

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
PLAINFIELD AND THE CITY OF NAPERVILLE  
TO ESTABLISH A BOUNDARY LINE**

**THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PLAINFIELD AND THE CITY OF NAPERVILLE, (hereinafter “Boundary Agreement”),** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Village of Plainfield, Will and Kendall Counties, Illinois and the City of Naperville, DuPage and Will Counties, Illinois.

**RECITALS**

A. The Village of Plainfield (hereinafter “**Plainfield**”), and the City of Naperville (hereinafter “**Naperville**”), are units of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois. Plainfield and Naperville are together hereinafter referred to as the “Parties” or “municipalities”, and sometimes individually as “Party” or “municipality”.

B. 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.

C. The Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), authorizes units of local government 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.

D. Plainfield and Naperville are both home rule units of local government under the laws and Constitution of the State of Illinois and are acting in the exercise of their home rule authority in entering into this Boundary Agreement.

E. 65 ILCS 5/11-12-9 provides that: “If unincorporated territory is within one and one-half miles of the boundaries of two or more corporate authorities that have adopted official plans, the corporate authorities involved may agree upon a line which shall mark the boundaries of the jurisdiction of each of the corporate authorities who have adopted such agreement”.

F. Unincorporated territory lies within one and one-half miles of the boundaries of Plainfield and Naperville.

G. A prior boundary agreement between the Parties expired on February 18, 2017. The corporate authorities of Plainfield and the corporate authorities of Naperville have, after due investigation and consideration, determined to enter into a new Boundary Agreement as set forth herein.

H. Plainfield and Naperville 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 the growth management and potential development between their municipalities.

**NOW. THEREFORE**, in consideration of the foregoing Recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the Parties hereto stipulate, and subject to the terms and conditions set forth herein, the Parties hereby agree as follows:

**Section 1. Incorporation of Recitals.** The Recitals set forth above are incorporated herein by reference as substantive provisions of this Boundary Agreement.

**Section 2. Jurisdictional Boundary Line.** Plainfield and Naperville agree that in the unincorporated area lying between the two municipalities, the boundary line (hereinafter “Boundary Line”) for land use planning, official map purposes, zoning, subdivision control and annexation of unincorporated territory shall be as depicted upon the map attached hereto and made part hereof as **Exhibit A** and as legally described on **Exhibit B**. That portion of the unincorporated territory lying south of said Boundary Line shall be within the Plainfield boundary area (“**Plainfield Boundary Area**”) as shown on **Exhibit A**. That portion of the unincorporated territory lying north of said Boundary Line shall be within the Naperville boundary area (“**Naperville Boundary Area**”) as shown on **Exhibit A**.

The term “**Boundary Area**” or “**Boundary Areas**” shall be used to reference either Naperville’s Boundary Area, Plainfield’s Boundary Area, or both Boundary Areas, as context dictates. Where the term “property” or “territory” is used herein, it refers to real property.

**Section 3. Annexation.**

3.1 Each municipality agrees not to annex any territory located in the other municipality’s Boundary Area as shown on **Exhibit A** and as legally described on **Exhibit B**.

3.2 Each municipality agrees to take all reasonable and applicable actions to oppose any involuntary or court-controlled annexation proceedings by property owners who propose to annex territory within either municipality’s Boundary Area in a manner inconsistent with this Boundary Agreement.

3.3 Each municipality hereby agrees that it 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 such other municipality’s Boundary Area.

3.4 Each municipality hereby agrees not to solicit or otherwise make any requests, formal or informal, to any third party for that third party to encourage the disconnection from the other municipality of land within the other municipality’s Boundary Area or to challenge the validity of the other municipality’s past, current, or future annexations within such other municipality’s Boundary Area.

**Section 4. Statutory Zoning Objections.** This Boundary Agreement shall not be construed to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezonings within one and one-half (1 ½) miles of its corporate limits.

**Section 5. Police and Fire Jurisdiction.** The Parties recognize that the Boundary Line will in some areas run to the middle of certain streets, and that police and fire jurisdiction in such cases can be difficult without intergovernmental cooperation. Both Parties agree that their police and fire jurisdiction shall extend to the middle of any such streets unless otherwise specified in an intergovernmental police and/or fire service agreement, but further agree to carefully consider and work toward such an intergovernmental agreement which fairly assigns police and fire service between themselves and/or any appropriate fire protection district, in the safest and most efficient way reasonably possible.

**Section 6. Ownership of Property.** Each municipality represents that as of the date of execution of this Boundary Agreement, it does not own any real property on the other municipality's side of the Boundary Line, nor has it entered into any pending purchase agreements for any such property. Further, each municipality agrees not to purchase or acquire by eminent domain any real property within the other municipality's Boundary Area.

