

ORDINANCE 15-2024

**AN ORDINANCE APPROVING
A BOUNDARY LINE AGREEMENT WITH THE VILLAGE OF
CARPENTERSVILLE, ILLINOIS**

WHEREAS, the Village of Gilberts, Kane County, Illinois, is an Illinois municipality organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the Village of Carpentersville, Kane County, Illinois, is an Illinois home-rule municipality organized and operating pursuant to Article VII, Section 6 of the Illinois State Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, units of local government are enabled by Article VII, Section 10, of the Illinois State Constitution of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine, or transfer any power or function in a manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes municipalities to, jointly with any other unit of local government, exercise any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of government services, activities, and undertakings; and

WHEREAS, the Illinois Municipal Code authorizes municipalities to enter into boundary line agreements “[i]f unincorporated territory is within one and one-half miles of the boundaries of two or more corporate authorities that have adopted official plans . . .,” 65 ILCS 5/11-12-9; and

WHEREAS, pursuant to and in accordance with this authority, the Village of Gilberts has negotiated the terms and provisions of an Intergovernmental Agreement with the Village of Carpentersville that establishes the boundary line between the two municipalities which delineates their respective jurisdictions for annexation and land use planning, a copy of which is attached hereto as **Exhibit A** (“Boundary Agreement”); and

WHEREAS, the Village of Gilberts published and posted the required notice relative to the Boundary Agreement on May 22, 2024; and

WHEREAS, the Village President and Board of Trustees of the Village of Gilberts find and determine that it is in the best interest of the Village and its residents that the Boundary Agreement be approved.

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

Section 1. **Recitals.** The recitals are incorporated into this Section 1 as though fully set forth herein.

Section 2. Approval; Authorization. The Village Board of Trustees hereby approves the Boundary Agreement in substantially the form attached hereto as **Exhibit A**. The Village President and Village Clerk are hereby authorized and directed to execute the Boundary Agreement and all other documents necessary to effectuate the terms and intent of this Ordinance.

Section 3. Recording of Agreement. The Village Clerk is hereby directed to record both this Ordinance and the Boundary Agreement in the office of the Kane County Recorder following its passage and approval by the Village of Gilberts and the Village of Carpentersville

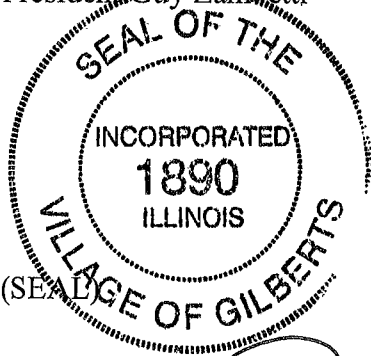
Section 4. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent permitted by law.

Section 5. Repeal and Saving Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

Section 6. Effective Date. This Ordinance shall be effective from and after its passage and approval according to law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 16th day of July, 2024:

| | <u>Ayes</u> | <u>Nays</u> | <u>Absent</u> | <u>Abstain</u> |
|-------------------------|-------------|-------------|---------------|----------------|
| Trustee Robert Vanni | <u>X</u> | _____ | _____ | _____ |
| Trustee Frank Marino | <u>X</u> | _____ | _____ | _____ |
| Trustee Brandon Coats | <u>X</u> | _____ | _____ | _____ |
| Trustee Jeanne Allen | <u>X</u> | _____ | _____ | _____ |
| Trustee Robert Chapman | <u>X</u> | _____ | _____ | _____ |
| Trustee Justin Redfield | <u>X</u> | _____ | _____ | _____ |
| President Guy Zambetti | <u>X</u> | _____ | _____ | _____ |



APPROVED THIS 16th DAY OF JULY, 2024.



