

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JANUARY 9, 2007 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Boundary Agreement with the Village of Lisle	<div style="text-align: center;">✓</div> Resolution Ordinance Motion Discussion Only	David Fieldman Deputy Village Manager

SYNOPSIS

A resolution authorizing the Mayor to execute a Boundary Agreement with the Village of Lisle has been prepared.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2006-2011 identified *Top Quality Village Infrastructure and Facilities*.

FISCAL IMPACT

There would be no immediate fiscal impact. In future years, funds for the maintenance of Walnut Avenue from Warren Avenue to Ogden Avenue would have to be provided in the Capital Improvements Fund.

UPDATE & RECOMMENDATION

The Village Council discussed this item at the December 12, 2006 Workshop and requested that staff provide additional information about the benefits of having jurisdiction of Walnut Avenue, the establishment of I-355 as the boundary and the location of the nearest Lisle water main. The benefits of having jurisdiction of all of Walnut Avenue are to control the improvements to Walnut Avenue that may be required in conjunction with the development of the parcels on Walnut, to increase the likelihood of Metra contributing to the costs of improving Walnut Avenue if a new train station is constructed and to maintain the entire pavement width in a coordinated manner. The nearest Lisle watermain is located within the existing apartment development about 85 feet south of the subject site. The developer could extend the Lisle watermain instead of connecting to the Downers Grove water system. Lisle has indicated that they do not wish to establish I-355 as the boundary. This would require disconnection of several properties. The Village has numerous water customers located outside of Village limits including customers in the Belmont area, the Fairview and 36th Street area, Village Square Condos on 73rd Street and the Douglas and Drendel Street areas between Ogden and railroad tracks. Staff recommends approval on the January 16, 2007 active agenda.

BACKGROUND

Staff from Downers Grove and Lisle have coordinated on the development of an amended Boundary Agreement between the villages. Subsequent to discussion and action by the Downers Grove Village Council, this item will be presented to the Lisle Village Council.

In 1992 the villages of Downers Grove and Lisle entered into a Boundary Agreement. The agreement was amended in 1995. The existing agreement states that the boundary between the two Villages shall be the centerline of Walnut Avenue from the railroad tracks to Ogden Avenue. The agreement does not state which Village is responsible for maintenance of Walnut Avenue.

The Village and Lisle have each annexed properties fronting on Walnut Avenue. The Village has annexed parcels on the east side of Walnut Avenue while Lisle has annexed parcels on the west side. Pursuant to state statute, when a parcel is annexed to a municipality, the entire adjacent street right-of-way is also annexed into the municipality. The history of annexation activity along Walnut Avenue has resulted in portions of Walnut being annexed into Downers Grove and Lisle creating a “checkerboard” pattern of jurisdiction between the two municipalities.

The proposed Boundary Agreement would replace the existing agreement as amended and includes the key terms below.

- The entire Walnut Avenue right-of-way from the railroad tracks to Ogden Avenue would be located within Downers Grove. The boundary between Downers Grove and Lisle would be located along the west side of the Walnut Avenue right-of-way.
- Lisle would be required to disconnect all portions of the Walnut Avenue right-of-way previously annexed into Lisle. Downers Grove would be required to annex these portions of Walnut Avenue.
- Downers Grove would be required to disconnect the western half of the North-South Tollway between Maple Avenue and Hitchcock Avenue and the portion located between the north and south right-of-way of South Railroad Street.

ATTACHMENTS

Boundary Agreement
Resolution

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF THE
2006 INTERGOVERNMENTAL JURISDICTIONAL
BOUNDARY AGREEMENT BETWEEN
THE VILLAGE OF LISLE AND THE VILLAGE OF DOWNERS GROVE**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the “Agreement”), between the Village of Downers Grove (the “Downers Grove”) and the Village of Lisle (“Lisle”), for a multi-jurisdictional boundary line agreement, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**2006 INTERGOVERNMENTAL JURISDICTIONAL
BOUNDARY AGREEMENT BETWEEN
THE VILLAGE OF LISLE AND THE VILLAGE OF DOWNERS GROVE**

THIS AGREEMENT, made and entered this _____ day of _____, 2006, by and between the Village of Lisle, an Illinois municipality located in DuPage County (“Lisle”), and the Village of Downers Grove, an Illinois municipality located in DuPage County (“Downers Grove”) shall be known as the 2006 Intergovernmental Jurisdictional Boundary Agreement between the two communities (“Parties”).

