



240 S. Route 59, Bartlett, Illinois 60103

Meeting of Town Board
June 21, 2011 – 7:00 PM

A G E N D A

- I. Call to Order – Roll Call
- II. Pledge of Allegiance
- III. Town Hall (Public Comments)
- IV. Presentations
 - A. Veterans Honor Roll
 - A. SGT Peter A. Rakiewicz
 - B. SGT Timothy Marrocco
 - B. Bank of America
- V. Reports
 - A. Supervisor’s Report
 - B. Clerk’s Report
 - C. Highway Commissioner’s Report
 - D. Assessor’s Report
 - E. Treasurer’s Report
 - F. Trustees’ Committee Reports
 - G. Department Reports
- VI. Bill Paying
- VII. Unfinished Business
- VIII. New Business
 - A. Approval of Regular Meeting Minutes of May 17, 2011
 - B. Approval of Executive Session Minutes of May17, 2011
 - C. Approval of Cook County Intergovernmental Agreement Resolution
 - D. Approval of Prevailing Wage Ordinance
 - E. Approval of New Freedom Transportation Grant Resolution
 - F. Approval of Nordic Energy Natural Gas Provider Resolution
 - G. Approval of MidAmerican Energy Electric Supplier Resolution
 - H. Consideration of Employee Annual Health Insurance Renewal
 - I. Consideration of Selection of Fiscal Year 2011 Auditor
- IX. Workshop – Legislative Update & Committee Assignments
- X. Executive Session
- XI. Other Business
- XII. Adjournment

DEPARTMENT OF ADMINISTRATIVE SERVICES

Report for May, 2011

SERVICE PROVIDED	MAY 2011	MAY 2010	FYTD 2012	FYTD 2011
<i>Website Visits</i>	5,204		9,275	
<i>Facebook Likes</i>	9		521	
<i>Media Releases</i>	4		10	
<i>Technology work orders</i>	22		67	
<i>Resident Contacts</i>	1,991		4,102	
<i>Percent of Budget Expended (17% of year)</i>	N/A	N/A	7.9%	7.5%
<i>Grant application submissions</i>	0		1	

Department Highlights

- Student Government Day was held on May 11.
- On May 11 the Township hosted a Chamber Business After hours for the Hanover Park, Streamwood, Elgin, and Bartlett Chambers of Commerce.
- Village of Bartlett approved a Class A liquor license for the Township on May 17. Staff is currently working on securing a liquor license through the state.
- Phillip Lejcar, Environmental Sustainability Intern, began employment with the Township on May 25. Phil is a senior with the University of Illinois majoring in Earth Systems, Environments, and Societies. He will be working on environmental projects during the summer.
- Attended the Illinois Association of Township Administrator's meeting in Schaumburg Township on May 18th.
- Environmental Sustainability Workgroup update: A final mission statement will be decided in June; mugs & water containers were provided to employees to discourage the use of Styrofoam and paper cups and encourage the use of reusable containers; the Environmental Sustainability Intern is reviewing temperature control, researching hand dryers versus paper towels, solar panels, and creating an anti-idling policy. The workgroup is encouraging employees to print double-sided and only when necessary.
- Hanover Township has been invited to present two sessions at the TOI annual fall conference - Opportunities in Emergency Services, and the Role of Township Administrators.

Hanover Township Mission Statement:

Hanover Township is committed to providing an array of quality, cost effective, community based services; and to acting as a dynamic and responsive organization that delivers services in a responsible and respectful manner.



OFFICE OF THE ASSESSOR

Report for May 2011

SERVICE PROVIDED	MAY 2011	MAY 2010	FYTD 2012	FYTD 2011
<i>Administration</i>				
Office visits	445	523	797	5477
Building permits processed	416	108	277	10678
Sales recording	116	150	182	860
Change of Name*	51	11	209	1744
Property tax appeals	75	0	183	883
Certificate of Errors	67	99	133	1054
Property location updates	0	3	28	12
New owner mailings	0	186	94	796
Long time occupants*	13	7	33	300
<i>Exemptions</i>				
Home owner exemptions	18	29	56	196
Senior home owner exemptions	112	39	141	297
Senior freeze exemptions*	43	136	82	903
Miscellaneous exemptions	91	20	107	208
<i>Foreclosures</i>	38		69	46

* Denotes notary requirement

Department Highlights

- Extended Tuesday hours, open until 6:00 p.m., May had a total of 8 visitors after 4:30.

Office of the Assessor Mission Statement:

The Hanover Township Assessor is your nearest liaison to the Cook County Assessor's Office. Our duty is to provide professional assistance with questions you may have regarding your real estate assessments and tax bills.

OFFICE OF THE CLERK



Report for May, 2011

SERVICE PROVIDED	MAY 2011	MAY 2010	FYTD 2012	FYTD 2011
<i>Passports</i>	138	181	331	321
Photo Fees	\$430	\$730	\$1,005	\$1,240
Total Passport Fees & Photo Fees	\$3,165	\$5,045	\$9,415	\$8,380
<i>Cook County Vehicle Stickers</i>	24	10	24	10
<i>Fishing/Hunting Licenses</i>	27	33	74	60
Fishing/Hunting Agent Fees	\$18	\$21.25	\$64.75	\$50
<i>Handicap Placards</i>	31	28	51	48
<i>Voter Registration</i>	4	118	6	188
<i>FOIA Request</i>	2	0	3	2
<i>Telephone Inquiries</i>	256	-	550	-

Department Highlights

- Clerk Katy Dolan Baumer submitted “Clerk Weekly Communiqué” to Supervisor and Trustees.
- ***FY2012 Action Plan Update:*** [*Records Management*] we started to create electronic database of Clerk’s Office files. [*Community Outreach*] We are starting to schedule the Mobile Drive Facility, Cash Dash and Voter Registrations, as well as marketing strategy for our Passport and Fishing Hunting license sales. [*Clerks Annual Meeting*] The Village Clerks Meeting in is scheduled for January. [*Professional Development*] Clerk Katy Dolan Baumer and Bernadith Crespo will attend the TOI Education on June 23 and Mrs. Stade is scheduled to take the Notary Public seminar in August. [*Long Term Goal*] We are working with the Cook County Director of Vital Records and Cook County Chief of Staff in regard to offering Vital Records at Hanover Township.
- ***Cook County Vehicle Stickers:*** The summary remittance report and inventory for the 2010 Cook County Vehicle Sticker program at Hanover Township has been submitted to the Cook County Department of Revenue. The display date for 2011 Cook County Vehicle Sticker is July 1.
- ***Survey – Feedback Form:*** In effort to continue, “Go Green,” to save on postage and costs of ink and paper, we have transformed our survey into an electronic Feedback Form on the Clerk’s webpage.
- ***Student Government Day:*** Ms Brenda Flores of Streamwood High School shadowed Clerk Dolan Baumer and Deputy Crespo learning about the operations and tasks in the Clerk’s office.
- ***Bid Opening:*** Bid Opening for the Astor Community Resource Center and Food Pantry was held on May 13; there were five bidders who presented their bids. Foxfield Construction offered the lowest bid of \$633,850.
- ***Event Participation:*** Clerk Dolan Baumer attended COY Principal of the Year Reception and Youth Leadership Banquet, U-46 Retiring Board Reception, Adopt-A-Park in Streamwood, grand re-opening ribbon cutting at Streamwood Walmart, and the Memorial Services in Bartlett, Elgin, Hanover Park, and Streamwood.
- ***Clerk’s Events:*** Spring 2011 Business After Hours event with four Chambers co-hosted with the Highway Department was a success. Many thanks to the Officials, staff, members of the chambers who attended this special event; over 100 people in attendance. The Wildlife Encounter presented by Illinois Department of Natural Resources that was held on May 7 was very informative.
- ***Community Outreach:*** Clerk Katy Dolan Baumer will present “Storytime at the Library” on June 24 at the Poplar Creek Library.

Office of the Clerk Mission Statement:

The Clerk's office is continuously striving to provide fast, courteous service to Township residents, Board members, other departments and citizens through the most modern and cost effective methods available; and to maintain the township records in a systematic, orderly, logically organized and accessible manner.

OFFICE OF COMMUNITY HEALTH

Report for May, 2011

SERVICE PROVIDED	MAY 2011	MAY 2010	FYTD 2012	FYTD 2011
<i>Appointments</i>				
ProTimes	27		49	263
TB skin test	1		13	248
Cholesterol	11		20	133
Pharmaceutical Assistance Programs	21		43	N/C
Miscellaneous labs	12		23	N/C
Other	76		135	734
Total (unduplicated)	148		254	1425
<i>Clinic Clients</i>				
Victory Centre of Bartlett	12		35	171
Glendale Terrace	9		19	125
Elgin Recreation Center	-		-	38
Clare Oaks	7		13	76
Astor Avenue	12		35	198
Total (unduplicated)	40		102	608
<i>Public Education & Health Promotion</i>				
Media coverage	3		7	N/C
Informational seminars	5		7	N/C
<i>Primary Care Provider Support</i>	21		40	N/C
<i>Phone Triage</i>	724		1221	N/C
<i>Embracelet Program</i>	10		23	N/C

Department Highlights

- Provided First Aid for OSOT
- Attended the Designated Infection Control Officer Training
- Working on implementing/Marketing Smart 911 program with other village municipalities
- Provided multiple screenings at Streamwood Park Dist. Passport to Wellness
- CPR and BBP training held for YFS
- Bloodborne Pathogen Training done for Bartlett Fire Dept.

Office of Community Health Mission Statement:

The Office of Community Health is focused on the health and wellbeing of the residents of Hanover Township. Services are offered to assist individuals in making decisions to achieve optimal functioning within their environment and to provide choices for our residents to maintain and build a healthier community for all of Hanover Township

DEPARTMENT OF EMERGENCY SERVICES

Report for May, 2011

SERVICE PROVIDED	MAY 2011	MAY 2010	FYTD 2012	FYTD 2011
<i>Volunteers</i>				
Total volunteers	25		27	
New volunteers	2		3+	
Volunteer hours	154		349.5	
<i>Training</i>				
Total hours	111.5		228.5	
<i>Details</i>				
Township events	1		5	
Municipal Event Assistance	5		6	
Emergency call outs	8		12	
Miscellaneous	3		8	

Department Highlights

- We provided a tour and talk to a Brownie Troop regarding Emergency Services community support activities.
- Patrols are going well and are being nicely received by the residents in the areas.
- Emergency calls are being received from local municipalities with more frequency. Bartlett summoned us for assistance in traffic control which was related to flooding.
- We were asked to assist with Streamwood and Bartlett Memorial Day events.
- We were called to assist Elgin PD with traffic control related to their Fox Valley Foxtrot running race.
- Training during the month resulted in an additional 111.5 hours to the volunteers.
- Officer's meeting was held on May 9th.
- Several meetings related to the EOC were held in preparation of final drawings being completed.
- I attended two productive meetings with other area departments. Fox Valley Fire Department and Hillside EMA will be partners in training in the future.

Hanover Township Mission Statement:

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DEPARTMENT OF FACILITIES & MAINTENANCE

Report for May 2011

SERVICE PROVIDED	MAY 2011	MAY 2010	FYTD 2012	FYTD 2011
<i>Administration</i>				
Vehicle service calls	19		32	
Work orders	51		100	
Event set-ups/tear downs	148		292	
<i>Energy Efficiency – Electricity (Kw)</i>				
Astor Avenue Community Center	2.936		4.040	
Town Hall	9,360		17.160	
Senior Center	47.470		74.241	
<i>Energy Efficiency – Gas (Therms)</i>				
Astor Avenue Community Center	107.96		478.96	
Town Hall	356.83		1043.83	
Senior Center	1961.11		3912.04	

Department Highlights,

- 1) Events.
- 2) Energy.
- 3) Efficient.

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HIGHWAY DEPARTMENT

Report for May, 2011

SERVICE PROVIDED	MAY 2011	MAY 2010	FYTD 2012	FYTD 2011
<i>Spring Season</i>				
Continue Grass cutting in Subdivision/ROW				
<i>Summer Season</i>				
Branch pick-up (truckloads)	15		21	

Department Highlights

- Repaired and Painted South/West Side of Garage
- Started Robin hood Drive drainage Improvement

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OFFICE OF THE MENTAL HEALTH BOARD

Report for May 2011

SERVICE PROVIDED	MAY 2011	MAY 2010	FYTD 2012	FYTD 2011
<i>Grant Funding</i>				
Ongoing clients	282	545	282	545
New clients	122	315	462	1186
Clients served (Unduplicated)	404	860	744	1731
<i>TIDE</i>				
Participants	8	NC	12	NC
Rides	170	NC	266	NC
<i>Resource Center</i>				
Organizations providing services	7	6	7	6
Clients served	22	105	112	206

Department Highlights

- At the May Mental Health Board meeting the MHB voted to approve \$25,000 for the Shelter Inc Healthy Families Program and \$12,000 to CEDA Northwest Self-Help Center for the Child Care Assistance Program.
- Community Crisis Center was awarded a \$25,000 Emergency Grant to help offset delayed state payments and cuts in overall funding.
- Maryville Academy was awarded at \$25,000 capital grant for the purchase and installation of an outdoor sanctuary for the campus. Bridge Youth and Family Services was awarded at \$1500 staff development grant for the organizational membership to the Illinois Collaboration on Youth.
- It was also voted to not renew the state membership with the Association of Community Mental Health Authorities of Illinois for FY12. Currently looking into several memberships that are available and more cost efficient for the MHB.
- All bids for the Resource Renovation Project were rejected by the Mental Health Board. All contractors were notified and work will be done in house with Facilities and Maintenance Department.
- Renovation start state for the Resource Center is June 27. We anticipate the project to take 2 to 3 months.
- Updating all the MHB funded agency program information such as program contact, costs, requirements, general overview etc, so that Township social service departments have information readily available in order to refer residents and clients.
- Annual meeting informational grant meeting with all agencies and those interested in applying for funding will be on July 19th, at Poplar Creek Library. Currently working on updating and reformatting all grant applications and guidelines for the meeting.

Mental Health Board Mission Statement:

The mission of the Hanover Township Mental Health Board is to advocate for increasing the availability and quality of mental health services through the development of a comprehensive and coordinated system of effective and efficient program delivery, accessible to all residents of Hanover Township

DEPARTMENT OF SENIOR SERVICES

Report for May, 2011

SERVICE PROVIDED	MAY 2011	MAY 2010	FYTD 2012	FYTD 2011
<i>Programming Division</i>				
Planned programs	125	95	223	179
Participants	1702	1453	2988	2780
Wait listed (unduplicated)	181	103	254	217
Art & Computer classes	52	49	100	98
Art & Computer class participants	508	452	955	922
New volunteers	1	3	5	7
Total volunteers	124	95	248	190
Volunteer hours reported	1569	899	3069	2151
Meals delivered by volunteers	1028	1227	2081	2474
<i>Social Services Division</i>				
Clients served (unduplicated)	213	453	400	884
Energy Assistance	23	12	33	25
Prescription drugs & health insurance assistance	183	207	374	491
Public Aid	27	19	42	28
Social Service programs	8	12	19	22
Social Service program participants	118	128	271	223
Lending Closet transactions	68	62	108	106
<i>Transportation Division</i>				
One way rides given	1514	1459	2709	2934
Individuals served (unduplicated)	241	238	431	456
New riders	14	23	26	36
Unmet requests for rides	10	49	21	106

Department Highlights

- The Social Services Team is gearing up for the 4th annual Christmas in July Program. The community provides 30 care packages (food, clothing, household items and a gift card) for low income residents.
- CEDA notified all LIHEAP Intake sites that funding will not be available for the summer LIHEAP Cooling Program. Post cards noting this change have been mailed to all senior clients participating in LIHEAP.
- Social Services Specialist attended annual continuing education SHIP Training. The training focused on Illinois Cares Rx Status Report, Medicare Supplement Developments, Medicare Updates and National Performance Reporting requirements for all Medicare Counselors.
- The T.R.I.P. program: Ride requests went up 10 % compared with April 2011. There are now 275 clients registered with the program.
- Dial-A-Bus staff is working with Youth and Family Services to provide transportation for out trips on Tuesdays, Thursdays, and Fridays starting Friday June 17th for Open Gym.
- On May 13th a new Standby Driver, Timothy Aspy, was hired to accommodate the Y&FS requests.
- May 18th Barbara Kurth Schuldt, Suzanne Powers, and Kathy Varsalona convened to discuss transportation options for the TIDE Program. It is possible that the Dial-A-Bus could adequately transport TIDE users during Senior Services operating hours; taxi service would still be required before 8 a.m. & after 3:00 p.m.
- Tuesday Night Beading Class began with an instructor sponsored by the Senior Committee
- Beginning and Intermediate Spanish classes were instructed by an Auxiliary Volunteer.
- Programs of Interest: Starved Rock Overnight with Wayne Township, Wellness for Life Kick Off, Cubs Game, an on- site Raku Pottery demonstration, Drawing Meditation, Wool Felting and Digital Image Transfer Class.

Senior Services Mission Statement:

With respect, innovation and a dedication to excellence, Senior Services is committed to facilitating programs and services that promote independence, a sense of community, and well being for mature adults in Hanover Township.

DEPARTMENT OF WELFARE SERVICES

Report for May, 2011

Service Provided	MAY 2011	MAY 2010	FYTD 2012	FYTD 2011
<i>General Assistance</i>				
General Assistance clients	11 (15 currently)			
General Assistance appointments	44			
Emergency Assistance appointments	13			
Emergency Assistance approved	3			
<i>LIHEAP Applications</i>				
Office	63			
Circuit Breaker	3			
<i>Social Services</i>				
ComEd hardships	Ended			
Weatherization – 1/18-2/18	3			
<i>Food Pantry</i>				
Served	747			
New applications	77			
Food Donations	40			
<i>Community Center Walk-Ins</i>	409			

- Additional Applications Include: • 7 Helping Hand program • 7 Pending GA Applicants; • 7 Pending EA Applicants

Department Highlights:

I would like to start my report telling you about a family that we began working with in December with two handicapped children. The older of the two boys (5 yrs.), was unable to walk due to birth defects in his legs. He was carried or pushed in a stroller because the family did not have the means or knowledge on how to get help. The family was directed to gather the documents required to apply for Social Security Disability for the children. Once these documents were obtained the application for social security was filed and in March approved. Last week this family came in and the child had undergone surgery and is taking physical therapy to learn to walk. Although, he is at the very early stages, his smile when showing us he could take a few steps brought tears to everyone in the community center. This family continues to receive services and the second child has undergone surgery for a birth defect to his heart and is also doing well. Thank goodness we were able to help this family get the services they needed.

- Staff presented to Department of Human Services on Hanover Township. After several attempts were finally able to meet with 50 caseworkers and discuss services available at Hanover Township. The Director had commented they had stopped referring to Hanover Township 4 years ago when clients reported they were not satisfied with the treatment they received. As a result of these meetings DHS will begin coming quarterly to Astor Avenue to meet with clients, answer questions and help residents receive the services they need.
- We are experiencing high call volume and walk in traffic for emergency assistance, general assistance and food pantry usage. These numbers continue to climb as we strive to meet their needs.
- Please join us for the first Hanover Township Foundation fundraisers cruising down the Fox River on July 23rd. Hope we can count on your support.

Welfare Services Mission Statement:

Hanover Township Welfare Services is committed to improving the welfare of Hanover Township residents experiencing hardships. Providing resources and support to empower residents in achieving self-sustainability; to serve promptly with dignity and respect.

DEPARTMENT OF YOUTH AND FAMILY SERVICES

Report for May, 2011

SERVICE PROVIDED	MAY 2011	MAY 2010	FYTD 2012	FYTD 2011
<i>Outreach & Prevention</i>				
Open Gym participants	655	512	1325	1161
New Open Gym participants (unduplicated)	6	17	217	253
Alternative to Suspension referrals	9	0	12	0
Alternative to Courts referrals	0	0	0	0
<i>Clinical</i>				
Therapy clients (total)	278	279	322	606
New therapy clients (unduplicated)	42	14	143	142
Total families	49	63	100	152
New families	10	0	12	4
Clinical hours	281	210	498	454
Group session participants	140	23	289	23
<i>Tutoring Participants</i>				
Total	20	23	220	206
New participants (unduplicated)	0	0	0	0

Department Highlights

- Summer Alternatives Program will launch on June 21, 2011. This program will run two days weekly throughout the summer. Participants have been identified by Tefft and Canton Middle School Administrators. The program offers group work, leadership development, community service, and exposure field trips to assist participants with developing pro-social behaviors, self reflection and accountability.
- Summer Tutoring Program started on June 13, 2011. Currently, there is a waiting list of twenty five students.
- Summer Open Gym started on June 13, 2011. Sites include: Bartlett Elementary, Oakhill Elementary, Parkwood Elementary, and Lords Park Elementary. This summer Open Gym will feature “Field Trip Fridays” offering participants the opportunity to have fun and learn at various suburban and urban locations/activities.
- Jeff Firlej was hired to replace the Outreach Services Coordinator position, which has been re-titled as the Afterschool Program Coordinator.
- Restarted the search for a Bilingual Family Therapist as the candidate who accepted the position resigned before starting due to securing another position.
- Youth and Family Services staff was trained by U-46’s Universal and Secondary/tertiary External Coaches on PBIS community provider’s partnership and systems.
- Stephanie Gockley, MA, has begun a six month family therapy externship with Youth and Family Services.
- Therapy Services has begun implementing a new fee scale and proof of income procedure.

Youth & Family Services Mission Statement:

The mission of Hanover Township Youth and Family Services is the prevention of juvenile delinquency and the promotion of positive development in young people. This is accomplished by providing services which help to strengthen families, to provide outreach to children and teens at risk of school failure and delinquency, and to contribute to the building up of a healthier community for all Township youth.

Hanover Township
 Board Audit Report
 From 6/8/11 to 6/21/11

	General Invoices		Alexian Invoices	Total
Total Town Fund	28,503.82		500.00	29,003.82
Total Senior Center	25,757.26			25,757.26
Total Welfare Services	2,467.43			2,467.43
Total Road and Bridge	6,065.16			6,065.16
Total Mental Health Board	23,827.44		8,125.00	31,952.44
Total Retirement	0.00			0.00
Total Vehicle	0.00			0.00
Total Capital	25,460.00			25,460.00
All Funds - SUBTOTAL		112,081.11		
			TOTAL ALL FUNDS	
			8,625.00	120,706.11

The above "General Invoices" column has been approved for payment this 21st day of June 2011.

The above "Alexian Invoices" column has been approved for payment this 21st day of June 2011.

Supervisor

Town Clerk

Trustee

Trustee

Trustee

Trustee

Supervisor

Town Clerk

Trustee

Trustee

Trustee

Trustee

RESOLUTION _____

**A RESOLUTION APPROVING OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF COOK (ON BEHALF OF THE COOK COUNTY
SHERIFF), HANOVER TOWNSHIP, AND THE HANOVER TOWNSHIP
ROAD DISTRICT**

BE IT RESOLVED by the Supervisor and Board of Town Trustees (the “Board”) of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Intergovernmental Agreement between the County of Cook, on behalf of the Cook County Sheriff, Hanover Township, and the Hanover Township Road District, a copy of which is appended hereto and expressly incorporated herein by this reference (the “Agreement”), is hereby approved, contingent upon approval by the Township attorney.

SECTION TWO: The Township Supervisor and Township Clerk are authorized to sign and attest, respectively, the Agreement on behalf of the Township following approval by the Township attorney.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 21, 2011

APPROVED: June 21, 2011

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on June 21, 2011, and approved on June 21, 2011, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK, ON
BEHALF OF THE COOK COUNTY SHERIFF AND HANOVER TOWNSHIP OF COOK
COUNTY AND THE HANOVER TOWNSHIP ROAD DISTRICT**

This Agreement is entered into by and between the County of Cook, a body politic and corporate, ("County"), on behalf of the Cook County Sheriff ("Sheriff") and Hanover Township of Cook County ("Township") and the Hanover Township Road District (the "Road District").

RECITALS:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1, entitled the Intergovernmental Cooperation Act, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the County and the Township are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the County, with the advice and consent of the Sheriff, and the Township are specifically authorized by statute to enter into contracts for the Sheriff to provide police protection outside of any incorporated municipality in the Township (55 ILCS 5/5-5001, 60 ILCS 1/85-13).

WHEREAS, the County and the Road District Highway Commissioner (the "Commissioner") are both considered "local authorities" pursuant to the Illinois Vehicle Code, 625 ILCS 5/1-140, with the power to adopt traffic regulation, including standing and parking, upon roads under their jurisdiction; and

WHEREAS, 625 ILCS 5/11-208.3, allows for the administrative adjudication of violations of traffic regulations concerning the standing, parking, or condition of vehicles and automated traffic law violations; and, provides that any county may provide by ordinance for a system of administrative adjudication of vehicular standing and parking violations and vehicle compliance violations as defined in the Illinois Vehicle Code; and

WHEREAS, the County has adopted the Cook County Vehicle Code, Chapter 82, Code of Ordinances of Cook County, which ordinance establishes stopping, standing and compliance violations and also provides for administrative adjudication of such violations for offenses occurring upon County highways; and

WHEREAS, the Sheriff maintains and staffs the Cook County Sheriff's Police Department ("Department") and other authorized members of the Cook County Sheriff's Office, which will provide the enforcement of Cook County Ordinances regarding the standing, parking or conditions of vehicles; and

WHEREAS, there is a necessity for the provision of police services by the Sheriff to the Townships wherein they do not possess adequate police powers to assess and adjudicate provisions of the Illinois Vehicle Code occurring upon township roads.

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this Agreement by reference as if set forth fully herein.

SECTION 2. SERVICES PROVIDED BY THE SHERIFF

2.0 The SHERIFF shall provide enforcement of County Ordinances adopted by the Township regarding the standing, parking or conditions of vehicles on Township roads within County.

2.1 Command and control of personnel employed by the SHERIFF shall be through the chain-of-command of the Department according to the Department's General Orders and Rules and Regulations.

2.2 Sheriff's personnel shall report, document and record their activities according to the Department's General Orders, Rules and Regulations, and the Field Case Reporting Manual, as well as in accordance with all County Ordinances, including provisions to indicate on all citations the Township within which the violation occurred. All reports shall be delivered to and maintained by the Department.

2.3 Sheriff's Police personnel shall forward records of violations of County Ordinances regarding the standing, parking or condition of vehicles on Township roads within County, to the Cook County Department of Administrative Hearings, for adjudication.

SECTION 3. SERVICES PROVIDED BY THE TOWNSHIP AND ROAD DISTRICT

3.0 The Township and the Road District hereby agree to adopt all pertinent County ordinance sections including Sections 82-86 through 82-100, and 82-110 through 82-133, establishing standing, parking and compliance offenses, for application to Township roads.

3.1 The Township and the Road District shall permit the Department to issue County Ordinance citations related to the standing, parking or conditions of vehicles on Township roads within their jurisdiction.

3.2 The Township and the Road District shall cooperate with all efforts made by the Sheriff and the County to enforce and adjudicate County Ordinance violations on Township roads.

SECTION 4. SERVICES PROVIDED BY THE COUNTY

4.0 The County shall provide for the adjudication of all County ordinance citations issued on Township roads regarding the standing, parking or condition of vehicles on Township roads, through the County's Department of Administrative Hearings.

4.1 The County shall provide for the processing of citations and collection of fees pursuant to this Agreement through the County's Revenue Department.

4.2 The County shall provide for the implementation of an electronic citation, an automated notification, and a prepayment system for those receiving County ordinance citations.

SECTION 5. FINANCIAL

5.0 The County's Revenue Department shall keep an accounting of all citations issued by the Department within the Township.

5.1 Within thirty (30) days of the end of each County fiscal quarter, the County shall issue a check to the Township for fines received during that fiscal quarter resulting from citations issued by Department arising out of violations of the County's Vehicle Code regarding the standing, parking and condition of vehicles on Township roads, based upon the following:

5.1a The Township shall receive thirty (30) percent of the fines received from each citation issued within Township on its roads.

5.1b The County shall retain seventy (70) percent of all revenue generated from each citation issued by the Cook County Sheriff's Department.

SECTION 6 TERM and TERMINATION

This Agreement shall commence on July 1st 2011 and continue in full force and effect until such time that any party provides notice of termination.

Any party may terminate this Agreement with or without cause at any time by providing the other parties with thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement.

SECTION 7. LIABILITY, RESPONSIBILITY AND AUTHORITY

Name 6/17/11 3:03 PM
Deleted: The Township and the Commissioner covenant and agree to indemnify and hold harmless the County and the Sheriff and their commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of the condition of the Township roads which are under the control of the .

A. To the fullest extent permitted by law, the County shall indemnify, save, defend and hold harmless the Township, Road District, and each of their respective, officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees for which the Indemnified Parties, or any of them, may become obligated or liable by reason of any accident, bodily injury, death of person, or loss or damage to tangible property, or civil and/or constitutional infringements of rights (specifically including the Federal Civil rights statutes) arising directly or indirectly in connection with or under or as a result of this Agreement; but only to the extent caused by any negligent and/or wrongful act or omission of the County, the Sheriff, the Department Staff (defined below) and/or any of their respective officials, officers, employees and/or agents.

B. Notwithstanding the forgoing, the Township and the Road District represent and agree that responsibility for the maintenance of all Road District and/or Township roads and highways falls within the jurisdiction of the Road District and such responsibility is not altered by the performance or nonperformance of the Agreement. In no event shall the County, the Sheriff, the Department, and/or any of their respective officials, officers, employees, volunteers, members, and/or agents be liable for maintaining, repairing, improving and/or altering any Township and/or Road District road and/or highway (collectively, "Township Road Maintenance and Repairs"), it being understood and agreed by the parties hereto that such Township Road Maintenance and Repairs are the obligation of the Road District to the extent required by law. Nothing herein shall impose any liability upon the County, the Sheriff, the Department, and/or any of their respective officials, officers, employees, volunteers, members, and/or agents for any injuries to persons and/or damage to property attributable to any claims arising out of the performance and/or failure to perform any Township Road Maintenance and Repairs. Nothing herein is intended to create and/or to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party and/or to require any Township Road Maintenance and Repairs beyond what is required by law.

SECTION 8. GENERAL PROVISIONS

8.1 AMENDMENT TO THE AGREEMENT

Any terms or conditions of this Agreement and attached exhibits may be deleted or altered only by written amendment to this Agreement, duly executed by all parties.

8.2 GOOD FAITH

All parties agree to perform their obligations under this AGREEMENT in good faith.

8.3 SEVERABILITY

To the extent a court of competent jurisdiction shall determine that any part or provision of this Agreement is unenforceable as a matter of law, such part or provision of the Agreement shall be deemed severable and the remainder of the Agreement shall survive.

8.4 INTERPRETATION

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

8.5 ASSIGNMENT/BINDING EFFECT

No party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other parties. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

8.6 WAIVER OF BREACH

If either party waives a breach of any provision of this Agreement by any other party, that waiver will not operate or be construed as a waiver of any subsequent breach by any party or prevent any party from enforcing such provisions.

8.7 MERGER CLAUSE; AMENDMENT

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and superseded any and all prior Agreements, express or implied, oral or written. No amendment or modification of the Agreement shall be effective unless reduced to writing and executed by the parties.

8.8 COUNTERPARTS

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute by one and the same instrument.

8.9 COMPLIANCE WITH ALL LAWS

The County, Sheriff, Township, and Road District shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies, which may in any manner affect the performance of this Agreement.

