



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R20-145
DATE OF PASSAGE July 28, 2020

A Resolution Authorizing and Approving an Amendment to the Existing Intergovernmental Agreement (IGA) Between the City of Aurora and the Village of Montgomery.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City of Aurora (hereinafter "CITY") and Village of Montgomery (hereinafter "Village of Montgomery") are each legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein; and

WHEREAS, the CITY and Village of Montgomery are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act as provided for in 5 ILCS 220/1, et seq.; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their constituents; and

WHEREAS, the CITY and Village of Montgomery seek to enter into an intergovernmental agreement regarding Jurisdictional Boundary Line Agreement between the City of Aurora and the Village of Montgomery; and

WHEREAS, the City Council of the City of Aurora has determined that it is in the best interest of the City and its residents to enter into this Agreement; and

RESOLUTION NO. R20-145
DATE OF PASSAGE July 28, 2020

WHEREAS, the City Council has reviewed and approved the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Aurora, Illinois, that the attached amended Intergovernmental Agreement between the CITY and Village of Montgomery for Jurisdictional Boundary Line Agreement between the City of Aurora and the Village of Montgomery be approved, and the Mayor of the City of Aurora is hereby authorized and directed to execute the Intergovernmental Agreement on the behalf of the City.

NOW, THEREFORE, BE IT FURTHER RESOLVED that City Clerk be directed to transmit certified copies of this Resolution and the attached Intergovernmental Agreement to Village of Montgomery with copies to the City of Aurora Corporation Council and the Finance Director.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and are hereby authorized to cooperate with the Village of Montgomery.

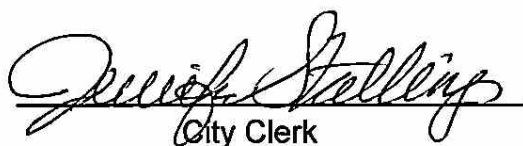
RESOLUTION NO. R20-145

PASSED AND APPROVED ON July 28, 2020

AYES 12 NAYS 0 NOT VOTING 0 ABSENT 0

ALDERMAN	Vote
Alderman Llamas, Ward 1	yes
Alderman Garza, Ward 2	yes
Alderman Mesiacos, Ward 3	yes
Alderman Donnell, Ward 4	yes
Alderman Franco, Ward 5	yes
Alderman Saville, Ward 6	yes
Alderman Hart-Burns, Ward 7	yes
Alderman Smith, Ward 8	yes
Alderman Bugg, Ward 9	yes
Alderman Lofchie, Ward 10	yes
Alderman Jenkins, At Large	yes
Alderman O'Connor, At Large	yes

ATTEST:


City Clerk


Mayor

RECOMMENDATION

TO: THE COMMITTEE OF THE WHOLE

FROM: THE BUILDING, ZONING AND ECONOMIC DEVELOPMENT COMMITTEE

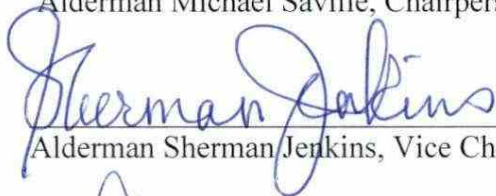
The Building, Zoning and Economic Development Committee at the regular scheduled meeting on **Wednesday, July 15, 2020** recommended **APPROVAL** of A Resolution Authorizing and Approving an Amendment to the Existing Intergovernmental Agreement (IGA) Between the City of Aurora and the Village of Montgomery.

VOTE: 5-0

Submitted By:



Alderman Michael Saville, Chairperson



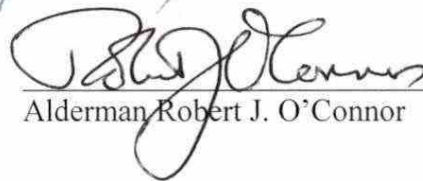
Alderman Sherman Jenkins, Vice Chairperson



Alderman Carl Franco



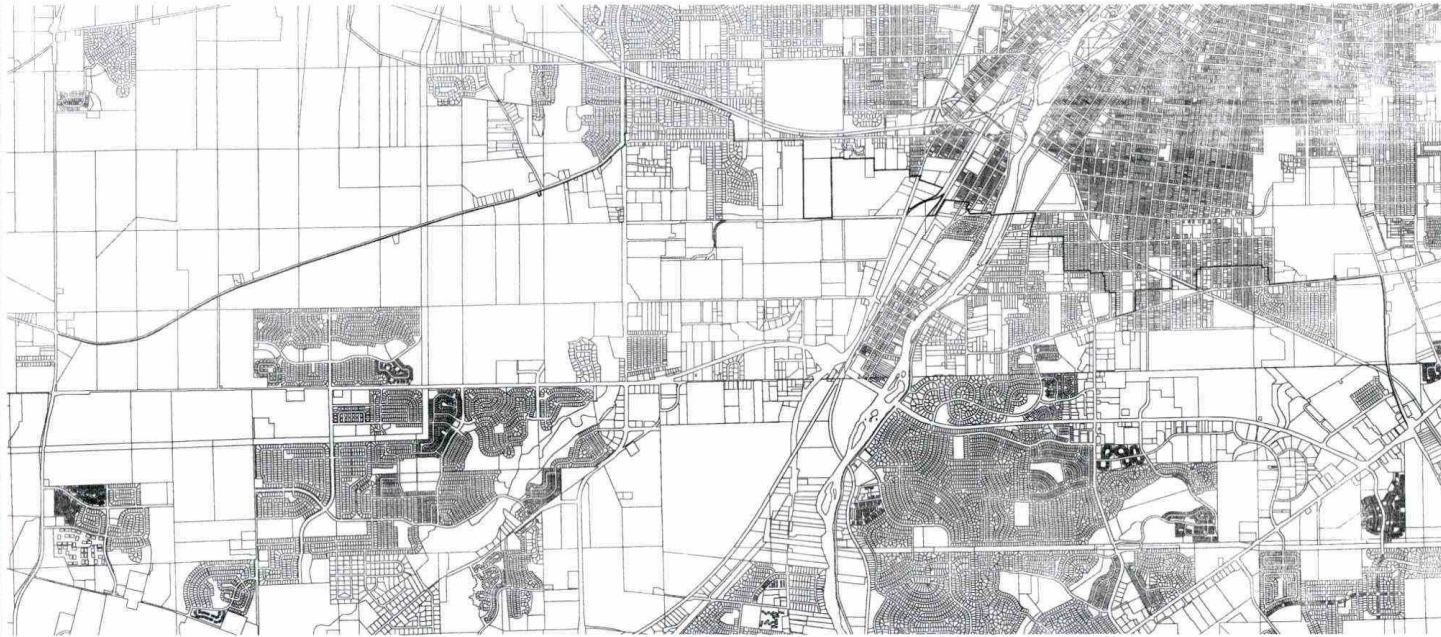
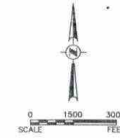
Alderman Juany Garza



