



Lake County Illinois

Signature Copy

resolution: 11-0410

File Number: 11-0410

Resolution authorizing the execution of an Eighth Amendment to the Agreement for Sewage Disposal between Lake County and the North Shore Sanitary District.

WHEREAS, the County entered into an Agreement on March 21, 1994, with the North Shore Sanitary District which establishes respective sewer service areas for the County and the District; and

WHEREAS, said Agreement was last amended on November 2, 2007; and

WHEREAS, the County and the District received a request from the Village of Wadsworth to transfer one parcel from the County's Northeast Lake FPA into the District's FPA; and

WHEREAS, the County has determined that it cannot readily provide sewer service to the parcel while the District has determined that it can readily provide the requested service; and

WHEREAS, the County and the District have determined that it is desirable to enter into an Eighth Amendment to modify the service area boundary to include the parcel within the District's service area; and

WHEREAS, an Eighth Amendment to the Agreement for Sewage Disposal has been prepared which includes a revised service area boundary map; and

WHEREAS, execution of an Amendment to an Agreement must be authorized by Resolution of the County Board.

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

DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 10th day of May, A.D., 2011.

At a meeting of the Lake County Board on 5/10/2011, a motion was made by Stevenson Mountsier, seconded by Brent Paxton, that this resolution be adopted. The motion passed.

Approved by _____

David Stolman

Date

5/17/2011

Attest by Willard R. Helander

Willard R. Helander

Date 5-17-2011

Certified by Willard R. Helander

Willard R. Helander

Date 5-17-2011



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WHEREAS, execution of an Amendment to an Agreement must be authorized by Resolution of the County Board.

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DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 10th day of May, A.D., 2011.

I, Willard R. Helander, certify that this is a true copy of resolution No. 11-0410, passed by the Lake County Board on 05/10/11.

Attest: Willard R. Helander
Willard R. Helander

MAY 10 2011
Date Certified

**EIGHTH AMENDMENT TO
AGREEMENT FOR SEWAGE DISPOSAL
Entered into By and Between
The County of Lake, Illinois
And
The North Shore Sanitary District
Effective as of
May 10, 2011**

EIGHTH AMENDMENT TO AGREEMENT
FOR SEWAGE DISPOSAL

THIS EIGHTH AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL ("**Eighth Amendment**") is made and entered into this 10th day of May, 2011, between the COUNTY OF LAKE, a body corporate and politic of the State of Illinois ("**County**"), and the NORTH SHORE SANITARY DISTRICT, an Illinois municipal corporation ("**District**").

RECITALS

A. The County and the District have entered into an Agreement for Sewage Disposal effective as of March 21, 1994 ("**Agreement**"), which establishes, inter alia, service areas for each of the County and the District within which the other is not to provide sewage services unless otherwise agreed in writing.

B. On November 10, 1994, the County and the District entered into an "Agreement to Modify Sewage Service Area Boundary" with the Village of Gurnee ("**Gurnee Service Boundary Agreement**"). Pursuant to the Gurnee Service Boundary Agreement, the County consented to having the District serve an approximately 560 acre area located outside the NSSD Service Area as defined in the Agreement, subject to certain conditions and limitations.

C. On March 26, 1998, the County, the District, and the Village of Bannockburn entered into an "Agreement to Modify Sewage Service Area Boundary (Bannockburn)" ("**Bannockburn Service Boundary Agreement**"). Pursuant to the Bannockburn Service Boundary Agreement, the County consented to having the District serve an approximately 2.3 acre parcel located outside the NSSD Service Area as defined in the Agreement, subject to certain conditions and limitations.

C. On November 10, 1998, the County and the District entered into a "First Amendment to Agreement for Sewage Disposal" ("**First Amendment**"). The First Amendment modified the NSSD Service Area by (a) formally transferring an approximately 41-acre parcel of

land in the City of Waukegan into the NSSD Service Area and (b) amending the service area boundary map attached as Exhibit A to the Agreement.

