

Agenda Item #

75

DISTRIBUTION  
County Board  
County Clerk  
County Administrator  
Public Works

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER A.D., 2007 SESSION

NOVEMBER 13, 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 an Intergovernmental Agreement with the Village of Wauconda relative to providing certain sewer facilities to certain unincorporated territory (Spencer Highlands, Elmcrest); and request its adoption.

Respectfully submitted,

<u>Debra O'Kelly</u>	Aye	Nay
CHAIR	✓	
<u>David S.</u>	✓	
VICE CHAIR		
<u>Michael A. Calvert</u>	✓	
<u>Sam B. Maize</u>	✓	
<u>Cherese Douglas</u>	✓	
<u>Susan L. Braverman</u>	✓	

<u>[Signature]</u>	Aye	Nay
CHAIR	X	
<u>Ames Flair - Sci</u>	✓	
VICE CHAIR		
<u>David J.</u>	✓	
<u>Simon Mautner</u>	X	
<u>Debra O'Kelly</u>	✓	

PUBLIC WORKS AND TRANSPORTATION COMMITTEE

FINANCIAL AND ADMINISTRATIVE COMMITTEE

## RESOLUTION

WHEREAS, the Village of Wauconda (Village) owns and operates a municipal sewer system both within and without its municipal boundaries; and

WHEREAS, a need has arisen for sewer service in certain unincorporated territory adjacent to, and near, the Wauconda municipal boundaries and no similar services are available to fulfill the need; and

WHEREAS, the County does not now have available a sewer system to service the area; and

WHEREAS, in order to most effectively and efficiently provide public sewer service to the area in a reasonably prompt period of time, the Village is undertaking to extend their public sewer system to the unincorporated area; and

WHEREAS, an Intergovernmental Agreement has been prepared that sets forth the rights, responsibilities and obligations of each party; and

WHEREAS, execution of an Intergovernmental Agreement must be authorized by Resolution of the County Board.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the County Board and the Clerk of said County be and they are hereby authorized and directed to execute the Intergovernmental Agreement, substantially in the form attached hereto, with the Village of Wauconda to provide sewer service to certain unincorporated territory.

DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 13th day of November, A.D., 2007.

***INITIAL REVISED DRAFT 11/12/07***  
***INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
WAUCONDA AND THE COUNTY OF LAKE, ILLINOIS RELATIVE TO  
PROVIDING CERTAIN SEWER FACILITIES TO CERTAIN UNINCORPORATED  
TERRITORY***

***THIS INTERGOVERNMENTAL AGREEMENT*** (this "Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, pursuant to the authority of the Illinois Constitution of 1970 and The Intergovernmental Cooperation Act, by and between the Village of Wauconda, an Illinois Municipal Corporation (hereinafter referred to as "Wauconda") and the County of Lake, Illinois (hereinafter referred to as the "County"):

***WITNESSETH:***

***WHEREAS***, Article VII, Section 10, of the Constitution of the State of Illinois of 1970, provides that units of local government may contract or otherwise associate among themselves to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities and 5 ILCS 220/1 et seq. further authorizes Intergovernmental Cooperation; and

***WHEREAS***, the Village of Wauconda owns and operates a municipal sewage collection and treatment system both within and without its municipal boundaries as part of its combined Waterworks and Sewage System as authorized by law under Division 139 of the Illinois Municipal Code (65 ILCS 7/11-139-1 et seq.); said system being subject to the environmental laws and regulations of the United States and the State of Illinois; and

***WHEREAS***, a need has arisen for a system of collection and treatment of sewage in certain unincorporated territory (hereinafter the "Subject Territory") adjacent to, and near, the Wauconda municipal boundaries and no similar services are available to fulfill the need; the Subject Territory being more particularly described below; and

***WHEREAS***, the County is authorized by law to provide sewage collection and sewage treatment and regulate the use thereof under the provisions of Division 5-15 of the Illinois Counties Code (55 ILCS 5/5-15001 et seq.); and

***WHEREAS***, the County does not now have available a sewage collection and disposal system capable of serving the Subject Territory; and

***WHEREAS***, in furtherance of its continuing efforts to enhance water quality and environmental conditions in Bangs Lake, the Village of Wauconda, by its Resolution adopted November 7, 2006, expressed its willingness to consider allocating sewage treatment capacity in its water reclamation plant for collecting, transmitting and treating the residential sewage flows from the Subject Territory; and thereby eliminate the use of

private septic systems in the Subject Territory which lies, in substantial part, adjacent to the shores of Bangs Lake; and

**WHEREAS**, in order to most effectively and efficiently provide sewage collection and sewage treatment to the Subject Territory in a reasonably prompt period of time, Wauconda is hereby undertaking to make available its sewage collection and sewage treatment system for residential uses to the existing residents of and, under the conditions below, to new residential customers within the Subject Territory connecting to Wauconda's collection mains within the Subject Territory; and

**WHEREAS**, Under 65 ILCS 5/11-139-8 Wauconda may make and enforce all needful rules and regulations for, among other things, the construction, extension management and maintenance of its combined waterworks and sewerage systems and the County, under 55 ILCS 5/5-15011 and 5/5-15021+, may establish rules and regulations governing the installation, maintenance and operation of its ~~waterworks~~sewered properties; and

**WHEREAS**, the Parties hereto understand and agree that in order to make it feasible to provide sewage collection and sewage treatment facilities and services to the Subject Territory, funds for the design and construction thereof must be obtained from sources other than the general or special funds and accounts of the Parties; and

**WHEREAS**, the County is in the process of establishing its Special Service Area Number Thirteen (SSA #13) for the Subject Territory in order to obtain Special Service Area financing to pay for the design, installation and other relevant costs of providing the special services to the Subject Territory, all as provided in the County's Ordinance Proposing Special Service Area Number Thirteen; and

**WHEREAS**, it has been determined by the respective governing boards and/or corporate authorities of Wauconda and the County that this Agreement is in the best interests of each of said governmental units; and

**WHEREAS**, Wauconda and the County have by appropriate action of their respective governing boards and/or corporate authorities; taken all preliminary and lawful action necessary to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the recitals hereinabove set forth, it is hereby agreed between Wauconda and the County as follows:

## **ARTICLE I**

### **RECITALS INCORPORATED**

- 1.01. The parties hereto find that the recitals to this Agreement are true and correct and that each of the foregoing recitals is hereby incorporated herein the same as if each had been set forth in its entirety in the body of this Agreement.

