



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Motion to approve an Ordinance Authorizing the Execution of a Boundary Agreement Between The City of Geneva, Kane County, Illinois, and the City of St. Charles, Kane and DuPage Counties, Illinois
Presenter(s):	Russell Colby

Please check appropriate box:

<input type="checkbox"/> Government Operations	<input type="checkbox"/> Government Services
<input type="checkbox"/> Planning & Development	<input checked="" type="checkbox"/> City Council (2/2/15)

Estimated Cost:	N/A	Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

On 11/10/14, the Planning & Development Committee recommended approval of renewing the City's Boundary Agreement with the City of Geneva that is set to expire in July 2015.

The boundary line follows the entire length of the St. Charles/Geneva Township line, with the exception of the Kane County Judicial Center property located south of Route 38, which is located on the Geneva side of the boundary line. The Judicial Center is currently unincorporated.

A question was asked regarding the Judicial Center property and whether the site could be moved to the St. Charles side of the boundary line. Staff researched this further and found:

- State Statute does not provide clear direction as to whether the main county courthouse is required to be located within the municipal boundaries of the designated county seat (Geneva). Correspondence from the original 1995 agreement indicates an understanding that the main courthouse could only be annexed into Geneva. See the attached Memo from the City Attorney.
- St. Charles staff inquired with Geneva staff as to whether they would support moving the Judicial Center property to the St. Charles side. Geneva staff stated they did not support this change.

Additionally, a request was made by the Geneva City Council Committee to verify that the boundary line accurately follows the corporate limits at a residential lot located along Rt. 31 that straddles the township line. Both staffs confirmed the corporate limits follow the township line in this location and no revision to the boundary line is needed.

The Geneva City Council is set to take action on the agreement tonight as well.

Attachments: *(please list)*

An Ordinance Authorizing the Execution of a Boundary Agreement Between The City of Geneva, Kane County, Illinois, and the City of St. Charles, Kane and DuPage Counties, Illinois

Recommendation / Suggested Action *(briefly explain):*

Approve the ordinance as presented.

For office use only:	Agenda Item Number: <i>JIC 1</i>
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Memo

Hoscheit, McGuirk, McCracken & Cuscaden, P.C.

From: John M. McGuirk
To: Mark Koenen
Date: December 11, 2014
RE: County Courthouse Location

Mark-

As we have discussed on several occasions, I researched the issue of whether or not the County Courthouse is required by statute to be located in the county seat. Geneva was designated the county seat in 1836 and there is reference in the 1870 Illinois Constitutional Convention's transcript regarding making the Geneva the site of the courthouse because it is the county seat. However, I was unable to find any statutory authority for the proposition that the main county courthouse is required to be located in the county seat.

Traditionally, the county seat is considered the seat of government and the county courthouse is located in the county seat. The County Board can re-designate the location of the county courthouse if it so desires. In looking at some of the materials that you provided relative to discussions between Mayor Norris and Mayor Otilie about the prior boundary agreement, there appears to be reference to an understanding that Geneva would always maintain the main courthouse within its boundaries. In a letter dated April 28, 1995 from Mayor Norris to Mayor Otilie of Geneva, reference is made to the location of the Kane County Courthouse as follows:

"As we learned during the introduction of this Kane County facility, it can be in an unincorporated area or can only be annexed to the host community of the county seat".

While I have not found statutory authority for this statement in Mayor Norris' letter, it seems that those discussing the location have always assumed that the community of the county seat is the appropriate location of the main courthouse. There may be other correspondence dating back to the original boundary agreement relating to the courthouse location. It would only come into play if the main courthouse in Geneva was abandoned and the county decided to use the Judicial Center as its main courthouse. All of the expansion of the court facilities have occurred at the Judicial Center and it would seem likely that at some point in the future all of the operations of the courts will be located there.

