

**INTERGOVERNMENTAL COOPERATIVE PLANNING AND JURISDICTIONAL
BOUNDARY LINE AGREEMENT BETWEEN THE VILLAGE OF ROMEOVILLE
AND THE VILLAGE OF LEMONT**

This Agreement made and entered into this _____ day of _____, 2017 by and between the VILLAGE OF ROMEOVILLE, Will County, Illinois, an Illinois Municipal Corporation (hereinafter sometimes referred to as “ROMEOVILLE”), and the VILLAGE OF LEMONT, Cook, DuPage and Will Counties, Illinois, an Illinois Municipal Corporation (hereinafter sometimes referred to as “LEMONT”), and both of which said parties are hereinafter sometimes referred to collectively as “The Municipalities” and individually as “Municipality”.

WITNESSETH:

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (Illinois Compiled Statutes, Chapter 65, Section 5/11-12-9), authorizes corporate authorities of municipalities to agree upon boundaries for the exercise of their representative jurisdictions within unincorporated territory that lies within one and one-half miles of the corporate limits of such municipalities; and,

WHEREAS, Section 10, Article VII, of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function in any manner not prohibited to them by law or ordinance; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities, and undertakings; and,

WHEREAS, the Municipalities are geographically located in close proximity to each other, and there is unincorporated territory between the Municipalities; and,

WHEREAS, developments under way or in various stages of planning are creating growth opportunities in and near the unincorporated territory lying between and near ROMEOVILLE and LEMONT; and

WHEREAS, ROMEOVILLE and LEMONT have determined that current plans and opportunities for development will be accompanied by significantly higher demands for governmental services, police services, utility services, transportation services, and other municipal services and financial commitments to meet the necessities of development; and,

WHEREAS, ROMEOVILLE and LEMONT have determined that the territory lying between their present municipal boundaries is a rapidly developing area in which problems related to utility service, traffic concerns, roadway capacities and maintenance, open space preservation, flood control, population density, ecological and economic impact, and multipurpose developments are ever-increasing both in number and complexity; and,

WHEREAS, ROMEOVILLE and LEMONT and their respective citizens are vitally affected by such concerns, and any attempt to solve them and provide for the welfare, prosperity, and employment of the inhabitants of the Municipalities will be benefited by the mutual action and intergovernmental cooperation with respect thereto; and,

WHEREAS, ROMEOVILLE and LEMONT have determined that there exists a need and desire to provide for logical municipal boundaries and areas of municipal authority between their respective communities in order to plan effectively for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and,

WHEREAS, ROMEOVILLE and LEMONT, after due investigation and consideration, have determined to enter into an agreement providing for the establishment of a boundary for

their respective jurisdictions in the unincorporated territory lying between and near their boundaries; and,

WHEREAS, ROMEOVILLE and LEMONT have determined that the observance of the boundary line in future annexations by the two municipalities will serve the best interest of the two communities; and,

WHEREAS, ROMEOVILLE and LEMONT have determined that in some instances it will be desirable and necessary for the power and authority conferred on one municipality to be exercised by another; and,

WHEREAS, ROMEOVILLE and LEMONT have each authorized, by Ordinance the execution of this Agreement as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under the Constitution and laws of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the further consideration of the recitals hereinabove set forth, it is hereby agreed between ROMEOVILLE and LEMONT pursuant to their constitutional, statutory, and other authority as follows:

1. **INCORPORATION OF PREAMBLE.**

ROMEOVILLE and LEMONT acknowledge that the statements made above in the recitals are true and correct and that such recitals are incorporated into this Agreement as if fully set forth in this paragraph one.

2. **BOUNDARY LINE.**

ROMEOVILLE and LEMONT agree that in the unincorporated area lying between and near the two municipalities, the boundary line for annexation, governmental

planning, subdivision control, facilities planning, zoning, official map, ordinances, resolution and other municipal acts and purposes shall be as is depicted on the map attached hereto as **EXHIBIT A**. **EXHIBIT A** will be referred to in this Agreement as the “Boundary Map”.