 Guy Zambetti, Village President

ATTEST: 

 Lynda Lange, Village Clerk

EXHIBIT A

Boundary Agreement

ORDINANCE NO. 2024-30

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF GILBERTS AND THE VILLAGE OF
CARPENTERSVILLE REGARDING JURISDICTIONAL BOUNDARIES**

WHEREAS, the Village of Carpentersville, Kane County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government to enter into agreements to "...obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance ... Participating units of government may use their credit, revenues and any other resources to pay costs and to service debt related to intergovernmental activities"; and

WHEREAS, the applicable state statutes, 65 ILCS 5/11-12-9 authorizes the corporate authorities of two (2) or more municipalities to establish jurisdictional boundary lines and enter into jurisdictional agreements; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village of Carpentersville to enter into an Intergovernmental Agreement with the Village of Gilberts in substantially the form attached hereto as Exhibit 1, for which both parties have agreed to exercise home rule power to provide notice to the public in accordance with the customary 48 hour requirement under the Open Meetings Act, 5 ILCS 120/2.02.

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

SECTION 1: The Village hereby approves the Intergovernmental Agreement, which is attached to this Ordinance as Exhibit 1 and authorizes the President and Village Clerk to execute the same in substantially the form presented.

SECTION 2: The Intergovernmental Agreement shall be effective upon the additional approval by the Village of Gilberts and the execution thereof by the respective Village Presidents and Village Clerks and upon the filing by the respective Village clerks of a certified copy of said Intergovernmental Agreement with the Recorder's Office of Kane County.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment

shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Motion made by Trustee Garcia, seconded by Trustee Malone.

Passed this 4 day of June, 2024 by roll call vote as follows:

| | Ayes | Nays | Absent | Abstain | Present |
|---------------------------|----------|-------|----------|---------|----------|
| Trustee Jeff Frost | _____ | _____ | _____ | _____ | <u>✓</u> |
| Trustee Jim Malone | <u>✓</u> | _____ | _____ | _____ | |
| Trustee Humberto Garcia | <u>✓</u> | _____ | _____ | _____ | |
| Trustee Brenda Sandoval | <u>✓</u> | _____ | _____ | _____ | |
| Trustee Dickie Abbott | <u>✓</u> | _____ | _____ | _____ | |
| Trustee Denise Richardson | _____ | _____ | <u>✓</u> | _____ | |
| President John Skillman | <u>✓</u> | _____ | _____ | _____ | |

APPROVED THIS 4 DAY OF June, 2024

[Signature]
Village President, John Skillman

(SEAL)

ATTEST: [Signature]
Village Clerk, Tania Gomez

Published: June 4, 2024

CERTIFICATION

I, Tania Gomez, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Carpentersville, Kane County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Carpentersville.

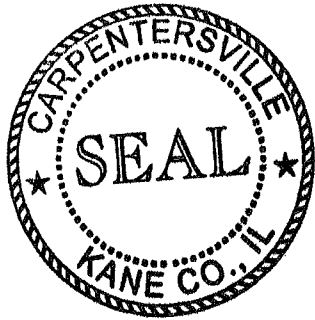
I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Carpentersville, held on the 4 day of June 2024, the foregoing Ordinance entitled, AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF GILBERTS AND THE VILLAGE OF CARPENTERSVILLE REGARDING JURISDICTIONAL BOUNDARIES, as duly passed by the President and Board of Trustees of the Village of Carpentersville.

The pamphlet form of Ordinance No. 2024-30, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the 4 day of June, 2024, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and seal of the Village of Carpentersville this 4 day of June, 2024.

(SEAL)



Tania Gomez, Village Clerk
Village of Carpentersville,
Kane County, Illinois

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE VILLAGE OF GILBERTS AND THE VILLAGE OF CARPENTERSVILLE
REGARDING JURISDICTIONAL BOUNDARIES**

THIS AGREEMENT ("**Agreement**") is made and entered into this 16 day of July, 2024 ("**Effective Date**"), by and between the **Village of Gilberts**, an Illinois municipal corporation in Kane County, Illinois ("**Gilberts**") and the **Village of Carpentersville**, an Illinois municipal corporation in Kane County, Illinois ("**Carpentersville**"). Gilberts and Carpentersville are sometimes referred to in this Agreement separately as "**Party**" or jointly as "**Parties**".

