

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, Karen Walsh, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on April 14, 2025 the Corporate Authorities of such Village passed and approved:

Ordinance No. O-25-04-15
which is entitled

An Ordinance Revising Chapter 19.12, School Sites, Parks, and Other Public Areas

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on 4/15/2025, and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois on 4/15/2025.

Village Clerk

ORDINANCE NO. O-25-04-15

AN ORDINANCE REVISING CHAPTER 19.12, SCHOOL SITES, PARKS, AND OTHER PUBLIC AREAS

WHEREAS, the Village of Mundelein (the “Village”) is a Home-Rule Municipality as set forth and defined by the Constitution of the State of Illinois; and

WHEREAS, the Village, as a Home-Rule Municipality, is entitled to enact legislation pertaining to its government and affairs and has such legislative authority as set forth in the Constitution of the State of Illinois; and

WHEREAS, the provision of various public facilities required to serve new residential development is subject to the control of the Village in accordance with the Comprehensive Plan of the Village for the orderly, planned, efficient, and economical development of the Village; and

WHEREAS, new residential developments may cause and impose increased demands upon and need for public facilities that are specifically and uniquely attributable to those new residential developments, including those for public schools, libraries, parks, playgrounds, and recreation facilities, and open spaces; and

WHEREAS, to the extent that new residential developments place demands upon public facilities that are specifically and uniquely attributable to such developments, those demands should be satisfied by requiring that the new residential developments creating the demands pay the cost of meeting the demands; and

WHEREAS, the amount of the development impact fees to be required of new residential developments should not exceed the proportionate share of the cost of the additional public facilities needed to support such developments in accordance with Illinois law, and such development impact fees shall be calculated to ensure that new residential developments pay only that portion of the costs of acquiring needed lands and, only to the extent permitted by law, the needed facilities, specifically and uniquely attributable to the new residential developments; and

WHEREAS, the Mayor and Board of Trustees of the Village hereby find and declare that, under certain conditions, the imposition of development impact fees upon new residential developments, in accordance with Illinois law, to finance the acquisition of certain land and public facilities, the demand for which is created by such developments within the Village, is in the best interests of the general welfare of the Village and its residents, is equitable, and does not impose an unfair burden on such developments;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, COUNTY OF LAKE, STATE OF ILLINOIS as follows:

SECTION 1: Chapter 19.12 of Title 19 of the Mundelein Municipal Code shall be repealed and replaced with the following text:

CHAPTER 19.12 – SCHOOL SITES, PARKS, AND OTHER PUBLIC AREAS

19.12.010 – Purpose and Intent.

Unless otherwise required by the Village Board, as a condition of approval of a final plat of subdivision or re-subdivision or a final development plan (including a planned unit development) where residential units are added to the Village, each owner, subdivider, or developer (collectively referred to as “Developer”) will be required to dedicate land for school sites, public parks and recreational uses, and for library uses as an impact exaction to serve the immediate and future needs of the residents of the development, or to pay a cash contribution in lieu of actual land dedication, or a combination of both in accordance with this Chapter.

19.12.011.1 – Schools Land Dedications and Contributions Required.

- A. Application. This section addresses school contributions related to school land needs to accommodate the additional student population generated by a proposed residential development. Unless otherwise required by the Village Board or this Chapter, as a condition of Village Board approval of any Final Plat for any subdivision or re-subdivision (or Final Plat of a Phase of a Subdivision for large multi-phase projects), or of any final development plan (including for a planned unit development), if a school district is otherwise eligible for a land or cash school contribution pursuant to this Chapter, the Developer shall contribute land, cash, or a combination of land and cash for public schools in accordance with the procedures established by this Chapter (the “School Impact Fee” or “School Contribution”).
- B. Exemptions. The following developments shall be exempt from the requirements of this Section:
 - 1. Nonresidential developments;
 - 2. Age-restricted developments (i.e., an exclusively active adult, independent living, or assisted/supported living facility) if the restriction is made through restrictive covenants or other similar means satisfactory to the Community Development Director; and
 - 3. Any development that is the subject of a development or annexation agreement with the Village that has been approved by an Ordinance of the Village Board and that specifically exempts that development from the terms of this Chapter or that makes other provisions for the payment of impact fees.
- C. A Developer or a school may object to the application of this Chapter or any part thereof pursuant to the Objection procedure described in Section 19.12.014.

19.12.011.2 – Prerequisites Required from School District Prior to Imposition of Any School Impact Fees.

