

DISTRIBUTION
County Board
County Clerk
County Administrator
Public Works

Agenda item # 66

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

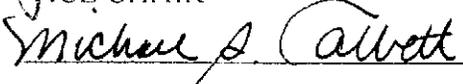
ADJOURNED REGULAR SEPTEMBER A.D., 2006 SESSION

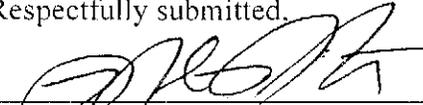
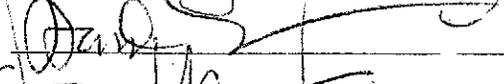
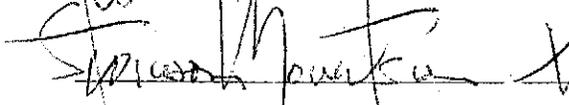
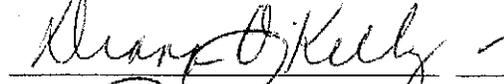
APRIL 10, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial and Administrative Committee present herewith a Joint Resolution authorizing execution of a Second Amendment to the Restated and Amended Agreement for Sewage Disposal with the Village of Grayslake; and request its adoption.

Respectfully submitted,

| | | |
|---|-----|-----|
|  | Aye | Nay |
| CHAIR | | |
|  | ✓ | |
| VICE CHAIR | | |
|  | - | |
|  | ✓ | |
| _____ | | |
| _____ | | |
| _____ | | |
| PUBLIC WORKS AND TRANSPORTATION COMMITTEE | | |

| | | |
|--|-----|-----|
|  | Aye | Nay |
| CHAIR | x | |
|  | | |
| VICE CHAIR | | |
|  | | |
|  | | x |
|  | ✓ | |
|  | - | |
|  | | |
| FINANCIAL AND ADMINISTRATIVE COMMITTEE | | |

RESOLUTION

WHEREAS, the County of Lake (County) owns and operates a regional sewer system that serves a number of municipalities in the Northeast Central Facilities Planning Area; and

WHEREAS, the County entered into an Amended and Restated Agreement for Sewage Disposal on March 8, 2005 and a First Amendment to the Restated and Amended Agreement for Sewage Disposal on August 9, 2005 with the Village of Grayslake (Village); and

WHEREAS, the County and the Village desire to enter into a second amendment to the restated and amended agreement for sewage disposal; and

WHEREAS, execution of a Second Amendment to the Restated and Amended Agreement for Sewage Disposal must be authorized by Resolution of this County Board.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chairman of the County Board and the Clerk of said County be and they are hereby authorized and directed to execute a Second Amendment to Restated and Amended Agreement for Sewage Disposal with the Village of Grayslake in substantially the attached form.

DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 10th day of April A.D., 2007.

**SECOND AMENDMENT TO RESTATED AND AMENDED AGREEMENT
FOR SEWAGE DISPOSAL**
(County of Lake, Illinois and Village of Grayslake, Illinois)

THIS SECOND AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL ("Second Amendment"), entered into this ___ day of _____, 2007, by and between the COUNTY OF LAKE, a body corporate and politic of the State of Illinois (the "County") and the VILLAGE OF GRAYSLAKE, an Illinois municipal corporation (the "Village"),

WITNESSETH:

WHEREAS, the County and the Village have entered into an Amended and Restated Agreement for Sewage Disposal, dated as of April 5, 2005 (the "Agreement"); and

WHEREAS, the County and the Village entered into a "First Amendment to Restated and Amended Agreement for Sewage Disposal" dated _____, 2005 relating to the extension of Sanitary Sewage Service to the Lake County Fairgrounds/Farm Bureau property (the "First Amendment"; collectively, the Agreement and the First Amendment shall hereinafter be referred to as the "Sewage Agreement"); and

WHEREAS, the Sewage Agreement establishes certain rights and duties of the parties, including the delivery of sewage from certain property within the Village of Grayslake Sewer Service Area into the County Sewerage System; and