**Section 7. Road work.**

7.1 After the property north of 119<sup>th</sup> Street (adjacent to the Boundary Line) as depicted on Exhibit A is annexed to the City of Naperville, Naperville shall reconstruct, and/or require the developer to reconstruct, 119<sup>th</sup> Street, with a three-lane cross section that is in compliance with Naperville's Standard Specifications, after this property is annexed by Naperville. Reconstruction shall begin no later than five years after development has started within said property.

7.2 As to 119<sup>th</sup> Street (west of the Boundary Line) and Route 59 (south of the Boundary Line), Plainfield shall reconstruct, and/or require the developer to reconstruct, 119<sup>th</sup> Street, with a three-lane cross section that is in compliance with Plainfield's Standard Specification, after this property is annexed. Reconstruction shall begin no later than five years after development has started within said property. Plainfield will work with IDOT and the developer to facilitate the required Route 59 improvements at the time the adjacent property is developed.

7.3 Route 59 & Champion Drive – Proposed Traffic Signal. As to the proposed traffic signal at Route 59 and Champion Drive, Naperville and Plainfield recognize that IDOT has included the installation of a new traffic signal and related roadway improvements at this location within its future capital improvement plan (hereinafter "Traffic Signal Improvements"). Naperville and Plainfield agree to provide letters of support and to consider conveyance of public property to IDOT that may be needed for the installation of said Traffic Signal Improvements. As it is anticipated that IDOT will be the lead agency and provide the majority of the funding for this project, Naperville and Plainfield agree to assist with the funding of the design and construction of the Traffic Signal Improvements subject to funding availability and subject to Board and City Council approval. If Naperville or Plainfield receives any developer funds from property that is undeveloped as of the Effective Date of this Agreement which are specifically designated to be

utilized for the Traffic Signal Improvements, said funding will be utilized to support this project as a whole and any remaining costs will be split evenly between Plainfield and Naperville subject to the funding and approval contingencies described above.

**Section 8. Implementation/No Objection to Provision of Utility Services within Boundary Areas.**

8.1 The Parties hereto agree to cooperate to the fullest extent possible and to take all steps reasonably practicable to achieve any appropriate modification of the postal service boundary, the CMAP and Illinois EPA Facility Planning Areas, the local access telephone service area code, and the Emergency 911 telephone service area, so that they conform to the Boundary Areas defined in this Boundary Agreement.

8.2 Plainfield agrees that whether or not the current Facility Planning Areas are modified by the Illinois Environmental Protection Agency to reflect the Boundary Areas described in this Boundary Agreement, Naperville shall have the right to issue utility permits, including but not limited to electricity and water and wastewater permits (hereinafter "Permits") for any property located within the Naperville Boundary Area once that property is annexed to Naperville, and to provide utility services thereto, including but not limited to electric and water and wastewater services (hereinafter "Utility Services"). Plainfield further agrees that at no time shall it object to the issuance of such Permits or to the provision of Utility Services by Naperville to any property annexed to Naperville which is located within the Naperville Boundary Area even if said property is within Plainfield's Facility Planning Area.

8.3 Naperville agrees that whether or not the current Facility Planning Areas are modified by the Illinois Environmental Protection Agency to reflect the Boundary Areas described in this Boundary Agreement, Plainfield shall have the right to issue utility permits, including but not limited to electricity and water and wastewater permits (hereinafter "Permits") for any property located within the Plainfield Boundary Area once that property is annexed to Plainfield, and to provide utility services thereto, including but not limited to electric and water and wastewater services (hereinafter "Utility Services") thereto. Naperville further agrees that at no time shall it object to the issuance of such Permits or to the provision of such Utility Services to any property annexed to Plainfield which is located within the Plainfield Boundary Area even if said property is within Naperville's Facility Planning Area.

8.4 Each of the provisions set forth in this Section 8 shall survive the expiration of this Boundary Agreement.

**Section 9. Interconnection Agreement.** Naperville and Plainfield agree to maintain the existing water main interconnection. Both communities agree to update the existing Intergovernmental Agreement, dated August 10<sup>th</sup>, 2001, within the next two years. If an updated Intergovernmental Agreement is not approved within the next two years, the existing water connection will remain until an agreement can be reached by both communities.

**Section 10. Binding Effect.** This Boundary Agreement shall be binding upon the Parties hereto and their successors and assigns and shall apply only to the legal relationship between Plainfield and Naperville.

**Section 11. Amendment.** Neither Plainfield or Naperville shall directly or indirectly seek any modification of this Boundary Agreement through court action and this Boundary Agreement shall remain in full force and effect until amended by the mutual agreement of both Plainfield and Naperville.

