



Meeting Held Electronically

**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, DECEMBER 21, 2020 - 7:00 P.M.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

AGENDA

Due to the current COVID-19 pandemic, Village Board meetings will be conducted live remotely via telecommunications to help prevent the spread of COVID-19. The public is invited to attend the board meeting remotely via telecommunications. The Village Board meeting will be conducted on Zoom. The public can access the meeting as follows:

Website Address: <https://us02web.zoom.us/j/89389395523>

Meeting ID: 893 8939 5523

Dial In: +1 312 626 6799

This procedure is being followed pursuant to the Illinois Open Meetings Act (5 ILCS 120/2.01 et seq.) as amended by Public Act 101-0640.

CALL TO ORDER - SILENT PRAYER - MEDITATION - PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

Aurora Boundary Agreement

AUDIENCE COMMENTS

TRUSTEE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 12/07/2020 and Committee of the Whole Minutes dated 12/07/2020
2. Interim Bills List Dated 12/17/2020 in the Amount of **\$48,227.50**
3. Bills List Dated 12/21/2020 in the Amount of **\$344,500.66**

NEW BUSINESS

1. Approval of Ordinance Approving the Third Amendment to the Annexation Agreement for the Moose Lake Estates Subdivision
2. Approval of Ordinance Approving a Plat for Moose Lake Estates – Unit 3
3. Approval of Ordinance Amending the North Aurora Code Section 5.08.350 To Decrease the Number of Class B Liquor Licenses Authorized in the Village Of North Aurora
4. Approval of Ordinance Amending the North Aurora Code Section 5.08.350 To Increase the Number of Class B Liquor Licenses Authorized in the Village Of North Aurora
5. Approval of Ordinance Approving a Jurisdictional Boundary Line Agreement with the City of Aurora
6. Approval to Purchase Emergency Equipment Lighting and Installation for Police Patrol/Utility Vehicles from Miner Electronics Corp. in the Amount of **\$27,121.58**

OLD BUSINESS

VILLAGE PRESIDENT

COMMITTEE REPORTS

TRUSTEES COMMENTS

ADMINISTRATOR'S REPORT

ATTORNEY'S REPORT

VILLAGE DEPARTMENT REPORTS

1. Finance
2. Community Development
3. Police
4. Public Works

EXECUTIVE SESSION

ADJOURN

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
MONDAY, DECEMBER 7, 2020**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely
via telecommunications.

CALL TO ORDER

Mayor Berman called the meeting to order.

SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

In attendance: Mayor Dale Berman, Trustee Laura Curtis, Trustee Mark Gaffino, Trustee Mike Lowery, Trustee Mark Guethle, Trustee Mark Carroll, Trustee Martinez.

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Public Works Director John Laskowski, Police Chief Dave Fisher.

PUBLIC HEARING – 2020 Tax Levy

AUDIENCE COMMENTS – None

TRUSTEE COMMENTS – None

CONSENT AGENDA

1. Village Board Minutes dated 11/16/2020 and Committee of the Whole Minutes dated 11/16/2020
2. Interim Bills List Dated 11/23/2020 in the Amount of **\$88,172.86**
3. Interim Bills List Dated 12/02/2020 in the Amount of **\$74,610.00**
4. Bills List Dated 12/07/2020 in the Amount of **\$284,200.79**
5. Approval of 2021 Meeting Schedules
6. Pay Request #3, Final, for Well #8 and #9 Contract C – Site Work to H. Linden & Sons Sewer and Water, Inc. in the Amount of **\$96,360.32**
7. Approval to Grant a Sanitary Sewer Easement to Fox Metro Water Reclamation District

Motion for approval made by Trustee Gaffino and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

NEW BUSINESS

1. **Approval of the Messenger Public Library Resolution of the Board of Library Trustees for .02% Maintenance Tax**

Motion for approval made by Trustee Guethle and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

2. Approval of an Ordinance For The Levy And Assessment of Taxes in and for the Village of North Aurora, Kane County, Illinois for the Fiscal Year Beginning June 1, 2020 and Ending May 31, 2021

Finance Director Bill Hannah explained the tax levy for the Village is approximately \$2.6 million, which is down about 7.8% from last year, or about \$220,000. Last year was the final levy for payment of bonds on Messenger Public Library.

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

3. Approval of an Ordinance Levying the Taxes for the Waterford Oaks Special Service Area #4 for the Fiscal Year beginning June 1, 2020 and ending May 31, 2021

Motion for approval made by Trustee Lowery and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

4. Approval of an Ordinance Levying the Taxes for the Oak Hill Special Service Area #7 for the Fiscal Year beginning June 1, 2020 and ending May 31, 2021

Motion for approval made by Trustee Curtis and seconded by Trustee Guethle. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

5. Approval of an Ordinance Levying the Taxes for the Timber Oaks Special Service Area #8 for the Fiscal Year beginning June 1, 2020 and ending May 31, 2021

Motion for approval made by Trustee Gaffino and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

6. Approval of an Ordinance Levying the Taxes for the Pinecreek (Phase III) Special Service Area #9 for the Fiscal Year beginning June 1, 2020 and ending May 31, 2021

Motion for approval made by Trustee Lowery and seconded by Trustee Martinez. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

7. Approval of an Ordinance Levying the Taxes for the Willow Lakes Special Service Area #11 for the Fiscal Year beginning June 1, 2020 and ending May 31, 2021

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

8. Approval of an Ordinance Levying the Taxes for the North Towne Centre Special Service Area #32 for the Fiscal Year beginning June 1, 2020 and ending May 31, 2021

Motion for approval made by Trustee Guethle and seconded by Trustee Martinez. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

9. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2020 to Pay Debt Service on \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source)

Finance Director Bill Hannah noted these were related to the construction of the police station.

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

10. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2020 to Pay Debt Service On \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source)

Finance Director Bill Hannah noted these were related to water projects.

Motion for approval made by Trustee Carroll and seconded by Trustee Gaffino. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

11. Approval of Resolution Rebating Select 2020 Liquor License Fees

Village Administrator Bosco said previously the Board opted to waive liquor license fees for certain liquor license classes in the upcoming year. He said given that the Board had made comments about helping out businesses quickly and currently there was the option to rebate those same classes of liquor licenses for those that had already paid for the 2020 registration. It would be about \$1,500 to \$3,000 an establishment and between the rebate and the fee waiver for next year would provide each business between \$3,000 to \$6,000 between now and March 2022. The funds would be taken out of the general fund.

Motion for approval made by Trustee Carroll and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes. **Motion approved (6-0).**

OLD BUSINESS - None

VILLAGE PRESIDENT – None.

COMMITTEE REPORTS - None

TRUSTEES COMMENTS – Trustee Guethle said he thought the silo looked great.

ADMINISTRATOR'S REPORT – Administrator Bosco said the Silo Restoration and Illumination project was in its final steps and Staff would be receiving training on Friday with the goal to get the silo going in the next week or so.

ATTORNEY'S REPORT - None

VILLAGE DEPARTMENT REPORTS

1. **Finance** –Director Hannah said the Village received its CARES Act relief fund check today and that process has now been wrapped up.
2. **Community Development** – None

3. **Police** – None
4. **Public Works** – None

EXECUTIVE SESSION - None

ADJOURNMENT

Motion to adjourn was made by Trustee Guethle and seconded by Trustee Curtis. All in favor. **Motion approved.**

Respectfully Submitted,

Natalie F. Stevens
Deputy Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
DECEMBER 7, 2020**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely
via telecommunications.

CALL TO ORDER

Mayor Berman called the meeting to order.

ROLL CALL

In attendance: Mayor Dale Berman, Trustee Mark Gaffino, Trustee Laura Curtis, Trustee Mike Lowery, Trustee Mark Guethle, Trustee Mark Carroll, Trustee Martinez.

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Public Works Director John Laskowski, Police Chief Dave Fisher.

AUDIENCE COMMENTS – See below

TRUSTEE COMMENTS - None

DISCUSSION

Mayor Berman announced that audience comments would take place following the presentation on the presented items and the Board's discussion. He asked that comments be kept to three minutes and said he was aware of the interest in the subject, but requested that in the interest of time that repetitions of the same comments were kept to a minimum.

Village Administrator Steve Bosco explained that Village Attorney Kevin Drendel would present an overview of the two items being discussed prior to the Board discussion, which he noted were distinctly different although both related to Moose Lake Estates, and also noted that no vote was being taken at a Committee of the Whole meeting and this was for discussion purposes only tonight.

PRESENTATION

Village Attorney Drendel gave an overview of the history of Moose Lake Estates and its development. The original annexation agreement was approved in 2003 and included a preliminary plat and plan, which was incorporated as part of the zoning, being E-3 estate residential, and subdivision deviations and zoning deviations were part of the PUD (planned unit development). The 1990 zoning code was what applied at the time and PUDs were not required for single family projects and are not required under the current 2013 building code either. The preliminary plat for Moose Lake Estates was approved in 2003 and the plat lays out the parameters of the lots, streets and easements for both units 1, 2 and 3. The preliminary plan includes those same lots with further details like landscaping and streets, which all together become part of the PUD.

Attorney Drendel again noted that PUDs are not required for single-family homes, but said at the time Moose Lake Estates requested one as they wanted to have deviations in the subdivision code as well as to underlying zoning to allow for staggered setbacks and variations. The PUD did not incorporate architectural design standards, building elevations or a minimum house size. To that, the PUD was "silent" on those items. The PUD was coded for E-3 zoning, which is a transition from less dense to more dense and E-3 zoning looks at lot size as well as setbacks, but the zoning code does not impose design standards.

Attorney Drendel said no one anticipated in 2003 what was to come with the beginning of the housing recession. The original developer, Gladstone, approached the Village in 2008 as they were required to have completed all public improvements for the subdivision but unit 3 was not yet built out and units 1 and 2 were not completed. The Village provided a three-year extension. In three years though not much had changed with the economy and the Village and Gladstone agreed to suspend their requirement to build out the public improvements, but that suspension was on the condition of vacating the plat. Part of the reason for that, Drendel explained, is once a plat is approved the ordinances provide a certain amount of time for the subdivision to be built out alongside public improvements. The idea was that rerecording the plat would trigger the need to complete those public improvements. Gladstone was required to replant and grade unit 3 lots to help with erosion control and that is where the subdivision has remained until today.

Attorney Drendel said there were two items being brought before the Board for discussion tonight. The first is a request to approve the plat for rerecording and that the new developer, M/I Homes, has not asked for any changes. The only changes in the plat were ones submitted by Village engineers regarding easements on two lots, but otherwise the plat they are asked to be rerecorded is the same one that was originally expected to be rerecorded in 2011. Attorney Drendel said M/I Homes has taken the position that the Village has no discretion to refuse to approve the plat as there are no deviations save for ones the Village requested. He also said some discussions of PUD had been brought to his attention and said he believed there some misunderstandings on how the PUD applies and said provisions, purposes and standards in the 1990 code are prospective in application and that the code is designed to guide review processes and decision making and set parameters so the Village can create the PUD. When the PUD is silent on items then the default rules of the underlying zoning take place.

The second item is the amendment to the annexation agreement, which is seeking to confirm obligations that already exist and to lock in building permit fees for the next five years. As part of the annexation agreement, M/I Homes has agreed to concessions to not build homes less than 1,900 square feet and they would not build any one-story ranch models next to already existing homes, and they also offered to complete the public improvements that otherwise the Village would be obligated to do so. The Village does not have to approve the annexation agreement and Attorney Drendel said M/I Homes has no right to demand the Village approves it.

Attorney Drendel concluded his presentation.

1. Moose Lake Estates Subdivision Unit III Plat

Community & Economic Development Director Mike Toth explained that unit 3 has 36 lots and is centrally located and when the plat was submitted they checked the underlying zoning and all was confirmed and noted that the previously approved unit 3 plat was identical to the one before the board now save for the easement changes Village engineers had requested. He said that M/I Homes can build in units 1 and 2 as they are now, but need the plat approval for unit 3.

