

ORDINANCE NO. 1759-17

AN ORDINANCE ADOPTING A CERTAIN SECOND AMENDMENT TO AGREEMENT
FOR SEWER SERVICE – LAKE COUNTY

WHEREAS, the Village of Hawthorn Woods (“Village”) and the County of Lake (“County”) have entered into an Agreement for Sewer Service dated 10 July 1990 (hereinafter referred to as the “Agreement”) as amended by the “First Amendment to Agreement for Sewer Service” dated July 13, 1998 (collectively, “Sewage Agreement”), under which the County has agreed to collect, transport, and treat sanitary sewage from certain areas within the Village to the County’s Southeast Sewerage System; and

WHEREAS, the Sewage Agreement provides for the County to provide sewer service directly to certain property located within a defined service area of the Village and to own and maintain the sewer improvements to be used for collecting sewage from such service area; and

WHEREAS, the Village now desires to have the County provide direct sewer service to additional properties within the Village; and

WHEREAS, the County has determined that the expansion of its service area within the Village is feasible and consistent with the Lake County Framework Plan; and

WHEREAS, the Village and the County desire to amend the Sewage Agreement to provide for the expansion of the County’s service area within the Village, within which service area the County will provide sewer services directly to certain properties in accordance with the Sewage Agreement and this Second Amendment to the Agreement (“Second Amendment”); and

WHEREAS, Hawthorn 45 LLC is the sole owner of the property generally located at the northeast corner of the intersection of Route 22 and Quentin Road, south of Ensell Road and is presently situated within incorporated limits of the Village (“Property”); and

WHEREAS, in accordance with the Second Amendment, the County will provide sewer services directly to the Property; and

WHEREAS, in recognition of Hawthorn 45 LLC's need for the full allocation of population equivalent ("P.E.") set forth in the Second Amendment attached hereto to permit the development identified on the Final Plan for the Property, as approved by the Village on November 28, 2016, the Village shall use its best efforts to renew the existing Sewage Agreement and any amendments thereto and shall in any future sewer agreement or amendment with the County, memorialize Hawthorn 45 LLC's right to such capacity for the full term of such amendment; and

WHEREAS, the County approved the Second Amendment on April 11, 2017 at a public meeting; and

WHEREAS, the Mayor and Board of Trustees have considered the terms and provisions of the proposed Second Amendment; and

WHEREAS, this Ordinance is passed by a vote of two-thirds of the Corporate Authorities holding office.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Lake County, Illinois, as follows:

SECTION ONE: That there is hereby adopted a certain Second Amendment to a certain Sewage Agreement, in substantially the form heretofore incorporated herein as **Exhibit "A"**, with such changes as are approved by the Village Attorney and the Mayor, by and on behalf of the Village of Hawthorn Woods.

SECTION TWO: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, superseded by this ordinance.

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

The foregoing Ordinance was passed by a roll call vote as follows:

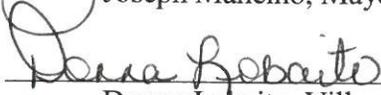
AYES: Perzo, Russo, Morgan, Cerri, DiMaggio, David

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

PASSED: April 24, 2017

APPROVED: April 24, 2017

EXHIBIT "A"

SECOND AMENDMENT TO AGREEMENT FOR SEWER SERVICE

SECOND AMENDMENT TO AGREEMENT FOR SEWER SERVICE

THIS SECOND AMENDMENT TO AGREEMENT FOR SEWER SERVICE (the "Second Amendment"), made and executed this 11th day of April, 2017, between the VILLAGE OF HAWTHORN WOODS, a municipal corporation located in Lake County, Illinois, hereinafter referred to as the "Village", and the COUNTY OF LAKE, Illinois, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the County and the Village have entered into an Agreement for Sewer Service dated 10 July 1990 (hereinafter referred to as the "Agreement") as amended by the "First Amendment to Agreement for Sewer Service" dated July 13, 1998 (collectively, "Sewage Agreement"), under which the County has agreed to collect, transport, and treat sanitary sewage from certain areas within the Village to the County's Southeast Sewerage System; and

WHEREAS, the Sewage Agreement provides for the County to provide sewer service directly to certain property located within a defined service area of the Village and to own and maintain the sewer improvements to be used for collecting sewage from such service are; and

WHEREAS, the Village now desires to have the County provide direct sewer service to additional properties within the Village; and

WHEREAS, the County has determined that the expansion of its service area within the Village is feasible and consistent with the Lake County Framework Plan; and

WHEREAS, the County and the Village desire to amend the Sewage Agreement to provide for the expansion of the County's service area within the Village, within which service area the County will provide sewer services directly to certain properties in accordance with the Sewage Agreement and this Second Amendment;

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

SECTION ONE: Recitals. The foregoing recital are, by this reference, fully incorporated into and made a part of this Second Amendment.

