



BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: SCOTT KOEPPPEL, VILLAGE ADMINISTRATOR

SUBJECT: BOUNDARY AGREEMENT WITH ELBURN

AGENDA: 9/16/2025

DATE: 9/11/2025

ISSUE

Shall the Village of Sugar Grove enter into a boundary agreement with the Village of Elburn?

DISCUSSION

The Village of Sugar Grove has entered into boundary agreements with all neighboring municipalities except Elburn. It is a best practice to have an established boundary agreement in place. Historically, Main Street has been the unofficial boundary line.

When the Village of Sugar Grove adopted a new comprehensive plan in 2023 Main Street was used as the planning boundary with Elburn. In past discussions with the Village of Elburn, the intersection of IL-47 and Main Street was the point of contention. As a desirable intersection both communities wanted it included in their planning areas.

In a meeting Elburn, President Stillwell recommended a compromise that would allow either party the ability to re-open the agreement if their corporate boundary reached the intersection of IL-47 and Main Street. Staff believes that this compromise will allow both Villages to agree on a boundary agreement. The Village Attorney drafted the following:

The Municipalities agree to reopen this Agreement for consideration of amending the boundary line to reflect future development of the area surrounding Main Street and Illinois Route 47 (the "Area"). Upon either Municipality annexing territory within half of a mile of the area with the provision of utilities, the Parties may renegotiate the boundary line at their discretion.

COST

There is no cost for the discussion. Legal fees for drafting and reviewing the agreement and additional professional services costs to create a map and legal description.

ATTACHMENTS

Comprehensive Plan Map
Map depicting potential boundary line
Draft Annexation Agreement

RECOMMENDATION

Staff recommends that the Village Board discuss the potential boundary agreement and provide feedback.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ELBURN AND THE VILLAGE OF SUGAR
GROVE ESTABLISHING A JURISDICTIONAL BOUNDARY LINE**

THIS AGREEMENT is made this day of 2025, by and _____ between the VILLAGE OF ELBURN, an Illinois Municipal Corporation located in the County of Kane, Illinois (hereinafter "Elburn"), and the VILLAGE OF SUGAR GROVE, an Illinois Municipal Corporation located in the County of Kane, Illinois (hereinafter "Sugar Grove") (individually, a "Municipality," collectively the "Municipalities").

WHEREAS, the portion of unincorporated Kane County lying generally between Elburn and Sugar Gove is one of the rapidly growing areas in Illinois; and

WHEREAS, developments underway, or in various stages of planning, will create economic development opportunities for Elburn and Sugar Grove; and

WHEREAS, unincorporated territory is within 1-1/2 miles of the boundaries of Elburn and Sugar Grove; and

WHEREAS, Elburn and Sugar Grove have each adopted Official Comprehensive Plans; and

WHEREAS, Elburn and Sugar Grove recognize that development of the unincorporated territory will be accompanied by significantly higher demands for transportation services, police power services, utilities services, fire services and other municipal services, together with the financial commitments necessary to provide such services; and

WHEREAS, Elburn and Sugar Grove recognize that development of the land in the unincorporated territory creates problems with respect to open space preservation, flood control, population density, and ecological and economic impacts; and

WHEREAS, Elburn and Sugar Grove further recognize that growth (particularly residential growth) does, and will have, an immediate impact on school districts and fire districts located in whole or in part within their municipal boundaries, as well as other taxing districts; and

WHEREAS, Elburn and Sugar Grove, and their respective citizens, will be vitally affected by such growth, and any attempt to solve problems created by such growth (while providing for the welfare, prosperity and enjoyment of the citizens of each community) will be aided by the mutual action and intergovernmental cooperation of the two communities; and

WHEREAS, Elburn and Sugar Grove are "corporate authorities", as described in 65 ILCS, Section 5/11-12-9, and are "units of local government" as defined by Article VII, Section 10, of the Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970, provides for intergovernmental cooperation between, 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 to use their credit, revenues and other resources to pay costs related to such intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*) provides for joint exercise of powers, privileges or authority by units of government and for intergovernmental contracts; and

WHEREAS, 65 ILCS, Section 5/11-12-9 (the "Act") allows for the Corporate Authorities to "agree upon a line which shall mark the boundaries of the jurisdiction of each of the corporate authorities;" and

WHEREAS, municipalities subject to the agreement set forth in the Act “shall not annex territory which lies within the jurisdiction of [the] other municipality as established by such line;” and

WHEREAS, Elburn and Sugar Grove have authorized, by Ordinances duly considered and passed, the execution of this Agreement as an exercise of their powers under 65 ILCS, Section 5/11-12-9, and as an exercise of their intergovernmental authority under the Constitution of the State of Illinois; and

WHEREAS, Elburn and Sugar Grove recognize the need and desirability to provide for logical municipal boundaries in areas of municipal authority between their respective municipalities; and

WHEREAS, the corporate authorities of Elburn and Sugar Grove have given due consideration to the natural flow of Stormwater, drainage and other practical considerations, and, where possible, included all of any single tract having common ownership within the jurisdiction of one corporate authority;

WHEREAS, the corporate authorities of Elburn and Sugar Grove have provided proper notice and conducted all required public hearings in accordance with law;

NOW, THEREFORE, in consideration of the mutual promises and obligations undertaken herein, and in further consideration of the recitals hereto, it is agreed between Elburn and Sugar Grove as follows:

1. The recitals set forth above are deemed a part of the terms of this Agreement, and are incorporated herein by reference.
2. A jurisdictional boundary line between Elburn 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”.