D. On March 7, 2000, the County and the District entered into a "Second Amendment to Agreement for Sewage Disposal" ("**Second Amendment**"). The Second Amendment modified the NSSD Service Area by (a) formally transferring an area within the City of Zion lying east of Green Bay Road that was already within the District's Facilities Planning Area and (b) amending the service area boundary map attached as Exhibit A to the Agreement, as amended by Exhibit B to the First Amendment.

E. On December 11, 2001, the County and the District entered into a "Third Amendment to Agreement for Sewage Disposal" ("**Third Amendment**"). The Third Amendment modified the NSSD Service Area by (a) formally transferring an approximately 20-acre area within the City of Waukegan from the Northeast Central Lake Facilities Planning Area into the NSSD Service Area and (b) amending the service area boundary map attached as Exhibit A to the Agreement, as amended by Exhibit B to the First Amendment and by Exhibit B to the Second Amendment.

F. On November 12, 2002, the County and the District entered into a "Fourth Amendment to Agreement for Sewage Disposal" ("**Fourth Amendment**"). The Fourth Amendment modified the NSSD Service Area by (a) formally transferring an approximately 70-acre area within the Village of Beach Park from the Northeast Lake Facilities Planning Area into the NSSD Service Area and (b) amending in its entirety the service area boundary map that was originally attached as Exhibit A to the Agreement, and amended from time-to-time.

G. On July 8, 2003, the County and the District entered into a "Fifth Amendment to Agreement for Sewage Disposal" ("**Fifth Amendment**"). The Fifth Amendment modified the NSSD Service Area by (a) formally transferring an approximately 60-acre area within the City of Waukegan from the Northeast Lake Facilities Planning Area into the NSSD Service Area and

(b) amending in its entirety the service area boundary map that was originally attached as Exhibit A to the Agreement, and amended from time-to-time.

H. On March 5, 2004, the County and the District entered into a "Sixth Amendment to Agreement for Sewage Disposal" ("**Sixth Amendment**"). The Sixth Amendment modified the NSSD Service Area by (a) formally transferring an approximately 1,083-acre area within or adjacent to the City of Zion from the Northeast Lake Facilities Planning Area into the NSSD Service Area, and (b) amending in its entirety the service area boundary map that was originally attached as Exhibit A to the Agreement, and amended from time-to-time.

I. On November 2, 2007, the County and the District entered into a "Seventh Amendment to Agreement for Sewage Disposal" ("**Seventh Amendment**"). The Seventh Amendment modified the NSSD Service Area by (a) formally transferring an approximately 152-acre area within the Village of Beach Park from the Northeast Lake Facilities Planning Area into the NSSD Service Area, (b) providing for the potential transfer of an approximately 75-acre area within the Village of Beach Park from the Northeast Lake Facilities Planning Area into the NSSD Service Area upon the occurrence of certain events and conditions, and (c) amending in its entirety the service area boundary map that that was originally attached as Exhibit A to the Agreement, and amended from time-to-time. (The Agreement, the Gurnee Service Boundary Agreement, the Bannockburn Service Boundary Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment will hereinafter be collectively referred to as the "**Amended Agreement**").

J. There is a 70.78 acre tract located in the Village of Wadsworth along the boundary of the Northeast Lake Facilities Planning Area and the NSSD Service Area that is currently developed with two residential homes (the "**Gurnee School Tract**"). The Gurnee School Tract is depicted in **Exhibit A**, which is attached to this Eighth Amendment and, by this reference, made a part of this Eighth Amendment.

K. The County has determined that it cannot readily provide sanitary sewer services to the Gurnee School Tract. The District has determined that it can readily provide sanitary sewer services to the Gurnee School Tract, subject to available capacity.

L. Pursuant to the terms and conditions below, the County and the District have determined that it is desirable to enter into this Eighth Amendment by further changing the service area boundary map of the Amended Agreement so that the Gurnee School Tract will be included in the NSSD Service Area. The current service area boundary map, which depicts the current boundaries of the NSSD Service Area, is set forth in Exhibit B-1 to the Seventh Amendment to the Agreement.

