

# Memo

**To:** President McLaughlin  
**From:** Robert Kosin  
**cc:** Board of Trustees  
**Date:** March 17, 2017  
**Re:** South Barrington IGA Update

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A review of the South Barrington Intergovernmental Agreement has been ongoing since first discussed with the Board of Trustees in October, 2016.

Two items of note among the staff was the absence of a process whereby both Village Presidents may address items between themselves of mutual concern pursuant to the Agreement and in any subsequent action seek the concurrent of their Boards.

The other item is that since the original agreement in 1978 Illinois has adopted the storm water management statute (55 ILCS 5/5-1062) and pursuant to those standard each Village has adopted consistent release rates for the storm water. This release rate may be added as a condition in the Agreement.

With such proposed changes and the extension of the agreement for another twenty years, a resolution has been prepared for a signed IGA to be presented for their concurrence by South Barrington.

By way of reference Agreements such as this are permitted by the State Constitution, Article 7 and its terms are permitted as well by the authority of a Home Rule municipality which is the case for both Barrington Hills and South Barrington.

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND  
RESTATED JURISDICTIONAL BOUNDARY AGREEMENT WITH  
THE VILLAGE OF SOUTH BARRINGTON**

**WHEREAS**, the Village of Barrington Hills ("Village") and the Village of South Barrington, ("South Barrington") are currently parties to a Jurisdictional Boundary Agreement dated as of June 29, 2000 ("Original Agreement") and are desirous of entering into an Amended and Restated Jurisdictional Boundary Agreement ("Agreement") to reflect the adoption of statutorily deified storm water release rates; and

**WHEREAS**, the Village and South Barrington are authorized to enter into the Agreement pursuant to 65 ILCS 5/11-12-9, and by the power granted to them by Article VII, Sections 6 and 10 of the Constitution of the State of Illinois, 1970; and

**WHEREAS**, there has been the presentation and examination of the Agreement between the Village and South Barrington to the Village Board of Trustees on March 21, 2017, as well as discussions precedent such presentations with the respective Village Administrators.

**NOW, THEREFORE BE IT RESOLVED**, by the President and the Board of Trustees of the Village of Barrington Hills, Cook, Kane, Lake, and McHenry Counties, Illinois, as a home rule municipality the following:

Section One: The Village President is hereby authorized to execute the Agreement, substantially on the terms set forth in the copy attached hereto and made a part hereof as Exhibit A with such modifications as may be deemed necessary or desirable by the Village President and the Village Attorney.

Section Two: If any part or provision of this Resolution shall be held or deemed to be invalid, such invalidity shall not have the effect of rendering another part or provision of this Resolution invalid.

Section Three: This Resolution shall be in full force and affect from and after its passage and approval as provided by law.

Ayes:            Nays:            Absent:

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 21<sup>st</sup> day of March, 2017.

APPROVED:

ATTEST:

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

**AMENDED AND RESTATED JURISDICTIONAL BOUNDARY AGREEMENT  
BETWEEN THE VILLAGES OF SOUTH BARRINGTON AND BARRINGTON HILLS**

**THIS JURISDICTIONAL BOUNDARY AGREEMENT** ("Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Village of South Barrington, a municipal corporation of Cook County, Illinois ("South Barrington") and the Village of Barrington Hills, Cook, Lake, McHenry and Kane Counties, Illinois ("Barrington Hills");

**WITNESSETH:**

**WHEREAS**, there is unincorporated territory in Cook County lying between the municipal boundaries of South Barrington and Barrington Hills ("Villages"); and

**WHEREAS**, the Villages each have duly authorized Plan Commissions, created pursuant to the Illinois Municipal Code 65 ILCS 5/11-12-5 including the adoption of official plans and subdivision regulations; and

**WHEREAS**, the Villages desires to agree upon a line which shall mark the boundary of the jurisdiction of their respective Plan Commissions and municipal authorities pursuant to 65 ILCS 5/11-12-9 of the Illinois Municipal Code, and as well as authorizing the Villages as Home Rule units of local government within the powers granted by Article VII Sections 6 and 10 of the Constitution of the State of Illinois, 1970; and

**WHEREAS**, the municipal authorities of the Villages have given consideration to the natural flow of storm water drainage in the preparation of this Agreement;

**NOW, THEREFORE**, upon the consideration of the mutual promises herein, it is hereby mutually agreed as follows:

1. The Villages agree that in the unincorporated area lying between said two municipalities, the jurisdictional boundary line ("Boundary Line") for municipal government planning, subdivision control, official map, ordinances, and other municipal purposes shall be as follows:

The centerline of State Route 59 commencing at its intersection with Bartlett Road to the North and State Route 72 to the South all as more particularly shown as Exhibit A attached hereto and made a part hereof.

