



City of Aurora

44 E. Downer Place. Aurora, Illinois 60507-2067

2002000026135
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
10-30-2002 At 07:50 am.
ORDINANCE 24.00

CHERYL VONHOFF
City Clerk

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

CERTIFICATE

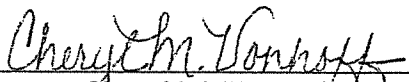
I, Cheryl M. Vonhoff, DO HEREBY CERTIFY THAT I am the City Clerk of the City of Aurora, Kane, DuPage, Kendall and Will Counties, Illinois and, as such officer, I have the lawful power and duty to keep a record of all proceedings of the City Council of said City, and of all Ordinances and Resolutions 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:

O02-89
ORDINANCE AUTHORIZING A BOUNDARY AGREEMENT BETWEEN THE
CITY OF AURORA AND THE VILLAGE OF OSWEGO

which was approved on August 27, 2002, is now on file in my office and that the proceedings of the City Council of said City at the meeting duly called and held on August 27, 2002 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 14th day of October, 2002..


Cheryl M. Vonhoff
City Clerk
City of Aurora, Illinois

(SEAL)

PREPARED BY AND RETURN TO:
CITY CLERK'S OFFICE
CITY OF AURORA
44 E. DOWNER PL.
AURORA, IL 60507



City of Aurora

44 E. Downer Place, Aurora, Illinois 60507-2067

2002K139562

FILED FOR RECORD
KANE COUNTY, IL

2007 OCT 29 PM 2:

CHERYL VONHOFF
City Clerk

Sandy Wegm
RECORDER

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

CERTIFICATE

I, Cheryl M. Vonhoff, 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:

002-89
ORDINANCE AUTHORIZING A BOUNDARY AGREEMENT BETWEEN THE
CITY OF AURORA AND THE VILLAGE OF OSWEGO

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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 14th day of October, 2002.

Cheryl M. Vonhoff

Cheryl M. Vonhoff
City Clerk
City of Aurora, Illinois

(SEAL)

PREPARED BY AND RETURN TO:
CITY CLERK'S OFFICE
CITY OF AURORA
44 E. DOWNER PL.
AURORA, IL 60507
*cuo
2/1/02*

ORIGINAL

200200026135
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
10-30-2002 At 07:50 am.
ORDINANCE 24.00



CITY OF AURORA
CITY COUNCIL

ORDINANCE NO. 002-89
DATE OF PASSAGE Aug. 27, 2002

PETITIONER: The City of Aurora and The Village of Oswego

**AN ORDINANCE AUTHORIZING A BOUNDARY AGREEMENT
BETWEEN THE CITY OF AURORA AND THE VILLAGE OF OSWEGO**

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 Illinois Municipal Code, 65 ILCS 5/11-12-9 (1992), 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 also provide that each municipality shall not annex territory which lies within the jurisdiction of the other municipality, as established by such line; and

WHEREAS, the City of Aurora and the Village of Oswego (the "Parties:") have adopted official plans; and

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, the Parties desire to include in such Agreement certain specific provisions relating to the improvement of roadways named therein; and

WHEREAS, the Parties desire to enter into 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 spirit of cooperation which will be in the best interests of both communities; and

WHEREAS, it is in the best interests of the City of Aurora that said Agreement be entered into; and

WHEREAS, the City Council of the City of Aurora, after due investigation and consideration, has determined that entering into the Agreement will serve the public good, benefit the City of Aurora and be compatible with the future development of the City of Aurora;

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

Section One: That the City Council hereby finds as fact all of the recitals contained in the preamble of this Ordinance.

Section Two: That the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, that certain Boundary Agreement between the City of Aurora and the Village of Oswego, a copy of which is attached hereto and made a part hereof.

Section Three: That this Ordinance is adopted pursuant to the provisions hereinbefore set forth; provided, however, that pursuant to Article VII, Section 6, of the Illinois Constitution of 1970, and limitation of said statutory provision which is in conflict with this Ordinance, or in conflict with any provision of the attached Boundary Agreement, is not applicable to said Ordinance or said Agreement to the extent of any such conflict and to the extent not otherwise preempted by law.

Section Four: That the City Clerk be and is hereby directed to file a certified copy of this Ordinance and attached Agreement, after execution by all parties, with the Recorder's Office in Will and Kendall Counties, and to make available for public inspection in the Clerk's Office three (3) copies of the executed Agreement.

Section Five: That this Ordinance shall be in full force and effect upon its passage and approval; and the attached Agreement shall become effective after certified copies of this Ordinance and Agreement have been filed for record as provided for in Section Four of this Ordinance and as further provided by law.

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

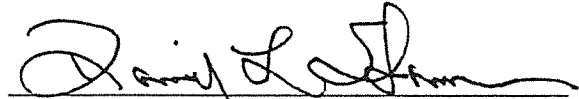
Section Seven: That any Section or provision of this Ordinance that is construed to be invalid or void shall not affect the remaining Sections or provisions which shall remain in full force and effect thereafter.