## ARTICLE II

### UNINCORPORATED TERRITORY TO BE SERVED:

- 2.01 The Subject Territory is described as follows:

That territory shown in the "Boundary Map" of Special Service Area Number Thirteen, a copy of which is attached hereto and incorporated herein as Exhibit "A", and those lots and tracts within the boundaries of SSA #13 as described on the attached "Exhibit "B."

- 2.02 For the duration of this Agreement and any extension thereof, and for the purposes set forth in this Agreement, and to the extent permitted under the Constitution and Statutes of the State of Illinois, the County does hereby authorize and transfer to Wauconda its authority and power to install, own, regulate, operate and maintain a system of sewage collection and ~~transmission~~transportation facilities within the Subject Territory.

## ARTICLE III

### SCOPE OF PROJECT AND SERVICE

- 3.01. Subject to the terms and conditions hereinafter set forth, and for the duration of this agreement, Wauconda will, subject to reimbursement of costs by the County as set forth herein at the County's sole cost, exclusively design and construct, or cause to be constructed, a system of sewer mains and related sewer facilities to the residential lots and tracts within the Subject Territory through a system of main line pipes, manholes, pumps, service stubs at each lot or tract and other appurtenances, all being tributary to and a part of the combined water and sewer system of Wauconda (the "Public Facilities"); and, to the extent ~~OPTION 1: Wauconda shall not be required to install the private services to the residences as a part of this project. OPTION 2: provided~~ the County timely provides to Wauconda adequate and proper written easements or licenses from the owners of record of the lots and tracts in SSA #13 which specifically generally identify the location of the service pipes to be installed on or before [a date certain] (or such later date as the County and Wauconda may mutually agree), and ~~provided further that the County pays to Wauconda a unit price of \$\$\$ \_\_\_\_\_ per FOOT ??? of service pipe installed,~~

install the private sewer service pipes from the public main sewer pipe to ~~such~~the existing private residences, and, seal or cause to be sealed the private septic tanks to be abandoned on such lots or tracts within the Subject Territory and restore the ground surface, vegetation and private improvements damaged by such service installations (together, the "Project") ~~In addition to the unit price for service installation stated above, the costs of restoration of the ground surface, vegetation and private improvements damaged by the service installations shall be paid by the County to the Village on a time and materials basis.~~ All work shall be in substantial compliance with the engineering plans to be prepared by Devery Engineering, Inc. (the "Plans"). A copy of the final engineering drawings shall be provided to the County for review and comment at 90% completion of such plans. ~~USE IF WAUCONDA TO PROVIDE SERVICES~~ As used in this paragraph, "timely providing" ~~of the easements or licenses shall mean before or while the contractor selected by Wauconda to perform the work of service installation is initially mobilized and on the project site to perform the work.~~ Wauconda shall not install private service lines to those residences in the Subject Territory whose owners have not provided to the County the required easements or licenses such that the County can not timely provide them to Wauconda within the time frame set forth above. The County shall require that the said easements or licenses shall provide that both Wauconda and the County shall be grantees or licensees thereunder. The County shall obtain Wauconda's approval of the form of the easement or license to be used in these regards. ~~If Wauconda is extending the private services to the residences as a part of this project, no service shall be extended unless or until the connection fee is fully paid and the impact fee is fully paid. If one or more of said fees are not paid by the time the contractor has left the project, Wauconda is under no further obligation to install the private services to those residences for which one or more of said fees are not paid.~~

3.02 It is agreed that the Plans may be modified as the Village deems necessary for the implementation of the Project so long as the scope of the Subject Territory to be served is not expanded, reduced or modified without the express written consent of the County and so long as such changes are reasonably necessary to effectuate the timely construction and delivery of the system as contemplated by this Agreement. Any modifications that require the consent of the County, including any expansion or modification of the Subject Territory, shall be reviewed by the County in a timely and expeditious manner. Upon completion of the Project, the Subject Territory shall not be expanded except upon the written consent of both the County and Wauconda. Any written request for the expansion or modification of the Subject Territory shall be reviewed by the other party in a timely and expeditious manner.

3.03 The Publicly-owned Facilities to be installed shall be in or upon permanent public easements, rights-of-ways, easements and/or real property obtained by, granted to, or permitted to Wauconda, and accepted by Wauconda for such purposes as will allow for the construction, operation, maintenance, replacement and expansion of

the installed Public Facilities. Wauconda shall be the sole owner of the Public Facilities installed within permanent public easements, rights-of-ways, easements and/or real property obtained by and/or granted to, and accepted by Wauconda for such purposes. The County agrees that if County highway right-of-way is available and needed for any aspect of said installations it will grant the necessary permits for the necessary installations in accordance with the Lake County "Highway Utility and Facility Placement Ordinance" as amended or any successor document or documents enacted in its stead. For any Public Facilities to be placed in the right-of-way of any street or road under the jurisdiction of a Township Road District, Wauconda shall be responsible for obtaining the written permission of the Township Highway Commissioner prior to the installation of said Public Facilities. Wauconda shall have the responsibility to resolve to the satisfaction of the Township Highway Commissioner any issues pertaining to conflicting utilities and restoration of damaged vegetation and existing improvements within or upon any such Road District right-of-way. For any private sewer service facilities to be placed on private property, Wauconda shall be responsible for the restoration of the private property to its original condition utilizing the funds to be provided by the County as provided in this Agreement.

