

**RESTATED AND AMENDED
INTERGOVERNMENTAL AGREEMENT
FOR SERVICES AND FOR DISSOLUTION OF
THE LAKES REGION SANITARY DISTRICT**

Between

The County of Lake, Illinois

&

The Lakes Region Sanitary District

Effective as of

_____, 2019

**RESTATED AND AMENDED
INTERGOVERNMENTAL AGREEMENT
FOR SERVICES AND FOR DISSOLUTION OF
THE LAKES REGION SANITARY DISTRICT**

This **RESTATED AND AMENDED INTERGOVERNMENTAL AGREEMENT FOR SERVICES AND FOR DISSOLUTION OF THE LAKES REGION SANITARY DISTRICT** ("**Agreement**") is entered into as of this 1st day of May, 2019 (the "**Effective Date**"), between the County of Lake, a unit of local government in the State of Illinois ("**County**"), and the Lakes Region Sanitary District, a unit of local government created under the Sanitary District Act of 1936 ("**District**") (collectively, the County and the District may hereinafter be referred to as the "**Parties**").

Recitals

A. The County and the District have previously entered into that certain 2013 "Restated and Amended Agreement for Sewage Disposal" dated May 14, 2013 (the "**Wholesale Agreement**"), pursuant to which the District agreed to deliver sanitary sewage from the District Sewage Collection System owned and operated by the District to the County Sewerage System owned by the County and operated through the County's Department of Public Works (the "**PW Department**").

B. The County and the District have also previously entered into that certain "Intergovernmental Agreement to Foster Collaboration on Sewer-Related Operations and Services" as of November 14, 2017, which agreement was amended by the "First Amendment to Intergovernmental Agreement to Foster Collaboration on Sewer-Related Operations and Services" effective as of November 28, 2018 (collectively, the "**Original Agreement**").

C. The Original Agreement provided the opportunity for mutual assistance between the County and the District with respect to the County Sewerage System and the District Sewage Collection System.

D. As a result of the successful collaborative experience of the Parties under the Original Agreement, the Parties have explored the utility and desirability of consolidating the functions and operations of the District and the District Sewage Collection System within the PW Department.

E. In addition, upon the consolidation of the District's functions within the PW Department, the District has determined that it would be in the best interests of the District's taxpayers to wind-down the business and financial affairs of the District, to dissolve the District, and to have the County (through the PW Department) acquire all of the assets and responsibilities of the District and the District Sewage Collection System.

F. The County has determined that its PW Department can efficiently and cost-effectively assume all functions and operations of the District and the District Sewage Collection System.

G. The County has further determined that it is appropriate and desirable to cooperate in the dissolution of the District pursuant to the terms of this Agreement and thereafter to acquire all of the assets and responsibilities of the District and the District Sewage Collection System.

H. Pursuant to P.A. 100-874 (codified as 70 ILCS 2805/33.1), the District is authorized to dissolve itself pursuant to a dissolution agreement with the County to acquire all of the assets and responsibilities of the District.

I. This Agreement is intended to be a dissolution agreement pursuant to 70 ILCS 2805/33.1.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, 5 ILCS 2201/1 *et seq.*, Section 5-15010 of the Counties Code (55 ILCS 5/5-15010), Section 33.1 of the Sanitary District Act of 1936 (70 ILCS 2805/33.1), and other applicable powers of the District under 70 ILCS 2805/1 *et seq.*, and all other applicable powers of the County and the District, the Parties hereby agree as follows:

Section 1: Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

Section 2: Definitions. Capitalized terms used in this Agreement shall have the meaning as set forth in the Wholesale Agreement, unless a different meaning is expressly provided for in this Agreement.

Section 3: Termination of Original Agreement. Upon the Effective Date of this Agreement, the Original Agreement between the Parties shall terminate, and the provisions of this Agreement shall control the relations of the Parties regarding the functions and operations of the District and the District Sewage Collection System.

Section 4: Phase I Closing: Assumption of Operations and Functions of District Regarding the District Sewage Collection System. Upon the Effective Date of this Agreement through and until the "Final Closing Date" (as hereinafter defined), the County shall assume those operations and functions of the District as set forth in this Section 4.

A. **Functions and Operations of the District Sewage Collection System.** As of the Effective Date, the County shall provide all personnel, equipment, materials, services, and be responsible for all third-party vendors and material suppliers that may be necessary or appropriate for the operation, maintenance, regulatory and contractual compliance, and overall functioning of the District Sewage Collection System (the "***Operational Activities***"). The District Sewage Collection System shall include without limitation all facilities and associated land, easements, and rights-of-way (exclusive of the "District Headquarters," as hereinafter defined) that the District, from time-to-time, owns or operates for the purpose of or related to the Collection or Transportation of Sewage within the District for delivery to third-party sewerage systems, including the County Sewerage System. The County shall bear all financial responsibilities relating to the Operational Activities associated with the District Sewage Collection System, which Operational Activities shall be performed in accordance with all federal, State, and local statutes, laws, regulations, ordinances, requirements, and all contractual obligations (the "***Requirements of Law***").

B. **Administrative Functions.** Except as set forth in Section 5 of this Agreement, beginning on December 1, 2019 (the "***Administrative Turnover Date***"), the County shall provide all personnel, equipment, materials, services, and be responsible for all third-party vendors and material suppliers that may be necessary or appropriate for conducting the administrative affairs

of the District, including billing and collection, capital improvement program planning and management, development review and permitting, receiving and managing all customer service calls, issuing notices associated with the Operational Activities, and all such other activities that are customary for the operations of the District (the "**Administrative Activities**"); provided, however, that, if the County is not prepared to perform all such Administrative Activities as of September 1, 2019, the County shall notify the District and the Administrative Turnover Date shall be deferred to a mutually agreeable date no later than December 31, 2019. The County shall bear all financial responsibilities relating to the Administrative Activities associated with the District Sewage Collection System. In addition, between the Administrative Turnover Date and the Closing Date, the County shall provide the Board of Trustees of the District with a quarterly report on the operations and financial condition of the District Sewage Collection System.

