

VILLAGE OF DOWNERS GROVE
Report for the Village
11/20/2018

SUBJECT:	SUBMITTED BY:
Boundary Agreement with the City of Darien	Stan Popovich, AICP Director of Community Development

SYNOPSIS

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

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Exceptional Municipal Services*.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval on the November 20, 2018 consent agenda.

BACKGROUND

In 1990, the Village entered into a boundary agreement with the City of Darien. Village staff recently discovered that the agreement had lapsed. Village staff has worked with staff from the City of Darien to craft the updated boundary agreement. There are no proposed changes to the boundary agreement nor are there any changes to the boundaries or responsibilities of either municipality.

The City of Darien is scheduled to present the boundary agreement to their Municipal Services Committee of the City Council on November 26, 2018 and the full City Council on December 3, 2018.

ATTACHMENTS

Resolution
Boundary Agreement

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING EXECUTION OF A
BOUNDARY LINE AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE CITY OF DARIEN**

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 Line Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the City of Darien ("Darien") 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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.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 LINE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2018 by and between the Village of Downers Grove, a municipal corporation of DuPage County, Illinois (hereinafter called "Downers Grove"), and the City of Darien, a municipal corporation of DuPage County, Illinois (hereinafter called "Darien"),

WITNESSETH:

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

WHEREAS, Downers Grove and Darien 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, 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, the Parties previously entered into a boundary line agreement dated August 13, 1990 with regard to the establishment of jurisdictional boundary lines; and

WHEREAS, the Parties have determined that it is necessary and desirable to repeal and replace the August 13, 1990 Agreement and, substitute in place, this inclusive Agreement; and

WHEREAS, the corporate authorities of Downers Grove and Darien 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 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 Darien 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, in consideration of the mutual agreements herein set forth, and pursuant to the authority of said municipalities referred to above, the Village of Downers Grove and the City of Darien 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 Darien for all purposes of this Agreement, and specifically for municipal government planning, 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 Darien and southerly and easterly of the Boundary Line described in paragraph 1 hereof, and Darien will not annex any territory within the jurisdiction of Downers Grove and northerly and westerly of the Boundary Line described in paragraph 1 hereof.
4. Darien hereby transfers to Downers Grove all powers, authority and jurisdiction which it may have northerly and westerly of the Boundary Line, and Downers Grove hereby transfers to Darien all powers, authority and jurisdiction which it may have southerly and easterly 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 Darien. Nothing herein shall be used or construed to affect, limit or invalidate the boundary claims of either Downers Grove or Darien insofar as such claims shall relate to any municipality which is not a party to this Agreement.
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 agreement of the parties.
9. Neither Downers Grove nor Darien 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 paragraph 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 of the parties as to any jurisdictional boundary line, and in particular the agreement entered between the parties on August 13, 1990 and recorded in the Office of the DuPage County Recorder on August 15, 1990, are hereby repealed.

IN WITNESS WHEREOF, Downers Grove and Darien 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

CITY OF DARIEN

BY: _____
Mayor

BY: _____
Mayor

ATTEST:

Village Clerk

ATTEST:

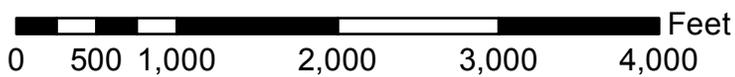
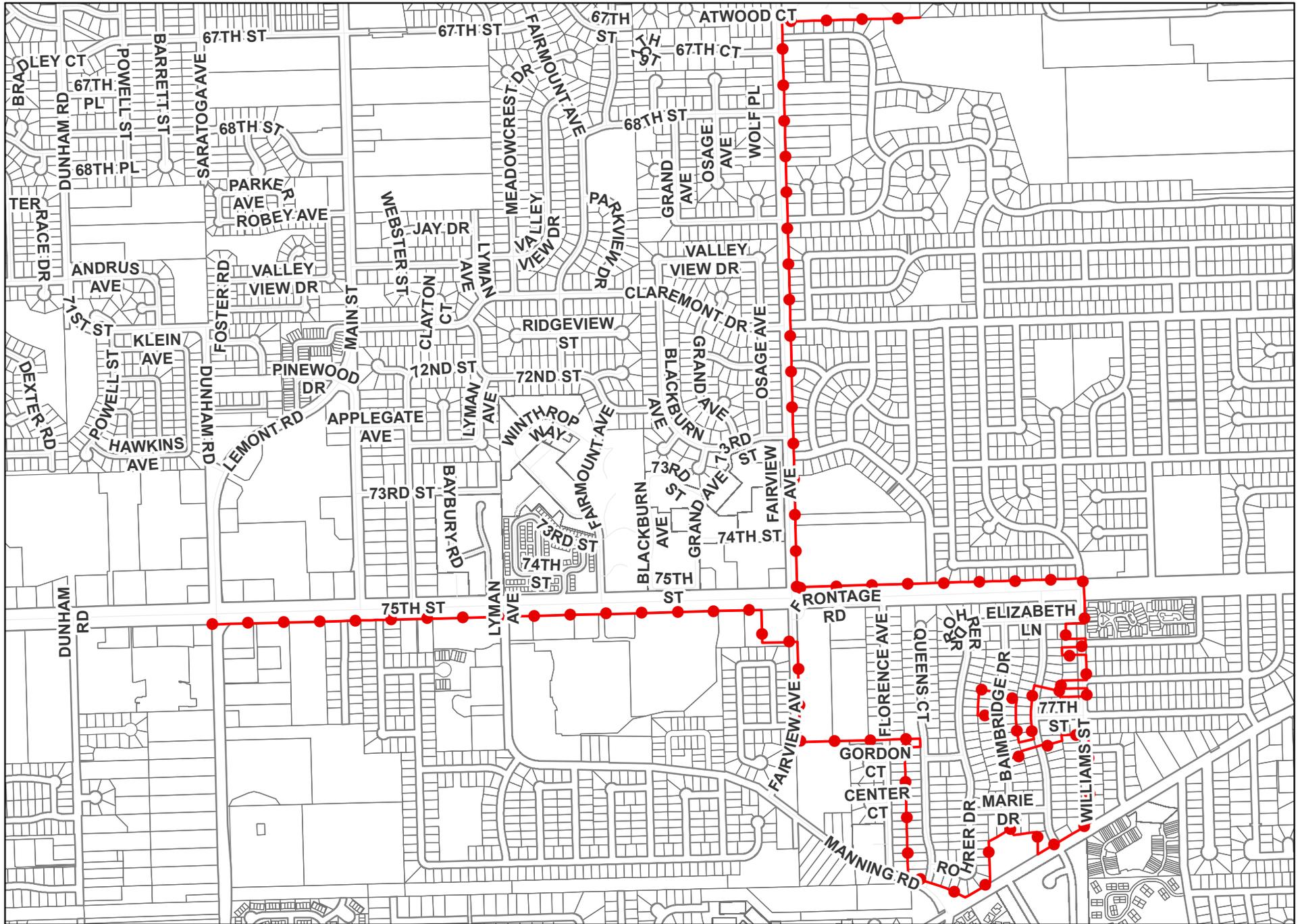
City Clerk

EXHIBIT A

Commencing at the intersection of the centerline of Lemont Road with the Northerly right-of-way of United States Interstate Highway 55, in Downers Grove Township, for a point of beginning, thence Northerly along said centerline to a point 888.56 feet South of the Northwest corner of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence Easterly 33.0 feet from the centerline of Lemont Road to a point, thence Northerly 38.56 feet to a point, thence Easterly 17.0 feet to the East right-of-way of Lemont Road, thence Northerly 205.0 feet along said East right-of-way to a point, such point being the intersection of said East right-of-way with the South line of the North 645.0 feet of the Northwest Quarter of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence Easterly 315.0 feet along said South line to the East line of the West 365.0 feet of the Northwest Quarter of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence North 545.0 feet to the South line of 75th Street, such line being 100 feet South of the North line of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence Easterly along said South line of 75th Street for a distance of 4,904 feet more or less to a point, said point being the Northwest corner of Parcel 09-29-400-015 being a parcel of 1.71 acres located in the Southeast Quarter of Section 29, thence South along the West line of said 1.71 acre parcel or 402.83 feet, thence Easterly 366 feet to the East right-of-way line of Fairview Avenue, thence South a distance of 910 feet along said East right-of-way line of Fairview Avenue as dedicated by Document R74-00398 located in the Southwest Quarter of Section 28 to a point, said point being the Southwest corner of Vieth's Assessment Plat, thence Easterly along the South line of Vieth's Assessment Plat as extended Easterly for a distance of approximately 1185 feet to the Northeast corner of Lot 17 of Block 8 of Knottingham Unit 3, thence South 75 feet to the Southeast corner of Lot 17, thence West 145 feet to the Southwest corner of Lot 17 thence South along the West line of Block 8 of Knottingham Unit 3 to a point of intersection of said line with the North line of Manning Road, such point also being the Southwest corner of Lot 1 of Block 8 of Knottingham Unit 2, thence East along the South line of Lot 1, Block 8, Unit 2 and such line extended to the Southwest corner of Lot 1, Block 6 of Knottingham Unit 2, thence Easterly along the Southerly property lines of Lots 1 through 6 of Block 6 of Knottingham Unit 2, to the Southeasterly most corner of Lot 6, thence Northerly along the Easterly line of Lots 6 through 10 to a point of intersection with the Southwesterly corner of Lot 14, thence Easterly along the Southerly property lines of Lots 14 through 20 to a point of intersection with the Northwesterly corner of Lot 21, thence Southerly along the Westerly line of Lot 21 for a distance of 205.62 feet to the intersection of said Westerly line with the Northerly line of Plainfield Road, thence Easterly along the Northerly line of Plainfield Road to the East line of Williams Street, thence North along said East line to the point of intersection with the North line extended of Lot 27 of Block 3 of Knottingham Unit 1, thence Westerly along said North line of Lot 27 to the Northwest corner of Lot 27, thence South along the West line of Lot 27 to a point of intersection with the South line of Lot 5 of Block 3 of Knottingham Unit 2, thence Westerly along the South line of Lot 5 to the Southwest corner of said lot also being a point on the East right-of-way line of Knottingham Lane, thence North along the West line of said Lot 5 to the point of intersection with the Southerly Line of Lot 30, Block 4 of Knottingham Unit 2 extended, thence Westerly along said line to the Southwest corner of Lot 30, such point also being a point along the Easterly line of Lot 17 of Block 4 of Knottingham Unit 3, thence Southerly along such line to the Southeast corner of Lot 17, thence Westerly along the South line of Lot 17 to the Southwest corner of Lot 17 being a point on the Easterly right-of-way line of Baimbridge Drive, thence Northerly along the East line of Baimbridge Drive to a point on the West line of Lot 13, Block 4 being a point of intersection with the South line of Lot 35, Block 5 extended, thence Westerly along such line extended and along the South line of Lot 35 to the Southwest corner of said lot, thence Northerly along the West line of Lots 35, 36 and 37 to the Northwest corner of Lot 37, thence East along the North line of Lot 37 to the Northeast corner of said lot, thence South along the East line of Lot 37 to a point, said point being the intersection of the East line of Lot 37 with the North line of Lot 11, Block 4

