

**SECOND AMENDMENT TO
AGREEMENT FOR SEWAGE DISPOSAL
Entered Into By and Between
The County of Lake, Illinois
and
The City of Waukegan
Effective as of
_____, 20__**

**SECOND AMENDMENT TO
AGREEMENT FOR SEWAGE DISPOSAL**

THIS SECOND AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL (“Amendment”), made and executed this ____ day of _____, 2011, between the CITY OF WAUKEGAN, a municipal corporation located in Lake County, Illinois (“Village”) and the COUNTY OF LAKE, Illinois (“County”);

WITNESSETH

WHEREAS, the County and the City have entered into an Agreement for Sewage Disposal dated May 12, 1992 (“the Original Agreement”), which Agreement was amended as of February 9, 1993 (the “First Amendment”) (herein the Original Agreement and the First Amendment thereto are collectively referred to as the “Sewage Agreement”); and

WHEREAS, the Sewage Agreement established certain rights and duties of the parties thereto, and provides for the disposal of sewage from certain properties within the City into the County’s NEC Collection System; and

WHEREAS, the City now desires and has requested the County permit the extension of sewer service to an area along Illinois Route 120 and River Road, namely: 1) a 22.3-acre subdivision located outside of the City Service Area that is proposed to be developed within the City for 41 single-family homes (the “River Glen Subdivision”), and 2) an additional approximately 71-acres located outside of the City Service Areas that is contemplated by the City to be annexed to and developed within the City for not more than 160 single-family homes (the “71-Acre Area”); and

WHEREAS, the County’s Public Works & Transportation Committee has determined that, subject to the terms and conditions set forth in this Second Amendment, the additional sewage flows permitted by the County from the River Glen Subdivision and the 71-Acre Area is consistent with the “Considerations and Principles Relating to Intergovernmental Agreements for Sewer and Amendment to Existing Agreements”; and

WHEREAS, the County has determined that, subject to the additional terms and conditions set forth in this Second Amendment, the extension of sewage transport and disposal

services to the River Glen Subdivision and the 71-Acre Area is feasible; and

WHEREAS, the County and the City desire to further amend the Sewage Agreement to provide for sewerage services from the County to the River Glen Subdivision and the 71-Acre Area, and the delivery of sewage from the River Glen Subdivision and the 71-Acre Area into the County's NEC Collection System, as provided in the Sewage Agreement and subject to the additional terms and provisions hereinafter set forth;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

SECTION 1: General

- A. **RECITALS.** The foregoing recitals are hereby incorporated, and made a part of, this Second Amendment as if fully set forth.
- B. **DEFINITIONS.** Unless specifically provided otherwise in this Second Amendment, the words and phrases used in this Second Amendment shall have the meanings ascribed to them in the Sewage Agreement.
- C. **EFFECT OF AMENDMENT.** Except to the extent expressly modified in this Second Amendment, all terms, conditions, and provisions of the Sewage Agreement shall remain in full force and effect.

SECTION 2: Amendment: Definition of City Service Area. Section 1(b) of the Sewage Agreement is hereby amended and replaced in its entirety, so that it shall now read as follows:

- (b) "City Service Area" shall mean the areas commonly known as the Day Break Farm Subdivision, the Nickels & Dimes Subdivision, the River Bend Subdivision, the River Glen Subdivision and the 71-Acre Area as identified and outlined on Exhibit A attached hereto and made a part hereof; provided however, that in the event any portion of the area

outlined on Exhibit A is annexed by a city or village other than the City, such portion thus annexed shall be deleted from the City Service Area and shall no longer be subject to this Agreement; and further provided that the City shall not be entitled to deliver and the County shall not be required to accept sewage from the 71-Acre Area unless and until the entirety of such area is lawfully annexed by the City.

SECTION 3. Amendment: Conditions Precedent and Limitations on County Sewerage Services.

Section 3(b) is hereby amended by adding new Sub-Sections 3(b)(4), 3(b)(5), and 3(b)(6) which shall read as follows:

- or (4) such sewage is from a subdivision, commonly known as the River Glen Subdivision, as depicted on Exhibit A, consisting of not more than 41 single-family homes within the City, which subdivision shall not have sewage flows in excess of 143.5 P.E.; or
- (5) such sewage is from the 71-Acre Area, as depicted on Exhibit A, consisting of not more than 160 single family homes within the City, which shall not have sewage flows in excess of 560 P.E.

SECTION 4. Amendment: Exhibit A. Exhibit A to the Sewage Agreement is hereby superseded and replaced by Exhibit A attached hereto, which Exhibit by this reference is incorporated into and made a part of the Sewage Agreement and this Amendment.

SECTION 5. Amendment: Bike Path Connections.

The County's obligation to provide sewer service to the River Glen Subdivision and 71-Acre Area under this Second Amendment shall be further contingent and conditioned upon the City taking all steps necessary to require the developer(s) to provide, in connection with the proposed development of both the River Glen Subdivision and 71-Acre Area, bike path connections to the Lake County Forest Preserve District River Trail.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Second Amendment to Agreement for Sewage Disposal in two identical counterparts as of the day and year first written above.

NOW THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the County Board and the Clerk of said County be and they are hereby authorized and directed to execute the attached Second Amendment to the Agreement for Sewage Disposal with the City of Waukegan in the form substantially herein.

COUNTY OF LAKE

CITY OF WAUKEGAN

By: _____
David Stolman
Chairman, Lake County Board

By: _____
Mayor

ATTEST:

ATTEST:

Willard Helander
County Clerk

City Clerk

(SEAL)

(SEAL)

EXHIBIT A

City Service Area (as Amended)