

## A. FINDINGS AND PURPOSE:

1. It is declared to be the policy of the Village that the provision of school services 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.
2. New residential developments cause and impose increased and excessive demands upon the school districts that are specifically and uniquely attributable to those new residential developments.
3. Planning projections indicate that new residential development shall continue and shall place ever-increasing demands on the school districts.
4. Development potential and property values are influenced and affected by Village policy as expressed in the comprehensive plan and as implemented by the Zoning Code and other ordinances and regulations.
5. To the extent that new residential developments place demands upon the school districts 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.
6. The amount of the Educational Facilities Impact Fee to be required of new residential developments shall be determined by a future triennial needs assessments and, pursuant thereto, the proportionate share cost of the additional school facilities needed to support such developments shall be calculated. The additional school facilities shall be identified in capital improvement programs, thereby ensuring that new residential developments are required to pay only that portion of the costs of acquiring needed lands and only that portion of the costs of constructing needed school facilities specifically and uniquely attributable to the new residential development.
7. Investigation shows that the average delay for a residence appearing, in full, on the tax rolls is about 15 months. School districts are, therefore, forced to bear the burden of educating the children from new construction for a significant period before receiving any Educational Facilities Impact Fees.
8. The Board of Trustees, after careful consideration, hereby finds and declares that imposition of Educational Facilities Impact Fees upon new residential developments to finance specified school 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.

B. **DEFINITIONS:** In addition to the definitions in Section 22.02 of this Subdivision Code, the following words and phrases shall, for the purposes of this Section, have the meanings respectively ascribed to them in this subsection, except when the context otherwise indicates.

**Bedroom:** 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 (1 per dwelling unit), dining room (1 per dwelling unit), living room (1 per dwelling unit), bathroom(s) and family room (1 per dwelling unit).

**Building permit:** The permit issued by the Village for the construction, reconstruction, alteration, addition, repair, placement, removal or demolition of or to a building or structure within the corporate limits of the Village.

**Building site:** An area of land designed, intended or used as a location for a structure.

**Capital budget:** The portion of the school districts' annual budget devoted to the funding of capital improvement projects.

**Capital improvement:** A project or piece of equipment with a useful life in excess of three years and limited to the following improvements to sites: newly constructed buildings; newly constructed structural improvements to buildings and permanent additions to buildings; systems that are being installed within newly constructed buildings or within permanent additions to buildings (including, but not limited to, electrical systems, plumbing systems, fire protection systems, and heating, ventilation, and air conditioning systems); additions to or replacements of systems within existing buildings to the extent necessary to meet the demands of development; grading, landscaping, seeding, and planting of shrubs and trees on sites and adjacent ways; retaining walls and parking lots on sites; the initial surfacing and soil treatment of athletic fields and tennis courts, when undertaken or constructed with the construction of a new school or permanent additions thereto; furnishing and installing for the first time fixed playground apparatus, flagpoles, gateways, fences, and underground storage tanks that are not part of building service systems; and demolition work.

**Capital improvement program:** A multi-year plan of each school district that: (a) projects, for a planning period of at least five years, the need for capital improvements within the school district; (b) sets forth a schedule for the construction, acquisition, or leasing of the capital improvements to meet the projected need; (c) indicates the size and general location of the needed capital improvements; (d) identifies the estimated costs of constructing, acquiring, or leasing the needed capital improvements; and (e) sets forth the anticipated funding sources and funds to be received by the school district (including, but not limited to, funds that will be received from the sale of existing capital improvements) for the construction, acquisition, or leasing of the needed capital improvements.

**Comprehensive Plan:** The official plan for the development of the Village adopted by the Board of Trustees.

**Cost:** Expenditures incurred or estimated to be incurred to fund a capital improvement project. These costs include, without limitation, acquisition of land, construction of improvements,

equipping of facilities, and administrative, engineering, architectural and legal expenses incurred in connection therewith.

**Detention area:** A dry-bottom area of land that provides for the temporary storage of stormwater runoff.

**Developer:** A person or entity undertaking to develop property for residential use. For purposes of this Section, developer shall include, without limitation, the owner(s), sub-divider(s), developer(s), contractor(s) or any other person(s) or entity who causes the division of property for residential uses or who causes a building improvement on the property for residential use.

**Development:** Any of the following activities occurring on or after January 1, 2005:

- a.. Any subdivision of land;
- b. Any resubdivision or modification of an existing subdivision;
- c. Any planned development;
- d. Any modification of an existing planned development; or
- e. Any construction, reconstruction, alteration, addition, repair, or placement of or to a building, that requires the issuance of a building permit.

**Development approval:** The approval by the Board of Trustees of any final plat of subdivision or planned development. Reference herein to the phrase “payment at development approval” means payment prior to the recording of any final plat of subdivision or planned development.

**Dwelling unit:** A building or portion thereof designed or used exclusively for residential occupancy, but not hotels, motels, boarding or lodging houses.

**Educational facility:** Any or all school sites and/or school district capital improvements.

**Educational Facilities Impact Fee:** A special and additional fee imposed pursuant to the provisions of this Section.

**Gross acreage:** The entire area of a parcel of real property or a building site expressed in acres or portions thereof.

**Lot:** As defined in the Zoning Code.

**MAI:** The professional designation “Member, Appraisal Institute” as conferred by The American Institute of Real Estate Appraisers.

**Proportionate share:** The cost of a educational facility specifically and uniquely attributable to a development; after the consideration of the generation of additional demand from the development; and any appropriate credits for contribution of money, dedication of land, or taxes dedicated for such projects.

**Residential development:** Any development, as defined herein that is (a) used, or is designed or intended to be used, entirely or in part, for residential purposes, and (b) contemplates, or results in, a net increase in the number of lots, dwelling units, or bedrooms over that which previously existed on the property on which the development is, or is to be, located.

**Retention Area:** A wet-bottom area of land, which provides for the temporary storage of storm water runoff.

**School district:** The following public schooldistricts:

- a. Prairie Grove Consolidated School District No. 46; and
- b. Crystal Lake Community Consolidated School District No. 47; and
- c. Community High School District No. 155.

**Site plan:** A document prepared to scale indicating accurately the dimensions and boundaries of a site; and showing the location of all proposed buildings, structures, uses, and principal site development features for a parcel of land.

**Sites:** Lands that are: (a) leased or owned, or to be leased or owned, by a school district; and (b) used, or to be used, or capable of being used for any purposes of the school district.

**Specifically and uniquely attributable:** A new development creates the need, or an identifiable portion of the need, for additional capacity to be provided by educational facilities.

**Table of Estimated Ultimate Population Per Dwelling Unit:** The 1996 version of the population projection table, by dwelling unit type and age categories, prepared by Associated Municipal Consultants, Inc., of Naperville, Illinois, a division of Ehlers & Associates, Inc., of Minneapolis, Minnesota. (See Exhibit A to Section 22.12 at the end of this Section.)

**Triennial Needs Assessment:** Those certain assessments prepared, or to be prepared, by the school districts every 3 years.

**Wetland:** An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

C. ADMINISTRATION:

1. General Procedures for Educational Facilities Impact Fees:
  - a. Calculation of Educational Facilities Impact Fees: The Building Inspector shall calculate educational facilities impact fees established pursuant to this Section.
  - b. Schedule of Educational Facilities Impact Fees: The educational facilities impact fees established pursuant to this Section shall be in the amount set forth herein. The Board of Trustees may, but shall

have no obligation to, adjust the amount of the educational facilities impact fees set forth herein on an annual or triennial basis, based on the Board of Trustees' review and consideration of future triennial needs assessments filed by the school districts. Unless and until an adjustment has been made, the schedule set forth herein shall be deemed to be the current and appropriate schedule of educational facilities impact fees.

- c. **Review of Triennial Needs Assessment:** The Board of Trustees shall consider and review future triennial needs assessments on file in the Village Hall to determine whether each school district has made such modifications thereto as are deemed necessary as a result of (1) development occurring in the prior year, (2) school facilities actually constructed, (3) changing school facilities needs, (4) inflation, (5) revised cost estimates for school facilities, (6) changes in the availability of other funding sources applicable to school facility projects, and (7) such other factors as may be relevant.
  
