

RESOLUTION

WHEREAS, the County owns and operates the Vernon Hills-NCT wastewater treatment plant which is located on a portion of the former Nike base; and

WHEREAS, the County is planning to expand said wastewater treatment plant and will be required to construct an additional storm water detention facility; and

WHEREAS, the Village of Vernon Hills acquired a portion of the former Nike base from the U.S. Department of Interior which is adjacent to the County's wastewater treatment plant; and

WHEREAS, in May, 2002, the County entered into an Intergovernmental Agreement with the Village of Vernon Hills wherein the Village would include the County's storm water detention requirements in the developments of its parcel; and

WHEREAS, the costs associated with the County's storm water detention requirements have been determined and set forth in an appropriate amendment; and

WHEREAS, execution of an Amendment to an Intergovernmental Agreement must be authorized by Resolution of this 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 attached Amendment to the Intergovernmental Agreement with the Village of Vernon Hills regarding construction of a County storm water detention facility on Village property.

DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 10th day of June, A.D., 2003.

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT is made and entered into as of this 20th day of May, 2003, by and between **THE VILLAGE OF VERNON HILLS**, an Illinois municipal corporation (the "Village") and **THE COUNTY OF LAKE**, a body corporate and politic of the State of Illinois (the "County").

RECITALS

- A. The Village, the County and The Board of Education of Community High School District 128 ("High School District") entered into an Intergovernmental Agreement dated April 2, 2002 (the "Intergovernmental Agreement"), pursuant to which the parties agreed to allocate their rights and obligations concerning the expansion by the County of the Sewage Treatment Plant and the construction of drainage and detention facilities.
- B. The County owns the parcel of real estate legally described on Exhibit D to the Intergovernmental Agreement (the "County Parcel").
- C. The Village and the County desire to amend their obligations under the Intergovernmental Agreement as provided in Section 4 of the Intergovernmental Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Village and the County have retained Civiltech Engineering to prepare the Nike Site Detention Pond Expansion and Berm Construction Plans dated April 7, 2003 (as amended with the prior approval of both the Village and County, the "Plans") describing the work to be performed by both the Village and the County. The work described in the Plans is collectively referred to as the "Work".
2. The Village shall pay for the work, as subject to reimbursement by the County as provided herein. The County agrees to reimburse the Village for the cost incurred by the Village in doing the following portions of the Work (the "County Work"):
 - (a) Enlarging the detention pond located on the Village Parcel and the Village Reserve Site (the "Pond");
 - (b) Extending the storm sewer from the County Parcel to the Pond;
 - (c) Resident engineering to be performed by Civil Tech Engineering concerning the County Work; and
 - (d) Any other work described in the Plans and not constituting Village Work (as defined below).

Upon execution of this Amendment, the County shall pay the Village 95% of the cost of the County Work based upon written bids for the County Work obtained by the Village. Attached hereto as Exhibit A is the estimate of the cost of the Work. The Village and the County shall adjust the cost when County Work is completed and the

final cost of the County Work is determined. Within thirty (30) days of receipt of an invoice, the County shall pay the Village the amount by which the actual cost of the County Work exceeds the initial payment by the County. If under the 95% amount, the Village shall refund the appropriate amount to the County.

3. As part of the Work, the Village agrees, at the Village's cost, to install landscaping and a landscaped earthen berm on the Village Reservation Site (the "Village Work"). The Village shall not be entitled to reimbursement from the County for the cost of the Village Work.
4. The County has passed a resolution appropriating sufficient funds to pay for the Village Work.
5. The County further agrees to take whatever steps are necessary to provide additional funds for the cost of any adjustments to the actual cost of the Village Work in the event that the amount paid to the Village pursuant to Section 2 proves to be insufficient.
6. Except as modified herein, the Intergovernmental Agreement shall remain in full force and effect.
7. Any defined terms used herein which are not defined herein but are defined in the Intergovernmental Agreement, shall have the meaning ascribed to them in the Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties have signed this amendment as of the day and year first above written.

