

2000K011044

FILED FOR RECORD
KANE COUNTY, ILL.

2000 FEB 14 PM 1:15

Lynda M. Quinn
RECORDER

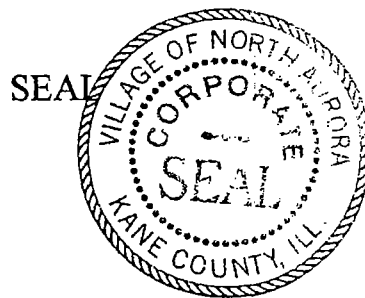
I, Carole Kerr, in my capacity as Village Clerk for the Village of North Aurora, Kane County, Illinois do hereby certify that the annexed is a true and correct copy of:

BOUNDARY AGREEMENT – VILLAGE OF NORTH AURORA/CITY OF AURORA.

ORDINANCE NO. 99-12-20-01 – AN ORDINANCE AUTHORIZING THE EXECUTION OF A JURISDICTIONAL BOUNDARY LINE AGREEMENT AND AN INTERGOVERNMENTAL WATER AGREEMENT WITH THE CITY OF AURORA.

As it appears in the records of the Village of North Aurora, Kane County, Illinois, of which records I am the custodian.

Carole Kerr
Carole Kerr, Village Clerk



PREPARED BY:
ATTY. G.X. DRENDEL
201 HOUSTON
BATAVIA, ILLINOIS 60510

POOR ORIGINAL
Recorder Not Responsible
For Reproductions

Chg. 29th

RETURN TO:
L. MITCHELL
VILLAGE OF NORTH AURORA
25 E. STATE ST.
NORTH AURORA, IL 60152

2000 K 0 1 1 0 4 4

(18)

ORDINANCE NO. 99-12-20-01

AN ORDINANCE AUTHORIZING THE EXECUTION OF
A JURISDICTIONAL BOUNDARY LINE AGREEMENT
AND AN INTERGOVERNMENTAL WATER AGREEMENT
WITH THE CITY OF AURORA

WHEREAS, the City of Aurora (herein "Aurora") and the Village of North Aurora (herein "North Aurora") have negotiated the terms of a jurisdictional boundary line; and

WHEREAS, both communities desire to enter into a formal agreement setting such jurisdictional boundary line; and

WHEREAS, in arriving at such Agreement the corporate authorities gave consideration to the natural flow of storm water drainage and included all of any single tract having common ownership within the jurisdiction of one municipality; and

WHEREAS, the existence of such jurisdictional boundary line will aid in maintaining harmonious relations between the two municipalities, will promote the orderly development of lands lying between such municipalities and will further the respective Comprehensive Plans of each municipality; and

WHEREAS, both municipalities find that it is in the best interests of their respective residents to create such jurisdictional boundary line.

WHEREAS, Aurora and North Aurora also desire to enter into an Intergovernmental Water Agreement as an incident to the jurisdictional boundary line agreement wherein North Aurora will sell water to Aurora to serve a portion of Aurora's property which is adjacent to North Aurora.

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

1. The Jurisdictional Boundary Line Agreement with the City of Aurora attached hereto, marked Exhibit "A" and fully incorporated herein is approved and adopted by the Village of North Aurora including the Intergovernmental Water Agreement which is attached thereto as Exhibit "B".
2. The President of the Village of North Aurora and the Village Clerk, in their respective capacities, are ordered, authorized and directed to execute the Jurisdictional Boundary Line Agreement and the Intergovernmental Water Agreement for and on behalf of the Village of North Aurora.
3. The Village Clerk shall certify the Jurisdictional Boundary Line Agreement as to its adoption and cause the same to be filed with the Kane County Recorder and make such Agreement available in the office of the North Aurora Village Clerk.

4. The legal description set forth in the Jurisdictional Boundary Line Agreement is specifically affirmed, approved and incorporated herein.

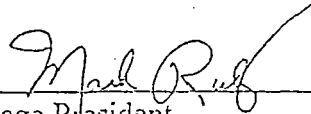
5. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 20th day of December, 1999, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 20th day of December, 1999, A.D.

John Hansen	<u>Yea</u>	David Lunardini	<u>Yea</u>
Barbara Erickson	<u>Yea</u>	Allan Broholm	<u>Yea</u>
Max Herwig	<u>Yea</u>	Joyce Heiss	<u>Yea</u>

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 20th day of December, _____, A.D.

