



Village of Downers Grove

## Report for the Village Council Meeting

*Table 1 - Council Agenda item.*

<b>Subject</b>	Boundary Agreement with the Village of Woodridge
<b>Submitted By</b>	Stan Popovich, AICP Director of Community Development

### Synopsis

A resolution has been prepared authorizing the execution a Boundary Agreement with the Village of Woodridge.

### Strategic Plan Alignment

The goals for 2025-2027 include Exceptional Municipal Services.

### Fiscal Impact

N/A.

### Recommendation

This item was discussed at the April 7, 2026 Village Council meeting. Staff recommends approval on the April 14, 2026 Active Agenda.

### Background

In December 2002, the Village of Downers Grove (Village) entered into a boundary agreement with the Village of Woodridge (Woodridge). It was recently discovered

that the agreement had lapsed. Village staff worked with staff from the Village of Woodridge to update the boundary line agreement. The proposed changes are as follows:

- The point of ending has changed from roughly Lemont Road and I-55 to the intersection of Lemont Road and 75<sup>th</sup> Street. This more accurately represents the southern boundary of the Village of Downers Grove.
- The Village of Downers Grove currently has a water main located within the Woodward Avenue right-of-way that falls on the Village of Woodridge's side of the boundary line. The agreement provides the Village of Downers Grove with a continuing right to maintain its water main located within this right-of-way.

The Village of Woodridge is scheduled to consider the boundary line agreement at their April 16, 2026 Village Council meeting.

## **Attachments**

Resolution

Boundary Line Agreement



Village of Downers Grove

## Council Action Summary

*Table 1 - Council Action Summary.*

<b>Initiated By</b>	<b>Village Attorney</b>
<b>Effective Date</b>	April 14, 2026
<b>Recommendation From</b>	
<b>File Reference</b>	
<b>Nature of Action</b>	Resolution

### Steps Needed to Implement Action.

Motion to adopt "A Resolution Authorizing Execution of a Boundary Line Agreement Between the Village of Downers Grove and the Village of Woodridge", as presented.

### Summary of Item.

Adoption of this resolution shall authorize execution of a Boundary Line Agreement with the Village of Woodridge.

### Record of Action Taken.

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## Resolution No.

### **A Resolution Authorizing Execution of a Boundary Line Agreement Between the Village of Downers Grove and the Village of Woodridge**

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) authorizes the corporate authorities of municipalities that have adopted an official plan to agree upon a line which shall mark the boundaries of the jurisdiction of each of the respective corporate authorities; and,

WHEREAS, the Village of Downers Grove and the Village of Woodridge have adopted official plans and have agreed upon a line that marks the boundaries of the jurisdiction of each of their respective corporate authorities ("Boundary Line Agreement");

WHEREAS, the Village of Downers Grove has provided notice of the formal approval of the Boundary Line Agreement in accordance with Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9).

NOW, THEREFORE, be it resolved by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

SECTION 1. That the provisions of the preamble are incorporated into and made a part of this resolution.

SECTION 2. That the form and substance of the Boundary Line Agreement between the Village of Downers Grove (the "Village") and the Village of Woodridge ("Woodridge") as set forth in the form of the Boundary Line Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

SECTION 3. That the Mayor and the Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal, and deliver the Boundary Line Agreement substantially in the form approved in the

foregoing paragraph of this resolution. The Village Clerk shall cause a copy of the Boundary Line Agreement to be recorded in the Office of the Recorder of Deeds of DuPage County.

SECTION 4. 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 Boundary Line Agreement.

SECTION 5. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. That this Resolution shall be in full force and effect from and after its passage as provided by law.

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By: Mayor

Passed:

Published:

**Attest:**

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By: Village Clerk

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation (hereinafter called "Downers Grove"), and the VILLAGE OF WOODRIDGE, an Illinois municipal corporation (hereinafter called "Woodridge"),

WITNESSETH:

WHEREAS, Woodridge and Downers Grove 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/Art. 11 Div. 12) 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, Woodridge and Downers Grove have each adopted the necessary official plan or map pursuant to the authority conferred by statute; and,

WHEREAS, said Division ( 65 ILCS 5/11-12-9) 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, there is unincorporated territory in the County of DuPage situated within one and one-half miles of the corporate limits of both Woodridge and Downers Grove; and

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

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes

municipalities to enter into contracts or agreements among themselves in order to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Downers Grove and Woodridge entered into a certain Boundary Line Agreement, dated December 3, 2002; which has since expired; and,

WHEREAS, the corporate authorities of Downers Grove and Woodridge have determined that it is in the best interest of each municipality and the citizens thereof to re-enter into a new boundary line 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 Woodridge have each provided public notice of this Agreement, not less than 30 days and not more than 120 days prior to formal approval of this Agreement by their respective corporate authorities, as required by 65 ILCS 5/11-12-9.

