



COMMITTEE OF THE WHOLE MEETING
Monday, January 20, 2020
(Immediately following the Village Board Meeting)

AGENDA

CALL TO ORDER

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

DISCUSSION

1. Randall Crossing Mixed Use Development
2. Batavia Boundary Agreement

EXECUTIVE SESSION

ADJOURN

Initials SB

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: PETITION 20-01: RANDALL CROSSING MIXED USE DEVELOPMENT
AGENDA: JANUARY 20, 2019 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

Staff has been working with the developer of the MyPlace Hotel and the adjacent forty (40) townhome units within the Randall Crossing development on a three-story mixed use concept building. The proposed building would be located on Lot 3, directly south of the MyPlace Hotel, adjacent to Ritter Street. According to the Preliminary Plan for Randall Crossing, the Lot 3 area is to include a single-user commercial space, presumably for a standalone restaurant, at an estimated 4,000 square feet in size.

The proposed mixed use concept plan includes the following:

- Twenty-eight (28) residential units consisting of one-bedroom (695 sq. ft.) and studio apartments (475 sq. ft.).
- Two ground floor commercial spaces totaling 2,800 square feet. The plan also includes patio space adjacent to eastern commercial space, which the developer plans to attract a restaurant user. As the commercial space is limited, the Village can restrict the types of uses in the two commercial spaces.
- Sixty-seven (67) parking spaces are provided. Per the parking requirements of the Zoning Ordinance, the site would require a total of sixty-seven (67) parking spaces.
- A 10'x20' loading space for residential tenants, commercial deliveries and garage pick up.

A public hearing was held before the Plan Commission at their January 7, 2019 meeting. The Plan Commission was supportive of the mixed use plan, but did make a statement that additional residential would not be welcomed on Lot 4, located directly to the east of Lot 3. The Plan Commission discussed the on-site waste management operations with the petitioner. The Plan Commission unanimously recommended approval of the site plan and special use, subject to the four conditions listed in the staff report.

The petitioner presented the concept plan to the Village Board on November 18, 2019. Staff would again like to take this opportunity to solicit feedback from the Village Board on the submitted plans and zoning requests.

Attachments:

1. Staff report to the Plan Commission.

**STAFF REPORT TO THE VILLAGE OF NORTH AURORA PLANNING COMMISSION
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR**

GENERAL INFORMATION

Meeting Date: January 7, 2020

Petition Number: #20-01

Petitioner: NA Townhomes, LLC

Requests: 1) Special Use - Major Change to a
Planned Unit Development with deviations
2) Site Plan Approval

Parcel Number(s): 12-32-403-020

Size: 1.04 acres

Current Zoning: B-2 General Business
District



Contiguous Zoning: North: B-2 General Business District, South: R-3 General Residence District,
East: B-2 General Business District, West: R-3 General Residence District

Current Land Use: Vacant Land

Comprehensive Plan Designation: 'Regional Commercial'

BACKGROUND

Ordinance No. 05-06-27-03, approved June 27, 2005, granted a special use as a multi-district mixed use PUD known as the Randall Highlands development. The development is comprised of a combination of commercial (B-2 General Business District), townhome (R-3 General Residence District) and single-family (R-1 Single Family Residence District) uses. For clarification purposes, 'Randall Highlands' refers to the single-family and townhome portion of the development and 'Randall Crossing' generally refers to the commercial areas.

Staff has been working with the developer of the MyPlace Hotel and the adjacent forty (40) townhome units within the Randall Crossing development on a three-story mixed use concept building. The proposed building would be located on Lot 3, directly south of the MyPlace Hotel and adjacent to Ritter Street. According to the Preliminary Plan for Randall Crossing, the Lot 3 area is to include an estimated 4,000 square foot single-user commercial space, presumably for a standalone restaurant.

The proposed mixed use plan includes the following:

- Twenty-eight (28) residential units consisting of one-bedroom (695 sq. ft.) and studio apartments (475 sq. ft.).
- Two ground floor commercial spaces totaling 2,800 square feet. The plan also includes patio space adjacent to eastern commercial space, which the developer plans to attract a restaurant user. As the commercial space is limited, the Village can restrict the types of uses in the two commercial spaces.
- Sixty-seven (67) parking spaces are provided. Per the parking requirements of the Zoning Ordinance, the site would require a total of sixty-seven (67) parking spaces.
- A 10'x20' loading space for residential tenants, commercial deliveries and garage pick up.

COMPREHENSIVE PLAN

The 2015 Comprehensive Plan provides a 'Regional Commercial' designation for the subject site. Staff notes that a subarea plan for the Randall Highlands area was not conducted as part of the Comprehensive Plan. However, the West Gateway Subarea Plan, which is located one half-mile to the west of Randall Highlands, was included in the Comprehensive Plan. Staff believes that an integral element of the West Gateway Subarea Plan could also be applied to the Randall Highlands development: *higher density residential uses should separate active commercial areas from the Village's quiet single-family neighborhoods and provide dense population to support planned commercial uses.*

REQUESTED ACTIONS

Special Use – Major Change to a Planned Unit Development with deviations

According to the Randall Highlands Annexation Agreement, any change to the development of the property for which a public hearing is required shall be considered a 'major change' to the development. Major changes must be approved by the Village Board after such hearing and recommendation by the Plan Commission. The PUD Ordinance (No. 05-06-27-03) is part of the Annexation Agreement; therefore, change of use and deviations to the PUD are considered an amendment to the Annexation Agreement. Further, the original PUD was created as a special use that requires any amendment to the PUD be conducted through the special use process. Staff conducted a zoning analysis of the proposed development and found the following items to be inconsistent with the PUD requirements, thus initiating a major change to the PUD:

Zoning Use

As previously mentioned, the Preliminary Plan for the Lot 3 area of Randall Crossing included a single-user commercial space, presumably for a standalone restaurant at an estimated 4,000 square feet in size. As the proposed plan includes a single building containing a mix of commercial and residential uses an amendment to the PUD is required to include residential use of the property.

Building Height (Deviation)

The PUD establishes a maximum building height of thirty-five (35) feet, which corresponds with the maximum building height of thirty-five (35) feet (and no more than three stories) required of the underlying B-2 General Business District. The proposed three-story building will maintain a height of thirty-eight (38) feet; therefore, a deviation is needed for the additional three (3) feet of height.

According to the submitted building elevation renderings, the additional roof height has been added to accommodate parapet walls, which help screen rooftop mechanicals, and adds varying height to the roof line. According to the Business District Design Guidelines, *roof lines should either be varied with a change in height or with the incorporation of a major focal point feature, such as a dormer, gable or projected wall feature*. Lastly, staff notes that the elevator shaft will be incorporated in the final building design and is anticipated not to exceed the thirty-eight (38) foot building height. However, staff would like to add language to the special use ordinance that allows the elevator shaft to be treated as a permitted encroachment into the overall building height in the event that it exceeds the thirty-eight (38) foot building height.

Building Setbacks (Deviation)

The table below depicts the required yard setbacks for the proposed building as required of the B-2 General Business District and interpreted by the Community and Economic Development Director. The PUD includes an additional setback ("Step Back Setback") that requires one (1) additional foot of setback for each foot of building height over twenty-five (25) feet. The proposed building is thirty-eight (38) feet in height; as such, each yard setback is increased by thirteen (13) feet.

Yard Setback	Yard Location	B-2 District Standard	With 'Step Back Setback' (+13')	Proposed
Front	South	35'	48'	17'
Rear	North	20'	33'	99'
Interior Side	East	10'	23'	37'4"
Interior Side	West	20'	33'	45'8"

As illustrated above, the petitioner is requesting a deviation from the front yard setback. Throughout the site planning process staff actually suggested the building be located further to the south (within the site) in order to allow greater separation from the adjacent hotel and townhomes and allow for shared parking with those uses. Staff also believes the building's location will have a positive aesthetic as the building's prominence would be better displayed, as opposed to the presence of a parking lot.

