



Village of Hanover Park Administration

Municipal Building
2121 Lake Street
Hanover Park, IL 60133-4398

630-823-5600
FAX 630-823-5786
www.hpil.org

PRESIDENT
RODNEY S. CRAIG

VILLAGE CLERK
EIRA CORRAL

TRUSTEES
WILLIAM CANNON
JAMES KEMPER
JENNI KONSTANZER
JON KUNKEL
RICK ROBERTS
EDWARD J. ZIMEL, JR.

VILLAGE MANAGER
JULIANA A. MALLER

VILLAGE OF HANOVER PARK

VILLAGE BOARD REGULAR WORKSHOP MEETING

Municipal Building: 2121 W. Lake Street
Hanover Park, IL 60133

Thursday, December 6, 2012
6:00 p.m.

AGENDA

1. CALL TO ORDER-ROLL CALL
2. ACCEPTANCE OF AGENDA
3. REGULAR BOARD MEETING AGENDA ITEM REVIEW
4. DISCUSSION ITEMS
 - a. MWRD Lease Review
 - b. Electronic Sign Ordinance
 - c. Barrington Road Sign Policy
 - d. Car Seat Installation Ordinance Change
5. STAFF UPDATES
 - a. Board Meeting Times
 - b. Hanover Square Update
6. NEW BUSINESS
7. ADJOURNMENT

Workshop Meeting 12/6/12

Page 1



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager

SUBJECT: MWRD Lease

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: December 6, 2012 – Board Workshop

Executive Summary

At the Board Workshop of October 4, 2012, staff presented information regarding the Metropolitan Water Reclamation District (MWRD) property off of Barrington Road and the proposed Lease Agreement for use of the property for public and recreational use. The Village Board is requested to review and approve the attached lease agreement.

Discussion

On December 31, 2012 the permits issued by the MWRD to Hanover Park Little League and Hanover Park Boys Football Association expire. The Village has been offered a lease agreement to allow for continuation of public and recreational use on the property for the next 39 years.

The Village Board expressed interest in entering into a lease at their October 4, 2012 Workshop. Since that meeting, staff has contracted to have borings taken of the southern portion of the property and is awaiting test results. The results will help us determine what this additional area can be used for.

In terms of the length of the lease agreement, the Village has proposed to the MWRD a 10 year term with two 10 year options. We have not yet heard back as to whether this is acceptable. The Village's request for written clarification of how the profit sharing requirements will be interpreted and applied and our request for a consumer Price Index escalation have been denied.

The MWRD plans to include approval of this lease agreement on their December 20, 2012 Board agenda.

Once approved by both the Village and the MWRD, staff will begin work on a plan and policy for how the property will be used and will meet with the current users to work out a use agreement.

Agreement Name: _____

Workshop Meeting 12/6/12

Executed By: _____

Page 2

Recommended Action

Move approval of lease agreement with the Metropolitan Water Reclamation District for property along Barrington Road in the Village of Hanover Park.

Attachments: Agenda Memo – 10/4/12
 Lease Agreement
 Area map

Budgeted Item: Yes No
Budgeted Amount: \$ 0
Actual Cost: \$TBD
Account Number:



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager

SUBJECT: MWRD Property

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: October 4, 2012 - Board Workshop

Executive Summary

The Metropolitan Water Reclamation District has provided a draft lease to the Village for MWRD land located on the Hanover Park Water Reclamation District Plant off of Barrington Road for public and recreational use. The proposed lease between the Village and MWRD would begin January 1, 2013. The permits between the MWRD and Hanover Park Little League and Hanover Park Boys Football Association both expire on December 31, 2012 and will not be renewed by the MWRD.

Discussion

Mayor Craig, Village Attorney Paul and Village Manager Maller met on September 18, 2012 with staff, attorneys and board members of the MWRD. The following is a summary of our meeting and the next steps:

The MWRD's proposed lease between the Village and MWRD would begin January 1, 2013. If the Village is not ready by then, it can begin later, but the permits between the MWRD and Hanover Park Little League and Hanover Park Boys Football Association both end on December 31, 2012 and will not be renewed. If the Village chooses not to lease the property, the MWRD will go out for proposals to the private sector at a much higher rate.

The new lease is for public and recreational use. It does not allow for the Village to sub-lease the property to anyone. At most the Village would be able to create a schedule of use and a use policy. No exclusive use agreements will be allowed. The lease amount is \$10 for the entire term of the lease.

The proposed lease is for 39 years. MWRD is willing to consider a shorter term lease. If the Village is interested in entering a lease for the property, the Village will need to determine what the best time frame is for the Village. The Village proposed for the Village to be able to get out of the lease with similar notice that is included for the MWRD. MWRD responded that they plan 10 years into the future, so the Village should not be concerned about MWRD cancelling the lease.

Agreement Name: _____

Workshop Meeting 12/6/12

Executed By: _____

Page 4

The MWRD is very focused on keeping all of the terms of their agreements consistent. We spent a lot of time discussing the profit sharing language in the proposed lease. The lease calls for 25% of net profits or \$5,000 (whichever is greater) to be paid to MWRD, if profits are generated. The way they interpret this is that if the Village receives profits then this applies. The examples they gave were golf course or driving range profits. The Village asked for clarifying language, as well as a Consumer Price Index escalation. The MWRD wants to keep their lease language consistent. The Village would like some form of written letter of understanding regarding how this will be interpreted, given that in 39 years most of us will no longer be working for the Village/MWRD.

Next Steps:

- MWRD will provide information (test results) on soil conditions of the property which they have on hand.
- Village will be allowed to conduct own due diligence and take soil samples. A soil borings permit will need to be applied for with the MWRD.
- Village is to draft a plan for how the property will be used and submit it to the MWRD for review.
- Once the lease is in place, all plans for improvement must receive approval by MWRD prior to completing.
- Review of the lease terms and discussion with Board at a Workshop;
- Both the Village Board and the MWRD Boards will need to approve the final draft lease.
- If the Village Board is interested in moving forward with the lease, staff will work on a use policy for the property.
- Once a lease is in place, the Village can schedule meetings with interested users of the property (including Hanover Park Boys Football Association and Hanover Park Little League).

Attached is a copy of MWRD's proposed lease and cover memo (August 1, 2012) and information regarding soil composition of a portion of the proposed lease site (September 21, 2012). Also attached is an earlier memo dated January 31, 2012 from the MWRD regarding the Village's initial request to lease property.

Also attached is a memorandum of understanding signed by the Mayor with Hanover Park Little League and Hanover Park Boys Football Association stating that the parties agree to work together to continue to make the property available for the current use. The document is not dated, but it was signed around June 2012.

The Village has talked about finding a way to improve the look and feel of the area/property and to provide for recreational opportunities for the youth of the community. By leasing the property, the Village secures the opportunity to do this over time.

Recommended Action

The Village Board is asked to discuss the potential leasing of the MWRD property and give direction to staff as to whether we should continue to pursue. If so, staff will work through the above outlined steps and keep the Board informed along the way. A final draft lease would be brought back to a future Workshop.

Attachments

- January 31, 2012 Memo from MWRD
- August 1, 2012 Memo from MWRD
- Draft Lease from MWRD dated July 27, 2012
- Memorandum of Understanding signed in June, 2012
- September 21, 2012 Memo from MWRD
- Soil boring data (sheets 3, 9, and P-1)

Budgeted Item:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Budgeted Amount:	\$0	
Actual Cost:	\$TBD	
Account Number:	TBD	

BOARD OF COMMISSIONERS

Terrence J. O'Brien
President
Barbara J. McGowan
Vice President
Cynthia M. Santos
Chairman of Finance
Michael A. Alvarez
Frank Avila
Patricia Horton
Kathleen Therese Meany
Debra Shore
Mariyana T. Spyropoulos

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

RONALD M. HILL
General Counsel

312.751.6565 f: 312.751.6598
ronald.hill@mwrdd.org

Law Offices of Paul Z. Bernard
231 S. Fourth Street
DeKalb, Illinois 60115

VIA E-MAIL at bernardzpaul@gmail.com
and REGULAR U.S. MAIL

August 1, 2012

Re: Village of Hanover Park ("Village"), Lease on District Land Located on
the Hanover Park Water Reclamation District Plant for Public and Recreational Use.
File Number 11-BEB-021

Dear Mr. Bernard:

The Village of Hanover Park's request for a 39-year lease on the 21-acre site currently used by the Hanover Park Little League and the Hanover Park Football Association and the 23± acre site on the Hanover Park Water Reclamation Plant north of Walnut Avenue and south of the easement commonly referred to as the "school crossing" will be presented to the District's Board of Commissioners for approval to enter into the lease at its August 9, 2012 meeting.

If the Board of Commissioners approves the request, the lease will commence on January 1, 2013. Please note that the Village will be required to submit to the District a plat of survey and a legal description for both parcels prior to executing the lease. Please advise your client of this requirement and have the survey and legal description prepared and sent to the undersigned for review no later than August 31, 2012.

Attached is a copy of the draft lease form you requested. Please note Article 2.01 Rent and Additional Compensation which requires \$5,000.00 or 25% (whichever is greater) of the net revenues generated by use of the premises. This language is standard in District's leases with municipalities. This provision will only apply in the event Hanover Park generates revenue on the leasehold. We acknowledge that currently there are no plans to generate revenue from this leasehold. Accordingly, the current fee is, therefore, \$10.00.

An aerial depiction of the sites and a drawing of the 23± acre south parcel are enclosed herewith.

If you have any questions regarding this matter, please contact Bernice Brown, Legal Assistant, at (312) 751-6572.

Sincerely yours,


Susan T. Morakalis
Head Assistant Attorney

REV. 7/27/12

**LEASE AGREEMENT
(Governmental Form)**

THIS INDENTURE, made this 9th day of August, 2012, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and the VILLAGE OF HANOVER PARK, a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices in Hanover Park, Illinois (hereinafter designated the "Lessee").

WITNESSETH THAT:

ARTICLE ONE

1.01 DEMISED PREMISES

The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the Demised Premises legally described and depicted in the plat of survey marked Exhibit "A" which is attached hereto and made a part hereof, located within the Hanover Park Water Reclamation Plant premises in Hanover Park, Illinois in the County of Cook, for public or public recreation purposes, as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c consisting of approximately 44 acres of real estate.

1.02 TERM OF LEASE

The term of this Lease is 39 years, beginning on the 1st day of January A.D., 2013, and ending on the 31st day of December, A.D. 2052, unless said term shall be sooner ended under the provisions hereof.

ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, THIS LEASE IS TERMINABLE BY LESSOR IN ACCORDANCE WITH SERVICE UPON LESSEE OF A ONE-YEAR NOTICE TO TERMINATE AFTER DETERMINATION BY THE BOARD OF COMMISSIONERS AND EXECUTIVE DIRECTOR OF LESSOR THAT THE DEMISED PREMISES (OR PART THEREOF) HAS BECOME ESSENTIAL TO THE CORPORATE PURPOSES OF THE LESSOR. IN SUCH EVENT, ANY RENT DUE SHALL BE ABATED IN DIRECT PROPORTION TO THE AREA RECOVERED HEREUNDER AS COMPARED TO THE AREA OF THE ORIGINAL LEASEHOLD.

