



BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: SCOTT KOEPEL, VILLAGE ADMINISTRATOR
Choose an item.

SUBJECT: RESOLUTION: AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR A BOUNDARY AGREEMENT WITH ELBURN

AGENDA: 3/3/2026

DATE: 2/24/2026

ISSUE

Shall the Village Board approve a resolution authorizing an Intergovernmental Agreement (IGA) with the Village of Elburn for a boundary agreement?

DISCUSSION

On September 16, 2025, the Village Board discussed a potential boundary agreement with the Village of Elburn. The consensus was to remove the unincorporated neighborhoods south of Main St and west of IL-47. The Village of Elburn agreed to this update. Staff worked with the Village Attorney to revise the IGA. Once the IGA was revised staff consulted with EEI to draft the map and legal description exhibits.

On Tuesday October 14, 2025, Community Development Director Marion emailed the Village Board all the existing boundary agreements. Once this agreement is approved the Village will have an approved boundary agreement with all neighboring municipalities.

COST

Legal cost to draft the agreement and the consulting services from EEI. Elburn and Sugar Grove will split the costs from EEI.

ATTACHMENTS

- Resolution Authorizing the Village President to sign the IGA with Elburn
- The intergovernmental agreement with Elburn

RECOMMENDATION

The Village Board approve the attached resolution and IGA.



VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

RESOLUTION NO. 2026 03 03 AD1

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELBURN AND THE VILLAGE OF SUGAR GROVE ESTABLISHING A JURISDICTIONAL BOUNDARY LINE

WHEREAS, the Village of Elburn and the Village of Sugar Grove desire to formally establish a clear jurisdictional boundary line between the two municipalities; and

WHEREAS, the unincorporated territory at issue lies between the boundaries of both municipalities, and each municipality has adopted an Official Comprehensive Plan to guide land use and development; and

WHEREAS, establishing a jurisdictional boundary agreement serves to minimize intergovernmental conflict, guide orderly development, enhance long-range planning consistency, and clarify responsibilities for future land-use decisions.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

The Village President is hereby authorized to sign the attached Intergovernmental Agreement (IGA).

PASSED AND APPROVED by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this **3rd** day of **March 2026**.

Sue Stillwell, Village President

Madeline Dossett, Deputy Village Clerk

BOARD VOTE:

	Aye	Nay	Absent	Abstain	Recuse
Trustee Heidi Lendi	_____	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____	_____
Trustee Anthony Speciale	_____	_____	_____	_____	_____

Trustee Nora London

Trustee Michael Roskopf

**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 2026, 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. The map and legal descriptions set forth in Exhibits A and B shall control, but the area bounded by Interstate 88 to the west, Illinois Route 47 to the East and Main Street to the North shall not be included in this Boundary Agreement.
4. 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.

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 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.

8. 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.

9. 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.

