

RESOLUTION NO. R-09-09

A RESOLUTION APPROVING AN INTERGOVERNMENTAL JURISDICTIONAL
BOUNDARY LINE AGREEMENT BETWEEN THE
VILLAGE OF CLARENDON HILLS, DUPAGE COUNTY, ILLINOIS AND THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

BE IT RESOLVED by the President and Board of Trustees of the Village of Clarendon Hills, DuPage County, Illinois, that the President and Board of Trustees hereby approve the "Intergovernmental Jurisdictional Boundary Line Agreement" attached hereto as EXHIBIT 1 and made part hereof.

BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized and directed to execute EXHIBIT 1, on behalf of the Village, as well execute any and all additional documents necessary to carry out the terms and provisions of said EXHIBIT 1.

ADOPTED this 19 day of October, 2009, pursuant to a roll call vote as follows:

AYES: Trustees Alongi, Pedersen, Reid, and Williams

NAYS: None

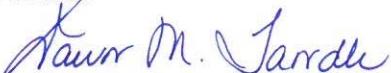
ABSENT: Trustees Cochran and Wallace

APPROVED by me this 19 day of October, 2009.



Thomas J. Karaba
Village President

ATTEST:



Laur M. Jarde

Village Clerk



INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into this 26th day of October, 2009, by and between the VILLAGE OF CLARENDON HILLS, DuPage County, Illinois ("CLARENDON HILLS") and the VILLAGE OF WILLOWBROOK, DuPage County, Illinois ("WILLOWBROOK"), (CLARENDON HILLS and WILLOWBROOK being sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, CLARENDON HILLS and WILLOWBROOK are "units of local government" as defined by Article VII, Section 1, 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 5/11-12-5 authorizes municipalities to adopt an official comprehensive plan for the present and future development of the municipality; with any such comprehensive plan being made applicable, if the municipality so elects, by its terms, to land

situated within the municipality's corporate limits and contiguous territory not more than one and one-half (1 ½) miles beyond the corporate limits and not included in any other municipality, and designating land suitable for annexation to the municipality and the recommended zoning classification for such land upon annexation; and,

WHEREAS, 65 ILCS 5/11-12-9 authorizes the corporate authorities of municipalities that have adopted official comprehensive plans to agree upon boundaries for the exercise of their respective jurisdictions within unincorporated territory that lies within one and one-half (1 ½) miles of the boundaries of such municipalities; and,

WHEREAS, all notices as required by law have been given by the Parties hereto; with copies of the posted and published notices of CLARENDON HILLS and WILLOWBROOK being attached hereto as **Group Exhibit "A"** and made part hereof; and.

WHEREAS, unincorporated territory lies within one and one-half (1 ½) miles of the boundaries of CLARENDON HILLS and WILLOWBROOK; and,

WHEREAS, CLARENDON HILLS and WILLOWBROOK have adopted official comprehensive plans making recommendations with respect to the development of the aforementioned unincorporated territory; said comprehensive plans being incorporated herein by reference; and,

WHEREAS, CLARENDON HILLS and WILLOWBROOK recognize that the territory lying between their present municipal boundaries is an area in which issues 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, CLARENDON HILLS and WILLOWBROOK, and their respective citizens, are vitally affected by the aforementioned issues, and efforts to address 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, CLARENDON HILLS and WILLOWBROOK 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, CLARENDON HILLS and WILLOWBROOK, 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 respective boundaries; and,

WHEREAS, CLARENDON HILLS and WILLOWBROOK 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, CLARENDON HILLS and WILLOWBROOK 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 preparing this Agreement, CLARENDON HILLS and WILLOWBROOK 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 Party; and,

WHEREAS, CLARENDON HILLS and WILLOWBROOK 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 of 1970, and the Illinois 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, the mutual promises hereinafter contained, and other good and valuable consideration, the adequacy and sufficiency of which the Parties hereto acknowledge, CLARENDON HILLS and WILLOWBROOK agree as follows:

SECTION 1: Incorporation of Recitals. The recitals set forth herein above are incorporated herein by reference as substantive provisions of this Agreement.

