

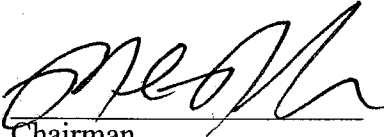
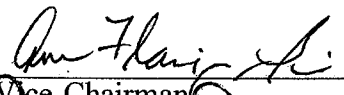
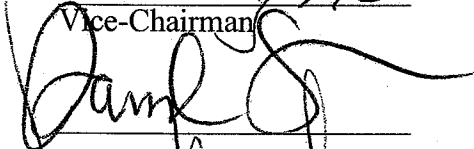
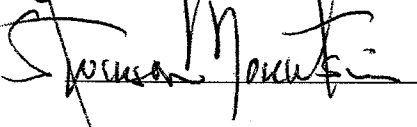

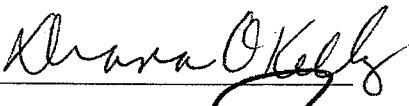

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR JUNE, A.D., 2008 SESSION
JULY 8, A.D., 2008

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Financial and Administrative Committee presents herewith a Resolution authorizing the Chairman to execute an intergovernmental agreement with the Village of Libertyville relating to the construction of the Central Permit Facility and other anticipated activities on the Libertyville Campus; and requests its adoption.

Respectfully submitted,

	Aye	Nay
 Chairman	X	—
 Vice-Chairman	✓	—
	✓	—
	X	—
	✓	—
	—	—
 Financial & Administrative Committee	—	—

RESOLUTION

WHEREAS, the County is the owner of certain real property located within the corporate limits of Village of Libertyville in the northwest quadrant of Winchester Road and Milwaukee Avenue and consist of approximately 174 acres (the CAMPUS); and

WHEREAS, the County is desirous to construct a new Central Permit Facility and new skilled nursing facility, make additions to existing structures, and potentially locate, relocate or expand County services on said CAMPUS; and

WHEREAS, the development of said CAMPUS is subject to the applicable regulations and requirements of the Lake County Watershed Development Ordinance (WDO); and

WHEREAS, pursuant to Section 16-10 of the Village of Libertyville's Zoning Code, a site plan is required for any development with a gross acre site area of ten (10) acres or more; and

WHEREAS, commencing on January 22, 2007 and concluding on August 14, 2007, various hearings and public meetings were held before the Village's Plan Commission and the Village Board which culminated in the Village Board adopting Libertyville Ordinance No. 07-0-53 "An Ordinance Granting a Site Plan Permit at the Northwest Corner of Milwaukee Avenue; and

WHEREAS, during the various public hearings and meetings the County agreed to memorialize certain commitments to the Village that the County was willing to make relating to the construction of the Central Permit Facility and other anticipated activities on the CAMPUS. Primarily, the County has agreed to prepare a comprehensive site plan in accordance with the applicable Village Ordinance relating to a Planned Development; and

WHEREAS, said commitments have been memorialized into an Intergovernmental Agreement. The Village and the County have the authority to enter into an intergovernmental agreement pursuant to the Illinois Intergovernmental Act, 5 ILCS 220/1 et seq.

NOW THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Intergovernmental Agreement between the County and the Village of Libertyville shall be and is hereby approved in the form substantially the same as the document attached hereto; and

BE IT FURTHER RESOLVED, that the Chair of the County Board and the County Clerk are hereby authorized and directed to duly execute and attest the Intergovernmental Agreement with the Village of Libertyville; and

BE IT FURTHER RESOLVED, that this Intergovernmental Agreement shall be executed in multiple identical counterparts, and a fully executed original copy of the Intergovernmental Agreement shall be forwarded to the Village of Libertyville for its file and use.

DATED, at Waukegan, Lake County, Illinois, on this 8th day of July, A.D., 2008.

