

1 AN ACT concerning local government.

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

4 Section 5. The Director of Central Management Services is
5 authorized to convey by Quit Claim Deed for \$1 to the City of
6 Chicago the following described real property: surplus
7 property located within the area bordered by Oak Park Avenue,
8 West Irving Park Road, North Narragansett Avenue, West Montrose
9 Avenue, and Forest Preserve Drive, Chicago, Illinois;
10 provided, however, that should the property fail to be used for
11 any public purpose within the first 10 years after the
12 effective date of this amendatory Act of the 95th General
13 Assembly or fail to be used at any time by the Grantee for
14 public purposes, then title shall revert to the State of
15 Illinois.

16 Section 10. "An Act in relation to certain land", approved
17 June 13, 2000, Public Act 91-824, is amended by changing
18 Section 20-10 as follows:

19 (P.A. 91-824, Sec. 20-10)

20 Sec. 20-10. The Director of Central Management Services is
21 authorized to:

22 (a) convey by quit claim deed for \$1 buildings A & B of

1 the former Henry Horner School property located on Oak Park
2 Ave, Chicago, Illinois to Maryville Academy, provided
3 however that should the property fail to be used by
4 Maryville Academy for charitable or educational purposes,
5 the title shall revert to the State of Illinois;

6 (b) convey by quit claim deed for \$1 upon
7 identification and survey of a site mutually agreeable to
8 the parties to New Horizon Center for the Developmentally
9 Disabled, provided that should the property fail to be used
10 by New Horizon Center for the Developmentally Disabled for
11 charitable or educational purposes, title shall revert to
12 the State of Illinois;

13 (c) convey by Quit Claim Deed for \$1 to the City of
14 Chicago the following described real property:

15 A PARCEL OF LAND, APPROXIMATELY 16,000 SQUARE FEET ON
16 AND ALONG THE NORTH SIDE OF WEST IRVING PARK ROAD,
17 HAVING APPROXIMATELY 135 FEET OF FRONTAGE ON SAID WEST
18 IRVING PARK ROAD AND A DEPTH OF APPROXIMATELY 125 FEET,
19 HAVING ITS EASTERLY BOUNDARY PARALLEL TO AND
20 APPROXIMATELY 1,111 FEET WEST OF THE WEST PROPERTY LINE
21 OF NORTH NARRAGANSETT AVENUE, AND ITS WESTERLY
22 BOUNDARY BEING PARALLEL TO AND 135 FEET WEST OF THE
23 EASTERLY BOUNDARY LINE, ALL IN THE COUNTY OF COOK AND
24 STATE OF ILLINOIS.

25 Provided however, should the property fail to be used by
26 the Grantee for public purposes, title shall revert to the

1 State of Illinois;

2 (d) take steps to preserve, landscape, memorialize and
3 protect unmarked historic cemetery grounds located by
4 archeological survey on the grounds of Chicago Read Mental
5 Health Center. This subsection shall also allow the
6 relocation of the remains pursuant to regulations and
7 procedures established by the Historic Preservation Agency
8 when deemed necessary by the Director of Central Management
9 Services. For the purpose of the relocation of such
10 remains, the Secretary of Human Services is designated next
11 of kin when it is not possible to definitively establish
12 the identity of any such remains;

13 (e) (the General Assembly finds and declares that the
14 authorization under this subsection (e) as originally
15 enacted by Public Act 91-824 was never acted upon; and,
16 therefore, the provisions of that originally enacted
17 subsection (e) are rescinded by this amendatory Act of the
18 95th General Assembly) ~~in order to facilitate the~~
19 ~~conveyances referenced in subsections (a) and (b) after~~
20 ~~consultation with the Secretary of Transportation, the~~
21 ~~Secretary of Human Services, and the Director of Commerce~~
22 ~~and Community Affairs and upon obtaining necessary~~
23 ~~appraisals, surveys, and environmental reports, and in~~
24 ~~accordance with and in coordination with any pre-existing~~
25 ~~redevelopment agreement, convey title by quit claim deed to~~
26 ~~Chicago Read Joint Venture, Limited Partnership to surplus~~