SECTION 2: Jurisdictional Boundary Line. The boundary line between CLARENDON HILLS and WILLOWBROOK 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 "B"** and made a part hereof and as legally described on **Exhibit "C"** attached hereto and made a part hereof (the "Boundary Line").

That portion of the unincorporated territory lying North of said Boundary Line shall be within the CLARENDON HILLS jurisdictional area as shown on **Exhibit "B"** (the "CH Area"). That portion of the unincorporated territory lying South of said Boundary Line shall be within the WILLOWBROOK jurisdictional area as shown on **Exhibit "B"** (the "W Area").

SECTION 3: Exercise of Authority. CLARENDON HILLS 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 W Area.

WILLOWBROOK 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 CH Area.

SECTION 4: Statutory Zoning Objections. This Agreement shall not be construed to limit or adversely affect the right of either CLARENDON HILLS or WILLOWBROOK to file a statutory objection to any proposed rezonings of unincorporated property within one and one-half (1 ½) miles of its corporate limits.

SECTION 5: Annexation. Both CLARENDON HILLS and WILLOWBROOK 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 of the Parties agrees not to annex any territory which is located in the other Party's jurisdictional area.

CLARENDON HILLS and WILLOWBROOK 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 of their respective jurisdictional areas in a manner inconsistent with this Agreement.

In addition, CLARENDON HILLS and WILLOWBROOK each hereby agree that it waives any right to challenge or otherwise contest the validity of any annexation the other Party has affected, is effecting, or will effect in the future for territory located within the other Party's

jurisdictional area. CLARENDON HILLS and WILLOWBROOK 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 Party's past, current, or future annexations within the other Party's jurisdictional area or to disconnect from the other Party.

SECTION 6: Utilities. CLARENDON HILLS and WILLOWBROOK agree not to acquire, extend, construct, or maintain utilities within the other Party's jurisdictional area without the express written consent of the other Party. Further, CLARENDON HILLS and WILLOWBROOK agree not to wheel water through their respective municipal water systems into the jurisdictional area of the other Party without the express written consent of the other Party.

SECTION 7: Comprehensive Plan. With respect to territory within the CH Area which abuts the Boundary Line (after excluding any road right-of-way) as shown on **Exhibit "B"**, CLARENDON HILLS shall give thirty (30) days written notice to WILLOWBROOK prior to the approval of any amendment to the CLARENDON HILLS official comprehensive plan, an annexation agreement, or any other action which commits CLARENDON HILLS to a land use within the CH Area which substantially deviates from the CLARENDON HILLS official comprehensive plan.

With respect to territory within the W Area which abuts the Boundary Line (after excluding any road right-of-way) as shown on **Exhibit "B"**, WILLOWBROOK shall give thirty (30) days written notice to CLARENDON HILLS prior to the approval of any amendment to the WILLOWBROOK official comprehensive plan, an annexation agreement, or any other action which commits WILLOWBROOK to a land use within the W Area which substantially deviates from the WILLOWBROOK official comprehensive plan.

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

SECTION 8: Outdoor Recreational Uses. Notwithstanding any other provision of this Agreement, WILLOWBROOK and CLARENDON HILLS agree that any properties within their respective jurisdictional areas as heretofore specified may be used and/or developed for outdoor recreational purposes.

SECTION 9: Road Rights-of-way. Various highway and road rights-of-way are located on the Boundary Line established by this Agreement. In regard thereto, if any such right-of-way is annexed to either Party by operation of paragraph 65 ILCS 5/7-1-1, and such right-of-way is located in the other Party's jurisdictional area, the annexing Party shall transfer jurisdiction of such right-of-way to the other Party in accordance with State statute and the other Party shall accept such jurisdiction.