WITNESSETH:

WHEREAS, Downers Grove and Lisle are “units of local government” as defined by Article VII, Section 1 of the Constitution of the State of Illinois of 1970; and

WHEREAS, 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 in order to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, Division 12 of Article 11 of the Illinois Municipal Code (65 ILCS §5/11-12-1 et seq.) authorizes the corporate authorities of such municipalities to agree upon a line marking the boundaries of the jurisdiction of each corporate authority for certain purposes; and

WHEREAS, Downers Grove and Lisle recognize the need to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for growth and potential development between their communities and conservation of available resources for their respective citizens; and

WHEREAS, the corporate authorities of Downers Grove and Lisle have determined that it will be in the best interests of each said municipality and the citizens thereof to enter into an agreement establishing a jurisdictional boundary line, disconnection and annexation of portions of certain roads, routine and customary general street maintenance, street resurfacing, street construction, street reconstruction and utility services for certain real estate; and

WHEREAS, the Parties previously entered into a boundary line agreement dated February 3, 1992 with regard to the establishment of jurisdictional boundary lines; and

WHEREAS, the Parties entered into an amendment to that 1992 agreement dated on or about January 3, 1995 (1st Amendment) which substituted the legal description of the boundary line as well as the map of the boundary line; and

WHEREAS, the Parties have determined that it is necessary and desirable to repeal and replace the February 3, 1992 Agreement and its 1st Amendment dated January 3, 1995 and, substitute in place, this inclusive Agreement; and

WHEREAS, the Parties agree that this Agreement will provide for the annexation and disconnection of portions of certain roads, routine and customary general street maintenance, street resurfacing, street construction, street reconstruction and utility services for certain real estate as well as provide for the demarcation boundary line; and

WHEREAS, Downers Grove and Lisle have authorized the execution of this Agreement as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under Article VII, section 10 of the Constitution of Illinois; and pursuant to 65 ILCS 5/1-1-5 and 5 ILCS 220/1 et seq and, for Downers Grove, pursuant to its home rule authority;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and upon the further consideration of the recitals herein set for the above, it is hereby agreed between the Parties that this boundary agreement be made in accordance with the following:

Section 1: The provisions of the preamble set forth above are hereby restated and incorporated herein.

Section 2: The boundary line (the “Boundary Line”) depicted on the map attached as **Exhibit A** hereto and legally described in **Exhibit B** hereto, is hereby approved and adopted by Lisle and Downers Grove for all purposes of this Agreement; provided that in case of conflict between the map depicted in **Exhibit A** and the legal description contained in **Exhibit B**, **Exhibit A** shall control.

Section 3: The Boundary Line shall limit the territory within which each of said villages shall exercise the jurisdiction granted by Division 12 of Article 11 of the Illinois Municipal Code in that each village shall exercise such jurisdiction in the territory situated between the Boundary Line and its respective corporate limits.

Section 4: The municipalities shall honor the Boundary Line in effecting future annexation of territory that is presently unincorporated. Without the prior written consent of the other municipality to the contrary, Lisle will not annex any territory within Downers Grove jurisdiction area and Downers Grove will not annex any territory within the Lisle jurisdiction area pursuant to any procedure contemplated by Article 7 of the Illinois Municipal Code (Illinois Compiled Statutes Chapter 65) or pursuant to any annexation agreement contemplated by Section 11-15.1-1 et seq. of the Illinois Municipal Code (Illinois Compiled Statutes Chapter 65).

Lisle and Downers Grove also agree to take all reasonable and appropriate actions to oppose any involuntary or court-controlled annexation proceedings that propose to annex territory within either municipality's jurisdiction area in a manner inconsistent with this Agreement.