- d. **Time of Payment:** All educational facilities impact fees imposed by this Section shall be due and payable upon development approval. For any lot which received development approval prior to the enactment of this Section, and which remains vacant at the time this Section was enacted, all fees imposed by this Section shall be calculated and shall be due and payable at the time a building permit is issued. At the time of payment, the subdivider or developer shall receive a copy of this Section and shall execute an acknowledgment that a copy of the Educational Facilities Impact Fee has been received. The executed acknowledgment shall be maintained and filed along with documents evidencing proof of payment of the educational facilities impact fees by each subdivider or developer.
  - (1) **Payment at Time of Development Approval:** In calculating the educational facilities impact fees to be paid at the time of development approval, the Village will assume the maximum density permitted under the zoning classification approved. For example, if the subdivision in question is zoned single family, the Village will assume for purposes of calculating educational facilities impact fees payable, pursuant to this Section, that all houses will have four bedrooms. The Village will then hold sufficient funds pending issuance of the building permit to enable it to refund any overpayments resulting from the fact that houses with other than four bedrooms are constructed. Refunds shall be made at time of issuance of the building permit.
  
  - (2) **Payment at Time of Building Permit Issuance:** The Village may agree that the payment of the educational facilities impact fees may be made at the time of building permit issu-

ance in consideration of which the subdivider or developer shall execute the agreement (Exhibit B to Section 22.12 at the end of this Section) (the “Agreement”). The Agreement essentially provides that the developer agrees: (a) that the educational facilities impact fees payable will be adjusted in accordance with the requirements herein; (b) that the educational facilities impact fees may be expended for the purposes contained in this Section and (c) to accept the validity of the Educational Facilities Impact Fee and the educational facilities impact fees as calculated. The Agreement shall be recorded along with the plat of subdivision upon approval by the Board of Trustees.

In the event the Village agrees to delay the payment of fees required herein to the time of building permit issuance, the fees owed shall be those that are in effect at the time the building permit is issued.

- e. **Transfer of Funds to Accounts:** Upon receipt of the applicable educational facilities impact fees, the Building Department shall deposit and disburse such fees as set forth herein.
  - f. **Establishment and Maintenance of Accounts:**
    - (1) The Village shall establish accounts in a bank authorized to receive deposits of Village funds.
    - (2) The educational facilities impact fees deposited in these accounts shall be used solely for the purposes specified herein.
    - (3) The Village staff shall maintain and keep adequate financial records for each such account, which shall show the source and disbursement of all revenues, and which shall account for all moneys received.
  - g. **Disbursement of Funds:** In order to ensure that each distribution of educational facilities impact fees from the accounts shall be used solely and exclusively for the provision of projects specified in a given needs assessment, prior to the Board of Trustees authorizing disbursement of any such funds, the Village shall be in receipt of an intergovernmental agreement between the Village and each school district receiving such funds, annually executed by each party, governing certain aspects of the implementation of this Section.
2. **Use of Educational Facilities Impact Fees:** Educational facilities impact fees paid pursuant to this Section shall be restricted to use solely and exclusively for paying the cost of school land and school facilities, whether

payment is made directly therefore, or as a pledge against bonds, revenue certificates, or other obligations of indebtedness.

3. Effect of Educational Facilities Impact Fees on the Zoning Code and Subdivision Code Regulations: This Section shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements; or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other applicable regulations of the Village, which shall be operative and remain in full force and effect without limitation with respect to all such development.
4. Educational Facilities Impact Fees as Additional and Supplemental Requirement: Educational facilities impact fees are additional and supplemental to, and not in substitution of, any other requirements imposed by the Village on the development of land or the issuance of building permits. In no event shall a property owner be obligated to pay for school facilities in an amount in excess of the amount calculated pursuant to this Section; but, provided that a property owner may be required to pay, pursuant to Village ordinances, regulations or policies, for other public facilities in addition to the educational facilities impact fees.
5. Land in Lieu of Educational Facilities Impact Fees:
  - a. Each school district may make a request in writing to the Board of Trustees to allow for a donation of land in lieu of educational facilities impact fees related to any development. Such a request shall specifically itemize the school district's reasons for requesting land in lieu of educational facilities impact fees.
  - b. Upon receipt of a request from a school district for land in lieu of educational facilities impact fees, the Board of Trustees shall consider and perform an analysis of such request, and make a determination thereon by resolution duly adopted. The resolution shall be based upon a review of the triennial needs assessment on file with the Village for the school district making the request, as well as the following factors: (1) other developments occurring in the prior year within the surrounding area of the development, (2) school facilities actually constructed and servicing the surrounding area of the development, (3) changing school facility needs and capacity at existing school facilities servicing the surrounding area of the development, and (4) such other factors as the Board of Trustees may deem to be relevant.
  - c. Reservation of Additional Land: Where land is requested in lieu of an educational facilities impact fee or in lieu of a portion of an educational facilities impact fee, and the comprehensive plan or the standards of the Village call for a larger school site in a particular residential development than the developer is required to dedicate,

the land needed beyond the developer's dedication shall be reserved in accord with the Illinois Compiled Statutes for subsequent purchase by the school district; provided that a negotiated purchase is made within 1 year from the date of approval of the final plat, or an agreement between the developer and the Village is recorded outlining specific conditions for the conveyance of such property. Failure to purchase or acquire the property by the school district shall not relieve the developer of the obligation to pay the impact fee required by this Section.

- d. **Combining with Adjoining Development:** Where land is requested in lieu of an educational facilities impact fee and the residential development is less than 40 acres, where practical, a school site should be combined with dedications from adjoining developments in order to produce a usable school site without undue hardship on a particular developer.
- e. **School Site Standards:** A school site shall be dedicated in a condition ready for full infrastructure improvements as required by this Section, including but not limited to electrical service, water service, sanitary service, storm sewer and street improvements, as applicable to the location of the site, and shall otherwise comply with the requirements of the Village's ordinances and regulations. Depending upon the projected timing for the construction of school facilities, a cash contribution may be required in lieu of the sidewalk and street improvements. The cash contribution shall be equal to the cost of such improvements consistent with approved engineering plans and estimates of cost. The site shall have direct access to a fully improved street across at least 20 percent of the distance of its perimeter. School sites should ideally be accessible by a bicycle/pedestrian trail, and any such access route onto the property shall be at least 30 feet wide. Such access routes should normally be dedications and not easements, depending on which entity of government is to be responsible for said routes. 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. Such off-street access routes, drives, drop-offs, and parking areas will not be dedicated rights-of-way and shall be the responsibility of the owner of the site to maintain.
- f. **Topography and Grading:** The slope, topography and geology of the dedicated site, as well as its surroundings, must be suitable for its intended purpose. Storm water detention areas shall not be accepted for Village ownership and maintenance, and the portion of a



detention area designed to function primarily as a component of the storm water control system shall not serve as a credit toward the site dedication. Storm water retention areas shall not be accepted for Village ownership and maintenance and shall not serve as a credit toward the site dedication. Wetlands, flood plains, detention areas, retention areas and areas of steep slope shall not be accepted as school sites and shall not serve as a credit toward the site dedication.

In addition, the following site conditions and preparation standards shall be met:

(1) Slope:

- (a) Should not vary greatly in appearance from existing and adjacent slopes;
- (b) Optimum slopes range from two percent minimum to 5 percent maximum. No less than 2 percent slope is acceptable under any circumstances;
- (c) Maximum allowable slope is 10 percent, except under special conditions where greater slopes are desirable to enhance the use of the site;
- (d) On-site drainage patterns shall be designated and constructed to:
  - (i) Ensure flow toward swales; and
  - (ii) Ensure drainage away from active areas.

(2) Grading:

- (a) Rough grading shall be completed at time of rough grading of adjacent contiguous area;
- (b) Grading shall comply with Village approved plans;
- (c) Subgrade shall be graded and compacted so it will parallel finished grade;
- (d) Subgrade material shall be loosened and fine graded to a depth of 2 to 4 inches. All stones over four inches in size, sticks, debris, rubbish and other foreign substances shall be removed; and
- (e) Finished grades shall be uniform in slope between points for which elevations have been established.

