

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
VILLAGE OF METTAWA
AND THE
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

THIS AGREEMENT entered into this 16th day of March, 2021, by and between the VILLAGE OF METTAWA, an Illinois municipal corporation of the State of Illinois (“Village”), and the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, a body politic and corporate in the Count of Lake, of the State of Illinois (“SMC”):

WITNESSETH:

WHEREAS, pursuant to the authority granted by 55 ILCS 5/5-1062, the SMC was organized and exists, being governed by a Board of Commissioners consisting of 6 municipal mayors or Village presidents and 6 county board members, legislatively designed to promote intergovernmental cooperation relating to stormwater management concerns and issues on a county-wide basis; and

WHEREAS, in accordance with, and after adoption of, a county-wide stormwater management plan, the SMC has prepared and approved rules and regulations for stormwater management relating to the development of private and public property, and establishing the minimum stormwater management rules and regulations county-wide, applicable to development within Lake County, Illinois, which are set forth in the approved and adopted Watershed Development Ordinance (“WDO”), as amended from time to time; and

WHEREAS, to administer and enforce the WDO minimum rules and regulations of county-wide application, within the 53 municipal jurisdictions in Lake County, as well as within the unincorporated areas of Lake County, the WDO includes community certification provisions, by which municipalities and the County of Lake can apply to the SMC to be certified to administer and enforce the WDO in either or both of two categories, (1) WDO general administration and enforcement, not including WDO wetland provisions, and (2) WDO general administration and enforcement, including WDO wetlands provisions; and

WHEREAS, the Village has adopted the WDO by reference, so that the WDO county-wide minimum stormwater management rules and regulations are in force and effect, and the Village has applied for and is certified by the SMC to administer and enforce the WDO generally, and

WHEREAS, in August, 2018, the SMC approved Village’s petition for re-certification of the Watershed Development Ordinance enforcement for Standard and Isolated Wetland Provisions, with the condition that the SMC and Village will continue to coordinate to resolve the non-compliant fill site at 14250 Old School Road in order to assure the development does not increase flood and drainage hazards to others, or create unstable conditions susceptible to erosion, and

WHEREAS, the SMC Adjudication process was unable to resolve the outstanding issues at the non-compliant fill site at 14250 Old School Road, and

WHEREAS, in accordance with and in furtherance of the Village's adoption of the WDO by reference and pursuant to 55 ILCS 5/5-1062(k), the Village and the SMC desire by this Intergovernmental Agreement to formalize the transfer of jurisdiction of enforcement from the Village to the SMC, to resolve the non-compliant fill site at 14250 Old School Road.

NOW, THEREFORE, it is hereby agreed to between the parties as follows:

Section 1. Authorization. The Village requests, and SMC agrees to, administer all enforcement actions related to non-compliance with the WDO, as adopted by the Village, at the fill site at 14250 Old School Road.

Section 2. Indemnification and Hold Harmless.

The Village shall indemnify and hold harmless the SMC, and/or any of its officers, employees, or agents, from and against any and all claims, demands, suits, actions, and/or damages, including attorneys' fees, that may arise out of the impact, application, and enforcement of the WDO that result in a judgment being entered against the SMC and/or against any of its respective officers, employees, or agents.

The foregoing indemnification and agreement to hold harmless shall not be applicable if such claims, demands, suits, action, injury, loss, and/or damage is caused directly by and/or arises out of the willful, wanton, and/or intentional conduct of officers, employees, and/or other agents of SMC which or who would otherwise be indemnified and held harmless pursuant to this Agreement.

Nothing contained in this Agreement is intended to constitute, nor shall constitute, a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.) with respect to claims against any Party by third parties.

These provisions shall survive any termination of this Agreement.

Section 3. Counterparts.

This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF the Lake County Stormwater Management Commission, by approval of the Board of Commissioners, caused this Agreement to be signed by its Executive Director, and the Village of Mettawa, by a resolution/ordinance duly adopted by its Board of Supervisors, caused this Agreement to be signed by its President and attested to by its County Clerk, all on the day and year hereinafter written.

VILLAGE OF METTAWA

By: _____

Casey Unlueker

Village President

Dated: _____

3/19/21

Attest:

Jandy Gallo

Village Clerk

LAKE COUNTY STORMWATER MANAGEMENT
COMMISSION

By: _____

Chairman

Dated: _____