

## **INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the VILLAGE OF ROMEOVILLE, Will County, Illinois (“Romeoville”) and the VILLAGE OF WOODRIDGE, DuPage, Will and Cook Counties, Illinois (“Woodridge”).

### **W I T N E S S E T H:**

**WHEREAS**, Romeoville and Woodridge are “units of local government” as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970 and are home rule units of government pursuant to Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, (5 ILCS 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**, 65 ILCS 5/11-12-9 authorizes the corporate authorities of municipalities that have adopted official plans to agree upon boundaries for the exercise of their respective jurisdictions within unincorporated territory that lies within one and one-half miles of the boundaries of such municipalities; and,

**WHEREAS**, unincorporated territory lies within one and one-half miles of the boundaries of Romeoville and Woodridge; and,

**WHEREAS**, Romeoville and Woodridge have adopted official plans making recommendations with respect to the development of that unincorporated territory; and,

**WHEREAS**, Romeoville and Woodridge recognize that the territory lying between their present municipal boundaries is an area in which problems related to open space preservation, flood control, population density, provision of public services, ecological and economic impact and multi-purpose developments are increasing in number and complexity; and,

**WHEREAS**, Romeoville and Woodridge and their respective citizens are vitally affected by said problems, and efforts to solve them and provide for the public health, safety and welfare and prosperity of the inhabitants of said municipalities will be enhanced by mutual action and intergovernmental cooperation; and,

**WHEREAS**, Romeoville and Woodridge recognize the need and desirability to provide for logical future municipal boundaries and areas of municipal authority between their respective corporate limits in order to plan effectively and efficiently for growth management and potential development between their communities and the conservation of the available resources for all of their respective citizens; and,

**WHEREAS**, Romeoville and Woodridge, 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 Woodridge have determined that the observance of the boundary line in future annexations by either municipality will serve the best interests of both communities; and,

**WHEREAS**, Romeoville and Woodridge 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 the other; and,

**WHEREAS**, in arriving at this Agreement, Romeoville and Woodridge have given consideration to the natural flow of stormwater drainage and, when practical, have included all of a single tract of land having common ownership within the jurisdiction of only one municipality; and,

**WHEREAS**, Romeoville and Woodridge have authorized, by ordinance, the execution of this Agreement as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, and their authority to enter into jurisdictional boundary agreements pursuant to 65 ILCS 5/11-12-9.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate, Romeoville and Woodridge agree as follows:

**Section 1. Incorporation of Recitals.** The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

**Section 2. Jurisdictional Boundary Line.** The boundary line between Romeoville and Woodridge for the purpose of establishing their respective jurisdictions for land use planning, official map purposes, zoning, subdivision control and annexation of unincorporated territory, and other municipal purposes, all as hereinafter provided, shall be as depicted upon the map attached

hereto as **Exhibit "A"** and made a part hereof and as legally described on **Exhibit "B"** attached hereto and made a part hereof.

That portion of the unincorporated territory lying south of said boundary line shall be within the Romeoville jurisdictional area ("Romeoville Jurisdictional Area") as shown on **Exhibit "A"**. The Romeoville Jurisdictional Area, together with all territory located within the corporate limits of Romeoville from time to time, shall be within the Romeoville territory ("Romeoville Territory"). That portion of the unincorporated territory lying north of said boundary line shall be within the Woodridge jurisdictional area ("Woodridge Jurisdictional Area") as shown on **Exhibit "A"**. The Woodridge Jurisdictional Area, together with all territory located within the corporate limits of Woodridge from time to time, shall be within the Woodridge territory ("Woodridge Territory").

To the extent that there is any conflict between the map and legal description (as set forth in **Exhibit "B"**), the legal description shall control.

**Section 3. Exercise of Authority.** Romeoville agrees that it shall not exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, official map jurisdiction, zoning authority or subdivision control authority within the Woodridge Jurisdictional Area.

Woodridge agrees that it shall not exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, official map jurisdiction, zoning authority or subdivision control authority within the Romeoville Jurisdictional Area.