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

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

SECTION TWO: The Gurnee School Tract.

A. Transfer of the Gurnee School Tract. Upon the effective date of this Eighth Amendment, the Gurnee School Tract will be included within the NSSD Service Area for purposes of the Amended Agreement.

B. Substitution of Exhibits.

1. **Exhibit B-1** to this Eighth Amendment hereby replaces Exhibit B-1 to the Seventh Amendment, so that the service area boundary map and the NSSD Service Area boundary will hereafter be as set forth on Exhibit B-1 hereto.

2. **Exhibit B-2** to this Eighth Amendment will replace Exhibit B-1 to this Eighth Amendment upon the effective date of the transfer of the 75-Acre Tract in accordance with Section 3.A of the Seventh Amendment, after which time the service area boundary map and the NSSD Service Area boundary will be as set forth on Exhibit

B-2 hereto; provided, however, that the District's service to the 75-Acre Tract will be subject to the terms and conditions set forth in Section 3 of the Seventh Amendment.

SECTION THREE: Continued Effect. Except as expressly provided in this Eighth Amendment, the Amended Agreement remains in full force and effect.

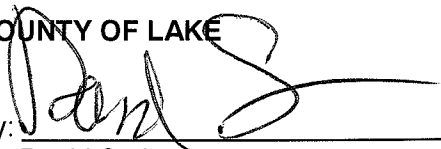
SECTION FOUR: Counterparts. This Eighth Amendment may be executed in multiple identical counterparts, and all of said counterparts will, taken together, constitute the Eighth Amendment.

SECTION FIVE: Effective Date. This Eighth Amendment will be in full force and effect and binding on the parties upon its execution by each of the parties.

[Signature page to follow.]

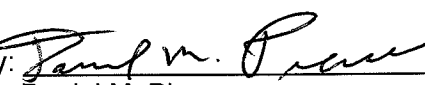
IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to be executed as of the date first written above.

COUNTY OF LAKE

By: 

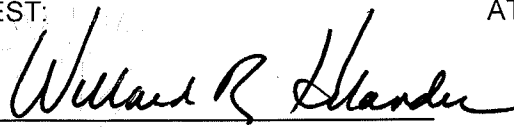
David Stolman
Chairman, Lake County Board

NORTH SHORE SANITARY DISTRICT

By: 

Daniel M. Pierce
President

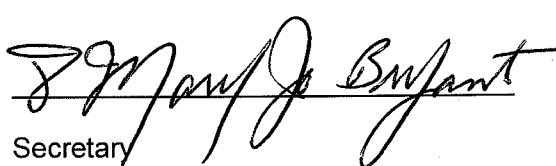
ATTEST:



Willard Helander
County Clerk

(SEAL)