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

1. The provisions of the preamble hereinabove set forth are hereby restated as though herein fully set forth.
2. The boundary line (the "Boundary Line") legally described in Exhibit "B" attached hereto, and depicted on the map attached hereto as Exhibit "A", is hereby approved and adopted by Downers Grove and Woodridge for all purposes of this Agreement, and specifically for municipal government planning, subdivision control, official maps, ordinances and other municipal purposes.
3. Without the prior written consent of the other municipality to the contrary, Downers Grove will not annex any territory within the jurisdiction of Woodridge and west and south of the Boundary Line described in paragraph 2 hereof, and Woodridge will not annex any territory within the jurisdiction of Downers Grove and east and north of the Boundary Line described in paragraph 2 hereof.
4. Woodridge hereby transfers to Downers Grove all powers, authority and jurisdiction which it may have over the territory lying east and north of the Boundary Line, and Downers Grove hereby transfers to Woodridge all powers, authority and jurisdiction which it may have over the territory lying west and south of the Boundary Line. For the avoidance of doubt, a perpetual, nonexclusive easement is

reserved for Downers Grove for watermain purpose, including but not limited to any rights necessary for the access to and maintenance of said water main, along that portion of the right-of-way adjacent to Woodward Ave. that is bound at the northern end approximately 140 feet south of the intersection of Oxnard Dr. and Woodward Ave., thence southerly for approximately 530 feet.

5. 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 from the other municipality to the contrary, Woodridge will not annex any territory situated in the Downers Grove jurisdiction area and Downers Grove will not annex any territory situated in the Woodridge jurisdiction area.

6. 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.

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

8. 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.

9. This Agreement shall be in full force and effect for a period of twenty (20) years from the date hereof and shall be automatically renewed thereafter for successive five (5) year terms unless either party serves written notice upon the other party not less than 180 days prior to the scheduled expiration of the initial term or renewal thereof of its desire that this Agreement not be so renewed.

10. Neither Downers Grove nor Woodridge 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 9 hereof.

11. 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.

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

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Downers Grove and Woodridge 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**

\_\_\_\_\_  
Mayor

Attest:

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

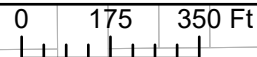
**VILLAGE OF WOODRIDGE**

\_\_\_\_\_  
Mayor

Attest:

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

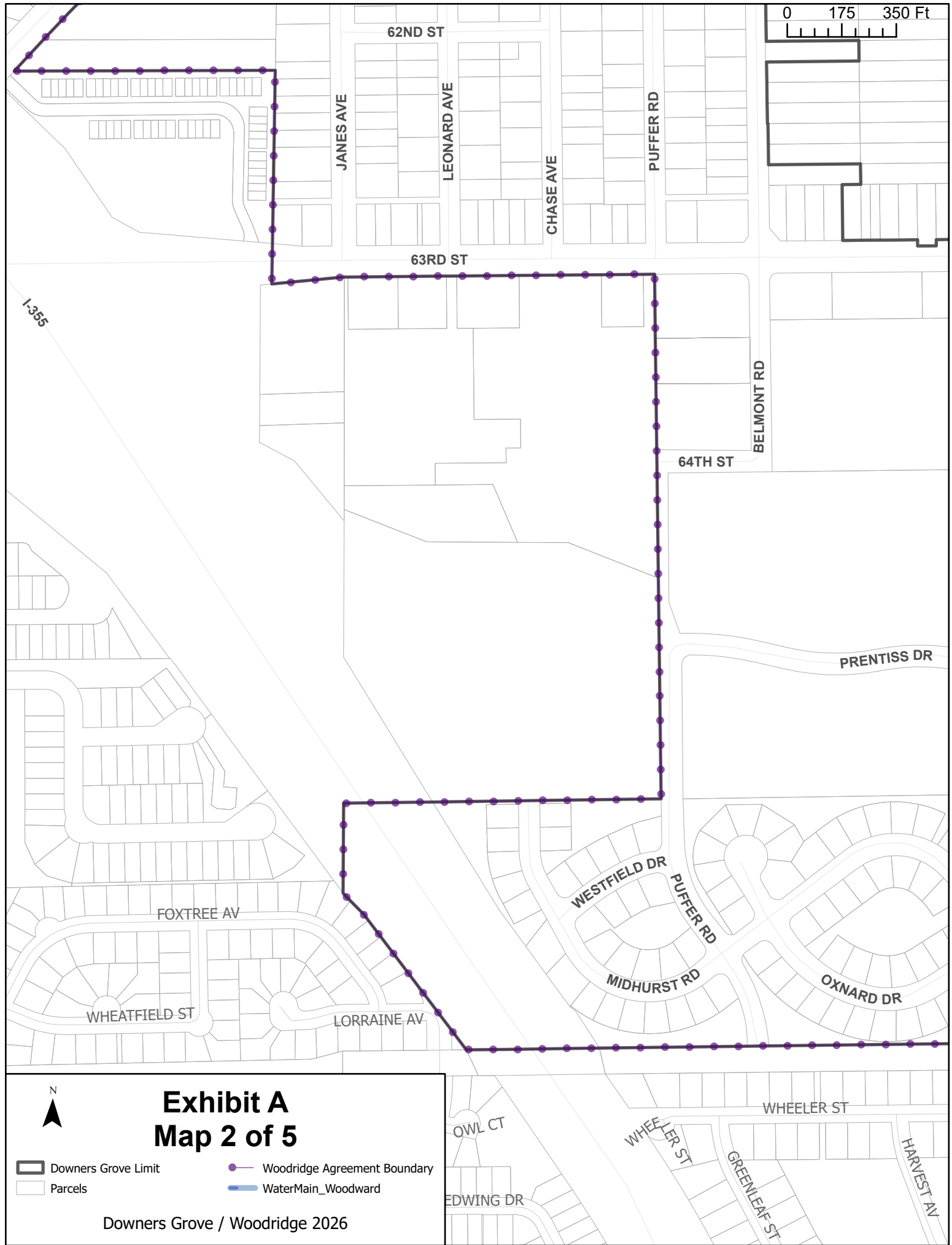
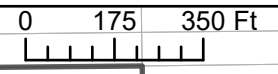
EXHIBIT A  
MAP



# Exhibit A Map 1 of 5

- Downers Grove Limit
- Woodridge Agreement Boundary
- Parcels
- WaterMain\_Woodward