**3.04** Except as provided below, no occupied or existing residential structure, and/or the occupants and owners thereof shall be required by Wauconda and the County to pay any portion of the costs for the installation of the Public Facilities, installation of the private sewer service lines and abandonment of the private septic tanks except by way of special taxation, and except impact and connection fees charged by Wauconda. Prior to installation and connection of the private sewer services, the relevant Wauconda impact fees and connection charges shall be paid by, or on behalf of, all properties connecting to the Wauconda sewer main. Furthermore, any new construction of residences on unimproved lots, parcels or tracts within the Subject Territory shall pay to Wauconda the impact fees and the connection charges of Wauconda as are prevailing by an ordinance or resolution at the time of such new construction, provided however, that any costs, fees and charges are the same as those charged by Wauconda under its ordinances of general applicability. The installation and cost of private service lines to the new construction shall be paid by or on behalf of the person or entity causing the new construction. No parcel or lot within the Subject Territory shall be entitled to more than one private sewer service line as part of the Project.

**3.05** Wauconda agrees that it shall not require annexation to Wauconda of any portion of the Subject Territory as a condition to providing the sewer improvements contemplated by this Agreement. Nothing herein shall prevent a property owner within the Subject Territory from voluntarily seeking, and Wauconda granting, annexation to Wauconda in accordance with the Illinois Municipal Code. Furthermore, nothing herein shall be construed to limit the lawful authority of Wauconda to extend any portion of the Facilities to other areas now within or later annexed to Wauconda after the date of this Agreement pursuant to the Illinois Municipal Code. Such extension(s) shall not require Wauconda to pay any rebate

or repayment, in whole or in part, to the County, or to or on behalf of the Special Service Area #13 district, of funds paid by the County to Wauconda for the Project costs.

- 3.06 Before commencing construction of the Project, Wauconda shall obtain all required Illinois Environmental Protection Agency (IEPA) permits to construct and operate the water system to be constructed pursuant to the Plans and shall obtain all other governmental permits required for the Project. The County shall pay to Wauconda out of the SSA #13 special revenue bond proceeds the reasonable and usual permit fees, if any, costs of for obtaining such permits PRIOR TO SUBMITTAL OF THE APPLICATION(S) FOR IEPA PERMIT(S). The County agrees to cooperate with Wauconda in Wauconda's efforts to obtain said permits where necessary.
- 3.07 The County agrees to waive, or cause to be waived all permit and inspection fees for the closing and sealing of the private septic systems to be abandoned within the Subject Territory.

#### ARTICLE IV

#### STANDARDS, TESTING, PERMITS TO CONNECT

- 4.01 The Facilities shall be installed in accordance with all applicable governmental regulations. Wauconda shall solely own, regulate, operate, and maintain the Public Facilities it installed in the Subject Territory pursuant to the Plans in the same manner as it operates and maintains its similar Facilities within the Village boundaries.
- 4.02 Wauconda shall provide to the County a copy of the results of all testing performed according to the testing protocols required for commencement of operation of public sewer lines and appurtenances as established by the United States Environmental Protection Agency and/or the Illinois Environmental Protection Agency.

The test results to be provided by Wauconda to the County shall be in either paper or electronic format, and shall be provided within five (5) business days of receipt thereof by Wauconda and shall be sent or transmitted to the County at:

Director, Lake County Department of Public Works  
650 West Winchester Road  
Libertyville, IL 60048

- 4.03 The County shall not permit any connections to the -subject Facilities within the Subject Territory. All connections thereto shall be under the exclusive jurisdiction of Wauconda.
- 4.04 When completed, tested and approved by Wauconda for operation, the subject Facilities shall provide residential sewage collection and treatment to the residential structures within the Subject Territory which are connected to the public main as other similarly situated residential areas within the Wauconda municipal boundaries.
- 4.05 All sewer users in the Subject Territory shall be subject to and comply with Wauconda's regulations of general applicability regulating the use of, and discharges to, the public sewer system. By way of example, and not by way of limitation, there shall be no connection of downspouts, or other stormwater discharges to the public sanitary sewers.
- 4.06 The Parties agree that in cases of bona fide emergencies, the providing of sewage collection services may be temporarily diminished or interrupted. In such cases Wauconda shall use its best efforts to reestablish the required levels of service as soon as practicable.
- 4.07 The County shall not permit the installation of any new private septic tanks or new septic systems within the Subject Territory if there is an available sewer main within 300 feet of the property proposed to be served by the private system. In such case the County shall require the applicant, at applicant's sole cost and expense, to extend the sewer main to the property to be served as a condition to any building permit. Such extension shall require a permit therefor to be obtained from the Village of Wauconda prior to construction and such permit shall require the applicant to comply with the Wauconda rules and regulations for such installations. Where the subject Village sewer main is already adjacent to a property in need of a means of sewage disposal, the County shall likewise require connection to the Village sewer main. The County agrees that it will not issue a building permit to any property within the Subject Territory adjacent to, or within 300 feet of, a Wauconda sewer main until or unless such property has first received a sewer connection permit from Wauconda.

## ARTICLE V

### USER RATES, SYSTEM REVENUES AND SYSTEM REGULATIONS

- 5.01 Subject to the provisions below and then for the duration of this Agreement Wauconda agrees that it will charge the residential consumers of the ~~watersewer users within~~ provided to the Subject Territory a rate of not more than one hundred fifty percent (150%) of the standard minimum or actual rate per 1,000 gallons of water used from the system that Wauconda charges its residential sewer users water

consumers living within its municipal boundaries (the "domestic rate"). If Wauconda changes its domestic rate, the rate for the consumers in the Subject Territory shall be similarly and simultaneously adjusted to maintain the percentage differential stated above. ~~Provided, however, THE COUNTY AND WAUCONDA AGREE THAT THE VILLAGE'S START UP COSTS FOR THIS PROJECT ARE TO BE REIMBURSED TO THE VILLAGE, AT THE COUNTY'S OPTION, EITHER BY WAY OF A ONE TIME PAYMENT OF \$ \_\_\_\_\_ OR, BY WAY OF THE VILLAGE CHARGING AN ADDITIONAL \_\_\_\_\_% OVER THE 150% MAXIMUM USER RATE AS STATED ABOVE.~~ When the subject improvements are incorporated into the combined system of Wauconda, the stream of revenue generated from the system operations within the Subject Territory may be pledged by the Village as security for the financing of improvements to the Village's combined water and sewerage system as provided under Division 139 of the Illinois Municipal Code.

