

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (“Agreement”) made and entered into by and between the CITY OF CREST HILL, Will County, Illinois (hereinafter referred to as "Crest Hill"), and the VILLAGE OF ROMEOVILLE, Will County, Illinois (hereinafter referred to as "Romeoville").

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

WHEREAS, Crest Hill and Romeoville are municipal corporations duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, Crest Hill is party to certain litigation presently pending in the Circuit Court for the 12<sup>th</sup> Judicial Circuit Court, Will County, Illinois, Renwick Road Investments, LLC, an Illinois Limited Liability Company v. City of Crest Hill, an Illinois municipal corporation, Case No. 2017 MR 03226 (the “Lawsuit”); and

WHEREAS, Crest Hill as defendant in the Lawsuit and Renwick Road Investments, LLC, an Illinois Limited Liability Company (“RRI”) as plaintiff in the Lawsuit have represented to Romeoville that they have negotiated terms of a proposed settlement of the Lawsuit; and

WHEREAS, Crest Hill and RRI have further represented to Romeoville that the proposed settlement terms contemplate the disconnection of certain properties from the corporate limits of Crest Hill and the subsequent annexation of the same to and development of the same within the corporate limits of Romeoville, subject to the terms of this Agreement and to the terms of a

settlement agreement to be entered into by Crest Hill and RRI to fully and finally resolve all matters in the Lawsuit (the “Settlement Agreement”); and

WHEREAS, the properties to be disconnected from Crest Hill and annexed to and developed within Romeoville are commonly respectively referred to as the RRI Property, as described in Exhibit A-1, a copy of which is attached hereto and incorporated herein by reference, and the Jenkins Property, as described in Exhibit A-2, a copy of which is attached hereto and incorporated herein; and

WHEREAS, the RRI Property and the Jenkins Property are sometimes hereinafter collectively referred to as the “Properties”; and

WHEREAS, Crest Hill and Romeoville mutually desire to enter into this Agreement to facilitate the Settlement Agreement between RRI and Crest Hill, to provide for the sharing by Crest Hill and Romeoville of certain revenues generated from the Properties upon their annexation to and development within Romeoville, and to cooperatively address certain other matters pertaining to the development of the Properties within Romeoville, all as hereinafter set forth.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

#### ARTICLE I. PREAMBLES

The foregoing recitals are by this reference fully incorporated into and made a part of this Agreement.

#### ARTICLE II. RIGHTS AND OBLIGATIONS OF PARTIES

2.1. Settlement Agreement. Romeoville shall have the right to review and approve the terms of the Settlement Agreement prior to its execution by Crest Hill and RRI and prior to the entry of any court order dismissing the Lawsuit based upon or by reference to the execution of the Settlement Agreement, but nothing herein or otherwise shall subject Romeoville to the terms of the Settlement Agreement or obligate Romeoville to take action or refrain from taking action thereunder. Crest Hill shall timely comply with all terms of the Settlement Agreement and with all court orders entered to effectuate the provisions of the Settlement Agreement.

2.2. Disconnection and Annexation of Properties. Subject to the prior disconnection of the Properties from the corporate limits of Crest Hill within sixty (60) days from the date of this Agreement, Romeoville shall thereafter, pursuant to an annexation agreement duly approved by its corporate authorities (the “Annexation Agreement”), annex the Properties into the corporate limits of Romeoville. The Annexation Agreement shall be in such form as may be agreed to by Romeoville and the owner(s) and or developer(s) of the Properties, but shall in any event include terms substantially consistent with the terms set forth in Article 2.3 of this Agreement. In the event that Crest Hill does not take and complete all actions required to disconnect the entirety of the Properties from its corporate limits within sixty (60) days from the date of this Agreement, this Agreement shall become null and void and of no further force or effect as of that day which is ninety (90) days from the date of this Agreement, unless Romeoville shall notify Crest Hill in writing on or before that date which is ninety (90) days from the date of this Agreement that Romeoville elects to proceed with the Agreement as to such portion of the Properties that shall then have been disconnected by Crest Hill from its corporate limits. In the event that Romeoville so elects to proceed with this Agreement, all references to “the Properties” in this Agreement shall thereafter mean and be understood to refer to that

portion of the Properties actually disconnected from Crest Hill and subsequently annexed to Romeoville.