WITNESSETH:

WHEREAS, Gilberts and Carpentersville are units of local government as defined by Article VII, Section 1 of the Illinois State Constitution of 1970; and

WHEREAS, units of local government are enabled by Article VII, Section 10, of the Illinois State Constitution of 1970 to enter into agreements 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 ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes municipalities to jointly with any public agency of the State, including other units of local government, exercise any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the Illinois Municipal Code authorizes municipalities to enter into boundary line agreements "[i]f unincorporated territory is within one and one-half miles of the boundaries of two or more corporate authorities that have adopted official plans . . .," 65 ILCS 5/11-12-9; and

WHEREAS, unincorporated territory lies within one and one-half miles of the boundaries of Gilberts and Carpentersville; and

WHEREAS, Gilberts and Carpentersville have each adopted a Comprehensive Plan pursuant to the Illinois Municipal Code, 65 ILCS 5/11-12-5, 11-12-6; and

WHEREAS, Gilberts and Carpentersville previously entered into a boundary agreement dated November 7, 2000, which established agreed upon boundary lines to plan both for growth and for conservation of available resources in the area that lies between their existing corporate boundaries; and

WHEREAS, Gilberts and Carpentersville recognize the continued desirability of establishing jurisdictional boundaries between their respective municipalities in order to

plan effectively and efficiently for the growth and potential development between their municipalities and the conservation of available resources for their respective residents; and

WHEREAS, Gilberts and Carpentersville recognize that unincorporated land generally lying in the area between their present municipal boundaries is attractive for development activity, and has the potential to experience rapid growth and development, and that there is the potential for problems pertaining to such issues as adequate open space, stormwater and flood control, ground water, ecological and environmental impacts, appearance, and inconsistent development; and

WHEREAS, Gilberts and Carpentersville realize that growth and development activity will be accompanied by increased demands for municipal services, including, but not limited to, transportation and road infrastructure, government and police powers, provision of utilities, furnishing of public safety and health services, and site plan and building review services; and

WHEREAS, Gilberts and Carpentersville and their respective residents are vitally affected by such problems and demands, and any attempt to solve them and provide for the welfare and prosperity of the residents of Gilberts and Carpentersville will be benefitted by mutual action and intergovernmental cooperation; and

WHEREAS, Gilberts and Carpentersville realize the benefit of intergovernmental cooperation and the need to provide for logical corporate boundaries and areas of municipal authority between their respective municipalities; and

WHEREAS, each Party represents to the other that it has complied with the Illinois Municipal Code, 65 ILCS 5/11-12-9 and, not less than thirty (30) days and not more than one-hundred and twenty (120) days prior to formal approval of this Agreement, that it has provided public notice of this Agreement by (1) posting notice for not less than 15 consecutive days in the same location at which notices of Village Board meetings for Gilberts and Carpentersville are posted, and (2) publishing notice on at least one occasion in a newspaper of general circulation within the territory that is subject to the Agreement; and

WHEREAS, Gilberts and Carpentersville have authorized the execution of this Agreement as an exercise of their inter-governmental cooperation authority under the Illinois State Constitution of 1970 and in accordance with the Intergovernmental Cooperation Act and Illinois Municipal Code.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the recitals hereinabove set forth, the sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between Gilberts and Carpentersville as follows:

SECTION ONE: Pursuant to the authority contained in the Illinois Municipal Code, 65 ILCS 5/11-12-9, the jurisdictional boundary line which will mark the boundaries of

jurisdiction for Gilberts and Carpentersville shall be as depicted on the map, attached hereto as **Exhibit A** and made a part hereof by this reference.

SECTION TWO: Gilberts agrees not to annex, solicit the annexation of, enter into any agreement to annex, commence proceedings to annex, nor to entertain a petition to annex any territory which lays east of the jurisdictional boundary line depicted in Exhibit A.

