

MEMORANDUM OF UNDERSTANDING

Between the
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
and
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
recognizing
**AUTHORITY OF LAKE COUNTY STORMWATER MANAGEMENT COMMISSION TO
REGULATE ISOLATED WETLANDS IN CERTAIN COOK COUNTY AREAS**
and affirming
**SUPPORT FOR FLOOD WARNING, EMERGENCY RESPONSE AND STORMWATER
PLANNING EFFORTS OF THE LAKE COUNTY STORMWATER MANAGEMENT
COMMISSION**

This Memorandum of Understanding (“MOU”) is made and entered into as of the Effective Date defined herein, by and between the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) and the Lake County Stormwater Management Commission (“LCSMC”). The MWRD and LCSMC may hereinafter collectively be referred to as the “Parties.”

WHEREAS, the MWRD has enacted a Watershed Management Ordinance (“WMO”) pursuant to statutory authorization in 70 ILCS 2605 and the County of Lake has enacted a Watershed Development Ordinance (“WDO”) which is administered and enforced by the LCSMC; and

WHEREAS, said ordinances each provide the minimum stormwater management development regulations and standards applicable within the boundaries of the respective counties served by the MWRD and LCSMC; and

WHEREAS, said ordinances contain provisions related to real property defined as “isolated wetlands”; and

WHEREAS, along the common border between the County of Cook and the County of Lake certain municipalities have corporate territory in both counties, and the WMO refers to such municipalities as multi-county municipalities; and

WHEREAS, Article 2 of the WMO provides and allows that a multi-county municipality may adopt and enforce the stormwater management ordinance of the adjacent county in which a portion of the municipality is located, and that such a multi-county municipality may enforce the adjacent county’s ordinance in the portion of the municipality located in the County of Cook, subject to terms of an intergovernmental agreement with the MWRD; and

WHEREAS, the MWRD and the LCSMC are sister agencies with a common mission to manage floods and flood waters within their jurisdictions; and

WHEREAS, management of floods and floodwaters along watersheds that cross the boundary between the Counties of Lake and Cook may be accomplished more effectively, economically, and comprehensively with the MWRD and LCSMC cooperating and using their joint efforts and resources.

Now, THEREFORE, the MWRD and the LCSMC hereby acknowledge and declare as follows:

1. The recitals set forth above are incorporated herein by reference and made a part hereof.
2. The MWRD recognizes the authority of the LCSMC to administer and enforce the WDO in the areas of multi-county municipalities that have entered into an intergovernmental agreement with the MWRD allowing them to administer the WDO in the portions of their corporate areas located in the County of Cook. For such municipalities that have not been granted authority by LCSMC through certification to administer the isolated wetlands provisions of the WDO within their corporate limits, the LCSMC is authorized to administer these provisions of the WDO in the portions of these municipalities located in the County of Cook.
3. The MWRD will support and continue to coordinate with LCSMC in its efforts to provide flood warning notifications and to secure funding for emergency response activities to areas within watersheds that cross the boundary between the Counties of Lake and Cook.
4. The MWRD and LCSMC will continue to coordinate efforts related to stormwater planning in watersheds that cross the boundary between the Counties of Lake and Cook through the exchange of relevant information and data.
5. EFFECTIVE DATE: This MOU becomes effective on the date that the last signature is affixed hereto (the "Effective Date").
6. DISCLAIMERS: The provisions set forth in this MOU are intended solely as guidance to maintain a good working relationship of the Parties in carrying out their respective responsibilities for their communities. This MOU does not, and is not intended to, impose any legally binding requirements on either party. This MOU is to be construed in a manner consistent with all existing laws and regulations. This MOU neither expands, nor is in derogation of, those powers and authorities vested in the participating Parties by applicable laws, statutes, or regulations.
7. MODIFICATION AND TERMINATION: This MOU may be modified or amended at any time upon written request of either party hereto and the subsequent written concurrence of the other. This MOU may be terminated by either party upon providing sixty (60) days advance written notice.
8. REPRESENTATIVES: Upon execution of this MOU, the following individuals will each represent their respective party as a primary contact and for receipt of notice in all matters under this MOU.

For MWRD:

Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 E. Erie Street
Chicago, IL 60611
Phone: (312) 751-7905

For LCSMC:

Executive Director
Lake County Stormwater
Management Commission
500 West Winchester Road
Suite 201
Libertyville, IL 60048
Phone: (847) 377-7700

Metropolitan Water Reclamation District
Of Greater Chicago

Lake County Stormwater
Management Commission

Approved:

Chairman of Finance Committee

Donald J. Schmit
Chairman

Brian A. Perkovich
Executive Director

Date: _____

ATTEST:

ATTEST:

Clerk

Leon Rockingham, Secretary

Date: _____

Date: _____

Director of Engineering

APPROVED:

Approved as to Form and Legality:

Kurt Woolford,
Executive Director

Head Assistant Attorney

General Counsel