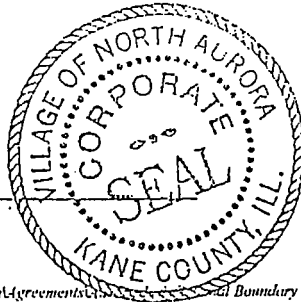


Village President

ATTEST:



Village Clerk



R:\Secretary\Clients - Municipal\Village of North Aurora\Agreements\Boundary Line Agreement\Ordinance Auth Execution of Agreement with City of Aurora.wpd 12/20/99

AN ORDINANCE AUTHORIZING A BOUNDARY AGREEMENT AND RELATED
WATER AGREEMENT WITH THE VILLAGE OF NORTH AURORA

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 Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Article VII, Section 10 of the Illinois State Constitution (1970) provide for the sharing and joint exercise of powers, privileges and authority that may be exercised by participating public agencies; and

WHEREAS, the Village of North Aurora (the "Village") has conferred with and agreed with the City, to enter into a Jurisdictional Boundary Line Agreement and related Intergovernmental Water Agreement attached thereto and incorporated therein, in part to establish the territorial jurisdiction of each municipality for planning purposes, and in part to serve territory recently annexed by the City for the Bricks development, under City Ordinance No. 099-39, approved June 1, 1999, with water utility supply, all pursuant to annexation agreement for that development, and as provided by law.

WHEREAS, the Village and the City have reached agreement as to the terms within which the Village will supply water to the City for further supply to such development, and the Village has requested the City to enter into a comprehensive solution as more fully detailed in the Jurisdictional Boundary Line Agreement and related incorporated Intergovernmental Water Agreement attached hereto and made a part hereof.

WHEREAS, AURORA and NORTH AURORA, by this Agreement, seek to devise and implement a comprehensive and coordinated approach to the development of said territories; and

WHEREAS, AURORA and NORTH AURORA have adopted Official Comprehensive Plans; and

WHEREAS, in arriving at this Agreement both corporate authorities have given consideration to planning concepts, and to the natural flow of storm water drainage and, when practicable, have included all of any single tract having common ownership within the jurisdiction of the same corporate authority; and

WHEREAS, NORTH AURORA is in the process of negotiating permission for and the construction of a bicycle pathway within a portion of the Commonwealth Edison power line right-of-way which lies west of Orchard Road and north of the Illinois State Toll Highway.

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 NORTH AURORA as follows:

1. The recitals set forth above are deemed a part of this Agreement and are fully incorporated herein.
2. AURORA shall have jurisdiction south of and NORTH AURORA shall have jurisdiction north of a jurisdictional boundary line for municipal governmental planning, zoning, subdivision control and other municipal purposes which line in major part is depicted on the map marked Exhibit A-1 attached hereto and incorporated herein, and is further described on Exhibit A-2 attached hereto and incorporated herein.

5

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Aurora, Illinois, as follows:

Section One: That the Jurisdictional Boundary Line agreement and related incorporated Intergovernmental Water Agreement by and between the City of Aurora and the Village of North Aurora, be and is hereby approved and the Mayor and City clerk are hereby authorized to execute same.

Section Two: That the City Clerk of the City of Aurora be and is hereby authorized and directed to file with the Kane County Clerk and record with the Kane County Recorder of Deeds a certified copy of this Ordinance, and incorporated Agreements, together with an accurate map of the territory affected.

Section Three: That this ordinance shall be in full force and effect, and shall be controlling, upon its passage and approval.

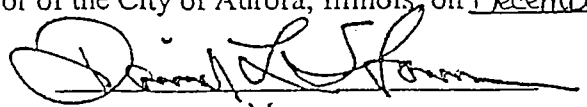
Section Four: That all ordinances or parts of ordinances thereof in conflict herewith are hereby repealed to the extent of any such conflict.

Section Five: That any Section or provision of this ordinance that is construed to be invalid or void shall not affect the remaining Sections or provisions which shall remain in full force and effect thereafter.