SECTION TWO: Amendment. Section 1 of the Sewage Agreement is hereby amended in its entirety, so that said Section 1 shall hereafter be and read as follows:

1. The County shall provide sewer service directly to the areas delineated in Exhibits A (the "South Service Area"), Exhibit B (the "North Service Area"), **and Exhibit C (the "Route 22 Service Area")** (the South Service Area, the North Service Area, **and the Route 22 Service Area** shall from time-to-time hereinafter be referred to collectively as the "Service Area"), which exhibits are attached hereto and by this reference made a part of hereof. The extent of the service to be provided by the County to the Service Area shall be subject to all applicable County

ordinances and the limits of available capacity as provided on a first come-first serve basis, as well as the following additional limitations:

- a. In the South Service Area, the County shall not be required to provide sewer service for more than 300 Population Equivalents ("P.E.") of sewage flow from commercial developments;
- b. In the North Service Area, the County shall not be required to provide sewer service to more than 63 detached single family dwellings with a total sewage flow of not more than 221 P.E., plus up to 154 P.E. of flow from commercial development; **and**
- c. **In the Route 22 Service Area, the County shall not be required to provide sewer service to more than 37 detached single family dwellings with a total sewage flow of not more than 129.5 P.E., plus up to 144 P.E. of flow from commercial development. The commercial development shall not include gasoline dispensing operations.**

During the term of this Agreement, the Village shall not construct or permit the construction of any alternative sewage disposal systems within the boundaries of the Service Area.

SECTION THREE: Expanded Service Area. A new exhibit, designated as Exhibit C to the Sewage Agreement (as amended by this Second Amendment) and depicting the Route 22 Service Area is hereby adopted as attached hereto and made a part of this Second Amendment to the Sewage Agreement.

SECTION FOUR: Continued Effect. Except as specifically amended herein, the Sewage Agreement shall remain in full force and effect **until its expiration date on 10 July 2020.**

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for Sewer Service in three identical counterparts as of the day and year first written above.