- 5.02 Pursuant to Article VII, Section 10, of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) the County hereby transfers to Wauconda its powers and authority under 55 ILCS 5/5-1507 to promulgate rules and regulations governing the maintenance and operation of the subject Facilities within the Subject Territory including, but not limited to, the making of rates and charges (within the limitations of this Agreement), the collection thereof, the imposition of penalties and liens for the nonpayment thereof, and the discontinuance of service for nonpayment. It is agreed by Wauconda that any action it shall take under the powers and authority transferred hereunder shall be exercised consistent with the rules and regulations in effect from time to time for residential ~~water consumers~~ sewer users within the limits of the Village. Except as specifically limited in this Agreement as to rates, charges, connection, and impact fees, this paragraph shall not be a limitation on the powers and authority of Wauconda to promulgate all needful additional rules and regulations under 65 ILCS 5/11-139-1 et seq. It is agreed that the County authorizes Wauconda to pass or adopt all ordinances or resolutions necessary to require all private septic tanks ~~wells~~ in the Subject Territory be abandoned and lawfully closed so that no further use can be made thereof, to require existing or new residences within the Subject Territory within 300 feet of an available sewer main ~~water main~~ to connect to the Wauconda Facilities, and to enforce all such ordinances and resolutions within the Subject Territory. Provided, however, all such ordinances, resolutions, rules and regulations shall be generally applicable to residential sewer users ~~water consumers~~ in both the Subject Territory and throughout the incorporated areas of the Village.

## ARTICLE VI

### CONDITIONS PRECEDENT TO AGREEMENT

6.01 Each of the following conditions shall be precedent to Wauconda's continuing obligations under this Agreement unless Wauconda waives, in writing, any one or more of such conditions precedent or any part or provision thereof:

- A. Obtaining of all necessary permits or permissions from other regulating authorities for the Subject Project; and
- B. Wauconda receiving acceptable bids from responsive and responsible bidders at or under the Village engineer's estimate of probable costs for the Project; and
- C. Wauconda receiving from the County assurance that the County has formed Special Service Area #13, issued the special tax bonds thereon, and has sold said special tax bonds and has on hand the proceeds therefrom, after deduction of permitted administrative and cost of issuance expenses, to be applied solely to the subject Project; and
- ~~D. Wauconda receiving acceptable bids for the construction of the Entire Project; and~~
- E.D. Wauconda receiving payment upon its invoices for the work within 30 days of submittal or, in the alternative or, in addition, that any escrow established for the purposes of paying invoices is promptly funded and maintained in accordance with the terms of the escrow.
- F.E. That the County provide to the Village within 30 days of the date of this Agreement, a legal opinion of counsel to the County to the effect that the County has original jurisdictional authority over the Subject Territory to require the mandatory connections and septic tank abandonment. Likewise, Wauconda shall provide to the County its counsel's legal opinion that the Village has similar original authority within the Village's jurisdictional boundaries.
- G.F. The County complying with the payment provisions of Paragraphs 7.02, 7.03 and 7.04 below.

6.02 Each of the following conditions shall be precedent to the County's continuing obligations under this Agreement:

- A. The adoption by the County Board of an ordinance Establishing Special Service Area #13; and
- B. Issuance by the County of special revenue bonds thereunder and the receipt of sufficient proceeds therefrom, after deduction of permitted administrative and cost of issuance expenses, to fully fund the Project.

## ARTICLE VII

## PAYMENT TO WAUCONDA

- 7.01 The County shall pay to Wauconda out of the proceeds of the SSA # 13 special revenue bond receipts all its costs for planning, designing, installing and making operational the Project-Facilities and completion of the Project. As used herein, the term "costs" includes, but is not limited to, reasonable fees for engineering, surveying, construction management (including construction observation and time spent communicating with property owners and residents within the project area) and legal services and administrative. ~~Where the County and Wauconda have specifically agreed herein to a unit price, then that price shall govern the costs of the particular unit of work.~~
- 7.02 In order to commence the surveying which the Parties agree is preliminary to and necessary to the design of the work, the County shall advance and pay to Wauconda, on or before ten (10) days from the date of the last of the parties to accept this Agreement, the sum of thirty-five thousand dollars (\$35,000.00). Such ~~sum~~ shall be applied to the total cost of the work for which the County is to ~~reimburse~~ pay Wauconda. In the event that one or more of the conditions precedent to Wauconda's obligations to perform are not met, and Wauconda does not waive the condition(s) precedent, then Wauconda shall refund this advance payment, but only to the extent the surveying costs are less than this sum paid.
- 7.03 Within ~~30~~ days of the ~~sale of the County's~~ receipt of proceeds from the sale of SSA #13 special tax bonds, the County shall pay to Wauconda the sum of \$200,000.00 to commence the design engineering for the Project. To the extent this sum is not fully utilized for engineering design, then the balance left shall be credited to other sums due Wauconda by the County.
- 7.04 Within ~~30~~ days of the Wauconda Village Board's award of a contract for construction and installation of the Project ~~the sale of the County's SSA #13 special tax bonds~~, the County shall pay an additional \$400,000 to Wauconda ~~pay to Wauconda, the sum of \$400,000.00 to be utilized by Wauconda for Project costs~~. This sum shall be held in trust by Wauconda in an escrow specifically designated by Wauconda as the "North Sewer Project Escrow" ("Escrow") and the sums deposited therein from time to time shall be utilized by Wauconda from time to time to pay costs directly associated with the Project as provided in this agreement. Upon the request of Wauconda and to the extent funds remain from the proceeds of the sale of the SSA #13 special tax binds, after deduction of permitted administrative and cost of issuance expenses, this escrow shall be replenished by the County at such times and in such amounts as Wauconda reasonably determines are necessary to pay the costs directly associated with the performance of the work on the project. Upon the request of the County, Wauconda shall provide to the County such documentation as the County shall reasonably require in order to

