

Meeting Held Electronically



COMMITTEE OF THE WHOLE MEETING

Monday, November 16, 2020

(Immediately following the Village Board Meeting)

AGENDA

CALL TO ORDER

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

DISCUSSION

1. 2021 Meeting Schedules
2. Aurora Boundary Line Agreement

ADJOURN

Initials: SB



Memorandum

To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Natalie Stevens, Executive Assistant
Date: November 6, 2020
Re: 2021 Annual Village Board, C.O.W., Plan Commission and
Trustee Committees Meeting Schedules

Attached for your review is the Annual Meeting Schedule for the North Aurora Village Board and Committee of the Whole (C.O.W.) meetings, the Plan Commission meetings, and the Trustee Committee meetings for the 2020 calendar year.

As noted on the Village Board meeting schedule, there are two instances when a Village Board meeting falls on a Village observed holiday (Fourth of July (being the calendar date of the 5th of July) and Labor Day) where the Village Hall is closed. In these instances there will be no Village Board/C.O.W. meeting scheduled, resulting in just one meeting each for both July and September.

Also attached is the 2021 Annual Trustee Committee Meetings for the Services Committee, Operations Committee and the North Aurora Days Committee. As noted on the Trustee Committee meeting schedule, there are two instances where a meeting falls on a Village observed holiday, whereas the Operations Committee falls on both July 5 and September 6, In these instances there will be no committee meeting scheduled. A special committee meeting can always be called for those months, if needed.

The 2021 meeting schedules for all meetings must be approved by January 1, 2021 and posted at the Village Hall and on the Village's website.



VILLAGE OF NORTH AURORA

***Holiday
Village Hall Closed
No Meetings**

2021 ANNUAL MEETING SCHEDULE

Village Board / C.O.W. / Plan Commission Meetings

Village Board & Committee of the Whole Meetings 1 st & 3 rd Mondays of each month - 7:00 pm			Plan Commission Meetings 1 st Tuesday of each month - 7:00 p.m.	
	1st Monday	3rd Monday	(unless otherwise noted)	
January	4	18	January	5
February	1	15	February	2
March	1	15	March	2
April	5	19	April	6
May	3	17	May	4
June	7	21	June	1
July	5 None - 4th of July	19	July	6
August	2	16	August	3
September	6 (None - Labor Day)	20	September	7
October	4	18	October	5
November	1	15	November	2
December	6	20	December	7

***All Village Board and Committee of the Whole (C.O.W.) Meetings will be held at the North Aurora Village Hall, 25 E. State St., North Aurora, IL unless posted otherwise. C.O.W. Meetings immediately follow the Village Board Meeting.**



VILLAGE OF NORTH AURORA

*Holidays
Village Hall Closed
No Meetings

2021 TRUSTEE COMMITTEE MEETINGS SCHEDULE

Committee	Meeting Days	Meeting Time	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
OPERATIONS COMMITTEE Mark Guethle - Chairman; Dale Berman, Mark Carroll, Laura Curtis	1st Monday of each month	6:00 p.m.	4	1	1	5	3	7	5 None 4th of July Holiday	2	6 None Labor Day Holiday	4	1	6
NORTH AURORA DAYS Mark Gaffino - Chairman	2nd Monday of each month	6:00 p.m.	11	8	8	12	10	14	12	9	13	11	8	13
SERVICES COMMITTEE Mark Gaffino - Chairman; Dale Berman, Mike Lowery, Tao Martinez	3rd Monday of each month	6:00 p.m.	18	15	15	19	17	21	19	16	20	18	15	20

All Committee Meetings will be held at the North Aurora Village Hall, 25 E. State St., North Aurora, IL unless posted otherwise.

**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: CITY OF AURORA JURISDICTIONAL BOUNDARY LINE AGREEMENT
AGENDA: NOVEMBER 16, 2020 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

On December 20, 1999, the Village Board approved Ordinance 99-12-20-01, authorizing the execution of a Jurisdictional Boundary Line Agreement together with an Intergovernmental Water Agreement with the City of Aurora. The 20-year term was set to expire on December 20, 2019; however, a one-year extension of the Agreement was approved in 2019. Staff has since been working diligently with the City of Aurora to update the boundary line agreement for another 20-year term. The Village has recently approved Jurisdictional Boundary Line Agreements with Batavia (2020) and Sugar Grove (2019).