WHEREAS, certain property in the vicinity of Rollins Road and U.S. Highway 45 in the Village and comprising approximately 231 acres, which property is depicted in Exhibit A-1 to this Amendment (the "Village of Grayslake Rollins Road Service Area"), is not currently receiving Sanitary Sewage Service from the County; and

WHEREAS, the Village desires to extend Sewer Service for the Village of Grayslake Rollins Road Service Area in accordance with the Agreement; and

WHEREAS, the County's Public Works and Transportation Committee has determined that, subject to the terms and conditions set forth in this Second Amendment, the extension of

Sanitary Sewer Service by the County to the Village of Grayslake Rollins Road Service Area pursuant to the Agreement is consistent with the "Considerations and Principles Relating to Intergovernmental Agreements for Sewer and Amendments to Existing Agreements"; and

WHEREAS, in light of the foregoing, the County and the Village desire to amend the Sewage Agreement to provide for Sanitary Sewer Service from the County to the Village of Grayslake Rollins Road Service Area, and the delivery of sewage from C into the County Sewerage System, as provided in the Agreement and subject to the terms and provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, it is hereby agreed as follows:

SECTION 1: General.

A. Recitals. The foregoing recitals are incorporated into, and made a part of, this First Amendment as if fully set forth.

B. Definitions. Unless specifically provided otherwise in this Second Amendment, the words and phrases used in the Second Amendment shall have the meanings ascribed to them in the Sewage Agreement.

C. Effect of Amendment. Except to the extent expressly modified in this Second Amendment, all terms, conditions, and provisions of the Sewage Agreement shall remain in full force and effect.

SECTION 2. Amendments to Article II of the Sewage Agreement. Article II of the Sewage Agreement, entitled "Definitions," shall be and is hereby amended as follows:

A. Amendment to Section 2.28. Section 2.28, entitled "Village of Grayslake Sewer Service Area," of Article II, entitled "Definitions," of the Sewage Agreement shall be and is hereby amended in its entirety so that such Section 2.28 shall hereafter be and read as follows:

2.28 **Village of Grayslake Sewer Service Area.**

Those areas located within the area depicted on Exhibit A to this Second Amendment to this Agreement that are either currently within the corporate limits of the Village or subsequently annexed to the Village (which areas include the "Additional Territory" defined in the First Amendment to this Agreement), as well as the Village of Grayslake Rollins Road Service Area.

B. Addition of Section 2.31. Article II, entitled "Definitions," of the Sewage Agreement shall be and is hereby amended by adding a new Section 2.31, which new Section shall be entitled "Village of Grayslake Rollins Road Service Area" and shall hereafter be and read as follows:

2.31 **Village of Grayslake Rollins Road Service Area.**

The area depicted on Exhibit A-1 to this Second Amendment to this Agreement that are either currently within the corporate limits of the Village or subsequently annexed to the Village.

SECTION 3. Provisions for, Conditions of, and Limitations on Service to the Village of Grayslake Rollins Road Service Area. In addition to the terms and conditions of the Sewage Agreement relating to the provision of Sanitary Sewer Service by the County to the Village and its Customers within the Village of Grayslake Sewer Service Area (as herein amended), the following provisions and limitations shall apply to the Village of Grayslake Rollins Road Service Area:

A. Eligibility for Sanitary Sewer Service. Subject to the extension of the Village Sewage Collection System without expense to the County and in accordance with the terms, conditions, and limitations of the Sewage Agreement (including payment of all applicable fees and charges), the County Sewer Ordinances, applicable state and federal laws and regulations, and the terms of this Second Amendment, Customers within the Village of Grayslake Rollins Road Service Area may obtain Sanitary Sewer Service from the County Sewerage System.