reasonably substantiate the requested payment into the Escrow. It is agreed between the Parties hereto that the requests for payments into the Escrow, the deposits required, and the disbursements therefrom, shall be made in such a manner as to avoid incurring interest payments to contractors, subcontractors or materialmen under the "Prompt Payment Act" of the State of Illinois. In the event a dispute arises as to the amount requested by Wauconda, the County shall pay such amount and the dispute shall be submitted to arbitration as provided in Paragraph 11.01 of this Agreement.

7.05 Upon completion, testing and approval for operation of the Facilities, the County shall pay Wauconda's connection fee of \$3,150 for each private service line constructed by Wauconda and connected to the Wauconda's sanitary sewer mains as part of the Project out of the proceeds received by the County from the sale of the SSA #13 special revenue bonds, after deduction of permitted administrative and cost of issuance expenses. Wauconda shall be solely responsible for collecting its impact fees from the sewer users within the Subject Territory.

7.06 In the event the cost of the Project, plus the Village connection fees for those parcels within the Subject Territory with a private service line constructed by Wauconda and connected to the Wauconda's sanitary sewer mains as part of the Project, exceeds the proceeds received by the County from the sale of the SSA #13 special revenue bonds, after deduction of permitted administrative and cost of issuance expenses, the County and Wauconda agree that Wauconda's costs for the Project and/or such connection fees, as the case may be, are to be reimbursed to Wauconda by a one-time payment imposed upon each parcel within the Subject Territory at the time of connection.

## **ARTICLE VIII**

### **TERM OF AGREEMENT**

8.01 The term of this Agreement shall be for a period of 30 years from and after the date of this Agreement.

8.02 At the option of Wauconda, this Agreement may be extended for two (2) additional terms of 30 years each. To exercise any option term hereunder, Wauconda shall give the County no less than 360 days written notice prior to the expiration of the previous term.

## **ARTICLE IX**

### **AMENDMENTS**

- 9.01** No officer, official or agent of Lake County or Wauconda has the power to amend, modify or alter this Agreement or waive any of its conditions or to bind Lake County or Wauconda by making any promise or representation not contained herein, without the mutual written consent of the parties hereto, and in the manner set forth in 9.02 below.
- 9.02** Any amendment of this contract may be accomplished from time to time by the mutual consent of the Parties hereto; provided, however, that no such amendment shall be effective unless reduced to writing, duly authorized by the corporate authorities of the respective Parties, and signed by the authorized representatives of the Parties.

## ARTICLE X

### GENERAL PROVISIONS

- 10.01** No officer, official or agent of Lake County or Wauconda has the power to amend, modify or alter this Agreement or waive any of its conditions or to bind Lake County or Wauconda by making any promise or representation not contained herein, without the mutual written consent of the parties hereto, and in the manner set forth in 9.02 above.
- 10.02** Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in the construction of this Agreement.
- 10.03** No failure of any party to exercise any power given to either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties in a variance with the terms hereof, shall constitute a waiver of any other party's right to demand strict compliance with the terms hereof.
- 10.04** This contract may be executed in several duplicate original copies hereof and each duplicate may be used for any purpose for which the original may be used.
- 10.05** All notices, requests, demands, and other communications (collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as the parties may designate by Notice in the above manner:

To Wauconda:  
Village of Wauconda  
Wauconda, IL 60084  
101 N. Main Street  
Attn: Village Administrator

To Lake County:  
Director, Lake County Department of Public Works  
650 West Winchester Road  
Libertyville, IL 60048

With a copy to:  
Lake County Administrator  
18 N. County Street, 9<sup>th</sup> Floor  
Waukegan, IL 60085

Notices may also be given by fax, provided the Notice is concurrently given by one of the above methods. Notices are effective upon receipt or upon attempted delivery if delivery is refused or impossible because of failure to provide a reasonable means for accomplishing delivery.

- 10.06** If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect any other provisions of this Agreement which can be given effect without the invalid provision and to that extent, the provisions of this Agreement are severable.
- 10.07** This Agreement shall be governed by the applicable laws of the State of Illinois.
- 10.08** This Agreement shall be binding on all parties and may not be modified or amended orally, but only in writing signed by all parties hereto.
- 10.09** The Parties agree to reasonably cooperate in a good faith effort to implement this Agreement.
- 10.10** Nothing in this Agreement shall create, or be construed or interpreted to create any third party beneficiary rights.
- 10.11** ~~Anything in this Agreement to the contrary notwithstanding, this Agreement shall not affect the obligations of the County should the County be named by the US Environmental Protection Agency as a Potentially Responsible Party (PRP).~~

## **ARTICLE XI**

### **BINDING ARBITRATION**

**11.01** In the event that the Parties are unable to agree upon any matters arising under this Agreement, the Parties agree to submit any such issue to binding arbitration before a member of the American Arbitration Association (AAA), Commercial Arbitration Division (and AAA rules pertaining thereto), selected by mutual agreement of the Parties at that time. If the Parties are unable to agree upon the Arbitrator, then an Arbitrator shall be selected from a panel of Arbitrators pursuant to the rules of the Association.

***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be executed by their respective corporate officials, official authority therefor having first been provided.

VILLAGE OF WAUCONDA,  
a municipal corporation,

COUNTY OF LAKE, ILLINOIS  
a body politic,

By: \_\_\_\_\_  
Its Village President

By: \_\_\_\_\_  
Its Board Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
Its Village Clerk

\_\_\_\_\_  
Its County Clerk

This Agreement is made and executed pursuant to an ordinance of the President and Board of Trustees of the Village of Wauconda, Illinois, passed on the \_\_\_\_ day of \_\_\_\_\_ 2007, authorizing the execution of the same, and pursuant to a like ordinance or resolution of the Lake County Board, passed on the \_\_\_\_ day of \_\_\_\_\_ 2007.