C. Utilization and Transfer of District Property.

- i. For purposes of performing the Operational Activities as of the Effective Date, the District shall make available to the County use of all District real and personal property relating to the District Sewage Collection System, subject to the provisions of Section 5 below. In addition, beginning as of the Effective Date, the County may identify in writing such vehicles, equipment, and other items of personal property of the District that may be useful or necessary in connection the Operational Activities (the "**District Operational Property**"), and the District agrees to allow the County to have full use, possession, and control of such District Operational Property for purposes of performing Operational Activities and such other activities as the County deems appropriate. Upon the County's taking possession and control of any District Operational Property, the County shall assume responsibility for all maintenance and repair of the District Operational Property. In addition, as of December 1, 2019, the District shall transfer title to all of the District Operational Property to the County.
- ii. For purposes of performing the Administrative Activities, the County may deliver one or more written inventories to the District by October 15, 2019 identifying all District real and personal property to be used in connection with the Administrative Activities (the "**District Administrative Property**"). No later than the Administrative Turnover Date, the District shall make the District Administrative Property available for the County's sole use, possession, and control; provided that the District may defer the date upon which the County takes possession and control of District Administrative Property until the Administrative Turnover Date (or a later date if mutually agreed between the County and District) if such District Administrative Property is necessary for the District to perform its Ongoing Activities (as defined in Section 5). Upon the County taking possession and control of any District Administrative Property (which may occur at any time after the Effective Date in accordance with this Section 4.C.ii), the County shall assume responsibility for all maintenance and repair related to such District Administrative Property. In addition, except as otherwise provided in Sections 4.C.ii and 4.C.iv, the District shall transfer title to the District Administrative Property to the County as of the Administrative Turnover Date.
- iii. The Parties acknowledge that, in furtherance of the District's efforts pursuant to Section 5.c of this Agreement, certain District property has been removed

from the District Headquarters and delivered to the County prior to the Effective Date, which property is listed in Exhibit A attached hereto (the "**Pre-Execution Transfer Property**"). As of the Effective Date, the County shall have exclusive possession and control over the Pre-Execution Transfer Property. Upon the Effective Date, the County shall assume responsibility for all maintenance and repair related to the Pre-Execution Transfer Property. In addition, as of the Administrative Turnover Date, the District shall transfer title to all of the Pre-Execution Transfer Property to the County.

- iv. The transfer of the District Sewage Collection System, the District Operational Property, the District Administrative Property, and the Pre-Execution Transfer Property shall be effected through the District's execution and delivery to the County of a Bill of Sale in substantially the form attached hereto as Exhibit B and made a part hereof, which Bill of Sale shall be accepted in writing by the County. The County shall carry insurance for the District Sewage Collection System, the District Operational Property, the District Administrative Property, and the Pre-Execution Transfer Property conveyed by such Bill of Sale in a manner comparable to the insurance carried on other County property until the completion of the Closing. To the extent that the District Sewage Collection System or District Administrative Property includes any "District Real Property Interests" (as defined in Section 7.B.1.a.iii of this Agreement), the conveyance of such District Real Property Interests shall be deferred until Closing.

Section 5: Ongoing Activities of the District. Upon the Effective Date of this Agreement through and until the Final Closing Date (except as otherwise expressly stated in this Section 5), the District and its Board of Trustees shall continue to perform the following activities (the "**Ongoing Activities**"):

- a. Annually take all necessary and appropriate actions, including without limitation the adoption of appropriation and tax levy ordinances, to extend the real estate taxes (the "**Real Estate Taxes**") necessary to retire all outstanding debts of the District (the "**Debt Obligations**"), including amounts due and owing pursuant to any contract or agreement to which the District is a party [except such contracts or agreements that the Parties identify as including obligations routinely incurred as part of the operation of the District Sewage Collection System (the "**Operational Incurrences**")], and to pay the costs of the Ongoing Activities of the District. The Debt Obligations shall include without limitation those obligations set forth in Exhibit C to this Agreement;
- b. Through and until the Administrative Turnover Date, perform all Administrative Activities; provided, however, that the County may agree to assume some or all Administrative Activities sooner than the Administrative Turnover Date if the County elects to do so to effectively transition the Administrative Activities from the District to the County;
- c. Approve from time-to-time and in a timely manner any ordinances or other measures relating to the Operational Activities and Administrative Activities of the District and the District Sewage Collection System as may be reasonably requested by the County or the Director of its PW Department, including disposition of surplus property and termination of third-party contracts unrelated to (i) the performance of Ongoing Activities or (ii) obligations to provide Sanitary Sewer Service;

- d. File (or authorize the filing by the County of) all necessary or appropriate reports, notifications, or other matters to ensure that the District remains in compliance with all Requirements of Law, and provide electronic copies of such filings, along with substantiating documentation, to the County;
- e. Take such actions necessary to sell or otherwise dispose of the District's real property identified in Exhibit D to this Agreement (the "**District Headquarters**"), provided that (i) the District shall be responsible for all maintenance and operational costs related to the District Headquarters, and (ii) the District shall provide the County at least 45 days' prior written notice of any impending sale of the District Headquarters;
- f. Take such actions necessary to sell or otherwise dispose of any and all of the District's other personal or real property, except for the property that is part of the District Sewage Collection System, the District Operational Property, the District Administrative Property, or the Pre-Execution Transfer Property (the "**Other District Property**"), provided that (i) the District shall be responsible for all maintenance and operational costs related to the Other District Property, and (ii) the District shall provide the County at least 15 days' prior written notice of any impending sale or disposition of Other District Property;
- g. Employ, engage, and pay for such individuals, third-party service providers, and related goods and services as may be necessary to perform effectively the Ongoing Activities of the District (including the maintenance of property, liability, and other insurance or self-insurance), provided that the PW Department may provide assistance to the District's Board of Trustees as may be agreed in writing from time-to-time;
- h. Provide the County with such information as may be requested in connection with the "Pre-Closing Activities" and approve all documents and actions in connection with the "Closing Activities" as set forth in Section 7 of this Agreement;
- i. Take all action necessary to ensure that the County receives the Consideration provided for in Section 6 of this Agreement;
- j. Wind down the practice of utilizing escrow accounts, including the cessation of establishing new escrow accounts, the application or return of escrow moneys collected heretofore in furtherance of the termination of existing escrows, and the delivery to the County of all appropriate documentation associated with the termination of each of the District's escrow accounts; and
- k. Perform such other governmental functions that are conferred upon the District and its Board of Trustees in a manner consistent with this Agreement and in accordance with all Requirements of Law.
- l. Notwithstanding anything to the contrary in this Section 5, except with respect to contracts needed to perform the Ongoing Activities, the District's Pre-Closing Activities, or the District's Closing Activities, the District shall not enter any contract or agreement that will remain in force after September 1, 2019 unless either: (1) such contract or agreement includes a provision that will permit the contract or agreement to be terminated at will with not more than 30 days' notice by the District or its successor in interest; or (2) the Director of the PW Department has consented to such contract or agreement in writing.