VILLAGE OF LIBERTYVILLE

RESOLUTION NO. 08-R-15

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF LAKE REGARDING THE DEVELOPMENT
OF LAKE COUNTY'S LIBERTYVILLE CAMPUS

WHEREAS, Article VII Section, 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1 et seq.), authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority, and to enter into Intergovernmental Agreements for that purpose; and

WHEREAS, the County of Lake (the "County") desires to develop certain property owned by the County and commonly known as the County of Lake Libertyville Campus (hereinafter, the "Property"). The Property is legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the Village of Libertyville (the "Village") and the County have agreed that the Property will be developed in accordance with a Master Plan to be prepared by the County and submitted to the Village for review and approval; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have found that in the spirit of intergovernmental cooperation, it is appropriate to enter into the Intergovernmental Agreement with the County.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated herein as if fully set forth.

SECTION TWO: Approval of Intergovernmental Agreement. The Intergovernmental Agreement with the County shall be, and the same hereby is, approved in a form substantially the same as the document which is attached hereto as Exhibit B.

SECTION THREE: Execution and Attestation of Intergovernmental Agreement. The Village President and the Village Clerk shall be, and they hereby are authorized and directed to execute and attest, respectively, the Intergovernmental Agreement with the County.

SECTION FIVE: Effective Date. This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

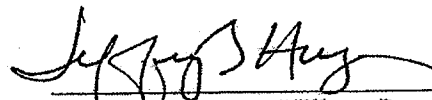
PASSED this 27th day of May, 2008.

AYES: LUKENS, PERON, JOHNSON, PROEPPER, CULLUM

NAYS: None

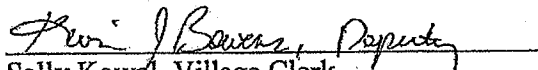
ABSENT: None

APPROVED this 28th day of May, 2008.



Jeffrey A. Harger, Village President

ATTEST:



Sally Kowal, Village Clerk

EXHIBIT A

Parcel 1: That Part of the East Half of the Southeast Quarter of Section 8 and of the Southwest Quarter of Section 9, Township 44 North, Range 11 East of the Third Principal Meridian, Described as Follows: Beginning at the Point 3.62 Chains North of the Southeast Corner of the West Half of the Southeast Quarter of Said Section 8; Thence North 77 Degrees East, 47 Chains; Thence North 12 1/2 Degrees West, 11.22 Chains; Thence South 72¼ Degrees West, 44.25 Chains (Along the South Line and the South Line Extended Easterly of Adler Park Estates Unit 1 Recorded July 19, 1956 as Document 916295) to the East Line of the West Half of the Southeast Quarter of Said Section 8; Thence South, 9.125 Chains to the Point of Beginning (Except That Part Thereof Described as Beginning at the Northeast Corner of Said Tract Last Above Described; Thence South 72 Degrees West to a Point Which is North 72 3/4 Degrees East 2503 Feet from the East Line of the West Half of the Southeast Quarter of Said Section 8; Thence South 12 Degrees 5 Minutes East, 718.1 Feet to a Point Which Is North 77 Degrees East 2626 Feet from a Point 3.62 Chains North of Said Southeast Corner of the West Half of the Southeast Quarter of Section 8; Thence North 77 Degrees East 7.21 Chains, More or Less, to the Southeast Corner of Said Last Above Described Tract; Thence North 12 1/2 Degrees West, 11.22 Chains to the Point of Beginning in Lake County, Illinois.

Parcel 2: That Part of Sections 8,9,16 and 17 in Township 44 North, Range 11 East of the Third Principal Meridian, Described as Follows: Beginning at the Southwest Corner of the East Half of the Southeast Quarter of Said Section 8; Thence North 0 Degrees 30 Minutes East on the West Line of the East Half of Said Quarter Section 224.4 Feet (3.4 Chains); Thence North 76 Degrees 22 Minutes East, 2626.0 Feet (North 77 Degrees East 39.6 Chains in Deed); East Described Course is the West Line of Libertyville Estates Recorded as Document 505018 in Book 28 of Plats, Page 65 and Said West Line Extended Southeasterly Thence North 79 Degrees 55 Minutes East, 479.2 Feet to the Center Line of the Pavement, in Milwaukee Ave (North 79 Degrees 45 Minutes East, 478.5 Feet in Deed); Thence Southeasterly Along the Center Line of Milwaukee Avenue, as Paved, 1500.8 Feet to the South Line of Lot 6 in School Trustees Subdivision in Section 16; Thence West Along the South Line of Lot 6 Aforesaid Being Also the Center Line of the Public Road as it Existed on December 31, 1924 and Said South Line Extended 2929.8 Feet to an Iron Pipe Being the Southeast Corner of Premises Conveyed by Warranty Deed Recorded February 15, 1933 as Document 38883 Thence North 14 Degrees 30 Minutes West Along the East Line of Said Document 388831 to the Southeast Corner of Outlot "C" in Wineberry Phase 2 Recorded as Document 3063228; Thence Northwesterly Along the Northeasterly Line of Said Outlot "C" to the West Line of the Northeast Quarter of the Northeast Quarter of Section 17; Thence North Along Said West Line to the Point of Beginning (Except That Part Thereof Falling in the Right of Way of Metra Being the Former Chicago Milwaukee and Pacific Railroad), in Lake County, Illinois.