Lastly, the proposed building location conflicts with the blanket easement that was placed on Lot 3. Staff notes the blanket easement that was placed on Lot 3 is atypical. Per the Subdivision Ordinance, the typical side lot line easement is five (5) feet and ten (10) feet along front lot lines. The blanket easement boundary on Lot 3 is seventy-two (72) feet from the western property line (side lot line) and an estimated eighty (80) feet from the southern lot line (front lot line). As a condition of approval, the petitioner will be required to resolve the issue of the building's location in the easement prior to the issuance of a building permit.

Site Plan Approval

Per Section 17.4.4(B) of the Zoning Ordinance, site plan review shall be required for each building permit application for multi-family, townhouse, commercial, and industrial development for which a site plan has not already been approved.

Standards for site plan review are established in Chapter 4.4 - Site Plan Review of the North Aurora Zoning Ordinance; however, the PUD establishes a set of site development standards as outlined below:

Compliance: Final site plan is in compliance with the terms of this PUD Ordinance.

Circulation: The traffic circulation for the one or more lots is deemed adequate for the use contemplated for such one or more lots.

Pedestrian Pathways: Pedestrian pathways within such lots are approved as adequate for the use contemplated for such one or more lots.

Site Plan Engineering: The Village Engineer must approve the final engineering within the area to be developed within the Site Plan to be submitted.

Site Plan Landscaping: Approval by the Village Administrator that the parking lot and foundation landscaping proposed for the area within the Final Site Plan is in compliance with the Village Ordinances existing as of the date hereof, it being acknowledged that in addition, the landscaping depicted on the General Landscape Plan, which is located within the development area of the proposed Final Site Plan, shall also be installed concurrently with development of the development area within the proposed Final Site Plan.

Signage: The Developer shall be allowed suitable signage in conformance with the Village's Sign Ordinance in force at the time the Owner applies for permits to begin construction on any phase.

FINDINGS

The Community Development Department finds that the information presented meets the Standards for Specials Use as submitted by the petitioner, made part of this petition and as set forth in the Zoning Ordinance. The proposed site plan meets site plan review standards of the North Aurora Zoning Ordinance and Randall Highlands PUD. Based on the above considerations, staff recommends that the Plan Commission make the following motion recommending approval of Petition #20-01, subject to the following conditions:

1. The petitioner shall resolve the issue of the building's location in the easement prior to the issuance of a building permit.
2. Wall signage shall be prohibited on the west building elevation.
3. Lighting poles shall be of a consistent design with the surrounding properties and shall be subject to approval by the Community and Economic Development Director.
4. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.

APPLICATION FOR SPECIAL USE

VILLAGE OF NORTH AURORA
Board of Trustees
25 East State Street
North Aurora, IL 60542

PETITION NO. RANDALL CROSSING MIXED USE

FILE NAME 20-01

DATE STAMP

RECEIVED

I. APPLICANT AND OWNER DATA

DEC 23 2019

VILLAGE OF
NORTH AURORA

Name of Applicant N.A. Townhomes, LLC / Ed Roberts

Applicant Address 123 W. Washington St., #214 Oswego, IL 60543

Applicant Telephone # 512-413-4500

Email Address edroberts.tx@gmail.com

Property Owner(s) Decade Group-Randall, LLC

Owner Address 564 S. Washington St., #200 Naperville, IL 60540

Owner Telephone # 512-413-4500

II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property N.A. Lodging's Randall Crossing Lot 3
(indicate location if no common address)

Legal Description: see attached

Parcel Size 1 acre

Present Use vacant

(business, manufacturing, residential, etc.)

Present Zoning District B-2 General Business District
(Zoning Ordinance Classification)

III. PROPOSED SPECIAL USE

Proposed Special Use Amendment of the current PUD to allow mixed use and multi-family
(Zoning Ordinance Classification)

Code Section that authorizes Special Use Section 8.2 Zoning Code

Has the present applicant previously sought to rezone or request a special use for the property or any part thereof? _____

If so, when? _____ to what district? _____

Describe briefly the type of use and improvement proposed _____
2B studio and one-bedroom apartments; approx. 2800 sq retail space

What are the existing uses of property within the general area of the Property in question? _____
commercial, residential, multi-family

To the best of your knowledge, can you affirm that there is a need for the special use at the particular location? (Explain) The 2B apartments will complement the existing multi-family 2-3 bdrm units. We have had a significant number of requests for studio and 1-bdrm apartments

Attach hereto a statement with supporting data that the proposed special use will conform to the following standards:

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.
2. The proposed special use is deemed necessary for the public convenience at that location.
3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.
4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.
6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.
7. The proposed special use is compatible with development on adjacent or neighboring property.
8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.
9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.
10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.
11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

IV CHECKLIST FOR ATTACHMENTS

The following items are attached here to and made a part hereof:

1. Introduction Letter. Please include information relevant to the proposed use of the property and business operations (hours of operation, number of employees, etc.).
2. Legal Description of the subject property(s).
3. Illinois Land Surveyor's plat of survey.
4. Site Plan illustrating all existing and proposed improvements.
5. Statement and supporting data regarding Standards for Special Uses (above).
6. Filing fee in the amount of \$300.00, if paid by check make payable to the Village of North Aurora.
7. Specified escrow deposit (\$4,000 minimum). May be included with filing fee. Remaining funds refundable upon project completion.
8. Visit the Illinois Department of Natural Resources' website www.dnr.state.il.us and initiate a consultation using DNR's [EcoCat](#) online application.
9. Visit the Kane DuPage Soil and Water Conservation District's website www.kanedupageswcd.org for a Land Use Opinion Application

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for publishing a legal notice in the newspaper, sending United States mail notices to properties within 250 feet, and posting a sign on the property advertising the public hearing. These shall be in accordance with village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

EDWIN ROBERTS
Applicant or Authorized Agent

12/23/2019
Date

[Signature] - OWNER'S REP
Owner

12/23/2019
Date

Parcel Number: 1232403020 Distance: 250 Feet Submit
 Include Source Parcel: ☒ Yes ☐ No
 The first record is the buffered parcel

This list contains mailing addresses for parcels with in 250 feet of parcel 1232403020† => [Results as .CSV](#)

Addresses						
Parcel	Tax Name	Address	Address (Line 2)	City	State	Zip
1232403020	DECADE GROUP - RANDALL LLC	564 S WASHINGTON ST STE 200		NAPERVILLE	IL	605406674
1232327003	RANDALL CROSSINGS I, LLC	107 E WASHINGTON ST		OSWEGO	IL	60543
1232327010	N A TOWNHOMES LLC & OREILLY, TODD A	564 S WASHINGTON ST		NAPERVILLE	IL	605406668
1232377001	RANDALL HIGHLANDS CONDOMINIUM ASSOC	438 N WEBER RD		ROMEDEVILLE	IL	604464945
1232403005	JAHN PROPERTIES LLC	1133 OAK ST		NORTH AURORA	IL	605422060
1232403008	TURF ROOM LLC	PARKER GRABOWSKI	1033 FOREST TRL	SUGAR GROVE	IL	605549252
1232403019	NA LODGING 1 LLC	DECADE GROUP - RANDALL LLC	564 S WASHINGTON ST STE 200	NAPERVILLE	IL	605406674
1232403021	DECADE GROUP - RANDALL LLC	564 S WASHINGTON ST STE 200		NAPERVILLE	IL	605406674
1232404001	SYNERGY PROPERTY HOLDINGS LLC	8750 W BRYN MAWR AVE STE 1300		CHICAGO	IL	606313655

9 parcel polygons found††

Query response: (0) 0 minutes and 0 seconds

*Indicates a condo parcel

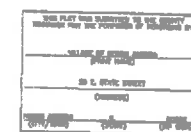
This information is based on curent GIS Parcel Data and SOA DevNet ownership

LOT 3, IN N.A. LODGING'S RANDALL CROSSING, BEING A SUBDIVISION OF
PART OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 39 NORTH,
RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE
PLAT THEREOF RECORDED SEPTEMBER 27, 2017 AS DOCUMENT
NUMBER 2017K050873, IN KANE COUNTY ILLINOIS.

