

Item #3:

Res. Approving Boundary Agreement With Hawthorn Woods

VILLAGE OF LONG GROVE
RESOLUTION NO. 2016-R-__

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF THE FIRST AMENDMENT TO INTERGOVERNMENTAL
BOUNDARY AGREEMENT WITH THE VILLAGE OF HAWTHORN WOODS**

WHEREAS, the Illinois Constitution, Illinois Cooperation Act (5 ILCS 220/1 *et seq.*), 65 ILCS 5/11-12-9, and other applicable authority encourage intergovernmental cooperation and authorize municipalities to enter into jurisdictional boundary agreements; and

WHEREAS, the Village of Long Grove ("**Long Grove**") and the Village of Hawthorn Woods ("**Hawthorn Woods**") previously entered into an Intergovernmental Boundary Agreement dated September 12, 1996 ("**Original Agreement**"); and

WHEREAS, the Original Agreement was approved for a term of 20 years and will expire on September 12, 2016; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of Long Grove and its residents to extend the term of the Original Agreement for an additional 20 years; and

WHEREAS, in furtherance thereof, Long Grove and Hawthorn Woods desire to enter into a First Amendment to Intergovernmental Jurisdictional Boundary Line Agreement ("**Amendment**") in substantially the form set forth as Exhibit A to this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE. Recitals. The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as findings of the President and Board of Trustees of the Village of Long Grove.

SECTION TWO. Approval and Execution. The Amendment by and between Long Grove and Hawthorn Woods in substantially the form attached to this Resolution as **Exhibit A** and in a final form acceptable to the Village Attorney, is hereby approved. The Village President and the Village Clerk are hereby authorized and directed to execute and attest the Amendment on behalf of Long Grove.

SECTION THREE. Recordation. The Village Clerk shall be, and is hereby, authorized and directed to record the Amendment on behalf of Long Grove upon receipt of a signed Amendment from Hawthorn Woods, and after its execution by the Village President and Village Clerk.

SECTION FOUR. Effective Date. This Resolution shall be in full force and effect upon its passage by the President and Board of Trustees of the Village of Long Grove in the manner required by law.

PASSED this 26th day of April, 2016 as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 26th day of April, 2016.

Angela Underwood, Village President

ATTEST:

Heidi Locker-Scheer, Village Clerk

EXHIBIT A

**AMENDMENT TO INTERGOVERNMENTAL
JURISDICTIONAL BOUNDARY LINE AGREEMENT**

DRAFT

FIRST AMENDMENT TO INTERGOVERNMENTAL JURISDICTIONAL

BOUNDARY LINE AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT (the "FIRST AMENDMENT") is made and entered into this ____ day of _____, 2016, by and between the Village of Hawthorn Woods, Lake County, Illinois ("HAWTHORN WOODS") and the Village of Long Grove, Lake County, Illinois ("LONG GROVE"); HAWTHORN WOODS and LONG GROVE sometimes herein collectively referred to as the "PARTIES";

WITNESSETH

WHEREAS, HAWTHORN WOODS and LONG GROVE have, as an exercise of their intergovernmental cooperation authority under the Constitution and statutes of the State of Illinois and their authority to enter into jurisdictional boundary agreements pursuant to 65 ILCS 5/11-12-9, previously entered into an Intergovernmental Jurisdictional Boundary Line Agreement, dated September 12, 1996 (the "ORIGINAL AGREEMENT"), a copy of said ORIGINAL AGREEMENT being attached hereto as **Exhibit A**; and

WHEREAS, HAWTHORN WOODS and LONG GROVE now desire to extend the ORIGINAL AGREEMENT through an amendment.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I

INCORPORATION OF RECITALS

The PARTIES hereby confirm the truth and validity of their respective representations and recitations set forth in the foregoing recitals and do further acknowledge that they are material to this FIRST AMENDMENT. Such recitals are hereby incorporated into and made a part of this FIRST AMENDMENT as though they were fully set forth in this Article I.

ARTICLE II

INTEGRATION OF AGREEMENT

The provisions of this FIRST AMENDMENT shall be deemed by the PARTIES to be fully integrated into the ORIGINAL AGREEMENT. The ORIGINAL AGREEMENT shall remain in full force and effect except to the extent that it is expressly modified by the terms of this FIRST AMENDMENT. Should any provision of the ORIGINAL AGREEMENT conflict with any provision of this FIRST AMENDMENT, the provisions of this FIRST AMENDMENT shall control.