B. Limits of Connections within the Village of Grayslake Rollins Road Service Area.
The total amount of Sewage to be delivered from the Village of Grayslake Rollins Road Service

Area to the County Sewerage System shall not exceed 1,750 P.E., which Sewage flow shall be further limited as follows:

1. Non-Age-Restricted Residential Development. The total amount of Sewage delivered to the County Sewerage System from detached single family dwelling units in the Village of Grayslake Rollins Road Service Area that are not part of an age-restricted development ("Non-Age-Restricted Development Customers") shall not exceed 750 P.E., and shall be further limited as follows:
 - a. Not more than 90 P.E. shall be delivered, nor more than 25 detached single family dwelling units shall be connected, to the County Sewerage System from the Autumn Ridge Subdivision;
 - b. Not more than 490 P.E. shall be delivered, nor more than 138 detached single family dwelling units shall be connected, to the County Sewerage System from the Brookshire Estates Subdivision;
 - c. In addition to the Sewage flows from the Autumn Ridge and the Brookshire Estates Subdivisions, not more than 170 P.E. shall be delivered, nor more than 47 detached single family dwelling units shall be connected, to the County Sewerage System from the remainder of the Village of Grayslake Rollins Road Service Area;
 - d. No more than 210 Non-Age-Restricted Development Customers shall be permitted to connect to the County Sewerage System.
2. Remaining Customers. The total amount of Sewage delivered to the County Sewerage System from age-restricted residential units in the Village of Grayslake Rollins Road Service Area and from all commercial or office uses in the Village of Grayslake Rollins Road Service Area (the "Remaining Customers") shall not exceed 1,000 P.E.

C. Phasing of Customer Connections from the Village of Grayslake Rollins Road Service Area. In addition to the other limitations on connections from Customers in the Village of Grayslake Rollins Road Service Area, connections within the Village of Grayslake Rollins Road Service Area shall be limited so that not more than 580 P.E. shall be delivered to the County Sewerage System from Non-Age-Restricted Development Customers unless and until connections have been made to the County Sewerage System by Remaining Customers having a Sewage flow of at least 410 P.E. Nothing in this Subsection 3.C shall preclude the connection of the 580 P.E. from Non-Age-Restricted Development Customers from connecting before any Remaining Customers.; provided, however, that in no event shall any of the initial 580 P.E. from Non-Age-Restricted Development Customers be delivered from the Village of Grayslake Rollins Road Service Area unless such Customers are located within the areas identified in Section 3.B.1.a or 3.B.1.b of the Second Amendment.

D. School Contributions. The County's extension of Sanitary Sewer Service to Customers within the Village of Grayslake Rollins Road Service Area will enable properties within the Village of Grayslake Rollins Road Service Area to develop at greater intensities than would likely be feasible without such Sanitary Sewer Service. More intense development has a corresponding impact on the various infrastructure and governmental services that will be made available to the Customers of the County Sewerage System. In order to reduce adverse impacts that the extension of Sanitary Sewer Service is likely to have on school districts serving the Village of Grayslake Rollins Road Service Area, the Village and the County agree that the following additional conditions shall be satisfied as a pre-condition to occupancy of any dwelling unit within the Village of Grayslake Rollins Road Service Area that receives Sanitary Sewer Service:

1. Execution of Agreement to Make Contributions. Prior to receiving any permit for the connection of a dwelling unit to the County Sewerage System, the Customer shall be required to execute an agreement enforceable by the Village to make

the contributions required pursuant to this Subsection 3.D and not to challenge the imposition, collection, or use of such contributions. The form of such agreement shall be acceptable to the Village.

2. Issuance of Certificates of Occupancy. Prior to issuance of any temporary or final certificate of occupancy to any residential Customer within the Village of Grayslake Rollins Road Service Area, the Village shall collect from such Customer special school contributions as follows:

- a. School District 127. The special contributions to be made to the Village for the benefit of School District 127 shall be as follows:
 - i. Any Non-Age-Restricted Development Customer in the Autumn Ridge Subdivision or in the Brookshire Estates Subdivision shall deliver a special per dwelling unit contribution in the amount of \$1,105.00, as described in the letter agreements with School District 127 dated October 3, 2006 (attached to this Second Amendment as Exhibit B) or November 10, 2006 (attached to this Second Amendment as Exhibit C). In addition to this special contribution, the Non-Age-Restricted Development Customer shall make any payments or contributions provided in any annexation agreement in effect as of the date of this Second Amendment.
 - ii. Except as provided in Subsection 3.D.2.a.i, any new residential Customer in the Village of Grayslake Rollins Road Service Area shall pay a "transition fee" and "impact fee" in an amount not less than the amounts set forth in the chart attached to this Second Amendment as Exhibit D. The Village may increase its "impact fees" and "transition fees," and any Customer in the Village of Grayslake Rollins Road Service Area (except as provided in Subsection 3.D.2.a.i) shall be required to pay such increased fees as may be in force at the time of issuance of a certificate of occupancy to such Customer.
- b. School District 46. The special contributions to be made to the Village for the benefit of School District 46 shall be as follows:
 - i. Any Non-Age-Restricted Development Customer in the Autumn Ridge Subdivision or in the Brookshire Estates Subdivision shall deliver a special per dwelling unit contribution in the amount of \$1,645.75 as described in the letter dated September 18, 2006 (attached to this Second Amendment as Exhibit E). In addition, to this special contribution, the Non-Age-Restricted Development Customer shall make any payments or contributions provided in any annexation agreement in effect as of the date of this Second Amendment.

- ii. Except as provided in Subsection 3.D.2.b.i, any new residential Customer in the Village of Grayslake Rollins Road Service Area shall pay a "transition fee" and "impact fee" in an amount not less than the amounts set forth in the chart attached to this Second Amendment as Exhibit F. The Village may increase its "impact fees" and "transition fees," and any Customer in the Village of Grayslake Rollins Road Service Area (except as provided in Subsection 3.D.2.b.i) shall be required to pay such increased fees as may be in force at the time of issuance of a certificate of occupancy to such Customer.

Section 4. Challenges to Agreement; Interpretation; Severability.

A. Joint Defense. In the event that a third-party should make a claim or demand or file a suit challenging the provisions of this Second Amendment or the Sewage Agreement (a "Claim"), the Parties shall jointly defend themselves, each other, and this Second Amendment and the Sewage Agreement against such Claim, unless the Parties mutually agree to modify the Second Amendment or the Sewage Agreement in a manner that would negate the Claim.

B. Interpretation and Severability. It is the intent of the Parties that the Village of Grayslake Rollins Road Service Area be developed with uses consistent with the terms of this Second Amendment. It is the further intent of the County and the Village that this Second Amendment be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Second Amendment, the provision that best promotes and reflects the intent of the parties shall control. To the extent any provision of this Second Amendment is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Second Amendment shall not be affected thereby but shall remain in full force and effect. Notwithstanding the foregoing, to the extent that a Claim succeeds against the Parties that would permit the extension of Sanitary Sewer Service to development within the Village of Grayslake Rollins Road Service Area that is not consistent with the terms of this Second Amendment or without making any special contribution for the specified school district or otherwise be inconsistent with the terms or intent of this Second Amendment or the Sewage Agreement, then this Second Amendment shall be interpreted to

automatically excise the portion of the Village of Grayslake Rollins Road Service Area that is affected by such Claim from the depiction of the Village of Grayslake Rollins Road Service Area, and the Village of Grayslake Rollins Road Service Area will be reduced accordingly, and any provision of this Second Amendment or the Sewage Agreement to the contrary shall be deemed null and void.

SECTION 5. Exhibits. Exhibits A through F attached to this Second Amendment are, by this reference, incorporated into and made a part of this Second Amendment.

SECTION 6. Effective Date. This Second Amendment shall be in full force and effect from and after the date first noted above.

[END OF TEXT; SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the County and the Village have, by their duly authorized officers, set their hands and affixed their seals on the date first above written.

