

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MAY 1, 2012 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Boundary Agreement with the Village of Lisle	✓ Resolution Ordinance Motion Discussion Only	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

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

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Exceptional Municipal Services*.

FISCAL IMPACT

There would be no immediate fiscal impact. In future years, the Village will be responsible for the maintenance of Walnut Avenue from Warren Avenue to Ogden Avenue.

UPDATE & RECOMMENDATION

This item was discussed at the April 17, 2012 Village Council meeting. Staff recommends approval on the May 1, 2012 Consent Agenda.

BACKGROUND

Staff from Downers Grove and Lisle have coordinated on the development of an amended Boundary Agreement between the villages. Lisle's meeting schedule will, assuming an affirmative vote by their Village Board, result in an amended Boundary Agreement also in early May.

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 community 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 all portions of the North-South Tollway right of way between the railroad tracks and Maple Avenue.

To be consistent with annexation practices required under Illinois statute, one municipality should have jurisdiction over the entire width of a right of way, as opposed to having jurisdiction to the center line of a right of way.

ATTACHMENTS

Boundary Agreement

Resolution

Map of Existing Boundary

Map of Proposed Boundary

1992 Boundary Agreement

1995 Boundary Agreement Amendment

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
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 ("Downers Grove") and the Village of Lisle ("Lisle"), to establish a jurisdictional boundary line, disconnection and annexation of certain roads, routine and customer general street maintenance, street resurfacing, street construction, street reconstruction and utility services for certain real estate, as set forth in the form of the Agreement and all exhibits submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor, 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 and all attached exhibits and necessary documentation, 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 and all exhibits.

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

**2012 INTERGOVERNMENTAL JURISDICTIONAL
BOUNDARY AGREEMENT BETWEEN
THE VILLAGE OF LISLE AND THE VILLAGE OF DOWNERS GROVE**

THIS AGREEMENT, made and entered this _____ day of _____, 2012, 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 2012 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 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 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 North/South Tollway right-of-way from Maple Avenue north to Hitchcock Avenue; and

(2) the North/South Tollway right-of-way 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; 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 this parcel will be developed in the future. The Parties agree to cooperatively work together to obtain access to Walnut Avenue for any future development.

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

Martin T. Tully, Mayor

Joseph Broda, Mayor

Attest: _____
April Holden, Village Clerk

Attest: _____
Timothy Seeden, Village Clerk

Exhibit A
(map of boundary area)

Exhibit B

Legal Description of Lisle/Downers Grove Boundary Line Agreement

Commencing at the intersection of the center line of 63rd Street and the east right-of-way line of Interstate 355 (hereafter the North/South Tollway); thence northerly along said east right-of-way 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 ~~Chicago, Burlington & Quincy railway Company~~ **BNSF** right-of-way to the intersection thereof with the ~~center~~ **westernmost** line of Walnut Avenue; thence north along said ~~center~~ **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 east right-of-way line of the North/South Tollway at its intersection with Ogden Avenue; thence north along said east right-of-way 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.

Shaded are additions/changes

Exhibit C1
(Downers Grove disconnection map)

Exhibit C2
(Lisle disconnection map)