- m. Notwithstanding anything to the contrary in this Section 5, the District shall not enter any contract or agreement relating to the Ongoing Activities, the District's Pre-Closing Activities, or the District's Closing Activities that will remain in force after Final Closing Date unless either: (1) such contract or agreement includes a provision that will permit the contract or agreement to be terminated at will with not more than 30 days' notice by the District or its successor in interest; or (2) the Director of the PW Department has consented to such contract or agreement in writing.

Section 6: Consideration. In addition to the mutual obligations set forth in Sections 4 and 5 of this Agreement, as additional consideration for undertaking the Operational Activities and Administrative Activities of the District and the District Sewage Collection System pursuant to this Agreement: (a) as of the Effective Date, the District shall deliver to the County by the 25th day of each month all moneys received by or on behalf of the District, except the Real Estate Taxes and escrow moneys; (b) the District shall electronically deliver to the County detailed documentation substantiating the moneys described in Section 6(a), including without limitation billing and/or cash receipts registers relating to the Customers of the District, general ledger reports, and monthly ledger and bank reconciliations, which documentation shall be provided contemporaneously with the delivery of the moneys described in Section 6(a); (c) as of the Effective Date, the District shall deliver to the County periodic statements from all accounts with funds-on-hand of the District (other than permit escrow funds)(the "***District Account Funds***"); and (d) on and after the Administrative Turnover Date, the County shall be entitled to retain all moneys that the County bills and collects with respect to the District Sewage Collection System. Notwithstanding anything to the contrary in this Section:

- i. The Parties acknowledge that, pursuant to certain District Miscellaneous Contracts (as hereinafter defined), the District has established certain special connection and recapture fees and charges set forth in Exhibit G (the "***Special Connection and Recapture Fees***");
- ii. To the extent that either of the Parties collects moneys related to the Special Connection and Recapture Fees prior to the Final Closing Date, such moneys shall be retained by or delivered to the District, and the District shall remit such moneys (or portion thereof) to the person entitled to receive such moneys as prescribed by the applicable District Miscellaneous Contracts, and the District shall apply any remaining amount so collected to reduce the District's Debt Obligations.

Section 7: Pre-Closing Activities; Closing; Dissolution.

A. In General. Subject to the terms of this Section, the Parties desire to undertake all necessary and appropriate activities to effect the transfer by the District, and the acquisition by the County, of all the assets and responsibilities of the District (the "***Transfer***").

B. Pre-Closing Activities. The Parties shall cooperate with each other in order to complete all of the following activities (the "***Pre-Closing Activities***") in preparation for and in furtherance of effecting the Transfer:

1. By the County: The County shall have the right to take the following actions and perform the following activities as part of the Pre-Closing Activities:

- a. Perform such due diligence as the County deems necessary or appropriate to understand the condition of the District Sewage Collection System and the financial condition of the District, including without limitation:
 - i. Access to and review of the financial system and records of the District;
 - ii. Testing such elements of the District Sewage Collection System as the County determines to be appropriate; provided, however, that the County shall (A) bear full responsibility for any damage to the District Sewage Collection System that may result from such testing and (B) hold the District harmless from any injuries or damage resulting therefrom;
 - iii. Investigate the real estate interests of the District relating to the District Sewage Collection System and any real property included as part of the District Administrative Property (the "**District Real Property Interests**"), including without limitation fee title interests, grants of easement, and prescriptive easements; provided, however, that the District Headquarters shall not be included as part of the District Real Property Interests; and
 - iv. Review of all contractual obligations that the District may have with respect to the District Sewage Collection System, the District Real Estate Interests, the Debt Obligations, or any other aspect of assets and responsibilities of the District.
- b. Review the property of the District for purposes of identifying the District Operational Property or preparing inventories of District Administrative Property;
- c. Obtain from the Illinois Municipal Retirement Fund ("**IMRF**") such certifications regarding the status of the District's accounts and obligations with respect to the contributions due to IMRF or refunds due from IMRF (and such other related information as the County may deem necessary or appropriate) for the employees and former employees of the District (the "**Employee Account Report**"). Any underfunding of the District's accounts and obligations relating to IMRF may, in the County's discretion, be deemed part of the District's Debt Obligations. The District shall cooperate with the County in requesting the Employee Account Report. To the extent that IMRF does not or is unable to certify a final Employee Account Report before the Closing Date, the Parties may agree to use a draft Employee Account Report to determine any underfunding of the District's accounts and obligations relating to IMRF.
- d. Request from the District any and all public records of the District as may be necessary or appropriate for purposes of performing its due diligence with respect to the Transfer.
- e. Undertake such reviews, inspections, inquiries, and investigations as may be necessary or appropriate for purposes of performing its due diligence with respect to the Transfer.

- f. Employ such persons and retain such services as the County determines is necessary or appropriate to manage the assets and responsibilities of the District following the Transfer.
- g. Take all actions necessary or appropriate to authorize the County to complete the Transfer in a manner that is in the best interests of the County and not otherwise inconsistent with the terms of this Agreement.

Upon satisfactory conclusion of its Pre-Closing Activities under this Section 7.B.1, the County shall deliver notice to the District of the County's readiness to complete the Transfer (the "**County Pre-Closing Notice**").