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

It is expressly covenanted and agreed by the parties hereto that the Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the premises and authority to execute this Lease and building and zoning laws affecting the demised premises. The Lessee has examined the title to the premises and Lessor's authority to enter into this Lease and is satisfied therewith. Lessee has further examined the building and zoning laws concerning the demised premises and is satisfied that it may construct such improvements as it deems necessary in connection with its proposed use of the Demised Premises of this Lease and

that said Lessee may use the demised premises in accordance with the uses provided for in Section 3.07 of this Lease:

- A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its own expense within one (1) year of the date of this Lease, to take such action as may be necessary to obtain such zoning change and building permits or to obtain Lessor's approval of a different use or improvement which is permitted under the zoning laws/building codes;
- B. The failure of the Lessee to obtain such zoning change as may be necessary and/or such building permit within one (1) year of the date of this Lease, shall be cause for immediate cancellation of this Lease, at the option of the Lessor, provided, however, in this event, all rents due or coming due hereunder shall abate as of the date of the cancellation of this Lease pursuant to this subsection.

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

It is expressly covenanted by the parties hereto that in the event of any condemnation of the Premises herein leased, of the Demised Premises herein granted, or any part thereof, the entire condemnation award shall be the sole property of the Lessor, except for the actual value of the improvements made by Lessee during this Lease as of the date of the final judgment order in said condemnation proceedings; that Lessee shall be entitled only to a decrease in the rent reserved by percentage in relation to the whole tract to the part taken; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the Demised Premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable, the Lessee shall be entitled to the cancellation of this Lease.

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

The Lessee covenants and agrees, in consideration of the leasing of the Premises aforesaid, to pay to the Lessor as rent for the said Demised Premises:

- A. **BASIC RENTAL PAYMENT:** During the 39 year period from January 1, 2013, through December 31, 2052, the rental shall be TEN AND NO/100 DOLLARS (\$10.00) receipt of which is hereby acknowledged for the entire term of the Lease.
- B. **ADDITIONAL COMPENSATION**

Cash: In addition to the foregoing cash rent to be paid by Lessee to Lessor, in the event revenues are derived or generated by the Lessee or its vendors on the leasehold the Lessee shall pay in cash to Lessor FIVE THOUSAND DOLLARS (\$5,000.00) or twenty five percent (25%) of the net revenues generated by Lessee's use of or its vendor's use of or activities on the Demised Premises, whichever is greater. Net revenues shall be defined as twenty-five percent (25%) of the gross revenues generated by Lessee's use

activities on the Demised Premises, less the amortized expenses of any improvements that Lessee shall make to or upon the Demised Premises, and less any bond repayments used to finance any improvements to the Demise Premises.

Within sixty (60) days after the end of each one-year period during the term of this Lease, Lessee shall furnish to Lessor an audited and certified statement of all items of income attributable to Lessee's use of the Demised Premises and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage multiplied by the audited and certified statement for that one-year period. All such audited and certified statements shall be subject to confirmation by Lessor. Lessee shall furnish all original books and records or certified copies thereof necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

- D. In addition, the Lessee shall pay all administrative and legal costs incurred by the Lessor in collecting any arrearage in rent including but not limited to payment for legal work for the preparation of lawsuits and for the issuance of notices.

On each anniversary of the effective date of this Lease, Lessee shall furnish to Lessor an audited and certified statement of all items of income attributable to Lessee's use of the Demised Premises and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage multiplied by the audited and certified statement for that one-year period. All such audited and certified statements shall be subject to confirmation by Lessor. Lessee shall furnish all original books and records or certified copies thereof necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

- D. In addition, the Lessee shall pay all administrative and legal costs incurred by the Lessor in collecting any arrearage in rent including but not limited to payment for legal work for the preparation of lawsuits and for the issuance of notices.

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall, subject to any applicable limitation imposed by State statute, bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

**3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS,
ETC. ERECTED ON DEMISED PREMISES**

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the Demised Premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the Demised Premises or that may at any time be erected, placed or put on the Demised Premises by the Lessee and upon the interest of said Lessee in this Lease and in the Demised Premises hereby leased.

**3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO AFFECT
RELEASE OF OBLIGATIONS**

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by the Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing the Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

3.04 WAIVER OF RIGHT OF COUNTERCLAIM

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer or violation of any of the terms hereof, Lessee will not interpose any set off of any nature or description in any such proceedings.

3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES UPON EXPIRATION OF NOTICE

It is understood and agreed by and between the parties hereto that if the Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by the Lessor or its agent or attorney to the Lessee in the manner hereinafter provided, or in case the Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for the Lessor, at its election, at or after the expiration of said thirty (30) days or said ninety (90) days (as the case may be) after the giving of said notice to declare said term ended, either with or without process of law, to re-enter, to expel, remove, and put out the Lessee or any other person or persons occupying the Demised Premises, using such force as may be necessary in so doing, and repossess and restore Lessor to its first and former estate, and to distrain for any rent that may be due thereon upon any of the property of the Lessee located on the Demised Premises, whether the same shall be exempt from execution and distress by law or not; and the Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of the Lessee located on the Demised Premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of the Lessor, its successors or assigns, or in any other way, the Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said Premises and property peaceably to the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if the

Lessee or the successors or assigns of the Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the Demised Premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law, as above stated.

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for granting this Lease, the Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed charged, assessed, levied or imposed upon the Demised Premises or upon any and all of which may be assessed, levied or imposed upon the Demised Premises estate hereby created and upon the reversionary estate in said Demised Premises during the term of this Lease. Provided, however, that Lessee shall not be responsible for any such charges or amounts taxed, charged, assessed, levied or imposed attributable to the use of the Demised Premises by Lessor, or other permittees or licensees of Lessor.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. In the event real estate taxes are levied or extended with respect to the Demised Premises on the basis of improved real estate, Lessee shall deposit a sum of money equal to one hundred ten percent (110%) of each year's taxes with Lessor during the term of this Lease, to be held in reserve to secure payment of Lessee's real estate taxes. Any sums of monies in excess of the one hundred ten percent (110%) retainage held by Lessor in the reserve after the payment of the second installment of the current year's real estate taxes for the Demised Premises will be remitted to the Lessee. In the event Lessee fails to submit to the Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due then Lessor shall after reasonable written notice apply the escrow funds to pay the unpaid real estate taxes and any penalties and interest due thereon, without questioning or being accountable to Lessee for the correctness or legality of the same. If the amount of funds held by Lessor should not be sufficient to pay said taxes, Lessee shall remit to Lessor that additional amount necessary to pay said deficiency within thirty (30) days from the date written demand of same is made by Lessor to Lessee. Lessee's obligation to fund and maintain a balance on deposit equal to one hundred ten percent (110%) of the prior year's real estate taxes in the aforesaid reserve is a continuing obligation of Lessee during the term of this Lease.

3.07 USE OF DEMISED PREMISES

It is understood that the the Demised Premises are to be used by said Lessee for the sole and exclusive purpose of:

PUBLIC AND RECREATIONAL USE

and for no other purpose whatsoever.

3.08 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the said Demised Premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of

similar character or for gambling in any form, or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away or consumed with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be cancelled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which the Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge and unauthorized use of guns and firearms on the leasehold premises is expressly prohibited.

3.09 LESSEE TO YIELD UP DEMISED PREMISES, ETC., UPON EXPIRATION OF LEASE AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY LESSOR

The Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to the Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises which Lessee placed on the Demised Premises including above-ground and below-ground storage tanks prior to the expiration of the Lease. Lessee agrees to remove any and all asbestos contained on Demised Premises, and placed on the Demised Premises by Lessee or any third party during the term of this Lease prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. On hundred twenty (120) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements constructed by Lessee during the term of this Lease on the Demised Premises shall be demolished. Lessee will, upon receipt of ninety (90) days advance written notice, demolish at Lessee's sole cost and expense, the improvements identified by Lessor. Should Lessee fail to demolish the improvements after notice, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this Lease Agreement.

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

The Lessee covenants and agrees that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Lease of any of the obligations of the Lessee, no such waiver shall release the Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor as aforesaid; and the Lessee covenants and agrees that if the Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this Lease, such waiver shall be construed strictly in Lessor's favor and shall not estop Lessor to insist upon any rights, subsequently accruing to it under this Lease not in of the obligations under this Lease, no waiver by the Lessor of its right to take advantage of terms specifically waived; and the Lessee covenants and agrees that if Lessee violates any of the obligations under this Lease, no waiver by the Lessor of its right of take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee covenants and

agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this Lease and that neither acceptance by the Lessor of any payment of any other unpaid installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

The Lessee agrees that the various rights and remedies of the Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to the Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given the Lessor to enforce any of the terms

and provisions of this Lease, shall not in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of the Lessee, or failure of the Lessee to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by the Lessee.

3.12 RIGHT TO MORTGAGE DEMISED PREMISES

- A. The Lessee is hereby expressly given the right at any time and from time to time, to mortgage its interest in the Demised Premises by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the Demised Premises and the interest of the Lessor therein and the interest of the Lessor in any improvements which may be placed on the Demised Premises by the Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not become personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the Demised Premises estate created by this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said Demised Premises.
- B. **DEMISED PREMISES MORTGAGEE - TAX ESCROW:** If any Demised Premises Mortgagee while the holder of any Leasehold Mortgage with respect to the Demised Premises shall require Lessee to deposit with such Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the Demised Premises pursuant to paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee, provided, however, that such Demised Premises Mortgagee or Lessee shall notify Lessor of said requirement in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the Demised Premises Mortgagee the amounts necessary to pay the general

real estate taxes and/or special assessments, the same to be paid as and when the same become due and payable, and the Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof showing such payment within thirty (30) days after such receipted bills shall have been received by Lessee.

**3.13 RECORDING OF LEASE WITH COOK COUNTY RECORDER OF DEEDS
DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR**

Within thirty (30) days from the effective date of this Lease, Lessee shall:

- 1) Deliver to the Assessor of the County in which the Demised Premises is situated a copy of this Lease so that said Assessor can take such steps as he determines necessary to subject the interest of the Lessee to general real estate taxation.
- 2) Have the lease recorded with the Cook County Recorder of Deeds and provide proof of such recording to the Lessor

3.14 NO NUISANCE PERMITTED

The Lessee covenants and agrees not to maintain any nuisance on the Demised Premises or permit any noxious odors to emanate from the Demised Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Demised Premises.

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

The Lessee covenants and agrees to keep the Demised Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

3.16 LESSEE SHALL ABIDE BY LAW

The Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Demised Premises, the Lessee and/or Lessee's use of the Demised Premises. It shall be the sole responsibility of the Lessee to comply with all reporting and consultation requirements of the Illinois Department of Natural Resources (IDNR) including but not limited to Title 17 Section 1075 of the Illinois Administrative Code, and Lessee shall submit evidence of compliance with IDNR requirements to the Lessor.

ARTICLE FOUR

4.01 INDEMNIFICATION

The Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Lessor, its Commissioners, officers, agents, servants, and employees against

any claim (whether or not meritorious), loss, damage, cost or expense which the Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the use, occupancy or possession of the Demised Premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Demised Premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or by the negligence of Lessor, its Commissioners, officers, agents, employees or contractors or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Demised Premises, or the use of the Demised Premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against the Lessor growing out of any such claim, loss, damage, cost or expense, the Lessor may give written notice of the same to the Lessee, and thereafter the Lessee shall attend to the defense of the same and save and keep harmless the Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith. Lessee shall not be responsible for actions that result from the sole negligence of Lessor.

4.02 INDEMNIFICATION AGAINST MECHANICS LIEN

The Lessee agrees to indemnify, save and keep harmless the Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon the Demised Premises by or in behalf of Lessee or at Lessee's instance.

4.03 INSURANCE

The Lessee, prior to entering upon the Demised Premises and using the same for the purpose for which this Lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability property damage insurance in which the Lessor, its Commissioners, officers, agents, and employees are a named insured and fire and extended coverage and all risk property insurance in which the Lessor is named as the Loss Payee. ("CLAIMS MADE" policies are unacceptable.) Said insurance shall be from a company to be approved by the Lessor, having policies with limits of not less than:

- COMPREHENSIVE GENERAL LIABILITY**
- Combined Single Limit Bodily Injury Liability
- Property Damage Liability
- (Including Liability for Environmental Contamination of Adjacent Properties)
- in the amount of not less than \$4,000,000.00 per occurrence
- and
- ALL RISK PROPERTY INSURANCE**
- (Including Coverage for Environmental Contamination of Demised Premises)
- in the amount of not less than \$4,000,000.00 per occurrence
- INCLUDING FIRE AND EXTENDED COVERAGE**
- in an amount not less than the replacement cost of improvements
- located on the premises*

Prior to entering upon said Demised Premises, the Lessee shall furnish to the Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Lessor's written request, Lessee shall

provide Lessor with copies of the actual insurance policies within ten (10) days of Lessor's request for same. Such certificates and insurance policies shall clearly identify the Demised Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Lessor. The provisions of this paragraph shall in no wise limit the liability of the Lessee as set forth in the provisions of 4.01 above.

4.04 SELF-INSURER

If Lessee is a self-insurer, Lessee, prior to entering upon said premises and using the same for the purposes for which this Lease is granted, shall prepare and transmit to the Lessor an acknowledged statement that the Lessee is a self-insurer, and that it undertakes and promises to insure the Lessor, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of paragraph 4.01 above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the Lessor, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than \$4,000,000.00 per occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination of Demised Premises)
in the amount of not less than \$4,000,000.00 per occurrence
INCLUDING FIRE AND EXTENDED COVERAGE
in an amount not less than the replacement cost of improvements
located on the premises*

This statement shall be signed by such officer or agent of the Lessee having sufficient knowledge of the fiscal structure and financial status of the Lessee to make such a statement on behalf of the Lessee and undertake to assume the financial risk on behalf of the Lessee and will be subject to the approval of the Lessor.

The provisions of this Section shall in nowise limit the liability of the Lessee as set forth under the provisions of Section 4.01.

4.05 INSURANCE ON IMPROVEMENTS

The Lessee shall keep any buildings and improvements erected, constructed or placed on the Demised Premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's own expense at all times during the term of this Lease by an insurance company or companies approved by the Lessor.

Lessor shall be a named insured on all of said insurance policies, and a certificate of insurance evidencing same shall be provided to Lessor and kept current at all times throughout

the term of this Lease. All policies of insurance indemnifying against such loss by explosion, fire and/or windstorm so insured shall be payable to the Lessor, as additional security for the payment of rent and the performance by the Lessee of the covenants herein; said policy or policies to be delivered to the Lessor as soon as issued, provided, however, that in the event of loss to or destruction of said buildings and other improvements, the insurance proceeds received by the Lessor in excess of the amounts then due for rent and charges under the provisions of this Lease shall be held in trust by the Lessor for the repair, restoration or rebuilding of such damaged or destroyed buildings and other improvements, and shall be disbursed therefor by said Lessor only on architect's certificates after the Lessee has, at its own expense, without charge or lien upon said buildings or other improvements, restored, rebuilt or repaired the same to an extent

that will enable the Lessor, with the insurance money remaining in its hands after the payment of the rent and charges due it, to complete said buildings or other improvements in as good condition as they were in before the said loss or damage by explosion, fire and/or windstorm.

Nothing herein contained in this paragraph shall be construed as a prohibition against the Lessee making further provision for insurance for the purpose of protecting the interest or interests of any money lending institution covering such interest or interests that said institution might have in the improvements placed upon the land covered by this Lease, providing that the Lessee shall pay the additional premiums therefor.

4.06 FAILURE OF LESSEE TO INSURE IMPROVEMENTS

In the event the Lessee should at any time neglect, fail or refuse to insure or to keep insured the buildings and other improvements on said Demised Premises as above provided, then the Lessor at its election may procure or renew such insurance and the amount paid therefor shall be repaid by the Lessee to the Lessor with the rents next thereafter falling due under this Lease, together with interest thereon, subject to any applicable limitation imposed by State statute at the rate of two percent (2%) in excess of the prime rate charged by the principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the respective dates of any such payments.

4.07 RIGHT OF LESSEE TO RECOVER PROCEEDS

It is covenanted and agreed by and between the parties hereto that the Lessor shall not be held responsible for the collection or non-collection of any of said insurance money in any event but only for such insurance money as shall come into its hands. The Lessee, however, shall have the right in the name of the Lessor to sue for and recover any and all sums payable under any of said policies for losses arising thereunder provided it shall indemnify and save harmless the Lessor from any costs or attorney's fees in connection with any such proceeding to recover such insurance money. However, all sums so recovered shall be paid to the Lessor to be applied as herein provided.

4.08 APPLICATION OF INSURANCE PROCEEDS

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the Demised Premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the Demised Premises) the Lessee shall repair, restore or rebuild the same within one year from such destruction or damage, and in such case the insurance money received by the Lessor pursuant to the terms of this Lease under said policies,

after deducting therefrom the reasonable charges of the Lessor for handling such insurance and all costs and expenses of collecting the same, including attorney's fees, and all unpaid and overdue rental payments shall be paid in whole or in part by the Lessor to the contractor or contractors (employed by the Lessee) upon the delivery to the Executive Director of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee and accompanied by waivers of lien and release for the cost and expense of repairing, restoring or rebuilding said buildings or other improvements as the work of repairing, restoring, or rebuilding progresses.

4.09 INSURANCE PROCEEDS DEFICIENCY

It is understood and agreed between the parties hereto that in case the insurance money collected by the Lessor shall not be sufficient to fully pay for the repair, restoration or rebuilding of said buildings and other improvements as aforesaid, then the Lessee shall be required to pay such sums of money, in addition to said insurance money so collected by the Lessor as aforesaid as may be necessary to pay for the complete repair, restoration or rebuilding of said buildings and other improvements; it being understood, however, that the Lessor shall not be required to pay such insurance money so collected until the Executive Director of the Lessor is satisfied that such sum will complete the repair, restoration and rebuilding of said buildings and other improvements, free of mechanics' liens for labor or material, in which event such monies shall be paid by the Lessor to the contractor or contractors employed by the Lessee to complete the repair, restoration or rebuilding of said buildings and other improvements, upon delivery to the Executive Director of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee accompanied by waiver of lien and release as the work of repairing, restoring or rebuilding of said buildings and other improvements shall progress. It is expressly understood that nothing herein shall prevent the Lessee from replacing any building or structure destroyed or damaged with other buildings or structures of different design and construction of at least equal value on any part of the Demised Premises.

4.10 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that the Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or other improvements. In the event of the termination of this Lease by lapse of time, or by reason of any default by the Lessee in any of its payments, or a breach by the Lessee of any of the covenants and agreements of this Lease before the repair, restoration, replacement or rebuilding of said buildings or other improvements shall be completed, as aforesaid, then in any of said cases the insurance money collected by the Lessor shall belong absolutely to the Lessor.

4.11 EXCESS INSURANCE PROCEEDS

It is understood and agreed that after the work of any such repairs, restoration, or rebuilding by the Lessee shall have been completed and paid for, any excess of insurance money then remaining on deposit with the Lessor shall belong to the Lessee and in that event, the Lessor shall pay to the Lessee the balance of said insurance money upon its written request. The provisions of this paragraph as well as those of paragraphs numbered 4.04 to 4.09, inclusive, shall apply whenever and so often as any buildings or other improvements erected and completed on the Demised Premises, under any of the provisions of this Lease, shall have been damaged or destroyed by fire or windstorm.

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

- A. The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the Demised Premises as same may affect Lessee's use and enjoyment of the Demised Premises.
- B. The Lessee expressly agrees that within an area delineated by a line parallel with and 250 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in the Lessee's approved development plans for the Demised Premises, the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the Demised Premises.
- C. Lessee expressly understands and agrees that the Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities.
- D. The Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the Demised Premises. The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said Demised Premises as may be necessary in the opinion of the Executive Director of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's use of the Demised Premises.
- E. It is expressly understood that no blockage or restriction of flow in the waterway will be tolerated at any time. No construction or improvements of

any kind can project into the waterway during construction or after permanent repairs are completed.

It is further expressly understood and agreed by the Lessee that no buildings, materials, or structures shall be placed or erected and no work of any character done on said Demised Premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the Demised Premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

- F. It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on the Demised Premises, or by any other work which the Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.

- G. The Lessee shall relocate or remove the improvements existing or constructed upon the Demised Premises, at no cost to the District in the following instances:
 - (1) In the event that the Demised Premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency; or
 - (2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements; or
 - (3) In the event that said relocation or removal is required for the corporate purposes of the District.

Such relocation or removal shall be commenced within ninety (90) days after notice thereof in writing is served upon the Lessee and diligently prosecuted to the conclusion.

- H. If any any time in the future, any portions of the Demised Premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, as determined by the Executive Director of the Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the Demised Premises that may be so required. Lessee also agrees, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of the Demised Premises so required, or reconstruct or relocate such of its installations so as to permit the use of the Demised Premises for the construction of highways and roadways or adjuncts thereto within sixty (60) days after notice shall have been given to the Lessee by said Executive Director.

- I. The Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon thirty (30) days written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across the Demised Premises. Any such construction shall be located as determined by the Executive Director of the Lessor so as to cause, in his opinion, the least interference with any equipment, or improvements, that the Lessee may then have on the the Demised Premises.
- J. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of the Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.
- K. The Lessee also agrees to collect separately all roof water, surface runoff from grounds and roadways, and drainage water and to discharge the same directly into the Channel all to be done in a manner acceptable to said Executive Director of the Lessor.
- L. It is agreed by and between the parties hereto that the Lessee shall submit to the Executive Director of the Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.
- M. The Lessor reserves to itself the right of access to the Demised Premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Executive Director of the Lessor may deem necessary.

**5.02 SPECIFIC ENGINEERING, DESIGN AND OPERATING
RESERVATIONS AND RESTRICTIONS.
(CLARIFICATION -- NOT LIMITATION)**

- Permeable pavement shall be installed wherever practicable whenever full depth pavement replacement of any current parking lot is undertaken.
- In the event the lessee desires to add new parking lots in the future, any additional proposed parking shall be constructed with permeable pavement wherever practicable.
- GI must be utilized to fullest extent practicable for any improvement made by Lessee during the term of this lease on the leasehold.

- Lessee shall provide a maintenance plan for GI components and shall be responsible for execution of the maintenance plan.

5.03 STORMWATER MANAGEMENT REQUIREMENTS

The Lessee shall submit to the Lessor for its review and approval written plans detailing the Lessee's plans for managing stormwater and drainage on the Demised Premises. The approval of the Lessee's stormwater management plans shall be within the sole discretion of the Lessor.

