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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** WALTER MAGDZIARZ, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** PUBLIC HEARING: BATAVIA BOUNDARY AGREEMENT  
**AGENDA:** MAY 21, 2019 VILLAGE BOARD REGULAR MEETING  
**DATE:** MAY 17, 2019

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**ISSUE**

Shall the Village Board hold a public hearing to collect comments from the public concerning modifying the location of the boundary line and extending the duration of the current Batavia-Sugar Grove boundary line agreement.

**DISCUSSION**

There currently is a boundary line agreement in effect between the City of Batavia and the Village of Sugar Grove. The leadership in both communities has determined it would be in the best interests of both communities to modify the current boundary line and to extend the life of the current agreement in the absence of development pressure.

The only significant change incorporated in the Agreement is the Village's desire to terminate the limits of the jurisdictional boundary line with Batavia at Main Street rather than the current Keslinger Road terminus. Additional changes include relocating the line from Lake Run to Norris Road and Bliss Road, and making the boundary line coterminous with the entirety of the jurisdictional boundary lines the Village has adopted with Aurora and North Aurora.

**ATTACHMENTS**

- Public hearing notice
- Jurisdictional Boundary Line Agreement, including the Jurisdictional Boundary Line Map

**COSTS**

Aside from the cost of publication of the required notice, there is no cost associated with the requested action.

**RECOMMENDATION**

That the Village Board open the public hearing, accept comments and questions close the public hearing.

**NOTICE OF PUBLIC HEARING  
PROPOSED AMENDMENT OF A BOUNDARY AGREEMENT BETWEEN THE  
VILLAGE OF SUGAR GROVE AND CITY OF BATAVIA**

**NOTICE** is hereby given that the Village of Sugar Grove and the City of Batavia are proposing an amendment of a previously adopted Boundary Agreement establishing a jurisdictional boundary line between the two municipalities pursuant to the provisions of Section 5/11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) for territory located between the two municipalities and on either side of a line running generally along Lake Run from a point in Section 2 in Sugar Grove Township to a point on Bliss Road in Section 23 in Blackberry Township, as set forth in greater specificity on the Jurisdictional Boundary Line Map.

The proposed boundary line agreement, including the Jurisdictional Boundary Line Map, will be considered by the Village Board at a public hearing to be held on May 21, 2019 at 6:00 p.m. at Village Hall, located at 10 South Municipal Drive, Sugar Grove, Illinois. All interested parties wishing to comment may address the Village Board at this meeting and/or may submit written comments to the Village Clerk at the address below.

The proposed Jurisdictional Boundary Line Agreement and Map referenced herein are available for inspection at the office of the Village Clerk, Village of Sugar Grove, 10 South Municipal Drive, Sugar Grove, Illinois 60554, or on the Village website, [www.sugargroveil.gov](http://www.sugargroveil.gov).

By order of the Corporate Authorities of the Village of Sugar Grove, Kane County, Illinois this 12<sup>th</sup> day of April 2019.

VILLAGE OF SUGAR GROVE  
Cindy Galbreath, Village Clerk

Published this 14<sup>th</sup> day of April

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# INTERGOVERNMENTAL AGREEMENT

between the

City of Batavia

and the

Village of Sugar Grove

relating to

Jurisdictional Boundaries

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2019 in duplicate original, by and between the City of Batavia, a Municipal Corporation ("Batavia") and the Village of Sugar Grove, a Municipal Corporation, ("Sugar Grove"), both bodies being hereafter referred to collectively as "Parties."

WHEREAS, Batavia is a home rule unit as defined by Article VII, Section 6 of the Constitution of the State of Illinois ("Constitution") and may exercise any power and perform any function pertaining to local affairs except as limited in the manner set forth by the Constitution; and

WHEREAS, Sugar Grove is not a home rule unit and possesses the powers granted to it by the Constitution and laws of Illinois and those which may be necessarily inferred from such powers; and

WHEREAS, Article VII, Section X of the Constitution authorizes units of local government to contract or otherwise associate 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 by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act further defines such intergovernmental cooperation;

WHEREAS, the City of Batavia and the Village of Sugar Grove entered into an Intergovernmental Agreement dated November 6, 2006 ("Boundary Agreement"), recorded as document 2006K132367 and 2006K135102 in Kane County, Illinois; and

WHEREAS, the Boundary Agreement has served a valuable purpose for both Batavia and Sugar Grove; and