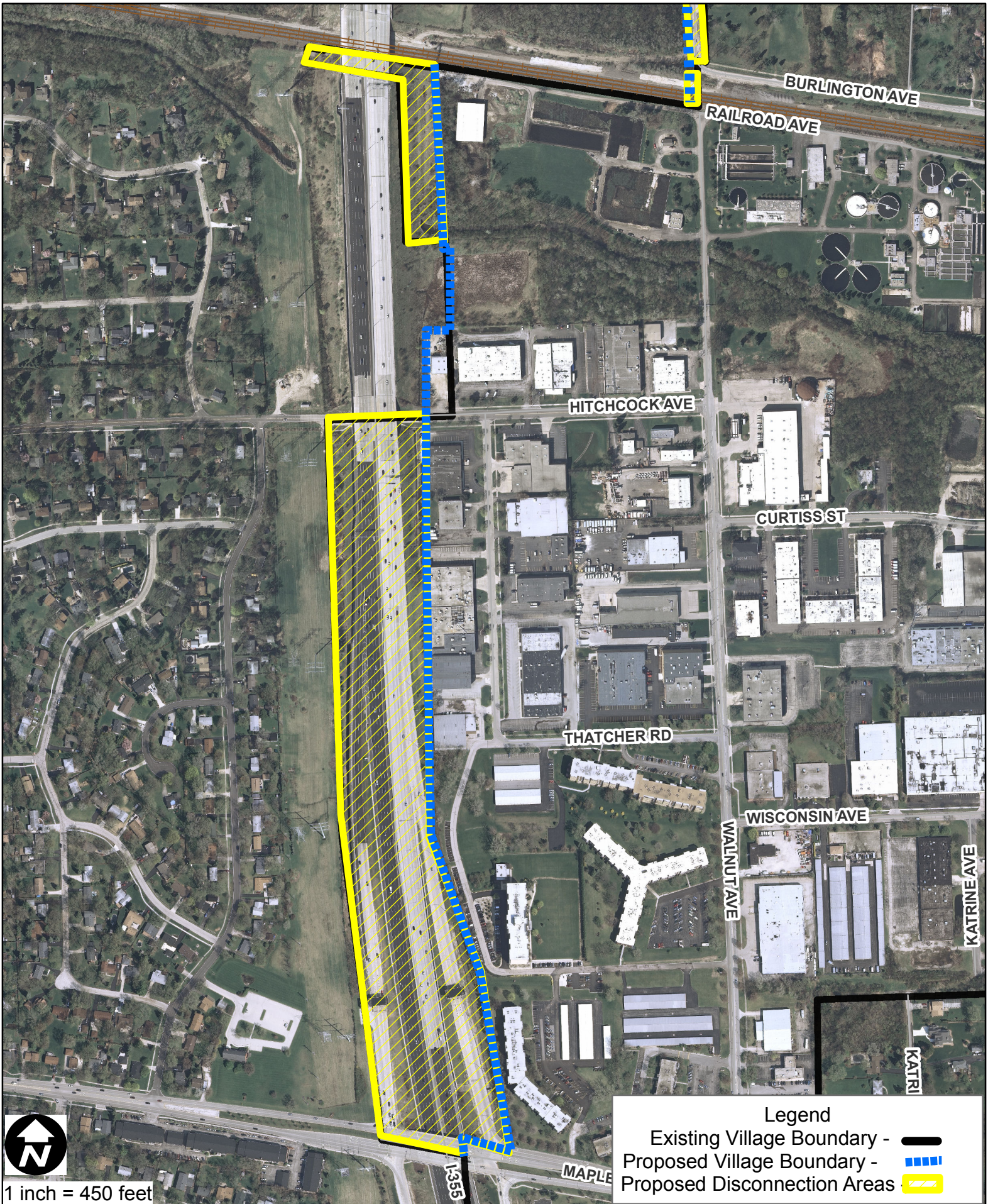
Exhibit D

(Downers Grove annexation map)

Downers Grove - Lisle Boundary Agreement Amendment



Downers Grove - Lisle Boundary Agreement Amendment



**BOUNDARY AGREEMENT
BETWEEN THE VILLAGE OF LISLE
AND THE VILLAGE OF DOWNERS GROVE**

THIS AGREEMENT, made this 3rd day of February, 1992, by and between the Village of Downers Grove, a municipal corporation of DuPage County, Illinois (hereinafter called "Downers Grove"), and the Village of Lisle, a municipal corporation of DuPage County, Illinois (hereinafter called "Lisle");

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 (Chapter 24 of the Illinois Revised Statutes, 1989) confers upon the corporate authorities of municipalities certain powers respecting the subdivision and platting of land situated within their corporate limits and within contiguous territory which is not more than one and one-half miles beyond the corporate limits of a municipality that has adopted an official plan or map pursuant to the authority conferred by said Division; and,

WHEREAS, Downers Grove and Lisle have duly authorized Plan Commissions, created pursuant to authority granted in Division 12

RECORDED
DU PAGE COUNTY



R92-028323

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7

of Article 11 of the Illinois Municipal Code, and have adopted official plans pursuant thereto; and,

WHEREAS, Division 12 of Article 11 of the Illinois Municipal Code authorizes the corporate authorities of such municipalities to agree upon a line marking the boundaries of the jurisdiction of each of such corporate authorities for certain purposes; and,

WHEREAS, Downers Grove and Lisle have agreed upon a line marking the boundaries of the jurisdiction of their respective corporate authorities, pursuant to the authority granted in Section 11-12-9 of the Illinois Municipal Code; and,

WHEREAS, there is unincorporated territory lying between the corporate limits of Downers Grove and the corporate limits of Lisle, which territory is within one and one-half miles of the boundaries of Downers Grove and Lisle; 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 boundary line pursuant to the foregoing authority, and have given consideration to the natural flow of storm water drainage, and to the extent practical, the inclusion of all of any single tract having common ownership within the jurisdiction of one or the other of said municipalities; and,

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WHEREAS, Downers Grove and Lisle have authorized the execution of this Agreement as an exercise of their respective authority and in accordance with the intergovernmental cooperation provisions of the Constitution of the State of Illinois of 1970.

