

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
ORLAND PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO FOR AUTHORIZATION TO ADMINISTER THE
WATERSHED MANAGEMENT ORDINANCE

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") is entered into this July 25, 2014, by and between the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter the "District") and the Village of Orland Park, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (hereinafter the "Municipality").

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the "Act"); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act specifically authorizes the District to prescribe by ordinance reasonable rules and regulations for floodplain and stormwater management and for governing the location, width, course, and release rate of all stormwater runoff channels, streams, and basins in Cook County; and

WHEREAS, the Watershed Management Ordinance (hereinafter the "WMO"), attached hereto as Exhibit 1, was adopted by the District's Board of Commissioners on October 3, 2013, amended on April 17, 2014, and became effective on May 1, 2014; and

WHEREAS, the Municipality is located in its entirety or partially within the boundaries of Cook County; and

WHEREAS, pursuant to Article 14 of the WMO, the District may authorize municipalities to locally administer certain provisions of the WMO; and

WHEREAS, on April 22, 2014, the Municipality submitted a letter of intent to the District in which the Municipality expressed its desire to administer the WMO within the Municipality's corporate limits as an authorized municipality in conformance with the provisions of the WMO; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/1 *et seq.*, the Municipality has the authority to adopt the WMO by reference; and

- a. An Enforcement Officer;
- b. Professional Engineer(s) licensed by the State of Illinois (hereinafter "Professional Engineer"); and
- c. Wetland Specialist(s).

7. The District shall promptly notify the Municipality of any amendments to the WMO by the manner provided in Article 25 below. The Municipality shall adopt all amendments to the WMO by reference.

Article 3. Watershed Management Permits.

1. The Municipality shall review watershed management permit applications for development activities enumerated in Section 201.1 of the WMO, which are proposed within the Municipality's corporate limits. The Municipality shall use the watershed management permit applications, forms, numbering conventions, and schedules supplied by the District. The Municipality shall contact the District's Permit Unit to obtain a permit number for all new permits.
2. The Municipality shall not review a watershed management permit application for any development activity enumerated in Section 201.2 of the WMO. The Municipality shall forward any watershed management permit applications containing a proposed development activity enumerated in Section 201.2 to the District for the District's review and approval.
3. The Municipality shall not issue a watershed management permit for development activities within a combined sewer area as delineated on Exhibit 2.
4. The Municipality shall not issue a watershed management permit to itself. The Municipality shall obtain a watershed management permit from the District for any of its own projects that involve development activities enumerated in Sections 201.1 and 201.2 of the WMO.
5. The Municipality may establish a schedule of permit fees for watershed management permits in accordance with the provisions of the WMO, which may be amended from time to time. The Municipality shall notify the District promptly by letter of any change in established permit fees.
6. The Municipality shall timely review all watershed management permit applications and respond within:

- f. Floodproofing certificates;
 - g. Base flood data and base flood maps; and
 - h. Letters of Map Changes, including but not limited to, Conditional Letters of Map Revision, Letters of Map Revision, and Letters of Map Amendment.
2. The Municipality shall transmit a copy of all records specified in Article 4, Section 1 of this Agreement to the Permit Unit of the District within ten business days of receipt by the Municipality.
3. The District may conduct inspections to verify that the Municipality is properly maintaining records as required by this Article.

Article 5. Inspections.

1. The Municipality shall inspect construction related to any development activity within the Municipality that requires a watershed management permit. The Municipality shall ensure that any development within its corporate limits is constructed in conformance with the requirements of both the WMO and any issued watershed management permit.
2. The District may inspect any development subject to a watershed management permit within the Municipality to ensure compliance with both the watershed management permit and the WMO.
3. Any inspections performed pursuant to this Agreement shall be conducted in accordance with the WMO and all other applicable local, state, and federal laws.

Article 6. Training. The Municipality shall participate in training as conducted by the District or its designee.

Article 7. Stop-Work Orders.

1. The Municipality is authorized to issue an order requiring the suspension of construction of a development that is subject to the WMO.
2. A stop-work order shall:
 - a. Be in writing;
 - b. Indicate the reason for its issuance; and
 - c. Order the action, if any, necessary to resolve the circumstances requiring the stop-work order.