PASSED by the City Council of the City of Aurora, Illinois, on December 28, 1999

AYES 8 NAYES 0

APPROVED AND SIGNED by the Mayor of the City of Aurora, Illinois, on December 28, 1999


Mayor

ATTEST:


City Clerk

City of Aurora Law Department
44 East Downer Place
Aurora, IL 60507

2000 X 011044

6

JURISDICTIONAL BOUNDARY LINE AGREEMENT

THIS JURISDICTIONAL BOUNDARY LINE AGREEMENT is entered into this 28th day of December, 1999, by and between the CITY OF AURORA, a Home Rule Municipal Corporation (hereinafter "AURORA") and the VILLAGE OF NORTH AURORA, a Municipal Corporation (hereinafter "NORTH AURORA"), as follows:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, pursuant to 65 ILCS 5/11-12-9, municipalities may enter into a boundary agreement for a term not to exceed twenty years; and

WHEREAS, AURORA and NORTH AURORA are contiguous to one another at numerous locations, but there are a significant number of unincorporated areas lying between or adjacent to the communities; and

WHEREAS, a comprehensive approach to the development of said unincorporated territories will benefit both corporate authorities and their residents by increasing the tax base, creating job opportunities and otherwise enhancing the economic prospects of the region; and

WHEREAS, AURORA and NORTH AURORA believe and hereby declare that a comprehensive and coordinated approach to development of said territories is in their mutual best interests and those of their residents; and

WHEREAS, AURORA and NORTH AURORA, by this Agreement, seek to devise and implement a comprehensive and coordinated approach to the development of said territories; and

WHEREAS, AURORA and NORTH AURORA have adopted Official Comprehensive Plans; and

WHEREAS, in arriving at this Agreement both corporate authorities have given consideration to planning concepts, and to the natural flow of storm water drainage and, when practicable, have included all of any single tract having common ownership within the jurisdiction of the same corporate authority; and

WHEREAS, NORTH AURORA is in the process of negotiating permission for and the construction of a bicycle pathway within a portion of the Commonwealth Edison power line right-of-way which lies west of Orchard Road and north of the Illinois State Toll Highway.

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 NORTH AURORA as follows:

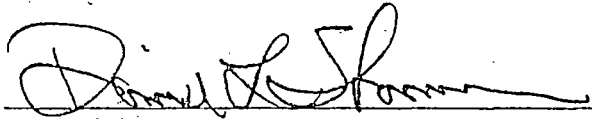
1. The recitals set forth above are deemed a part of this Agreement and are fully incorporated herein.
2. AURORA shall have jurisdiction south of and NORTH AURORA shall have jurisdiction north of a jurisdictional boundary line for municipal governmental planning, zoning, subdivision control and other municipal purposes which line in major part is depicted on the map marked Exhibit A-1 attached hereto and incorporated herein, and is further described on Exhibit A-2 attached hereto and incorporated herein.

3. The parties shall not attempt to exercise municipal authority by annexing, disconnecting, 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.
4. NORTH AURORA shall supply water to AURORA for a resale by AURORA in the following described property only: The territory marked on Exhibit A-1 and identified therein as "Aurora Development Property." The sale of water by NORTH AURORA hereunder and the purchase of such water by AURORA shall be governed by the terms of an Intergovernmental Water Agreement which is marked Exhibit B and is attached hereto. Such Agreement is deemed by both parties to be an integral term of this Jurisdictional Boundary Line Agreement.
5. AURORA does not intend to permit any residential zoning or residential uses north of Interstate 88 and west of Orchard Road at this time.
6. Development information and required documentation therefor regarding planning and development within territory of one Municipality, but lying adjacent to the other Municipality, shall be submitted for cooperative and informative purposes to such other Municipality, to better facilitate the communication of the Municipalities and their developers.
7. The term of this Agreement shall be twenty (20) years.
8. The parties deem each clause, paragraph, and undertaking herein to be severable and the application of this Agreement to any individual landowner to likewise be severable. Therefore, the parties 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 parties, and the rest of this Agreement and its application to landowners shall remain in full force and effect.

9. This Agreement may be signed in counterparts, each of which need not contain the signatures of more than one party, and all of such counterparts together shall constitute the Agreement.
10. The respective municipal authorities intend by this Agreement to bind themselves and their successors to the fullest, lawful extent. This Agreement shall be in full force and effect from and after its signing and the filing of certified copies thereof in the Office of the Recorder of Deeds, Kane County, Illinois. This Agreement is signed by the respective municipal officers pursuant to Ordinance duly and properly passed, authorizing the execution of this Agreement.

