

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN LAKE COUNTY THROUGH THE LAKE COUNTY HEALTH DEPARTMENT, AND THE VILLAGE OF LAKEMOOR

FOR DELEGATION OF DESIGNATED ENFORCEMENT AUTHORITY FOR ONSITE WASTE TREATMENT SYSTEM PROVISIONS IN THE PORTS OF SULLIVAN LAKE

THIS AGREEMENT is made and entered into on the later of the dates set forth under the signature section below, hereinafter referred to as the “Effective Date”, by and between the Village of Lakemoor, an Illinois municipal corporation (hereinafter “LAKEMOOR”) and Lake County, Illinois, an Illinois body politic through the Lake County Health Department (hereinafter “LCHD”). LCHD and LAKEMOOR are hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WHEREAS, LAKEMOOR has territorial jurisdiction over a residential development commonly known as the Ports of Sullivan Lake (hereinafter “TERRITORY”) for all purposes authorized under the Illinois Municipal Act (65 ILCS 5/1 et seq.); and

WHEREAS, the Lake County, Illinois, an Illinois body politic, through the LCHD has enforcement jurisdiction over all private wastewater systems for residential and commercial applications within Lake County; and

WHEREAS, the TERRITORY consisting of approximately 40 acres was developed as a seasonal recreational park during the 1980’s, as recognized by the Illinois Department of Public Health (IDPH) in 1986; and

WHEREAS, at the time that IDPH recognized the use in 1986, it was determined that such site already housed many Recreational Vehicles and non-permanent type structures which addressed their sanitary sewer service needs via holding tanks; and

WHEREAS, at some point in 1987 the IDPH became aware of significant code compliance issues in the TERRITORY that were causing enforcement difficulties as the TERRITORY began to be used more and more for full-time residential uses; and

WHEREAS, the LCHD held administrative hearings in 1990 and identified that the TERRITORY was not being used seasonally, that “gray water” systems were illegally installed, the holding tanks violated current health codes, the holding tanks were not being pumped in a sufficient manner, and that the IDPH had withdrawn its recognition of the TERRITORY as being a “recreational area”; and

WHEREAS, pursuant to the administrative hearings held by the LCHD and the underlying actions of the IDPH, LCHD was essentially left with the issue of code enforcement of undefined standards applicable to the TERRITORY; and

WHEREAS, in 1995, the LCHD and the Ports of Sullivan Owner's Association for the TERRITORY entered into an agreement whereby the association agreed to enforce certain provisions of the health codes as applied and recommended by the LCHD in exchange for the LCHD waiving the fees being charged to the residents in the TERRITORY for enforcement actions; and

WHEREAS, the 1995 agreement was amended in 1996 as it became clear that that residents of the TERRITORY and the managers of same were unable to abide by the terms of the 1995 agreement; and

WHEREAS, the 1996 agreement with LCHD was not enforced as intended and most efforts to control or apply enforcement measures in the TERRITORY were either delayed or abandoned until approximately 2000 when the LCHD and TERRITORY made a further agreement for compliance; and

WHEREAS, the 2000 agreement between LCHD and TERRITORY was again breached by failure of the association of TERRITORY to comply with and further enforce the applicable regulations pertaining to holding tanks and "gray water" lines; and

WHEREAS, LCHD attempted again in 2007, 2009, and 2011 to seek compliance with the former agreements, but to no avail; and

WHEREAS, LCHD has been unable to reach an acceptable level of compliance with health codes for the TERRITORY and the association thereof remains obstinate with any measures directed at ensuring the proper handling and pumping of domestic wastewater; and

WHEREAS, LAKEMOOR is desirous of enforcing the health codes of LCHD to effectuate a code enforcement drive with the intent of preventing environmental harm as well as to reduce or minimize potential negative health impacts on the residents of the TERRITORY and the surrounding area; and

WHEREAS, in order to have the jurisdiction and tools necessary to work towards compliance with all health codes within the TERRITORY, it is most expedient that LCHD enter into this Agreement for LAKEMOOR to enforce certain health codes of LCHD as it pertains to the TERRITORY; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage the cooperation between units of local government; and

WHEREAS, LAKEMOOR and Lake County, Illinois, through the LCHD, are authorized by the terms and provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly a governmental purpose or undertaking either of them could do singularly; and