The Lessee's plans shall provide for the separate collection of all roof water and surface run-off from grounds and roadways; shall comply with all applicable rules, regulations, ordinances, statutes, and laws pertaining to stormwater management, wetlands management, and flood plains; and shall, whenever feasible, employ Best Management Practices (BMP) also known as Green Infrastructure (GI); the terms BMP and GI are interchangeable. BMPs may include, but are not limited to, permeable pavement, green roofs, natural landscaping, filter strips, rain gardens, drainage swales, cisterns and naturalized detention basins. Stormwater unable to be managed by BMPs will be discharged in a manner acceptable to the Lessor.

Additionally, Lessee must use green infrastructure BMPs whenever practicable. If Lessee replaces full depth pavement on the leasehold, it must utilize permeable pavement wherever practicable. (Lessor recognizes that *it may not be practicable to utilize permeable pavement on drive aisles or other areas expected to have heavy truck traffic*). Any new development on the leasehold must use green infrastructure to the fullest extent practicable to address stormwater management. Lessee acknowledges that use of green infrastructure does not obviate its requirement to meet, although it can be used in conjunction with, other requirements for stormwater detention, if applicable, or other rules and regulations concerning stormwater and floodplain management.

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS

6.01 CONSTRUCTION REQUIREMENT

The Lessee agrees within N/A years(s) from the date hereof to improve the Demised Premises by the construction thereon of the hereinafter called "improvements", free and clear of all mechanics' and materialman's liens, claims, charges or unpaid bills capable of being made liens and to design, construct, operate and maintain in full compliance with all applicable building and zoning laws of any agency having jurisdiction thereof. All plans must be approved in writing by the Executive Director of the Lessor prior to commencement of construction.

6.02 TIME OF CONSTRUCTION

Construction of the improvements shall commence within N/A years of the effective date of this Lease. All of said buildings and improvements shall be completed within N/A years of the effective date of the Lease. In the event said improvements are not completed or construction is not commenced as provided above, then the Lessor may at its option terminate this Lease upon giving ninety (90) days notice, in writing, to the Lessee.

**6.03 IMPROVEMENTS REVERT TO LESSOR AT
LEASE TERMINATION OR EXPIRATION**

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by the Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements erected, constructed or placed upon the Demised Premises during the term hereof shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee except as stated in Article 3.09. Lessee shall surrender same in good and proper condition, with all fixtures and appurtenances in place and in good working order, ordinary wear and tear excepted. Lessee shall not commit waste during the term hereof or in the course of vacating same.

ARTICLE SEVEN

7.01 NOTICES

All notices herein provided for from the Lessor to the Lessee or Lessee to Lessor shall be personally served or mailed by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to the Lessee at:

Village of Hanover Park
2121 West Lake Street
Hanover Park, Illinois 60133-4398
Attn: Mayor of the Village
Phone: (630) 823-5900
Fax: (630) 823-5786

or to Lessor at:

Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Attn: Executive Director
Phone: (312) 751-7900
Fax: (312) 751-7926

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by the Lessee that neither the right given in this Lease to the Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by the Lessee to perform and carry out any of the provisions of this Lease, as herein provided, after notices as aforesaid. And the Lessee, for itself and its assigns, hereby waives its right to any notice from the Lessor of its election to declare this Lease at an end under

any of the provisions hereof or to any demand for the payment of rent or the possession of the Demised Premises, except as aforesaid.

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by the Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein contained, the Lessor shall not be obligated to refund to the Lessee any sums of money paid by the Lessee to the Lessor as rentals under the terms of this Lease, and such sums of money shall be retained by the Lessor as liquidated damages, but this provision shall not operate to relieve the Lessee of its obligation to pay to the Lessor the balance of the rental then due the Lessor for the entire term of this Lease.

7.04 ABANDONMENT

Lessee shall not without the prior written approval of Lessor abandon or vacate the Demised Premises or cease to operate its business thereon. Re-entry and repossession by Lessor following abandonment by Lessee shall not constitute a waiver of any rights of the Lessor and shall not be construed as a termination of the Lease. Lessee shall remain liable for all its obligations under the Lease. For purposes of this section, leasehold shall be deemed abandoned if Lessee ceases business on the Demised Premises for a period of twenty eight (28) consecutive days or fails to secure the Demised Premises from unauthorized use or entry within sixty (60) days of its execution and delivery of this Lease.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sub-lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sub-lessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 NO ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that the Lessee shall not sublet or assign any part of this Lease to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of the Lessor.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed sublease or assignment. Lessee shall identify the name and address of the proposed assignee/sublessee and deliver to Lessor original or certified copies of the proposed assignment, a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Lease and any other information or documentation requested by Lessor. Lessor shall not unreasonably withhold the consent to assignment or sublease.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

- A. The proposed activity of the assignee/sublessee does not conform with the terms of this Lease or policies established by the Lessor.

- B. The proposed assignee/sublessee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.
- C. There is an existing violation of or uncured default by Lessee with respect to the Lease.
- D. The activity of the proposed assignee/sublessee would interfere with or disturb neighboring tenants or owners.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid by or performed by the Lessee, Lessee will pay to the Lessor, as additional compensation hereunder in the event Lessee assigns this Lease or sublets all or part of the Demised Premises, fifty percent (50%) of all value it receives from its assignee/sublessee for the use and occupancy of the Demised Premises as a result of the sublease or assignment in excess of the cash rent which Lessee is currently paying with respect to the subleased portion of the leasehold or the leasehold as a tract, if assigned. In the event any portion of the Demised Premises is sublet prior to obtaining the Lessor's written consent, the Lessor shall be entitled to recover from the Lessee one hundred percent (100%) of any sublease fees or rental collected by or on account of the Lessee for said sublease.

The value of additional services to be performed by the Lessee, sublessee or assignee shall not in any way be included in determining the foregoing fifty percent (50%) sum.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Lessee.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect.

7.07 NON-GOVERNMENTAL COMMERCIAL DEVELOPMENT OF ALL OR PART OF THE DEMISED PREMISES

In the event Lessee shall determine that there exists a nongovernmental person, firm, partnership, corporation or other entity which desires to develop all or a portion of the demised premises for a commercial, non-permitted and non-governmental purpose of Lessee hereunder, Lessee shall not assign or sublet the Lease, but shall develop a good and sufficient legal description and plat of the proposed commercial development area within the leasehold premises, and upon written notice thereof to the Lessor, offer to surrender such segment of the demised premises to the Lessor. Upon acceptance of surrender of that segment of the demised premises, the Lessee's rent hereunder shall be abated proportionately and Lessor may thereafter offer such segment as available for commercial leasing in accordance with the commercial leasing provisions of the Lessor's Leasing Statute and all applicable enactments, practices and policies of Lessor's Board of Commissioners relative thereto.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 LESSEE MAY IMPLEAD LESSOR IN REAL ESTATE LITIGATION

The Lessee may, after notice in writing to the Lessor, implead the Lessor as a party at any time during the term of this Lease, in any litigation concerning the Demised Premises in which Lessor is a necessary party.

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

The Lessee agrees to pay and discharge all costs and reasonable attorney's fees and expenses which the Lessor shall incur in enforcing the covenants of this Lease.

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, the River Edge Renaissance Program and the Revised Leasing Criteria for the North Shore Channel Right-of-Way lands of the Lessor's Board of Commissioners in the execution of its development plan for the Demised Premises which abut any such waterway and Demised Premises which afford Lessee direct access thereto may be utilized by the Lessee for the purpose of waterborne commerce. However, the Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of the Lessor to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Lessor will require the Lessee to re-establish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. The Lessor reserves the right to traverse the Demised Premises to access the waterway which abuts the Demised Premises.

The Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. The Lessee shall implement the beautification plan described in the attached Exhibit C. Lessee shall comply with all applications of said Resolution in its use and development of the Demised Premises. Lessee's method of compliance therewith shall be approved by Lessor's Executive Director in writing.

8.05 PUBLIC SERVICE PROMOTIONAL SIGNAGE

Lessee shall, during the term of this Lease, at its sole cost and expense, construct, erect and maintain, at one or more prominent locations on the leasehold premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of the Lessor

in connection with Lessee's use of the leasehold premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the Executive Director of Lessor, and shall, at a minimum, state that:

"THIS FACILITY IS PROVIDED IN PART AS A COMMUNITY SERVICE WITH THE COOPERATION AND SUPPORT OF THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO."

ARTICLE NINE

DEMISED PREMISES WITH EXISTING IMPROVEMENTS

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

The Lessee will keep the leasehold improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

9.02 CONDITION OF DEMISED PREMISES AND IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that the Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Demised Premises or the improvements upon the Demised Premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by the Lessee. Lessee accepts the Demised Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Lessee acknowledges that it has inspected the Demised Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03 MODIFICATION OF IMPROVEMENTS

No modification of the leasehold improvements shall be made by Lessee without the prior written approval of the Lessor and compliance by Lessee with all other terms of this Agreement.

9.04 NOTICE

It is further agreed that the notice as provided in Article One, Paragraph 1.02 hereof shall not be given by the Lessor except pursuant to an order of the Board of Commissioners of said Lessor.

9.05 PLAT OF SURVEY AND LEGAL DESCRIPTION

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the Demised Premises are located, Lessee shall procure, at its own expense, a plat of survey and legal description of the Demised Premises prepared and certified in writing by a Registered Illinois Land Surveyor, within twenty- one (21) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and

approved by the Lessor's Executive Director in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. The Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this Lease Agreement as Exhibits A and B, respectively, upon the approval thereof by District's Executive Director, without further affirmative act by either party hereto.

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

- A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:
- (1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;
 - (2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and
 - (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C. Sec. 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec, 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published there-under, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar

state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, ureaformaldehyde and radon gas;
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;
- (3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;
- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;
- (5) any substance (whether solid, liquid or gaseous in nature) the presence of which on adjacent properties could constitute trespass by or against Lessee or Lessor;
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;
- (7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer or registered architect with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised Premises, review of the Demised Premises' permit and enforcement history (by review of regulatory agency records) a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

10.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE DEMISED PREMISES

Lessee, for itself, its successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Demised Premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

10.03 USE OF DEMISED PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 CONDITION OF DEMISED PREMISES (ENVIRONMENTAL)

- A. In the event Lessee has been the prior occupant/tenant of the Demised Premises under a prior occupancy/use authorization, Lessee warrants and represents that to the best of Lessee's actual knowledge, during the period of such prior occupancy/use the Demised Premises and improvements thereon including all personal property, are free from contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the Demised Premises as defined by any Environmental Laws, and that the Demised Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. *(This provision is applicable only to tenants seeking a new lease for the same property).
- B. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Demised Premises or the improvements thereon during the term of this Lease except such release, emission, discharge or disposal by Lessor, its employees, or agents, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this Lease.

10.05 INDEMNIFICATION (ENVIRONMENTAL)

- A. In consideration of the execution and delivery of this Lease Agreement, the Lessee indemnifies, exonerates, and holds the Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including reasonable attorney's fees, costs and disbursements, incurred by

the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any property to which the Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of the Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of the Lessee with respect to the violation of law which results in liability to Lessor.

- B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, the Lessee shall give immediate written notice of the same to the Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.
- C. Lessee shall be responsible for all costs for remediation of the Demised Property for contamination that migrates from adjacent property during the term of the Lease but Lessor may seek recovery from any responsible third party.