3. **JURISDICTION.**

(a) With respect to property located within the area assigned (as depicted on **EXHIBIT A**) to LEMONT, ROMEOVILLE agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any planning control, subdivision control, facilities planning control, zoning ordinance, official map, ordinances, resolutions or other municipal authority, except as may be hereinafter provided in this Agreement.

(b) With respect to property located within the area assigned (as depicted on **EXHIBIT A**) to ROMEOVILLE, LEMONT agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any planning control, subdivision control, facilities planning control, zoning ordinance, official map, ordinances, resolutions or other municipal authority, except as may be hereinafter provided in this Agreement.

4. **SUBDIVISION CONTROLS.**

In the event that either municipality’s subdivision control authority cannot be exercised within its designated area because the municipality is not located within one and one-half miles of a proposed subdivision, and if the other municipality is located within one and one-half miles of that subdivision, then, in those events, the municipality located within one and one-half miles of a proposed subdivision hereby transfers its subdivision control authority to the other municipality pursuant to Section 10, Article VII, of the Constitution of the State of Illinois of

1970. In the event that any court of law shall find that the transfer of subdivision control power between units of local government is prohibited or not permitted by law, then, if either municipality cannot exercise its subdivision control within its designated area because it is not located within one and one-half miles of a proposed subdivision, and if the other municipality is located within one and one-half miles of the subdivision, then the latter municipality shall exercise subdivision control notwithstanding the boundaries established by this Agreement. For the purposes of this Agreement the term “subdivision” shall include subdivisions of land as defined by applicable law and ordinance and other developments or uses of land which are made subject to either municipality’s subdivision regulations by law or ordinance.

5. **THIRD PARTY ANNEXATIONS.**

Upon a third party’s attempt to effectuate a voluntary or involuntary annexation to have territory annexed to either municipality which annexation would have the effect of changing the boundaries established under this Agreement, each municipality may consider such annexation and not oppose such annexation only where a mutual agreement between the municipalities in the form of a written amendment to this Agreement as provided in Section 12 is reached. Where a mutual written agreement is not reached, each municipality shall actively oppose any attempt to effectuate any voluntary or involuntary annexation and shall not annex any territory which would have the effect of changing the boundaries established under this Agreement.

6. **STATUTORY OBJECTIONS.**

This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezonings, special use permits or other land use proposals that have been presented to the corporate authorities of Cook, DuPage

or Will County and that are within one and one-half miles of either municipality's corporate limits.

In the event that either municipality's authority to assert a statutory objection to proposed rezonings, special use permits or other land use proposals cannot be exercised within its designated area because the municipality is not located within one and one-half miles of the subject property, and if the other municipality is located within one and one-half miles of said property, then, in those events, the municipality located within one and one-half miles of said property hereby transfers its authority to the other municipality pursuant to Section 10, Article VII of the Constitution of the State of Illinois in 1970. In the event that any court of law shall find that the transfer of authority is prohibited by law, then, if either municipality cannot exercise its authority within its designated area because it is not located within one and one-half miles of said property, and if the other municipality is located within one and one-half miles of said property, then the later municipality shall exercise its authority notwithstanding the boundaries established by this Agreement.

7. **ANNEXATION OF ROADWAYS.**

(a) If the boundary line depicted on **EXHIBIT A** is located on a roadway, the boundary line shall be deemed, except as otherwise provided herein, to be located on the center line of the roadway if the roadway is not located within the corporate limits of either municipality as of the date of this Agreement. For territory that has been annexed by either municipality prior to the date of this Agreement, then the roadway shall be deemed to be located within the municipality to which the roadway has been annexed either by ordinance or by operation of state law (Illinois Compiled Statutes, Ch. 65, Section 5/7-1-1). For unincorporated territory that is located on either side of the boundary line and that will be annexed to the

designated municipality in the future, the roadway shall be deemed to be located within the municipality that first annexes its respective territory adjacent to the roadway. The boundary line set by this Agreement shall be deemed to have been amended accordingly without further action by either municipality.

