
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ORDINANCE: AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED CITY OF YORKVILLE (BOUNDARY LINE AGREEMENT)
AGENDA: OCTOBER 4, 2016 VILLAGE BOARD MEETING
DATE: SEPTEMBER 29, 2016

ISSUE

Should the Village Board approve an intergovernmental agreement with the United City of Yorkville to renew the current boundary line agreement.

DISCUSSION

The COTW discussed this item at its August 2, 2016 meeting and directed staff to proceed with setting the public hearing which was held on August 16, 2016. No objectors were present.

The boundary agreement is useful in that it permits the parties to perform necessary long range land use planning and capital improvement planning with a high degree of certainty as to where their respective future boundaries will be located. The agreement prevents neighboring municipalities from being used as negotiation pawns with land owners and developers.

The current intergovernmental agreement is set to expire in May 2, 2020. The staff in Yorkville and Sugar Grove have determined that there are minor clarifications to add but no reason to change the terms or alter the location of the boundary line. In the absence of any development interest or pressure along the boundary corridor in either community, now would be an appropriate time to extend the life of the agreement.

The Agreement includes changes to the jurisdiction and improvement of Baseline Road west of IL 47. The changes remove the specifications for the construction of Baseline Road improvements and provide a more cooperative approach to improving Baseline Road in the future. Village staff is not opposed to the changes since the City has already annexed land along Baseline Road.

The Village Attorney has reviewed the revised boundary line agreement. Staff recommends the agreement be extended for 20 years, the maximum allowed under Illinois law. In this case, the effective date of the renewal is when the twenty year period will begin, thus extending the boundary line agreement thru 2036.

The United City of Yorkville held its public hearing on September 27, 2016 and no objectors were present and the Council is supportive of the extension of the agreement. The Yorkville City Council is expected to adopt the Agreement at their October 11, 2016 meeting.

ATTACHMENTS

The boundary line agreement and the map are attached as exhibits to the Ordinance authorizing the Intergovernmental Agreement and are all attached for your review and information.

COSTS

There are nominal attorney's fees associated with drafting the boundary agreement and recording the document in two counties.

RECOMMENDATION

Staff recommends the Village Board approve the Ordinance Authorizing an Intergovernmental Agreement Between the Village of Sugar Grove and the United City of Yorkville (Boundary Line Agreement).



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

ORDINANCE NO. 2016-1004_

**AN ORDINANCE
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS AND THE
UNITED CITY OF YORKVILLE, KENDALL COUNTIES, ILLINOIS
(BOUNDARY LINE AGREEMENT)**

Adopted by the Board of Trustees and President of the Village of Sugar Grove
this 4th day of October, 2016

Published in pamphlet form by authority of the Board of Trustees of the
Village of Sugar Grove, Kane County, Illinois
this 4th day of October, 2016

ORDINANCE NO. 2016-1004_

**AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS AND THE
UNITED CITY OF YORKVILLE, KENDALL COUNTIES, ILLINOIS
(BOUNDARY LINE AGREEMENT)**

BE IT ORDAINED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

WHEREAS, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Constitution of the State of Illinois 1970, Article VII, Local Government, Section 10, provides for intergovernmental cooperation in and authorizes units of local government to obtain or share services to exercise, combine or transfer powers or functions in any manner not proscribed by law or ordinance, and authorized units of local government to use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act provides for the joint exercise of powers, privileges or authority by units of government and provides for intergovernmental contracts; and

WHEREAS, Section 11-12-9 of the Municipal Code (65 ILCS 5/11-12-9) provides for the adoption of agreements establishing the boundaries for jurisdiction between municipalities in accordance with the provisions stated therein.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

SECTION ONE: AUTHORIZATION TO EXECUTE AGREEMENT

The Village President and Village Clerk be, and they are, hereby authorized and directed to execute the Intergovernmental Agreement attached hereto as Exhibit A, and made a part hereof by this reference. The Village Clerk is also hereby directed to cause said Agreement to be recorded in the County Records Office of the respective Counties.

SECTION TWO: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

EFFECTIVE DATE: This Ordinance shall be in full force and effect on and after its approval, passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 4th day of October, 2016.

P. Sean Michels,
President of the Board of Trustees of the
Village of Sugar Grove,
Kane County, Illinois

ATTEST: _____
Cynthia L. Galbreath
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Kevin M. Geary _____	___	___	___	
Trustee Sean Herron	___	___	___	___
Trustee Ted Koch	___	___	___	___
Trustee Mari Johnson	___	___	___	___
Trustee David Paluch	___	___	___	___
Trustee Ron Montalto	___	___	___	___

EXHIBIT A

Intergovernmental Agreement

JURISDICTIONAL BOUNDARY LINE AGREEMENT
BETWEEN THE
VILLAGE OF SUGAR GROVE AND THE UNITED CITY OF YORKVILLE,
KANE AND KENDALL COUNTY, ILLINOIS

WHEREAS, unincorporated lands lying between the existing municipal boundaries of the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE, Kane and Kendall Counties, Illinois, are developing areas; and

WHEREAS, developments under way or in various stages of planning are creating unusual growth opportunities between the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE realize that current plans and opportunities for development will be accompanied by significantly higher demands for transportation services, governmental police, power services, utilities services, and other municipal services and financial commitments to meet the necessities of service; and