SECTION 10: Binding Effect. This Agreement shall be binding upon and shall apply only to the legal relationship between CLARENDON HILLS and WILLOWBROOK. Nothing herein shall be used or construed to affect, support, bind or invalidate the boundary claims of either CLARENDON HILLS and/or WILLOWBROOK insofar as such claims shall affect any municipality which is not a party to this Agreement.

SECTION 11: Amendment. Neither CLARENDON HILLS nor WILLOWBROOK 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 CLARENDON HILLS and WILLOWBROOK.

SECTION 12: 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 13: 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 the term, or any extension thereof, by further agreement of CLARENDON HILLS and WILLOWBROOK.

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 CLARENDON HILLS:

Village of Clarendon Hills
1 North Prospect Avenue
Clarendon Hills, IL 60514
Attn: Village Manager

To WILLOWBROOK:

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527
Attn: Village Administrator

SECTION 15: Repeal of Previous Agreement. This Agreement shall supersede any previous boundary agreements between CLARENDON HILLS and WILLOWBROOK which are hereby repealed.

SECTION 16: Illinois Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

SECTION 17: Execution of Agreement, Recordation. Each Party 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 County and shall be made available in the respective Village Clerk's Offices.

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



VILLAGE OF CLARENDON HILLS, an Illinois municipal corporation

By: James T. Kuehn
President

ATTEST:

Dawn D. Jardine

Village Clerk

VILLAGE OF WILLOWBROOK, an Illinois municipal corporation

By: Robert A. Napoli
President

ATTEST:

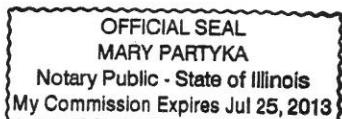
LeRoy R. Hansen

Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Napoli, President of the VILLAGE OF WILLOWBROOK, and Leroy Hansen, 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 he, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as his 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 26th day of October, 2009.



Mary Gatzka
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas F. Karaba, President of the VILLAGE OF CLARENDON HILLS, and Dawn Tandle, 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 19 day of October, 2009.



Notary Public



Group Exhibit "A"

Notices Posted and Published by Each Municipality

PN Intergovernmental Jurisdictional Boun

ADORDERNUMBER: 0001718663

PONUMBER: Michael Brown

AMOUNT: \$41.60

NO. OF AFFIDAVITS: 1

Pioneer Press

Certificate of Publication

State of Illinois - County of Cook Kane Lake McHenry DuPage

Pioneer Press, does hereby certify it has published the attached advertisements in the following secular weekly newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended By Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

Note: Notice appeared in the following checked positions.

PUBLIC NOTICE	
VILLAGE OF CLARENDON	
HILLS	
VILLAGE OF	
WILLOWBROOK	
INTERGOVERNMENTAL	
JURISDICTIONAL	
BOUNDARY LINE	
AGREEMENT	
Notice is hereby given that the Village of Clarendon Hills and the Village of Willowbrook are considering the joint adoption of an Intergovernmental Jurisdictional Boundary Agreement (the "Agreement"). The proposed Agreement would provide for the limits of annexation by each of the municipalities and cooperation between the municipalities on certain planning and development related matters. The proposed Agreement is available for viewing at the Clarendon Hills Village Hall, 1 N. Prospect Avenue, Clarendon Hills, Monday through Friday, 9 a.m. to 5 p.m. and at the Willowbrook Village Hall, 7760 Quincy Street, Willowbrook, Monday through Friday, 8:30 a.m. to 4:30 p.m. The municipalities will take action on the proposed Agreement at their respective Village Board meetings held between thirty (30) and one hundred twenty (120) days of this notice.	
By order of the President and	
Board of Trustees	
Village of Clarendon Hills	
DuPage County, Illinois	
Dawn M. Tondie	
Village Clerk	
By order of the President and	
Board of Trustees	
Village of Willowbrook	
DuPage County, Illinois	
Leroy Hansen, Village Clerk	
Pub: 9/3/09 (1718663) D	

PUBLICATION DATE(S): 09/03/2009 to 09/03/2009 1 Week(s)