(b) Each municipality agrees that with respect to any roadways that are or are deemed to be located within that municipality's territory pursuant to this Agreement, that municipality shall, to the extent it has jurisdiction to do so, authorize the reasonable use of the right-of-way of such roadway including ingress and egress, access and curb cuts, and grant non-exclusive easements for the installation by the other municipality or its utility service provider of water, sanitary sewer, storm sewer and other utility service facilities, and appurtenant public improvements. Each municipality agrees that it may assign its non-exclusive easement rights to any other unit of local government or a utility service provider, that may provide water, sanitary sewer, or storm sewer service to territory within the easement grantee's territory designated under this Agreement. Each municipality further recognizes the need to notify the other of any planned or proposed street extensions to common roadways. Each municipality will use its best efforts to agree on the location of any proposed intersection along the boundary line prior to authorizing or initiating any public improvements.

(c) Each municipality shall require that prior to authorizing the reasonable use of roadway right-of-way described in paragraph (b) above, the entity performing the proposed work shall be bonded and insured in accordance with the authorizing municipalities' applicable requirements, ordinances and/or regulations.

(d) The parties recognize the practical problems of providing required municipal services for roadways that are located on the boundary line. To that end, the parties

agree that further cooperative agreements shall be developed to provide for police and other municipal services, including capital improvements, to roadways that are located on the boundary line.

8. **FACILITIES PLANNING AREA MODIFICATIONS.**

(a) ROMEOVILLE shall not object to or otherwise contest a request to amend the LEMONT Facilities Planning Area to add territory within LEMONT'S designated area as depicted in **EXHIBIT A.**

(b) LEMONT shall not object to or otherwise contest a request to amend the ROMEOVILLE Facilities Planning Area to add territory within ROMEOVILLE'S designated area as depicted in **EXHIBIT A.**

8A. **LEMONT POTABLE WATER SERVICE TO FUTURE ROMEOVILLE ANNEXED TERRITORY.**

(a) LEMONT and ROMEOVILLE acknowledge that at the present time, a portion of the territory that ROMEOVILLE is permitted to annex as depicted on **EXHIBIT A.** consisting generally of such territory located to the east of New Avenue, is not presently served by the ROMEOVILLE potable water utility system (the "ROMEOVILLE East Side"). LEMONT represents that its potable water utility system possesses capacity capable of providing potable water service to the ROMEOVILLE East Side, subject to the extension of appropriate lines and mains connecting the ROMEOVILLE East Side to the LEMONT potable water utility system.

(b) Upon written request from ROMEOVILLE, LEMONT agrees that it shall provide potable water service from its potable water utility system to the ROMEOVILLE East Side to serve the future annexation and development of the ROMEOVILLE East Side within

ROMEDEVILLE, and that ROMEDEVILLE (or developers of the ROMEDEVILLE East Side acting with due authorization from ROMEDEVILLE) shall be permitted to connect and extend water mains for this purpose to the existing nearest terminus of LEMONT'S potable water utility system, as depicted in **EXHIBIT B** hereto. LEMONT shall grant ROMEDEVILLE the right to use its existing easements or rights of way for such purpose.

(c)1 ROMEDEVILLE, or such developers of the Romeoville East Side as may from time to time have been duly authorized by ROMEDEVILLE, shall bear all cost and expense of designing and constructing all such water mains, lines and other necessary appurtenances (including but not limited to the acquisition of necessary easements from third parties) as may be required in order to connect to the existing nearest terminus of LEMONT'S potable water utility system, as depicted in **EXHIBIT B** hereto to provide potable water service to the ROMEDEVILLE East Side.

(c)2 All such design and construction shall comply with the applicable ordinances of LEMONT, and shall be subject to the review and approval of LEMONT. Further, prior to the obligation upon LEMONT to supply potable water to the area depicted in **EXHIBIT B**, LEMONT shall determine, in its sole discretion, the need and standards for the installation of the water mains, lines, water towers, storage tanks, wells, pumps and other necessary appurtenances. If such needs and standards cannot or will not be met by ROMEDEVILLE or a developer, LEMONT shall have no obligation under this SECTION 8A to provide water to that area, and the remaining terms of this agreement shall remain in full force and effect. Upon completion of such water mains, lines, water towers, storage tanks, wells, pumps and other necessary appurtenances from time to time, ROMEDEVILLE, or such developers of the Romeoville East Side as may from time to time have been duly authorized by ROMEDEVILLE,

shall cause the same to be dedicated to LEMONT as public improvements of LEMONT, and the same shall thereafter be owned and operated by LEMONT as part of its potable water utility system.