In addition, Lisle and Downers Grove each hereby agree 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 the other municipality's jurisdiction area. Lisle and Downers Grove further agree not to make any requests, formal or otherwise, to any third party for that third party to challenge the validity of the other municipality's past, current or future annexations within the other municipality's jurisdiction area, or to disconnect from the other municipality.

Section 5: Lisle and Downers Grove agree not to extend, construct, acquire or maintain utilities within the other municipality's jurisdiction area as described within this Agreement without the express written consent of the other municipality. It is acknowledged by the Parties, hereto, that Lisle presently has fiber optic cables currently located in the western portion of the Walnut Avenue right-of-way in the form of a underground lines as well as a cabinet and overhead lines above ground. This is considered an existing condition.

Section 6: It is the intent of the Parties that pursuant to this boundary agreement, a reconfiguration of the respective municipal boundaries of the Parties will take place through disconnection and annexation, resulting in the following:

A. Downers Grove owning and/or controlling the entire width of Walnut Avenue from the south line of Ogden Avenue south line of the BNSF Railroad right-of-way ("ROW");

B. Lisle will own and/or control the western ROW of the North-South Tollway from the centerline of Hitchcock Avenue to the centerline of Maple Avenue.

Section 7: The legal description of the boundary line resulting after the disconnections and annexations pursuant to Section 2, above, is described on **Exhibit B**.

Section 8: Disconnection of property shall occur as follows and as depicted on **Exhibits C1 and C2:**

A. Downers Grove, through ordinance pursuant to 65 ILCS 5/7-3-4, will disconnect the following:

(1) the western half of the North/South Tollway right-of-way from Maple Avenue north to Hitchcock Avenue; and

(2) the western half of the North/South Tollway from the north ROW to the south ROW of former South Railroad Street.

B. Lisle, through ordinance pursuant to 65 ILCS 5/7-3-4, will disconnect the following portions of Walnut Avenue:

(1) any Walnut Avenue ROW that fronts parcel numbers 0811206016 and 0811211001-128; and

(2) the Walnut Avenue ROW that fronts parcel numbers 0802406007 and 0811206013, commonly known as 4708 and 4712 Walnut Avenue, Lisle, which is the subject of a separate agreement between the Parties and First Eagle Development Corporation, Inc. for water service; and

(3) that portion of the intersection at Walnut and Burlington Avenues described as being between the centerline of the Walnut Avenue ROW to the western line of Walnut Avenue and northern line of Burlington Avenue to the southern line of Burlington Avenue; and

(4) the BNSF Railroad ROW from the centerline of Walnut Avenue if Walnut Avenue was extended south to the western line of Walnut Avenue if Walnut Avenue was extended south.

C. The annexations of Section 9, below, shall be conditioned upon the disconnections set out in paragraphs A & B of this Section 8.

Section 9: Downers Grove, through ordinance pursuant to 65 ILCS 5/7-1-8, and depicted on **Exhibit D**, will annex the following:

(A) the Walnut ROW that fronts parcel numbers 0811206016, 0812100001-0812100004, and 0812100009; and

(B) that portion of the intersection at Walnut and Burlington Avenues described as being between the centerline of the Walnut Avenue ROW to the western line of Walnut Avenue and northern line of Burlington Avenue to the southern line of Burlington Avenue; and

(C) the BNSF Railroad ROW from the centerline of Walnut Avenue if Walnut Avenue was extended south to the western line of Walnut Avenue if Walnut Avenue was extended south.

Section 10: Said ordinances of disconnection and annexation shall provide that the mayors are authorized to execute and the clerks are authorized to record said plats of disconnection and annexation upon receipt of the evidence that the necessary conditions have been satisfied.

Section 11: The Parties agree that said ordinances of disconnection and annexation are required and necessary steps to be taken in this boundary line agreement. Time is of the essence. The Parties herein shall be carried out said annexations and disconnections as expeditiously as practical.

Section 12: In regard to the routine and general maintenance, street resurfacing and water main underneath the surface of Walnut Avenue from Ogden Avenue to the BNSF Railroad ROW, Downers Grove will be responsible for all work and associated costs.