- a. Inspect and copy records kept by the Municipality related to the Municipality's administration of the WMO;
- b. Inspect and copy watershed management permits issued by the Municipality;
- c. Meet with staff of the Municipality, which may include the Enforcement Officer, Professional Engineer, and Wetland Specialist;
- d. Conduct field inspections of developments permitted by the Municipality;
- e. Request and copy financial records of the Municipality related to the Municipality's administration of the WMO;
- f. Verify that the Municipality complies with all requirements listed in Article 14, Section 1402.2 of the WMO;
- g. Verify that the Municipality does not violate any provision listed in Article 14, Section 1402.3 of the WMO; and
- h. Verify compliance with this Agreement.

2. The District shall promptly notify the Municipality in writing of any deficiency with respect to any provision of this Agreement or the WMO, which the Municipality must remedy within thirty (30) calendar days. In cases where a deficiency cannot be remedied within thirty (30) calendar days, the District may grant a time extension to the Municipality.

3. If the Municipality does not remedy the deficiency as required by Article 9, Section 2 of this Agreement, the District may either terminate or suspend this Agreement in accordance with Article 11 of this Agreement.

Article 10. Termination by the Municipality. The Municipality may, at its option, and upon giving a sixty (60) day written notice to the District in the manner provided in Article 26 below, terminate this Agreement.

Article 11. Suspension or Termination by the District.

1. The District may terminate this agreement, after providing written notice of any deficiency and a thirty (30) calendar day opportunity to cure in accordance with Article 9, Section 2 of this Agreement, for any of the following reasons:
 - a. Failure to comply with any provision of Section 1402.2 of the WMO;
 - b. Violation of any provision of Section 1402.3 of the WMO; or
 - c. Breach of this Agreement;

liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of, or are in any way related to any authority, duty, or obligation bestowed on the Municipality pursuant to this Agreement and/or the WMO; provided, however, that this indemnity is not, and will not be construed to be, a waiver by the Municipality of any immunity from tort liability to which the Municipality is entitled by law.

Article 16. Covenants, Representations, and Warranties of the Municipality. The Municipality covenants, represents, and warrants as follows:

- (1) The Municipality participates in the regular phase of the National Flood Insurance Program and is in full compliance with the program;
- (2) The Municipality has legal authority to perform all responsibilities of an authorized municipality required by the WMO and this Agreement;
- (3) The Municipality has legal authority to adopt the WMO and has adopted the WMO, including all amendments, by reference;
- (4) The Municipality has full authority to execute, deliver, and perform or cause to be performed this Agreement;
- (5) The individuals signing this Agreement and all other documents executed on behalf of the Municipality are duly authorized to sign same on behalf of and to bind the Municipality;
- (6) No conflict of interest exists for any engineer employed or retained by the Municipality to perform work or provide services related to, or arising out of, the Municipality's administration of the WMO.
- (7) The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Municipality or any instrument to which the Municipality is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. Covenants, Representations, and Warranties of the District. The District covenants, represents, and warrants as follows:

- (1) The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
- (2) The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District;

Article 22. Entire Agreement. This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 23. Amendments. This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

Article 24. References to Documents. All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

Article 25. Judicial and Administrative Remedies. The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

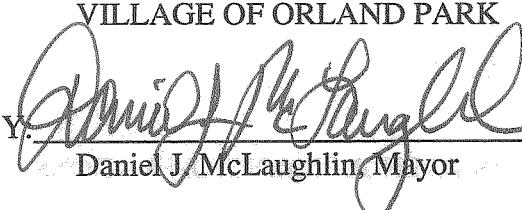
This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party.

The rights and remedies of the District or the Municipality shall be cumulative, and election by the District or the Municipality of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

Article 26. Notices. Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Orland Park, the parties hereto, have each caused this Agreement to be executed as of the date first above written by their duly authorized officers, duly attested and their seals hereunto affixed.

IN WITNESS WHEREOF, the Municipality has executed this Agreement on the
17th day of June, 2014.

VILLAGE OF ORLAND PARK
BY: 
Daniel J. McLaughlin, Mayor

ATTEST:


John C. Mehalek, Village Clerk