

## COUNCIL WORKSHOP ITEM

**ITEM:** A Boundary Line Agreement between the Village of Downers Grove and the Village of Woodridge  
**DATE:** November 20, 2002  
**PREPARED BY:** Enza Petrarca, Village Attorney  
**PURPOSE:** To Establish a Boundary Line Agreement between the Village of Downers Grove and the Village of Woodridge

### DISCUSSION:

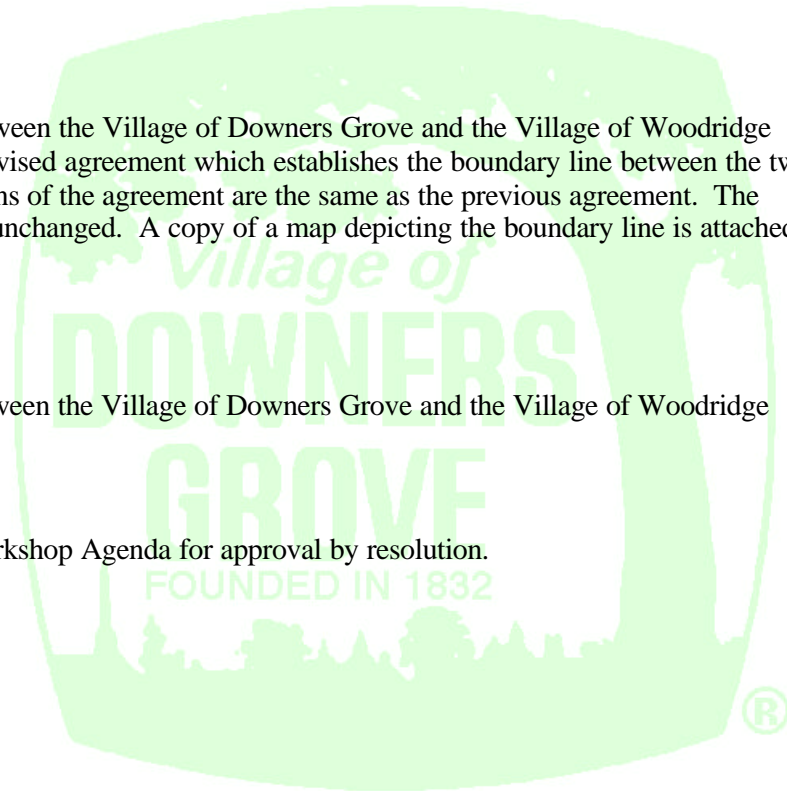
The boundary line agreement between the Village of Downers Grove and the Village of Woodridge expired in 2001. Attached is a revised agreement which establishes the boundary line between the two Villages. The terms and conditions of the agreement are the same as the previous agreement. The boundary line also has remained unchanged. A copy of a map depicting the boundary line is attached to the agreement for your review.

### ATTACHMENT:

A Boundary Line Agreement between the Village of Downers Grove and the Village of Woodridge

### RECOMMENDATION:

Place on November 26, 2002 Workshop Agenda for approval by resolution.



RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF A BOUNDARY LINE  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND THE VILLAGE OF WOODRIDGE**

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 Village of Woodridge ( "Woodridge"), as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

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

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

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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

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

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

BOUNDARY LINE AGREEMENT

**DRAFT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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, Division 12 of Article 11 of the Illinois Municipal Code (Chapter 65 Illinois Compiled Statutes) 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 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, 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, there is unincorporated territory in the County of DuPage situated within one and one-half miles of the corporate limits of both Downers Grove and Woodridge; and

WHEREAS, the corporate authorities of Woodridge and Downers Grove have determined that it will be 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,

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

SECTION 1. The provisions of the preamble hereinabove set forth are hereby restated herein as though herein fully set forth.

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 Downers Grove and Woodridge 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 B shall control.

SECTION 3.

A. 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. Woodridge shall not exercise such jurisdiction in any territory lying

east and north from the Boundary Line (Downers Grove "jurisdiction area"), and Downers Grove shall not exercise such jurisdiction in any territory lying west and south from the Boundary Line (Woodridge "jurisdiction area"), but each such village shall exercise such jurisdiction in the territory situated between the Boundary Line and its respective corporate limits.

B. Downers Grove hereby transfers to Woodridge all powers, authority and jurisdiction which it may have over the territory lying west and south from the Boundary Line and Woodridge hereby transfers to Downers Grove all powers, authority and jurisdiction which it may have over the territory lying east and north from the Boundary Line; provided, however, that if either of the villages determines to amend its Comprehensive Plan with regard to territory within one-half mile of the Boundary Line, such village shall notify the other in writing at least ten days prior to any hearing at which such amendment is to be considered.

