

ORDINANCE 010-- 322-01

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FIXING THE EXTRATERRITORIAL BOUNDARIES FOR PURPOSES OF ANNEXATION BETWEEN THE CITY OF LOVES PARK, ILLINOIS, AND THE VILLAGE OF TIMBERLANE, ILLINOIS

WHEREAS, the Village of Timberlane did cause to be executed on the 18th day of November, 2010, a document with the City of Loves Park entitled: "Intergovernmental Agreement Fixing the Extraterritorial Boundaries for the Purposes of Annexation Between the City of Loves Park, Illinois, A Municipal Corporation and the Village of Timberlane, Illinois, A Municipal Corporation".

NOW THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Timberlane, Boone County, Illinois that:

Section 1. The President and Village Board of Trustees hereby adopts the "Intergovernmental Agreement Fixing the Extraterritorial Boundaries for Purposes of Annexation Between the City of Loves Park, Illinois and the Village of Timberlane, Illinois", and authorizes the President of the Board of Trustees to execute same, a copy of which is attached hereto and marked as "Exhibit A".


Section 2. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Adopted by the Board of Trustees of the Village of Timberlane, Illinois this 18th day of November, 2010.

Approved by me this 18th day of November, 2010.



Stephen M. Rapp, Village President

Attest: 

Debra K. Marner, Village Clerk

Trustees Voting:

Aye: 5

Nay: 0

Absent: 1

**INTERGOVERNMENTAL AGREEMENT FIXING THE EXTRATERRITORIAL
BOUNDARIES FOR PURPOSES OF ANNEXATION BETWEEN THE
CITY OF LOVES PARK, ILLINOIS, A MUNICIPAL CORPORATION
AND
THE VILLAGE OF TIMBERLANE, ILLINOIS, A MUNICIPAL CORPORATION**

THIS AGREEMENT ("Agreement") made this 18 day of NOVEMBER, 20 10, by and between the Village of Timberlane, Illinois, a municipal corporation, and the City of Loves Park, Illinois, a municipal corporation;

WITNESSETH:

WHEREAS, *Illinois Compiled Statutes*, Chapter 65, Section 5/11-12-5 provides for the exercise of certain municipal powers within the contiguous unincorporated territory extending one and one-half miles beyond the municipal limits of said municipality; and

WHEREAS, certain portions of such territories are, at times, within the jurisdiction of one or more municipalities; and

WHEREAS, *Illinois Compiled Statutes*, Chapter 65, Section 5/11-12-9, grants corporate authorities having official plans the authority to agree upon a boundary line for the jurisdiction of each of the corporate authorities over unincorporated territory within one and one-half miles of their boundaries; and

WHEREAS, as units of local government, the Village of Timberlane and the City of Loves Park are authorized by Article VII, Section 10a of the Illinois Constitution of 1970 and by the Intergovernmental Cooperation Act to contract or otherwise associate among themselves and with individuals, associations or corporations in any manner not prohibited by law or ordinance using their credit, revenues and other resources to pay costs and service debts related to intergovernmental activities; and

WHEREAS, the Village of Timberlane and the City of Loves Park wish to enter into an agreement which would establish a jurisdictional boundary for the exercise of extraterritorial power over development in unincorporated areas and create limits beyond which the municipalities would agree not to annex; and

WHEREAS, The Village of Timberlane and the City of Loves Park have considered the natural flow of storm water drainage, the ownership of property in the area and the efficient provision of public services.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the sufficiency of which is acknowledged, it is hereby agreed as follows:

1. The Village of Timberlane and the City of Loves Park agree to jointly adopt the extraterritorial limits shown on the attached Exhibit "A" and titled "Village of Timberlane and City of Loves Park Extraterritorial Boundary Line" and incorporated by reference herein, pursuant to *Illinois Compiled Statutes*, Chapter 65, Section 5/11-12-9.