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** That the above recitals are incorporated herein as though fully set forth below.
2. **Delegation of Enforcement Authority.** LAKEMOOR agrees to and shall enforce regulation of all existing LCHD-approved wastewater tanks and structures or other mechanisms for the collection of domestic wastewater in the TERRITORY. This authority shall include the power to enforce Lake County, IL Code of Ordinances, Chapter 171 (hereinafter “Chapter 171”), Sections 171.005, 171.050, 171.220, 171.223, 171.224 and 171.261(A)(4). LAKEMOOR may regulate, fine, seek injunctive relief, or otherwise make all necessary legal and equitable demands upon residents within the TERRITORY and the management thereof to accomplish compliance with the above referenced sections of Chapter 171, as amended from time to time. In exchange for undertaking the enforcement and regulation within the TERRITORY, LAKEMOOR shall keep any fees, fines and penalties imposed and collected resulting from such enforcement and regulation.
3. **Information Sharing.** To the extent permissible by law, LCHD and LAKEMOOR shall make their records relative to the TERRITORY available to the other Party to further LAKEMOOR’S enforcement and compliance efforts for TERRITORY.
4. **Cooperation of the Parties.** LCHD shall cooperate with LAKEMOOR in any efforts to bring enforcement action regarding Chapter 171 in the Circuit Court of Lake County by providing any and all requested documents or witnesses for hearings. Additionally, LCHD shall act as a resource for LAKEMOOR in guiding enforcement actions and in areas that have traditionally been reserved for enforcement by the IDPH and/or the county health departments.
5. **Indemnification.** LAKEMOOR agrees to indemnify and defend Lake County and LCHD (their employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from LAKEMOOR’s (its employees’, elected officials’, executives’, and agents’) actions, whether negligent, reckless, or intentional. Lake County shall provide notice to LAKEMOOR promptly of any such claim, suit, or proceeding, and will assist LAKEMOOR, at LAKEMOOR’s expense, in defending any such claim, suit, or proceeding.

LCHD agrees to indemnify and hold harmless LAKEMOOR for any damages, penalties, claims, injuries, suits, or casualties that may result from any willful or grossly negligent act or omission of LCHD, its agents, employees, officers, and assigns pertaining to the activities and obligations under this Agreement. LAKEMOOR shall provide notice to LCHD promptly of any such claim, suit, or proceeding, and will assist LCHD, at LCHD’s expense, in defending any such claim, suit, or proceeding.

These indemnification provisions shall survive the termination of this Agreement.

6. **Notice.** Any notice required to be given herein shall be in writing and delivered to the other Party in a manner where proof of service is demonstrable. This includes email, if an email address is provided below, and where such email is sent with a return receipt.

If to LCHD: Christopher Hoff
Executive Director
3010 Grand Avenue
Waukegan, IL 60085

If to LAKEMOOR: Todd Weihofen
Village Administrator
28581 Route 120
Lakemoor, IL 60051

7. **Insurance.** Each Party hereby agrees to maintain general liability and casualty insurance throughout the effective term of this Agreement.

8. **Amendment.** This Agreement constitutes the entire agreement of the Parties and supersedes any other oral or written agreement. Either party may propose an amendment to this Agreement, however, such amendments shall only be effective if in writing and only once both Parties have approved and signed such written amendment.

9. **Termination.** The Parties agree and acknowledge that the delegation of the enforcement jurisdiction set forth herein is unique and that subsequent enforcement actions taken by LAKEMOOR may require significant time and financial investment. As such, the Parties shall not seek to terminate this Agreement unless abuses of the enforcement power are documented, the terms of this Agreement are being breached and not cured, or by terms of law ("Termination Event"). Alternatively, either LCHD or LAKEMOOR may terminate this agreement by providing the other party at least thirty (30) days' written notice of their intent to terminate it. Upon termination, LCHD shall resume all enforcement action and remediation in the TERRITORY.

10. **Jurisdiction and Venue.** This Agreement shall be subject to the laws of the State of Illinois and enforceable in the 19th Circuit Court of Lake County, Illinois.

11. **Additional Enforcement and Control.** Nothing herein shall be construed to deny LCHD the right to take any enforcement actions in the TERRITORY on any matter for which the LCHD has statutory jurisdiction. The Parties acknowledge that such jurisdiction may change with future legislative action and agree to keep one another apprised of any changes to such enforcement authority conveyed or otherwise amended by a statute.

12. **Assignment.** LAKEMOOR shall not assign the delegation given to it under this Agreement and any purported assignment shall be void.

13. **Severability.** The provisions of this Agreement are severable. If any term, paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be held invalid or

unenforceable by a court of competent jurisdiction, the remainder of this Agreement, other than such term, paragraph, section, subdivision, sentence, clause, or phrase, shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.

14. **Counterparts.** The Parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

15. **Authority.** The Parties each represent that the below signatory has been authorized by their Board to execute this Agreement and make same binding upon each.

Accepted and approved on the dates set forth below.

VILLAGE OF LAKEMOOR

LAKE COUNTY

Dated this __ day of _____, 2025

Dated this __ day of _____, 2025

By: _____

Colin McIntyre, Interim President

By: _____

ATTEST:

ATTEST:
