
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 CITY OF BATAVIA (BOUNDARY LINE AGREEMENT)
AGENDA: MAY 21, 2019 VILLAGE BOARD REGULAR MEETING
DATE: MAY 17, 2019

ISSUE

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

DISCUSSION

The required public hearing was held on May 21, 2019.

The staff in Batavia and Sugar Grove have determined that there is reason to alter the boundary line location. In the absence of any development interest or pressure along the boundary corridor in either community, now would be an appropriate time to alter and extend the life of the agreement.

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 by land owners and developers.

Staff recommends the agreement be extended for a 20 year period, the maximum allowed under Illinois law.

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 fees.

RECOMMENDATION

Staff recommends the Village Board approve the Ordinance Authorizing an Intergovernmental Agreement Between the Village of Sugar Grove and the City of Batavia (Boundary Line Agreement), subject to attorney's review.



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

ORDINANCE NO. 2019-0521_

**AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF SUGAR GROVE AND THE CITY OF BATAVIA
(BOUNDARY LINE AGREEMENT)**

Adopted by the Board of Trustees and President of the Village of Sugar Grove
this 21st day of May 2019

Published in pamphlet form by authority of the Board of Trustees of the Village of Sugar Grove, Illinois
this 21st day of May 2019

ORDINANCE NO. 2019-0521_

**AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF SUGAR GROVE AND THE CITY OF BATAVIA
(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 Recorders 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, Illinois, this 21st day of May 2019.

P. Sean Michels,
Village President

ATTEST: _____
Cynthia L. Galbreath
Village Clerk

	Aye	Nay	Absent	Abstain
Trustee Sean Herron	___	___	___	___
Trustee Ted Koch	___	___	___	___
Trustee Jen Konen	___	___	___	___
Trustee Heidi Lendi	___	___	___	___
Trustee Rick Montalto	___	___	___	___
Trustee Ryan Walter	___	___	___	___

EXHIBIT A

Intergovernmental Agreement

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 it's 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

Attest:

By: _____

Its President

Attest:

By: _____

Its City Clerk

By: _____

Its Village Clerk

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.