2.3. Annexation Agreement Terms. The Annexation Agreement by which the Properties are annexed into Romeoville shall include terms substantially consistent with the following:

A. Real Estate Tax Sharing. The Annexation Agreement shall provide that Romeoville shall annually distribute to Crest Hill fifty percent (50%) of all real estate taxes generated by the Properties each year as a result of the extension of Romeoville's general corporate real estate tax levy to the Properties, subject to Romeoville's actual receipt of the same from the County of Will, until such time as Romeoville shall have distributed to Crest Hill the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) in real estate taxes generated by the Properties. Upon Crest Hill's receipt of the total sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) in real estate taxes generated by the Properties, Romeoville shall have no further obligation to distribute any portion of the real estate tax revenues generated by the Properties to Crest Hill.

B. Stormwater Management; Stormwater Ordinance Compliance. The Annexation Agreement shall provide that Romeoville shall use its best efforts to work cooperatively with Crest Hill and the Forest Preserve District of Will County (the "District") to alleviate or resolve any stormwater management or drainage issues affecting properties to the south and west of the Properties which are claimed to result from the development of the Properties, provided, however, that nothing herein shall obligate Romeoville to take any particular action or to produce any particular result with respect to any such claimed stormwater management or drainage issues. The Annexation Agreement shall also provide that the

Properties shall be developed in compliance with the requirements of the Will County Stormwater Management Ordinance, as the same has been adopted by Romeoville and codified as and for Chapter 160 of Romeoville's Code of Ordinances, provided, however, that the foregoing shall not limit or preclude Romeoville from granting variances from the provisions of said Chapter 160 in accordance with the requirements thereof, including but not limited to variances necessary to accommodate the continued safe operation of the Joliet Regional Port District Airport in compliance with the requirements of the Federal Aviation Administration.

C. Renwick Road/Pinnacle Drive Traffic Control Devices. The Annexation Agreement shall provide that in connection with the development of the Properties, traffic control devices shall be constructed and installed at the intersection of Renwick Road with the proposed future extension of Pinnacle Drive contemplated to be constructed by Romeoville, subject to the construction and completion of such proposed future extension of Pinnacle Drive, to the existence of warrants sufficient to allow or require such traffic control devices, and to the review and approval of the Will County Department of Transportation.

### ARTICLE III. GENERAL PROVISIONS

3.1. Entire Agreement.

This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

3.2. Exhibits.

Exhibits attached to this Agreement, if any, are by this reference incorporated into and made a part of this Agreement.

3.3. Amendments.

This Agreement may be amended from time to time upon the mutual written agreement of the parties hereto. Any such amendment shall be in writing and shall not become effective except upon the enactment of an ordinance or resolution of each of the respective governing authorities of the parties, authorizing the execution of the proposed amendment.

3.4. Waivers.

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.

3.5. Notices.

Notices or other writings which either party is required to or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Romeoville:

Village of Romeoville  
1050 W. Romeo Road  
Romeoville, Illinois 60446  
Attention: Village Manager

If to Crest Hill:

City of Crest Hill  
1610 Plainfield Road  
Crest Hill, IL 60403  
Attention: City Administrator

or to such other address as any party may from time to time designate in a written notice to the other party.

3.6. Enforcement.

It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, provided, however, the parties agree that the rights of the parties shall not include the right to recover a judgment for monetary damages against any elected or appointed official thereof for any breach of any of the terms of this Agreement.

3.7 Date of Agreement.

Any reference herein to the “date of this Agreement” and any substantively identical references shall mean and be understood to refer to that date on which this Agreement shall have been fully executed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the dates set forth below.

**VILLAGE OF CREST HILL**

\_\_\_\_\_  
Raymond R. Soliman  
Mayor

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Vicky Hackney  
City Clerk

**VILLAGE OF ROMEOVILLE**

\_\_\_\_\_  
John D. Noak  
Village President

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Candice Roberts  
Deputy Village Clerk