8.10 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties agree that venue shall only be proper in a court of competent jurisdiction located within the County of Cook, Illinois.

8.11 DISCLAIMER OF RELATIONSHIP

- A. Nothing contained in the Agreement, nor any act of the County, Sheriff or the Township, Road District and/or and the Commissioner, respectively, shall be deemed or construed by any of the parties hereto or by third person, to create

any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Sheriff or the Township, Road District and/or Commissioner, respectively.

- B. The Cook County deputy sheriffs and other employees and members of the Department (collectively, the "Department Staff") shall remain employees and agents of the Department, the Sheriff and/or Cook County. As employees of the Department, the Sheriff and/or Cook County, the Department Staff shall have full and exclusive control over the specific means, manner and methods used in providing the law enforcement and police services contemplated by this Agreement.

It is further understood that said Department Staff are not agents or employees of the Township and/or Road District are therefore not entitled to any benefits provided employees of the Township and/or Road District.

8.12 NOTICE

Any and all communication regarding the terms of this Agreement shall be in writing and sent by registered or certified mail and addressed, if to Township, and/or Road District the listed registered address on the relevant signature page; if to the County: Cook County Sheriff, Richard J. Daley Center, Room 704, Chicago, IL 60602. Notice shall be effective at dispatch. Notice as provided herein does not waive service of summons.

8.13 COOPERATION WITH INSPECTOR GENERAL

The Township and the Road District shall have the duty to cooperate in the conduct of any investigation undertaken by the Office of the Independent Inspector General (OIIG) in accordance with section 2-285 of the OIIG Ordinance. (Cook County, Ill., Ordinances, 07-O-52 (2007). Any refusal to cooperate with the OIIG as required by the OIIG Ordinance shall subject Township and the Road District to penalty as outlined in Section 2-291 of the OIIG Ordinance.

8.14 NO THIRD PARTY BENEFICIARIES AND/OR WAIVER OF IMMUNITIES.

A. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Hanover Township, the Hanover Township Road District, the Highway Commissioner, the Cook County Sheriff, the Cook County Sheriff Police Department, Cook County and/or any of their respective officials, officers, employees, volunteers, members, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

B. Notwithstanding any provisions herein to the contrary, the insurance company, self insurance pool, risk provider, self insured party, or similar entity of the party providing any indemnification hereunder shall be allowed to raise, on behalf of the party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employee Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS THEREOF, the parties have hereunder affixed their respective hands and seals on the day and year below written.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

Toni Preckwinkle
President, Cook County Board of Commissioners

ATTEST:

David Orr
Cook County Clerk

Dated:_____

COOK COUNTY SHERIFF EXECUTION: The undersigned, as the Cook County Sheriff, hereby accepts the foregoing Intergovernmental Agreement:

Thomas J. Dart
Cook County Sheriff

Dated:_____

Hanover Township: The undersigned, on behalf of Hanover Township, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

Brian P. McGuire,
Hanover Township Supervisor

Dated: _____

ATTEST:

Katy Dolan Baumer,
Hanover Township Clerk

Dated: _____

Hanover Township Road District: The undersigned, on behalf of Hanover Township Road District, a public quasi-corporation of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

P. Craig Ochoa,
Highway Commissioner,
Hanover Township Road District

Dated: _____

ATTEST: _____

Dated:

Katy Dolan Baumer
Ex-officio Clerk for the
Hanover Township Road District
Approved as to Form:

Assistant State's Attorney, Cook County State's Attorney's Officer

**10-O-72
ORDINANCE**

Sponsored by

**THE HONORABLE LARRY SUFFREDIN, PETER N. SILVESTRI, JERRY BUTLER,
FORREST CLAYPOOL, EARLEAN COLLINS, JOHN P. DALEY, BRIDGET GAINER,
ELIZABETH “LIZ” DOODY GORMAN, GREGG GOSLIN, JOSEPH MARIO MORENO,
JOAN PATRICIA MURPHY, ANTHONY J. PERAICA, EDWIN REYES,
TIMOTHY O. SCHNEIDER AND DEBORAH SIMS, COUNTY COMMISSIONERS**

ARTICLE I. COOK COUNTY VEHICLE CODE

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 82 Traffic & Vehicles, Sections 82-1 through 82-193 of the Cook County Code are hereby amended as follows:

DIVISION 1. GENERALLY

Sec. 82-1. Title.

This Article of the Cook County Code of Ordinances shall be known and may be cited as the “Cook County Vehicle Code.”

Sec. 82-2. Purpose.

In order to better promote the public safety, health, and welfare of its citizens this Vehicle Code was established. This Vehicle Code will apply to:

- (1) Properties owned and managed by Cook County;
- (2) Private properties and roads within Cook County where by the County has entered into an agreement to enforce parking and/or traffic regulations; and
- (3) Public Properties and public ways, streets and highways located in incorporated areas of Cook County, where by the County has entered into an intergovernmental agreement to enforce parking and/or traffic regulations.
- (4) Public ways, streets and highways under the jurisdiction of the County located in unincorporated areas of the County.

Sec. 82-3. Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this subsection except where the context clearly indicates a different meaning:

Abandoned vehicle means any vehicle that: (a) is in such a state of disrepair as to render the vehicle incapable of being driven in its present condition or (b) has not been moved or used for seven consecutive days and is apparently deserted.

Alley means a public way, under the jurisdiction of the County, intended to give access to the rear or side of lots or buildings and not intended for the purpose of through vehicular traffic.

Authorized emergency vehicle means any vehicle of any fire department or police department and any repair, service or other emergency vehicle of a governmental agency or public service corporation authorized by the Sheriff's police.

Bicycle means every device propelled solely by human power upon which any person may ride, having two tandem wheels and including any device generally recognized as a bicycle though equipped with two front or two rear wheels.

Boulevard means a through street, except that its use is limited exclusively to certain specified classes of traffic.

Bridle path means a path designated for travel by persons upon horses.

Bus means every motor vehicle designed for carrying more than ten passengers and used for the transportation of persons.

Bus stand means a fixed area in the roadway parallel and adjacent to the curb to be occupied exclusively by buses for layover in operating schedules or waiting for passengers.

Bus stop means a fixed area in the roadway parallel and adjacent to the curb set aside for the expeditious loading and unloading of passengers only.

Business street means the length of any street between street intersections on which more than 50 percent of the entire frontage at ground level of the street is in use by retail or wholesale businesses, hotels, banks, office buildings, railway stations, or public buildings other than schools.

Carriage means any device in, upon or by which any person is or may be transported or drawn upon a public way and designed to be or capable of being drawn by a horse.

Carriage stand means a fixed area in the roadway parallel and adjacent to the curb to be occupied exclusively by horse-drawn vehicles for loading and unloading passengers or waiting for passengers.

Commercial vehicle means a motor vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for hire or not for hire; including but not limited to a motor vehicle of the first division displaying a placard indicating authorization of the Illinois Commerce Commission to operate as a motor carrier of property but not including, however, public passenger vehicles.

Compliance violation means a violation of a county regulation governing the condition or use of equipment on a vehicle or governing the display of a county wheel tax license.

Compliance violation notice means a handwritten or computer generated notice that is either, (a) placed on a vehicle that exhibits a vehicular equipment violation, or (b) is given to the driver of the vehicle, both are returnable to the Department of Administrator Hearings.

Compliance violation notice copy means any duplicate, photocopy or reproduction, including any computer-stored or computer-generated representation of an original vehicular equipment violation notice.

Controlled or limited-access highway means every public way in respect to which owners or occupants of abutting property or lands and other persons have no legal right of access to or from the same except at such points and in such manner as may be determined by the public authority having jurisdiction over such public way.

Crossing guard means an adult civilian officially authorized to supervise and expedite the crossing of school children or other pedestrians at hazardous or congested traffic points.

Crosswalk means that portion of a roadway ordinarily included within the prolongation or connection of sidewalk lines at intersections, or any other portion of a roadway clearly indicated for pedestrian crossing by markings.

Department of Revenue means the Cook County Department of Revenue.

Director of Revenue or Revenue Director means the Director of the Cook County Department of Revenue.

Drag racing means the act of two or more individuals competing or racing on any street or highway in a situation in which one of the motor vehicles is beside or to the rear of a motor vehicle operated by a competing driver and the one driver attempts to prevent the competing driver from passing or overtaking, either by acceleration or maneuver, or one or more individuals competing in a race against time on any street or highway.

Driver means every person who operates or is in actual physical control of a vehicle.

Driveway or private road means every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner but not by other persons.

Electric personal assistance mobility device means a self-balancing 2 non-tandem wheeled device designed to transport only one person with an electric propulsion system that limits the maximum speed of the device to 15 miles per hour or less.

Firelane means every way or place in private ownership used expressly for vehicular travel by emergency equipment and marked as such by signs or pavement markings.

Funeral procession means a procession consisting of motor vehicles which are designed and used for the carrying of not more than ten passengers, a funeral hearse and floral cars, or combinations thereof, with or without foot or equestrian units, proceeding to a funeral service or place of burial.

Hazardous dilapidated motor vehicle means any motor vehicle with a substantial number of essential parts, as defined by Section 1-118 of the Illinois Vehicle Code, either damaged, removed, altered or otherwise so treated that the vehicle is incapable of being driven under its own motor power or, which by its general state of deterioration, poses a threat to the public health, safety and welfare. "Hazardous dilapidated motor vehicle" shall not include a motor vehicle which has been rendered temporarily incapable of being driven under its own motor power in order to perform ordinary service or repairs.

Highway means the entire width between the boundary lines of every public way, under the jurisdiction of the County, publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic.

Highway Department means the Cook County Highway Department.

Holidays when used in the traffic code or on official signs erected by authority of the traffic code, the term "holidays" means New Year's Day (January 1st), Memorial Day (the last Monday in May), Independence Day (July 4th) Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25th).

Intersection means the area embraced within the prolongation or connection of the property lines of two or more streets which join at an angle, whether or not one such street crosses the other. Where a highway includes two roadways 40 feet or more apart, every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection.

Laned roadway means a roadway, under jurisdiction of the County, which is divided into two or more marked lanes for vehicular traffic.

Mass transportation vehicle means a public passenger vehicle having seating capacity for 35 or more passengers.

Merging traffic means a maneuver executed by the drivers of vehicles on converging roadways to permit simultaneous or alternate entry into the junction thereof, wherein the driver of each vehicle involved is required to adjust his vehicular speed and lateral position so as to avoid a collision with any other vehicle.

Motorcycle means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground but excluding farm tractors.

Motor-driven scooter means any electric or gas wheeled scooter, cycle or other vehicle for which the State of Illinois does not issue a title document, and does not issue license plates or registration documents.

Motorized wheelchairs means any motorized vehicle designed for and used by a person with disabilities.

Motor vehicle means every vehicle which is propelled by a motor.

Motor vehicle of the first division means every motor vehicle designed and used for the carrying of not more than ten persons.

Motor vehicle of the second division means every motor vehicle designed for the carrying of more than ten persons, every motor vehicle designed or used for living quarters, every motor vehicle designed for pulling or carrying freight or cargo, and every motor vehicle of the first division remodeled for use and used as a motor vehicle of the second division.

One-way street or alley means a public way upon the roadway of which traffic is permitted to travel in one direction only.

Operator means every person who operates or is in actual physical control of any device or vehicle whether motorized or propelled by human power.

Parking or to park means the standing of an unoccupied or occupied vehicle otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

Parking meter means a traffic control device which, upon being activated by deposit of currency of the United States or other acceptable forms of payment in the amount indicated thereon or otherwise, either: (1) displays a signal showing that parking is allowed from the time of such activation until the expiration of the time fixed for parking in the parking meter zone in which it is located, and upon expiration of such time indicates by sign or signal that the lawful parking period has expired, or (2) issues a ticket or other token on which is printed or otherwise indicated the lawful parking period in the parking meter zone in which the parking meter is located, such ticket or other token to be displayed in a publicly visible location on the dashboard or inner windshield of a vehicle parked in the parking meter zone." *Parking meter zone*" means a certain designated and marked-off section of the public way within the marked boundaries where a vehicle may be temporarily parked and allowed to remain for such period of time as the parking meter attached thereto, or the ticket or other token issued by the parking meter, may indicate.

Parking violation notice means a handwritten or computer generated notice either (a) placed on a vehicle that is parked or standing in violation of the vehicle code, or (b) given to the driver of the vehicle, both are returnable to the Department of Revenue.

Parking violation notice copy means any duplicate, photocopy or reproduction, including any computer-stored or computer-generated representation of an original parking violation notice.

Second notice of parking or compliance violation means the notice, mailed to the address supplied to the Secretary of State by the registered owner of a vehicle, sent after the registered owner has failed to respond within the time allotted by ordinance to a parking or compliance violation notice placed on or given to the driver of such vehicle.

Parkway means any portion of a street not considered as roadway, sidewalk, driveway or private road.

Pedestrian means any person afoot.

Police officer means every sworn officer of the Sheriffs police department.

Property line means the line marking the boundary between any public way and the private property abutting thereon.

Public building means a building used by any government agency.

Public passenger vehicle means a motor vehicle which is used for the transportation of passengers for hire.

Public way means any sidewalk, roadway, street, alley, highway or other public thoroughfare under jurisdiction of the County and open to the use of the public, as a matter of right, for purposes of travel, excepting bridle paths.

Push cart means a conveyance designed to be propelled by a person afoot.

Railroad means a carrier of persons or property upon cars operated upon stationary rails.

Railroad train means a steam engine, electric or other motor with or without cars coupled thereto, operated upon rails.

Recreational vehicle means every camping trailer, motor home, mini-motor home, travel trailer, truck or van camper used primarily for recreational purposes and not used commercially nor owned and used by a commercial business.

Registered owner means the person in whose name the vehicle is registered with the Secretary of State of Illinois or such other state's registry of motor vehicles.

Residential street means the length of any street between street intersections when 50 percent or more of the occupied frontage of the street is in use for residence purposes.

Right-of-way means the right of a vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger or collision unless one grants precedence to the other.

Roadway means that portion of a public way, under jurisdiction of the County, between the regularly established curb lines, or that part improved, and intended to be used for vehicular travel.

School bus means every motor vehicle of the second division operated by or for a public or governmental agency or by or for a private or religious organization solely for the transportation of pupils in connection with any school activity.

Second notice of parking or compliance violation means the notice, mailed to the address supplied to the Secretary of State by the registered owner of a vehicle, sent after the registered owner has failed to respond within the time allotted by ordinance to a parking or vehicle equipment violation notice placed on or given to the driver of such vehicle.

Semi-trailer means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

Service drive means a narrow portion of a public way open to vehicular traffic for the purpose of providing access to the front of abutting property between intersections and separated by physical means from through traffic, if the latter exists, on the same public way.

Sheriff means the Sheriff Office of Cook County Illinois.

Sidewalk means that portion of a public way, under jurisdiction of the County, between the curb, or the lateral lines of the roadway, and the adjacent property lines, intended for the use of pedestrians.

Snowmobile means a self-propelled device designed for travel on snow or ice or natural terrain steered by skis or runners, and supported in part by skis, belts, or cleats.

Standing or to stand means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers; provided, that, an operator is either in the vehicle or in the immediate vicinity, so as to be capable of immediately moving the vehicle at the direction of a police officer or traffic control aide.

Stop means the complete cessation of movement.

Street means the entire width between boundary lines of every way publicly maintained and under the jurisdiction of the County when any part thereof is open to the use of the public for purposes of general traffic circulation.

Taxicab stand means a fixed area in the roadway alongside and parallel to the curb set aside for taxicabs to stand or wait for passengers.

Through street means every public way or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrance to which vehicular traffic from intersecting public ways is required by law to yield right-of-way to vehicles on such through street in obedience to a traffic signal, stop sign or yield sign, when such traffic control devices are erected as provided in the traffic code.

Traffic means pedestrians, ridden or herded animals, bicycles, vehicles, and other conveyances either singly or together while using any public way for purposes of travel.

Traffic control aide means any person designated by the Chief of the Sheriff's Police to exercise the power of a police officer to direct or regulate traffic or to issue citations for violation of parking and vehicular equipment violation ordinances.

Traffic control devices means all signs, signals, markings, and devices placed or erected under authority of the County Board for the purpose of regulating, warning, or guiding traffic.

Traffic violation means a violation of the provisions of the Cook County Vehicle Code, other than a standing or parking violation. A compliance violation observed on a vehicle operated on the public way may be treated as a traffic violation, if the operator of the vehicle is also charged with a criminal offense. The Chief of the Sheriff's Police shall issue standards for the treatment of a compliance violation as a traffic violation.

Trailer means every vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle constructed that no part of its weight rests upon the towing vehicle.

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway, except motorized wheelchairs, devices moved solely by human power, devices used exclusively upon stationary rails or tracks and snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

Yield right-of-way means the act of granting the privilege of the immediate use of the intersecting roadway to traffic within the intersection and to vehicles approaching from the right or left.

Secs. 82-4 - 82-9. Reserved.

DIVISION 2. TRAFFIC CONTROL DEVICES, SIGNALS AND VEHICLE OPERATION

Sec. 82-10. Traffic control devices and signals.

(a) The Cook County Board of Commissioners is hereby authorized to approve the placement, erection and maintenance of traffic control devices as provided in the traffic code, as required to make effective the traffic ordinance of the County, and as necessary to guide and warn traffic. The Highway Department is also authorized to place and maintain temporary traffic-control devices as needed in connection with construction or special events or experimental devices for the purposes of an engineering study; provided, however, such devices shall not be maintained for longer than 180 days without county board approval. Upon authorization by the Cook County Board of Commissioners, the actual erection, placement and maintenance of any traffic-control device shall be performed by the Highway Department. All traffic-control devices placed and maintained pursuant to the traffic code shall conform to the manual and specifications approved by the State of Illinois Department of Transportation and shall so far as practicable be uniform as to type and location throughout the County. All traffic-control devices so erected and not inconsistent with the provisions of state law or this Ordinance shall be official traffic-control devices.

(b) The driver of any vehicle shall obey the instructions of any applicable traffic control device placed in accordance with the provisions of the vehicle code, unless otherwise directed by a police officer or other authorized personnel.

(c) No operator of a vehicle shall attempt to avoid obedience to any traffic-control device by driving upon or through any private property, alley or traffic island.

(d) No provision of any traffic ordinance for which traffic-control devices are required shall be enforced against an alleged violator if at the time and place of the alleged violation an official device is not in proper position and sufficiently legible to be seen by an ordinary observant person. Whenever a particular section does not state that signs or other devices are required, such section shall be effective even though no signs or other devices are erected or in place.

Any person violating subsections (b) or (c) of this section shall be fined no less than \$90.00 and no more than \$300.00.

Sec. 82-11. Traffic-control signal legend.

Whenever traffic is controlled by traffic-control devices exhibiting steady colored lights, successively one at a time, in combination or with arrows, the following colors only shall be used and the signals shall indicate and apply to drivers of vehicles and pedestrians as follows:

(a) Green Indication:

(1) Vehicular traffic facing a circular green signal may proceed straight through or turn right or left except as such movement is modified by lane-control signs, turn prohibition signs, lane markings, or roadway design. Vehicular traffic, including vehicles turning right or left, shall yield the right-of-way to other vehicles and to pedestrians lawfully within the intersection or an adjacent crosswalk at the time such signal indication is exhibited.

- (2) Vehicular traffic facing a green arrow signal, shown alone or in combination with another indication, may cautiously enter the intersection only to make the movement indicated by such arrow or such other movement as is permitted by other indications shown at the same time. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
 - (3) Unless otherwise directed by a pedestrian-control signal as provided in Section 82-14, pedestrians facing any green signal, except when the sole green signal is a turn arrow may proceed across the roadway within any marked or unmarked crosswalk.
- (b) Steady Yellow Indication:
- (1) Vehicular traffic facing a steady circular yellow or yellow arrow signal is thereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter when vehicular traffic shall not enter the intersection.
 - (2) Pedestrians facing a steady circular yellow or yellow arrow signal, unless otherwise directed by a pedestrian-control signal as provided in Section 82-14, are thereby advised that there is insufficient time to cross the roadway before a red indication is shown, and no pedestrian shall then start to cross the roadway.
- (c) Steady Red Indication.
- (1) Except as provided in Section 82-12, vehicular traffic facing a steady circular red signal alone shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then before entering the intersection and shall remain standing until an indication to proceed is shown.
 - (2) Except as provided in Section 82-12, vehicular traffic facing a steady red arrow signal shall not enter the intersection to make the movement indicated by the arrow and, unless entering the intersection to make a movement permitted by another signal, shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then before entering the intersection and shall remain standing until an indication permitting the movement indicated by such red arrow is shown.

Sec. 82-12. Flashing signals.

Whenever flashing red or yellow signal indications are in place, the signals shall indicate and apply to drivers of vehicles as follows:

(a) *Flashing Red Indication.* When a red signal is illuminated with rapid intermittent flashes, the operator of any vehicle shall stop before entering the nearest crosswalk at an intersection or at a stop line when marked, or, if none, then before entering the intersection, and the right to proceed shall be subject to the rules applicable after making a stop at a stop sign.

(b) *Flashing Yellow Indication.* When a yellow signal is illuminated with rapid intermittent flashes, the operator of any vehicle may proceed through the intersection or past such signal only with caution.

Sec. 82-13. Lane control signals.

Whenever vehicular traffic is controlled and directed by overhead lane-control signals displaying illuminated colored indications, one over each lane, the following indications only shall be used and the illuminated colored lane-control signal indications shall apply to drivers of vehicles as follows:

(a) *Downward-pointing Green Arrow.* A driver facing this indication is permitted to drive in the lane over which the arrow signal is located. Otherwise he shall obey all other traffic controls present and follow normal safe driving practices.

(b) *Red X Symbol.* A driver facing this indication shall not drive in the lane over which the symbol is located, and this indication shall modify accordingly the meaning of all other traffic controls present. Otherwise he shall obey all other traffic controls and follow normal safe driving practices.

(c) *Yellow X Symbol.* A driver facing this indication should prepare to vacate the lane over which the signal is located, in a safe manner to avoid occupying that lane when a steady red X is displayed.

Sec. 82-14. Special pedestrian-control signals.

Whenever special pedestrian-control signals are in place, such signals shall indicate as follows:

(a) *Walk or Symbolic Walk Figure* Pedestrians facing such signal indication when illuminated may proceed across the roadway in the direction of the indication and shall be given the right-of-way by the operator of any vehicle. When such signal indication is extinguished, no pedestrian facing the signal indication shall enter the roadway.

(b) *Don't Walk or Symbolic Don't Walk Figure* No pedestrian facing such signal indication which is illuminated or flashing shall start to cross the roadway in the direction of the indication; provided, however, any pedestrian who has partially completed his crossing on the "Walk" signal indication shall proceed to a sidewalk or safety zone while the "Don't Walk" signal indication is illuminated.

Sec. 82-15. Interference with traffic-control devices prohibited.

No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device or any railroad sign or signal. Every person convicted of a violation of this section shall be punished by a fine of not less than \$250.00 nor more than \$500.00 for each offense.

Sec. 82-16. Driving from or onto controlled-access highway.

No person shall drive a vehicle onto or from the roadway of any controlled access highway except at such entrances and exits as are established by public authority.

Sec. 82-17. Speed limits.

All speed limits established by the County Board are hereby ratified and confirmed. All ordinances amending or enacting speed limits are on file in the office of the County Clerk.

Sec. 82-18. Speed limits within construction or maintenance zones.

(a) *Superintendent of Highways authorized to set.* The Members of the Board of Commissioners of hereby authorize the Superintendent of Highways to set and post reduced speed limits for construction or maintenance zones; as defined in 625 ILCS 5/11-605.1.

(b) *Signing.* Such reduced speed limits shall be temporary and be in-effect and in full force from the time appropriate signing giving notice of the reduced speed limits are erected until such time that said signing is removed; and

(c) *Speed limit signs.* Construction or maintenance zone speed limit signs shall:

(1) Be of a design approved by the Illinois Department of Transportation;

(2) Give proper warning that a construction or maintenance speed zone is being approached;

(3) Indicate the maximum speed limit in effect; and

(4) State the amount of the minimum fine for a violation as established by 625 ILCS 5/11-605.1 (special limit while traveling through a highway construction or maintenance speed zone).

(d) *Record of speed limit locations.* A record be maintained by the Highway Department naming each location, the reduced speed limit set and posted for the construction or maintenance zone and dates during which the reduced speed limit was in effect.

(e) *Notification of changes in speed limits.* Affected jurisdictions shall be notified of the changes in the posted speed limits so that they may be properly enforced.

Sec. 82-19. Minimum speed regulations.

No person shall drive a motor vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation of his vehicle or in compliance with law.

Sec. 82-20. Turning at intersections.

The driver of a vehicle intending to turn at an intersection shall do so as follows:

(a) *Right Turns.* Both the approach for a right turn and a right turn shall be made as close as practicable to the right-hand curb or edge of the roadway.

(b) *Left Turns on Two-way Roadways.* At any intersection where traffic is permitted to move in both directions on each roadway entering the intersection, an approach for a left turn shall be made in that portion of the right half of the roadway nearest the centerline thereof and by passing to the right of such centerline where it enters the intersection or on that portion of the roadway that may be specifically designated for such purpose by appropriate markings, and after entering the intersection the left turn shall be made so as to leave the intersection to the right of the centerline of the roadway being entered. Whenever practicable the left turn shall be made in that portion of the intersection to the left of the center of the intersection.

(c) *Left Turns on Other Than Two-way Roadways.* At any intersection where traffic is restricted to one direction on one or more of the roadways, the driver of a vehicle intending to turn left at any such intersection shall approach the intersection in the extreme left-hand lane lawfully available to traffic moving in the direction of travel of such vehicle or on that portion of the roadway that may be specifically designated for such purpose by appropriate markings, and after entering the intersection the left turn shall be made so as to leave the intersection, as nearly as practicable, in the left-hand lane lawfully available to traffic moving in such direction upon the roadway being entered.

(d) *Right-of-way on Left Turn.* The driver of a vehicle within an intersection intending to turn to the left shall yield the right-of-way to any vehicle approaching from the opposite direction which is within the intersection or so close thereto as to constitute an immediate hazard, but said driver, having so yielded and having given a signal when and as required, may make such left turn and the drivers of all other vehicles approaching the intersection from said opposite direction shall yield the right-of-way to the vehicle making the left turn.

Sec. 82-21. Turns on red signals.

(a) Except as provided in subsection (c) of this section, the driver of a vehicle may turn right when facing a steady red signal; provided, however, he may do so only from the lane closest to the right-hand curb or edge of roadway, must come to a full stop and must yield the right-of-way to pedestrians and to other traffic lawfully using the intersection.

(b) Except as provided in subsection (c) of this section, the driver of a vehicle on a one-way roadway, facing a steady red signal, may turn left into an intersecting one-way roadway in which traffic travels to the left; provided, however, he may do so only from the lane closest to the left-hand curb or edge of roadway, must come to a full stop and must yield the right-of-way to pedestrians and to other traffic lawfully using the intersection.

(c) Drivers may not turn left or right on a steady red signal when official traffic control devices have been erected indicating that such turns are prohibited.

Sec. 82-22. Intersections--procedure after completed stop.

After the operator of a vehicle has stopped in obedience to a stop sign, at an intersection where a stop sign is erected at one or more entrances thereto, such operator shall proceed cautiously yielding to vehicles not so obliged to stop which are within the intersection or approaching so closely as to constitute an immediate hazard, but may then proceed, subject to the provisions of Section 82-27.

Sec. 82-23. Crosswalks-pedestrians to have right-of-way.

Where stop signs are in place at a plainly marked crosswalk at an intersection or between intersections, pedestrians within or entering the crosswalk at either edge of the roadway shall have the right-of-way over vehicles stopped in obedience to such signs. Drivers of vehicles having so yielded the right-of-way to pedestrians entering or within the nearest crosswalk at an intersection shall also yield the right-of-way to pedestrians within any other crosswalk at the intersection.

Sec. 82-24. Intersections--more than one vehicle.

(a) The driver of a vehicle approaching an intersection shall yield the right of way to a vehicle which has entered the intersection from a different roadway.

(b) When two vehicles enter an intersection from different streets at approximately the same time, the driver of the vehicle on the left shall yield the right-of-way to the vehicle on the right.

Sec. 82-25. Pedestrians in roadway to have right-of-way.

When the movement of traffic is not controlled by traffic-control devices, a police officer or traffic control aide, the operator of a vehicle shall yield the right-of-way, slowing down or stopping if need be so to yield, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the half of the roadway upon which the vehicle is traveling or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.

Sec. 82-26. Right-of-way at sidewalks.

The driver of a vehicle emerging from an alley, driveway or building shall stop the vehicle immediately prior to driving onto any sidewalk or sidewalk area extending across an alleyway, yield the right-of-way to any pedestrian as may be necessary to avoid collision and, upon entering the roadway, shall yield the right-of-way to all vehicles approaching on the roadway.

Sec. 82-27. Yield right-of-way signs.

Where a yield right-of-way sign has been erected at an intersection, the driver of a vehicle facing the sign shall slow down to a speed reasonable for the existing conditions or shall stop if necessary and shall yield the right-of-way to other vehicles which have entered the intersecting roadway either from the right or left or which are approaching so closely on the intersecting roadway as to constitute an immediate hazard, but thereafter may proceed at such time as a safe interval occurs.

Sec. 82-28. Authorized emergency vehicles.

(a) Upon the immediate approach of an authorized emergency vehicle giving audible signal by sirens, exhaust whistle, or bell or displaying an oscillating, rotating, or flashing blue beam or displaying an oscillating, rotating or flashing red beam visible under normal atmospheric conditions from a distance of 500 feet (150 meters), the driver of every other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to, and as close as possible to, the right-hand edge, except on one-way streets where drivers shall drive as close as possible to the nearest edge, of the roadway clear of any intersection and shall stop and remain in such position until the authorized emergency vehicle has passed, unless otherwise directed by a police officer or fireman in the lawful exercise of his duties. Any person who violates any provision of this subsection (a) shall be subject to a fine of \$500.00.

(b) This section shall not operate to relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway.

Sec. 82-29. Equestrians to have right-of-way when.

The operator of any vehicle shall yield the right-of-way to a person riding a horse on a bridle path where such bridle path crosses a driveway, when signaled to do so by the raising of the arm of the rider. Nothing in this section shall relieve an equestrian from the duty of exercising due care and of obeying official traffic control devices.

Sec. 82-30. Blind persons to have right-of-way when.

(a) Notwithstanding any other provision of this chapter, any blind person who is carrying in a raised or extended position a cane which is white in color, or white tipped in red, or who is being guided by a dog shall have the right-of-way in crossing any roadway.

(b) The driver of a vehicle approaching the place where a blind person carrying a cane as described in subsection (a) or guided by a dog is crossing a roadway shall bring his vehicle to a full stop and before proceeding shall take such precautions as may be necessary to avoid injury to the blind person.

(c) The provisions of this section shall not apply to a blind person who is neither carrying a cane as described in subsection (a) nor guided by a dog, but the other provisions of this chapter relating to pedestrians shall then be applicable to such person.

Sec. 82-31. Overtaking vehicle on the left.

(a) The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left thereof at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle.

(b) Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.

Sec. 82-32. Overtaking vehicle on the right.

(a) The driver of a vehicle may overtake and pass upon the right of another vehicle only under the following conditions:

- (1) When the vehicle overtaken is making or about to make a left turn and there is sufficient safe clearance distance between the turning vehicle and the right edge of the roadway;
- (2) Upon any roadway with unobstructed pavement of sufficient width for two or more lanes of moving vehicles in each direction; or
- (3) Upon any roadway on which traffic is restricted to one direction of movement, where the unobstructed pavement is of sufficient width for two or more lanes of moving vehicles.