SHEET 1 OF 3

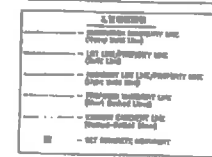
1902A

SHEET INDEX	
SHEET	DESCRIPTION
1	SUBDIVISION DELINEATION & EXISTING EASEMENTS
2	NEW LOTS AND EASEMENTS
3	CERTIFICATES & PROVISIONS



TOTAL AREA OF SUBDIVISION
7.767 ACRES
(MORE OR LESS)

PARCEL INDEX
BLANDINGS
12-32-327-006
12-32-327-008
12-32-327-009
12-32-403-014
12-32-403-015
12-32-403-016
12-32-403-017
12-32-403-018
**VILLAGE OF NORTH AURORA,
ILLINOIS**

[illegible]

123 WEST WASHINGTON STREET, SUITE 214
OSWEGO, IL 60543



CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2200 Wilshire Blvd., Suite 1000, Los Angeles, CA 90057

1

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
1288 Water 6th Circle, Suite 100 Aurora, Ontario
L4G 3K2-9879 Tel: (905) 882-2100 Fax: (905) 882-2106
E-Mail: cm@cemcon.com Website: www.cemcon.com

ERIC NO: 88188 FILE NAME: TRUPLAT
DRAWN BY: AM PLO, BR / PG. NO: 888/NOTES
COMPLETION DATE: 04/03/17 JOB NO: 88-188
REVISED 04-08-17/AM PER COMMEMORATION VILLAGE CONSULTANT
REVISED 02-02-17/AM PER VILLAGE COUNCILS DATED 04-28-17
APPROVED BY: [Signature] L.M. de Silva

1990-1991 - 091221

NOTE:
ALL DIMENSIONAL TIES TO PROPERTY LINE
ARE AT RIGHT ANGLES TO REFERENCED LOT
LINES AND EASEMENT EXCEPTION LIMITS

2008.07

For more information, contact the publisher.

PAGE 1

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1


1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

100

DATE: 10/10/1983 TIME: 1400Z
FROM: WFO TO: WFO
SUBJECT: 10/10/83 1400Z
PAGES: 01/01

Abstract

DECKMAN GROUP ~ MCNEILL, LLC
284 S. WASHINGTON STREET, SUITE 200
NAPERVILLE, IL 60560
545.5.5555

 (OWNER)
Dennis McNair
Naperville, IL 60560

545.5.5555
Naperville, IL 60560

100

NOTARY PUBLIC

000000

TIME 3:00 DAY THU AD. 2077.
BY SP-5 ATTCN: SP-5

NOTARY PUBLIC

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[illegible]

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DATED AT WILMINGTON, DEL. 15 DAY OF APRIL A.D. 1917.
 J.A. LOOMING 1, LLC
 284 S. WASHINGTON STREET, SUITE 200
 WILMINGTON, DELAWARE 19801

NOTARY PUBLIC

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PLAY COMMISSION
VILLAGE OF NORTH ALBANY
[Signature]
COMMISSIONER

2.5

BOARD OF TWENTY-
THREE OF NORTH AFRICA, LINDS

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PAID BY ONE DAY OF SEPTEMBER 1942.
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 HARRIS COUNTY CLERK

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DATED 10/10/1947 A.D. 1947

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STATE OF ALABAMA)
COUNTY OF)
COMED CERTIFICATE

1000

the Red Stick Imperative

3. _____

DATE 30/11 DAY OF Nov A.D. 2017
 INKOR GAS COMPANY
 BY: D. Davila

1000

VILLAGE OF NORTH AURORA CERTIFICATE

© 2005 Blackwell Publishing Ltd, *Journal of Internal Medicine* 258: 103–110

WFLA

Source: Authors' calculations based on data from the 2000 Census of the United States.

ACCESS EASEMENT PROMISSORS

THESE DE MAIRIE (Municipal Ordinances) 1990-1991

1. **Introduction**

other forms, including and going far beyond, to construct a new, unified, common, global, universal, abstracted theory, the only one, which, while it is not, however, a universal, global, abstracted theory, is a common abstracted and universal theory.

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**Engineering, Land Surveyors &
2200 West Oak Street, Suite 200, Englewood, CO 80110**

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Attach hereto a statement with supporting data that the proposed special use will conform to the following standards:

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.

Per the Village of North Aurora's municipal code, the proposed special use for a Planned Unit Development is a special use allowed within the B-2 Zoning district.

2. The proposed special use is deemed necessary for the public convenience at that location.

The high concentration traffic moving through the corner of Orchard and Randall roads, along with the easy access to I-88, is instrumental to the success of the project.

3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services and will be beneficial to the economic welfare of the community.

The proposed development will be a benefit to the economic welfare of the community by providing both commercial and residential occupants. This impact will produce additional sales and tax base revenues as well as filling a vacant need of these services to that location within the community.

The proposed development will not place any additional burdens or impacts to the public facilities and services at the expense of the public. The project will utilize existing public roadways and all additional private improvements will be at the expense of the development.

4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

The proposed special use residential will promote the adjacent commercial development with one additional restaurant site. The addition of the hotel and townhomes will help draw a larger regional market to the area and provide additional diversity in housing options.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.

The proposed commercial and residential buildings will be designed with similar exterior products and/or color scheming of nearby buildings to create a sense of unity to the surrounding properties. Operations and maintenance will be contracted and used as standard business practices to align the entire development with the surrounding properties.

6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.

The proposed development will provide enhanced amenities to the existing residences and business operators. This will be created by bringing in additional residential occupants and social atmospheres, increasing the value of the existing neighborhood.

The proposed development will be designed with appropriate safety and lighting enhancements to create a safe environment while adding value to the adjoining properties.

7. The proposed special use is compatible with development on adjacent or neighboring property.

The intention of the proposed development is to enhance, expand, and compliment the immediate properties surrounding the development. This will be accomplished by duplicating the existing adjoining townhome product with similar exterior elevations to create a harmonious community. The commercial properties will be like-minded and well-suited to the existing businesses, creating a compliment in public enjoyment and housing services.

8. The proposed special use minimizes potentially dangerous traffic movements and provides adequate and safe access to the site.

The proposed development will be designed to use the existing roadway traffic patterns already familiar with the public. Signage, directional markings, and lighting will be used to provide adequate and safe traffic control to the site.

9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.

Per village required mandate, the proposed development will meet and exceed necessary parking requirements. This will be accomplished by providing a balanced parking space count between all commercial/residential uses.

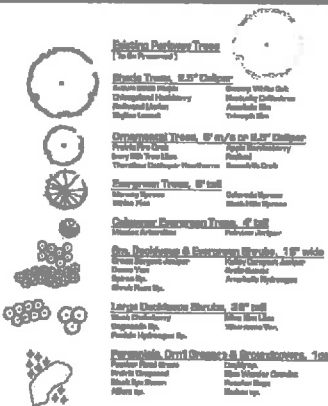
10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.