NOW, THEREFORE, in consideration of the mutual agreements therein set forth, and pursuant to the authority of said municipalities referred to above, the Village Downers Grove and the Village of Lisle hereby agree as follows:

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

Section 2. The boundary line (the "Boundary Line") legally described in Exhibit "A" attached hereto, and depicted on the map attached hereto as Exhibit "B", is hereby approved and adopted by Downers Grove and Lisle for all purposes of this Agreement, and specifically for municipal government planning, annexation, subdivision control, official maps, ordinances and other municipal purposes.

Section 3. It is the intention of both municipalities to honor the Boundary Line in effecting future annexations of any territory that is presently unincorporated. Without the prior written consent of the other municipality to the contrary, Downers Grove will not annex any territory within the jurisdiction of Lisle and westerly of the Boundary Line as described in paragraph 1 hereof; and Lisle will not annex any territory within the jurisdiction of Downers Grove and easterly of the Boundary Line described in paragraph 2 hereof. In addition, the parties acknowledge and agree that any annexation

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by either community shall extend to the far side of adjacent unincorporated highways as mandated pursuant to section 7-1-1 of the Illinois Municipal Code (Ill. Rev. Stat., Ch. 24, Sec. 7-1-1).

Section 4. Lisle hereby transfers to Downers Grove all powers, authority and jurisdiction which it may have easterly of the Boundary Line, and Downers Grove hereby transfers to Lisle all powers, authorities and jurisdiction which it may have westerly of the Boundary Line.

Section 5. This Agreement shall be binding upon, and shall apply only to relations between Downers Grove and Lisle. Nothing herein shall be used or construed to affect, limit or invalidate the boundary claims of either Downers Grove or Lisle insofar as such claims shall relate to any municipality which is not a party to this Agreement.

Section 6. This Agreement shall be in full force and effect from and after the copies hereof, certified by the Clerks of the respective municipalities, have been filed in the Office of the Recorder of Deeds of DuPage County, Illinois, and placed on file in the Office of the Clerk of each municipality.

Section 7. This Agreement for a jurisdictional boundary line shall be valid for a period of twenty (20) years from the date hereof, and may thereafter be extended, renewed or revised for additional terms by written agreement of the parties.

Section 8. Neither Downers Grove nor Lisle shall directly or indirectly seek any modification of this Agreement through court action, and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities, or until the end of its term,

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as the same may be extended, pursuant to paragraph 7 hereof.

Section 9. The provisions of this Agreement are intended to be severable, and the invalidity or unenforceability of any one or more of such provisions shall not be deemed to impair or affect the validity or enforceability of any other provision hereof.

Section 10. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 11. That the prior agreement of the parties as to jurisdictional boundary line dated June 4, 1990, is hereby repealed.

IN WITNESS WHEREOF, Downers Grove and Lisle have caused this Agreement to be executed by their respective Mayors, and attested by their respective Village Clerks, with their corporate seals hereunto affixed, as of the day and year first above written.

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VILLAGE OF DOWNERS GROVE

BY: Betty M. Cheever
Mayor

ATTEST:

Barbara Waldner
Village Clerk

VILLAGE OF LISLE

BY: [Signature]
Mayor

ATTEST:

Embell A. Handley
Village Clerk

Prepared by + return to

VILLAGE CLERK
VILLAGE OF DOWNERS GROVE
801 Burlington
Downers Grove, Illinois 60515

