

**INTERGOVERNMENTAL JURISDICTIONAL
BOUNDARY LINE AGREEMENT BETWEEN THE
VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE**

This Agreement made and entered into this _____ day of _____ A.D. 2026 by and between the VILLAGE OF OSWEGO, Kendall and Will Counties, Illinois, an Illinois municipal corporation (hereinafter sometimes referred to as "OSWEGO"), and the UNITED CITY OF YORKVILLE, Kendall County, Illinois, an Illinois municipal corporation (hereinafter sometimes referred to as "YORKVILLE"), both of said parties are hereinafter sometimes referred to collectively as "the Municipalities" and individually as "Municipality".

WITNESSETH:

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 representative jurisdictions within unincorporated territory that lies within one and one-half miles of the corporate limits of such municipalities; and

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 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, OSWEGO and YORKVILLE have adopted official comprehensive plans controlling the development of unincorporated territory; and

WHEREAS, developments under way or in various stages of planning are creating growth opportunities in and near the unincorporated territory surrounding YORKVILLE and OSWEGO; and

WHEREAS, OSWEGO and YORKVILLE have determined that current plans and opportunities for development will be accompanied by significantly higher demands for governmental services, police services, utility services, transportation services, and other municipal services and financial commitments to meet the necessities of development; and

WHEREAS, prior to entering into this Agreement, OSWEGO and YORKVILLE have considered the ownership of property, natural flow of storm water and other relevant factors concerning the unincorporated territory; and

WHEREAS, OSWEGO and YORKVILLE 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, and multipurpose developments are ever increasing both in number and complexity; and

WHEREAS, OSWEGO and YORKVILLE 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 benefitted by the mutual action and intergovernmental cooperation with respect thereto; and

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

WHEREAS, OSWEGO and YORKVILLE, after due investigation and consideration, have decided to enter into an agreement providing for the establishing of a boundary for their respective jurisdictions in the unincorporated territory lying between and near their boundaries; and

WHEREAS, OSWEGO and YORKVILLE have determined that the observance of the Boundary Line in future annexations by the two municipalities will serve the best interest of the two communities; and

WHEREAS, OSWEGO and YORKVILLE 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, In arriving at an agreement for a jurisdictional boundary line, the corporate authorities concerned have considered the natural flow of storm water drainage, and, when practical, Have included all of any single tract having common ownership within the jurisdiction of one corporate authority~~65 ILCS 5/11-12-9; and

WHEREAS, OSWEGO and YORKVILLE have authorized the execution of this Agreement as an exercise of their respective statutory 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 OSWEGO and YORKVILLE pursuant to their constitutional, statutory, and other authority as follows:

1. **INCORPORATION OF PREAMBLE**

OSWEGO and YORKVILLE 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 Section 1.

2. **BOUNDARY LINE**

OSWEGO and YORKVILLE agree that in the unincorporated area lying between and near the two municipalities, the Boundary Line for annexation, governmental planning, subdivision control, facilities planning, zoning, official map, ordinances, and other municipal purposes shall be as is depicted on the map attached hereto as **EXHIBIT A** which ~~are~~is incorporated herein and made a part of the Agreement (the "Boundary Map"). The line depicted on ~~Exhibit "~~**EXHIBIT A**~~"~~ will be referred to as the "Boundary Line". In the event of any conflict between **EXHIBIT A** and/or the terms

of this Agreement, the order for the controlling authority shall be as follows: (1) the terms of this Agreement; and (2) the Boundary Map attached as **EXHIBIT A**.

3. **JURISDICTION**

(a) With respect to property located within the area assigned to OSWEGO (as depicted on **EXHIBIT A**), YORKVILLE 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 control, 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 within the area assigned to YORKVILLE (as depicted on **EXHIBIT A**), OSWEGO 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 control, subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

(c) With regard to that certain property bounded by the Fox River on the north and west and by Illinois Railway on the south and east, commonly known as "Fox Bluff" (Identified by PINs: 02-26-300-015, 02-27-401-002, 02-34-226-008, and 02-35-101-002, and formerly known as "Hideaway Lakes"), ~~upon Oswego's annexation of the property,~~ Oswego agrees to diligently respond to all civil and criminal complaints called into Yorkville, Oswego, or KenCom dispatch, relative to ~~Hideaway Lakes~~Fox Bluff, regardless of the location of the complainant. Oswego agrees to undertake their normal and customary nuisance complaint process for noise complaints, including promptly visiting the complainant's location to investigate the source and intensity of the noise complaint, addressing the complaint with the offending property owner, and/or citing the property owner as the circumstances warrant. Notwithstanding the foregoing, Yorkville agrees to provide reasonable assistance to Oswego in responding or addressing to these complaints, including, but not limited to, responding to a Yorkville complainant's location, whether to conduct or assist with information