1 ~~property located within the area bordered by Harlem Avenue,~~
2 ~~West Irving Park Road, North Narragansett Avenue, West~~
3 ~~Montrose Avenue, and Forest Preserve Drive, Chicago,~~
4 ~~Illinois, but excluding the area comprised of the property~~
5 ~~of the former Henry Horner School and the property referred~~
6 ~~to as the "Phase Three Property" under the Chicago~~
7 ~~Read Dunning Redevelopment Agreement, at fair market value~~
8 ~~and on such terms and conditions necessary to bring about~~
9 ~~the orderly redevelopment of such surplus property,~~
10 ~~provided however that "surplus property" as described in~~
11 ~~this Section shall not include buildings and grounds~~
12 ~~currently under the jurisdiction of the Department of Human~~
13 ~~Services unless specifically consented to by the Secretary~~
14 ~~of Human Services; and~~

15 (f) accept replacement State facilities constructed in
16 order to relocate State operations located in facilities to
17 be replaced or otherwise transferred to coordinate with
18 necessary redevelopment.

19 (Source: P.A. 91-824, eff. 1-1-01.)

20 Section 15. The Director of Central Management Services
21 shall obtain a certified copy of this Act within 60 days after
22 its effective date, and shall record the certified document in
23 the Recorder's Office in the county in which the land is
24 located.

1 Section 20. The Metropolitan Water Reclamation District
2 Act is amended by changing Sections 8 and 8c as follows:

3 (70 ILCS 2605/8) (from Ch. 42, par. 327)

4 Sec. 8. Except as otherwise in this Act provided, the
5 sanitary district may acquire by lease, purchase or otherwise
6 within or without its corporate limits, or by condemnation
7 within its corporate limits, any and all real and personal
8 property, right of way and privilege that may be required for
9 its corporate purposes. All moneys for the purchase and
10 condemnation of any property must be paid before possession is
11 taken, or any work done on the premises. In case of an appeal
12 from the Court in which the condemnation proceedings are
13 pending, taken by either party, whereby the amount of damages
14 is not finally determined, the amount of the judgment in the
15 court shall be deposited with the county treasurer of the
16 county in which the judgment is rendered, subject to the
17 payment of damages on orders signed by the judge whenever the
18 amount of damages is finally determined.

19 Upon recommendation of the general superintendent and upon
20 the approval of the board of trustees when any real or personal
21 property, right of way or privilege or any interest therein, or
22 any part thereof of such sanitary district is no longer
23 required for the corporate purposes of the sanitary district it
24 may be sold, vacated or released. Such sales, vacations, or
25 releases may be made subject to such conditions and the

1 retention of such interest therein as may be deemed for the
2 best interest of such sanitary district as recommended by the
3 general superintendent and approved by the board of trustees.

4 However, the sanitary district may enter into a lease of a
5 building or a part thereof, or acquire title to a building
6 already constructed or to be constructed, for the purpose of
7 securing office space for its administrative corporate
8 functions, the period of such lease not to exceed 15 years
9 except as authorized by the provisions of Section 8b of this
10 Act. In the event of the purchase of such property for
11 administrative corporate functions, the sanitary district may
12 execute a mortgage or other documents of indebtedness as may be
13 required for the unpaid balance, to be paid in not more than 15
14 annual installments. Annual installments on the mortgage or
15 annual payment on the lease shall be considered a current
16 corporate expense of the year in which they are to be paid, and
17 the amount of such annual installment or payment shall be
18 included in the Annual Appropriation and Corporate Tax Levy
19 Ordinances. Such expense may be incurred, notwithstanding the
20 provisions, if any applicable, contained in any other Sections
21 of this Act.