(b) The driver of a vehicle may overtake and pass another vehicle upon the right only under conditions permitting such movement in safety. In no event shall such movement be made by driving off the pavement or main-traveled portion of the roadway.

Sec. 82-33. Limitation on overtaking on the left.

No vehicle shall be driven to the left side of the center of the roadway in overtaking and passing another vehicle proceeding in the same direction unless such left side is clearly visible and is free of oncoming traffic for a sufficient distance ahead to permit such overtaking and passing to be completely made without interfering with the safe operation of any vehicle approaching from the opposite direction of any vehicle overtaken. In every event the overtaking vehicle must return to the right-hand side of the roadway before coming within 100 feet of any vehicle approaching from the opposite direction.

Sec. 82-34. Driving on right side of roadway.

(a) All vehicles shall be driven in the right-hand lane available for traffic or as close as practicable to the right-hand curb or edge of the roadway:

- (1) When proceeding at less than the normal speed of traffic at the time and place and under the conditions then existing; or
- (2) When designed and used for transportation, pulling or hauling of freight, except when overtaking another vehicle proceeding in the same direction or when preparing for a left turn at the intersection or into a private road or driveway.

(b) Upon all roadways of sufficient width, a vehicle shall be driven in the right hand lane available for traffic, except:

- (1) When the right half of a roadway is closed to traffic while under construction or repair;
- (2) Upon a roadway divided into three marked lanes for traffic under the rules applicable thereon; or
- (3) Upon a roadway designated by signs for one-way traffic.

Sec. 82-35. Overtaking school bus.

(a) The driver of a vehicle on a roadway, upon meeting or overtaking, from either direction, any school bus which has stopped for the purpose of receiving or discharging any school children, shall stop the vehicle before reaching the school bus where there is in operation on the school bus a visual signal as specified in Section 12-805 of the Illinois Vehicle Code, and the driver shall not proceed until the school bus resumes motion, or the school bus driver signals the driver to proceed, or the visual signals are no longer actuated.

(b) Every bus used for the transportation of school children shall bear upon the front and rear thereof plainly visible signs containing the words "school bus" in letters not less than eight inches in height and in addition shall be equipped with visual signals, meeting the requirements of the Illinois Vehicle Code, which shall be actuated by the school bus whenever the brakes are applied.

(c) The driver of a vehicle upon a street or highway of which the roadways for traffic moving in opposite directions are separated by a strip of ground which is not surfaced or suitable for vehicular traffic need not stop his vehicle upon meeting or passing a school bus which is on the opposite roadway, and the driver of a vehicle on a controlled access highway need not stop when a school bus is stopped in a loading zone adjacent to the surfaced or improved part of the controlled access highway where pedestrians are not permitted to cross such controlled access highway.

Sec. 82-36. Overtaking at crosswalks.

Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake or pass such stopped vehicle.

Sec. 82-37. Obedience to police and fire department orders.

No person shall willfully fail or refuse to comply with any lawful order or direction of a police officer, fire department official or other authorized officer.

Sec. 82-38. Following responding fire apparatus prohibited.

The driver of any vehicle other than one on official business shall not follow any fire apparatus traveling in response to a fire alarm closer than 500 feet or drive into the block where the fire apparatus has stopped in answer to a fire alarm. Any person found in violation of this Section shall be fined no less than \$500.00 and may be required to perform reasonable community service in a program under direction of the Sheriff.

Sec. 82-39. Driving over fire hose prohibited.

No person shall drive or move a vehicle over any unprotected hose of the fire department when laid down on any street or private driveway unless he has obtained the consent of the fire department official in command. Any person found in violation of this Section shall be fined no less than \$25.00.

Sec. 82-40. Driving, standing or parking on bicycle paths or lanes prohibited.

The driver of a vehicle shall not drive, unless entering or exiting a legal parking space, or stand, or park the vehicle upon any on-street path or lane designated by official signs or markings for the use of bicycles, or otherwise drive or place the vehicle in such a manner as to impede bicycle traffic on such path or lane. Any person who violates this section shall be fined \$100.00 for each offense. Any vehicle parked in violation of this section shall be subject to an immediate tow under provisions provided for in Section 58-164 of this Code.

Sec. 82-41. Driving on sidewalks or parkways prohibited.

The driver of a vehicle shall not drive on any sidewalk or parkway except on a permanent or temporary driveway. Any person found in violation of this Section shall be fined no less than \$50.00.

Sec. 82-42. Dimming headlights required when.

On approaching another vehicle proceeding in an opposite direction and when within not less than 350 feet of such vehicle, the operator of a motor vehicle equipped with electric headlight or headlights shall dim such headlight or headlights.

Sec. 82-43. Prohibited driving to left of center of roadway.

(a) No vehicle shall at any time be driven to the left side of the roadway under the following conditions:

- (1) When approaching the crest of a grade or upon a curve in the highway where the driver's view is obstructed within such distance as to create a hazard in the event another vehicle might approach from the opposite direction;
- (2) When approaching within 100 feet of or traversing any intersection or railroad grade crossing;

- (3) When approaching within 100 feet of any bridge, viaduct, tunnel or subway;
- (4) When official signs are in place directing that traffic keep to the right, or a continuous yellow colored centerline is marked.
- (b) The foregoing limitations shall not apply upon a one-way roadway.

Sec. 82-44. Operating vehicle in reverse.

The driver of a vehicle shall not operate vehicle in reverse unless such movement can be made with reasonable safety and without interfering with other traffic.

Sec. 82-45. Obstruction of intersection or crosswalk prohibited.

Notwithstanding any traffic-control signal indication to proceed, no operator of a vehicle shall enter an intersection or crosswalk unless there is sufficient space beyond such intersection or crosswalk, in the direction in which the vehicle is proceeding, to accommodate the vehicle without obstructing the passage of other vehicular traffic or pedestrians. Any person who violates this section shall be subject to a fine of \$200.00.

Sec. 82-46. Obstruction of traffic.

The operator of a vehicle shall not so operate the vehicle as to form an unreasonable obstruction to traffic.

Sec. 82-47. Negligent driving.

It shall be unlawful for any person to operate any vehicle upon a public way negligently, heedlessly and without due caution in a manner which endangers or is likely to endanger any person or property or to swerve within, between or across lanes of traffic in such a manner. Any person who violates this section shall be fined not less than \$300.00 nor more than \$1,000.00 for each offense.

Sec. 82-48. Following too closely.

The driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of such vehicle and the traffic upon the condition of the roadway.

Sec. 82-49. Drivers to exercise due care for pedestrians.

Every driver of a vehicle shall exercise due care to avoid colliding with any pedestrian upon any roadway, shall give warning by sounding the horn when necessary and shall exercise proper precautions upon observing any child or any confused or incapacitated person upon a roadway.

Sec. 82-50. Driving or moving vehicle in unsafe condition.

It is unlawful for any person to drive or move, or for the owner to cause or knowingly permit to be driven or moved, on any roadway any vehicle or combination of vehicles which is in such unsafe condition as to endanger any person or property or which contains equipment prohibited by the vehicle code or is not equipped with such lamps and other equipment in proper condition and adjustment as required in the traffic code, or which is equipped in any manner in violation of this Code.

Sec. 82-51. Coasting downhill prohibited.

(a) The driver of any motor vehicle when traveling upon a down grade shall not coast with the gears of such vehicle in neutral.

(b) The driver of a motor vehicle of the second division when traveling upon a down grade shall not coast with the clutch disengaged.

Sec. 82-52. Pulling out from parked position.

No person shall move a vehicle which is stopped, standing, or parked on any roadway unless and until such movement can be made with reasonable safety.

Sec. 82-53. Operator's signals.

(a) No person shall turn a vehicle from a direct course or move right or left upon a roadway unless and until such movement can be made with reasonable safety and then only after giving a clearly audible signal by sounding the horn if any pedestrian may be affected by such movement or after giving an appropriate visual signal in the manner hereinafter provided.

(b) A signal of intention to turn right or left shall be given continuously during not less than the last 100 feet traveled by the vehicle before turning.

(c) A turn signal shall be given to indicate an intention to change lanes or start from a parallel parked position.

Sec. 82-54. Operator's signals--stop or decrease in speed.

No person shall stop or suddenly decrease the speed of a vehicle without first giving an appropriate signal in the manner provided in this chapter to the driver of any vehicle immediately to the rear when there is opportunity to give such signal.

Sec. 82-55. Operator's signals--means.

Any stop or turn signal when required by the traffic code shall be given either by means of the hand and arm or by mechanical device, all of which signals shall be plainly visible and understandable in normal sunlight and at night from a distance of 100 feet to the front and rear, but shall not project a glaring or dazzling light; except that a stop signal need be visible only from the rear. All mechanical signal devices shall be self-illuminated at all times when in use. Any person found in violation of this Section will be fined \$25.00 dollars.

Sec. 82-56. Operator's signals--hand and arm--manner.

Hand and arm signals shall be given from the left side of the vehicle in the following manner:

(a) Left turn, hand and arm extended horizontally;

(b) Right turn, hand and arm extended upward;

(c) Stop or decrease speed, hand and arm extended downward.

Sec. 82-57. Use of horns and signals devices.

(a) The driver of a motor vehicle shall, when reasonably necessary to insure safe operation, give audible warning with his horn but shall not otherwise use such horn at any time.

(b) The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while stationary, except as a danger signal when an approaching vehicle is apparently out of control, or, if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended, or the creation by means of any such signal device of any unreasonably loud or harsh sound or the sounding of any such device for an unnecessary and unreasonable period of time, is hereby prohibited.

Sec. 82-58. Driving with view obstructed prohibited.

(a) No person shall drive a motor vehicle with any sign, poster, card, sticker or other non-transparent material upon the front windshield, or upon or protruding from any rear window, side window or roof which materially obstructs, obscures or impairs the view from both within or without the vehicle.

(b) No person shall drive any motor vehicle upon a roadway with any object so placed in or upon the vehicle as to obstruct the driver's clear view through the windshield, except required or permitted equipment of the vehicle.

(c) No person shall drive a vehicle when it is loaded or when there are in the front seat such number of persons, exceeding three, as to obstruct the view of the driver to the front or sides of the vehicles or as to interfere with the driver's control over the driving mechanism of the vehicle.

(d) No person shall drive any motor vehicle upon a roadway with any human being placed upon or protruding from the vehicle's roof, trunk, hood or any window; provided, however, that this section shall not apply (i) if the motor vehicle is part of a parade, public assembly or athletic event and for which a permit has been obtained; or (ii) if the motor vehicle is being used by an officer or employee of the County in the performance of his or her official duties.

(e) Any person who violates this section shall be fined not less than \$300.00 nor more than \$1,000.00 for each offense.

Sec. 82-59. Towing or pushing regulations of disabled vehicles.

(a) When one vehicle is towing another, the vehicles shall be connected to a drawbar of sufficient strength to pull all weight towed, and the drawbar shall not exceed eight feet in length. In addition to the drawbar, the vehicles shall be connected by two chains or cables of sufficient strength to pull all weight towed independently of the drawbar. Such chains or cables shall not exceed the length of the drawbar by more than two feet when fastened to the towed vehicle.

(b) No person shall push a vehicle with another vehicle upon any public way for a distance greater than 600 feet, or in a school zone while school children are present.

(c) Every disabled vehicle being pushed or towed on any public way shall have displayed on its roof or cab a flashing amber light. Such light shall be visible for a distance of at least 500 feet from the sides and rear if the vehicle is being towed or 500 feet to the front and sides if the vehicle is being pushed. Such light shall be in addition to any other lights required by law or ordinance.

Sec. 82-60. Safe speed required.

No person shall drive any vehicle pushing or towing another vehicle a rate of speed greater than is reasonable under the conditions so as not to endanger life or property.

Sec. 82-61. Towing of vehicle containing passenger prohibited.

No person shall operate a vehicle to tow another vehicle if the towed vehicle contains one or more passengers.

Sec. 82-62. Authorized emergency vehicles.

(a) The driver of an authorized emergency vehicle, when responding to an emergency call or when in pursuit of an actual or suspected violator of the law or when responding to but not upon return from any fire alarm, may:

- (1) Park or stand, irrespective of the provisions of the vehicle code;
- (2) Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;
- (3) Exceed the speed limits so long as he does not endanger life or property;
- (4) Disregard regulations governing direction of movement or turning in specified directions.

(b) The exemptions herein granted to an authorized emergency vehicle shall apply only:

- (1) when the driver of the vehicle while in motion sounds an audible signal by bell, siren or exhaust whistle as may be reasonably necessary, and the vehicle is displaying an oscillating, rotating or flashing red beam visible under normal atmospheric conditions from a distance of 500 feet of the front of such vehicle; or
- (2) when the authorized emergency vehicle is operated as a police vehicle and such vehicle is displaying an oscillating, rotating or flashing blue beam.

(c) The foregoing provisions shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons, nor shall such provisions protect the driver from the consequences of reckless disregard of others.

Sec. 82-63. Buses-stopping, standing and parking.

(a) The driver of a bus shall not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers other than at a designated bus stop, bus stand, passenger loading zone, or bus terminal except in case of an emergency or as permitted in paragraph (d) of this section.

(b) The driver of a bus shall enter a bus stop or passenger loading zone on a public way only in such a manner that the bus when stopped to load or unload passengers shall be in a position with the right front wheel of such bus not further than 18 inches from the curb, or 30 inches from the curb if the bus is lift equipped, and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.

(c) When bus lanes are designated and appropriately indicated by signs and markings, it shall be unlawful for the driver of any bus to operate the vehicle on any other portion of the roadway for travel in the direction allowed in the designated lane.

(d) The driver of a bus may stop such vehicle at any intersection of any street on which it has authority to operate between the hours of Midnight and 5:00 a.m. for the purpose of loading or unloading passengers.

Sec. 82-64. Taxicabs--stopping, standing and parking.

(a) The driver of any taxicab shall not stop such vehicle upon any business street at any place other than a taxicab stand, except for the expeditious loading or unloading of passengers or when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, traffic control aide or traffic sign or signal; provided, however, that this section shall not apply when the taxicab is unoccupied, not for hire and otherwise lawfully parked.

(b) No driver, involved in the expeditious loading or unloading of passengers shall be charged with a violation of any parking ordinance contained in this code, unless such driver fails to move his vehicle after having been directed by a police officer or traffic control aide to do so.

Sec. 82-65. Cruising of public passenger vehicles prohibited.

No operator of a public passenger vehicle shall solicit business in such manner as to interfere with the lawful movement of traffic.

Sec. 82-66. Operation of motorcycles.

A person operating a motorcycle shall ride only upon the permanent and regular seat attached thereto, and such operator shall not carry any other person unless the cycle is designed to carry more than one person, in which event a passenger may ride upon the permanent and regular seat if designed for two persons or upon another seat firmly attached to the rear or side of the cycle.

Sec. 82-67. Operation of motor driven scooters restricted.

(a) No person shall operate a motor driven scooter upon any public street, sidewalk, parking lot, bike path, park or on any other public property.

(b) The following shall be exempt from the prohibitions contained in this section:

(1) Any police vehicle, fire vehicle, municipal vehicle, special district vehicle, County vehicle or Forest Preserve District vehicle operated by an employee in the course of his or her duties.

(2) Motorized wheelchairs. For purposes of this section, a motorized wheelchair means any motorized vehicle designed for and used by a person with disabilities.

(3) Electric personal assistance mobility devices

(d) *Applicability of section.* Without limitation, this section applies to areas of unincorporated Cook County, to areas owned or operated by Special Districts within unincorporated Cook County, and to areas within municipalities within the County which have not adopted ordinances governing the operation of motorized scooters within the said municipalities. To the extent a municipality has adopted an ordinance addressing the operation of motorized scooters, or to the extent a municipality adopts an ordinance electing not to be bound by this section, the ordinance of the municipality shall apply, and this section shall not apply, to any areas within the jurisdiction of the municipality.

(e) *Violations.* Any person 18 years of age or older who violates any of the provisions of this section shall be subject to a fine of not less than \$200.00 nor more than \$1,000.00 for each offense. An offense committed by a minor under the direct control or with the consent of a parent or guardian may subject the parent or guardian to the penalties provided in this section.

Sec. 82-68. Snowmobile operation.

It shall be unlawful for a person to operate a snowmobile in any unincorporated area of the County except in those areas of the Forest Preserve where snowmobile operation is specifically allowed. Any person found in violation of this Section shall be subject to a fine of \$50.00.

Sec. 82-69. Duty upon striking unattended vehicle.

The operator of any vehicle which collides with any vehicle which is unattended shall immediately stop and shall then and there either locate and notify the operator or owner of such vehicle of his name, address and telephone number and of the state registration number of the vehicle striking the unattended vehicle or shall leave in a conspicuous place on the vehicle struck a written notice giving his name, address and telephone number and the state registration number of the vehicle doing the striking and a statement of the circumstances thereof.

Sec. 82-70. Duty upon striking fixtures or other property.

The operator of any vehicle involved in an accident resulting only in damage to fixtures or other property legally upon or adjacent to public way shall take reasonable steps to locate and notify the owner or persons in charge of such property of such fact and of his name, address and telephone number and of the state registration number of the vehicle he is driving and shall, upon request and if available, exhibit his operator's or chauffeur's license.

Sec. 82-71. Special weight and load permits

(a) The County Board hereby declares it necessary to impose upon certain highways, under the jurisdiction of the County, weight and load restrictions, in accordance with the Illinois Motor Vehicle Law. The highways to be so designated shall be based upon the recommendations of the County Superintendent of Highways.

(b) In the event it is necessary for a vehicle to use a highway, upon which load restriction limits have been placed and, where load limit restrictions will be exceeded, the County Superintendent of Highways, in such cases, is hereby authorized to issue a temporary permit for such highway use. The County Superintendent of Highways be and is hereby directed to submit recommendations to the County Board concerning load limit restrictions and the highways upon which said load limit restrictions shall be imposed.

Sec. 82-72. Picking up riders-prohibited.

No person operating a private vehicle shall pick up any person standing in a roadway for the purpose of soliciting a ride. Any person who is found in violation of this Section will be fined \$100.00.

Sec. 82-73. Unlawful riding.

- (a) No person shall board or alight from any vehicle while such vehicle is in motion.
- (b) No person shall ride on any vehicle upon any portion thereof not designed or intended for the use of passengers. This provision shall not apply to an employee engaged in the necessary discharge of a duty or to persons riding within truck bodies in space intended for merchandise.
- (c) No passenger in a vehicle shall ride in such position as to interfere with the driver's view ahead or to the sides or with his control over the driving mechanism of the vehicle.
- (d) Any person found in violation of this Section will be fined \$100.00 for each offense.

Sec. 82-74. False, stolen or altered temporary registration permits.

No person shall operate or park on the public way, under the jurisdiction of the County, any vehicle bearing a false, stolen or altered state temporary registration permit. A vehicle operated or parked in violation of this section is subject to immediate impoundment. The owner of record of such vehicle shall be liable to the county for an administrative penalty of \$500.00 in addition to fees for towing and storage of the vehicle. Whenever a Sheriff's police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this subsection, the police officer shall provide for the towing of the vehicle to a facility controlled by the County or its agents. When the vehicle is towed, the police officer shall notify the person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the vehicle owner's right to request a preliminary hearing to be conducted under Section 58-164 of this Code. If the vehicle is unattended, notice shall be sent to the last registered owner of the vehicle, at the address indicated in the last valid registration of the vehicle.

Sec. 82-75. Television receivers.

No person shall operate a motor vehicle when the vehicle is equipped with television broadcast receiver equipment so located that the viewer or screen is visible from the driver's seat. Any person who violates the provisions of this section shall be fined not less than \$200.00 nor more than \$500.00 for each offense and shall be required to perform reasonable community service in a program under the direction of the Sheriff.

Sec. 82-76. Unauthorized signs declared a nuisance--exceptions.

- (a) No person shall place, maintain, or display upon or in view of any public way any unauthorized sign, signal, marking, or device which purports to be or is an imitation of or resembles an official traffic-control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of any official traffic-control device or any railroad sign or signal, and no person shall place or maintain upon any public way any traffic sign or signal bearing thereon any commercial advertising.

(b) Every person convicted of a violation of this section shall be fined not less than \$100.00 nor more than \$500.00 for each offense. Every sign, signal, or marking prohibited under this section is hereby declared to be a public nuisance, and the ~~commissioner of transportation~~ County Superintendent of Highways is empowered to and shall remove the same or cause it to be removed without notice.

(c) This section shall not apply to crossing guards displaying portable stop signs to permit the street crossing of children or to "Neighborhood Watch" signs installed and maintained by local residents or organizations; provided, however, that "Neighborhood Watch" signs shall be uniform in size, color and design as approved by the Sheriff's Police Department and shall be installed only on residential streets, at least eight feet above curb grade, not less than 150 feet from any intersection and in such a manner as not to obstruct any traffic or other regulatory sign or signal. This section also shall not be deemed to prohibit the erection, upon private property adjacent to public ways, of signs giving useful directional information and of a type that cannot be mistaken for official traffic signs.

Sec. 82-77. Obstruction of or interference with traffic.

Any person who shall willfully and unnecessarily hinder, obstruct or delay or who shall willfully and unnecessarily attempt to hinder, obstruct or delay any other person in lawfully driving or traveling along or upon any street or who shall offer to barter or sell any merchandise or service on the street so as to interfere with the effective movement of traffic or who shall repeatedly cause motor vehicles traveling on public thoroughfares to stop or impede the flow of traffic shall be guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$200.00 or imprisoned for not more than ten days, or both, for the first offense, fined not more than \$500.00 or imprisoned for not more than 20 days, or both, for the second offense, and fined not more than 30 days, or both, for each such subsequent offense.

Sec. 82-78. Mobile food dispensers.

No person shall conduct the business of a mobile food dispenser or peddler as defined in this Code, on any portion of the public way in such a way as to obstruct the flow of traffic. Any person who violates the provisions of this section shall be fined not less than \$50.00 nor more than \$500.00 for each offense.

Secs. 82-79 - 82-85. Reserved.

DIVISION 3. VEHICLE PARKING

Sec. 82-86. Stopping. Standing and Parking, prohibited in various locations.

Except when necessary to avoid conflict with other traffic, or in compliance with the law or the directions of a police officer or official traffic-control device, no person shall:

- (1) Stop, stand or park a vehicle:
 - a. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - b. On a sidewalk;
 - c. Within an intersection;
 - d. On a crosswalk;

- e. Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
 - f. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
 - g. Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - h. On any railroad tracks or within a distance of ten feet from the outer rails thereof;
 - i. At any place where official signs prohibit stopping;
 - j. On a controlled-access highway;
 - k. In the area between roadways of a divided highway, including crossovers.
- (2) Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge passengers:
- a. In front of a public or private driveway;
 - b. Within 15 feet of a fire hydrant;
 - c. Within 20 feet of a crosswalk at an intersection;
 - d. Within 30 feet upon the approach to any flashing signal, yield sign, or traffic control signal located at the side of a roadway;
 - e. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly sign-posted);
 - f. At any place where official signs prohibit standing;
 - g. In a fire lane or within eight feet of the entrance to a fire lane.
- (3) Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading property or passengers:
- a. Within 50 feet of the nearest rail of a railroad crossing;
 - b. At any place where official signs prohibit parking.
- (4) Any person who shall violate or fail to comply with any provision of the above Section with the exception of subsections 1(h), 2(e) and 3(a), shall be fined \$50.00 for each offense.

- (5) Any person who shall violate or fail to comply with any provision of subsection 2(e) and 3(a) shall be fined \$75.00 for each offense.
- (6) Any person who shall violate or fail to comply with any provision of subsection 1(h) shall be fined \$100.00 for each offense.

Sec. 82-87. Distance from the curb.

(a) Except as otherwise provided in this section, every vehicle stopped or parked upon a two-way roadway shall be so stopped or parked with the right-hand wheels parallel to and within 12 inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder.

(b) No person shall move a vehicle not lawfully under such person's control into any prohibited area or away from a curb such distance as is unlawful.

(c) Except when otherwise provided by local ordinance, every vehicle stopped or parked upon a one-way roadway shall be so stopped or parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within 12 inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder, or with its left-hand wheels within 12 inches of the left-hand curb or as close as practicable to the left side of the left-hand shoulder. Any person found in violation of any provision this Section will be fined \$50.00.

Sec. 82-88. Violation of posted signs; penalty.

(a) No person shall stop, park or leave standing at any time any vehicle, whether attended or unattended, within the right-of-way of any roadway under the jurisdiction of the County where necessary signs are posted prohibiting parking, which such signs shall be posted at the discretion of the Cook County Superintendent of Highways.

(b) Every person found in violation of this section shall be fined not less than \$50.00 and not more than \$100.00 for each offense. ~~Every person found guilty of violating this section shall be guilty of a misdemeanor and be punished by a fine of not less than \$5.00 and not more than \$100.00 for each offense.~~

Sec. 82-89. Stopping, standing or parking outside of business or residential district.

(a) *Unobstructed width opposite a standing vehicle.* Outside a business or residential district, no person shall stop, park or leave standing any vehicle, whether attended or unattended, upon the roadway when it is practical to stop, park or so leave such vehicle off the roadway, but in every event an unobstructed width of the highway opposite a standing vehicle shall be left for the free passage of other vehicles and a clear view of such stopped vehicle shall be available from a distance of 200 feet in each direction upon such highway.

(b) *Posting signs.* The Cook County Department of Highways with respect to highways under its jurisdiction or for the maintenance of which it is responsible may place signs prohibiting or restricting the stopping, standing or parking of vehicles on any highway where in its opinion such stopping, standing or parking is dangerous to those using the highway or where the stopping, standing or parking of vehicles would unduly interfere with the free movement of traffic thereon. Any such regulations adopted by the Department regarding the stopping, standing or parking of vehicles upon any specific street, streets or highways become effective at the time of the erection of appropriate signs

indicating such regulations. Any such signs may be erected by the Department or by a local authority with the approval of the State Department of Transportation.

- (c) *Exception.* This section and Sections 82-93 and 82-94 shall not apply to the driver of any vehicle which is disabled in such manner and to such extent that it is impossible to avoid stopping and temporarily leaving the vehicle in such position.
- (d) Every person found in violation of this section shall be fined \$50.00.

Sec. 82-90. Parking on county property.

It shall be unlawful to park any vehicle upon any property owned by the County and used for the transaction of public business where such parking is prohibited by order of the custodian of the property; provided, this section shall not apply to County-owned vehicles or to other vehicles whose operation is useful or essential to the proper functioning of the department, board or commission occupying the property. The custodian of the property shall post "No Parking" signs indicating the foregoing prohibition. Any person found in violation of any provision of this Section will be fined \$50.00.

Sec. 82-91. Parking in alleys.

(a) It shall be unlawful to park any vehicle in any alley for a period of time longer than is necessary for the expeditious loading, unloading, pick-up or delivery of materials from such vehicle.

(b) It shall be unlawful to park a vehicle in an alley in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for the free movement of vehicular traffic or to block the entrance to any abutting property. Any person found in violation of any provision of this Section will be fined \$50.00.

Sec. 82-92. Parking of trucks restricted.

(a) No person shall stand or park any truck, tractor, semi-trailer, recreational vehicle more than 22 feet in length, self-contained motor home, or bus on any residential street for a longer period than is necessary for the reasonably or expeditious loading or unloading of such vehicle.

(b) No person shall stand or park any truck, tractor, semitrailer, trailer or self-contained motor home, or bus on any business street for a longer period than is necessitated for the reasonably expeditious loading or unloading of such vehicle. Any person found in violation of this Section will be fined \$50.00.

Sec. 82-93. Parking privileges for persons with disabilities.

(a) A motor vehicle bearing registration plates issued to a person with disabilities, as defined by 625 ILCS 5/1-159.1 (person with disabilities defined), pursuant to 625 ILCS 5/3-616 (person with disabilities license plates), or to a disabled veteran pursuant to 625 ILCS 5/3-609 (disabled veterans' plates), or a special decal or device issued pursuant to 625 ILCS 5/3-616 (person with disabilities license plates) or pursuant to 625 ILCS 5/11-1301.2 (special decals for a person with disabilities parking) or a motor vehicle registered in another jurisdiction, State territory or foreign country upon which is displayed a registration plate, special decal or device issued by the other jurisdiction designating the vehicle is operated by or for a handicapped person shall be exempt from the payment of parking meter fees and exempt from ordinances imposing time limitations on parking, except limitations of one-half hour or less, on any street or highway zone, or any parking lot or parking place which are owned, leased or owned and leased by a municipality or a municipal parking utility; but, such vehicle shall be subject to the laws which prohibit parking in "no stopping" and "no standing" zones in front of or near fire hydrants, driveways, public building entrances and exits, crosswalks, bus stops and loading areas, and is prohibited from parking where the motor vehicle constitutes a traffic hazard, whereby such motor vehicle shall be moved at the instruction and request of a law enforcement officer to a location designated by the officer. Any motor vehicle bearing registration plates or a special decal or device specified in this section or in

625 ILCS 5/3-616 (person with disabilities license plates) or such as specifically authorized in 625 ILCS 5/11-1301.2 (special decals for a person with disabilities parking) as evidence that the vehicle is operated by or for a person with disabilities or disabled veteran may park, in addition to any other lawful place, in any parking place specifically reserved for such vehicles by the posting of an official sign.

(b) Parking privileges granted by this section are strictly limited to the person to whom the special registration plates, special decal or device were issued and to qualified operators acting under his express direction while the person with disabilities is present.

(c) Such parking privileges granted by this section are also extended to motor vehicles of not-for-profit organizations used for the transportation of persons with disabilities when such motor vehicles display the decal or device issued pursuant to 625 ILCS 5/11-1301.2 (special decals for a person with disabilities parking).

Sec. 82-94. Unauthorized use of parking places reserved for persons with disabilities.

(a) *Registration plates or decals.* It shall be prohibited to park any motor vehicle which is not bearing registration plates or decals issued to a person with disabilities, as defined in 625 ILCS 5/1-159.1 (person with disabilities defined) pursuant to 625 ILCS 5/3-616 (person with disabilities license plates) or 625 ILCS 5/11-1301.2 (special decals for a person with disabilities parking), or to a disabled veteran pursuant to 625 ILCS 5/3-609 (disabled veterans' plates), as evidence that the vehicle is operated by or for a person with disabilities or disabled veteran, in any parking place, including any private or public off-street facility, specifically reserved, by the posting of an official sign.

(b) *Removal of authorized vehicles.* Any person or local authority owning or operating any public or private off-street parking facility may, after notifying the Sheriff's Police Department, remove or cause to be removed to the nearest garage or other place of safety any vehicle parked within a stall or space reserved for use by the handicapped which does not display handicapped registration plates or a special decal or device as required under this section.

(c) *Fine.* Any person found guilty of violating the provisions of this section shall be fined \$250.00, in addition to any costs or charges connected with the removal or storage of any motor vehicle authorized under this section.

Sec. 82-95. Parking meters.

It shall be unlawful to park any vehicle in a designated parking meter zone or space without depositing a United States coin or any other acceptable form of payment of the denomination indicated on the meter and putting the meter in operation or to park any vehicle in such zone or space for a period longer than is designated on the meter for the value of the coin or coins deposited in the meter; provided, however, these provisions shall not apply during such hours of the day as designated from time to time by order of the County Board. Any person found in violation of this Section will be fined \$50.00.

