

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: February 24, 2015 (B of T) Date: March 5, 2015

TITLE: Downers Grove/Lombard Boundary Agreement

SUBMITTED BY: Department of Community Development *JS*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing the execution of a Boundary Agreement with the Village of Downers Grove. (DISTRICTS #2 and #3)

Staff recommends approval of this resolution.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____ Date _____


Finance Director X _____ Date _____

Village Manager X _____ Date _____



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development 

DATE: March 5, 2015

SUBJECT: Downers Grove/Lombard Boundary Agreement

Illinois State Statutes provides for municipalities to enter into extraterritorial or boundaries agreements to provide for the long-range planning and review of land and services outside of existing municipal corporate limits. The Village of Lombard has previously entered into municipal boundary agreements with all neighboring municipalities as a means to address such planning activities as well as establishing specific areas that could be subject to future annexations.

Lombard has previously has entered into agreements with the Village of Downers Grove. With the time period of the existing agreement passing, staff has been working with the Village of Downers Grove on an extended agreement.

Attached for Village Board consideration is a new boundary agreement by and between the municipalities. The agreement primarily extends the agreement for another twenty year period and keeps the previously approved boundary line in the same manner as in the past. There are also minor changes to the extended agreement for clarity.

The agreement will need to be adopted by both municipalities. Should the Lombard Village Board adopt the agreement, it will be forwarded to the Village of Downers Grove for final consideration and approval.

ACTION REQUESTED

Please place this item on the March 5, 2015 Village Board agenda for consideration. Staff recommends that the Board approve a resolution to enter into a Boundary Agreement with the Village of Downers Grove.

RESOLUTION

_____ -15

**A RESOLUTION AUTHORIZING SIGNATURE OF PRESIDENT
AND CLERK ON A MUNICIPAL BOUNDARY AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard and the Village of Downers Grove seek to enter into a municipal boundary intergovernmental Agreement.

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this _____ day of _____, 2015.

Ayes: _____

Nays: _____

Absent _____

Approved this _____, day of _____, 2015.

Keith T. Giagnorio, Village President

ATTEST:

Sharon Kuderna, 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 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 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.
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 9 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 R95-026339 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

VILLAGE OF LOMBARD

By: _____
President

ATTEST:

Village Clerk

EXHIBIT "A"

Commencing at the place of beginning, that being the point at which the north right-of-way line of the East-West Tollway intersects the west right-of-way line of Meyers Road, thence southwesterly along the north right-of-way line of the East-West 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, Illinois.