Terms capitalized in this FIRST AMENDMENT and not otherwise defined herein shall have the meanings ascribed to those terms in the ORIGINAL AGREEMENT. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this FIRST AMENDMENT and, to the extent such terms are also defined terms in the ORIGINAL AGREEMENT, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the ORIGINAL AGREEMENT.

ARTICLE III

AMENDMENT OF SECTION II OF ORIGINAL AGREEMENT

SECTION II of the ORIGINAL AGREEMENT is hereby amended by deleting in its entirety and in lieu thereof, the following language shall be substituted:

"II. Duration: This Agreement shall remain in full force and effect until September 12, 2036."

ARTICLE IV

EFFECTIVE DATE

The effective date of this FIRST AMENDMENT shall be September 11, 2016.

DRAFT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

VILLAGE OF HAWTHORN WOODS

By: _____
Its: Mayor

ATTEST:

Village Clerk

VILLAGE OF LONG GROVE

By: _____
Its: President

ATTEST:

Village Clerk

DRAFT

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Mancino, Mayor of the Village of Hawthorn Woods, and Donna Lobaito, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own 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 _____ day of _____, 2016.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Angie Underwood, President of the Village of Long Grove, and Heidi Locker-Scheer, 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 day in person and acknowledged that they signed and delivered the said instrument, as their own 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 _____ day of _____, 2016.

Notary Public

EXHIBIT A
ORIGINAL AGREEMENT

**AN ORDINANCE
APPROVING EXECUTION OF AN AGREEMENT WITH THE
VILLAGE OF HAWTHORN WOODS**

96-O-14

WHEREAS, the VILLAGES of HAWTHORN WOODS ("HAWTHORN WOODS") and LONG GROVE ("LONG GROVE") share very similar municipal zoning and planning philosophies; and

WHEREAS, the Villages enjoy a community of interest in planning and zoning property in proximity to their borders; and

WHEREAS, the Villages desire to cement their positive relationship through an intergovernmental agreement to establish a boundary line; and

WHEREAS, the Illinois Constitution and Intergovernmental Cooperation Act, as well as **65 ILCS 5/11-12-9**, permit and encourage intergovernmental agreements; and

WHEREAS, HAWTHORN WOODS and LONG GROVE have both adopted comprehensive plans which demarcate zoning and land uses permitted within certain unincorporated areas which are located within one and one-half miles of both Villages, including those areas situated between the Villages and covered by this Agreement; and

WHEREAS, in arriving at this Agreement, the Villages have given due consideration to the natural flow of storm water drainage and have to the extent practical included single tracts having common ownership within the jurisdiction of one

corporate authority;

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Long Grove, Lake County, Illinois, as follows:

SECTION I: The agreement attached hereto as Exhibit A between LONG GROVE and HAWTHORN WOODS is hereby accepted and approved.

SECTION II: The Village President is authorized and directed to sign the agreement and the Village Clerk is authorized and directed to attest to the signature.

SECTION III: This ordinance shall be in full force and effect from and after its passage, approval, and publication, as provided by law.

Passed by the Corporate Authorities on August 27, 1996, on a roll call vote as follows:

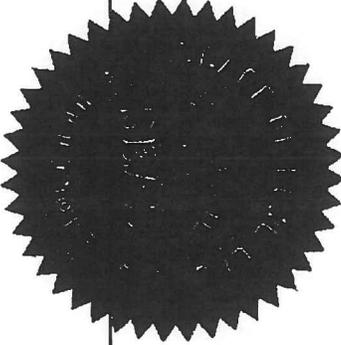
AYES TRUSTEES BARRY, BOENS, MONROE, POCHOPAN, RODRIGUEZ, PRES. SIMMONS

NAYS 0

ABSENT TRUSTEE HOAK

Draft August 20, 1996

Approved by the Village President on August 27, 1996.


Lenore J. Simmons
Lenore J. Simmons
Village President

Cydrey Weisberg
Cydrey Weisberg
Village Clerk

Published in pamphlet form by authority of the Board of Trustees on August 27,
1996.