The proposed development will be designed to meet and exceed the needs for adequate utilities, drainage, road access, public safety, and other necessary facilities.

11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

The proposed special use has been designed to conform with the Village of North Aurora's zoning ordinance and other applicable regulations.

1 Sheet 1-100 1

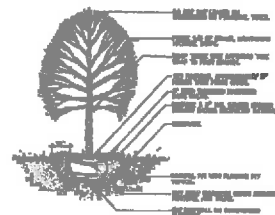


Construction Notes :

- [illegible]

Maintenance Requirement :

All landscaping materials should be maintained in good condition, shall promote a healthy, neat and orderly appearance, shall be free from rot and damage and shall be kept free from weeds and debris. All dead, dying, or diseased plants shall be replaced within six months of removal by the Village. Plants and flowers shall be maintained in good condition. The owner of the property, any tenant, contractor, employee or agent in possession, or other person in possession shall / or control of property of this property, shall be responsible for the maintenance, repair, and replacement of all landscape materials, plants, flowers, and mulch and other items.

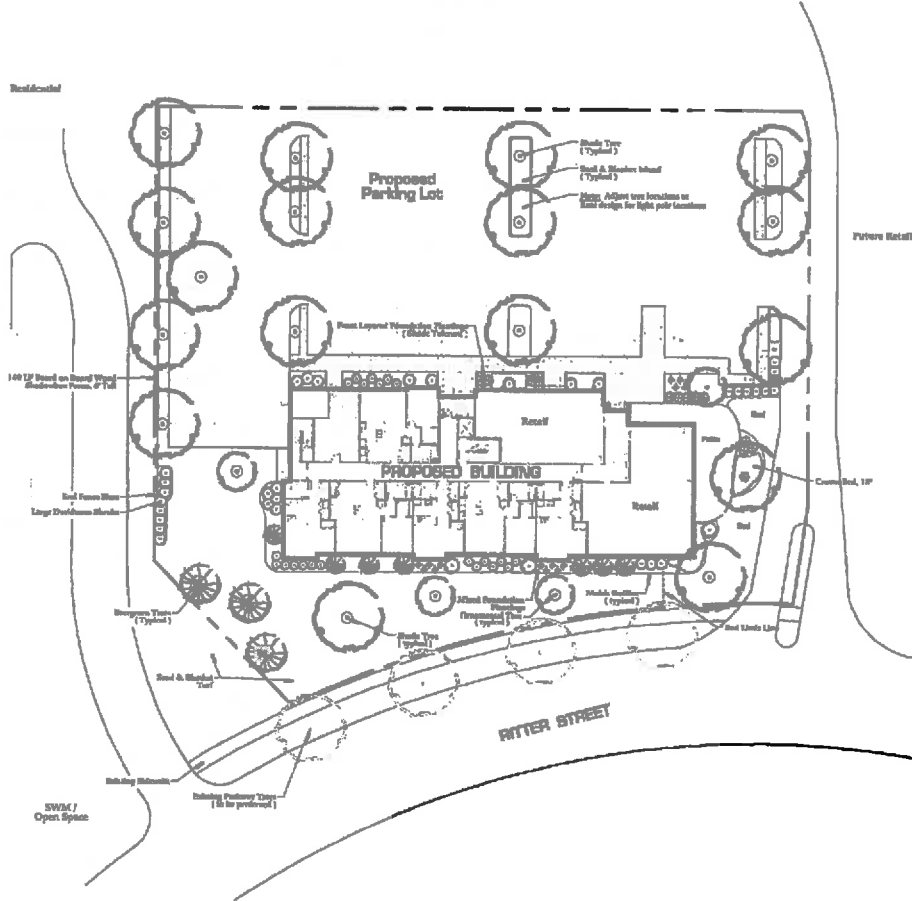


Typical Tree Planting Detail



Site Plan :
Proposed Site Plan Prepared by RA Millin Architect,
and dated November 23, 2019.

My Place Hotel



Land Planning
Landscape Architecture
Environmental Site Design

WOLF, WASHINGTON DC - OFFICIALS IN 1997 - ESTABLISHED THE FOLLOWING:

preface

Proposed Mixed - Use Building

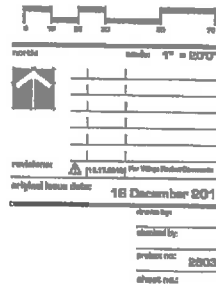
**Ritter Street
Randall Crossings
North Aurora, Illinois**

Abstract

Preliminary Landscape Plan

builders

Mikols Construction, Inc.
1887 High Grove Lane
Naperville, IL 60540



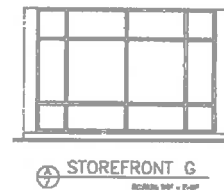
L100



NORTH ELEVATION
SCALE 1/8" = 1'-0"



EAST ELEVATION
SCALE 1/8" = 1'-0"



STOREFRONT G
SCALE 1/8" = 1'-0"



STOREFRONT H
SCALE 1/8" = 1'-0"



STOREFRONT I
SCALE 1/8" = 1'-0"

RAM

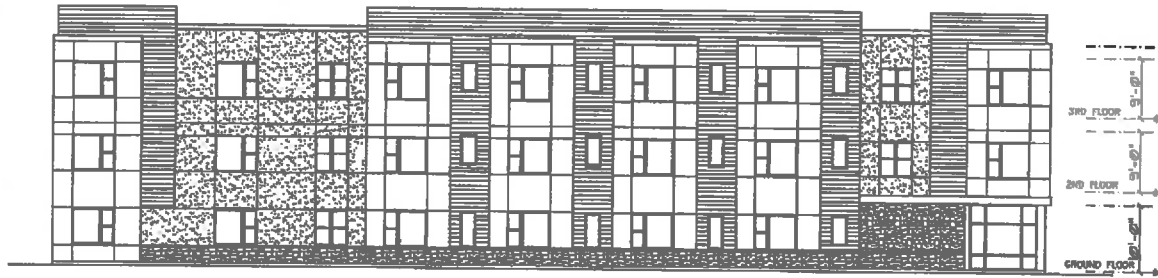
R. A. Miffin architect
1st Johnson Street, Suite 1100
North Aurora, IL 60151

RANDALL CROSSINGS
PROPOSED 3 STORY MIX USE BUILDING
NORTH AURORA, IL

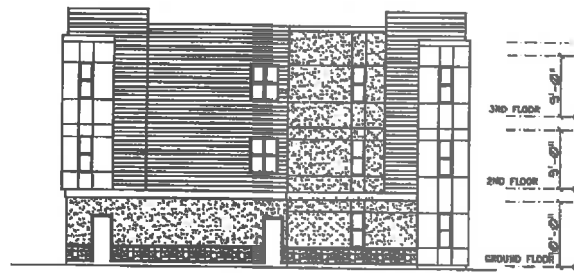
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SHEET



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"

