

EXHIBIT A

AN INTERGOVERNMENTAL COOPERATIVE PLANNING AND BOUNDARY AGREEMENT BETWEEN THE VILLAGE OF ELWOOD AND THE CITY OF JOLIET

This Agreement made and entered into this _____ day of _____, 2025, by and between the Village of Elwood, Will County, Illinois, an Illinois Home Rule Municipal Corporation and the City of Joliet, Will and Kendall Counties, Illinois, a Home Rule Illinois Municipal Corporation.

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 the respective 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 not prohibited to them by law or ordinance; and

WHEREAS, corporate authorities of municipalities may exercise, in their business or proprietary capacity, extraterritorial powers, such as the power to contract; 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, the Village of Elwood (hereinafter “Elwood”) and the City of Joliet (“Joliet”) are home rule units of government and have all the powers conferred upon them pursuant to Section 6, Article VII, of the Constitution of the State of Illinois, 1970; and

WHEREAS, Elwood and Joliet have adopted official comprehensive plans controlling the development of that unincorporated territory; and

WHEREAS, developments underway or in various stages of planning are creating growth and joint utility opportunities in and near the unincorporated territory; and

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

WHEREAS, Elwood and Joliet 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 multi-purpose developments are ever-increasing both in number and complexity; and

WHEREAS, Elwood and Joliet and their respective citizens are virtually 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, Elwood and Joliet have determined that there exists a need and desire to provide for logical municipal boundaries and areas of municipal authority between their respective communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS, Elwood and Joliet, 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 boundaries; and

WHEREAS, Elwood and Joliet have determined that the observance of the boundary line in future annexations by the two municipalities will serve the best interests of the two communities; and

WHEREAS, Elwood and Joliet 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, Elwood and Joliet agree that the purpose of the Boundary Agreement is to, among other things, establish a Boundary Line (as defined herein) between the respective municipalities that prevents certain actions on the other municipality's side of the Boundary Line and is not an exercise of sovereign authority; and

WHEREAS, Elwood and Joliet have authorized the execution of this Agreement as an exercise of their statutory powers, home rule powers, extraterritorial powers to contract in their respective business or proprietary capacities and as an exercise of the

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intergovernmental cooperation authority under the Constitution and laws of the State of Illinois; and

WHEREAS, Elwood and Joliet have each provided notice, by publication and posting, of their intent to adopt this Agreement in full compliance with Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9).

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

1. INCORPORATION OF PREAMBLE

Elwood and Joliet 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 paragraph one.

2. BOUNDARY LINE

Elwood and Joliet 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 depicted on the map attached hereto as ATTACHMENT A further described in ATTACHMENT B both of which are hereby incorporated herein and made a part of this Agreement. ATTACHMENT A will be referred to in the Agreement as the "Boundary Map" and the line separating the assigned areas of municipal jurisdiction, as legally describe in ATTACHMENT B, will be referred to as the "Boundary Line."

3. JURISDICTION

(a) With respect to property located within the area designated (as depicted on ATTACHMENT A) to Elwood, Joliet 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 the property located within the area designated (as depicted on ATTACHMENT A) to Joliet, Elwood 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, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

(c) Elwood and Joliet agree that if any landowner, contract purchaser or developer proposes to develop land in the other party's designated area by annexing to a third municipality or under County ordinances, nothing in this Agreement shall prevent Elwood or Joliet from opposing by any means the development including, but not limited

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to, opposing the annexation, zoning, subdivision, site development, building and/or occupancy permit(s).

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. 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, 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 ordinances and also other developments or uses of land which are made subject to either municipality's subdivision regulations by law or ordinance.

5. THIRD PARTY ANNEXATIONS

Upon a third party's attempt to effectuate a voluntary or involuntary annexation to have territory annexed to either municipality which annexation would have the effect of changing the boundaries established under this Agreement, each municipality shall consider such annexation and not oppose such annexation only where a mutual agreement between the municipalities may be reached. Where a mutual agreement may not be reached, each municipality shall actively oppose any attempt to effectuate any voluntary or involuntary annexation which would have the effect of changing the boundaries established under this Agreement.

6. ANNEXATION OF ROADWAYS

(a) If the boundary line depicted on ATTACHMENT 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 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, then the roadway shall be deemed to be located within the municipality to which the roadway has been annexed either by ordinance or by the 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

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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 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 the roadway right-of-way described in paragraph six (b) the entity performing the proposed work shall be bonded and insured in accordance with the authorizing municipality's applicable requirements, ordinances and/or regulations.

(d) The parties recognize that 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. FACILITIES PLANNING AREA MODIFICATIONS

(a) Elwood shall not object to or otherwise contest a request to amend the Joliet Facilities Planning Area to add territory within Joliet's designated area as depicted in ATTACHMENT A. Elwood further agrees not to make any requests, formal or informal, to any third party for that third party to challenge the validity of Joliet's past, current, or future annexations within its designated area.