3. Except as otherwise provided herein, Elburn shall have jurisdiction with respect to property lying northerly of the above-described boundary line, and Sugar Grove shall have jurisdiction with respect to property lying southerly 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.

4. 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.

5. 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 jurisdictional boundary line.

6. 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.

7. The Municipalities agree to reopen this Agreement for consideration of amending the boundary line to reflect future development of the area surrounding Main Street and Illinois Route 47 (the "Area"). Upon either Municipality annexing territory within half of a mile of the area with the provision of utilities, the Parties may renegotiate the boundary line at their discretion.

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 to amend 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.

VILLAGE OF ELBURN, an Illinois
Municipal Corporation,

By: _____

Its President

Attest:

By: _____

Its Village Clerk

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By:_____

Its President

Attest:

By:_____

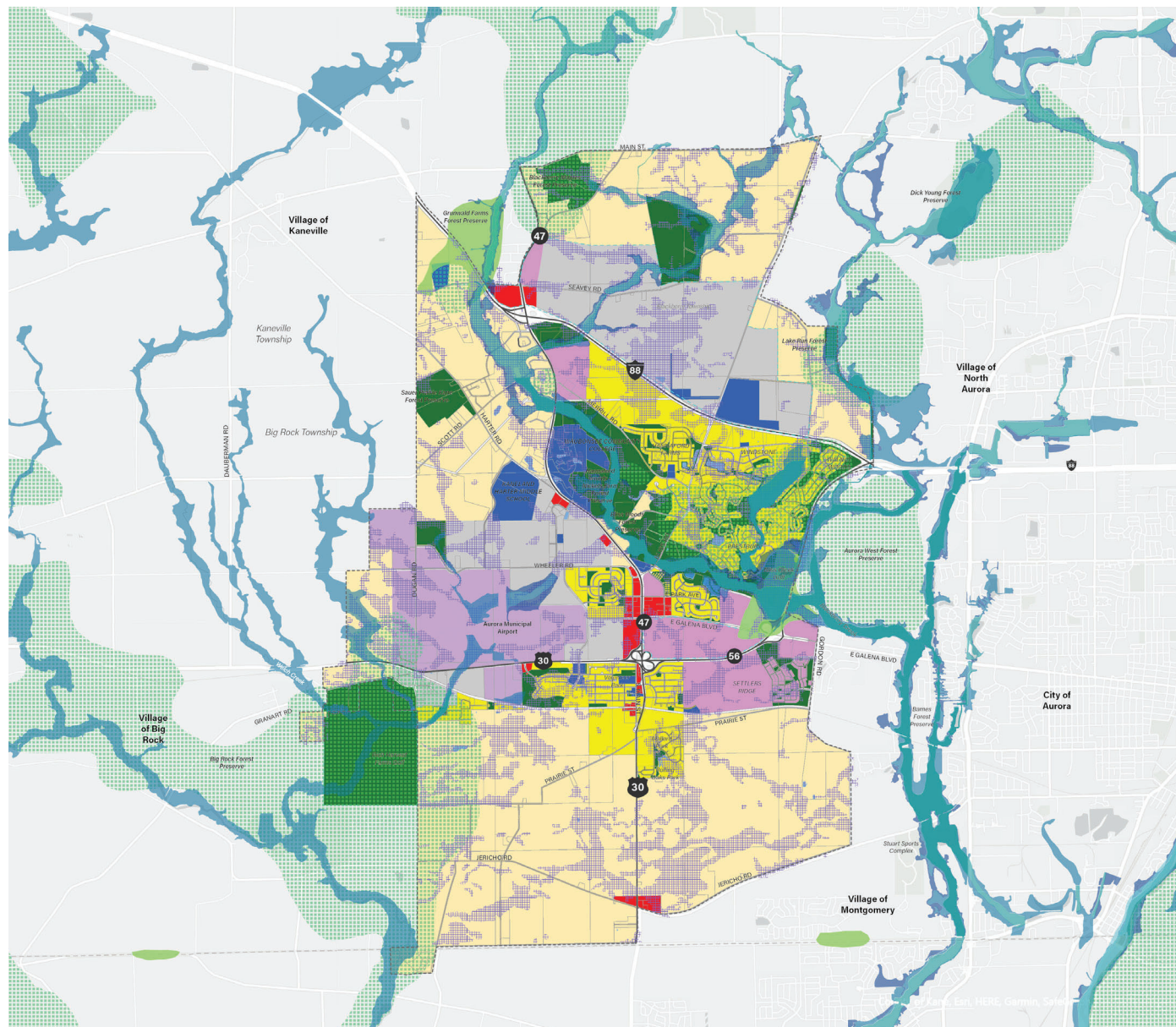
Its Village Clerk

EXHIBIT "A"
(Map of Elburn-Sugar Grove Jurisdictional Boundary Line)

EXHIBIT "B"

(Legal Description of Elburn-Sugar Grove Jurisdictional Boundary Line)

Figure 21: Future Land Use Map



Legend

- Growth Boundary
- City, County, and Township Roads
- US and State Roads
- - - Recommended for Annexation
- Parks and Open Space
- Public/Semi-Public
- Commercial
- Agriculture/Undeveloped
- Single Family Housing
- Business Park
- Airport
- Residential Flex

Green Network Components*

- Oak Forest
- Wet Prairies
- Hydrology
- 100-Year Flood
- 500-Year Flood
- Hydric Soils

*Green Network Components to provide ecosystem services: Water Flow Regulation/Flood Control, Water Purification, Ground water Recharge and Carbon Storage

See FLU definitions for further information including criteria for Village Center development.