Trustee Curtis asked that if the Board did not grant approval did that mean the lots are unbuildable for this developer and Trustee Carroll asked for clarification on Attorney Drendel's comment about the developer taking the position that the Board did not have discretion to deny the plat and if the Village did in fact have such discretion. Attorney Drendel explained that in pushing this answer to the extreme if 50 years were to go by and a developer came in wanting to rerecord the plat that because of the passage of time there may be some kind of discretion to exercise; but in this case it has only been eight years and asked the question on what basis would the Village deny it, given the fact it is the same document that the Village had originally expected to re-record in the future. Trustee Martinez asked for some clarification

onto the years noted in the example, and Attorney Drendel said the question came to if there was anything that's changed in the last eight years that would warrant refusal to approve the plat in re-recording. Right now he said anyone could come in and build single family homes in units 1 and 2 provided they complied with the rules in place.

Trustee Lowery said the basis for denying the request would be the complaints of the residents that live there and that elect the trustees to represent them. He said his heart went out to all those affected in this process. Attorney Drendel said the concern for the residents was well taken, but said the platting process is a subdivision process, not zoning, and no one has brought up to re-examine zoning, which had that been the case would have allowed the Village to raise issues of the PUD. But he said he did not see the Village having the authority to open up the zoning provisions now and add new requirements.

Trustee Martinez asked about the Homeowner's Association (HOA) having rules, which Trustee Curtis also followed up with to see if the HOA would be able to create façade requirements and minimum square footage. She added that the Village Board has no control over what a HOA can do, but if they came up with minimum standards than those would need to be respected in the guidelines. Attorney Drendel said it depends on how the HOA covenant reads and that theoretically as a general proposition that yes, that would apply.

Trustee Curtis said given that and that by approving the annexation agreement to provide some minimum standards, she would like to see if there was some way the HOA could regroup and take charge of what they would like to see for the standards. Mayor Berman asked when the HOA would have the power to do that, as initially when the subdivision is set up the developer has control that is later turned over to the HOA. Trustee Lowery asked if there was a compromise that Village Staff could look into with the builder on at least the aesthetic appearance to which Mayor Berman had said Staff had already done so but the only concessions M/I Homes were willing to pursue were the previously mentioned ones of no homes smaller than 1,900 square feet and no ranch homes next to existing homes. Trustee Curtis said again that she thinks the Board needs to step back and see what the HOA can do and proceed from there.

2. Moose Lake Estates Subdivision Third Amendment to Annexation Agreement

Director Toth once more explained that the Village was not required to approve the amendment to the annexation agreement and that it was looking to reaffirm items that had already been approved as well as seeking a lock on building permit fees for the next five years – which Director Toth added the Village hasn't raised fees in some time and doesn't see a change in the horizon so that may be a moot point – and also agreeing to finish the public improvements and the concessions noted above. He added that the buyer is looking to close by the end of the year.

Trustee Carroll said the Village has discretion with the annexation agreement but does not have such with the plat and noted that he does not want the Village to end up in court. He said the Village has to look at its own wellbeing and that this does not just impact Moose Lake residents as if the Village is sued by the developer for refusing to approve the plat it will cost all of North Aurora's taxpayers, and that the direction of the design of the homes is out of the Village's control. He brought up the idea of possible additional concessions the Village could offer, like building permit fees, to encourage the builder to enhance the facades.

Administrator Bosco said Staff had reached out to M/I Homes to discuss lowering Village impact fees if they would consider making the homes more appealing, but the buyer was not interested in the proposal. Trustee Martinez said he felt that the builder was trying to cash out on the fact earlier residents built 4,000

square foot homes and they were now trying to build half of that size and does not agree with the builder's position and feels it is unfair for current homeowners.

Mayor Berman said there were no questions about the legalities of the E-3 zoning and that the Village is required to approve the plat for unit 3 and that the developer can move ahead with building in units 1 and 2 regardless of it. He said if the Village approved the amendment to the annexation agreement there would at least be those concessions provided. He said the Village's hands were tied and said if the HOA had the ability to make things different then that was good for them. He said the best the Village could do was get some concessions by approving the annexation amendment.

The meeting was then opened for audience comments.

AUDIENCE COMMENTS

Pablo Hernandez, 536 North Sycamore – deferred his comment to Vince Tessitore but noted he would like to speak later in the meeting.

Vince Tessitore, 394 Pheasant Hill Drive – said that in regards to the original PUD provisions applying to Moose Lake Estates that there is a section that notes the Village has to approve architectural standards as section 5.4M prohibits physical features that would negatively affect a neighborhood and that at the time the neighborhood would have had Gladstone's physical features. He said the physical features M/I is proposing are not Gladstone features and that they fall well short of Gladstone's features. He said the village should deny any building permits M/I Homes submits because the approval in 2003 only allowed physical features presented at the time and it was not a blanket approval. He said that the architectural structures approved at that time cannot be violated and that M/I Homes is violating it and as such all building permits they submit should be denied.

Kenneth Olson, 406 Mallard Point Drive – said he heard different provisions for one owner vs. multiple owners and wanted to know why this was not a consideration of multiple owners. He said there was now a second owner coming in with a far inferior product. He also said the question was asked was what had changed in eight years and said drastic things have, including Gladstone not able to develop any of the property. Said this PUD was silent on standards so that was important to bring into the discussion. If there was no minimum housing standards because it was silent before then it is now the trustees' role to correct it. He said Gladstone maintained control of the HOA for an extended period due to how slow the development went. He mentioned that there was consideration as to what this would cost the taxpayers if there was a lawsuit and questioned what this decision would cost the Village in PR and said he would not take this standing down. Asked the Village to deny the request without a minimum build standard.

Scott Barenbrugger, M/I Homes – introduced M/I Home's attorney Vince Rosanova, who he said would speak to clear up some misinformation on the facts of M/I Homes' proposal.

Vince Rosanova, M/I Homes – he said he first wanted to address the item of if the Village had discretion to deny approval of the plat for unit 3. He said from their perspective they reviewed the original annexation agreement between the developer/owner and the Village and that the Village must approve plats that are in substantial conformance. Not only was the plat they provided in substantial conformance, but it was a mirror image. He said the Village is not only required to approve the final plat if it meets all Village codes, which it does, but that there's an annexation agreement and its second amendment that grants those contract rights.

He said M/I homes did not agree in the approach to delay approval of the plat to give time to amend covenants and said that covenants don't allow for homeowners to amend them to the detriment of the developer and said even if that time was granted it would not be effective. He said while M/I Homes

would be willing to enter into the annexation agreement that would see them complete the public improvements, that is to the discretion of the Village. In regards to the comments made by Vince Tessitore about the PUD zoning he said that was inconsistent with Illinois law and that elements of a PUD are determined at initial approval and relate to the E-3 zoning. He said the claim that if homes are not large enough or costly enough that they violate the PUD is untrue. He asked the Board to speak after other testimony was heard to provide a chance for rebuttal.

Pablo Hernandez, 536 North Sycamore – said that if the plat was approved he didn't believe homeowners would have 75% of voting rights to approve any changes that would have any impact but as the plat currently sits homeowners do have the ability to make changes. He said he does not think it is fair to the Village or residents that M/I Homes is trying to rush the Village into a decision and said the Village has until 2023 to approve the plat and shouldn't rush just because M/I Homes has a deadline on their end. He said M/I's comments that they could come in to build 800 square foot homes sounds like strong arming and doesn't feel that anyone should be put into that position. Said that the developer can submit proposals as much as they want but that it does not fit into what the Village ordinance states and will hurt the land and buildings.

Katie and Sean Ferguson, 503 Prairie Ridge Lane – moved into Moose Lake Estates in October 2019 and said what M/I is proposing is going to create a divided neighborhood, which was a reason they did not move to an establishment in Plainfield. Said the decision would devalue homes and might possibly divide us and make for very uninviting homes. Questioned why M/I Homes cannot bring their better quality homes to Moose Lake Estates.

Mike Herlihy, 445 Sycamore Lane (HOA Board Member) – said that the original Gladstone development had a very positive impact and shifted diversity. As a former Village board member he said they did not require to codify square footage and said during discussions then they and developers felt that the lot size would drive content and that it was rare for a municipality to codify square footage or architectural features. Said the smaller homes coming in that M/I was proposing would affect the home values and then that assessed value would affect the Village's tax base and that making a decision now would lead to a more difficult situation. He also noted that the scope of the HOA is to manage the public space in a community and they have limitations.

Valerie Shoger, 1473 Hearthstone Lane – lives in Windstone Place was wanted to support the residents who live in Moose Lake Estates. Said that having these proposed smaller homes go into the beautiful subdivision is not what North Aurora needs. She said that North Aurora has a very diverse community with housing for all different types of incomes and emphasized that Moose Lake Estates are estate homes. Said she was disappointed to hear the builder's attorney basically threaten the Village and asked the Village to take their time in making a final decision. Mayor Berman spoke and said the entire board loves North Aurora as much as she did and love every part of it and they are trying to do their best. He added he did not feel that the attorney was threatening but telling it like it was.

Derek Dortch, 415 Prairie Ridge Lane – said he moved into Moose Lake Estates in July 2020 and had some confusion as to whether this was a HOA or a Village Board meeting. After clarification he said he felt that M/I Homes was trying to strong arm them and had questions regarding the authority of who approved the building of homes.

Village Attorney Drendel spoke to Mr. Dortch's questions that the Village has limited authority over property in the Village and that authority is exercised through zoning and subdivision. The power the Village has is setting minimums in which people need to operate, but it does not dictate what someone needs to do on their property and that Village zoning does not trump property rights. He said when Gladstone came in they had a grand vision and got the annexation agreement approved and it established

parameters, but those parameters are limited. If everything had gone according to plan then Gladstone would have finished the subdivision several years ago, but no one could have foreseen the economic downturn that occurred. He said in hindsight knowing what the future would bring they perhaps could have set in place minimum standards, but that most zoning codes establish maximums, not minimums, and specify the size of the lot and not the building. He said the residents' concerns are recognized. Noted that units 1 and 2 of Moose Lake Estates are not on the table for discussion today and those lots can be built on within the existing parameters and that Gladstone could sell those lots to M/I Homes or another developer to build on a lot or two or three and the Village cannot change those parameters.

Thomas Pierre, 533 Sycamore Lane – said the community is something they cherish and want to uphold and said if this was the right thing being done he didn't think there would be an issue. But it comes down to the fact residents felt like they found the pot of gold at the end of a rainbow in Moose Lake Estates and that they can do better than what is being proposed. Said there were enough people involved to figure this out and keep what was planned back in 2003.

Vince Rosanova, M/I Homes – he said that M/I homes is not attempting to rush anything and it has been a fairly long process already. He said the comment regarding the Village having until 2023 under the current annexation agreement in place is a misinterpretation and that while it expires in 2023 the Village can't wait three years to approve a plat. He said they were not trying to strong arm anyone and said the examples he gave of the 800 square foot home sizes were meant to show an example of what could be built on those lots. He noted M/I Homes reached out to the HOA and agreed to voluntary restrictions. He said he does not believe that adding 68 single family homes will devalue any homes. He said he knew there was fear someone would propose apartments or townhomes and that is not the case here. These would be single family homes that would only be 27% of the neighborhood and the idea that they would create a divided neighborhood is inaccurate as they are going to complete a neighborhood that has been unfinished for over 10 years. He said M/I Homes believes in their homes and believes they will have a positive impact and will continue to work with homeowners as they proceed forward.

Brian LoCicero, 466 Pheasant Hill Drive – said he felt it was important to bring up the HOA laws given trustees referencing them and that the HOA did not have recourse as since the developer has 27% of the units the developer still maintains control. He said they feel very hamstrung. He said he hears everyone saying their hands are tied. He said the builders always say that requests could be options and are 'we might' or 'we could.' Asked the builder to think this through.

Rebecca Hernandez, 536 Mallard Point Drive – said she wanted to correct Attorney Drendel to his comment that communities do not set minimum standards. Said Aurora, Illinois has wording for their estate zoning that no family dwelling is to be less than 3,500 square feet. She said Attorney Drendel was adamant that wording was not used and yet it is so common it is right next door.

DISCUSSION (CONT.)

Village Administrator Bosco asked for direction from the Board and Mayor Berman asked each trustee to speak one by one.