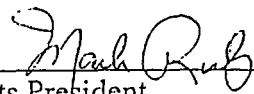
CITY OF AURORA,
a Municipal corporation,

By 
Its Mayor

ATTEST:


City Clerk

VILLAGE OF NORTH AURORA,
a Municipal corporation,

By 
Its President

ATTEST:


Village Clerk

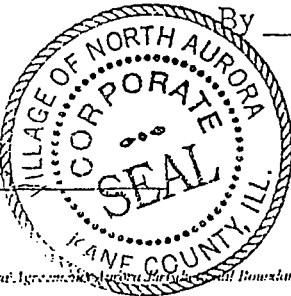


EXHIBIT B

INTERGOVERNMENTAL WATER AGREEMENT

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq. authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law and to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, this Intergovernmental Agreement is entered into contemporaneous with and as an essential part of a Jurisdictional Boundary Line Agreement between the Village of North Aurora (herein "North Aurora") and the City of Aurora (herein "Aurora"); and

WHEREAS, the purpose of this Intergovernmental Agreement is to optimize the water resources presently in place to serve the area (herein "Aurora Development Property") identified on Exhibit B-1 which is attached hereto and to minimize the duplication of costs by the extension of similar water facilities into such area; and

WHEREAS, the terms of this Agreement and the Jurisdictional Boundary Line Agreement mutually and substantially benefit the tax payers, residents and citizens of both communities; and

WHEREAS, North Aurora has constructed and has in place water mains at two locations which can service the Aurora Development Property and is willing to allow such water mains to be extended to the frontage of the Aurora Development Property and to serve such property; and

WHEREAS, Aurora is willing to purchase water supply from North Aurora for resale in the Aurora Development Property in accordance with the terms of this Agreement; and

WHEREAS, both authorities have passed Ordinances authorizing the execution of the Jurisdictional Boundary Line Agreement of which this Agreement is an exhibit.

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

2000 K 0 1 1 0 4 4

1. North Aurora shall sell potable water to Aurora for resale by Aurora and use in the Aurora Development Property only at a uniformly applied rate which neither exceeds one hundred and fifty percent (150%) of the North Aurora water usage rates for water sold within North Aurora from time to time nor eighty-five percent (85%) of Aurora's water usage rates for water sold within Aurora from time to time (neither computation to include sanitary sewer service rates or additional or supplemental charges.)

2. Notwithstanding the provisions of Paragraph 1 herein, North Aurora may increase such water usage rate for the water sold to Aurora herein so long as such increased rates are calculated on those rates uniformly applied within North Aurora, and are solely related to potential remediation or change to North Aurora's water system as a result of the alleged existence of radium within North Aurora's water system or for any other cost incurred by North Aurora by reason of a mandate or requirement imposed on the Village and other governments relating to health, safety and welfare by either the United States of America or the State of Illinois or any of each of their agencies. Such change of rate shall not become effective until sixty (60) days following North Aurora's written notice to Aurora of such changes; and in no case shall any rate be greater than 100% of Aurora's water usage rates.

3. Aurora represents that the Aurora Development Property will be zoned and used only for office research, light industrial and mixed commercial uses. Based upon such representation, North Aurora shall be required to deliver not to exceed one thousand two hundred (1,200) gallons per acre per day to the Aurora Development Property, as well as meeting fire flow requirements of not greater than three thousand five hundred (3,500) gallons per minute.

4. North Aurora shall be solely responsible for the design, engineering and construction for extending the water mains from their present location as follows:

- (a) a twelve inch (12") water main is stubbed in the area of the west right-of-way of Orchard Road at the Commonwealth Edison property, and shall be extended by North Aurora directly west (approximately three hundred fifty [350'] feet) to the Aurora

Development Property at Deerpath Road and the Commonwealth Edison right-of-way per the attached exhibit which is identified as Exhibit B-2.

- (b) a ten inch (10") water main is stubbed at the west right-of-way of Orchard Road parallel to the south lot line of Lot 3 of the Auto Mall subdivision being the property presently occupied by Fox Valley Ford and shall be extended as a 12-inch line directly south approximately five hundred (500') feet to the Aurora corporate limits at the east side of the Aurora Development Property per the attached Exhibit B-2. Aurora shall have such responsibilities for further water main extensions therefrom, and shall own and maintain mains from such points onward.

5. Two metering stations shall be constructed at the cost of Aurora or developers within the Aurora Development Property which shall be designed to Village specifications. North Aurora shall own and maintain the water meters located within the metering stations and shall have the right of access for purposes of reading and maintaining such meters.

6. Although a portion of the Aurora Development Property is potentially subject to a recapture payment because such land is benefitted by the recent construction of North Aurora water facilities designed and intended to serve such property, North Aurora waives any right, title or claim to recapture and reimbursement from the Aurora Development Property. However, North Aurora shall be entitled to receive its usual, reasonable and customary connection fees from all water users within the Aurora Development Property. Such charges shall not exceed charges made to developments within the Village of North Aurora. Water users in the Aurora Development Property shall pay the North Aurora connection fee before Aurora issues its building permit with the parties following the same procedures as presently used by both cities in reference to the payment of fees to the Fox Metro Water Reclamation District. However, customary Aurora water billing including drainage charges, availability fees, tap fees and meter fees shall apply to the Aurora Development Property.