22 The sanitary district may dedicate to the public for
23 highway purposes any of its real property and the dedications
24 may be made subject to such conditions and the retention of
25 such interests therein as considered in the best interests of
26 the sanitary district by the board of trustees upon

1 recommendation of the general superintendent.

2 The sanitary district may lease to others for any period of
3 time, not to exceed 99 years, upon the terms as its board of
4 trustees upon recommendation of the general superintendent may
5 determine, any such real property, right-of-way or privilege,
6 or any interest therein or any part thereof, which is in the
7 opinion of the board of trustees and general superintendent of
8 the sanitary district no longer required for its corporate
9 purposes or which may not be immediately needed for such
10 purposes. The leases may contain such terms and conditions,
11 including restrictions as to permissible use of the real
12 property, and retain such interests therein as considered in
13 the best interests of the sanitary district by the board of
14 trustees upon recommendation of the general superintendent.
15 Negotiations and execution of such leases and preparatory
16 activities in connection therewith must comply with Section 8c
17 of this Act. The sanitary district may grant easements and
18 permits for the use of any such real property, right-of-way, or
19 privilege, which will not in the opinion of the board of
20 trustees and general superintendent of the sanitary district
21 interfere with the use thereof by the sanitary district for its
22 corporate purposes. Such easements and permits may contain such
23 conditions and retain such interests therein as considered in
24 the best interests of the sanitary district by the board of
25 trustees upon recommendation of the general superintendent.

26 No sales, vacations, dedications for highway purposes, or

1 leases for periods in excess of 5 years, of the following
2 described real estate, may be made or granted by the sanitary
3 district without the approval in writing of the Director of
4 Natural Resources of the State of Illinois:

5 All the right-of-way of the Calumet-Sag Channel of the
6 sanitary district extending from the Little Calumet River near
7 Blue Island, Illinois, to the right-of-way of the main channel
8 of the sanitary district near Sag, Illinois.

9 Lots 1, 3, 5, 21, 30, 31, 32, 33, 46, 48, 50, 52, 88, 89,
10 89a, 90, 91, 130, 132, 133, those parts of Lots 134 and 139
11 lying northeasterly of a tract of land leased to the Corn
12 Products Manufacturing Company from January 1, 1908, to
13 December 31, 2006; 1000 feet of Lot 141 lying southwesterly of
14 and adjoining the above mentioned leased tract measured
15 parallel with the main channel of the sanitary district; Lots
16 166, 168, 207, 208, and part of Lot 211 lying northeasterly of
17 a line 1500 feet southwesterly of the center line of Stephen
18 Street, Lemont, Illinois, and parallel with said street
19 measured parallel with said main channel; and Lot 212 of the
20 Sanitary District Trustees Subdivision of right-of-way from
21 the north and south center line of Section 30, Township 39
22 North, Range 14 East of the Third Principal Meridian, to Will
23 County line.

24 That part of the right-of-way of the main channel of the
25 sanitary district in Section 14, Township 37 North, Range 11
26 East of the Third Principal Meridian, lying southerly of said

1 main channel, northerly of the Northerly Reserve Line of the
2 Illinois and Michigan Canal, and westerly of the Center line of
3 the old channel of the Des Plaines River.

4 That part of said main channel right-of-way in Section 35,
5 Township 37 North, Range 10 East of the Third Principal
6 Meridian, lying east of said main channel and south of a line
7 1,319.1 feet north of and parallel with the south line of said
8 Section 35.

9 That part of said main channel right-of-way in the
10 northeast quarter of the northwest quarter of Section 2,
11 Township 36 North, Range 10 East of the Third Principal
12 Meridian, lying east of said main channel.