WHEREAS, the Boundary Agreement expires on November 6, 2026, and the Parties recognize the ongoing benefits, and desire to extend the Boundary Agreement for a period of twenty (20) years from the date hereof, and for such further additional time as the Parties may hereafter mutually agree; and

WHEREAS, both municipalities have published notice and conducted the required Public Hearings as required by State Statute; and NOW, THEREFORE, upon the consideration of the mutual promises contained herein, and upon further consideration of the recitals herein set forth, it is hereby agreed between the parties to this agreement as follows:

1. The Intergovernmental Agreement dated November 6, 2006 ("Boundary Agreement"), recorded as document 2006K132367 and 2006K135102 in Kane County, Illinois, between the City of Batavia, and the Village of Sugar Grove, is hereby repealed and replaced by this Agreement.
2. The recitals set forth above are deemed a part of the terms of this Agreement and are incorporated herein by reference.
3. A jurisdictional boundary line between Batavia and Sugar Grove for municipal government planning, zoning, annexation, subdivision control and municipal purposes, is shown on the map which is attached hereto and incorporated herein as Exhibit "A", and as also set forth in the legal description of said jurisdictional boundary line which is attached hereto and incorporated herein as Exhibit "B".
4. Except as otherwise provided herein, Batavia shall have jurisdiction with respect to property lying easterly of the above-described boundary line, and Sugar Grove shall have jurisdiction with respect to property lying westerly of the above-described boundary line. Commencing with the date of this Agreement, neither party shall annex territory, exercise or attempt to exercise, (including but not limited to conducting hearings on annexation or zoning of property) or enforce any zoning, subdivision control, official map, or other municipal authority which lies within the jurisdiction of the other Municipality (as established by such boundary line), unless otherwise agreed to in writing by both Municipalities.
5. This Agreement shall not be construed so as to limit or adversely affect the right of either Municipality to be notified of, to comment and to file a statutory objection to proposed zoning changes within one and one-half miles of its corporate limits, as provided for by State law. However, property that is subject to zoning relief or subdivision under County regulations may be objected to at the request of the other municipality if one municipality is within 1.5 miles and the other is not.
6. Neither Municipality shall object to the other Municipality's request for an amendment of its facilities planning area or extension of its utilities with respect to land located on the requesting Municipality's side of the jurisdictional boundary line.
7. Each Municipality agrees to actively oppose any attempt by a land owner to effectuate an

involuntary annexation to its respective Municipality if such annexation would have the effect of annexing land within one Municipality's jurisdiction to the other Municipality. Neither party shall either directly or indirectly seek any specific addition, deletion or modification to this Agreement through judicial action in the circuit court. Each municipality shall notify the other municipality of any development proposal filed within 300 feet of the boundary line within 30 days of application filing. Failure to provide said notification shall not be considered a breach of this Agreement if the aggrieved party is aware, or could have reasonably been aware, of the development proposal prior to any final approval of said proposal.

8. This Agreement shall be in full force and effect for a period of twenty (20) years from the date hereof, and for such further and additional time as the parties may hereafter mutually agree by amendment to this Agreement, from time to time. All modifications to this Agreement must be in writing and must be signed by each party.
9. 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 undersigned governmental units have caused this Agreement to be duly executed on the day and date first above written.

CITY OF BATAVIA,  
an Illinois Municipal Corporation,

VILLAGE OF SUGAR GROVE,  
an Illinois Municipal Corporation,

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

By: \_\_\_\_\_  
Its President

Attest:

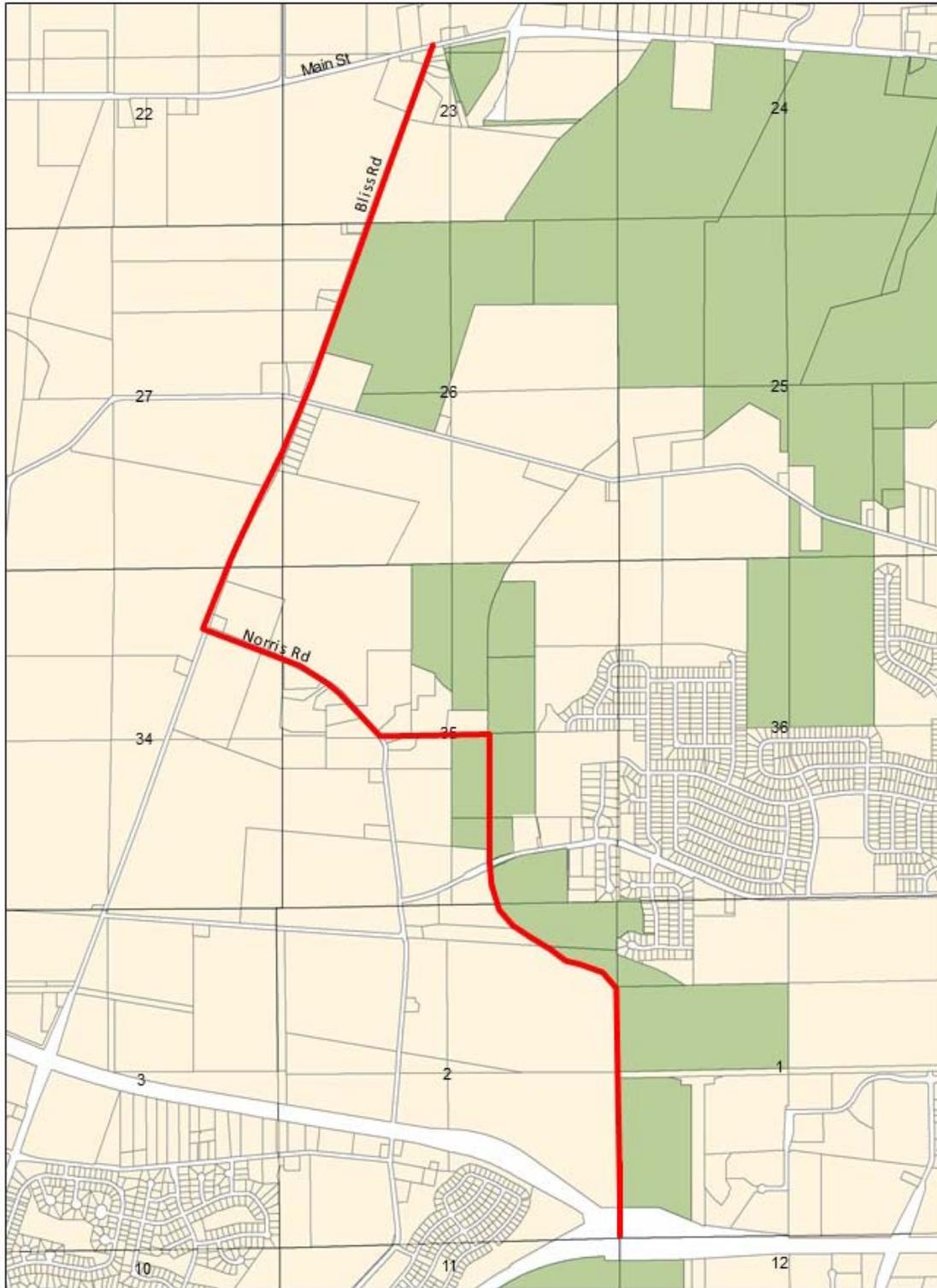
Attest:

By: \_\_\_\_\_  
Its City Clerk

By: \_\_\_\_\_  
Its Village Clerk

EXHIBIT "A"

Sugar Grove-Batavia Jurisdictional Boundary Map



Legend

— Jurisdictional boundary line

**EXHIBIT "B"**

*(Legal Description of Batavia-Sugar Grove Jurisdictional Boundary Line)*

A BOUNDARY AGREEMENT LINE, ALONG AND ACROSS THAT PART OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ACROSS PART OF SECTIONS 23, 26, 27, 34 AND 35, ALL IN TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE EAST HALF OF SAID SECTION 2; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID EAST HALF TO THE CENTERLINE OF LAKE RUN DRAINAGE DITCH; THENCE NORTHWESTERLY AND NORTHERLY, ALONG SAID CENTERLINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE WESTERLY ALONG SAID NORTH LINE AND ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 TO THE CENTERLINE OF NORRIS ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE TO THE CENTERLINE OF BLISS ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF BLISS ROAD TO THE CENTERLINE OF MAIN STREET AND THE POINT OF TERMINATION OF SAID BOUNDARY AGREEMENT LINE, ALL IN SUGAR GROVE AND BLACKBERRY TOWNSHIPS, KANE COUNTY, ILLINOIS.