



Agenda
Village of Glen Ellyn
Village Board Workshop
Monday, October 16, 2023
7:00 PM
Glen Ellyn Civic Center, Room 301

Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda in the meeting room or online at www.glenellyn.org prior to the meeting. Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact The Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Roll Call**
- D. Audience Participation**

- 1) Open:

Members of the public are welcome to speak to any item not specifically listed on tonight's agenda for up to (3) three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, their topic and the group, if any, they are representing prior to addressing the Village Board.

Individuals wishing to address the Board shall exercise proper decorum and respect for the proceedings and the business of the Village Board, and shall refrain from abusive demeanor and language. The practice of ceding time to other speakers shall be prohibited, except in the discretion of the presiding officer of the meeting.

Public officials are not obligated to respond to questions.

- E. Intergovernmental Agreement (IGA) between the Village of Glen Ellyn and the City of Wheaton Regarding Jurisdictional Boundaries**

- 1) Discussion of IGA with the City of Wheaton on Jurisdictional Boundaries

- F. 2024 Budget Discussion - General Fund**

- 1) Administration (Manager's Office, IT, Law, Economic Development, Senior Services)
- 2) Community Development
- 3) Police Department
- 4) Glen Ellyn Volunteer Fire Company Budget

- G. 2024 Budget Discussion - Other Funds**

- 1) Corporate Reserve Fund

- 2) Fire Services Fund
- 3) CBD TIF Fund
- 4) Roosevelt Road TIF Fund
- 5) Forfeiture Fund
- 6) Debt Service Fund
- 7) Refuse/Solid Waste Fund
- 8) Insurance Fund
- 9) Police Pension Fund

H. Reminders

- 1) Village Board Meeting Monday, October 23, 2023 at 7 pm
- 2) Glen Ellyn Village Board/Glen Ellyn Park District Joint Meeting, October 24, 2023
at 7 pm at Spring Avenue Recreation Center, 185 Spring Avenue

I. Adjourn



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 10/16/2023 7:00 PM
Department: Administration
Department Head:
Category: Agreement
Prepared By:

AGENDA ITEM (ID # 2023-989)

DOC ID: 2023-989

Discussion of IGA with the City of Wheaton on Jurisdictional Boundaries

Statement of the Issue:

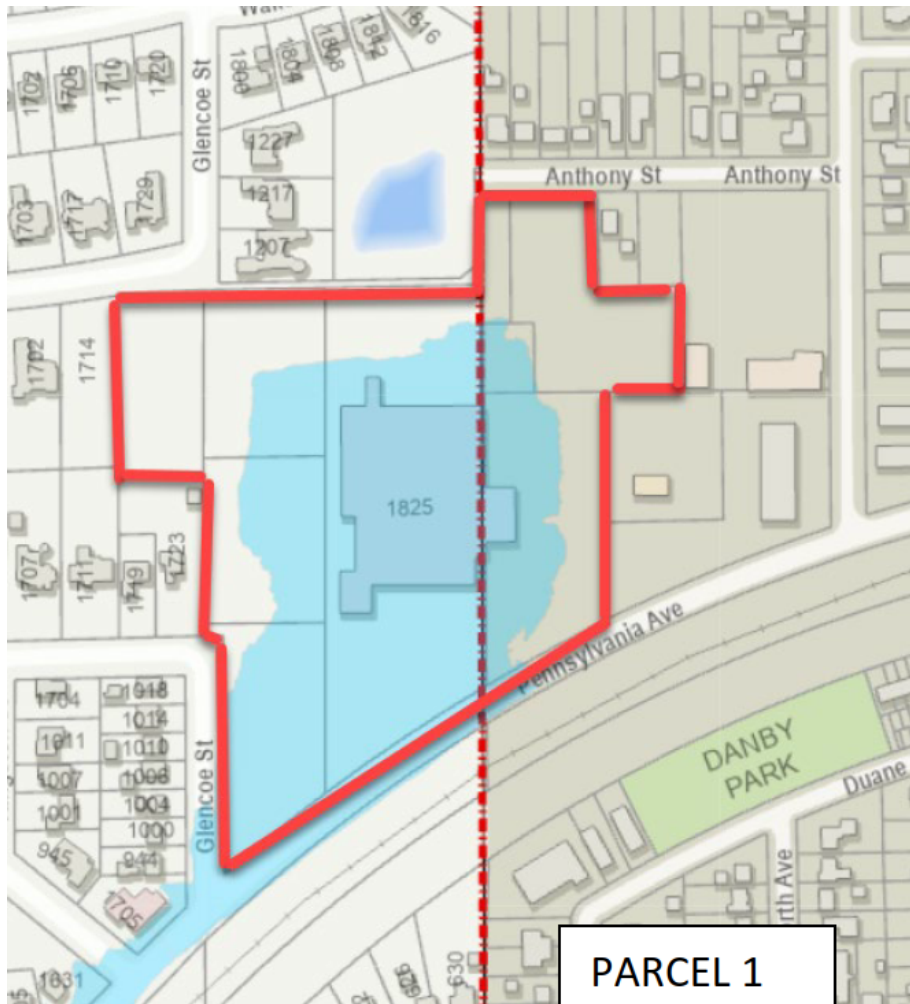
Staff is looking for direction and guidance on the resolution of certain Glen Ellyn/Wheaton boundary jurisdictional conflicts that have been identified by the Village of Glen Ellyn and the City of Wheaton. Most notably, Wheaton College officials have approached both communities to request a solution to their property on Pennsylvania being split between both municipalities and have asked for a review and consideration to shift the boundary to the east to allow the entire Wheaton College property to fall within Wheaton.

Analysis:

Background

In 1963, the Village of Glen Ellyn and the City of Wheaton established a Planning Boundary Agreement used by both communities as a tool to cooperatively manage the growth that was occurring on unincorporated land between the two communities. In 1979, a formalized boundary line was adopted by both communities through a Boundary Agreement. In 1997, that Boundary Agreement was updated and again approved formally by both communities. The last Boundary Agreement expired in 2017.

Although the 1996 Agreement addressed most of the jurisdictional conflicts, there were a couple of locations that were not addressed, one in particular was the Scripture Press (northeast corner of College Avenue/Glencoe Street). There are a total of 9 parcels ("Parcel 1") that make up the Scripture Press property, 4 of which are located within Glen Ellyn and 5 in Wheaton.



The parcels are currently owned by Wheaton College and Wheaton College representatives have expressed a desire to work towards an opportunity to have all 9 of the parcels under one municipal jurisdiction for several reasons including clarity for utilities, flood plain and storm water regulations, public safety response, zoning and permitting, as well as potential future development.

Intergovernmental Discussions

In early discussions between Wheaton and Glen Ellyn staff, it was agreed the best approach to address Wheaton College's request was through the development of a new Boundary Agreement. Over a number of meetings early this year, both communities completed a comprehensive review of the 1996 Boundary Agreement and have agreed to basic terms of a modified agreement. This proposed 20-year boundary line agreement has been vetted and tentatively approved by the respective Glen Ellyn and Wheaton staffs.

