

Agenda Item # 34

DISTRIBUTION
County Board
County Administrator
County Clerk
Public Works

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE A.D., 2007 SESSION

June 12, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works & Transportation Committee and Financial and Administrative Committee present herewith a Joint Resolution authorizing the execution of an Eighth Amendment to the Agreement for Sewage Disposal with the Village of Kildeer, and request its adoption.

Respectfully submitted,

<u>Anna O'Kelly</u>	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
CHAIR	
<u>David S. [Signature]</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
VICE CHAIR	
<u>Ann B. Main</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
<u>Theresa Douglas</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
<u>Michael A. Albett</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
<u>Donna [Signature]</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
<u>Susan L. [Signature]</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>

<u>[Signature]</u>	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
CHAIR	
<u>Gene Flavin-Dai</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
VICE CHAIR	
<u>[Signature]</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
<u>Carol Calabrese</u>	<input type="checkbox"/> <input checked="" type="checkbox"/>
<u>Anna O'Kelly</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>

PUBLIC WORKS AND TRANSPORTATION COMMITTEE

FINANCIAL AND ADMINISTRATIVE COMMITTEE

RESOLUTION

WHEREAS, the County of Lake owns and operates a regional sewer system that serves several municipalities in the Southeast Facilities Planning Area; and

WHEREAS, the County entered into an Agreement for Sewage Disposal on July 9, 1991, with the Village of Kildeer, which Agreement was last amended on August 10, 2004; and

WHEREAS, Kildeer desires to provide for the delivery of additional sewage flows from properties in the current Village South Service Area via an existing connection between the Village system and the County collection system; and

WHEREAS, the County's Public Works & Transportation Committee has determined that, subject to the terms and conditions set forth in this Eighth Amendment, the additional sewage flows permitted by the County from the Village South Service Area is consistent with the "Considerations and Principles Relating to Intergovernmental Agreements for Sewer and Amendment to Existing Agreements"; and

WHEREAS, the County's sewer system has sufficient capacity to serve the additional sewage flows requested by the Village of Kildeer; and

WHEREAS, the appropriate Eighth Amendment to the Agreement for Sewage Disposal has been prepared, and ratified by the Village of Kildeer; and

WHEREAS, execution of an Amendment must be authorized by Resolution of this County Board.

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 Eighth Amendment to the Agreement for Sewage Disposal with the Village of Kildeer.

DATED at Waukegan, Lake County, Illinois on this 12th day of June A.D. 2007.

**EIGHTH AMENDMENT TO
AGREEMENT FOR SEWAGE DISPOSAL**

THIS EIGHTH AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL ("Amendment"), made and executed this ____ day of _____, 2007, between the VILLAGE OF KILDEER, a municipal corporation located in Lake County, Illinois ("Village") and the COUNTY OF LAKE, Illinois ("County");

WITNESSETH

WHEREAS, the County and the Village have entered into an Agreement for Sewage Disposal dated July 9, 1991, which Agreement was amended on January 14, 1992, October 13, 1992, April 14, 1998, August 11, 1998, September 14, 1999, October 14, 2003, and August 10, 2004 (herein the Agreement and Amendments thereto are collectively referred to as the "Sewage Agreement"); and

WHEREAS, the Sewage Agreement provides for the disposal of sewage from certain properties within the Village into the County's collection system; and

WHEREAS, the Village now desires to provide for the delivery of additional sewage flows from the current Village South Service Area (as originally described and depicted in the April 14, 1998 Third Amendment, Exhibit C, and as thereafter modified in the October 14, 2003 Sixth Amendment, Exhibit C, as said Village South Service Area currently exists and is depicted on the attached Exhibit C) via existing connection between the Village system and the County collection system; and

WHEREAS, the County's Public Works & Transportation Committee has determined that, subject to the terms and conditions set forth in this Eighth Amendment, the additional sewage flows permitted by the County from the Village South Service Area is consistent with the "Considerations and Principles Relating to Intergovernmental Agreements for Sewer and Amendment to Existing Agreements"; and

WHEREAS, the County and the Village desire to amend the Sewage Agreement to provide for the disposal of additional sewage flows from property within the Village South Service Area into the County's collection system;

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

SECTION 1. RECITALS. The foregoing recitals are hereby incorporated into this Eighth Amendment as if fully set forth.

SECTION 2. AMENDMENT: CONDITIONS PRECEDENT AND LIMITATIONS.

Section 3(f) of the Sewage Agreement is hereby amended, and reads in its entirety, as follows:

- (f) The obligations of the County to receive sewage from the Village South Service Area shall be subject to the following conditions precedent:
 - (1) The completion of construction of all necessary improvements to the Village system;
 - (2) The construction, either by the Village at its sole cost and expense, or by the owners or developers of property within the Village South Service Area, at no expense to the County, as part of the Village system, of a pump station and force main connecting sewer and related improvements between the Village system serving the Village south service area and the County's collection system. The location and size of such connecting sewer shall be as determined by the County's Department of Public Works;
 - (3) All construction under Sections 3(f)(1) and 3(f)(2) hereof shall be subject to the terms of Section 3(a)(3) of the Sewage Agreement;
 - (4) The rehabilitation of the sewers within the Village system serving the Village South Service Area, without cost or expense to the County, to reduce the degree of inflow and infiltration, such that the Village system satisfies at least one of the following standards:
 - (A) sewers serving the Village South Service Area have a ratio of peak flows to daily average flows of not more than 4:1; or
 - (B) compliance with any consent decree standard for cost-effective elimination of extraneous inflow and infiltration of water into the Village system; and

- (5) The ability of the Treatment Plant to accept sewage that the Village delivers to the County's collection system for treatment and disposal in compliance with all applicable laws and regulations.