(b) Joliet shall not object to or otherwise contest a request to amend the Elwood Facilities Planning Area to add territory within Elwood's designated area as depicted in ATTACHMENT A. Joliet further agrees not to make any requests, formal or informal, to any third party for that third party to challenge the validity of Elwood's past, current, or future annexations within its designated area.

8. WAIVER OF ANNEXATION CHALLENGES

(a) Elwood agrees that it waives any right to challenge or otherwise contest the validity of any annexation Joliet has effected, is effecting, or will effect in the future for the territory located within Joliet's designated area as depicted in ATTACHMENT A. Elwood further agrees not to make any requests, formal or informal, to any third party

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for that third party to challenge the validity of Joliet's past, current, or future annexations within its designated area.

(b) Joliet agrees that it waives any right to challenge or otherwise contest the validity of any annexation Elwood has effected, is effecting, or will effect in the future for the territory located within Elwood's designated area as depicted in **ATTACHMENT A**. Joliet further agrees not to make any requests, formal or informal, to any third party for that third party to challenge the validity of Elwood's past, current, or future annexations within its designated area.

9. EFFECT OF AGREEMENT ON OTHER MUNICIPALITIES

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

10. AMENDMENT OF AGREEMENT

Neither Elwood nor Joliet shall either directly or indirectly seek any modifications 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.

11. DURATION OF AGREEMENT

This Agreement shall be in full force and effect for a period of 20 years from the date hereof. The term stated herein may be extended, renewed or revised at the end of the initial or extended term thereof by the mutual agreement of the corporate authorities of both municipalities.

12. INVALIDITY

In any term or provision of this Agreement or the application thereof to any person or persons shall to any extent be invalid or unenforceable as finally determined by any court of competent jurisdiction, this Agreement may, at the option of either party, be canceled and terminated, and all obligations, undertakings, and liabilities of the parties hereto shall thereupon automatically be terminated, released, and discharged.

13. 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, that it has obtained all necessary voter approvals, and that the performance hereto by each will not be in contravention of any

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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. Joliet shall save and hold harmless Elwood and its officers, employees, representatives, and agents from any and all claims, suits, and judgments, including litigation expense and attorneys' fees, relating to the authority, propriety, or appropriateness of Joliet executing or performing this Agreement, or the ownership and operation by Joliet of its wastewater collection systems and Elwood shall save and hold harmless Joliet and its officers, employees, representatives, and agents from any and all claims, suits, and judgments, including litigation expense and attorneys' fees, relating to the authority, propriety, or appropriateness of Elwood executing or performing this Agreement, or the ownership and operation by Elwood of its wastewater collection systems.

14. 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.

15. 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, other than for the payment of money obligations specified herein, 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; fires; acts of public enemy; interference by civil authorities; passage of laws; orders of court adoption of rules by a public body having jurisdiction; ordinances, decisions, orders or regulations of any government or military body or agency, office, or commission having jurisdiction, delays in receipt of materials which been timely ordered and which are beyond the control of the party ordering the same, or any other cause, whether of similar nature, not within the control of the party affected and which, by the exercise of due diligence, such party is unable to prevent to overcome. 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. Neither party shall incur any liability to the other for consequential or other damages which may result from delays in initiating service or interruptions or other malfunctions of service.

16. ENFORCEMENT

This Agreement shall be enforceable through any appropriate action at law or in equity, including but not limited to mandamus and actions for specific performance. No action may be brought to enforce this Agreement unless the party seeking enforcement first notifies the other party in writing of the nature of the alleged breach, the specific

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action required to remedy the breach and the amount of time reasonably required to attain compliance, but not less than fifteen (15) days. The parties shall bear their own expenses related to the enforcement of this Agreement.

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

18. RESERVATION OF RIGHTS

Nothing in this Agreement is intended to confer a benefit or right of enforcement upon a third party. Further, both municipalities specifically reserve all rights, privileges, and immunities upon them by law.

19. AGENCY

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

20. COMPLETE AGREEMENT

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

21. 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.

22. 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.

23. PUBLICATION AND RECORDING

This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be certified as to the adoption by the municipal clerk of each

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municipality, made available in the office of each municipal clerk, published by the representative municipalities and recorded or filed with the Will County Recorder and others as their interest may appear.

24. EFFECTIVE DATE

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

(intentionally blank)

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IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers thereunto 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 ELWOOD

Will County, Illinois, an Illinois Home
Rule Municipal Corporation

ATTEST: (Seal)

By: _____
Village President

Village Clerk

CITY OF JOLIET

Will County, Illinois, an Illinois Home
Rule Municipal Corporation

ATTEST: (Seal)

By: _____
City Mayor

City Clerk

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LIST OF ATTACHMENTS

ATTACHMENT A	Boundary Map
ATTACHMENT B	Legal Description

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ATTACHMENT A
BOUNDARY MAP

EXHIBIT A

ATTACHMENT B

LEGAL DESCRIPTION