Trustee Curtis said it was two separate issues that aren't directly correlated to the product the builder wants to build. She said the Board's hands are tied and would like to see what the HOA can do to remedy this in some way to work with the builder to incorporate more conformity. She said the builder was going to build whether or not they voted this through and said she thought they should approve the annexation agreement incorporating the minimum standards as it provided some measure of protection and was the lesser of two evils. She said she was therefore in favor of approving the vote.

Trustee Carroll said he felt the items had to be brought to a vote and that he didn't feel the Board could delay it. He said he was torn as he respects the citizens comments and concerns also respects the builders trying to make an improvement to an incomplete subdivision. Said he would love to see the builder make a concession of 2,500 square feet. Said he was curious as to why their minimum square footage is at 1,900 square feet in a subdivision full of 3,000 square foot houses and why that would be more conducive to the people they're selling to.

Trustee Lowery expressed his appreciation for the concessions already made and said he knows the developer is a business and businesses are primarily looking to profit, but he said there was a human element to business too. Said he was wondering if there was a way to appease those already living in the subdivision by building more aesthetic architectural features. Regarding the Board's responsibility he said he agreed with the other trustees. He said his heart went out to the affected residents and he would not want to be in their position. He said given what he has learned tonight he'll have no choice except to vote to approve these although he will be voting reluctantly.

Trustee Martinez said he has no doubt the builder intends to build quality homes and that this builder has his own vision and that markets change. He said the market change is creating a clash right now. He said there was an impression the Board has the power to stop these decisions but their decision making is limited. He'd like to see some sort of commitment for everyone involved and expressed concerns he does not know if new residents to Moose Lake Estates would feel welcomed. He wants to see a good subdivision and cohesion. He said he understood the Village's legal obligations and abilities. If he had to vote right now it would not be a favorable vote.

Mayor Berman added that there are very few homes the size of current Moose Lake Estates homes being built right now. He added that they talk about communities and that communities are based upon the people that live there, not the size of the home.

Trustee Guethle said he'd like to see a little more from the builder to work with the HOA.

Trustee Gaffino noted he was on Plan Commission when this property developed and said they are beautiful homes. He said unfortunately the economy has changed and smaller homes may be what is selling. He'd like to see something more compatible. He noted that according to the Village's attorney the Village did not have much to go on, but he was not in favor of it.

Mayor Berman said there are no guarantees when it comes to houses. He said he's seen homes built and torn down and people complaining about zoning and who is going to be their neighbor. He said he is always trying to do the best thing for North Aurora. This may not be the thing they want to do, but they have to do something. He said he knows the concerns of the people but the legal part is the most important thing and acknowledged what the Village is bound to do legally.

AUDIENCE COMMENTS (CONT.)

(Audience Comments previously finished; two additional residents requested to speak following that portion and have been included here)

Brian LoCicero, 466 Pheasant Hill Drive – said he felt it was important to bring up the HOA laws given trustees referencing them and that the HOA did not have recourse as since the developer has 27% of the units the developer still maintains control. He said they feel very hamstrung. He said he hears everyone saying their hands are tied. He said the builders always say that requests could be options and are 'we might' or 'we could.' Asked the builder to think this through.

Rebecca Hernandez, 536 Mallard Point Drive – said she wanted to correct Attorney Drendel to his comment that communities do not set minimum standards. Said Aurora, Illinois has wording for their estate zoning that no family dwelling is to be less than 3,500 square feet. She said Attorney Drendel was adamant that wording was not used and yet it is so common it is right next door.

DISCUSSION (CONT.)

Village Administrator Bosco said these two items would be brought to the next Village Board agenda on December 21, 2020.

EXECUTIVE SESSION – None

ADJOURNMENT

Motion to adjourn made by Trustee Guethle and seconded by Trustee Curtis. All in favor. **Motion approved.**

Respectfully Submitted,

Natalie F. Stevens
Deputy Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 12/17/2020 - 1:25PM
 Batch: 00504.12.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
A's Restaurant and Bar, LLC						
468068						
2020 Liquor License Rebate- Class A	1,100.00	01-490-4799	Misc. Expenditures	12112020	12/11/2020	12/17/2020
Total:	1,100.00	*Vendor Total				
BGP Group Inc						
468074						
2020 Liquor License Rebate- Class A For Oak St	2,450.00	01-490-4799	Misc. Expenditures	12112020	12/11/2020	12/17/2020
Total:	2,450.00	*Vendor Total				
Bocca Burros Corp						
468072						
2020 Liquor License Rebate- Class B	2,200.00	01-490-4799	Misc. Expenditures	12112020	12/11/2020	12/17/2020
Total:	2,200.00	*Vendor Total				
Brother Chimp Brewing, LLC						
468066						
2020 Liquor License Rebate- Class J-3	1,500.00	01-490-4799	Misc. Expenditures	12112020-01	12/11/2020	12/17/2020
2020 Liquor License Rebate- Supplemental SE-	50.00	01-490-4799	Misc. Expenditures	12112020-02	12/11/2020	12/17/2020
Total:	1,550.00	*Vendor Total				
Bulldog Ale House						
468076						
Liquor License Rebate- Class A	2,400.00	01-490-4799	Misc. Expenditures	12112020	12/11/2020	12/17/2020
Total:	2,400.00	*Vendor Total				
Commonwealth Edison						
000330						
Well #9 10/15 - 11/16	13,436.71	60-445-4662	Utility	0543120261	11/16/2020	12/17/2020
Total:	13,436.71	*Vendor Total				
Fifth Third Bank						
028450						
Beacon News Mthly Renewal/ Chicago Tribune	7.96	01-440-4652	Phones and Connectivity	SBZ10272020	9/28/2020	12/17/2020
Gas For Squad/ Speedway	37.06	01-440-4440	Gas & Oil	SBZ10272020	10/20/2020	12/17/2020
Gas For Squad/ Speedway	37.81	01-440-4440	Gas & Oil	SBZ10272020	10/20/2020	12/17/2020
Beacon News Mthly Renewal/ Chicago Tribune	7.96	01-440-4652	Phones and Connectivity	SBZ10272020	10/26/2020	12/17/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	90.79	*Vendor Total				
Hao & Qing, Inc						
468064						
2020 Liquor License Rebate- Class C	1,900.00	01-490-4799	Misc. Expenditures	12112020	12/11/2020	12/17/2020
Total:	1,900.00	*Vendor Total				
Hardware Restaurant, LLC						
468065						
2020 Liquor License Rebate- Class J-1	3,000.00	01-490-4799	Misc. Expenditures	12112020-01	12/11/2020	12/17/2020
2020 Liquor License Rebate-Supplemental Out	50.00	01-490-4799	Misc. Expenditures	12112020-02	12/11/2020	12/17/2020
Total:	3,050.00	*Vendor Total				
Harners Bakery And Restaurant						
025570						
2020 Liquor License Rebate- Class C	1,900.00	01-490-4799	Misc. Expenditures	12112020	12/11/2020	12/17/2020
Total:	1,900.00	*Vendor Total				
Lindsay Beverage Enterprises, Inc						
468067						
2020 Liquor License Rebate- Class T	2,200.00	01-490-4799	Misc. Expenditures	12112020	12/11/2020	12/17/2020
Total:	2,200.00	*Vendor Total				
N A Gourmet Restaurant Inc						
468073						
2020 Liquor License Rebate- Class B For East	2,200.00	01-490-4799	Misc. Expenditures	12112020	12/11/2020	12/17/2020
Total:	2,200.00	*Vendor Total				
Randall Cafe Grill & Bar Corp						
468075						
2020 Liquor License Rebate- Class A	2,400.00	01-490-4799	Misc. Expenditures	12112020	12/11/2020	12/17/2020
Total:	2,400.00	*Vendor Total				
Run-A-Way Restaurant, Inc.						
044550						
2020 Liquor License Rebate- Class B	2,200.00	01-490-4799	Misc. Expenditures	12112020-01	12/11/2020	12/17/2020
2020 Liquor License Rebate- Class SE-O	50.00	01-490-4799	Misc. Expenditures	12112020-02	12/11/2020	12/17/2020
Total:	2,250.00	*Vendor Total				
Tecalitlan Restaurant Inc						
040480						
202 Liquor License Rebate- Class B	2,200.00	01-490-4799	Misc. Expenditures	12112020	12/11/2020	12/17/2020
Total:	2,200.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
The Blue Agave Cantina and Grill						
468077						
2020 Liquor License Rebate- Class A, SE-A	1,800.00	01-490-4799	Misc. Expenditures	12112020-01	12/11/2020	12/17/2020
2020 Liquor License Rebate- Class SE-B	300.00	01-490-4799	Misc. Expenditures	12112020-02	12/11/2020	12/17/2020
Total:	2,100.00	*Vendor Total				
Treve Family Enterprises, Inc						
468063						
2020 Liquor License Rebate- Class B	2,200.00	01-490-4799	Misc. Expenditures	121120-01	12/11/2020	12/17/2020
2020 Liquor License Rebate- Class SE-O	50.00	01-490-4799	Misc. Expenditures	121120-02	12/11/2020	12/17/2020
Total:	2,250.00	*Vendor Total				
Turf Room						
043020						
2020 Liquor License Rebate- Class A, S-P & S-	2,550.00	01-490-4799	Misc. Expenditures	12112020	12/11/2020	12/17/2020
Total:	2,550.00	*Vendor Total				
Report Total:	48,227.50					

