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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:** ORDINANCE: AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH VILLAGE OF NORTH AURORA (BOUNDARY LINE AGREEMENT)  
**AGENDA:** MAY 21, 2019 VILLAGE BOARD REGULAR MEETING  
**DATE:** MAY 17, 2019

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### **ISSUE**

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

### **DISCUSSION**

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

The staff in North Aurora 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 Village of North Aurora (Boundary Line Agreement), subject to attorney's review.



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

**ORDINANCE NO. 2019-0521\_**

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

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

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

**ORDINANCE NO. 2019-0521\_**

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

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**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 21<sup>st</sup> 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  
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.