VILLAGE OF HAWTHORN WOODS

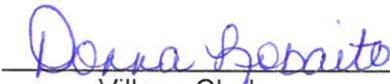
COUNTY OF LAKE

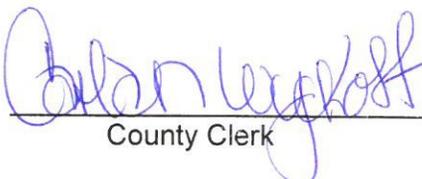
By: 
Mayor

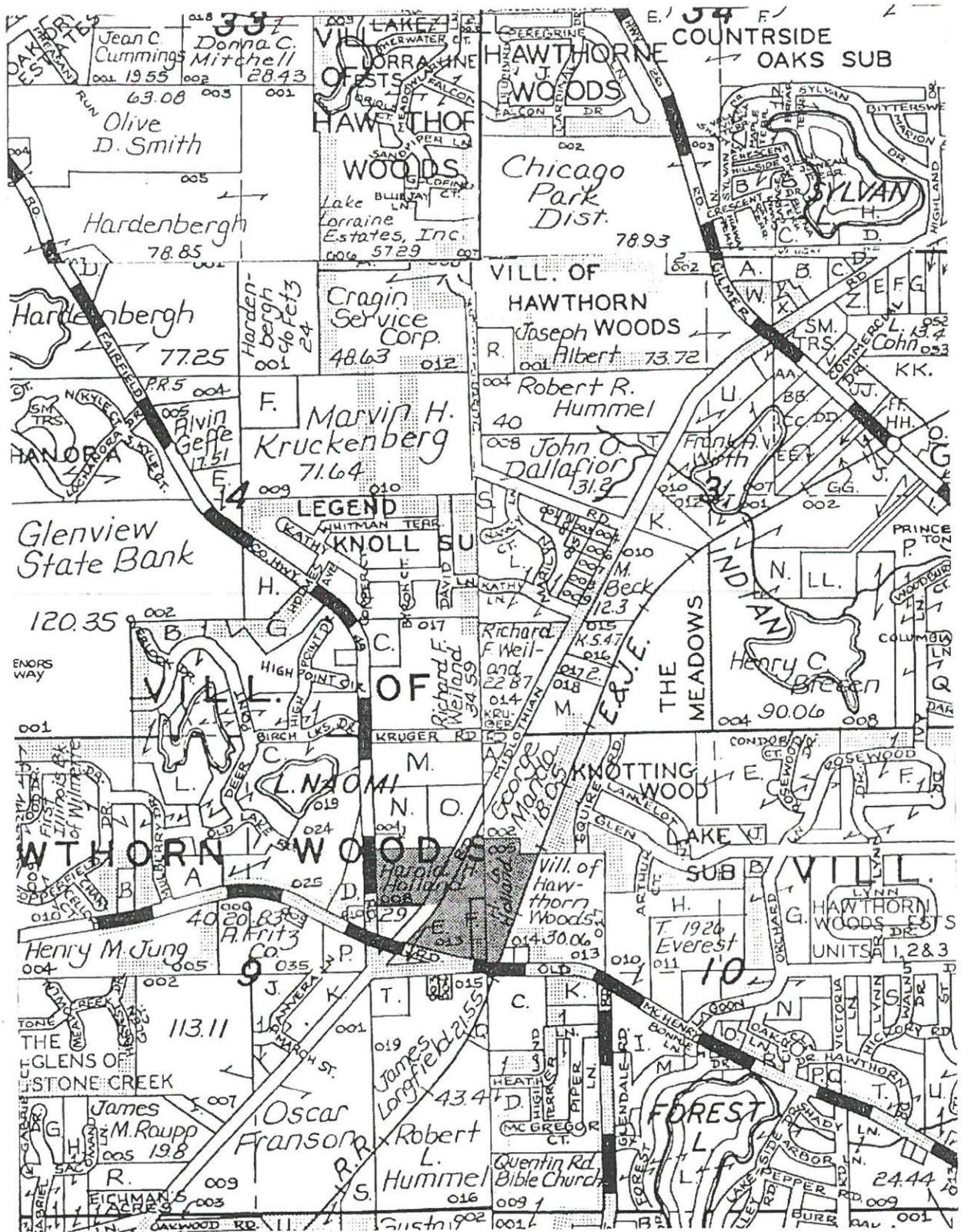
By: 
Chairman, Lake County Board

ATTEST:

ATTEST:


Village Clerk


County Clerk



**HAWTHORN WOODS SEWER AGREEMENT
SOUTH SERVICE AREA**

EXHIBIT A



129.5 PE Residential
144.0 PE Commercial

EXHIBIT C
Route 22 Service Area

PE = Population Equivalent

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



3/21/2017 2556



Lake County Illinois

Text File

File Number: 17-0401

Agenda Date:

Version: 1

Status: Passed

In Control: Public Works and Transportation Committee

File Type: resolution

Agenda Number: 48

Title

Joint resolution authorizing a second amendment to an agreement for sewer service with the Village of Hawthorn Woods.

Staff Summary

- The Village of Hawthorn Woods has requested that its sewer service area be amended to include a 15-acre parcel know as Hawthorn Trails Phase Three.
- The parcel is located at the northeast corner of Quentin Road and Illinois Route 22.
- The request was discussed at the March 1, 2017 Public Works and Transportation (PWT) Committee meeting, at which time the Village of Hawthorn Woods made a presentation regarding the proposed development.
- Following the March 1, 2017 PWT Committee meeting, Planning, Building and Development staff met with the developer and was successful in incorporating additional design improvements. These improvements include: elimination of two residential lots (39 and 37), increased lot sizes and setbacks, as well as a park between the proposed houses and the project's northern perimeter.
- This resolution authorizes a second amendment to the sewer service agreement with the Village of Hawthorn Woods that amends the sewer service area to include service to the Hawthorn Trails Phase Three parcel.

Body

RESOLUTION

WHEREAS, the County of Lake (the "County") has entered into an Agreement for Sewer Service (the "Agreement") with the Village of Hawthorn Woods ("Village") dated July 10, 1990; and

WHEREAS, on July 13, 1998, the County and the Village entered into the First Amendment to Agreement for Sewer Service (the "First Amendment")(the Agreement and first Amendment shall hereinafter be referred to collectively as the "Sewage Agreement"); and

WHEREAS, the Village now desires to have the County provide direct sewer service to additional properties within Hawthorn Woods; and

WHEREAS, the County has determined that expansion of the service areas under the Sewage Agreement to additional properties is feasible; and

WHEREAS, execution of a Second Amendment to Agreement for Sewer Service (the "Second Amendment") 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 Board and the County Clerk be and are hereby authorized and directed to execute and attest the attached Second Amendment with the Village; and

BE IT FURTHER RESOLVED, that, in light of the impending expiration of the current Sewage Agreement between the County and Village on July 10, 2020, the County staff is hereby directed to immediately begin negotiations with the Village on a new agreement for sewer service, and that the County consider no additional properties for sewer services until a new agreement is in effect; and

BE IT FURTHER RESOLVED, that the County Clerk is directed to deliver to the Village President and Village Clerk of the Village a certified copy of this Resolution.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 11th day of April, A.D., 2017.