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 12/17/2020 - 12:56PM
 Batch: 00503.12.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
A & W Restaurant						
008220						
Prisoner Meals/ Mar - Nov 2020	19.98	01-440-4450	Prisoner Mtce & Supplies	12022020	12/2/2020	12/21/2020
Total:	19.98	*Vendor Total				
Aaron Anderson						
043760						
Plan/ Zoning Commission Meeting 12/1/20	50.00	01-410-4016	Per Diem - Plan Commission	12012020	12/1/2020	12/21/2020
Total:	50.00	*Vendor Total				
Aurora Area Convention						
003770						
NA Lodging Tax/ Oct 2020	1,153.01	15-430-4752	90% Tourism Council	11022020	11/2/2020	12/21/2020
NA Hotel Tax/ Nov 2020	1,463.27	15-430-4752	90% Tourism Council	12042020	12/4/2020	12/21/2020
Total:	2,616.28	*Vendor Total				
Brackett, Michael						
005890						
Plan/ Zoning Commission Meeting 12/1/20	50.00	01-410-4016	Per Diem - Plan Commission	12012020	12/1/2020	12/21/2020
Total:	50.00	*Vendor Total				
Carus Corporation						
033300						
HMO Chemicals- WTP	350.70	60-445-4437	Chlorine	SLS 1008836	11/20/2020	12/21/2020
HMO Chemicals- ETP	315.42	60-445-4437	Chlorine	SLS/1008830	11/20/2020	12/21/2020
Total:	666.12	*Vendor Total				
Cintas Corporation						
041590						
First Aid Kits & Supplies- PW Garage	58.77	01-445-4870	Equipment	5041717334	11/13/2020	12/21/2020
Total:	58.77	*Vendor Total				
Commonwealth Edison						
000330						
East Tower Electric	41.97	60-445-4662	Utility	1313136025	11/6/2020	12/21/2020
Street Lights	3,148.68	10-445-4660	Street Lighting and Poles	3771153008	11/16/2020	12/21/2020
Street Lights	350.68	10-445-4660	Street Lighting and Poles	3771153008	10/15/2020	12/21/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	3,541.33	*Vendor Total				
Connie Holbrook						
034000						
Plan/ Zoning Commission Meeting 12/1/20	50.00	01-410-4016	Per Diem - Plan Commission	12012020	12/1/2020	12/21/2020
Total:	50.00	*Vendor Total				
Constellation NewEnergy, Inc.						
034130						
Well #4 10/6 - 11/5	6,057.02	60-445-4662	Utility	18725024701	11/20/2020	12/21/2020
Well #7 10/7 - 11/6	3,877.45	60-445-4662	Utility	18737513601	11/20/2020	12/21/2020
Well #5/ETP 10/7 - 11/6	7,197.29	60-445-4662	Utility	18737553401	11/20/2020	12/21/2020
Street Lights/ 211 River Road	2,886.62	10-445-4660	Street Lighting and Poles	18807517901	11/19/2020	12/21/2020
Total:	20,018.38	*Vendor Total				
Core & Main						
039040						
Mis-Applied Credit From Invoice M122806	235.00	60-445-4480	New Meters,rprs. & Rplcmnts.	M771756	3/26/2020	12/21/2020
Total:	235.00	*Vendor Total				
Critical Reach						
030570						
Police Bulletin Notices	350.00	01-440-4555	Investigations	1422	12/9/2020	12/21/2020
Total:	350.00	*Vendor Total				
Display Sales						
017010						
Christmas Lights- Gazebo	128.00	01-490-4761	Beautification Committee	INV-026612	11/23/2020	12/21/2020
Total:	128.00	*Vendor Total				
Doug Botkin						
047330						
Plan/ Zoning Commission Meeting 12/1/20	50.00	01-410-4016	Per Diem - Plan Commission	12012020	12/1/2020	12/21/2020
Total:	50.00	*Vendor Total				
Dunn-Rite Window Cleaning Inc.						
467922						
Window Cleaning- VH/ Nov 2020	450.00	01-445-4520	Public Buildings Rpr & Mtce	5288	11/28/2020	12/21/2020
Total:	450.00	*Vendor Total				
Ed Saloga Design Builders						
045990						
Bond Return/ 110 Long Ave	5,000.00	90-000-2225	Due To Others - Damage Bond	Permit201403	11/25/2020	12/21/2020
Total:	5,000.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Engineering Enterprises, Inc.						
467917						
2020 Road Program Construction Inspection	8,776.50	21-450-4255	Engineering	70011-01	10/27/2020	12/21/2020
Maple & Elm Watermain Inspection	141.00	60-460-4255	Engineering	70011-02	10/27/2020	12/21/2020
2020 Road Program Inspection	4,170.75	21-450-4255	Engineering	70261-01	11/24/2020	12/21/2020
Maple & Elm Watermain Inspection	841.50	60-460-4255	Engineering	70261-02	11/24/2020	12/21/2020
Total:	13,929.75	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	1,900.93	71-000-1340	Gas/Diesel Escrow	3750533	11/24/2020	12/21/2020
Diesel Fuel	1,133.76	71-000-1340	Gas/Diesel Escrow	3750535	11/24/2020	12/21/2020
Total:	3,034.69	*Vendor Total				
Fox Metro						
029650						
New Water Inspections- Oct 2020	220.00	60-445-4480	New Meters,rprs. & Rplcmts.	11022020	11/2/2020	12/21/2020
New Water Inspections- Nov 2020	400.00	60-445-4480	New Meters,rprs. & Rplcmts.	12032020	12/3/2020	12/21/2020
Total:	620.00	*Vendor Total				
GB Illinois LLC						
468069						
Bond Return/ 1015 W Orchard Rd	5,000.00	90-000-2225	Due To Others - Damage Bond	Permit201204	11/24/2020	12/21/2020
Bond Return/ 1015 W Orchard Rd	8,023.80	90-000-2225	Due To Others - Damage Bond	Permit201204	11/24/2020	12/21/2020
Total:	13,023.80	*Vendor Total				
Gladstone Homes						
031260						
Bond Return/ 437 Sycamore Ln	600.00	90-000-2225	Due To Others - Damage Bond	Permit201507	11/25/2020	12/21/2020
Bond Return/ 484 Mount Ct	300.00	90-000-2225	Due To Others - Damage Bond	Permit201508	11/25/2020	12/21/2020
Total:	900.00	*Vendor Total				
Global Water Technology, Inc.						
467862						
Freight For Proplene Glycol	100.00	01-445-4520	Public Buildings Rpr & Mtce	52544	11/10/2020	12/21/2020
Water Treatment- VH	200.00	01-445-4520	Public Buildings Rpr & Mtce	53559	12/5/2020	12/21/2020
Total:	300.00	*Vendor Total				
iBEAM Construction Cameras						
468060						
Silo Camera Hosting	50.00	01-430-4652	Phones and Connectivity	18363	12/1/2020	12/21/2020
Total:	50.00	*Vendor Total				
Industrial Door Company						
044430						
West Gate Repair- PW Garage	804.44	01-445-4530	Public Grounds/Parks Maint	112347	11/24/2020	12/21/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	804.44	*Vendor Total				
Interactive Building Solutions, LLC						
050600						
Control Repair To AHU 4	1,505.35	01-445-4520	Public Buildings Rpr & Mtce	107542	12/15/2020	12/21/2020
Total:	1,505.35	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ Dec 2020	35,882.74	01-440-4130	Health Insurance	12172020-01	12/17/2020	12/21/2020
Health Insurance- Admin/ Dec 2020	8,353.48	01-430-4130	Health Insurance	12172020-02	12/17/2020	12/21/2020
Health Insurance- CommDev/ Dec 2020	3,434.33	01-441-4130	Health Insurance	12172020-03	12/17/2020	12/21/2020
Health Insurance- PW/ Dec 2020	12,613.81	01-445-4130	Health Insurance	12172020-04	12/17/2020	12/21/2020
Health Insurance- Water/ Dec 2020	8,143.20	60-445-4130	Health Insurance	12172020-05	12/17/2020	12/21/2020
Health Insurance- Retirees/ Dec 2020	1,963.63	01-000-2055	Payroll Deductions	12172020-06	12/17/2020	12/21/2020
Health Insurance- PD Pension/ Dec 2020	2,245.78	01-000-2055	Payroll Deductions	12172020-07	12/17/2020	12/21/2020
Life Insurance- PD/ Dec 2020	99.84	01-440-4135	Life Insurance	12172020-08	12/17/2020	12/21/2020
Life Insurance- PW/ Dec 2020	37.44	01-445-4135	Life Insurance	12172020-09	12/17/2020	12/21/2020
Life Insurance- Admin/ Dec 2020	18.72	01-430-4135	Life Insurance	12172020-10	12/17/2020	12/21/2020
Life Insurance- CommDev/ Dec 2020	12.48	01-441-4135	Life Insurance	12172020-11	12/17/2020	12/21/2020
Life Insurance- Water/ Dec 2020	15.60	60-445-4135	Life Insurance	12172020-12	12/17/2020	12/21/2020
Voluntary Life/ Dec 2020	353.82	01-000-2052	Voluntary Life Insurance	12172020-13	12/17/2020	12/21/2020
Total:	73,174.87	*Vendor Total				
J & S Construction						
029060						
Watermain Repair- Aspen Ct	6,944.75	60-445-4568	Watermain Rprs. & Rplcmts.	6006001	12/11/2020	12/21/2020
Total:	6,944.75	*Vendor Total				
Janco Chemical Supply, Inc						
000660						
Custodial Supplies- PD	195.50	01-445-4421	Custodial Supplies	283435	11/25/2020	12/21/2020
Total:	195.50	*Vendor Total				
Jennifer Duncan						
032260						
Plan/ Zoning Commission Meeting 12/1/20	50.00	01-410-4016	Per Diem - Plan Commission	12012020	12/1/2020	12/21/2020
Total:	50.00	*Vendor Total				
Johnson & Buh, LLC						
467744						
Local DUI Prosecution	3,300.00	01-440-4260	Legal	20NAU04	11/15/2020	12/21/2020
Total:	3,300.00	*Vendor Total				
K. Hovnanian Homes						
043570						
Bond Return/ 2076 Bartram Rd	5,000.00	90-000-2225	Due To Others - Damage Bond	Permit201310	11/25/2020	12/21/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	5,000.00	*Vendor Total				
KenCom						
467776						
Police Software Maint	17,286.78	01-430-4510	Equipment/IT Maint	343	12/1/2020	12/21/2020
Total:	17,286.78	*Vendor Total				
Kiesler's Police Supply, Inc.						
039910						
Ammunition	1,881.60	01-440-4383	Firearm Training	IN152369	11/25/2020	12/21/2020
Total:	1,881.60	*Vendor Total				
Konica Minolta						
024860						
Copier Maint VH- Admin/ Nov2020	7.50	01-430-4411	Office Expenses	9007302505	11/21/2020	12/21/2020
Copier Maint VH- Admin/ Nov2020	38.03	01-430-4411	Office Expenses	9007336220-C	12/1/2020	12/21/2020
Copier Maint VH- PW/ Nov2020	38.03	01-445-4411	Office Expenses	9007336220-C	12/1/2020	12/21/2020
Copier Maint VH- Water/ Nov2020	38.03	60-445-4411	Office Expenses	9007336220-C	12/1/2020	12/21/2020
Copier Maint VH- CD/ Nov2020	38.04	01-441-4411	Office Expenses	9007336220-C	12/1/2020	12/21/2020
Total:	159.63	*Vendor Total				
Landware LLC						
468071						
Bond Return/ 2000 W Orchard Rd	5,000.00	90-000-2225	Due To Others - Damage Bond	Permit 201501	11/25/2020	12/21/2020
Total:	5,000.00	*Vendor Total				
Liberty Illinois Limited Partnership						
468070						
Bond Return/ 300 Mitchell Rd	5,000.00	90-000-2225	Due To Others - Damage Bond	Permit201409	11/25/2020	12/21/2020
Total:	5,000.00	*Vendor Total				
Mc Cue Builders						
031350						
Bond Return/ 824 Bennett Dr	5,000.00	90-000-2225	Due To Others - Damage Bond	Permit201309	11/25/2020	12/21/2020
Bond Return/ 802 Hathaway Ct	5,000.00	90-000-2225	Due To Others - Damage Bond	Permit201311	11/25/2020	12/21/2020
Bond Return/ 3016 Elleby Ct	300.00	90-000-2225	Due To Others - Damage Bond	Permit201409	11/25/2020	12/21/2020
Bond Return/ 318 Lake Run Ln	5,000.00	90-000-2225	Due To Others - Damage Bond	Permit201511	11/25/2020	12/21/2020
Total:	15,300.00	*Vendor Total				
Meade Electric Company, Inc.						
027140						
Traffice Signal Repair- Short Pay	52.80	01-445-4545	Traffic Signs & Signals	694361	10/27/2020	12/21/2020
Total:	52.80	*Vendor Total				
Menards						
016070						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Bleach, Cleaner	37.13	01-445-4421	Custodial Supplies	52250-01	10/21/2020	12/21/2020
No Trespassing Signs	33.96	01-445-4799	Misc. Expenditures	52250-02	10/21/2020	12/21/2020
Parts & Supplies- TP	282.71	60-445-4567	Treatment Plant Repair/Maint	54378	11/23/2020	12/21/2020
Christmas Decor	68.79	01-490-4761	Beautification Committee	54396	11/23/2020	12/21/2020
Cleaner & Parts- TP	93.59	60-445-4567	Treatment Plant Repair/Maint	54460	11/24/2020	12/21/2020
Christmas Decor	63.84	01-490-4761	Beautification Committee	54464	11/24/2020	12/21/2020
Tank Stabilizer Chemicals @WTPs	117.53	60-445-4567	Treatment Plant Repair/Maint	54527	11/25/2020	12/21/2020
Christmas Decor	254.69	01-490-4761	Beautification Committee	54549	11/25/2020	12/21/2020
Christmas Lights, Cord	99.83	01-490-4761	Beautification Committee	54844	11/30/2020	12/21/2020
Christmas Lights, Timer & Cord	87.89	01-490-4761	Beautification Committee	54857	11/30/2020	12/21/2020
Christmas Lights, Tarp	47.99	01-490-4761	Beautification Committee	54869	11/30/2020	12/21/2020
Christmas Decor	8.48	01-490-4761	Beautification Committee	54955	12/1/2020	12/21/2020
Christmas Decor	310.29	01-490-4761	Beautification Committee	54990	12/2/2020	12/21/2020
Ribbon, Wire, Mesh, Lights, Paint	84.81	01-490-4761	Beautification Committee	55008	12/2/2020	12/21/2020
Heater Cord	24.20	01-445-4870	Equipment	55072	12/3/2020	12/21/2020

Total: 1,615.73 *Vendor Total

METRONET

467874

Phone, Internet- Silo 11/24 - 12/23	92.20	01-430-4652	Phones and Connectivity	11242020-01	11/24/2020	12/21/2020
Phone, Internet 11/24 - 12/23	761.68	01-430-4652	Phones and Connectivity	11242020-02	11/24/2020	12/21/2020
Phone, Internet 11/24 - 12/23	620.68	01-445-4652	Phones and Connectivity	11242020-03	11/24/2020	12/21/2020
Phone, Internet 11/24 - 12/23	708.98	60-445-4652	Phones and Connectivity	11242020-04	11/24/2020	12/21/2020
Phone, Internet 11/24 - 12/23	560.40	01-441-4652	Phones and Connectivity	11242020-05	11/24/2020	12/21/2020
Phone, Internet 11/24 - 12/23	1,747.20	01-440-4652	Phones and Connectivity	11242020-06	11/24/2020	12/21/2020

Total: 4,491.14 *Vendor Total

MidAmerican Technology, Inc.