The City of Aurora borders the Village of North Aurora along the southern and eastern limits. While the majority of the land adjacent to the boundary line is already located within the corporate limits of either municipality, the western territory is of importance as there are large unincorporated tracts of land located on either side of the boundary line.

While a majority of the current agreement would be status quo, the City of Aurora has expressed interest in including the Marmion property west of Hart Road into their corporate limits, should the property(s) desire to annex. The properties are currently located on the North Aurora side of the boundary line. As Marmion currently has sole ownership of the properties located on either side of Hart Road, their operations and stormwater systems are intertwined. The Marmion properties west of Hart Road comprise a majority of the proposed flex area, with the parcels located at the northwest corner of Butterfield Road and Hart Road being the remainder. Similar to the flex area included in the Batavia Agreement, this flex area could be annexed into either community and would remain unincorporated until the property(s) are annexed.

The proposed agreement includes specific land use restrictions for each property in the flex area. In order to provide additional buffering from the existing residential neighborhoods in North Aurora, a fifty foot (50') landscape and easement buffer would be required of any non-residential development and a fifty foot (50') rear yard setback (for principle structures) and a ten foot (10') drainage easement would be required of any residential developments. The provisions in previous Intergovernmental Agreements related to water and roads would remain in effect except as expressly revised by the Jurisdictional Boundary Agreement.

Staff is soliciting feedback on the draft Jurisdictional Boundary Line Agreement with the City of Aurora. In order to ensure the Agreement is adopted prior to the deadline, Staff will advertise the public hearing and bring an ordinance to the Board for consideration before the end of the year.

JURISDICTIONAL BOUNDARY LINE AGREEMENT

THIS JURISDICTIONAL BOUNDARY LINE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2020, by and between the CITY OF AURORA, an Illinois municipality (hereinafter referred to as "AURORA") and the VILLAGE OF NORTH AURORA, an Illinois municipal corporation (hereinafter referred to as "NORTH AURORA"), both having their principal offices located in Kane County (hereinafter referred to as "COUNTY").

RECITALS:

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

WHEREAS, AURORA and NORTH AURORA have adopted official plans; and

WHEREAS, AURORA and NORTH AURORA are contiguous to one another at numerous locations; and

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

WHEREAS, AURORA and NORTH 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, in arriving at the BOUNDARY AGREEMENT, both corporate authorities concerned gave consideration to the natural flow of storm water drainage and, when practical, included all of any single tract having common ownership within the jurisdiction of one corporate authority; 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 development of the property immediately north of I-88 (the "Bricks Property") and was intended to provide water service from NORTH AURORA to AURORA on the AURORA side of the boundary line; and

WHEREAS, the Bricks Property has not yet developed, and AURORA and NORTH AURORA desire to develop certain property directly west of Deerpath Road with light industrial and office in keeping with and to renew the BOUNDARY AGREEMENT and WATER AGREEMENT; and

WHEREAS, only one (1) of the two (2) metering stations contemplated in the WATER AGREEMENT has been constructed, and the second (2nd) metering station identified in the WATER AGREEMENT is no longer beneficial or necessary for the currently planned development, but another connection is needed; and

WHEREAS, in accordance with the spirit of cooperation and to promote mutually beneficial water planning and back-up support, AURORA has allowed an emergency water system interconnects located: (1) just east of Mitchell Road and south of Illinois Route 56; and at the intersection of Sullivan Road and Illinois Route 31; that the parties intend and desire to continue; and

WHEREAS, both corporate authorities have passed ordinances authorizing the execution of this Agreement in accordance with law.

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

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

4. The Marmion Property and Stokes Property located west of Hart Road have not yet developed, and AURORA and NORTH AURORA desire to see those properties develop with primarily high-quality residential uses with retail uses near the intersection of Hart Road

and Butterfield Road. This area has been identified as a “Flex Area” meaning that the currently unincorporated area west of Hart Road is not enforced by a boundary line as is the rest of the parcels identified in this agreement. This “Flex Area” has a unique set of characteristics including ownership by Marmion, and storm water management issues. AURORA and NORTH AURORA have identified this Flex Area as property that can be annexed into either community. The Flex Area will remain unincorporated until the entire Flex Area is annexed into either AURORA or NORTH AURORA. Until the Flex Area is annexed into either AURORA or NORTH AURORA, the area will continue to be in the COUNTY jurisdiction.