**MINUTES** of a regular public meeting of the County Board of The County of Lake, Illinois, held at the Lake County Government Building, located at 18 North County Street, Waukegan, Illinois 60085, in said County at 9:00 o'clock A.M., on the 13<sup>th</sup> day of November, 2007.

\* \* \*

The Chairman of the County Board called the meeting to order and directed the County Clerk to call the roll.

Upon roll call, the following County Board Members answered present: \_\_\_\_\_

---

The following County Board Members were absent: \_\_\_\_\_

---

Discussion ensued concerning the establishment of Special Service Area Number Thirteen in the County and providing for the levy of special taxes for the purpose of paying the cost of providing special services in and for such area.

County Board Member \_\_\_\_\_ presented and the County Clerk read in full the following ordinance:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE** establishing Special Service Area Number Thirteen in The County of Lake, Illinois, and providing for the levy of taxes for the purpose of paying the cost of providing special services in and for such Area.

\* \* \*

**WHEREAS**, The County of Lake, Illinois (the "**County**") is authorized to establish special service areas pursuant to Part (6) of Section 7 of Article VII of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Area Tax Law, 35 ILCS 200/27-5 et seq. (the "**Act**"), which provides the manner of levying or imposing taxes and issuing bonds for the provision of special services to areas within the boundaries of municipalities and counties; and

**WHEREAS**, it is in the public interest that the establishment of the area hereinafter described as a special service area within an unincorporated area of the County for the purpose set forth herein be considered (the "**Area**"); and

**WHEREAS**, the Area is compact and contiguous and is totally within the corporate limits of the County; and

**WHEREAS**, the purpose of the establishment of said Special Service Area Number Thirteen is to provide special municipal services to said Special Service Area, including the removal of existing septic systems, construction and installation of a sanitary sewer collection system and to provide restoration work and all related appurtenances, electrical, mechanical or other services necessary, useful or advisable to such design, installation and construction; and

**WHEREAS**, the Area will benefit specially from the County services to be provided (the “**Services**”), and the Services are unique and in addition to County services provided to the County as a whole and it is, therefore, in the best interests of the County that the establishment of the Area be considered; and

**WHEREAS**, it is in the public interest that taxes be levied by the County at a rate or amount of tax sufficient to produce revenues required for the purpose of paying the cost of providing the Services (the “**Taxes**”); and

**WHEREAS**, the issuance of bonds in an amount not to exceed \$3,275,000 secured by the full faith and credit of said Area, at an interest rate or rates of not to exceed the greater of 5.50% per annum or 125% of the rate for the most recent date shown in the G.O. Bonds Index of average municipal bond yields as published in the most recent edition of The Bond Buyer, published in New York, New York, at the time the contract is made for sale of the bonds and to mature within twenty (20) years of the date of issuance, were to be considered at a hearing. Said bonds, if issued, shall be retired by the levy of a direct annual tax pursuant to a special tax roll in an amount sufficient to produce \$260,000 annually to pay the interest on such bonds as it falls due and to discharge the principal thereof at maturity and to maintain and administer the Special Service Area. Said tax to be levied upon all taxable property within the proposed Special Service Area is to be based upon a calculation of the benefits conferred to each parcel. The maximum annual special tax shall not exceed \$2,300 per lot or parcel; and

**WHEREAS**, the establishment of the Area was proposed by the County Board of the County (the “**County Board**”) pursuant to an Ordinance entitled:

**AN ORDINANCE** proposing Lake County Special Service Area Number Thirteen and providing for a public hearing and other procedures in connection therewith

(the “**Proposing Ordinance**”), duly adopted on July 10, 2007 and was considered at a public hearing (the “**Hearing**”) held by the County Board on August 1, 2007; and

**WHEREAS**, notice of the hearing was given by publication at least once not less than fifteen (15) days prior to the Hearing in the News-Sun and the Daily Herald, the same being newspapers of general circulation within the County (a copy of each notice and affidavit of publication is on file with the County Clerk as Exhibit A and is incorporated herein); and

**WHEREAS**, mailed notice of the Hearing was given by depositing notice in the United States Mail, not less than ten (10) days prior to the time set for the Hearing, addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, and in the event taxes for the last preceding year were not paid, the notice was sent to the person or persons last listed on the tax rolls prior to that year as the owner or owners of said property (a copy of the notice and the affidavit of mailing is on file with the County Clerk as Exhibit B and is incorporated herein); and

**WHEREAS**, at the Hearing, all interested persons, including persons owning taxable real property located within the Area, were given the opportunity to be heard regarding any issues embodied within the notice, including the establishment of the Area and the levy of taxes. A copy of the transcript of the hearing are on file with the County Clerk as Exhibit C; and

**WHEREAS**, no valid petition signed by at least 51% of the electors residing within the Area or at least 51% of the owners of record of the land included in the Area has been filed with the County Clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the Area, or the levy or imposition of a tax for the provision of the Special Services to the Area; and

**WHEREAS**, the County Board does hereby determine that it is in the public interest and in the interest of the County and the Area that the Area be established and the taxes described herein be levied;

**NOW, THEREFORE, Be It Ordained** by the County Board of The County of Lake, Illinois, as follows:

**Section 1.** That the preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

**Section 2.** That a public hearing was held at 7:00 o'clock P.M., on the 1<sup>st</sup> day of August, 2007, at the Wauconda Park District Community Center Gymnasium, 600 North Main Street, Wauconda, Illinois 60084 (the "**Hearing**"), to consider the establishment of the Area in the territory and for the purpose of providing the Services described in the Notice of Public Hearing set forth in Section 4 thereof (the "**Notice**") and to consider the tax levy described in the Notice, said hearing was finally adjourned on August 1, 2007.