EXHIBIT A

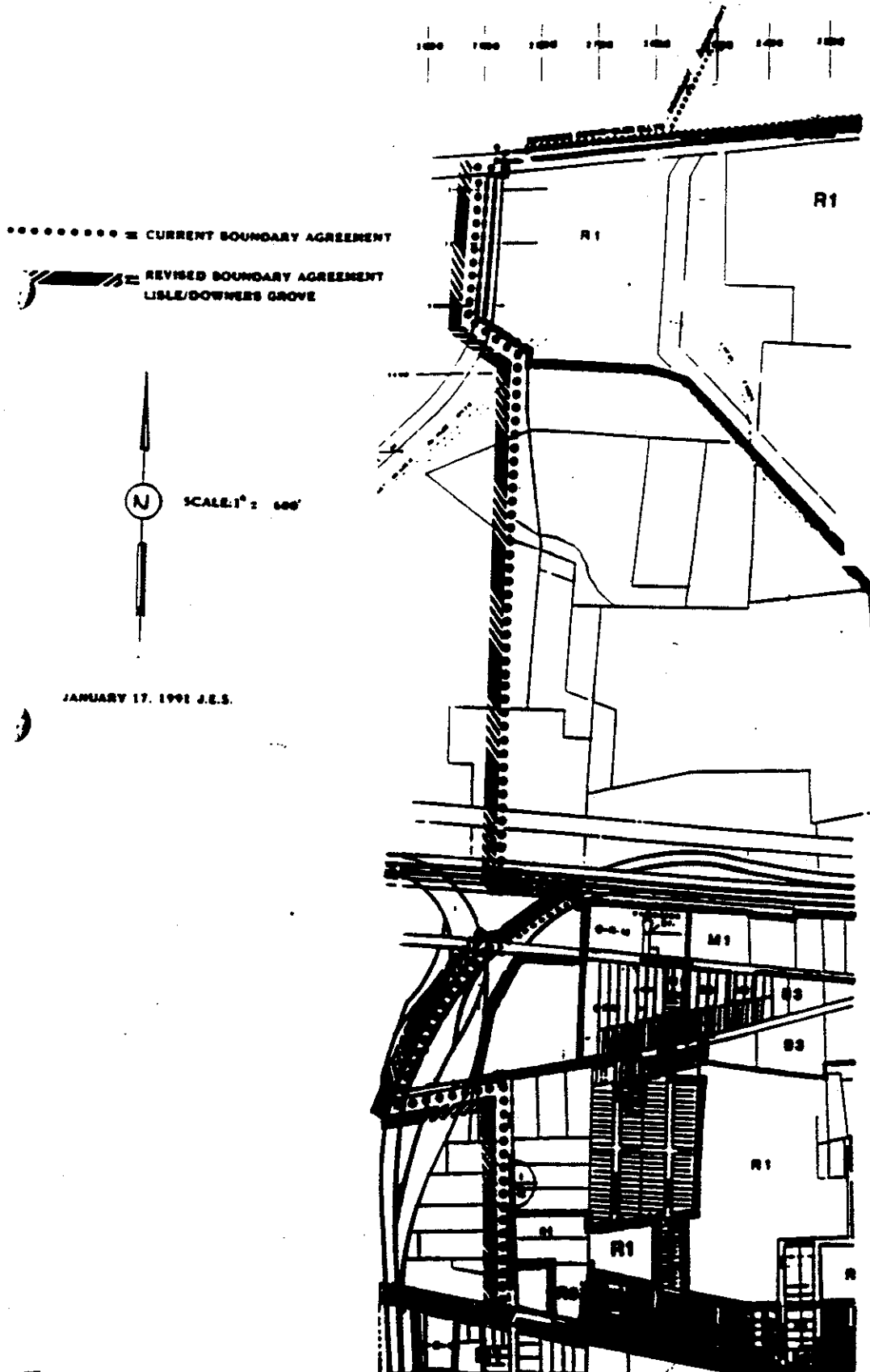
**AMENDMENT TO EXHIBIT A
LISLE BOUNDARY AGREEMENT**

Commencing at the intersection of the center line of 63rd Street and 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 north line of the Chicago, Burlington & Quincy Railway Company right-of-way; thence easterly along the north line of the Chicago, Burlington & Quincy Railway Company right-of-way to the intersection thereof with the center line of Walnut Avenue; thence north along said center 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.

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Map Title:

**PROPOSED 1992 BOUNDARY AGREEMENT
VILLAGE OF DOWNERS GROVE/ VILLAGE OF LISLE**



R92 - 28323

R95-017722

95 FEB 14 AM 9:30

RECORDER
DU PAGE COUNTY

Barney

2380
12

PREPARED BY:

VILLAGE OF LISLE
1040 BURLINGTON AVENUE
LISLE ILLINOIS 60532

NO PROPERTY ADDR.

NO PINS.

BOUNDARY LINE

RESOLUTION NO. 95- 1340

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF A CERTAIN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND THE VILLAGE OF LISLE RESPECTING ESTABLISHMENT
OF A MUTUAL BOUNDARY LINE**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF LISLE, DUPAGE COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: THAT THE FORM AND SUBSTANCE OF A CERTAIN PROPOSED
AGREEMENT ATTACHED HERETO AS EXHIBIT 1 AND INCORPORATED HEREIN,
(THE "AGREEMENT"), BETWEEN THE VILLAGE OF DOWNERS GROVE, DUPAGE
COUNTY, ILLINOIS, AND THE VILLAGE OF LISLE, RESPECTING THE
ESTABLISHMENT OF A BOUNDARY LINE BETWEEN THE VILLAGE OF DOWNERS
GROVE AND THE VILLAGE OF LISLE, AND OTHER MATTERS RELATED THERETO,
ARE HEREBY APPROVED.

SECTION 2: THAT THE VILLAGE OF DOWNERS GROVE SHALL ENTER INTO
THE AGREEMENT WITH THE VILLAGE OF LISLE IN SUBSTANTIALLY THE FORM
APPROVED IN THE FOREGOING PARAGRAPH OF THIS RESOLUTION AND THAT THE
PRESIDENT AND CLERK OF THE VILLAGE OF LISLE ARE HEREBY RESPECTIVELY
AUTHORIZED AND DIRECTED TO EXECUTE AND DELIVER THE AGREEMENT FOR
AND ON BEHALF OF THE VILLAGE OF LISLE.

SECTION 3: THAT THE PROPER OFFICERS AND REPRESENTATIVES OF
THE VILLAGE OF LISLE ARE HEREBY AUTHORIZED AND DIRECTED, FOR AND ON

BEHALF OF THE VILLAGE, TO TAKE SUCH FURTHER ACTION AND TO EXECUTE AND DELIVER SUCH FURTHER INSTRUCTIONS AS THEY MAY DEEM NECESSARY OR APPROPRIATE TO PERFORM ALL OBLIGATIONS OF THE VILLAGE UNDER THE AGREEMENT, INCLUDING THE RECORDING OF A CERTIFIED COPY OF THE AGREEMENT WITH THE DUPAGE COUNTY RECORDER OF DEEDS.

SECTION 4: THAT ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION ARE HEREBY REPEALED.

SECTION 5: THAT THE VALIDITY OR INVALIDITY OF ANY SECTION, PART, PROVISION, TERM, OR PHRASE OF THIS RESOLUTION SHALL NOT AFFECT THE VALIDITY OR INVALIDITY OF THE REMAINDER HEREOF.

SECTION 6: THAT THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE AS PROVIDED BY LAW.

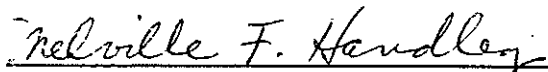
FURTHER, BE IT RESOLVED THAT THIS RESOLUTION SHALL BE ENTERED UPON THE JOURNALS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF LISLE.

PASSED AND APPROVED THIS 3RD DAY OF JANUARY 1995.




 RONALD S. GHILARDI
 VILLAGE PRESIDENT

ATTEST:



 MELVILLE F. HANDLEY, VILLAGE CLERK
 BY: JOSEPHINE A. HIRSMAN, DEPUTY
 VILLAGE CLERK



VOTES: AYES: TRUSTEES BRODA, HACKLEMAN, BRANDONISIO, PAKENHAM, YUILL
 NAYS: NONE
 ABSENT: TRUSTEE EARLEY
 ABSTAIN: NONE

SCHEDULE OF EXHIBITS

EXHIBIT 1: BOUNDARY AGREEMENT

RESOLUTION 95-1

**A RESOLUTION AUTHORIZING EXECUTION AND DELIVERY
OF A CERTAIN AMENDMENT TO AN EXISTING AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND THE VILLAGE OF LISLE
RESPECTING ESTABLISHMENT OF A MUTUAL BOUNDARY LINE AGREEMENT**

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 proposed amendment to the existing Downers Grove/Lisle Boundary Line Agreement, as submitted to this meeting, entitled "1995 Amendment to the Boundary Line Agreement Between the Village of Lisle and the Village of Downers Grove", is hereby approved.

2. That the Village of Downers Grove shall enter into the amendment (the "Amendment") with the Village of Lisle in the form approved in the foregoing paragraph of this resolution, and that the Mayor and Clerk of the Village of Downers Grove are hereby respectively authorized and directed to execute and delivery the Amendment for and on behalf of the Village of Downers Grove.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed, for and on behalf of the Village, to take such further action and to execute and deliver such further instruments as they may deem necessary or appropriate to perform all obligations of the Village under the Amendment, including the recording of a certified copy of the Amendment with the DuPage County Recorder of Deeds.