- 2. By the District: The District shall have the obligation to take the following actions and perform the following activities as part of the Pre-Closing Activities:
 - a. Perform all of the Ongoing Activities;
 - b. Dispose of the District Headquarters and the Other District Property;
 - c. Utilize the Real Estate Taxes, the proceeds from the disposition of the District Headquarters and Other District Property, and the District Account Funds to pay for the Ongoing Activities and to discharge the Debt Obligations;
 - d. Refrain from incurring any additional debt by or on behalf of the District, except as may be approved in writing by the County;
 - e. Under the Local Records Act, 50 ILCS 205/1, dispose of records that are eligible for such treatment, and then promptly deliver or otherwise make available to the County any and all public records of the District as the County may request, including without limitations records relating to the District's finances (including the District Fund Accounts), the Debt Obligations, the District Sewage Collection System, and the District Real Property Interests;
 - f. Provide a sworn statement to the County identifying all contract, agreements, or other undertakings of the District pursuant to which there are Operational Incurrences;
 - g. Notify the County in accordance with this Agreement when the District Headquarters has been sold or otherwise disposed;
 - h. **After the District has fully discharged all the Debt Obligations**, provide a sworn statement to the County confirming the discharge of the Debt Obligations;
 - i. Provide IMRF such authorizations to allow the County to fully satisfy its Pre-Closing Activities as set forth in Subsection 7.B.1.b of this Agreement;

- j. Take all actions necessary or appropriate to authorize the District to complete the Transfer; and
 - k. Such other actions as may be necessary or appropriate to complete the Pre-Closing Activities, cause the Closing Activities (as hereinafter defined) to be fully and satisfactorily undertaken and authorized, and otherwise effect the Transfer.
3. By the Parties: The County and the District shall jointly take the following actions and perform the following activities as part of the Pre-Closing Activities:
- a. Cause the Customers of the District to be notified of the impending dissolution of the District and the impending assumption of the District's assets and responsibilities by the County, which notification and the timing therefor shall be pursuant to the mutual agreement of the Parties. Such notification may be included with regular billing information issued to such Customers.
 - b. Notify the Illinois Environmental Protection Agency ("**IEPA**") of impending the dissolution of the District and assumption of the District's assets and responsibilities by the County, and undertake such other actions as may be required or reasonably recommended by the IEPA to effect the transfer or assignment of District permits and other IEPA authorizations to the County.
 - c. Obtain appropriate evidence (as reasonably determined by the County) that assignments of the District's rights and obligations pursuant to contracts, agreements, permits, approvals, and other undertakings or arrangements of the District (the "**Miscellaneous District Contracts**") have been authorized by the other parties to the Miscellaneous District Contracts.

C. Closing. The Parties anticipate that, subject to the sale of the District Headquarters and the collection of sufficient Real Estate Taxes by the District, the Debt Obligations of the District will be fully discharged following distribution of Real Estate Taxes in 2021, at which time the final dissolution of the District will occur. At a date mutually acceptable to the County and the District, but in no event before, or more than 45 days after, the County has delivered the County Pre-Closing Notice and the District has completed the actions set forth in Subsections 7.B.2.b, 7.B.2.f, and 7.B.2.h of this Agreement (or such other time as the Parties may otherwise agree in writing)(the "**Final Closing Date**"), the Parties shall complete all activities necessary to effect the Transfer (the "**Closing**"); the Parties acknowledge that the Final Closing Date may occur after 2021 in the event that such prerequisites set forth in the preceding clause have not been fully satisfied. As part of the Closing, the Parties shall be required to undertake, deliver, satisfy, or otherwise perform the following activities (the "**Closing Activities**"):

1. By the District: As part of its Closing Activities, the District shall:
 - a. Execute and deliver to the County all documents as may be necessary to transfer or assign to the County any remaining moneys (including amounts in any District Fund Accounts), accounts receivable, future tax receipts, instruments, contingent interests, other financial interests, or other

negotiable instruments (the "**District Financial Holdings**") following the completion of the Pre-Closing Activities.

- b. Execute and deliver to the County any deeds, assignments, or other forms of conveyance that the County may reasonably request as a result of the Pre-Closing Activities with respect to the District Real Property Interests.
 - c. Deliver to the County a certification of an independent auditor of the District that all Debt Obligations (other than Operational Incurrences) and accounts payables of the District have been fully satisfied and discharged (except as may otherwise be approved in writing by the County).
 - d. Deliver to the County a certification of an independent auditor of the District (or such other certification acceptable to the County) setting forth the status of all accounts receivable of the District.
 - e. Adopt an ordinance providing for the dissolution of the District upon completion of the Closing, which ordinance shall be in substantially the form attached hereto as Exhibit E (the "**Dissolution Ordinance**"), and deliver twenty (20) certified copies of the Dissolution Ordinance to the County.
 - f. Deliver to the County such other documents that the County may reasonably request to fully and effectively complete the Transfer, including without limitation such certifications from District representatives (which may include the attorney for the District) to satisfy the County that the District has satisfactorily completed all of its Pre-Closing Activities and Closing Activities.
2. By the County: As part of its Closing Activities, the County shall adopt a resolution authorizing the County's formal acceptance of assumption of all the remaining assets and responsibilities of the District effective as of the Final Closing Date, which resolution shall be in substantially the form attached hereto as Exhibit F (the "**Assumption Resolution**"), and present a certified copy of the Assumption Resolution to the District representative at the Closing.
 3. By the Parties: As part of its Closing Activities, the Parties shall cooperate to identify such actions that may be necessary or appropriate to give full effect to the Transfer, and to take those actions so that, upon conclusion of the Closing of the Transfer: (a) all business and activities of the District shall have been concluded; (b) all ongoing functions and responsibilities (including without limitation the Operational Incurrences) of the District have been assumed by the County (except to the extent such functions are no longer deemed necessary to continue or such responsibilities have been discharged); (c) all remaining assets of the District (including without limitation the District Financial Holdings and the District Real Property Interests) have been assumed by the County; and (d) the District has been fully and effectively dissolved.

D. Dissolution of District. Upon and following the Closing, the District shall have been dissolved, and the County shall have assumed all assets of the District, and the County shall have further assumed all responsibilities of the District.

Section 8: Post-Closing Dissolution Activities. Following the completion of the Closing, the County shall do the following:

- a. Within 60 days after the Closing, notify the IEPA of the dissolution of the District and provide the IEPA with a certified copy of this Agreement, a certified copy of the Dissolution Ordinance, and a certified copy of the Assumption Resolution;
- b. Within 60 days after the Closing, record in the Office of the Lake County Recorder a certified copy of the Dissolution Ordinance along with a certified copy of the Assumption Resolution;
- c. Within 60 days after the Closing, file with the Lake County Clerk and with the Lake County Treasurer a certified copy of the Dissolution Ordinance and a certified copy of the Assumption Resolution, as well as such other documentation to ensure that any future tax revenues otherwise due to the District will be delivered to the County in care of the PW Department;
- d. Notify the Customers of the District that the District has been dissolved and that the County has assumed the assets and responsibilities of the District, which notification may be included with regular billing information issued by the County to such Customers; and
- e. Take any and all other actions that the County deems necessary or appropriate to continue sewerage services for Customers tributary to the District Sewage Collection System.

