

2015 ADDENDUM TO THE JURISDICTIONAL BOUNDARY LINE AGREEMENT

This 2015 Addendum to the Jurisdictional Boundary Line Agreement, hereinafter referred to as "ADDENDUM", is made and entered into as of this ____ day of _____, 2015, by and between the VILLAGE OF NORTH AURORA, ILLINOIS, a municipal corporation, hereinafter referred to as "NORTH AURORA", and the CITY OF AURORA, ILLINOIS, a municipal corporation, hereinafter referred to as "AURORA."

RECITALS

WHEREAS, NORTH AURORA and AURORA entered into a Jurisdictional Boundary Line Agreement on December 28, 1999, (hereinafter referred to as "Boundary Agreement") as authorized by Ordinances No. 99-12-20-01, signed by both parties and recorded as document number 2000K006661, and

WHEREAS, the Boundary Agreement incorporated an Intergovernmental Water Agreement providing for North Aurora to supply water to property in AURORA west of Deerpath Road (hereinafter referred to as the "Water Agreement") that contemplated the progression of Aurora Development to begin with the "Bricks" development immediately north of I-88; and

WHEREAS, the "Bricks" property has not developed, and AURORA desires to develop certain property directly west of Deerpath road with light industrial and office in keeping with the Boundary Agreement and Water Agreement; and

WHEREAS, only one of the two (2) metering stations contemplated in the Water Agreement has been constructed, the second (2nd) metering station identified in the Water Agreement is not beneficial or necessary for the current development, but another connection is needed; and

WHEREAS, the parties previously discussed, but did not finalize, an agreement to provide an emergency interconnect in the area of Mitchell Road and the I-88 Toll Highway; and

WHEREAS, in accordance with the spirit of cooperation and to promote mutually beneficial water planning and back-up support, AURORA shall permit a water system interconnect located just east of Mitchell Road and south of Illinois Route 56 with the details to be agreed by the parties.

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 2015 ADDENDUM and are fully incorporated herein.
2. NORTH AURORA hereby agrees to allow AURORA, at its own cost, another (third) non-metered ten inch (10") water connection with a pressure reducing valve and check valve from NORTH AURORA'S main, to serve as emergency interconnect for the development west of Deerpath Road intended to enhance the first metered connection to provide the 3500 GPM required for the development's fire flows. This emergency interconnect at Deerpath will provide a second connection in the event that a watermain break occurs between the existing meter vault and Orchard Road. All watermain from the valve west of Deerpath Road right-of-way line shall be the maintenance responsibility of AURORA.
3. This Addendum does not eliminate the second (2nd) metered connection at the Bricks property that may be constructed at AURORA'S discretion pursuant to the Water Agreement at some time in the future.

4. The parties hereby also agree to an emergency interconnect to benefit NORTH AURORA on AURORA'S main at Mitchell Road, when/if NORTH AURORA chooses to go forward with that interconnect on the following terms:
- a. All engineering, permitting, construction and maintenance cost shall be the responsibility of NORTH AURORA;
 - b. AURORA to provide all review and inspections;
 - c. In the event that one of the Municipalities makes a determination that an emergency exists because of a temporary water loss or shortage that jeopardizes the health, safety and welfare of its residents, then the Municipality may contact the City/Village Administrator, or like position, or his/her designee (i.e., the Public Works Director or Superintendent of the Water Department) of the other Municipality to request opening of the valve. The decision as to whether the valve shall be opened shall be reserved exclusively to the Municipality that will be providing its water to the other Municipality; however, permission to open the valve shall be granted unless the Municipality that would provide the water determines that supplying such water to the other Municipality may jeopardize its ability to adequately supply water to its own residents. In any event, the valve shall not be opened without prior notice to and consent from the Municipality that would be supplying the water.
 - d. In the event the interconnection valve is opened, it shall remain open as long as necessary, or until a determination is made by the Municipality providing the water that it is necessary to close the valve in order to avoid jeopardizing its provision of water service to its own residents. If the Municipality providing the water determines that the valve must be closed to avoid jeopardizing the provisions of water service to its own residents, that Municipality shall give notice of its intent to shut the valve before doing so.
 - e. Such other details and terms as the parties agree at that time.

IN WITNESS WHEREOF, NORTH AURORA and AURORA have entered into this 2015 ADDENDUM effective as of the date first set forth above.

CITY OF AURORA,
a Municipal corporation,

By _____
Thomas Weisner, Its Mayor

ATTEST:

Wendy McCambridge, City Clerk

VILLAGE OF NORTH AURORA,
a Municipal corporation,

By _____
Dale Berman, Its President

ATTEST:

Lori Murray, Village Clerk