SECTION THREE: Carpentersville agrees not to annex, solicit the annexation of, enter into any agreement to annex, commence proceedings to annex, nor to entertain a petition to annex any territory which lays west of the jurisdictional boundary line depicted in Exhibit A.

SECTION FOUR: Neither Party shall object to the annexation, planning, or zoning of property within the jurisdictional boundary of the territory assigned to the other Party, provided however, with respect to any territory which is contiguous to the jurisdictional boundary of the other Party, each Party shall give the other Party thirty (30) days' written notice prior to:

- a) approval of any amendments to its Zoning Code;
- b) approval of any annexation agreement;
- c) approval of any amendment to its Comprehensive Plan;
- d) such other action which commits it to a land use within its jurisdictional boundary area which substantially deviates from its Comprehensive Plan.

Upon request of the Party so notified, that Party shall be given reasonable opportunity to review any such proposal and to be heard on any such proposal by the corporate authorities of the Party giving such notice, prior to any final action on the proposal.

SECTION FIVE: In the event that either Party is contacted by any person in connection with any matter involving the annexation of land which lies within the aforementioned jurisdictional territory of the other Party, the contacted Party shall immediately refer such person to the other Party of exclusive disposition thereof.

SECTION SIX: The parties acknowledge and agree that, in the event of a breach by one Party of the covenants contained in Sections One through Five, above, each of which alone is a material element of this Agreement, the other shall be aggrieved and will suffer damages which are immediate, great, and irreparable, and for which no adequate remedy at law exists; and accordingly, in the event of such breach by one Party, the aggrieved Party shall have the right to seek an order from a court of competent jurisdiction, declaring its rights, and/or preliminarily and/or permanently restraining and/or enjoining the breaching Party from any further breach of the covenant or covenants of this Agreement, and curing such breach, including through mandamus. This right to the aforementioned relief shall be in addition to, and not in lieu of, any and all other rights or remedies available to the aggrieved Party under applicable Illinois law.

SECTION SEVEN: This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns for a term of twenty (20) years from and after the Effective Date.

SECTION EIGHT: If any section, paragraph, subdivision, clause, sentence, or provision of this Agreement is determined by a court of competent jurisdiction to be void or invalid, such determination shall not affect, impair, invalidate, or nullify the remaining provisions of this Agreement, which shall remain in full force and effect.

SECTION NINE: Each Party shall adopt an ordinance approving the terms and provisions of this Agreement and authorizing the Village President and Village Clerk to execute and deliver this Agreement. Upon execution, the Village Clerk of each Party shall forward to the Village Clerk of the other Party a certified copy of the ordinance so enacted, together with the Agreement, signed in duplicate original, so that each Party shall have one fully executed document on file.

IN WITNESS WHEREOF, the Parties set their hands and seals on the date first above written in Kane County, Illinois.

