



# Memo

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TO: Mayor Manier and City Council  
FROM: Ed Andrews, Public Works Director  
DATE: June 1, 2018  
SUBJECT: Intergovernmental Agreement (IGA) with Washington Park District  
regarding Washington Park Pool

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The City of Washington and the Park District would look to consider establishing an Intergovernmental Agreement (IGA) to formally allow for the discharge of pool water to the storm sewer. Staff has spoken with the IEPA on this arrangement and it is permissible provided that the discharge water is tested for residual chlorine levels.

The City Attorney has reviewed the conditions of the City's NPDES permit and prepared the proposed Ordinance for an IGA allowing such. Provisions have been added to the agreement in the event of a non-conforming release, whereby any violation of the City's NPDES operating permit would be borne by the Park District. Staff at the Washington Park District are agreeable with the terms proposed.

This allowance would also allow for the separation of the domestic water feed from the pool meter and establishing a second water only account for the pool meter. Previously they only had the one meter and were being charged for water and sewer for all the water used.

This matter has been placed on the City Council meeting of Monday, June 4<sup>th</sup>, 2018 for review and approval under the ordinance adoption proceedings.

**ORDINANCE NO. \_\_\_\_\_**

Synopsis: The following ordinance would approve an agreement between the City of Washington, IL and Washington Park District providing for establishing a water-only meter and requirements for discharge of Washington Park Pool water.

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND WASHINGTON PARK DISTRICT**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:**

**Section 1.** That the agreement between the City of Washington and the Washington Park District providing for establishing a water-only meter and requirements for discharge of Washington Park Pool water, a copy of which is attached hereto as Exhibit 1, and by reference expressly made a part hereof, be, and the same is hereby approved.

**Section 2.** That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed, pursuant to the City's home rule powers, to enter into and execute said Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit 1, and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

**Section 3.** That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**Section 4.** That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT 1**

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
WASHINGTON PARK DISTRICT AND THE CITY OF WASHINGTON  
PROVIDING FOR ESTABLISHING A WATER-ONLY METER AND REQUIREMENTS FOR  
DISCHARGE OF WASHINGTON PARK POOL WATER**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the WASHINGTON PARK DISTRICT, a park district organized under the Park District Code of the State of Illinois (hereinafter referred to as the "Park District"), and the CITY OF WASHINGTON, an Illinois municipal corporation organized under the Illinois Municipal Code of the State of Illinois (hereinafter referred to as the "City"). As used herein, the Park District and the City are collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, based on a Sanitary Sewer Map of Devonshire Estates dated January 19, 1960, the City has understood that the facilities at the Park District's Washington Park Pool (the "Premises") discharged into the City's sanitary system;

**WHEREAS**, in connection with establishing separate water meters for the pool and the other facilities at the Premises, the City performed a dye test and confirmed that the facilities at the Premises discharge into the City's storm sewer system;

**WHEREAS**, because chemicals are used to treat the water in the pool at the Premises, it is necessary that the discharge of waste water from the pool at the Premises into the City's storm sewer system be in full compliance with the City's National Pollutant Discharge Elimination System Permit issued by the Illinois Environmental Protection Agency or future versions thereof (collectively, the "NPDES Permit"); and

**WHEREAS**, to permit continued use of the Premises without incurring substantial costs, the City is willing to permit the Park District to establish two separate meters, one for the pool at a water-only rate and a second for the other facilities at the Premises at a water and waste rate, on the terms and conditions set forth in this Agreement.

**WHEREAS**, the Park District and the City are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*; and

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to the powers conferred in Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act.

**NOW, THEREFORE**, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the parties agree as follows:

1. **Incorporation of Recitals.** The preambles set forth above are incorporated herein and made a part hereof.

2. **Separation of Metering.** The City agrees to permit the Park District to establish two separate water meters at the Premises. The first water meter shall meter the use of water in

the pool located on the Premises and shall be billed at the then-current, water-only rate. The second water meter shall meter all other facilities at the Premises and shall be billed at the then-current water and waste rate.

3. **Discharge from the Pool.** At least five (5) days prior to discharging any waste from the pool located at the Premises, the Park District must give written notice of the intent to discharge from the pool located on the Premises. The City shall thereafter have the right to test the chemical levels contained in the water sought to be discharged by the Park District. If the chemical levels in the water sought to be discharged could potentially cause a violation of the NPDES Permit, the Park District shall take such corrective measures to ensure that the discharge will not result in a violation of the NPDES Permit. The City shall have the right to retest the water sought to be discharged and direct corrective measures from the Park District until the water sought to be discharged will not result in a violation of the NPDES Permit. Only after receiving written authorization from the City shall the Park District discharge any water from the pool located on the Premises.

4. **Indemnification.** The Park District shall indemnify, defend and hold harmless the City from and against any and all penalties, costs, liabilities, losses, penalties, and other expenses (including reasonable attorney fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against the City arising from or related to violation of the City's NPDES Permit resulting from discharge of water from the pool at the Premises, including but not limited to any penalties or remedies sought to be enforced by the Illinois Environmental Protection Agency.

5. **Entire Agreement.** The provisions set forth herein represent the entire Agreement between the Parties and supersede any previous oral or written agreements, understandings or discussions as it is the intention of the Parties to provide for a complete integration with the terms of this Agreement. No provisions may be modified in any respect unless the modification is in writing, duly approved and signed by the Parties.

7. **Execution.** This Agreement shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.

8. **Assignment.** Neither Party shall assign, transfer or pledge this Agreement unless said assignment, transfer, or pledge is approved in advance in writing by the other Party.

9. **Venue.** This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Tenth Judicial Circuit, Tazewell County, Illinois.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have entered into this Intergovernmental Agreement  
as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WASHINGTON PARK DISTRICT

CITY OF WASHINGTON

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
City Clerk