RAM

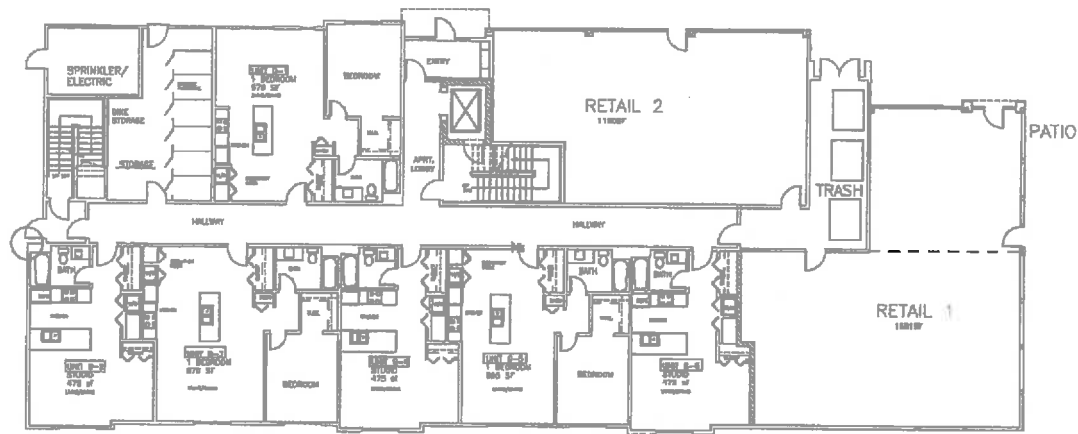
R. A. Miffin architect
1001 Jackson Avenue, Suite 200, IL 60604
(773) 462-1000

**RANDALL CROSSING
PROPOSED 3 STORY MIX USE BUILDING
NORTH AURORA, IL**

SHEET 001
DATE: 08.08.2019
PROJECT: 000000

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SHEET 001



GROUND FLOOR PLAN
SCALE 1/8" = 1'-0"

RAM

R A Miffin architect
100 Jackson Street, 2nd Floor
Chicago, IL 60604-4400

RANDALL CROSSING
PROPOSED 3 STORY MIX USE BUILDING
NORTH AURORA, IL

DATE: 08/14/08
BY: R A M

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SHEET



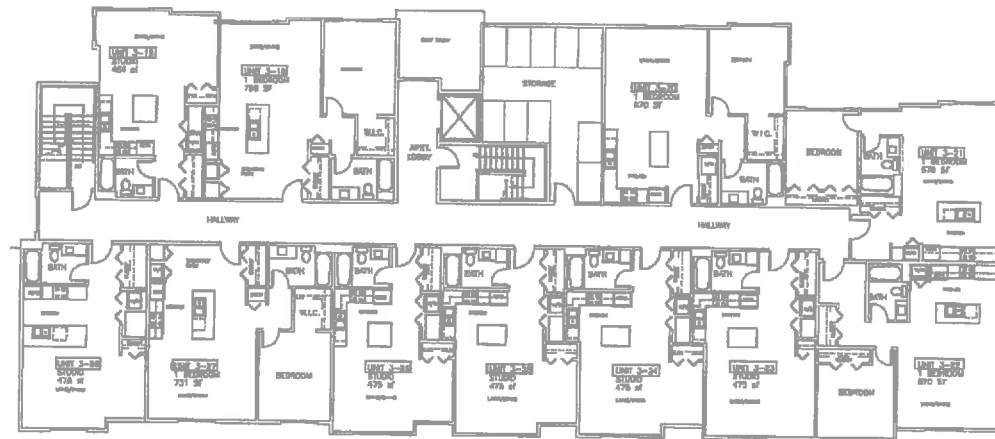
R A Mifflin architect

**RANDALL CROSSING
PROPOSED 3 STORY MIX USE BUILDING
NORTH AURORA, IL**

DATE FORWARDED
MAY 12, 1979
JAN 69

QUESTION	ANSWER	POINTS
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THIRD FLOOR PLAN
 SCALE: 1/8" = 1'-0"

RAW

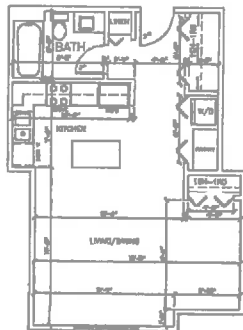
R. A. Mifflin architect
 1100 Forest St. Suite 100
 North Aurora, IL 60151

RANDALL CROSSING
 PROPOSED 3 STORY MIX USE BUILDING
 NORTH AURORA, IL

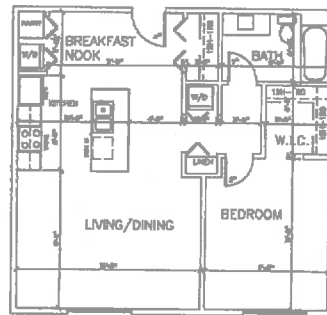
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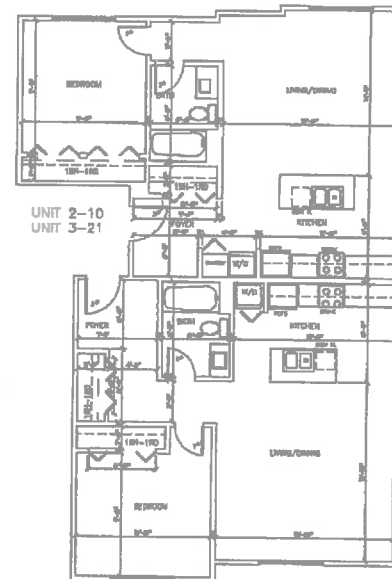
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UNIT 3-23 UNIT 2-13
UNIT 3-24 UNIT 2-14
UNIT 3-25 UNIT 2-15
UNIT 2-12 UNIT 2-17

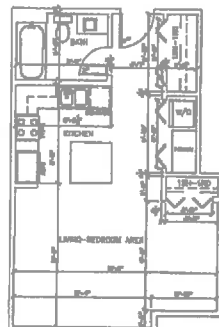


UNIT 3-20 UNIT 2-9
UNIT 3-27 UNIT 2-18
UNIT G-1

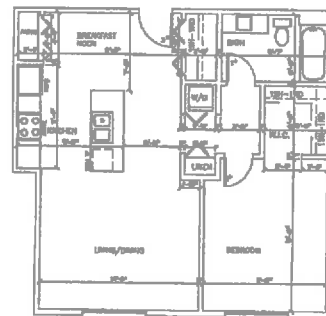


UNIT 2-10
UNIT 3-21

UNIT 2-11
UNIT 3-22



UNIT 3-26 UNIT 2-7
UNIT 3-28 UNIT G-2
UNIT 3-18 UNIT G-4
UNIT G-6



UNIT 3-19
UNIT 2-8
UNIT G-3
UNIT G-5

TYPICAL FLOOR PLANS

SCALE 1/4" = 1'-0"

RA
R.A. Mifflin architect
1117 Jackson Ave., Suite 111
Baltimore, MD 21202

RANDALL GREENBERG
NORTH ALPHONSO, L.

DATE: 01/11/11
JOB NO.

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SHEET

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: BATAVIA BOUNDARY AGREEMENT
AGENDA: JANUARY 20, 2019 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

Staff is in the process of updating the Village's jurisdictional boundary line agreements with the surrounding municipalities, which includes Aurora, Batavia and Sugar Grove. On May 20, 2019, the Village Board approved the updated Boundary Agreement with the Village of Sugar Grove and a one-year extension of the City of Aurora Boundary Agreement was approved by the Village Board on November 18, 2019. Staff has been working with the City of Batavia on securing another 20-year Boundary Agreement. The City of Batavia borders the Village of North Aurora along the northern limits.

A majority of the land situated between both municipalities includes large tracts of unincorporated properties. While the terms of the current boundary agreement would be status quo, Village staff has expressed interest in including some of large tracts of unincorporated properties within the municipal boundary of North Aurora, mainly along the western boundary. While both municipalities had an unofficial understanding of the geographic divide, the previous boundary agreement did not include an actual boundary line dividing the territory east of the Fox River. As such, the boundary line will be extended to the east and officially divide territory between North Aurora and Batavia east of the Fox River.

