

STATE OF ILLINOIS)
) ss.
COUNTY OF KENDALL)

Above Space for Recorder's Use Only

JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE CITY OF PLANO AND THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

This Jurisdictional Boundary Line Agreement by and between the City of Plano, Kendall County, Illinois a non-home rule municipal corporation (“*Plano*”) by virtue of the laws of the State of Illinois, and the United City of Yorkville, Kendall County, Illinois a non-home rule municipal corporation (“*Yorkville*”) by virtue of the laws of the State of Illinois dated this ____ day of _____, 2019.

WITNESSETH:

WHEREAS, Plano and Yorkville recognize that the unincorporated lands lying between their current municipal boundaries provide unusual growth opportunities for their respective communities; and,

WHEREAS, Plano and Yorkville are aware of the fact that the opportunities for development in said unincorporated area will be accompanied by increased demands for transportation services, governmental police power services, utilities services, and other municipal services and the resulting financial commitments to meet such additional services; and,

WHEREAS, in order to plan for the demands which occur with development, Plano and Yorkville entered into a Jurisdictional Boundary Line Agreement in 1999 which established an agreed “*Jurisdictional Boundary Line*” between the cities and included such other measures as deemed to be in the best interests of their respective communities; and,

WHEREAS, the Corporate Authorities of Plano and Yorkville desire to extend its Jurisdictional Boundary Line Agreement as hereinafter set forth, in order to provide for the orderly development of the unincorporated areas lying between their municipalities and continue the spirit of cooperation between both communities which has existed since 1999; and,

WHEREAS, Plano and Yorkville further recognize that planning for the development of the unincorporated land lying between their municipal boundaries must include provisions for open space preservation, flood control, population density, joint operation of public facilities, ecological and economic impact, and multi-purpose uses; and,

WHEREAS, Plano and Yorkville and their respective citizens may be affected by potential development and the issues development presents and therefore believe it to be in their best interest that municipal boundaries and areas of municipal authority between their respective municipalities be established in order to plan effectively and efficiently for development between their communities and the conservation of the available resources for their respective residents without influences from developers or political factions; and,

WHEREAS, Plano and Yorkville 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, and pursuant to the terms and provisions of Section 5/11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9).

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between Plano and Yorkville as follows:

1. That Plano shall have jurisdiction west of a certain boundary line and Yorkville shall have jurisdiction east of a certain boundary line as depicted on the map attached hereto as Exhibit A (the “*Jurisdictional Boundary Line*”) and legally described on Exhibit B, which is attached hereto, both of which are incorporated herein. In the event of a variance in the legal description and the boundary map, the legal description shall take precedence. During the term of this Agreement, each municipality agrees to the immediate disconnection and shall not object to the disconnection of such territory which may lay beyond the Jurisdictional Boundary Line as described on *Exhibits A and B*, whether said disconnection be by petition of the land owner, court action or otherwise.

2. Plano and Yorkville agree not to annex, zone or perform any other act as authorized by law involving territory lying within the jurisdiction of the other municipality.

3. In the event that Plano or Yorkville is better able to provide municipal water or sewer service to a particular parcel of land lying outside its City limits, and annexed or to be annexed to the other City (as to Plano, a parcel lying West of the Jurisdictional Boundary Line, and as to Yorkville, a parcel lying East of the Jurisdictional Boundary Line), the municipality better able to provide service, shall not refuse service simply because the parcel is not within its City limits and shall not require annexation, but shall, subject to availability and capacity, allow connection to and service from its utility system, subject at all times to the ordinances, fees and charges (uniformly applied) applicable to the providing of service to lands outside of the municipality.

4. The Jurisdictional Boundary Line between Plano and Yorkville, for municipal government planning, subdivision control and municipal purposes shall be as described in Exhibits A and B and all future annexations by the corporate authorities of both Cities shall be adopted in conformance with the provisions of this Agreement.

5. Except by agreement as to utility service as provided in Paragraph 3 of this Agreement and except upon the subsequent joint written agreement, duly authorized by the Corporate Authorities of both Cities, Plano and Yorkville hereby agree that they shall not act to annex or exercise any zoning authority or subdivision control authority beyond the Jurisdictional Boundary Line as established in this Agreement; provided, however, it is understood that 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 rezoning or proposed land use within one and one-half (1 ½) miles of its corporate limits. Each City further agrees that it will actively oppose any attempt to effectuate an involuntary annexation to its respective municipality which annexation would have the effect of changing the Jurisdictional Boundary Line established under this Agreement.

6. Plano and Yorkville had originally agreed that Yorkville was (and remains) responsible to use its own funds or funds from a third-party such as developers through recapture agreements to equalize the \$3,400,000 expended by Plano for improvements to Eldamain Road. Pursuant to an intergovernmental agreement executed in 2011 among Plano, Yorkville and Kendall County (the "IGA"), Kendall County agreed to bring Eldamain Road under its jurisdiction and made roadway improvements costing \$6,300,000 for that portion of the roadway from the Menards Distribution Center to Galena Road. The parties agreed to equally share the cost of \$6,300,000 which cost was to be paid through recapture

agreements from future municipal developments. It was determined in the IGA that Plano was required to assess \$34.85 per lineal foot for a total of 11,290 lineal feet in order to pay \$400,000 being its share of \$2,100,000 for the improvements made by Kendall County, reduced by \$1,700,000 for the amounts already expended by it for improvements to Eldamain Road and Yorkville was to assess \$336.59 per lineal foot for a total of 11,468 lineal feet in order to recapture a total of \$1,700,000 as expended by Plano and \$2,100,000 of its share of the cost to further improvement Eldamain Road for a total of approximately \$3,800,000 . The parties hereto confirm that as of the date hereof, the respective obligations of the cities hereinabove set forth remain outstanding.

7. It is agreed that neither Plano nor Yorkville shall either directly or indirectly seek any modification of this Agreement through court action and that this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities.

8. 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 provision and to this end the provisions of this Agreement are to be severable.

9. This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the cities and recorded with the Kendall County Recorder.

10. This Agreement shall be in full force and effect from and after its adoption and execution by Plano and Yorkville and shall continue in full force and effect for a period of twenty (20) years. The term of this Agreement may be extended, renewed or revised at the end of the initial term or extended terms hereof by further agreement of the municipalities.

11. The parties deem each clause, paragraph and undertaking herein to be severable and the application of this Agreement to any individual landowners to likewise be severable. Therefore, the parties agree that in the event any clause, paragraph or undertaking is deemed invalid or unconstitutional, or in the event the application of this Agreement to any landowner is deemed invalid or unconstitutional or otherwise unenforceable, such invalidity, unconstitutionality or unenforceability shall not affect the other undertakings made herein by the parties, and the rest of the Agreement and its application to landowners shall remain in full force and effect.

IN WITNESS WHEREOF the City of Plano and the United City of Yorkville have caused this Jurisdictional Boundary Line Agreement to be executed by their respective Mayor and attested by their respective City Clerk, pursuant to Ordinances adopted by each municipality authorizing the execution of this Jurisdictional.

City of Plano

By: _____
Mayor

Attest:

City Clerk

United City of Yorkville

By: _____
Mayor

Attest:

City Clerk