Section 13: In regard to parcel 0811206016, the Parties acknowledge that there is currently proposed a Walnut Avenue Metra Train Station. The Parties agree to cooperatively work together to obtain the necessary access to the Metra Train Station from Walnut Avenue.

Section 14: It is the intent of the municipalities that this Agreement shall supersede and replace that certain *Boundary Agreement Between the Village of Lisle and the Village of Downers Grove*, dated February 3, 1992, and recorded in the Office of the DuPage County Recorder on February 19, 1992, as Document No. R92-028323, as well as that certain *1995 Amendment to the Boundary Agreement Between the Village of Lisle and the Village of Downers Grove* dated January 3, 1995, and recorded in the Office of the DuPage County Recorder on February 14, 1995, as Document No. R95-17722. The municipalities shall take all action necessary to repeal the original 1992 agreement and its 1995 amendment concurrent with the recordation of this Agreement.

Section 15: This Agreement shall remain in full force and effect for a period of twenty (20) years from the date hereof.

Section 16: This agreement shall be construed in accordance with the laws of the State of Illinois and shall be recorded by the Village of Downers Grove and filed with the DuPage County Recorder at the expense of the Village of Downers Grove.

Section 17: The provisions of this agreement are intended to be severable, and if any provision hereof shall be determined by a court of competent jurisdiction to be invalid or legally unenforceable, then the remaining provision hereof shall continue in full force and effect to the extent that reasonable interpretation and enforcement thereof may be accomplished in the absence of the provisions so held to be invalid or unenforceable.

IN WITNESS WHEREOF, the undersigned units of local government have executed this agreement on the date first listed above.

VILLAGE OF DOWNERS GROVE

VILLAGE OF LISLE

Brian J. Krajewski, Mayor

Joseph Broda, Mayor

Attest: _____
April Holden, Village Clerk

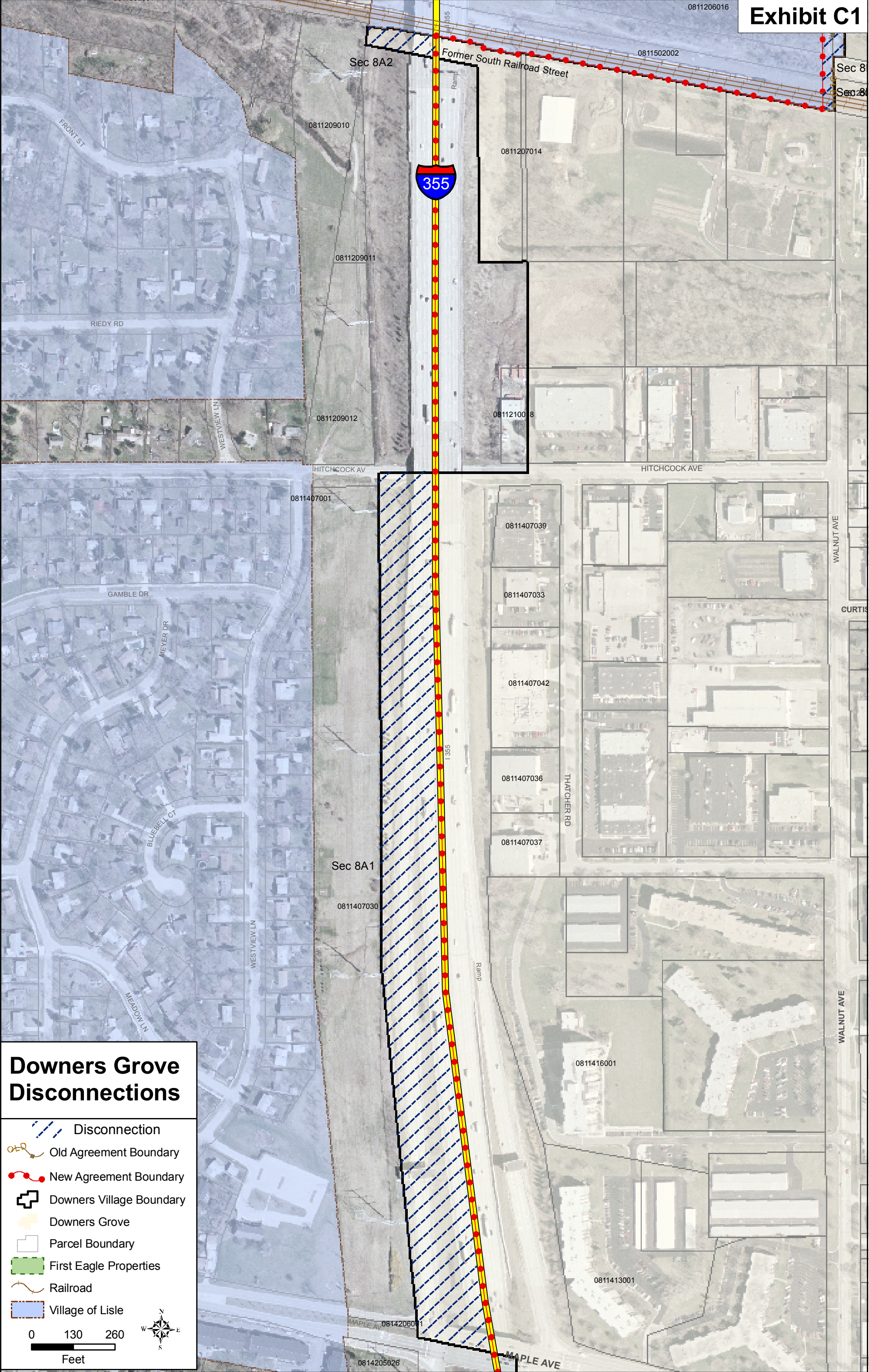
Attest: _____
Timothy Seeden, Village Clerk