(c)3 Prior to the acceptance of any system, ROMEOVILLE or such developers as the case may be, shall provide a letter of credit in the amount of 10% of the total cost of the construction to be held by LEMONT for the purposes of maintenance of the new system. This letter of credit shall be in full force and effect for a period of two years, which shall be extended for an additional period of two years subsequent to each and every repair or replacement that has been implemented during the term or extended term of the letter of credit. Further, all warranties shall be transferred to LEMONT upon its acceptance of the system. (d) All users

ultimately connected to the water mains and lines extended and dedicated as contemplated by Section 8A(c) hereof shall be potable water customers of LEMONT, and subject to the applicable ordinances of LEMONT pertaining to the connection to and use of the LEMONT potable water utility system, and shall pay such charges and rates as LEMONT shall establish from time to time by ordinance. ROMEOVILLE and LEMONT acknowledge that the rates and charges applicable to potable water users within the ROMEOVILLE East Side may be different from and may exceed the rates and charges applicable to similarly situated potable water users within LEMONT, but further agree that in all cases, the ordinances, charges and rates applicable to potable water users in the ROMEOVILLE East Side shall be the same as the ordinances, charges and rates applicable to similarly situated potable water customers of LEMONT that are not located within the corporate limits of LEMONT.

(e) LEMONT and ROMEOVILLE acknowledge that LEMONT'S obligation to provide potable water service to the ROMEOVILLE East Side shall be limited to the obligation to provide an amount of potable water service that satisfies the following criteria:

(1) Providing adequate fire protection for a 30 foot clear height building containing Class IV commodities in accordance with NFPA standards, which shall at all times be at least a residual pressure of 41 p.s.i. at a minimum flow of 3,000 gallons per minute at an elevation of 715 feet above sea level; and

(2) Providing adequate potable water service of at least 1.0 million gallons per day with a residual pressure of 35 p.s.i. at the elevation of 715 feet above sea level.

(f) ROMEOVILLE further acknowledges that this Agreement intentionally has made no reference to the provision of sanitary sewer service to the ROMEOVILLE East Side, and that nothing in this Agreement shall be deemed to create or imply any obligation of LEMONT whatsoever relative thereto, it being understood that LEMONT has no such obligation.

(g) If for any reason, in the sole discretion and judgment of LEMONT, there is a determination by LEMONT that its water system does not have capacity to serve some or all of the area depicted in **EXHIBIT B**, then LEMONT shall have no obligation under this SECTION 8A to provide water to that area and the remaining terms of this agreement shall remain in full force and effect.

9. **WAIVER OF ANNEXATION AND DISCONNECTION CHALLENGES.**

(a) Each municipality agrees that it waives any right to challenge or otherwise contest the validity of any annexation the other municipality has effected, is effecting, or will effect in the future for territory located within the other municipality's designated area as

depicted in EXHIBIT A. This waiver includes but is not limited to annexation proceedings initiated by petition, ordinance or publication made by owners of record, electors, municipalities or their respective agents or representatives. The parties further agree not to make any request, formal or informal, to any third party for that third party to challenge the validity of the other municipality's past, current, or future annexations within the other municipality's designated area.

(b) Each Municipality agrees that it waives any right to challenge or otherwise contest the validity of any disconnection the other municipality may effect in the future for territory located within the other municipality's designated area as depicted on EXHIBIT A. This waiver includes but is not limited to disconnection proceedings initiated by petition, ordinance or publication made by owners of record, electors, municipalities or their respective agents or representatives. The parties further agree not to make any request, formal or informal, to any third party for that third party to challenge the validity of the other municipality's past, current or future disconnections within the other municipality's designated area.

10. LAND PLANNING.

The parties agree to direct their respective professional planning staffs to meet and confer about land use and development so as to promote and control economic and land development that favors both parties. Nothing in this paragraph shall require both parties to agree to any specific type of land use or development within that area as depicted on EXHIBIT A, but the parties are to use their best efforts to keep each other informed of land use and development plans in that area.