The City Council of Wheaton reviewed this matter on June 12 and were satisfied with the direction of the discussion and the draft updated Boundary Agreement. The Glen Ellyn Village Board discussed this proposal on June 20 and asked staff to revisit the stormwater provisions in the proposed Boundary Agreement and to determine if the two properties on Anthony Street should be kept on the Glen Ellyn side of the boundary line. Wheaton College expressed interest in keeping all properties on one side of the boundary line and expressed their opinion that the area on Anthony is likely not buildable and therefore could contribute to stormwater management as part of any future

development. In addition, staff met with Wheaton College and one potential developer to discuss the site and stormwater challenges and explained the need to include additional language in the agreement to ensure the proper engineering review. After subsequent meetings with the City of Wheaton, staff proposed and Wheaton agreed to the following revisions:

Any development, as defined in the DuPage County Countywide Stormwater and Floodplain Ordinance, of Parcel 1, whether independently or collectively, shall be reviewed and approved by Wheaton. Any development reviewed and approved by Wheaton shall:

- Be developed in conformance with the DuPage County Countywide Stormwater and Floodplain Ordinance, as amended by the City of Wheaton, and as such, shall demonstrate through stormwater modeling, completed by an appropriately qualified and State Registered Professional Engineer/Design Firm, that the development will not cause any negative impacts to any adjoining and downstream property, including the right-of-way and all parcels to the north along Anthony Street;
- Address the stormwater requirements set forth in paragraph 3-a(iii) to the satisfaction of the Glen Ellyn Village Engineer in conformance with the DuPage County Countywide Stormwater and Floodplain Ordinance and approved by the Glen Ellyn Village Board of Trustees, such approval shall not be unreasonably withheld;
- Improve the overland flow path from the west end of Anthony Street south to restore the overland flow path through Parcel 1, and provide any compensatory storage and detention, i.e., site runoff storage, as needed to meet the requirements of the DuPage County Countywide Stormwater and Floodplain Ordinance, as amended by the City of Wheaton;
- As part of the preparation of the stormwater report for any development on Parcel 1, study the regulatory floodplain limits on Parcel 1 and to the north along Anthony Street in consultation with the Glen Ellyn Village Engineer. If said study determines the regulatory floodplain limits are inaccurate, prepare documentation and submit, if so directed by the Glen Ellyn Village Engineer, a Letter Of Map Revision (LOMR) for Parcel 1 and adjoining area to the north along Anthony Street using Illinois State Water Survey (ISWS) current practices which would be incorporated into the Parcel 1 development storm water plans.

These changes appear to address the concerns raised by the Village Board at the 6/20/23 Workshop meeting. Furthermore, attached as Exhibit A, is the revised Boundary Agreement which includes boundary line maps as an exhibit. The other significant provisions of the draft Boundary Agreement are summarized below:

1. Right of Ways - There are two areas for right of way maintenance clarification - Ott Avenue, Section 4 and Harwarden Street, Section 5. These sections clarify parameters for maintenance responsibility and ownership of utilities.
2. Wheaton College Properties – Section 3 would have the 4 properties that are currently in Glen Ellyn disconnected from Glen Ellyn and then annexed to Wheaton.
 - o Redevelopment would be residential in nature, or a use currently permitted by Wheaton’s institutional zoning district, and if residential, an intensity of use that reflects adjacent existing land uses.

- To compensate for the possible loss in future revenue to Glen Ellyn, subparagraph 3(b) would share with Glen Ellyn 1/3 of Wheaton's annual property tax revenue received from Parcel 1 until the expiration of the Boundary Agreement.
 - It should be noted, Wheaton staff has had preliminary discussions with two entities interested in redeveloping Parcel 1, both were residential in nature. The biggest challenge in redeveloping Parcel 1 is that about 70% of the properties are in the flood plain (Parcel 1 image).
3. On-Site Parking Facility – Section 6 would have 2 properties that are currently in Wheaton disconnect from Wheaton and annex to Glen Ellyn. These two properties serve as parking for the retail development for the former Fresh Market shopping center. The map below identifies the two properties in red.
 4. Term – Twenty (20) years from execution. It should be noted that the parcels that are disconnected and annexed would remain with the new jurisdiction.



Next Steps

Staff is seeking the Village Board's review, guidance, and comment on the proposed draft agreement. If the agreement is approved in its current form, future public hearings will be required to effectuate the disconnections and annexations through a full public review process.

Budget Impact:

Minimal impact, unless the property is developed and then shared revenue provisions would apply.

Contribution to Strategic Plan

Action Requested:

Discussion Only

Attachments:

1. IGA Glen Ellyn-Wheaton - Final - 2023-10-06
2. Glen Ellyn - Wheaton Boundary Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF GLEN ELLYN AND THE CITY OF WHEATON
REGARDING JURISDICTIONAL BOUNDARIES**

THIS AGREEMENT is entered into this ____ day of _____, 2023 by and between the VILLAGE OF GLEN ELLYN, DuPage County, Illinois, an Illinois Municipal Corporation (“Glen Ellyn”) and the CITY OF WHEATON, DuPage County, Illinois, an Illinois Municipal Corporation (“Wheaton”), sometimes referred to herein as a “party” and collectively as the “parties”.

WHEREAS, Glen Ellyn and Wheaton recognize the need to provide for logical municipal boundaries in areas of municipal authority between their respective municipalities; and

WHEREAS, Glen Ellyn and Wheaton are units of local government as defined by Article VII, Section 10 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 the State 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, the Illinois Municipal Code, *65 ILCS 5/11-12-9* provides that municipalities may enter into jurisdictional boundary line agreements (“Boundary Agreement(s)"); and

WHEREAS, Glen Ellyn and Wheaton have given consideration to the natural flow of storm water drainage and single tracts having common ownership within the jurisdiction of Glen Ellyn and Wheaton; and

WHEREAS, Glen Ellyn and Wheaton have previously entered into Boundary Agreements dated July 16, 1979 and January 27, 1997; and

WHEREAS, the January 27, 1997 Boundary Agreement expired on January 27, 2017; and

WHEREAS, Glen Ellyn and Wheaton now desire to reestablish a Boundary Agreement, which will supersede the prior two Boundary Agreements and set forth a revised boundary line, west of which Glen Ellyn will not annex and east of which Wheaton will not annex, which will mark the boundary of the jurisdiction of Glen Ellyn and Wheaton except as may be specifically modified by this Agreement; and

WHEREAS, Glen Ellyn and Wheaton also desire to utilize this agreement to memorialize and clarify responsibilities for infrastructure along Anthony Street, Ott Avenue, Harwarden Avenue, as well as for two potable water main interconnections; and

WHEREAS, Glen Ellyn and Wheaton have authorized the execution of this Agreement as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois.