Alderman Robert J. O'Connor

Dated this 15th day of July, 2020

EXHIBIT
BOUNDARY LINE AGREEMENT



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
32 Wheeler Road
Sugar Grove, Illinois 60054
630-455-8700 / www.eeinc.com

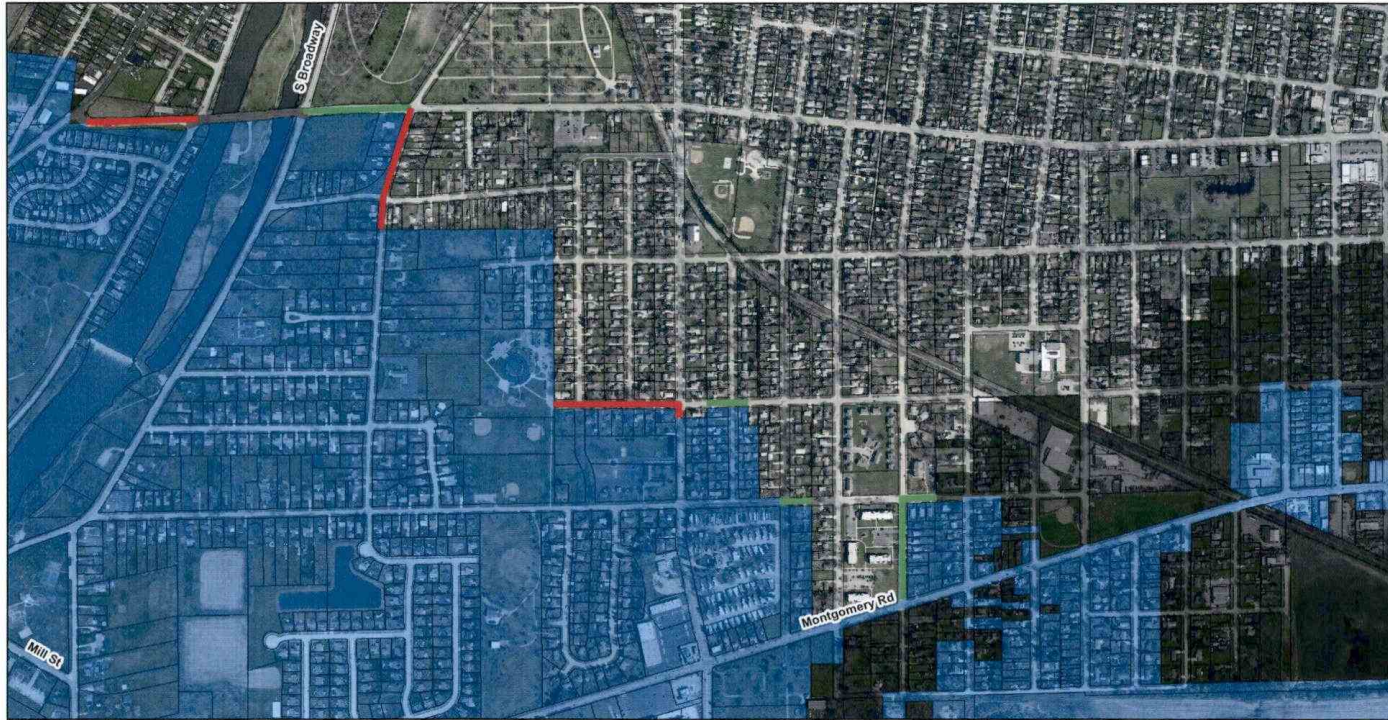
FEBRUARY 25, 2019

Exhibit B

Legal Description

BEGINNING AT THE NORTHWEST CORNER OF ILLINOIS. RT. 34 AND US RT. 30 (HILL AVENUE); THENCE NORTH ALONG THE WEST LINE OF U.S. RT. 30 (HILL AVENUE) TO THE SOUTHWEST CORNER OF U.S. RT 30 (HILL AVENUE) AND MONTGOMERY ROAD; THENCE WEST ALONG THE SOUTH LINE OF MONTGOMERY ROAD TO THE EAST LINE OF PARCEL 15-35-400-011; THENCE NORTH, WEST AND SOUTH AROUND PARCEL 15-35-400-011 TO THE NORTH LINE OF MONTGOMERY ROAD; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 13 OF BLOCK 14 OF SOUTH PARK ADDITION; THENCE NORTH TO THE SOUTH LINE OF LOT 16 IN SAID BLOCK 14; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH ALONG THE WEST LINE OF LOTS 16 THRU 24 IN SAID BLOCK 14 TO THE SOUTH LINE OF MELROSE AVENUE; THENCE WEST ALONG THE SOUTH LINE OF MELROSE AVENUE TO THE SOUTHWEST CORNER OF MELROSE AVENUE AND STATE STREET; THENCE NORTH ALONG THE WEST LINE OF STATE STREET TO THE NORTH LINE OF MELROSE AVENUE; THENCE WEST ALONG THE NORTH LINE OF MELROSE AVENUE TO THE NORTHWEST CORNER OF MELROSE AVENUE AND HINMAN STREET; THENCE SOUTH TO THE SOUTHWEST CORNER OF HINMAN STREET AND MELROSE AVENUE; THENCE WEST ALONG THE SOUTH LINE OF MELROSE AVENUE TO THE CENTERLINE OF THE VACATED ALLEY IN BLOCK 7 OF LUCKS NEW ADDITION TO AURORA; THENCE SOUTH ALONG SAID CENTERLINE AND SAID CENTERLINE EXTENDED TO THE SOUTHERLY LINE OF THE VIRGIL GILMAN NATURE TRAIL; THENCE NORTHWEST ALONG THE SOUTHERLY LINE OF SAID TRAIL TO THE EAST LINE OF JACKSON STREET; THENCE SOUTH ALONG THE EAST LINE OF JACKSON STREET TO THE NORTHEAST CORNER OF JACKSON STREET AND SHERMAN AVENUE; THENCE WEST ALONG THE NORTH LINE OF SHERMAN AVENUE TO THE NORTHEAST CORNER OF SHERMAN AVENUE AND PEARL STREET; THENCE SOUTH ALONG THE EAST LINE OF PEARL STREET TO THE NORTH LINE OF MONTGOMERY ROAD; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF MONTGOMERY ROAD TO THE EAST LINE OF THE WEST HALF OF BLOCK 2 OF HB. DOUGLAS' ADDITION TO AURORA; THENCE NORTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SHERMAN AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SHERMAN AVENUE TO THE SOUTHWEST CORNER OF SHERMAN AVENUE AND LAFAYETTE STREET; THENCE NORTH TO THE NORTHWEST CORNER OF SHERMAN AVENUE AND LAFAYETTE STREET; THENCE WEST ALONG THE NORTH LINE OF LAFAYETTE STREET TO THE SOUTHWEST CORNER OF LOT 20 IN BLOCK 2 OF HENRY THIESS SUBDIVISION; THENCE NORTH ALONG THE WEST LINES OF LOTS 13 THRU 20 IN SAID BLOCK 2 TO THE SOUTHEAST CORNER OF LOT 2 IN SAID BLOCK 2; THENCE WEST ALONG THE SOUTH LINE OF LOT 2 IN SAID BLOCK 2 TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID LOT 2; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF LOTS 1 AND 2 IN SAID BLOCK 2 TO THE SOUTH LINE OF MELROSE AVENUE; THENCE WEST ALONG THE SOUTH LINE OF MELROSE AVENUE TO THE SOUTHEAST CORNER OF DOUGLAS AVENUE AND MELROSE AVENUE; THENCE NORTH TO THE NORTH EAST CORNER OF DOUGLAS AVENUE AND MELROSE AVENUE; THENCE WEST ALONG THE NORTH LINE OF MELROSE AVENUE TO THE WEST LINE OF ELLIOTT'S ADDITION TO AURORA; THENCE NORTH ALONG THE WEST LINE OF ELLIOTT'S ADDITION TO AURORA TO THE SOUTHEAST CORNER OF KECK HEIRS ADDITION; THENCE WEST ALONG THE SOUTH LINE OF KECK HEIRS ADDITION TO THE EAST LINE OF LINCOLN AVENUE; THENCE NORTH ALONG THE EAST LINE OF LINCOLN AVENUE TO THE SOUTH LINE OF ASHLAND AVENUE; THENCE WEST ALONG THE SOUTH LINE OF ASHLAND AVE TO THE TO THE SOUTHEAST CORNER OF ASHLAND AVENUE AND RIVER STREET;

