

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
ROMEOVILLE AND THE VILLAGE OF LEMONT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 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 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**, ROMEOVILLE and LEMONT recognize the need and desirability of an intergovernmental agreement between them to provide clarity with respect to certain matters as more fully hereinafter set forth pertaining to their respective municipal authority, the definition of their respective corporate limits, and the availability of potable water services; 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. **CERTAIN PRIOR ANNEXATIONS ALONG 135<sup>TH</sup> STREET;  
DISCONNECTION OF SAME.**

Prior to the date of this Agreement, ROMEOVILLE adopted legislation to annex certain portions of 135<sup>th</sup> Street and certain properties located north of 135<sup>th</sup> Street, all of which are more fully described and/or depicted in Exhibit A attached hereto and made part hereof. Within thirty (30) days after LEMONT's annexation of the property described and depicted in Exhibit B attached hereto and made part hereof (the "Lemont Development Site"), LEMONT shall pay to ROMEOVILLE the sum of \$400,000.00. Within thirty (30) days after its receipt of the aforementioned payment, ROMEOVILLE, shall (subject to the application of the Illinois Open Meetings Act) adopt an ordinance repealing the ordinances annexing the properties described in Exhibit A and disconnecting the same from the corporate limits of ROMEOVILLE. Such

ordinance shall further provide that the repeal of the annexation and disconnection of the properties at issue shall be effective as of December 31 of the year in which such ordinance shall be adopted. Upon the adoption of such ordinance, Romeoville shall record a copy of the same and provide a copy of the same together with a copy of this Agreement to the Will County Clerk's Office, Tax Extension Department. LEMONT shall in no event take any actions to compel the disconnection of the property described in Exhibit A or alternatively to annex such property until such time as it shall have both made the aforementioned payment to ROMEOVILLE and more than thirty (30) days have elapsed since the date of such payment.

3. **POTABLE WATER SERVICE.**

A. As of the date of this Agreement, ROMEOVILLE represents that there are presently certain properties located within the corporate limits of ROMEOVILLE and/or included within ROMEOVILLE's Comprehensive Plan that do not receive potable water service from ROMEOVILLE's water system, such properties being described and depicted in Exhibit C attached hereto and incorporated herein (the "ROMEOVILLE East Side"). LEMONT represents that its potable water utility system possesses capacity capable of providing potable water service to existing residential, commercial and public properties of the ROMEOVILLE East Side as depicted in Exhibit C, the ROMEOVILLE East Side, subject to the extension of appropriate lines and mains connecting the properties ROMEOVILLE East Side to the LEMONT 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 existing residential, commercial and public properties on the ROMEOVILLE East Side and that ROMEOVILLE (or property owners of existing residential, commercial or public properties of the ROMEOVILLE East Side with due

authorization from ROMEOVILLE) shall be permitted to connect and extend water mains for this purpose to the nearest terminus of LEMONT's water utility system existing at the time of ROMEOVILLE's written request for potable water service to the ROMEOVILLE East Side . LEMONT shall not provide potable water service to any area that is presently or at any time in the future within the corporate limits of ROMEOVILLE in the absence of agreement from ROMEOVILLE. LEMONT shall grant ROMEOVILLE the right to use any of its then-existing easements or rights of way for such purpose. ROMEOVILLE, or such property owners of existing residential, commercial or public properties of the ROMEOVILLE East Side as may from time to time have been duly authorized by ROMEOVILLE, 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 then-existing nearest terminus of LEMONT's water utility system to provide potable water service to the ROMEOVILLE East Side . All such design and construction by ROMEOVILLE or property owners of the existing developed properties duly authorized by ROMEOVILLE shall comply with the applicable ordinances of LEMONT, and shall be subject to the review and approval of LEMONT. Prior to the dedication to and acceptance by LEMONT of any water mains, lines or other necessary appurtenances constructed to provide potable water service to the existing residential properties of the ROMEOVILLE East Side, ROMEOVILLE or its duly authorized developers, as the case may be, shall provide a letter of credit in the amount of 10% of the total cost of the construction thereof 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 from the date of LEMONT's acceptance of the dedication thereof, and the same 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 any extended term of the letter of credit. Further, all warranties shall be transferred to LEMONT upon its acceptance of the system.

C. All users ultimately connected to the water mains and lines extended and dedicated as contemplated by Section 3.B 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 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 water users within the ROMEOVILLE East Side may be different from and may exceed the rates and charges applicable to similarly situated water users within LEMONT, but further agree that in all cases, the charges and rates applicable to water users in the ROMEOVILLE East Side shall not exceed 125% of the charges and rates applicable to similarly situated water users within LEMONT.

D. LEMONT shall have no obligation to provide potable water service to new development in the ROMEOVILLE East Side or areas outside the ROMEOVILLE East Side.

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 potable water service of at least 10,000 gallons per day with a residual pressure of 35 p.s.i. at the elevation of 715 feet above sea level.
2. LEMONT shall have no responsibility to provide water for adequate fire protection.

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.

4. **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.

5. **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 any time by the mutual agreement of the corporate authorities of both municipalities.

6. **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.

7. **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.

8. **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.

9. **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 Municipal Administrator or Manager of the receiving party. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

10. **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.

11. **AGENCY.**

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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 \_\_\_\_\_, 2020.

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 John Egofske, 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 \_\_\_\_\_, 2020.

Commission expires\_\_\_\_\_

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

EXHIBIT A

Depiction/Description of Portions of 135<sup>th</sup> Street and  
Properties North of 135<sup>th</sup> Street Previously Annexed by Romeoville

EXHIBIT B

Depiction/Description of Lemont Development Site

EXHIBIT C

Depiction/Description of Romeoville East Side