7. All water lines extended hereunder shall be owned, maintained, replaced and restored by Aurora or developers within the Aurora Development Property. North Aurora shall have no ownership rights in such water lines nor any duty to construct, maintain, replace or restore such lines and no right to come upon any right-of-way or private property for any purpose whatever without permission of Aurora or the private landowner, excepting reasonable reading of North Aurora meters at the two metering stations hereunder.

8. The term of this Agreement shall be twenty (20) years.

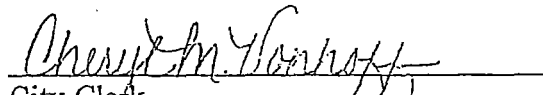
9. The communities shall cooperate with one another, to have their respective staffs meet, from time to time as may be necessary, and to have their respective staffs consult and cooperate with respect to the terms of this Agreement and the administration thereof.

10. The parties hereto intend to bind themselves and their successors to the fullest lawful extent. This Agreement shall be in full force and effect from and after its signing. This Agreement is signed by the respective municipal officers pursuant to ordinance duly and properly passed, authorizing the execution of the Agreement.

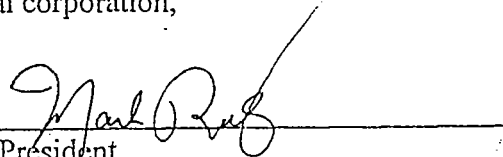
CITY OF AURORA,
a Municipal corporation,

By 
Its Mayor


ATTEST:

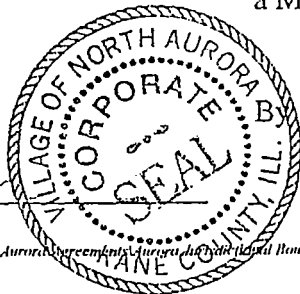

City Clerk

VILLAGE OF NORTH AURORA,
a Municipal corporation,


Its President

ATTEST:


Village Clerk



R:\Secretary\Clients - Municipal\Village of North Aurora\Agreements\Aurora\North Aurora Local Boundary Line Agreement\Intergovernmental Water Agreement (Exhibit 10) revised 12-20-99.wpd 12/20/99

14

NORTH AURORA / AURORA BOUNDARY LINE (12/15/99)