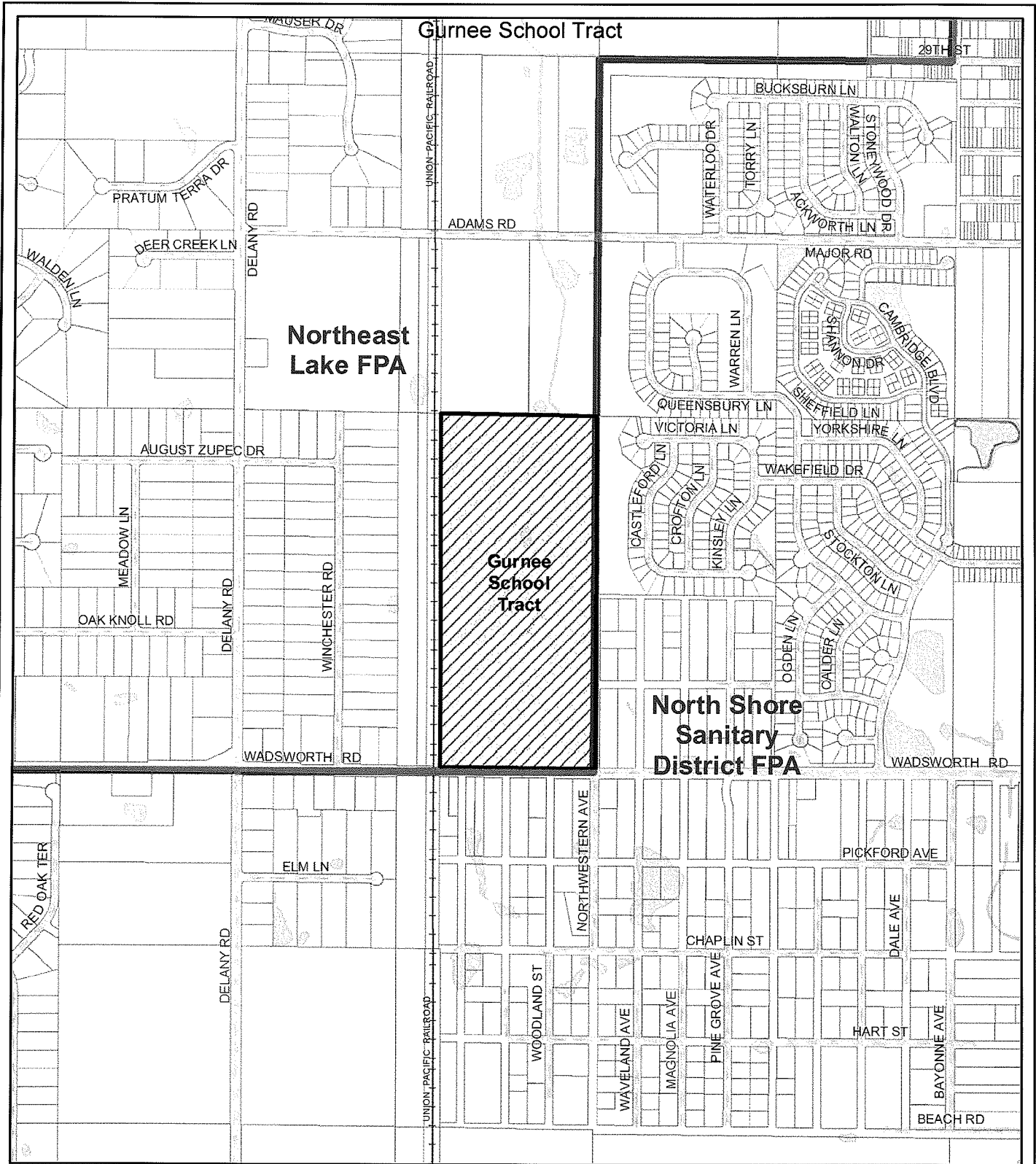
ATTEST:



Secretary

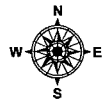
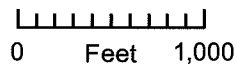
(SEAL)

EXHIBIT A



LakeCounty
Department of Public Works
650 West Winchester Road
Libertyville, Illinois 60048
(847) 377-7500
(847) 377-7173 FAX

EXHIBIT A
TRANSFER AREA
(70 ACRE TRACT)