CENTRAL ZONE --- Des Plaines Times, Edison-Norwood Times Review, Lincolnwood Review, Morton Grove Champion, Mount Prospect Times, Niles Herald-Spectator, Norridge / Harwood Heights News, Park Ridge Herald-Advocate Skokie Review

(X) THE DOINGS ZONE --- The Doings-Clarendon Hills, The Doings-Hinsdale, The Doings-Oak Brook, The Doings-Elmhurst Doings, The Doings-LaGrange Doings, The Doings-Weekly Doings, The Doings-Western Spring Doings

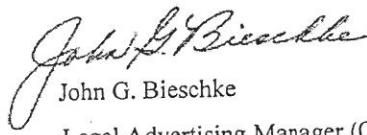
LAKESHORE ZONE --- Antioch Review, Barrington Courier-Review, Buffalo Grove Countryside, Deerfield Review, Grayslake Review, Gurnee Review, Highland Park News, Lake Forester, Lake Zurich Courier, Libertyville Review, Lincolnshire Review, Mundelein Review, Review of Lindenhurst / Lake Villa, Vernon Hills Review

NORTH ZONE --- Evanston Review, Glencoe News, Glenview Announcements, Northbrook Star, Wilmette Life, Winnetka Talk

WEST ZONE --- Elm Leaves, Forest Leaves, Franklin Park Herald - Journal, Oak Leaves, Proviso Herald

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed and notarized at Glenview, Illinois 09/03/2009.

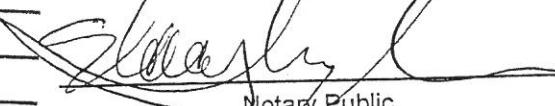
By



John G. Bieschke

Legal Advertising Manager (Official Title)

Subscribed and sworn to before me This 3 Day of September 2009 A.D.


Notary Public

VILLAGE OF CLARENDON HILLS
ATTN: JENNEANE TIMRECK
1 N. PROSPECT AVENUE
CLARENDON HILLS, IL 60514

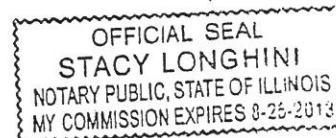
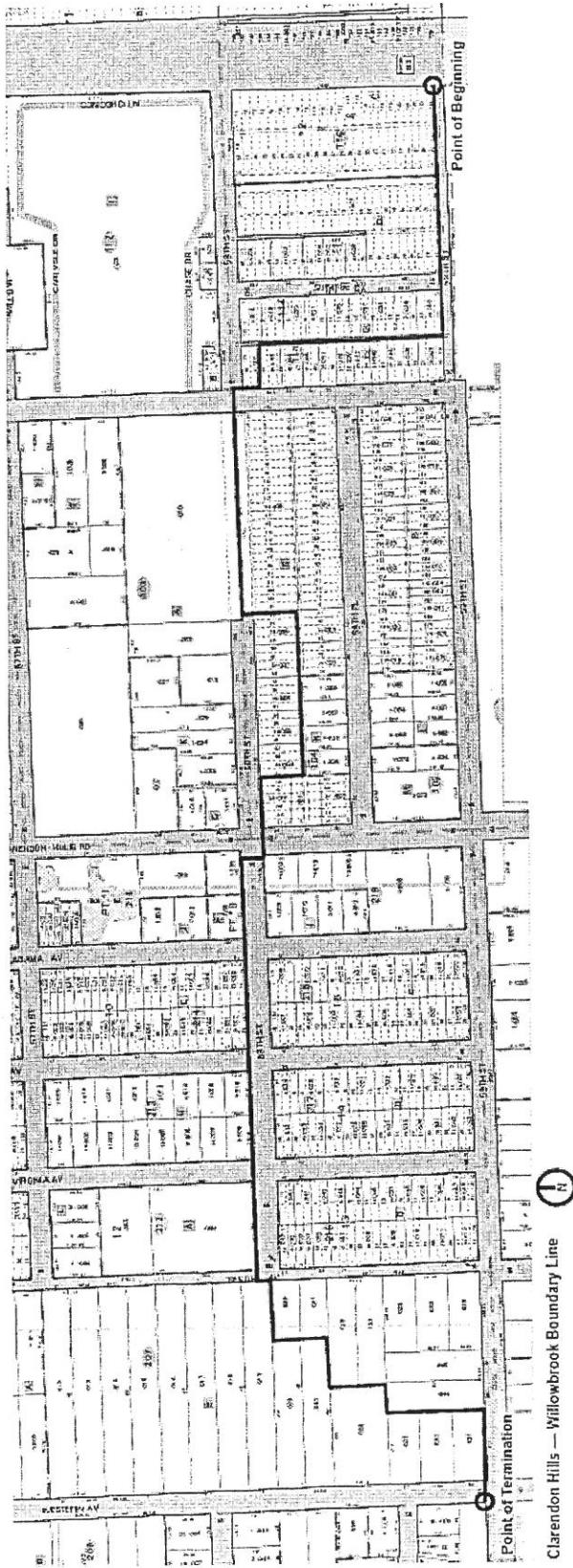