VILLAGE OF GILBERTS

By: [Signature]
Village President

ATTEST: [Signature]
By: [Signature]
Village Clerk



VILLAGE OF CARPENTERSVILLE

By: _____
Village President

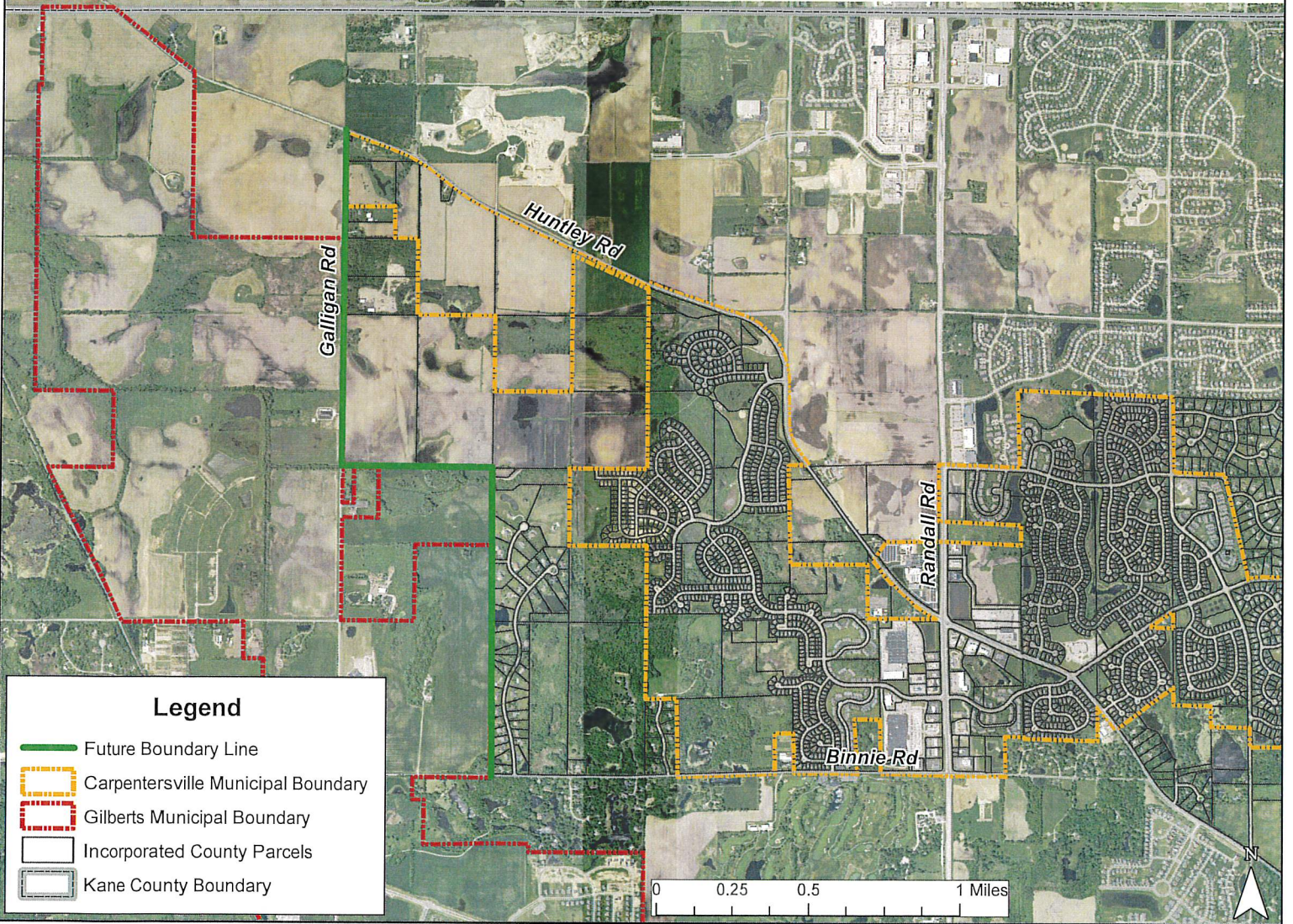
ATTEST: _____
By: [Signature]
Village Clerk



EXHIBIT A

Jurisdictional Boundary Line Map

Carpentersville & Gilberts Future Boundary Agreement



SECTION SEVEN: This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns for a term of twenty (20) years from and after the Effective Date.

SECTION EIGHT: If any section, paragraph, subdivision, clause, sentence, or provision of this Agreement is determined by a court of competent jurisdiction to be void or invalid, such determination shall not affect, impair, invalidate, or nullify the remaining provisions of this Agreement, which shall remain in full force and effect.

SECTION NINE: Each Party shall adopt an ordinance approving the terms and provisions of this Agreement and authorizing the Village President and Village Clerk to execute and deliver this Agreement. Upon execution, the Village Clerk of each Party shall forward to the Village Clerk of the other Party a certified copy of the ordinance so enacted, together with the Agreement, signed in duplicate original, so that each Party shall have one fully executed document on file.

