

**A RESOLUTION RENEWING A BOUNDARY AGREEMENT  
WITH THE VILLAGE OF ALGONQUIN**

**WHEREAS**, the Village of Barrington Hills (the “Village”) is a home-rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

**WHEREAS**, on January 22, 2001, the Village adopted Resolution 01-04, a “Resolution for Algonquin Boundary Agreement,” pursuant to the authority granted to the Village and the Village of Algonquin pursuant to the Illinois Municipal Code, 65 ILCS 5/11-12-9; and

**WHEREAS**, the Illinois Municipal Code authorizes execution of such an agreement for a period of twenty (20) years, and for an extension, renewal or revision at the end of the initial term; and

**WHEREAS**, the Boundary Agreement terminated in January 2021, and upon review of the Agreement authorized by adoption of Resolution 01-04, the Village and the Village of Algonquin have determined that it is in the best interests of both municipal entities to renew the terms of the Boundary Agreement as set forth in the Boundary Agreement attached hereto as Exhibit A for an additional period of twenty (20) years; and

**WHEREAS**, the requirements for adoption of the Renewal of the Boundary Agreement, as set forth in the Illinois Municipal Code, 65 ILCS 5/11-12-9, have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The Village President is hereby authorized to execute the Boundary Agreement as set forth in Exhibit A and the Village Clerk shall attest to such signature.

**SECTION THREE:** Upon full execution of the Boundary Agreement attached thereto, the Village Clerk shall affix her certification of the adoption of the Boundary Agreement, and, together with the Village Clerk of the Village of Algonquin shall cause the same to be filed in the Office of the Recorder of Deeds in Kane and McHenry Counties, with each Village paying one-half of the cost of recordation. The Village Clerk shall also make copies of the Renewal of the Agreement and Boundary Agreement attached thereto available in the office of the Village Clerk.

**SECTION FOUR:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes: 6 (Zubak, Jacobsen, Croll, Cecola, Konicek, McLaughlin)

Nays: 0


Absent: 1 (Buettner)

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 29<sup>th</sup> day of March, 2021.

APPROVED:

  
Village President

ATTEST:

  
Village Clerk

2021-R- 08

**Resolution for Algonquin / Barrington Hills Boundary Agreement**

WHEREAS, the Village of Algonquin (the "Village") and the Village of Barrington Hills, ("Barrington Hills") are desirous of entering into a Jurisdictional Boundary Agreement (the "Agreement"); and

WHEREAS, the Village and Barrington Hills 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, Section 10 of the Constitution of the State of Illinois, 1970; and

WHEREAS, there has been the presentation on February 9, 2021 and examination of the Agreement between the Village and Barrington Hills to the Village Board of Trustees, as well as discussions with the Village Attorney.

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

Section One: The Village President is hereby authorized to execute the Agreement on the terms set forth in the copy attached hereto and made a part hereof as Exhibit A.

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.

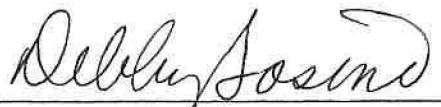
Section Three: This Resolution shall be in full force and affect from and after its passage and approval as provided by law.

APPROVED THIS 16th day of February, 2021.

seal

Attest:

  
\_\_\_\_\_  
Village Clerk, Margaret Auger

  
\_\_\_\_\_  
Acting Village President, Debby Sosine

## **JURISDICTIONAL BOUNDARY AGREEMENT**

THIS JURISDICTIONAL BOUNDARY AGREEMENT (this "Agreement") is made and entered into this 19th day of March, 2021, by and between the Village of Algonquin, a municipal corporation of Kane and McHenry Counties, Illinois (hereinafter called "Algonquin") and the Village of Barrington Hills, a municipal corporation of Cook, Lake, McHenry and Kane Counties, Illinois (hereinafter called "Barrington Hills").