NORTH AURORA

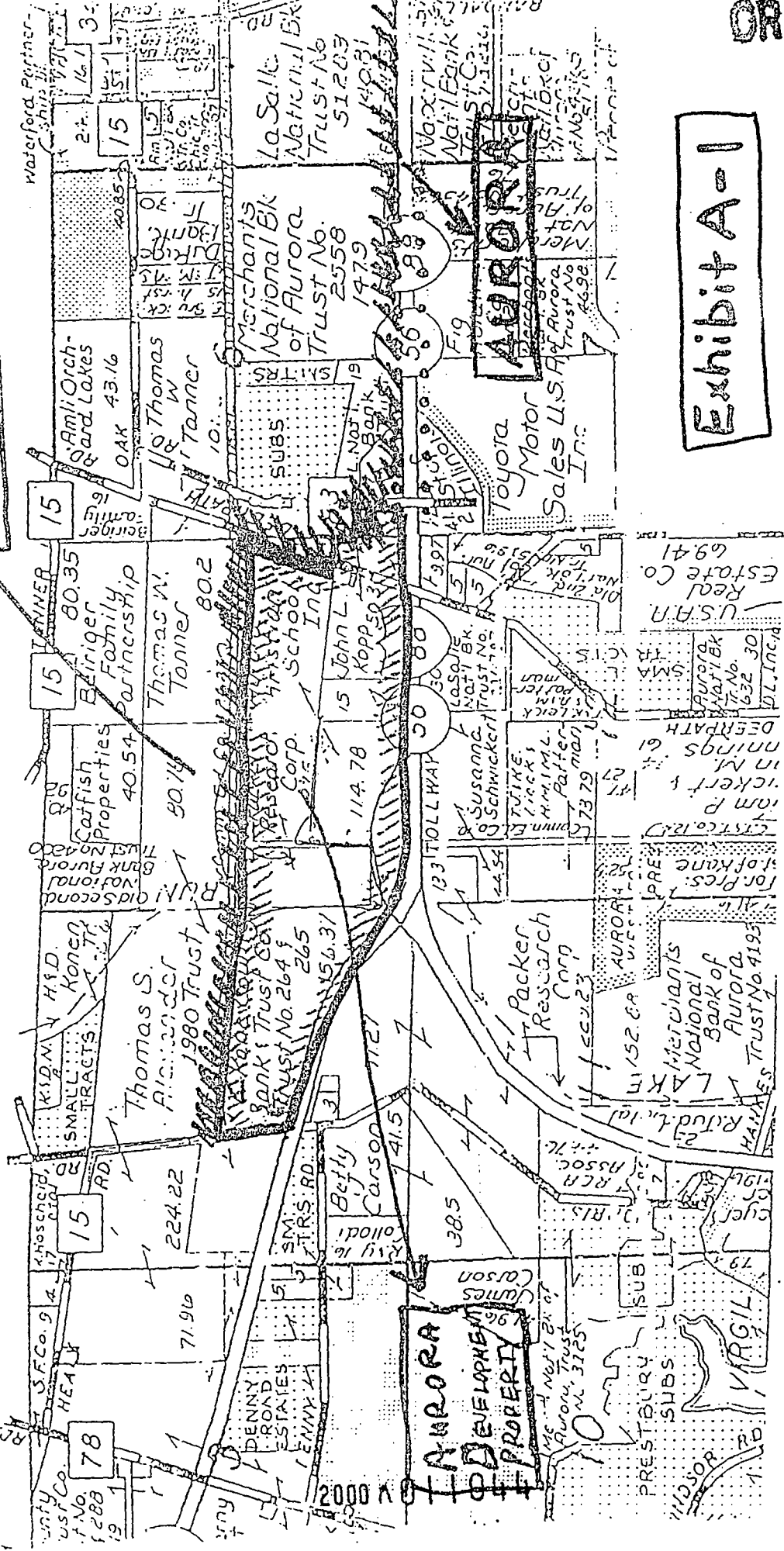
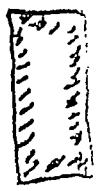