2. The Village of Timberlane agrees, for the term of this Agreement, not to annex territory located in Boone County generally west of the extraterritorial boundary shown on Exhibit "A". Conversely, the City of Loves Park agrees, for the term of this Agreement, not to annex territory located in Boone County generally east of that boundary.

3. In the event areas less than 60 acres bounded entirely by the corporate limits of the parties to this Agreement are found to exist, with some territory lying on each side of the extraterritorial limits hereby established, the parties to this Agreement hereby agree to jointly pass the appropriate ordinances to annex these areas pursuant to *Illinois Compiled Statutes* Chapter 65, Section 5/7-1-13, with each party annexing that part of the territory on its side of the extraterritorial limits.


4. The Village of Timberlane and the City of Loves Park agree that neither municipality will exercise any zoning authority, or subdivision control authority beyond the extraterritorial boundary established by this Agreement and shown on Exhibit "A".


5. This Agreement shall remain in full force and effect for a period of 20 years after its effective date, unless mutually amended, modified, or rescinded. This agreement may be terminated by either party upon written notice to the other party of a material default in the performance of any provision hereof and failure of the allegedly defaulting party to take substantial actions to correct the default within 60 days of the receipt of the written notice.

6. That upon passage, approval and adoption of this Agreement, by ordinances of the Village of Timberlane and the City of Loves Park, a certified copy of each ordinance and a copy of the Extraterritorial Boundary Map shall be filed with the Recorder of Boone County, as per the provisions of *Illinois Compiled Statutes*, Chapter 65, Section 5/11-12-9.


IN WITNESS WHEREOF, the Village of Timberlane has caused this Agreement to be executed, in duplicate, in its name, by its President and its Corporate Seal to be hereto affixed and to be attested to by its Village Clerk, pursuant to ordinance duly and legally adopted by its Board of Trustees, all at the day and date first above written and; the City of Loves Park has caused this Agreement to be executed, in duplicate, in its name, by its Mayor, and its Corporate Seal to be hereto affixed and to be attested to by its City Clerk, pursuant to ordinance duly and legally adopted by its City Council, all at the day and date first above written.

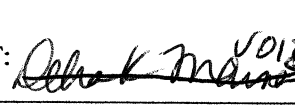
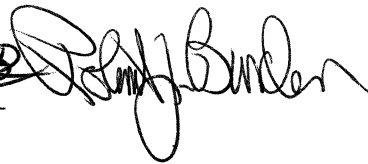
VILLAGE OF TIMBERLANE,
a municipal Corporation,