Sec. 82-96. Repairs to vehicles on Public Way.

No person shall change any parts, repair, wash, grease, wax, polish or clean a vehicle on any public way, under jurisdiction of the County, except such repairing, cleaning or polishing as is necessary to insure good vision, or such emergency repairs as are necessary to remove such vehicle from the public way. Such emergency repairs shall be made only as close as possible to the right-hand edge of the roadway, with the vehicle facing in the direction of the traffic flow.

Every person found guilty of violating this section shall be fined \$50.00

Sec. 82-97. Parking for certain purposes prohibited.

No person shall park a vehicle upon any roadway, under jurisdiction of the County or in any public off-street parking facility for any of the following purposes:

- (a) To display such vehicle for sale;
- (b) To perform maintenance or repair such vehicle, except for repairs necessitated by an emergency;
- (c) To sell merchandise from such vehicle.
- (d) Any person who violates any provision of this section ~~subsection (a)~~ shall be fined \$50.00 for each offense. ~~Any person who violates subsections (b) or (c) above shall be fined \$25.00 for each offense.~~

Sec. 82-98. Unattended motor vehicles.

(a) No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key from the ignition, effectively setting the brake thereon and, when standing upon any perceptible grade, turning the front wheels to the curb or side of the highway.

(b) Nothing in this section prohibits the use of a remote ignition start device which is capable of starting a vehicle's ignition without the vehicle's ignition key, if (a) the vehicle is equipped with an anti-theft feature which prevents the vehicle from being driven without the ignition key being properly inserted; and (b) the owner of the vehicle displays on the vehicle a decal or sticker indicating the presence of such a remote ignition start device. Every person found in violation of this section shall be fined \$50.00

Sec. 82-99. Parking in parking lots.

- (a) It shall be unlawful for any person not so entitled to park a vehicle in a public parking lot.
- (b) It shall be unlawful for any person not so entitled to park a vehicle in a private parking lot established voluntarily or pursuant to the County Zoning Ordinance to provide off-street parking facilities for tenants or employees of the owner.
- (c) Whenever any vehicle is parked in violation of this section, any police officer or other person authorized to issue parking violation notices. Upon a written complaint signed by the owner of the parking lot or by his authorized agent that the vehicle is not entitled to the privileges of the parking lot, may attach a parking violation notice to the vehicle.
- (d) Any person who violates subsection (a) or (b) of this section shall be fined \$50.00 for each offense.

Sec. 82-100. Removal of parking permit or notice of violation.

(a) It shall be unlawful for any person, other than the driver of the vehicle, to remove from a vehicle a notice of violation affixed pursuant to the vehicle code.

- (b) Every person found in violation of this section shall be fined not less than \$100.00.

Secs. 82-101 - 82-109. Reserved.

DIVISION 4. COMPLIANCE VIOLATIONS

Sec. 82-110. Brakes--required.

(a) Every motor vehicle, other than a motorcycle, when operated on any roadway under the County's jurisdiction shall be equipped with brakes adequate to control the movement of and to stop and hold such vehicle. The brake system shall include two separate means of applying the brake, each of which means shall operate to apply the brakes to at least two wheels. If the two separate means of applying the brakes are connected in any way, they shall be so constructed that failure of any one part of the operating mechanism shall not leave the motor vehicle without brakes on at least two wheels.

(b) Every motorcycle and motor-driven cycle when operated on any roadway under the County's jurisdiction shall be equipped with at least one brake, which may be operated by hand or foot.

(c) Every trailer or semi-trailer of a gross weight of 3,000 pounds or more when operated on any roadway under the County's jurisdiction shall be equipped with brakes adequate to control the movement of and to stop and to hold such vehicle and so designed as to be applied by the driver of the towing motor vehicle from its cab. Such brakes shall be so designed and connected that in case of an accidental breakaway of the towed vehicle the brakes are automatically applied. Any person found in violation of any provision of this Section will be fined \$25.00.

Sec. 82-111. Brakes--stopping capability--maintenance.

(a) The service brakes upon any motor vehicle or combination of vehicles operating on a level surface shall be adequate to stop such vehicle or vehicles within a distance of 30 feet when traveling 20 miles per hour upon dry asphalt or concrete pavement surface free from loose material.

(b) Under the above conditions the hand brake shall be adequate to stop such vehicle or vehicles within a distance of 55 feet and the hand brake shall be adequate to hold such vehicle or vehicles stationary on any grade upon which operated.

(c) Under the above conditions the service brakes upon an antique vehicle, as defined in the Illinois Vehicle Code, shall be adequate to stop the vehicle within a distance of 40 feet and the hand brake adequate to stop the vehicle within a distance of 55 feet.

(d) All braking distances specified in this section shall apply to all vehicles mentioned, whether such vehicles are not loaded or are loaded to the maximum capacity permitted by law.

(e) All brakes shall be maintained in good working order and shall be so adjusted as to operate evenly with respect to the wheels on opposite sides of the vehicle. Any person found in violation of any provision of this Section will be fined \$25.00

Sec. 82-112. Windshield wipers.

Every motor vehicle, except motorcycles and motor-driven cycles, operating or parked on any roadway under the County's jurisdiction and equipped with a windshield shall also be equipped with a self-operating windshield wiper which shall be maintained in good operating condition. The windshield wiper shall provide clear vision through the windshield for the driver and shall be operated under conditions of fog, snow or rain. This section shall not apply to snow removal equipment equipped with adequate manually operated windshield wipers. Any person found in violation of this Section will be fined \$25.00.

Sec. 82-113. Horns and warning devices.

(a) Every motor vehicle when operated upon any roadway shall be equipped with a horn in good working order and capable of emitting sound audible under normal conditions from a distance not less than 200 feet, but no horn or other warning device shall emit an unreasonably loud or harsh sound or a whistle.

(b) No vehicle shall be equipped with nor shall any person use upon a vehicle any siren, whistle or bell, except that this shall not apply to an authorized emergency vehicle as otherwise permitted in the traffic code. Any person found in violation of this Section will be fined \$25.00.

Sec. 82-114. Required lighting.

When upon any roadway, subject to exceptions with respect to parked vehicles:

(a) Every motorcycle shall exhibit at all times at least one lighted lamp showing a white light visible at a distance of 500 feet in the direction of travel;

(b) All motor vehicles other than motorcycles shall exhibit at least two lighted head lamps showing white lights or lights with a yellow or amber tint, during the period of sunset to sunrise, and at any other times when due to insufficient natural light or unfavorable atmospheric conditions (fog, snow or rain), person and vehicles are not clearly discernible for a distance of 1,000 feet in the direction of travel;

(c) Each motor vehicle, trailer or semi-trailer shall also exhibit at least one lighted lamp which shall be so situated as to throw a red light visible for at least 500 feet in the reverse direction;

(d) The registration plate at the back of every motorcycle and every motor vehicle shall be so lighted that the numbers on said plate shall be plainly legible and intelligible at a distance of 50 feet; and

(e) Every trailer having a gross weight of 3,000 pounds or less including the weight of the trailer and maximum load shall be equipped with two lighted lamps, one on each side of the rear of such trailer which shall be so situated as to throw a red light visible for at least 500 feet in the reverse direction. Any person found in violation of any provision of this Section shall be fined \$25.00 dollars.

Sec. 82-115. Spot lamps and auxiliary driving lamps.

(a) Any motor vehicle may be equipped with not to exceed one spot lamp, except authorized emergency vehicles, and every lighted spot lamp shall be so aimed and used upon approaching another vehicle that no part of the high intensity portion of the beam will be directed to the left of the prolongation of the extreme left side of the vehicle nor more than 100 feet ahead of the vehicle.

(b) Any motor vehicle may be equipped with not to exceed three auxiliary driving lamps mounted on the front at a height not less than 12 inches nor more than 42 inches above the level surface upon which the vehicle stands. Any person found in violation of this Section shall be fined \$25.00.

Sec. 82-116. Side cowl, fender, running board courtesy and back-up lamps.

(a) Any motor vehicle may be equipped with not more than two side cowl or fender lamps which shall emit an amber or white light without glare.

(b) Any motor vehicle may be equipped with not more than one running board courtesy lamp on each side thereof which shall emit a white or amber light without glare.

(c) Any motor vehicle may be equipped with a back-up lamp either separately or in combination with another lamp; except that no such back-up lamp shall be continuously lighted when the motor vehicle is in forward motion.

(d) Whenever a motor vehicle equipped with head lamps as herein required is also equipped with any auxiliary lamps or a spot lamp or any other lamp on the front thereof projecting a beam of an intensity greater than 300 candle-power, not more than a total of four of any such lamps on the front of a vehicle shall be lighted at any one time when upon a highway. Any person found in violation of any provision of this Section shall be fined \$25.00.

Sec. 82-117. Non-motor-driven vehicles--lighting requirements.

All non-motor-driven vehicles including animal-drawn vehicles while being operated or parked on any roadway under the jurisdiction of the County between the period of sunset to sunrise shall at all times be equipped with at least one lighted lamp or lantern exhibiting a white light visible from a distance of 500 feet to the front of such vehicle and with a lamp or lantern exhibiting a red light visible from a distance of 500 feet to the rear. Any person found in violation of this Section shall be fined \$25.00.

Sec. 82-118. Parked vehicles--lighting regulations.

(a) Whenever a vehicle is lawfully parked at nighttime upon any lighted street within a business or residence district, no lights need be displayed upon such parked vehicle.

(b) Whenever a vehicle is parked upon an unlighted street or highway during the hours between one-half hour after sunset and one-half hour before sunrise, such vehicle shall be equipped with one or more lamps which shall exhibit a white light on the roadway side visible from a distance of 500 feet to the front of the vehicle and a red light visible from a distance of 500 feet to the rear.

(c) Any lighted head lamps upon a parked vehicle shall be depressed or dimmed. Any person found in violation of this Section will be fined \$25.00.

Sec. 82-119. Suspension system.

(a) It shall be unlawful to operate or park a motor vehicle on any roadway, that is under jurisdiction of the County, when the suspension system has been modified from the original manufactured design by lifting the body from the chassis in excess of three inches or to cause the horizontal line from the front to the rear bumper to vary over the three inches in height when measured from a level surface of the highway to the lower edge of the bumper.

(b) Nothing in this section shall prevent the installation of manufactured heavy duty equipment to include shock absorbers and overload springs, nor shall anything contained in this section prevent a person to operate a motor vehicle with normal wear of the suspension system if such condition does not affect the control or safe operation of the vehicle. This section shall not apply to motor vehicles designed or modified primarily for off-highway racing purposes while such vehicles are in tow or to motorcycles or motor-driven cycles. Any person found in violation of this Section will be fined \$25.00.

Sec. 82-120. Bumpers.

(a) Every motor vehicle of the first division and recreational vehicles must be equipped with both front and rear bumpers while being operated or parked on any roadway within the County's jurisdiction. The bumper height shall not be modified to vary more than three inches from the original manufactured bumper height for that vehicle when measured from a level surface of the highway to the lower edge of the bumper. Nothing in this section shall prevent the installation of manufactured bumper guards.

(b) This section shall not apply to any motor vehicle designed or modified primarily for off-highway racing purposes while such vehicle is in tow or to motorcycles or motor-driven cycles or to an antique vehicle when registered as such and where the original design did not include bumpers. Any person found in violation of subsection (a) of this Section will be fined \$25.00.

Sec. 82-121. Rear view mirrors.

Every motor vehicle, whether parked, operated singly or when towing another vehicle shall be equipped with a mirror so located as to reflect to the driver a view of the roadway for a distance of at least 200 feet to the rear of such vehicle. Any person found in violation of this Section will be fined \$25.00.

Sec. 82-122. Rear reflectors on trailers.

Every trailer having a gross weight of 3,000 pounds or less including the weight of the trailer and maximum load, towed either by a motor vehicle of the first division or a motor vehicle of the second division shall be equipped with two red reflectors, which will be visible when hit by headlight beams 300 feet away at night, located on the rear of the body of such trailer, not more than 12 inches from the lower left hand and right hand corners. Any person in violation of this Section will be fined \$25.00.

Sec. 82-123. Exhaust system.

- (a) (1) Every motor vehicle shall at all times be equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise and annoying smoke
- (2) No person shall use a muffler cutout, by-pass, straight pipe or similar device upon a motor vehicle on a public way.

For purposes of this subsection (a), the term "straight pipe" shall mean a muffler without baffles or any other noise inhibiting device.

(b) The engine and power mechanism of every motor vehicle shall be so equipped and adjusted as to prevent the escape of excessive fumes or smoke. Any person in violation of any provision of this Section will be fined \$25.00.

Sec. 82-124. Burglar alarms.

(a) In any vehicle equipped with a continuous or intermittent audible signal device which acts as a burglar alarm, such device shall be limited in operation to four minutes after activation and shall be incapable of further operation until reset to become active again.

(b) No person shall install or maintain in any vehicle registered in the County any continuous or intermittent audible signal device for use as a burglar alarm unless the device is equipped with an automatic shut-off mechanism to terminate the alarm sound after four minutes and an automatic reset mechanism to reengage the alarm for further operation. No person shall operate or park on any roadway any vehicle equipped with any continuous or intermittent audible signal device for use as a burglar alarm unless the device is equipped with an automatic shut-off mechanism to terminate the alarm sound after four minutes and an automatic reset mechanism to reengage the alarm for further operation.

(c) Any person who violates this section shall be subject to a fine of \$50.00 for each offense. Any person who violates this section a second time shall be subject to a fine of \$75.00, any person who violates this section a third or subsequent time shall be subject to a fine of \$100.00. Each installation and each use of an alarm in violation of this section shall constitute a separate and distinct offense; provided, however, it shall not be a violation of this section to operate a device for a period of time in excess of four minutes if the device is designed to be triggered by the unauthorized opening of the hood, trunk or door of the vehicle, or by the breaking of a window, and the operation of the device in excess of four minutes was so caused.

Sec. 82-125. Registration plates.

(a) Registration plates issued for a motor vehicle other than a motorcycle, trailer, semi-trailer or truck-tractor shall be attached to the front and rear of the vehicle.

(b) The registration plate issued for a motorcycle, trailer or semi-trailer shall be attached to the rear thereof.

(c) The registration plate issued for a truck-tractor shall be attached to the front thereof.

(d) Every registration plate shall at all times be securely fastened in a horizontal position to the vehicle for which it is issued so as to prevent the plate from swinging and at a height of not less than 12 inches from the ground, measuring from the bottom of such plate, in a place and position to be clearly visible and shall be maintained free from foreign materials and in a condition to be clearly legible. No registration plate shall be covered by any tinted or colored screen.

(e) It is illegal to park a vehicle on any roadway under the County's jurisdiction if the registration plate or other registration material fails to comply with subsections (a) through (d) or subsection (f) of this section.

(f) Every registration plate, temporary permit or evidence of temporary registration must bear evidence of proper registration for the current period and be displayed in the manner required by the secretary of state. Any person in violation of any provision of this Section will be fined \$50.00.

Sec. 82-126. County wheel tax sticker.

The County wheel tax sticker shall be purchased and displayed in accordance with the provisions of Chapter 74, Article XIV of the County Code. Any person who violates this section shall be fined pursuant to Chapter 74, Article XIV of the County Code.

Sec. 82-127. Safety belts.

(a) Each driver and front seat passenger of a passenger motor vehicle shall wear properly adjusted and fastened seat safety belts, except that a child less than six years of age shall be protected as required by the Child Passenger Protection Act of the State of Illinois. Each driver of a passenger motor vehicle transporting a child six years of age or more, but less than 16 years of age, in the front seat of a passenger motor vehicle shall be responsible for securing such child in a properly adjusted and fastened seat safety belt. For the purposes of this section, use of seat safety belts shall include the use of shoulder harnesses where such harness is a standard part of the equipment of the passenger motor vehicle.

(b) All school buses, as defined in Section 1-182 of the Illinois Vehicle Code, codified as 625 ILCS 511-182, as amended, that meet the minimum Federal Motor Vehicle Safety Standards 222 for the purposes of transporting children 18 and under shall be equipped with an individual set of seat safety belts meeting Federal Motor Vehicle Safety Standards 208 and 209 as they apply to a multi-passenger vehicle with a gross weight at or under 10,000 pounds, in good operating condition for each passenger. No school bus shall be operated unless all passengers' safety belts are fastened.

(c) The provisions of this section shall not apply to:

- (1) A driver or passenger frequently stopping and leaving the vehicle or delivering property from the vehicle, if the speed of the vehicle between stops does not exceed 15 miles per hour;
- (2) A driver or passenger possessing a written statement from a physician that he or she is unable for medical or physical reasons to wear a seat safety belt;
- (3) A driver or passenger possessing a certificate or license endorsement issued by the Motor Vehicle Division of the state or a similar agency in another state or county indicating that the driver or passenger is unable for medical, physical or other valid reasons to wear a seat safety belt;
- (4) A driver operating a motor vehicle in reverse;
- (5) A passenger motor vehicle manufactured before January 1, 1965;
- (6) A motorcycle, motortricycle or moped;
- (7) Any passenger motor vehicle which is not required to be equipped with seat safety belts under state or federal law, except school buses;
- (8) A passenger motor vehicle operated by a postal carrier of the United States Postal Service while such carrier is performing his or her duties as a postal carrier; or
- (9) A school bus transporting students who reside and attend schools situated outside of the city.

(d) Any person who shall violate the provisions of this section shall be fined ~~\$25.00~~ \$75.00

Sec. 82-128. Broken or inoperable lamps; broken or cracked glass.

(a) No person shall operate or park any vehicle on any roadway under the County's jurisdiction if any lamp or light required for the vehicle by this Code is broken or inoperable.

(b) No person shall operate or park any vehicle on any roadway under the County's jurisdiction, if any window of the vehicle is missing, broken, or cracked and the crack exceeds six inches in length. Any person found in violation of this Section will be fined \$25.00.

Sec. 82-129. Obstruction of driver's vision; tinted and non-reflective windows.

(a) No person shall operate or park a motor vehicle on any roadway under the County's jurisdiction, with any sign, poster, window application, reflective material, non-reflective material or tinted film on the front windshield, side-wings or side windows immediately adjacent to either side of the operator. A non-reflective tint screen may be used along the uppermost portion of the front windshield if the material does not extend more than six inches down from the top of the windshield.

(b) It is unlawful to park or stand a vehicle on any portion of the public way under the County's jurisdiction if the vehicle is equipped with non-reflective, smoked or tinted glass or non-reflective film on the front windshield, side-wings or side windows immediately adjacent to either side of the driver's seat.

(c) It is a defense to a charged violation of subsection (a) or subsection (b) of this section that the motor vehicle complies with the use, medical prescription and documentation provisions of Paragraph (g) of Section 12-503 of the Illinois Vehicle Code, as amended. Any person found in violation of subsection (a) and (b) of this section will be fined \$25.00.

Sec. 82-130. Blue lights and flashing, rotating or oscillating blue beams.

No person shall drive, move, or park any vehicle or equipment upon any roadway under the County's jurisdiction with any device thereon displaying a blue thereof, except a vehicle owned and operated by a police department, law enforcement agency or an emergency vehicle, or place, maintain, or display upon or in view of any public or oscillating blue beam. Any person found in violation of this Section will be fined \$100.00.

Sec. 82-131. Red lights and flashing lights.

(a) No person shall drive, move or park any vehicle or equipment upon any roadway, under the County's jurisdiction, with any lamp or device thereon displaying a red light visible from directly in front thereof.

(b) Flashing lights are prohibited on motor vehicles, except as a means for indicating a right or left turn or an emergency stop.

(c) The provisions of this section shall not apply to authorized emergency vehicles. Any person found in violation of subsection (a) or (b) of this section will be fined \$100.00.

Sec. 82-132. Destructive substances on public way.

(a) No person shall throw or deposit upon any public way any glass bottle, glass, nails, tacks, wire, cans, or any other substance likely to injure any person, animal or vehicle upon such public way.

(b) Any person who drops, or permits to be dropped or thrown, upon any public way any destructive or injurious material shall immediately remove the same or cause it to be removed.

(c) Any person removing wrecked or damaged vehicle from a public way shall remove any glass or other injurious substance dropped upon the highway from such vehicle.

(d) No person shall cast, throw or deposit any litter, upon any public way.

(e) Any police officer or law enforcement officer observing a violation of this section may issue a notice of violation or other appropriate citation to any person violating any of the provisions of this section. Any person found violating any provision of this section will be fined \$100.00.

Sec. 82-133. Metal-tired vehicles or equipment.

No person shall drive, move, or park on any public way, under the County's jurisdiction any metal-tired vehicle or equipment having on the periphery of any wheel a block stud, flange, cleat, or spike or any other protuberance of any metal other than rubber which projects beyond the tread of the traction surface of the tire; provided, however, it shall be permissible to use tire chains of reasonable proportions upon any vehicle when required for safety because of snow, ice, mud or other conditions tending to cause a vehicle to skid. Every person found in violation of this section will be fined \$50.00

Secs. 82-134 - 82-139. Reserved.

DIVISION 5. PEDESTRIANS

Sec. 82-140. Jaywalking

No pedestrian shall cross a roadway other than in a crosswalk on any through street. Any person who shall violate this provision will be fined \$10.00 for each offense.

Sec. 82-141. Limited access streets and highways--public pedestrian tunnels and bridges.

(a) No pedestrian shall cross the roadway of a limited-access street or highway other than by means of those facilities which have been constructed as pedestrian crossings or at those points where marked crosswalks have been provided.

(b) No pedestrian shall cross a roadway where a public pedestrian tunnel or bridge has been provided other than by way of the tunnel or bridge within a section to be determined by the Highway Department and to be so designated by the erection of appropriate signs or fencing.

(c) Any person found in violation of this Section will be fined \$10.00.

Sec. 82-142. Pedestrian to yield right-of-way when.

(a) Every pedestrian crossing a roadway at any point other than within a marked crosswalk shall yield the right-of-way to all vehicles upon the roadway.

(b) The foregoing rules in this section have no application under the conditions stated in Section 82-84 when pedestrians are prohibited from crossing at certain designated places.

(c) Any person found in violation of this Section will be fined \$10.00.

Sec. 82-143. Pedestrian crossing.

(a) No pedestrian shall cross a roadway at any place other than by a route at right angles to the curb or by the shortest route to the opposite curb except in a marked crosswalk.

(b) No pedestrian shall suddenly leave a curb or other place of safety and walk or run into the path of a vehicle which is so close that it is impossible for the driver to yield.

(c) Any person found in violation of this Section will be fined \$10.00.

Sec. 82-144. Use of crosswalk.

Pedestrians shall move whenever practicable upon the right side of crosswalks. Any person found in violation of this Section will be fined \$10.00.

Sec. 82-145. Walking along roadways.

(a) Where sidewalks are provided it shall be unlawful for a pedestrian to walk along and upon an adjacent roadway.

(b) Where sidewalks are not provided any pedestrian walking along and upon a roadway shall when practicable walk only on the left side of the roadway or its shoulder facing traffic that may approach from the opposite direction.

(c) Any person in violation of this Section will be fined \$20.00.

Sec. 82-146. Soliciting rides prohibited.

No person shall stand in a roadway for the purpose of soliciting a ride from the driver of any private vehicle. Any person found in violation of this Section will be fined \$100.00 for each offense.

Sec. 82-147. Traffic-control signals.

Pedestrians shall be subject to traffic-control signals as provided in Sections 82-11 and 82-14, but at all other places shall be granted those rights and be subject to the restrictions stated in this Article.

Sec. 82-148. Imitation of blind persons prohibited.

It shall be unlawful for any person, except persons wholly or partially blind, to carry or use on the public streets of Cook County any cane or walking stick which is white in color, or white with a red end on the bottom.

Sec. 82-149. Pedestrians to exercise due care.

Nothing in this Article shall relieve a pedestrian from the duty of exercising due care.

Secs. 82-150 - 82-154. Reserved.

DIVISION 6. BICYCLES

Sec. 82-155. Rights and duties of bicycle riders.

(a) Every person riding a bicycle upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of this state declaring rules of the road applicable to vehicles or by the traffic ordinances of this ~~city~~ county applicable to the driver of a vehicle, except as to those provisions of laws and ordinances which by their nature can have no application.

(b) The regulations in the traffic code applicable to bicycles shall apply whenever a bicycle is operated upon any roadway or public sidewalk or upon any public path set aside for the exclusive use of bicycles, subject to those exceptions stated herein.

(c) Whenever authorized signs are erected indicating that no right or left turn or turn in the opposite direction is permitted, no person operating a bicycle shall disobey the direction of any such sign unless he dismounts from the bicycle to make the turn, in which event he shall then obey the regulations applicable to pedestrians.

(d) Every person convicted of a violation of any provision of Section 82-155 through 82-166 regulating bicycles shall be fined a minimum of \$25.00.

Sec. 82-156. Riding bicycles on sidewalks and certain roadways.

(a) No person shall ride a bicycle upon a sidewalk within a business district.

(b) No person 12 or more years of age shall ride a bicycle upon any sidewalk in any area , unless such sidewalk has been officially designated and marked as a bicycle route.

(c) Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway.

Sec. 82-157. Riding bicycles on sidewalks--penalty.

(a) The penalty for any person age 18 and older who rides a bicycle on the sidewalk shall be \$25.00.

(b) Following passage and approval, this section shall be in force and effect upon posting of signage notifying bicyclists of the penalty for violation of this section.

Sec. 82-158. Speed of bicycles.

No person shall operate a bicycle at a speed greater than is reasonable and prudent under the conditions then existing.

Sec. 82-159. Yielding right-of-way.

(a) The operator of a bicycle emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on the sidewalk or sidewalk area and, upon entering the roadway, shall yield the right-of-way to all vehicles approaching on the roadway.

(b) Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.

(c) Every person operating a bicycle upon a roadway shall ride as near as practicable to the right-hand side of the roadway, exercising due care when passing a standing vehicle or one proceeding in the same direction and at all times giving the right-of-way to other moving vehicles.

Sec. 82-160. Riding in single file required--exceptions.

Persons riding bicycles upon a roadway shall not ride other than single file except on paths or parts of roadways set aside for the exclusive use of bicycles.

Sec. 82-161. Carrying articles on bicycles.

No person operating a bicycle shall carry any package, bundle or article which prevents the rider from keeping at least one hand upon the handlebars.

Sec. 82-162. Parking.

No person shall park a bicycle upon a street other than upon the roadway against the curb or upon the sidewalk against a rack, parking meter or sign pole to support the bicycle or against a building or at the curb in such manner as to afford the least obstruction to pedestrian traffic.

Sec. 82-163. Abandoned bicycles.

(a) It shall be unlawful for any person to abandon any bicycle on any public way within the Cook County. A bicycle shall be deemed abandoned if it: (1) is in such a state of disrepair as to be incapable of being operated in its present condition, or (2) has not been moved or used in more than seven days and bears physical indicia of having been deserted.

(b) Any bicycle deemed abandoned pursuant to subsection (a) of this section may have a notice affixed to it which informs the bicycle's owner that the bicycle appears to be abandoned. The Sheriff's Department is authorized to affix such notices upon bicycles. This notice shall indicate:

- (1) a telephone number for the owner to call to inform the Sheriff's Department that the bicycle is not abandoned; and
- (2) the date after which the bicycle may be removed if it is not claimed by its owner. A bicycle shall not be deemed to be abandoned if the owner of the bicycle, within seven days of the affixing of a notice of abandonment, notifies the Sheriff's Department that the bicycle is not abandoned.

(c) If a bicycle is not relocated or claimed by its owner within seven days of the affixing of a notice of abandonment, that bicycle may be removed and disposed of by the Sheriff's Department.

Sec. 82-164. Headlamps, reflectors and brakes.

(a) Every bicycle when in use at nighttime shall be equipped with a head lamp which shall emit a white light visible from a minimum distance of 500 feet from the front and with a rear red reflector capable of reflecting the head lamp beams of an approaching motor vehicle back to the operator of such vehicle at distances up to 200 feet or a rear lamp emitting a red light visible from a distance of at least 200 feet from the rear.

(b) Every bicycle shall be equipped with a brake that will enable the operator to make the braked wheel skid on dry, level, clean pavement.

Sec. 82-165. Riding regulations.

(a) A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto.

(b) No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.

Sec. 82-166. Parents or legal guardians responsibility.

No parent or legal guardian of any child shall authorize or knowingly permit the child to violate any of the provisions of this Article applicable to bicycles.

Secs. 82-167 - 82-169. Reserved

DIVISION 7. ENFORCEMENT

Sec. 82-170. Violation-penalty.

(a) Every person found in violation of any provision of this Article for which no penalty is specifically provided shall be punished by a fine of not less than \$75.00 nor more than \$500.00 for each offense.

(b) Payment and adjudication of all violations in this Article shall be carried out pursuant to Section 82-192 except for all standing, parking violations in Division 3 and all compliance violations in Division 4, which shall be carried out pursuant to Section 82-180.

Sec. 82-171. Administrative Adjudication of Standing, Parking, and Compliance Violations.

(a) The purpose of this section is to provide for the administrative adjudication of violations of ordinances defining compliance violations and regulating vehicular standing and parking within the county, and to establish a fair and efficient system for the enforcement of such ordinances.

(b) The Director of Revenue shall appoint, in consultation with the Sheriff, a Cook County traffic compliance administrator who authorized to:

- (1) adopt, distribute, and process parking and compliance violation notices and additional notices, collect money paid as fines and penalties for violations of standing, parking, and compliance regulations;
- (2) establish procedures necessary for the prompt, fair and efficient operation of the administrative adjudication system; and
- (3) adopt rules and regulations pertaining to: the hearing process, the selection and appointment of administrative law officers, the content of forms and procedures, and the daily operation of the administrative adjudication of standing, parking and compliance violations.

(c) The county traffic compliance administrator *shall* delegate to the Cook County Department of Administrative Hearings his or her authority to appoint administrative law officers, to adopt rules and regulations pertaining to administrative hearing proceedings and to conduct administrative hearing proceedings, including the functions of the traffic compliance administrator set forth in Sections 82-179(a); 82-180(a), (b) and (g); 82-181(c); 82-182(c); and subsection (b)(3) of this section.

Sec. 82-172. Vehicle impoundment.

Any person who, as an operator of a motor vehicle, who violates any offenses listed in Section 58-165 shall be subject to vehicle seizure & impoundment as specified under Sections 58-164 and 58-165 of this Code.

Sec. 82-173. Vehicle code compliance - required.

It shall be unlawful for any person to do any act forbidden, or fail to perform any act required, in the Vehicle Code.

Sec. 82-174. Applicability.

(a) The provisions of this Article shall apply to any driver, including the driver of any vehicle owned by or used in the service of the United States government, this state, or any political subdivision thereof, and it shall be unlawful for any said driver to violate any of the provisions of the vehicle code, except as otherwise permitted in this Ordinance or by state statute.

(b) Every person propelling any pushcart or riding an animal upon a roadway, and every person driving any animal-drawn vehicle, shall be subject to the provisions of the vehicle code applicable to the driver of any vehicle, except those provisions of this Code which by their very nature can have no application.

Sec. 82-175. Parking and compliance violations enforcement prima facie responsibility designated.

(a) Whenever any vehicle is parked in violation of any provision of the vehicle code prohibiting or restricting vehicular stopping, standing, parking or compliance violations, the person in whose name the vehicle is registered with the Secretary of State of Illinois shall be prima facie responsible for the violation and subject to the penalty therefore. The county and the ticketing agent shall accurately record the state registration number of the ticketed vehicle. A prima facie case shall not be established when:

- (1) the ticketing agent has failed to specify the proper state registration number of the cited vehicle on the notice;
- (2) the county has failed to accurately record the specified state registration number; or
- (3) for the purpose of Section 82-126 registered owner was not a resident of unincorporated Cook County on the day the violation was issued.

