

ORDINANCE NO. F-1641

AN ORDINANCE ESTABLISHING A NEW BOUNDARY AGREEMENT BETWEEN THE CITY OF WHEATON AND THE VILLAGE OF WINFIELD

WHEREAS, the previous boundary agreement between the City of Wheaton and the Village of Winfield, signed in June of 1970 is no longer valid, as the State Statutes declared invalid such agreements that pre-dated September 27, 1987; and

WHEREAS, pursuant to notice as required by the Illinois Municipal Code, a public discussion was conducted by the Winfield Village Board on January 5, 2012 and by the Wheaton City Council on May 21, 2012 to consider the establishment of a new boundary agreement between the City of Wheaton and the Village of Winfield; and

WHEREAS, the Village of Winfield has approved the new boundary agreement establishing a line which shall mark the future boundaries of the two municipalities.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, Du Page County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The Mayor of the City is authorized and directed to sign, on behalf of the City, the Jurisdictional Boundary Line Agreement between the City of Wheaton, Illinois and the Village of Winfield, Illinois attached hereto as Exhibit A, and the City Clerk is authorized and directed to attest to the signature of the Mayor and affix the corporate seal of the City thereon.

Section 2: All Ordinances or parts of Ordinances in conflict with these provisions are repealed.

Section 3: This Ordinance shall become effective from and after its passage approval, and publication in pamphlet form in the manner prescribed by law.

ATTEST:


Aaron Bennett Hogan
City Clerk


Michael J. Gnesi
Mayor

Roll Call Vote:

Ayes: Councilman Suess
Councilwoman Ives
Councilman Mouhelis
Councilman Rutledge
Mayor Gresk
Councilwoman Pacino Sanguinetti
Councilman Scalzo

Nays: None

Absent: None

Motion Carried Unanimously

Passed: May 21, 2012
Published: May 22, 2012

**JURISDICTIONAL BOUNDARY LINE AGREEMENT
BETWEEN THE CITY OF WHEATON, ILLINOIS
AND THE VILLAGE OF WINFIELD, ILLINOIS**

WHEREAS, a portion of unincorporated DuPage County lying between the VILLAGE OF WINFIELD, DuPage county Illinois (hereinafter referred to as "Winfield"), and the CITY OF WHEATON, DuPage County, Illinois (hereinafter referred to as "Wheaton"), is developed area within one and one-half mile of both municipalities; and

WHEREAS, such development will be accompanied by future demands for municipal services; and

WHEREAS, Winfield and Wheaton recognize the need and desirability of providing for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for the growth and potential development between their communities and for the orderly provision of municipal services; and

WHEREAS, Winfield and Wheaton are "units of local government" as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of Illinois to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to 65 ILCS 5/11-12-9, if unincorporated territory is within one and one-half miles of the boundaries of two or more corporate authorities that have adopted official plans, the corporate authorities involved may agree upon a line which shall mark the boundaries of the jurisdiction of each of the corporate authorities who

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have adopted such agreement, and such agreement may provide that one or more of the municipalities shall not annex territory which lies within the jurisdiction of the other municipality, as established by such line; and

WHEREAS, both Winfield and Wheaton are municipalities which meet the requirements of 65 ILCS 5/11-12-9 and mutually desire to enter into a binding jurisdictional boundary agreement whereby each municipality shall not annex territory which lies in the agreed upon jurisdiction of the other municipality, as established herein; and

WHEREAS, Winfield and Wheaton have authorized, by ordinance, the execution of this agreement, as an exercise of their respective authority and as an exercise of their statutory powers and their powers of intergovernmental cooperation authority under the Constitution of Illinois;

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between Winfield and Wheaton as follows:

1. The recitals set forth hereinabove shall be and are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

2. Winfield and Wheaton agree that, in the unincorporated area lying between the two municipalities, the boundary line for municipal government planning, subdivision control, annexations, official map, ordinances, and other municipal purposes shall be attached hereto and made a part hereof as Exhibit A.