Exhibit B

Legal Description of Lisle/Downers Grove Boundary Line Agreement

Commencing at the intersection of the center line of 63rd Street and the center of the center line of Interstate 355 (hereafter the North/South Tollway); thence northerly along said center line of said North/South Tollway to the intersection thereof with the south line of the Chicago, Burlington & Quincy (now known as Burlington Northern Santa Fe "BNSF") Railway Company right-of-way; thence easterly along the south line of the BNSF right-of-way to the intersection thereof with the westernmost line of Walnut Avenue; thence north along said westernmost line of Walnut Avenue to the center line of Ogden Avenue (State Route 34); thence west along said center line of Ogden Avenue to the center line of the North/South Tollway at its intersection with Ogden Avenue; thence north along said center line of the North/South Tollway to the center line of the East/West Tollway; thence west along the center line of said East/West Tollway a distance of 1400 feet to the center line of Walnut Avenue if Walnut Avenue were extended north of Warrenville Road; thence north along said line to a point approximately 2,100 feet south of the center line of Butterfield Road; thence northwest at an approximate 45 degree angle to the west right-of-way line of State Route 53; thence north a distance of 1,500 feet to the south right-of-way line of Butterfield Road; thence east a distance of 100 feet to the east right-of-way line of State Route 53; thence north a distance of approximately 200 feet to the north right-of-way line of Butterfield Road; thence east along said north right-of-way line of Butterfield Road to a point 200 feet east which coincides with the center line of Walnut Avenue if Walnut Avenue were extended north of Warrenville Road to Butterfield Road.