(b) Whenever any vehicle is parked in violation of any provision of the vehicle code prohibiting or restricting vehicular stopping, standing, parking, or compliance violation, any police officer, traffic control aide, other designated members of the Sheriff's Office, parking enforcement aide or other person designated by the County Traffic Compliance Administrator observing such violation may issue a parking or compliance violation notice and serve the notice on the owner of the vehicle by handing it to the operator of the vehicle, if he is present, or by affixing it to the vehicle in a conspicuous place. The issuer of the notice shall specify on the notice his identification number, the particular standing, parking or compliance regulation allegedly violated, the make and state registration number of the cited vehicle, and the place, date, time and nature of the alleged violation and shall certify the correctness of the specified information by signing his name.

(c) The county traffic compliance administrator shall withdraw a violation notice when said notice fails to establish a prima facie case as described in this section; provided, however, that a violation notice shall not be withdrawn if the administrator reasonably determines that (1) a state registration number was properly recorded by the county and its ticketing agent, and (2) any discrepancy between the vehicle make or model and the vehicle registration number as set forth in the violation notice is the result of the illegal exchange of registration plates. A final determination of liability that has been issued for a violation required to be withdrawn under this subsection (c) shall be vacated by the county. The county shall extinguish any lien which has been recorded for any debt due and owing as a result of the vacated determination and refund any fines and/or penalties paid pursuant to the vacated determination.

(d) It shall be unlawful for any person, other than the owner of the vehicle or his designee, to remove from a vehicle a parking or compliance violation notice affixed pursuant to this Article.

(e) Notice admissible in administrative or legal proceedings. A parking or compliance notice issued, signed and served in accordance with this section, or a copy of such notice, shall be prima facie correct and shall be prima facie evidence of the correctness of the fact shown therein. The notice or copy thereof shall be admissible in any subsequent administrative or legal proceedings.

Sec. 82-176. Violation notices – contents, distribution and recordkeeping.

(a) Parking and compliance violation notices shall contain the information required under Section 82-175. In addition, the notices shall state the applicable fine, the monetary penalty which shall be automatically assessed for late payment, and driver's license suspension (if applicable) may be imposed if fines and penalties are not paid in full, that payment of the indicated fine, and of any applicable penalty for late payment, shall operate as a final disposition of the violation, and information as to the availability of an administrative hearing in which the violation may be contested on its merits and the time and manner in which such hearing may be had.

(b) The county traffic compliance administrator shall distribute parking and compliance violation notices to parking enforcement aides, other persons authorized to issue parking and vehicle equipment violating notices, and the department of police for issuance pursuant to Section 82-175. The Chief of the Sheriff's Police or his designee shall be responsible for the distribution of the notice forms both within the department of police and to other authorized members of the Sheriff's Office, and shall maintain a record of each set of notices issued to individual members of the police department and Sheriff's Office and shall retain a receipt for every set so issued.

(c) The county traffic compliance administrator shall compile and maintain complete and accurate records relating to all parking violation notices issued pursuant to Section 82-175 and the dispositions thereof. In addition, the county traffic compliance administrator shall make certified reports to the Secretary of State pursuant to Section 6-306.5 of the Illinois Vehicle Code.

Sec. 82-177. Determination of liability.

(a) A person on whom a parking or compliance violation notice has been served pursuant to Section 82-175 shall within seven days from the date of the notice: (1) pay the indicated fine; or, in the manner indicated on the notice, either (2) submit the materials set forth in Section 82-179 to obtain an adjudication by mail; or (3) request an administrative hearing as set forth in Section 82-177 to contest the charged violation. A response by mail shall be deemed timely if postmarked within seven days of the issuance of the notice of violation.

(b) If the respondent submits documentary evidence to obtain an adjudication by mail pursuant to Section 82-179, the county traffic compliance administrator shall send the respondent a copy of the administrative law officer's determination in accordance with subsection (f) herein.

(c) If the respondent requests an administrative hearing to contest the cited violation pursuant to Section 82-180, the county traffic compliance administrator shall notify the respondent in writing of the location and time available for a hearing in accordance with subsection (f) herein.

Where a respondent who has requested an administrative hearing either fails to pay the indicated fine prior to the hearing or appear at a hearing, a determination of parking or compliance violation liability, as the case may be, shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within 21 days of issuance of a determination of liability will result in the imposition of a late payment penalty pursuant to subsection (e) herein. Upon the occurrence of a final determination of liability, any unpaid fine or penalty will constitute a debt due and owing the county. The county traffic compliance administrator will cause a notice of hearing providing this information to be sent to the respondent in accordance with subsection (f) herein.

(d) If no response is made in accordance with subsection (a) of this section, the county traffic compliance administrator shall cause a second notice of violation to be sent to the respondent in accordance with subsection (f) herein. The notice shall specify the date and location of the violation, the make and state registration number of the cited vehicle, the code provision violated, the applicable fine, and the time and manner in which the respondent may obtain adjudication by mail or request a hearing to contest the violation. If the respondent requests an administrative hearing to contest the cited violation, the county traffic compliance administrator will cause a notice of hearing to be sent to the respondent as provided in subsection (c) herein.

If the respondent fails to pay the indicated fine, submit documentary evidence to obtain an adjudication by mail, or request a hearing to contest the charged violation within 14 days from the date of such notice, or prove compliance as provided in subsection (7) of Section 82-178, a determination of liability shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within 21 days of issuance of the determination of liability will result in the imposition of a late payment penalty pursuant to subsection (e) herein. Upon the occurrence of a final determination of liability, any unpaid fine or penalty will constitute a debt due and owing the county. The second notice of violation shall provide the above information.

(e) Failure by any respondent to pay the fine for a parking or compliance violation within 21 days of the issuance of the determination of liability will automatically subject the respondent to a penalty for late payment. The penalty for late payment shall be an amount equal to the amount of the fine for the relevant parking or compliance violation.

(f) The county traffic compliance administrator shall serve the notice of hearing, the second notice of violation, the administrative law officer's determination, the notice of final determination of liability, and the notice of impending driver's license suspension, where applicable, by first class mail, postage prepaid, to the address of the registered owner of the county vehicle as recorded with the Secretary of State of Illinois. If the vehicle is registered in a state other than Illinois, the county traffic compliance administrator shall send the appropriate notice to the address of the registered owner as recorded in such other state's registry of motor vehicles. In the event a mailing sent pursuant to this section is returned as undeliverable, subsequent mailings may be sent to the address of the registered owner of the vehicle as recorded with the United States Postal Service.

Sec. 82-178. Grounds for adjudication by mail or administrative hearing.

(a) Except as otherwise provided in subsection (b) of this section, a person charged with a parking or compliance violation may contest the charge through an adjudication by mail or at an administrative hearing limited to one or more of the following grounds with appropriate evidence to support:

- (1) that the respondent was not the owner or lessee of the cited vehicle at the time of the violation;
- (2) that the cited vehicle or its state registration plates were stolen at the time the violation occurred;
- (3) that the relevant signs prohibiting or restricting parking were missing or obscured;
- (4) that the relevant parking meter was inoperable or malfunctioned through no fault of the respondent;
- (5) that the facts alleged in the parking or compliance violation notice are inconsistent or do not support a finding that the specified regulation was violated;
- (6) that the illegal condition described in the compliance violation notice did not exist at the time the notice was issued;

- (7) that the compliance violation has been corrected prior to adjudication of the charge; provided, however, that this defense shall not be applicable to compliance violations involving display of the county wheel tax license emblem under Section 82-126; to compliance violations involving motor vehicle exhaust systems under subsection (a)(2) of Section 82-123; to compliance violations involving registration plates under subsection (a) of Section 82-125; to compliance violations involving display of temporary registration or temporary permits under subsection (f) of Section 82-125; to compliance violations relating to glass coverings or coating under Section 82-129.

Sec. 82-179. Adjudication by mail – procedure.

(a) Administrative hearings to review materials submitted for the adjudication by mail of parking and compliance violations cited pursuant to Section 82-175 shall be held by an administrative law officer appointed by the county traffic compliance administrator and conducted in accordance with this Article.

(b) The respondent may contest a parking or compliance violation based on one or more of the grounds provided in Section ~~82-175~~ 82-178, by mailing to the department of revenue the following materials and information: the notice of violation, the full name, address and telephone number(s) of the respondent; the make, model and year of the vehicle; any documentary evidence that rebuts the charge; and a written statement signed by the respondent setting forth facts relevant to establishing a defense to the charge. A photocopy of any documentary evidence submitted by any party shall be accepted as the equivalent of the original document.

(c) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a parking or compliance violation notice, or a copy thereof, issued in accordance with Section ~~82-178~~ 82-175 shall be prima facie evidence of the correctness of the facts specified therein.

(d) Upon review of the materials submitted in accordance with subsection (b) herein, the administrative law officer shall enter a determination of no liability or of liability in the amount of the fine for the relevant violation as provided in this Article. Upon issuance, such determination shall constitute a final determination for purposes of judicial review under the Administrative Review Law of Illinois.

Sec. 82-180. Administrative hearings – procedure.

(a) Administrative hearings for the adjudication of standing, parking and compliance violations issued pursuant to Section 82-175 shall be held before an administrative law officer appointed by the county traffic compliance administrator and conducted in accordance with this Article.

(b) The respondent may appear pro se, by a designee or, at his own expense, by an attorney. An attorney who appears on behalf of any person shall file with the administrative law officer a written appearance on a form provided by the county traffic compliance administrator for such purpose.

(c) The formal and technical rules of evidence shall not apply in the conduct of the hearing.

(d) All testimony shall be given under oath or affirmation, which shall be administered by the administrative law officer. The administrative law officer may issue subpoenas to secure the attendance and testimony of witnesses and the production of relevant documents; provided, however, that a respondent who appears by an attorney shall not be compelled to attend the hearing and may submit his testimony, if any, by affidavit. In addition, witnesses who have not been subpoenaed to attend the hearing may submit their testimony, if any, by affidavit.

(e) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a standing, parking or compliance violation notice, or a copy thereof, issued and signed in accordance with Section 82-175 shall be prima facie evidence of the correctness of the facts specified therein.

(f) The administrative law officer may, on a showing of good cause, grant a continuance.

(g) The county traffic compliance administrator shall cause a record to be made of each hearing, and recording devices may be used for such purpose.

Sec. 82-181. Hearing – determination of liability or of no liability – petition.

(a) Upon conclusion of a hearing under Section 82-180, the administrative law officer shall issue a determination of liability or of no liability in the amount of the fine for the relevant violation as provided in this Article. Upon issuance, such determination shall constitute a final determination for purposes of judicial review under the Administrative Review Law of Illinois.

(b) If a person fails to respond to the violation notice and the second notice of violation, a determination of liability shall be entered against the respondent pursuant to Section 82-177(d) and shall be served upon the respondent in accordance with Section 82-177(f). Such determination shall become final for purposes of judicial review under the Administrative Review Law of Illinois upon the denial of, or the expiration of the time in which to file, a timely petition to set aside the determination as provided in subsection (c) of this section.

(c) Within 21 days from the issuance of a determination of liability pursuant to subsection (b) herein, the person against whom the determination was entered may petition the county traffic compliance administrator by appearing in person, at the location specified in the determination, to set aside the determination; provided, however, the grounds for the petition shall be limited to: (1) the person not having been the owner or lessee of the cited vehicle on the date the parking violation notice was first issued; (2) the person having already paid the fine or penalty for the parking violation in question; or (3) excusable failure, based upon criteria established by the county traffic compliance administrator, to appear at or request a new date for a hearing. The petitioner shall appear with appropriate evidence, pursuant to Section 82-178, so that if the petition is granted, he is prepared to proceed immediately with a hearing on the merits.

Sec. 82-182. Notice of final determination.

(a) If any fine or penalty is owing and unpaid after a determination of liability under this chapter has become final and the respondent has exhausted or failed to exhaust judicial procedures for review, the county traffic compliance administrator shall cause a notice of final determination of liability to be sent to the respondent in accordance with Section 82-177(f).

(b) Any fine and penalty, if applicable, remaining unpaid after the notice of final determination of liability is sent shall constitute a debt due and owing the county. Failure of the respondent to pay such fine or penalty within 14 days of the date of the notice may result in, the suspension of the person's driver's license for failure to pay fines or penalties for ten or more parking or compliance violations.

(c) The county shall withdraw a violation notice, following reasonable collection efforts, when such notice was issued to a state registered owner who is deceased at the time collection efforts are undertaken.

Sec. 82-183. County-owned vehicles.

Officers and employees of the Cook County who commit parking and traffic violations, in a County-owned vehicle shall be subject to the provisions of Chapter 2, Article VIII of the Cook County Code (Cook County Vehicle Policy).

Sec. 82-184. Officers and employees of federal, state and municipal law enforcement agencies.

(a) Officers and employees of law enforcement agencies of federal, state and municipal government may request a release of liability for an alleged parking violation subject to the following conditions:

- (1) The officer or employee certifies, on a form provided for that purpose, that the vehicle was in use for the performance of official government business during an emergency or during an official investigation at the time of the alleged violation;
- (2) The head of the respective government agency or a designee chosen by such person concludes that the statements contained in the certificate are accurate and submits a written request to the county traffic compliance administrator that the liability for the alleged violation be released; and
- (3) The county traffic compliance administrator approves the release of liability for the alleged parking violation.

If the county traffic compliance administrator approves the release of liability for the alleged violation, the parking violation notice shall be withdrawn.

It shall not be a defense to a compliance violation involving the personal vehicle of an officer or employee of any unit of government that the officer or employee was using the vehicle for official government business at the time of the alleged violation.

(b) A violation issued pursuant to Sections 82-125, 82-126 or 82-129 involving a vehicle owned by a law enforcement agency of federal, state or municipal government may be withdrawn pursuant to this section, if:

- (1) The officer or employee possessing or using the vehicle at the time of the alleged violation certifies that the vehicle was in use for the performance of official government business during an emergency or during an official investigation at the time of the alleged violation;
- (2) The head of the respective government agency or a designee chosen by such person concludes that the statements contained in the certificate are accurate and submits a written request to the county traffic compliance administrator that the liability for the alleged violation be released; and
- (3) The county traffic compliance administrator approves the release of liability for the alleged violation.

If the county traffic compliance administrator director approves the release of liability for the alleged violation, the compliance violation notice shall be withdrawn.

Sec. 82-185. Lessor of vehicle not liable for violations – when.

(a) In accordance with Section 11-1306 of the Illinois Vehicle Code, no person who is the lessor of a vehicle pursuant to a written lease agreement shall be liable for a violation of any standing or parking regulation of this chapter involving such vehicle during the period of the lease if upon receipt of a notice of violation sent within 120 days of the violation he shall, within 60 days thereafter, provide to the county traffic compliance administrator the name and address of the lessee.

(b) Upon receipt of a lessor's notification of the name and address of his lessee, provided pursuant to Sections 11-1305 or 11-1306 of the Illinois Vehicle Code, the county traffic compliance administrator shall cause a notice of violation to be sent to the lessee as provided for in Section 82-177(d).

Sec. 82-186. Owner of vehicle not liable for violations when in custody of valet.

(a) No person who is the owner of a vehicle shall be liable for a violation of any standing, parking or equipment violation of this Article involving such vehicle during the period that such vehicle was in the custody of a valet parking service, if upon receipt of a notice of violation sent within 120 days of the violation he shall, within 60 days thereafter, provide to the county traffic compliance administrator the valet parking receipt or a clearly legible copy thereof.

(b) Upon receipt of the valet parking receipt or copy and upon being satisfied that it is genuine and not altered and that the violation took place while the vehicle was in the custody of the valet parking service, as shown by the times indicated on the receipt, the county traffic compliance administrator shall cause a notice of violation to be sent to the valet parking service as provided for in Section 82-177(d).

Sec. 82-187. Driver's license suspension.

(a) When a person has failed to pay any fine or penalty due and owing pursuant to this chapter on ten or more parking or compliance violations the county traffic compliance administrator shall cause a notice of impending driver's license suspension to be sent, in accordance with Section 82-177(f). The notice shall state that failure to pay the amount owing within 45 days of the date of the notice will result in the county's notifying the Secretary of State that the person is eligible for initiation of suspension proceedings pursuant to Section 6-306.5 of the Illinois Vehicle Code.

(b) If a person sent a notice pursuant to subsection (a) fails to pay the amount owing within the time stated on the notice, the county traffic compliance administrator may file with the Secretary of State a certified report, in accordance with Section 6-306.5(c) of the Illinois Vehicle Code, that the person is eligible for initiation of suspension proceedings. The county traffic compliance administrator shall assess a \$20.00 filing fee against the person named in the certified report to reimburse the ~~city~~ county for the expense of preparing and filing the certified report with the Secretary of State.

(c) A person named in a certified report filed pursuant to subsection (b) may, within 21 days of the date of the notice sent by the Secretary of State pursuant to Section 6-306.5(b) of the Illinois Vehicle Code, file with the county traffic compliance administrator a written statement and supporting documentation to challenge the report; provided, however, the grounds for such challenge shall be limited to (1) the person not having been the owner or lessee of the vehicle or vehicles receiving ten or more parking or compliance violation notices or five or more automated red light violations on the date or dates such notices were issued or (2) the person having already paid the fine and penalty for the ten or more violations or five or more automated red light violations indicated on the report. The county traffic compliance administrator shall send notice of the decision on the challenge of the report after receipt thereof.

(d) If a person named in a certified report has paid the previously reported fine or penalty or if the report is determined by the county traffic compliance administrator to be in error, the county traffic compliance administrator shall notify the Secretary of State in accordance with Section 6-306.5(d) of the Illinois Vehicle Code. A certified copy of such notification shall be given, upon request and at no charge, to the person named therein.

Sec. 82-188. Standing, parking and compliance violations punishable by fine.

The violation of any provision of the vehicle code prohibiting or restricting vehicular standing, parking or compliance violations shall be a civil offense punishable by fine, and no criminal penalty, or civil sanction other than that prescribed in this Code, shall be imposed.

Sec. 82-189. Officers authorized to remove vehicles.

(a) Whenever any law enforcement officer finds a vehicle in violation of any of the provisions of Sections 82 -89, 82-93 or 82-94, such officer is hereby authorized to move such vehicle, or require the driver or other person in charge of the vehicle to move the same to a position off the roadway.

(b) Any law enforcement officer is hereby authorized to remove or cause to be removed to a place of safety any unattended vehicle illegally left standing upon any street, highway, bridge, causeway, or in a tunnel, in such a position or under such circumstances as to obstruct the normal movement of traffic. When the County Department of Highways finds an abandoned or disabled vehicle standing upon the paved or main-traveled part of a highway, which vehicle is or may be expected to interrupt the free flow of traffic on the highway or interfere with the maintenance of the highway, the County Department of Highways is authorized to move the vehicle to a position off the paved or improved or main-traveled part of the highway.

(c) Any law enforcement officer is hereby authorized to remove or cause to be removed to the nearest authorized tow vendor or other place of safety any vehicle found upon a highway when:

- (1) A report has been made that such vehicle has been stolen or taken without the consent of its owner;
- (2) The person or persons in charge of such vehicle are unable to provide for its custody or removal; or
- (3) When the person driving or in control of such vehicle is arrested for an alleged offense for which the officer is required by law to take the person arrested before a proper magistrate without unnecessary delay.

Sec. 82-190. Traffic regulations and vehicle laws-enforcement.

(a) It shall be the duty of the Sheriff's Department to enforce the traffic regulations of this county and all of the state vehicle laws applicable to street traffic in this county, to make arrests for traffic violations, to investigate accidents and to cooperate with the Highway Department and other officers of the county in the administration of the traffic laws and in developing ways and means to improve traffic conditions, and to carry out those duties imposed by the vehicle code or other ordinances of this county.

(b) Officers of the Sheriff's police department and or otherwise authorized Sheriff's personnel are authorized to direct all traffic by voice, hand or signal in conformance with traffic laws or ordinances. In the event of fire or other emergency or in order to expedite traffic or safeguard pedestrians, officers of the police department, sworn members of the fire department and traffic control aides may direct traffic contrary to traffic control devices as conditions may require.

(c) Any person who is found guilty of circumventing, ignoring or disobeying any direction or order authorized by subsection (b) of this section shall be subject to a fine of not less than \$100.00 and not more than \$300.00 for the first offense and not less than \$300.00 and not more than \$500.00 for each subsequent offense occurring within 12 consecutive months.

Sec. 82-191. Traffic violation notices.

(a) Traffic violation notice forms for notifying violators to appear and answer to charges of violating traffic laws and ordinances in the Circuit Court of Cook County and the corresponding complaint forms therefore, in serially numbered sets consisting of three copies of the notices and one copy of the corresponding complaint shall be provided in books and in the form prescribed and approved jointly by the State's Attorney and the Sheriff. The Sheriff shall be responsible for the issuance of such books, shall maintain a record of every such book and each set of notices and complaint therein issued to the individual members of the police department, shall require and retain a receipt for every book so issued, and shall require the return to him of a copy of every traffic violation notice issued by a member of the police department and all copies of every traffic violation notice and the corresponding complaint which have been spoiled or upon which any entry has been made and not issued to an alleged violator.

(b) Every police officer or otherwise authorized sheriff's personnel, upon issuing a traffic violation notice to an alleged violator of any provision of the motor vehicle laws of the state or of any traffic ordinance of this county shall deposit the corresponding traffic violation complaint of the notice with his immediate superior officer who shall cause the complaint to be filed in the Circuit Court of Cook County.

Sec. 82-192. Adjudication and payment of County traffic violations.

The adjudication and payment of county traffic violations will be conducted in accordance with the Rules of the Circuit Court of Cook County, the Code of Criminal Procedure (725 ILCS 5/1-101 et seq.), any and all appropriate Supreme Court rules and the rules and laws of the State of Illinois.

Sec. 82-193. Right to inspect.

(a) Officers of the Cook County Sheriff's Office are hereby authorized to issue citations to any vehicle that is in violation of any of the above stated Sections in this Article. Furthermore, officers of the Cook County Sheriff's Police and any other authorized Sheriff's personnel shall have the authority to enter the following places for the purposes of ascertaining whether vehicles parked therein are in compliance with this Article and issue citations accordingly:

- (1) Any public or private property as outlined in the Illinois Vehicle Code 625 ILCS Sections 11-209 and 11-209.1, where the County has entered into an agreement to enforce parking and traffic regulations.
- (2) Any property owned by the County.

Sec. 82-194. Notice to the Secretary of State for failure to pay for traffic violations.

(a) Whenever any person fails to pay any traffic fine, penalty, or cost imposed for a violation of this Code, the Clerk of the Circuit Court shall cause a notice of non-payment to be sent to such person at the person's last known address as shown on the court's records. The notice shall state that failure to pay the full amount owing within 45 days of the date of the notice will result in the Clerk notifying the Secretary of State that the person is eligible for prohibition of license renewal, reissue or reinstatement pursuant to Section 6 306.6 of the Illinois Vehicle Code.

(b) If a person sent a notice pursuant to subsection (a) fails to pay the amount owing within the time stated on the notice, the Clerk of the Circuit Court may notify the Secretary of State on a report prescribed for that purpose by the Secretary, and the Secretary shall prohibit the renewal, reissue or reinstatement of such resident's driving privileges until such fine, penalty, or cost has been paid in full in accordance with Section 6-306.6 of the Illinois Vehicle Code.

(c) Upon payment in full of a traffic fine, penalty, or court cost which has previously been reported under this Section as unpaid, the Clerk of the Circuit Court shall forward forthwith directly to the Secretary of State a notice, on a form prescribed by the Secretary, stating that the fine, penalty, or cost has been paid in full and shall provide the person with a signed receipt containing the seal of the court, indicating that the fine, penalty, and cost have been paid in full. The receipt may not be used by the driver to clear the driver's record.

(d) The provisions of this Section shall be limited to a single action per violation and as a post conviction measure only. Fines, penalty, or costs to be collected subsequent to orders of court supervision, or other available court diversions are not applicable to this Section.

Secs. 82-195 - 82-199. Reserved.

DIVISION 8. AUTOMATED RED LIGHT TRAFFIC SAFETY SYSTEM

Sec. 82-200. Purpose; establishment of automated red light traffic safety system.

(a) The purpose of this article is to establish an automated red light violation traffic safety system as provided in Section 11-208.6 of the Vehicle Code, 625 ILCS 5/11-208.6, which shall be administered by the Cook County Highway Department, in consultation with the Sheriff of Cook County.

(b) The system shall utilize a traffic control signal monitoring device which records, through photographic means, the vehicle and the vehicle registration plate of a vehicle operated in violation of Sections 11-305 and 11-306 of the Vehicle Code, 625 ILCS 5/11-305 and 11-306. The photographic record shall also display the time, date and location of the violation.

(c) A program shall be established which utilizes an automated red light safety system at various vehicle traffic intersections identified by the Highway Department, with the advice of the Sheriff. The intersections chosen for the program shall be located throughout the County, upon highways in the County's maintenance jurisdiction. Signs shall be posted at all intersections equipped with traffic control signal monitoring devices indicating that the intersection is being monitored by an automated red light traffic safety system. Upon application by a local municipality, the County may permit, through intergovernmental agreement, the local municipality to install and maintain such a system and issue citations, with all cost paid by and all fines paid to the local municipality, at intersections which are under maintenance and operation jurisdiction of the County, but within the police jurisdiction of such municipality.

(d) Recorded images made by an automated red light traffic safety system are confidential and shall be made available only to the alleged violator and governmental and law enforcement agencies for the purpose of adjudicating a violation of Section 11-208.6 of the Vehicle Code, for statistical purposes, or for other governmental purposes, but shall be admissible in any court proceeding concerning the violation.

(e) The Highway Department and the Sheriff shall adopt rules and regulations as may be necessary for the proper enforcement and administration of this article.

Sec. 82-201. Automated red light violation.

(a) The registered owner of record of a vehicle is liable for a violation of Section 11-208.6 of the Vehicle Code, 625 ILCS 5/11-208.6, and a fine of \$100.00 when the vehicle is used in violation of Section 11-305 or Section 11-306 of the Vehicle Code, 625 ILCS 5/11-305 and 306, and that violation is recorded by a traffic control signal monitoring device. If the registered owner fails to pay the fine in a timely manner, the registered owner shall be subject to an additional penalty of \$100.00.

(b) A photographic recording of a violation obtained by a traffic control signal monitoring device shall be prima facie evidence of a violation.

(c) It shall be a defense to a violation of Section 11-208.6 of the Vehicle Code that:

(1) The operator of the vehicle was issued a uniform traffic citation for a violation of Section 11-305 or Section 11-306 of the Vehicle Code, 625 ILCS 5/11-305 and 306, or similar local ordinance provision; or

(2) The violation occurred at any time during which the vehicle or its state registration plates were reported to a law enforcement agency as having been stolen and the vehicle or its plates had not been recovered by the owner at the time of the alleged violation; or

(3) The vehicle was leased to another, and, within 60 days after the citation was mailed to the owner, the owner submitted to the Sheriff the correct name and address of the lessee of the vehicle identified in the citation at the time of the violation, together with a copy of the lease agreement and any additional information as may be required by the Sheriff. Where the lessor complies with the provisions of this section, the lessee of the vehicle at the time of the violation shall be deemed to be the owner of the vehicle for purposes of this chapter. The Sheriff, within 30 days of being notified by the lessor of the name and address of the lessee, shall mail the lessee a citation which contains the information required under Section 11-208.6(d) of the Vehicle Code, 625 ILCS 5/11-208.6. For the purposes of this article, the term "leased vehicle" shall be defined as a vehicle in which a motor vehicle dealership or manufacturer has, pursuant to a written document, vested exclusive possession, use, control and responsibility of the vehicle to the lessee during the periods the vehicle is operated by or for the lessee.

(d) The provisions of this section do not apply to any authorized emergency vehicle or any vehicle lawfully participating in a funeral procession.

(e) Nothing in this section shall be construed to limit the liability of an operator of a vehicle for any violation of Section 11-305 or Section 11-306 of the Vehicle Code, 625 ILCS 5/11-305 and 306, or similar local ordinance provision.

Sec. 82-202. Citation notice.

For each violation of Section 11-305 or Section 11-306 of the Vehicle Code, 625 ILCS 5/11-305 and 306, recorded by a traffic control signal monitoring device, the Sheriff shall mail a citation, within 30 days after receiving information about the registered owner of the vehicle from the Secretary of State, to the registered owner of record of the vehicle used in the commission of the violation. The citation shall include the name and address of the registered owner of the vehicle; the vehicle make, if available and readily discernable, and registration number; the offense charged; the time, date and location of the alleged violation; a copy of the recorded images; a warning that failure to pay the penalty or to contest liability in a timely manner is an admission of liability and may result in a suspension of the driving privileges of the registered owner; the applicable fine and where and in what manner payment of the fine may be made to the Clerk of the Circuit Court prior to the court date; the time and place of the court hearing at which the registered owner may contest the citation; and that the basis of the citation is a photographic record obtained by a traffic control signal monitoring device, which has been inspected by a technician who has determined the vehicle was being operated in violation of Section 11-208.6 of the Illinois Motor Vehicle Code.

Sec. 82-203. Supplementary enforcement.

The program authorized by Section 82-161 shall supplement enforcement of traffic regulations provided by the Illinois Motor Vehicle Code and shall not replace or substitute for enforcement of the Illinois Motor Vehicle Code or any other law or ordinance.

Effective date: This Ordinance Amendment shall take effect immediately upon adoption July 1, 2011.

Approved and adopted this 16th day of November 2010.

TODD H. STROGER, President
Cook County Board of Commissioners

(S E A L)



Attest:
DAVID ORR, County Clerk

ORDINANCE NO. _____

**AN ORDINANCE ASCERTAINING PREVAILING WAGES
IN HANOVER TOWNSHIP**

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works", approved June 26, 1941, as amended, (820 ILCS 130/0.01 et seq.) (the "Prevailing Wage Act" or the "Act"); and

WHEREAS, the Prevailing Wage Act requires that Hanover Township of Cook County, Illinois, investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the locality of Hanover Township performing public works for Hanover Township;

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of Hanover Township, Cook County, Illinois as follows:

SECTION ONE: To the extent and as required by the Prevailing Wage Act, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in performing public works coming under the jurisdiction of Hanover Township is hereby ascertained to be the same as the prevailing rate of wages for the Cook County area as determined by the Department of Labor of the State of Illinois as of June of the current year, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all

public works undertaken by Hanover Township. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION TWO: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works of Hanover Township to the extent required by the aforesaid Act.

SECTION THREE: The Township Clerk shall publicly post or keep available for inspection by any interested party in the main office of Hanover Township this determination or any revisions of such prevailing rate of wage. To the extent required under the Act: (i) a copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all bid specifications and other bid documents for public work projects subject to the Act as required under Section 4 of the Act; (ii) all contracts, purchase orders, resolutions, ordinances, and other documents for such projects shall require that not less than the prevailing rate of wages as determined herein subject to subsequent revisions by the Illinois Department of Labor and/or Hanover Township shall be paid to all laborers, workers and mechanics performing work under such contracts; (iii) such bid documents, contracts, purchase orders, and other documents, pertaining to public works shall otherwise comply with the requirements of the Act; and (iv) notice of said prevailing rate of wages requirement shall otherwise be provided in accordance with the Act.