Section 9: Other Provisions.

A. Effective Date. This Agreement will become effective as of May 1, 2019, or upon the date that both Parties have executed this Agreement, whichever is later.

B. Term. This Agreement may be terminated at any time by either Party by providing notice in writing of the Party's intent to terminate at least 60 days prior to the intended date of termination (a "**Termination Notice**"); provided, however, that:

1. The County may not issue a Termination Notice after the District has completed the actions set forth in Subsections 7.B.2.b, 7.B.2.f, and 7.B.2.h of this Agreement;
2. In the event that either Party issues a Termination Notice, the Parties shall meet within seven (7) days after the issuance of such Termination Notice and shall negotiate in good faith to resolve any matters that might have prompted the issuance of the Termination Notice with the goal of preserving the Parties' objective of dissolving the District. The Party issuing the Termination Notice may, while such good faith negotiations are proceeding, extend the date of termination as set forth in the Termination Notice without prejudice to its right to terminate this Agreement.

C. Governing Law; Venue. The laws of the State of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this Agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.

D. Defense of Agreement; Severability. In the event of any challenge to the validity or enforceability of this Agreement, the Parties shall cooperate in good faith and take all steps necessary or appropriate to defend this Agreement and the actions taken pursuant to this Agreement; to that end, both Parties shall contribute sufficient resources to defend the Agreement against each and every such challenge. If any provision of this Agreement is unenforceable to any extent, then the Parties agree to make reasonable efforts to cure such invalidity or unenforceability, or otherwise take steps either to make the Agreement mutually acceptable (notwithstanding such invalidity or unenforceability) or to identify other mutually acceptable means to accomplish the intent of the Parties to dissolve the District. If the Parties cannot agree on a course of action to dissolve the District after undertaking good faith efforts to do so, then either Party may terminate this Agreement and the Parties shall take all steps necessary to undo the pre-Closing steps that had previously occurred to effect the Transfer.

E. Modification; Entire Agreement. No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement and supersedes all other oral or written agreements (except as otherwise herein provided).

F. Waivers. No term or condition of this Agreement shall be deemed waived by any Party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such Party. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

G. Mutual Indemnity Provision.

1. The County agrees to indemnify the District for all claims, demands, lawsuits, damages, liabilities, and costs ("**Liability Claims**") incurred by the District or third parties that directly or indirectly result from, or arise in connection with, any negligent act or omission of the County, its agents, or employees, pertaining to its activities and obligations under this Agreement.
2. The District agrees to indemnify the County for all Liability Claims incurred by the County or third parties that directly or indirectly result from, or arise in connection with, any negligent act or omission of the District, its agents, or employees, pertaining to its activities and obligations under this Agreement. To that end, the District may purchase and pre-pay directors' and officers' liability insurance, tail coverage, and any other coverage deemed necessary by its Board of Trustees.
3. Neither the County nor the District waives any right to assert immunities that may be applicable to any circumstance that may give rise to a Liability Claim.

4. Within ten (10) days after a Party becomes made aware of a Liability Claim to which this Subsection 9.G may apply, such Party shall notify the other Party, and the other Party shall have the right under this Agreement to intervene in any proceeding or assume the defense relating to such Liability Claim.

H. Authority. Each of the Parties represent that the person executing this Agreement on behalf of such Party has been authorized to do so, and this Agreement is binding and effective with respect to such Party.

I. Notice. Notice may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt. In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

For the County:

Amy McEwan
Interim County Administrator
Lake County Administrator's Office
Lake County Building
18 N. County Street
Waukegan, IL 60085
Email: AMcEwan@lakecountyil.gov

With a copy to:

Rod Worden
Director
Lake County Public Works Department
650 W. Winchester Rd.
Libertyville, IL 60048
Email: RWorden@lakecountyil.gov

For the District:

J. Kevin Hunter
President
Lakes Region Sanitary District
25700 West Old Grand Avenue
Ingleside, IL 60041
Email: khunter@LRSanitary.com

With a copy to:

Scott A. Puma, Esquire
Ancel Glink
175 E. Hawthorne Parkway, Suite 145
Vernon Hills, IL 60061
spuma@ancelglink.com

The Parties may change the persons to whom notices shall be sent or the addresses to which notices shall be sent by notifying the other Party in the manner prescribed in this Subsection 9.I.

J. Counterparts. The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

K. Breach. In the event either Party deems that there has been a breach of this Agreement, the Party asserting such breach (the "**Non-Breaching Party**") shall notify the other Party (the "**Breaching Party**") of the circumstances giving rise to such alleged breach and the provisions of this Agreement that have been breached (the "**Notice of Breach**"). Within ten (10) days after delivery of the Notice of Breach, the Parties shall meet to try to resolve the circumstances prompting the Notice of Breach, and thereafter the Breaching Party shall cure the alleged breach within 30 days (or, if the circumstances giving rise to the alleged breach cannot be fully remedied within 30 days, then the Breaching Party shall commence curative actions within such 30-day period and diligently pursue such curative actions to completion, provided that the breach is cured within 60 days or such longer period as the Non-Breaching Party shall approve). If the Breaching Party fails to remedy the breach within the time herein prescribed, the Non-Breaching Party may seek any appropriate remedy at law or in equity.

L. Third-Party Beneficiaries. This Agreement has been prepared for the benefit of the District and the County and creates no third-party beneficiaries, as it is solely for the benefit of the Parties hereto.

[Signature page to follow.]

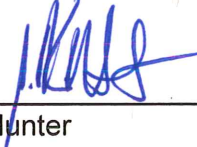
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representative as of the date noted with their signatures.