The Village shall not require a Developer to make a school contribution unless the affected School District has first provided the following to the Village:

- A. **School Needs.**

- a. An affidavit from the School District Superintendent indicating that there is a reasonable existing or projected need for school lands to accommodate the additional student population within the district that will be generated by the new development.
 - b. The affidavit shall be based upon the existing or reasonably projected future school land needs within the affected school district(s) and shall include reasonable data or studies used as the basis for such determination. Alternatively, a school may also document that it has acquired land in the past in anticipation of growth and that it is reasonable to attribute a portion of that acquisition price to a future development.
 - c. Two or more school districts may join in the preparation of a needs assessment, provided that the assessment ultimately contains the information necessary to support a determination that the needs of each participating district are accurately described.
- B. School Request for Land, Cash or Combination.** The School District shall indicate in its affidavit whether a contribution of land, cash, or a combination of land and cash should be required of the Developer, in accordance with the following considerations:
- a. Land contribution. The contribution may consist of land that is suitable for intended school purposes, in accordance with this Chapter.
 - b. Cash contribution. Where the residential development is small, and the resulting site is too small to be practical or when the available land is inappropriate for a school site, the developer may be required to pay a cash contribution for the use in the acquisition of land for school sites or for site improvements (including school buildings or infrastructure) in accordance with this Chapter.
 - c. Combined land and cash contribution. A combination of land dedication along with a cash contribution in lieu of land may be necessary when only a portion of the land to be developed is proposed as the location for a school site, or a major part of the local school site has already been acquired by the district and only a small portion of land is needed from the Developer to complete the site. In these cases, the remaining portion shall be required as a cash contribution in lieu of land.
- C. School District Indemnification Agreement.** Before the Village will require payment of any school contribution by a Developer, the affected school district(s) shall first execute and deliver to the Village an indemnification agreement largely similar in form and content to that set forth in **Appendix A-3 “Village Indemnification Agreement”** of this Chapter. Any modifications to any indemnification agreement shall require the approval of the Village Administrator after consultation with the Village Attorney. The affected school district shall be obligated to approve the indemnification agreement annually as a condition of its receipt of any school contributions pursuant to this ordinance.

19.12.011.3 – School Contribution Calculation Procedure. School contributions required of the Developer shall be calculated as follows:

A. Calculation of Required Land Contribution.

1. The amount of land required to be contributed (the “Land Contribution Acreage”) shall be determined as follows:
 - a. Determine the estimated number of students to be generated by the residential development within each school classification, as derived from “*Estimated Ultimate School Population*” Table contained in **Appendix A-1** of this Chapter, **divided by**
 - b. The maximum recommended number of students to be served in each school classification (School Capacity) (see “*School Classification*” Table in the **Appendix A-2**), **then multiply this by**
 - c. The recommended number of acres for a school site for each school classification (Site Area Needed) in **Appendix A-2**.
 - d. The **product** of the above process shall be the acres of land deemed needed to have sufficient land for school sites to serve the estimated increase in number of children in each such school classification.
2. The requirements for the quality and type of land to be dedicated shall be as described in **Appendix A-6**, “*Procedures for School Land*”.

B. Calculation of Required Cash Contribution. The cash contribution in lieu of land shall be based on the Land Contribution Acreage arrived at in this Section at A (1) above, multiplied by the Fair Market Value (“FMV”) of an acre of land that otherwise would have been dedicated in accordance with subsection A (1) above.

1. FMV has been determined using the following assumptions about the land:
 - a. That the land would otherwise be property capable of being used for single-family residential development, subdivided with appropriate frontage on a dedicated road, stubbed with Village sanitary sewer and potable water with appropriate utilities available and otherwise consistent with the requirements of **Appendix A-6** ; and
 - b. That it is zoned in the R-1 Single-Family Residential Zoning District, consistent with the Village’s development standards; and
 - c. That amount is determined to be \$150,000.00 per acre as of December 30, 2024.
2. Consumer Price Index Adjustment to Fair Market Value. The FMV identified in this section shall be subject to a “CPI adjustment” which shall be calculated annually, and which adjustment shall go into effect on May 1, 2026, and on the first day of May in each year thereafter or as soon thereafter as the data becomes available. The CPI shall be based on the annual percentage change as published by the United States Department of Labor’s Bureau of Labor Statistics *Consumer Price Index for All Urban Consumers* (“CPI-U”) for the Chicago-Gary-Kenosha, IL-IN-WI Area (Identification Number CUURA207SAO). The index base period of 1982-84=100 shall be used. If the CPI for this particular regional

designation is changed, discontinued, or replaced, any other governmental cost of living index or computation that replaces the CPI shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or replaced.

- C. **Combined Land and Cash Contribution Calculation.** The calculation of combined land and cash contributions shall follow the calculation methodology described in this Section.

19.12.011.4 – Procedures for Payment of Cash in Lieu of Land Dedication.

- A. **Payments Only to Affected School District.** In no event shall any cash payment be made directly to the Village for a school contribution. All cash contributions shall be payable directly to the affected school district(s). When payment is made to the affected school district(s), receipt for payment shall be provided by the school district(s) to the Developer.
- B. **Option to Have Payment Due at Time of Building Permit for Vertical Construction of a Housing Unit.**
- a. While the obligation to make an impact fee payment under this ordinance commences as a condition of final plat approval, a developer may request, and the Village Administrator at his/her discretion may allow, that payment shall instead be due at the time of and as a condition of the building permit. In the instance that the developer requests a delayed payment for townhouses, rowhouses, duplexes, flats, multi-family buildings and mixed-use buildings, the fee is due at the time of permit for the building issuance (example: a six-unit townhouse would require payment for all six units when the permit is pulled for the first unit).
 - b. In consideration for such delayed payment from the time of final platting to the time of building permit issuance, the Developer shall execute a *Developer's Delayed Payment Agreement*, largely similar in form and content to the form provided in Appendix **A-4**, in which they shall agree, among other things:
 - i. That the cash contributions payable will be adjusted in accordance with the "CPI Adjustment" requirements herein;
 - ii. That the cash contributions may be expended for the purposes described in that Agreement;
 - iii. That they accept the validity of the cash contributions as calculated.
 - c. The Developer's Delayed Payment Agreement, or Memorandum thereof, shall be recorded along with the plat of subdivision upon approval by the Village.
 - d. Any delayed payment of cash contributions under this provision shall be calculated based upon the fee in effect at the time at which the Building Permit is issued, including any applicable CPI adjustment.