**Section 3.** That Special Service Area Number Thirteen is hereby established and shall consist of the contiguous territory legally described in Exhibit D hereto, and outlined on the map of a portion of the County attached as Exhibit E hereto, which description and map are made a part hereof.

**Section 4.** That an annual special tax shall be levied, based upon a special tax roll levied against each lot and each parcel of real property in the Area unless exempted by the provisions of the special tax roll (referred to in Section 6 hereof) as herein described (the "**Taxable Property**"), provided that the special tax does not exceed the tax rate or method proposed in the notice of public hearing referred to herein and such special tax, taking into account the direct and indirect special service benefits to current and future owners of property

within the Area, bears a rational relationship between the amount of tax levied against each lot, block, tract and parcel of land in the Area and the special service benefit conferred.

**Section 5.** That bonds may be issued for the purposes of providing special County services to said Special Service Area, including the removal of existing septic systems, construction and installation of a sanitary sewer collection system and to provide restoration work and all related appurtenances, electrical, mechanical or other services necessary, useful or advisable to such design, installation and construction. Principal of and interest on such bonds, together with the administrative costs relating to the bonds, the collection of taxes and the administration of the Area shall be paid by the taxes to be levied in accordance with the special tax roll described below. Such taxes shall be levied in addition to all other County taxes so levied, provided that bonds are issued in an amount not to exceed \$3,275,000 at an interest rate or rates of not to exceed the greater of 5.50% per annum or 125% of the rate for the most recent date shown in the G.O. Bonds Index of average municipal bond yields as published in the most recent edition of The Bond Buyer, published in New York, New York, at the time the contract is made for sale of the bonds and to mature within twenty (20) years of the date of issuance. Said bonds, if issued, shall be retired by the levy of a direct annual tax pursuant to a special tax roll in an amount sufficient to produce \$260,000 annually to pay the interest on such bonds as it falls due and to discharge the principal thereof at maturity and to maintain and administer the Special Service Area. The maximum annual special tax shall not exceed \$2,300 per lot or parcel.

**Section 6.** That in lieu of an *ad valorem* tax to be levied and extended for the payment of principal of and interest on any bonds issued on behalf of the Area, a special tax roll is hereby established for levying and extending taxes for the payment of principal of and interest on and administrative expenses incurred in connection with any bonds issued for the purposes set

forth in Section 5 hereof and the administration and maintenance of the Area. The manner of imposition of the taxes and the special tax roll shall be produced and administered by the Lake County Administrator's Office (the "SSA Administrator"), on behalf of the County. The special tax roll shall be approved by the Ordinance of the County authorizing the issuance of the bonds and to the extent permitted by the Act and subject to the limitations of the Act, may be amended without further notice to owners of property within the Area, provided such an amendment shall not be in violation of any other agreements of the County. There is hereby delegated to the SSA Administrator to make any necessary modifications to the special tax roll to increase or decrease the estimated cost of public improvements to be funded by the Special Service Area, provided the total authorized amount of public improvement costs to be funded by the Special Service Area shall not be increased. Any such modification shall be approved by the SSA Administrator in a Written Determination executed by the SSA Administrator and filed with the Recorder of Deeds of Lake County without the necessity of any Ordinance amending this Ordinance or approving such modification.

**Section 7.** That all ordinances, orders and resolutions and parts thereof in conflict herewith be and the same are hereby repealed, and that this ordinance be in full force and effect forthwith upon its adoption and approval.

Adopted November 13, 2007.

**AYES:**

---

---

**NAYS:**

---

---

**ABSENT:**

---

---

---

Suzie Schmidt, Chairman, County Board,  
The County of Lake, Illinois

Attest:

---

William R. Helander, County Clerk  
The County of Lake, Illinois

Recorded in the County Records on \_\_\_\_\_, 2007.

- Exhibit A** - Notices of Hearing and Affidavits of Publication
- Exhibit B** - Notice of Mailing and Affidavit of Mailing
- Exhibit C** - Transcript of the Hearing
- Exhibit D** - Legal Description of Special Service Area Number Thirteen
- Exhibit E** - Map of Special Service Area Number Thirteen

**EXHIBIT A**

**NOTICES OF HEARING AND AFFIDAVITS OF PUBLICATION**

[to be attached]

**EXHIBIT B**

**NOTICE OF MAILING AND AFFIDAVIT OF MAILING**

[to be attached]

**EXHIBIT C**

**TRANSCRIPT OF THE HEARING**

[to be attached]

## EXHIBIT D

### **LEGAL DESCRIPTION OF SPECIAL SERVICE AREA NO. THIRTEEN (Spencer Highlands / Elmcrest Subdivisions)**

**Spencer's Highlands**, a community subdivision, being the South 690 feet of the West 420 feet of the Southeast quarter of the Southwest quarter of Section 24, together with that part of the Northeast quarter of the Northwest quarter of Section 25 lying Northwest of Bangs Lake, all in Township 44 North, Range 9, East of the Third Principal Meridian according to the plat thereof, recorded August 31, 1920, as Document 195601 in book "K" of plats page 44, Lake County, Illinois. (Except that part falling in the East half of the Northeast quarter of the Northwest quarter of Section 25 Township 44 North, Range 9 East of the Third Principal Meridian in Lake County, Illinois.) also (Except Beginning at the Northeast Corner of the West half of Lot 5 in said Spencer's Highlands Subdivision, thence East Along the South Line of Hickory Lane to the West line of said East half of the Northeast quarter of the Northwest quarter of Section 25, thence South along said West line 150 feet to the South line of said lot 5 extended East, thence West to the Southeast corner of said West half of said lot 5, thence North to the point of beginning)

**Groves 1<sup>st</sup> Addition to Spencer's Highlands**, a subdivision of North 200 feet of the South 890 feet of the West 420 feet in the Southeast quarter of the Southwest quarter of Section 24, Township 44 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded June 9, 1922, as Document 212597 in Lake County, Illinois.