Signed:
COUNTY OF LAKE

By: _____
Sandy Hart
Its County Board Chair

Date: _____

LAKES REGION SANITARY DISTRICT

By: _____

J. Kevin Hunter
Its President

Date: 4-4-19

ATTEST:

Robin M. O'Connor
County Clerk

EXHIBIT A

Pre-Execution Transfer Property

Item	Model/SN	Original Location	New Location	Contact Person
Pallet #1 Manhole Frame Adjustment rings	Qty 17	LRSD	LCPW Maintenance	Josh Casper
Pallet #2 Spare Pumps for LS's	Qty 4	LRSD	LCPW Maintenance	Josh Casper
Pallet #3 Road Salt		LRSD	LCPW Maintenance	Josh Casper
Pallet #4 Spare pump Remington LS	Qty 1	LRSD	LCPW Maintenance	Josh Casper
Pallet #5 Manhole Frame Drop-ins	Qty 16	LRSD	LCPW Maintenance	Josh Casper
Pallet #6 Manhole Frame lids	Qty 17	LRSD	LCPW Maintenance	Josh Casper
Pallet #7 Various small 2" pumps	Qty 10	LRSD	LCPW Maintenance	Josh Casper
Pieces of SS pipe	Qty 5	LRSD	LCPW Maintenance	Josh Casper
8" Truss pipe 12' lengths	Qty 9	LRSD	LCPW Maintenance	Josh Casper
8" C900 Pipe 20'	Qty 2	LRSD	LCPW Maintenance	Josh Casper
Honda Generator	Qty 1 EAKO 1030 778	LRSD	LCPW Maintenance	Josh Casper
2 Ton Gantry Crane (Blue)	Qty 1	LRSD	LCPW Maintenance	Josh Casper
Empire Gas Towable Generator	Qty 1 250 GJW	LRSD	LRSD Volo LS	Josh Casper
4" Godwin Pump (Towable)	Qty 1 HL80M	LRSD	LCPW East Main PS	Josh Casper
Cummins Towable Generator	Qty 1 QSB4.5	LRSD	LCPW Maintenance	Josh Casper
Flat Bed Tilt Trailer (Imperial)	Qty 1 IMP620IB	LRSD	LCPW Maintenance	Josh Casper
Pallet Racking Vertical Sections	Qty 15	LRSD	LCPW Maintenance	Josh Casper
Pallet Racking Horizontal Sections	Qty 28	LRSD	LCPW Maintenance	Josh Casper
Orange Step Ladders	Qty 2	LRSD	LCPW Maintenance	Josh Casper
Mi-T-M Pressure washer	Qty 1	LRSD	LCPW Mill Creek	Jay Rangel
Rollaround Pump Table (Green)	Qty 1	LRSD	LCPW Maintenance	Josh Casper

Spare LS pumps	Qty 10	LRSD	LCPW Maintenance	Josh Casper
SCADA Desktop Computer W/Monitors	Qty 1 Dell	LRSD	LCPW East Main PS	Josh Casper
SCADA Desktop Computer UPS	Qty 1	LRSD	LCPW East Main PS	Josh Casper
3' x 6' Desk	Qty 1	LRSD	LCPW East Main PS	Jay Rangel
Kevin Hausherrs' Desk and Chair	Qty 1	LRSD	LCPW East Main PS	Jay Rangel
Kevin's Office File Cabinet 6' x 3'	Qty 1	LRSD	LCPW East Main PS	Jay Rangel
John Deere Zero Turn	Z Trak Z 930M	LRSD	LCPW Mill Creek	Jay Rangel
John Deere Tractor	541	LRSD	LCPW Mill Creek	Jay Rangel
Shelving		LRSD	LCPW Mill Creek/East Main	Jay Rangel
John Deere Forks	W42151/HL31002	LRSD	LCPW Mill Creek	Jay Rangel
North Star Press Washer	2000 ESPW	LRSD	LCPW Mill Creek	Jay Rangel
Air Hose Reel		LRSD	LCPW Mill Creek	Jay Rangel
Louisville Ladder		LRSD	LCPW East Main PS	Jay Rangel
Northern Industrial Cord Reel		LRSD	LCPW Mill Creek	Jay Rangel
Pick-up Truck w/ plow	2015 F350/ Vin: 1FTRF3B62FEC26366	LRSD	LCPW Mill Creek	Jay Rangel
Pick-up Truck w/ plow	2016 F350/ Vin: 1FTRF3B63GEB42798	LRSD	LCPW Mill Creek	Jay Rangel

EXHIBIT B

Form of Bill of Sale

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, THAT LAKES REGION SANITARY DISTRICT, an Illinois sanitary district and unit of local government created pursuant to state law ("**Grantor**"), in consideration of Ten Dollars and 00/100 (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby agree, bargain, sell and deliver unto COUNTY OF LAKE, an Illinois unit of local government ("**Grantee**"), all goods and chattels, as well as all accounts, rights, title, and interest in any and all intangible property rights and interests that may be associated with:

1. The District Sewage Collection System, which shall include without limitation:
 - ALL OF GRANTOR'S SANITARY SEWERS;
 - ALL OF GRANTOR'S FORCEMAINS;
 - ALL OF GRANTOR'S MANHOLES;
 - ALL OF GRANTOR'S SEWAGE LIFT STATIONS;
 - ANY AND ALL OF GRANTOR'S GENERATORS;
 - ALL CONNECTION FACILITIES;
 - ALL METERING DEVICES;
 - ALL OTHER ELEMENTS AND ITEMS RELATING TO THE PROVISION OF SANITARY SEWERAGE SERVICES TRADITIONALLY PROVIDED BY THE GRANTOR;
 - ANY APPURTENANT EQUIPMENT AND FACILITIES RELATING TO THE FOREGOING; and
 - ALL RECORDS RELATED TO THE PERMITS, LICENSES, AND REPORTING BY GRANTOR RELATING TO THE DISTRICT SEWAGE COLLECTION SYSTEM;
2. Licenses for use of any and all lands, easements, and rights-of-way associated with the District Sewage Collection System;
3. The District Operational Property, being such vehicles, equipment, and other items of personal property of the Grantor identified in Exhibit 1 to this Bill of Sale;
4. The District Administrative Property, being such personal property of the Grantor identified in Exhibit 2 to this Bill of Sale;
5. The Pre-Execution Transfer Property being such personal property of the Grantor identified in Exhibit 3 to this Bill of Sale; and
6. Such additional personal property identified in Exhibit 4 to this Bill of Sale.