(3) Soils:

- (a) Soils shall not differ from those naturally occurring;
- (b) Soils shall not offer any restriction to the ultimate use of the property;
- (c) Topsoil shall be spread evenly and lightly compacted to a minimum depth of six6 inches over the entire site;
- (d) Topsoil must be good, friable soils with good tillage and shall be without any admixture of subsoil, clay, gravel, stones, debris, refuse, sand or other subsurface elements;
- (e) Topsoil shall not be placed in a muddy or frozen condition;
- (f) Topsoil shall contain no toxic substances which may be harmful to plant growth; and
- (g) Topsoil shall be spread no later than the placement of topsoil on the first lot adjacent to the site.

(4) Seeding:

- (a) All proposed school sites shall be seeded and an acceptable stand of grass or vegetation established prior to dedication of the area to the appropriate school district.
- (b) Seeding shall be completed during the fall or spring planting times, depending upon the recommended seed planting specifications;
- (c) Seeding shall be on moderately dry soil on a seed bed which will easily accept and nurture germination of seeds;
- (d) Seeding shall be watered sufficiently so that the vegetation becomes reasonably established; and
- (e) The developer shall be responsible for making necessary reparations to the site caused by erosion or other damage. Reparations shall be completed prior to acceptance of the site.

- g. Environmental Risk Audit: Prior to the conveyance of any land to the school districts the intended grantee shall be furnished with an environmental risk audit prepared by an environmental professional meeting the minimum requirements of 415 ILCS 5/22.2(j)(6)(E)(iii), certified to and acceptable to the grantee, assuring the grantee that there are no hazardous substance(s) (as defined hereinafter) on, under, to or from the land. Said environmental audit shall be what is commonly referred to as a Phase I Environmental Audit, which shall meet the minimum requirements for a pre-acquisition audit as set forth in 415 ILCS 5/22.2 (j)(6)(E)(iii)(v).

In the event the Phase I Environmental Audit does not conclude there is no presence or likely presence of a release or substantial threat of a release of hazardous substance(s) or pesticide on, under, to or from the land, the grantee shall furnish a Phase II Environmental Audit as set forth in 415 ILCS 5/22.2 (j)(6)(E)(iii)(vi), including a soil toxicity analysis and recommendation from said environmental professional, meeting the minimum requirements of 415 ILCS 5/22.2 (j)(6)(E)(iii), which concludes that there is no presence or likely presence of a release or substantial threat of a release of hazardous substance(s) on, under, to or from the land, and certifying that, in the judgment of said environmental professional, there is no reasonable probability that the land contains any hazardous substance(s) in violation of any federal or state environmental standards.

In the event said Phase II Environmental Audit and/or soil toxicity analysis discloses the presence or likely presence of a release or a substantial threat of a release of any hazardous substance(s) at, on, under, to or from the land to the conveyed, the grantor shall first cause all such hazardous substance(s) to be removed at its sole cost and expense in accordance with all federal, state and local environmental laws, rules and regulations and furnish the intended grantee with a "No Further Remediation Letter" from the governmental agencies having jurisdiction over the clean up prior to conveyance of any of the land to the intended grantee.

Prior to the conveyance of the land, the subdivider or developer, as the case may be, and the owner of the land to be conveyed, shall execute and deliver to the intended grantee an Environmental Indemnification Agreement, which form has been approved by the Village Attorney, agreeing to defend, indemnify and hold the Village, its corporate authorities, officers, officials, employees, agents, successors and assigns, and the school district, as the case may be, and its respective officers, officials, employees, agents, successors and assigns, harmless from and against any and all liability, claims, damages, causes of action and expenses arising out of the presence of any hazardous substance(s) in, under or upon

said land to be conveyed prior to the date of conveyance.

Hazardous substance(s) includes without limitation:

- (1) Those substances included in the definitions of hazardous substances, extremely hazardous substances, hazardous materials, toxic substances, toxic chemicals, toxic wastes, hazardous chemicals, hazardous wastes, solid waste and pesticides in CERCLA, SARA, RCRA, HSWA, TSCA, OSHA, FWPCE, Illinois Pesticides Act (415 ILCS 60/1 *et seq.*), Illinois Responsible Property Transfer Act (765 ILCS 90/1 *et seq.*) and the Illinois Hazardous Materials Transportation Act (430 ILCS 30/1 *et seq.*), 49 U.S.C. Section 1801 *et seq.*, as amended, and as they may be amended in the future, and in the regulations promulgated pursuant to said laws.
  - (2) Those substances defined in Section 1003 of the Illinois Environmental Protection Act and in the regulations promulgated pursuant to said act or other Illinois laws pertaining thereto.
  - (3) Those substances listed in the U.S. Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto).
  - (4) Such other substances, materials and wastes which are to become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws, ordinances or regulations.
  - (5) Any material waste or substance which is (a) asbestos, (b) polychlorinated biphenols, (c) designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* (33 U.S.C. Sec. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1317), (d) explosives, or (e) radioactive materials.
  - (6) For purposes of this Section, hazardous substances shall include petroleum or its byproducts as regulated under RCRA and any applicable state law or regulations.
- h. Suitability of Soils at Site: The subdivider or developer, at its own cost or expense, shall provide to the Village or the school districts soil boring data, soil compaction test results and such other engineering studies, data and information pertaining to the proposed

school site, which the Village or the school districts may request to enable them to determine the suitability of the proposed land dedication for school site. The Village or the school districts shall have the right to reject any site the Village or the school districts determine, in accordance with sound engineering practices, is not suitable for school site purposes.

- i. Title Insurance, Survey, Assessment Plats: Each deed or other instrument conveying land to the school districts shall be accompanied by:
  - (1) A written commitment issued by a title insurer licensed to do business in the state to insure the grantee's title to such real estate in an amount equal to the value computed herein, with extended coverage over the general exceptions to title and subject only to:
    - (a) Real estate taxes not yet due and payable;
    - (b) Covenants, conditions and restrictions which do not prohibit the use of the subject property for school purposes;
    - (c) Utility easements located within 20 feet of the boundary lines of the subject real estate (except where approved on the final engineering plans approved by the Village Engineer);
    - (d) Drainage ditches, feeders and laterals;
    - (e) Underground pipe or other conduit; and
    - (f) Acts done or suffered by or judgments against the grantees.
  - (2) A current ALTA boundary line survey, certified to the grantee by a licensed Illinois Land Surveyor to be in compliance with the American Land Survey Standards, showing no encroachments; and
  - (3) Except in instances where the real estate to be conveyed is a lot in a recorded subdivision, an assessment plat and tax division petition in a form acceptable to the appropriate authorities so the land to be conveyed can be assigned its own PIN for exemption purposes.

In addition, monuments must be established and the land staked immediately prior to dedication of the property. The subdivider or developer shall pay for the cost of the owner's title insurance in

said amount, the ALTA survey, the assessment plat and any and all costs in connection with the tax division.

- j. Real Estate Tax Escrow: The developer shall pay the general real estate taxes on the land not yet due and payable as of the date of transfer, and shall deposit a sum of money in escrow with the intended grantee's attorney or a title company licensed to do business in the state, which is prorated as of the date of transfer on the basis of 110 percent of the tax assessor's latest assessed valuation, the latest known equalization factors and the latest known tax rate on the land. In the event the previous tax information or the previous tax bill includes other property, the amount to be deposited in escrow shall be adjusted ratably based on the net acreage of the land compared to the net acreage of the other parcels covered by said tax bills. After the land has been divided for real estate tax purposes and has been conveyed to the intended grantee, the grantee shall proceed with due diligence to apply for a real estate tax exemption on the land.