- e. The Developer must present proof of payment for each unit to the Community Development Department as a condition of the issuance of any Building Permit for such unit.
- C. Payment of school contributions at any time other than as authorized by this Ordinance shall require approval of the Village Board.
- D. **Unspent Fees/Expiration.** If any portion of a cash contribution is not expended for the purposes authorized by this Ordinance within ten years from the date of payment to the Affected District, it shall be subject to refund by the School District. Refunds shall only be provided when the property owner at the time of expiration presents a written request addressed to the affected school district(s) within the eleventh year following the payment. If the request is not made during the eleventh year, at the commencement of the twelfth year, the school district(s), to the extent permitted by law, shall be authorized to declare the funds abandoned and use the money for any legitimate purpose.

19.12.012 – Procedures for Library District Donation

Land or Fee in Lieu of Land donations to the library district serving the property shall be made in the same manner as that provided for School Districts in this Chapter and shall be subject to the same ordinance provisions in all applicable regards, except as follows:

A. Criteria for Requiring Library Site Dedication.

1. The ultimate density of a proposed development shall bear directly on the amount of land required for dedication. New development and increased population create greater demands for adequate and efficient library services to meet the educational, cultural and recreational needs of the citizenry. They create the need for additional library facilities.
2. The total requirement shall be based upon 1.8 square feet per resident (or 0.004132% of an acre per resident). The number of residents per unit shall be based upon the ESTIMATED ULTIMATE SCHOOL POPULATION TABLE PER SCHOOL CLASSIFICATION used in **Exhibit A-1**, including Pre-School through Adult. This shall be presumed to be the appropriate acreage requirements and shall be used in calculating any cash-in-lieu of land contribution herein unless timely objected to as provided herein.
3. Objections to these acreage requirements for any particular development shall be made in accordance with Section 19.12.014 herein. Failure to timely object to these acreage requirements in accordance with Section 19.12.014 herein shall thereafter waive any right to raise an objection at a later time.

- ##### **B. Location.**
- The location of any new library facility shall be determined by the Library District. However, preference will be given to those sites centrally located within the development, allowing for the most efficient utilization of library services.

- C. **Age-restricted developments.** Age-restricted developments (i.e., an exclusively active adult, independent living, or assisted/supported living facility) shall not be exempted from the obligation to provide a Library Dedication.

19.12.013 – Procedures for Park District Donations

Land or Fee in Lieu of Land donations to the Park District serving the property shall be made in the same manner as that provided for School Districts and shall be subject to the same ordinance provisions of this Chapter in all applicable regards except as follows:

A. **Requirement and Population Ratio.**

1. The ultimate density of a proposed development shall bear directly on the amount of land required for dedication for park and recreational purposes.
2. The total requirement shall be 10 acres of park land per 1,000 of the ultimate population and may be used by the Mundelein Parks and Recreation District for such park purposes as are consistent with their planning. These requirements are presumed to be the appropriate acreage requirements and shall be used in calculating any cash-in-lieu of land contribution herein unless timely objected to as provided herein. The number of residents per unit shall be based upon the ESTIMATED ULTIMATE SCHOOL POPULATION TABLE PER SCHOOL CLASSIFICATION used in **Exhibit A-1**, including Pre-School through Adult.
3. Objections to these acreage requirements for any particular development shall be made in accordance with Section 19.12.014 herein. Failure to timely object to these acreage requirements in accordance with Section 19.12.014 herein shall thereafter waive any right to raise an objection at a later time.

- B. **Location.** Park and recreation planning documents adopted by the Village's comprehensive planning documents and the Mundelein Parks and Recreation District shall be used as a guideline in locating sites. A central location that will serve equally the entire development or a location that is adjacent to existing park and recreational land is most desirable. In large developments, these sites can be located throughout the development according to established standards for park area distances.

C. **Credit for Private Open Spaces and Recreation Areas:**

1. Depending on the size of the development, a portion of the park and recreation area in subdivisions or planned unit developments may, at the sole option of the Village Board, be provided in the form of private open space in lieu of dedicated public open space. The extent of the space shall be determined by the Village Board based on the needs of the projected residents and the amount of total park and recreation land for the general area.
2. When subdividers or developers provide private open space for recreation areas and facilities, it may have the effect of reducing the demand for local public recreational

services. Since private open space is not available to the general public of the Village, it is the policy of the Village that private open space may be discounted in value by at least 50 percent or more at the discretion of the Village Board. The actual discount shall be determined based on factors such as, but not limited to: the scale, nature, and location of the private open space and the benefit to be provided.