(collectively, the "**Goods and Chattels**").

TO HAVE AND TO HOLD the said Goods and Chattels unto the said Grantee, and its successors and assigns, to their own proper use and benefit forever.

Grantor represents and warrants itself to be the true and lawful owner of said Goods and Chattels, it has full power, good right and lawful authority to dispose of said Goods and Chattels,

in manner as aforesaid, and that it will and its successors and assigns shall WARRANT AND DEFEND that said bargained Goods and Chattels unto the said Grantee, and its successors and assigns, from and against the lawful claim and demands of all persons. **GRANTEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE GOODS AND CHATTELS AS-IS, WHERE-IS, WITHOUT ANY WARRANTY OF FITNESS, AND WITHOUT ANY WARRANTY OF USE FOR A PARTICULAR PURPOSE.**

IN WITNESS WHEREOF, authorized representatives of the parties hereto have unto set their hands and seals on or before this 1st day of December, 2019.

LAKES REGION SANITARY DISTRICT

By: _____

Its: _____

ACCEPTED:
COUNTY OF LAKE

By: _____

Its: _____

STATE OF ILLINOIS)
)ss
COUNTY OF LAKE)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, the _____ of the County of Lake, who is personally known to me, appeared before me this day in person and signed and sealed said instrument as his free and voluntary act, and as the free and voluntary act of said County of Lake, for the purposes herein set forth, pursuant to authority given by the Lake County Board.

Given under my hand and notarial seal this ____ day of _____, 2019.

NOTARY PUBLIC

STATE OF ILLINOIS)
)ss
COUNTY OF LAKE)

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____, the _____ of the Lakes Region Sanitary District, who is personally known to me, appeared before me this day in person and signed and sealed said instrument as his free and voluntary act, and as the free and voluntary act of said Lakes Region Sanitary District, for the purposes herein set forth, pursuant to authority given by the Lakes Region Sanitary District Board of Trustees.

Given under my hand and notarial seal this ____ day of _____, 2019.

NOTARY PUBLIC

EXHIBIT C

Pre-Identified Debt Obligations

Payable to	Amalgamated Bank as Administrator	Amalgamated Bank as Administrator	IEPA	IEPA	IEPA	IMRF estimated 12/31/17
Principal Balance*	2,320,000.00	3,355,000.00	51,133.25	2,379,789.40	631,699.57	245,000
Title	General Obligation Debt Certificates Series 2006	General Obligation Debt Certificates Series 2010	L17-1123	L17-2123	L17-4894	Unfunded Actuarial Accrued Liability

*Note: Principal Balance as of 3/14/2019; Total Balance \$8,982,622.22

EXHIBIT D

Description of District Headquarters

PT SE1/4 NW1/4; BEG X W LN SE1/4 NW1/4 WITH CEN LN HWY 59, NELY ALG CEN LN HWT
59 TO CEN LN OF OLD GRAND AVE, SWLY ALG CEN LN OF OLD GRAND AVE TO W LN
SE1/4 NW1/4, N TO POB (EX PT TKN FOR RD PER CO 94ED16 & DOC 474357), SECTION
12 TOWNSHIP 45 RANGE 9, ALL IN LAKE COUNTY, ILLINOIS.

ADDRESS: 25700 W Old Grand Ave, Ingleside, IL 60041

P.I.N.: 05-12-100-092

EXHIBIT E

Dissolution Ordinance

LAKES REGION SANITARY DISTRICT

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE DISSOLUTION
OF THE LAKES REGION SANITARY DISTRICT**

BE IT ORDAINED by the Board of Trustees of the Lakes Region Sanitary District, Lake County, Illinois, as follows:

SECTION 1: Findings and Determinations. The Board of Trustees of the District (the "***District Board***") of the Lakes Region Sanitary District (the "***District***") hereby makes the following findings and determinations in its legislative judgment:

J. The District has provided safe and effective sanitary sewerage services to its residents and their properties for many years.

K. The District Board has continually attempted to innovate and enhance productivity and cost-effectiveness for the benefit of the District's residents and sanitary sewerage customers.

L. In furtherance of its efforts to deliver cost-effective sanitary sewerage services, the District has entered into numerous intergovernmental agreements, including agreements for shared services.

M. The District has previously entered into that certain 2013 "Restated and Amended Agreement for Sewage Disposal" dated May 14, 2013 (the "***Wholesale Agreement***") with the County of Lake (the "***County***"), pursuant to which the District agreed to deliver sanitary sewage from the District Sewage Collection System owned and operated by the District to the County Sewerage System owned by the County and operated through the County's Department of Public Works (the "***PW Department***").

N. The County and the District have also previously entered into that certain "Intergovernmental Agreement to Foster Collaboration on Sewer-Related Operations and Services" as of November 14, 2017, which agreement was amended by the "First Amendment to Intergovernmental Agreement to Foster Collaboration on Sewer-Related Operations and Services" effective as of November 28, 2018 (collectively, the "***Original Agreement***").

O. The Original Agreement provided the opportunity for mutual assistance between the County and the District with respect to the County Sewerage System and the District Sewage Collection System.

P. As a result of the District's successful collaborative experience with the County under the Original Agreement, the District Board has explored the utility and desirability of consolidating the functions and operations of the District within the PW Department.

Q. Based on an extensive and detailed review of the benefits and potential detriments of such consolidation, the District Board has determined that it would be in the best interests of the District's taxpayers, residents, and customers to pursue consolidation of the District's sanitary sewerage services with the PW Department, to wind-down the business and financial affairs of the District, to dissolve the District, and to have the County (through the PW Department) acquire all of the assets and responsibilities of the District relating to its sanitary sewerage services and operations.

R. Pursuant to P.A. 100-874 (codified as 70 ILCS 2805/33.1), the District is authorized to dissolve itself pursuant to a dissolution agreement with the County to acquire all of the assets and responsibilities of the District.

S. In furtherance of the District Board's determination that such consolidation and dissolution will further the best interests of the District's taxpayers, residents, and customers, the District and the County have previously entered into that certain "Restated and Amended Intergovernmental Agreement for Services and for Dissolution of the Lakes Region Sanitary District" dated May 1, 2019 (the "**Dissolution Agreement**"), which was intended to be a dissolution agreement pursuant to 70 ILCS 2805/33.1.