COUNTY OF LAKE

VILLAGE OF GRAYSLAKE

BY: _____
Chairman, Lake County Board

BY: _____
Village President

ATTEST:

County Clerk

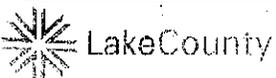
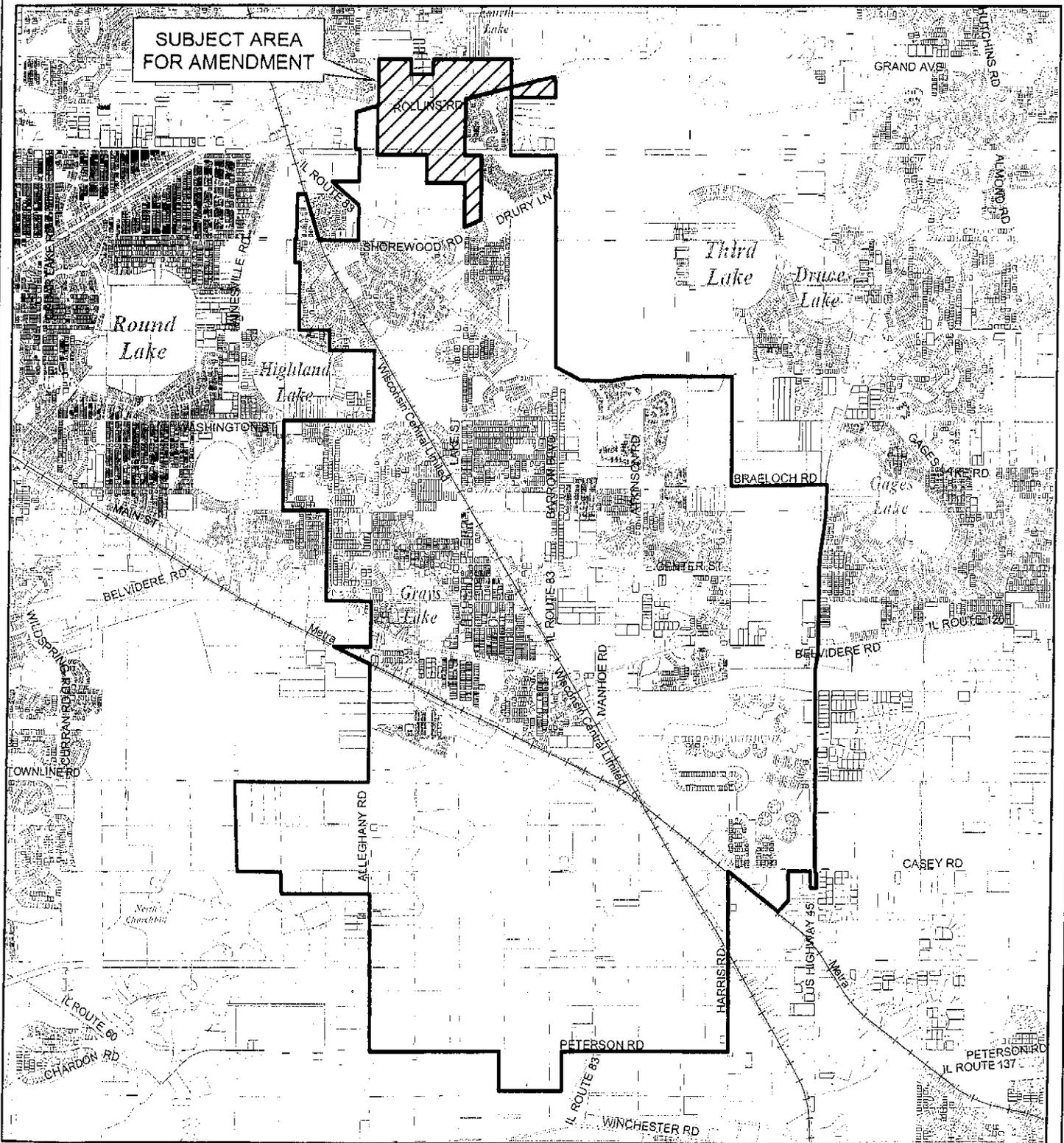
ATTEST:

Village Clerk

(SEAL)

(SEAL)

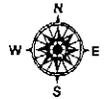
EXHIBIT A



Department of Public Works
650 West Winchester Road
Libertyville, Illinois 60048
(847) 377-7500
(847) 377-7173 FAX