### WITNESSETH

WHEREAS, there is unincorporated territory in Kane and McHenry Counties lying between the village boundaries of Algonquin and Barrington Hills; and

WHEREAS, Barrington Hills is a home-rule municipality pursuant to Article VII of the Constitution of the State of Illinois, 1970; and

WHEREAS, Algonquin and Barrington Hills each have duly authorized Plan Commissions, created pursuant to 65 ILCS 5/11-12-4 (the Illinois Municipal Code) and have adopted official plans pursuant thereto, including subdivision regulations; and

WHEREAS, Algonquin and Barrington Hills desire to agree upon a line which shall mark the boundary of the jurisdiction of their respective Plan Commissions and corporate authorities pursuant to the authority granted in 65 ILCS 5/11-12-9 of the Illinois Municipal Code, and as authorized to said villages as units of local government within the powers granted by Article VII, Section 10 of the Constitution of the State of Illinois, 1970; and

WHEREAS, the corporate authorities of Algonquin and Barrington Hills have given consideration to the natural flow of storm water drainage and to all tracts of land in single ownership;

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

1. Algonquin and Barrington Hills agree that in the unincorporated area lying between said two municipalities, the jurisdictional boundary line for municipal government planning, subdivision control, official map, ordinances, and other municipal purposes shall be as described on Exhibit A attached hereto and made a part of hereof (the "Boundary Line").
2. With respect to the territory lying East of the Boundary Line, Algonquin agrees, and with respect to the territory lying West of the Boundary Line, Barrington Hills agrees, that it shall not annex any unincorporated territory, or any territory which may be subsequently disconnected from either of Barrington Hills or Algonquin, 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. In addition, Algonquin shall not consent or agree to the expansion of its Facilities Planning Area to any area East of the aforesaid line and shall not permit, allow or consent to the extension of any sanitary sewer or water lines serving Algonquin or any part thereof East of the aforesaid line.
3. Each of Algonquin and Barrington Hills shall oppose any attempt to effectuate an annexation to itself which would have the effect of changing the boundaries established under this Agreement.

4. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file with the Counties of Kane and McHenry a statutory objection to proposed rezonings within one and one-half (1-1/2) miles of its corporate limits.
5. On or before the second (2nd) anniversary of the date of this Agreement, Barrington Hills, at its sole cost and expense, shall remove the existing traffic control device west of the intersection of Spring Creek Road at Haegar's Bend Road (the "Intersection") consisting of a gate (the "Gate") and neither another gate nor any other devices preventing traffic from traveling east on Spring Creek Road, except as described on Exhibit B attached hereto, shall be installed during the term of this Agreement. Prior to the removal of the Gate, Barrington Hills shall cause the Intersection to be improved in accordance with the plans described on Exhibit B attached hereto and made a part hereof (the "Intersection Improvements"). Algonquin shall cooperate with Barrington Hills in the installation of the Intersection Improvements, including, without limitation, the condemnation of required right-of-way and the issuance of permits and approvals. The cost of the Intersection Improvements (including any condemnation award or acquisition costs) shall be paid 0% by Algonquin and 100% by Barrington Hills.
6. This Agreement shall be binding upon, and shall apply only to relations between Algonquin and Barrington Hills. Nothing herein shall be used or construed to affect, support, bind or invalidate the boundary claims of either Algonquin and Barrington Hills insofar as such claims shall affect any municipality which is not a party to this Agreement.
7. Neither Algonquin 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.
8. 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.
9. This Agreement shall be in full force and effect for a period of twenty (20) years from the date of its execution and any additional periods in accordance with the Illinois Compiled Statutes.
10. Upon execution of this Agreement by the corporate authorities of Algonquin and Barrington Hills, the Village Clerks of the respective municipalities shall each affix his 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 Counties each of Kane and McHenry

Counties; and each municipality will pay one-half of the recording charges. Each of Algonquin and Barrington Hills shall make copies of this Agreement available in the office of the Village Clerk of the respective municipality.

11. Miscellaneous:

- (i) Any action to enforce the terms of this Agreement shall be brought in McHenry County. The prevailing party shall be entitled, as part of any judgment, to all reasonable attorneys' fees and costs incurred by it in enforcing the terms and provisions of this Agreement.
- (ii) Time is of the essence of this Agreement.

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.