gathering, or visiting the offending property to address the complaint with the property owner, as circumstances warrant. The Parties recognize that neither party may cite a property owner residing in the corporate boundaries of the other for a noise complaint or other local ordinance violation, and that the appropriate jurisdiction must be the citing entity, if a citation is reasonably deemed to be appropriate. In the event that Yorkville is the primary responding agency to a civil or criminal issue on the offending property due to mutual aid response protocol or through management discretion, Oswego and Yorkville agree to consider negotiated reimbursement of Yorkville's costs to respond to the property to address the complaint within a reasonable amount of time after the response. This paragraph should not be read to limit either jurisdiction from responding to serious emergencies or the provision of suitable mutual aid, and instead serves as guidelines for non-life-threatening violations.

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, 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 or not permitted 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.

5. **THIRD PARTY ANNEXATIONS**

Upon a third party's attempt to effectuate a voluntary or involuntary annexation to have territory annexed which annexation would have the effect of changing the boundaries established under this Agreement, each municipality may consider such annexation and not oppose such annexation, only where a mutual agreement between the parties hereto, in the form of a written amendment to this Agreement as provided in Section 15 is reached. Where a mutual written agreement is not reached, Oswego and Yorkville shall actively oppose any attempt to effectuate any voluntary or involuntary annexation by any third party.

6. **STATUTORY OBJECTION**

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, special use permits or other land use proposals that have been presented to the corporate authorities of Kendall County, so long as the property for which the proposed rezoning, special use or other land use proposal is located in the area assigned to that objecting municipality by the terms of this Agreement.

In the event that either municipality's authority to assert a statutory objection to proposed rezonings, special use permits, 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 the municipality located within one and one-half miles of said property hereby transfers its authority to the other municipality. Both municipalities shall reasonably cooperate in any subsequent actions which are necessary to complete this transfer of authority. In the event this transfer of authority is determined to be invalid, then the putative transferor municipality shall cooperate with the transferee municipality to file such objection on behalf of the transferee municipality.

7. **ANNEXATION OF ROADWAYS**

(a) If the Boundary Line depicted on EXHIBIT A 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, 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 (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, the roadway shall be deemed to be located within the municipality that first annexes its respective territory adjacent to the roadway. The Boundary Line 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, 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) Each municipality requires that prior to authorizing the reasonable use of roadway right-of-way described in Section 8(b) above the entity performing the proposed work shall be bonded and insured in accordance with the authorizing municipalities' applicable requirements, ordinances and/or regulations and shall name the authorizing municipality as an additional insured on its public liability insurance policy.

(d) 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 road maintenance, police and other municipal services, including capital improvements, to roadways that are located on the Boundary Line.

(e) Acquisition of right-of-way which is adjacent and adjoining the Boundary Line roadway for roadway and utility purposes to widen the Boundary Line roadway shall not be considered an encroachment on the respective assigned territories.

8. **FACILITIES PLANNING AREA MODIFICATIONS**

(a) YORKVILLE shall not object to or otherwise contest a request to amend OSWEGO's Facilities Planning Area to add territory to OSWEGO's Facility Planning Area (or the Fox Metro FPA for the benefit of Oswego), including territory currently within YORKVILLE's Facilities Planning Area which is on OSWEGO's side of the Boundary Line.

(b) OSWEGO shall not object to or otherwise contest a request to amend the YORKVILLE Facilities Planning Area to add territory to YORKVILLE's Facility Planning Area (or any Sanitary District's FPA for the benefit of Yorkville), including territory currently within OSWEGO's Facilities Planning Area which is on YORKVILLE's side of the Boundary Line.

(c) If the Illinois Environmental Protection Agency (IEPA) eliminates FPAs for designating service areas for sewer providers at some point after the approval of this Agreement, each party agrees not to provide sewer or water service to any person or entity on the other party's side of the Boundary Line and over which the other party has jurisdiction, without the written consent of the other party.

~~(d) It is recognized that Oswego currently has an application on file to create an FPA. A portion of the territory described in such FPA application is on the Yorkville side of the Boundary Line. If such FPA is approved, Oswego shall not object to the transfer of such portion of the~~

~~territory to the Yorkville and/or any FPA upon a written request by either Yorkville or any Sanitary District. Oswego may, in its discretion, eliminate that territory from its FPA.~~

9.- **WAIVER OF ANNEXATION CHALLENGES**

Each municipality 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 areas as depicted in **EXHIBIT A**. 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.

10. **LAND PLANNING**

The parties agree to direct their respective professional planning staffs to meet and confer about land use and development so as to promote and control economic and land development that favors both parties. Nothing in this paragraph shall require both parties to agree to any specific type of land use or development within that area as depicted on **EXHIBIT A**, but the parties are to use their best efforts to keep each other informed of land use and development plans in that area.