**10.06 DEMISED PREMISES RESTORATION/ REMEDIATION BOND
(ENVIRONMENTAL)**

On or before the commencement of the last three year period of the leasehold term hereunder, Lessee shall submit a letter of intent to renew and within eighteen (18) months prior to expiration, execute the lease. If a lease is not executed prior to eighteen (18) months prior to expiration, Lessee shall lodge with the Lessor its Environmental Demised Premises Restoration/Remediation Bond in the penal sum of \$10,000.00, secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Lessee's performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by the Lessor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to the Lessee. Such account shall be drawable only by Lessor upon its unilateral act. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by the

Lessee and documented as such at the time it is lodged with the Lessor. Said Bond shall be in a form approved by the Lessor and shall be maintained in full force and effect until such time as Lessee has demonstrated and documented to the reasonable satisfaction of Lessor (and Lessor has executed its written release thereof to the issuer), full compliance with all Environmental Laws, relating to Lessee's use or occupancy of the Demised Premises and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

- A. It has no knowledge of any pending or threatened:
 - (1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or
 - (2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.
- B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.
- C. Lessee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.
- D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Lessee (from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.
- E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.
- F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. Lessee will take all reasonable steps to assure that there will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Demised Premises during the term of this Lease.
- G. Except as disclosed on Attachment D hereto, Lessee has not received from any government entity since 1980, any written complaint or written notice

asserting potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.

- H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA *(This provision applicable only to occupants/tenants seeking a new lease for the same property).
- I. During the term of this Lease, Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.
- J. Within 60 days after execution of the Lease, the Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and submitted to Lessor on the anniversary date of the execution of the Lease.
- K. Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.
- L. The Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises, which notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (1), renovation shall be deemed significant when the total cost exceeds \$10,000.00.
- M. Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface or subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.
- N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.

10.08 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

- A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.
- B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee.
- C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee.
- D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee.

10.09 ADDITIONAL ENVIRONMENTAL COVENANTS

Lessee shall cause each of its contractors, subcontractors, employees and agents to:

- A. (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;
- (2) undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials caused by Lessee or any person permitted to use the Demised Premises by Lessee or any third party during the term of the Lease except Lessor;
- (3) provide notice to the Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or

abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.

- B. Notify Lessor by telephone within two hours of Lessee's actual knowledge the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.
- C. Provide such information that Lessor may reasonably request from time to time to determine compliance by the Lessee with this Article.
- D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.

10.10 COMPLIANCE (ENVIRONMENTAL)

The Lessee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

- A. Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every fifth anniversary of the execution of this Lease and submit the written report to the Lessor within 90 days after each fifth anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises or adjacent property caused or permitted by Lessee during the term of the Lease, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time if it has reasonable suspicion of the presence of Hazardous Material on the Demised Premises resulting from Lessee's activities.
- B. If buildings exist on the premises on the date of this Lease or subsequent thereto, Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease.
- C. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.

- D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor shall have the right, but is not required to cause an independent environmental consultant, chosen by the Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.
- E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessor shall have the right and option to terminate this Agreement and to declare it null and void.
- F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to the Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:
 - (1) the Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;
 - (2) the Demised Premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;
 - (3) the engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;
 - (4) if any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Demised Premises, which documents that the Demised Premises and improvements are free of contamination by Hazardous Materials;
 - (5) the engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the

"Authorities"), and described any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and

- (6) the engineer includes copies of the submissions made pursuant to the requirements of Title III of the the Superfund Amendments and Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.
- G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to the Lessor, and in no event later than seventy-two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) the Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; or (iv) any part of the Demised Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

- A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.01, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, reasonably satisfactory to the Lessor, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice and consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable environmental statutes, laws, ordinances, rules, and regulations, including licenses, permits, or certificates required thereunder, and the Lessee's compliance with the representations and warranties previously set forth in this Lease. After review of the written report, upon reasonable basis therefor Lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.
- B. Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Leased Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the

Demised Premises or improvements thereon, as the Lessor, in its sole discretion, determines is necessary to protect its interests.

10.12 Additional Requirements – Maintenance

- 1) Lessee must perform regular maintenance to ensure that no stormwater backup or blockage occurs on the property.
- 2) Lessee must take no action to impede stormwater drainage from neighboring properties. In the event stormwater drainage from neighboring properties is impeded, Lessee shall take appropriate corrective action and remove such impediments.
- 3) Lessee assumes responsibility for the existing perimeter fencing on the site abutting the school crossing easement to the north of the 23+ acre site, Walnut Avenue to the south, and the west branch of the Upper DuPage river to the east.
- 4) Lessee shall be responsible for the upkeep, repair or removal of a tractor shed on the property.
- 5) Lessee agrees to accept the District's air-dried, exceptional biosolids as a topdressing fertilizer for maintaining turfgrass in amounts agreed upon by the Village and District personnel at the Stickney Water Reclamation Plant and by contacting Dr. Albert Cox at 708-588-4063.

IN WITNESS WHEREOF, THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in triplicate by its Mayor and attested by its Clerk and its corporate seal to be hereunto affixed all the day and year first above written.

0

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: _____
Cynthia M. Santos
Chairman of the Committee on Finance

ATTEST:

Jacqueline Torres, Clerk

VILLAGE OF HANOVER PARK

By: _____

ATTEST:

Title: _____

By: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES
HEREBY CERTIFY that _____, personally known
(Name)
to me to be the _____ of _____ a
(Title) (Village/Town/City)
municipal corporation, and _____, personally known to me to be the
(Name)
_____ of said municipal corporation and personally known to
(Title)
to me to be same persons whose names are subscribed to the foregoing instrument, appeared
before me this day in person and severally acknowledged that as such
_____ and _____ of said municipal
(Title) (Title)
corporation, duly executed said instrument in behalf of said municipal corporation and caused
its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of
said municipal corporation, as its free and voluntary act and as the free and voluntary act and
deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, A.D. 20__.

Notary Public

My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CYNTHIA M. SANTOS personally known to me to be the CHAIRMAN OF THE COMMITTEE ON FINANCE of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, and JACQUELINE TORRES, personally known to me to be the CLERK of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said municipal corporation, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said municipal corporation, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 20____.

Notary Public

My Commission expires:

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED: AS TO PLAT AND LEGAL DESCRIPTION

Engineer of Stormwater

Assistant Director of Engineering

Director of Engineering

APPROVED:

Executive Director





TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Katie Bowman, Village Planner

SUBJECT: Changes to the regulation of automatic changeable copy signs

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: December 6, 2012

Executive Summary

Review recommended changes to the regulation of automatic changeable copy signs and direct Staff to prepare an Ordinance amending such regulations.

Background

Following discussion and direction by the Village Board, the Development Commission has reviewed regulations related to automatic changeable copy signs (electronic signs) and recommends that various changes be made. The CONECT business committee also reviewed the proposed regulations and finds them to be acceptable. Staff performed a wide range of research related to best practice regulations in nearby communities and practical impacts on signs and streets; and now provides a positive recommendation of the regulations, with several comments. See Exhibits 1, 2, and 3 for photos of similar automatic changeable copy signs, a survey of regulations in area communities, and a summary of current regulations.

Discussion

The Development Commission's recommended changes have been incorporated into the draft regulations of automatic changeable copy signs, Municipal Code, Chapter 6 – Advertising, 'Sign Ordinance'. The proposed changes also reflect Staff's recommendation based upon additional research of common practices in neighboring municipalities and sign industry technological standards. Proposed new regulations and explanatory comments are outlined below.

Proposed Changes: NOTE: Regulations are in standard text, comments are in italics.

Sec. 6-3. Definitions.

The definition of automatic changeable copy signs is to be replaced with the following:

Changeable copy sign, automatic. A sign, on which the copy changes automatically through illumination by electric lights, luminous tubes, or any other means of illumination or through mechanical or electrical means.

Such signs shall adhere to all of the following conditions and restrictions:

(1) Location:

- (a) allowed in the commercial B-1 and B-2 Zoning Districts, on a zoning lot located on an arterial or major collector street as defined in Section 38-102.d;
- *Arterial Streets include: Barrington Road, Irving Park Road, Lake Street, Elgin O'Hare Expressway, Gary Avenue, County Farm Road, and Army Trail Road.*
 - *Major Collector Streets include: Walnut Avenue, Devon Avenue, Ontarioville Road, Stearns Road, Greenbrook Boulevard, Schick Road, and Wise Road.*

- (b) **religious institution** signs, government signs, and public building identification signs, as defined in this code, may be allowed in the residential R, R-1, R-2, R-3, and R-4 Zoning Districts, **with special use approval** on a zoning lot located on an arterial or major collector street as defined in Section 38-102.d and in a location that does not face the front of a residential unit;

This provision will permit signs for religious institutions, governmental units (including park districts and libraries), and public buildings (including schools) in residential districts when located along streets that are highly travelled and generally commercial in nature. Impact upon neighboring residences will be lessened with the provision that such signs may not face the front of a residential unit (typically residences are oriented away from the major streets).

NOTE – Staff also recommends that special use approval be required for such signs to ensure that they do not cause undue impact and meet the goals of the use and district they are within.

- (c) shall be set back not less than ten (10) feet from the right-of-way, shall not be located within one hundred (100) feet of another such sign;

Provision included to ensure a reasonable distance between such signs. Smaller commercial lots in the Village are often around 100 feet wide.

(2) Design:

- (a) allowed only when all signs on the zoning lot are in total compliance with the sign ordinance;
- (b) the sign surface area shall be counted in the overall surface area of the free-standing sign and shall not be permitted as a wall sign or as part of a wall sign or window sign;
- (c) the sign area shall not exceed two-thirds (2/3) of the maximum permitted sign area of the sign of which the changeable copy sign is a part;

These regulations apply to all signs in all districts. Under this provision, the following would be permitted:

- *business not in shopping center: 42.2 sf changeable, 64 sf total*
- *centers with less than 300 feet of frontage: 53.6 sf changeable, 80 sf total*
- *centers with 300-500 feet of frontage: 67 sf changeable, 100 sf total*
- *centers with more than 500 feet of frontage: 100.5 sf changeable, 150 sf total*
- *public building identification and church signs: 23.45 sf changeable, 35 sf total*

(3) Display and Brightness:

- (a) lumination level must not exceed five thousand (5,000) nits (candelas per square meter) during daylight hours and a maximum illumination of five hundred (500) nits (candelas per

square meter) between dusk and dawn (sunset and sunrise) as measured from the sign's face at a maximum brightness;

Based upon discussions with several sign companies and review of multiple municipal codes and industry research, the nit is found to be the standard measurement of illumination for LED signs and a range of 5,000 during the day to 500 at night is the most common and reasonable illumination level.

(b) shall be equipped with manual and automatic dimming devices and sun screens to adjust the brightness levels based upon ambient light conditions;

(4) Text:

(a) sign copy changes shall occur no more often than every 7 seconds;

(b) no scrolling, flashing, crawling, or other movements of text messages;

(c) messages may dissolve or go blank and may either reappear in full display or solidify;

(d) graphics shall be allowed as fixed displays but with no moving graphics, background colors or displays shall be allowed to change only when the message changes;

Staff recommends that no moving graphics be permitted. While the Village's Barrington Road monument sign does display small movements on the background (waving flag), the regulation of movement on other signs to permit small, but not large, distracting movements ('running icon') or video display is anticipated to be difficult. Additionally, several sign companies recommended against movement on signs as they find it distracts from the business' message.

