

**AN INTERGOVERNMENTAL COOPERATIVE
PLANNING AND BOUNDARY AGREEMENT
BETWEEN THE VILLAGE OF LEMONT AND
THE VILLAGE OF HOMER GLEN**

THIS AGREEMENT (AGREEMENT) is entered into this 24 day of March, 2018, between the VILLAGE OF LEMONT (“LEMONT”), an Illinois municipal corporation and the VILLAGE OF HOMER GLEN (“HOMER GLEN”), an Illinois municipal corporation, collectively referred to as the MUNICIPALITIES.

WITNESSETH:

WHEREAS, both LEMONT and HOMER GLEN are units of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government to enter into agreements to exercise, combine or transfer any power of function not prohibited to them by law; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes two or more municipalities to enter into agreements concerning the joint exercise of certain municipal powers and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) authorizes two or more municipalities to enter into agreements concerning the exercise of their respective jurisdiction within unincorporated territory that lies within one and one-half miles of their boundaries; and

WHEREAS, there exists unincorporated territory within one and one-half miles of LEMONT and HOMER GLEN; and

WHEREAS, the MUNICIPALITIES have adopted official plans; and

WHEREAS, in arriving at this AGREEMENT, the MUNICIPALITIES have given consideration to the natural flow of storm water 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, developments underway or in various stages of planning are creating growth opportunities in and near the unincorporated territory lying between and near LEMONT and HOMER GLEN; and

WHEREAS, the MUNICIPALITIES have determined that such growth will be accompanied by significantly higher demands for transportation, public utility, public safety and associated municipal services; and

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

WHEREAS, the MUNICIPALITIES 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 mutual action and intergovernmental cooperation with respect thereto; and

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

WHEREAS, the MUNICIPALITIES, after due investigation and consideration, have elected 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, the MUNICIPALITIES have determined that the observance of the boundary line in future annexations by the MUNICIPALITIES will serve their respective best interests; and

WHEREAS, the MUNICIPALITIES 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, the MUNICIPALITIES have provided public notice pursuant to the requirements of Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9); and

WHEREAS, notice of this AGREEMENT was provided by posting notice for not less than fifteen(15) consecutive days where notice of LEMONT and HOMER GLEN meetings are posted and by publication in a paper of general circulation within the territory that is subject to the AGREEMENT. Both public notices were made not less than thirty (30) days and not more than one hundred twenty (120) days prior to formal approval of the AGREEMENT by LEMONT and HOMER GLEN; and

WHEREAS, the MUNICIPALITIES have 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 of Illinois.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the recitals hereinabove set forth, it is hereby agreed between the VILLAGE OF LEMONT and the VILLAGE OF HOMER GLEN as follows:

1. **INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein by reference as substantive provisions of this AGREEMENT.

2. **BOUNDARY LINE**

LEMONT and HOMER GLEN agree that in the unincorporated area lying between and near the two municipalities, the boundary line for annexation, governmental planning, subdivision control, official map, ordinances, and other municipal purposes and functions shall be as is depicted on the map attached hereto as Exhibit A, which is made a part of this AGREEMENT.

3. **JURISDICTION**

- a. With respect to property located within the area assigned to LEMONT in Exhibit A, HOMER GLEN agrees that it shall not annex any unincorporated territory nor shall it exercise or attempt to exercise or enforce any zoning ordinance, subdivision control, official map, comprehensive plan or other municipal authority or ordinance, except as may be provided in this AGREEMENT.
- b. Two parcels (shown on Exhibit A and legally described in Exhibit B), are at the time of the execution of this AGREEMENT, annexed by and a part of HOMER GLEN ("DISCONNECTION PARCELS"). The DISCONNECTION PARCELS shall remain in HOMER GLEN, but shall be disconnected from HOMER GLEN and annexed to LEMONT, by passage of an ordinance of the respective MUNICIPALITIES upon the filing of a petition requesting the same. A petition for disconnection and annexation must be made to the respective MUNICIPALITIES by the owner and/or electors as required by the Illinois Municipal Code. After the submission for the petition for disconnection and annexation, but prior to either ordinance becoming effective, the owner of the DISCONNECTION PARCEL(S)

shall make payment to HOMER GLEN in an amount equal to the present value of future revenue forgone by HOMER GLEN for the period of time remaining until the expiration of this AGREEMENT. Such payment shall consist only of HOMER GLEN's then current portion of its ad valorem taxes shown on the previous year's real estate property tax bill for the DISCONNECTION PARCEL(S) multiplied by the number of years remaining in the term for this AGREEMENT.

