

Agenda Item # 52

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D., 2007 SESSION

DECEMBER 11, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial and Administrative Committee present herewith a Joint Resolution authorizing execution of the Second Amendment to the Agreement for Sewage Disposal with the Village of Antioch; and request its adoption.

Respectfully submitted,

<u>Deann O Kelly</u>	Aye	Nay
CHAIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Paul O</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE CHAIR		
<u>Michael A. Collett</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Steve Douglas</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Susan L. Greenhurst</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Bonnie Ann Cook</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Ann B. Marino</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PUBLIC WORKS AND TRANSPORTATION COMMITTEE		

<u>Deann O Kelly</u>	Aye	Nay
CHAIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Ann Florio</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE CHAIR		
<u>Paul O</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Samson Munkin</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Deann O Kelly</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Ann B. Marino</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FINANCIAL AND ADMINISTRATIVE COMMITTEE		

RESOLUTION

WHEREAS, the County of Lake owns and operates a regional sewer system that serves a number of communities in the Northeast Lake Facilities Planning Area; and

WHEREAS, the County entered into an Agreement for Sewage Disposal with the Village of Antioch on November 17, 1995, which Agreement was amended on September 10, 1996; and

WHEREAS, the Village has requested the County provide sanitary sewer service within a defined service area as legally described in Exhibit A and as depicted in Exhibit B; and

WHEREAS, the proposed uses of the subject parcels are consistent with the Retail/Commercial designation of the parcels on the County's Framework Plan Future Land Use Map; and

WHEREAS, the County has determined that it has sufficient available capacity within its interceptor to provide sewer service to the subject parcel; and

WHEREAS, the proposed use is all non-residential and will therefore not adversely impact the local school districts or other public bodies; and

WHEREAS, there was no opposition to the proposed uses or the extension of sewer services to the subject parcels expressed by affected citizens or public bodies; and

WHEREAS, the County has determined that the extension of sewer service to the subject parcels is feasible, subject to the terms of an amended Agreement; and

WHEREAS, the County and Village desire to formally amend the Agreement to provide sewer service to the subject parcel for non-residential uses only; and

WHEREAS, execution of a Second Amendment to the 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 Chairman of the County Board and Clerk of Lake County be and are hereby authorized and directed to execute the attached Second Amendment to the Agreement for Sewage Disposal with the Village of Antioch.

DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 11th day of December A.D., 2007.

**SECOND AMENDMENT TO AGREEMENT
FOR SEWAGE DISPOSAL**

THIS SECOND AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL (this "Second Amendment") is made and entered into this _____ day of _____, 2007, by and between the COUNTY OF LAKE, a body corporate and politic of the State of Illinois (the "**County**"), and the VILLAGE OF ANTIOCH, an Illinois municipal corporation (the "**Village**").

WITNESSETH:

WHEREAS, the County Board of Lake County, State of Illinois (the "**County Board**"), has created the Northeast Lake Facilities Planning Area Special Service Area (the "**NEFPA SSA**") to provide special sanitary sewerage services pursuant to Section 7(6) of Article VII of the Illinois Constitution of 1970; Section 5-15010 of the Counties Code, 55 ILCS 5/1-1001 et seq.; the provisions of 35 ILCS 200/27-5 et seq. (the "**Special Service Area Act**"); and the Lake County Ordinance approved on December 2, 1994, entitled "An Ordinance Establishing the Northeast Lake FPA Special Service Area" (the "**Establishing Ordinance**"); and

WHEREAS, the County and the Village have entered into an "Agreement for Sanitary Sewer Service to the Antioch Northeast Service Area between Lake County and the Village," dated November 17, 1995 (the "**1995 Agreement**"), which 1995 Agreement was amended through the "First Amendment to Agreement for Sewage Disposal to the Antioch Northeast Service Area" dated September 10, 1996 (the "**First Amendment**")(collectively, the 1995 Agreement and the First Amendment will hereinafter be referred to as the "**Sewer Agreement**"); and