13 That part of said main channel right-of-way lying south of
14 Ninth Street in Lockport, Illinois.

15 Notwithstanding any other law, if any surplus real estate
16 is located in an unincorporated territory and if that real
17 estate is contiguous to only one municipality, 60 days before
18 the sale of that real estate, the sanitary district shall
19 notify in writing the contiguous municipality of the proposed
20 sale. Prior to the sale of the real estate, the municipality
21 shall notify in writing the sanitary district that the
22 municipality will or will not annex the surplus real estate. If
23 the contiguous municipality will annex such surplus real
24 estate, then coincident with the completion of the sale of that
25 real estate by the sanitary district, that real estate shall be
26 automatically annexed to the contiguous municipality.

1 All sales of real estate by the sanitary district must be
2 for cash, to the highest bidder upon open competitive bids, and
3 the proceeds of the sales may be used only for the construction
4 and equipment of sewage disposal plants, pumping stations and
5 intercepting sewers and appurtenances thereto, the acquisition
6 of sites and easements therefor, and the financing of the Local
7 Government Assistance Program established under Section 9.6c.

8 However, the sanitary district may:

9 (a) Remise, release, quit claim and convey, without the
10 approval of the Department of Natural Resources of the State of
11 Illinois acting by and through its Director, to the United
12 States of America without any consideration to be paid
13 therefor, in aid of the widening of the Calumet-Sag Channel of
14 the sanitary district by the United States of America, all
15 those certain lands, tenements and hereditaments of every kind
16 and nature of that portion of the established right-of-way of
17 the Calumet-Sag Channel lying east of the east line of Ashland
18 Avenue, in Blue Island, Illinois, and south of the center line
19 of the channel except such portion thereof as is needed for the
20 operation and maintenance of and access to the controlling
21 works lock of the sanitary district;

22 (b) Without the approval of the Department of Natural
23 Resources of the State of Illinois acting by and through its
24 Director, give and grant to the United States of America
25 without any consideration to be paid therefor the right,
26 privilege and authority to widen the Calumet-Sag Channel and

1 for that purpose to enter upon and use in the work of such
2 widening and for the disposal of spoil therefrom all that part
3 of the right-of-way of the Calumet-Sag Channel owned by the
4 sanitary district lying south of the center line of the
5 Calumet-Sag Channel from its connection with the main channel
6 of the sanitary district to the east line of Ashland Avenue in
7 Blue Island, Illinois;

8 (c) Make alterations to any structure made necessary by
9 such widening and to construct, reconstruct or otherwise alter
10 the existing highway bridges of the sanitary district across
11 the Calumet-Sag Channel;

12 (d) Give and grant to the United States of America without
13 any consideration to be paid therefor the right to maintain the
14 widened Calumet-Sag Channel without the occupation or use of or
15 jurisdiction over any property of the sanitary district
16 adjoining and adjacent to such widened channel;

17 (e) Acquire by lease, purchase, condemnation or otherwise,
18 whatever land, easements or rights of way, not presently owned
19 by it, that may be required by the United States of America in
20 constructing the Calumet-Sag Navigation Project, as approved
21 in Public Law 525, 79th Congress, Second Session as described
22 in House Document No. 677 for widening and dredging the
23 Calumet-Sag Channel, in improving the Little Calumet River
24 between the eastern end of the Sag Channel and Turning Basin
25 No. 5, and in improving the Calumet River between Calumet
26 Harbor and Lake Calumet;

1 (f) Furnish free of cost to the United States all lands,
2 easements, rights-of-way and soil disposal areas necessary for
3 the new work and for subsequent maintenance by the United
4 States;

5 (g) Provide for the necessary relocations of all utilities.

6 Whatever land acquired by the sanitary district may
7 thereafter be determined by the Board of Trustees upon
8 recommendation of the general superintendent as not being
9 needed by the United States for the purposes of constructing
10 and maintaining the Calumet-Sag Navigation Project as above
11 described, shall be retained by the sanitary district for its
12 corporate purposes, or be sold, with all convenient speed,
13 vacated or released (but not leased) as its Board of Trustees
14 upon recommendation of the general superintendent may
15 determine: All sales of such real estate must be for cash, to
16 the highest bidder upon open, competitive bids, and the
17 proceeds of the sales may be used only for the purpose of
18 paying principal and interest upon the bonds authorized by this
19 Act, and if no bonds are then outstanding, for the purpose of
20 paying principal and interest upon any general obligation bonds
21 of the sanitary district, and for corporate purposes of the
22 sanitary district. When the proceeds are used to pay bonds and
23 interest, proper abatement shall be made in the taxes next
24 extended for such bonds and interest.