THENCE NORTH TO THE NORTHWEST CORNER OF ASHLAND AVENUE AND RIVER STREET; THENCE WEST ALONG THE NORTH LINE OF ASHLAND AVENUE TO THE NORTHEASTERLY MOST CORNER OF ASHLAND AVENUE AND OLIVER AVENUE; THENCE NORTHWESTERLY, PERPENDICULAR TO THE WEST LINE OF OLIVER AVENUE, TO THE WEST LINE WEST LINE OF OLIVER AVENUE; THENCE NORTHEASTERLY ALONG THE WEST LINE OF OLIVER AVENUE TO THE SOUTH LINE OF PARCEL 15-28-380-026; THENCE WEST AND NORTH AROUND PARCEL 15-28-380-026 AND ALONG THE WEST LINE OF PARCEL 15-28-380-025 TO THE SOUTH LINE OF PARCEL 15-28-380-029; THENCE WEST ALONG THE SOUTH LINE OF PARCEL 15-28-380-029 TO THE SOUTH LINE OF SOUTH END ADDITION TO AURORA; THENCE WEST ALONG THE SOUTH LINE OF SOUTH END ADDITION TO AURORA TO THE EAST LINE OF THE BURLINGTON NORTHERN RAILROAD R.O.W.; THENCE SOUTH ALONG THE EAST LINE OF THE BURLINGTON NORTHERN RAILROAD R.O.W. TO THE SOUTH LINE OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG SAID SOUTH LINE, TO THE WEST LINE OF SAID RAILROAD R.O.W., ALSO BEING THE EAST LINE OF PARCEL 15-28-307-008; THENCE NORTH ALONG THE EAST LING OF PARCEL 15-28-307-008 TO THE NORTH CORNER OF SAID PARCEL; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL AND PARCEL 15-29-476-004 TO THE EAST LINE OF RT. 31; THENCE NORTH ALONG THE EAST LINE OF RT. 31 TO THE NORTHWESTERLY LINE OF PARCEL 15-28-501-030; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE NORTH LINE OF PARCEL 15-28-307-003; THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF RT. 31; THENCE NORTH ALONG THE EAST LINE OF RT. 31 TO THE SOUTH LINE OF GRAY AVENUE EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF PARCEL 15-29-401-016; THENCE AROUND PARCEL 15-29-401-016 TO THE SOUTH LINE OF SAID SECTION 29; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SPARTAN ATHLETIC PARK SUBDIVISION; THENCE NORTH ALONG THE EAST LINE AND THE EAST LINE EXTENDED NORTH, OF SAID SPARTAN ATHLETIC PARK SUBDIVISION, TO THE SOUTH LINE OF JERICO ROAD; THENCE WEST ALONG THE SOUTH LINE OF JERICO ROAD TO THE EAST LINE OF LEIGH SUBDIVISION UNIT 6, EXTENDED SOUTH; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF LEIGH SUBDIVISION UNIT 8, TO THE NORTHEAST CORNER OF LOT 10 IN LEIGH SUBDIVISION UNIT 8; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 10 TO THE EAST LINE OF LINDENWOOD AVENUE; THENCE NORTHERLY ALONG SAID EAST LINE AND THE EAST LINE OF LOT 5 IN LEIGH SUBDIVISION UNIT 8 TO THE SOUTH LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT OF WAY; THENCE WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF ORCHARD ROAD; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF ORCHARD ROAD AND JERICO ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID JERICO ROAD TO THE EAST LINE OF PARCEL 14-25-300-022; THENCE SOUTH, WEST AND NORTH AROUND SAID PARCEL TO THE SOUTH LINE OF JERICO ROAD; THENCE WESTERLY ALONG THE SOUTH LINE OF JERICO ROAD TO THE EAST LINE OF ILLINOIS ROUTE 47.