Cydrey Weisberg
Cydrey Weisberg
Village Clerk

Draft August 20, 1996

EXHIBIT A AGREEMENT

LHWA347

96-O-14

HAWTHORN WOODS-LONG GROVE INTERGOVERNMENTAL BOUNDARY AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of ~~September~~ 1996, by and between the VILLAGE OF HAWTHORN WOODS ("HAWTHORN WOODS"), an Illinois municipal corporation, and the VILLAGE OF LONG GROVE, an Illinois municipal corporation, ("LONG GROVE"),

WHEREAS, HAWTHORN WOODS and LONG GROVE share very similar municipal zoning and planning philosophies; and

WHEREAS, the Villages enjoy a community of interest in planning and zoning property in proximity to their borders; and

WHEREAS, the Villages desire to cement their positive relationship through an intergovernmental agreement to establish a boundary line; and

WHEREAS, the Illinois Constitution and Intergovernmental Cooperation Act, as well as 65 ILCS 5/11-12-9, permit and encourage intergovernmental agreements; and

WHEREAS, HAWTHORN WOODS and LONG GROVE have both adopted comprehensive plans which demarcate zoning and land uses permitted within certain unincorporated areas which are located within one and one-half miles of both Villages, including those areas situated between the Villages and covered by this Agreement; and

WHEREAS, in arriving at this Agreement, the Villages have given due

consideration to the natural flow of storm water drainage and have to the extent practical included single tracts having common ownership within the jurisdiction of one corporate authority; and

WHEREAS, duly certified copies of this Agreement shall be filed with the Lake County Recorder of Deeds and shall be on file with the Village Clerks of each Village;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, and in the exercise of their respective powers and authority under the intergovernmental cooperation provisions of Article VIII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., 65 ILCS 5/11-12-9, and other applicable authority, HAWTHORN WOODS and LONG GROVE hereby agree as follows:

- I. Recitals: The foregoing recitals are by this reference incorporated herein as substantive provisions of this Agreement.
- II. Duration: This Agreement shall remain in full force and effect for 20 years from the effective date of this Agreement.
- III. Boundary Line Established: The HAWTHORN WOODS-LONG GROVE JURISDICTIONAL BOUNDARY LINE ("Line"), as graphically depicted on Exhibit A, is hereby created for the purpose of establishing the respective jurisdictions of HAWTHORN WOODS and LONG GROVE for land use planning, official map purposes, subdivision control and annexation of unincorporated territory, all as hereinafter provided. That portion of the unincorporated territory lying west of

said boundary line shall be within the HAWTHORN WOODS jurisdictional area. That portion of the unincorporated territory lying east of said boundary line shall be within the LONG GROVE jurisdictional area.

- A. HAWTHORN WOODS shall not exercise any jurisdiction over any territory lying easterly of the Line.
- B. LONG GROVE shall not exercise any jurisdiction over any territory lying westerly of the Line.
- C. HAWTHORN WOODS agrees that it shall not exercise or attempt to exercise or enforce any subdivision control, comprehensive plan or official map jurisdiction within the LONG GROVE jurisdictional area.
- D. LONG GROVE agrees that it shall not exercise or attempt to exercise or enforce any subdivision control, comprehensive plan or official map jurisdiction within the HAWTHORN WOODS jurisdictional area.
- E. Both HAWTHORN WOODS and LONG GROVE 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, except as expressly provided hereinafter, the parties agree not to annex any territory to either of their respective municipalities which is located in the other municipality's jurisdictional area.

F. HAWTHORN WOODS and LONG GROVE acknowledge that the boundary line established hereinabove runs along the centerline of certain highways and that, pursuant to 65 ILCS 5/7-1-1, the annexation of any territory adjacent to any highway not already within the corporate limits of any other municipality automatically extends the boundaries of the annexing municipality to the far side of the adjacent highway. HAWTHORN WOODS and LONG GROVE shall each enjoy the full power provided by law to annex any territory lying within its own respective jurisdictional area, and to the extent that the provisions of 65 ILCS 5/7-1-1 would result in the automatic annexation of any portion of a highway lying within the other municipality's jurisdictional area, the provisions of this Agreement shall not bar such annexation.

G. Notwithstanding the foregoing, either Village shall not be prohibited from annexing territory within the jurisdictional area of the other Village if said other Village gives its prior written consent thereto. Such consent shall be wholly discretionary, and may be conditioned upon receipt of such consideration, including but not limited to payment and/or the undertaking of public improvements and/or other work by the annexing Village, as said other Village deems appropriate.