3. In general, a substitution of private open space for dedicated parks will imply a substantially higher degree of improvement and the installation of recreation facilities and equipment by the developer as part of the developer's obligation. Detailed plans of such areas, including specifications of facilities and equipment to be installed, must be approved by the Director of Community Development. Before any credit is given for private recreation areas, the subdivider or developer must guarantee that these private recreation areas will be permanently maintained for such use by the execution of the appropriate legal documents. When an adjustment for private recreation areas is warranted, it will be necessary to compute the total park land dedication that would have been required from the subdivision or planned development and then subtract the credit to be given.

- D. **Age-restricted Developments.** Age-restricted developments (i.e., an exclusively active adult, independent living, or assisted/supported living facility) shall not be exempted from the obligation to provide a Park Dedication.
- E. **Land Value.** The **Fair Market Value Determination** of Section **19.12.011.3(B)** shall be reduced to \$100,000 to reflect the fact that park and recreation lands will not all be required to be buildable to the same extent as would be necessary for school sites.

19.12.014 – Objection Procedure for all Land Dedication and Contribution Requirements

- A. **Time to File.** The Developer or affected benefiting district(s) may file objections to the calculation or imposition of development impact fees, land dedication or contribution requirements imposed by this Chapter by filing a written objection with the Village Administrator within thirty (30) days after receipt of the calculation determination from the Village of the estimated amount owed pursuant to this Ordinance.
- B. **Failure to File.** Failure to file a concurrence, objection or waiver request with the Village Administrator within the specified time period shall operate as a concurrence with the application of these provisions.
- C. **Form of Filing.** An objection shall be submitted in a format as provided in **Appendix A-5 "Objection"** Form to this Chapter. The form shall be accompanied by the petitioner's proposed alternate determination or set of contribution calculations. The objecting party shall be responsible for notifying the Developer or the affected benefiting district(s), as the case may be, that they have filed such an objection.

D. **Review of Objection.** Upon receipt of an objection, the Village Administrator shall have 30 days in which to review the objection and to render an opinion on the objection which shall be provided to both the developer and to the affected benefitting district(s).

E. **Appeal of Review.** If the developer or affected benefitting district(s) objects to the opinion of the Village Administrator, the Administrator shall forward the objection to the Village Board for consideration. The Village Board shall schedule a public hearing on the matter, to occur within 60 days of receipt of the written objection.

F. **Notices.**

1. The Village Administrator shall notify the Developer and the affected district[s] by certified mail, return receipt requested, of the filing of the objection and of the date, time, and place of the public hearing regarding the same.
2. The Village Administrator shall provide public notice of the hearing date to consider the objection at least 15 days before the public hearing in a newspaper of general circulation in which the affected district(s) are located. The notice shall:
 - a. Indicate the date, time, and place of the public hearing;
 - b. Identify the Developer and the district(s) affected by the objection;
 - c. Describe the nature, scope, and purpose of the objection; and
 - d. Indicate where additional information on the matter can be obtained.

G. **Information and Services to be Used.** The Village Administrator shall make available to the Village Board a copy of the written objection and any supporting documentation thereto, in addition to any other information deemed relevant by the Village Administrator relating to the objection. The Village Administrator may also retain the services of professionals (attorneys, appraisers, statisticians, and the like) to assist in its review of issues raised by any objection. The Developer and the benefitting district(s) may submit their positions, in writing, on the objection and what they believe should be the appropriate fee to the Village Board provided that such information is provided to the Village Administrator at least seven calendar days in advance of any scheduled public hearing.

H. **Procedure for Resolving an Objection.** The Village Board shall conduct a public hearing to resolve a properly filed objection, in accordance with the following procedures:

1. A public hearing shall be held for the consideration of the objection. The Developer and the affected district(s) shall be allowed to participate in the hearing as a party thereto to present evidence, cross-examine witnesses, and make arguments to the Village Board regarding the issues raised in the objection. The public shall be allowed to provide comments relating to the objection.
2. At the request of the developer or affected district(s), the Village Board may continue the hearing to a later date, but in no event shall the hearing be continued beyond 45 days of the original hearing date.

3. Following the conclusion of the hearing, the Village Board shall make a decision within 30 days after the hearing.

- I. **Costs and Fees.** The objector shall bear all costs of the hearing before the Village Board, including but not limited to publication costs, professional consultants, and any other expenses of the Village. The Village may require a deposit or retainer be provided by the objector for this purpose.

SECTION 2: This ordinance and each of its terms shall be the effective legislation of a Home-Rule municipality. It is the intent of the corporate authorities that to the extent that the terms of this Ordinance should be inconsistent with non-preemptive State law, that this ordinance shall supersede State law in that regard within its jurisdiction.

SECTION 3: All ordinances or parts of ordinances in conflict with this Ordinance are expressly repealed.

SECTION 4: Severability. If any provision of this ordinance is held invalid, such provision shall be deemed to be excised from this ordinance and the invalidity thereof shall not affect any of the other provisions of this ordinance. If the application of any provision of this Act to any person or circumstance is held invalid, it shall not affect the application of such provision to such persons or circumstances other than those as to which it is held invalid.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as required by law.