04/04/2011

EXHIBIT B-1

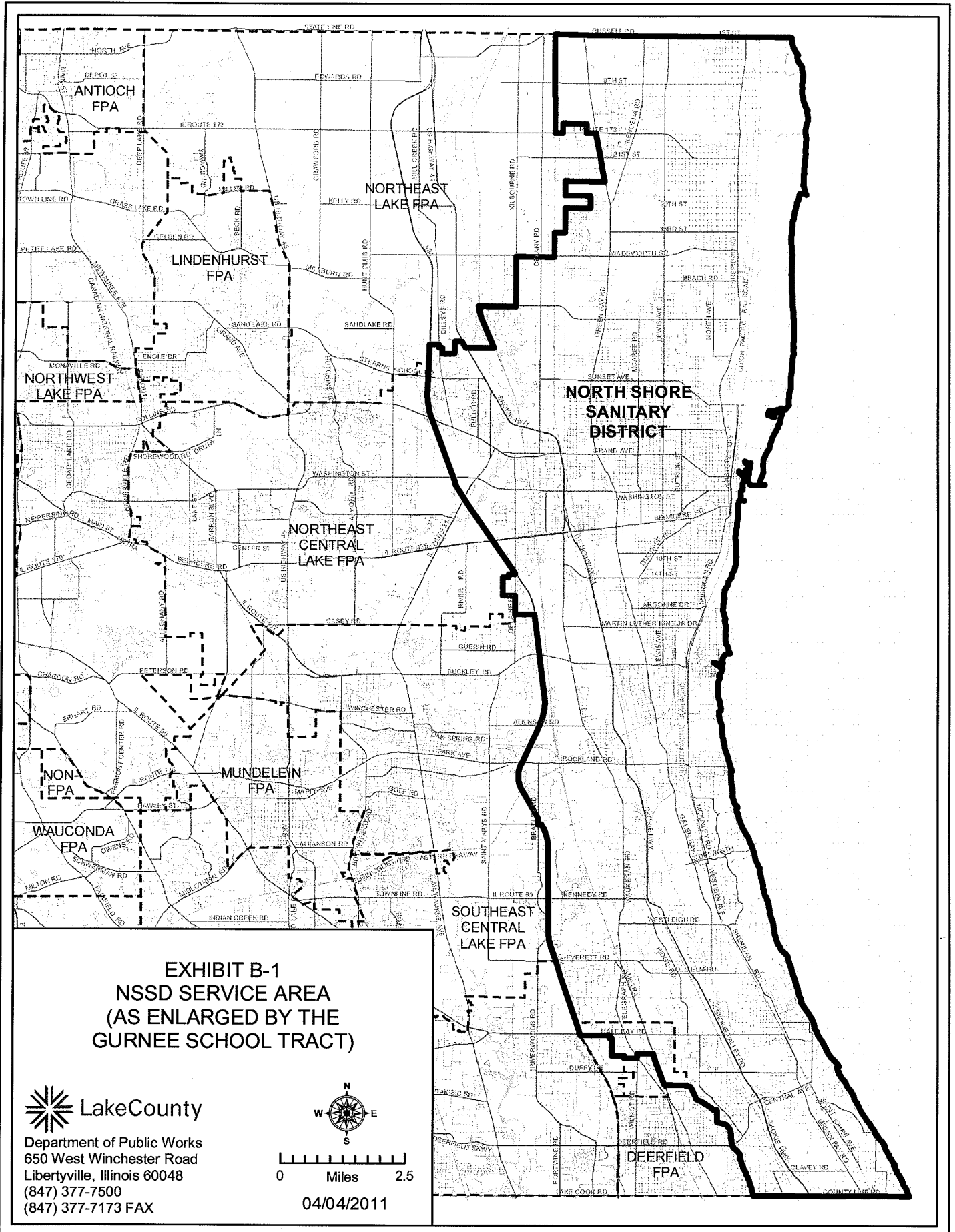
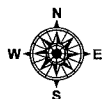


EXHIBIT B-1
 NSSD SERVICE AREA
 (AS ENLARGED BY THE
 GURNEE SCHOOL TRACT)



LakeCounty
 Department of Public Works
 650 West Winchester Road
 Libertyville, Illinois 60048
 (847) 377-7500
 (847) 377-7173 FAX