Zoning and use of the respective properties shall be defined as follows:

PROPERTY (PIN)	LAND USE
15-03-202-005	
15-03-202-006	General Business (North Aurora B-2 District Permitted Uses)
12-34-401-007	
12-34-401-008	<i>Southerly 2.5 Acres:</i> General Business (North Aurora B-2 District Permitted Uses) <i>Remainder:</i> Single-Family Residential (10,000 Square Foot Lot Minimum)
12-35-300-011	Residential Mixed Use: Single-Family Residential (No Lot Size Minimum) and/or Residential Townhomes
12-34-200-015	Single-Family Residential (10,000 Square Foot Lot Minimum)
12-35-100-035	Single-Family Residential (10,000 Square Foot Lot Minimum)

The following provisions apply only if the Flex Area is annexed to AURORA:

A) Future development of the Marmion parcels in the Flex Area shall include the following restrictions: 1) if non-residential uses are developed adjacent to existing residential in NORTH AURORA, a fifty foot (50’) landscape and easement buffer shall be included; 2) if residential uses are developed adjacent to existing residential in NORTH AURORA a fifty foot (50’) rear yard setback for principle structures that includes a ten foot (10’) drainage easement will be included. The easement may include, at the option of Aurora, extension of the stubbed road at Lloyd Lane through to the Flex Area, allowing flow through traffic to and from the residential properties in NORTH AURORA to the west.

B) NORTH AURORA agrees to allow AURORA to connect sanitary sewer and storm sewer utilities for development on the Marmion parcels in the Flex Area to the existing NORTH AURORA facilities, provided that the NORTH AURORA facilities are able to adequately handle the additional discharge as determined by sound engineering practices, with or without modification, with any modification that is required to be provided at no cost to NORTH AURORA, and pursuant to plans that are to be approved by the NORTH AURORA engineers, which approval shall not be unreasonably withheld.

C) AURORA shall notify NORTH AURORA, of any proposal for the development of any of the Marmion parcels in the Flex Area and provide NORTH AURORA the right to review and comment on any of the development plans on any of the Marmion parcels in the Flex Area prior to issuance of a building permit. Additionally, AURORA shall notify NORTH AURORA in the event of a public hearing or public site plan review in relation to the development of any of the Marmion parcels in the Flex Area.

7. Any water lines constructed by NORTH AURORA in Sullivan Road after the date of this Agreement shall remain the property of NORTH AURORA, even if they are located on the south (AURORA) side of the jurisdictional boundary line.

8. The existing water main along Deerpath Road, from Orchard Gateway to the “Bricks” development property on the AURORA side of the Boundary Line shall be maintained by AURORA.

9. Major repairs or maintenance to roads along the Boundary Line to which both municipalities are contiguous at the time of repair shall be on a 50/50% cost sharing basis. Both municipalities shall reach agreement prior to the major repairs or maintenance to be done as to the nature and extent of the major repairs or maintenance. Additionally, any local costs for signalizations on said roads shall be allocated based upon the number of intersection quadrants contiguous to the Boundary Line that are located in each municipality.

10. Each municipality shall be allowed to keep and maintain any of their existing utilities that are located within the boundary of the other municipality, and they shall respectively maintain those utilities at their own cost.

11. NORTH AURORA hereby agrees to allow AURORA, at its cost, a non-metered ten (10) inch water main connection with a pressure reducing valve and check valve from NORTH AURORA’s main to serve as an emergency interconnect for the Bricks Property to enhance the first metered connection to provide the three thousand five hundred (3,500) gallons per minute required for the development’s fire flows. This emergency interconnect at Deerpath Road will provide a second connection in the event a water main break occurs between the existing meter vault and Orchard Road. All water main from the valve west of the Deerpath Road right-of-way line shall be maintained by AURORA.

12. AURORA and NORTH AURORA have agreed to an emergency interconnect to benefit NORTH AURORA on AURORA’s water main just east of Mitchell Road and south of Illinois Route 56 as follows:

A) 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 that 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.

B) 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 provision of water service to its own residents, that Municipality shall give notice of its intent to shut the valve before doing so.

13. Provisions in previous intergovernmental agreements related to water and roads shall remain in effect except as expressly revised by this Agreement. The respective municipal authorities intend, by this Agreement, to bind themselves and their successors to the fullest lawful extent. The term of this Agreement shall be for 20 years or such further term as authorized by law.

14. The parties deem each clause, paragraph and undertaking herein to be severable and the application of this Agreement to any individual landowners to likewise be severable. Therefore, the 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 the Agreement and its application to landowners shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above and the signatories hereto represent that they are duly authorized to execute the Agreement on behalf of their respective bodies.