With regard to the western boundary expansion, the City of Batavia has agreed to move the western boundary line north to Seavey Road. As such, an additional +804 acres of land would now be on the North Aurora side of the boundary line. Staff notes that a portion of said land is Forest Preserve property and is therefore not considered developable land. The City of Batavia has also agreed to include an additional +211 acre area of land north of Seavey Road that could go to either municipality on a first-come, first-served basis. Referred to as the "Option Area," this territory could be annexed to the municipality that first arrives to those properties with the necessary infrastructure and a development petition. Given the size and configuration of the properties located in the Agreement Area the area could also become a mix of both municipalities. As a stipulation presented by the City of Batavia, any portion of the Option Area that is not annexed by the tenth (10th) anniversary of the Boundary Agreement would then revert back Batavia's side of the boundary line.

Staff would like to take this opportunity to solicit feedback from the Village Board on this item.

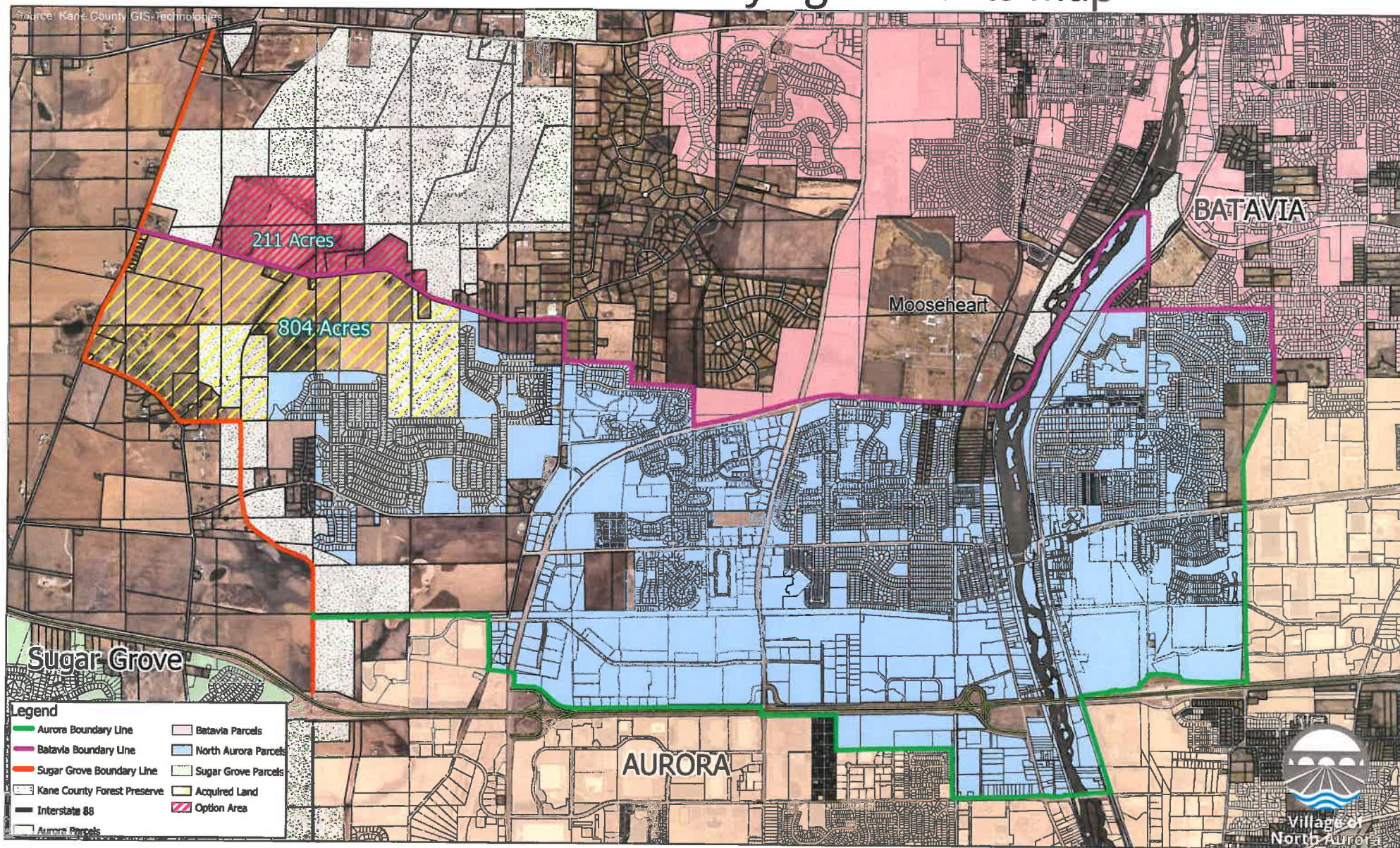
Attachments:

1. North Aurora Boundary Agreements Map
2. [Draft] Ordinance Approving a Boundary Line Agreement with the City of Batavia



North Aurora Boundary Agreements Map

Date: 1/2/2020





VILLAGE OF **NORTH** AURORA

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

ORDINANCE APPROVING A BOUNDARY LINE AGREEMENT
WITH THE CITY OF BATAVIA

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 20__

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 20__
by _____.

Signed _____

ORDINANCE NO.

**AN ORDINANCE APPROVING A BOUNDARY LINE AGREEMENT
WITH THE CITY OF BATAVIA**

WHEREAS, staff has negotiated the terms of a new jurisdictional boundary agreement with the City of Batavia to replace the Agreement that will expire soon; and

WHEREAS, staff has given consideration to the natural flow of storm water drainage, the provision of municipal utilities, the existing boundaries that are established by the annexation of properties and future planning, including consideration of single tracts of property having common ownership to be preserved within the jurisdiction of one municipality; and

WHEREAS, the existence of an agreed jurisdictional boundary line will aid in maintaining harmonious relations between the two municipalities, will promote the orderly development of lands lying between the two municipalities and promote the planning of each municipality; and

WHEREAS, the President and Village Board have determined that it is in the best interests of the Village and its residents, businesses and property owners to enter into a new jurisdictional boundary agreement.

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The Boundary Line Agreement between the City of Batavia and the Village of North Aurora in the form attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved (the "Agreement").
3. The President and the Clerk are hereby authorized and directed to sign the Agreement in the form attached hereto, and the Community and Economic Development Director or his designee is hereby authorized and directed to take whatever actions are necessary or Appropriate to formalize, maintain and enforce the Agreement with the City of Batavia.
4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2020, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2020, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Tao Martinez _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2020, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

EXHIBIT A

BOUNDARY LINE AGREEMENT
BETWEEN THE CITY OF BATAVIA AND
THE VILLAGE OF NORTH AURORA

THIS AGREEMENT is made this _____ day of _____, 2020, by and between the **CITY OF BATAVIA**, a Municipal Corporation located in Kane and DuPage Counties, Illinois (hereinafter referred to as “Batavia”), and the **VILLAGE OF NORTH AURORA**, a Municipal Corporation located in Kane County, Illinois (hereinafter referred to as “North Aurora”). Both Municipalities shall be referred to collectively as the “Communities”.

WITNESSETH:

WHEREAS, North Aurora is the nearest Municipality lying south of Batavia; and

WHEREAS, North Aurora and Batavia have entered into previous boundary line agreements continuously since for many years as amended from time to time; and

WHEREAS, both Communities have adopted official Comprehensive Plans; and

WHEREAS, the Communities desire to enter into a new boundary line agreement and to modify the boundary line between the Communities to coordinate with each Community’s boundary lines with the Village of Sugar Grove so that all of the boundary lines are in harmony with each other; and

WHEREAS, harmonizing the boundary lines is beneficial and in the best interests of Batavia and North Aurora collectively and respectively; and

WHEREAS, the Communities have the authority pursuant to the 1970 Illinois Constitution, Article VII, Section 10, the Illinois Land Resource Management Planning Act, 50 ILCS 805/6, and the Illinois Municipal Code, 65 ILCS 5/11-12-9, to enter into a municipal boundary line agreement; and

WHEREAS, the parties, by this Agreement, have given due consideration to the natural flow of stormwater, drainage, and other practical considerations, including an attempt to include all of a single tract having common ownership within the jurisdiction of one municipality.