EXHIBIT B

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF LIBERTYVILLE
REGARDING THE CONSTRUCTION OF A CENTRAL PERMIT FACILITY ON THE
COUNTY'S LIBERTYVILLE CAMPUS**

THIS AGREEMENT entered into this _____ day of _____, A.D. 20____, by and between the County of Lake, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the Village of Libertyville, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as the VILLAGE.

WITNESSETH:

WHEREAS, the COUNTY is the owner of certain real property located in the northwestern quadrant of Illinois Route 21/Milwaukee Avenue and Winchester Road, and is comprised of approximately 174 acres. Said real property hereinafter referred to as the CAMPUS; and

WHEREAS, the COUNTY is desirous to construct a Central Permit Facility, hereinafter referred to as the CPF, on said CAMPUS; and

WHEREAS, said CAMPUS is located within the corporate limits of the VILLAGE and is zoned Institutional Buildings District, hereafter referred to as IB; and

WHEREAS, the development of said CAMPUS is subject to the applicable regulations and requirements of the Lake County Stormwater Management Commission Watershed Development Ordinance (hereinafter, "the WDO"); and

WHEREAS, pursuant to Section 16-10 of the VILLAGE's Zoning Code, a Site Plan Permit is required for any development with a gross site area of ten (10) acres or more; and

WHEREAS, commencing on January 22, 2007, and concluding on May 21, 2007, the VILLAGE's Plan Commission conducted a public hearing regarding the COUNTY's petition to construct a CPF on the CAMPUS; and

WHEREAS, said Plan Commission issued a report, PC 07-01 dated June 20, 2007, and recommended to the VILLAGE's President and Board of Trustees that a Site Plan Permit in conformance with the COUNTY's Site Plan be granted subject to certain conditions and limitations. Said report PC 07-01 by reference herein, is hereby made a part hereof; and

WHEREAS, upon consideration of the COUNTY's Site Plan and the findings and recommendations of the Plan Commission, the VILLAGE President and Board of Trustees approved Ordinance No. 07-O-53, "An Ordinance Granting a Site Plan Permit at the Northwest Corner of Winchester Road and Milwaukee Avenue" on August 14, 2007. Said Ordinance by reference herein is hereby made a part hereof; and

WHEREAS, during the public hearing before the VILLAGE Plan Commission and subsequently before the VILLAGE Board of Trustees, the COUNTY agreed to memorialize certain commitments to the VILLAGE that the COUNTY was willing to make relating to the construction of the CPF and the CAMPUS in an Intergovernmental Agreement; and

WHEREAS, the Parties have the authority to enter into THIS AGREEMENT pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby recognized, the COUNTY and the VILLAGE do hereby agree and enter into the following:

Section I.

Recitals:

1. It is mutually agreed by and between the parties hereto that the forgoing preambles are hereby incorporated herein as though fully set forth.

Section II.

The COUNTY Agrees:

1. To adhere to and comply with VILLAGE Ordinance No. 07-O-53 as approved by the VILLAGE Board of Trustees on August 14, 2007 as well as all provisions of any Master Plan which is approved by the Village in accordance with the provisions of Section 16-13 of the Libertyville Zoning Code and any Final Plans which are approved by the Village in connection thereto.
2. To apply for and diligently process a planned development Master Plan, during calendar year 2008, along with all necessary applications and documents, as may be required by the Zoning Code and WDO to develop the CAMPUS as a Planned Development. The COUNTY will act diligently in order to secure a permit to develop the CAMPUS as a Planned Development.
3. To prepare, or cause to be prepared, the necessary legal documents and plats to provide for a conservancy/landscape easement fifty (50) feet in width along the CAMPUS' north property line and east property line that abuts residential property prior to the issuance of the final occupancy permits for the CPF. Such conservancy/landscape easement shall not preclude underground utilities or stormwater management features within the easement premises.