**Section 12. Partial Invalidity.** If any provision of this Boundary Agreement is declared invalid for any reason, such invalidation shall not affect other provisions of this Boundary Agreement which can be given effect without the invalid provisions, and to this end the provisions of this Boundary Agreement are deemed to be severable.

**Section 13. Term.** This Boundary Agreement shall be in full force and effect for a period of twenty (20) years from and after the Effective Date described in Section 16 hereof.

**Section 14. Hold Harmless.** Each Party hereto agrees that it shall not seek damages of any kind against the other Party related to the subject matter of this Agreement.

**Section 15. Illinois Law.** This Boundary Agreement shall be construed in accordance with the laws of the State of Illinois.

**Section 16. Recordation/Effective Date.** When fully executed by the Parties hereto, this Boundary Agreement, along with certified copies of ordinances passed by Plainfield and Naperville approving the same, shall be recorded with the Will County Recorder. The effective date ("**Effective Date**") of this Boundary Agreement shall be the date it is recorded with the Will County Recorder.

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

/Signatures on Following Pages/

**VILLAGE OF PLAINFIELD**

\_\_\_\_\_  
Michael P. Collins  
Village President

**Attest**

By: \_\_\_\_\_  
Michelle Gibas, RMC/CMC  
Village Clerk

Date: \_\_\_\_\_

**CITY OF NAPERVILLE**

\_\_\_\_\_  
Steve Chirico  
Mayor

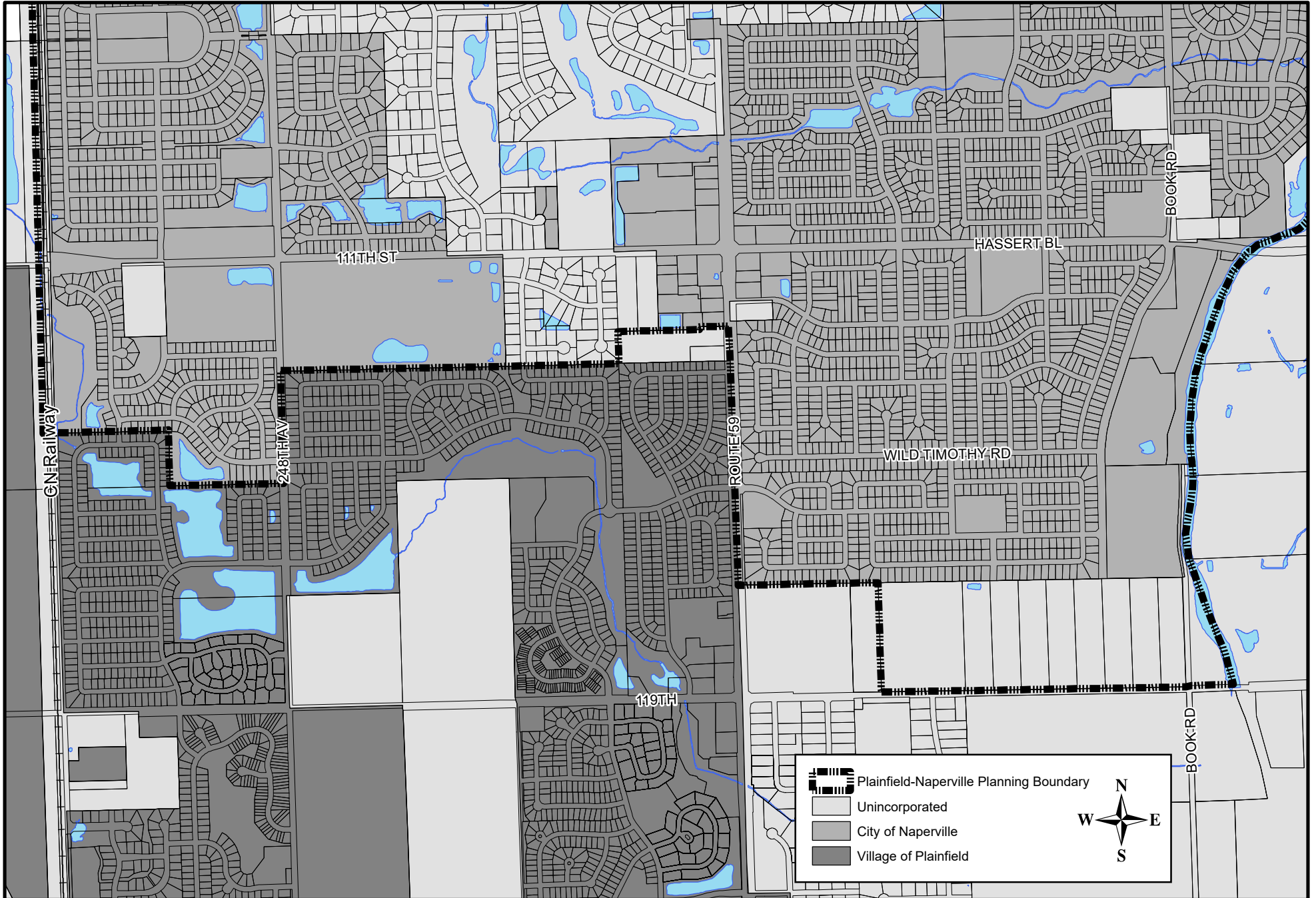
**Attest**

By: \_\_\_\_\_  
Pam Gallahue, Ph.D., City Clerk

Date: \_\_\_\_\_

# EXHIBIT A

## PLAINFIELD-NAPERVILLE PLANNING BOUNDARY





# EXHIBIT B

A LINE THAT TRAVERSES THE NORTHEAST QUARTER OF SECTION 20, THE NORTHWEST AND NORTHEAST QUARTER OF SECTION 21, THE SOUTHWEST QUARTER OF SECTION 22, THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 27 AND THE NORTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID LINE DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF CENTURY TRACE UNIT 4D SUBDIVISION RECORDED AS DOCUMENT R2003-044559, SAID CORNER BEING ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 20; THENCE EASTERLY ALONG THE NORTH LINE OF SAID UNIT 4D SUBDIVISION TO THE NORTHEAST CORNER THEREOF ON A WEST LINE OF ASHWOOD CREEK UNIT 1 SUBDIVISION RECORDED AS DOCUMENT R2004-196971; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID UNIT 4D SUBDIVISION AND ALONG THE WEST LINE SAID UNIT 