

VILLAGE OF LILY LAKE

ORDINANCE NO. 2023-08

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
JURISDICTIONAL BOUNDARY AGREEMENT BETWEEN THE
VILLAGE OF LILY LAKE AND THE VILLAGE OF ELBURN**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF LILY LAKE**

October 23, 2023

**Published in pamphlet form by authority of the President and Board of Trustees of
the Village of Lily Lake, Kane County, Illinois**

October 23, 2023

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A
JURISDICTIONAL BOUNDARY AGREEMENT BETWEEN THE
VILLAGE OF LILY LAKE AND THE VILLAGE OF ELBURN

§ 1. Recitals

(a) The Village of Lily Lake and the Village of Elburn under §11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9 (1991)), each of them having adopted an official comprehensive plan, are authorized to enter into a jurisdictional boundary agreement under which the corporate authorities of each municipality may agree upon a line which shall mark the boundaries of their respective planning jurisdictions.

(b) The President and Board of Trustees of the Village of Lily Lake have determined that such an agreement with the Village of Elburn is in the best interests of the Village of Lily Lake.

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

§ 2. Agreement authorized

The President and Clerk are hereby authorized to execute that certain Intergovernmental Agreement Between the Village of Elburn and the Village of Lily Lake Establishing a Jurisdictional Boundary Line Agreement dated as of October 23, 2023, a copy of which is on file in the Clerk's office.

§ 3. Recording

Upon execution of the agreement by all parties, the Clerk shall file three certified copies of this ordinance and the agreement with the Kane County recorder's office.

§ 4. Term

This ordinance and the agreement will be valid for a term of 20 years from the date hereof.

§ 5. Repealer

Any ordinance or any provision of any ordinance in conflict with the provisions of this ordinance is, to the extent of the conflict, repealed.

§ 6. Effective Date

This ordinance will be in full force and effect from and after its passage, approval and publication as provided by law. The agreement so authorized will be effective upon its recording as provided herein.

Adopted by roll call vote on October 23, 2023:

[Signature page follows.]

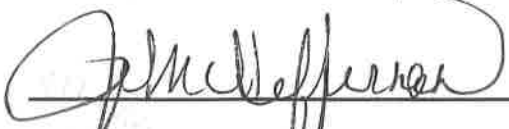
Trustee	Yes	No	Absent	Abstain
Anderson	✓			
Butler	✓			
Conn	✓			
Dell	✓			
Ormond	✓			
Parry	✓			
Diehl				
Totals	6	0	0	0

Approved October 23, 2023.



Kelly Diehl, Village President

Attested, filed in my office, and published in pamphlet form on October 23, 2023.



Jesse Heffernen, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ELBURN AND THE VILLAGE OF LILY LAKE
ESTABLISHING A JURISDICTIONAL BOUNDARY LINE**

THIS AGREEMENT is made this 23 day of October, 2023, by and between the VILLAGE OF ELBURN, an Illinois Municipal Corporation located in the County of Kane, Illinois (hereinafter "Elburn"), and the VILLAGE OF LILY LAKE, an Illinois Municipal Corporation located in the County of Kane, Illinois (hereinafter "Lily Lake").

WHEREAS, the portion of unincorporated Kane County lying generally between Elburn and Lily Lake 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 Lily Lake; and

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

WHEREAS, Elburn and Lily Lake have each adopted Official Comprehensive Plans; and

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

WHEREAS, Elburn and Lily Lake recognize that development of the land in the unincorporated territory creates problems concerning open space preservation, flood control, population density, and ecological and economic impacts; and

WHEREAS, Elburn and Lily Lake 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 Lily Lake, 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 Lily Lake 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, Elburn and Lily Lake 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 Lily Lake 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 Lily Lake 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 Lily Lake have 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 Lily Lake 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 Lily Lake 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 southerly and westerly of the above-described boundary line, and Lily Lake shall have jurisdiction with respect to property lying northerly and easterly of the above-described boundary line. **If either party desires to annex property west of Francis Road, Elburn and Lily Lake will meet to discuss amending the agreement.** 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. 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.

6. 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 by amendment to this Agreement, from time to time. All modifications to this Agreement must be in writing and must be signed by each party.

7. This Agreement shall be construed in accordance with the laws of the State of Illinois and such agreement shall not become effective until copies thereof, certified as to adoption by the municipal clerks of the respective municipalities, have been filed in the Recorder's Office and made available in the office of the municipal clerk of each agreeing municipality."