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

1. **Recitals.** The recitals set forth above are hereby restated and incorporated as if fully set forth herein.
2. **Boundary Maps.** Except as modified in this Agreement and as depicted on the maps, pages 1 through 6, which are attached hereto and made a part hereof as Exhibit A, the jurisdictional boundary line between Glen Ellyn and Wheaton for municipal planning, subdivision control and annexation shall be as depicted in Exhibit A.
3. **Wheaton College Properties.** With respect to the parcels of land lying east of Glencoe Street, west of Kenilworth Avenue, and north of College Avenue/Pennsylvania Avenue, depicted on page 2 of Exhibit A as "Parcel 1", to permit the orderly development and providing of efficient municipal services including but not limited to public safety, utilities and zoning, it is the desire of the current owner, Wheaton College, to develop any and/or all parcels within Wheaton. Therefore, the owner has expressed interest in filing a petition with the respective municipal clerks requesting the four (4) parcels currently within the jurisdiction of Glen Ellyn (PPIs: 05-10-408-011, 05-10-408-003, 05-10-408-002, and 05-10-408-020) be disconnected as provided for in Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-24 and then annexed to Wheaton ("the Parcels").
 - a. Any development, as defined in the DuPage County Countywide Stormwater and Floodplain Ordinance, of Parcel 1, whether independently or collectively, shall be reviewed and approved by Wheaton. Any development reviewed and approved by Wheaton shall:
 - i. Be residential in nature or a use permitted by Wheaton's current institutional zoning district;
 - ii. If residential, an intensity of use that reflects adjacent existing land uses;
 - iii. Be developed in conformance with the DuPage County Countywide Stormwater and Floodplain Ordinance, as amended by the City of Wheaton, and as such, shall demonstrate through stormwater modeling, completed by an appropriately qualified and State Registered Professional Engineer/Design Firm, that the development will not cause any negative impacts to any adjoining and downstream property, including the right-of-way and all parcels to the north along Anthony Street;

- iv. Address the stormwater requirements set forth in paragraph 3-a(iii) to the satisfaction of the Glen Ellyn Village Engineer in conformance with the DuPage County Countywide Stormwater and Floodplain Ordinance and approved by the Glen Ellyn Village Board of Trustees, such approval shall not be unreasonably withheld;
 - v. Improve the overland flow path from the west end of Anthony Street south to restore the overland flow path through Parcel 1, and provide any compensatory storage and detention, i.e., site runoff storage, as needed to meet the requirements of the DuPage County Countywide Stormwater and Floodplain Ordinance, as amended by the City of Wheaton;
 - vi. As part of the preparation of the stormwater report for any development on Parcel 1, study the regulatory floodplain limits on Parcel 1 and to the north along Anthony Street in consultation with the Glen Ellyn Village Engineer. If said study determines the regulatory floodplain limits are inaccurate, prepare documentation and submit, if so directed by the Glen Ellyn Village Engineer, a Letter Of Map Revision (LOMR) for Parcel 1 and adjoining area to the north along Anthony Street using Illinois State Water Survey (ISWS) current practices which would be incorporated into the Parcel 1 development storm water plans.
- b. Any future Wheaton municipal property tax generated by any development of Parcel 1 shall be shared with Glen Ellyn based upon Parcel 1's equalized assessed value and Wheaton's annual tax rate. One third (1/3) of the property tax generated by Parcel 1, if any, shall be remitted to Glen Ellyn on August 1st of each year. The obligation to share a portion of the property tax generated by Parcel 1 shall terminate at the end of the term of this Agreement.
4. **Anthony Street.** West of Kenilworth Avenue, the Anthony Street right-of-way and associated public improvements including the roadway pavement, roadway curb and gutter, public sidewalk, driveway approaches, water main, sanitary sewer, street signage, and public trees contained in the right-of-way in the Village of Glen Ellyn shall be the sole responsibility of Glen Ellyn to own, operate, and maintain. The storm sewer structures, pipe, and curb and gutter, pavement, and sidewalk around the storm sewer structures draining the west end of Anthony Street as well as the sidewalk at the west end of Anthony Street (and any future storm sewer draining south from Anthony Street through Parcel 1) shall be the sole responsibility of Wheaton to own, operate, and maintain.
5. **Ott Avenue.** The Ott Avenue right-of-way and associated public improvements including the roadway pavement, roadway curb and gutter, public sidewalk, driveway approaches, water main, sanitary sewer, street signage, and public trees contained in the Village of Glen Ellyn from a point south of the Harwarden Street/Ott Avenue intersection to a point south of the Evergreen Street/Ott Avenue intersection shall be

the sole responsibility of Glen Ellyn to own, operate, and maintain except that the public improvements west of the back of curb on the west side of Ott Avenue including the driveway approaches, public trees, street signage as well as the existing water main owned by Wheaton serving properties within Wheaton adjacent to the Ott Avenue right of way, and the storm sewer in the Ott Avenue right of way including any connecting catch basins shall be the sole responsibility of Wheaton to own, operate and maintain.

6. **Harwarden Street.** That portion of the vacated Harwarden Street thirty-three foot (33') right of way on 200 Lorraine Road, Glen Ellyn, (PPI: 05-15-211-039) now exists as a Public Walkway and Utility Easement which grant rights for Wheaton to maintain an existing concrete public sidewalk, storm sewer main and water main on 200 Lorraine Road, Glen Ellyn. As said easement lies on property under Glen Ellyn's jurisdiction, Glen Ellyn shall within its rights assist Wheaton with ensuring the owner of 200 Lorraine Road does not interfere with Wheaton's excise of all necessary work within said easement to maintain the existing water and storm sewer mains as well as the public sidewalk. At the intersection of Lorraine and Harwarden, storm sewer and catch basins serving Lorraine north of Harwarden shall be the responsibility of Glen Ellyn. The public improvements on Harwarden between Lorraine and Ott, including the roadway pavement, roadway curb and gutter, public sidewalk, driveway approaches, water main, street signage, and public trees shall be the responsibility of Wheaton to own, operate, and maintain except those public improvements including the driveway approaches and parkway trees located north of the back of curb on the north side of Harwarden as well as the existing Village of Glen Ellyn water main serving properties within Glen Ellyn adjacent to the Harwarden right of way shall be the responsibility of Glen Ellyn to own, operate, and maintain.
7. **On-Site Parking Facility.** With respect to the properties (05-22-200-028 and 05-22-200-027) on the north side of Taft Avenue, depicted on page 3 of Exhibit A as Parcel 2, currently used as on-site parking for the property (05-22-201-037) adjacent and east of said properties, presently within the jurisdiction of Wheaton (05-22-200-028 and 05-22-200-027) be disconnected as provided for in Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-24 and then annexed to Glen Ellyn.
8. **Emergency Water Connections.** The Glen Ellyn and Wheaton potable water systems are interconnected at two locations to provide emergency stand by water supplies in the event of system failures in either community. The unmetered interconnections are located at Lorraine and Harwarden and Evergreen and Ott and would be activated only by agreement by the Public Works Directors of both Glen Ellyn and Wheaton.
9. **Planning Jurisdiction.** This Agreement shall not be construed to limit or adversely affect the right of either party to file a statutory objection to a proposed zoning application by DuPage County within one and one-half (1-1/2) miles of its corporate limits.