031610

Wire Repair- PW Garage	80.00	01-445-4511	Vehicle Repair and Maint	14655	11/16/2020	12/21/2020
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Total: 80.00 *Vendor Total

Multisystem Management Company

467966

COVID 19 Cleaning- Nov 2020	606.00	01-445-4520	Public Buildings Rpr & Mtce	2422	12/1/2020	12/21/2020
COVID 19 Cleaning- VH/ Nov 2020	350.00	01-445-4520	Public Buildings Rpr & Mtce	2423	12/1/2020	12/21/2020

Total: 956.00 *Vendor Total

North Aurora NAPA, Inc.

038730

Spark Plug	2.39	01-445-4511	Vehicle Repair and Maint	364085	10/20/2020	12/21/2020
Plow Lights	225.16	01-445-4511	Vehicle Repair and Maint	365143	11/3/2020	12/21/2020
Plow Lights	225.16	01-445-4511	Vehicle Repair and Maint	365919	11/12/2020	12/21/2020
Vehicle Bulbs- Truck #183	20.16	60-445-4511	Vehicle Repair and Maint	365964	11/13/2020	12/21/2020
Oxygen Sensor- Truck #190	97.18	01-445-4511	Vehicle Repair and Maint	366396	11/19/2020	12/21/2020
Oxygen Sensor- Truck #195	55.79	01-445-4511	Vehicle Repair and Maint	366430	11/19/2020	12/21/2020
Snow Blower Spark Plug	2.77	01-445-4511	Vehicle Repair and Maint	366809	11/24/2020	12/21/2020
Metric Socket Set	13.81	01-445-4511	Vehicle Repair and Maint	367395	12/3/2020	12/21/2020
Battery & Deposit	143.92	01-445-4511	Vehicle Repair and Maint	367503	12/4/2020	12/21/2020
Filter & Marker Light	191.22	01-445-4511	Vehicle Repair and Maint	367666	12/7/2020	12/21/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	977.56	*Vendor Total				
Office Depot						
039370						
Office Supplies	157.08	01-445-4411	Office Expenses	12912431800	10/7/2020	12/21/2020
Office Supplies	17.98	01-430-4411	Office Expenses	13840089400	12/4/2020	12/21/2020
Office Supplies	17.98	01-445-4411	Office Expenses	13840089400	12/4/2020	12/21/2020
Office Supplies	17.98	60-445-4411	Office Expenses	13840089400	12/4/2020	12/21/2020
Office Supplies	17.98	01-441-4411	Office Expenses	13840089400	12/4/2020	12/21/2020
Office Supplies	19.07	01-430-4411	Office Expenses	13890609500	12/4/2020	12/21/2020
Office Supplies	19.07	01-445-4411	Office Expenses	13890609500	12/4/2020	12/21/2020
Office Supplies	19.07	60-445-4411	Office Expenses	13890609500	12/4/2020	12/21/2020
Office Supplies	19.08	01-441-4411	Office Expenses	13890609500	12/4/2020	12/21/2020
Office Supplies	31.90	01-430-4411	Office Expenses	13917037600	11/24/2020	12/21/2020
Office Supplies	19.11	01-445-4411	Office Expenses	13917037600	11/24/2020	12/21/2020
Office Supplies	19.12	60-445-4411	Office Expenses	13917037600	11/24/2020	12/21/2020
Office Supplies	19.12	01-441-4411	Office Expenses	13917037600	11/24/2020	12/21/2020
Office Supplies	13.65	01-430-4411	Office Expenses	14088951200	12/1/2020	12/21/2020
Office Supplies	13.66	01-445-4411	Office Expenses	14088951200	12/1/2020	12/21/2020
Office Supplies	13.66	60-445-4411	Office Expenses	14088951200	12/1/2020	12/21/2020
Office Supplies	13.66	01-441-4411	Office Expenses	14088951200	12/1/2020	12/21/2020
<hr/>						
Total:	449.17	*Vendor Total				
Opus Design Build, LLC						
467727						
Bond Return/ 1200 Orchard Gateway	5,000.00	90-000-2225	Due To Others - Damage Bond	Permit201401	11/25/2020	12/21/2020
<hr/>						
Total:	5,000.00	*Vendor Total				
Paddock Publications						
044240						
Treasurer's Report	724.50	01-430-4506	Publishing/Advertising	163536-01	11/28/2020	12/21/2020
Levy Publication	257.60	01-430-4506	Publishing/Advertising	163536-02	11/28/2020	12/21/2020
<hr/>						
Total:	982.10	*Vendor Total				
Paul L Buddy Plumbing & Heating						
021070						
TV Sewer- 16 & 18 N. Cherrytree Ct	1,290.00	18-445-4570	Sewers Rpr & Mtce	29954	11/23/2020	12/21/2020
<hr/>						
Total:	1,290.00	*Vendor Total				
PDC Laboratories, Inc.						
031940						
Water Samples	39.00	60-445-4562	Testing (water)	I9444223	12/4/2020	12/21/2020
<hr/>						
Total:	39.00	*Vendor Total				
Preferred Real Estate, LLC						
467661						
NATC Rebate June 20 - Aug 20 Original All 50	49,050.45	01-490-4781	Sales Tax Rebates	12072020	12/7/2020	12/21/2020
NATC Rebate June 20 - Aug 20 Inline 50%	9,598.20	01-490-4781	Sales Tax Rebates	12072020-02	12/7/2020	12/21/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	58,648.65	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Eng Srv- LV 1st Review/ Oct 2020	4,644.00	01-441-4255	Engineering	27684-1	11/30/2020	12/21/2020
Eng Srv- LV 2nd Review/ Oct 2020	3,780.00	90-000-E240	Lincoln Valley Plan Review	27684-2	11/30/2020	12/21/2020
Eng Srv- T-Mobile Upgrade/ Oct 2020	215.19	90-000-E239	Insite- T-Mobile 600 Princeton	27685	11/30/2020	12/21/2020
Eng Srv- LV/ Oct 2020	18,831.58	90-000-E232	DR Horton - FV Golf Course	27686	11/30/2020	12/21/2020
Eng Srv- NA Smiles/ Oct 2020	208.00	90-000-E045	North Aurora Smiles	27688	11/30/2020	12/21/2020
Eng Srv- Search & Send ERP & RPA/ Nov 2020	136.50	60-445-4255	Engineering	27731	12/15/2020	12/21/2020
Eng Srv- Lot Grading 1st Review/ Nov 2020	1,534.50	01-441-4255	Engineering	27732	12/15/2020	12/21/2020
Eng Srv- LV/ Nov 2020	9,696.00	90-000-E232	DR Horton - FV Golf Course	27733	12/15/2020	12/21/2020
Eng Srv- Abelei Flavors/ Nov 2020	472.64	90-000-E232	DR Horton - FV Golf Course	27734	12/15/2020	12/21/2020
Total:	39,518.41	*Vendor Total				
Sebert Landscaping						
032840						
Mowing- SSA4	964.00	17-004-4533	Maintenance	210382-01	11/30/2020	12/21/2020
Mowing- SSA8	888.00	17-008-4533	Maintenance	210382-02	11/30/2020	12/21/2020
Mowing- SSA9	276.00	17-009-4533	Maintenance	210382-03	11/30/2020	12/21/2020
Mowing- SSA11	23.88	17-011-4533	Maintenance	210382-04	11/30/2020	12/21/2020
Mowing- Public Property	3,409.99	01-445-4531	Grass Cutting	210382-05	11/30/2020	12/21/2020
Total:	5,561.87	*Vendor Total				
Skyline Tree Service & Landscaping						
467665						
Tree Trimming (41)/ Removal (2)	6,935.00	01-445-4532	Tree Service	6962	12/4/2020	12/21/2020
Total:	6,935.00	*Vendor Total				
Speedway LLC						
048140						
Bond Return/417 S Lincolnway	1,000.00	90-000-2225	Due To Others - Damage Bond	Permit201208	11/24/2020	12/21/2020
Bond Return/417 S Lincolnway	5,000.00	90-000-2225	Due To Others - Damage Bond	Permit201208	11/24/2020	12/21/2020
Total:	6,000.00	*Vendor Total				
Springbrook Software LLC						
467920						
Web Payments- Nov 2020	883.00	60-445-4510	Equipment/IT Maint	INV-004920	12/2/2020	12/21/2020
Total:	883.00	*Vendor Total				
St. Charles Trading, Inc.						
033210						
Salt For MIOX	3,684.80	60-445-4438	Salt - Treatment	IN2030705	12/3/2020	12/21/2020
Total:	3,684.80	*Vendor Total				
Sugar Grove Development						
039730						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Squad Washes	350.00	01-440-4511	Vehicle Repair and Maint	152	12/2/2020	12/21/2020
Total:	350.00	*Vendor Total				
Technology Management Rev Fund						
007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T21107333	11/16/2020	12/21/2020
Total:	723.32	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
Late Final Bills- Nov 2020	483.19	60-445-4507	Printing	25555	11/30/2020	12/21/2020
Total:	483.19	*Vendor Total				
Thomas Lenkart						
032550						
Plan/ Zoning Commission Meeting 12/1/20	50.00	01-410-4016	Per Diem - Plan Commission	12012020	12/1/2020	12/21/2020
Total:	50.00	*Vendor Total				
Veterinary Dental Clinic						
467946						
Credit Balance For Escrow Acct #E243	3,881.50	90-000-E243	Veterinary Dental Center	11242020	11/24/2020	12/21/2020
Total:	3,881.50	*Vendor Total				
Water Products Company						
001170						
Grease & Clamp For Hyd Repair	424.60	60-445-4568	Watermain Rprs. & Rplcmts.	0298697	10/2/2020	12/21/2020
Bricks & Blocks	592.80	60-445-4568	Watermain Rprs. & Rplcmts.	0299219	10/26/2020	12/21/2020
Total:	1,017.40	*Vendor Total				
Xerox Corporation						
040890						
Coopier Maintenance- Nov 2020	85.00	01-440-4510	Equipment/IT Maint	012008733	12/1/2020	12/21/2020
Total:	85.00	*Vendor Total				
Report Total:	344,500.66					

**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: MOOSE LAKE ESTATES SUBDIVISION – THIRD AMENDMENT
AGENDA: DECEMBER 21, 2020 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving the Third Amendment to the Annexation Agreement for the Moose Lake Estates Subdivision

DISCUSSION

M/I Homes (“M/I”) is the contract buyer for the remaining 68 vacant lots (of the 250 total lots) that comprise Moose Lake Estates Units 1, 2 & 3. There are 32 lots remaining in Units 1 & 2 and 36 lots that would be available in Unit 3. M/I intends to develop said lots with single-family homes. M/I is seeking approval of the Third Amendment to the Moose Lake Estates Annexation Agreement (“Third Amendment”) to ensure clarity of their development obligations with the Village. The Village Board first discussed this item at their October 19, 2020 Committee of the Whole meeting.

A public hearing for the Third Amendment was held at the November 16, 2020 Village Board meeting. Both the Third Amendment and the Moose Lake Estates - Unit 3 plat of subdivision were to both be formally considered at that time. The meeting was heavily attended by Moose Lake Estate residents who were concerned with the size and design of the homes M/I intends to build in the subdivision. As a result, the Village Board tabled the item to the December 7, 2020 Committee of the Whole meeting to further discuss the matter.

Both the Village Attorney and Village Staff presented information specific to M/I’s request at the December 7, 2020 Committee of the Whole meeting. This meeting was also heavily attended by Moose Lake Estate residents who were concerned with the size and design of the homes M/I intends to build in the subdivision. Concluding the conversation, the Village Board directed staff to bring the items back for formal consideration.