**Section 4. Subdivision Control.** In the event that either municipality's subdivision control authority cannot be exercised within its Jurisdictional Area as established by this Agreement for any reason, including but not limited to that municipality not being located within one and one-half (1½) miles of a proposed subdivision, and if the other municipality is located within one and

one-half (1½) miles of said subdivision, then, in that event, each municipality hereby transfers its subdivision control authority to the other municipality pursuant to Section 10, Article VII of the Constitution of Illinois of 1970, in order that this subdivision control authority can be effected within the Jurisdictional Area of the appropriate municipality as defined herein. In the event that any court of law shall find that the transfer of subdivision control authority between units of local government is prohibited by law, then, if either municipality cannot exercise its subdivision control authority within its Jurisdictional Area because it is not located within one and one-half (1½) miles of said subdivision, and if the other municipality is located within one and one-half (1½) miles of said subdivision, then the other municipality shall exercise subdivision control authority notwithstanding the boundaries established by this Agreement, in such manner, upon consideration of the advice of the former municipality, that is as close as legally possible under the latter municipality's subdivision control ordinance, to the former municipality's subdivision control ordinance.

**Section 5. Statutory Zoning Objections.** This Agreement shall not be construed to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezonings within one and one-half (1½) miles of its corporate limits.

**Section 6. Annexation.** Both Romeoville and Woodridge acknowledge that it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The boundary line established pursuant to this Agreement was carefully studied and considered with respect to those matters heretofore set out in the recitals to this Agreement. Therefore, each municipality agrees not to annex any territory which is located in the other municipality's Territory.

Romeoville and Woodridge also agree to take all reasonable and appropriate actions to oppose any involuntary or court-controlled annexation proceedings that propose to annex territory within either municipality's Territory in a manner inconsistent with this Agreement.

In addition, Romeoville and Woodridge each hereby agree 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 Territory. Romeoville and Woodridge further agree not to make any requests, 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 Territory, or to disconnect from the other municipality.

**Section 7. Utilities.** Romeoville and Woodridge agree not to extend, construct or maintain utilities within the other municipality's Territory without the express written consent of the other municipality.

Notwithstanding the above, upon request from Romeoville, Woodridge agrees to provide water capacity, according to the Water Services Agreement process established herein and pursuant to Woodridge's capacity rights agreement with Illinois-American Water Company ("IAWC") dated August 21, 2003, as amended on August 11, 2011 (the "Capacity Rights Agreement"), to allow water service to the properties within Romeoville's Territory that are identified on **Exhibit "C"** attached hereto and made a part hereof. Such water service shall not exceed a cumulative total of 46,000 gallons per day and shall be at such prices and upon such terms as are then in effect and generally applicable to water service to properties outside the corporate limits of Woodridge (other than any requirement of annexing to Woodridge). Any prospective IAWC – Santa Fe System water customer within Romeoville's Territory identified in **Exhibit "C"**

shall enter into a mutually acceptable water services agreement with Woodridge (each, a “Water Services Agreement”) as a condition of Woodridge providing such prospective water customer with water capacity pursuant to the Capacity Rights Agreement. Woodridge and Romeoville acknowledge that Woodridge has no obligation under this Agreement to construct or provide any water mains or lines not in existence as of the date of this Agreement in connection with its provision of water capacity under this section. Upon request from Woodridge, Romeoville agrees to provide sanitary sewer treatment capacity to the properties within Woodridge's Territory that are identified on **Exhibit "D"**, attached hereto and made a part hereof. Romeoville and Woodridge acknowledge that Romeoville has no obligation under this Agreement to construct or provide any sanitary sewer mains or lines not in existence as of the date of this Agreement in connection with its provision of sanitary sewer treatment capacity pursuant to the preceding sentence. Such sanitary sewer treatment capacity services shall not exceed a cumulative total of 50 population equivalents and shall be at such prices and upon such terms as are then in effect and generally applicable to sewer service to properties outside the corporate limits of Romeoville (other than any requirement of annexing to Romeoville). Neither municipality will object to a request to amend the sanitary facilities planning area for property located in the other municipality’s Territory.

**Section 8. Comprehensive Plan.** With respect to Romeoville Territory which abuts the boundary line (after excluding any road right-of-way) as shown on **Exhibit "A"**, Romeoville shall give thirty (30) days written notice to Woodridge prior to approval of any amendment to the Romeoville Zoning Ordinance, approval of any annexation agreement, or approval of any amendment to the Romeoville official comprehensive plan, or approval of such other action which

commits Romeoville to a land use within such Territory which substantially deviates from the Romeoville official comprehensive plan.