Green are additions/changes

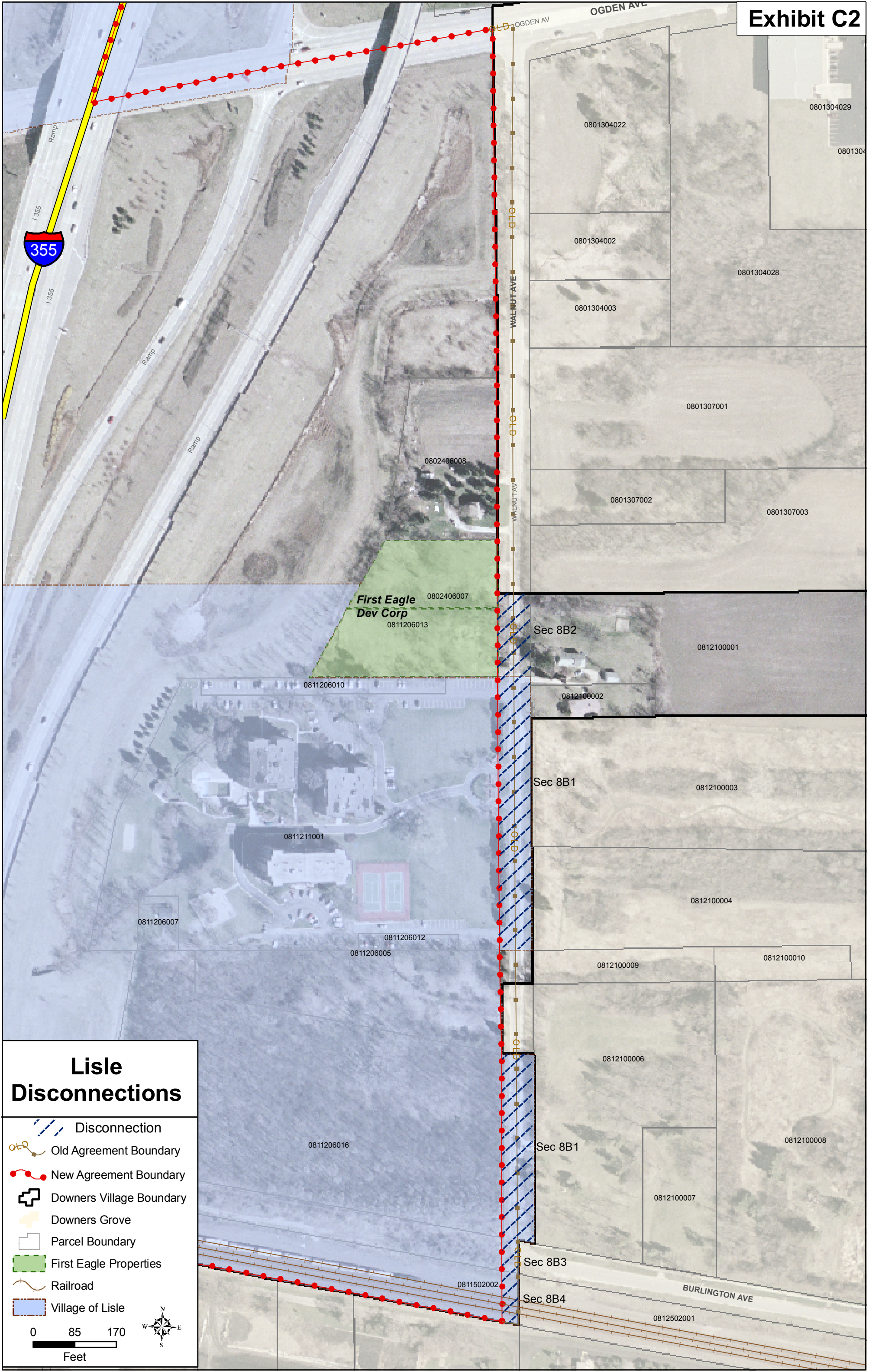


Downers Grove Disconnections

-  Disconnection
-  Old Agreement Boundary
-  New Agreement Boundary
-  Downers Village Boundary
-  Downers Grove
-  Parcel Boundary
-  First Eagle Properties
-  Railroad
-  Village of Lisle