Municipality Responsible

- Aurora
- Montgomery

Exhibit C: Road Segment Maintenance Responsibility



STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Prepared by:
Steven A. Andersson
Mickey, Wilson, Weiler, Renzi &
Andersson, P.C.
140 South Municipal Drive
Sugar Grove, IL 60554

Return to after recording:
Village Clerk
Village of Montgomery
200 N. River St.
Montgomery, Illinois 60538



2019K051201
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 10/25/2019 09:55 AM
REC FEE: 52.00
PAGES: 10

JURISDICTIONAL BOUNDARY LINE AGREEMENT

THIS JURISDICTIONAL BOUNDARY LINE AGREEMENT (hereinafter "Agreement") is entered into this 14th day of October, 2019 by and between the City of Aurora, an Illinois municipal corporation acting pursuant to its home rule powers under Article VII, Section 6(a) of the Illinois Constitution of 1970 (hereinafter "Aurora"), and the Village of Montgomery, an Illinois municipal corporation acting as a non-home rule unit of government pursuant to Article VII, Section 7 of the Illinois Constitution of 1970 (hereinafter "Montgomery") (with the parties hereto collectively referred to as "municipalities") as follows:

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-12-9, authorizes the corporate authorities of municipalities who have adopted official plans to agree upon a line which shall mark the boundaries of the jurisdiction of each of the respective corporate authorities, and such agreement may provide that the municipality shall not annex territory which lies within the jurisdiction of the other municipality, as established by such line; and,

WHEREAS, Aurora and Montgomery have adopted such official plans; and,

WHEREAS, Aurora and Montgomery are contiguous to one another at numerous locations; and,

WHEREAS, the corporate authorities of both municipalities desire to reach a jurisdictional boundary line agreement in the interest of the orderly and regular development of their respective communities; in the interest of encouraging and aiding the development of the unincorporated areas lying between their municipalities; and in the interest of continuing a long lasting spirit of cooperation which will be in the best interests of both communities; and,

WHEREAS, in arriving at this Agreement, both corporate authorities concerned 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; and,

WHEREAS, both corporate authorities have passed ordinances authorizing the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, it is agreed by Aurora and Montgomery as follows:

1. That Aurora shall have jurisdiction north of a certain boundary line and Montgomery shall have jurisdiction south of a certain boundary line which is delineated on a map which is marked Exhibit A and which is attached hereto and is fully incorporated herein. A legal description of the boundary line is set forth on Exhibit B, which is attached hereto and is fully incorporated herein. In the event of a variance, in the legal description and the boundary map, the legal description shall take precedence. Each municipality shall allow, and shall not object to, the disconnection of any territory presently lying within its municipal boundaries which lies beyond the jurisdictional boundary line as described on Exhibits A and B, whether said disconnection be by petition of the land owner, court action or otherwise.

2. The municipalities shall not attempt to exercise authority by annexing, zoning, extending utilities, or performing any other similar acts in territory lying within the jurisdiction of the other municipality, without the other municipality's permission.

3. Aurora shall have the right to construct a shallow well in an area within 250 feet of any portion of Aurora Well House No. 23, which is situated on the south side of Jericho Road at the edge of the Fox Valley Park District property. Such well shall be constructed and maintained at Aurora's sole cost.

4. Reserved.

5. Any water lines constructed by Montgomery in Jericho Road after the date of this Agreement shall remain the property of Montgomery, even if they are located on the north side of the jurisdictional boundary line.

6. Reserved.

7. Exhibit C depicts certain segments of boundary line roads and assigns responsibility for maintenance of those road segments to each municipality. This maintenance responsibility shall include snow removal, resurfacing, and pothole repair. Other repairs or maintenance to boundary line road segments depicted on Exhibit C, or repairs or maintenance to boundary line road segments not depicted on Exhibit C, to which both municipalities are contiguous at the time of repair, shall be on a 50/50% cost sharing basis. Both municipalities shall reach agreement prior to the repairs or maintenance to be done as to the nature and extent of the major repairs or maintenance. Additionally, any local costs for signalizations on said roads shall be allocated based upon the number of intersection quadrants located in each municipality.

8. Each municipality shall be allowed to keep and maintain any of their existing utilities that are located within the boundary of the other municipality.

9. Reserved.

10. The Jericho Road right-of-way near Edgelawn Drive shall be de-annexed from Montgomery and annexed to Aurora

11. Montgomery shall be responsible for deferred roadway improvements to Jericho Road to the extent that those improvements are warranted by the Aurora University Spartan Athletic Park development.

- a. A left turn bay and taper shall be added for the Edgelawn Drive entrance to Spartan Athletic Park and for the eastern access point. The timing of these improvements shall be based on warrant. A left turn bay and taper shall be warranted for each entrance once the left turn movements into the site exceed 100 per hour.
- b. Upon the request of Aurora, sidewalk shall be installed between Edgelawn Drive and the east line of Spartan Athletic Park.

12. The municipalities shall work collaboratively to plan and construct a multi-use path along the Edgelawn Drive. Aurora plans to install a multi-use path along the east side of Edgelawn Drive to Jericho Road. Montgomery will explore options to connect to the multi-use path south of Jericho Road.

13. Reserved

14. Except as stated herein, Aurora waives any right or claim to sell water and shall discontinue the sale of water to any persons, firms or corporations located south of the boundary line, except those persons, firms or corporations presently receiving water from the City of Aurora water mains. Aurora agrees to disconnect such customers from its water mains at such time as Montgomery desires to begin servicing those customers' water needs. Montgomery agrees not to charge such customers a connection fee at the time of "tap on" to any Montgomery water main. Except as stated herein, Montgomery waives any right or claim to sell water and shall discontinue the sale of water to any persons, firms or corporations located north of the boundary line. The municipalities hereto, may upon mutual written agreement, for specific cases, allow one community to serve property in the other community on a case by case basis. This determination may be made by City and Village staff without further approvals by the Corporate Authorities.