With respect to Woodridge Territory which abuts the boundary line (after excluding any road right-of-way) as shown on **Exhibit "A"**, Woodridge shall give thirty (30) days written notice to Romeoville prior to approval of any amendment to the Woodridge Zoning Ordinance, approval of any annexation agreement, or approval of any amendment to the Woodridge official comprehensive plan, or approval of such other action which commits Woodridge to a land use within such Territory which substantially deviates from the Woodridge official comprehensive plan.

Upon written request of the municipality so notified, that municipality shall be given reasonable opportunity to review any such proposal and be heard on any such proposal by the corporate authorities of the municipality giving such notice, prior to any final action thereon.

**Section 9. Roadway Matters.** It is the intent of the parties for Romeoville to ultimately have jurisdiction over and responsibility for that part of Bluff Road located between Joliet Road and a line which is perpendicular to the eastern property line of the property commonly known as 1001 Bluff Road, such part of Bluff Road being identified as “Romeoville Street Jurisdiction” in **Exhibit “A”**, provided, however, that nothing in this Agreement shall obligate Romeoville to construct any particular improvements to Bluff Road or any part thereof at any particular point in time, nor shall anything in this Agreement obligate Woodridge to construct any improvements to Bluff Road or any part thereof at any time.

Toward that end, to the extent that any territory adjacent to and north of the Romeoville Street Jurisdiction, such properties being identified as “Adjacent Bluff Road Properties” in Exhibit “A”, is presently or hereinafter annexed into Woodridge, the parties will promptly take such action



as is necessary to exclude the Romeoville Street Jurisdiction right of way from Woodridge and annex such area to Romeoville pursuant to 65 ILCS 5/7-1-25.

Romeoville and Woodridge shall maintain communication with each other concerning the annexation and development of territory adjacent to the Romeoville Street Jurisdiction, and shall use their best efforts to cooperate in the design and development of curb cuts and intersection access to the Romeoville Street Jurisdiction; provided, however, that Romeoville shall retain the sole jurisdiction to review and approve all proposed curb cuts and intersection access to the Romeoville Street Jurisdiction from any territory adjacent thereto, subject to the conditions of this paragraph. Romeoville shall not unreasonably withhold approval of any curb cut access from properties along the Romeoville Street Jurisdiction. Withholding approval of such access shall be deemed to be unreasonable if Woodridge or the property owner provides a traffic study prepared by a traffic consultant and the proposed curb cut(s) meet the requirements of said traffic study. Notwithstanding the foregoing or anything else herein to the contrary, Woodridge acknowledges that Romeoville shall have the right hereunder to reasonably condition its approval of any curb cuts or access sought to the Romeoville Street Jurisdiction in connection with any nonresidential development of property to the north of the Romeoville Street Jurisdiction upon (i) the payment of a fee to Romeoville in an amount equal to Two Thousand, Five Hundred Dollars (\$2,500 per curb cut along the Romeoville Street jurisdiction, and (ii) to the extent that such a dedication has not been made as of the date of this Agreement, the dedication for public roadway and utility right of way of a maximum of thirty-three feet (33'), as measured from the existing centerline of asphalt pavement of the Romeoville Street Jurisdiction, which roadway right of way shall be excluded by Woodridge and annexed to Romeoville for properties within the Romeoville Street Jurisdiction Area indicated in **Exhibit "A"**.

The Parties agree that no existing unimproved right of way depicted on Exhibit "A" shall be improved as a through street connecting Bluff Road right of way and the Katherine's Crossing right of way.

**Section 10. General Implementation.** The parties hereto agree to cooperate to the fullest extent possible and take all steps reasonably practicable, to achieve any appropriate modification of the postal service boundary, the NIPC and Illinois EPA Facilities Planning Area, the local access telephone service area code, and the Emergency 911 telephone service area, to conform to the boundary defined under this Agreement. To the extent necessary, the parties shall amend their respective zoning ordinances and official zoning maps to the maximum extent possible to reflect the terms set forth in this Agreement.

**Section 11. Binding Effect.** This Agreement shall be binding upon and shall apply only to the legal relationship between Romeoville and Woodridge. Nothing herein shall be used or construed to affect, support, bind or invalidate the boundary any claims of either Romeoville and/or Woodridge insofar as such claims shall affect any municipality which is not a party to this Agreement.

**Section 12. Amendment.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto. Neither Romeoville nor Woodridge shall directly or indirectly seek any modification of this Agreement through court action and this Agreement shall remain in full force and effect during the term hereinafter set forth until amended or changed in writing by the mutual agreement of both Romeoville and Woodridge.