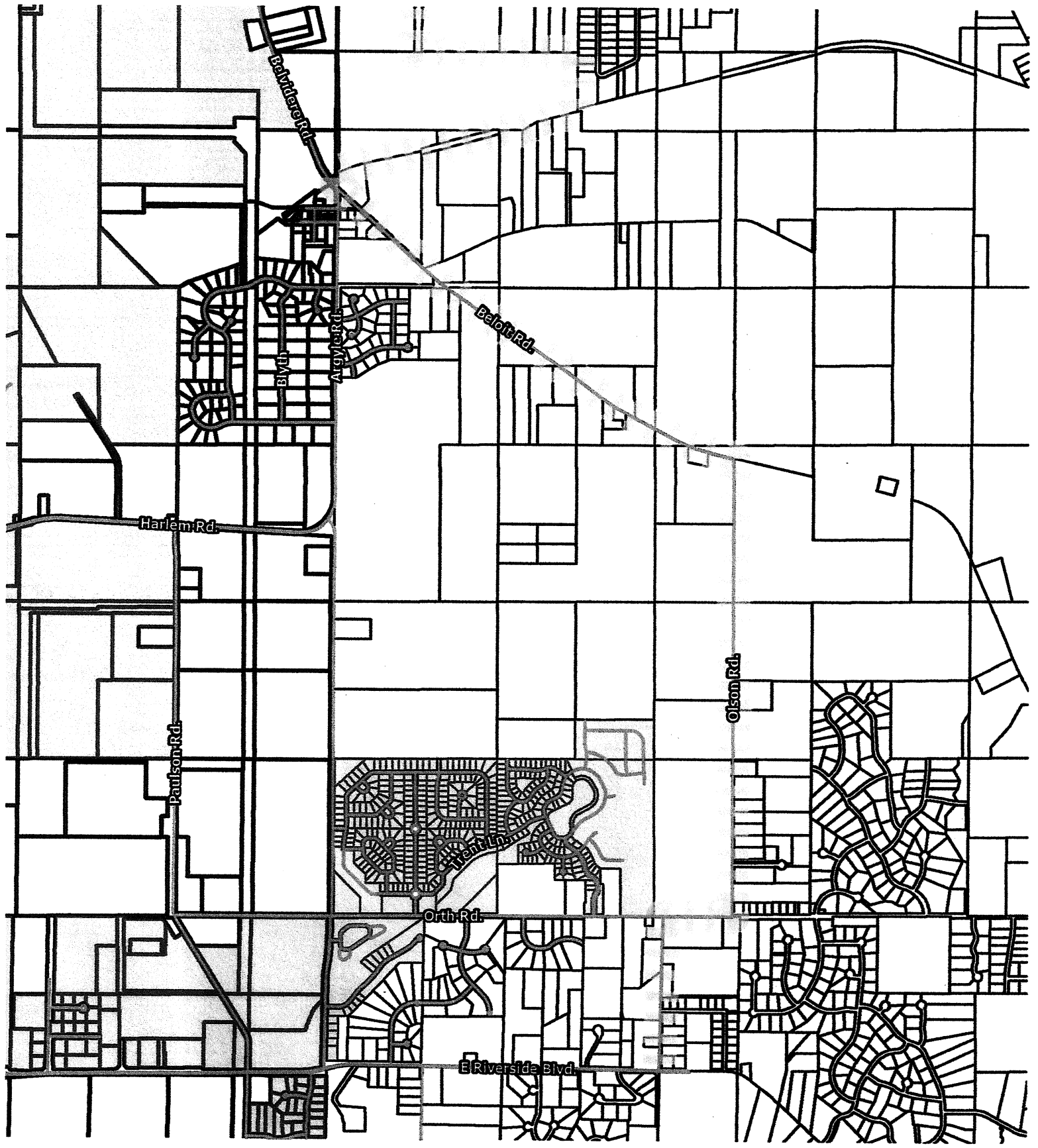
BY: 
Its President

ATTEST: 
Village Clerk

CITY of LOVES PARK,
a municipal Corporation,

BY: 
Its Mayor

ATTEST:  
City Clerk



Baldrice Rd

Beloff Rd

Harlem Rd

Paulson Rd

Olsen Rd

Orth Rd

Riverside Blvd

Blyth

Argyle

Wentworth

EXHIBIT A

Village of Timberlane and City of Loves Park Extraterritorial Boundary Line

Legal Description:

A line establishing the limits of the Extraterritorial Boundaries for Purposes of Annexation between the City of Loves Park, Illinois, a Municipal Corporation and the Village of Timberlane, Illinois, a Municipal Corporation, said line beginning at the Southeast corner of the Northeast Quarter of Section 6, Township 44 North, Range 3 East of the Third Principal Meridian and terminating at the point of intersection of the centerline of Belvidere Road (County Highway No. 25) with the North line of Section 24, Township 45 North, Range 2 East of the Third Principal Meridian, said line being described as follows, to-wit: Beginning at the Southeast corner of the Northeast Quarter of Section 6, Township 44 North, Range 3 East of the Third Principal Meridian; thence North, along the East line of said Section 6, to the South line of Section 32, Township 45 North, Range 3 East of the Third Principal Meridian; thence East, along the South line of said Section 32, to the Southeast corner of the West Half of the Southwest Quarter of said Section 32; thence North, along the East line of the West Half of the Southwest Quarter of said Section 32, to the Southeast corner of the West Half of the Northwest Quarter of said Section 32; thence North, along the East line of the West Half of the Northwest Quarter of said Section 32, to the Southeast corner of the West Half of the Southwest Quarter of Section 29, Township 45 North, Range 3 East of the Third Principal Meridian; thence North, along the East line of the West Half of the Southwest Quarter of said Section 29, to the centerline of Beloit Road; thence Northwesterly, along the centerline of said Beloit Road to the West line of Section 19, Township 45 North, Range 3 East of the Third Principal Meridian; thence Northwesterly, along the centerline of Belvidere Road (County Highway No. 25), to its intersection with the centerline of the Kenosha Division of the Chicago and Northwestern Railroad (now removed); thence Northeasterly, along the centerline of said Kenosha Division of the Chicago and Northwestern Railroad (now removed), to the West line of the Northeast Quarter of the Southwest Quarter of Section 19, Township 45 North, Range 3 East of the Third Principal Meridian; thence South, along the West line of the Northeast Quarter of the Southwest Quarter of said Section 19, a distance of 51.73 feet to a line which is 50.0 feet perpendicularly distant South from and parallel with the said centerline of the former Kenosha Division of the Chicago and Northwestern Railroad (now removed); thence Northeasterly, along aforesaid line, to the East line of the Southwest Quarter of said Section 19; thence North, along the East line of the Southwest Quarter of said Section 19, a distance of 51.73 feet to the centerline of aforesaid Railroad; thence Northeasterly, along the centerline of aforesaid railroad, 92.05 feet to the South line of the Northeast Quarter of said Section 19; thence East, along the South line of the Northeast Quarter of said Section 19, a distance of 484.24 feet to its intersection with a line which is 1897.50 feet East from (as measured along the North line of the Southeast Quarter of the Northwest Quarter of said Section 19 and along the North line of the Southwest Quarter of the Northeast Quarter of said Section 19) and parallel with the West line of the Southeast Quarter of the Northwest Quarter of said Section 19; thence North, along aforesaid line, 124.16 feet to the centerline of said former Kenosha Division of the

EXHIBIT A

Chicago and Northwestern Railroad (now removed); thence Northeasterly, along said centerline, 772.63 feet to the East line of the Southwest Quarter of the Northeast Quarter of said Section 19; thence North, along the East line of the Southwest Quarter of the Northeast Quarter of said Section 19, a distance of 1007.34 feet to its intersection with the North line of the Southwest Quarter of the Northeast Quarter of said Section 19; thence West, along the North line of the Southwest Quarter of the Northwest Quarter and the North line of the Southeast Quarter of the Northwest Quarter of said Section 19, a distance of 2645.76 feet to the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 19; thence North, along the East line of the Southwest Quarter of the Northwest Quarter of said Section 19, a distance of 3.87 feet to the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 19; thence West, along the North line of the Southwest Quarter of the Northwest Quarter of said Section 19, a distance of 115.50 feet; thence North along a line which intersects the North line of the Northwest Quarter of said Section 19, at a point 123.00 feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 19, a distance of 1109.88 feet; thence Northwesterly, a distance of 290.40 feet to a point on the North line of the Northwest Quarter of said Section 19, which point is 329.58 feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 19; thence West, along the North line of the Northwest Quarter of said Section 19, a distance of 1114.08 feet to the Northwest corner of said Section 19; thence North, along the East line of aforesaid Section 24, a distance of 10.56 feet to the Northeast corner of Section 24, Township 45 North, Range 2 East of the Third Principal Meridian; thence West, along the North line of said Section 24, to the centerline of said Belvidere Road (County Highway No. 25) and the point of termination of said line. Situated in the Counties of Boone and Winnebago, State of Illinois.