3. With respect to the property lying north and west of the aforesaid line Wheaton agrees, and with respect to the property lying south and east of the aforesaid

line Winfield agrees, that it shall not annex any unincorporated territory, nor shall it exercise or attempt to exercise or enforce any zoning, subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this agreement.

4. Each municipality shall actively oppose any attempt to effectuate an annexation to its respective municipality which annexation would have the affect of changing the boundaries established under this Agreement unless agreed to by the other municipality.

5. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezoning within one and one-half (1 1/2) miles of its corporate limits.

6. This Agreement shall be binding upon, and shall apply only to relations between Winfield and Wheaton. Nothing herein shall be used or construed to affect, support, bind or invalidate the boundary claims of either Winfield or Wheaton insofar as such shall affect any municipality which is not a party to this Agreement.

7. With respect to the land lying at a distance of 1,000 feet south of said boundary line, Wheaton agrees, and with respect to the land lying at a distance of 1,000 feet north of said boundary line, Winfield agrees that it will provide a copy of proposed development, engineering plans, any applications for rezoning, special uses, planned development or proposed annexation agreements ("Development Proposals") for said property to the other party for information and comment at least 10 days prior to action thereon by either municipal agency. (i.e. Plan Commission or Board of Trustees appropriate).

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Although the municipalities should exercise their best efforts to provide such notice, permits granted or other action taken in the absence of that notice shall not be invalid. Provided, however, that if the municipality which was to receive such notice shall learn of the proposed action prior to its being taken, the Corporate Authorities of the municipality planning to take that action shall, upon the written request of the Administrator/Manager of the other community, table any projected action from the meeting at which action was expected to be taken to the next regular or special meeting of the municipality.

8. The municipalities shall provide nonexclusive easements or other necessary rights-of-way over and through the respective territories as may be necessary to extend water and/or sewer service to the territories. The municipality seeking such easements shall have full legal and financial responsibility for the installation, maintenance and repair of any water and/or sewer lines located along the street rights-of-way, and the granting municipality shall have no legal or financial responsibility therefore. The municipality performing the work, at its sole cost and expense, shall promptly restore any areas within street rights-of-way, which are disturbed by work involving the aforesaid water and/or sewer lines, to their original condition as existing prior to the performance of the work. Provided, however, that without regard to any provisions to the contrary contained within this section the obligation of the municipality to grant easements or other necessary rights-of-way shall only apply where the water and/or sewer service being extended will not provide service in the incorporated territory of or any territory designated to be annexed by the municipality being asked to make the grant and will not interfere with any other services

of the granting municipality. The form of easement or other necessary right-of-way document must be approved by the municipal Attorney of the granting municipality, which approval shall not be unreasonably withheld.

9. Neither Wheaton nor Winfield shall either directly or indirectly seek any modification to 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.

10. If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provision and, to this end, the provisions of this Agreement are to be severable.

11. This Agreement shall be in full force and effect for a period of twenty years from the date hereof and for such further and additional time as the parties hereto may hereafter agree by amendment to this Agreement.

12. This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the respective municipalities and recorded or filed with appropriate County Recorders, County Clerks, and others as their interest may appear.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, as of the 21st day of May, 2012

CITY OF WHEATON


Michael J. Gwaltney
Mayor

ATTEST:


Sean Bennett-Hagan

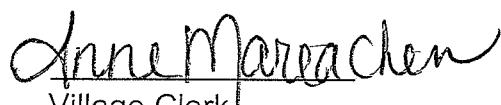
Clerk

Seal:

VILLAGE OF WINFIELD


David J. Bier
Village President

ATTEST:


Anne Mareachen
Village Clerk

Seal:

EXHIBIT A

WHEATON/WINFIELD BOUNDARY DESCRIPTION

Starting at a point on the centerline of Gary Avenue and proceeding west along the center line of Geneva Road to the center line of Pleasant Hill Road and proceed south along this line to the centerline of Jewel Road, then proceeding west along jewel Road to the centerline of County Farm Road, then proceeding southerly along the centerline of County Farm Road to the north line of the Union Pacific Railroad right of way, then west along said north line to the Milton Township and Winfield Township line, then proceeding south along said township line to the centerline of Roosevelt Road.