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

Betty M. Chewer

Mayor

Passed: January 3, 1995

Attest:

Barbara Waldner

Village Clerk

R95 17722

**1995 AMENDMENT TO THE BOUNDARY AGREEMENT
BETWEEN THE VILLAGE OF LISLE
AND THE VILLAGE OF DOWNERS GROVE**

THIS AGREEMENT, made this 3rd day of January, 1995, by and between the Village of Downers Grove, a municipal corporation of DuPage County, Illinois (hereinafter called "Downers Grove"), and the Village of Lisle, a municipal corporation of DuPage County, Illinois (hereinafter called "Lisle");

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.) confers upon the corporate authorities of municipalities certain powers respecting the subdivision and platting of land situated within their corporate limits and within contiguous territory which is not more than one and one-half miles beyond the corporate limits of a municipality that has adopted an official plan or map pursuant to the authority conferred by said Division; and,

WHEREAS, Downers Grove and Lisle have duly authorized Plan Commissions, created pursuant to authority granted in Division 12 of Article 11 of the Illinois Municipal Code, and have adopted official plans pursuant thereto; and,

WHEREAS, Division 12 of Article 11 of the Illinois Municipal Code authorizes the corporate authorities of such municipalities to agree upon a line marking the

boundaries of the jurisdiction of each of such corporate authorities for certain purposes; and,

WHEREAS, Downers Grove and Lisle have agreed upon a line marking the boundaries of the jurisdiction of their respective corporate authorities, pursuant to the authority granted in Section 11-12-9 of the Illinois Municipal Code; and,

WHEREAS, there is unincorporated territory lying between the corporate limits of Downers Grove and the corporate limits of Lisle, which territory is within one and one-half miles of the boundaries of Downers Grove and Lisle; 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 boundary line pursuant to the foregoing authority, and have given consideration to the natural flow of storm water drainage, and to the extent practical, the inclusion of all of any single tract having common ownership within the jurisdiction of one or the other of said municipalities; and,

WHEREAS, Downers Grove and Lisle have previously entered into an agreement dated June 4, 1990 entitled, "Boundary Agreement Between the Village of Lisle and the Village of Downers Grove" (the 1990 Agreement) which sets the jurisdictional boundary line between these the parties; and,

WHEREAS, Downers Grove and Lisle repealed and replaced the 1990 Agreement with an agreement dated February 3, 1992 entitled, "Boundary Agreement

Between the Village of Lisle and the Village of Downers Grove" (the 1992 Agreement);
and,

WHEREAS, the parties have determined that it is necessary and desirable to amend the 1992 Agreement to provide for a modified jurisdictional boundary line between the parties; and,

WHEREAS, Downers Grove and Lisle have authorized the execution of this Agreement as an exercise of their respective authority and in accordance with the intergovernmental cooperation provisions of the Constitution of the State of Illinois of 1970.

NOW, THEREFORE, in consideration of the mutual agreements therein set forth, and pursuant to the authority of said municipalities referred to above, the Village Downers Grove and the Village of Lisle hereby agree as follows:

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

Section 2. The 1992 Agreement is amended by deleting Exhibit "A", legal description of the boundary line, in its entirety and substituting in its place Exhibit "A" attached hereto.

Section 3. The 1992 Agreement is amended by deleting Exhibit "B", map of the boundary line, in its entirety and substituting in its place Exhibit "B" attached hereto.

Section 4. Except as modified herein with reference to Exhibits "A" and "B", the 1992 Agreement of the parties as to jurisdictional boundary line dated February 3, 1992, shall remain in full force and effect.

IN WITNESS WHEREOF, Downers Grove and Lisle have caused this

Agreement to be executed by their respective Mayors, and attested by their respective Village Clerks, with their corporate seals hereunto affixed, as of the day and year first above written.