10. **Terms and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties, their respective successors and assigns for a term of twenty (20) years.
11. **Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Illinois and venue shall only be in the Circuit Court of DuPage County, Illinois.
12. **Recordation.** Wheaton shall record this Agreement with the DuPage County Recorder of Deeds at its own expense.
13. **Invalidity.** If any section, paragraph, subdivision, clause, sentence, or provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgement should not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue to be in full force and effect.
14. **Authorization.** Upon execution of this Agreement by the corporate authorities of Glen Ellyn and Wheaton, the municipal clerk of the respective municipality shall each affix their Certification of Adoption of this Agreement to one copy of the Agreement and cause the same to be filed in the office of the Recorder of Deeds, DuPage County, Illinois.

Copies of this Agreement shall be made available in the office of the municipal clerk of each municipality.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the Village President of the Village of Glen Ellyn and the Mayor of the City of Wheaton, attested by their respective municipal clerk, and their corporate seal hereunto affixed, as of the day and year first written above.

Village of Glen Ellyn
an Illinois home rule municipality

City of Wheaton
an Illinois home rule municipality

By: _____
President

By: _____
Mayor

ATTEST:

ATTEST:

Village Clerk

City Clerk

MEMORANDUM

TO: The Honorable Mayor and City Council
FROM: Michael G. Dzugan, City Manager
DATE: June 12, 2023
SUBJECT: Glen Ellyn/Wheaton Boundary Agreement

Objective

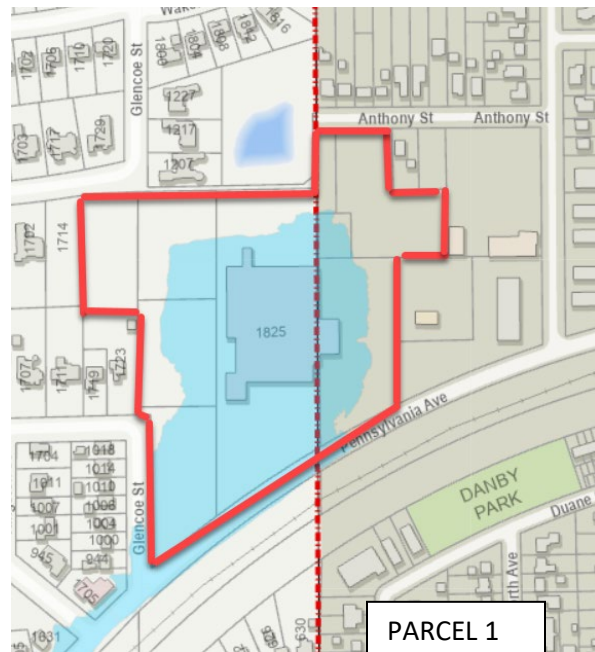
Receive guidance on the resolution of certain Glen Ellyn/Wheaton boundary jurisdictional conflicts that have been identified to the mutual benefit of property owners, the Village of Glen Ellyn, and the City of Wheaton.

Background

In 1963, the Village of Glen Ellyn and the City of Wheaton established a Planning Boundary Agreement used by both communities as a tool to cooperatively manage the growth that was occurring on unincorporated land between the two communities. In 1979, a formalized boundary line was adopted by both communities as a Boundary Agreement. In 1996, that Boundary Agreement was updated and again approved formally by both communities.

The last Boundary Agreement expired in 2016. Although the 1996 Agreement addressed most of the jurisdictional conflicts, there were a couple of locations that were not addressed, one in particular was the Scripture Press (northeast corner of College Avenue/Glencoe Street). There are a total of 9 parcels ("Parcel 1") that make up the Scripture Press property, 4 of which are located within Glen Ellyn. The parcels are currently owned by Wheaton College as they were in 1996.

Wheaton College representatives have expressed a desire to work towards an opportunity to have all 9 of the parcels under one municipal jurisdiction for several reasons including clarity for utilities, flood plain and storm water regulations, public safety response, zoning and permitting. In early discussions with the Glen Ellyn administrative staff, it was agreed the best approach to address Wheaton College's request was through the development of a new Boundary Agreement.



WHEATON MAYOR PHILIP J. SUESS

CITY MANAGER MICHAEL DZUGAN

CITY COUNCIL: MICHAEL BARBIER | ERICA BRAY-PARKER | SCOTT BROWN | BRADLEY CLOUSING | LYNN ROBBINS | SCOTT WELLER

Over a number of meetings and a comprehensive review of the 1996 Boundary Agreement, the Administrative Staffs have detailed a draft boundary agreement that is being presented to Glen Ellyn and Wheaton elected bodies for review and comment. The Village Board of Glen Ellyn will be reviewing the draft document at their mid-June 2023 meeting.

Boundary Agreement Provisions

Attached as Exhibit A is the draft Boundary Agreement the Glen Ellyn/Wheaton Administrative Staffs have developed which includes boundary line maps as an exhibit. The more significant provisions of the draft Boundary Agreement are summarized below.

Right of Ways - There are two areas for right of way maintenance clarification - Ott Avenue, Section 4 and Harwarden Street, Section 5. These sections clarify parameters for maintenance responsibility and ownership of utilities.

Wheaton College Properties – Section 3 would have the 4 properties that are currently in Glen Ellyn disconnected from Glen Ellyn and then annexed to Wheaton. Sub paragraph 3(a) specifies that any redevelopment of the properties will have storm water improvements approved by the Village Engineer and the Village Board. Redevelopment would be residential in nature or a use currently permitted by the City's institutional zoning district, and if residential, an intensity of use that reflects adjacent existing land uses. To compensate for the possible loss in future revenue to Glen Ellyn, subparagraph 3(b) would share with Glen Ellyn 1/3 of the City's annual property tax revenue received from Parcel 1 until the expiration of the Boundary Agreement. The staff has had preliminary discussions with two entities interested in redeveloping Parcel 1, both were residential in nature and of a R-5 type density. The biggest challenge in redeveloping Parcel 1 is that about 70% of the properties are in the flood plain (Parcel 1 image).

On-Site Parking Facility – Section 6 would have 2 properties that are currently in Wheaton disconnect from Wheaton and annex to Glen Ellyn. These two properties serve as parking for the retail development to the east in Glen Ellyn. The map to the right identifies the two properties in red.

Term – Twenty (20) years from execution.



Moving Forward

The Staff is seeking the Council's review, guidance, and comment on the draft agreement. The Glen Ellyn Village Board is reviewing the same document within the next few weeks. Once both elected bodies have commented, the staff will work to reconcile the comments for final consideration. If the agreement is approved in its current form, future public hearings will be required to effectuate the disconnections and annexations.