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 LILY LAKE,
an Illinois Municipal Corporation,

By: 
Its President

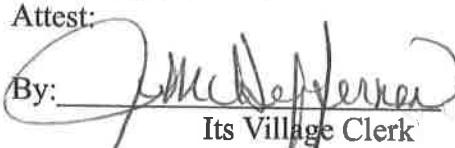
Attest:
By: 
Its Village Clerk

EXHIBIT "A"
(Map of Elburn-Lily Lake Jurisdictional Boundary Line)

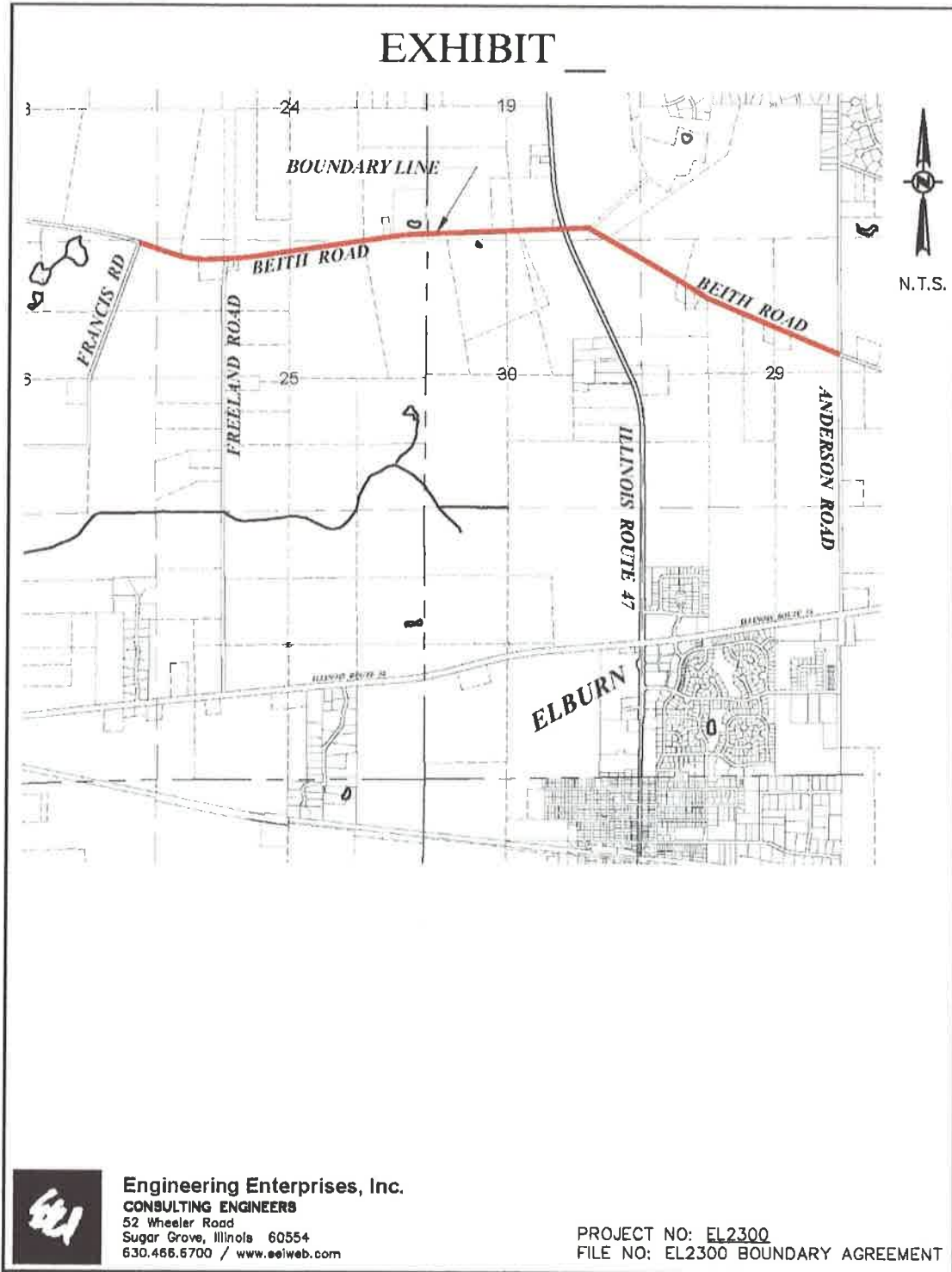


EXHIBIT "B"

(Legal Description of Elburn-Lily Lake Jurisdictional Boundary Line)

A LINE IN PART OF SECTIONS 24, 25 AND 26 IN TOWNSHIP 40 NORTH, RANGE 6 EAST, AND IN PART OF SECTIONS 19, 29 AND 30 IN TOWNSHIP 40 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING IN SAID SECTION 26 AT THE INTERSECTION OF THE CENTERLINE OF BEITH ROAD WITH THE CENTERLINE OF FRANCIS ROAD; THENCE EASTERLY, ALONG THE CENTERLINE OF SAID BEITH ROAD, TO THE CENTERLINE OF ANDERSON ROAD FOR THE POINT OF TERMINUS.