ATTEST:

Jeanne M. Stewart
Village Clerk

THE VILLAGE OF VERNON HILLS,
an Illinois municipal corporation

By: *Roger L. Byrne*
Name: Roger L. Byrne
Its: Village President

ATTEST:

County Clerk

THE COUNTY OF LAKE

By: _____
Name: _____
Its: _____

NCT PLANT EXPANSION
LAKE COUNTY PUBLIC WORKS
VILLAGE OF VERNON HILLS
ENGINEER'S ESTIMATE OF COST

Exhibit A

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	LCPW Quantity	LCPW Cost	Village of Vernon Hills Quantity	Village of Vernon Hills Cost	Total Cost
1	TEMPORARY FENCE	FOOT	62	\$8.50	62	\$ 527.00	0	\$ -	\$ 527.00
2	NITROGEN FERTILIZER NUTRIENT	POUND	547	\$2.00	111	\$ 222.00	436	\$ 872.00	\$ 1,094.00
3	PHOSPHORUS FERTILIZER NUTRIENT	POUND	547	\$2.00	111	\$ 222.00	436	\$ 872.00	\$ 1,094.00
4	POTASSIUM FERTILIZER NUTRIENT	POUND	547	\$2.00	111	\$ 222.00	436	\$ 872.00	\$ 1,094.00
5	EARTH EXCAVATION	CU YD	16,347	\$13.00	3,669	\$ 47,697.00	12,678	\$ 164,814.00	\$ 212,511.00
6	EARTH EXCAVATION FOR EROSION CONTROL	CU YD	210	\$13.00	105	\$ 1,365.00	105	\$ 1,365.00	\$ 2,730.00
7	FURNISHED EXCAVATION	CU YD	6,050	\$9.00	0	\$ -	6,050	\$ 54,450.00	\$ 54,450.00
8	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	8,167	\$14.75	1,660	\$ 24,905.00	6,507	\$ 11,387.25	\$ 14,292.25
9	TOPSOIL FURNISH AND PLACE, 10"	SQ YD	1,130	\$4.50	0	\$ -	0	\$ -	\$ -
10	SEEDING, CLASS 1	ACRE	0.76	\$1,000.00	0.76	\$ 760.00	0	\$ -	\$ 760.00
11	SEEDING, CLASS 4 (MODIFIED)	ACRE	1.98	\$1,000.00	0.15	\$ 150.00	1.83	\$ 1,830.00	\$ 1,980.00
12	SEEDING, CLASS 5 (SPECIAL)	ACRE	1.51	\$1,000.00	0	\$ -	1.51	\$ 1,510.00	\$ 1,510.00
13	SEEDING, CLASS 5 (MODIFIED)	ACRE	0.14	\$1,000.00	0.14	\$ 140.00	0	\$ -	\$ 140.00
14	SEEDING, CLASS 4A (MODIFIED)	ACRE	1.57	\$1,000.00	0.06	\$ 60.00	1.51	\$ 1,510.00	\$ 1,570.00
15	SEEDING, CLASS 4B (MODIFIED)	ACRE	0.12	\$1,000.00	0.12	\$ 120.00	0	\$ -	\$ 120.00
16	EROSION CONTROL BLANKET	SQ YD	30,290	\$1.25	5,954	\$ 7,442.50	24,336	\$ 30,420.00	\$ 37,862.50
17	PERIMETER EROSION BARRIER	FOOT	1,464	\$2.00	732	\$ 1,464.00	732	\$ 1,464.00	\$ 2,928.00
18	SEDIMENT BASIN	EACH	10	\$500.00	5	\$ 2,500.00	5	\$ 2,500.00	\$ 5,000.00
19	GABIONS	CU YD	7	\$300.00	0	\$ -	7	\$ 2,100.00	\$ 2,100.00
20	RESTRICTED DEPTH CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 (SPECIAL) GRATE	EACH	1	\$2,000.00	1	\$ 2,000.00	0	\$ -	\$ 2,000.00
21	CHAIN LINK FENCE REMOVAL	FOOT	700	\$3.00	700	\$ 2,100.00	0	\$ -	\$ 2,100.00
22	CHAIN LINK FENCE, 6"	FOOT	637	\$25.00	637	\$ 15,925.00	0	\$ -	\$ 15,925.00
23	STORM SEWERS, CLASS A, TYPE 3, 24"	FOOT	293	\$39.25	293	\$ 11,500.25	0	\$ -	\$ 11,500.25
24	DROP MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$2,000.00	1	\$ 2,000.00	0	\$ -	\$ 2,000.00
25	SUBMERGED PIPE FOUNDATION, 24"	EACH	1	\$2,000.00	1	\$ 2,000.00	0	\$ -	\$ 2,000.00
26	DEWATERING (SPECIAL)	HOURLY	60	\$85.00	60	\$ 5,100.00	0	\$ -	\$ 5,100.00
27	IRRIGATION MAIN RELOCATION, 6"	FOOT	297	\$20.00	297	\$ 5,940.00	0	\$ -	\$ 5,940.00
CONTRACTOR'S TOTAL FOR MAKING ENTIRE IMPROVEMENTS									
						\$ 112,362		\$ 275,966	\$ 388,328