IV. Violative Annexation Void: The Villages agree that any annexation which is adopted by either Village which purports to annex territory which is located in

the jurisdictional area of the other Village, except pursuant to Paragraphs III F. and G. of this Agreement, shall be null and void and of no force or effect.

- V. Rights and Remedies: This Agreement may be enforced by either party by an action at law or in equity, and the parties agree that this Agreement may be enforced by injunctive relief, as an action for damages alone will not provide adequate relief for the breach thereof.
- VI. Recordation. LONG GROVE shall cause this Agreement to be recorded with the Recorder of Deeds for Lake County, Illinois.
- VII. Effective Date: This Agreement shall become effective after each Village adopts an ordinance approving this Agreement and the Agreement is thereafter duly executed by the Presidents and Clerks of the Villages.
- VIII. Mutual Defense. The Villages agree to vigorously jointly defend the terms of this Agreement against any claim or challenge made by any party in any forum. Such agreement to defend includes, without limiting the breadth and generality of the foregoing sentence, the defense against any claim by any person or entity that the actions taken in this Agreement were or are improper or are outside the scope of the Villages' powers or authority.
- IX. Filing: Each Village Clerk of each Village shall maintain on file a duly-executed copy of this Agreement.
- X. Modifications or Amendments. No modification, amendment, change, or addition to this Agreement shall be binding upon the Villages unless reduced to

writing and approved and executed by the Villages.

- XI. Binding Effect. All rights, interests, privileges, and benefits herein granted and conveyed and all burdens hereby imposed and shall be binding upon and inure to the benefit of the parties hereto, and their respective grantees, successors, assigns, and legal representatives.
- XII. Attorneys' Fees. In the event of litigation to enforce the terms of this Agreement or otherwise relating to this Agreement, the Village who substantially prevails shall be entitled to an award of reasonable attorneys' fees against the other Village.
- XIII. No Assignment. This Agreement shall not be assigned by either Village, unless approved by both Villages.
- XIV. Entire Agreement. This Agreement sets forth all of the agreements, conditions, and understandings between the Villages hereto concerning the Line and there are no covenants, promises, agreements, conditions, or understandings heretofore made, either oral or written, between them other than as set forth herein.
- XV. No Waiver. Any act or omission by a Village that may constitute a waiver of one of its rights under this Agreement shall not constitute or be deemed to be a waiver of any other right that said Village has or may have in the future under this Agreement.

IN WITNESS WHEREOF, the Villages hereto have caused this instrument to be

duly authorized, executed, and delivered by their proper representatives as of the day, month, and year first written above.

DRAFT August 21, 1996

VILLAGE OF HAWTHORN WOODS

By: John T. Clery
John T. Clery
Acting Village President

ATTEST:

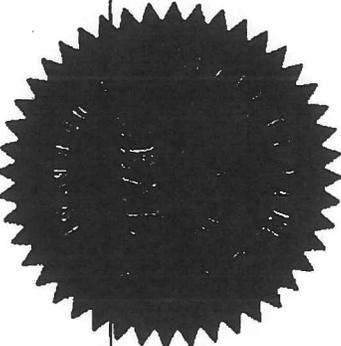
[Signature]
Deputy Village Clerk



DRAFT August 21, 1996

VILLAGE OF LONG GROVE

By: Lenore J. Simmons
Lenore J. Simmons
Village President

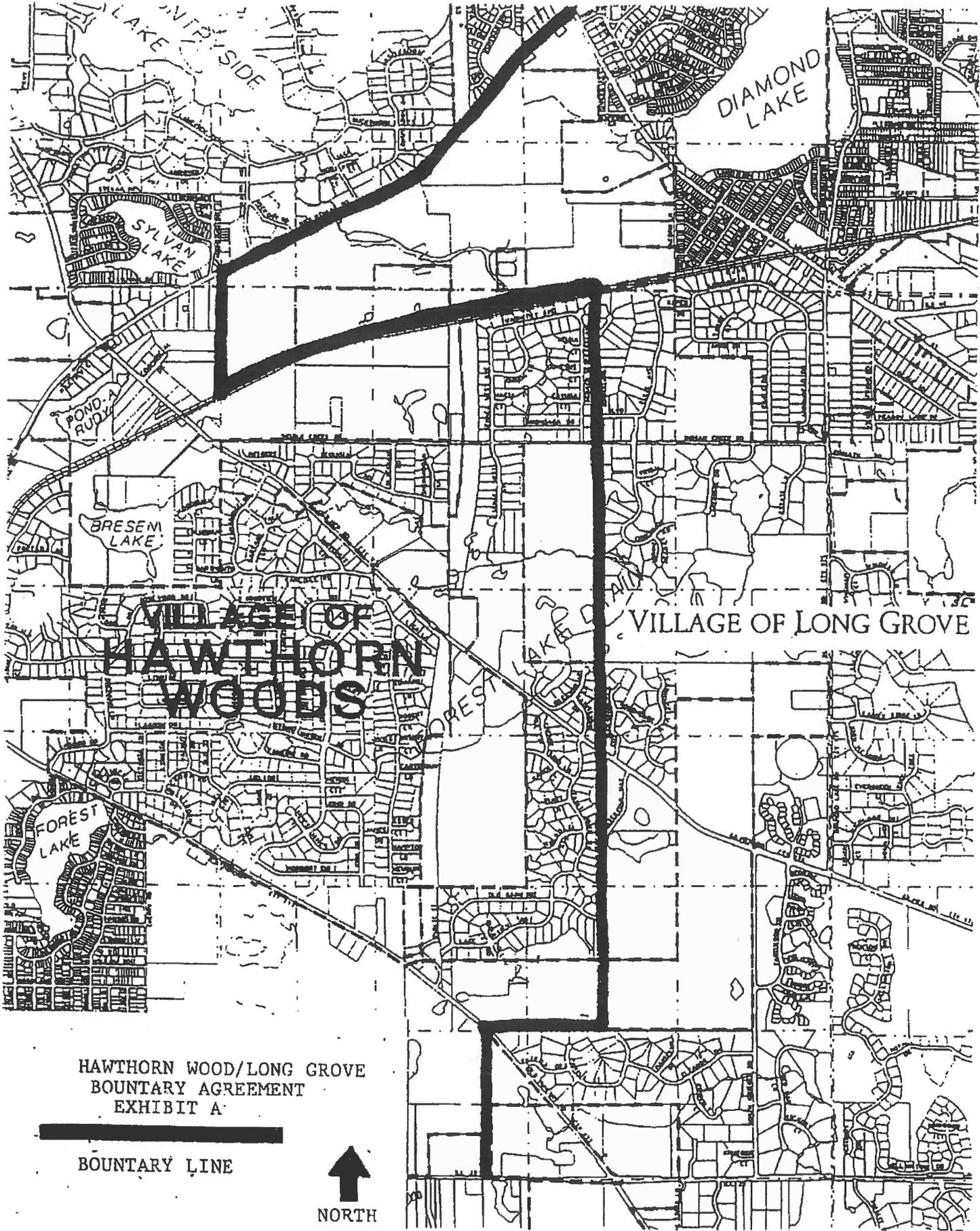


Cydney Weisberg
Cydney Weisberg
Village Clerk

DRAFT August 21, 1996

Exhibit A
HAWTHORN WOODS-LONG GROVE
JURISDICTIONAL BOUNDARY LINE

LONGLGHW85



HAWTHORN WOOD/LONG GROVE
BOUNDARY AGREEMENT
EXHIBIT A



BOUNDARY LINE



NORTH



VILLAGE OF LONG GROVE

SEP 9 1996

COPY

3871667

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATE

CYDNEY WEISBERG, being first duly sworn on oath deposes and says that she is the Clerk of the Village of Long Grove, Illinois and the keeper of the papers, documents and records of said Village; that the foregoing is a true and correct copy of a certain Ordinance adopted by the President and Board of Trustees of the Village of Long Grove at their regular meeting held at the office

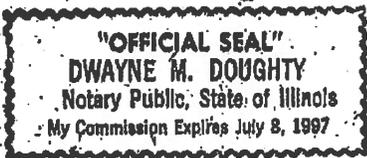
of the Village on the 27th day of AUGUST 1996

ORDINANCE NO: 96-0-1A

Cydney Weisberg
Cydney Weisberg

Subscribed and sworn to before me this 27th day of AUGUST 1996

Dwayne M. Doughty
NOTARY PUBLIC



3110 RFD • LONG GROVE, ILLINOIS 60047-9635
(708) 634-9440 Fax: (708) 634-9408

D.M. "Cal" Doughty, Village Manager