SECTION FOUR: The Township Clerk shall promptly mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting

copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION FIVE: The Township Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division (Springfield, Illinois) and the Department of Labor of the State of Illinois, but in no event later than July 15, 2011.

SECTION SIX: Within thirty (30) days of filing a certified copy of this Ordinance with the Secretary of State, the Township Clerk shall cause to be published in a newspaper of general circulation within the Township notice of the above mentioned determination by the Hanover Township Board of Trustees regarding said prevailing rate of wages.

SECTION SEVEN: Severability. The various provisions of this Ordinance are to be considered as severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION EIGHT: Repeal of Prior Ordinances. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION NINE: Effective Date. This Ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:
AYES:
NAYS:
ABSENT:

PASSED this 21st day of June, 2011

APPROVED this 21st day of June, 2011

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance No. _____ enacted on June 21, 2011, and approved June 21, 2011, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

From: [Saved by Windows Internet Explorer 8](#)
 Subject: Cook County Prevailing Wage for June 2011
 Date: Saturday, January 01, 4501 12:00:00 AM

Cook County Prevailing Wage for June 2011

Trade Name Trng	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====
ASBESTOS ABT-GEN 0.450		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000
ASBESTOS ABT-MEC 0.620		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000
BOILERMAKER 0.350		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000
BRICK MASON 0.740		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000
CARPENTER 0.490		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000
CEMENT MASON 0.220		ALL		41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000
CERAMIC TILE FNSHER 0.540		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000
COMM. ELECT. 0.700		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000
ELECTRIC PWR EQMT OP 0.310		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000
ELECTRIC PWR GRNDMAN 0.240		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000
ELECTRIC PWR LINEMAN 0.310		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000
ELECTRICIAN 0.750		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000
ELEVATOR CONSTRUCTOR 0.000		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840
FENCE ERECTOR 0.500		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000
GLAZIER 0.790		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000
HT/FROST INSULATOR 0.620		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000
IRON WORKER 0.300		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000
LABORER 0.450		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000
LATHER 0.490		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000
MACHINIST 0.000		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000
MARBLE FINISHERS 0.740		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000
MARBLE MASON 0.740		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000
MATERIAL TESTER I 0.450		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000
MATERIALS TESTER II 0.450		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000
MILLWRIGHT 0.490		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000
OPERATING ENGINEER 1.150		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER 1.150		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment

room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or

clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



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Bartlett, Illinois 60103-1648

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Where Great Service Happens!

June 21, 2011

Supervisor

Brian R. McGuire

Clerk

Katy Dolan Baumer

Assessor

Thomas S. Smogoleki

Highway Commissioner

P. Craig Ochoa

Collector

Frank Liquori

Trustees

Mary Alice Benoit

William T. Burke

Howard Krick

Sandra Westlund-Deenihan

Administrator

James C. Barr

To: Hanover Township Board

From: Becky Suhajda, Management Analyst

RE: New Freedom Grant Summary

On June 9, 2011, Hanover Township submitted an application for funds equaling \$15,454 from the Regional Transportation Authority (RTA) for the Volunteer Express Program, of which, the Township has potential of receiving half (\$7,727) from the New Freedom Grant. The other 50 percent will be matched by the Township, through the utilization of Title IIIB Grant funds received through AgeOptions.

Hanover Township Senior Services currently operates a Dial-A-Bus program that provides transportation to residents ages 55 years and older and the disabled over the age of 18. Dial-A-Bus provides over 16,000 one-way rides per month to qualified residents of Hanover Township. However, there is currently an unmet need of over 30 rides per month due to out of boundary service requests or timing restraints. In order to better meet the need, the Volunteer Express (VE) was implemented in March 2011.

The Volunteer Express is a volunteer based program that schedules drivers whom have volunteered their time, car and gas, to provide rides to the elderly and disabled requesting service outside the Township radius, at times the Dial-A-Bus program does not operate or if a Dial-A-Bus ride cannot be scheduled due to conflicts. The VE operates six days a week, Monday through Saturday. The hours of operation depend on the availability of the volunteer drivers.

The intent of the program is for service to be available anytime there is an unmet need; i.e. service requests before 8am or after 3:30pm, or service requests by an individual with a destination outside the Dial-A-Bus boundaries. The normal hours of the Volunteer Express will run from 7:30am to 7:30pm. VE drivers pick-up a rider from their home, take them to their desired location, wait and return them home, making the VE a curb-to-curb service. At this time, the VE is only for those individuals who can enter and exit the vehicle unassisted by the volunteer drivers.

The Volunteer Express is operated and administered by the Director of Senior Services, Volunteer Coordinator, Transportation Manager and Transportation Dispatcher. VE operates under the current transportation division spreadsheets.

However, transportation software has become necessary to track both the Dial-A-Bus and VE service requests.

In order to encourage and increase the participation of both riders and volunteer drivers to the Volunteer Express, the program has been marketed through the Senior Center newsletter "Club 59," which is mailed to over 5,000 households bimonthly. VE has been advertised in local newspapers and is increasing its outreach to local congregations for support of this program.

One Year Project Budget:

Personnel:

	Hours Per Week	Cost per hour	Cost per week	Annual Cost
Transportation Manager	2 Hours	\$20.67	\$41.34	\$2150
Dispatcher	2 Hours	\$18.75	\$37.50	\$1950
Senior Services Director	1 Hour	\$37.50	\$37.50	\$1950
Volunteer Coordinator	8 Hours	\$15.30	\$122.40	\$6364
Total Personnel Costs:				\$12,414

Operating Costs:

		Annual Cost
Supplies	\$50 per month	\$600
Volunteer Background Checks	20 - \$37 Background Check	\$700
Volunteer Incentive Program	24 - \$25 Gas Cards	\$600
Yearly Volunteer Recognition	Dinner and Small Gift	\$500
Marketing Brochures and Signage		\$600
Total Operating Costs:		\$3,000

Yearly Program Costs: \$15,414

Personnel costs were based on the percentage of time employees are currently working to implement the Volunteer Express, plus an estimated increase in time due to an influx in the number of volunteers and program participants expected in the first and subsequent years of operation. Supplies are determined in the amount of training materials printed and data sheets given out to the volunteer drivers. Background check costs are not expected to increase. Due to first year programming, staff expects there to be a large influx in background checks in order to build the volunteer base for the program. Staff expects the number of background checks needed in future years to be much lower. The volunteer incentive program gives a \$25 gas card every 150 miles a volunteer drives. Marketing will be used greatly during the first year in order to attract both volunteers and program participants; signage will only need to be purchased once.

Recommendation

As part of applying for the New Freedom Grant, Hanover Township must pass a resolution. Please see the attached resolution for details.

RESOLUTION _____

**A RESOLUTION AUTHORIZING APPLICATIONS FOR AND EXECUTION OF A NEW
FREEDOM GRANT AGREEMENT UNDER THE REGIONAL TRANSPORTATION
AUTHORITY'S GENERAL AUTHORITY TO MAKE SUCH GRANTS**

(VOLUNTEER EXPRESS)

Whereas, the Regional Transportation Authority (the "Authority"), is authorized make such grants as the designated recipient of Job Access Reverse Commute and New Freedom programs for northeast Illinois; and

Whereas, the Authority has the power to expend funds for use in connection with Job Access Reverse Commute and New Freedom projects; and

Whereas, the Authority has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers; and

Whereas, approval for said funds will impose certain financial obligations upon Hanover Township;

NOW, THEREFORE, BE IT RESOLVED by the Supervisor and Board of Trustees (the "Township Board") of the Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That James Barr, Township Administrator, or his designee is authorized to execute and file applications on behalf of Hanover Township (the "Township") with the Regional Transportation Authority for a New Freedom grant for the Volunteer Express project (the "Project").

SECTION TWO: That James Barr, the Township Administrator, or his designee is authorized to furnish such additional information, assurances, certifications and amendments as the Regional Transportation Authority may require in connection with this New Freedom grant agreement application.

SECTION THREE: That the Township Board hereby certifies that the Township will provide the required local match from monies received from AgeOptions, and in the event insufficient funds are received from AgeOptions then from the Township Corporate/Town fund in an amount not to exceed \$10,000.00

SECTION FOUR: That Brian P. McGuire, Township Supervisor and James Barr, Township Administrator are authorized and directed on behalf of the Hanover Township to execute and deliver grant agreements and all subsequent amendments thereto between Hanover Township and the Regional Transportation Authority and to perform such acts as necessary for the Township to obtain the New Freedom grant, and the Hanover Township Clerk is authorized and directed on behalf of Hanover Township to attest to said agreements and all subsequent amendments thereto.

SECTION FIVE: That Brian P. McGuire, Township Supervisor and James Barr, Township Administrator are authorized and directed to take such action as is necessary or appropriate to implement, administer and enforce said agreements and all subsequent amendments thereto on behalf of the Township and as otherwise required relative to the Project.

SECTION SIX: The various provisions of this Resolution are to be considered as severable and if any part or portion of the Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION SEVEN: All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION EIGHT: This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 21, 2011

APPROVED: June 21, 2011

Brian P. McGuire, Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on June 21, 2011, and approved on June 21, 2011, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk



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Trustees
Mary Alice Benoit
William T. Burke
Howard Krick
Sandra Westlund-Deenihan

Administrator
James C. Barr

To: Hanover Township Board

From: Steve Spejcher, Facilities and Maintenance Director
Becky Suhajda, Management Analyst

RE: Energy Supplier Change

The Township has been approached by various energy supply companies to review the Township's annual purchase cost of both electricity (kWh) and gas (therms). The Township currently utilizes the service of ComEd at \$.076 per kWh for electric and Nicor at \$.80-\$1.60 per therm for natural gas. However, ComEd charges at an hourly rate, depending on market value of electricity for usage at the Senior Center, which can cost \$.09 to \$.12 per kWh dependent upon the hour in which the electricity was used.

In total, the Township paid \$63,587.47 for electric and \$28,245.14 for gas in supplier costs from February 2009 to February 2010. A change in supplier has the potential to save the Township 56 percent in electricity and 58 percent in gas expenses. In FY 2009/2010, the savings could have been \$35,526.11 for electric and \$10,592.29 for gas had the Township utilized the services of MidAmerican Energy and Nordic Energy, assuming that their quoted prices were available at that time.

Having received price quotes from four energy suppliers, it has been determined that MidAmerican Energy and Nordic Energy provide the best rates and contractual obligations for the Township. The purchase of electricity from August 2011 to August 2012 would be approximately \$.0440 per kWh and \$.459 for gas, should the Township utilize the aforementioned energy providers. The chart below summarizes all four suppliers and their projected savings should the Township utilize their energy.

Electric*			
	2009/2010 Cost	\$ Savings	% Savings
ComEd	\$ 63,587.47		
Nordic Energy (Option 1)	\$ 41,868.32	\$21,719.15	34%
Avion Energy (Option 2)	\$ 38,833.35	\$24,754.12	39%
Spark Energy (Option 3)	\$ 36,115.42	\$27,472.05	43%
MidAmerican (Option 4)	\$ 28,125.28	\$35,462.19	56%
Gas			
	2009/2010 Cost	\$ Savings	% Savings
Nicor	\$ 28,245.14		
Nordic Energy (Option 1)	\$ 16,290.02	\$11,955.12	58%
Avion Energy (Option 2)	\$ 19,789.36	\$ 8,455.78	30%
Spark Energy (Option 3)	\$ 17,781.61	\$10,463.53	37%
MidAmerican (Option 4)	\$ 18,987.28	\$ 9,257.86	33%

* Assumes a 12 month fixed contract rate. ComEd .076/kWh (changes monthly w/market), Nordic Energy 0.06485/kWh (fixed), Avion Energy 0.060752/kWh (fixed), Spark Energy 0.0565/kWh, MidAmerican 0.0439/kWh.

Recommendation

A savings of this magnitude cannot be promised from year to year, since the cost of electric and natural gas fully depends on a building's energy usage during any given month and the market value of energy when the Township's contract expires with the recommended suppliers. It is the recommendation of staff that the Township change their electric supplier from ComEd to MidAmerican Energy and gas supplier from Nicor to Nordic Energy.

Attachments: MidAmerican Energy Contract
Nordic Energy Contract

RESOLUTION _____

**A RESOLUTION APPROVING OF A NATURAL GAS SALES AGREEMENT
BETWEEN HANOVER TOWNSHIP AND NORDIC ENERGY SERVICES, L.L.C**

BE IT RESOLVED by the Supervisor and Board of Town Trustees (the "Board") of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Natural Gas Sales Agreement between Hanover Township and Nordic Energy Services, L.L.C. dated July 1, 2011 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Township Supervisor is hereby authorized to sign the Agreement on behalf of the Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 21, 2011

APPROVED: June 21, 2011

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on June 21, 2011, and approved on June 21, 2011, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

Nordic Energy Services, L.L.C. Natural Gas Sales Agreement



This Agreement is between Nordic Energy Services, L.L.C. (Nordic Energy) and HANOVER TOWNSHIP (Customer) and applies to the accounts identified on Exhibit A. The parties agree to the following:

Term

This Agreement shall become effective on the first billing date following July 1, 2011. The initial term of this Agreement shall be 12 months. SHOULD AN EXHIBIT B BE EXECUTED WHICH EXTENDS BEYOND THE ORIGINAL EXPIRATION DATE OF THIS AGREEMENT THEN THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR AN ADDITIONAL PERIOD EQUAL TO THE INITIAL TERM. At this agreement's completion Customer may return to utility sales service. Should Customer's creditworthiness or financial responsibility become unsatisfactory to Nordic Energy at any time, Nordic Energy may suspend further deliveries upon 20 days notice. Customer must provide security satisfactory to Nordic Energy in order to resume service. Nordic Energy reserves the right, at its sole discretion, to terminate this Agreement at any time, without prior notice, if Customer does not comply with the terms of this Agreement or make timely payments hereunder.

Pricing

Nordic Energy agrees to act as Customer's exclusive natural gas supplier as set forth below and is offering Customer a variable rate. The variable rate for Tier 1 deliveries (historical volumes as provided by Nicor plus storage) fluctuates each month and shall be the monthly index for natural gas deliveries to Nicor as published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., Chicago City Gate plus \$0.02/therm. For volumes in excess of Tier 1 deliveries: Gas Daily Daily midpoint for Chicago deliveries, plus \$0.02/therm. For volumes that are less than Tier 1 deliveries, Seller will "buy back" the volumes at the following prices: Gas Daily Daily midpoint for Chicago deliveries, minus \$0.02/therm. For volumes purchased by customer during a Nicor imposed "Critical Day" period, the variable rate shall be the sum of \$6.00 per therm plus the higher of: the Rider 6 Gas Supply Cost or the market price as defined in the Terms and Conditions applicable to this rider plus \$0.02/therm. For volumes purchased by customer during a Nicor imposed "Operational Flow Order" period, the variable rate shall be 200% of the high price of gas as reported for Chicago city gate deliveries by Gas Daily plus \$0.02/therm. For volumes sold back to Nordic Energy during a Nicor imposed "Operational Flow Order" period, the variable rate shall be 50% of the high price of gas as reported for Chicago city gate deliveries by Gas Daily minus \$0.02/therm. Nordic Energy will estimate or pass through the balancing pool charge as calculated per the rules of the Nicor Customer Select program and will be included in your first month's bill or immediately thereafter. Please note that this price applies only to the price of natural gas, not to the other charges associated with gas delivery. Customer is responsible for these other charges relating to delivering gas to Customer's account(s). Customer has the option to convert variable rate pricing to fixed pricing for any month or months. A specific Exhibit B shall be executed for each fixed price deal. Fixed pricing shall replace variable rate pricing for Tier 1 deliveries for the term of the fixed price agreement and shall be subject to the same true ups as outlined above. Variable rate pricing shall be used for any month (s) not covered under a specific Exhibit B. If there are changes to any tariffs, rules, regulations or procedures of Customer's Local Distribution Company (LDC), or of the pipelines used by Nordic Energy and or Nordic's supplier(s) to deliver natural gas that adversely affect Nordic Energy's ability to effectively or economically perform this Agreement, including changes to the "Nicor Customer Select Program" then Nordic Energy may terminate this Agreement upon 30 days written notice.

NICOR Letter of Agency (LOA) Form

I have signed an agreement for the purchase of natural gas supply containing the terms and conditions of my service with my supplier, Nordic Energy. I understand and agree to those terms and I agree to be a "Customer Select" Delivery Service customer of NICOR to receive delivery of supplies purchased under my gas supply agreement. I understand that my supplier Nordic Energy is entitled to obtain my gas usage for the past twelve months from NICOR. I also understand that my services may be terminated if my account becomes delinquent, past due or if Nordic Energy receives credit history from a credit agency showing my accounts to have substandard payment history. As agent, Nordic Energy shall request, execute and administer such agreements as Nordic Energy deems necessary for the acquisition and transportation of gas sold under this Agreement and to perform any other acts Nordic Energy believes may be required as agent, including receipt of customer account information, rate and tariff selections and payments as required by Customer's LDC. Customer hereby assigns to Nordic Energy all rights to inject gas into and withdraw gas from an on-system storage account. Nordic Energy shall have the exclusive right to select the point(s) at which title to gas sold hereunder shall pass to Customer.

Services Provided by Nordic Energy

Subject to the terms hereof, Nordic Energy will perform the following services:

- Sell on a firm basis 100% of Customer's natural gas requirements up to the Maximum Daily Contract Quantity (MDCQ) for the facilities specified on Exhibit A.
- Make all necessary arrangements on behalf of Customer for delivery of 100% of Customer's natural gas requirements to the accounts identified in Exhibit A.
- Nordic Energy will make a reasonable effort to provide quantities requested in excess of the Customer's percentage of the pool's MDCQ.

Storage

During the months of May through October of each year, Nordic Energy shall use its best efforts to inject approximately 100% of Customer's pro rata share of Nordic's Nicor Customer Select storage capacity for use by the Customer during the upcoming heating season at the monthly variable rate plus \$0.02/therm. During the months of November through April of each year, Nordic Energy shall utilize these storage withdrawals to offset the Customer's anticipated monthly winter usage. Should Customer leave Nordic, at anytime, for any reason, Nordic may, in its sole discretion, either cash out storage inventories at the same price paid for storage or transfer storage inventories to customer's new supplier. Any fees associated with transferring storage inventories will be the responsibility of the Customer.

Customer Obligations

Customer shall have the following obligations:

- Purchase from Nordic Energy on a firm basis 100% of Customer's natural gas requirements.
- Promptly notify Nordic Energy of any circumstances that may cause monthly usage to vary by more than ten percent (10%).

Price, Billing and Payment

Should Customer have any questions or concerns regarding their bill Customer may call our Customer Care Center any time 1-877-235-7079. NICOR will send you a single bill covering both Nicor's distribution and service charges as well as Nordic Energy's commodity charges. Customer's billing shall include storage activity throughout the year. Nordic Energy will issue a monthly true up invoice should customer's actual usage vary on a monthly basis from historical usage information provided by Nicor

Customer is responsible for any and all taxes, fees, licenses, penalties or charges (Taxes) imposed on or with respect to the gas at or after the title transfer point(s), including any Taxes enacted after the Effective Date of this Agreement. In the event that Customer is exempt from the payment of any Taxes, Customer shall provide evidence of such exemption to Nordic Energy. In the event Customer fails to timely pay its bill and receives an arrears notice and does not pay the arrearage balance prior to Customer's next cycle billing date, then effective as of that next billing date, the Customer will be removed from the NICOR Customer Select program and returned to bundled utility service. Customer's payment will be due on the date stated on Nordic Energy's bill. A late payment charge of one and a half percent per month or the maximum lawful rate, whichever is lower, shall be imposed on any past due balance. In the event that Customer requests a billing adjustment, Customer is obligated to pay all other amounts as invoiced. Upon reconciliation of a proposed billing adjustment Customer shall pay any additional amounts due to Nordic Energy. Additionally, Nordic may bill estimates in advance of meter reads should Customers meter be cycle read.

Indemnification and Performance

Nordic Energy shall indemnify and hold Customer harmless for all penalties imposed by Customer's LDC which are caused by Nordic Energy's failure to perform under the terms of this Agreement. Nordic Energy shall not indemnify Customer in the event (i) Customer does not comply with the terms of this Agreement or (ii) there is an interruption or cessation of deliveries of gas as a result of Force Majeur.

Customer shall remain liable for any open, fixed price positions and any losses that may arise out of the liquidation of those positions in the event Customer prematurely cancels this agreement, either voluntarily or involuntarily as a result of but not limited to issues such as credit issues, LDC policy violations, termination of service due to non-payment, etc.

Customer shall indemnify Nordic Energy for any losses, damages, or costs, which result from Customer's failure to comply with the terms of this Agreement or as a result of and to the extent caused by the negligence on the part of the Customer except to the extent attributable to the negligent acts, errors and /or omissions of Nordic Energy, its employees and /or agents. Neither party shall be liable to the other party for any special, indirect, consequential, incidental or punitive damages, or for lost profits arising out of or relating to any action or failure to act under this Agreement whether or not arising from either party's negligence or fault under this Agreement.

Notwithstanding anything to the contrary in this Agreement, except for the obligation to make payments due hereunder, the obligations of a party shall be suspended (i) to the extent the party is unable to carryout its obligation for reasons not within the control of such party, which by the exercise of due diligence the party is unable to prevent or overcome or (ii) due to the interruption or curtailment of transportation by the LDC that delivers gas to the account(s) identified in Exhibit A.

Customer has the opportunity to rescind this agreement without penalty within three (3) business days of initial acceptance of this agreement.

Miscellaneous

This Agreement, including the Exhibit(s), constitutes the entire agreement of the parties for the sale and purchase of gas provided for herein and may be changed only by an agreement in writing. In the event of a conflict between this Agreement and the Exhibit(s), the Exhibit(s) shall control. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Only Nordic Energy may assign this Agreement. This Agreement shall not be construed against either party by reason of its preparation. Any waiver of any terms of this Agreement shall not diminish the future enforceability of this Agreement.

Customer agrees not to disclose any term of this Agreement to a third-party (other than Customer's affiliates, officers, directors, employees, lenders, counsel or accountants) except as necessary for Customer to perform its obligations herein or to comply with any applicable law, order, regulation or rule. The Customer shall receive a written copy of the complete supply purchase agreement.

If there are changes to any tariffs, rules, regulations or procedures of Customer's Local Distribution Company (LDC), or of the pipelines used by Nordic Energy to deliver natural gas that adversely affects Nordic Energy's ability to effectively or economically perform under this Agreement, including changes to the "Nicor Customer Select program" then Nordic Energy may terminate this Agreement upon 30 days written notice. Customer recognizes that Nordic Energy must purchase and/or contract to purchase financial hedging instruments and/or physical gas supplies necessary to sell Customer gas at Variable Rates and Fixed Prices under this Agreement. Customer will be responsible for and pay Nordic Energy for any and all losses and damages related to the liquidation of these financial instruments or termination or liquidation of Nordic Energy's physical supply purchase obligations (hereinafter "Early Termination Losses") resulting from Customer's breach or early termination pursuant to any provision of this Agreement.

Nothing herein shall be construed as an express or implied waiver of any common law and/or statutory immunities and/or privileges of Customer, and/or any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever; such privileges and immunities are expressly reserved.

Notices

Except as provided herein to the contrary, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which a party may desire to give to the other, shall be in writing and shall be considered duly delivered when received if sent by facsimile, telex, same or next day delivery service, or as of the third business day after the postmark date when mailed by ordinary mail to the other party at the following address:

Nordic Energy Services, L.L.C.

Notices and Correspondence, Parcel Deliveries

Nordic Energy Services, L.L.C.

625 Plainfield Rd, Ste 226

Willowbrook, IL 60527

Customer/Notices and Correspondence

HANOVER TOWNSHIP

Attn: James Barr, Township Administrator

250 South Route 59

Bartlett, IL 60103

Payments

Nordic Energy Services, L.L.C.

625 Plainfield Rd, Ste 226

Willowbrook, IL 60527

Billings and Statements (if different)

This Agreement is effective pending final credit approval by Nordic Energy Services, L.L.C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals as of the date herein above first written.

SELLER: **NORDIC ENERGY SERVICES, L.L.C.**

By: _____

Print Name: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION _____

**A RESOLUTION APPROVING OF A RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN HANOVER TOWNSHIP AND MIDAMERICAN ENERGY COMPANY**

BE IT RESOLVED by the Supervisor and Board of Town Trustees (the "Board") of Hanover Township, Cook County, Illinois, as follows:

SECTION ONE: That the Retail Electric Supplier Agreement between Hanover Township and MidAmerican Energy Company dated June 21, 2011 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Township Supervisor is hereby authorized to sign the Agreement on behalf of the Township.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 21, 2011

APPROVED: June 21, 2011

Brian P. McGuire, Township Supervisor

ATTEST:

Katy Dolan Baumer, Township Clerk

C E R T I F I C A T I O N

I, the undersigned, do hereby certify that I am the Township Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution _____, enacted on June 21, 2011, and approved on June 21, 2011, as the same appears from the official records of Hanover Township.

Katy Dolan Baumer, Township Clerk

RETAIL ELECTRIC SUPPLIER AGREEMENT

This Retail Electric Supplier Agreement is entered into by MidAmerican Energy Company ("MidAmerican") and Hanover Township, an Illinois township ("Customer") and shall be effective as of the later date set forth under the parties' signatures below ("Effective Date"). This Retail Electric Supplier Agreement, together with any written supplements thereto and all Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. Customer acknowledges and agrees that it understands and accepts the terms, conditions and risks of this Agreement and it is entering into this Agreement for its own account based upon its own judgment and not in reliance upon any information, advice or counsel which may or may not have been provided by MidAmerican.

CONDITIONS OF AGREEMENT. This Agreement constitutes the entire understanding between MidAmerican and Customer regarding the subject matter hereof. No modification to this Agreement will be effective unless evidenced in writing signed by both parties. This Agreement supersedes all prior agreements between the parties regarding the subject matter of this Agreement. This Agreement is intended to govern transactions for the purchase and sale of electricity and related services to be entered into between the parties from time to time as evidenced by separate Schedules A, B and C, as applicable ("Schedules"), setting forth certain commercial and other terms for the purchase and sale of electricity. Following execution and delivery by both parties and successful enrollment of specified properties by the electric distribution company or local delivery company ("delivery company"), such Schedules shall become effective and incorporated into this Agreement. The parties agree that the laws of the state in which Customer is incorporated govern this Agreement unless otherwise indicated on Schedule A. The parties agree that this Agreement is a forward contract under all applicable federal and state bankruptcy laws and that they are forward contract merchants with respect thereto.

CUSTOMER RESPONSIBILITIES. Customer agrees to purchase and receive from MidAmerican 100% of its electric energy supply and related services for all the properties listed on the Schedules. Customer acknowledges that MidAmerican may recover all Losses and Costs as described in the section entitled Events of Default; Remedies, associated with the removal of any property or account listed on such Schedules. Customer authorizes MidAmerican to perform duties on its behalf, including, but not limited to, submitting Customer enrollments to the electric distribution company or local delivery company and/or moving any of Customer's properties on or off delivery company's applicable tariffs, to permit Customer to receive the electric energy at its properties.

MIDAMERICAN RESPONSIBILITIES. Subject to the terms of this Agreement, MidAmerican agrees to sell and provide to Customer 100% of Customer's electric energy supply and related services for all the properties listed on the Schedules. MidAmerican will schedule and deliver electric energy, including amounts for associated transmission and distribution losses as defined by the delivery and/or transmission tariffs ("Line Losses"), to the delivery company interconnecting point and the delivery company is responsible for delivery of electric energy to Customer's properties.

TERM. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party upon thirty (30) days' prior written notice; provided,

however, that such termination shall not affect or excuse the performance of either party under any provision of this Agreement that by its terms survives any such termination and, provided further, that this Agreement shall remain in effect with respect to transactions entered into prior to the effective date of such termination until both parties have fulfilled all of their obligations with respect to such transactions.

ENERGY DELIVERY. Title to electric energy will pass from MidAmerican to Customer at the Customer's meter(s) (the "Delivery Point(s)"). Each party will comply with all applicable federal and state laws and all applicable industry rules, and delivery and/or transmission tariffs, as amended from time to time.

BILLING AND PAYMENT. MidAmerican will bill Customer monthly for all electric energy and related services as listed on the Schedules, plus any applicable taxes, delivery charges, or surcharges. Customer will pay each bill in full by the due date on the bill. Late payment charges may be assessed at a rate equal to the lesser of 1½% per month or the maximum rate allowable by law. Termination of this Agreement will not relieve Customer of its liability for payment of any outstanding amounts due MidAmerican.

EVENTS OF DEFAULT; REMEDIES. If the defaulting party (i) fails to pay any amount, when due, with respect to this Agreement; (ii) is subject to a bankruptcy event; (iii) makes any representation or warranty that is false or misleading in any material respect; (iv) fails to provide a cash deposit, letter of credit or other financial security to the other party within two (2) business days of the other party's demand, when such demand is based on the other party's reasonable good faith belief that the ability of the defaulting party to perform its obligations under this Agreement is materially impaired; or (v) fails to perform any other material obligation imposed upon it by this Agreement; then the non-defaulting party has the right, without notice, to suspend performance and may terminate this Agreement at any time during the continuance of such event of default, upon which it will calculate in a commercially reasonable manner a settlement amount equal to its total Losses and Costs, if any, resulting from termination of this Agreement. Costs shall mean brokerage fees, reservation fees, reasonable attorneys' fees, commissions and other similar third-party transaction expenses incurred by a party in terminating, liquidating or entering into new arrangements which replace any obligations assumed by such party due to the termination of this Agreement. Losses shall mean an amount equal to the present value of the economic loss to such party, exclusive of Costs, resulting from termination of this Agreement. The settlement amount will be due within five

(5) business days after the non-defaulting party has notified the defaulting party of the settlement amount. The non-defaulting party is obligated to respond and act in a commercially reasonable manner and mitigate its damages, liabilities, Losses and Costs.

FAILURE OF DELIVERY. MidAmerican will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by the delivery company or transmission provider to provide delivery services or properly perform and/or timely process any Customer enrollments or transmission requests.

NO CONSEQUENTIAL DAMAGES. In no event will either party be liable to the other party or to any third-party, for any special, incidental, indirect, consequential, punitive or exemplary damages or for any damages of a similar nature arising out of or in connection with this Agreement.

INDEMNIFICATION AND FORCE MAJEURE.

Each party agrees to indemnify, defend and hold the other party harmless from and against all third-party claims for damages, liability and expenses relating to or arising out of damage to property or injury to persons (including death) to the extent attributable to the negligent acts, errors or omissions of the indemnifying party, its employees and/or agents, except to the extent attributable to the negligent acts, errors or omissions of the indemnified party, its employees and/or agents. If the parties are held jointly and severally liable for any claim, damage, liability or expense of any third-party, a right of contribution will exist between the parties.

If either party is unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, and upon such party's giving written notice and full particulars of such Force Majeure to the other party as soon as practicable after the occurrence of the cause, the obligations of the party giving notice, so far as its obligations are affected by the Force Majeure, will be suspended during the continuance of the Force Majeure. Each party shall seek to remedy the Force Majeure with all reasonable dispatch. If a Force Majeure lasts for fifteen (15) continuous days, the party not subject to the Force Majeure has the option of terminating any affected Schedules at any time during the continuance of such Force Majeure. In the event of termination each party shall be entitled to calculate a settlement amount equal to its total Losses and Costs, if any, resulting from termination of the affected Schedules and such amount shall be due from the other party within five (5) business days after the other party has been notified of the settlement amount.