City of St. Charles
Ordinance No. 2015-M-_____

**An Ordinance Authorizing the Execution of a Boundary Agreement
Between The City of Geneva, Kane County, Illinois, and the City of St.
Charles, Kane and DuPage Counties, Illinois**

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*), authorizes corporate authorities of municipalities to agree upon boundaries for the exercise of their respective jurisdictions within unincorporated territory that lies within one and one-half miles of the boundaries of such municipalities; and,

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, 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 City of St. Charles and the City of Geneva have negotiated the terms of a Boundary Agreement Between The City of Geneva, Kane County, Illinois, and the City of St. Charles, Kane and DuPage Counties, Illinois (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and is, by this reference, incorporated herein; and,

WHEREAS, the City of St. Charles desires to enter into said Agreement as an exercise of its intergovernmental cooperation authority under the Constitution and Statutes of Illinois, and its authority to enter into jurisdictional boundary agreements pursuant to Section 11-12-9 of the Illinois Municipal Code; and,

WHEREAS, all public notices required by law to be given have been given.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

1. That the recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Ordinance.
2. That the Mayor and City Clerk be and the same are hereby authorized and directed to execute the Agreement, a copy of which has previously been incorporated herein as Exhibit "A".

3. A certified copy of this Ordinance, along with a certified copy of said Agreement, shall be recorded with the Kane County Recorder of Deeds and shall be made available in the office of the City Clerk.

4. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

5. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois this 2nd day of February 2015.

PASSED by the City Council of the City of St. Charles, Illinois, this 2nd day of February 2015.

APPROVED by the Mayor of the City of St. Charles, Illinois, this 2nd day of February 2015.

Raymond P. Rogina, Mayor

ATEST:

Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

EXHIBIT "A"

Boundary Agreement Between The City of Geneva, Kane County, Illinois, and the City
of St. Charles, Kane and DuPage Counties, Illinois

BOUNDARY AGREEMENT BETWEEN THE CITY
OF GENEVA, KANE COUNTY, ILLINOIS, AND
THE CITY OF ST. CHARLES, KANE AND
DU PAGE COUNTIES, ILLINOIS

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) provides that, "If unincorporated territory is within one and one-half miles of the boundaries of two or more corporate authorities that have adopted official plans, the corporate authorities involved may agree upon a line which shall mark the boundaries of the jurisdiction of each of the corporate authorities who have adopted such agreement. (S)uch agreement may provide that one or more of the municipalities shall not annex territory which lies within the jurisdiction of any other municipality, as established by such line;" and

WHEREAS, there exists unincorporated territory within one and one-half miles of the boundaries of the City of Geneva, Kane County, Illinois, hereinafter referred to as "Geneva", and the City of St. Charles, Kane and DuPage Counties, Illinois, hereinafter referred to as "St. Charles"; and

WHEREAS, Geneva and St. Charles have previously entered into a Boundary Agreement pursuant to the applicable provisions of the Illinois Municipal Code on July 6, 1995 and each party desires to renew and extend the terms of a boundary agreement for an additional twenty (20) years: and

WHEREAS, Geneva adopted an amended official plan, as revised in November, 2013; and

WHEREAS, St. Charles adopted an official plan, as revised on September 3, 2013; and

WHEREAS, the corporate authorities of Geneva and St. Charles desire to agree upon a line which shall mark the boundaries of their respective jurisdictions in order to enable each municipality to plan the orderly growth and development of their communities to the benefit of

their respective citizens; and

WHEREAS, Geneva and St. Charles are, "units of local government", as defined by Article VII, Section I, of the Constitution of the State of Illinois; and

WHEREAS, Geneva and St. Charles and their respective citizens will benefit by mutual action and intergovernmental cooperation with respect to planning for and providing municipal services within the Subject Area; and

WHEREAS, Geneva and St. Charles have entered into an Intergovernmental Agreement with respect to sanitary sewer service dated November 3, 1986 (recorded as Document No. 1830291), which Agreement was amended April 4, 1988 (recorded as Document No. 1912519) and June 4, 1990 (recorded as Document No. 90K47523); and

WHEREAS, Geneva and St. Charles contemplate that from time to time, certain developments proposed to be constructed within their corporate boundaries may require public utility services (water or sanitary sewer) from the other community as a result of topographic, engineering or economic hardships; and

WHEREAS, Geneva and St. Charles agree that each will cooperate with the other to serve such customers provided that such services do not adversely affect the community's ability to serve its present or future customers.

WHEREAS, the corporate authorities of Geneva and St. Charles have given consideration to the natural flow of storm water drainage, and when practical have included all of any single tract having common ownership within the jurisdiction of one corporate authority or the other as the case may be.