Notwithstanding anything in this Section 3(f) or in this Sewage Agreement to the contrary, the County shall not be required to accept, and the Village shall not be entitled to collect or deliver, sewage from the Village South Service Area in excess of 2,300 P.E. In addition, the Village South Service Area shall only be served by the County's collection system through the connecting sewer described in Section 3(f)(2) of this Agreement.

SECTION 3. MAP EXHIBIT. The attached Exhibit C shall hereafter be deemed Exhibit C to the Sewage Agreement, depicting the Village South Service Area.

SECTION 4. CONTINUED EFFECT. Except as specifically amended herein, the Sewage Agreement shall remain in full force and effect.

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

VILLAGE OF KILDEER

By: _____
Its President

ATTEST:

Village Clerk

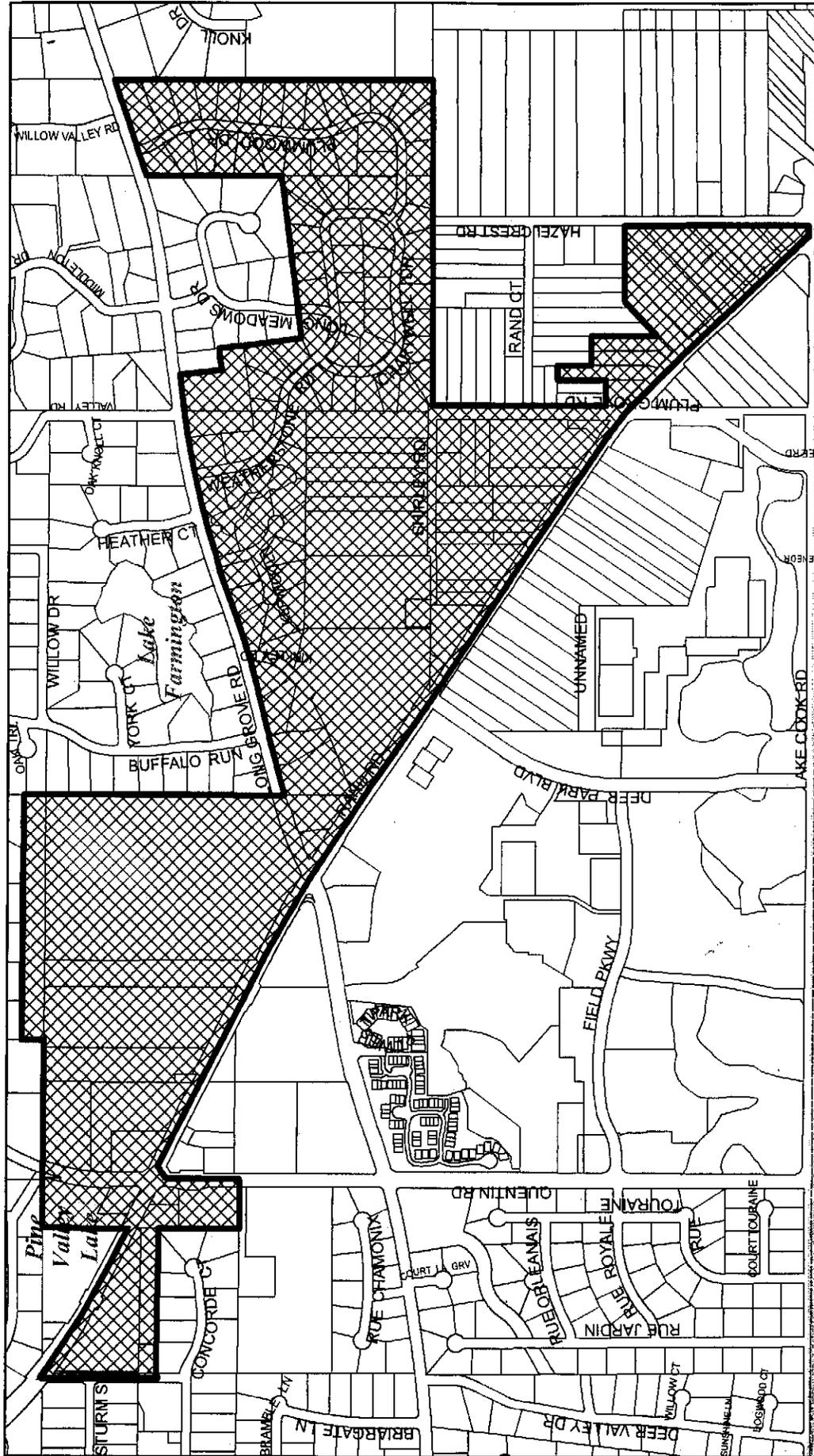
COUNTY OF LAKE

By: _____
Its Chairman

ATTEST:

County Clerk

EXHIBIT C
VILLAGE SOUTH SERVICE AREA



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

VILLAGE OF KILDEER
SOUTH SEWER SERVICE AREA

Legend

 South Service Area



MAY 2007