VILLAGE OF NORTH AURORA

CITY OF AURORA

By: _____
Its Village Administrator

By: _____
Its Mayor

Attest:

Its Secretary

Attest:

Its Secretary

EXHIBIT A

AURORA-NORTH AURORA BOUNDARY LINE MAP

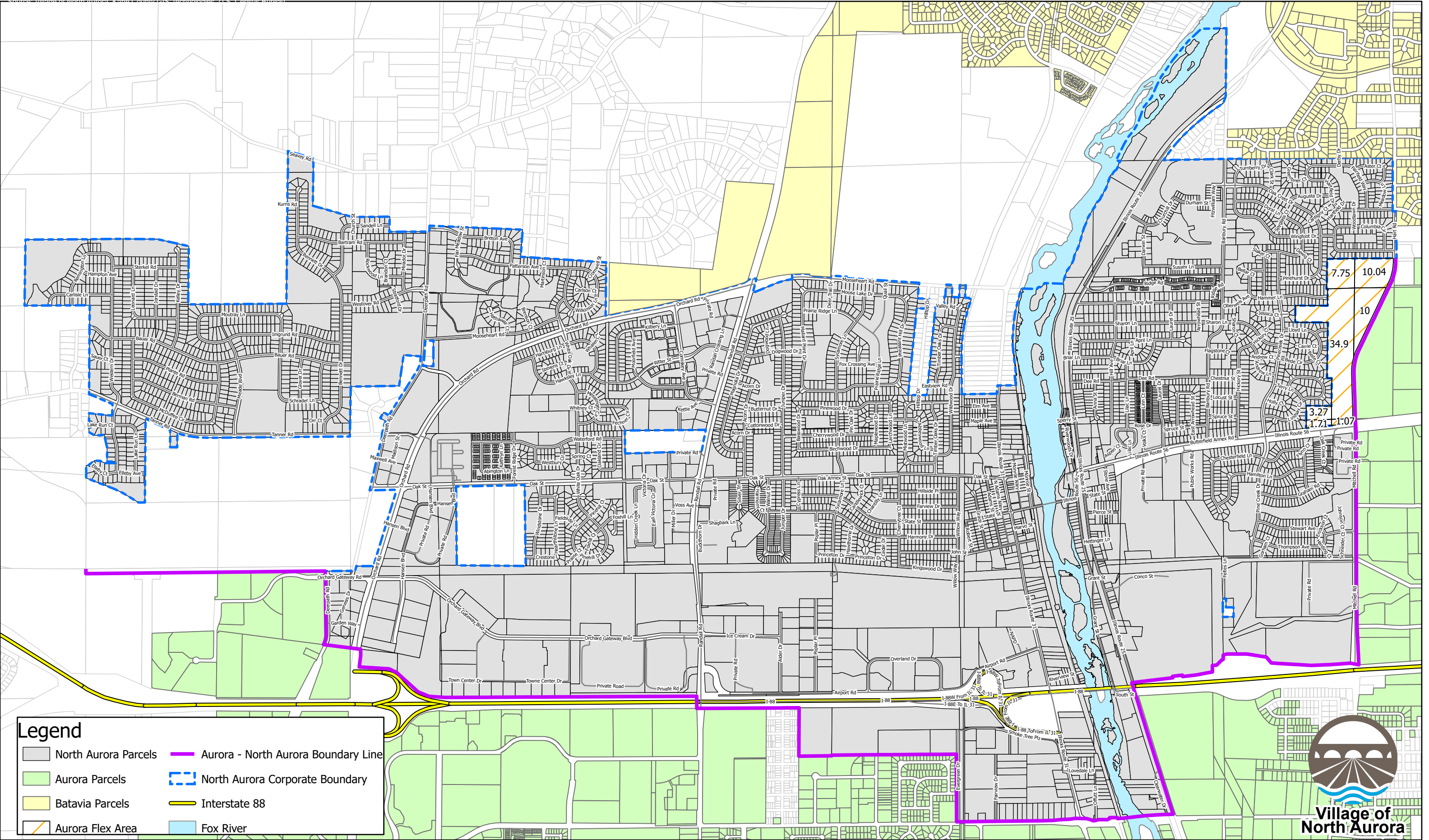
DRAFT

EXHIBIT B

BOUNDARY LINE LEGAL DESCRIPTION

DRAFT

Aurora - North Aurora Boundary Map



Legend

North Aurora Parcels

Aurora Parcels