Attachment

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF GLEN ELLYN AND THE CITY OF WHEATON
REGARDING JURISDICTIONAL BOUNDARIES**

THIS AGREEMENT is entered into this ____ day of _____, 2023 by and between the VILLAGE OF GLEN ELLYN, DuPage County, Illinois, an Illinois Municipal Corporation (“Glen Ellyn”) and the CITY OF WHEATON, , Illinois, an Illinois Municipal Corporation (“Wheaton”), sometimes referred to herein as a “party” and collectively as the “parties”.

WHEREAS, Glen Ellyn and Wheaton recognize the need to provide for logical municipal boundaries in areas of municipal authority between their respective municipalities; and

WHEREAS, Glen Ellyn and Wheaton are units of local government as defined by Article VII, Section 10 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 the State 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, the Illinois Municipal Code, *65 ILCS 5/11-12-9* provides that municipalities may enter into jurisdictional boundary line agreements; and

WHEREAS, Glen Ellyn and Wheaton have given consideration to the natural flow of storm water drainage and single tracts having common ownership within the jurisdiction of Glen Ellyn and Wheaton; and

WHEREAS, Glen Ellyn and Wheaton have previously entered into Boundary Agreements dated July 16, 1979 and January 27, 1997; and

WHEREAS, the January 27, 1997 Boundary Agreement expired on January 27, 2017; and

WHEREAS, Glen Ellyn and Wheaton now desire to reestablish a Boundary Agreement, which will supersede the prior two Boundary Agreements setting forth a boundary line, west of which Glen Ellyn will not annex and east of which Wheaton will not annex, which will mark the boundary of the jurisdiction of Glen Ellyn and Wheaton except as may be specifically modified by this Agreement; and

WHEREAS, Glen Ellyn and Wheaton have authorized the execution of this Agreement as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois.

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

1. **Recitals.** The recitals set forth above are hereby restated and incorporated as if fully set forth herein.
2. **Boundary Line/Maps.** Except as modified in this Agreement and as depicted on the maps, pages 1 through 6, which are attached hereto and made a part hereof as Exhibit A, the jurisdictional boundary line between Glen Ellyn and Wheaton for municipal planning, subdivision control and annexation shall be as depicted in Exhibit A.
3. **Wheaton College Properties.** With respect to the parcels of land lying east of Glencoe Street, west of Kenilworth Avenue, and north of College Avenue/Pennsylvania Avenue, depicted on Exhibit A as "Parcel 1", to permit the orderly development and providing of efficient municipal services including but not limited to public safety, utilities and zoning, it is the desire of the current owner, Wheaton College, to develop any and/or all parcels within Wheaton. Therefore, the owner has expressed interest in filing a petition with the respective municipal clerks requesting the four (4) parcels currently within the jurisdiction of Glen Ellyn (PPIs: 05-10-408-011, 05-10-408-003, 05-10-408-002, and 05-10-408-020) be disconnected as provided for in Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-24 and then annexed to Wheaton ("the Parcels").
 - a. Any new development of the Parcels, whether independently or collectively, shall be approved by Wheaton. Any new development approved by Wheaton shall a) manage any preexisting storm water deficiencies along Anthony Street that may be impacted by the Parcels as part of their development to the satisfaction of the Glen Ellyn Village Engineer in conformance with the DuPage County storm water ordinance and approved by the Glen Ellyn Village Board of Trustees, such approval shall not be unreasonable withheld; b) be residential in nature or a use permitted by Wheaton's current institutional zoning district; and c) if residential, an intensity of use that reflects adjacent exiting land uses.
 - b. Any future Wheaton municipal property tax generated by any new development of Parcel 1 shall be shared with Glen Ellyn based upon Parcel 1's equalized assessed value and Wheaton's annual tax rate. One third (1/3) of the property tax generated by Parcel 1, if any, shall be remitted to Glen Ellyn on August 1st of each year. The obligation to share a portion of the property tax generated by Parcel 1 shall terminate at the end of the term of this Agreement.
4. **Ott Avenue.** The public improvement contained in the Ott Avenue right of way from a point south of the Harwarden Street/Ott Avenue intersection to a point south of the Evergreen Street/Ott Avenue intersection shall be the responsibility of Glen Ellyn except that the public improvements west of the back of curb on the west side of Ott Avenue

(including driveway approaches), existing water main owned by Wheaton serving properties within Wheaton adjacent the Ott Avenue right of way, and the storm sewer in the Ott Avenue right of way including any connecting catch basins shall be the responsibility of Wheaton.

5. **Harwarden Street.** That section of the Harwarden Street right of way adjacent to and south of 200 Lorraine Road, Glen Ellyn, (PPI: 05-15-211-039) shall be within the jurisdiction of Glen Ellyn with rights for Wheaton to maintain an existing sidewalk, storm sewer main and water main located within said right of way. Glen Ellyn shall assist Wheaton with ensuring the owner at 200 Lorraine Road does not interfere with Wheaton's excise of all necessary work within said right of way to maintain the existing water and storm sewer mains. At the intersection of Lorraine and Harwarden, storm sewer and catch basins serving Lorraine north of Harwarden shall be the responsibility of Glen Ellyn. The public improvements on Harwarden between Lorraine and Ott shall be the responsibility of Wheaton except those north of the back of curb on the north side of Harwarden, and the existing water main serving properties within Glen Ellyn adjacent to the Harwarden right of way shall be the responsibility of Glen Ellyn. The driveway approaches on the north side of Harwarden between Lorraine and Ott shall be the responsibility of Glen Ellyn.
6. **On-Site Parking Facility.** With respect to the properties (05-22-200-028 and 05-22-200-027) on the north side of Taft Avenue, depicted on Exhibit A as Parcel 2, currently used as on-site parking for the property (05-22-201-037) adjacent and east of said properties, presently within the jurisdiction of Wheaton (05-22-200-028 and 05-22-200-027) be disconnected as provided for in Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-24 and then annexed to Glen Ellyn.
7. **Emergency Water Connections.** The Glen Ellyn and Wheaton potable water systems are interconnected at two locations to provide emergency stand by water supplies in the event of system failures in either community. The unmetered interconnections are located at Lorraine and Harwarden and Evergreen and Ott and would be activated only by agreement by the Public Works Directors of both Glen Ellyn and Wheaton.
8. **Planning Jurisdiction.** This Agreement shall not be construed to limit or adversely affect the right of either party to file a statutory objection to a proposed zoning application by DuPage County within one and one-half (1-1/2) miles of its corporate limits.
9. **Terms and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties, their respective successors and assigns for a term of twenty (20) years.
10. **Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Illinois and venue shall only be in the Circuit Court of DuPage County, Illinois.