SECTION 6: The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

RESULT:	Passed [Yes 6, No 0, Abstained 0]
MOVER:	Trustee Tim Wilson
SECONDER:	Trustee Jenny Berman Ross
AYES:	Daniel Juarez, Kara Lambert, Robin Meier, Jenny Berman Ross, Erich Schwenk, Tim Wilson
NAYS:	None
ABSTAIN:	None

President

ADOPTED: Monday, April 14, 2025

APPROVED: Monday, April 14, 2025

ATTEST:

Village Clerk

APPENDIX
SCHOOL CONTRIBUTION DOCUMENTS

- A-1** “Estimated Ultimate School Population” Table
- A-2** “School Acreage Needed by School Classification” Table
- A-3** Agreement Between the Village and Benefitting Taxing Body Regarding the Receipt of Developer Subdivision Contributions and Indemnification
- A-4** Agreement Between Developer and Village to Delay Payment of Cash Contributions
- A-5** “Objection” Form
- A-6** Procedures for School Land Dedication

APPENDIX A-1

ESTIMATED ULTIMATE SCHOOL POPULATION TABLE PER SCHOOL CLASSIFICATION (LIBRARY & PARK CALCULATIONS INCLUDE PRESCHOOL – ADULTS)

Unit Type	Pre-School 0-4 Years	Grades K-5 5-10 Years	Grades 6-8 11-13 Years	Total Grades K-8 5-13 Years	Total Grades 9-12 14-17 Years	Adults 18+ Years	Total Per Dwelling Unit
Single Family Detached Units							
0-1 Bedroom	0.000	0.000	0.000	0.000	0.000	1.700	1.7
2 Bedrooms	0.113	0.136	0.048	0.184	0.020	1.7	2.017
3 Bedrooms	0.292	0.369	0.173	0.542	0.184	1.881	2.899
4 Bedrooms	0.418	0.530	0.298	0.828	0.360	2.158	3.766
5 Bedrooms	0.283	0.345	0.248	0.593	0.300	2.594	3.770
Duplex, Stacked Flat, Attached/Town Home Units							
0-1 Bedroom	0.000	0.000	0.000	0.000	0.000	1.193	1.193
2 Bedrooms	0.064	0.088	0.048	0.136	0.038	1.752	1.990
3 Bedrooms	0.212	0.234	0.058	0.292	0.059	1.829	2.392
4 Bedrooms	0.323	0.322	0.154	0.476	0.173	2.173	3.145
Apartment Units							
0 Bedrooms	0.000	0.000	0.000	0.000	0.000	1.193	1.193
1 Bedroom	0.000	0.002	0.001	0.003	0.001	1.754	1.758
2 Bedrooms	0.047	0.086	0.042	0.128	0.046	1.693	1.914
3 Bedrooms	0.052	0.234	0.123	0.357	0.118	2.526	3.053

**Source quoted from Fiscal Impact Study for Proposed Ivanhoe Village School Districts 79 & 120, May 14, 2024 memorandum from Johnson Research Group to Fremont School District 79 and Mundelein High School District 120. Citing this 1996 study; referencing Illinois School Consulting Service/Associated Municipal Consultants, Inc.*

Source: Ehlers & Associates, Inc., November 2000

**A bedroom, as used in this Ordinance, shall include any room which may be used for bedroom purposes, such as a den, study, loft or extra room located on any floor in a dwelling unit which may be convertible into a sleeping area and is not clearly identified for some other specific purpose such as a kitchen (one per unit), dining room (one per unit), living room (one per unit), bathroom(s) and family room (one per unit).*

APPENDIX A-2

SCHOOL ACREAGE NEEDED BY SCHOOL CLASSIFICATION

<i>School Classification by School</i>	<i>Number of Students (School Capacity)</i>	<i>Site Area Needed (Acres)</i>
Elementary School (grades k-5)	600	11
Junior High (grades 6-8)	900	29
High School (grades 9-12)	1,500	45

APPENDIX A-3

AGREEMENT BETWEEN THE VILLAGE AND BENEFITTING TAXING BODY REGARDING THE RECEIPT OF DEVELOPER SUBDIVISION CONTRIBUTIONS AND INDEMNIFICATION PURSUANT TO VILLAGE ORDINANCE

WHEREAS, the Village of Mundelein, IL on behalf of itself, its officers, employees and independent contractors (the “Village”), through Chapter 19.12 of its Municipal Code has required that Developers make contributions to government bodies affected by the subdivision improvements; and

WHEREAS, such contributions may be in land or in money and, when transferred or paid over to those government bodies, inure in part to the benefit of those government bodies and not entirely to the direct benefit of the Village; and

WHEREAS, from time to time within the Village, and within other municipalities, disputes have arisen regarding the validity and amount of such contributions; and

WHEREAS, the Village is willing, at its discretion, to continue seeking the contribution of land or money but wishes to procure a commitment from other government bodies benefitted by the receipt of such contributions that those government bodies will: (a) acknowledge that the requirement that such subdivision contributions be made are totally within the discretion of the Village as to their existence, manner, and amount; (b) pay the cost of defending any lawsuit that is filed challenging the appropriate amount of the contributions, the time at which they are to be made, or any other aspect of the contributions; and (c) comply with the terms of a final and non-appealable judicial determination by a court of competent jurisdiction rendered in connection with the lawsuit; and

WHEREAS, the Village is willing, in its discretion, to pay over or require contributions only to other government bodies that execute this Agreement annually.

