

**INTERGOVERNMENTAL COOPERATIVE PLANNING AND BOUNDARY
AGREEMENT AND COST SHARING BETWEEN THE VILLAGE OF HOMER GLEN
AND THE VILLAGE OF ORLAND PARK**

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 respective jurisdictions within unincorporated territory that lies within one and one-half miles of the boundaries of such municipalities; and

WHEREAS, Section 10 of 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 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, both the Village of Homer Glen ("Homer Glen") and the Village of Orland Park ("Orland Park") have adopted official plans controlling the development of their incorporated territory and that unincorporated territory lying within one and one-half miles of the boundaries of each of the municipalities; and

WHEREAS, there is certain territory that lies within, adjacent to or within one and one-half miles of Homer Glen and/or Orland Park where there are developments under way or in various stages of planning that are creating growth opportunities in and near Homer Glen and Orland Park; and

WHEREAS, Homer Glen and Orland Park have determined that current plans and opportunities for development will be accompanied by significantly higher demands for governmental police power services, utility services, road improvements and other municipal services and financial commitments to meet the necessities of development; and

WHEREAS, Homer Glen and Orland Park have determined that certain of the territory lying within each Village's municipal boundaries, and in close proximity to one another, as well as between their present municipal boundaries is a rapidly developing area in which problems related to utility service, traffic concerns, roadway capacity and maintenance, flood control, population density, ecological and economic impact and encouragement of business and industrial developments are ever-increasing both in number and complexity; and

WHEREAS, Homer Glen and Orland Park 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, Homer Glen and Orland Park have determined that there exists a need and a desirability to provide for logical municipal boundaries, adequate municipal utility services to the citizenries of both Villages 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 the respective citizens; and

WHEREAS, Homer Glen and Orland Park, after due investigation and consideration, have determined to enter into an agreement providing for joint municipal support and financing of certain road and utility improvements, as well as new development initiatives and providing for the

establishment of a boundary for their respective jurisdictions, in territory lying between, near and within their boundaries; and

WHEREAS, Homer Glen and Orland Park have determined that the observance of the boundary line in future annexations by the two municipalities and the mutual planning and financing agreed to herein by the two municipalities will serve the best interests of the two communities; and

WHEREAS, Homer Glen and Orland Park 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, Homer Glen and Orland Park 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 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 Homer Glen and Orland Park as follows:

1. **BOUNDARY LINE.**

Homer Glen and Orland Park agree that in the unincorporated area lying between and near the two municipalities, the boundary line for annexation, governmental planning, subdivision control, facilities planning, official map, ordinances and other municipal purposes shall be the township boundary lines separating Lemont Township from Palos Township and Homer Township from Orland Township. It is understood, however, that Orland Park does not contemplate the future annexation of any territory east of the Will-Cook County line served by a private utility.

2. **JURISDICTION.**

(a) With respect to property located west of Will-Cook Road, Orland Park agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any zoning ordinance, subdivision control, official map or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

(b) With respect to property located east of Will-Cook Road, Homer Glen agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any zoning ordinance, planning or subdivision control, official map or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

3. **SUBDIVISION AND ZONING 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 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. The municipalities also agree that, with respect to property which is undeveloped as of the date hereof, in order to make all developments on the west side of Will-Cook County line compatible, Homer Glen will use its best efforts to cause all developers to subdivide those portions of each development within five hundred (500) feet of Will-Cook County line with lots comparable or greater in size to those developments immediately adjacent to such development on the east side of the Will-Cook County line and to build residences on such lots of comparable character as those residences immediately adjacent on the east side of the Will-Cook County line. In addition, Homer Glen will make good faith efforts to compel such developers to comply with Orland Park's sign requirements except that Homer Glen's sign requirements shall apply if such requirements are more restrictive than Orland Park's sign requirements. Notwithstanding the foregoing, with respect to property to be developed for residential purposes which is located within Homer Glen as of the date of this Agreement, nothing herein shall require the Village to rezone property or to deny any plats or other permits for property which is currently zoned for residential purposes.

4. PROHIBITED ANNEXATIONS.

Each municipality shall actively oppose any attempt to effectuate a voluntary or involuntary annexation initiated by a third party to have territory annexed to its respective municipality which annexation would have the effect of changing the boundaries established under this Agreement, except as this Agreement may be amended pursuant to Section 8 hereof.

5. 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 that have been presented to the

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

6. **ANNEXATION OF ROADWAYS.**

(a) The boundary line relative specifically to Will-Cook Road, will be located on the center line of Will-Cook Road. Each of the Villages acknowledges the need to coordinate curb cuts with the other as much as possible in order to facilitate the flow of traffic and address potential safety concerns. Relative to any other roadway, if the boundary line involved herein 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, any 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, any roadway shall be deemed to be located within the municipality that first annexes its respective territory adjacent to the roadway. The boundary lines 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, and in accordance with its applicable codes and ordinances, authorize the reasonable use of the right-of-way of such

roadway and 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. Each municipality agrees that it may 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.

(c) 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 police and other municipal services, including capital improvements, to roadways that are located on the boundary line.

7. EFFECT OF AGREEMENT ON OTHER MUNICIPALITIES.

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

8. AMENDMENT OF AGREEMENT.

Neither Homer Glen nor Orland Park 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 both municipalities.

9. 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.

10. DURATION OF AGREEMENT.

This Agreement shall be in full force and effect for a period of twelve (12) years from the date hereof and for such further and additional time as the parties hereto may agree by amendment to this Agreement.

11. APPLICABLE LAW AND RECORDING REQUIREMENTS.

This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the respective municipalities and recorded or filed with the Will County Recorder, Cook County Recorder, and others as their interest may appear.

12. ADOPTION OF ORDINANCES.

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

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers this ____ day of _____, 2003.

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

By: _____
Village President

ATTEST:

By: _____
Village Clerk

**VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation**

By: _____
Village President

ATTEST:

By: _____
Village Clerk

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF W I L L)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that RUSS PETRIZZO, personally known to me to be the President of the Village of Homer Glen, and CHRISTINE LUTTRELL, 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 _____, 2003.

Commission expires _____

Notary Public