(e) no other special effects are allowed;

(5) Message:

(a) copy shall not advertise products or services not available on the zoning lot on which the automatic signage is located, **except when such copy is providing public emergency notices or notice of local public events being held by local governmental or local non-profit organizations.**

The Development Commission recommends that 'public service announcements' regarding local nonprofit events or emergencies be permitted to be displayed on private signs. However, Staff recommends against this. In general, it is not found that other communities permit public service announcements, and when they do it is often limited to emergency announcements. The Village's Sign Code prohibits off-site advertising and notice of nonprofit events or activities could proliferate in a manner contrary to the intent of the sign ordinance under this provision. Local governmental organizations are currently permitted to notice their events on the Village's Barrington Road Sign and may construct their own sign under the proposed changes.

Section 6-7 – Permitted signs in residential districts.

The specifications for signs in residential districts are to be updated, with the bolded wording added.

(a) Permitted permanent signs in residential districts.

(1) Public building identification signs. One double-sided freestanding sign not exceeding 35 square feet per side and ten feet in height. *Such freestanding signs shall be maintained in*

automatic changeable copy sign, provided such sign meets the requirements in Section 6-3. Noninternally-illuminated wall signs not exceeding the area allowed in table 6.8.

Landscaping shall be installed in a minimum two-foot radius around the sign base and shall consist of a minimum of six shrubs. The landscape area shall consist of an edged, mulched bed, free of weeds, and shall be maintained so that no plantings obstruct the sign information (logo, letters, numbers, and/or symbols). A landscaping plan shall be submitted for review and approval with the sign permit application.

Additional clarification to specify that sign meets requirements above.

- (4) Government signs. Of any type, number, area, height, location or illumination as specified by law or statute.

No change necessary.

- (12) **Religious Institution signs.** Each place of religious worship is permitted one identification sign not exceeding 35 square feet per side in area or ten feet in height. **Such freestanding sign may be a manual or automatic changeable copy sign, provided such sign meets the requirements in Section 6-3.** Landscaping shall be installed in a minimum two-foot radius around the sign base and shall consist of a minimum of six shrubs. The landscape area shall consist of an edged, mulched bed, free of weeds, and shall be maintained so that no plantings obstruct the sign information (logo, letters, numbers, and/or symbols). A landscaping plan shall be submitted for review and approval with the sign permit application.

Additional clarification to specify that sign meets requirements above and change 'church' to 'religious institution.'

Sec. 6-8. Permitted signs in business districts.

The list of signs in each business districts is to be updated to add automatic changeable copy signs as a permitted sign, subject to the overall signage regulations in Section 6-3.

Recommendation

Staff requests that the Village President and Board of Trustees review the proposed changes to the regulation of automatic changeable copy signs, provide any comments or recommended changes, and direct Staff to prepare an Ordinance to update such regulations.

Attachments

- Exhibit 1 – Photos of automatic changeable copy signs
- Exhibit 2 – Survey of automatic changeable copy signs regulations in area communities
- Exhibit 3 – Village Board Memo of September 20, 2012, including current regulations

Budgeted Item:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Budgeted Amount:	\$ N/A	
Actual Cost:	\$ N/A	
Account Number:	N/A	

Workshop Meeting 12/6/12
Page 49 ⁴



Village of Hanover Park
Community Development Department

ELECTRONIC CHANGEABLE SIGNS – PHOTOS

2/3 of sign changeable, appx 48sf – Carol Stream



2/3 of sign changeable, less than 48sf – Carol Stream



1/2 of sign changeabel, appx 48 sf – Carol Stream



1/3 of sign changeable, under 30 sf - Addison



2/3 of sign changeable, appx 144 sf – Addison



1/2 of sign changeable, over 50 sf – Carol Stream



3/4 of sign changeable, over 50 sf – Addison



full sign changeable, over 50 sf – Carol Stream



Village of Hanover Park

Municipality	Allowed	Permitted Locations	Size Restrictions	Frequency Restrictions	Other
Carol Stream	Yes	On any types of sign considered "permanent" in residential, business, office and industrial districts	Up to two-thirds of allowable sign area may be changeable	Messages cannot be changed more than every 3 seconds	Signs may not flash, blink or display images that might distract traffic
Addison	Yes	Business Districts B1, B2, B3, B4, on properties on major street	A maximum of 40% of the total permitted sign area may be changeable	Copy can change in no less than 2 second intervals	Messages may dissolve or go blank and may either reappear in full display or solidify, no other special effects are allowed. Moving graphics are not allowed. Background colors or displays shall be allowed to change only when the message changes.
Antioch	Yes		Sign face shall not exceed a total of 25 sq. ft.	Static display time for each message is 24 hours minimum	Two signs must be 500 feet apart
Arlington Heights	Yes	Gas Stations for pricing and Banks for time temp			
Barrington	Yes	LED "open/closed" signs permitted in business windows	Maximum of 4 sq. ft. per business		No flashing or animation allowed
Bartlett	Yes	Only as time-temperature signs in business districts	No larger than 2' in one dimension and 4' in the largest dimension	Alternating time and temp signs shall change no more than once every 7 seconds.	
Buffalo Grove	Yes	Sign shall not face a single family zoned district	It shall not exceed a total of 25 sq. ft. The square footage of each face shall be included in the calculation of the total area of all signage allowed for the property.	Message only changes once every 20 seconds	Signs shall be extinguished at the close of business. Equipped to override commercial messages in emergency situations like for "Amber Alert".
Bloomington	No				

Municipality	Allowed	Permitted Locations	Size Restrictions	Frequency Restrictions	Other
Carpentersville	Yes	Commercial zoning districts	50% of the sign surface area	Message changes once per minute	Display is limited to letters and characters only, any image is not allowed. LED window signs are permitted with restrictions
Cary	Yes		height - 10 ft. max. Square footage of sign - 72 sq. ft. Square footage of LED 40% of total sign area.	Sign can only change once every 15 minutes	Signs allowed with conditional use permit
Des Plaines	Yes	Business, Manufacturing, Institutional and Residential as permitted use when on school property	30% of the total sign area or 20 sq. ft. whichever is less	Messages cannot be changed more than once every 7.5 seconds	one display board permitted per lot; Display shall not exceed 500 sq. ft. per side and not more than 45 ft. in height
Grayslake	Yes	Business district	30% of the sign or one square foot for every 1220 sq. ft. of retail area, not greater than 70 sq. ft.	Display changes every 8 seconds	LED colors shall be limited to 3. Images softened at dusk. Limited animation allowed, Village reserves the right to restrict the use of animation
Hoffman Estates	Yes		Varies per approval	Yes. Cannot change more frequently than once every 10 seconds.	No flashing, moving, blinking, etc.
Mount Prospect	Yes		50% of the total area of the sign face	Display shall not change more than once every 10 seconds	Considering all factors satisfied, if the display time is more than 30 secs then the sign shall be permitted and if the display time is less than 30 secs then it requires special use approval
Northbrook	Yes	Institutional Buildings (IB) and Open Space (OS) zoning district	No more than 60% of the total sign area	The displayed message may be changed by intermittent lighting changes but such changes shall not exceed 12 per minute	Messages shall be restricted to a single color for the entire message screen. The display may only use white or amber light.
Rolling Meadow	Yes		Message should not exceed 1/3 or 1/2 of the total sign face area		Allowed by variance only. Min. 500 ft. distance between signs.

Municipality	Allowed	Permitted Locations	Size Restrictions	Frequency Restrictions	Other
Roselle	Yes	Business, office and industrial districts - on plaza or directory signs	Regulated according to business district size restrictions.	For signs within 275' of an intersection with a traffic signal, messages may change no more than once every 5 seconds.	For signs within 275' of an intersection with a traffic signal, the color of the message shall not be red, yellow or green.
Palatine	Yes	Subject to Special Use approval; restricted to business uses along 4 major corridors	40% of the total sign area	No more than four messages per day, with a minimum 60 second display time for each message.	Prohibited for residential use; One sign per zoning lot; Min. 500 ft distance between two signs; Illumination has to be consistent in color with no flashing or blinking image
Prospect Heights	Yes			Once every 2 seconds	Two signs must be 500 feet apart; No flashing, blinking or scrolling display allowed
Schaumburg	Yes	Gas station pricing signs and properties with direct frontage on expressways.	450 square feet are permitted for each face of the sign, and must not exceed an aggregate gross surface area of 900 square feet.	Gas station electronic signs may not move or flash. No restrictions on properties fronting expressways.	Design limited to monument ground signs. Must not be located within 15' of any point of vehicular access.
Skokie	Yes			Signs must display only one message for 24 hours	
Streamwood	Yes	Permitted by special use process, sign package is typically reviewed as part of approval process for new business	32 square feet	Messages must be static and change no more than once every 30 seconds.	No restrictions on multiple colors.
Vernon Hills	Yes	Allowed on interior of windows only	Max. 20% of window area not to exceed 50 square feet.	Frequency of message change not to exceed once every 30 minutes.	

Municipality	Allowed	Permitted Locations	Size Restrictions	Frequency Restrictions	Other
Wheeling	Yes	Signs may be permitted for governmental buildings, recreation centers, convention centers, hotels, theaters and schools		Message shall change no more than once every 10 seconds	Sign should meet all setback, landscaping and size regulations in the sign code. No sound or flashing allowed.
Wilmette	Yes			One change per three seconds.	

Prepared by:
Planning & Zoning

31-Oct-2012



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Katie Bowman, Village Planner

SUBJECT: Update on the regulation of automatic changeable copy signs

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: September 20, 2012

Executive Summary

Update on regulations for automatic changeable copy signs (electronic signs), including review of Development Commission's recommendation of potential changes.

Background

Current Regulations

Electronic signs that are capable of displaying multiple messages are referred to as *automatic changeable copy signs* in Chapter 6 of the Municipal Code, which regulates advertising and signage.

Automatic changeable copy signs are defined as:

A sign on which the copy changes automatically through illumination by electric lights, luminous tubes, or any other means of illumination or through mechanical means. Such signs shall adhere to the following conditions and restrictions: only one color for the changeable copy is permitted on a black background with no scrolling, flashing, or other movements between text messages; sign copy changes shall occur no more than once every 90 seconds; and copy shall not advertise products or services not available on the lot on which the automatic signage is located.

Further regulations regarding automatic changeable copy signs include:

- Only permitted in Business Districts, including B-1 and B-2
- On freestanding signs for businesses not located in shopping centers, the automatic changeable copy sign may comprise the entire sign area (up to 64 square feet)
- On freestanding signs businesses located in shopping centers with more than 300 feet of frontage on an arterial street, the area of the automatic changeable copy sign may not exceed 25 percent of the maximum permitted sign area for the freestanding sign (permitted area depends upon size of building frontage)
- Illumination level may not exceed 75 footcandles when measured with a standard light meter perpendicular to the face of the sign at a distance equal to the narrowest dimension of the sign (common measure of illuminating brightness)

Regulation Survey

The municipal codes of surrounding communities reflect a variety of approaches for regulating electronic changeable signs. A review of regulations in various municipalities revealed that while all generally permit electronic message centers which display text and images, most do not permit full digital video displays. A summary of regulations from six surrounding communities is summarized in Exhibit 1.