IN WITNESS WHEREOF, the Parties set their hands and seals on the date first above written in Kane County, Illinois.

VILLAGE OF GILBERTS

By: 
Village President

ATTEST:
By: 
Village Clerk



VILLAGE OF CARPENTERSVILLE

By: 
Village President

ATTEST:
By: 
Village Clerk

EXHIBIT A

Jurisdictional Boundary Line Map

ORDINANCE NO. 2024-38

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF GILBERTS AND THE VILLAGE OF
CARPENTERSVILLE REGARDING JURISDICTIONAL BOUNDARIES**

WHEREAS, the Village of Carpentersville, Kane County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government to enter into agreements to "...obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance ... Participating units of government may use their credit, revenues and any other resources to pay costs and to service debt related to intergovernmental activities"; and

WHEREAS, the applicable state statutes, 65 ILCS 5/11-12-9 authorizes the corporate authorities of two (2) or more municipalities to establish jurisdictional boundary lines and enter into jurisdictional agreements; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village of Carpentersville to enter into an Intergovernmental Agreement with the Village of Gilberts in substantially the form attached hereto as Exhibit 1, for which both parties have agreed to exercise home rule power to provide notice to the public in accordance with the customary 48 hour requirement under the Open Meetings Act, 5 ILCS 120/2.02.

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

SECTION 1: The Village hereby approves the Intergovernmental Agreement, which is attached to this Ordinance as Exhibit 1 and authorizes the President and Village Clerk to execute the same in substantially the form presented.

SECTION 2: The Intergovernmental Agreement shall be effective upon the additional approval by the Village of Gilberts and the execution thereof by the respective Village Presidents and Village Clerks and upon the filing by the respective Village clerks of a certified copy of said Intergovernmental Agreement with the Recorder's Office of Kane County.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment

shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

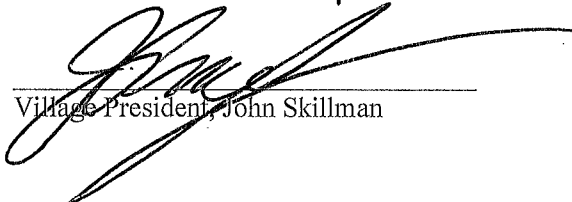
SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Motion made by Trustee Garcia, seconded by Trustee Sandoval.

Passed this 16 day of July, 2024 by roll call vote as follows:

| | Ayes | Nays | Absent | Abstain |
|---------------------------|-------|-------|--------|---------|
| Trustee Jeff Frost | _____ | ✓ | _____ | _____ |
| Trustee Jim Malone | ✓ | _____ | _____ | _____ |
| Trustee Humberto Garcia | ✓ | _____ | _____ | _____ |
| Trustee Brenda Sandoval | ✓ | _____ | _____ | _____ |
| Trustee Dickie Abbott | ✓ | _____ | _____ | _____ |
| Trustee Denise Richardson | _____ | _____ | ✓ | _____ |
| President John Skillman | ✓ | _____ | _____ | _____ |

APPROVED THIS 16 DAY OF July, 2024


Village President, John Skillman

(SEAL)

ATTEST:


Village Clerk, Tania Gomez

Published: July 16, 2024



CERTIFICATION

I, Tania Gomez, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Carpentersville, Kane County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Carpentersville.

I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Carpentersville, held on the 16 day of July 2024, the foregoing Ordinance entitled, AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF GILBERTS AND THE VILLAGE OF CARPENTERSVILLE REGARDING JURISDICTIONAL BOUNDARIES, as duly passed by the President and Board of Trustees of the Village of Carpentersville.

The pamphlet form of Ordinance No. 2024-39, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the 16 day of July, 2024, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and seal of the Village of Carpentersville this 16 day of July, 2024.



Tania Gomez, Village Clerk
Village of Carpentersville,
Kane County, Illinois

Carpentersville & Gilberts Future Boundary Agreement