D. STUDIES AND NEEDS ASSESSMENTS:

- 1. Preparation of Triennial Needs Assessments: Following adoption of this Chapter, each school district shall prepare a study at least once every 3 years from which it shall develop its triennial needs assessment. The study may consist of a detailed examination or analysis of existing school facilities, capital improvement programs, service standards or research regarding sites, capital improvements and/or service standards.
- 2. Content of Triennial Needs Assessment:
  - a. A triennial needs assessment shall contain the following information:
    - (1) An inventory of existing lands and buildings utilized by the school district to provide services within the service area.
    - (2) An identification of the capacity of each building within the service area and the number of students then enrolled in each school building.
    - (3) A projection of the character and location of development that is expected to occur within each service area during the succeeding 10-year period.
    - (4) An identification of the amount of lands that will be necessary within each service area in order to accommodate the demands of the projected development and an estimate of the land acquisition costs that will be incurred or have been incurred by the district in acquiring such lands.

- (5) A general description of the total building area, and temporary classrooms, if any, that will be necessary within each service area in order to provide capacity for the projected development.
  - (6) A general description of each classification of school capital facilities (including construction, expansion or enhancement of any public facilities and the land improvement, design, engineering and professional costs related thereto) that will be necessary within each district in order to provide school capacity for the projected development, and an estimate of the capital facilities costs that will be incurred by each district in constructing such capital facilities.
  - (7) A general description setting forth a schedule for the acquisition of such land and facilities to meet the projected need (which schedule may be conditioned upon the availability of financing); indicating the size and general location of the needed lands and facilities; identifying the estimated or incurred costs of acquiring such needed land and facilities; setting forth the anticipated funding sources for the acquisition of such needed lands and facilities; and a determination of the feasibility of acquiring the needed lands and facilities based upon the district's current financial condition.
- b. The school districts that complete triennial needs assessments for the acquisition of lands; for construction, leasing or acquisition of capital facilities; or for the leasing of temporary classrooms shall update those triennial needs assessments and shall amend their adopted lands acquisition plan and their adopted capital facilities plan based on those updated triennial needs assessments.

E. CALCULATIONS:

1. Source Information for Population Estimate Variable in Educational Facilities Impact Fee Formulas:
  - (a) Calculations of required educational facilities impact fees shall be made in accordance with the population density projections contained in the 1996 version of the Table of Estimated Ultimate Population Per Dwelling Unit, as shown in Exhibit A to Section 22.12.
  - (b) In the event a developer files a written objection to the use of the Table of Estimated Ultimate Population Per Dwelling Unit, the developer shall obtain and submit, at his or her own cost, a demographic study showing the estimated population to be generated

from the residential development. Objections to the use of the Table of Estimated Ultimate Population Per Dwelling Unit, as defined above, shall be made in accordance with Section 22.12-F to the Plan Commission. Failure to timely object to the use of the Table of Estimated Ultimate Population Per Dwelling Unit as defined above in accordance with Section 22.12-F, shall hereafter waive any right to raise an objection at a later time.

2. Determination of Land Value Portion of the Educational Facilities Impact Fees:
  - (a) Determination of Land Value: The educational facilities impact fees portion for land acquisition shall be based on the fair market value of an acre of land. The land value shall be used in making any calculations required in this Section unless the developer files a written objection thereto. In the event of any such objection, the developer, at his or her own cost, shall obtain and submit an independent appraisal from a MAI designated appraiser indicating the fair market value of such improved land in the area of the proposed development. Objections to the fair market value as defined in this Section, shall be made in accordance with Section 22.12-F to the Plan Commission. Failure to timely object to fair market value in accordance with Section 22.12-F shall hereafter waive any right to raise an objection at a later time.
  - (b) Fair Market Value of Land: The land value portion of the educational facilities impact fees shall be based on the fair market value of the acres of land in the area that otherwise would have been dedicated as school sites. In calculating the fair market value on a per acre basis, the following assumptions about the land shall be made: (a) that it is zoned in a one-family dwelling residential zoning district for approximately 32,670 square foot lots; (b) that it is subdivided with appropriate frontage on a dedicated street or road, stubbed with municipal sewer and water, has all appropriate utilities available; and (c) that it is otherwise property capable of being used for residential development. Based upon a study of real estate transactions in the Village for the past three years, it has been determined that the present fair market value of such improved land in and surrounding the Village is \$90,000 per acre, as of the effective date of this Section. The Board of Trustees has determined that the land value portion of the educational facilities impact fee shall be based on 66 percent of the present fair market value of \$90,000 per acre. The Board of Trustees shall adjust this figure from time to time after appropriate study and documentation. The fair market value as defined above shall be used in calculating the land value portion of the educational facilities impact fees unless timely objected to as provided in Section 22.12-F. Objections to the fair market value as defined above shall be made in accordance with Section 22.12-F to the Plan Commission. Failure to timely object



to the fair market value as defined above in accordance with Section 22.12-F, shall thereafter waive any right to raise an objection at a later time.

- (c) Consumer Price Index: The fair market value identified above shall be subject to a “CPI Adjustment” which shall be calculated on January 1, 2005 and on the first day of January in each year thereafter. Annually, the fixed charge shall be adjusted by the December - December Percentage Change as published by the United States Department of Labor’s Bureau of Labor Statistics, All Items Consumer Price Index (“CPI”) for Urban Consumers (1982-84 = 100) for the Chicago Consolidated Metropolitan Statistical Area, Illinois. If any index is calculated from a base different from the base period 1982-84 = 100, such index shall be converted to a base period of 1982-84 = 100 by use of a conversion factor supplied by said Bureau of Labor Statistics. If the CPI is discontinued or replaced, such other governmental Cost of Living Index or computation which 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.
- (d) The following criteria shall govern the calculation of the land value portion of the educational facilities impact fee:
  - (1) Service Area Requirement and Population Ratio: The amount of land that would be required for a school site shall be directly related to the ultimate number of students to be generated by the residential development. The school site development impact fee requirement shall be determined by obtaining the product of the following: (1) estimated number of students to be generated by the residential development within each school classification, as derived from the 1996 version of the Table of Estimated Ultimate Population Per Dwelling Unit; over (2) the maximum recommended number of students to be served in each such school classification as established by this Section; times (3) the recommended number of acres for a school site of each school classification as established in this Section. The product thereof shall be the acres of land deemed needed to have sufficient school site land to serve the estimated increased number of students in each such school classification. The school site development impact fee shall be the cash amount equal to the product of the number of acres required for school site times the fair market value of land per acre established in this Section.
  - (2) School Classification and Size of School Site: School classifications and the size of school building sites within the Village shall be determined in accordance with the follow-

ing criteria:

| <b>School Classification by Grade</b> | <b>Capacity</b> | <b>Acres</b> | <b>Square Feet Per Student</b> |
|---------------------------------------|-----------------|--------------|--------------------------------|
| Elementary or Grade 0-5               | 600             | 20           | 115                            |
| Junior High or Grades 6-8             | 900             | 29           | 120                            |
| High School or Grades 9-12            | 1800            | 45           | 140                            |

(3) Determination of Capital Improvement Portion of the Educational Facilities Impact Fees:

a. The amount of the educational facilities impact fees required for school capital improvements shall be directly related to the ultimate number of students estimated to be generated by the residential development. The school district capital improvement portion of the educational facilities impact fee shall be determined by obtaining the product of the following: (1) the estimated number of new students to be generated by the residential development, as derived from the 1996 version of the Table of Estimated Population Per Dwelling Unit; times (2) the capital costs per student, as derived from the most current version of the school district's triennial needs assessment on file in the Village Hall.

b. The following standards for educational facilities based on the educational curriculum approved by each school district shall govern the calculation of the capital improvement portion of the educational facilities impact fee. These standards are intended to provide parameters for the school facilities and the associated educational programs therein and may not be all inclusive:

(1) Elementary School Facility (early childhood through Grade 5):

(a) Two early childhood classrooms: 10 students per classroom; 800 square feet per classroom.

(b) Four Kindergarten Classrooms with shared toilet: 20 student per classroom; 1,000 square feet per classroom.

(c) Twenty Grades 1-5 Classrooms: 24

students per classroom; 785 square feet per classroom.