The Third Amendment is intended to provide both the Village and M/I with a ‘snapshot’ of the current status of the subdivision and the procedural terms by which M/I Homes would be required to adhere to if they were to proceed with development. M/I Homes has proposed the inclusion of certain design considerations into the Third Amendment relative to the model home and home options since the last draft that was presented to the Village Board on December 7, 2020. Those items include:

1. *The model home to be constructed by MI shall be no less than 2,500 square feet and shall include a three-car garage.*
2. *A three-car garage shall be an available option on all homes should any homebuyer select and pay for such an upgrade.*
3. *No one-story homes shall be constructed with less finished square footage than the 'Kirkwood' floor plan (approximately 1,457 square feet), and no two-story homes shall be constructed with less finished square footage than the 'Leyden' floor plan (approximately 1,695 square feet).*
4. *All homes shall include at a minimum: (i) a wainscot of brick on the front plane façade ranging in height from 2'-6" to 3'-6" (typical); (ii) a covered entry or front porch; (iii) a sidelight or window in the front door; (iv) a decorative garage door defined as a door incorporating windows into the top panel and/or a panel style other than colonial; and (v) a standard foundation landscaping package along the front of the home.*
5. *At least one (1) available elevation per floor plan shall include: (i) brick on the first floor of the front plane façade; and (ii) a hipped roof.*

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**ORDINANCE APPROVING THE THIRD AMENDMENT TO THE ANNEXATION
AGREEMENT FOR THE MOOSE LAKE ESTATES SUBDIVISION**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2020

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2020
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO.

**ORDINANCE APPROVING THE THIRD AMENDMENT TO THE ANNEXATION
AGREEMENT FOR THE MOOSE LAKE ESTATES SUBDIVISION**

WHEREAS, the Village of North Aurora negotiated with M/I Homes of Chicago, LLC, an Illinois limited liability corporation, for a third amendment to that certain Annexation Agreement dated May 15, 2003 and recorded in the Kane County, Illinois Recorder's Office on June 9, 2003 as document number 2003K094737 (the "Annexation Agreement"); and

WHEREAS, the Territory was annexed to the Village and was zoned pursuant to E-3 Residential Planned Unit Development by Ordinance No. 03-05-27-04 on May, 27, 2003; and

WHEREAS, a First Amendment to the Annexation Agreement was approved by Ordinance No. 08-10-27-01 on October 27, 2008; and

WHEREAS, a Second Amendment to the Annexation Agreement was by Ordinance No. 11-12-05-10 on December 5, 2011; and

WHEREAS, M/I Homes of Chicago, LLC has filed an application for an additional amendment to the Annexation Agreement, as previously amended, relative to the development of the remaining lots in Units 1 & 2 and all of Unit 3 with single-family homes; and

WHEREAS, all notices, publications, procedures, public hearings, and other matters required for the consideration, approval, and execution of this Amendment to the Annexation Agreement have been given, made, held and performed as required by the Illinois Municipal Code and all other applicable statutes of the State of Illinois and Ordinances of the Village; and

WHEREAS, the President and the Trustees have considered the Amendment pursuant to notice and a public hearing as required by law and find the Amendment is in the best interests of the Village of North Aurora.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Directors of the Village of North Aurora as follows:

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Third Amendment to the Annexation Agreement is hereby approved in the form attached as Exhibit A.
3. The Village President and Village Deputy Clerk are hereby authorized and directed to sign the Amendment to Annexation Agreement, and the Village staff are hereby authorized and directed to

VILLAGE OF NORTH AURORA

record the Annexation Agreement amendment and take whatever actions are necessary and appropriate to give effect to its terms.

4. This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form 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:

Natalie Stevens, Village Deputy Clerk

VILLAGE OF NORTH AURORA

Exhibit A

Third Amendment to the Annexation Agreement

This instrument prepared by:

Vince Rosanova
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, Illinois 60540

Return to:

Mike Toth
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

ABOVE SPACE FOR RECORDER'S USE ONLY

THIRD AMENDMENT TO ANNEXATION AGREEMENT

(Moose Lake Estates Subdivision)

BY AND BETWEEN the Village of North Aurora, an Illinois municipal entity (the "Village"), and M/I Homes of Chicago, LLC, ("MI"), a Delaware limited liability company, in regard to the Moose Lake Estates Subdivision Development, North Aurora, Illinois ("Moose Lake Estates"), made this _____ day of _____, 2020.

WHEREAS, Gladstone Acquisitions L.L.C., an Illinois limited liability company ("Gladstone"), Moose International, an Indiana not-for-profit corporation ("Moose International"), and the Village entered into a certain Annexation Agreement dated May 15, 2003, and recorded in Kane County, Illinois, Recorder's office on June 9, 2003, as document number 2003K094737 ("Annexation Agreement"), which Annexation Agreement was amended by a certain First Amendment thereto entered into between Gladstone and the Village dated October 27, 2008, and recorded in Kane County, Illinois, Recorder's office on October 31, 2008, as document number 2008K082763 ("First Amendment"), and by a certain Second Amendment entered into between Gladstone, Property Speculators LLC, an Illinois limited liability company ("Property Speculators"), DKK Land Investors, LLC, an Illinois limited liability company ("DKK"), and the Village dated April 21, 2011, and recorded in the Kane County, Illinois, Recorder's office on June 20, 2011, as document number 2011K036389 ("Second Amendment") (The Annexation Agreement, First Amendment and Second Amendment are collectively referred to herein as "Annexation Agreement"), and the property described therein was annexed to the Village on May 27, 2003, pursuant to Ordinance No. 03-05-27-04, which Ordinance was recorded in Kane County, Illinois, Recorder's office on June 11, 2003, as document number 2003K095960; and

WHEREAS, MI is the Contract Purchaser of the remaining vacant lots in Units 1 & 2 and Unit 3 as legally described on Exhibit A ("Subject Property"); and

WHEREAS, the Plat of Subdivision for Moose Lake Estates - Unit 3, which was recorded on April 12, 2006, as document number 2006K039751 (the "Unit 3 Plat"), was vacated pursuant to the provisions of the Second Amendment, providing for an extension of four (4) years for the public concrete sidewalks, parkway trees, parkway landscaping and related improvements to be completed for Unit 3 after the Unit 3 Plat is re-recorded; and

WHEREAS, the Annexation Agreement provides a mechanism for making minor changes to the Preliminary Plan, preliminary and/or subdivision plans and/or plats, which mechanism requires approval by the Village Board without Plan Commission Review or Public Hearing (Section 5; Procedures B. of the Annexation Agreement); and

WHEREAS, the Village and MI have come to an Agreement regarding the Annexation Agreement that does not include any major changes to the Preliminary Plan, preliminary and/or subdivision plans and/or plats or changes to the zoning of the Subject Property, and affects only the timing for completion and acceptance of public improvements, subdivision security and related matters to address the final build-out of Moose Lake Estates as a result; and

WHEREAS, the President and Board of Trustees find that the changes to Annexation Agreement are in the best interests of the Village.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN the Village and MI to revise the Annexation Agreement without public hearing as a minor amendment as follows:

1. **Defined Terms.** Any defined term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Annexation Agreement.
2. **Completion of the Moose Lake Estates Public Improvements.** The Village hereby confirms that all Public Improvements in Unit 1 and Unit 2 of Moose Lake Estates, including, without limitation, the underground improvements including water and sanitary sewer facilities and stormwater control facilities, with the exception of the items itemized on the Punch List (defined below) have been completed by prior developers.
3. **Improvements.** The Village has provided to MI an inventory of all outstanding public improvements which reflects all outstanding improvements with respect to the Moose Lake Estates (Units 1, Unit 2 & Unit 3), a copy of which is attached hereto as Exhibit B (the "Punch List"). In connection with its construction of single-family homes on the Subject Property, MI shall, at its expense, correct all Punch List deficiencies and construct all on-site (i.e., constructed on the Subject Property) improvements which shall include on-site sidewalks, parkway trees, and water and

sewer service lines from the right-of-way to the homes. Other than as specified on the Punch List and the approved engineering plans for Unit 3, MI shall have no obligation to make any off-site or on-site improvements. MI shall have a period of four (4) years from the date of recording the Moose Lake Estates Unit 3 Plat of Subdivision to complete the Punch List improvements for Units 1, 2 & 3 as well as all on-site sidewalks and Parkway Trees. Except for as specifically excepted on the Punch List, all subdivision improvements necessary for MI to obtain building permits for the residential building lots within the Property to be acquired by MI have been installed by prior developers or the Village and have been approved and accepted by the Village, including without limitation water supply and distribution improvements, sanitary sewer lines, retention and/or detention basins, streets, curbs and gutters (except for public sidewalks and Parkway Trees to be installed on the individual lots being purchased by MI in compliance with the requirements of Village ordinances). The Village hereby confirms that the prior developer has executed and delivered a bill of sale acceptable to the Village for all streets and other public improvements to be owned by the Village within Moose Lake Estates.

4. **Recapture.** The Village and MI acknowledge and agree that there are no outstanding recapture agreements applicable to the Subject Property.
5. **Fees.** Paragraphs 11 and 12 of the Annexation Agreement are hereby amended so that MI shall pay the development related fees identified on Exhibit C (“Fees”) at the time of Building Permit or Certificate of Occupancy issuance, as listed on Exhibit C. These Fees shall be the sole and exclusive fees applicable to the Subject Property (including, but not limited to, building permit fees, occupancy permit fees, sewer and water connection fees, land/cash, transition, and building plan review and inspection fees). All fees shall not be increased for a period of five (5) years from recording of this Agreement. Notwithstanding anything herein to the contrary, the Village and MI agree that all third-party review and consulting fees incurred by the Village relative to Moose Lake Estates shall be reimbursed to the Village by MI and said five year prohibition on increases shall not apply to said third-party fees such as engineering, legal and inspection fees.
6. **Revenue Gap Fee.** The Village confirms that the Revenue Gap Fee identified in Exhibit D of the Annexation Agreement was waived as part of the Second Amendment, is not being collected and shall not be applicable to the Subject Property.
7. **Surety.** The Village agrees that MI shall be permitted to post a letter of credit or cash deposit to satisfy its surety requirements relative to any outstanding Punch List items.

The Village hereby approves the Engineer's Estimate of Probable Cost for the Punch List items attached hereto as Exhibit D ("EEOPC").

8. **Final Engineering Plans; Unit 3 Plat.** Final engineering plans and specifications for Moose Lake Estates prepared by Taurus Engineering dated December 10, 2002, were previously approved by the Village. Upon MI correction of the Punch List items, the Village hereby confirms that the Subject Property has been developed in conformance with the approved engineering plans. The Unit 3 Plat is approved for re-recording and shall be re-recorded before any permits are issued.

9. **Setbacks**

- a. **Side Yard Setback Variance.** The Village hereby confirms the granting of interior side yard setback variances permitting interior side yards of a minimum seven and a half feet (7.5') for the Subject Property, which variance was included on the Plans and was intended to be listed in Section 31 of the Annexation Agreement, providing that each structure has a minimum of twenty foot (20') separation from other structures, as provided in the Unit 3 Plat.
 - b. **Other Setbacks.** All other setbacks shall be as provided in the Unit 3 Plat.
10. **Dormant Special Service Area.** The Subject Property is included in a so-called "dormant" Special Service Area which was enacted to permit the Village to reimburse itself for any costs incurred in performing the obligations of the Moose Lake Estates Community Association. To date, this dormant Special Service Area has not been activated, and no Special Service Area taxes are due or payable with respect thereto, nor does the Village presently anticipate activating said Special Service Area unless the Association fails to maintain the elements described in the Special Service Area Ordinance.
11. **Storm Water Management.** The Village hereby confirms that MI shall have no obligation to modify the existing storm water improvements located in Moose Lake Estates which the Village confirms are adequate to serve the Property and which have been installed in accordance with the Engineering Plans, unless modifications are reasonably required to accommodate the development in keeping with sound engineering standards.
12. **Conflict with Ordinances.** If any pertinent existing resolutions or ordinances, or interpretations thereof, of the Village are inconsistent or in conflict with any provision hereof, then the provisions of this Agreement and the ordinances passed pursuant hereto

shall constitute lawful and binding amendments to, and shall supersede the terms of, said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to Moose Lake Estates.

