



**RESOLUTION**

**WHEREAS**, Lake County and the City of Waukegan entered into an Intergovernmental Agreement in November 2005 whereby the County agreed to provide the City up to \$100,000 in matching funds for environmental studies and cleanup activities at the Waukegan Harbor Slip 3 Containment Cell, in Waukegan, Illinois; and

**WHEREAS**, under the terms of the Intergovernmental Agreement, the City agreed to submit a request for the reimbursement of funds within one (1) year of the effective date of the Intergovernmental Agreement; and

**WHEREAS**, the City has requested that the timeframe of the Intergovernmental Agreement be extended to allow the City to complete additional work on the project; and

**WHEREAS**, the Intergovernmental Agreement states that it may be amended by mutual agreement, signed, and executed with the same formality with which it was originally executed.

**NOW, THEREFORE, BE IT RESOLVED**, by this County Board of Lake County, Illinois that the County Board Chairman is hereby authorized to execute an Amendment to the Intergovernmental Agreement with the City of Waukegan to extend the timeframe for the expenditure of brownfield funds at the Waukegan Harbor Slip 3 PCB Containment Cell, in Waukegan, Illinois, a copy of which is attached, and hereby incorporated in this Resolution by reference; and

**WHEREAS, BE IT FURTHER RESOLVED**, that said extension shall expire on November 10, 2007.

**DATED**, at Waukegan, Lake County, Illinois on this 13th day of February, A.D. 2007.

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**CITY OF WAUKEGAN AND LAKE COUNTY**

This First Amendment ("First Amendment") to the Intergovernmental Agreement dated November 10, 2005 for the provision of County brownfield funds for property located at the former Waukegan Harbor Slip 3 PCB Containment Cell is made and entered, by and between Lake County, a body politic and corporate hereinafter referred to as the "COUNTY", and the City of Waukegan, a municipal corporation within the boundaries of Lake County, hereinafter referred to as the "CITY".

1. The CITY agrees to submit a request for reimbursement of funds for said project by November 10, 2007. Any funds not requested by that time will be unencumbered for the project activities stated in the Intergovernmental Agreement and will be available for other COUNTY funded brownfield activities.
2. The effective date of this First Amendment shall be the most recent date made, entered, or signed by the parties below.
3. In all other respects, the COUNTY and CITY confirm and incorporate all of the remaining terms of the Agreement between the COUNTY and CITY dated November 10, 2005. In the event of any conflict between the Agreement and the First Amendment, the First Amendment shall control.

IN WITNESS WHEREOF, Lake County by a Resolution duly adopted by the County Board of Lake County, causes this First Amendment to be signed by its Chairman and attested by its Clerk and the City of Waukegan, by order of its Board has caused this First Amendment to be executed by the Mayor and attested to by its Clerk all on the day(s) and year hereinafter written.

LAKE COUNTY:

CITY OF WAUKEGAN:

By: \_\_\_\_\_  
Suzi Schmidt, Chairman  
Lake County Board

By: \_\_\_\_\_  
Richard H. Hyde, Mayor  
City of Waukegan

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

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

Attest: \_\_\_\_\_  
Willard R. Helander  
County Clerk

Attest: \_\_\_\_\_  
Wayne Motley  
City Clerk