11. **Recordation.** Wheaton shall record this Agreement with the DuPage County Recorder of Deeds at its own expense.
12. **Invalidity.** If any section, paragraph, subdivision, clause, sentence, or provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgement should not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue to be in full force and effect.
13. **Authorization.** Upon execution of this Agreement by the corporate authorities of Glen Ellyn and Wheaton, the municipal clerk of the respective municipality shall each affix their Certification of Adoption of this Agreement to one copy of the Agreement and cause the same to be filed in the office of the Recorder of Deeds, DuPage County, Illinois.

Copies of this Agreement shall be made available in the office of the municipal clerk of each municipality.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the Village President of the Village of Glen Ellyn and the Mayor of the City of Wheaton, attested by their respective municipal clerk, and their corporate seal hereunto affixed, as of the day and year first written above.

Village of Glen Ellyn
an Illinois home rule municipality

City of Wheaton
an Illinois home rule municipality

By: _____
President

By: _____
Mayor

ATTEST:

ATTEST:

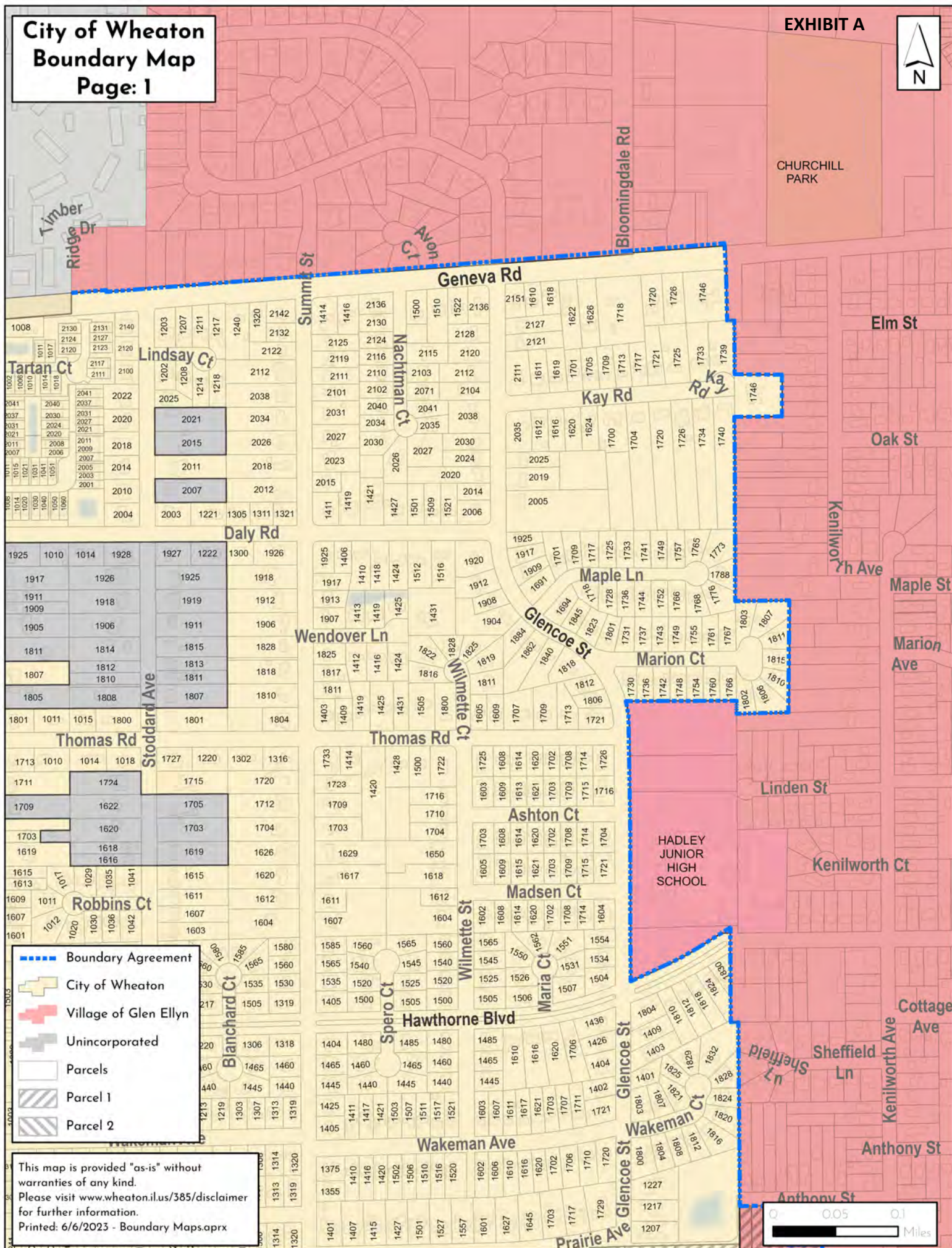
Village Clerk

City Clerk

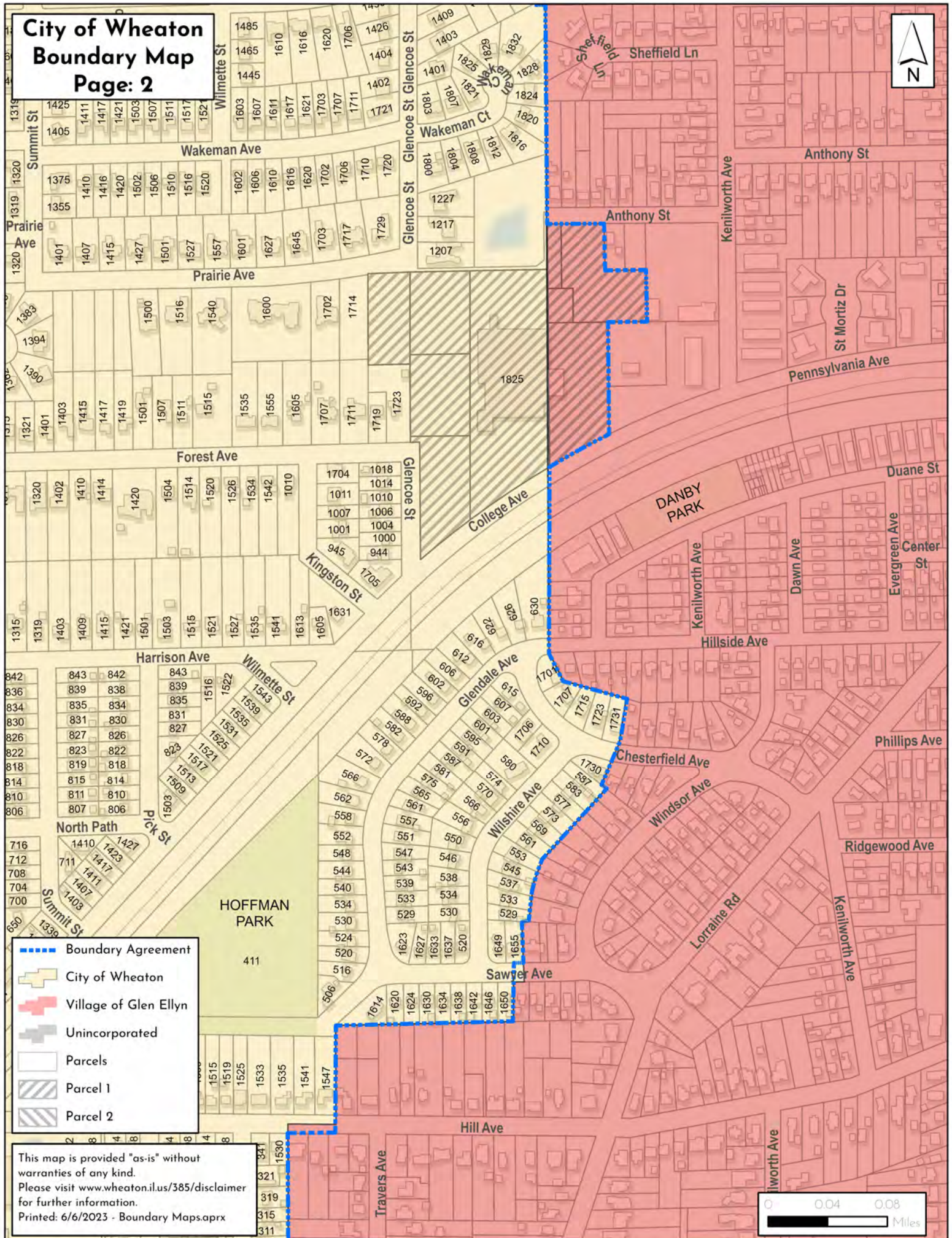
Anthony St

Q 0.05 0.1 Miles

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City of Wheaton Boundary Map Page: 2

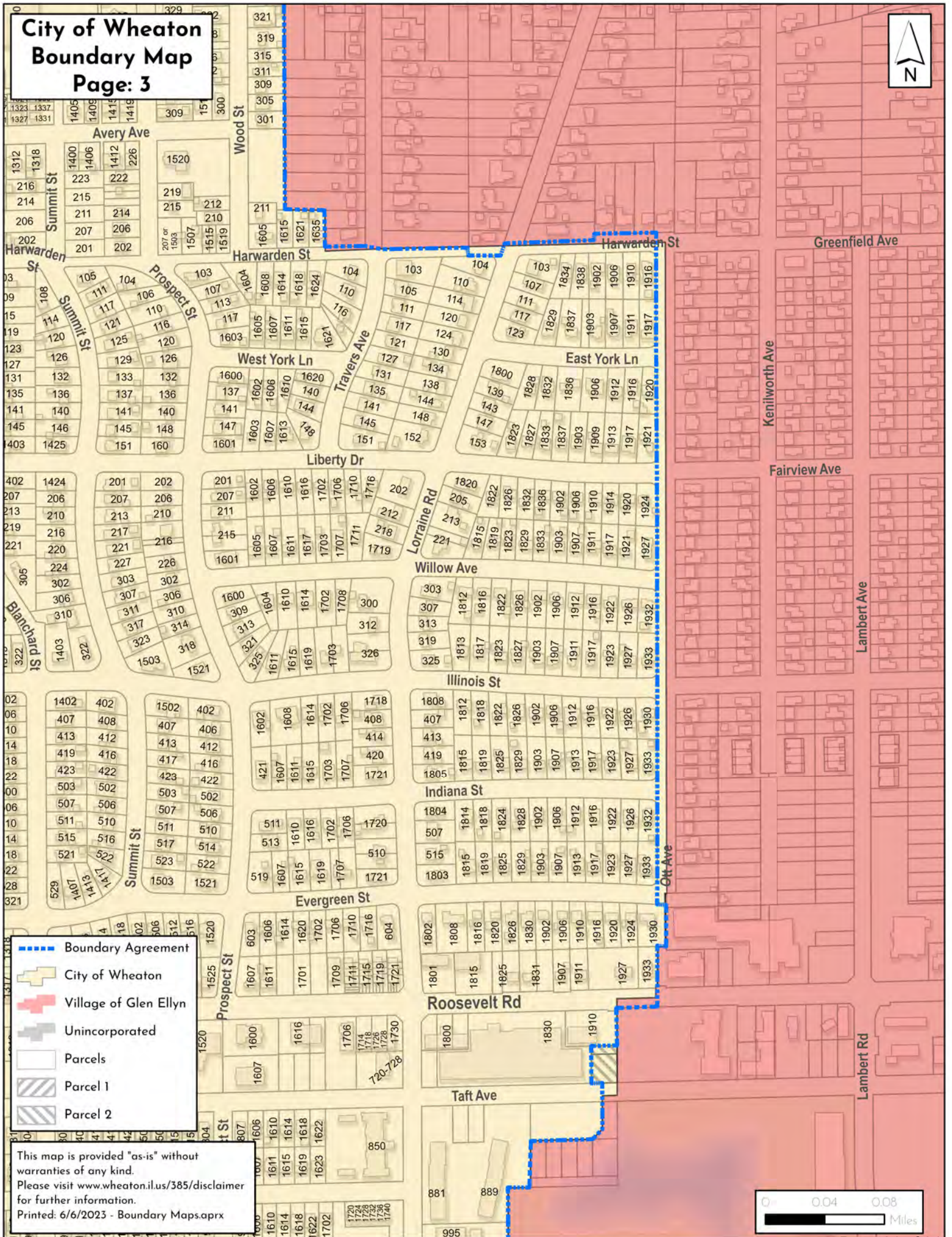
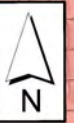


- - - - - Boundary Agreement
- City of Wheaton
- Village of Glen Ellyn
- Unincorporated
- Parcels
- Parcel 1
- Parcel 2

