



**STORMWATER MANAGEMENT COMMISSION**

**MEMORANDUM**

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**TO:** Stormwater Management Commission

**FROM:** Kelcey Traynoff, Regulatory Supervisor

**DATE:** November 22, 2021

**SUBJECT:** PB&D FIL50 IGA

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**ACTION REQUESTED: INFORMATIONAL ONLY**

Lake County's Planning, Building, and Development (PB&D) Department will be petitioning to become FIL50 certified. PB&D would like to enter into an Intergovernmental Agreement (IGA) with SMC to assist with permitting, development review, inspections, and management of FIL50 funds for all fee-in-lieu of on-site stormwater storage projects located within the unincorporated areas of Lake County.

At this time, staff is bringing the IGA to the Commission as an informational item only and will bring it back to a future meeting for approval.

The draft IGA is attached.

If you should have any questions regarding this item, please feel free to contact Kelcey Traynoff at 847-377-7711.

**INTERGOVERNMENTAL AGREEMENT FOR A  
FEE-IN-LIEU OF ON-SITE STORMWATER STORAGE PROGRAM BETWEEN THE  
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION AND THE LAKE  
COUNTY PLANNING, BUILDING AND DEVELOPMENT DEPARTMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Lake County Planning, Building and Development Department, a body politic and corporate hereinafter referred to as the "PBD", and the Lake County Stormwater Management Commission, a body politic and corporate hereinafter referred to as the "SMC". For purposes of this Agreement, unless the context clearly indicates a different intent, the term "PBD" shall mean and refer to the Planning, Building and Development Department and/or its officers, employees, and/or agents, and the term "SMC" shall likewise mean and refer to the Stormwater Management Commission and/or its officers, employees, and/or agents, and the term "parties" shall mean and refer to both the PBD and the SMC collectively, and the term "party" shall mean and refer to either the PBD or the SMC individually.

**WHEREAS**, both parties are governmental entities of the State of Illinois vested with the responsibility and authority to enforce the Fee-In-Lieu of On-Site Stormwater Storage requirements of the Lake County Watershed Development Ordinance; and

**WHEREAS**, both parties are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/5, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

**WHEREAS**, both parties provide site development review services, including development review and inspections for compliance with the Lake County Watershed Development Ordinance and related activities; and

**WHEREAS**, the PBD has determined that there presently exists a need for administering a fee-in-lieu of on-site stormwater storage program, including the management of the revenues and expenditures associated with fee-in-lieu of on-site stormwater storage projects; and

**WHEREAS**, in order to comply with the fee-in-lieu of on-site stormwater storage requirements of the Lake County Watershed Development Ordinance, the PBD seeks to utilize the SMC services providing personnel who can assist with the compliance of fee-in-lieu of on-site stormwater storage requirements; and

**WHEREAS**, the SMC is desirous to enter into this Agreement to provide services to the PBD on an as-needed basis, as requested, all as more fully set forth in this Agreement; and

**NOW THEREFORE**, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

## **Section I.**

The PBD agrees that:

1. For all fee-in-lieu of on-site stormwater storage projects located within the unincorporated areas of Lake County, the PBD will be responsible for permit intake and coordination of all plans and permit applications with the SMC.
2. Provide the SMC notice of pending fee-in-lieu of on-site stormwater storage projects within 24 hours of receiving permit application.
3. The PBD will be responsible for coordination with the applicant of all fee-in-lieu of on-site stormwater storage project review comments.

## **Section II.**

The SMC agrees that:

4. For all fee-in-lieu of on-site stormwater storage projects located within the unincorporated areas of Lake County, the SMC will assist with the permitting, development review, and inspections.
5. The SMC will maintain a fee-in-lieu of on-site stormwater storage fund and administer the revenues and expenditures as outlined in the Watershed Development Ordinance.
6. The SMC will complete all development review and inspections within the performance metrics outlined by the PBD and agreed upon by the SMC.
7. The SMC will provide staff members that are qualified to complete the accepted work. This includes staff having all necessary licenses, certifications and registrations.

## **Section III.**

Both Parties agree that:

8. Work requested of the PBD will only be located within the unincorporated areas of Lake County.
9. Permit fees associated with fee-in-lieu of on-site stormwater storage projects will be assessed by and paid to the SMC.

10. All notices to the PBD shall be sent to:

Eric Steffen  
Lake County Planning, Building and Development Department  
500 Winchester Road  
Suite 101  
Libertyville, IL 60048

- All notices to the SMC shall be sent to:

Kurt Woolford  
Lake County Stormwater Management Commission  
500 W. Winchester Road  
Suite 201  
Libertyville, IL 60048

11. This Agreement shall be in full force and effect upon execution by both Parties. The Agreement shall be valid for two (2) years from the date of the latest signature, with a two (2) year automatic renewal. Either party may terminate this Agreement for any reason upon sixty (60) days written notice.
12. Each party shall indemnify and hold harmless the other, including its departments, its agents, officials and employees from and against all injuries, losses, claims, suits, costs, expenses and judgments which may accrue against the parties or their departments as a consequence, or to have arisen out of, or in connection with any services provided by the either party and/or their departments. The foregoing indemnity shall apply except if such injury, loss, or damage is caused directly by the willful and wanton conduct of either party's agents, officials, or employees.
13. The foregoing constitutes the entire Agreement between the Parties, and no verbal statement shall supersede any of its provisions. This Agreement may be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.
14. 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 County of Lake, by a resolution duly adopted by the County Board of Lake County, causes this Agreement to be signed by its Chairman and its Department of Planning, Building and Development Director and attested to by its Clerk and the Stormwater Management Commission of Lake County causes this Agreement to be signed its Director and attested to by its Clerk all on the day and year hereinafter written.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COUNTY OF LAKE

By: \_\_\_\_\_  
Sandy Hart, Chair  
Lake County Board

By: \_\_\_\_\_  
Eric Waggoner, Director  
Lake County Planning, Building and  
Development Department

Attest:

\_\_\_\_\_  
County Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

COUNTY OF LAKE, STORMWATER MANAGEMENT COMMISSION

By: \_\_\_\_\_  
Donny Schmit, Chairman

Attest:

\_\_\_\_\_  
Kurt Woolford, Executive Director

Dated this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_.