

ITEM RES 2015-6063

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**3/10/2015**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Boundary Agreement with Village of Lombard	Stan Popovich, AICP Planning Manager

**SYNOPSIS**

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

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval on the March 10, 2015 consent agenda.

**BACKGROUND**

In 1981, the Villages of Downers Grove and Lombard entered into a Boundary Agreement. The agreement was updated in 1995 and expires in March 2015. Staff from Downers Grove and Lombard have coordinated the update to the Boundary Agreement between the Villages. There are no proposed changes to the Boundary Agreement. If approved, the agreement would be valid for a period of 20 years.

The Village of Lombard approved the updated Boundary Agreement at its March 5, 2015 meeting.

**ATTACHMENTS**

Resolution  
Boundary Agreement

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING EXECUTION OF A BOUNDARY AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE VILLAGE OF LOMBARD**

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 Boundary Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the Village of Lombard ("Lombard"), 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 Mayor 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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.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

BOUNDARY AGREEMENT  
BETWEEN THE VILLAGE OF LOMBARD AND THE  
VILLAGE OF DOWNERS GROVE

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Village of Downers Grove, a municipal corporation of DuPage County, Illinois (hereinafter called "Downers Grove"), and the Village of Lombard, a municipal corporation of DuPage County, Illinois (hereinafter called "Lombard");

WITNESSETH:

WHEREAS, Downers Grove and Lombard 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, 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 statutory provisions; and,

WHEREAS, Downers Grove and Lombard have duly authorized Plan Commissions, created pursuant to authority granted by 65 ILCS 5/11-12-1, et seq. and have adopted official plans pursuant thereto; and,

WHEREAS, 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 of such corporate authorities for certain purposes; and,

WHEREAS, Downers Grove and Lombard have agreed upon a line marking the boundaries of the jurisdiction of their respective corporate authorities, pursuant to the authority granted in 65 ILCS 5/11-12-9; and,

WHEREAS, there is unincorporated territory lying between the corporate limits of Downers Grove and the corporate limits of Lombard, which territory is within one and one-half miles of the boundaries of Downers Grove and Lombard; and,

WHEREAS, Downers Grove and Lombard 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 Lombard have determined that it will be in the best interests of each of said municipalities and the citizens thereof to enter into an agreement establishing a boundary line pursuant to the

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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 Lombard 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 agreement herein set forth, and pursuant to the authority of said municipalities referred to above, the Village of Downers Grove and the Village of Lombard hereby agree as follows:

1. The provisions of the preamble hereinabove set forth are hereby restated herein as though herein fully set forth.
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 Lombard for all purposes of this Agreement, and specifically for municipal government planning, annexation, subdivision control, official maps, ordinances and other municipal purposes.
3. It is the intention of both municipalities to honor the Boundary Line in effecting future annexations of 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 Lombard and northerly of the Boundary Line described in Section 2 hereof, and Lombard will not annex any territory within the jurisdiction of Downers Grove and southerly of the Boundary Line described in Section 2 hereof.
4. Lombard hereby transfers to Downers Grove all powers, authority and jurisdiction which it may have southerly of the Boundary Line, and Downers Grove hereby transfers to Lombard all powers, authorities and jurisdiction which it may have northerly of the Boundary Line.
5. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection or to take other lawful action to oppose proposed rezonings within one and one-half miles of its corporate limits or to oppose zoning in any lawful manner within the other municipality.
6. This Agreement shall be binding upon, and shall apply only to relations between Downers Grove and Lombard. Nothing herein shall be used or construed to affect, limit or invalidate the boundary claims of either Downers Grove or Lombard insofar as such claims shall relate to any municipality which is not a party to this Agreement.

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7. 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 such municipality.
8. 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 between Downers Grove and Lombard.
9. Neither Downers Grove nor Lombard 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, as the same may be extended, pursuant to Section 8 hereof.
10. 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.
11. This Agreement shall be construed in accordance with the laws of the State of Illinois.
12. That all prior agreements between Downers Grove and Lombard, as to any jurisdictional boundary line, including, but not limited to, the jurisdictional boundary line agreement dated May 2, 1991, and recorded on March 6, 1995, as document number R1995-026339 with the DuPage County Recorder's Office are hereby repealed.

IN WITNESS WHEREOF, Downers Grove and Lombard have caused this Agreement to be executed by their respective Presidents, 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: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Village Clerk

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VILLAGE OF LOMBARD

By:   
President

ATTEST:

  
Deputy Village Clerk

## EXHIBIT "A"

Commencing at the place of beginning, that being the point at which the north right-of-way line of the Reagan Memorial Tollway (Interstate 88) intersects the west right-of-way line of Meyers Road, thence southwesterly along the north right-of-way line of the Reagan Memorial Tollway to the point of intersection between said north right-of-way line and east right-of-way line of Highland Avenue, thence northerly along said east right-of-way line to the point of intersection between said east right-of-way line and the south right-of-way line of Butterfield Road, thence westerly along said south right-of-way line to the point of intersection between said south right-of-way line and the west right-of-way line of Highland Avenue, thence northerly along said west right-of-way line to the point of intersection between said west right-of-way line and the north right-of-way line of Butterfield Road, thence westerly along said north right-of-way line to the point of intersection between said north right-of-way line and the east line of the southeast quarter of Section 30, Township 39 North, Range 11 East of the Third Principal Meridian, thence northerly along said east line of said quarter section, having a bearing of S.0° 02' W. to the northeast corner of said southeast quarter, thence northerly along the east line of the northeast quarter of said Section 30, having a bearing of S.0° 02' W, a distance of 326.15 feet to the north line of the south 20 acres of the northeast quarter of said Section 30, thence N 89° 44' W. along said north line to the point of intersection between said north line and the east right-of-way line of Finley Road, thence southerly along said east right-of-way line to the point of intersection between said east right-of-way line and the north line of the south west quarter of said Section 30, thence westerly along said north line to the west line of said south west quarter, thence southerly along said west line to the point of intersection between said west line and the north right-of-way line of Butterfield Road, thence westerly along said north right-of-way line to the point of termination, being the intersection between said north right-of-way line of Butterfield Road and the west right-of-way line of State Highway Route 53. All in DuPage County.

EXHIBIT "B"