extended, thence East along said extended line and the North line of Lot 11 to the Northeast corner of Lot 11, thence South along the East line of Lots 11, 12, 13, 14, 15, and 16 to a point on the East line of Lot 16 where it intersects with the North line of Lot 30, thence East along the North line of Lot 30 to the point of intersection with the West right-of-way line of Knottingham Lane, thence North along the West line of Knottingham Lane also being the Easterly property line of Lots 31, 32, 33, 34, 35, 36, and 37 to a point on the East line of Lot 37 being the intersection of said Easterly line with the Northerly line of Lot 10 of Block 2 of Knottingham Unit 1 extended, thence Easterly along such extended line and along the Northerly line of Lot 10 to the Easterly line of Lot 10, thence South along said East line to the Southeast corner of Lot 10 which is also the Southwest corner of Lot 15, thence East along the South line of Lot 15 and such line extended to the East right-of-way line of Williams Street, thence North on the East line to the point of intersection with the South line of Lot 16 extended, thence West along such line extended and along the South line of Lot 16 to the Southwest corner of said lot, thence North along the West line of Lot 16 to the Northwest corner, thence East along the North line and the North line extended to the East Line of the Williams Street right-of-way, thence North along the East line to the point of intersection with the South line of Lot 20 extended, thence West along said extended line and the south line of Lot 20 to the Southwest corner of Lot 20, thence North along the West line of Lot 20 to the Northwest corner of Lot 20, thence East along the North line of Lot 20 and such line extended to the East line of Williams Street, thence North along said East line to the intersection with the South line of Lot 1, Block 2, thence West along said South line extended and said South line to the Southwest corner of Lot 1, thence North along the West line to the Northwest corner of Lot 1, thence East along the North line of Lot 1 and said line extended to the East line of Williams Street, thence North along said East line and such line extended to the North right-of-way line of 75th Street, thence West along the North line of 75th Street to a point 1526.34 feet West of the East line of the West half of Section 28, thence South a distance of 438.38 feet to a point in the Northerly portion of Lot 2 of part of Varoni's Division of Lot 2 of Vieth's Assessment Plat such point being 238.38 feet South of the North property line and 36 feet West of the East line of said Lot 2, thence Westerly to the West line of said Lot 2 a distance of 127.92 feet more or less, thence North to the North line of 75th Street, thence West along the North line of 75th Street to the East line of Fairview Avenue, thence North along the East line of Fairview Avenue to the point of intersection with the South line of the North half of Section 21, thence Easterly along said South line to the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 21 for a point of ending, all the aforescribed being located in Township 38 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

Exhibit B



 Darien Boundary Agreement Line