NOW, THEREFORE, in consideration for the payment of money or the transfer of land to the _____ (“Benefitting Government”), which the Village, from time to time, may within its discretion cause to be made by Developers that are subdividing property, it is agreed between the Village, on behalf of itself and its officers, employees and independent contractors, and the Benefitting Government as follows:

1. The Benefitting Government acknowledges that, except as otherwise provided in Chapter 19.12 of its Municipal Code, the Village is not obligated to cause the payment of money or the transfer of land to the Benefitting Government. The Benefitting Government recognizes that the Village may, at its sole discretion, amend its ordinances or its practices to discontinue the payment of subdivision contributions to the Benefitting Government.

2. Legal Representation and Costs:

A. In the event a lawsuit is filed against the Village and/or the Benefitting Government by a Developer that is subdividing property or any other person, corporation or entity that challenges the appropriateness, amount, timing or any other aspect of a subdivision contribution that, pursuant to the terms of Chapter 19.12 of the Village of Mundelein Municipal Code, has been paid or is due to the Benefitting Government, then the Benefitting Government does agree to pay the costs and litigation expenses (including reasonable attorneys' fees) incurred by the Village in defending such lawsuit. The costs and expenses shall be paid by the Benefitting Government when and as incurred by the Village but in no event more than once a month. As a condition precedent to the payment of these costs and expenses, the Village shall submit to the Benefitting Government copies of the original statements reflecting the costs and expenses, together with the non-privileged supporting documentation that may be reasonably requested by the Benefitting Government.

B. The Village covenants and agrees that it shall employ competent and skilled legal counsel to represent the Benefitting Government and the Village, and further covenants and agrees that it shall keep the Benefitting Government fully advised as to the progress and status of the litigation. In particular, the Village shall provide to the Benefitting Government copies of all pleadings filed in the litigation and shall consult regularly (and shall cause its attorneys to consult regularly) with the Benefitting Government or its attorneys, as applicable, as to the strategy for defending the lawsuit. In no event may such litigation be compromised or settled by the Village without at least 30 days' prior written notice to the Benefitting Government.

C. In the event the Benefitting Government decides that it would prefer to be represented in the litigation by legal counsel of its own choosing, then the Benefitting Government shall be free to retain its own legal counsel for that purpose, to intervene in the litigation and to ask the Village to terminate its representation of the Benefitting Government under Section 2 of this Agreement. The Benefitting Government shall notify the Village in writing to that effect. In that event, this Agreement shall remain in full force and effect regarding all other provisions of this Agreement, and the Benefitting Government shall remain liable to the Village for all sums that have accrued under this Agreement up until the date that such written notice is received and for all sums that remain due and owing from the Benefitting Government to the Village relating to the defense of any lawsuit under the terms of this Agreement. Further, the Village shall be permitted to continue to defend itself in such lawsuit, and notwithstanding the Benefitting Government's withdrawal from such representation, the Benefitting Government shall still indemnify the Village for the Village's costs incurred in such defense.

3. The Benefitting Government shall further indemnify and hold harmless the Village from any and all liability arising from Chapter 19.12 of the Village of Mundelein Municipal Code, including but not limited to the general administration and handling of funds required by the Village and/or the Benefitting Government.

4. In the event a final and non-appealable judicial determination is made by a court of competent jurisdiction that contributions of land or money received by the Benefitting Government are, in whole or in part, excessive, the Benefitting Government shall promptly repay those contributions to the person who procures such a judgment, together with all other amounts judged by the court to be owing from the Benefitting Government. In the event a judicial determination should require the payment of damages or payment of the attorneys' fees of the plaintiff's attorneys, the Benefitting Government shall pay all additional amounts.

5. In further consideration of the continued authorization by the Village enabling the Benefitting Government to collect the subject contributions of land or money, the Benefitting Government agrees that its obligations under this Agreement shall extend to both past and future cash and land contributions.

6. Within thirty (30) days of a request by the Village, the Benefitting Government shall submit a report to the Village describing the way the payments have been used and provide any additional information the Village may require. When that money turned over to the Benefitting Government is to be used for a specific purpose or within a specific time period, the report shall address those issues. If the Benefitting Government should fail to file such a report with the Village, the Village may require that any further payments made pursuant to Chapter 19.12 of the Village of Mundelein Municipal Code shall be escrowed by the Developer instead of paid directly to the Benefitting Government until such time as a full report containing adequate information is transmitted to the Village or for a twelve (12) month period and then be returned to the Developer, whichever is sooner. The Benefitting Government understands that it will be asked to execute an indemnity agreement similar to this agreement on an annual basis and that the Village shall not pay or cause to be paid any additional funds due to the Benefitting Government until such time as the Village is in receipt of such annually executed indemnity agreement.

7. This Agreement shall automatically renew each year, but it is terminable by either party for any reason or no reason at all upon 30 days' prior written notice to the other party evidencing the intention to so terminate this Agreement. But the termination of this Agreement shall not affect the continuing obligation of the Benefitting Government or the Village with regard to claims or damages allegedly arising out of the Village's efforts prior to termination to impose, collect or distribute contributions, or to the actual distribution of subdivision school contributions.