Downers Grove / Woodridge 2026

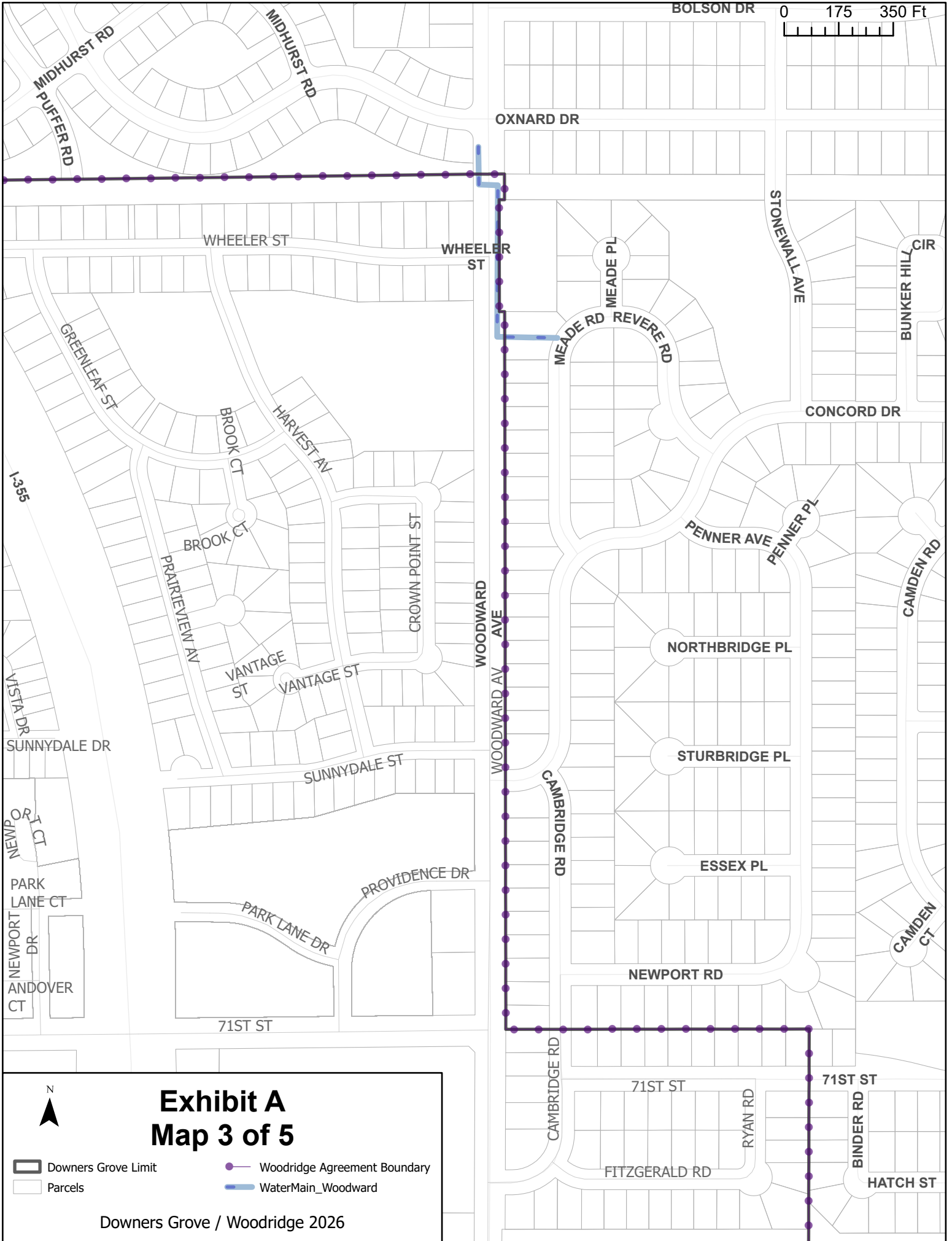


# Exhibit A

## Map 2 of 5

- Downers Grove Limit
- Woodridge Agreement Boundary
- Parcels
- WaterMain\_Woodward

Downers Grove / Woodridge 2026



# Exhibit A Map 3 of 5

- Downers Grove Limit
- Parcels
- Woodridge Agreement Boundary
- WaterMain\_Woodward