11. **CONTRIBUTIONS TO OTHER DISTRICTS**

Both Oswego and Yorkville shall be fair and equitable in assessing fees for the benefit of other taxing districts being mindful of the spirit of intergovernmental cooperation. Fees paid for the applicable taxing districts affected by this Agreement shall be as set by Resolution adopted by the municipal Board or Council for the subject real property in which the parcel of real property being developed is located.

12. **WELLS AND WATER**

The Illinois State Water Survey has predicted that the existing eight (8) wells Oswego currently utilizes from a deep sandstone aquifer will be depleted in the future due to increased demand. Similarly, the United City of Yorkville is facing the same challenges with its current five (5) deep well water supply resource. Therefore, the Village of Oswego and the United City of Yorkville ~~entered into a joint Feasibility Study to Receive Lake Michigan Water Via the~~ have joined the DuPage Water Commission WaterLink Project, which upon completion will provide Lake Michigan water to both Yorkville and Oswego (“study”) in September 2018 to determine a regional plan to access a reliable non-well water supply that will meet the increased demand generated by future population and development anticipated in both municipalities. It is anticipated all future water sourcing from both municipalities will come from Lake Michigan.

13. **OPEN SPACE**

The Village of Oswego and the United City of Yorkville recognize the need to preserve open space for the enjoyment of their citizens and agree to cooperate with each other and other agencies including the Kendall County Forest Preserve, any Park District, State or Federal agency to set aside open space in areas along the boundary where feasible. This, however, does not obligate either municipality to change their comprehensive/development plans or any current or future annexation/development agreements.

14. **EFFECT OF AGREEMENT ON OTHER MUNICIPALITIES**

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

15. **AMENDMENT OF AGREEMENT**

Neither OSWEGO nor YORKVILLE shall either directly or indirectly seek any amendments or modification to this Agreement or to have this Agreement declared null, void or

invalid, and this Agreement shall remain in full force and effect until amended or modified by the mutual written agreement of the corporate authorities of both municipalities.

16. **DURATION OF AGREEMENT**

This Agreement shall be in full force and effect until February 1, 2042. The term of this Agreement may be extended, renewed or revised by the mutual written agreement of the corporate authorities of both municipalities.

17. **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 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 ordinances authorizing the execution and performance of this Agreement.

18. **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 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.

19. **CAUSES BEYOND CONTROL**

No party to this Agreement shall be liable to another for failure, default or delay in performing any of its obligations hereunder, in case such failure, default or delay in performing any of its obligations specified herein is caused by strikes; by forces of nature; unavoidable accident; fire; acts of public enemy; or order of court. Should any of the foregoing occur, the parties hereto agree to

proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.

20. **ENFORCEMENT**

Any dispute between the parties to this Agreement or any dispute regarding the interpretation of the terms of this Agreement shall be resolved by an arbitrator selected by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

(1) Within five (5) business days after the appointment of an arbitrator, the parties shall submit a written memorandum stating their position. Within three (3) business days after receipt of the written memorandum, the parties shall submit a written response. The arbitrator shall then within ten (10) business days thereafter issue its decision.

(2) The party requesting the arbitration shall be solely responsible for the cost of filing the arbitration, with each party paying its own attorney's fees. Upon ruling of the arbitrator, the non-prevailing party shall be responsible for any cost associated with filing the arbitration.

The Circuit Court of the County where the property at issue is situated shall enforce any decision made pursuant to this arbitration provision.

21. **NOTICES**

Any notice required by this Agreement shall be in writing and shall be served by certified mail, return receipt requested, addressed to the municipal clerk or chief administrative officer of the receiving party. Notices shall be deemed served on the fourth day following mailing.

22. **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.

23. **AGENCY**

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

24. **COMPLETE AGREEMENT**

This Agreement sets forth the complete understanding between OSWEGO and YORKVILLE relating to the terms hereof and any amendment hereto to be effective must be in writing and duly authorized and signed by both parties.

25. **SEVERABILITY**

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 to be severable.

26. **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.

27. **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 Kendall County Recorder and others as their interest may appear.

28. **EFFECTIVE DATE**

This Agreement shall be in full force and effect after its passage, approval and publication as required by law.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers hereunto 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 OSWEGO
Kendall and Will Counties, Illinois,
an Illinois Municipal Corporation

ATTEST: (Seal)

By: _____
Village President

Village Clerk

UNITED CITY OF YORKVILLE
Kendall County, Illinois,
an Illinois Municipal Corporation

ATTEST: (Seal)

By: _____
Mayor

City Clerk