13. Village Consent. The Village acknowledges that upon MI's acquisition of the Property, MI will succeed all rights, duties and interests of the "Owner" and "Developer" in and to that certain Annexation Agreement. With regard thereto, the Village hereby certifies to MI that:

- a. The Village is not aware of any breaches or defaults under the Annexation Agreement of any prior Owner or Developer of the Property that have not been cured or otherwise resolved to the satisfaction of the Village.
- b. The Village hereby confirms that the Property is zoned E-3 PUD, and that all zoning and subdivision control deviations granted in the Annexation Agreement and preliminary plat of subdivision remain in full force and effect.
- c. The Village hereby approves the transfer of ownership to MI in accordance with paragraph 26 of the Annexation Agreement and will approve subsequent transfers to MI's assignees.

14. Assignability. This Agreement shall run with the land and, as such, shall be binding upon subsequent owners of the Subject Property, provided, however, that MI shall not assign its rights or delegate its duties hereunder, and such rights shall not inure to subsequent owners of the Subject Property unless the Village provides its prior written express consent of the proposed assignee of such rights, which consent shall not be unreasonably withheld. The Parties agree that it shall be unreasonable for the Village to withhold its consent if the proposed assignee is an affiliate or entity controlled by MI or an unrelated experienced, reputable, qualified and significant builder/developer of the type of residential community contemplated in this Agreement. If MI desires the Village approve an assignment, it shall make such request to the Village in writing, which request shall identify the proposed assignee, and MI shall provide the Village with all information reasonably requested by the Village with respect to the proposed assignee's qualifications. Notwithstanding anything herein to the contrary, all the duties of MI shall run with the land and be binding on all subsequent owners of the Subject Property.

15. Effective Date. The "Effective Date" of this Agreement shall be the date on which MI or its assign acquires ownership of the Subject Property. As of the date of the Village Board approval of this Agreement, MI does not own the Subject Property. This Agreement shall not be signed by MI or recorded with the Kane County Recorder until such time as MI or its assign has also become the owner of the Subject Property. This

Agreement shall only be effective upon MI or its assign acquiring ownership of the Subject Property until it is signed and recorded. MI shall notify the Village Attorney within seven (7) days of its acquisition of the Subject Property. If such notice is not received within one hundred eighty (180) days after Village Board approval, this Agreement shall automatically terminate.

16. Restriction On Location of Homes. MI has elected to prohibit (i) single-story homes; and (ii) homes less than One Thousand Nine Hundred (1,900) square feet of finished living space from being located adjacent to any existing home with a shared side yard lot line in the Moose Lake Estates Subdivision as of the date of this Third Amendment (the "Restricted Homes"). Accordingly, no Restricted Homes will be constructed on the following lots by MI in the Moose Lake Estates Subdivision: 2, 4, 7, 38, 40, 84, 87, 111, 118, 134, 139, 145, 165, 166, 168, 181, 182, 202, 233, 238, and 246 ("Restricted Lots"). Notwithstanding anything herein to the contrary, Restricted Homes shall be permitted on all other lots in the Moose Lake Estates Subdivision.

17. Additional Provisions Relating To The Model Home and Home Options.

- a. The model home to be constructed by MI shall be no less than 2,500 square feet and shall include a three-car garage.
- b. A three-car garage shall be an available option on all homes should any homebuyer select and pay for such an upgrade.
- c. No one-story homes shall be constructed with less finished square footage than the 'Kirkwood' floor plan (approximately 1,457 square feet), and no two-story homes shall be constructed with less finished square footage than the 'Leyden' floor plan (approximately 1,695 square feet).
- d. All homes shall include at a minimum: (i) a wainscot of brick on the front plane façade ranging in height from 2'-6" to 3'-6" (typical); (ii) a covered entry or front porch; (iii) a sidelight or window in the front door; (iv) a decorative garage door defined as a door incorporating windows into the top panel and/or a panel style other than colonial; and (v) a standard foundation landscaping package along the front of the home.
- e. At least one (1) available elevation per floor plan shall include: (i) brick on the first floor of the front plane façade; and (ii) a hipped roof.

IN WITNESS WHEREOF, this Third Amendment to Annexation Agreement is executed as of the date set forth above.

THE VILLAGE OF NORTH AURORA,
an Illinois municipal corporation

M/I HOMES OF CHICAGO, LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____
Village President

Name: _____

Its: _____

Attest: _____

Attest: _____

Name: _____
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Unit 1

Parcel 1: Lots 2, 4, 7, 38, 40, 84, 87, 233 and Lots 238 through 246, both inclusive, in Moose Lake Estates – Unit 1, being a subdivision of part of Sections 32 and 33, Township 39 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded September 30, 2003 as Document No. 2003K180359, in Kane County, Illinois.

Unit 2

Parcel 2: Lots 111, 118, 134, 139, 140, 141, 142, 143, 144, 145, 165, 166, 168, 181 and 182 in Moose Lake Estates – Unit 2, being a subdivision of part of Section 33, Township 39 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded June 7, 2004 as Document No. 2004K073634, in Kane County, Illinois.

Unit 3

Parcel 3: That part of Section 33, Township 39 North, Range 8, East of the Third Principal Meridian lying South of Mooseheart Road and described as follows: Beginning at the northwest corner of Lot 177 of Moose Lake Estates Unit 2, according to the plat thereof recorded on June 7, 2004 as document number 2004K073634 in Kane County, Illinois; thence South 03°11'40" West 416.90 feet to the southwest corner of Lot 181 in aforesaid Moose Lake Estates Unit 2; thence South 22°27'24" West 285.40 feet; thence South 02°39'55" West 117.59 feet; thence South 05°05'09" East 140.11 feet to the southwest corner of Lot 187 in aforesaid Moose Lake Estates Unit 2; thence South 07°41'21" East 351.90 feet to the southwest corner of Lot 191 in aforesaid Moose Lake Estates Unit 2; thence South 05°05'56" West 29.75 feet; thence South 89°55'46" West 194.74 feet to the northwest corner of Lot 201 in aforesaid Moose Lake Estates Unit 2; thence South 84°59'02" West 66.25 feet; thence South 89°55'46" West 171.00 feet to the southeast corner of Lot 110 in aforesaid Moose Lake Estates Unit 2; thence North 00°04'14" West 341.00 feet; thence North 33°03'29" West 76.22 feet to the northeast corner of Lot 114 in aforesaid Moose Lake Estates Unit 2; thence North 53°26'55" West 415.00 feet to the northwest corner of Lot 98 in Moose Lake Estates Unit 1, according to the plat thereof recorded on September 30, 2003 as document number 2003K180359 in Kane County, Illinois; thence North 36°33'05" East 402.80 feet along the easterly right of way of Sycamore Lane to the southwest corner of Lot 226 in aforesaid Moose Lake Estates Unit 1; thence South 53°26'55" East 182.00 feet to the southeast corner of Lot 226 in aforesaid Moose Lake Estates Unit 1; thence North 25°34'39" East 156.98 feet; thence North 03°11'40" East 336.52 feet to the northeast corner of Lot 230 in aforesaid Moose Lake Estates Unit 1; thence South 86°48'20" East along the south right-of-way line of Moose Lake Drive, 416.00 feet to the Point of Beginning, in Kane County, Illinois.

<u>LOT #</u>	<u>SUBDIVISION</u>	<u>PIN #</u>	<u>Address</u>
2	MOOSE LAKE SINGLE FAMILY	12-32-280-007	536 Mallard Point Dr, N.Aurora, IL
4	MOOSE LAKE SINGLE FAMILY	12-32-280-005	578 Mallard Point Dr, N.Aurora, IL
7	MOOSE LAKE SINGLE FAMILY	12-32-280-002	566 Mallard Point Dr, N.Aurora, IL
38	MOOSE LAKE SINGLE FAMILY	12-32-488-054	418 Mallard Point Dr, N.Aurora, IL
40	MOOSE LAKE SINGLE FAMILY	12-32-488-056	410 Mallard Point Dr., N.Aurora, IL
84	MOOSE LAKE SINGLE FAMILY	12-33-357-012	404 Sycamore Ln., N.Aurora, IL
87	MOOSE LAKE SINGLE FAMILY	12-33-359-004	405 Sycamore Ln., N.Aurora, IL
111	MOOSE LAKE SINGLE FAMILY	12-33-358-017	475 Mount Ct, N.Aurora, IL
118	MOOSE LAKE SINGLE FAMILY	12-33-358-012	476 Mount Ct, N.Aurora, IL
134	MOOSE LAKE SINGLE FAMILY	12-33-360-001	321 Pheasant Hill Dr., N.Aurora, IL
139	MOOSE LAKE SINGLE FAMILY	12-33-360-006	341 Pheasant Hill Dr., N.Aurora, IL
140	MOOSE LAKE SINGLE FAMILY	12-33-360-007	345 Pheasant Hill Dr., N.Aurora, IL
141	MOOSE LAKE SINGLE FAMILY	12-33-360-008	349 Pheasant Hill Dr., N.Aurora, IL
142	MOOSE LAKE SINGLE FAMILY	12-33-360-009	353 Pheasant Hill Dr., N.Aurora, IL
143	MOOSE LAKE SINGLE FAMILY	12-33-360-010	357 Pheasant Hill Dr., N.Aurora, IL
144	MOOSE LAKE SINGLE FAMILY	12-33-360-011	361 Pheasant Hill Dr., N.Aurora, IL
145	MOOSE LAKE SINGLE FAMILY	12-33-360-012	365 Pheasant Hill Dr., N.Aurora, IL
165	MOOSE LAKE SINGLE FAMILY	12-33-326-024	457 Pheasant Hill Dr., N.Aurora, IL
166	MOOSE LAKE SINGLE FAMILY	12-33-326-023	461 Pheasant Hill Dr., N.Aurora, IL
168	MOOSE LAKE SINGLE FAMILY	12-33-326-021	469 Pheasant Hill Dr., N.Aurora, IL
181	MOOSE LAKE SINGLE FAMILY	12-33-332-010	450 Pheasant Hill Dr., N.Aurora, IL
182	MOOSE LAKE SINGLE FAMILY	12-33-332-011	446 Pheasant Hill Dr., N.Aurora, IL
233	MOOSE LAKE SINGLE FAMILY	12-33-303-006	541 Sycamore Ln., N.Aurora, IL
238	MOOSE LAKE SINGLE FAMILY	12-33-152-001	544 Moose Lake Ave, N.Aurora, IL
239	MOOSE LAKE SINGLE FAMILY	12-33-151-003	545 Moose Lake Ave, N.Aurora, IL
240	MOOSE LAKE SINGLE FAMILY	12-33-151-004	541 Moose Lake Ave, N.Aurora, IL
241	MOOSE LAKE SINGLE FAMILY	12-33-151-005	537 Moose Lake Ave, N.Aurora, IL
242	MOOSE LAKE SINGLE FAMILY	12-33-151-006	533 Moose Lake Ave, N.Aurora, IL
243	MOOSE LAKE SINGLE FAMILY	12-33-151-007	529 Moose Lake Ave, N.Aurora, IL
244	MOOSE LAKE SINGLE FAMILY	12-33-151-008	525 Moose Lake Ave, N.Aurora, IL
245	MOOSE LAKE SINGLE FAMILY	12-33-151-009	521 Moose Lake Ave, N.Aurora, IL
246	MOOSE LAKE SINGLE FAMILY	12-33-151-010	517 Moose Lake Ave, N.Aurora, IL

EXHIBIT B
PUNCH LIST

Moose Lake Estates Walk

Lot Number	B Box in and Keyable	Structures damaged or full	Curb Ok	Walk Ok	Sanitary Stubs in	Notes
99	Broken	FH Valve Box Broken			y	Blue shaded lots are in unfinished section 50% of storm inlets need to be cleaned
100	Broken				y	
101	Burried/Broken				y	
102	Good	MH off center and clean #			y	
103	Broken/Buried				y	
104	Broken				y	
105	Broken/Buried	FH Valve Box Broken			y	
106	Broken/Buried				y	
107	Broken				y	
108	Broken				y	
109	Broken	Broken Storm lid rear yard			y	
202	Broken				y	
203	Broken	MH #40 Change lid-says storm			y	
204	Broken				y	
205	Bent				y	
206	Broken	Clean Structure inlet #207			y	
207	Broken/Buried				y	
208	Broken				y	
209	Broken				y	
210	Broken				y	
211	Broken				y	
212	Broken				y	
213	Broken				y	
214	Bent/Broken				y	
215	Good				y	
176	Broken				y	
216	Broken lft side house	Clean Structure MH #34			y	
217	Bent/Broken				y	
218	Broken				y	
219	Good				y	
220	Good				y	
221	Broken				y	
222	Broken	Clean inlet #89			y	
223	Broken/Bent				y	