11. EFFECT OF AGREEMENT ON OTHER MUNICIPALITIES.

This Agreement shall be binding upon and shall apply only to the legal relationship between ROMEOVILLE and LEMONT. Nothing herein shall be used or construed to affect, support, bind, or invalidate the boundary claims of either ROMEOVILLE or LEMONT insofar as such may affect any municipality which is not a party to this Agreement.

12. **AMENDMENT OF AGREEMENT.**

Neither ROMEOVILLE nor LEMONT shall directly challenge or seek any amendments or modifications of this Agreement intended to have this Agreement declared null, void or invalid, and this Agreement shall remain in full force and effect until amended or changed by the mutual written agreement of the corporate authorities of both municipalities.

13. **DURATION OF AGREEMENT.**

This Agreement shall be in full force and effect for a period of 20 years from the date hereof. The term stated herein may be extended, renewed, or revised at the end of the initial or extended term thereof by the mutual agreement of the corporate authorities of both municipalities.

14. **REPRESENTATIONS BY THE PARTIES.**

The parties represent, warrant, and agree to and with each other that each is a duly organized and existing municipal corporation under Illinois Law, has taken all necessary corporate and legal action to authorize the execution, delivery, and performance on their part of this Agreement, and that the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts, or agreements to which it is a party or to which it is subject. The parties shall deliver to each other certified copies of all resolutions or ordinance authorizing the execution and performance of this Agreement.

15. **FAILURE TO ENFORCE.**

The failure of any party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

16. **ENFORCEMENT.**

This Agreement shall be enforceable through any appropriate action at law or in equity, including but not limited to mandamus and actions for specific performance. The parties shall bear their own expenses related to the enforcement of this Agreement.

17. **NOTICES.**

Any notice required by this Agreement shall be in writing and shall be served by personal delivery on the Municipal Clerk and Chief Administrative Officer of the receiving party. In lieu of personal service, required notices may be served by certified mail, return receipt requested, addressed to the Municipal Clerk and Chief Administrative Officer of the receiving party. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

18. **RESERVATION OF RIGHTS.**

Nothing in this Agreement is intended to confer a benefit or right of enforcement upon any third party. Further, both municipalities specifically reserve all rights, privileges, and immunities conferred upon them by law.

19. **AGENCY.**

Neither party is an agent of the other party and neither shall incur any costs or expenses on behalf of the other.

20. **COMPLETE AGREEMENT.**

This Agreement sets forth the complete understanding between ROMEOVILLE and LEMONT relating to the terms hereof and any amendment hereto to be effective must be in writing and duly authorized and signed by both parties.

21. **SEVERABILITY.**

If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.

22. **REPEALER.**

All agreements or parts thereof in conflict with the terms of this Agreement are hereby repealed and of no further force and effect to the extent of such conflict.

23. **PUBLICATION AND RECORDING.**

This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be certified as to adoption by the Municipal Clerk of each municipality, made available in the office of each Municipal Clerk, published by the representative municipalities and recorded or filed with the Will, Cook, and DuPage County Recorders and others as their interests may appear.

24. **ADOPTION OF ORDINANCES.**

The parties agree that this Agreement shall be adopted by Ordinance approved by the corporate authorities of each municipality.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers thereunto duly authorized and

their respective corporate seals to be hereunto affixed and attested by their respective officers having custody thereof the day and year first above written.

VILLAGE OF ROMEOVILLE
Will County, Illinois, an
Illinois Municipal Corporation

ATTEST: (Seal)

By: _____
Village President

Village Clerk

VILLAGE OF LEMONT
Cook, DuPage and Will Counties, Illinois, an
Illinois Municipal Corporation

ATTEST: (Seal)

By: _____
Village President

Village Clerk

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John D. Noak, personally known to me to be the President of the Village of Romeoville, and Dr. Bernice Holloway, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2017.

Commission expires_____

Notary Public

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Brian K. Reaves, personally known to me to be the President of the VILLAGE of LEMONT, and Charlene Smollen, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2017.

Commission expires _____

Notary Public

EXHIBIT A

BOUNDARY MAP

EXHIBIT B