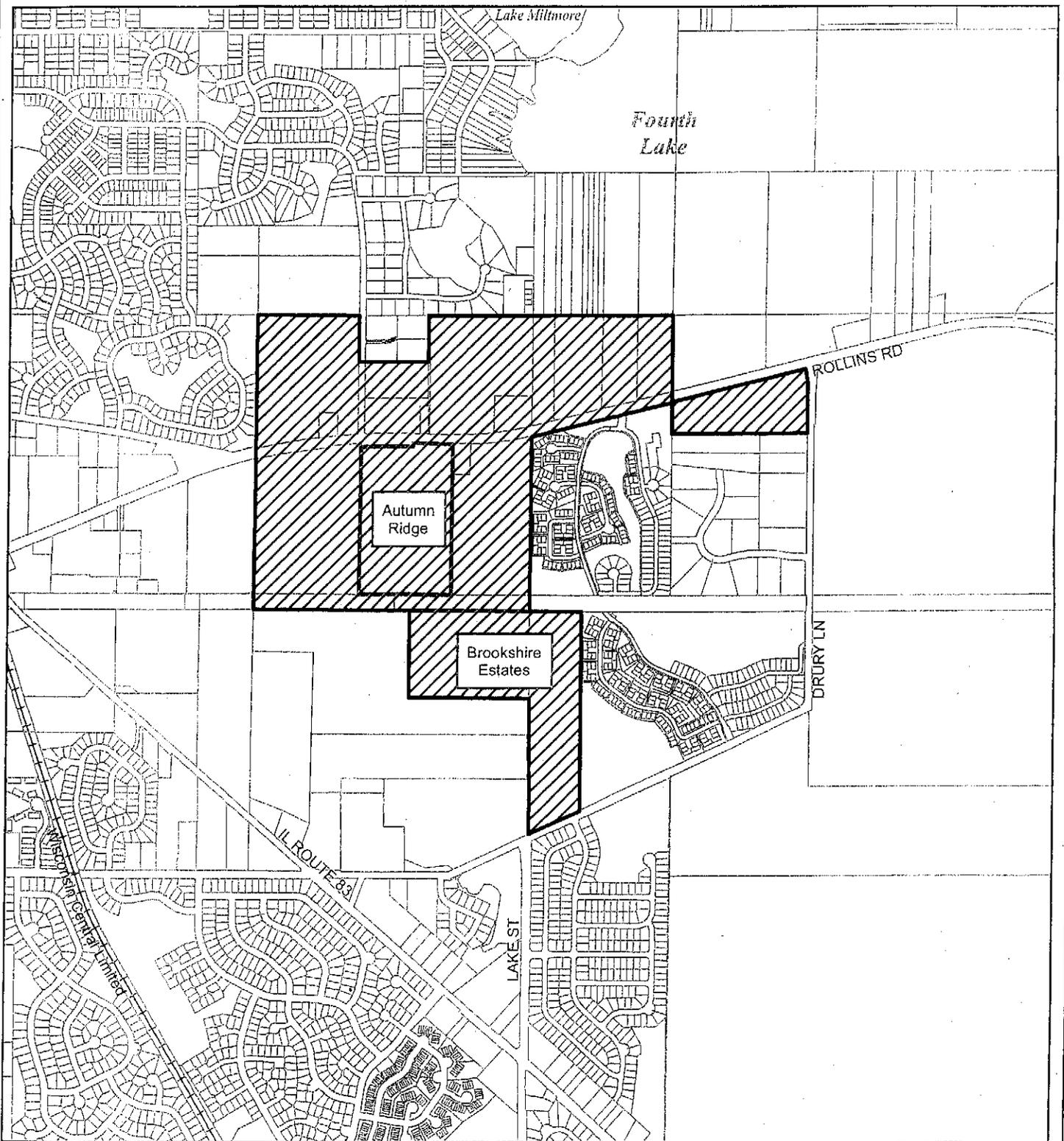
VILLAGE OF GRAYSLAKE SEWER SERVICE AREA

INCLUDING THE ADDITIONAL TERRITORY FROM THE FIRST
AMENDMENT AND THE VILLAGE OF GRAYSLAKE ROLLINS ROAD
SERVICE AREA



MARCH 2007

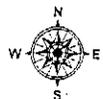
EXHIBIT A-1



Lake County
Department of Public Works
650 West Winchester Road
Libertyville, Illinois 60048
(847) 377-7500
(847) 377-7173 FAX