15. Reserved.

16. The respective municipal authorities intend, by this Agreement, to bind themselves and their successors to the fullest lawful extent. The term of this Agreement shall be for 20 years or such further term as authorized by law.

17. The municipalities deem each clause, paragraph and undertaking herein to be severable and the application of this Agreement to any individual landowners to likewise be severable. Therefore, the municipalities agree that in the event any clause, paragraph or undertaking is

deemed invalid or unconstitutional, or in the event the application of this Agreement to any landowner is deemed invalid or unconstitutional or otherwise unenforceable, such invalidity, unconstitutionality or unenforceability shall not affect the other undertakings made herein by the municipalities, and the rest of the Agreement and its application to landowners shall remain in full force and effect.

THE CITY OF AURORA, a Municipal
Corporation

By: [Signature]

Its Mayor

Attest: [Signature]
By: [Signature]
City Clerk

THE VILLAGE OF MONTGOMERY,
Municipal Corporation

By: [Signature]
Its Mayor

Attest: [Signature]
By: [Signature]
Village Clerk





2020K058684
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 10/5/2020 03:27 PM
REC FEE: 52.00
PAGES: 13

STATE OF ILLINOIS)
COUNTIES OF KANE, DUPAGE,)
KENDALL AND WILL)
CITY OF AURORA)

CERTIFICATE

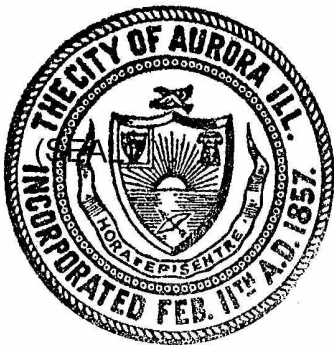
I, Jennifer Stallings, DO HEREBY CERTIFY THAT I am the City Clerk of the City of Aurora, Kane, DuPage, Kendall and Will Counties, Illinois and, as such officer, I have the lawful power and duty to keep a record of all proceedings of the City Council of said City, and of all Ordinances and Resolutions presented to or passed by said City Council.

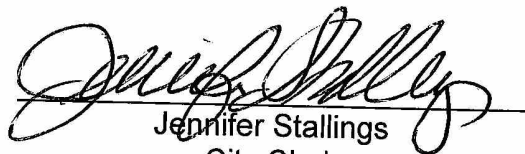
I DO HEREBY FURTHER CERTIFY that the foregoing document is a true, correct and complete copy of:

RESOLUTION NO. R20-145
A RESOLUTION AUTHORIZING AND APPROVING AN AMENDMENT TO THE
EXISTING INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF
AURORA AND THE VILLAGE OF MONTOMERY

which was approved on July 28, 2020, is on file in my office and that the proceedings of the City Council of said City at the meeting duly called and held on July 28, 2020, were in accordance with applicable laws, at which a quorum was present and acting throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Aurora, in the State of Illinois this 11TH day of August, 2020.





Jennifer Stallings
City Clerk
City of Aurora, Illinois



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R20-145
DATE OF PASSAGE July 28, 2020

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WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City of Aurora (hereinafter "CITY") and Village of Montgomery (hereinafter "Village of Montgomery") are each legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein; and

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WHEREAS, the CITY and Village of Montgomery seek to enter into an intergovernmental agreement regarding Jurisdictional Boundary Line Agreement between the City of Aurora and the Village of Montgomery; and

WHEREAS, the City Council of the City of Aurora has determined that it is in the best interest of the City and its residents to enter into this Agreement; and

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Alderman Smith, Ward 8	yes
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Alderman Lofchie, Ward 10	yes
Alderman Jenkins, At Large	yes
Alderman O'Connor, At Large	yes

ATTEST:


City Clerk


Mayor

RECOMMENDATION

TO: THE COMMITTEE OF THE WHOLE

FROM: THE BUILDING, ZONING AND ECONOMIC DEVELOPMENT COMMITTEE

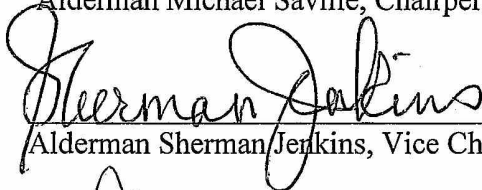
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VOTE: 5-0

Submitted By:



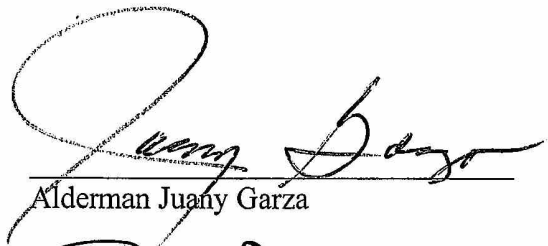
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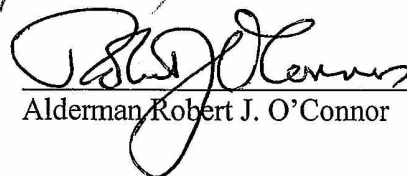
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Alderman Carl Franco