**Section 13. Partial Invalidity.** If any provision 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 deemed to be severable.

**Section 14. Notice and Service.** Any notice hereunder from either party hereto to the other party shall be in writing and shall be served by registered or certified mail, postage prepaid, return receipt requested addressed as follows:

To Romeoville:

Village of Romeoville  
1050 W. Romeo Road  
Romeoville, IL 60446  
Attn: Village Manager

To Woodridge:

Village of Woodridge  
Five Plaza Drive  
Woodridge, IL 60517  
Attn: Village Administrator

or to such persons or entities and at such addresses as either party may from time to time designate by notice to the other party. Notice shall be deemed received on the third business day following deposit in the U.S. Mail in accordance with this Section.

**Section 15. Term.** This Agreement shall be in full force and effect for a period of twenty (20) years from and after the date hereof. The term of this Agreement may be extended, renewed or revised at the end of this initial term or any extended term thereof by further agreement of Romeoville and Woodridge.

**Section 16. Remedies.** In the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus, or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement. However, neither party may exercise the right bring such action without first providing written notice to the other party of the breach or alleged breach, and allowing a period of fifteen (15) days (the "Cure Period") for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot reasonably be cured within the Cure Period notwithstanding diligent and continuous effort by the party receiving notice, the Cure Period shall be extended for

such period as may be reasonably necessary for curing such violation or failure with diligence and continuity.

**Section 17. Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

**Section 18. Changes in Laws.** Unless explicitly provided in this Agreement, any reference to laws, ordinances, rules or regulations shall include such laws, ordinances, rules or regulations as they may be amended or modified from time to time.

**Section 19. Headings.** The headings of the sections of this Agreement are for convenience and reference only, and in no way define, extend, limit or describe the scope or intent of this Agreement, or the intent of any provision hereof.

**Section 20. Litigation Against the Parties.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government (or any sub-unit thereof), arbitrator or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise comply with, this Agreement, the party against whom the lawsuit or proceeding is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party, and shall thereafter keep the other party fully informed concerning all aspects of such lawsuit or proceeding. Such other party may, but is not required to, join in such litigation in support of the other party in the manner and to the extent provided by law.

**Section 21. Time of Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**Section 22. No Third-Party Beneficiaries.** Nothing in this Agreement shall create, or be construed to create, any third-party beneficiary rights in any person or entity not a signatory to this Agreement.

**Section 23. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

**Section 24. Execution of Agreement, Recordation.** Each municipality shall authorize the execution of this Agreement by an ordinance duly passed and approved. Certified copies of such ordinances and of this Agreement shall be recorded with the Recorder of Deeds for DuPage, Will and Cook Counties. The effective date of this Agreement shall be the date of recordation of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the date first above written.

**VILLAGE OF ROMEOVILLE**, an Illinois  
municipal corporation

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

ATTEST:

\_\_\_\_\_  
Village Clerk

**VILLAGE OF WOODRIDGE**, an Illinois  
municipal corporation

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

ATTEST:

\_\_\_\_\_  
Village Clerk

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF WILL            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that John D. Noak, President of the VILLAGE OF ROMEOVILLE, and Dr.  
Bernice Holloway, Village Clerk of said Village, personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as such President and Village Clerk,  
respectively appeared before me this date in person and acknowledged that they signed and delivered  
the said instrument as their free and voluntary act and as the free and voluntary act of said Village,  
for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged  
that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village  
to said instrument as her own free and voluntary act and as the free and voluntary act of said Village,  
for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF DUPAGE         )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that Gina Cunningham-Picek, Mayor of the VILLAGE OF WOODRIDGE, and  
Joseph Kagann Village Clerk of said Village, personally known to me to be the same persons whose  
names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively  
appeared before me this date in person and acknowledged that they signed and delivered the said  
instrument as their free and voluntary act and as the free and voluntary act of said Village, for the uses  
and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as  
custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said  
instrument as her own free and voluntary act and as the free and voluntary act of said Village, for the  
uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Boundary Line**



**Exhibit B**  
**Legal Description of the Boundary Line**

**Exhibit C**

**Map of Romeoville's Territory that could be served by Woodridge's water service**

**Exhibit D**

**Map of Woodridge's Territory that could be served by Romeoville's sanitary sewer service**