WHEREAS, the corporate authorities of both municipalities desire to reach a Jurisdictional Boundary Line Agreement in the interest of the orderly and regular development of their respective communities; in the interest of encouraging and aiding the development of the unincorporated areas lying between their municipalities; and in the interest of creating a new spirit of cooperation which will be in the best interests of both communities; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE recognize that the land lying between their present municipal boundaries is in a rapidly developing area in which problems related to open space preservation, flood control, population density, joint operation of public facilities, ecological and economic impact, and multipurpose developments are ever increasing both in number and complexity; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE and their respective citizens are vitally affected by said development problems and issues and any attempt to solve them and provide for the welfare, prosperity and enjoyment of the inhabitants of said municipalities, will be benefited by mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE recognize the need and desirability to provide 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 the conservation of the available resources for all of their respective citizens; and

WHEREAS in examining and shaping their plans, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE acknowledge that the planning required should be free from the influence of developers' finances; and

WHEREAS, the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE have authorized, by Ordinance, the execution of this agreement as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois, and pursuant to the terms and provisions of Section 5/11-12-9 of the Illinois Municipal Code (65ILCD 5/11-12-9).

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 the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE, as follows:

1. That the VILLAGE OF SUGAR GROVE shall have jurisdiction north of a certain boundary line and the UNITED CITY OF YORKVILLE shall have jurisdiction south of a certain boundary line which is delineated on a map which is marked Exhibit "A" and which is attached hereto and is fully incorporated herein. The Boundary Line shall be the boundary between Kane and Kendall Counties.
2. The parties shall not attempt to exercise authority by annexing, zoning, or performing any other similar acts in territory lying within the jurisdiction of the other municipality.
3. The Jurisdictional Boundary Line between the VILLAGE OF SUGAR GROVE and the UNITED CITY OF YORKVILLE, for municipal government planning, subdivision control and municipal purposes shall be as shown in Exhibit "A" which is attached hereto.
4. All future annexation Ordinances adopted by the corporate authorities of both Cities shall be adopted in such form as to conform with the provisions of this Agreement. Each City hereby agrees that it shall not act to annex or exercise any zoning authority or subdivision control authority beyond the Jurisdictional Boundary Line established in this Agreement.
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 land use changes within one and one-half (1 1/2) miles of its corporate limits.
6. Each City agrees that it will actively oppose any attempt to effectuate an involuntary annexation to its respective municipality which annexation would have the effect of changing the corporate jurisdictional line established under this Agreement.
7. Both municipalities shall adopt appropriate Ordinances for the protection of well sites and groundwater.
8. Nothing contained herein shall require either municipality to make improvements to Baseline Road. Each City agrees to review and consider the other cities Transportation Plan and

Comprehensive Plan before making any improvements or modifications to Baseline Road. Each City agrees to cooperate with any third party governmental agency which is desirous of taking jurisdiction of Baseline Road, such as the State of Illinois or the County of Kane or Kendall.

9. It is agreed that neither the VILLAGE OF SUGAR GROVE nor the UNITED CITY OF YORKVILLE shall either directly or indirectly seek any modification of this Agreement through court action and that 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 construed in accordance with the laws of the State of Illinois and shall be published by the respective Cities and recorded or filed with appropriate County Recorders, County Clerks and others as their interest may appear.
12. This Agreement shall be in full force and affect from and after its adoption and execution by the VILLAGE OF SUGAR GROVE and by the UNITED CITY OF YORKVILLE and shall continue in full force and affect for a period of twenty (20) years. The term of this Agreement may be extended, renewed or revised at the end of the initial term or extended terms hereof by further agreement of the municipalities.
13. Major repairs or maintenance to Baseline Road to which both municipalities are contiguous at the time of repair shall be on a 50/50% cost sharing basis. Both municipalities shall agree as to the nature and extent of the major repairs or maintenance. Additionally, local costs for signalizations on said roads shall be allocated based upon the number of intersection quadrants located in each municipality.
14. The parties deem each clause, paragraph and undertaking herein to be severable and the application of this Agreement to any individual landowners to likewise be severable. Therefore, the parties agree that in the event any clause, paragraph or undertaking is deemed invalid or unconstitutional, or in the event the application of this Agreement to any landowner is deemed invalid or unconstitutional or otherwise unenforceable, such invalidity, unconstitutionality or unenforceability shall not affect the other undertakings made herein by the parties, and the rest of the Agreement and its application to landowners shall remain in full force and effect.
15. Either party that receives a development request within $\frac{1}{4}$ mile of the established boundary contained herein shall contact the other party in writing and extend an opportunity for them to review the plan and to offer comments.

16. Nothing herein is intended or shall be deemed to conflict with prior enacted boundary line agreements with other municipalities. To the extent that this boundary line, as drawn, is determined to be inconsistent with a prior enacted boundary line, the prior enacted boundary line shall govern (as to the portion of the boundary line that is determined to be inconsistent) only as between the VILLAGE OF SUGAR GROVE or the UNITED CITY OF YORKVILLE and the other party to the prior enacted boundary line agreement. However, as between the parties hereto, the full length of the boundary line shall be in full force and effect.

IN WITNESS WHEREOF THE VILLAGE OF SUGAR GROVE AND THE UNITED CITY OF YORKVILLE have caused this Jurisdictional Boundary Line Agreement to be executed by their respective Mayor and Village President and attested by their respective City and Village Clerk, pursuant to Ordinances adopted by each municipality authorizing the execution of this Jurisdictional Boundary Line Agreement.

VILLAGE OF SUGAR GROVE

BY: _____
VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

UNITED CITY OF YORKVILLE

BY: _____
MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

(Boundary Line Map)

Sugar Grove - Yorkville Boundary Line