- (d) Three small group learning rooms: 7 students per classroom; 140 square feet per classroom.
- (e) Three large group learning rooms: 45 students per classroom; 1,350 square feet per room.
- (f) Staff storage space: 480 square feet.
- (g) Visual arts classroom and storage space: 24 student capacity; 1,360 square feet.
- (h) Music classroom and storage: 24 student capacity; 1,110 square feet.
- (i) Wellness education classroom and storage: 52 student capacity; 4,130 square feet.
- (j) Learning center (8,000 volumes): 2,700 square feet.
- (k) Computer laboratory: 24 student capacity; 960 square feet.
- (l) Cafeteria and support spaces: 200 student capacity; 3,000 square feet in cafeteria; 1,400 square feet in support spaces.
- (m) Administrative and support staff areas: 3,360 square feet.
- (n) Building service areas: 6,317 square feet.
- (o) Parking as required by the Village approved building codes.
- (p) Landscaping as required by the Village ordinances.
- (q) Playground and play field area: 3½ acres minimum.

- (r) Physical education facilities and support areas for a minimum 600 student capacity use.
  - (s) Special education classrooms and support facilities for a minimum of 12 percent student capacity.
- (2) Middle School Facility (Grades 6 through 8):
- (a) Six math classrooms: 26 students per classroom; 900 square feet per classroom.
  - (b) Six language arts classrooms: 26 students per classroom; 900 square feet per classroom.
  - (c) Six reading classrooms: 26 students per classroom; 900 square feet per classroom.
  - (d) Six social studies classrooms: 26 students per classroom; 900 square feet per classroom.
  - (e) Six science classrooms: 26 students per classroom; 1,300 square feet per classroom.
  - (f) Three special education classrooms and offices: 14 students per classroom; 900 square feet per classroom; 100 square feet per office.
  - (g) Three global language classrooms: 26 students per classroom; 900 square feet per classroom.
  - (h) Classroom support areas: 2,035 square feet.
  - (i) Three small group classrooms: 20 students per classroom; 700 square feet per classroom.
  - (j) Library: 10,800 volumes; 3,140

square feet.

- (k) Two technology classrooms: 30 students per classroom; 1,500 square feet per classroom.
- (l) Six technology resource centers: 15 students per center; 750 square feet per center.
- (m) Two art classrooms and office space: 30 students per classroom; 1,500 square per classroom.
- (n) One band room and support spaces: 100 students per room; 2,000 square feet for room; 720 square feet for support spaces.
- (o) One music room and support Spaces: 30 students per room; 1,460 square feet for room; 210 square feet for support spaces.
- (p) Cafeteria and support spaces: 300 student capacity; 4,500 square feet in cafeteria; 5,760 square feet in support spaces.
- (q) Physical education field house and support areas: 160 students per field house with 12,000 square feet; 70 students per girl's and boy's locker rooms with 1,420 square feet; 1,550 square feet for support areas.
- (r) Administrative and support staff Areas: 5,310 square feet.
- (s) Building service areas: 9,876 square feet.
- (t) Parking as required by the Village Building Code.
- (u) Landscaping as required by the Village ordinances.
- (v) Playground and play field area: 4½

acres minimum.

- (3) High School Facility (Grades 9 through 12):
- (a) One student study center: 2,400 square feet.
  - (b) Two computer labs: 1,000 square feet per lab.
  - (c) One presentation room: 1,600 square feet.
  - (d) Curriculum offices, workrooms, storage areas: 7,120 square feet.
  - (e) Library/ancillary rooms: 15,000 volumes; 7,760 square feet.
  - (f) Nine English classrooms: 800 square feet per classroom.
  - (g) Seven social studies classrooms: 800 square feet per classroom.
  - (h) Six foreign language classrooms: 800 square feet per classroom.
  - (i) Two large group classrooms: 1,600 square feet per classroom.
  - (j) One behavior disorder classroom: 800 square feet.
  - (k) Three L.R. classrooms: 500 square feet per classroom.
  - (l) Special education ancillary spaces: 1,390 square feet.
  - (m) Four chemistry laboratories: 1,200 square feet per laboratory.
  - (n) Nine multi-purpose laboratories: 1,200 square feet per laboratory.
  - (o) Eight math classrooms: 800 square feet per classroom.

- (p) Seven prep rooms/storage: 250 square feet per room.
- (q) Industrial arts laboratories: 7,000 square feet.
- (r) Business classroom and computer Labs: 2,800 square feet.
- (s) Home economics labs/space: 2,750 square feet.
- (t) One vocational education classroom: 800 square feet.
- (u) Music rooms, ancillary rooms: 6,100 square feet.
- (v) Two art classrooms: 1,200 square feet per classroom.
- (w) Ancillary art rooms: 1,280 square feet.
- (x) Theater, ancillary rooms: 14,430 square feet.
- (y) One main gym: 2,000 bleacher seating; 18,000 square feet.
- (z) One auxiliary gym: 250 bleacher seating; 8,000 square feet.
- (aa) Ancillary physical education rooms: 17,780 square feet.
- (bb) One health classroom: 800 square feet.
- (cc) One driver's education room, office: 900 square feet.
- (dd) Administrative and support staff areas: 7,865 square feet.
- (ee) Student center: 600 square feet.
- (ff) Cafeteria and support areas: 9,000 square feet student dining area; 6,750

square feet of support areas.

(gg) Building service areas: 28,527 square feet.

(hh) Parking as required by the Village approved building codes.

(ii) Landscaping as required by the Village ordinances.

(jj) Field/athletic areas: To be included at a minimum, 10 all weather surface tennis courts; 1 stadium-football track; 2 baseball fields; 2 softball fields; 4 soccer fields; 3 football practice fields.

(kk) Bus parking area: Parking for 30 buses; 3,000 square feet per bus.

3. Calculated Educational Facilities Impact Fees: The Educational Facilities Impact Fees shall be collected based on the school land acquisition and capital improvement costs as set forth in Exhibit C to Section 22.12 at the end of this Section. The costs for educational facilities included in the calculations contained in Exhibit C to Section 22.12 are derived from studies done by the school districts of comparable educational facilities with the same curriculum parameters as approved by the school districts. The capital improvement costs portion of the educational facilities impact fee provides for the deduction of a developer credit that includes a homestead exemption (\$5,000) and credit for debt service on outstanding bonds.
4. Distribution of Educational Facilities Impact Fees: The educational facilities impact fees shall be collected by the Village and shall be held by the Village solely for the capital improvements as set forth in this Section, to serve the immediate and future needs of the residential development. At the time of disbursement of the educational facilities impact fees to a school district, the Village shall deduct an administrative fee of three percent of the funds to be disbursed.

F. OBJECTIONS: All objections relating to acreage requirements, presumptions as to fair market value, the calculations, or any other application of this Section to a particular development, shall first be referred to the Plan Commission for a hearing. An objection must be made, if at all, prior to the final development approval by the Village. A failure to object by such time shall constitute a waiver of the right to object to the provisions of this Section. All developers submitting a request for development approval to the Village shall be given a copy of this entire Educational Facilities Impact Fee Section, including the procedures for objecting to such an assessment as prescribed by this Section. Upon receipt, the developer must sign an accompanying document, Exhibit D to Section 22.12 at the end of this Section, acknowledging that the



developer has received notice of the existence of such a procedure for objections. The procedure for a hearing before the Plan Commission shall be as follows:

1. Duties of the Plan Commission: The Plan Commission shall serve in an advisory capacity and shall have the following duties:
  - a. Advise and assist the Village in resolving objections regarding the calculations, the size of the school sites, the fair market value of the land, or any other application of this Section to a particular development.
  - b. The Village may adopt procedural rules to be used by the Plan Commission in carrying out the duties imposed by this Section.
2. Information and Services to be Used: The Village shall make available to the Plan Commission all professional reports relating to the calculations, the size of the school sites and the fair market value of land used in calculating the educational facilities impact fees. The Plan Commission may also retain the services of professionals (attorneys, appraisers, statisticians, etc.) to assist in its review of issues raised by any objection.
3. Procedure for Resolving an Objection:
  - a. Upon receipt of an objection, the Village Hall staff shall place the same on the next available regular meeting agenda of the Board of Trustees. Thereafter the Board of Trustees shall refer the objection to the Plan Commission, which shall, by resolution, establish a hearing date.
  - b. The Plan Commission shall select a hearing date to consider the objection and shall notify the school districts of the filing of the objection and of any hearing regarding the objection.
  - c. The Objector shall publish notice of the hearing date once each week for three consecutive weeks, at least 30 days before but no more than 60 days before the scheduled date of the hearing. Notice shall be published in a newspaper of general circulation within the corporate limits of the Village. The notice of public hearing shall not appear in the part of the paper where legal notices or classified ads appear. The notice shall not be smaller than one-quarter page of a standard size or tabloid-size newspaper. The objector shall send a copy of said notice to any person who has requested said notice by certified mail (stamped at a U.S. Postal Service facility showing the date of mailing) at least 30 days prior to the hearing date.
  - d. The notice shall contain all of the following information:
    - (1) The headline shall read: "NOTICE OF PUBLIC HEAR-

ING ON OBJECTION TO APPLICATION OF THE EDUCATIONAL FACILITIES IMPACT FEE.”