1 SUBDIVISION TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20, BEING COINCIDENT WITH THE SOUTH LINE OF SAID UNIT 1 SUBDIVISION; THENCE EASTERLY ALONG SAID SOUTH LINES TO THE SOUTHEAST CORNER OF NORTHEAST QUARTER OF SECTION 20, BEING COINCIDENT WITH THE SOUTHEAST CORNER OF SAID UNIT 1 SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 20, BEING THE APPROXIMATE CENTERLINE OF 248<sup>TH</sup> AVENUE TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, BEING COINCIDENT WITH THE NORTHWEST CORNER OF CENTURY TRACE UNIT 1 SUBDIVISION RECORDED AS DOCUMENT R2000-065228; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 21 AND THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, BEING COINCIDENT WITH THE NORTH LINE OF CENTURY TRACE UNIT 1 SUBDIVISION AND THE NORTH LINE OF THE CROSSINGS AT WOLF CREEK UNIT 3 SUBDIVISION RECORDED AS DOCUMENT R2004-175607 TO THE NORTHWEST CORNER OF CHAMPION CREEK UNIT 1 SUBDIVISION RECORDED AS DOCUMENT R97-088605, BEING COINCIDENT WITH THE SOUTHEAST CORNER OF WHEATLAND HIGHLANDS UNIT 1 SUBDIVISION RECORDED AS DOCUMENT R78-029123; THENCE NORTHERLY ALONG THE EAST LINE OF SAID WHEATLAND HIGHLANDS UNIT 1 SUBDIVISION TO THE SOUTH LINE OF THE NORTH 941 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE EASTERLY ALONG SAID SOUTH LINE AND ALONG THE SOUTH LINE OF NAPERVILLE HERITAGE CROSSING SUBDIVISION RECORDED AS DOCUMENT R2000-080271 TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21 ; THENCE SOUTHERLY ALONG SAID EAST LINE, BEING THE APPROXIMATE CENTERLINE OF ILLINOIS ROUTE 59, TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 22, SAID NORTHWEST CORNER BEING

COINCIDENT WITH THE SOUTHWEST CORNER OF SOUTH POINTE UNIT 1 SUBDIVISION RECORDED AS DOCUMENT R2001-025504; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 22 ,ALONG THE SOUTH LINE OF SAID SOUTH POINTE UNIT 1 SUBDIVISION AND ALONG THE SOUTH LINE OF SOUTH POINTE UNIT 2 SUBDIVISION RECORDED AS DOCUMENT R2002-025504 TO THE EAST LINE OF THE WEST 325.81 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTH RIGHT OF WAY LINE OF 119<sup>TH</sup> STREET, ALSO KNOWN AS FERGUSON ROAD, SAID SOUTH RIGHT OF WAY LINE FALLING IN THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE THROUGH THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SAID SECTION 27 AND THE NORTHWEST QUARTER OF SAID SECTION 26 TO A POINT OF TERMINUS OF THE HEREIN DESCRIBED LINE, SAID POINT OF TERMINUS BEING AT THE CENTERLINE OF THE DUPAGE RIVER, ALL IN WILL COUNTY, ILLINOIS.