To record, or cause to be recorded, said documents and plats for said conservancy/landscape easement as contemplated herein.

4. As a condition of the issuance of an occupancy permit for the CPF, to install the berm and related landscaping adjacent to the CPF in accordance with plans prepared by DMJM Design and dated May 1, 2007.

5. To prepare, or cause to be prepared, all necessary surveys, design plans and specifications, receive bids and the award the construction contract, furnish construction engineering supervision, prepare all necessary plats and legal documents, and complete the construction of a southbound to westbound right turn lane on Milwaukee Avenue at Winchester Road in accordance with the approved plans and specifications. Said construction work, in addition to the roadway work on Milwaukee Avenue, shall include the extension of the existing eastbound to northbound left turn lane on Winchester Road. Said construction improvements are hereinafter referred to as the ROADWAY IMPROVEMENTS. The COUNTY is cognizant that time is of the essence for said ROADWAY IMPROVEMENTS; however, it is understood by the Parties hereto that the approval of the Illinois Department of Transportation is a condition precedent to the COUNTY's obligation to commence construction of said ROADWAY IMPROVEMENTS. The COUNTY will submit the application and necessary documentation to the Illinois Department of Transportation for the ROADWAY IMPROVEMENTS not later than July 1, 2008 and will diligently pursue securing necessary permits or approvals from the Illinois Department of Transportation. It is understood that the ROADWAY IMPROVEMENTS must be completed within six months of the issuance by the Village of a certificate of occupancy for the CPF. The County will pay all costs associated with the design, planning construction and maintenance of the ROADWAY IMPROVEMENTS including all costs related to the relocation or repair of any of the VILLAGE FACILITIES (as hereinafter defined) which are necessitated by construction or maintenance of the ROADWAY IMPROVEMENTS.
6. To enter into negotiations with Pace Suburban Bus System to relocate the existing bus stop shelter from its current location on Winchester Road to the intersection of Winchester Road and the main entrance to the CAMPUS. It is understood by the parties that Pace must agree to said relocation and that the COUNTY cannot act unilaterally in the relocation of said bus shelter.
7. During the construction of the ROADWAY IMPROVEMENTS to indemnify, defend and hold harmless the VILLAGE, its elected officials, its duly appointed officials, agents, employees, and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from and relating to the existence, the use, operation, removal, relocation, and maintenance, or lack thereof, of the construction of the ROADWAY IMPROVEMENTS, but only to the extent not caused by the VILLAGE and/or its employees, agents contractors or representatives. To further pay all damages, judgments, settlements, costs, and expenses incurred by the COUNTY, including attorneys' fees and court costs, in connection with or resulting from such claims against the VILLAGE.

Section III.

The VILLAGE agrees:

1. To review the COUNTY's submittals for the CPF in a timely and reasonable manner and in accordance with county's submittals for a Planned Development Master Plan and related Final Plans.. The VILLAGE's approvals for the CPF shall not be unreasonably withheld.