- (2) The date, time and location of the public hearing.
  - (3) A statement that the purpose of the hearing is to consider the objection to a component of the application of the Educational Facilities Impact Fee.
  - (4) A general description of the parcel(s), service area or areas within the Village that are the subject of the hearing.
  - (5) A statement that the Village shall make available to the public, upon request, an easily understandable and detailed map of the parcel(s), service area or areas to which the Educational Facilities Impact Fee applies, and any other available information about the objection.
  - (6) A statement that any member of the public affected by the Educational Facilities Impact Fee or the parcel(s) or service area shall have the right to appear at the public hearing and present testimony and/or evidence in support of or against the objection.
- e. A public hearing shall be held for the consideration of the objection. In addition to the Village, the school districts shall be allowed to participate in such hearing as a party thereto to present evidence, cross-examine witnesses and make arguments to the Plan Commission regarding the issues raised in the objection. The Plan Commission shall make a recommendation to adopt, reject in whole or in part, or modify the objection presented at the hearing, by written report to the Board of Trustees, within 60 days after the hearing. The Board of Trustees shall then have at least 60 but not more than 120 days to approve, disapprove or modify, by ordinance or resolution, the findings in this Section as it pertains to the development in question.
4. Costs and Fees: The objector shall bear all costs of the hearing before the Plan Commission, including, but not limited to attendance fees paid the Plan Commission members, publication costs, professional consultants, Village attorney’s fees and any other expenses of the Village.

G. CONDITION TO ANNEXATION: The Educational Facilities Impact Fees required by this Section shall also be required as a condition to the annexation of any land to the Village, and provisions therefore shall at a minimum be incorporated in any annexation or pre-annexation agreement governing such land. However, the Village reserves the right to negotiate an Educational Facilities Impact Fee greater than those set forth herein. Further, any requirements with respect to Educational Facilities Impact Fees shall be incorporated into any subdivision declaration of covenants running with the land.

H. PHASE-IN OF EDUCATIONAL FACILITIES IMPACT FEES: The Educational Facilities Impact Fees due and payable pursuant to this Section shall be phased in over a 3-year time period according to the following schedule:

1. First year after passage of this Section: 40 percent of fees due.
2. Second year after passage of this Section: 75 percent of fees due.
3. Third year after passage of this Section and each subsequent year: 100 percent of fees due.

Based on this schedule, the Educational Facilities Impact Fees are as follows:

|                                | 2005       | 2006        | 2007         |
|--------------------------------|------------|-------------|--------------|
| <b>Attached Dwelling Units</b> |            |             |              |
| 2 bedrooms                     | \$ 996.95  | \$ 1,150.03 | \$ 1,259.38  |
| 3 bedrooms                     | \$2,701.04 | \$ 3,584.92 | \$ 4,216.24  |
| 4 bedrooms                     | \$5,928.28 | \$ 8,425.28 | \$ 10,216.72 |
| <b>Detached Dwelling Units</b> |            |             |              |
| 2 bedrooms                     |            |             |              |
| 3 bedrooms                     | \$5,342.88 | \$ 6,971.15 | \$ 8,134.20  |
| 4 bedrooms                     | \$9,972.98 | \$13,850.01 | \$16,616.47  |
| 5 bedrooms                     | \$7,272.70 | \$ 8,697.82 | \$ 9,715.77  |

I. INDEMNIFICATION: As a condition to any affected school district receiving any school land dedications and/or cash contributions in lieu thereof, the affected school district shall execute an indemnification agreement largely similar in form and content to that set forth in Exhibit E to Section 22.12 at the end of this Section. This agreement shall be executed on or before June 1st of each year. Following execution of this agreement by the affected school district, this agreement shall be furnished to the Village. In the event the affected school district fails to execute and/or furnish the executed agreement as required in this Educational Facilities Impact Fee Section, the Village reserves the right to refuse to impose any land dedications and/or cash contributions in lieu thereof on behalf of the affected school district.

*pjh:PrairieGrove.Code\Chapter.022.Sect12.doc*

## EXHIBIT A TO SECTION 22.12

| TABLE OF ESTIMATED ULTIMATE SCHOOL POPULATION PER DWELLING UNIT |                        |  |                                     |                                      |   |                      |                            |
|---|------------------------|--|-------------------------------------|--------------------------------------|---|----------------------|----------------------------|
| Type of unit  | Children per Unit      |  |                                     |                                      |   | Adults<br>18 years + | Total<br>per Dwelling Unit |
|   | Preschool<br>0-4 years | Elementary<br>Grades K-5<br>5-10 years | Middle<br>Grades 6-8<br>11-13 years | Total<br>Grades<br>K-8<br>5-13 years | High<br>School<br>Grades<br>9-12<br>14-17 years |                      |                            |
| <b>Detached Single-Family:</b>                                  |                        |  |                                     |                                      |   |                      |                            |
| 2 bedroom   | 0.113                  | 0.136                                  | 0.048                               | 0.184                                | 0.020   | 1.700                | 2.017                      |
| 3-bedroom   | 0.292                  | 0.369                                  | 0.173                               | 0.542                                | 0.184   | 1.881                | 2.899                      |
| 4-bedroom   | 0.418                  | 0.530                                  | 0.298                               | 0.828                                | 0.360   | 2.158                | 3.764                      |
| 5-bedroom   | 0.283                  | 0.345                                  | 0.248                               | 0.593                                | 0.300   | 2.594                | 3.770                      |
| <b>Attached Single-Family:</b>                                  |                        |  |                                     |                                      |   |                      |                            |
| 1-bedroom   | 0.000                  | 0.000                                  | 0.000                               | 0.000                                | 0.000   | 1.193                | 1.193                      |
| 2-bedroom   | 0.064                  | 0.088                                  | 0.048                               | 0.136                                | 0.038   | 1.752                | 1.990                      |
| 3-bedroom   | 0.212                  | 0.234                                  | 0.058                               | 0.292                                | 0.059   | 1.829                | 2.392                      |
| 4-bedroom   | 0.323                  | 0.322                                  | 0.154                               | 0.476                                | 0.173   | 2.173                | 3.145                      |
| <b>Apartments:</b>  |                        |  |                                     |                                      |   |                      |                            |
| Efficiency  | 0.000                  | 0.000                                  | 0.000                               | 0.000                                | 0.000   | 1.294                | 1.294                      |
| 1-bedroom   | 0.000                  | 0.002                                  | 0.001                               | 0.003                                | 0.001   | 1.754                | 1.758                      |
| 2-bedroom   | 0.047                  | 0.086                                  | 0.042                               | 0.128                                | 0.046   | 1.693                | 1.914                      |
| 3-bedroom   | 0.052                  | 0.234                                  | 0.123                               | 0.357                                | 0.118   | 2.526                | 3.053                      |

Source: Illinois School Consulting Service/Associated Municipal Consultants, Inc., Naperville, IL 1996

**EXHIBIT B TO SECTION 22.12**

**AGREEMENT BETWEEN DEVELOPER AND THE VILLAGE OF PRAIRIE GROVE  
TO DELAY PAYMENT OF EDUCATIONAL FACILITIES IMPACT FEES**

This agreement (“Agreement”) is entered into between the Village of Prairie Grove (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 A.1 attached hereto and made a part hereof (the “Land”). Accordingly, pursuant to the Educational Facilities Impact Fee Section of the Prairie Grove Municipal Code, (“Ordinance”), certain fees are immediately due the Village from the Developer; and

*WHEREAS*, Developer has, however, requested that the payment of the aforesaid educational facilities impact fees be delayed and that the same become due and payable on a per dwelling unit basis at the time the Village issues an occupancy permit for the particular dwelling unit.

