
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

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

ISSUE

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

DISCUSSION

There currently is a boundary line agreement in effect between the Village of North Aurora and the Village of Sugar Grove that was recently extended in 2015. 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 extend the limits of the jurisdictional boundary line with North Aurora north from its current terminus to Main Street via Norris Road and Bliss Road. Additionally, the boundary line is proposed to be coterminous with the entirety of the jurisdictional boundary lines the Village has adopted with Aurora and Batavia.

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 BOUNDARY AGREEMENT BETWEEN THE
VILLAGES OF SUGAR GROVE AND NORTH AURORA**

NOTICE is hereby given that the Village of Sugar Grove and the Village of North Aurora 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 at the Village website www.sugargrovel.gov.

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

VILLAGE OF SUGAR GROVE
Cindy Galbreath, Village Clerk

Published this 14th day of April

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INTERGOVERNMENTAL AGREEMENT

between the

Village of North Aurora

and the

Village of Sugar Grove

relating to

Jurisdictional Boundaries

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

WHEREAS, North Aurora is a non- home rule unit having the powers granted to it by the Illinois Municipal Code and common law; and

WHEREAS, North Aurora has authority pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 2201/1 et seq.) generally, and Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9), specifically, to enter into jurisdictional boundary line agreements regarding unincorporated territory between multiple municipalities;

WHEREAS, Sugar Grove is a non- home rule unit having the powers granted to it by the Illinois Municipal Code and common law; and

WHEREAS, Sugar Grove has authority pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 2201/1 et seq.) generally, and Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9), specifically, to enter into jurisdictional boundary line agreements regarding unincorporated territory between multiple municipalities; and

WHEREAS, the Village of North Aurora and the Village of Sugar Grove entered into a Boundary Line Agreement dated September 21, 2015, recorded as document 2015K057692 in Kane County, Illinois ("Boundary Agreement"); and

WHEREAS, the parties have negotiated some revisions to the Boundary Agreement 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 thereafter mutually agree; and

WHEREAS, the President and Trustees of North Aurora have determined that revision and extension of the Boundary Line Agreement with Sugar Grove is in the best interests of the Village; and WHEREAS, the President and Trustees of Sugar Grove have determined that revision and extension of the Boundary Line Agreement with North Aurora is in the best interests of the Village. NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration herein set forth, it is hereby agreed between the parties to this agreement as follows:

1. The Intergovernmental Agreement dated September 21, 2015 (“Boundary Agreement”), recorded as document 2015K057692 in Kane County, Illinois, between the Village of North Aurora (“Village”), and the Village of Sugar Grove, is hereby terminated 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 is hereby established between North Aurora and Sugar Grove for municipal government planning, zoning, annexation, subdivision control and municipal purposes as shown on the map attached hereto and incorporated herein as Exhibit “A”, which boundary line is also set forth in the legal description attached hereto and incorporated herein as Exhibit “B” (the “Boundary Line”).
4. Except as otherwise provided herein, North Aurora shall have jurisdiction with respect to property lying easterly of the Boundary Line, and Sugar Grove shall have jurisdiction with respect to property lying westerly of the 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 over the territory that lies the other Municipality’s side of the Boundary Line, unless 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 file a statutory objection to proposed zoning changes within one and one-half miles of its corporate limits, as provided for by State law.
6. Neither Municipality shall object to the other Municipality’s request for an amendment of its facilities planning area with respect to land located on the requesting Municipality’s side of the Boundary Line.
7. Both Municipalities agree not to enter into annexation or pre-annexation agreements with

land owners on the other Municipality's side of the Boundary Line, to refrain from participating with any landowner in any attempt to annex property in contravention of this Agreement and to oppose an attempt to effectuate an involuntary annexation if such annexation would be in violation of the terms of this Agreement.

8. Neither party shall either directly or indirectly initiate, seek or participate in favor of any specific any judicial or other action to add to, delete from or otherwise modify this Agreement without the affirmative, written agreement of the other party.
9. This Agreement shall be in full force and effect for a period of twenty (20) years from and after the approval of the Agreement as required by law and signing of the Agreement by both parties, which date shall be inserted at the top, and for such further and additional time as the parties may hereafter mutually agree by mutual agreement in writing, from time to time. All modifications to this Agreement must be in writing and must be signed by each party.
10. This may be filed by either party for recording in the Kane County Recorder of Deeds office.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be duly executed on the day and date first above written.

VILLAGE OF NORTH AURORA, **an Illinois**
Municipal Corporation,

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By: _____
Its Mayor

By: _____
Its President

Attest:

Attest:

By: _____
Its Village Clerk

By: _____
Its Village Clerk

EXHIBIT "A"

Sugar Grove-North Aurora Jurisdictional Boundary Map



Legend

 Jurisdictional boundary line

EXHIBIT "B"

(Legal Description of North Aurora-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.