Exhibit "B"

Map of Boundary Line



Clarendon Hills — Willowbrook Boundary Line

Exhibit "C"

Legal Description

A BOUNDARY LINE TRAVERSING PART OF THE NORTHWEST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; SAID LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF ILLINOIS ROUTE 83 WITH THE NORTH LINE OF 59TH STREET; THENCE WEST ALONG THE NORTH LINE OF 59TH STREET TO THE EAST LINE OF LOT 25 IN KOPJE'S OF HINSDALE SUBDIVISION; THENCE NORTH ALONG THE EAST LINES OF LOTS 25 THROUGH 46 INCLUSIVE, OF SAID KOPJE'S OF HINSDALE SUBDIVISION TO THE NORTHEAST CORNER OF LOT 46; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 46 TO THE EAST LINE OF HOLMES AVENUE; THENCE NORTH ALONG THE EAST LINE OF HOLMES AVENUE TO THE CENTERLINE OF 58TH STREET; THENCE WEST ALONG THE CENTERLINE OF 58TH STREET TO THE EXTENDED EAST LINE OF LOT 26 IN WOMAN'S SUBDIVISION OF LOT 7 OF HALL'S SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE AND THE EAST LINE EXTENDED OF SAID LOT 26 IN WOMAN'S SUBDIVISION TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF LOTS 26 THROUGH 45 INCLUSIVE IN SAID WOMAN'S SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 45; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 45 TO THE SOUTH LINE OF 58TH STREET; THENCE WEST ALONG THE SOUTH LINE AND SOUTH LINE EXTENDED OF 58TH STREET TO THE WEST LINE OF CLARENDON HILLS ROAD; THENCE NORTH ALONG THE EXTENDED WEST LINE OF CLARENDON HILLS ROAD TO THE NORTH LINE OF 58TH STREET; THENCE WEST ALONG THE NORTH LINE AND NORTH LINE EXTENDED OF 58TH STREET TO THE EAST LINE OF LOT 43 OF CLARENDON HILLS FARMS; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 43 TO THE NORTHEAST CORNER OF LOT 42 OF CLARENDON HILLS FARMS; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 42 TO THE EAST LINE OF THE WEST 450 FEET OF SAID LOT 42; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 450 FEET TO THE NORTH LINE OF LOT 41 OF CLARENDON HILLS FARMS; THENCE WEST TO THE EAST LINE OF THE WEST 300 FEET OF SAID LOT 41; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 300 FEET TO THE NORTH LINE OF LOT 40 OF CLARENDON HILLS FARMS; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 40 TO THE EAST LINE OF THE WEST 214 FEET OF SAID LOT 40; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST 214 FEET TO THE NORTH LINE OF 59TH STREET; THENCE WEST ALONG THE NORTH LINE OF 59TH STREET AND SAID NORTH LINE EXTENDED TO THE WEST LINE OF WESTERN AVENUE FOR A POINT OF TERMINATION.