Batavia Parcels

Aurora Flex Area

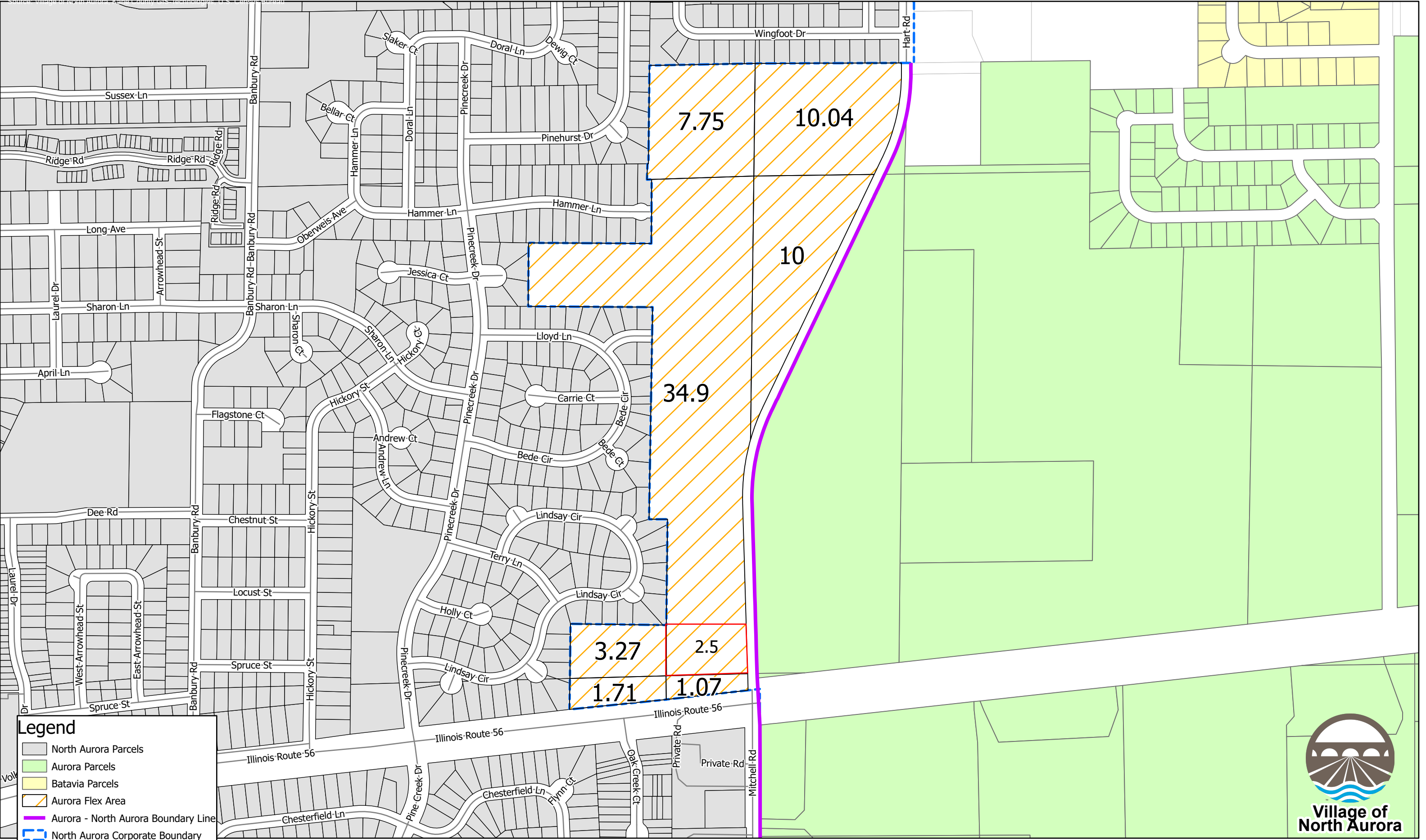
Aurora - North Aurora Boundary Line

North Aurora Corporate Boundary

Interstate 88

Fox River

Aurora - North Aurora Boundary Flex Area



Legend

- North Aurora Parcels
- Aurora Parcels
- Batavia Parcels
- Aurora Flex Area
- Aurora - North Aurora Boundary Line
- North Aurora Corporate Boundary