*NOW, THEREFORE*, in consideration for the Village agreeing to delay its receipt of the educational facilities impact fees, Developer hereby agrees as follows:

1. The amount of educational facilities impact fees owed shall be calculated based upon the Ordinance or as provided for in such other future ordinance amending or replacing the Ordinance that is in effect at the time of the issuance of an occupancy 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: expenses commonly paid by such school district for the operation and maintenance of its facilities and property.
3. Developer has reviewed the Ordinance, including but not limited to, all of the methodology, formulae, calculations, projections, assumptions, numbers and other factors used to arrive at the educational facilities impact fees that are the subject of the 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 Plan Commission, any objections relating to the calculations, 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 Ordinance and Attendant Calculations.
  - (c) Developer hereby acknowledges that 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\_\_\_\_\_ .

\_\_\_\_\_  
President

\_\_\_\_\_  
Developer

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

**EXHIBIT B.1 TO SECTION 22.12**

Legal Description of Property

**EXHIBIT C TO SECTION 22.12**

| <b>PRAIRIEGROVE SCHOOL IMPACT FEE WORKSHEET</b> |                   |                    |                     |                      |                    |
|---|-------------------|--------------------|---------------------|----------------------|--------------------|
|   | <b>LAND*</b>      | <b>BUILDING</b>    | <b>SUB-TOTAL</b>    | <b>Less Credit**</b> | <b>TOTAL</b>       |
| <b>3 Bedrooms, (or less) S.F. Detached</b>      |                   |                    |                     |                      |                    |
| Elementary                                      | \$730.62          | \$ 5,940.90        | \$ 6,671.52         |                      |                    |
| Junior High                                     | \$331.12          | \$ 3,269.70        | \$ 3,600.82         |                      |                    |
| High School                                     | \$409.86          | \$ 4,140.00        | \$ 4,549.86         |                      |                    |
| <b>TOTAL</b>                                    | <b>\$1,471.60</b> | <b>\$13,350.60</b> | <b>\$ 14,822.20</b> | \$6,688.00           | <b>\$8,134.20</b>  |
| <b>4 Bedrooms, S.F. Detached</b>                |                   |                    |                     |                      |                    |
| Elementary                                      | \$1,049.40        | \$ 8,533.00        | \$ 9,582.40         |                      |                    |
| Junior High                                     | \$570.37          | \$ 5,632.20        | \$ 6,202.57         |                      |                    |
| High School                                     | \$801.90          | \$ 8,100.00        | \$ 8,901.90         |                      |                    |
| <b>TOTAL</b>                                    | <b>\$2,421.67</b> | <b>\$22,265.20</b> | <b>\$ 24,686.87</b> | \$8,067.40           | <b>\$16,619.47</b> |
| <b>5 Bedrooms, S.F. Detached</b>                |                   |                    |                     |                      |                    |
| Elementary                                      | \$683.10          | \$ 5,554.50        | \$ 6,237.60         |                      |                    |
| Junior High                                     | \$474.67          | \$ 4,687.20        | \$ 5,161.87         |                      |                    |
| High School                                     | \$668.25          | \$ 6,750.00        | \$ 7,418.25         |                      |                    |
| <b>TOTAL</b>                                    | <b>\$1,826.02</b> | <b>\$16,991.70</b> | <b>\$ 18,817.72</b> | \$9,101.95           | <b>\$9,715.77</b>  |
| <b>2 Bedrooms, S.F. Attached</b>                |                   |                    |                     |                      |                    |
| Elementary                                      | \$174.24          | \$ 1,416.80        | \$ 1,591.04         |                      |                    |
| Junior High                                     | \$ 91.87          | \$ 907.20          | \$ 999.07           |                      |                    |
| High School                                     | \$ 84.65          | \$ 855.00          | \$ 939.65           |                      |                    |
| <b>TOTAL</b>                                    | <b>\$350.76</b>   | <b>\$ 3,179.00</b> | <b>\$ 3,529.76</b>  | \$2,273.92           | <b>\$1,255.84</b>  |
| <b>3 Bedrooms, S.F. Attached</b>                |                   |                    |                     |                      |                    |
| Elementary                                      | \$463.32          | \$ 3,767.40        | \$ 4,230.72         |                      |                    |
| Junior High                                     | \$111.01          | \$ 1,096.20        | \$ 1,207.21         |                      |                    |
| High School                                     | \$131.42          | \$ 1,327.50        | \$ 1,458.92         |                      |                    |
| <b>TOTAL</b>                                    | <b>\$705.75</b>   | <b>\$ 6,191.10</b> | <b>\$ 6,896.85</b>  | \$2,687.74           | <b>\$4,209.11</b>  |
| <b>4 Bedrooms, S.F. Attached</b>                |                   |                    |                     |                      |                    |
| Elementary                                      | \$ 637.56         | \$ 5,184.20        | \$ 5,821.76         |                      |                    |
| Junior High                                     | \$ 294.76         | \$ 2,910.60        | \$ 3,205.36         |                      |                    |
| High School                                     | \$ 385.36         | \$ 3,892.50        | \$ 4,277.86         |                      |                    |
| <b>TOTAL</b>                                    | <b>\$1,317.67</b> | <b>\$11,987.30</b> | <b>\$ 13,304.97</b> | \$3,101.56           | <b>\$10,203.41</b> |
| <b>APARTMENTS***</b>                            |                   |                    |                     |                      |                    |
| <b>1 Bedroom</b>                                |                   |                    |                     |                      |                    |
| Elementary                                      | \$3.96            | \$ 32.20           | \$ 36.16            |                      |                    |
| Junior High                                     | \$1.91            | \$ 18.90           | \$ 20.81            |                      |                    |
| High School                                     | \$2.23            | \$ 22.50           | \$ 24.73            |                      |                    |
| <b>TOTAL</b>                                    | <b>\$8.10</b>     | <b>\$ 73.60</b>    | <b>\$ 81.70</b>     |                      |                    |
| <b>2 Bedrooms</b>                               |                   |                    |                     |                      |                    |
| Elementary                                      | \$170.28          | \$ 1,384.60        | \$ 1,554.88         |                      |                    |
| Junior High                                     | \$ 80.39          | \$ 793.80          | \$ 874.19           |                      |                    |
| High School                                     | \$102.47          | \$ 1,035.00        | \$ 1,137.47         |                      |                    |
| <b>TOTAL</b>                                    | <b>\$353.13</b>   | <b>\$ 3,213.40</b> | <b>\$ 3,566.53</b>  |                      |                    |
| <b>3 Bedrooms</b>                               |                   |                    |                     |                      |                    |
| Elementary                                      | \$463.32          | \$ 3,767.40        | \$ 4,230.72         |                      |                    |
| Junior High                                     | \$235.42          | \$ 2,324.70        | \$ 2,560.12         |                      |                    |

**\*66% of impact fees generated using \$90,000 per acre land value**

**\*\*Credit includes a homestead exemption and credit for debt service on outstanding bonds**

**\*\*\*No credit given for apartments**



|             |          |             |                    |
|-------------|----------|-------------|--------------------|
| High School | \$262.85 | \$ 2,655.00 | \$ 2,917.85        |
| TOTAL       | \$961.59 | \$ 8,747.10 | \$ <b>9,708.69</b> |

**EXHIBIT D TO SECTION 22.12**

**Acknowledgement of Notification Rights**

Developer hereby acknowledges receipt of a copy of the Educational Facilities Impact Fee Section of the Village of Prairie Grove that describes, in Section F, the developer's right to object to the calculations or any other application of the Section.