25 (Source: P.A. 89-445, eff. 2-7-96; 89-502, eff. 6-28-96;
26 90-568, eff. 1-1-99; 90-690, eff. 7-31-98.)

1 (70 ILCS 2605/8c) (from Ch. 42, par. 327c)

2 Sec. 8c. Every lease of property no longer or not
3 immediately required for corporate purposes of a sanitary
4 district, from such district to others for a term not to exceed
5 99 years, in accordance with Section 8 of this Act, shall be
6 negotiated, created and executed in the following manner:

7 (1) Notice of such proposed leasing shall be published for
8 3 consecutive weeks in a newspaper of general circulation
9 published in such sanitary district, if any, and otherwise in
10 the county containing such district.

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

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

1 be awarded unless the bid of such highest responsible bidder
2 provides for an annual rental payment to the sanitary district
3 of at least 6% of the parcel's fair market value determined
4 under this Section, provided however, if the sanitary district
5 determines that a parcel contains a special development
6 impediment, defined as any condition that constitutes a
7 material impediment to the development or lease of a parcel,
8 and includes, but is not limited to: environmental
9 contamination, obsolescence, or advanced disrepair of
10 improvements or structures, or accumulation of large
11 quantities of non-indigenous materials, the sanitary district
12 may establish a minimum acceptable initial annual rental of
13 less than 6% of the parcel's fair market value for the initial
14 10 years of the lease. In no event will the annual rental
15 payment for each 10-year period after the initial 10 years of
16 the lease be less than the 6% of the parcel's fair market value
17 determined under this Section. Every lease must be awarded to
18 the highest responsible bidder (including established
19 commercial or industrial concerns and financially responsible
20 individuals) upon free and open competitive bids. In
21 determining the responsibility of any bidder, the sanitary
22 district may consider, in addition to financial
23 responsibility, any past records of transactions with the
24 bidder and any other pertinent factors, including but not
25 limited to, the bidder's performance or past record with
26 respect to any lease, use, occupancy, or trespass of sanitary

1 district or other lands.

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

25 (5) The execution of such lease must be contemporaneous to
26 the execution by the lessee, each member of the board of

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

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

12 (7) Such lease ~~shall provide for a fixed annual rental~~
13 ~~payment for the first year not less than 6% of the fair market~~
14 ~~value as determined under this Section and~~ may be subject to
15 annual adjustments based on changes in the Consumer Price Index
16 published by the United States Department of Labor, Bureau of
17 Labor Statistics, or some other well known economic
18 governmental activity index. Any lease, the term of which will
19 extend for 15 years or more, shall provide for a
20 redetermination of the fair market value (independent of
21 improvements to the property subsequent to the effective date
22 of the lease) after the initial 10 years and every 10 years
23 thereafter, in the manner set forth in paragraph (2) of this
24 Section, which redetermination shall be referred to as the
25 decennial adjustment. Where the property rental is less than 6%
26 of fair market value due to the existence of a special

1 development impediment, the first decennial adjustment shall
2 not occur until the twentieth year of the lease. Such ~~said~~
3 redetermination shall ~~to~~ be as of the first day of each
4 succeeding 10 year period, and annual rental payments shall be
5 adjusted so that the ratio of annual rental to fair market
6 value shall be the same as that ratio for the first year of the
7 preceding 10 year period. The decennial adjustment shall not
8 exceed 100% of the rental in effect on the last day of the
9 preceding 10-year period, except when the property rental is
10 less than 6% of fair market value due to the existence of a
11 special development impediment, in which case, the decennial
12 adjustment shall not be so limited until the twentieth year of
13 the lease. The rental payment for the first year of the new 10
14 year period may be subject to Consumer Price Index or other
15 allowable index adjustments for each of the next 9 years, or
16 until the end of the lease term if there are less than 9 years
17 remaining.