SECTION 4. The municipalities shall 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, Woodridge will not annex any territory within the Downers Grove jurisdiction area and Downers Grove will not annex any territory within the Woodridge jurisdiction area pursuant to any procedure contemplated by Article 7 of the Illinois Municipal Code (Illinois Compiled Statutes Ch. 65) or pursuant to any annexation agreement contemplated by Section 11-15.1-1 et seq. of the Illinois Municipal Code (Illinois Compiled Statutes Ch. 65).

Woodridge 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, Woodridge 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. Woodridge and Downers Grove further agree not to make any requests, formal or informal, 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. Woodridge and Downers Grove agree not to extend, construct, acquire or maintain utilities within the other municipality's jurisdiction area as described in Section 3 of this Agreement without the express written consent of the other municipality.

SECTION 6. The parties hereto agree to cooperate to the fullest extent possible and take all steps reasonably practicable, to achieve any appropriate modification of the postal service boundary, the NIPC and Illinois EPA Facilities Planning Area, the local access telephone service area code, and the Emergency 911 telephone service area, to conform to the boundary defined under this Agreement.

SECTION 7. This Agreement shall remain in full force and effect for a period of twenty (20) years from the date hereof.

SECTION 8. 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.

SECTION 9. This Agreement shall not become effective until copies hereof, certified by the Clerks of the respective villages, 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 village.

IN WITNESS WHEREOF, the parties have caused these presents to be executed  
and delivered this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

VILLAGE OF DOWNERS GROVE

By: \_\_\_\_\_  
Mayor

Attest:

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

VILLAGE OF WOODRIDGE

By: \_\_\_\_\_  
Mayor

Attest:

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



DESCRIPTION OF THE PROPOSED BOUNDARY AGREEMENT LINE

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 645.0 feet to the centerline of 75th Street, also being the north line of the southwest quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence westerly along said centerline of 75th Street to a point of intersection with the easterly line extended south of the Maple Lake Assessment Plat #2 (NW $\frac{1}{4}$ , Sec. 30, Downers Grove Township), thence northerly along said line to the northerly line of Section 30 of Downers Grove Township, thence westerly along said section line to the intersection of said section line with the centerline of Woodward Avenue, thence northerly along the centerline of Woodward Avenue to a point in the NE $\frac{1}{4}$ , Sec. 24 of Lisle Township where the north line of the Northern Illinois Gas Company Lisle Township Assessment Plat #2 Lot 5 intersects with the centerline of Woodward Avenue, thence westerly along the northerly line of said Northern Illinois Gas Company right-of-way to a point on the southwesterly right-of-way line of F.A.P. 431, being a point 174.16 feet (measured---perpendicular) southwesterly of the Centerline and Transit line recorded per Document No. R70-6204; thence N. 36 $^{\circ}$ -59'-20" W. along said southwesterly right-of-way line of F.A.P. 431 a distance of 543.3 feet to a point 200 feet (measured perpendicular) southwesterly of aforesaid Centerline and Transit line; thence N. 44 $^{\circ}$ -11'-19" W. along said southwesterly right-of-way line of F.A.P. 431 a distance of 97.04 feet more or less to a point on the West line of the Northeast Quarter of Section 24; thence North along said west line of the Northeast Quarter of Section 24 to its intersection with a line approximately 800 feet north of the northerly line of the Northern Illinois Gas right-of-way, thence easterly and parallel with the north line of the Northern Illinois Gas right-of-way to the westerly right-of-way line of Puffer Road, thence northerly along said westerly line to the centerline of 63rd Street, thence westerly along said centerline to a point of intersection with the westerly line of block 15 of Downers Grove Park Subdivision in the SW $\frac{1}{4}$ , Section 13, Lisle Township, thence northerly along said westerly line of Block 15 to a point approximately 600 feet north of the centerline of 63rd Street, such point also being the northeast corner of the American Oil Company's Assessment Plat in the SW $\frac{1}{4}$ , Section 13 of

DESCRIPTION OF THE PROPOSED BOUNDARY AGREEMENT LINE (Continued)

Lisle Township, thence westerly along the northerly line of the American Oil Company's Assessment Plat to a point where such line intersects with the centerline of Hobson Road, thence northeasterly along the centerline of Hobson Road to the point of intersection with said centerline and the easterly line of Block 28 of Winston Hills Unit Four located in SW $\frac{1}{4}$ , Section 13 of Lisle Township, thence northerly along said easterly line to the intersection of said line with the north right-of-way line of 59th Street (also known as Wallace Street), thence westerly along said right-of-way line to a point of intersection of said right-of-way line with the centerline of the proposed right-of-way for F.A.P. Route 431 for a point of ending, all in Du Page County, Illinois.