

VILLAGE OF RINGWOOD
ORDINANCE NO. 96-10-3

AN ORDINANCE AUTHORIZING THE EXECUTION OF A
JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN
THE VILLAGE OF RINGWOOD AND THE VILLAGE OF RICHMOND

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
RINGWOOD THIS 21st DAY OF October, 1996.

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Ringwood, McHenry County,
Illinois this 21st day of
October, 1996.

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BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF RINGWOOD, ILLINOIS, as follows:

SECTION 1. The Jurisdictional Boundary Line Agreement between the Village of Ringwood and the Village of Richmond which is attached hereto in the form of Exhibit 1 is hereby approved.

SECTION 2. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby directed to attest the aforesaid Jurisdictional Boundary Line Agreement.

SECTION 3. This ordinance shall become in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 21st DAY OF October, 1996.

AYES: Swanson, Schmitt, Bruce, Bauer, and Everett

NAYS: Hogan

ABSTAIN: None

ABSENT: None

NOT VOTING: None

APPROVED THIS 21st DAY OF October, 1996.

Richard E. Mack
VILLAGE PRESIDENT

ATTEST:

[Signature]
VILLAGE CLERK

**JURISDICTIONAL BOUNDARY LINE AGREEMENT
BETWEEN THE VILLAGE OF RICHMOND
AND THE VILLAGE OF RINGWOOD**

THIS AGREEMENT made this 21st day of October, 1996, by and between the VILLAGE OF RICHMOND (hereinafter referred to as "Richmond"), an Illinois Municipal Corporation, with offices at 5600 Hunter Drive, Richmond, Illinois 60071, and the VILLAGE OF RINGWOOD (hereinafter referred to as "Ringwood") an Illinois Municipal Corporation, with offices in Ringwood, Illinois 60072.

WITNESSETH

WHEREAS, the Village of Richmond is a Municipal Corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village of Ringwood is a Municipal Corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, Richmond and Ringwood are authorized to enter into Boundary Agreements pursuant to the Illinois Municipal Code, 65 ILCS 5/11-12-9; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 allows units of government to contract among themselves to perform any governmental service, activity or undertaking which the unit of government entering into the contract is authorized by law to perform, provided such contracts shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Village of Richmond and the Village of Ringwood have determined that it is in the best interest of their respective Villages to enter into this Boundary Agreement so as to promote orderly development of both Villages and property within their respective official planning areas; and

WHEREAS, it is the hope and desire of each of the villages that by entering into this Boundary Agreement, cooperation will be promoted between the villages as it may relate to exchanging information as each village may consider land development within their respective jurisdictional limits and/or revisions to their respective official comprehensive plans.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises expressed herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between the Village of Richmond and the Village of Ringwood as follows:

A. Both municipalities hereto find the recitals contained in the preamble hereof to be true and correct and said recitals are hereby made a part hereof.

B. Both municipalities agree that the line which marks the boundaries of the jurisdiction of each Village shall be as described on Exhibit "A" and as depicted on Exhibit "B" both of which exhibits are attached hereto and by this reference made a part hereof.

C. Each of the municipalities agree not to annex territory which lies within the jurisdiction of the other municipality as established by the line described and shown on Exhibit "A" and "B" nor to exercise any extraterritorial subdivision authority therein.

This paragraph shall not be construed to limit the right of the municipality to file a statutory objection to a County rezoning application within one and one half miles of its municipal boundaries.

D. Boundary Agreement Areas Relating to Roads: Notwithstanding any other provisions in this Agreement to the contrary, both municipalities acknowledge that should an annexation of either municipality occur relating to property abutting a public road divided in some manner by this Boundary Line Agreement, the annexation will, in fact, go to the far side of all public roads as by law provided.

E. Effective Date This Agreement shall be effective when a certified copy thereof is filed in the McHenry County Recorders Office by each municipality.

F. Governing Law: This Agreement shall be valid for a term of 20 years and shall be construed in accordance with the laws and Constitution of the State of Illinois.

G. Severability: Each provision of this Agreement shall be interpreted in such a manner as to be effective under applicable law. If any provision of this Agreement shall be held to be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement which shall remain invalid and in full force and effect.

H. A copy of this agreement certified as to its adoption by the Municipal Clerk of each municipality shall be filed in the McHenry County Recorder's Office forthwith and shall be made available in the Office of the Municipal Clerk of each agreeing municipality.

EXHIBIT A

DESCRIPTION OF JURISDICTION BOUNDARY

Beginning at the intersection of South Solon Road and Harts Road in Richmond Twp., thence West on Harts Road and continuing thereon and as extended in a straight line to Keystone Road; thence Westerly and Southerly along Keystone Road to its intersection with Barnard Mill Road; thence Northwesterly along Barnard Mill Road to its intersection with Tryon Road; thence Southerly along Tryon Road to its intersection with Greenwood Road in Hebron Township all in McHenry County, Illinois.

IN WITNESS WHEREOF, the undersigned Governmental Units have caused this Agreement to be duly executed and attached herewith is a copy of the Ordinance Authorizing the Signing Official to execute said Agreement.

THE VILLAGE OF RINGWOOD, an
Illinois Municipal Corporation

THE VILLAGE OF RICHMOND, an
Illinois Municipal Corporation

Richard E. Mack
Richard E. Mack, Village President

Susan Klouda, Village President

ATTEST:

ATTEST:

Kelley Ann Kepes
Kelley Ann Kepes, Village Clerk

Karla L. Thomas, Village Clerk

IN WITNESS WHEREOF, the undersigned Governmental Units have caused this Agreement to be duly executed and attached herewith is a copy of the Ordinance Authorizing the Signing Official to execute said Agreement.

THE VILLAGE OF RINGWOOD, an
Illinois Municipal Corporation

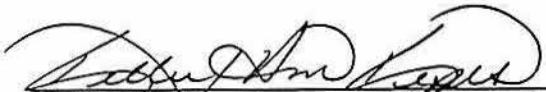
THE VILLAGE OF RICHMOND, an
Illinois Municipal Corporation


Richard E. Mack, Village President


Susan Klouda, Village President

ATTEST:

ATTEST:


Kelley Ann Kepes, Village Clerk


Karla L. Thomas, Village Clerk

EXHIBIT B