PASSED by the City Council of the City of Aurora, Illinois, on August 27, 2002.

AYES 10 NAYS 0

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

August 27, 2002.



Mayor

ATTEST:

Cheryl M. Vonhoff by
City Clerk
Dariene Gardner, Deputy City Clerk
City of Aurora Community Development Department
44 E. Downer Place
Aurora, Illinois 60507
(630) 844-3627

**BOUNDARY AGREEMENT BETWEEN THE
VILLAGE OF OSWEGO AND THE CITY OF AURORA**

This Agreement is entered into by and between the Village of Oswego, Kendall County, Illinois, hereinafter referred to as "Oswego," and the City of Aurora, Kane, DuPage, Will and Kendall Counties (a home-rule municipality) hereinafter referred to as "Aurora."

WHEREAS, developments underway or in various stages of planning are creating unusual growth opportunities between Oswego and Aurora; and

WHEREAS, Oswego and Aurora realize that current plans and opportunities for development will be accompanied by significantly higher demands for transportation services, governmental police power services, utility services and other municipal services and financial commitments to meet the necessities of service; and

WHEREAS, Oswego and Aurora recognize that the land lying between their present municipal boundaries is a rapidly developing area in which problems related to open space preservation, flood control, population density, joint operation of public facilities, ecological and economic impact and multipurpose developments are ever increasing both in number and complexity; and

WHEREAS, Oswego and Aurora recognize the need and desirability to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois provides for intergovernmental cooperation and 65 ILCS 5/11-12-9 provides for boundary agreements between municipalities;

WHEREAS, Oswego and Aurora have authorized the execution of this Agreement, and that copies of this Agreement, certified as to adoption by the municipal clerks of the respective municipalities, shall be filed in the recorder's office of the county in which the land is located and made available at the office of the municipal clerk of each agreeing municipality;

NOW, THEREFORE, upon the consideration of the mutual promises contained herein, it is hereby agreed between Oswego and Aurora, as follows:

1. **Boundary Line.** The jurisdictional boundary line between the two municipalities shall be as follows: beginning approximately 600 feet east of the intersection of Route 34 (Ogden Avenue) and Route 30 at the Virgil Gilman Nature Trail (being in the abandoned Elgin, Joliet and Eastern Railway Company right-of-way), then southeasterly along the centerline of said trail approximately 4,700 feet to the south edge of the Commonwealth Edison right-of-way and then to a point east approximately 1,500 feet and then south from that point 1,400 feet passing through a point intersecting the easternmost boundary of the eastern extension of Gastville Avenue and then from the point 1,400 feet south of the Commonwealth Edison right-of-way west to the centerline of the Virgil Gilman Trail, and then southeasterly along the centerline of said Virgil Gilman Trail approximately 3,850 feet to the centerline of Oswego Road (Wolfs Crossing), and then approximately 250 feet westerly to the centerline of U.S. Route 30, and then southeasterly along said centerline approximately 6,600 feet to the intersection of 111th Street, then easterly along the southern right-of-way of 111th Street to the abandoned Elgin, Joliet and Eastern Railroad right-of-way.

Attached hereto and made a part hereof as Exhibit A is a map designating said boundary line.

2. **Non-annexation of Territory Within the Jurisdiction of Other Municipality.** Oswego and Aurora agree that neither municipality shall annex territory that lies within the jurisdiction of the other municipality as established by the boundary line, nor shall either municipality exercise or attempt to exercise or enforce any zoning, subdivision control, official map, or other municipal authority or ordinances, except as provided in this Agreement.
3. **May File Written Protest.** Nothing in this Agreement shall be construed so as to limit or adversely affect the right of either municipality to file a written protest or objection to proposed zoning changes in the case of unincorporated land lying within one and one half miles of the limits of either municipality with the county clerk of the county asserting zoning jurisdiction over the land in question. 55 ILCS 5/5-12014(b); 55 ILCS 5/5-12009.5.
4. **Not Affect Any Other Municipality.** This Agreement applies only to the boundary between Oswego and Aurora and nothing herein shall be used or construed to affect, support, bind or invalidate boundary claims of either Oswego or Aurora insofar as they affect any municipality which is not a party to this Agreement.