- c. The property designated as "Shared Tax Area" on Exhibit A and legally described in Exhibit C shall be located within LEMONT. Although not an express condition of this AGREEMENT, it is intended that LEMONT zone this property for commercial use and not zone it for an industrial, warehousing or manufacturing use. LEMONT shall tender to HOMER GLEN fifty percent (50%) of all Municipal Retailer's Occupation Tax Act and the Municipal Service Occupation Tax Act by Retailers and Servicemen Sales Taxes (collectively referred to as "Sales Taxes") collected from the uses in the Shared Tax Area. LEMONT shall make a payment to HOMER GLEN for 50% of the Sales Taxes generated by the uses in the Shared Tax Area that has been remitted to and actually received by LEMONT from the Illinois Department of Revenue in four (4) separate installments on the 1st of January, April, July, and October during the term of this AGREEMENT.
- d. In the event LEMONT zones the property in the Shared Tax Area for a use other than commercial, or the property does not generate Sales Tax as intended herein, LEMONT shall tender to HOMER GLEN fifty percent (50%) of LEMONT's Property Taxes collected from those properties located in the Shared Tax Area, identified by Property Index Number (PIN). LEMONT shall make payment to HOMER GLEN for 50% of the Property Taxes actually received by LEMONT

within thirty (30) days of receipt during the term of this AGREEMENT. In the event a court of competent jurisdiction determines that any of the property located in the Shared Tax Area is entitled to a refund of some or all taxes paid as a result of a property tax assessment appeal, tax objection complaint or similar action or proceeding, HOMER GLEN shall reimburse LEMONT for fifty percent (50%) of any refund or reduction actually paid for by LEMONT within thirty (30) days of receipt of written request for reimbursement from LEMONT.

- e. With respect to property located within the area assigned to HOMER GLEN in Exhibit A, LEMONT agrees that it shall not annex any unincorporated territory nor shall it exercise or attempt to exercise or enforce any zoning ordinance, subdivision control, official map, comprehensive plan or other municipal authority or ordinance, except as may be 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 and the proposed subdivision shall be subject to the subdivision regulations of the transferee MUNICIPALITY.

In the event that any court of law shall find that the transfer of subdivision control power between units of local government is prohibited 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. PROHIBITED ANNEXATIONS

The MUNICIPALITIES acknowledge it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The boundary line established by this AGREEMENT was carefully studied and considered with respect to those matters. Therefore, each MUNICIPALITY agrees not to annex any territory which is located in the other MUNICIPALITY's designated area, as provided for in this AGREEMENT. Furthermore, each MUNICIPALITY shall take all reasonable and applicable actions to actively oppose any attempt to effectuate a voluntary, involuntary, or court controlled annexation by third parties who propose to annex territory within either MUNICIPALITY's designated area in a manner inconsistent with 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 or other land use proposals that have been presented to the corporate authorities of Cook or Will Counties involving territory that is within one and one-half miles of its corporate limits.

In the event that either MUNICIPALITY's authority to assert a statutory objection to proposed rezonings 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 of 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 to be the far side of the roadway furthest from LEMONT 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, 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 pursuant to Section 7-1-1 of the Illinois Municipal Code (65 ILCS 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, as required by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), until such time as LEMONT has annexed territory adjacent to the same roadway.