**VILLAGE OF ALGONQUIN**

Attest: Margaret Auger  
Village Clerk, Margaret Auger

Approved: Debby Sosine  
Acting Village President, Debby Sosine

Date: March 19, 2021

**VILLAGE OF BARRINGTON HILLS**

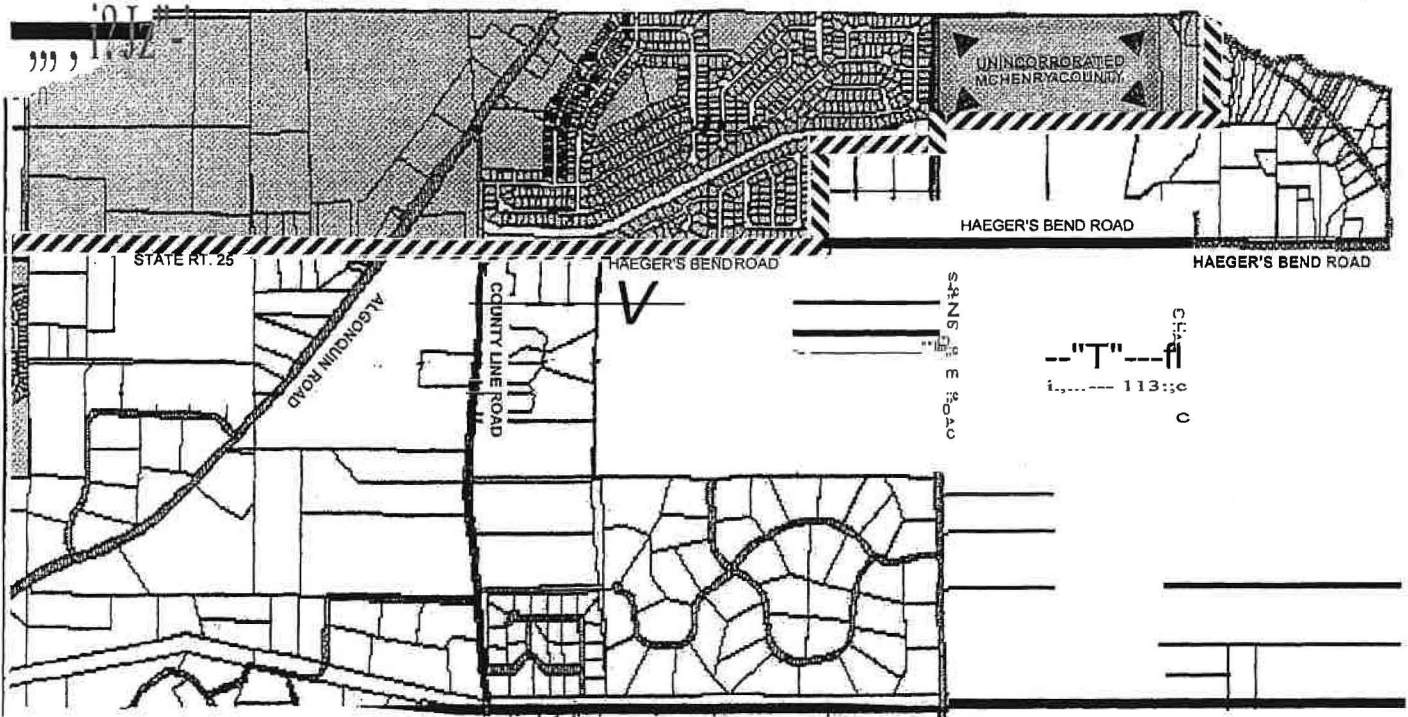
Attest: Nikki Panos  
Village Clerk, Nikki Panos

Approved: Martin McLaughlin  
Village President, Martin McLaughlin

Date: March 31, 2021

**LEGEND**

Boundary Line 



**EXHIBIT A**

### **BOUNDARY LINE DESCRIPTION**

A described line beginning along the south line of the subdivision of Cedar Cove where it adjoins the corporate limits of the Village of Algonquin at the east shoreline of the Fox River in the NE 1/4 of Sec. 26 T43 N. R8E and traversing generally east therefrom to the west line of the Harper Subdivision also within the same Section and thereafter traveling south therefrom to north line of the NE ¼ of Sec.35 T43N. R8E being coincidental with the northline of the public road of Spring Creek Road and traveling south therefrom for some 505 feet and then going east 26 feet to the west line of the subdivision of the Chinese Methodist Mission subdivision as commonly called being within the Village of Barrington Hills to its south recorded boundary line at which point going east along the adjoining and coincidental boundaries of the Villages of Barrington Hills and Algonquin to the rights of way of Haeger's Bend Road and traveling south therefrom to the SE corner of Section 35 and continuing from that point south along the east side of Sec. 2 in T43N. R8E in Kane County to a point beyond Bolz Road in the NE corner of Sec. 11 all being as illustrated in Exhibit A of the jurisdictional boundary Agreement between the Village of Barrington Hills and Algonquin.