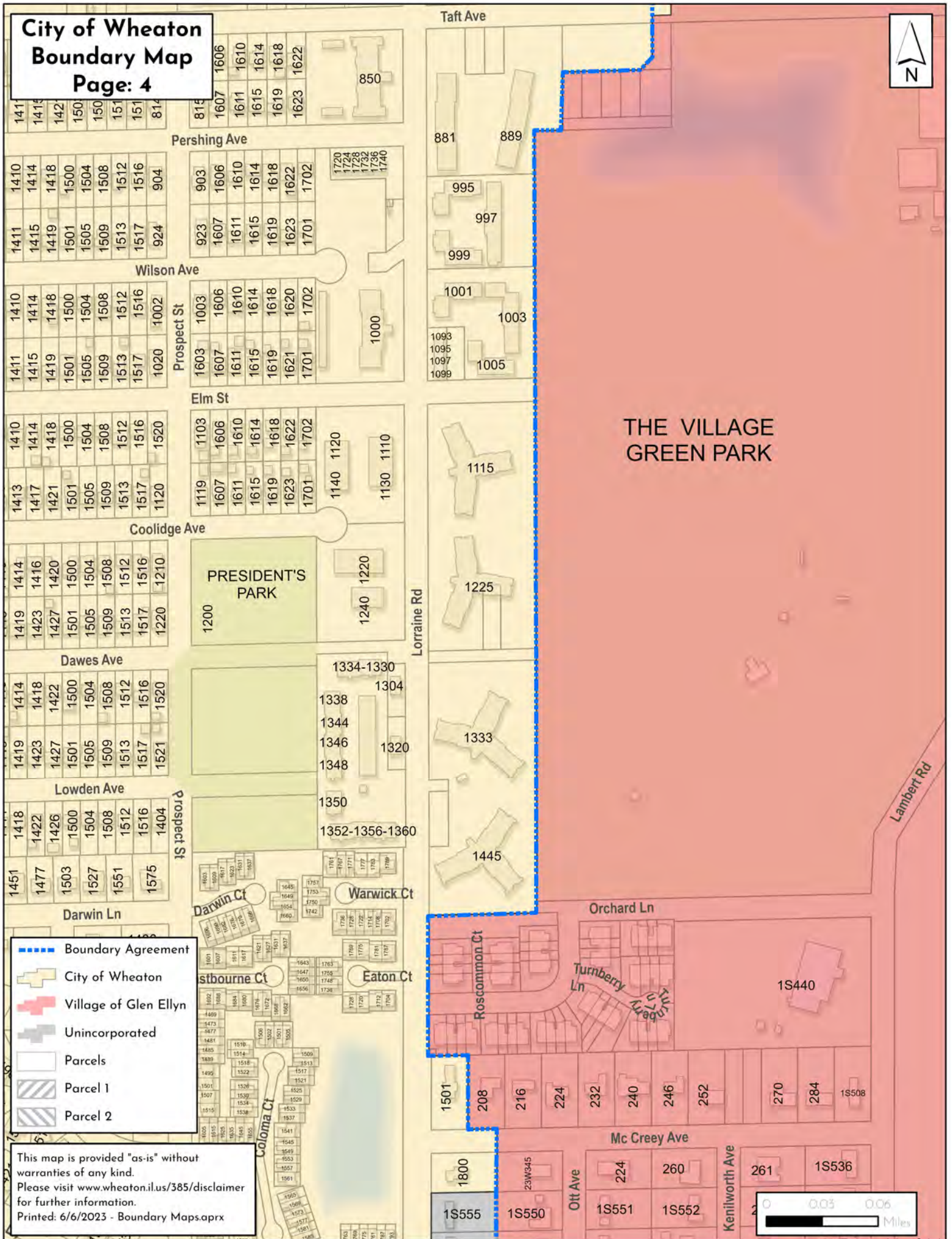
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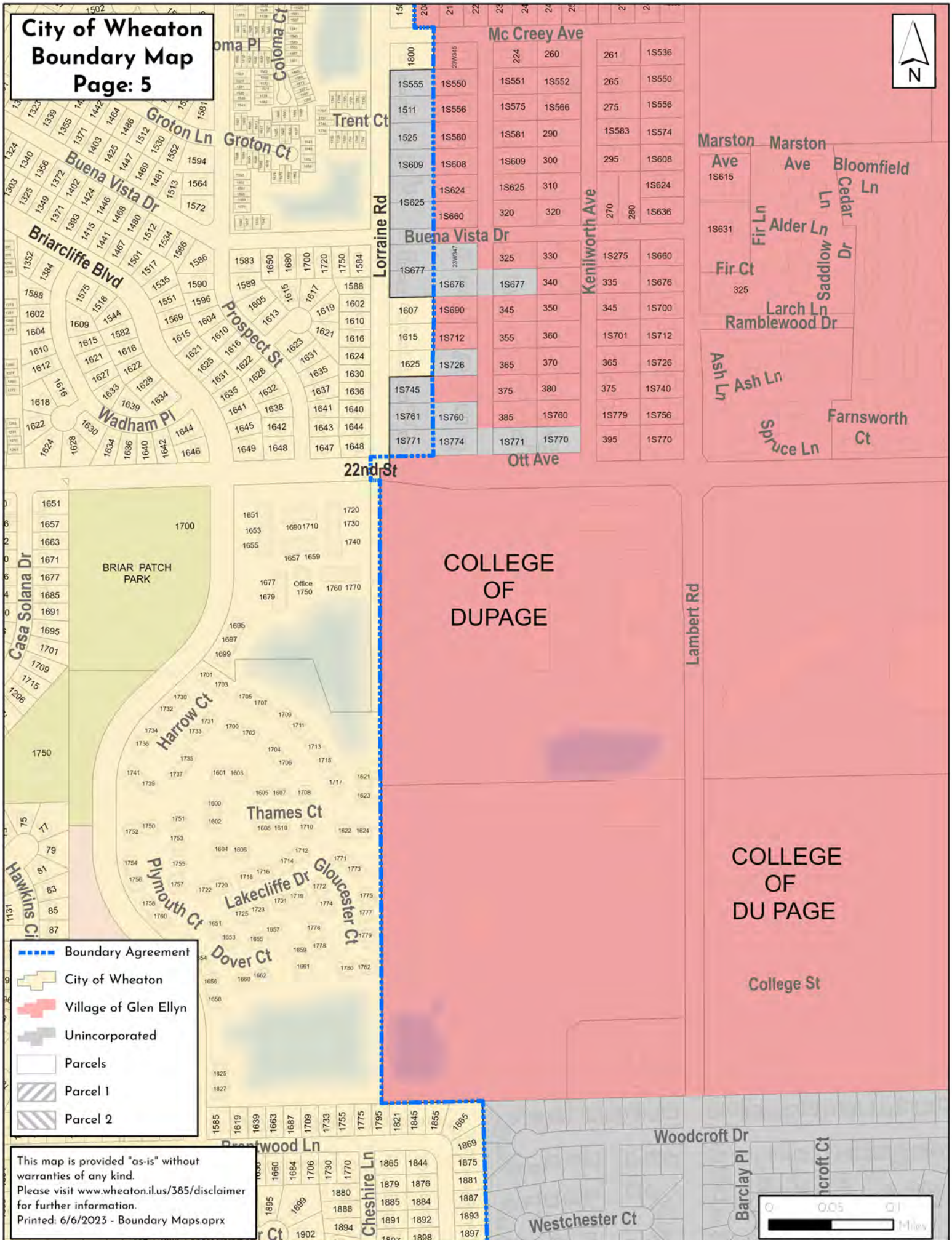
City of Wheaton Boundary Map Page: 3



City of Wheaton Boundary Map Page: 4

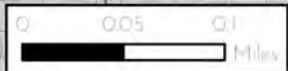


City of Wheaton Boundary Map Page: 5



- Boundary Agreement
- City of Wheaton
- Village of Glen Ellyn
- Unincorporated
- Parcels
- Parcel 1
- Parcel 2

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City of Wheaton Boundary Map Page: 6