- b. The MUNICIPALITIES recognize the practical problems of providing required municipal services for roadways that are located on the boundary line. To that end, the MUNICIPALITIES agree that LEMONT will have the final jurisdiction of the entire roadway that creates the boundary line. Within sixty (60) days of the date LEMONT annexes territory adjacent to the roadway that has already been annexed to HOMER GLEN, HOMER GLEN agrees to disconnect and LEMONT agrees to annex said roadway. The jurisdiction of the roadway shall transfer to LEMONT.
- c. The boundary line set by this AGREEMENT shall be deemed to have been amended accordingly without further action by either MUNICIPALITY; however the final boundary line, after all property adjacent to the roadway has been annexed by LEMONT shall be as depicted on Exhibit A.
- d. 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. HOMER GLEN agrees to not grant non-exclusive easements for the installation by the other MUNICIPALITY of water, sanitary sewer, and utility service facilities, storm sewer mains and appurtenant public improvements or assign its non-exclusive easement rights to any other unit of local government that may provide water, sanitary sewer, or storm sewer service to territory within the easement grantee's territory designated under this AGREEMENT, without the written consent of LEMONT, which may be provided by the LEMONT's Village Administrator.

8. WAIVER OF ANNEXATION CHALLENGES

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 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 designated area.

9. FACILITIES PLANNING AREA

LEMONT and HOMER GLEN agree to provide sewer services, if practicable, and in their Corporate Authorities' discretion, to areas within their facility planning area even though the area may not be under their control under this AGREEMENT.

10. EFFECT OF AGREEMENT ON OTHER MUNICIPALITIES

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

11. AMENDMENT OF AGREEMENT

Neither LEMONT nor HOMER GLEN shall either directly or indirectly seek any modification of this AGREEMENT through court action, and this AGREEMENT shall remain in full force and effect until amended or changed by the mutual AGREEMENT of the corporate authorities of the MUNICIPALITIES.

12. 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 deemed severable. If this AGREEMENT is declared to not apply to a particular parcel of real property despite the inclusion of such parcel in Exhibit A, such declaration shall not invalidate this AGREEMENT or affect any other parcel of real property.

13. DURATION OF AGREEMENT

This AGREEMENT shall be in full force and effect for a period of twenty (20) years from the date hereof and for such further and additional time as the parties hereto may agree by amendment to this AGREEMENT.

14. ENFORCEMENT

This AGREEMENT shall be enforceable through any appropriate action at law or in equity. No action may be brought to enforce this AGREEMENT unless the MUNICIPALITY seeking enforcement first notifies the other MUNICIPALITY in writing of the nature of the alleged breach, the specific action required to remedy the breach and the amount of time reasonably required to attain compliance, but not less than sixty(60) days. The parties shall bear their own expenses related to the enforcement of this AGREEMENT.

15. 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 MUNICIPALITY. 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 MUNICIPALITY. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

16. APPLICABLE LAW AND RECORDING REQUIREMENTS

This AGREEMENT shall be construed in accordance with the laws of the State of Illinois and shall be adopted by ordinance approved by the corporate authorities of each MUNICIPALITY, published by the respective MUNICIPALITIES, and recorded or filed with the Will County Recorder, Cook County Recorder, and others as their interest may appear.

IN WITNESS WHEREOF, the parties hereto have caused the execution of their duly authorized officer this 26 day of March, 2018.

**VILLAGE OF LEMONT, an
Illinois Municipal Corporation**



MAYOR

ATTEST:



VILLAGE CLERK

**VILLAGE OF HOMER GLEN, an
Illinois Municipal Corporation**



MAYOR

ATTEST:



VILLAGE CLERK



Exhibit A

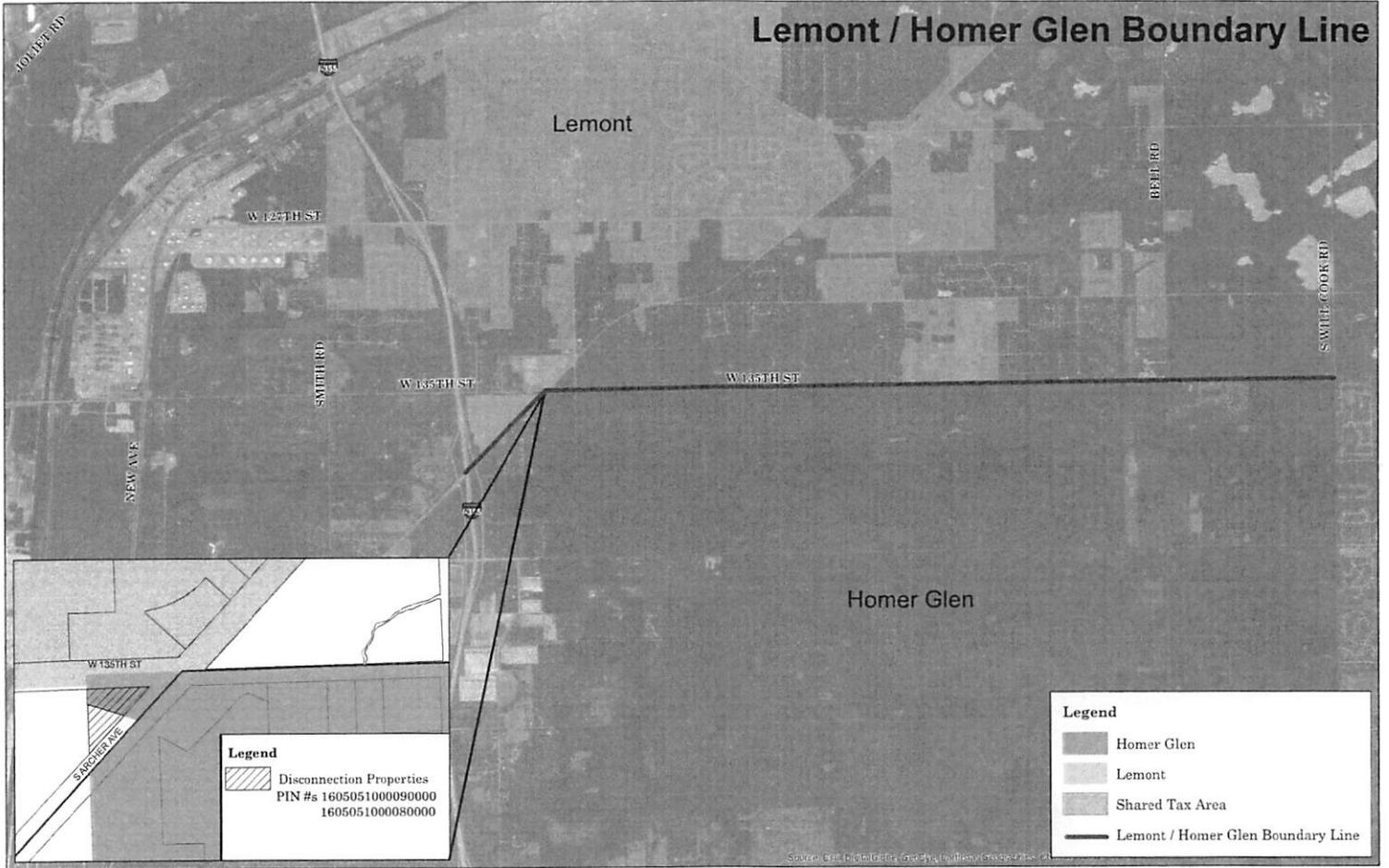
MAP

Exhibit B

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VETERAN'S MEMORIAL TOLLWAY (I-355) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ARCHER AVENUE, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ARCHER AVENUE TO THE SOUTH LINE OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SOUTH LINES OF SECTIONS 32, 33, 34, 35 AND 36, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE SOUTHEASTERLY CORNER OF SAID SECTION 36 (ALSO KNOWN AS A POINT ON THE CENTERLINE OF WILL-COOK ROAD), THENCE EAST ON A PROLONGATION OF THE PREVIOUSLY DESCRIBED LINE TO THE EAST RIGHT-OF-WAY LINE OF WILL-COOK ROAD TO A POINT OF TERMINATION, IN WILL AND COOK COUNTIES, ILLINOIS.

Lemont / Homer Glen Boundary Line



Source: Esri, DigitalGlobe, GeoEye, Earthstar (Imagery), Swire