

VILLAGE OF GILBERTS

ORDINANCE NO. 17-2024

**AN ORDINANCE APPROVING
A BOUNDARY LINE AGREEMENT WITH THE VILLAGE OF
ALGONQUIN, 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 Algonquin, Kane and McHenry Counties, 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, unincorporated territory lies within one and one-half miles of the boundaries of Gilberts and Algonquin; and

WHEREAS, Gilberts and Algonquin have each adopted a Comprehensive Plan pursuant to the Illinois Municipal Code, 65 ILCS 5/11-12-5, 11-12-6; 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 Algonquin 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 July 8, 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 Algonquin.

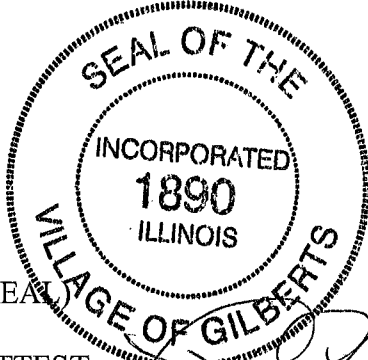
Section 4. **Severability.** In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent 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 20th day of August, 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	_____	_____	_____	_____



APPROVED THIS 20th DAY OF AUGUST, 2024.

Guy Zambetti
Guy Zambetti, Village President

(SEAL)
ATTEST: Lynda Langé
Lynda Langé, Village Clerk

EXHIBIT A

Boundary Agreement

2024-10-10

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

THIS AGREEMENT ("**Agreement**") is made and entered into this 20th day of August, 2024 ("**Effective Date**"), by and between the **Village of Gilberts**, an Illinois municipal corporation in Kane County, Illinois ("**Gilberts**") and the **Village of Algonquin**, an Illinois municipal corporation in McHenry and Kane Counties, Illinois ("**Algonquin**"). Gilberts and Algonquin are sometimes referred to in this Agreement separately as "**Party**" or jointly as "**Parties**".

WITNESSETH:

WHEREAS, Gilberts and Algonquin 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 Algonquin; and

WHEREAS, Gilberts and Algonquin 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 Algonquin previously entered into a boundary agreement dated January 21, 1997, 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 Algonquin 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 Algonquin 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 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 Algonquin 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 Algonquin 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 Algonquin will be benefitted by mutual action and intergovernmental cooperation; and

WHEREAS, Gilberts and Algonquin 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 Algonquin 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 Algonquin 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 Algonquin 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 Algonquin shall be as depicted on the "Jurisdictional Boundary Line 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 north or east of the jurisdictional boundary line depicted in Exhibit A.~~

SECTION THREE: Algonquin 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 south or 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.

SECTION SIX: Both Parties agree that neither will provide water, sewer or sewer treatment services, directly or indirectly, to any property within the jurisdictional boundary of the territory assigned to the other Party.

SECTION SEVEN: 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, 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. This right to injunctive 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.

Party from any further breach of the covenant or covenants of this Agreement and curing such breach. This right to injunctive 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 EIGHT: It is mutually agreed that neither Gilberts nor Algonquin shall directly or indirectly seek any modification or rescission of this Agreement through court action and that this Agreement shall remain in full force and effect in accordance with Paragraph Nine herein or until amended or changed by the mutual agreement of both respective corporate authorities.

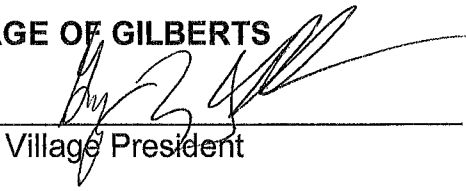
SECTION NINE: This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns for a term of twenty (20) years from and after the Effective Date.

SECTION TEN: 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 ELEVEN: 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. Upon approval by both Parties, a certified copy of this Agreement will be filed with the office of the Kane County Recorder of Deeds.

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

VILLAGE OF ALGONQUIN

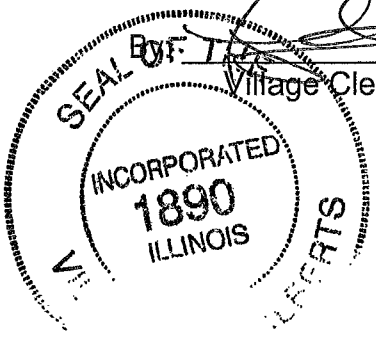
By: _____
Village President

ATTEST:


Village Clerk

ATTEST:

By: _____
Village Clerk



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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 ALGONQUIN

By:  _____
Village President

ATTEST:

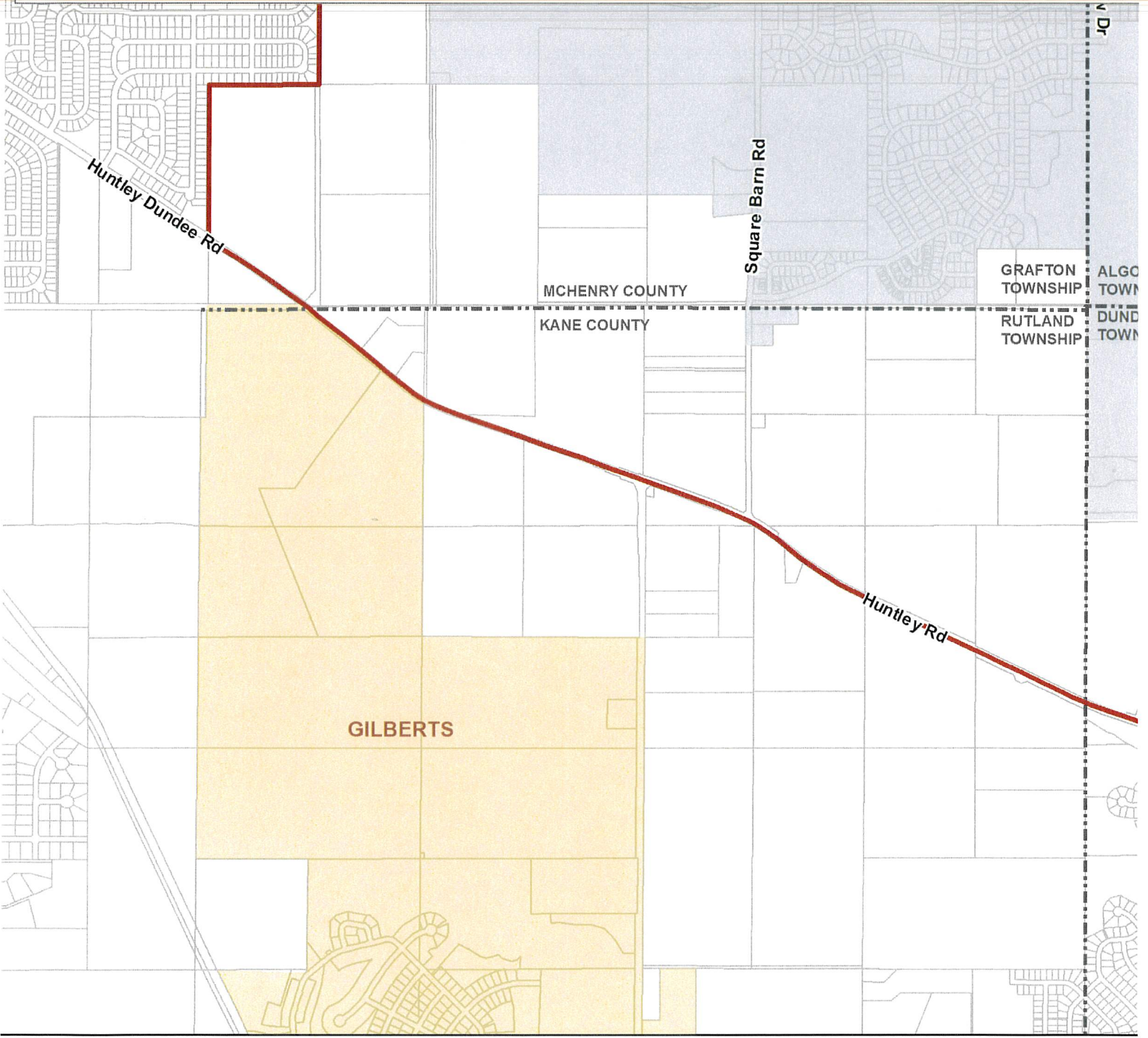
By:  _____
Village Clerk

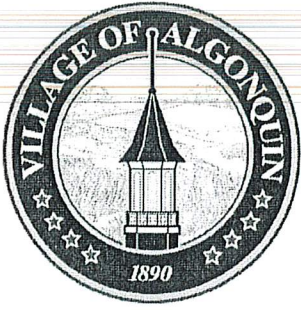
EXHIBIT A

Jurisdictional Boundary Line Map



Exhibit A - BOUNDARY AGREEMENTS between Village of Algonquin and Village of Gilbert





2024 - R - 107

VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Intergovernmental Agreement between the Village of Algonquin and the Village of Gilberts pertaining to Jurisdictional Boundaries, attached hereto and hereby made part hereof.

DATED this 20th day of August, 2024



APPROVED:



Debby Sosine, Village President

ATTEST:



Fred Martin, Village Clerk