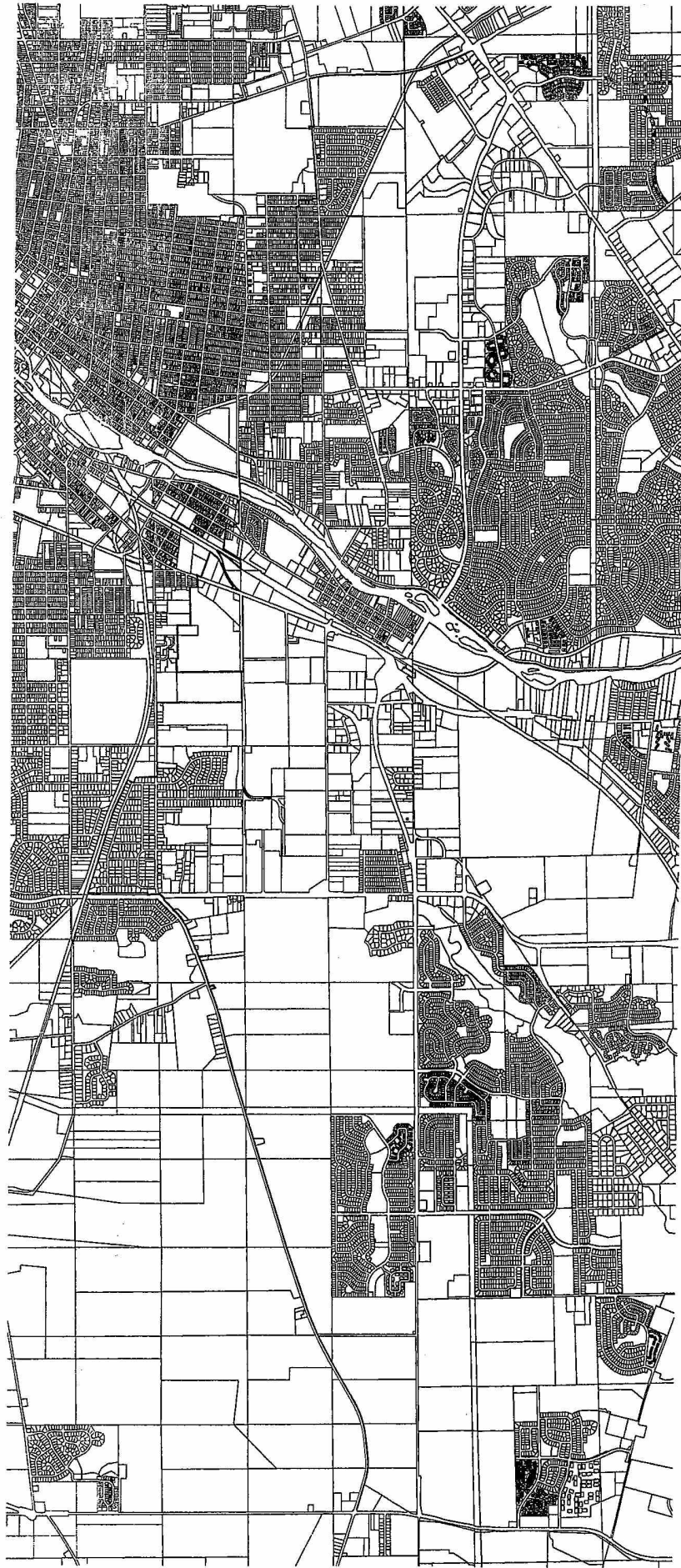
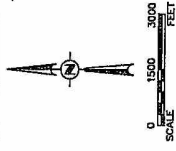
Alderman Juany Garza



Alderman Robert J. O'Connor

Dated this 15th day of July, 2020

EXHIBIT BOUNDARY LINE AGREEMENT



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
22 Wheeler Road
Barnstable, MA 01954
508-656-9700 / www.echick.com



FEBRUARY 25, 2019

Exhibit B

Legal Description

BEGINNING AT THE NORTHWEST CORNER OF ILLINOIS. RT. 34 AND US RT. 30 (HILL AVENUE); THENCE NORTH ALONG THE WEST LINE OF U.S. RT. 30 (HILL AVENUE) TO THE SOUTHWEST CORNER OF U.S. RT. 30 (HILL AVENUE) AND MONTGOMERY ROAD; THENCE WEST ALONG THE SOUTH LINE OF MONTGOMERY ROAD TO THE EAST LINE OF PARCEL 15-35-400-011; THENCE NORTH, WEST AND SOUTH AROUND PARCEL 15-35-400-011 TO THE NORTH LINE OF MONTGOMERY ROAD; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 13 OF BLOCK 14 OF SOUTH PARK ADDITION; THENCE NORTH TO THE SOUTH LINE OF LOT 16 IN SAID BLOCK 14; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH ALONG THE WEST LINE OF LOTS 16 THRU 24 IN SAID BLOCK 14 TO THE SOUTH LINE OF MELROSE AVENUE; THENCE WEST ALONG THE SOUTH LINE OF MELROSE AVENUE TO THE SOUTHWEST CORNER OF MELROSE AVENUE AND STATE STREET; THENCE NORTH ALONG THE WEST LINE OF STATE STREET TO THE NORTH LINE OF MELROSE AVENUE; THENCE WEST ALONG THE NORTH LINE OF MELROSE AVENUE TO THE NORTHWEST CORNER OF MELROSE AVENUE AND HINMAN STREET; THENCE SOUTH TO THE SOUTHWEST CORNER OF HINMAN STREET AND MELROSE AVENUE; THENCE WEST ALONG THE SOUTH LINE OF MELROSE AVENUE TO THE CENTERLINE OF THE VACATED ALLEY IN BLOCK 7 OF LUCKS NEW ADDITION TO AURORA; THENCE SOUTH ALONG SAID CENTERLINE AND SAID CENTERLINE EXTENDED TO THE SOUTHERLY LINE OF THE VIRGIL GILMAN NATURE TRAIL; THENCE NORTHWEST ALONG THE SOUTHERLY LINE OF SAID TRAIL TO THE EAST LINE OF JACKSON STREET; THENCE SOUTH ALONG THE EAST LINE OF JACKSON STREET TO THE NORTHEAST CORNER OF JACKSON STREET AND SHERMAN AVENUE; THENCE WEST ALONG THE NORTH LINE OF SHERMAN AVENUE TO THE NORTHEAST CORNER OF SHERMAN AVENUE AND PEARL STREET; THENCE SOUTH ALONG THE EAST LINE OF PEARL STREET TO THE NORTH LINE OF MONTGOMERY ROAD; THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF MONTGOMERY ROAD TO THE EAST LINE OF THE WEST HALF OF BLOCK 2 OF HB. DOUGLAS' ADDITION TO AURORA; THENCE NORTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SHERMAN AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SHERMAN AVENUE TO THE SOUTHWEST CORNER OF SHERMAN AVENUE AND LAFAYETTE STREET; THENCE NORTH TO THE NORTHWEST CORNER OF SHERMAN AVENUE AND LAFAYETTE STREET; THENCE WEST ALONG THE NORTH LINE OF LAFAYETTE STREET TO THE SOUTHWEST CORNER OF LOT 20 IN BLOCK 2 OF HENRY THIESS SUBDIVISION; THENCE NORTH ALONG THE WEST LINES OF LOTS 13 THRU 20 IN SAID BLOCK 2 TO THE SOUTHEAST CORNER OF LOT 2 IN SAID BLOCK 2; THENCE WEST ALONG THE SOUTH LINE OF LOT 2 IN SAID BLOCK 2 TO THE SOUTHWEST CORNER OF THE EAST HALF OF SAID LOT 2; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF LOTS 1 AND 2 IN SAID BLOCK 2 TO THE SOUTH LINE OF MELROSE AVENUE; THENCE WEST ALONG THE SOUTH LINE OF MELROSE AVENUE TO THE SOUTHEAST CORNER OF DOUGLAS AVENUE AND MELROSE AVENUE; THENCE NORTH TO THE NORTH EAST CORNER OF DOUGLAS AVENUE AND MELROSE AVENUE; THENCE WEST ALONG THE NORTH LINE OF MELROSE AVENUE TO THE WEST LINE OF ELLIOTT'S ADDITION TO AURORA; THENCE NORTH ALONG THE WEST LINE OF ELLIOTT'S ADDITION TO AURORA TO THE SOUTHEAST CORNER OF KECK HEIRS ADDITION; THENCE WEST ALONG THE SOUTH LINE OF KECK HEIRS ADDITION TO THE EAST LINE OF LINCOLN AVENUE; THENCE NORTH ALONG THE EAST LINE OF LINCOLN AVENUE TO THE SOUTH LINE OF ASHLAND AVENUE; THENCE WEST ALONG THE SOUTH LINE OF ASHLAND AVE TO THE TO THE SOUTHEAST CORNER OF ASHLAND AVENUE AND RIVER STREET;