In regard to best management practices on this topic, an April 2008 article from the American Planning Association's *Zoning Practice* titled "Practice Smart Sign Codes" offers some references for how municipalities are regulating the different forms of digital signs, and recommendations for what to consider when writing regulations for them. These recommendations are included in the Considerations section below.

Considerations

It is recommended that when a jurisdiction is considering updating its sign ordinance, it should consider elements such as:

- Detailed definition of digital display signage with guidelines for design and aesthetics, including colors, pictures, and videos
- Message duration and transition
- A list of the zoning districts in which such signs are allowed and prohibited
- Restrictions on the placement of signs, such as their orientation to residential districts
- Limits on the percentage of a sign's area that can be devoted to a digital display
- Restrictions on illumination levels during the day and after dark
- Public service announcements: some municipalities require that digital signage be used to display emergency information and amber alerts
- Process by which signs will be approved, whether it be by standard sign plan review or additional special use review

Discussion

The Development Commission discussed existing regulations of automatic changeable copy signs at their meeting of August 30, 2012. Upon review of current regulations in Hanover Park and in surrounding communities, they made comments and recommended several changes to the regulations:

- Types of signs:
 - Maintain the current definition of automatic changeable copy signs (see p. 1)
 - Prohibit 'digital video displays' that show full video
- Location and Approval:
 - Permit automatic changeable copy signs business districts by right (following outlined regulations)
 - Permit automatic changeable copy signs in residential districts for school and churches, with special use approval
 - Special use approval allows for these signs to be subject to additional limitations, such as lower lighting level and orientation or distance away from closest residence

- Display:
 - Permit multiple colors of sign text and background
 - Permit copy changes to occur once every 5 - 7 seconds
- Movement:
 - Limit movement, shaking, scrolling, or flashing of text
 - Recommend language found in the Village of Addison's regulations.
- Area: Up to 50% of the total permitted freestanding sign area may be utilized by automatic changeable copy
- Illumination: The illumination level of signs must be reduced by 50% after 10 or 11 p.m.
- Public Service Announcements: Do not recommend that automatic changeable copy signs be required to display public service announcements

The Development Commission also recommended that considerations be made to ensure that the automatic changeable copy signs do not become too numerous or cluttered as to have a negative aesthetic impact or to become a significant distraction. This may be addressed through the requirement that automatic changeable copy signs be located at least 75 feet from each other. With the narrowest commercial lots in the Village being around 100 feet in width, this would require that the signs not be directly adjacent to each other. Additionally, the high cost of electronic signs is expected to limit the overall number of signs, as it has done to this time.

Recommended Action

Staff requests that the Village President and Board of Trustees review the recommended changes to regulation of automatic changeable copy signs. Next, Staff will draft language for an amendment to the Municipal Code for review by the Development Commission and Village Board.

Attachments

- ~~Exhibit 1 – Regulation of automatic changeable copy signs in surrounding communities~~
~~Exhibit 2 – Photos of automatic changeable copy signs~~
~~Exhibit 3 – Draft Development Commission Minutes, August 30, 2012~~

Memo Only Included - updated materials elsewhere in packet

Budgeted Item:	___ Yes	_X_ No
Budgeted Amount:	\$ N/A	
Actual Cost:	\$ N/A	
Account Number:	N/A	



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Katie Bowman, Village Planner

SUBJECT: Barrington Road Sign Policy

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: December 6, 2012

Executive Summary

Review recommended administrative policy for the operation of the Barrington Road entryway monument sign.

Background

Following months of testing and operation of the Barrington Road entryway monument sign, the Editorial Board recommends a standardized policy for its operation. The policy has been developed in order to ensure that the sign conveys public information in a consistent and clear manner. It has been developed with feedback from the Hanover Park Park District, who is a major user of the sign.

Discussion

The purpose of the Barrington Road sign is to disseminate municipal and other governmental information to the public. Messages are to be displayed by the Village of Hanover Park, the Hanover Park Park District, and other government entities.

As a governmental sign, the Barrington Road Sign is not subject to the general automatic changeable copy regulations. However, in keeping with the recommendation of Staff and the Development Commission, the message parameters are similar. Flashing and scrolling of messages is prohibited. The minimum time between messages is shorter (3 seconds rather than 7) and moving backgrounds may be permitted on a limited basis. Messages are to be approved by the Village's Editorial Board and are to provide basic information about upcoming events and public messages.

Recommendation

Move approval of the administrative policy for the Barrington Road Sign.

Attachments: Barrington Road Sign Policy

Budgeted Item:	_____ Yes	___X___ No
Budgeted Amount:	\$ N/A	
Actual Cost:	\$ N/A	
Account Number:	N/A	

Agreement Name: _____

Workshop Meeting 12/6/12

Executed By: _____

Page 59

**ADMINISTRATIVE POLICY
HANOVER PARK, ILLINOIS**



DIRECTIVE: 000

SUBJECT: **Barrington Road Sign**

POLICY: It is the policy of the Village of Hanover Park to utilize the LED lighted sign on Barrington Road to provide pertinent information to the public utilizing the guidelines set in place by this policy.

PURPOSE: The purpose of the LED lighted sign on Barrington Road is to provide a mechanism to disseminate municipal and other government entity information to the public.

DEFINITIONS:

Government Entity: Any public body which is funded through taxes that serves Hanover Park.

Editorial Board: A group of individuals from various Village of Hanover Park departments who review and approve Village communications, website content, special events, and other miscellaneous community events and information and promotional materials. This group includes the Village President, Village Manager, Village Clerk and Manager's Administrative Assistant, among others.

I. **Approved Organizations**

A. The Village of Hanover Park, its committees and commissions, and Hanover Park Park District are approved to display content on the sign following the guidelines listed below. The Park District is permitted to have up to eight messages, unless otherwise authorized by the Editorial Board.

B. **Other Government Entities:**

The sign may be used to display information on behalf of other government entities for their governmental functions. Request is to be submitted in writing. This request will then be presented to the Editorial Board for approval.

II. Content and Format

A. Restricted Material and Message Content

1. Sign messages will contain information restricted to Village of Hanover Park government activities, as well as material from other governmental entities concerning their governmental activities, which has been approved by the Editorial Board.
2. Information advertising commercial businesses or other private entities is not permitted, in addition to private, religious and for-profit events.
3. Special events will be advertised no more than two weeks prior to the event.
4. The Village of Hanover Park reserves the right to edit any messages sent in from outside organizations.

B. Format of Messages.

1. For maximum visibility, text contained within a message must be no less than a 15 pt. font size, and no more than 3 lines on any individual message. One additional message may be created to include all the information needed. Messages must be meaningful and not simply graphics or logos. The font used in messages must be Arial Black.

Simple picture graphics and logos may be used; However, messages may not contain flashing borders, scrolling or other movements between messages. Sign copy changes shall not occur no more than once every 3 seconds. Note that any pictures and/or graphics used must follow copyright laws (i.e. no copyrighted materials may be used without written authorization).

2. Color – Village of Hanover Park messages will contain a blue background with tan text or EasyArt backgrounds from the Ignite Software. The Hanover Park Park District messages will contain a green background with yellow color text or EasyArt backgrounds from the Ignite Software.

Other government entities will be assigned colors so that the agencies can be distinguished from one another.

3. Timing – The timing on the sign should be set to 3-4 seconds per slide. A good guideline to use is 1 second per line of text.



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
 Craig A. Haigh, Fire Chief
 Kelly Gawlik, Lieutenant and Assistant Training Officer

SUBJECT: Child Safety Seat Installation Program

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: December 6, 2012 – Board Workshop

Executive Summary

The Hanover Park Fire Department has had in place for a number of years, a program to install child safety seats. This program is regularly used by area residents and consumes a fair amount of staff time to both manage the service and conduct the installations. In addition, the cost to provide both the initial and continuing education to our Child Passenger Safety Technicians is expensive. The department feels that this program is an important service and is in compliance with our mission statement, “....we will provide the highest degree of safety and security to the community.” The Department plans to continue providing this service. In addition, many of the people using this program are not residents of the Village; resulting in our residents bearing the cost of this service, while it is being provided free to non-residents. Often times the seats are installed, based on a court directive, for those who were ticketed for not having a child appropriately restrained within their motor vehicle.

The Department is recommending the establishment of a Child Seat Installation Fee for non-Village residents and to those having a court directive.

Discussion

A survey was conducted with the help of the DuPage Mayors and Managers Conference and the Northwest Municipal Conference. Both organizations sent out surveys on behalf of the Village to see which municipalities perform car seat installations and if anyone is charging for their service. After the data was collected, it was noted that there is only one municipality that charges for the service, while others have set times and days that they schedule installations and some do not offer installation at all.

The department also analyzed internal records to determine the cost to the Village for certifying and maintaining the Certified Child Passenger Safety Technicians. In addition, we looked at who is using the service and which communities they are coming from. We found that many neighboring communities stated within the survey that they perform this service,

Agreement Name: _____

Workshop Meeting 12/6/12

Executed By: _____

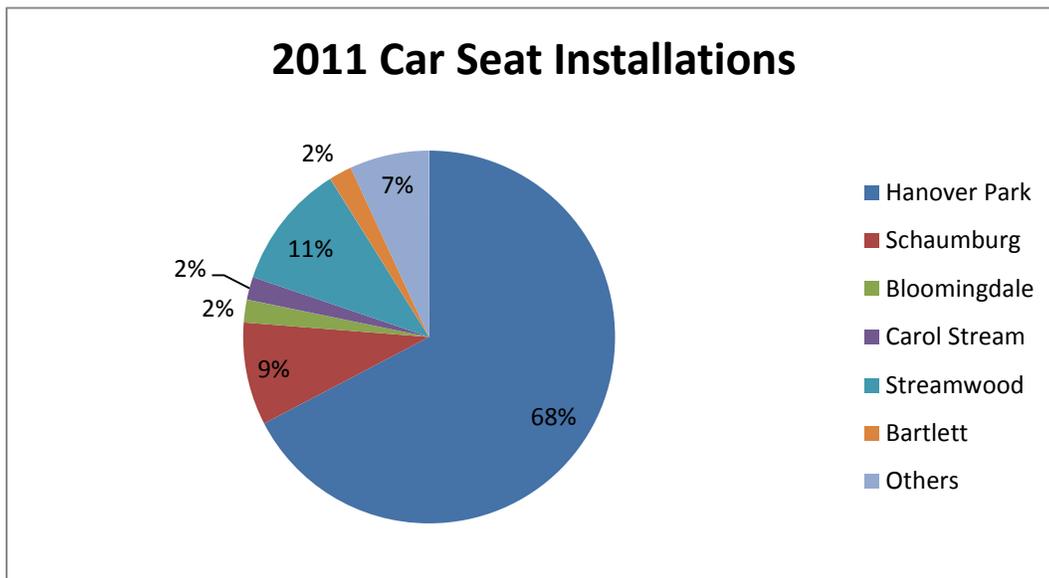
Page 62

yet the Department makes many installations for non-Hanover Park residents. In fact, 39.2% of all installations performed in the last year and a half have been for non-Hanover Park residents.