VILLAGE OF DOWNERS GROVE

BY: Betty M. Cheever
Mayor

ATTEST:
Barbara Waldner
Village Clerk

VILLAGE OF LISLE

BY: [Signature]
Mayor

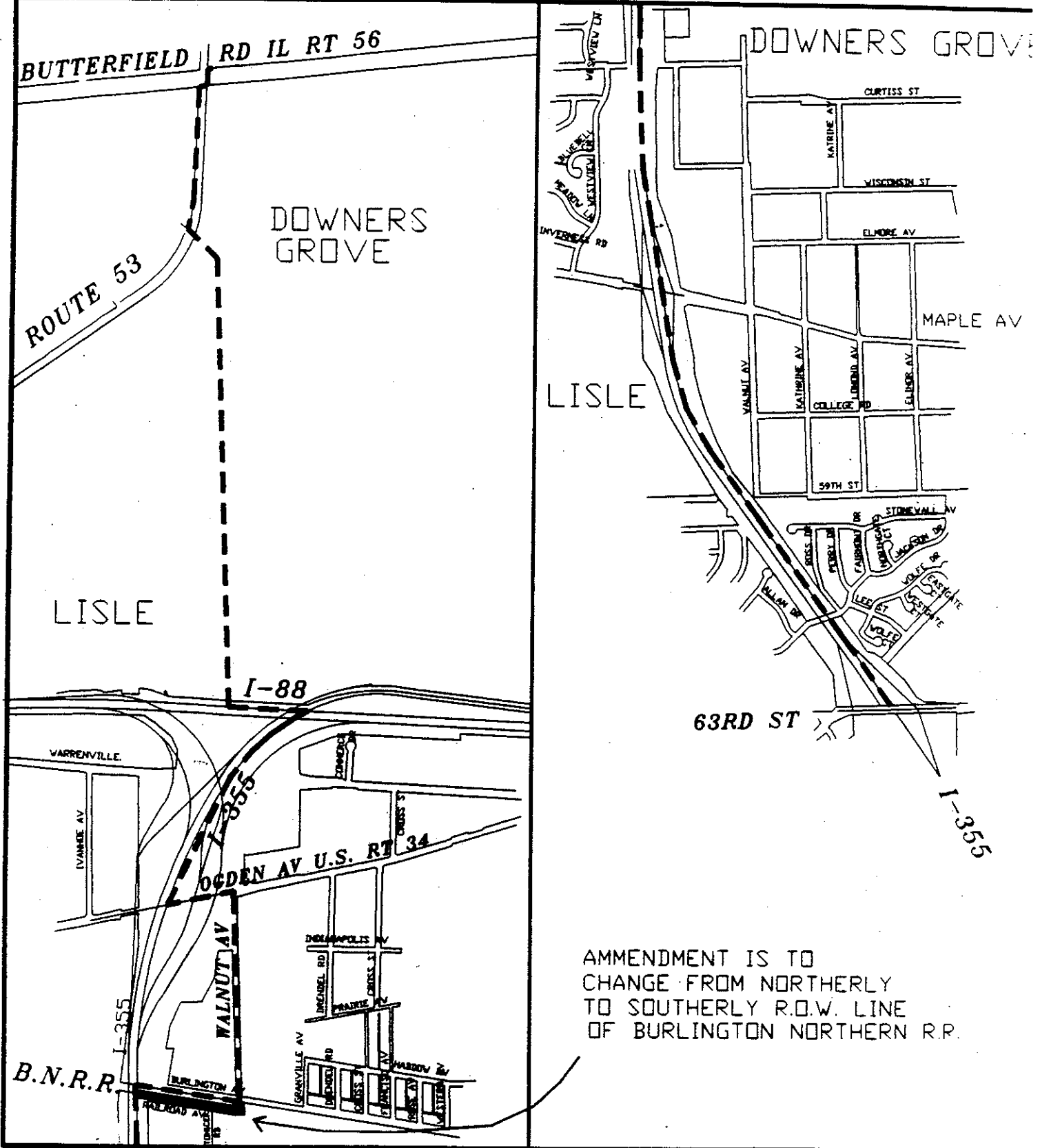
ATTEST:
Melville F. Handley
Village Clerk
by Josephine A. Hirsman
Deputy Village Clerk

EXHIBIT A**1995 AMENDMENT TO EXHIBIT A
LISLE BOUNDARY AGREEMENT**

Commencing at the intersection of the center line of 63rd Street and 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 Railway Company right-of-way; thence easterly along the south line of the Chicago, Burlington & Quincy Railway Company right-of-way to the intersection thereof with the center line of Walnut Avenue; thence north along said center 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.