THENCE NORTH TO THE NORTHWEST CORNER OF ASHLAND AVENUE AND RIVER STREET; THENCE WEST ALONG THE NORTH LINE OF ASHLAND AVENUE TO THE NORTHEASTERLY MOST CORNER OF ASHLAND AVENUE AND OLIVER AVENUE; THENCE NORTHWESTERLY, PERPENDICULAR TO THE WEST LINE OF OLIVER AVENUE, TO THE WEST LINE WEST LINE OF OLIVER AVENUE; THENCE NORTHEASTERLY ALONG THE WEST LINE OF OLIVER AVENUE TO THE SOUTH LINE OF PARCEL 15-28-380-026; THENCE WEST AND NORTH AROUND PARCEL 15-28-380-026 AND ALONG THE WEST LINE OF PARCEL 15-28-380-025 TO THE SOUTH LINE OF PARCEL 15-28-380-029; THENCE WEST ALONG THE SOUTH LINE OF PARCEL 15-28-380-029 TO THE SOUTH LINE OF SOUTH END ADDITION TO AURORA; THENCE WEST ALONG THE SOUTH LINE OF SOUTH END ADDITION TO AURORA TO THE EAST LINE OF THE BURLINGTON NORTHERN RAILROAD R.O.W.; THENCE SOUTH ALONG THE EAST LINE OF THE BURLINGTON NORTHERN RAILROAD R.O.W. TO THE SOUTH LINE OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG SAID SOUTH LINE, TO THE WEST LINE OF SAID RAILROAD R.O.W., ALSO BEING THE EAST LINE OF PARCEL 15-28-307-008; THENCE NORTH ALONG THE EAST LING OF PARCEL 15-28-307-008 TO THE NORTH CORNER OF SAID PARCEL; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL AND PARCEL 15-29-476-004 TO THE EAST LINE OF RT. 31; THENCE NORTH ALONG THE EAST LINE OF RT. 31 TO THE NORTHWESTERLY LINE OF PARCEL 15-28-501-030; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE NORTH LINE OF PARCEL 15-28-307-003; THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF RT. 31; THENCE NORTH ALONG THE EAST LINE OF RT. 31 TO THE SOUTH LINE OF GRAY AVENUE EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF PARCEL 15-29-401-016; THENCE AROUND PARCEL 15-29-401-016 TO THE SOUTH LINE OF SAID SECTION 29; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SPARTAN ATHLETIC PARK SUBDIVISION; THENCE NORTH ALONG THE EAST LINE AND THE EAST LINE EXTENDED NORTH, OF SAID SPARTAN ATHLETIC PARK SUBDIVISION, TO THE SOUTH LINE OF JERICO ROAD; THENCE WEST ALONG THE SOUTH LINE OF JERICO ROAD TO THE EAST LINE OF LEIGH SUBDIVISION UNIT 6, EXTENDED SOUTH; THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF LEIGH SUBDIVISION UNIT 8, TO THE NORTHEAST CORNER OF LOT 10 IN LEIGH SUBDIVISION UNIT 8; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 10 TO THE EAST LINE OF LINDENWOOD AVENUE; THENCE NORTHERLY ALONG SAID EAST LINE AND THE EAST LINE OF LOT 5 IN LEIGH SUBDIVISION UNIT 8 TO THE SOUTH LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT OF WAY; THENCE WEST ALONG SAID SOUTH LINE TO THE EAST LINE OF ORCHARD ROAD; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF ORCHARD ROAD AND JERICO ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID JERICO ROAD TO THE EAST LINE OF PARCEL 14-25-300-022; THENCE SOUTH, WEST AND NORTH AROUND SAID PARCEL TO THE SOUTH LINE OF JERICO ROAD; THENCE WESTERLY ALONG THE SOUTH LINE OF JERICO ROAD TO THE EAST LINE OF ILLINOIS ROUTE 47.



Municipality Responsible
Aurora
Montgomery

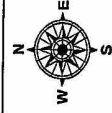


Exhibit C: Road Segment Maintenance Responsibility



Prepared By: The City of Aurora GIS Div.