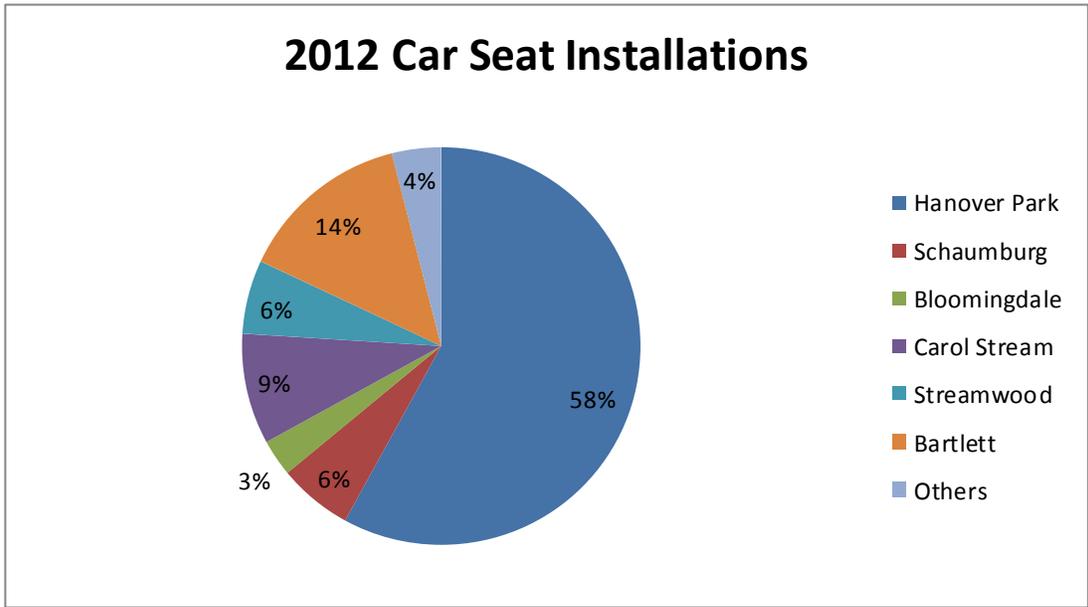
In Hanover Park we offer the service to anyone who calls, by appointment, without discrimination as to where they actually live. These appointments take place on any day at pretty much any given time. An average installation takes between 45 minutes to an hour to complete. Technicians also take time to teach these individuals how to install the seat and answer any questions.

As of September 2012, the department has six (6) Certified Child Passenger Safety Technicians. This number allows two (2) technicians to be assigned per 24-hour shift. The department has expended approximately \$3,000 over the last ten (10) years to train technicians. Training costs include tuition and overtime, as well as backfill costs for those attending training while on duty. Looking ahead, we have calculated that it will cost approximately \$930/year to keep the current six (6) technicians certified. This cost covers training/continuing education fees and overtime along with the certification fee paid to Safe Kids USA.

The following two charts show the breakdown of installations, based on the community in which the person lives, for calendar year 2011 and year-to-date 2012.



In 2011 the Department performed 56 car seat installations, with 61 seats being installed. The percentages are based strictly on the number of installs performed, not the total number of seats installed.



Currently in 2012 the Department has performed 64 car seat installations, with 70 seats being installed. The percentages are based strictly on the number of installs performed, not the total number of seats installed.

Recommended Action

The Department recommends the following addition to the Cost Recovery Program:

Residents	\$0
Non-residents	\$35
Court ordered installations (resident and non-resident)	\$100

Attachments:

- Du Page Mayors and Managers Conference Survey
- Northwest Municipal Conference Survey
- Cost Recovery Ordinance with proposed changes

Budgeted Item:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Budgeted Amount:	\$800.00	
Actual Cost:	\$820.00	
Account Number:	001-0720-420.03-71 001-0720-420.01-21	
Budgeted Revenue:	\$0	
Anticipated Revenue:	\$1,120	

DMMC CAR SEAT INSPECTIONS SURVEY 2012

4.d.

Municipality	Does your municipality conduct car seat installations and/or checks?	Comment	If you answered yes to the previous question, which department and division conducts the car seat installations/checks?
Addison	Yes		Traffic Safety Division
Bartlett	Yes		Police Department
Bloomington	Yes		Community Relations/Patrol Division of Police Department
Carol Stream	Yes		Police and occasionally the Fire Protection District.
Downers Grove	Yes		Police Department/CSO Division
Glen Ellyn	Yes		Police Department
Glendale Heights	Yes		Police Department
Hinsdale	Yes	We do it on a limited basis and by appointment only.	Police
Itasca	Yes		Police Department
Lombard	Yes		Presently Police. But I am considering Fire also.
Naperville	No	Provided by non-profits, schools, and others. City no longer operates its own separate event.	
St. Charles	Yes		Police Department, Traffic and Special Events Unit
Villa Park	Yes		The police department has two community service officers who perform the inspections. The program is overseen by a patrol officer.
Warrenville	Yes		Police Department
Wayne	No		
West Chicago	No		
Westmont	No	The Fire Dept used to have 2 individuals trained to check car seats, but their certification ran out last year	
Wheaton	Yes		Police/Fire
Woodridge	Yes		Patrol

DMMC CAR SEAT INSPECTIONS SURVEY 2012

4.d.

Municipality	Does your municipality charge a fee to residents for conducting the installation/safety check of the car seat?	Does your municipality charge a fee to non-residents for conducting the installation/safety check of the car seat?	Comment	Does your municipality charge a fee to those who have a court order/traffic ticket for conducting the installation/safety check of the car seat?
Addison	No	No		No
Bartlett	No	No		No
Bloomingtondale	No	No		
Carol Stream	No	No		No
Downers Grove	No	No	N/A. We conduct them for Village residents only.	No
Glen Ellyn		No		No
Glendale Heights	No	No		No
Hinsdale	No	No		No
Itasca	No	No		No
Lombard	No	No		No
Naperville	No	No		No
St. Charles	No	No		No
Villa Park	No	No		No
Warrenville	No	No		No
Wayne				
West Chicago				
Westmont	No	Yes	We used to charge \$20.00	
Wheaton	No	No		No
Woodridge	No	No		No

DMMC CAR SEAT INSPECTIONS SURVEY 2012

4.d.

Municipality	First Name	Last Name	Job Title	Work Phone	Email Address
Addison	Chris	Weinbrenner	Officer	630-693-7971	cweinbrenner@addison-il.org
Bartlett	Kent	Williams	Chief of Police	630-837-0846	kwilliams@vbartlett.org
Bloomington	Jackie	Slater	Watch Commander	630-529-9868	slaterj@vil.bloomington.il.us
Carol Stream	Joe	Breinig	Village Manager	630.871.6250	jbreinig@carolstream.org
Downers Grove	Timothy	Sembach	CSO/Parking Enforcement Supervisor	630-434-5600	tsembach@downers.us
Glen Ellyn	Michael	Strong	Administrative Intern	6305475203	mstrong@glenellyn.org
Glendale Heights	Nicole	Lewis	Assistant to the Village Administrator	(630) 909-5327	nicole_lewis@glendaleheights.org
Hinsdale	Brad	Bloom	Chief	630-789-7070	bbloom@villageofhinsdale.org
Itasca	Bob	O'Connor	Deputy Chief of Police	630-773-1004	roconnor@itasca.com
Lombard	David	Hulseberg	Village Manager	6302121385	Hulsebergd@villageoflombard.org
Naperville	Amy	Emery	Assisant to the City Manager	630-420-6043	emerya@naperville.il.us
St. Charles	Erik	Mahan	Commander	6303774435	emahan@stcharlesil.gov
Villa Park	William	Lyons	Police Officer	630-592-6122	Blyons@sbcglobal.net
Warrenville	John	Coakley	City Administrator	630-393-9427	jcoakley@warrenville.il.us
Wayne	Harlan	Spiroff	Vilage Attorney	630-510-6000	spiroff@thesglawfirm.com
West Chicago	Lazaro	Perez	Chief of Police	(630) 293-2222	lperez@westchicago.org
Westmont	Lynn	Dralle	EMS Director	630-981-6417	ldralle@westmont.il.gov
Wheaton	Donald`	Rose	City Manager	630 260-2000	drose@wheaton.il.us
Woodridge	Gina	Grady	Deputy Chief	630-719-4736	ggrady@vil.woodridge.il.us

Workshop Meeting 12/6/12
Page 67

Municipality	Who does the installations, Fire/Police/Other (if so who, what division?)	Do you charge a fee for the installation or safety check of a car seat for non-residents or those who have a court order/traffic ticket?	If you do charge a fee, what is the amount of the fee?
Barrington	Mostly the Police (Patrol, Investigations and Administration Divisions participate).	No charge, but we only install them for Village residents.	
Cary	Police – patrol officer who is a certified technician.	No fee.	N/A.
Des Plaines	Car seat installations are done by officers and CSO's within the police department.	There is not a charge for this service.	
Evanston	Evanston provides checks. Done by Police Department. No fee.		
Grayslake	Police Department	No.	
Hoffman Estates	The police department has five certified technicians installing seats by appointment only. Of the five techs, one is assigned to the traffic section, two are assigned to the patrol division and two are non-sworn civilian volunteers.	No.	
Lake Zurich	Police Department - Traffic Safety Officer or Certified Patrol Officer.	No.	N/A.
Niles	Police Patrol Division.	No charge.	N/A.
Northbrook	Police Department (CSO)	No.	N/A.
Northfield	Police/Patrol and dispatch.	Yes.	\$15.00
Palatine	Fire - Only Palatine Rural Fire Dept. Police - 3 certified Techs, 2 members of crime prevention (sworn officers) 1 civilian records employee.	No fee.	N/A.
Park Ridge	FF/PM or Fire Marshal.	No fee.	N/A.
Rolling Meadows	Police - we have certified sworn officers and CSO's - mostly performed by the CSO's.	No.	N/A.
Streamwood	Police and Fire.	No.	N/A.

ORDINANCE NO. O-12-**AN ORDINANCE AMENDING SECTION 46-74 OF CHAPTER 46
OF THE MUNICIPAL CODE OF HANOVER PARK ADDING
FEES FOR INSTALLATION OF CHILDREN'S CAR SEATS**

WHEREAS, the Village of Hanover Park is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois and may exercise and perform any function pertaining to its government and affairs including adoption of this Ordinance; now, therefore,

BE IT ORDAINED by the President and Board of trustees of the Village of Hanover Park, Cook and DuPage Counties, Illinois, as follows:

SECTION 1: That Section 46-74 of Chapter 46 of the Municipal Code of Hanover Park, as amended, be amended by adding to (4) of subsection (b) of said Section 46-74, a new e. as follows:

Sec. 46-74. - Cost recovery program.

* * * * *

(b) *Fire and rescue service.*

* * * * *

(4) *Additional fees.* The following additional fees shall apply as indicated:

* * * * *

- e. A fee of \$35.00 charged to all non-court ordered non-Village of Hanover Park residents whom request a child car seat installation, and a fee of \$100 for all court ordered installations of a child's car seat regardless of residency.

SECTION 2: That each section, paragraph, sentence, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance nor any part thereof, other than the part affected by such decision.

SECTION 3: That except as to the amendments heretofore mentioned, all chapters and sections of the Municipal Code of Hanover Park shall remain in full force and effect.

SECTION 4: That this Ordinance shall, by authority of the Village Board of the Village of Hanover Park, be published in pamphlet form. From and after ten days after said publication, this Ordinance shall be in full force and effect.

ADOPTED this day of , 2012, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this day of , 2012

Rodney S. Craig, Village President

ATTESTED, filed in my office, and
published in pamphlet form this
day of , 2012

Eira Corral, Village Clerk