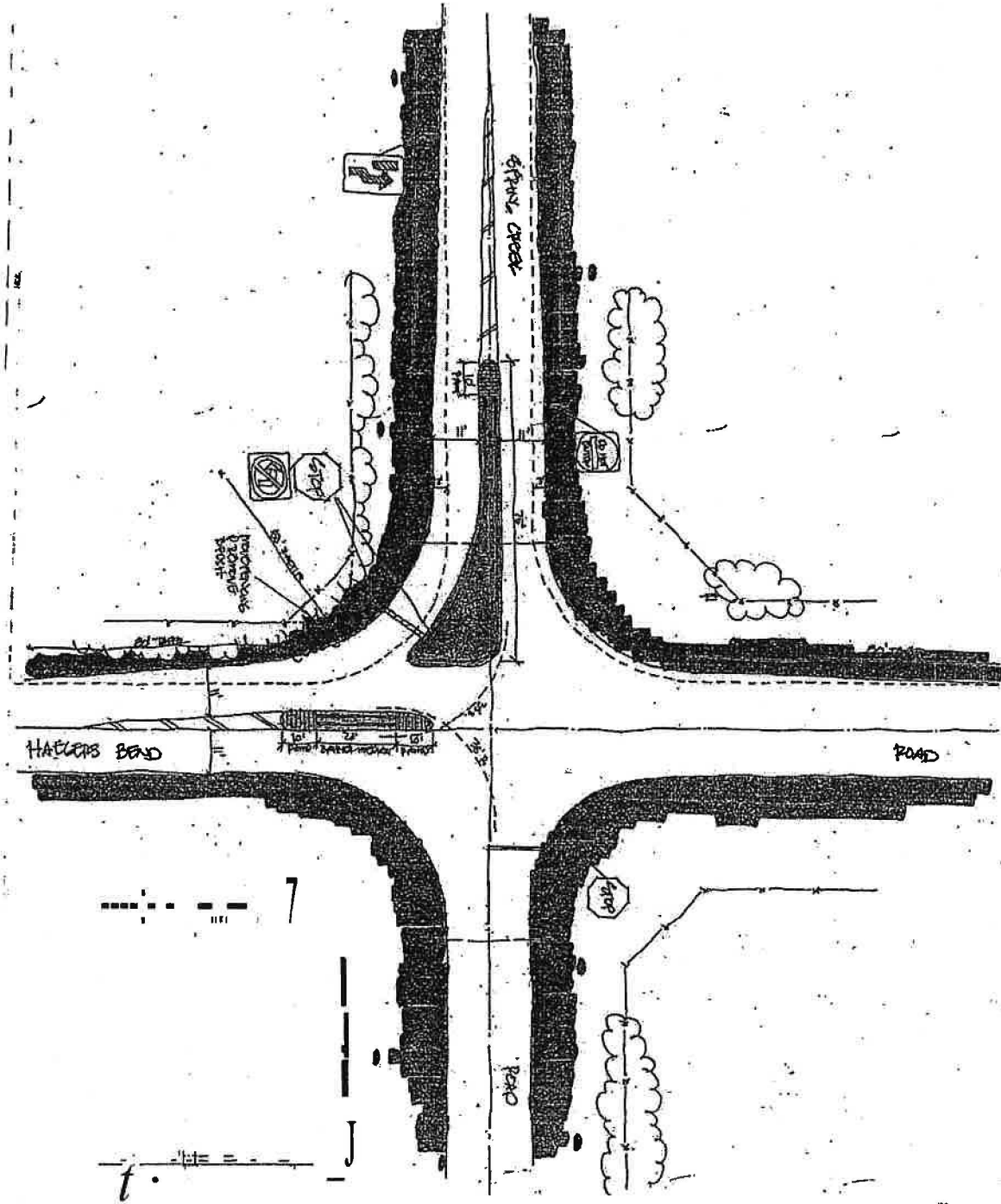
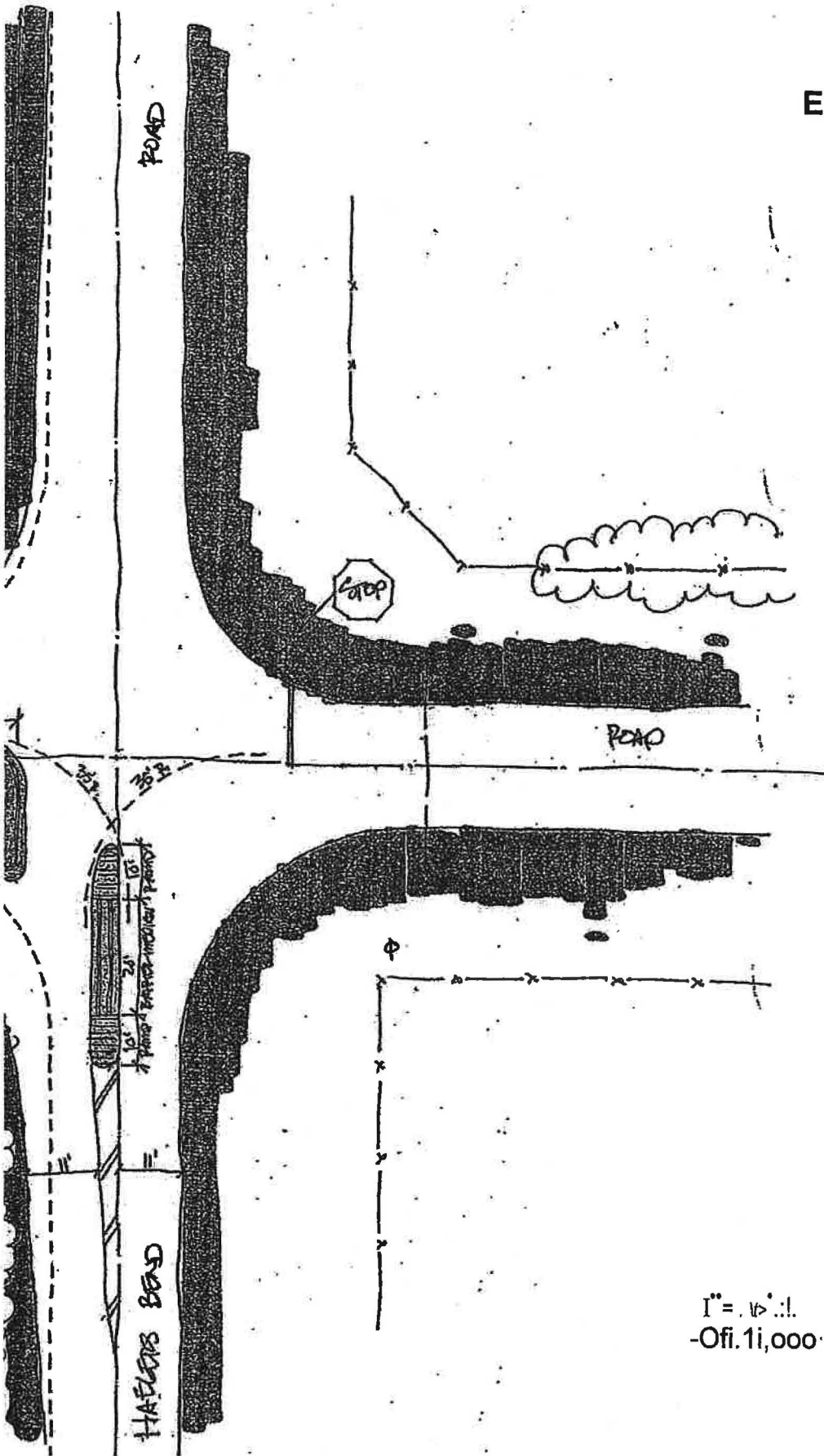


EXHIBIT E



EXHIBIT B



1" = 10' : 1"  
-Ofi. 1:1,000