5. **WIKADUKE Trail.** Oswego and Aurora recognize the importance of the WIKADUKE Trail as a major north-south roadway. Both parties acknowledge that the current alignment of the WIKADUKE Trail is as recorded on the affected properties (as per the WIKADUKE Study) and each shall make reasonable accommodation for its extension in its future planning efforts. The parties agree to its alignment at the intersection of the two communities at Route 30.
6. **Route 30 Improvement Plan.** Oswego and Aurora agree to jointly approve a Route 30 Improvement Plan, such plan to be drafted as a collaborative effort by both municipalities. Such Improvement Plan shall include streetscape and corridor standards and design guidelines as well as land use designations. Both municipalities shall designate representatives to meet within ninety (90) days of the date of approval of this Agreement to formulate an Improvement Plan to be presented for review and subsequent approval by both municipalities within six (6) months of the date of approval this Agreement. The Plan as initially approved may be amended from time to time as the parties deem appropriate so as to reflect growth and development along Route 30. The Plan shall be advisory as to both municipalities but each municipality agrees to adopt the principles included within the Improvement Plan as part of their zoning, subdivision and building codes.
7. **“Future 95th Street.”** Aurora shall, within forty-five (45) days of approval of this Agreement, dedicate that portion of land commonly known as “future 95th Street,” extending east from Route 30 approximately 500 feet, as a public right-of-way. This right-of-way shall be within Oswego’s municipal limits but shall be subject to the following terms and conditions:
 - a. Oswego shall not vacate said right-of-way and shall use its best planning efforts for future access points within said section of right-of-way to provide for its future as a major east-west roadway.
 - b. Oswego further agrees that the actual alignment, cross section and construction timing shall be similar to that portion of future 95th Street to the east.
 - c. Aurora agrees for the future 95th Street right-of-way to maintain jurisdictional control over said right-of-way, including construction, maintenance and police enforcement. Oswego shall not be responsible for construction or maintenance of “future 95th Street.”

- d. Jurisdictional control by Aurora shall begin at such time as said future 95th Street is constructed and is physically connected to Farnsworth Avenue to the east, thereby becoming an interconnecting street within Aurora's roadway network.
8. **Notice of Proposed Changes in Land Use.** Each municipality shall notify the other within thirty (30) days of any proposed changes to its comprehensive plan, any rezoning, any annexation or any change in subdivision code of any property located within one-half mile of the boundary line. Notice shall be in writing specifying the nature of the request and the location of the property. The notice shall be addressed to the clerk of each municipality with a copy to the mayor or village president and shall be sent at least fifteen (15) days prior to any hearing on the request. Each municipality shall have the right to appear at said hearing and to present such information as it deems appropriate as to any adverse impact said request might have upon the municipality's comprehensive planning or upon the Improvement Plan. There is a recognition by both parties that this boundary line is intended to foster intergovernmental cooperation and to insure the compatibility of land uses along said boundary line.
9. **Ownership of Property.** This Agreement shall not apply to property owned or under contract to purchase by either Oswego or Aurora during the time of said ownership or purchase agreement.
10. **Resolution of Disputes.** If any dispute shall arise concerning the interpretation or application of the terms and conditions of this Agreement, the parties agree as follows: each side shall designate a representative to serve on an arbitration panel. Those two representatives shall select a third party who is a land planner of good reputation within the State of Illinois who shall serve as chairman of the panel. This panel shall hear the facts related to the dispute between the parties and shall render a written opinion. The opinion shall be submitted to the respective governing bodies of each municipality for acceptance or rejection. If a majority of the corporate authorities of each municipality vote to accept the opinion then it shall be binding upon the parties. If a majority votes not to accept it, they shall specify the reasons for non-acceptance. Each side shall bear its own cost of such arbitration hearing with the costs of the third arbitrator to be equally shared by the parties. It is the intent of this Agreement that the parties shall seek to resolve any disputes in a spirit of mutual cooperation.
11. **Self-determination Area.** The parties agree that the individual owner(s) of the property in the self-determination area identified in the attached Exhibit A may choose whether they wish to annex to Oswego or Aurora.

Each party agrees that it will not annex any of the property contained within the self-determination area identified in Exhibit A without consent of the property owner(s). Except, this prohibition on annexation shall not apply to any parcels of property in the self-determination area which is not contiguous to, and could never be made contiguous to, the non-annexing party.


12. This Agreement shall be in effect for a period of twenty (20) years from the date hereof, shall be published by the respective municipalities and filed in the Recorder's office of the county in which the land subject to this agreement is located.

IN WITNESS THEREOF, the parties hereto have caused the execution of their duly authorized officer this 24th day of September, 2002.

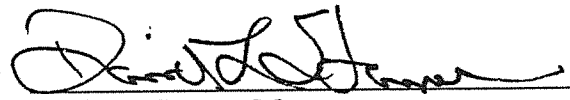
VILLAGE OF OSWEGO
Kendall County, Illinois


Craig Weber, Village President

ATTEST:


Dorothy A. Strong
Village Clerk

CITY OF AURORA
Kane, DuPage, Kendall & Will Counties


David L. Stover, Mayor

ATTEST:

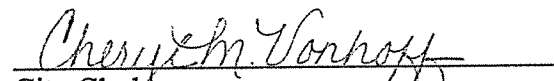

Cheryl M. Vorhoff
City Clerk

EXHIBIT "A" (Page 1 of 2)