**Groves 2<sup>nd</sup> Addition to Spencer's Highlands**, a subdivision of the South 278 ½ feet of the East quarter of the Southwest quarter of the Southwest quarter of Section 24, Township 44 North, Range 9 East of the Third Principal Meridian, according to the plat thereof, recorded May 4, 1923 as Document 223551 in Lake County, Illinois.

**(Unrecorded Orchard Addition to Spencer's Highlands)** That part of the East 330.0 feet of the Southwest Quarter of the Southwest Quarter, also known as the East quarter of said Southwest Quarter of the Southwest Quarter also the West 16.5 feet of the North 132.0 feet of the East 346.5 feet of said Southwest Quarter of the Southwest Quarter of Section 24, Township 44 North, Range 9 East of the Third Principal Meridian, in Lake County, Illinois, (Excepting that part falling within Grove's Second Addition to Spencer's Highlands, being a subdivision of part of the East Quarter of said Southwest Quarter of the Southwest Quarter of Section 24, according to the plat thereof recorded May 4, 1923 as Document 223551 in Lake County, Illinois) also (Excepting the North 25.0 feet of said East 330.0 feet of the Southwest Quarter of the Southwest Quarter) also (Excepting any portion lying Northerly of the Southerly right of way of roadway commonly known as Lake Drive [formerly Spencer's Highlands Road] connecting from Garland Road [formerly known as Glynch Road] to Spencer's Highlands Subdivision), in Lake County, Illinois.

**Elmcrest**, being Cook and Paddock's Bangs Lake Subdivision, being a subdivision of parts of Sections 23, 25, and 26, in Township 44 North, Range 9, East of the Third Principal Meridian according to the plat thereof recorded October 1, 1923 as Document 230331, in Book "M" of Plats, Page 18, in Lake County, Illinois.

Property Index Numbers: [To Come]

**EXHIBIT E**

**MAP OF SPECIAL SERVICE AREA NUMBER THIRTEEN**

[to be attached]

County Board Member \_\_\_\_\_ moved and County Board Member \_\_\_\_\_ seconded the motion that said ordinance as presented and read by the County Clerk be adopted.

After a full discussion thereof, which included a public discussion of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the Chairman of the County Board directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following County Board Members voted **AYE**:

---

---

The following County Board Members voted **NAY**:

---

Whereupon the Chairman of the County Board declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the County Clerk to record the same in full in the records of the County Board of The County of Lake, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

---

County Clerk

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF LAKE        )

**CERTIFICATION OF ORDINANCE AND MINUTES AND  
PUBLICATION IN PAMPHLET FORM**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Lake, Illinois (the “**County**”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the County and of the County Board (the “**Corporate Authorities**”) thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting of the Corporate Authorities held on the 13<sup>th</sup> day of November, 2007, insofar as same relates to the adoption of an ordinance (the “**Ordinance**”) entitled:

**AN ORDINANCE** establishing Special Service Area Number Thirteen in The County of Lake, Illinois, and providing for the levy of taxes for the purpose of paying the cost of providing special services in and for such Area.

a true, correct and complete copy of which the Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice of said meeting; that an agenda for said meeting was posted at the principal office of the Corporate Authorities at least forty-eight (48) hours in advance of the holding of such meeting; that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended and the Counties Code, as amended; and that the Corporate Authorities have complied with all of the applicable provisions of said Act and said Code and their procedural rules in the adoption of the Ordinance.

I do further certify that the Ordinance was published by authority of the Corporate Authorities in pamphlet form on the 14<sup>th</sup> day of November, 2007, and the Ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as County Clerk located in the County.

**IN WITNESS WHEREOF**, I have hereunto affixed my official signature and the seal of the County, this \_\_\_\_\_ day of November, 2007.

\_\_\_\_\_  
County Clerk

**(SEAL)**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LAKE        )

**SPECIAL SERVICE AREA FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Lake, Illinois (the “County”), and as such official I do further certify that on the \_\_\_\_\_ day of November, 2007, there were filed in my office duly certified showings to support the creation of Special Service Area Number Thirteen (the “Area”) of The County of Lake, Illinois (the “County”), as follows:

1. Certified copy of an ordinance entitled:

**AN ORDINANCE** establishing Special Service Area Number Thirteen in The County of Lake, Illinois, and providing for the levy of taxes for the purpose of paying the cost of providing special services in and for such Area.

duly adopted by the County Board of the County on the 13<sup>th</sup> day of November, 2007; and

2. An accurate map of the Area;

and that the same have been deposited in the official files and records of my office.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of the County, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
County Clerk of The County of Lake,  
Illinois

(SEAL)

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF LAKE        )

**SPECIAL SERVICE AREA FILING CERTIFICATE  
(COUNTY RECORDER)**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Recorder of The County of Lake, Illinois (the “County”), and as such official I do further certify that on the \_\_\_\_\_ day of November, 2007, there were filed in my office duly certified showings to support the creation of Special Service Area Number Thirteen (the “Area”) of The County of Lake, Illinois (the “County”), as follows:

1. Certified copy of an ordinance entitled:

**AN ORDINANCE** establishing Special Service Area Number Thirteen in The County of Lake, Illinois, and providing for the levy of taxes for the purpose of paying the cost of providing special services in and for such Area.

duly adopted by the County Board of the County on the 13<sup>th</sup> day of November, 2007;

2. An accurate map of the Area;
3. A legal description of the territory of the Area;
4. The permanent tax index numbers of the parcels located in the territory of the Area;
5. A copy of the Notice of the public hearing in relation to the Area;
6. A description of the special services to be provided to the Area;

and that the same have been deposited in the official files and records of my office.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of  
my office, this \_\_\_\_\_ day of November, 2007.

\_\_\_\_\_  
County Recorder of The County of Lake,  
Illinois

**(SEAL)**

CHLIB:5768.1\135502-00001