18 (8) A sanitary district may require compensation to be paid
19 in addition to rent, based on a reasonable percentage of
20 revenues derived from a lessee's business operations on the
21 leasehold premises or subleases, or may require additional
22 compensation from the lessee or any sublessee in the form of
23 services, including but not limited to solid waste disposal;
24 provided, however, that such additional compensation shall not
25 be considered in determining the highest responsible bid, said
26 highest responsible bid to be determined only on the initial

1 annual rental payment as set forth in paragraph (3) of this
2 Section.

3 (9) No assignment of such lease or sublease of such
4 property is effective unless approved in writing by the general
5 superintendent and the board of commissioners of the sanitary
6 district. The district may consider, for any assignment or
7 sublease, all pertinent factors including the assignee's or
8 sublessee's responsibility in accordance with subparagraph (3)
9 of this Section. The sanitary district may also condition its
10 consent upon the redetermination of the annual rental required
11 to be paid under any lease initially executed on or before
12 January 1, 1983, for which the annual rent being paid
13 thereunder is less than 6% of the current appraised fair market
14 value of the leased property. The redetermination of any annual
15 rental under this Section shall be consistent with the
16 requirements of subparagraphs (2) and (3) of this Section. No
17 assignment or sublease is effective if the assignee or
18 sublessee is a trust constituted by real property of which the
19 trustee has title but no power of management or control, unless
20 the identity of the beneficiaries of the trust is revealed,
21 upon demand, to the general superintendent and the board of
22 commissioners of the sanitary district.

23 (10) Failure by the lessee to comply with a provision in
24 the lease relating to improvements upon the leased property or
25 any other provision constitutes grounds for forfeiture of the
26 lease, and upon such failure the sanitary district acting

1 through the general superintendent shall serve the lessee with
2 a notice to terminate the lease and deliver possession of the
3 property to the sanitary district within a particular period.

4 (11) If the general superintendent and the board of
5 commissioners conclude that it would be in the public interest,
6 said sanitary district may lease without complying with the
7 prior provisions of this Section, in accordance with an Act
8 concerning "Transfer of Real Estate between Municipal
9 Corporations", approved July 2, 1925, as amended, to the
10 following, upon such terms as may be mutually agreeable: (a)
11 the United States of America and the State of Illinois, County
12 of Cook, any municipal corporation, with provisions that the
13 property is to be applied exclusively for public recreational
14 purposes or other public purposes; (b) ~~or~~ any academic
15 institution of learning which has been in existence for 5 years
16 prior to said lease, provided that such lease limit the
17 institution's use of the leased land to only those purposes
18 relating to the operation of such institution's academic or
19 physical educational programs; or (c) any lease involving land
20 located in a county with a population of 100,000 or less and
21 which is leased solely for agricultural or commercial
22 recreational uses. Any lease issued in accordance with this
23 paragraph shall contain the provisions ~~without complying with~~
24 the prior provisions of this section, upon such terms as may be
25 mutually agreed upon, in accordance with an act concerning
26 "Transfer of Real Estate between Municipal Corporations",

1 ~~approved July 2, 1925, as amended, with provisions that such~~
2 ~~property is to be applied exclusively to public recreational~~
3 ~~purposes or other public purposes and that such lease is~~
4 terminable in accordance with service of a one-year notice to
5 terminate after determination by the board of commissioners and
6 the general superintendent that such property (or part thereof)
7 has become essential to the corporate purposes of the sanitary
8 district.

9 (Source: P.A. 92-16, eff. 6-28-01; 93-988, eff. 8-23-04.)

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