10. 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,

VILLAGE OF SUGAR GROVE,
an Illinois Municipal Corporation,

By: _____
Its President

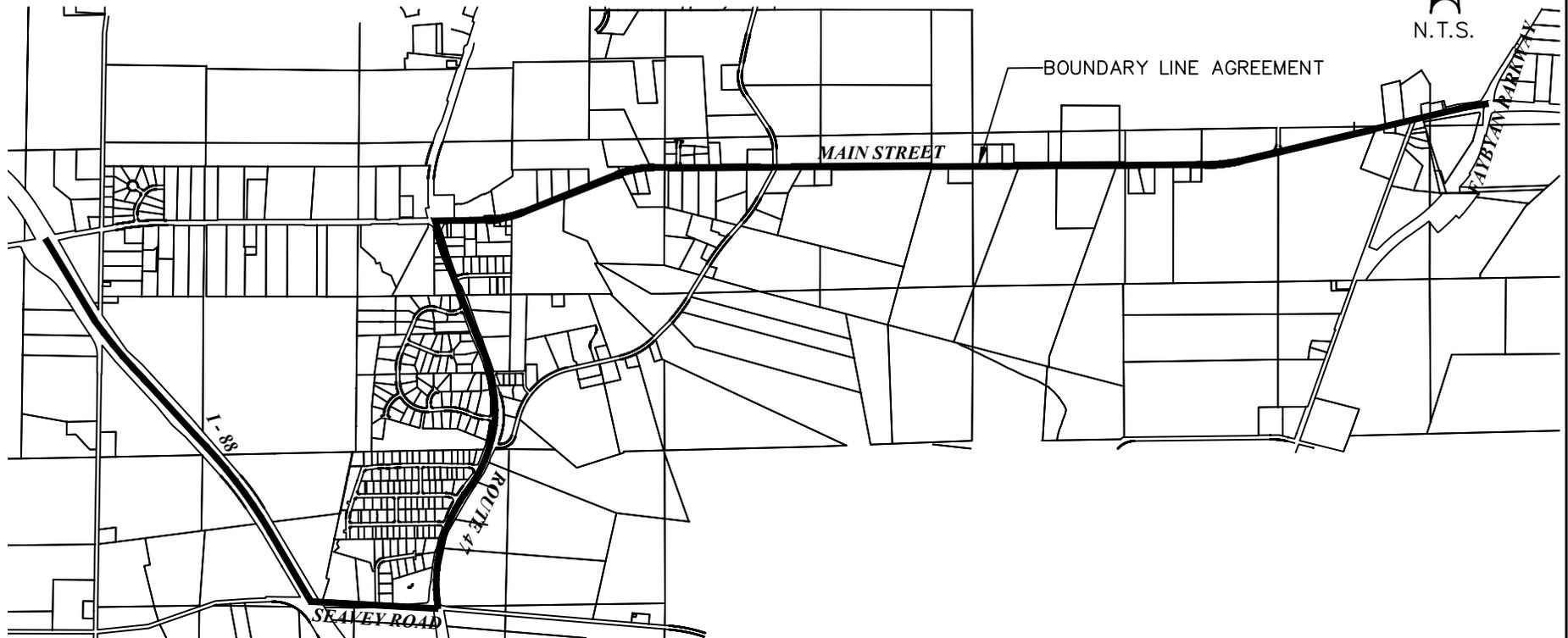
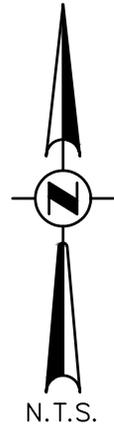
By: _____
Its President

Attest:
By: _____ Its
Village Clerk

Attest:
By: _____
Its Village Clerk

EXHIBIT A

A BOUNDARY LINE AGREEMENT COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF FABYAN PARKWAY AND MAIN STREET; THENCE WESTERLY ALONG THE CENTERLINE OF SAID MAIN STREET TO THE CENTERLINE OF ROUTE 47; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID ROUTE 47 TO THE CENTERLINE OF SEAVEY ROAD; THENCE WESTERLY ALONG THE CENTERLINE OF SAID SEAVEY ROAD TO THE CENTERLINE OF INTERSTATE 88; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID INTERSTATE 88 TO THE CENTERLINE OF MAIN STREET. ALL IN KANE COUNTY, ILLINOIS.



Engineering Enterprises, Inc.

CONSULTING ENGINEERS

52 Wheeler Road
Sugar Grove, Illinois 60554
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PROJECT NO: SG2603
FILE NO: SG2603 EXHIBIT A

EXHIBIT B

A BOUNDARY LINE AGREEMENT COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF FABYAN PARKWAY AND MAIN STREET; THENCE WESTERLY ALONG THE CENTERLINE OF SAID MAIN STREET TO THE CENTERLINE OF ROUTE 47; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID ROUTE 47 TO THE CENTERLINE OF SEAVEY ROAD; THENCE WESTERLY ALONG THE CENTERLINE OF SAID SEAVEY ROAD TO THE CENTERLINE OF INTERSTATE 88; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID INTERSTATE 88 TO THE CENTERLINE OF MAIN STREET. ALL IN KANE COUNTY, ILLINOIS.