2. With respect to the territory lying West of the aforesaid Boundary Line, South Barrington agrees, and with respect to the territory lying East of the aforesaid line Barrington Hills agrees, that it shall not annex any unincorporated territory, but for territory which may be subsequently disconnected from Barrington Hills or South Barrington, respectively, nor shall it exercise or

attempt to exercise or enforce any subdivision control, official map or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.

3. The Villages shall only upon mutual consent and agreement to the expansion of the Municipal Facilities Planning Area to any area West of the aforesaid Boundary Line as well as to the extension of any sanitary sewer or water lines serving any part thereof West of the aforesaid Boundary Line.
4. The natural flow of storm water drainage across the Boundary Line whether east to west or some other direction, shall be at a rate consistent with that as found in Exhibit B attached hereto and made a part hereof.
5. Each municipality shall oppose any attempt to effectuate an annexation to itself which would have the effect of changing the Boundary Line established under this Agreement.
6. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file with the County of Cook a statutory objection to proposed zonings applications within one and one-half (1-1/2) miles of its corporate limits.
7. In event that either Village President believes that there is a matter of mutual interest; the President may advise the other and undertake such actions in unison or independently as necessary for the interest of their respective municipality.
8. This Agreement shall be binding upon, and shall apply only to relations between the Villages. Nothing herein shall be used or construed to affect, support, bind or invalidate the boundary claims of either South Barrington or Barrington Hills insofar as such claims shall affect any municipality which is not a party to this Agreement.
9. Neither South Barrington nor Barrington Hills shall either directly or indirectly seek any modification of this Agreement through court action and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities.
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 to be severable.

11. This Agreement shall be in full force and effect for a period of 20 years from the date hereof and for such further and additional time as the parties hereto may hereafter agree by amendment to this Agreement.
  
12. This Agreement amends and restates in its entirety that certain Jurisdictional Boundary Agreement dated June 29, 2000 between the Villages, and the provisions hereof shall supersede all of the provisions thereof.
  
13. Upon execution of this Agreement by the municipal authorities of South Barrington and Barrington Hills, the Village Clerks of the respective municipalities shall each affix her certification of the adoption of this Agreement to one copy of the Agreement, and cause the same to be filed in the office of the Recorder of Deeds of Cook County; and each municipality will pay one-half of the recording charges.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective Village Presidents, attested by their respective Village Clerks, and their corporate seals hereunto affixed, as of the day and year first above written.

APPROVED:

ATTEST:

SEAL

\_\_\_\_\_  
 Village President  
 South Barrington

\_\_\_\_\_  
 Village Clerk  
 South Barrington

APPROVED:

ATTEST:

SEAL

\_\_\_\_\_  
 Village President  
 Barrington Hills

\_\_\_\_\_  
 Village Clerk  
 Barrington Hills

## **JURISDICTIONAL BOUNDARY LINE**

## **STORM WATER RELEASE RATES**

### **Lake County WDO Section 502.01**

Unless otherwise specified in Appendix J: Watershed Specific Release Rates, an SMC-adopted basin plan or floodplain study, the detention volume required shall be calculated using a rating curve based on maximum release rates of 0.04 cubic feet per second per acre for the 2-year, 24-hour storm event and 0.15 cubic feet per second per acre for the 100-year, 24-hour storm event. The release rate requirement shall apply to the hydrologically disturbed area of the ownership parcel unless the Enforcement Officer determines that specific locations of the ownership parcel have unique circumstances such that the release rate shall apply to a broader or smaller area. The release rate requirements shall only apply to developments listed in 300.06 and 300.07.

### **Cook County WMO Section 504.3**

The allowable release rate for a development shall be determined at the time a complete Watershed Management Permit application is accepted by the District and shall be:

- A. 0.30 cfs/acre of development for the storm event having a one percent probability of being equaled or exceeded in a given year (100-year storm event) until April 30, 2019; and
- B. Based on a watershed specific release rate after and including May 1, 2019 as specified in Appendix B. The watershed specific release rate shall not be less than 0.15 cfs/acre of development