NOW, THEREFORE, in consideration of the mutual promises contained herein and upon further consideration of the recitals set forth, it is agreed between North Aurora and Batavia as follows:

1. The recitals set forth above are deemed a part of the terms of this Agreement and are incorporated herein.

2. A boundary line between North Aurora and Batavia for municipal government planning, zoning, and annexation, subdivision control and municipal purposes is hereby established as is described on the map attached hereto and incorporated herein by reference as Exhibit "A", and as set forth in the legal description attached hereto and incorporated herein by reference as Exhibit "B" (the "Boundary Line"), which excludes the territory described on the map attached hereto and incorporated herein by reference as Exhibit "C" and set forth in the legal description attached hereto and incorporated herein by reference as Exhibit "D" (the "Option Area"). Each municipality shall be deemed to have jurisdiction of the land lying on its side of the Boundary Line, excluding the Option Area, which shall be deemed available to either municipality on the terms set forth below.

3. Excluding the Option Area, unless otherwise agreed to in writing by both municipalities, neither municipality shall annex territory that lies within the jurisdiction of the other municipality, as established by the Boundary Line.

4. North Aurora and Batavia shall continue to cooperate in the future with reference to plans for development of unincorporated territory on both sides of the Boundary Line in reference to roadways, storm water control and provisions for other public services. Toward that end, the Communities shall continue to share information with one another in reference to proposed developments in each Community and the unincorporated territory on each side of the Boundary Line.

5. Excluding the Option Area, each Community shall oppose attempts by landowners to annex territory to one Community that is on the other Community's side of the Boundary Line.

6. Either Community may annex parcels within the Option Area on a first come, first served basis, provided that the Community annexing the parcels can serve them with their own utilities. Any portion of the Option Area that is not annexed by the tenth (10th) anniversary of this Boundary Agreement shall thereafter be considered to be on Batavia's side of the Boundary Line, absent any agreement to the contrary that is reduced to writing and approved by both communities.

7. This Agreement is not intended to prohibit or restrict the right of either Community from filing a statutory objection to proposed rezoning within the one and one half (1.5) mile area of its corporate limits.

8. Neither Community shall object to the other Community's request for an amendment of its facilities planning area with respect to land located on the requesting Community's side of the Boundary Line.

9. Following approval of this Boundary Line Agreement by both Communities, the municipal clerks of both Communities shall certify to the adoption of this Boundary Line Agreement, file a certified copy of the Agreement with the Kane County Recorder's Office, and make the same available in their respective municipal offices.

10. The term of this Agreement is twenty (20) years from the date of execution by both Communities, which is the date to be reflected in the introductory section above, and this Agreement may be renewed or extended in writing by the parties as authorized by law.

11. The various provisions of this Agreement are deemed severable such that, if any provision of this Agreement is declared invalid for any reason, the invalidation of any particular provision(s) shall not affect the other provisions of this Agreement, and the other provisions shall be given maximum effect to the extent that they are capable of being applied without the benefit of the invalidated provision(s).

IN WITNESS WHEREOF, the Village of North Aurora has caused its corporate seal to be affixed hereto and has caused its name to be signed to this Agreement by its Village President and attested by its Village Clerk, pursuant to North Aurora Ordinance No. _____ on this ____ day of _____, 2020.

VILLAGE OF NORTH AURORA, ILLINOIS

By: _____
Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

IN WITNESS WHEREOF, the City of Batavia has caused its corporate seal to be affixed hereto and has caused its name to be signed to this Agreement by its Mayor and attested by its City Clerk, pursuant to Batavia Ordinance No. _____ on this ____ day of _____, 2020.

CITY OF BATAVIA

By: _____
Jeffrey Schielke, Mayor

ATTEST:

Ellen Posledni, City Clerk

DRAFT

EXHIBIT A **Boundary Line Map**

North Aurora - Batavia Boundary Line Map

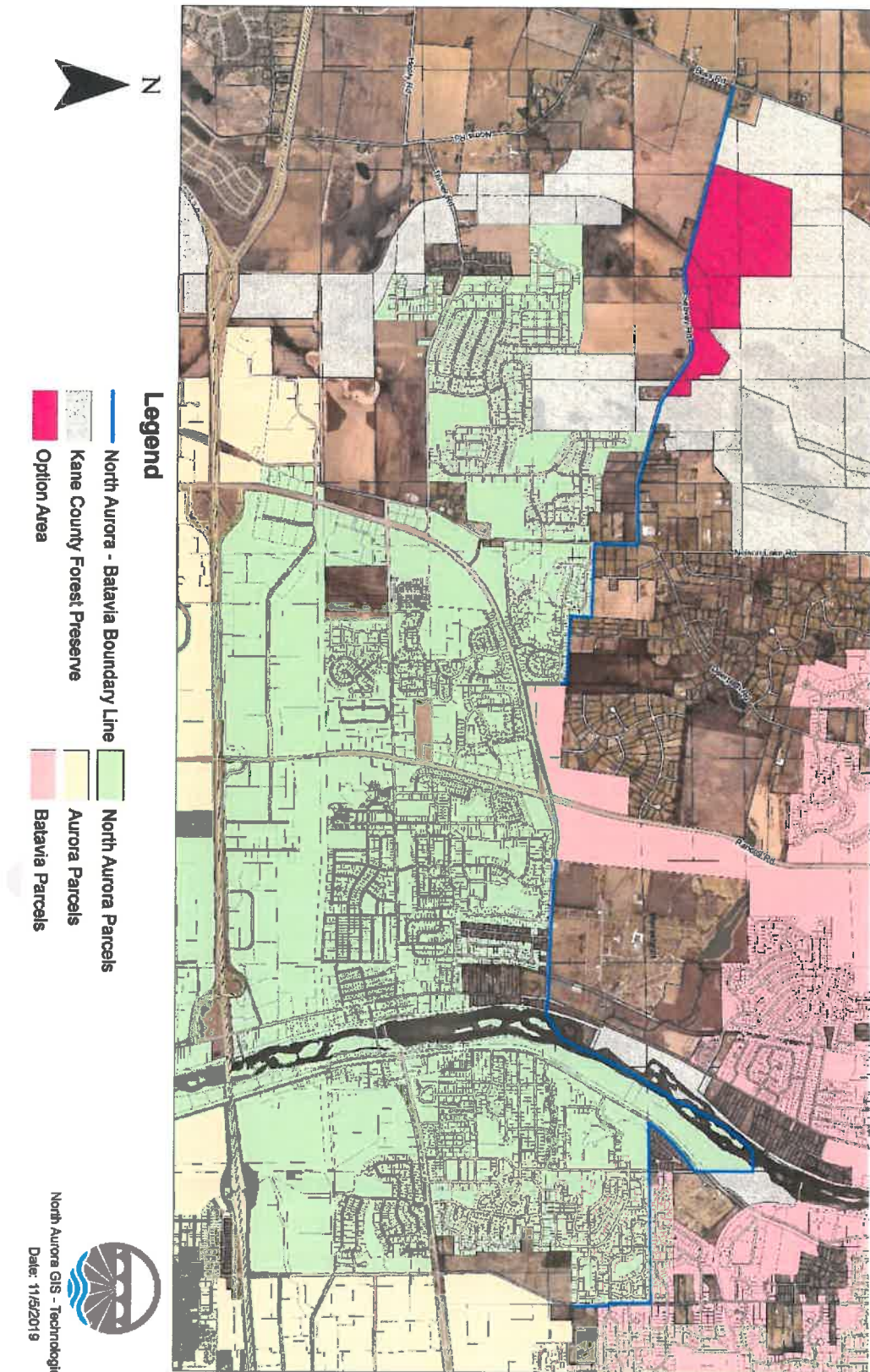


Exhibit B

VILLAGE OF NORTH AURORA

Boundary Line Legal Description

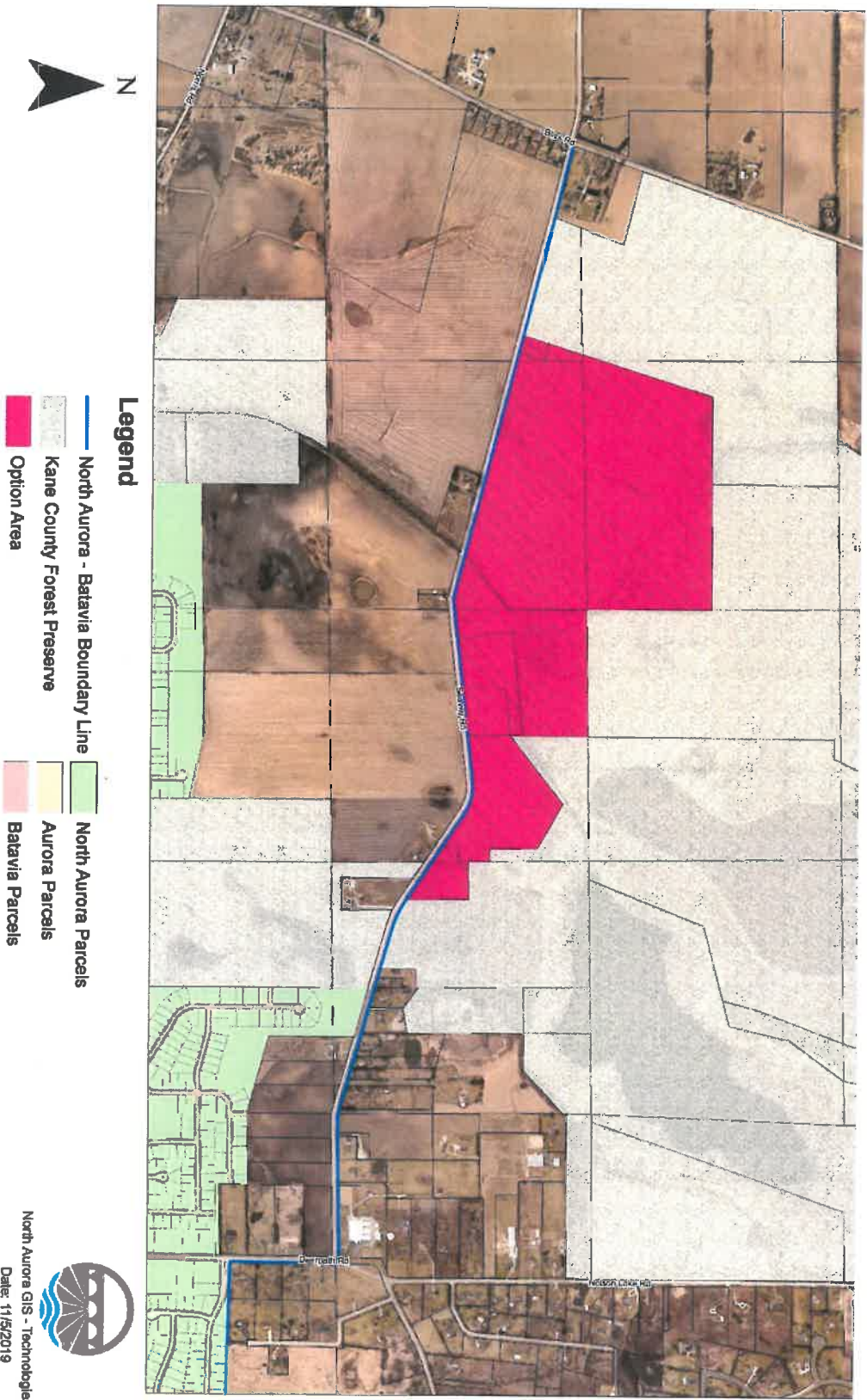
Beginning at the intersection of the east right-of-way (ROW) line of Hart Road and northwest corner of Parcel No. 12-35-100-008; thence north along said ROW line to the south ROW line of Wind Energy Pass; thence westerly along said south line extended westerly to the west ROW of Hart Road; thence northerly along said west line to the south line of Section 26; thence westerly along said south line and the south line of Section 27 to the east ROW line of Illinois Route 25 (South River Road); thence northeasterly along said ROW line to the centerline of Section 27, also being a point within Banbury Road; thence northerly along said centerline to the south line of the north half of Section 27; thence westerly along said south line to the center of westerly channel of the Fox River; thence southwestly along said channel (being located westerly of Islands 182 and 180); thence following the channel southerly between Islands 177 and 178; thence following the channel easterly of Island 174 to the south line of Section 27; thence continuing southerly along the midpoint of the Fox River to the north ROW line of Mooseheart Road, extended easterly; thence westerly along said ROW line and the north ROW line of Orchard Road to the westerly line of the Northern Illinois Gas Pipeline ROW; thence northerly along said Pipeline ROW to the north line of Orchard Estates Unit 1 and 2 subdivisions; thence westerly along the northern line of said subdivision to the east line of Autumn Ridge subdivision; thence northerly along the east line of said Autumn Ridge subdivision to the north line thereof; thence westerly along said northerly line to the east ROW line of Deerpath Road; thence northerly along said ROW line to the northerly line of Seavey Road; thence northwesterly to the intersection of Seavey Road and Bliss Road, all being in the County of Kane, Illinois.

VILLAGE OF NORTH AURORA

EXHIBIT C

Map of the Option Area

North Aurora - Batavia Option Area Map



VILLAGE OF NORTH AURORA

Exhibit D

Legal Description of Batavia-North Aurora Boundary "Option Area"

Beginning at a point on the north line of Seavey Road located 275.98 feet westerly of the north-south centerline of Section 26, Township 39 North, Range 7 East of the Third Principal Meridian, Kane County, Illinois; thence northeasterly 2,082.25 feet to a point that is 2,235.07 feet westerly of the east line of Section 26 and 1305 feet southerly of the north line of Section 26; thence east 2,235.07 feet to the east line of Section 26; thence south 1310.52 feet to a point along said east Section line; thence east 1,335.75 feet to the northwest corner of the property described in Document 94K089116 recorded December 9, 1994; thence southerly 812.87 feet along the west line of said property to the southwest corner thereof; thence northeasterly 903.17 feet to a point along the south property line of said property also being a point 269 feet south of east-west centerline of Section 25; thence southeasterly 540 feet along the south property line of said property; thence south 500 feet south to a point 131.06 feet west of the north-south centerline of Section 25 to a southwesterly corner of said property; thence east 131.06 feet along the south line of said property to the west line of the property described in Document 95K020640 recorded April 17, 1995, said line also being the north-south centerline of Section 25; thence south to a point 224.85 feet south along the west line of said property to a point on a south line of said property; thence east to a point 399.20 feet east to the west line of said property; thence south along the west line of said property 657.71 feet to the north line of Seavey Road; thence northwesterly and westerly along said north line to the point of beginning, all in Sections 25 and 26, Township 39 North, Range 7 East of the Third Principal Meridian, Kane County, Illinois.