DATED this _____ day of _____, 20__.

VILLAGE OF MUNDELEIN

The Benefitting Government

Village President

Title: _____

ATTEST:

ATTEST:

Village Clerk

Secretary

APPENDIX A-4
AGREEMENT BETWEEN DEVELOPER AND VILLAGE TO DELAY
PAYMENT OF CASH CONTRIBUTIONS

This agreement ("Agreement") is entered into between the Village of Mundelein, IL (the "Village") and _____, ("Developer").

WHEREAS, the Village has approved a final plat of subdivision or a final plat of a planned development at the request of Developer for the real estate legally described in Exhibit _____ attached hereto and made a part hereof (the "Land"). Accordingly, pursuant to Chapter 19.12 of the Village of Mundelein Municipal Code ("Ordinance"), certain cash contributions for school lands are immediately due the Village (or affected school districts) from the Developer; and

WHEREAS, Developer has, however, requested that the payment of the aforesaid cash contributions be delayed and that the same become due and payable on a per dwelling unit basis at the time the Village issues a building permit for the particular dwelling unit.

NOW, THEREFORE, in consideration for the Village agreeing to delay the collection of the cash contributions, Developer hereby agrees as follows:

1. The amount of cash contributions owed shall be calculated based upon the Ordinance, or as provided for in such other future ordinance amending or replacing the Ordinance, which is in effect at the time of the issuance of a building permit; and

2. Notwithstanding any present or future law, regulation and/or legal precedent to the contrary, the unit of local government that is the ultimate recipient of the subject cash contributions may expend such contributions for any of the following purposes intended to serve immediate or future needs of the residents and children of the Developer's subdivision or planned development: (a) for the acquisition of land; (b) for site improvements such as, by way of example, streets, curbs, gutters, stormwater control, and utility extensions; (c) for construction of capital facilities, including, by way of example, new buildings and structures, and the expansion or enhancement of existing buildings and structures; and (d) for so-called soft costs directly related to the foregoing items (b) or (c) such as architectural and engineering costs.

3. Developer has reviewed the Ordinance regarding the dedication of school sites or cash contributions in lieu thereof, as well as all of the methodology, formulae, calculations, projections, assumptions, numbers and other factors used to arrive at the land dedication requirements or cash contributions in lieu thereof that are the subject of this Agreement (hereinafter referred to as the "Ordinance and Attendant Calculations") and hereby acknowledges and agrees that:

(a) Pursuant to the terms of the Ordinance, Developer has been offered the opportunity to raise in a hearing before the Village, any objections relating to acreage

requirements, presumptions as to fair market value, the Density Formula, or any other application of the Ordinance; Developer has not raised such objections; Developer has thereby waived the right to assert those objections;

(b) Developer hereby waives any future right to object to or to institute any legal action regarding the Ordinance and Attendant Calculations; and

(c) Developer hereby acknowledges that the Ordinance and Attendant Calculations have been properly passed, calculated, and imposed.

4. This Agreement constitutes a covenant that is appurtenant to and runs with the land. Either this Agreement or a memorandum thereof may be recorded against legal title to the land by either party hereto; provided, however, it shall be a condition of the Village's issuance of the first building permit for a dwelling unit on the land that Developer shall provide satisfactory evidence to the Village that this Agreement or a memorandum thereof has been recorded against legal title to the land.

5. Developer represents and warrants to the Village that it is the sole holder of record fee title to the Land.

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be duly authorized, executed and entered into as of the _____ day of _____, 20__.

VILLAGE OF MUNDELEIN

Village President

Developer

APPENDIX A-5

OBJECTION FORM:

OBJECTION TO THE VILLAGE OF MUNDELEIN SCHOOL CONTRIBUTION CALCULATION

This form shall be completed by the Developer or the affected school district(s) and submitted to the Village of Mundelein Village Administrator when filing an objection to Village's School Contribution Calculation. Failure to submit this objection form within the specified time period shall operate as a concurrence with the School Contribution Calculations.

Site PIN(S): _____

Development/Subdivision Name: _____

Developer Name: _____

Name of Primary Contact Person: _____ Phone Number: _____

Email: _____

Mailing Address: _____

Village of Mundelein School Contribution Calculations for this development include (circle one):

Land Contribution Cash Contribution Both Land and Cash Contribution

Detailed Description of Objection (please attach additional pages and/or documents as necessary)

Applicant Signature

DATE: _____

APPENDIX A-6

Procedures for School Land Dedication

All land dedications imposed by Chapter 19.12.011 shall be made to the affected school district(s) prior to final plat approval unless provided for otherwise as noted below.

1. *Reservation of land.* Whenever all or part of the land to be developed is shown on an officially adopted state, county, or municipal plan for a school site, the Developer shall show all lands so designated as dedicated or reserved for that purpose in accordance with the provisions of the Village's subdivision requirements.