VILLAGE OF GRAYSLAKE ROLLINS ROAD SERVICE AREA

 Subject Area for Amendment



0 Miles 0.25


MARCH 2007

EXHIBIT B

10/3/06 Letter re: School Contributions to School District 127



Grayslake Community High School District 127

District Office
400 N. Lake Street
Grayslake, IL 60030

Phone: (847) 986-3400
FAX: (847) 281-6929
Website: WWW.D127.ORG

Michael G. Zalesk, Ed.D., Associate Superintendent for Business Services

(847) 986-3444

October 3, 2006

Mr. Peter Vadopalas
Land Entitlement Manager
Pulte Homes
2250 Point Boulevard, Suite 401
Elgin, IL 60123

Dear Mr. Vadopalas:

At its September 28, 2006 meeting, the District 127 Board of Education approved the following Impact and Lag Time Fees for Pulte Home Corporation's "Brookshire Estates" development for a total of \$3,498.56 per unit:

- \$ 857.56 Impact fee due upon issuance of a building permit for each residential dwelling unit
- 1,536.00 Impact fee due upon issuance of a certificate of occupancy
- 1,105.00 Lag time fee due upon issuance of a certificate of occupancy

Enclosed is a fully executed copy of your September 18, 2006 proposal. District 127 wishes you great success on the Brookshire Estates development.

If you have any questions or concerns, please contact me at (847) 986-3444.

Very truly yours,

Michael G. Zalesk, Ed.D.
Associate Superintendent for Business Services

pp

Enclosure

c: D. Oberg, Coordinator of Business Services

EXHIBIT C

11/10/06 Letter re: School Contributions to School District 127



State of Ohio
Department of Education
100 East Town Street
Columbus, Ohio 43260-1199
Phone: (614) 467-3300
Fax: (614) 467-3301
www.ohio.gov

Michael G. Zelek, Ed.D., Associate Superintendent for Business Services

(847) 986-3444

November 10, 2006

Mr. Gregory Waller, President
Campus Investments
8650 Lavelle Road
Athens, OH 45701

Dear Mr. Waller:

At its November 9, 2006 meeting, the District 127 Board of Education approved the following Impact and Lag Time Fees for Campus Investments' "Autumn Ridge" development for a total of \$3,422.53 per unit:

- \$ 892.86 Impact fee due upon issuance of a building permit for each residential dwelling unit
- 1,424.67 Impact fee due upon issuance of a certificate of occupancy
- 1,105.00 Lag time fee due upon issuance of a certificate of occupancy

Enclosed is a fully executed copy of your October 13, 2006 proposal. District 127 wishes you great success on the Autumn Ridge development.

If you have any questions or concerns, please contact me at (847) 986-3444.