Force Majeure means any cause(s) not reasonably within the control, and without fault or negligence, of the party affected thereby and which by the exercise of reasonable due diligence by the affected party could not have been prevented, including without limitation, acts of God, civil disturbances, labor strike, interruptions caused by governmental or court orders, inability of the delivery company to provide Delivery Services, inability of the transmission operator to provide transmission services or the curtailment of transmission service or the breakage, accident or failure of transmission and/or

distribution facilities. Neither economic hardship nor economic conditions will constitute a Force Majeure under this Agreement. In the event of a Force Majeure, Customer shall continue to be obligated to make payments for all electric energy supply and related services delivered to and consumed at its properties.

WARRANTIES. MIDAMERICAN WARRANTS ONLY THAT IT HAS THE RIGHT TO SELL ENERGY SERVICES AND THAT SUCH ENERGY SERVICES ARE FREE FROM ALL LIENS OF ANY KIND. MIDAMERICAN DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FINANCIAL RESPONSIBILITY. Each party agrees to provide financial information reasonably requested by the other party to facilitate credit review. Each party certifies that all information provided to the other party is truthful and accurate and all information obtained from the other party will be kept confidential except as required by law.

ASSIGNMENT. Neither party may assign this Agreement without the prior written authorization of the other party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign this Agreement to the resulting entity of a corporate restructuring or other successor in interest and shall provide immediate notice of such assignment.

CONFIDENTIALITY. This Agreement and its terms are confidential and shall not be disclosed to any third party except as required by law.

SEVERABILITY. If any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions will remain in full force and effect.

NON-WAIVER. Either party's failure at any time to require strict performance by the other party of any provision of this Agreement will not waive a party's right to demand strict compliance at any other time.

RECORDED CONVERSATIONS. Phone conversations between employees and/or authorized agents of the parties may be recorded on tape or other electronic media to verify customer service quality and pricing terms. Unless a party expressly objects to these recordings at the time of the recording, these recordings may be used as evidence in any proceeding or action relating to this Agreement.

MISCELLANEOUS. Nothing herein shall be construed as an express or implied waiver of any common law and/or statutory immunities and/or privileges of Customer, and/or any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever; such privileges and immunities are expressly reserved.

AGREEMENT NOTICES. All written notices required by this Retail Electric Supplier Agreement must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Company	
Company Name:	MidAmerican Energy Company
Attention to:	Unregulated Retail Services Electric Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Electric@midamerican.com

For Customer	
Company Name:	Hanover Township, an Illinois township
Attention to:	James Barr
Title:	Township Administrator
Address:	250 South Route 59
City, State, Zip:	Bartlett, IL 60103
Phone No:	(630)837-0301
Fax No:	(630)837-9064
E-mail address:	JBarr@hanover-township.org

The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Retail Electric Supplier Agreement.

MidAmerican Energy Company

By: _____
 Printed Name: _____
 Title: _____
 Dated: _____

Hanover Township, an Illinois township

By: _____
 Printed Name: Brian P. McGuire
 Title: Hanover Township Supervisor
 Dated: June 24, 2011

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND HANOVER TOWNSHIP, AN ILLINOIS TOWNSHIP

DATE: June 16, 2011

These Schedules are being entered into pursuant to and in accordance with the Retail Electric Supplier Agreement between Customer and MidAmerican (the "Retail Electric Supplier Agreement"). The pricing contained on Schedule B is indicative until signed by both parties and shall be valid after 5 p.m. Central Time on June 16, 2011 only at MidAmerican's sole discretion.

These Schedules identify the list of State and/or Delivery Company specific terms, Customer's properties, contact information, Energy Services Prices, Term and Quantities of Electric Energy, if applicable, covered by these Schedules. Notwithstanding anything to the contrary, any conflict between these Schedules and the Retail Electric Supplier Agreement will be resolved in favor of these Schedules. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Retail Electric Supplier Agreement.

This Schedule A replaces in its entirety any prior Schedule A currently in effect between Customer and MidAmerican, relating to Customer's properties identified below, effective with the account estimated start date listed on Schedule A, UNLESS the term of a previously executed Schedule A extends beyond the term of this Schedule A. Both parties shall fulfill their obligations through the Term of any executed Schedule A.

The parties agree that the laws of the State of Illinois govern these Schedules.

LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date
Hanover Township	6992134019	1535 Burgundy Pkwy Streamwood, IL 60107-1811	Commonwealth Edison	06/09/2011
Hanover Township Highway Dep	7826008009	8N180 State Route 59 Bartlett, IL 60103-1628	Commonwealth Edison	06/06/2011
Hanover Township Office Bldg	7826009006	250 S State Route 59 Bartlett, IL 60103-1648	Commonwealth Edison	06/06/2011
Hanover Township Senior	7826010009	240 S Rt 59 Bartlett, IL 60103-1648	Commonwealth Edison	06/06/2011
Hanover Township	8584152016	7431 Astor Ave Unit Office Hanover Park, IL 60133-3138	Commonwealth Edison	06/07/2011
Hanover Township	8584153013	7431 Astor Ave Unit Shop Hanover Park, IL 60133-3138	Commonwealth Edison	06/07/2011

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND HANOVER TOWNSHIP, AN ILLINOIS TOWNSHIP

DATE: June 16, 2011

PLEASE SELECT APPLICABLE BILLING OPTIONS:

Individual invoices will be mailed to the Service Addresses listed above.

Individual invoices will be mailed to the Billing Address listed below for all properties:

Company Name: _____
 Attention to: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Phone No: _____
 Fax No: _____

Unless specifically requested, MidAmerican will bill the customer using the Single Bill Option. For Dual Billing, select here.

NOTICES. All written notices must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Company	
Company Name:	MidAmerican Energy Company
Attention to:	Unregulated Retail Services Electric Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Electric@midamerican.com

For Customer	
Company Name:	Hanover Township, an Illinois township
Attention to:	
Title:	
Address:	250 S Rte 59
City, State, Zip:	Bartlett, IL 60103-1648
Phone No:	(630) 837-0301
Fax No:	
E-mail address:	



Hanover Township, an Illinois township Proposal Summary (06/16/2011)

Term Start Month	Term End Month	Earliest Meter Read Start Date	Term kW
June 2011	June 2012	6/6/2011	231

Fixed Supply Price and Estimated Costs per kWh¹

Pricing Period	Supply	Losses	Capacity	Trans. & Ancil.	Total (Excluding Utility Delivery Costs)	Renewable Compliance Charge (RCC)	Total (Including RCC)
Jun 11 - Sep 11	\$0.0440	\$0.0033	\$0.0119	\$0.0063	\$0.0654	\$0.00020	\$0.0656
Oct 11 - May 12	\$0.0440	\$0.0033	\$0.0171	\$0.0083	\$0.0727	\$0.00020	\$0.0729
Jun 12 - Jun 12	\$0.0440	\$0.0033	\$0.0135	\$0.0073	\$0.0681	\$0.00026	\$0.0684
Average Cost	\$0.0440	\$0.0033	\$0.0150	\$0.0074	\$0.0697	\$0.00020	\$0.0699

1. Unit costs are based on an average for all accounts included in the price quote. Component prices for capacity, losses, transmission and ancillary vary by individual account delivery class. Prices may vary due to rounding.

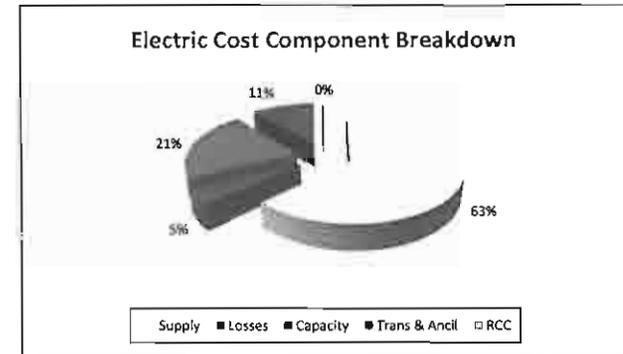
Supply prices are fixed for the entire term of the agreement. All other charges reflect current tariff rates.

For additional detail on pricing and cost estimates, please reference Schedule B of MidAmerican's Retail Electric Supplier Agreement.

Your MidAmerican Energy Contact(s)

Ann M Harris, Account Executive
 Telephone: (563) 333-8570
 amharris@midamerican.com

Paula C Stricker-Schneckloth, Customer Account Manager II
 Telephone: (563) 333-8583
 pcstricker-schneckloth@midamerican.com



When electing MidAmerican's Fixed Supply product, the supply component of your overall electric costs is locked for the entire term of your agreement.

Unregulated Retail Services is a division of MidAmerican Energy Company offering unregulated products and services. The pricing and estimated savings are based on Customer's electric load history information. When customer's accurate load history information is unavailable, MidAmerican may use estimated data. Customer's actual savings may vary. This proposal does not constitute an offer, which can be accepted to form a contract, or impose any legal or equitable rights or obligations. Any rights and obligations will come into effect after all parties have executed a definitive agreement.

Offer: 433379



SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND HANOVER TOWNSHIP, AN ILLINOIS TOWNSHIP
ENERGY SERVICES - FIXED/VARIABLE SUPPLY PRICE

DATE: June 16, 2011

INTERVAL ENERGY USAGE shall be defined as all metered electric energy in kWh consumed each interval at the Customer's properties, as reported by the Delivery Company, and which shall not be adjusted for transmission and distribution losses. For billing purposes, Interval Energy Usage for Customer's non-interval meters, if any, will be determined by scaling monthly usage to the applicable class profile. Interval Energy Usage for non-interval meters, if any, will be added to interval usage recorded by Customer's interval meters to determine total Interval Energy Usage at the Customer's properties. MidAmerican may estimate Interval Energy Usage in the event of metering equipment malfunctions. Customer will be billed an amount corresponding to the time period set forth below ("Pricing Period") applied to all the Customer's Interval Energy Usage, as reported by the Delivery Company, for its properties as listed on Schedule A.

ON-PEAK/OFF-PEAK FIXED PRICE. If Customer elects an On-Peak and Off-Peak Fixed Price, the on-peak and off-peak kWh will be determined using the guidelines set forth in the ComEd delivery tariffs. On-peak and off-peak energy usage for Customer's non-interval meters, if any, will be determined by the applicable class profile or existing interval meters. MidAmerican may estimate on-peak and off-peak usage in the event of metering equipment malfunctions.

FIXED PRICE. If Customer does not elect an On-Peak/Off-Peak Fixed Price, the Fixed Price will be applied to all usage within the respective Pricing Period.

VARIABLE PRICE. The Variable Price per kWh for Interval Energy Usage shall be the associated interval PJM ComEd Zone Day Ahead Locational Marginal Price (LMP) (in \$/kWh).

Pricing Period	On-Peak/Off-Peak Fixed Price (\$/kWh)		Fixed Price (\$/kWh)
	On-Peak	Off-Peak	
Jun 2011 - Jun 2012	N/A	N/A	\$0.0440

In addition to the Fixed and/or Variable Price in this Schedule B, MidAmerican will include and Customer will pay the following as additional line items on the monthly invoice, which may be subject to change in accordance with approved tariffs, operating agreements, business protocols and business practices of the Delivery Company, regional transmission organization (RTO), or independent system operator (ISO):

- **Transmission** charges represent all costs associated with providing transmission service as defined by the applicable transmission tariffs, and are based on MidAmerican's incurred costs and on network peak load contributions (where applicable) as furnished by the RTO, ISO, or Delivery Company.
- **Ancillary** charges include all other electric services as required under the applicable tariffs and operating services agreements with the RTO, ISO, or Delivery Company and are based on MidAmerican's incurred costs.
- **Capacity** charges will be assessed based on the locational reliability charge and peak load contribution (where applicable) as provided by the RTO, ISO, or Delivery Company and MidAmerican's incurred costs.
- **Line Loss** charges are based on the combined transmission and delivery tariff loss factors applied to the Fixed Price and/or Variable Price for each account separately.
- **Delivery** charges, as assigned by the Delivery Company, are applicable to Customer's properties, including but not limited to monthly customer charges, facilities, meter or equipment charges, transition charges, taxes, nuclear decommissioning costs, public purpose program costs, environmental program compliance costs and riders.
- **Renewable compliance charges** including but not limited to costs associated with renewable portfolio standards or all other environmental and renewable program compliance costs required by the Delivery Company, state or federal regulatory agencies and will be based on MidAmerican's incurred cost and billed as a separate line item.

Any future changes in business practice or business protocols of the Delivery Company, RTO, or ISO, Capacity charges, Ancillary charges or applicable Delivery charges or transmission tariffs that affect the items included in the applicable Transmission charges, Line Loss charges, or Variable Price as defined in this Schedule B, excluding Fixed Price, may be incorporated herein as a separate adjustment as of the effective date on which the change occurs or thereafter.

SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND HANOVER TOWNSHIP, AN ILLINOIS TOWNSHIP
ENERGY SERVICES - FIXED/VARIABLE SUPPLY PRICE

DATE: June 16, 2011

CONVERSION TO FIXED PRICING. Customer has the option to convert the Variable Price above to a Fixed Price at all the properties listed on Schedule A. To exercise this option, both parties must execute a revised Schedule B at least 10 days prior to Customer's earliest normal Delivery Company meter reading date for all properties. If the conversion to a Fixed Price is less than 100% of its firm electric energy at all of the properties listed on Schedule A, or if the conversion is only for a portion of any existing term, then the pricing and terms on any existing Schedule B shall remain in effect for all properties listed on Schedule A.

CHANGE IN LAWS. Costs incurred by MidAmerican after the date of this Schedule, resulting from changes in applicable federal or state law, tariffs or the regulatory interpretation that can be reasonably allocated to Customer, will be billed as an authorized charge or adjustment to prices as defined in the Schedules of this Agreement; provided, however, that this provision shall not affect the Fixed Price. In the event of a change in law, either Party then has the right to terminate this Agreement upon 30 days advance written notice to the other Party and any settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement. Such changes in applicable federal or state law or tariffs or regulatory interpretation will not be deemed an event of Force Majeure.

This Schedule B replaces in its entirety any prior Schedule B currently in effect between Customer and MidAmerican, relating to Customer's properties identified on Schedule A, effective with the account estimated start date listed on Schedule A, UNLESS the term of a previously executed Schedule B extends beyond the term of this Schedule B. Both parties shall fulfill their obligations through the Term of any executed Schedule B.

Term:

Customer's Term will not begin earlier than the account estimated start date listed on Schedule A, and unless earlier terminated as provided in the Agreement, will end with Customer's June 2012 meter read.

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SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND HANOVER TOWNSHIP, AN ILLINOIS TOWNSHIP
ENERGY SERVICES - FIXED/VARIABLE SUPPLY PRICE

DATE: June 16, 2011

These Schedules, the Retail Electric Supplier Agreement, together with any written supplements thereto and all other Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Agreement.

MidAmerican Energy Company

Hanover Township, an Illinois township

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____



Hanover Township, an Illinois township
06/16/2011

Budgetary Analysis

MidAmerican Energy includes a monthly breakdown of estimated energy charges outlining potential savings and to assist customers in planning for overall electric costs.

This Budgetary Analysis summarizes all accounts included in the pricing prepared by MidAmerican. Your total base electric costs will include MidAmerican's charges. Taxes, riders, public programs or other utility charges are not included.

Bill Month	kW	Fixed On-Peak kWh	Fixed Off-Peak kWh	Total kWh	Supply Costs	Capacity Costs	Trans. Ancil. & Admin. Fees	Losses Cost	Total Non-Distribution Costs	Renewable Compliance Charge (RCC)	Total Costs including RCC ¹
Jul-11	227	29,347	30,241	59,588	\$2,622	\$830	\$420	\$196	\$4,068	\$12	\$4,080
Aug-11	231	44,289	44,531	88,820	\$3,907	\$799	\$465	\$292	\$5,463	\$18	\$5,481
Sep-11	229	35,341	36,621	71,962	\$3,166	\$805	\$439	\$237	\$4,647	\$14	\$4,661
Oct-11	180	26,123	28,783	54,906	\$2,415	\$870	\$411	\$180	\$3,876	\$11	\$3,887
Nov-11	175	25,295	27,290	52,585	\$2,313	\$803	\$407	\$173	\$3,696	\$11	\$3,706
Dec-11	146	22,263	26,352	48,615	\$2,140	\$905	\$400	\$160	\$3,605	\$10	\$3,615
Jan-12	132	23,318	26,635	49,953	\$2,197	\$889	\$404	\$165	\$3,655	\$10	\$3,665
Feb-12	128	20,415	22,330	42,745	\$1,881	\$846	\$391	\$141	\$3,259	\$9	\$3,268
Mar-12	124	22,991	25,118	48,109	\$2,117	\$799	\$400	\$159	\$3,475	\$10	\$3,484
Apr-12	137	20,383	21,295	41,678	\$1,834	\$803	\$390	\$137	\$3,164	\$8	\$3,173
May-12	181	22,773	23,223	45,996	\$2,023	\$799	\$397	\$151	\$3,370	\$9	\$3,379
Jun-12	216	27,309	30,846	58,155	\$2,559	\$775	\$416	\$191	\$3,941	\$12	\$3,953
Totals	231	319,847	343,265	663,112	\$29,174	\$9,923	\$4,940	\$2,182	\$46,219	\$ 134	\$46,352
Unit Rate					\$ 0.0440	\$ 0.0150	\$ 0.0074	\$ 0.0033	\$ 0.0697	\$ 0.00020	\$ 0.0699

¹ The Total Costs column does not include charges associated with the purchase of optional renewable energy credits.

All costs are estimated based on customer's historical usage profile. Unit rates may vary due to rounding.

MidAmerican's distribution, transmission and loss calculations are based on the utility or regional transmission organization's tariffed rates.

Unregulated Retail Services is a division of MidAmerican Energy Company offering unregulated products and services. The pricing and estimated savings are based on Customer's electric load history information. When customer's accurate load history information is unavailable, MidAmerican may use estimated data. Customer's actual savings may vary. This proposal does not constitute an offer, which can be accepted to form a contract, or impose any legal or equitable rights or obligations. Any rights and obligations will come into effect after all parties have executed a definitive agreement.



The following Letter of Agency is required by the state of Illinois (Illinois law 815 ILCS 505/2EE) and protects you from being “slammed” or switched without authorization. MidAmerican Energy will keep a copy of this Letter on file for you.

Letter of Agency

Customer authorizes the Local Distribution Company (LDC) to change Customer’s electric service provider to MidAmerican Energy Company effective as of the date hereof. The following information is provided to the LDC to facilitate Customer’s request:

Customer: Hanover Township, an Illinois township

Service Address: See Attached

Billing Address: _____

Telephone Numbers: Day (630) 837-0301
Evening _____

Account Number: See Attached

Customer and MidAmerican Energy have entered into a separate, mutually satisfactory electric service agreement. Customer permits LDC to provide Customer’s billing and usage data to MidAmerican Energy. "The LDC may charge a fee for changing your electric service provider to MidAmerican Energy. MidAmerican Energy will pay this fee for Customer."

Letter of Agency is signed and submitted:

By: _____

Date: _____

Illinois law 815 ILCS 505/2EE

An Attachment to Letter of Agency

Hanover Township, an Illinois township
250 S Rte 59
Bartlett, IL 60103-1648
Fax Number:
E-mail Address:

Account Number	Meter Number	Account Name	Service Address	Delivery Company
6992134019	141367954	Hanover Township	1535 Burgundy Pkwy Streamwood, IL 60107-1811	Commonwealth Edison
7826008009	080780148	Hanover Township Highway Dep	8N180 State Route 59 Bartlett, IL 60103-1628	Commonwealth Edison
7826009006	140461986	Hanover Township Office Bldg	250 S State Route 59 Bartlett, IL 60103-1648	Commonwealth Edison
7826010009	141180715	Hanover Township Senior	240 S Rt 59 Bartlett, IL 60103-1648	Commonwealth Edison
8584152016	140157055	Hanover Township	7431 Astor Ave Unit Office Hanover Park, IL 60133-3138	Commonwealth Edison
8584153013	997850021	Hanover Township	7431 Astor Ave Unit Shop Hanover Park, IL 60133-3138	Commonwealth Edison



Hanover Township, an Illinois township Proposal Summary (06/16/2011)

Term Start Month	Term End Month	Earliest Meter Read Start Date	Term kW
June 2011	June 2012	6/6/2011	231

Fixed Supply Price and Estimated Costs per kWh¹

Pricing Period	Supply	Losses	Capacity	Trans. & Ancil.	Total (Excluding Utility Delivery Costs)	Renewable Compliance Charge (RCC)	Total (Including RCC)
Jun 11 - Sep 11	\$0.0440	\$0.0033	\$0.0119	\$0.0063	\$0.0654	\$0.00020	\$0.0656
Oct 11 - May 12	\$0.0440	\$0.0033	\$0.0171	\$0.0083	\$0.0727	\$0.00020	\$0.0729
Jun 12 - Jun 12	\$0.0440	\$0.0033	\$0.0135	\$0.0073	\$0.0681	\$0.00026	\$0.0684
Average Cost	\$0.0440	\$0.0033	\$0.0150	\$0.0074	\$0.0697	\$0.00020	\$0.0699

1. Unit costs are based on an average for all accounts included in the price quote. Component prices for capacity, losses, transmission and ancillary vary by individual account delivery class. Prices may vary due to rounding.

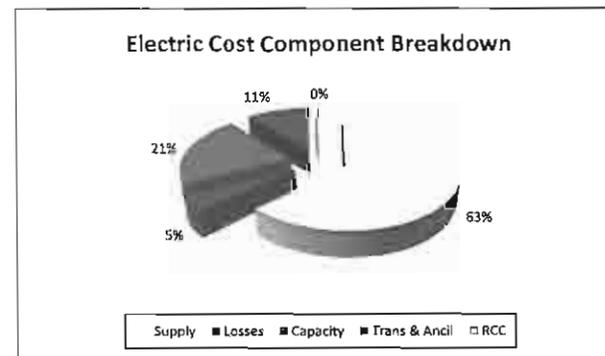
Supply prices are fixed for the entire term of the agreement. All other charges reflect current tariff rates.

For additional detail on pricing and cost estimates, please reference Schedule B of MidAmerican's Retail Electric Supplier Agreement.

Your MidAmerican Energy Contact(s)

Ann M Harris, Account Executive
 Telephone: (563) 333-8570
 amharris@midamerican.com

Paula C Stricker-Schneckloth, Customer Account Manager II
 Telephone: (563) 333-8583
 pcstricker-schneckloth@midamerican.com



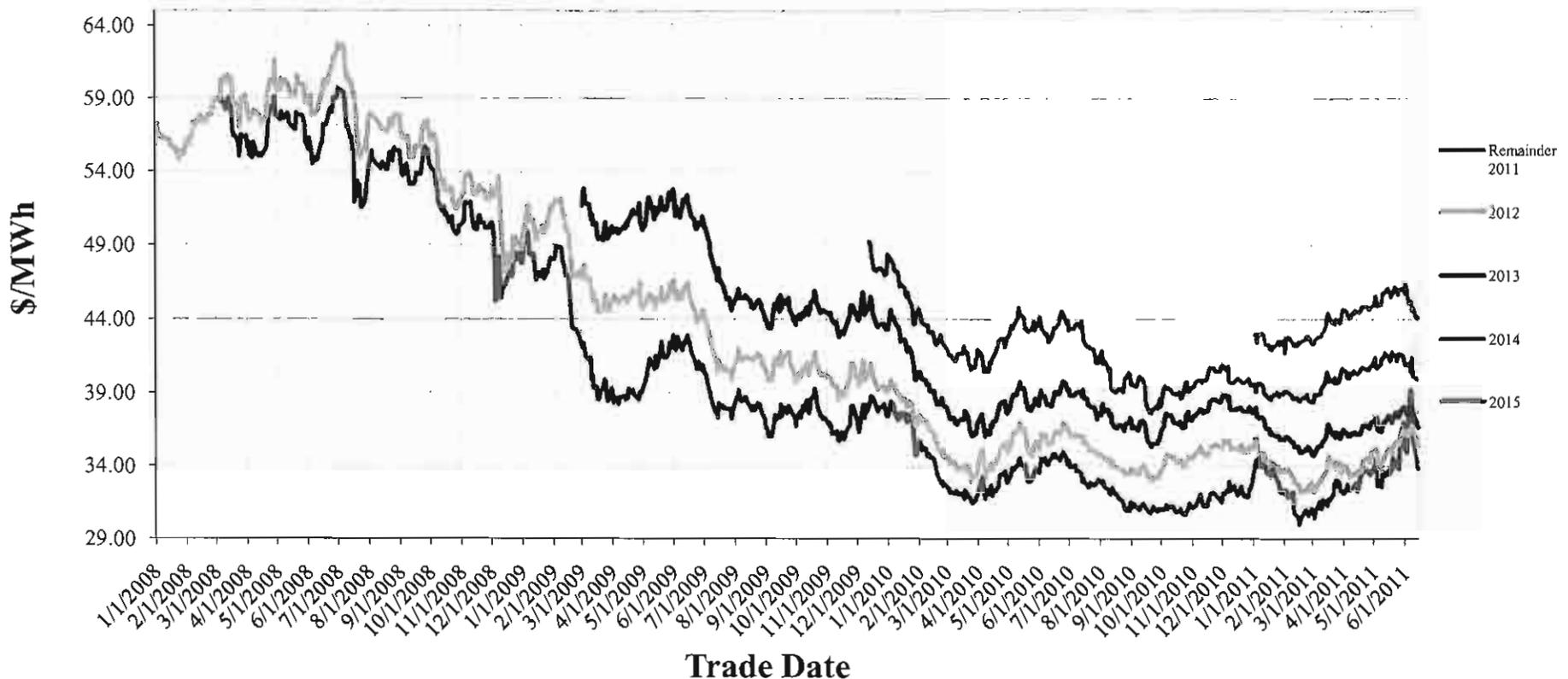
When electing MidAmerican's Fixed Supply product, the supply component of your overall electric costs is locked for the entire term of your agreement.

Unregulated Retail Services is a division of MidAmerican Energy Company offering unregulated products and services. The pricing and estimated savings are based on Customer's electric load history information. When customer's accurate load history information is unavailable, MidAmerican may use estimated data. Customer's actual savings may vary. This proposal does not constitute an offer, which can be accepted to form a contract, or impose any legal or equitable rights or obligations. Any rights and obligations will come into effect after all parties have executed a definitive agreement.



Illinois Electric Market Trend

Wholesale Round-the-Clock Pricing for Future Years
 Cinergy



Average Cinergy wholesale prices are based on a large block purchase of electricity at 100% load factor. Prices above do not include charges for load following, imbalance or management fees typically included in retail supply quotes reflecting charges to the customer's meter. In addition, losses, transmission, ancillary and delivery costs are not included.

Unregulated Retail Services is a division of MidAmerican Energy Company offering unregulated products and services. PUCT REP Certificate No. 10159. This information is provided as a service to retail choice customers by MidAmerican Energy Company and does not represent an endorsement of the information by MidAmerican. Because changes in market and regulatory conditions can transpire rapidly, MidAmerican assumes no liability for any error or omission in the content of this document. Use of this data is restricted and may not be copied or reproduced either in whole or in part for any other use.



Where Great Service Happens!

250 South Route 59
Bartlett, Illinois 60103-1648

• email: hanover@hanover-township.org
• www.hanover-township.org

• Phone: 630-837-0301
• FAX: 630-837-9064

Supervisor
Brian R. McGuire

Clerk
Katy Dolan Baumer

Assessor
Thomas S. Smogolski

Highway Commissioner
P. Craig Ochoa

Collector
Frank Liquori

Trustees
Mary Alice Benolt
William T. Burke
Howard Krick
Sandra Westlund-Deenihan

Administrator
James C. Barr

Tuesday, June 21, 2011

To: Hanover Township Board

From: James Barr, Administrator
Becky Suhajda, Management Analyst

Re: Major Medical Coverage – July 1, 2011 to June 30, 2012

In April, the Township received the renewal rates from UnitedHealthcare, (UHC). For the past year, the Township has provided major medical insurance through UHC. The Township received a 25.5 percent increase in major medical premium rates with UCH. Working with our broker, Candos Insurance Agency, Township administration requested they negotiate further with UCH to obtain a more favorable rate. UCH offered to lower the requested increase by three percent to 22.5 percent.

Expecting more favorable rates, Candos Insurance Agency conducted an employee benefit census and requested a quote for similar services from various insurance providers, including Blue Cross Blue Shield of Illinois (BCBSIL). BCBSIL, being the most competitive, was given a full application from the Township to review and was able to provide a more thorough and precise quote. BCBSIL offered a 16.47 percent increase for a similar insurance package. Using this as leverage, Candos Insurance Agency was able to obtain a matching offer of 16.47 percent from UHC.

Some major considerations for the major medical coverage period have involved keeping plan options as similar to current offerings as possible; maintaining an option of three plan types, (a Participating Provider Option, a Small Network Participating Provider Option, and a High Deductible Health Plan, coupled with a Health Savings Account); maintain an employer contribution of \$1,200 to the Health Savings Account option; and keeping premium costs as low as possible.

Although BCBSIL has offered benefits similar to those that are currently offered by the Township, some aspects of the plan would change. UHC provides lower individual and family deductibles than BCBSIL, which keeps out-of-pocket costs at current levels for employees. A summary of costs for both providers are attached. After reviewing both UHC and BCBSIL benefit offerings, continuing with UHC is the better option for the Township since it is consistent with benefits currently offered to employees and UHC provides more favorable packages.

It is staff's recommendation to continue providing benefits through UHC in 2011/2012. UHC's plan offerings will stay the same. The cost will increase by 16.47 percent. Looking at the cost of insurance benefits over the past two years, this increase is moderate due to the 10 percent savings the Township received last year when it first contracted with UHC. In total, insurance rates will have only increased by approximately 6.5 percent over the course of 24 months. It is also important to note that due to the current economic climate, employees have received moderate yet justifiable wage increases and a raise in insurance rates could place an undue burden on employees, especially those enrolled in a multi-person insurance plan.

Further, staff continues to recommend the employer contribution model for any employee enrolled in the High Deductible Health Plan by contributing \$600 twice annually to meet the majority of their individual deductible; as well as continue with the \$2,400 annual waiver for eligible staff to waive the option of joining our major medical plan.

Should you have any questions or concerns, please do not hesitate to contact me at your convenience.

6/1/2011

Hanover Township

Carrier		UnitedHealthcare							
		PPO X6-O		HMO NN-P		20-A (H.S.A.)			
Coinsurance		90/70%		100/50%		100/80%			
Individual Deductible		\$250/500		\$0/3000		\$1500/3000			
Family Deductible		\$750/1500		\$0/9000		\$3000/6000 (1)			
Out of Pocket Limit**		\$1000/2000		\$0/6000		\$1000/2000			
Family Out of Pocket		\$3000/6000		\$0/9000		\$2000/4000 (1)			
Doctor Co-Pay		\$25/ded, then 70%		\$25		Ded, then 100%			
		\$10/30/50		\$10/30/50		Ded, then \$10/30/50			
Lifetime Maximum		5,000,000		5,000,000		5,000,000			
Network		Choice Plus		CORE		Choice Plus			
Web Address		www.myuhc.com		www.myuhc.com		www.myuhc.com			
**Excludes Deductible									
Medical Rate:		Current	Final Renewal		Current	Final Renewal		Current	Final Renewal
Employee Only	16	\$440.90	\$514.09	12	\$416.49	\$485.43	3	\$387.07	\$449.00
Employee/Spouse	0	\$925.89	\$1,079.59	1	\$874.64	\$1,019.42	1	\$812.85	\$942.91
Employee/Child	0	\$758.35	\$884.24	2	\$716.37	\$834.95	1	\$665.77	\$772.29
Family	1	\$1,331.53	\$1,552.57	1	\$1,257.81	\$1,466.02	1	\$1,168.96	\$1,355.99
Total	17	\$8,385.93	\$9,778.01	16	\$8,563.07	\$9,980.50	6	\$3,808.79	\$4,418.19
Current		\$20,757.79							
Renewal		\$24,176.70							
Increase		16.47%							

Coverage highlights are provided for easy-to-follow comparative purposes only and should not be relied on as absolute. For details of coverage provisions, limitations, conditions and exclusions, please refer to the health carriers plan design or your policy.