2. *Dedicated land.*

- (a) The topography, soils, and natural features present on dedicated school sites and surrounding areas must be suitable for their intended use. Wetlands, stormwater detention areas, retention areas, and areas of steep slope shall not be acceptable for purposes of required land dedication calculations.
- (b) All sites shall be dedicated in a condition ready for full service of electricity, natural gas, telephone and cable television, water and sewer, streets (including enclosed drainage and curb and gutter, where applicable), and sidewalks and landscaping, all as applicable to the location of the site, and shall otherwise comply with the requirements of the Village of Mundelein Municipal Code. The site shall have direct access to a fully improved street. Where appropriate, new school sites should be accessible by a bicycle/pedestrian trail. Any vehicular access route leading to or on the site shall be of sufficient size and good geometry to properly accommodate vehicles that will access and traverse the site, including but not limited to good principles of traffic circulation, accommodation of one-way and/or two-way drives for school buses, separation of bus traffic from passenger automobile traffic, bus drop-off areas separate from publicly dedicated streets, guest and employee parking areas, and the like.

3. *Designation on plat.* Land to be dedicated for public school purposes shall be labeled on the final plat, "Hereby Dedicated to the (School District) for Public School Purposes".

4. *Transfer of Land.* When land is to be conveyed under this Ordinance, all property to be conveyed to the relevant public body shall be conveyed either by warranty or trustee's deed. The fee owner(s) shall be responsible for conveying good, merchantable title to such property, and shall be responsible for payment of all real estate taxes, which might be extended or levied against such property, for any tax years or periods prior to the time of conveyance.

Municipality	Ordinance/Code	Section	Fair Market Value	Park Land	K thru 5	6 thru 8	High School	Library Contribution	Lag Fees
Mundelein	Ordinance under consideration		\$150,000	10/1000	11/600	29/900	45/1500	Yes	No
Vernon Hills	Ordinance	Section 4.00	\$190,000	2.5 - 5/1000	11/600	19/900	50/2000	No	No
Libertyville	Ordinance	Sections 22-136 - 22-145	\$250,000	15/1000	16/900	16/900	50/2000	No	No
Buffalo Grove	Ordinance	19.01.010	\$175,000	5.5/1,000	11/600	19/900	40/2300	Yes	No
Lincolnshire	Ordinance	Title 7, Chapter 7	unspecified	10/1000	11/600	29/900	50/2500	Yes	No
Wauconda	Ordinance	Section 151.35	\$100,000	15/1000	11/600	19/700	40/1000	Yes	Yes - annexation
Hoffman Estates	Ordinance	10/9/2002	unspecified	5.5/1000	11/600	29/1200	55/2,500	No	No
Algonquin	Ordinance	22.08	\$157,000	10/1000	15/670	25/850	70/1500	No	No
Grayslake	Ordinance	16.32	\$100,000	15/1000	11/600	19/900	48/2300	Yes (\$500/unit)	No
McHenry	Ordinance	Chapter 8	\$80,000	15/1000	20/450	35/600	90/1500	Yes	No
Crystal Lake	Ordinance	12.04 UDO	\$163,276	10/1000	7/578	15/983	80/1655	Yes	No
Glenview	Ordinance	Division 3.	\$500,000	5/1000	11/600	29/900	55/2300	No	No
Antioch	Ordinance	11-3-8, 11-3-9	unspecified	13/1000	11/600	29/900	53/2300	Yes (\$266/unit)	No
Arlington Heights	Ordinance	Article IV, 29-401	\$165,000	9/1000	10/600	18/900	54/2300	Yes (\$119.28/patron)	No
Barrington	Ordinance	Section 11-3-25	\$196,000	10/1000	11/600	29/900	45/1500	Yes	No
Barrington 2	Ordinance		\$500,000		15/500	25/800	72/2500		No
Barrington 3	Ordinance		\$196,000		15/600	30/900	60/1800		No
Deerfield	None Found		N/A						No
Fox Lake	Ordinance	Subdivision, App B	\$20,000	6/1000	11/600	19/900	48/2300	No	No
Highland Park	Ordinance	Sec 160.502	unspecified	10.5/1000	8.5/350	26/600	24/1500	Yes	No
Lake Forest	Ordinance	150.531	\$832,500	10/1000	5/450	22/1260	50/1500	Yes	No
Lake Bluff	Ordinance	Ch 4, 11-4	\$583,200	7.3/1000	15/600	30/900	50/1500	Yes	No
Lake Zurich	Ordinance - Different formula	section 10-4-5	\$120,000	15/1000	N/A	N/A	N/A	No	No
Lindenhurst	No methodology for calc.		N/A	N/A	N/A	N/A	N/A	No	No
Huntley	Ordinance	Ch 155, 155.200	\$126,000	10.5/1000	15/450	25/600	70/1500	Yes (\$250/unit)	No
Lake in the Hills	Ordinance	Sectino 6 Subdivision Control	\$105,000	10/1000	15/450	25/600	70/1500	No	No
Northbrook	None found		N/A	N/A	N/A	N/A	N/A	No	No
Riverwoods	No methodology for calc.		\$200,000	6.6/1000	N/A	N/A	N/A	No	No
Round Lake	Ordinance	16.16	50000	15/1000	12/600	32/900	60/1500	No	No
Wheeling	Ordinance	17.26	unspecified	7.45/1000	11/600	19/900	40/2300	Yes	No
Palatine	None found	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Lemont	Ordinance	UDO 17.18	150000	10/1000	15/650	25/1200	80/3000	Yes	No