Exhibit A-1

123 TOLLWAY → EAST OF ORCHARD AND ORCHARD / DEERPATH TO NORRIS
"BOUNDARY LINE"

KEY
→ AURORA DEVELOPMENT PROPERTY



5

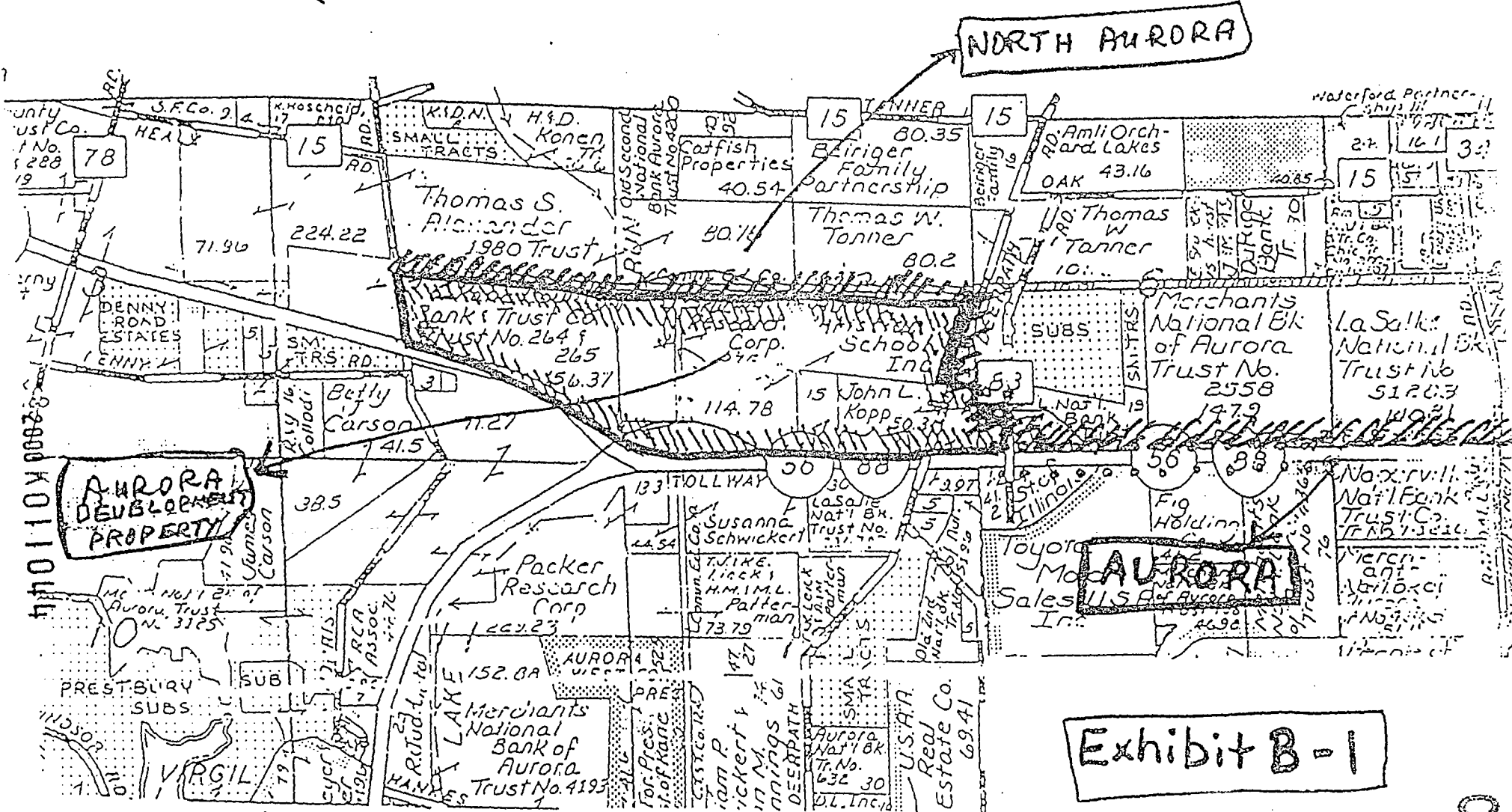
EXHIBIT A-2

A line running along Mitchell-Hart Road from the municipal limits of the City of Batavia, south past Illinois Route 56 to the north line of Interstate 88, west along such north line to the west right-of-way line of Illinois Route 25, south along such west line to the south line of two parcels of land presently in the North Aurora municipal limits being 15-10-26-001 and 15-10-26-003, then west along said southernmost line of Parcel No. 15-10-26-003, to the east bank of the Fox River, north along the east bank of the Fox River to a point on the north line of the planned right-of-way extension of Sullivan Road, west across the Fox River along the north line of the Sullivan Road right-of-way to the west line of the right-of-way of Evergreen Drive, north along such west line to the north boundary of the Beau Ridge Subdivision, west along said Subdivision north boundary and the Landmark Industrial Park northerly line to the east boundary of Exhibition View Subdivision, north along the east line of Exhibition View Subdivision to the north line of Interstate 88, west to the north right-of-way of the Orchard Road interchange, then north along the west right-of-way line of Orchard Road to the northeast corner of Parcel No. 14-01-400-013, being the Bricks development annexed by Aurora on June 1, 1999, then west along the north line of such development to the west right-of-way line of Deerpath Road, north along the west right-of-way line of Deerpath Road to the south line of the Commonwealth Edison utility transmission power line, west along said line extended to the Section line dividing Sections 1 and 2 in Sugar Grove Township; then north along such Section line to the northeast corner of Parcel No. 14-02-400-07; then west along the line dividing such parcel from Parcel No. 14-02-200-003, to Parcel No. 14-02-200-004; then continuing northwest along the line dividing Parcel Nos. 14-02-200-004 and 14-02-100-005 from 14-02-200-003 and 14-02-100-003, to the west right-of-way of Norris Road.

NORTH AURORA / AURORA BOUNDARY

12/15/99

(WATER AGREEMENT EXHIBIT)