T. Consistent with the Dissolution Agreement, the District and County have determined that it is in the best interests of the District, its residents, customers, and taxpayers, and the general public within Lake County, Illinois, to proceed with the dissolution of the District and to have the County acquire all of the assets and responsibilities of the District.

SECTION 2: Dissolution.

A. The District Board hereby approves and authorizes the dissolution of the District as provided for in the Dissolution Agreement. The date of such dissolution shall be as of the "**Final Closing Date**" described in the Dissolution Agreement, which Final Closing Date is hereby set for _____, 20__.

B. The District Board hereby directs that all "Pre-Closing Activities" and "Closing Activities" as defined in the Dissolution Agreement be undertaken and completed in order to fully effectuate the Closing (as defined in the Dissolution Agreement) as of the Final Closing Date.

C. This Ordinance is intended to serve as the formal legislative action of the District Board pursuant to 70 ILCS 2805/33.1 to dissolve the District as of the Final Closing Date.

SECTION 3: Effective Dates. This Ordinance shall be in full force and effect upon its passage, approval, and publication in the manner provided by law; provided, however, that the

actual dissolution of the District as provided in this Ordinance shall not take effect until the Final Closing Date as hereinabove stated. The District Board hereby authorizes the County to cause certified copies of this Ordinance to be filed and recorded (along with a depiction of the District's corporate limits) in accordance with the Post-Closing Dissolution Activities set forth in the Dissolution Agreement.

PASSED THIS ____ DAY OF _____, 20__.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ DAY OF _____, 20__.

President, Lakes Region Sanitary District

ATTEST:

Clerk, Lakes Region Sanitary District

EXHIBIT F

Assumption Resolution

COUNTY OF LAKE

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING ALL ASSETS AND
RESPONSIBILITIES OF THE LAKES REGION
SANITARY DISTRICT UPON DISSOLUTION**

WHEREAS, the County of Lake (the "**County**") has previously entered into that certain 2013 "Restated and Amended Agreement for Sewage Disposal" dated May 14, 2013 (the "**Wholesale Agreement**") with the Lakes Region Sanitary District (the "**District**"), pursuant to which the District agreed to deliver sanitary sewage from the District Sewage Collection System owned and operated by the District to the County Sewerage System owned by the County and operated through the County's Department of Public Works (the "**PW Department**"); and

WHEREAS, the County and the District have also previously entered into that certain "Intergovernmental Agreement to Foster Collaboration on Sewer-Related Operations and Services" as of November 14, 2017, which agreement was amended by the "First Amendment to Intergovernmental Agreement to Foster Collaboration on Sewer-Related Operations and Services" effective as of November 28, 2018 (collectively, the "**Original Agreement**"); and

WHEREAS, the Original Agreement provided the opportunity for mutual assistance between the County and the District with respect to the County Sewerage System and the District Sewage Collection System; and

WHEREAS, as a result of the County's successful collaborative experience with the District under the Original Agreement, the County and District have explored the utility and desirability of consolidating the functions and operations of the District within the PW Department; and

WHEREAS, based on an extensive and detailed review of the benefits and potential detriments of such consolidation, the County has determined that it would be in the best interests of the County and its residents to pursue consolidation of the District's sanitary sewerage services with the PW Department and to have the District wind-down its affairs and dissolve, with the County (through the PW Department) acquiring all of the assets and responsibilities of the District; and

WHEREAS, pursuant to P.A. 100-874 (codified as 70 ILCS 2805/33.1), the dissolution of the District and the assumption of its assets and responsibilities by the County are authorized pursuant to an agreement between the County and the District, which agreement was entered into as that certain "Restated and Amended Intergovernmental Agreement for Services and for Dissolution of the Lakes Region Sanitary District" dated May 1, 2019 (the "**Dissolution Agreement**"); and

WHEREAS, consistent with the Dissolution Agreement, the County has determined that it is in the best interests of the general public within Lake County, Illinois, to proceed with the dissolution of the District and to have the County acquire all of the assets and responsibilities of the District;

NOW, THEREFORE, BE IT RESOLVED by this County Board of the County of Lake, Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Resolution as if fully set forth, and they represent the legislative findings and determinations of the County Board.

SECTION 2: Acceptance of Assets and Assumption of Responsibilities.

D. In accordance with the terms and requirements of 70 ILCS 2805/33.1, the County Board hereby authorizes and agrees:

1. To accept all the remaining assets of the District as provided for in the Dissolution Agreement as of the "**Final Closing Date**" described in the Dissolution Agreement, which Final Closing Date is hereby set for _____, 20__;
2. To assume all responsibilities of the District as of the Final Closing Date; and
3. To undertake all of the Post-Closing Dissolution Activities as set forth in Section 8 of the Dissolution Agreement following the Final Closing Date.

E. In accepting the assets and assuming the responsibilities of the District, the County Board hereby acknowledges that there shall be no further levy of a general real estate tax solely on the taxpayers of the District following the Final Closing Date; provided that nothing in this Section 2.B shall interfere with the extension and collection of real estate taxes levied by the District prior to the Final Closing Date.

F. This Resolution is intended to serve as the formal legislative action of the County Board pursuant to 70 ILCS 2805/33.1 to acquire all of the assets and responsibilities of the District upon dissolution and to exercise the statutory powers of the District as of the Final Closing Date.

SECTION 3: Effective Dates. This Resolution shall be in full force and effect upon its passage, approval, and publication in the manner provided by law.

PASSED THIS ____ DAY OF _____, 20__.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ DAY OF _____, 20__.

Sandy Hart, Lake County Board Chair

ATTEST:

Robin M. O'Connor, County Clerk

EXHIBIT G

Special Connection and Recapture Fees

SPECIAL CONNECTION FEES / RECAPTURE FEES		
Nippersink Corridor – Special Connection Fee	\$ 1,062.24	per PE
South Trunk Sewer – North Service Area	\$ 319.00	per PE
South Trunk Sewer – South Service Area	\$ 680.00	per PE
South Trunk Sewer – Route 120 Crossing	\$ 76.00	per PE
Round Lake - Trunk Sewer Recapture Fee	\$ 389.85	per PE
Round Lake - Trunk Sewer Recapture Fee : Admin Fee		2% of Recapture Fee