0 Miles 2.5
 04/04/2011

EXHIBIT B-2

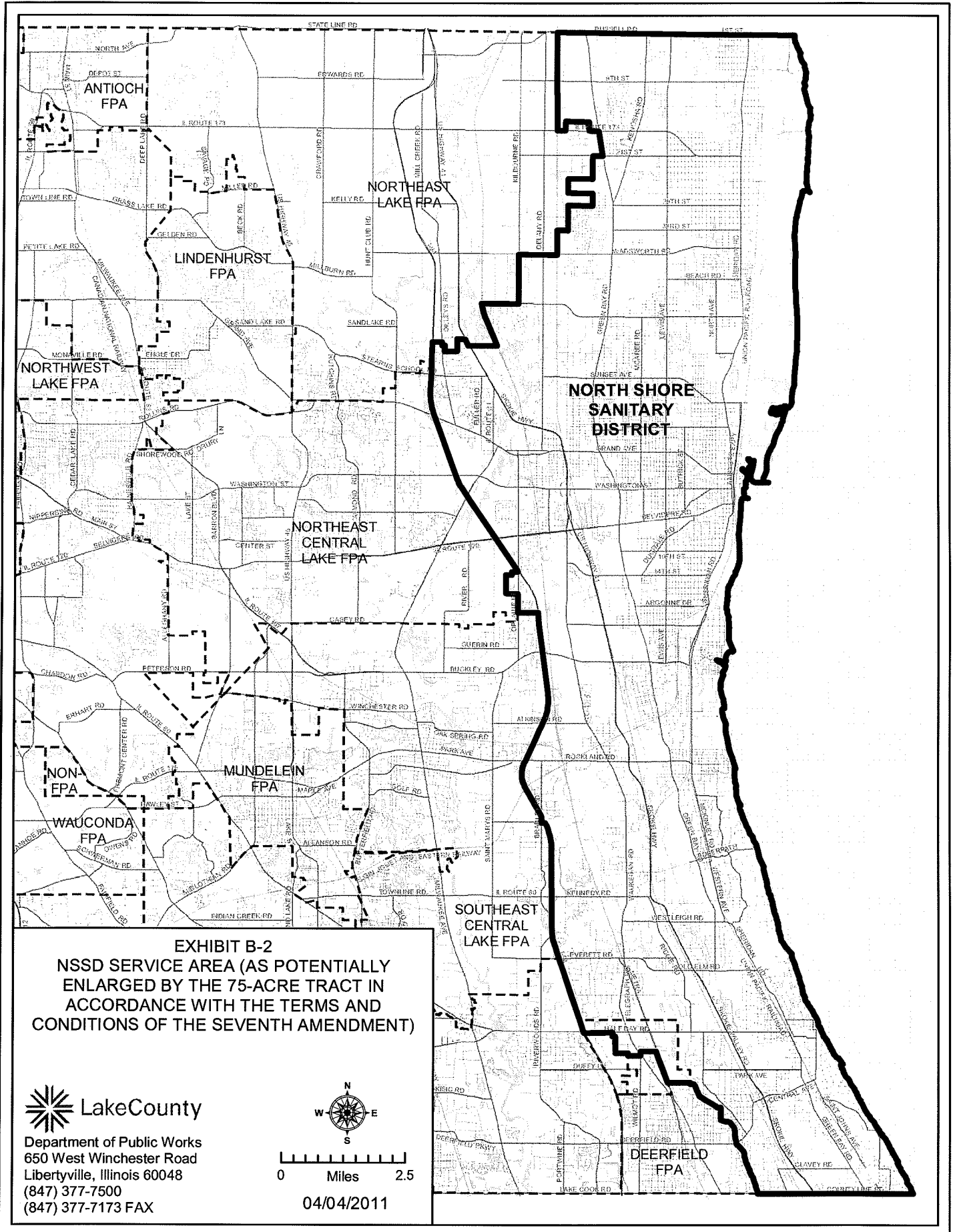


EXHIBIT B-2
NSSD SERVICE AREA (AS POTENTIALLY ENLARGED BY THE 75-ACRE TRACT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SEVENTH AMENDMENT)

 **LakeCounty**
 Department of Public Works
 650 West Winchester Road
 Libertyville, Illinois 60048
 (847) 377-7500
 (847) 377-7173 FAX