NOW, THEREFORE, in consideration of mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, IT IS HEREBY AGREED between Geneva and St. Charles as follows:

1. The boundary line between Geneva and St. Charles, for zoning and

subdivision control purposes, shall be as legally described in Exhibit "A", attached hereto and made a part hereof (the "Boundary Line"). The Boundary Line is depicted on the map which is attached hereto as Exhibit "B" and made a part hereof.

2. Geneva hereby agrees that it will not act to annex or exercise any zoning authority or subdivision control authority north of the Boundary Line, except as specified herein or upon subsequent joint written agreement, duly authorized by the corporate authorities of the parties.

3. St. Charles hereby agrees that it will not act to annex or exercise any zoning authority or subdivision control authority south of the Boundary Line, except as specified herein or upon subsequent joint written agreement, duly authorized by the corporate authorities of the parties.

4. Nothing herein shall be construed so as to limit the right of either Geneva or St. Charles to object to any proposed rezoning within one and one half miles of their respective corporate limits.

5. Geneva agrees that it will actively oppose any attempt to effect involuntary annexation of property north of the Boundary Line to Geneva.

6. St. Charles agrees that it will actively oppose any attempt to effect involuntary annexation of property south of the Boundary Line to St. Charles.

7. Geneva and St. Charles agree that each will continue to cooperate with the other to provide water or sanitary sewer services to the other community at locations in which it is topographically or economically infeasible to extend those utility services within the requesting community's boundaries, provided that neither party is obligated to seek modification of its Facility Planning Area (FPA). In no event, however, shall either City be obligated to serve any customers lying outside of its corporate boundaries or Facility Planning Area (FPA), unless its corporate authorities, at their sole discretion, enter into a separate intergovernmental agreement authorizing such services.

8. Geneva and St. Charles agree that whenever an annexation agreement authorized under Section 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1) requires the

construction of any roadway, or the installation of any traffic signal or other traffic-related improvement upon a common boundary line, and such improvement may be used for the benefit of property located in the other City, the other City shall, to the extent permitted by law, require the benefitted property to reimburse the party who installed the roadway or improvements a reasonable and pro-rata share of the costs of such roadway or improvements.

9. Geneva and St. Charles agree that each City is committed to protect the land, air, water, natural resources and environment within their respective jurisdictions. The parties acknowledge that such commitment is particularly important for the undeveloped areas lying west of Peck Road. To the extent permitted by law, including the provisions of the Local Land Resources Management Planning Act [50 ILCS 805/1, et seq. (2012)], the parties shall endeavor to establish compatible land resource management plans, jointly or severally, for the objectives set forth in Section 4 of said Act.

10. If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are severable.

11. Each party acknowledges that prior to the execution of this Agreement, public notice of the proposed boundary agreement has been (1) posted for not less than 15 consecutive days in the same location at which notices of city council meetings are posted and (2) published on at least one (1) occasion in a newspaper of general circulation within the territory that is subject to the proposed agreement.

12. This Agreement shall not become effective until a copy thereof, certified as to adoption by the City Clerk of Geneva and the City Clerk of St. Charles, has been filed in the Recorder's Office of Kane County.

13. This Agreement shall be valid for a term of twenty (20) years. The term may be extended, renewed or revised at the end of such twenty (20) year period by further agreement of Geneva and St. Charles.

IN WITNESS WHEREOF, the parties have hereunto executed the same as of this ____
day of _____, 2014.

CITY OF GENEVA,

BY: _____
Mayor

ATTEST:

City Clerk

CITY OF ST. CHARLES,

BY: _____
Mayor

ATTEST:

City Clerk

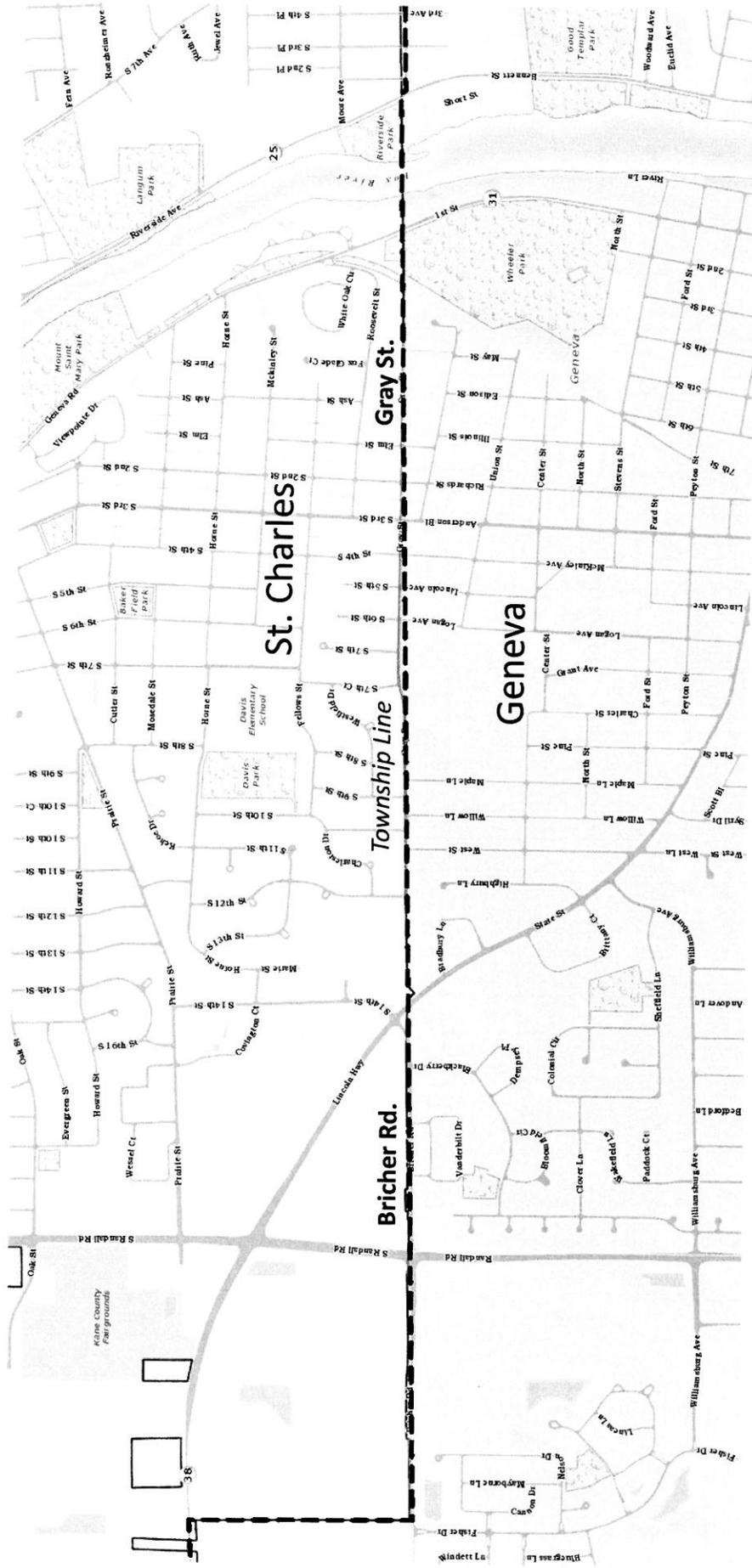
THIS INSTRUMENT PREPARED BY:

Charles A. Radovich
City Attorney - City of Geneva
312 West State Street
P.O. Box 464
Geneva, Illinois 60134-0464
Telephone: (630) 232-4515

EXHIBIT "A"

Beginning at the intersection of the West right-of-way line of Kautz Road and the Geneva/St. Charles Township boundary line, thence West along said Township boundary line to its intersection with the West right-of-way line of Kirk Road, thence continuing West along the centerline of Division Street to its intersection with Illinois State Route 25, thence West along the Geneva/St. Charles Township boundary line to the East line of the Kane County Judicial Center, thence North along said East line to its intersection with Illinois State Route 38, thence West along the centerline of Illinois State Route 38 to its intersection with Peck Road; thence South along the centerline of Peck Road to its intersection with the Geneva/St. Charles Township boundary line; thence West along said boundary line to its intersection with the East boundary line of Campton Township, all in Kane County, Illinois.

Geneva- St. Charles Boundary Line



Geneva- St. Charles Boundary Line