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held by the Village of Timberlane Board of Trustees on November 18, 2010 at 7:00 pm in the Village Hall at 2940 Charleston Ct., Timberlane, Illinois (mailing address: PO Box 56, Caledonia, IL 61011). The subject of the Public Hearing is a proposed 20 year Boundary Agreement with the City of Loves Park. The Boundary Agreement established a mapped territorial jurisdictional boundary of both municipalities. The mapped boundary is generally described as:

A LINE BEGINNING AT THE CENTER OF THE INTERSECTION OF EAST RIVERSIDE BLVD. AND OLSON ROAD, EXTENDING NORTH TO THE INTERSECTION OF OLSON ROAD AND ORTH ROAD, EXTENDING EAST TO THE INTERSECTION OF ORTH ROAD AND OLSON ROAD, EXTENDING NORTH ALONG THE CENTER LINE OF OLSON ROAD TO THE INTERSECTION OF OLSON ROAD AND BELOIT ROAD, EXTENDING NORTH-WEST ALONG THE CENTER LINE OF BELOIT ROAD TO THE INTERSECTION OF ARGYLE ROAD AND BELVIDERE ROAD, EXTENDING NORTHERLY ALONG THE CENTER LINE OF BELVIDERE ROAD NORTH OF KELLY ROAD, THENCE CONFORMING TO A BOUNDARY AGREEMENT LINE PREVIOUSLY ADOPTED BETWEEN THE CITY OF LOVES PARK AND THE VILLAGE OF CALEDONIA AND TERMINATES AT THE INTERSECTION OF BELVIDERE ROAD AND STATE HIGHWAY 173.

Said Agreement, entire legal description of boundary and Map are posted at the main entrance to the Timberlane Village Hall located at the above address. Persons interested may obtain a copy of said Agreement and Map by contacting the Village President at president@villageoftimberlane.org (815) 985-4514.

All persons interested should attend and will be given an opportunity to be heard at the stated time and place.

Stephen Rapp, President, Village of Timberlane
Published in the Boone County Journal 10/1/10

CITY OF LOVES PARK

BY ALDERMAN: Richard Brinker

RESOLUTION NO: 10-102

COMMITTEE: Finance and Administration

DATE: November 15, 2010

RESOLVED, BY THE ADOPTION OF THIS RESOLUTION,

that the Mayor is authorized to sign the intergovernmental agreement providing for a common boundary agreement with the Village of Timberlane as delineated in the attached documentation. Be it further resolved that the City Clerk is directed to forward the fully executed document to the Village of Timberlane and to request a completed agreement in return.

Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Brinker, Novak, Owens, Jacobson, Jury, Little, Pruitt)

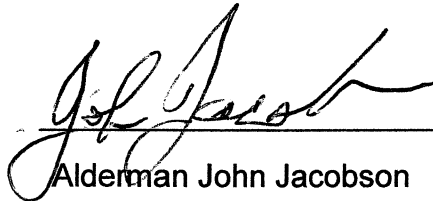
MOTION: Alderman Jury

SECOND: Alderman Pruitt

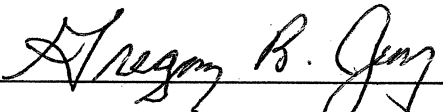
Finance and Administration Committee:



Alderman Richard Brinker, Chairman



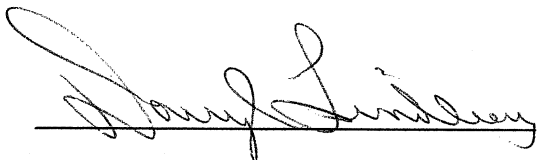
Alderman John Jacobson



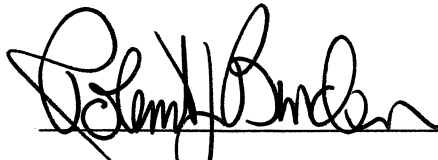
Alderman Gregory Jury, Vice Chairman



Alderman John Pruitt



Mayor Darryl F. Lindberg



ATTEST - Clerk Robert Burden

APPROVED BY MAYOR DARRYL F. LINDBERG