

**RETURN TO:**

**JAMIE MYERS  
CLERK, CITY OF TROY  
116 E. MARKET  
TROY, IL 62294**

**CITY OF TROY**

**ORDINANCE NO. 2014 – 01**

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**AN ORDINANCE APPROVING A BOUNDARY LINE AGREEMENT WITH THE  
VILLAGE OF MARYVILLE**

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**ADOPTED BY THE  
CITY COUNCIL OF THE  
CITY OF TROY, ILLINOIS  
THIS 7<sup>th</sup> DAY OF JANUARY, 2014**

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**Published in pamphlet form by the authority of the City Council of the City of Troy,  
Madison County, Illinois, this 7<sup>th</sup> day of January, 2014.**

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**WHEREAS**, the City of Troy, Illinois, and the Village of Maryville, Illinois, are authorized by 65 ILCS 5/11-12-9 to enter into agreements regulating the boundaries for future annexations by either municipality; and

**WHEREAS**, the Mayor and the City Council of the City of Troy, Illinois, believe that it is in the best interest of the City to enter into the attached agreement to ensure the continued health, safety, welfare and economic prosperity of the City and its citizens.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF TROY, ILLINOIS, AS FOLLOWS:**

SECTION 1. The recitals set forth above are incorporated herein and are true and accurate.

SECTION 2. That the agreement entitled “Intergovernmental Cooperation Agreement Between the City of Troy and the Village of Maryville”, which is attached hereto and incorporated by reference herein, is hereby approved.

SECTION 3. The Mayor of the City of Troy, and such other officials which may be necessary or convenient, are authorized and directed to execute and implement the aforementioned agreement.

SECTION 4. This Ordinance shall be in full force and effect upon its passage, approval and publication as required by law. It may be published in pamphlet form.

**PASSED** by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 7<sup>th</sup> day of January, 2014.

Those voting aye: DeCarli, Evans, Greenfield, Hendrickson, Jackson, Lanahan and Partney


Those voting nay: \_\_\_\_\_

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Those absent: Italiano

APPROVED:

By:

  
ALLEN ADOMITE, Mayor  
City of Troy, Illinois

ATTEST:

BY:

  
JAMIE MYERS, Clerk  
City of Troy, Illinois

(SEAL)

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF TROY AND  
THE VILLAGE OF MARYVILLE**

This Intergovernmental Cooperation Agreement is entered into by and between the Village of Maryville, hereinafter known as "VILLAGE", and the City of Troy, hereinafter known as "CITY", pursuant to the authority granted each under the Illinois Compiled Statutes, as amended, and after duly enacted ordinances providing for the adoption, by both parties, of said agreement, and after execution by authorized municipal officers for each as evidenced by the signatures below.

**FIRST**, the parties now agree that it is in the best interest of both to establish and agree upon boundaries between the municipalities for future development.

**SECOND**, there is hereby established, by and between the parties, a boundary line dividing the two municipalities. This boundary line shall be defined as a north/south line between Interstate 70 and Interstate 270 being the border of Collinsville and Jarvis Townships and Edwardsville and Pin Oak Townships. The Facilities Planning Area ("FPA") boundary line will be followed for future sewer extensions and annexations.

**THIRD**, the CITY has for a number of years provided water service to the west of the agreed upon boundary line, and shall retain its present customer base and the customer growth area in the areas that the VILLAGE does not presently serve. The CITY shall continue to maintain service in these areas, setting rates and providing maintenance, even if such territory is annexed by the VILLAGE. Nothing in this paragraph shall prevent an individual water customer, who is located within the CITY'S water service area, from connecting to the VILLAGE water supply. The CITY and VILLAGE will notify each other in writing when either makes water taps in the area west of the agreed upon boundary.

**FOURTH**, both parties recognize that under current law they may refuse to exercise the authority granted each by the Illinois Compiled Statutes with respect to the annexation of unincorporated territory into their respective municipalities, without cause or reason. Each party will limit the exercise of its annexation authority to the area defined above. Both recognize that, by limiting their own authority to annex, they shall each give up viable opportunities to annex unincorporated land and acquire new opportunities to annex. Each relies upon the expressed promise of the other to limit its authority in this regard. Both parties state that neither has any executed and/or approved annexation agreements which lie outside the area where they have agreed to limit their respective annexation authority.

**FIFTH**, this Agreement shall be construed as one wherein the parties have agreed to limit the use of their own authority, respectively, and do so upon the reliance of the other party to do likewise.

**SIXTH**, to the extent necessary, the parties agree that they will cooperate in the amendment, addition to and alteration of the FPA of each to accommodate the changes made by this agreement.

**SEVENTH**, the boundary line in paragraph **SECOND** shall also serve as the boundary line for the planning and subdivision authority of the CITY and VILLAGE, respectively.

**EIGHTH**, this agreement shall become effective and binding between the parties after each has enacted ordinances adopting said agreement and after the authorized officials of each have executed it in the name of the respective municipality. This agreement shall be effective for an initial period of ten (10) years from the date of signing and will be extended, subject to 90 days notice, for an additional ten (10) year period unless either or both parties, pursuant to ordinance, properly passed and approved, informs the other that the agreement shall not be extended.

**NINTH**, the parties may alter or amend this agreement from time to time in the same manner in which it was originally adopted, however, no such alteration or amendment shall be effective unless it is reduced to writing and signed by both parties.

**TENTH**, the parties shall attach to this agreement certified copies of the properly passed and approved ordinances adopting this agreement. There shall be duplicate originals of this agreement and all attachments, one each to be retained by the parties. Although there will be duplicate originals of this agreement, the parties intend only one agreement to be in force between the parties as evidenced by the duplicate original.

This Agreement passed by the Trustees of the Village of Maryville this 19th day of February, 2014.

This Agreement passed by the City Council of the City of Troy this 7<sup>th</sup> day of January, 2014.

Under the authority granted by the Corporate Authorities of the VILLAGE and CITY, Village of Maryville, Mayor Larry Gulledge, and City of Troy, Mayor Allen Adomite, hereby execute the Agreement for the municipalities to be bound by the terms and conditions imposed.

VILLAGE OF MARYVILLE  
By: Larry Gulledge  
Larry Gulledge, Mayor  
Village of Maryville

CITY OF TROY  
By: Allen Adomite  
Allen Adomite, Mayor  
City of Troy

Attest:  
By: Jolene Henry  
Jolene Henry – Village Clerk  
Village of Maryville

By: Jamie Myers  
Jamie Myers – City Clerk  
City of Troy