2. To review the COUNTY's submittals for the Planned Development of the CAMPUS in a timely and reasonable manner. The VILLAGE's approval for the Planned Development Permit shall not be unreasonably withheld.
3. To assist the COUNTY with the conservancy/landscape easement by actively working with the COUNTY and using any VILLAGE ordinance, policy, or other means of inducement to remove, or cause to be removed, any and all encroachments into the CAMPUS property by abutting property owners. The COUNTY agrees to reimburse the VILLAGE for any costs reasonably incurred by the VILLAGE to assist the COUNTY in securing the removal of the aforementioned encroachments, including but not limited to any surveying or legal fees incurred by the VILLAGE for such purpose.
4. To review and cooperate with the COUNTY's consultant for the design and construction of the ROADWAY IMPROVEMENTS as said ROADWAY IMPROVEMENTS relates to any VILLAGE owned utility or facility (i.e. watermain, sanitary sewer, sidewalk), hereinafter referred to as VILLAGE FACILITIES. The VILLAGE's review and approval of the ROADWAY IMPROVEMENTS as it relates to the VILLAGE FACILITIES shall be timely and reasonable and shall not be unreasonably withheld.
5. Upon completion of said ROADWAY IMPROVEMENTS and VILLAGE FACILITIES, the VILLAGE shall retain sole ownership and control of said VILLAGE FACILITIES.
6. To designate a full-time staff member as a contact person regarding the construction/relocation of VILLAGE FACILITIES. The COUNTY shall promptly notify said contact person during the construction of the ROADWAY IMPROVEMENTS and the VILLAGE FACILITIES to seek VILLAGE direction should field conditions arise which affect the construction and maintenance of the VILLAGE FACILITIES.
7. Upon completion of the ROADWAY IMPROVEMENTS and the VILLAGE FACILITIES, to indemnify, defend and hold harmless the COUNTY, its elected officials, its duly appointed officials, agents, employees, and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from and relating to the existence, the use, operation, removal, relocation, and maintenance, or lack thereof, of the VILLAGE FACILITIES but only to the extent not caused by the COUNTY and/or its employees, agents contractors or representatives.
To further pay all damages, judgments, settlements, costs, and expenses incurred by the COUNTY, including attorneys' fees and court costs, in connection with or resulting from such claims against the COUNTY.
8. To allow the County to erect a salt dome upon the CAMPUS in accordance with plans prepared by Kueny Architects and dated March 5, 2008 notwithstanding the restrictions of VILLAGE ordinance 07—O-53 which prohibits erection of structures in excess of 1,000 feet, except in connection with a planned development. The Village shall amend said ordinance consistent with this Agreement.

Section IV.

General Provisions: It is mutually agreed:

1. By and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY relating to its rights of ownership and development of the CAMPUS. Moreover, in the event the Planned Development Permit contemplated in Section II.2 above is denied, or unreasonably

- conditioned or delayed, by the VILLAGE, nothing in THIS AGREEMENT is intended to or shall be interpreted as waiving, releasing or limiting the COUNTY's right to contest or challenge such denial, condition, or delay.
2. By and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the VILLAGE regarding its rights to enforce the provisions of its Zoning Code and nothing in THIS AGREEMENT is intended to or shall be interpreted as waiving, releasing or limiting the VILLAGE'S right to contend or argue that the COUNTY is obligated to apply for, pursue, or obtain a Planned Development Permit for the development of the CAMPUS, or any portion thereof or use thereon and to otherwise comply with the provisions of the Zoning Code.
 3. By and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees, and agents), the agent, representative, or employee of the COUNTY for any purpose whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
 4. By and between the parties hereto that each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; and, (2) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction, or decree of any court or government department, commission, board, bureau, agency, or instrumentality applicable to such party.
 5. That THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last party hereto execute THIS AGREEMENT by affixing their signatures.
 6. That any action brought to enforce or otherwise relating to THIS AGREEMENT shall be brought in Lake County Circuit Court by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, and obligations contained herein.
 7. By and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
 8. By and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supercedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
 9. By and between the parties hereto that any alterations, amendments, deletions, or waivers of any Provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
 10. That THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.
 11. That THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

12. That THIS AGREEMENT shall remain in full force effect for such a period of twenty (20) years or, with respect to the VILLAGE's obligations under Section III.7 above, such further period as the VILLAGE FACILITIES, individually or collectively, in whole or part, remain in place, in use and in operation.
13. Except for the obligations of the VILLAGE under Section III.7, above and the obligations of the COUNTY under Section II.7, above and notwithstanding any Provision to the contrary herein, that THIS AGREEMENT shall automatically be deemed null and void in the event that the Planned Development Permit for the CAMPUS is not approved and issued by the VILLAGE by January 1, 2010.

ATTEST:

Kevin Powers, Deputy
Clerk
Village of Libertyville

VILLAGE OF LIBERTYVILLE

By: Jeffrey A. Harger
Jeffrey A. Harger, Village President
Village of Libertyville

Date: _____

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____