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

Prepared by:
Steven A. Andersson
Mickey, Wilson, Weiler, Renzi &
Andersson, P.C.
140 South Municipal Drive
Sugar Grove, IL 60554

Return to after recording:
Village Clerk
Village of Montgomery
200 N. River St.
Montgomery, Illinois 60538



2019K051201
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 10/25/2019 09:55 AM
REC FEE: 52.00
PAGES: 10

JURISDICTIONAL BOUNDARY LINE AGREEMENT

THIS JURISDICTIONAL BOUNDARY LINE AGREEMENT (hereinafter "Agreement") is entered into this 14th day of October, 2019 by and between the City of Aurora, an Illinois municipal corporation acting pursuant to its home rule powers under Article VII, Section 6(a) of the Illinois Constitution of 1970 (hereinafter "Aurora"), and the Village of Montgomery, an Illinois municipal corporation acting as a non-home rule unit of government pursuant to Article VII, Section 7 of the Illinois Constitution of 1970 (hereinafter "Montgomery") (with the parties hereto collectively referred to as "municipalities") as follows:

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-12-9, authorizes the corporate authorities of municipalities who have adopted official plans to agree upon a line which shall mark the boundaries of the jurisdiction of each of the respective corporate authorities, and such agreement may provide that the municipality shall not annex territory which lies within the jurisdiction of the other municipality, as established by such line; and,

WHEREAS, Aurora and Montgomery have adopted such official plans; and,

WHEREAS, Aurora and Montgomery are contiguous to one another at numerous locations; and,

WHEREAS, the corporate authorities of both municipalities desire to reach a jurisdictional boundary line agreement in the interest of the orderly and regular development of their respective communities; in the interest of encouraging and aiding the development of the unincorporated areas lying between their municipalities; and in the interest of continuing a long lasting spirit of cooperation which will be in the best interests of both communities; and,

WHEREAS, in arriving at this Agreement, both corporate authorities concerned 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; and,

WHEREAS, both corporate authorities have passed ordinances authorizing the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, it is agreed by Aurora and Montgomery as follows:

1. That Aurora shall have jurisdiction north of a certain boundary line and Montgomery shall have jurisdiction south of a certain boundary line which is delineated on a map which is marked Exhibit A and which is attached hereto and is fully incorporated herein. A legal description of the boundary line is set forth on Exhibit B, which is attached hereto and is fully incorporated herein. In the event of a variance, in the legal description and the boundary map, the legal description shall take precedence. Each municipality shall allow, and shall not object to, the disconnection of any territory presently lying within its municipal boundaries which lies beyond the jurisdictional boundary line as described on Exhibits A and B, whether said disconnection be by petition of the land owner, court action or otherwise.

2. The municipalities shall not attempt to exercise authority by annexing, zoning, extending utilities, or performing any other similar acts in territory lying within the jurisdiction of the other municipality, without the other municipality's permission.

3. Aurora shall have the right to construct a shallow well in an area within 250 feet of any portion of Aurora Well House No. 23, which is situated on the south side of Jericho Road at the edge of the Fox Valley Park District property. Such well shall be constructed and maintained at Aurora's sole cost.

4. Reserved.

5. Any water lines constructed by Montgomery in Jericho Road after the date of this Agreement shall remain the property of Montgomery, even if they are located on the north side of the jurisdictional boundary line.

6. Reserved.

7. Exhibit C depicts certain segments of boundary line roads and assigns responsibility for maintenance of those road segments to each municipality. This maintenance responsibility shall include snow removal, resurfacing, and pothole repair. Other repairs or maintenance to boundary line road segments depicted on Exhibit C, or repairs or maintenance to boundary line road segments not depicted on Exhibit C, to which both municipalities are contiguous at the time of repair, shall be on a 50/50% cost sharing basis. Both municipalities shall reach agreement prior to the repairs or maintenance to be done as to the nature and extent of the major repairs or maintenance. Additionally, any local costs for signalizations on said roads shall be allocated based upon the number of intersection quadrants located in each municipality.

8. Each municipality shall be allowed to keep and maintain any of their existing utilities that are located within the boundary of the other municipality.

9. Reserved.

10. The Jericho Road right-of-way near Edgelawn Drive shall be de-annexed from Montgomery and annexed to Aurora

11. Montgomery shall be responsible for deferred roadway improvements to Jericho Road to the extent that those improvements are warranted by the Aurora University Spartan Athletic Park development.

- a. A left turn bay and taper shall be added for the Edgelawn Drive entrance to Spartan Athletic Park and for the eastern access point. The timing of these improvements shall be based on warrant. A left turn bay and taper shall be warranted for each entrance once the left turn movements into the site exceed 100 per hour.
- b. Upon the request of Aurora, sidewalk shall be installed between Edgelawn Drive and the east line of Spartan Athletic Park.

12. The municipalities shall work collaboratively to plan and construct a multi-use path along the Edgelawn Drive. Aurora plans to install a multi-use path along the east side of Edgelawn Drive to Jericho Road. Montgomery will explore options to connect to the multi-use path south of Jericho Road.

13. Reserved

14. Except as stated herein, Aurora waives any right or claim to sell water and shall discontinue the sale of water to any persons, firms or corporations located south of the boundary line, except those persons, firms or corporations presently receiving water from the City of Aurora water mains. Aurora agrees to disconnect such customers from its water mains at such time as Montgomery desires to begin servicing those customers' water needs. Montgomery agrees not to charge such customers a connection fee at the time of "tap on" to any Montgomery water main. Except as stated herein, Montgomery waives any right or claim to sell water and shall discontinue the sale of water to any persons, firms or corporations located north of the boundary line. The municipalities hereto, may upon mutual written agreement, for specific cases, allow one community to serve property in the other community on a case by case basis. This determination may be made by City and Village staff without further approvals by the Corporate Authorities.

15. Reserved.

16. The respective municipal authorities intend, by this Agreement, to bind themselves and their successors to the fullest lawful extent. The term of this Agreement shall be for 20 years or such further term as authorized by law.

17. The municipalities deem each clause, paragraph and undertaking herein to be severable and the application of this Agreement to any individual landowners to likewise be severable. Therefore, the municipalities agree that in the event any clause, paragraph or undertaking is

deemed invalid or unconstitutional, or in the event the application of this Agreement to any landowner is deemed invalid or unconstitutional or otherwise unenforceable, such invalidity, unconstitutionality or unenforceability shall not affect the other undertakings made herein by the municipalities, and the rest of the Agreement and its application to landowners shall remain in full force and effect.

THE CITY OF AURORA, a Municipal
Corporation

By: [Signature]

Its Mayor

Attest:

By: [Signature]

City Clerk

THE VILLAGE OF MONTGOMERY,
Municipal Corporation

By: [Signature]

Its Mayor

Attest:

By: [Signature]

Village Clerk