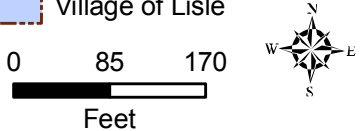
0 130 260
Feet

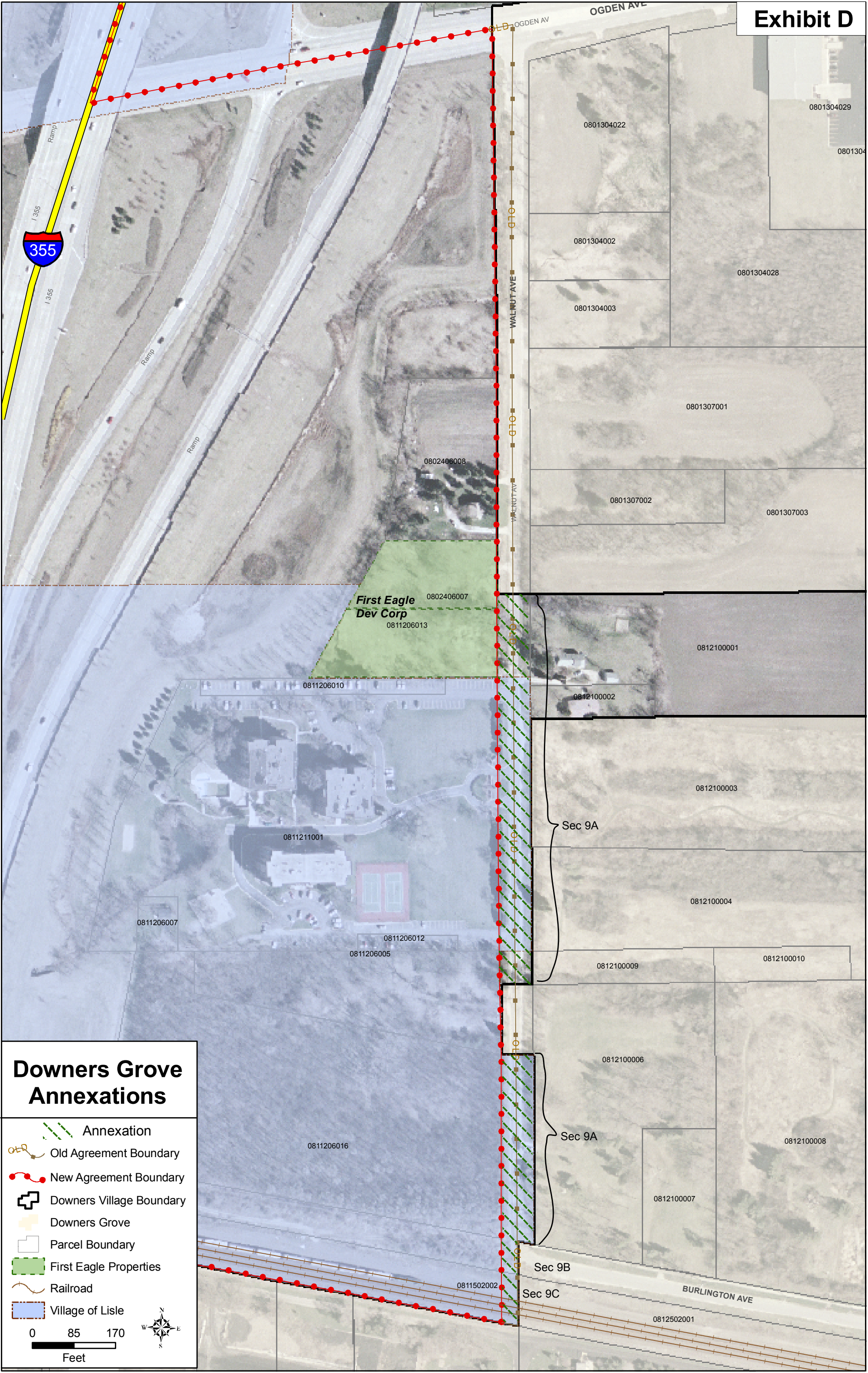




**Lisle
Disconnections**

-  Disconnection
-  Old Agreement Boundary
-  New Agreement Boundary
-  Downers Village Boundary
-  Downers Grove
-  Parcel Boundary
-  First Eagle Properties
-  Railroad
-  Village of Lisle





Downers Grove Annexations

- Annexation
 - Old Agreement Boundary
 - New Agreement Boundary
 - Downers Village Boundary
 - Downers Grove
 - Parcel Boundary
 - First Eagle Properties
 - Railroad
 - Village of Lisle
- 0 85 170 Feet
-