WHEREAS, pursuant to, and subject to the terms of, the Sewer Agreement, the County has agreed to dispose of sewage generated from certain properties within the corporate limits of, and approved by, the Village and also located within a defined sanitary sewer service area that is depicted as part of the Sewer Agreement (the "**Service Area**"); and

WHEREAS, the Village on February 5, 2007 annexed a tract of approximately 199 acres owned by Alfred P. Pedersen, Jr., Dean A. Pedersen, Dale A. Pedersen, Lloyd A. Pedersen, and Alfred P. Pedersen, as Trustee under the Alfred P. Pedersen Trust Agreement dated January 12, 1995 (the "**Subject Property**"), which is legally described in Exhibit A to this Second Amendment; and

WHEREAS, the County has annexed the Subject Property into the NEFPA SSA through an Agreement to Annex the Pedersen Annexation Tract to the NEFPA SSA, dated August 14, 2007 (the "**County Annexation Agreement**"), and enlarged the NEFPA to include the Subject Property through an Ordinance Enlarging the Northeast Lake FPA Special Service Area, dated August 14, 2007 (the "**Enlargement Ordinance**"); and

WHEREAS, in order to serve the Subject Property with public sanitary sewerage services, the County and the Village desire to amend the Sewer Agreement as hereinafter set forth;

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 in this Section One.

Section Two: Amendment to Service Area. Subject to the terms and limitations in the Sewer Agreement and this Second Amendment, Exhibit A to the 1995 Agreement is hereby replaced and superseded by Exhibit B to this Second Amendment, which new Exhibit B depicts the amended "Antioch Northeast Service Area Map" under the Sewer Agreement, as hereby amended.

Section Three: Except as specifically amended herein, the Sewer Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Village have executed this Second Amendment, effective as of the above date.

VILLAGE OF ANTIOCH

COUNTY OF LAKE

By: _____
Village President

By: _____
Chairman, County Board

ATTEST:

By: _____
Village Clerk

By: _____
County Clerk

4758613_v2

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 500.00 FEET OF THE EAST 100.00 FEET THEREOF, AND ALSO EXCEPT THE WEST 161.58 FEET THEREOF) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89 DEGREES, 12 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 162.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, 2615.67 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 22 MINUTES 55 SECONDS EAST ALONG SAID NORTH LINE, 1633.07 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, A DISTANCE OF 2120.38 FEET, TO THE NORTH LINE OF SAID SOUTH 500.00 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH 500.00 FEET, 100.01 FEET TO THE WEST LINE OF SAID EAST 100.00 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID EAST 100.00 FEET, 500.03 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 1533.11 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 12 MINUTES 56 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER SECTION, 162.55 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 28 SECONDS EAST, 1411.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST, 1584.57 FEET TO THE CENTERLINE OF NORTH MILL CREEK; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF NORTH MILL CREEK TO A POINT 802.61 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13 AND 327.20 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID CENTERLINE, NORTH 00 DEGREES 07 MINUTES 33 SECONDS EAST, 802.61 FEET, TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 45 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE 1654.77 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 14 MINUTES 00 SECONDS WEST 45.94 FEET TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 89 DEGREES 22