(1) The Individual Deductible has not been satisfied until the Family Deductible has been met.

6/1/2011

Hanover Township

Carrier		 Blue Cross BlueShield of Illinois				
Plan		PPO 72323		HMO B103		HDHP 91605
Coinsurance		90/70%		100%		100/80%
Individual Deductible		\$500/1000		N/A		\$1,500
Family Deductible		\$1500/3000		N/A		\$3000 (1)
Out of Pocket Limit**		\$1000/2000		\$1,500		\$1,500
Family Out of Pocket		\$3000/6000		\$3,000		\$3000 (1)
Doctor Co-Pay		\$20/ded, 70%		\$20		Ded, then 100%
Prescription Drug		\$15/30/50		\$15/30/50		Ded, then 80%
Lifetime Maximum		Unlimited		Unlimited		Unlimited
Network		BC/BS		BlueAdvantage HMO		BC/BS
Web Address		www.bcbsil.com				
**Excludes Deductible						
Medical Rate:						
		Underwritten Rates 6/6/11				
Employee Only	16	\$543.38	12	\$433.17	3	\$450.76
Employee/Spouse	0	\$1,181.51	1	\$941.87	1	\$980.12
Employee/Child	0	\$1,055.93	2	\$841.76	1	\$875.95
Family	1	\$1,694.07	1	\$1,350.47	1	\$1,405.31
		\$10,388.15		\$9,173.90		\$4,613.66
Quoted Premium		\$24,175.71				

Coverage highlights are provided for easy-to-follow comparative purposes only and should not be relied on as absolute.

For details of coverage provisions, limitations, conditions and exclusions, please refer to the health carriers plan design or your policy.

Quoted premiums are based on census information provided only. Final rates are subject to underwriting review.



March 8, 2011

Board of Trustees
c/o Mr. James Barr, Administrator
Hanover Township
250 S. Route 59
Bartlett, IL 60103

Dear Board Members:

We are pleased to confirm our understanding of the services we are to provide Hanover Township for the year ended March 31, 2011. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements of Hanover Township as of and for the year ended March 31, 2011. We will provide in-relation-to audit coverage on any supplementary financial information. In addition, we will apply certain limited procedures to the required supplementary information.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with generally accepted auditing standards and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements, and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Hanover Township and the respective changes in financial position in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

We will assist you in drafting the Management Discussion & Analysis which will be included in the audited financial statement package. We will ask you to review and approve that document prior to finalizing the audit.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is

limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hanover Township's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing. The fee estimate is based on the premise that your personnel will be instructed to provide us with assistance in the preparation of various schedules, which we will request prior to our arrival. This will enable us to spend a minimum amount of time performing clerical tasks and thus concentrate strictly on audit functions. You recognize that and acknowledge that the failure of Township personnel to provide such information on a timely basis will delay our completion of the engagement and increase our fees and costs.

We expect to begin our audit in March 2011 and issue our report in June 2011. Chris McClure is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fee proposal is to perform the March 31, 2011 audit of the Township for an investment of \$11,900. This amount includes all out-of-pocket expenses, travel costs, report production and preparation of the Annual Financial Report. This amount anticipates all significant journal entries have been prepared and posted and the

requested schedules provided to us are accurate and timely. Should fraud or other irregularities be encountered we would need to increase the scope of work performed and would discuss with you any required fee increase. If additional services are requested, we will charge for those based on our normal hourly rates

We appreciate the opportunity to be of service to Hanover Township and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,



McClure, Inserra & Company, Chartered

RESPONSE:

This letter correctly sets forth the understanding of Hanover Township.

By: _____

Title: _____

Date: _____

**HANOVER TOWNSHIP
BARTLETT, ILLINOIS**

**PROPOSAL TO PROVIDE
PROFESSIONAL AUDITING SERVICES**

**For the Fiscal Year Ending
March 31, 2011**

**Sikich LLP
Certified Public Accountants & Business Advisors
998 Corporate Boulevard
Aurora, Illinois 60502
(630) 566-8400
April 4, 2011**

Contacts: Louis G. Karrison and Daniel A. Berg

SPECIFIC AUDIT APPROACH

Audit Standards

The objective of our audit is to issue an unqualified opinion on the Township's governmental activities, each major fund and the aggregate remaining fund information that collectively comprise the Township's basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants. Our Firm will issue an opinion on the basic financial statements with in-relation-to coverage on the combining and individual fund financial statements and schedules and on any supplementary information. In addition, we will apply certain limited procedures to the Required Supplementary Information.

Scope of Services

We are proposing to provide the following services to the Township:

- Audit of all funds of the Township for the fiscal year ending March 31, 2011.
- Preparation of fifteen (15) hard copies and one (1) electronic copy (.pdf) of the annual financial report (MD&A to be provided by the Township);
- Preparation of ten (10) copies of the management letter for the Township, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Retain workpapers for five (5) years in accordance with Firm standards;
- Reporting to the Board of Trustees in accordance with Statement on Auditing Standards (SAS) No. 114, *Communications with Those Charged with Governance*; and
- Exit conference(s) with Township Officials to present the completed audit and related materials.

Audit Process and Schedule

Event	Timeframe	Person(s) Assigned
<p>I. Preliminary Planning During this phase of the audit, we would meet with representatives of the Township to discuss the approach to be taken during the audit focusing on areas of particular concern to the Township as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.</p>	<p>April 2011</p>	<p>The meeting would be attended by the engagement partner and engagement manager, if necessary.</p>
<p>II. Preliminary Fieldwork During this phase of the audit, we would develop an understanding and documentation of the Township's accounting and administrative controls using the Township's accounting procedures manual, EDP documentation and by interviewing staff of the Township. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality on an individual fund basis and complete a preliminary analytical review of the Township's financial position as a whole.</p> <p>In addition, we would review all minutes from the meetings of the Board of Trustees; review all ordinances adopted by the Township during the year; review any debt agreements entered into during the year and analyze any other unique transactions entered into by the Township; and perform our fraud interviews in accordance with Statement on Auditing Standards (SAS) No. 99. Upon completion of this phase, we would finalize all necessary confirmations the Township will prepare; review all proposed client assisted work papers and the timing of preparation by the Township; develop our audit programs for the next phase of the audit and review and document any changes to the Township's AFR; and prepare the schedule for the remainder of the audit.</p>	<p>April 2011</p>	<p>This phase would be completed by the engagement partner, engagement manager and one professional staff.</p>

Event	Timeframe	Person(s) Assigned
<p>III. Fieldwork During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of the Township's financial statements with a rough draft of the financial statements provided to the Township at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from the Township to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.</p>	<p>June, July 2011</p>	<p>This phase would be completed by the engagement partner, engagement manager and one to two professional staff.</p>
<p>IV. Workpaper review and report production During this phase of the audit, the workpapers, drafts of all financial reports and the management letter will be reviewed by the resource partner and the quality control partner. All workpapers are reviewed by the engagement partner during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon the Township's staff after fieldwork has been completed.</p>	<p>July, August 2011</p>	<p>This phase would be completed by the engagement partner, resource partner and the quality control partner.</p>
<p>V. Drafts to the Township We will deliver a preliminary draft of the AFR at the end of fieldwork. A revised draft will be delivered by the engagement partner and reviewed in-depth with representatives of the Township within three weeks of the preliminary draft. A revised draft, if necessary, will be delivered to the Township no later than three business days after receiving all proposed changes.</p>	<p>August 2011</p>	<p>This phase would be completed by the engagement partner.</p>
<p>VI. Completion of the audit Upon approval of the drafts by the Township, we will present the signed, bound copies of the annual financial report, the management letter and the additional reports described in this proposal. The engagement partner will be available for meetings with representatives of the Township including the Board of Trustees and management for formal presentations of the reports.</p>	<p>September 2011</p>	<p>This phase would be completed by the engagement partner.</p>

Event	Timeframe	Person(s) Assigned
<p>VII. Support to the Township Our Firm does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the Township. In addition, we constantly monitor recent events in the state and local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. Moreover, our letter of recommendations each year will alert the Township to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the Township.</p>	Continuous	This phase would be completed by the engagement partner.

In future years, we would develop a similar plan and timeframe with the assistance of the Township to ensure the timely identification and resolution of any critical accounting and auditing issues prior to the issuance of our opinion and the annual financial report. These completion dates are well within the deadlines established by the Township. We have a proven track record of meeting and exceeding deadlines established by our clients.

Identification of Potential Audit Problems

Our Firm’s approach to resolving any problems that arise during the audit is the same as our overall approach to the audit, professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the Township Administrator. The timing of this discussion will provide the Township with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to the Board or the appropriate level as defined in our professional standards.

Our Firm’s philosophy on additional fees and/or billings is based on an understanding between the Firm and the client of the scope of the work to be performed. We have proposed a “not-to-exceed fee” for the audit, the scope and timing of which was specified by the Township. The billings for the audit would not exceed this fee unless the Township specifically requests that the scope of the engagement be expanded and the Township and the Firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Similar Engagements with Other Governmental Entities

Following is a list of significant engagements performed last year which are similar to the engagement proposed for the Township.

<u>Name</u>	<u>Contact</u>
Campton Township 4N498 Town Hall Road St. Charles, Illinois	Ms. Louise McKay (630) 377-5705
Hampshire Township 100 Center Street Hampshire, Illinois	Mr. Roger Paddock (847) 683-4480
Oak Park Township 105 South Oak Park Avenue Oak Park, Illinois	Mr. Andy Williams (708) 383-8005

Additionally, we audit over 200 governmental entities out of our Aurora, Illinois office.

MILBURN CAIN & CO.
A PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS
4237 GROVE AVENUE
GURNEE, ILLINOIS 60031
—
PHONE: (847) 336-6455
FAX: (847) 336-9594

HANOVER TOWNSHIP
PROPOSAL FOR PROFESSIONAL AUDIT SERVICES
FOR THE FISCAL YEARS ENDING IN
2011, 2012 AND 2013

Submitted To:

James C. Barr, MPA, SPHR
Administrator

Submitted By:

Milburn Cain & Co.
4237 Grove Ave.
Gurnee, IL 60031

Contact:

M. David Cain, Sr.
1-847-336-6455
1-847-336-9594 - Fax
dcain@milburncain.biz

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PHONE: (847) 336-6455
FAX: (847) 336-9594

April 28, 2011

James C. Barr, MPA, SPHR
Hanover Township
250 S. Route 59
Bartlett, IL 60103

In response to Hanover Township's inquiry, we transmit herewith Milburn Cain & Co.'s audit services proposal for the years which end on March 31, 2011, 2012 and 2013. In the following pages and the appendices thereto we have addressed Milburn Cain & Co.'s qualifications, experience, staffing, and proposal.

Having served other townships for many years, we are anxious to establish a professional relationship with Hanover Township. Accordingly, we are proposing to perform the three year's engagements for the same annual fee, namely \$11,000 per year. We believe this proposal is favorable both to the Township and to our firm. Milburn Cain and Co. will have the assurance of a continued relationship for the next three years and the Township will have the guarantee of continuity and no fee increase for that period. Alternatively, should the Township wish to engage our firm for only the first year, the fee will still be \$11,000.

Because we are assigning personnel to the engagement who have worked with townships in the past, their familiarity with township operations will save management's time.

M. David Cain, Sr. and Lawrence E. Kreuzscher are authorized to answer questions concerning this proposal and to make representations on behalf of Milburn Cain & Co. Their contact information is listed below:

M. David Cain, Sr. I-847-336-6455 dcain@milburncain.biz	Lawrence E. Kreuzscher 1-847-336-6455 larryk@milburncain.biz
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We thank you for the opportunity to submit this proposal and trust that we will be able to establish a professional relationship with Hanover Township.

Sincerely,



M. David Cain, Sr.
MILBURN CAIN & CO.
Certified Public Accountants

General Requirements

Our proposal for audit services provides information covering a number of characteristics of interest to those considering the proposal. Generally, these characteristics cover such matters as the qualifications of the firm; the experience and qualifications of the firm's staff, and the firm's approach to this type of audit.

Independence

Milburn Cain & Co. and its staff are independent of Hanover Township. Neither the firm nor its employees are related to the Township or its employees. Independence is defined by the high standards of the American Institute of Certified Public Accountants Code of Professional Ethics.

License to Practice in Illinois

Milburn Cain & Co. is licensed by the State of Illinois Department of Financial and Professional Regulation as a Registered Professional Service Corporation. License No. 060-001071. The firm is also licensed as a Public Accountant Continuing Professional Education Sponsor. License No. 158-000189.

Individual Public Accounting Licenses are held by:

M. David Cain, Sr.	065-006275
M. David Cain, Jr.	065-015557

Firm Qualifications and Experience

Size of Firm	5 Professionals; 1 Administrative Staff
Size of Audit Staff	5 Professionals
Office Location	4237 Grove Avenue, Gurnee, IL 60031

Number and Nature of Staff Assigned to Engagement

M. David Cain, Sr.	1	Partner
Lawrence E. Kreuzer	1	Manager
Michael S. Hedden	<u>1</u>	Staff Auditor

3

External Quality Control Review (See Report at Appendix A)

In addition to the formal Quality Control Review which the firm undergoes once every three years, the firm voluntarily employs another CPA firm to perform an annual inspection in each of the other two years. The interim inspections may be performed by the firm's own staff; however, Milburn Cain & Co. feels there is a greater benefit if the inspection is performed independently.

Any Federal or State Desk or Field Reviews

Milburn Cain & Co. is aware that some of its audits of Federal Grants have been the subject of regulatory agency desk reviews. The firm is not aware of all such reviews as it is not always informed of them. No record of known reviews is maintained as there are no unresolved questions which have arisen from them.

There have been no field reviews of any of our audits.

Disciplinary Action - Last Three Years

Neither the firm nor its partners and staff have ever been the subject of disciplinary action.

Pending or Preceding Litigation

None.

Partner, Supervisory and Staff Qualifications and Experience

Partners, Managers and Staff Assigned

M. David Cain, Sr.	Partner
Lawrence E. Kreuscher	Manager
Michael S. Hedden	Audit Staff

Others Available if Needed:

M. David Cain, Jr.	Partner
Cheryl A. Kellerhals	Manager

Resumés for those listed here, together with background and experience, are attached at Appendix B.

Government Auditing Experience

The firm has more than 30 years of experience auditing governmental and not-for-profit entities. Experience of the individual staff members is a part of each person's resumé found at Appendix B. All individuals (except for one) have more than 10 years of experience. Michael Hedden is in his third year of auditing.

How Staff Qualifications Are Assured

Each partner or staff member is required to earn a minimum of 40 hours of Continuing Professional Education (CPE) credits each year. Because Milburn Cain & Co. specializes in auditing, most of the CPE credits are earned in courses and seminars designed to enhance the staff's knowledge of governmental and not-for-profit accounting and auditing.

In addition to earning CPE credits, the work of each person is subjected to review and guidance from supervisors and partners.

Finally, contracting for inspections and quality review with another firm provides criticism, support and guidance at each staff and partner level.

Use of Consultants

In the event audit engagements present complex professional questions, the partners and staff have access to highly-qualified experts. Such persons are selected for their knowledge and experience in the matters for which they are consulted. They do not conduct or participate in any audit engagement.

Similar Engagements With Other Governmental Entities

We have provided a list of a selected number of our governmental clients at Appendix C. All of those listed are townships which utilize fund accounting and report in accordance with GASB 34.

Over the years we have assisted a number of clients with submissions to either GFOA or ASBO in their attempts to receive an award for excellence in financial reporting. The success rate for our clients has been 100%.

Audit Approach

Milburn Cain & Co.'s approach to auditing is both risk-based and thorough. The firm's objective is to select and test those portions of the financial statements and operations where the risk of material misstatement is high. However, this focus is supplemented by the inclusion of certain procedures designed to verify that selected audit areas where risk is not deemed to be high are nevertheless subject to some verification.

An outline of a typical audit approach is provided at Appendix D.

The All-inclusive Maximum Fee

Milburn Cain & Co. has provided accounting, audit and GFOA assistance to other governmental entities for many years. In most instances, these engagements have been for one year at a time. Given the opportunity to contract with the Township for a three-year period, the firm is willing to commit to a fee schedule we believe is favorable to Hanover Township. Accordingly, we are proposing a fixed fee of \$11000 for each of the three years.

It is our understanding that the Township will submit adjusted working trial balances for us to begin our audit in accordance with representations made by James Howard during our visit on April 27, 2011.

The fee quoted is based on the assumption that the Township will not be required to undergo an audit of Federal Programs under OMB A-133 or be required to undergo any special audit reporting under a State or Corporate Grant Program. Should such additional auditing and reporting be required, we would discuss the fee with management before undertaking the work.

Rates For Additional Professional Services

Should the Township require accounting, audit or consulting services which are not included in the scope of this proposal, fees would be based on the current hourly rates as follows:

Partners	\$160
Managers	\$140
Staff	\$100

Milburn Cain & Co. will hold these rates the same for the entire three-year period covered by this proposal, regardless of any changes in rates charged to other clients.

Manner of Payment

Milburn Cain & Co. would bill for its annual audit fee in two stages as follows:

Upon Completion of Fieldwork	\$	6,000
Upon Delivery of the Final Reports	\$	5,000

It is expected that our fees would be paid in the normal bill-paying cycle of about 30 days after the month in which our statement is rendered.

Objectives

Milburn Cain & Co's audit approach is a combination of risk-based auditing and verification of accounts and procedures (though deemed to be low-risk) the firm feels should be subject to audit testing. These objectives are reflected in the firm's audit programs and procedures.

Milburn Cain & Co.'s audit approach is outlined below:

1. Obtain from the Township copies of any internal manuals dealing with internal control matters and obtain oral information concerning division of duties among personnel and a description of procedures which may not be outlined in the Township's documents. Information obtained will be used to update and expand internal control files.
2. Review the Township's prior year financial statements and obtain a trial balance report for the current year.
3. Using data obtained in steps 1 and 2 assess the areas of audit risk and plan audit procedures which will reduce assessed risk to a relatively low level.
4. Develop an audit program which incorporates the procedures noted in step number 3 and add them to standard procedures which Milburn Cain & Co. employs for its audit clients.
5. Execute the audit program and evaluate the results of audit testing. Standard procedures employed will include:
 - a. Confirmation of cash and investment balances and testing of interest earned on investments.
 - b. Obtaining information concerning property tax revenues, state and federal aid from a variety of outside sources and comparing the information obtained with amounts shown on the Township's general ledger.
 - c. Using internal control information obtained as part of the previous steps focus on and test certain of the Township's revenues which are collected directly such as registration fees and other student and local revenues.
 - d. Test payrolls to determine if employees are being paid at the correct rates of pay and that various employment tax returns and payments are being administered as required.
 - e. Test payments to vendors to determine that such payments are supported by appropriate documentation; appear to have been charged to the correct expense accounts and that the services and goods received are consistent with education.
 - f. Review contracts, documents and board minutes and test selected items noted therein to the Township's accounting records.
 - g. Perform an analytic review of the completed financial statements and obtain explanations for significant fluctuations.
6. Draft or review drafts of the Township's financial statements and test their conformity to Generally Accepted Accounting Principles.

7. Discuss results of the audit with the Township's management and the Board.
8. Issue Reports.

MILBURN CAIN & CO.

LIST OF SELECTED AUDIT CLIENTS

2010

Name, Address, Contact and Phone Number	Scope	No. of Years	Reason For Inclusion
New Trier Township 739 Elm St. Winnetka, IL 60093-2566 Contact: Diane S. Tye Phone: 847-446-8253	GAAP Financial Statements GASB 34 Audit	5	Cook County Township Food pantry
Northfield Township 3801 W. Lake Ave. Glenview, IL 60026-1295 Contact: Lucinda Fuller, CPA Phone: 847-724-8300	GAAP Financial Statements GASB 34 Audit	15+	Proprietary funds Three sewer systems Food pantry Former client - We last audited 2010
Libertyville Township 359 Merrill Ct. Libertyville, IL 60048 Contact: Kathleen M. O'Connor, Supervisor Pamela Milroy, Finance Director Phone: 847-816-6800	GAAP Financial Statements GASB 34 Audit	10+	Parks Highways Open space Food pantry
Schaumburg Township One Illinois Rd. Hoffman Estates, IL 60169 Contact: Rich Osten, CPA Phone: 847-285-4599	GAAP Financial Statements GASB 34 Audit	1	Cook County Township Component Unit
Three other smaller townships in McHenry County	2 Audited 1 Compiled		



Where Great Service Happens!

Supervisor
Brian P. McGuire

Clerk
Katy Doian Baumer

Assessor
Thomas S. Smogolski

Highway Commissioner
P. Craig Ochoa

Collector
Frank Liquori

Trustees
Mary Alice Benoit
William T. Burke
Howard Krick
Sandra Westlund-Deenihan

Director
John J. Parquette, LCSW

Youth and Family Services

COMMITTEE ON YOUTH MINUTES April 25, 2011

1. Call to Order: The regular meeting of the Hanover Township Committee on Youth was called to order at 7:00 pm by Madam Chairwoman Dawna Watson, April 25, 2011 at Hanover Township Youth and Family Services, 250 South Route 59, Bartlett, IL.
2. Members present: Trustee Mary Alice Benoit, Officer Rob Wojtowicz, Nicole De Falco, Katelyn Mucci, Jenna Szabo, Dawna Watson, Ed Burnham, Fernando Collazo
Staff present: Director John Parquette, Tom Kuttentberg
Member absent: na
Guests present: na
3. Approval of Agenda: motion to approve and seconded to approve the meeting Agenda.
4. Approval of Minutes: motion to approve and seconded to approve the minutes from March.
5. Public Comments: nothing at this time
6. Liaison Report:
 - Annual Township Meeting on 4/12/2011. COY is the only committee that submitted a report (regrettably last year's photo was used)
7. Youth and Family Services Department Report:
 - Report submitted via email. See addendum to minutes.
 - Saturday 4/30/2011 at 11 am there's a ribbon cutting at Kiddie Corner park—it is the park that NLU adopted; at noon there's a celebration Galto's grand opening and they'll make a donation at the end of the day to YFS
 - May 3 for Principal of the Year (5:30-7:00pm) and May 17 for the Youth Leadership Banquet (5:00-7:00pm)
 - Student Government Day is 5/11/2011 with Streamwood HS
 - Presented Alternative to Suspension Program to U-46's PBIS Committee Alliance Group (versions of it are at Canton, Streamwood HS, and Tefft). The program will be modified to help with in-school suspension due to low referrals.

8. Sub-Committee Reports

- *Principal of the Year*
 - a. May 3, 2011 in Senior Center Veterans Hall
 - b. Ensure John Coyle is available for new date
 - c. Director Parquette coordinated American Cuisine out of Elgin to cater
 - d. Staff at Sunnydale put together a PowerPoint presentation to honor the Principal Lockwald; Principal Lockwald has already invited friends and family
 - e. Trustee Benoit will introduce COY, then COY—Mission Statement, ask Last Year's Winner to join us in presenting the 2011 Principal of the Year Award, Sunnydale presentation, then John introduces Dr. Torres for closing comments, John will close
 - *Fundraising Update*: waiting to hear from Nicodino's regarding the total from the fundraising event.
 - *Youth Leadership Banquet*
 - a. May 17 for Leadership Banquet
 - b. We only have three nominations so far; so we're extending the deadline until Friday
 - c. Director Parquette will send an email alerting the schools etc. to the extended deadline and need for nominees
 - d. Options—we can do a special meeting for decisions on Tuesday 5/3 after the Principal of the Year Banquet.
9. Unfinished Business
- NA
10. New Business
- Youth Leadership Nomination Application Approval—postponed until 5/3/2011.
11. Adjourn: It was moved and seconded to adjourn the meeting at 7:42pm.
Motion Carried.

Next official meeting: Monday May 23, 2011.

Respectfully Submitted,



Nicole De Falco

Addendum
Hanover Township Youth and Family Services
Committee on Youth Report
April 25, 2011

Department Highlights

- The Committee on Youth selected the 2011 Principal of the Year, Denise Lockwald, Principal of Sunnydale Elementary School, Streamwood, IL. A reception in Ms. Lockwald's honor will be held on Tuesday, May 3, 2011, 5:30PM-7:00PM, Veteran's Hall.
- Met with the School District U-46 PBIS team to present services offered by Hanover Township.
- Met with President Roth and Chief Popp from the Village of Streamwood to discuss a possible partnership with a Peer Jury Program.
- Met with Principal Smiley at Tefft Middle School to partner with the Alternative to Suspension Program.
- Presented Hanover Township Youth and Family Services Alternative to Suspension Program at the School District U-46 PBIS Community Alliance Meeting.
- Held AITCOY Executive Meeting to make plans for TOI's Annual Conference.
- Submitted application for a Mental Health Board Challenge Grant.
- Conducted first round interviews for family therapist positions.
- Hired Alejandra Chacon for the Prevention Specialist position.

DEPARTMENT OF YOUTH AND FAMILY SERVICES



Report for May, 2011

Department Highlights:

- Department received notice that the Village of Streamwood is not interested in partnering with Youth and Family Services and the Village of Bartlett for a Peer Jury Program.
- Currently developing a summer Alternative to Suspension Program for those students who are identified by Middle and High Schools as needing structure and opportunities for pro social development.
- Deanna Aister, Outreach Services Coordinator, will be transferring over to a Family Therapy position once her current position is filled. Currently conducting first round interviews.
- Completed search for a Bilingual Family Therapist. Julie Feldman, MSW will be joining the Department in June.
- Held meetings with John Heiderscheidt, School District U-46 Safety Coordinator, to review data on suspensions, truancies, drop outs, and class failure rates at Township Middle and High Schools.
- John Parquette, LCSW, participated at School District U-46's Principal for the Day. He shadowed Jeff Smith, Principal at Canton Middle School.
- Galto's Hot Dogs, Streamwood, held a fundraiser for Youth and Family Services on April 30, 2011.
- The Hanover/Schaumburg Townships Youth Services Planning Board has decided to decline to engage in a FY 2012 contract with the State of Illinois for Comprehensive Community-Based Youth Services for YSA #46 due to State budget cuts and costs for administering the contract.
- Parenting classes will be offered at Parkwood Elementary School.

Youth & Family Services Mission Statement:

The mission of Hanover Township Youth and Family Services is the prevention of juvenile delinquency and the promotion of positive development in young people. This is accomplished by providing services which help to strengthen families, to provide outreach to children and teens at risk of school failure and delinquency, and to contribute to the building up of a healthier community for all Township youth.

Hanover Township Senior Citizens' Services Committee Meeting Minutes
Monday, May 9, 2011–3:00 p.m.

- I. Call to Order and Pledge of Allegiance: Meeting called to order by Chairperson Opal Waldman who led the group in the Pledge at 3:00 p.m.
- II. Roll Call conducted by Secretary, Patti Loomis
 - A. Joe Cesarz, Kathleen Donaldson, George Hough, Jan Klee, Larry Zisman, Patti Loomis, Peggy Reinhardt and Opal Waldman. Absent: Gloria Cotton. Also present were: Rosemarie Bart, Charlene Ahlin, Regina Cheng, Katie Starkey, Barbara Kurth Schuldt, Tracey Colagrossi, Carol Lutzow and Trustee Howard Krick.
- III. Acceptance of Minutes of April 11, 2011
 - A. Motion to accept the minutes made by Peggy Reinhardt and seconded by Kathleen Donaldson. Motion passed.
- IV. Treasurer report given by Joe Cesarz
 - A. Motion to accept the treasurer report made by Jan Klee and seconded by Larry Zisman. Motion passed.
- V. Chairpersons Report
 - A. It was decided to have a workshop before the next Senior Committee meeting to give the new members time to review the by-laws and explain the duties of the officers, the budget and budget allocation. Jan Klee made a motion to have a workshop meeting at 1 p.m. on June 13th and Larry Zisman seconded the motion. Motion passed.
- VI. CNN
 - A. No report
- VII. Suggestions:
 - A. Have Bingo 5 days a week to get more people to come for lunch and other activities. This is not possible.
 - B. Have Bingo every Friday. We have movies on other Fridays.
 - C. Clean the carpets, need more bathroom paper in women's restroom when there are extra activities. People are leaving mugs on tables. This will be taken care of. People should read the signs about using the mugs and put the used mugs in the bins on the cart.
 - D. Attendance; no control, some people rattle on, meeting is too late, heavy traffic at 3 p.m., boring, very little is accomplished. A motion was made by Joe Cesarz that unsigned suggestions not be read. Jan Klee seconded the motion. Motion passed.

- VIII. Board Meeting Update
- A. Howard Krick informed us that Bill 173 did not pass, thanks in part to a large response by seniors. It was suggested to have Senator Nolan come to the Senior Center for a breakfast and answer questions. Trustee Krick will discuss the idea with Supervisor McGuire.
 - B. The volunteer luncheon was great and a lot of fun.
- IX. Director Report:
- A. Passport to Wellness at the Streamwood Park District will be on Tuesday from 9:30 – 1 p.m. There will be 30 different screenings.
 - B. Accreditation process update.
 - C. Auxiliary Staff: Rich Aubert will update the web page and Ray Guimond will be working on a video.
 - D. When hired, the new program assistant is a full-time position that will include evening and Saturday hours.
 - E. The board accepted an increase for Dial-a-bus ride donations to \$1, which will take effect July 1, 2011.
 - F. Student Government Day is Wed. from 9 – 3 p.m. They will be working one on one with staff.
 - G. Relay for life is June 17 & 18.
 - H. Support our Troops Bash is June 10 & 11.
- X. New Business:
- A. Have an article in the next Club 59 highlighting the new vending machines with a picture and information about the snacks and pop.
 - B. Invite the manager of Burger King to a committee meeting to present him with an Appreciation Award Plaque.
 - C. A suggestion to have a router for Wi-Fi in the conference room off the dining room and another in the activity room.
 - D. Discussion about moving funds into a Money Market account. Chairperson Opal Waldman suggests this subject be added to the June Workshop agenda.
 - E. Information requested regarding a Variety Show in 2012, which is still under review by Program Manager Tracey Colagrossi.
- XI. Old Business
- A. A suggestion to have a router for Wi-Fi in the conference room off the dining room and another in the activity room. Will be installed 5/10/11.
- XII. Remarks from the Audience
- A. Joe Cesarz announced his 25th grandchild was born today.
- XIII. Adjournment
- A. Motion to adjourn was made by Patti Loomis and seconded by Jan Klee. Motion passed. Meeting was adjourned at 4:10 p.m.

Next Meeting Monday, June 13, 2011 at 3 p.m.
Meeting minutes submitted by Patti Loomis, Secretary