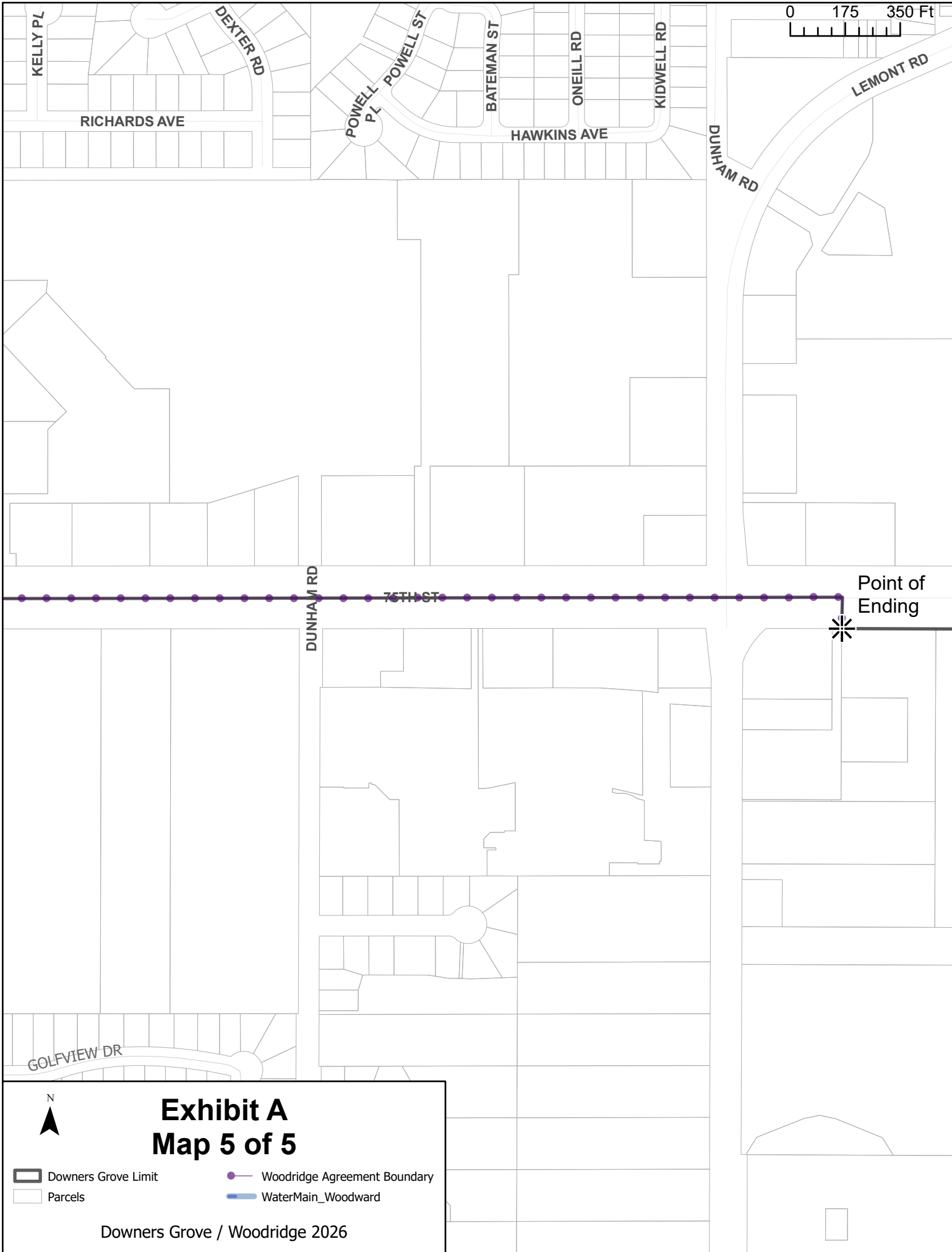
Downers Grove / Woodridge 2026







# Exhibit A Map 4 of 5

-  Downers Grove Limit
-  Woodridge Agreement Boundary
-  Parcels
-  WaterMain\_Woodward

Downers Grove / Woodridge 2026



-  Downers Grove Limit
-  Parcels
-  Woodridge Agreement Boundary
-  WaterMain\_Woodward

## Exhibit A Map 5 of 5

Downers Grove / Woodridge 2026

EXHIBIT "B"WOODRIDGE/DOWNERS GROVE BOUNDARY AGREEMENT LINE

Commencing at a point 36 feet west of the northeast corner of the SE ¼ of Section 14, Lisle Township for a point of beginning, thence east 86 feet along said line to the east right-of-way line of Walnut Avenue, thence north 40 feet along said right-of-way line to the southwest corner of McIntosh, A.T., & Co.'s Scenic Views Subdivision (R1925-190961), thence east 1,242 feet along said subdivision line to the west right-of-way line of Lomond Avenue, thence south 14 feet along said right-of-way to the north right-of-way line of 59<sup>th</sup> Street extended, thence east 1,187 feet to the west line of Downers Grove Park Subdivision (R1927-232126) extended, thence south 1,216 feet along said subdivision line to the south right-of-way line of Hobson Road, thence southwest 1,190 feet along said right-of-way to a point on the north line of Woodview Subdivision (R2017-111990), thence east 838 feet to the northeast corner of said subdivision, thence south 685 feet along said subdivision line to the south right-of-way line of 63<sup>rd</sup> Street, thence east 1,230 feet along said right-of-way to the northeast corner of Westwood Center P.U.D Subdivision (R1992-236286), thence south 1,684 feet along said subdivision line to the intersection of northeast corner of Prentiss Creek Unit 2 Subdivision (R1968-025285) and the west right-of-way line of Puffer Road, thence west 1,020 feet along said subdivision line to the centerline of Section 24, Lisle Township, thence south 289 feet to the intersection of said centerline and the west right-of-way of I-355, thence southeast 640 feet along said right-of-way line to the north line of N IL Gas Co. Lisle Twp. Assmt. Plat 2 (R1964-034769), thence east 2,324 feet along said right-of-way line to the east right-of-way of Woodward Avenue, thence south 2,745 feet along said right-of-way to the north line of Gallagher & Henry's Dunham Pl. Unit 9 Subdivision (R1980-034240) such line also being the north line of Section 30, Downers Grove North Township, thence east 974 feet to the northeast corner of said subdivision, thence south 2,656 feet to the centerline of 75<sup>th</sup> Street, thence east 4,346 feet along said centerline to a point 365 feet east of the northeast corner of the SE ¼ of Section 30, Downers Grove North Township, thence south 100 feet for a point of ending.