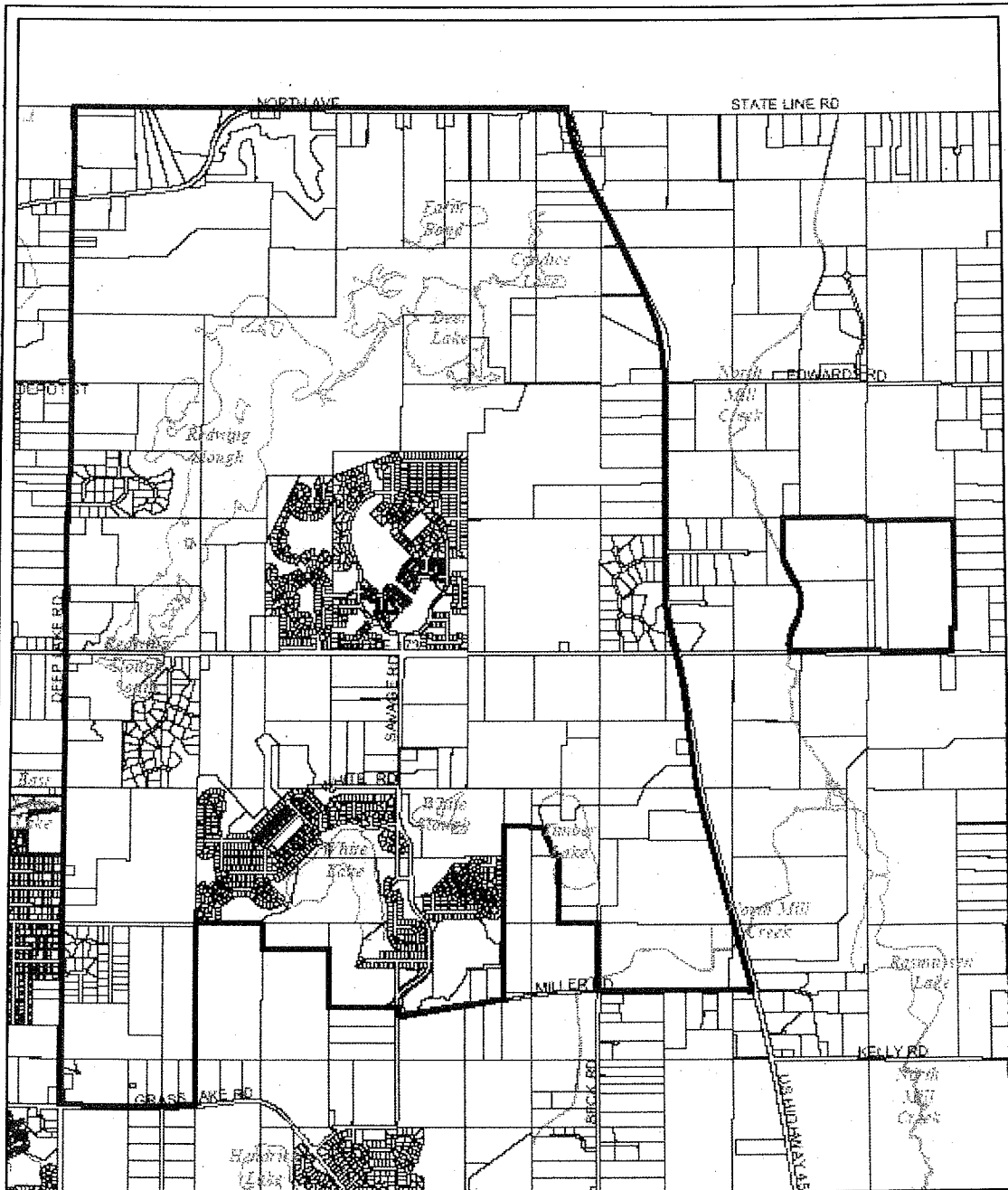
MINUTES 55 SECONDS EAST, 160.62 FEET, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST, 1204.47 FEET TO THE POINT OF BEGINNING;

PARCEL 3:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13, THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS WEST, 1540.12 FEET TO THE CENTERLINE OF NORTH MILL CREEK; THENCE NORTHERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF NORTH MILL CREEK TO A POINT 74.38 FEET NORTH OF NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13 AND 97.50 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE DEPARTING SAID CENTERLINE, SOUTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, 1584.57 FEET, THENCE SOUTH 00 DEGREES 11 MINUTES 28 SECONDS WEST 1411.20 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 12 MINUTES 56 SECONDS WEST, ALONG SAID SOUTH LINE, 162.55 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 27 MINUTES 09 SECONDS EAST, 7.85 FEET TO THE POINT OF BEGINNING.

PIN Nos.:

02-13-200-005 (partial)
02-13-200-002 (partial)
02-13-200-003 (partial)
03-18-100-001
03-18-100-002



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

EXHIBIT B

ANTIOCH NORTHEAST SERVICE AREA MAP
 AS AMENDED



NOVEMBER 2007