Developer further acknowledges that if it has any objection to such matters, that it must follow the procedure set forth in said Section F. Failure to do so by the developer shall constitute a waiver of the developer's right to object to such matters. Payment of the fees pursuant to the Section shall constitute a waiver of any right to such a hearing.

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT E TO SECTION 22.12**

**INTERGOVERNMENTAL INDEMNIFICATION AGREEMENT  
BETWEEN THE VILLAGE OF PRAIRIE GROVE  
AND SCHOOL DISTRICT NO. \_\_\_\_\_**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the day of \_\_\_\_\_, 200 , by and between the VILLAGE OF PRAIRIE GROVE, an Illinois home rule municipal corporation (the “Village”), and the SCHOOL DISTRICT NO. \_\_\_\_\_, an Illinois unit of local government (the “District”) (hereinafter referred to collectively and generically as the “Parties”) pursuant to Section 10 of Article VII of the Illinois Constitution; the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; Division 12 of the Illinois Municipal Code, 65 ILCS 5/11-12-1 *et seq.*; and all other applicable provisions of law:

WHEREAS, the Educational Facilities Impact Fee Section of the Prairie Grove Municipal Code provides for the imposition of educational facilities impact fees (the “Impact Fees”) within the Village, as defined therein, to provide for and finance educational facilities required to serve residential developments; and

WHEREAS, the Educational Use Transition Fee Section of the Prairie Grove Municipal Code provides for the imposition of educational use transition fees (the “Transition Fees”) within the Village, as defined therein, to provide for revenue during the period between occupancy of a residence and the time wherein the residence is listed on the tax rolls and taxes become due and payable (the Educational Facilities Impact Fee Section and the Educational Use Transition Fee Section are collectively referred to as the “Ordinances”); and

WHEREAS, pursuant to the Ordinances, the Village collects Impact Fees and Transition Fees required under the Ordinances and transfers those Impact Fees and Transition Fees to the District; and

WHEREAS, the Village and the District desire to enter into this Agreement to, among other things, 1) confirm and acknowledge certain aspects of the implementation of the Ordinances as they relate to residential developments in the Village, and 2) to provide the Village with indemnification protection relating to the adoption and enforcement of the Ordinances, as well as payment, administration, and use of the Impact Fees and Transition Fees provided for in the Ordinances; and

WHEREAS, the Village is a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois, and execution of this Intergovernmental Agreement constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties shall, and do hereby agree as follows:

**SECTION 1. Educational Facilities Impact Fee Section and Educational Use Transition Fee Section Requirements**

A. General. The Parties hereby acknowledge and agree that the obligation of the Village to impose, collect and distribute Impact Fees and Transition Fees pursuant to the Ordinances is subject to the District's compliance with the obligations set forth in this Intergovernmental Agreement.

B. Use of Funds. The District acknowledges and agrees that any Impact Fees and Transition Fees required and received pursuant to the terms of the Ordinances shall be spent and used solely for the uses specifically authorized under each Ordinance.

C. Compliance. The District acknowledges and agrees to comply with the terms and conditions of the Ordinances.

## SECTION 2. **Execution of Intergovernmental Indemnification Agreement**

Development-Specific Disbursement Agreement. The District acknowledges and agrees that the Village shall have no obligation to impose, collect, or disburse Impact Fees and Transition Fees provided for or otherwise required under the Ordinances, unless and until the District has executed and delivered to the Village Clerk this Intergovernmental Agreement. The District understands that it must execute an 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 District until such time as the Village is in receipt of such annually executed agreement. The District further understands that, except as otherwise provided in the Ordinances, the Village is not obligated to cause the payment of money or the transfer of land to the District. The District recognizes that the Village may, at its sole discretion, amend its ordinances or its practices to discontinue the payment of subdivision contributions to the District.

## SECTION 3. **Indemnification**

A. The District shall protect, defend, indemnify, and hold harmless the Village, its officials, employees, agents, and its consultants from and against any attorney fees incurred by the Village, impact or transition fees collected or paid, damages, lawsuits, losses, liability, expenses, costs, causes of action, or other claims, directly or indirectly relating to the Ordinances or this Agreement. Regardless of whether the Ordinances or any part of them is subsequently held to be invalid or unenforceable by a court of competent jurisdiction, the Parties shall still remain bound by the terms of this Agreement.

B. In the event a final and nonappealable judicial determination is made by a court of competent jurisdiction that impact or transition fees received by the District are, in whole or in part, excessive, the District shall promptly repay those fees to the person who procures such a judgment, together with all other amounts judged by the court to be owing. In the event a judicial determination should require the payment of damages or payment of the attorneys' fees of the plaintiff's attorneys, the District shall pay all additional amounts.

## SECTION 4. **Attorneys Fees**

In the event the Village files suit to enforce the terms of this Agreement, or defends a lawsuit filed against the Village directly or indirectly relating to the Ordinances, the District shall reimburse the Village for all attorneys fees incurred therein.

SECTION 5. Miscellaneous

A. Notices. Notices and communications to the Village shall be addressed to the following addresses:

Village of Prairie Grove  
3125 Barreville Road  
Prairie Grove, Illinois 60012  
Attention: Village Clerk

With a copy to:

David W. McArdle  
Zukowski Rogers Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014

Notices and communications to the District shall be addressed to the following addresses:

**[To be provided]**

B. Term. This Agreement shall remain in full force and effect for 12 months from its execution.

C. Authority to Execute. The undersigned representatives on behalf of the Village and District hereby represent that execution of this Agreement has been authorized by board vote at a duly called meeting of their respective boards.

D. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

E. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties to this Agreement concerning the Ordinances; all prior agreements between the Parties, whether written or oral, are merged with this Agreement and shall be of no force and effect.

F. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction: (a) the singular number includes the plural number, and the plural the singular; (b) the word "shall" is mandatory, the word "may" is permissive; and (c) the masculine gender includes the feminine and neuter.

G. It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the State of Illinois and for the purposes of enforcement of the terms hereof, jurisdiction and venue shall be in the State of Illinois, McHenry County.

H. The terms and conditions of this Agreement shall inure to the benefit of and be

binding upon the respective representatives, successors, and assigns of the District, the Village and their respective officials. Nothing in this Agreement, expressed or implied, is intended to confer upon any party, other than the Parties hereto, and their heirs, successors, and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

I. The District hereby expressly waives each and all of the following: (a) notice of acceptance of this Agreement by the Village; (b) notice of the amount of Impact Fees or Transition Fees now distributed to it or which hereafter may be distributed to it pursuant to the Ordinances; (c) notice of demand for payment, notice of default, and/or other notices to which the District might otherwise be entitled in connection with this Agreement; (d) any right to require the Village, as a condition precedent to enforcement of this Agreement, to exhaust any security for repayment of said Impact Fees or Transition Fees or to pursue any other rights or remedies which the Village has or hereafter may have against third parties and/or the District, whether such rights exist by statute or otherwise, it being understood by the District that this Agreement is an absolute guarantee to defend, indemnify, and hold harmless the Village, that the failure of the Village to exercise any rights or remedies it has or may have against the District or third parties who are not party to this Agreement shall in no way impair the obligation of the District and that the liability of the District hereunder is and shall be direct and unconditional; and (e) all defenses, offsets, and counterclaims, which the District may at any time have to any claim of the Village against the District.

J. This agreement may be executed in counterparts, each of which shall be deemed an original, of the same instrument representing the Agreement between the Parties.

K. This Agreement shall be 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 District 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 fees, or to the actual distribution of contributions or fees.

IN WITNESS THEREOF, the Parties hereto have caused the execution of this Agreement by their duly authorized officers on the date stated on the first page of this Agreement.

VILLAGE OF PRAIRIE GROVE

SCHOOL DISTRICT NO. \_\_\_\_\_

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President, Board of Education

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Secretary