Very truly yours,

Michael G. Zelek, Ed.D.
Associate Superintendent for Business Services

pp

Enclosure

c. D. Oberg, Coordinator of Business Services

EXHIBIT D
School District 127 Contribution Chart

GRAYSLAKE COMMUNITY HIGH SCHOOL DISTRICT 127

DEVELOPER DONATION FEES
Transition and Impact Fees

Board of Education Approved as of October 26, 2006

| | Apartments | | Condos/Townhouses | | | Attached Single Family | | | | | Detached Single Family | | | | | |
|----------------|--------------|--------------|-------------------|--------------|--------------|------------------------|--------------|--------------|--------------|--------------|------------------------|--------------|--------------|--------------|--------------|--------------|
| | 2 bedroom | 3 bedroom | 2 bedroom | 3 bedroom | 2 bedroom | 3 bedroom | 4 bedroom | 5 bedroom | 2 bedroom | 3 bedroom | 4 bedroom | 5 bedroom | 2 bedroom | 3 bedroom | 4 bedroom | 5 bedroom |
| Transition Fee | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 | \$1,600 |
| Impact Fee | \$897 | \$1,839 | \$794 | \$1,549 | \$1,600 | \$1,600 | \$2,140 | \$2,140 | \$1,600 | \$1,600 | \$2,140 | \$2,140 | \$1,600 | \$2,425 | \$3,720 | \$3,720 |
| Total Fees | \$2,497 | \$3,439 | \$2,394 | \$3,149 | \$3,200 | \$3,200 | \$3,740 | \$3,740 | \$3,200 | \$3,200 | \$4,025 | \$4,025 | \$3,200 | \$4,025 | \$5,320 | \$5,320 |

Prepared by Michael G. Zelek, Ed.D. 10/19/06

EXHIBIT E

9/18/06 Letter re: School Contributions to School District 46



September 18, 2006

Mr. Daniel J. Aggen, CSBO
Assistant Superintendent of Finance and Technology
Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60030

Dear Mr. Aggen:

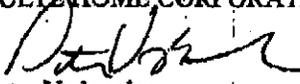
As you know, the Village of Grayslake approved a development plan for "Brookshire Estates", a 138 unit subdivision Pulte plans to construct on Rollins Road. The annexation agreement for this subdivision was approved April 15th, 2003.

Among the fee obligations made part of this annexation agreement, Pulte Homes is obligated to contribute to School District 46 a total of \$1,543.48 upon issuance of a building permit for each residential dwelling unit, and an additional \$3,072.00 upon issuance of a certificate of occupancy for each residential dwelling unit.

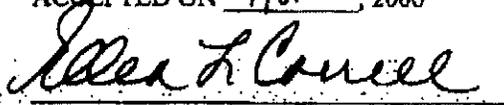
We now propose to voluntarily contribute an additional fee payment to School District 46, payable at issuance of a certificate of occupancy, in the amount of \$1,645.75 per dwelling unit at Brookshire Estates. This would effectively increase the total payment due at occupancy permit to \$4,717.75 per home.

If our proposal to pay this additional fee is acceptable to the School District, please indicate so by executing this letter below.

Sincerely,
PULTE HOME CORPORATION


Peter Vadopalas
Land Entitlement Manager

ACCEPTED ON 9/22, 2006


Signature

Ellen L. Corred, Superintendent
Printed Name and Title

Pulte Home Corporation
2250 Point Boulevard, Suite 401
Egin, Illinois 60123
847-841-3500 847-783-0145 (Fax)
www.pulte.com

EXHIBIT F
School District 46 Contribution Chart

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46

RECOMMENDED DEVELOPER DONATION FEES

AS OF JANUARY 2007

| | Apartments | | Condos/Townhomes | | Attached Single Family | | | | | Detached Single Family | | | | |
|------------------------|------------|-----------|------------------|-----------|------------------------|-----------|-----------|-----------|-----------|------------------------|-----------|-----------|--|--|
| | 2 Bedroom | 3 Bedroom | 2 Bedroom | 3 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom | 5 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom | 5 Bedroom | | |
| Lag Time Fee | \$3,120 | \$3,120 | \$3,120 | \$3,120 | \$3,120 | \$3,120 | \$3,120 | \$3,120 | \$3,120 | \$3,120 | \$3,120 | \$3,120 | | |
| Impact Fee | \$1,749 | \$3,586 | \$1,548 | \$3,021 | \$3,120 | \$3,120 | \$4,173 | \$4,173 | \$3,120 | \$4,729 | \$7,254 | \$7,254 | | |
| Total Recommended Fees | \$4,869 | \$6,706 | \$4,668 | \$6,141 | \$6,240 | \$6,240 | \$7,293 | \$7,293 | \$6,240 | \$7,849 | \$10,374 | \$10,374 | | |

Monday, December 18, 2006