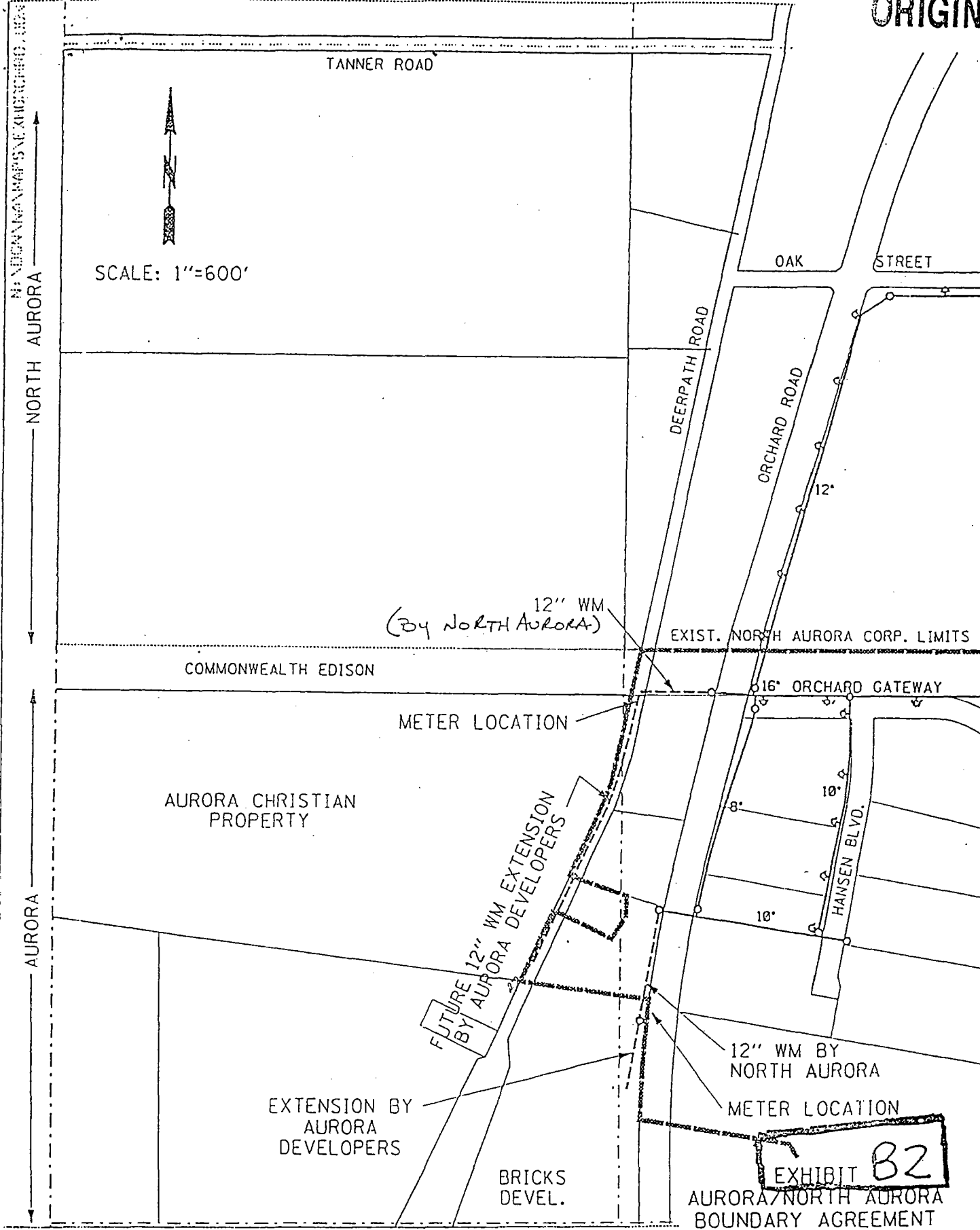


KEY {

▨▨▨▨ → EAST OF ORCHARD AND ORCHARD/DEERPATH TO NORRIS
"BOUNDARY LINE"

▨▨▨▨ → AURORA DEVELOPMENT PROPERTY

ORIGINAL



NORTH AURORA
 AURORA

SCALE: 1"=600'



TANNER ROAD

OAK STREET

DEERPETH ROAD

ORCHARD ROAD

12"

12" WM
(BY NORTH AURORA)

EXIST. NORTH AURORA CORP. LIMITS

COMMONWEALTH EDISON

16" ORCHARD GATEWAY

METER LOCATION

AURORA CHRISTIAN PROPERTY

8"

HANSEN BLVD.

10"

10"

FUTURE 12" WM EXTENSION
BY AURORA DEVELOPERS

12" WM BY
NORTH AURORA

EXTENSION BY
AURORA
DEVELOPERS

METER LOCATION

BRICKS
DEVEL.

EXHIBIT B2

AURORA/NORTH AURORA
BOUNDARY AGREEMENT

08 DEC 1999

I-88 EAST- WEST TOLLWAY 2000 K011044


REMPE-SHARPE
 CONSULTING ENGINEERS
 R. P.D.F. LICENSE NO. 184-000895
 324 WEST STATE STREET - GENEVA, ILLINOIS 60134
 Telephone (630) 232-0827 - Fax (630) 232-1828