LISLE - DOWNERS GROVE BOUNDARY LINE

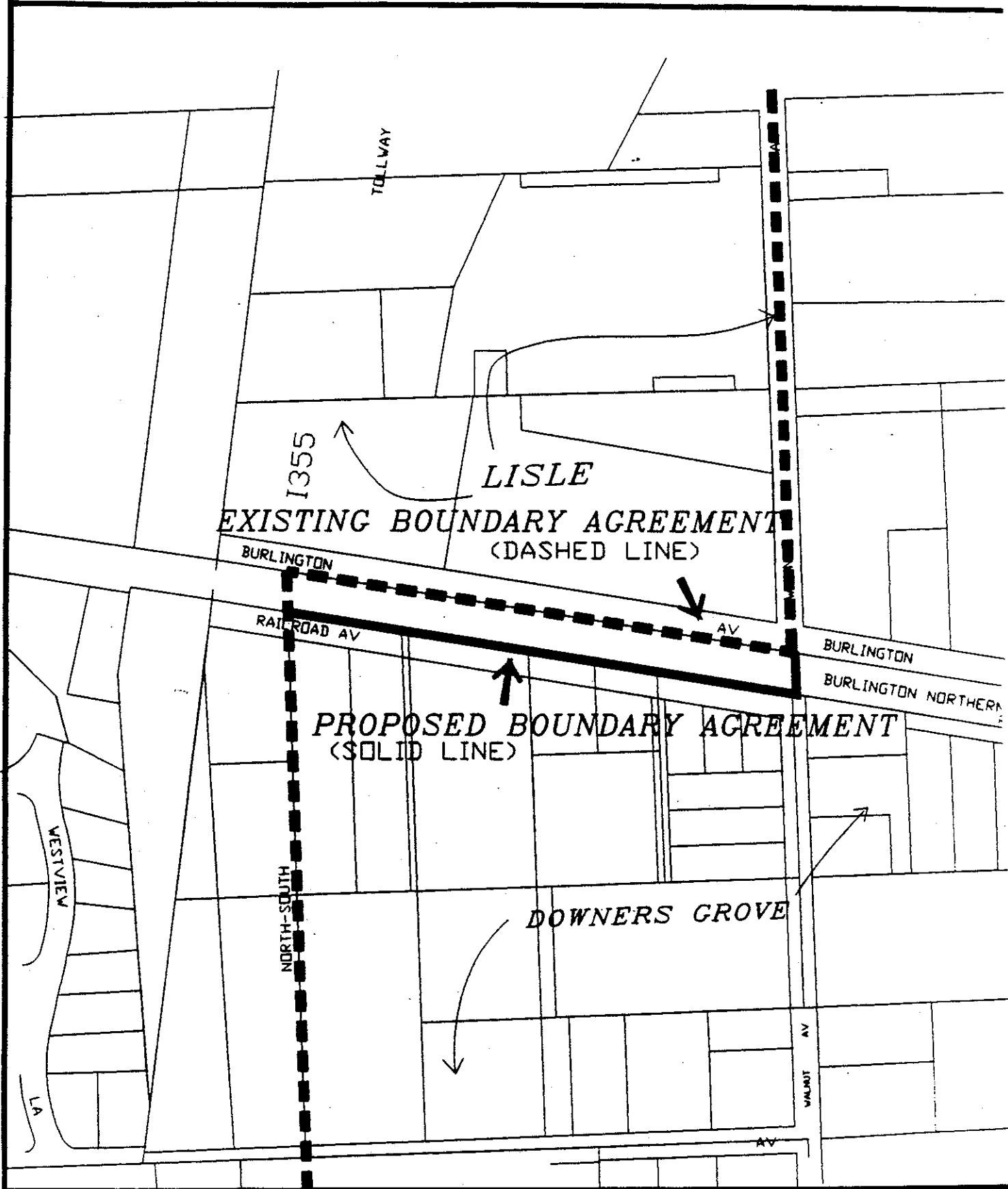
1995



AMMENDMENT IS TO
 CHANGE FROM NORTHERLY
 TO SOUTHERLY R.O.W. LINE
 OF BURLINGTON NORTHERN R.R.

EXHIBIT B

LISLE - DOWNERS GROVE BOUNDARY LINE 1995



STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Melville F. Handley, Village Clerk in and for the Village of Lisle, in the County and State aforesaid, and keeper of the records and files of said Village, do hereby certify the foregoing to be a true, perfect, exact and complete copy of Resolution No. 95-1340, adopted and approved by the President and the Board of Trustees at an official meeting held on JANUARY 3, 1995 and that the vote on the motion for adoption was as follows:

AYES: TRUSTEES BRODA, HACKLEMAN, BRANDONISIO, PAKENHAM, YUILL

NAYS: NONE

ABSENT: TRUSTEE EARLEY

ABSTAIN: NONE

In witness whereof, I have hereunto set my hand and affixed the seal of said Village of Lisle, this 18TH day of JANUARY, 1995.

Melville F. Handley
Melville F. Handley, Village Clerk
by Josephine C. Sherman
Deputy Village Clerk

SEAL



VILLAGE of LISLE

"Small Enough To Be Your Neighbor, Large Enough To Serve Your Needs"

The Arboretum Village

1040 Burlington Avenue

Lisle, Illinois 60532-1898

- Carl Doerr.....Village Manager
- Thomas Ewers.....Community Development Director
- Bob Kay.....Assistant Village Attorney
- Dennis Michaels.....Public Works Superintendent
- Ray Peterson.....Public Works Director
- Don Pieart.....Village Engineer
- Richard Myers.....Chief of Police
- Corinne Butts.....Human Resource Director
- Mary Lou Kalsted.....Assistant Village Manager
- Kim Schiller.....Finance Director
- Barbara Adamec.....Asst. to the Village Manager
- Judy Lagro.....Business Office Manager
- Patti Huth.....Purchasing Agent
- Michael Pippenger.....Asst. Finance Director

DOWNERS GROVE VILLAGE CLERK - BARBARA WALDNER

RESOLUTION Recorded Res. 95-1340

ORDINANCE _____

certify.vb