Moose Lake Estates Walk

224	Broken				y	
225	Broken				y	
Lot Number	B Box in and Keyable	Structures damaged or full	Curb Ok	Walk Ok	Sanitary Stubs in	
233	Good	B box in Drive/ P lot			y	
246	Broken				y	
245	Broken				y	
244	Bent				y	
243	Good				y	
242	Broken/Buried				y	
241	Bent				y	
240	Good				y	
239	Good				y	
238	Buried under drive	P Lot			y	
2	Good				y	
4	Broken Head		Chiped Curb		y	
7	Broken				y	
38	Broken				y	
40	Burried			3 Sq broken	y	
84	Good				y	
87	Broken				y	
111	Good		Chiped Curb		y	
118	Broken		Chiped Curb	4 Sq Broken	y	
134	Good				y	
139	Good				y	
140	Good				y	
141	Good				y	
142	Good				y	
143	Good			1 Sq Broken	y	
144	Good				y	
145	Good				y	

Moose Lake Estates Walk

182	Good				y	
181	Broken/Buried				y	
165	Broken/Buried				y	
166	Good				y	
168	Broken				y	

EXHIBIT C
FEEs

Type	Permit Fees (Payable at Building Permit)	
Building Permit (per 100 sq. ft.)	\$	31.00
Plan Review Fee		At review cost +12%
Sanitary Connection	\$	597.00
Storm Connection	\$	175.00
Waterworks Connection	5/8" \$	1,800.00
	1" \$	3,000.00
	1 1/2" \$	3,588.00
Water Meter and Reader	5/8" \$	483.00
	1" \$	655.00
	1 1/2" \$	1,330.00
Water Usage	\$	67.00
Damage and Nuisance Bond (Refundable)	\$	5,000.00
Fire District Fee	\$	715.00
Library Fee	\$	120.00
Capital Western Fee	\$	731.50
Engineering Review Fee	\$	625.00
Plumbing Inspection Fee	\$	185.00
Mooselake Trans (KDOT)	\$	1,200.00
Village Transportation	\$	1,200.00
School Land Cash	3 bed \$	1,957.20
	4 bed \$	3,544.30
	5 bed \$	2,530.00
School District #129 Capital Impact Fee	3 bed	<i>Fair Market Value Based Fee</i>
	4 bed	<i>Fair Market Value Based Fee</i>
	5 bed	<i>Fair Market Value Based Fee</i>

EXHIBIT D
EEOPC

Moose Lake Unit 3
Engineer's Estimate of Probable Cost

November 20, 2019

Pavement Improvements

	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
-					
1	Fine Grading	S.Y.	5,850	\$ 1.25	\$7,312.50
2	Bituminous Concrete Surface Course, 1 ½"	S.Y.	5,450	\$ 7.00	\$38,150.00
3	Bituminous Concrete Binder Course, 2 ½"	S.Y.	5,450	\$ 9.00	\$49,050.00
4	12" Aggregate Base Course, Type B CA-6	S.Y.	5,450	\$ 12.00	\$65,400.00
7	B6.12 Curb & Gutter	L.F.	3,650	\$ 17.50	\$63,875.00
8	Prime Coat, MC-30	Gallons	5,778	\$ 1.00	\$5,777.78
9	Tack Coat	Gallons	3,800	\$ 1.50	\$5,700.00
10	Lime Stabilization	S.Y.	6,889	\$ 7.00	\$48,222.22
11	Street Cleaning	Lump Surr	1	\$ 3,000.00	\$3,000.00
Total Cost					<u><u>\$286,487.50</u></u>

Underground Improvements

A. Sanitary Sewer

1	Adjust Frames	Each	3	150.00	\$450.00
Total Sanitary Sewer.....					<u><u>\$450.00</u></u>

B. Watermain

1	Replace B-Boxes	Each	30	150.00	\$4,500.00
2	Replace FH V Box	Each	2	150.00	\$300.00
Total Watermain					<u><u>\$4,800.00</u></u>

C. Storm Sewer System

1	Clean System	L.S.	1	2,500.00	\$2,500.00
2	Filter Baskets	EA	9	250.00	\$2,250.00

**Moose Lake Unit 3
Engineer's Estimate of Probable Cost**

November 20, 2019

Total Storm Sewer

\$4,750.00

Total Underground

\$10,000.00

D. Miscellaneous Improvements

1	Street Lights (Controller, Cable, Misc.)	E.A.	6	6,000.00	\$36,000.00
2	Parkway Trees	E.A.	72	500.00	\$36,000.00
3	Traffic Control Signs	Lump Surr	1	1,500.00	\$1,500.00
4	Erosion Control Maintenance	Lump Surr	1	2,500.00	\$2,500.00

\$76,000.00

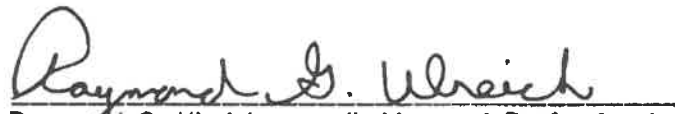
Total Project Costs

\$372,487.50

Security Amount @ 110%

\$409,736.25

Note: This Engineer's Estimate of Probable Cost is made on the basis of the Engineer's experience and qualifications using plan quantities and represents Engineer's best judgement as to the correlation with current pricing for similiary jobs. Since the Engineer has no control over the cost of labor, material, equipment or services furnished by others, or over the Contractor's methods of determining prices, market conditions, or competitive bidding, the Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from the Estiamate of Probable Cost.


Raymond G. Ulreich, IL Licensed Professional
Engineer No. 062-040213, Expires 11/30/2019



**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: MOOSE LAKE ESTATES SUBDIVISION – UNIT 3 PLAT OF SUBDIVISION
AGENDA: DECEMBER 21, 2020 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving a Plat for Moose Lake Estates – Unit 3

DISCUSSION

M/I Homes (“M/I”) is the contract buyer for the remaining 68 vacant lots (of the 250 total lots) that comprise Moose Lake Estates Units 1, 2 & 3. There are 32 lots remaining in Units 1 & 2 and 36 lots that would be available in Unit 3. M/I intends to develop said lots with single-family homes. M/I is seeking approval of the Moose Lake Estates – Unit 3 plat of subdivision, which is nearly identical to the former final Unit 3 plat that was approved by the Village, recorded in 2006 and then later vacated in 2011. The Village Board first discussed this item at their October 19, 2020 Committee of the Whole meeting.

A public hearing was held at the November 16, 2020 Village Board meeting for consideration of the Third Amendment to the Moose Lake Estates Annexation Agreement (“Third Amendment”). Both the Third Amendment and the Moose Lake Estates - Unit 3 plat of subdivision were to be formally considered at that time. The meeting was heavily attended by Moose Lake Estate residents, who were concerned with the size and design of the homes M/I intends to build in the subdivision. As a result, the Village Board tabled the item to the December 7, 2020 Committee of the Whole meeting to further discuss the matter.

Both the Village Attorney and Village Staff presented information specific to M/I’s requests at the December 7, 2020 Committee of the Whole meeting. With regard to the Unit 3 plat, it was noted in the presentation that the proposed Unit 3 plat meets the E-3 District lot area and width minimums and the only changes from the original plat were technical and requested by the Village. Concluding the conversation, the Village Board directed staff to bring the items back for formal consideration.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

ORDINANCE APPROVING A PLAT FOR MOOSE LAKE ESTATES – UNIT 3

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2020

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2020
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO.

BEING AN ORDINANCE APPROVING A PLAT FOR MOOSE LAKE ESTATES – UNIT 3

WHEREAS, Ordinance No. 03-04-14-03 was passed on April 14, 2003, approving an Annexation Agreement for the property proposed to be annexed into the Village of North and developed as Moose Lake Estates (the “Annexation Agreement”); and

WHEREAS, the property that was the subject of the Annexation Agreement was annexed and zoned by Ordinance No. 03-05-27-04 on May 27, 2003; and

WHEREAS, Units 1 and 2 were platted and developed, and a Plat for Unit 3 was approved in 2006, but the Unit 3 Plat was vacated by Ordinance No. 11-07-18-02 passed on July 18, 2011, due to the downturn in the economy; and

WHEREAS, the Village passed Resolution R12-01-16-02 on January 16, 2012, approving a Bill of Sale and accepting the grading and underground improvements in Unit 3, but Unit 3 remains un-platted; and

WHEREAS, M/I Homes of Chicago, LLC, (“MI”) is acquiring Moose Lake Unit 3 and has submitted a Plat for Moose Lake Estates - Unit 3 prepared by Taurus Engineering that is virtually identical to the Plat that was vacated, with changes to the certifications, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (the “Moose Lake Estates – Unit 3 Plat”); and

WHEREAS, The President and Board of Trustees determine that approval of the Plat submitted by MI is in the best interests of the Village of North Aurora for the completion of the development of the Moose Lake Estates subdivision.

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 Moose Lake Estates – Unit 3 Plat is hereby approved in the attached as Exhibit A, provided that the Community and Economic Development Director may approve minor changes to the Plat before recording and shall work with M/I to finalize the outstanding improvement punch list items and Engineer’s Estimate Opinion of Probable Cost that are in keeping with the Annexation Agreement as amended, the approved engineering plans and the zoning provisions that are applicable.

3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

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

VILLAGE OF NORTH AURORA

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:

Deputy Village Clerk

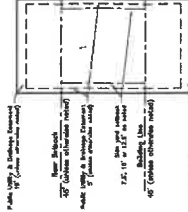
Exhibit A



FINAL PLAT OF SUBDIVISION
Moose Lake Estates - Unit 3
Being a Subdivision of Part of Section 33, Township 30 North, Range 8 East of the Third Principal Meridian Lying South of Moosehead Lake, County, Illinois.

PREPARED BY:
 The McGraw-Hill
 Taylor & Francis Group

PREPARED BY:
 TAYLOR & FRANCIS
 52555 Rondo St
 Berwyn, IL 60103
 taylor-&-francis-group@aol.com



URGENT

**CENTRAL BANK OF R.O.W.
LOST LAMBS
BOATWRIGHT
ADJACENT PROPERTY LINES
ACQUINTANCES
BUILDING LAMBS
EACHMENT DOWNS**

1	SQ. AREA, PER FT.
2	ARC LENGTH
3	2-DOTS LENGTH
4	CORD LENGTH
5	CORD BEARING
6	PUBLIC UTILITY & DRAINAGE BASINMENT
7	DEFLECTING LINE
8	FOUND BURN TYPE
9	NET CONCRETE MONUMENT

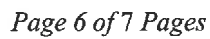
2007-2008

31810117

SHEET 2 OF 4

FINAL PLAT OF SUBDIVISION
Moose Lake Estates - Unit 3

Being a Subdivision of Part of Section 33, Township 39 North, Range 8 East of the Third Principal Meridian Lying South of Mooseheart Road, Kane County, Illinois.





Memorandum

To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Natalie Stevens, Executive Assistant
Date: December 16, 2020
Re: Ordinance Increasing and Decreasing the Number of Class B Liquor Licenses

Raimondo's Pizza & Pub, 1033 Kilbery Lane, is changing owners. Due to the fact liquor licenses in the Village of North Aurora do not transfer, the Village will need to both decrease the number of Class B Liquor licenses and then increase the number of Class B liquor licenses by one in regards to the new owner's application.

The business will be retaining the same name and menu. All appropriate paperwork for the liquor license application including the background check has been properly submitted.

Attached are the ordinances for amending the number of issued Class B Liquor licenses to first be decreased by one and then to be increased by one.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION
5.08.350 TO DECREASE THE NUMBER OF CLASS B LIQUOR LICENSES
AUTHORIZED IN THE VILLAGE OF NORTH AURORA**

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

SECTION 1: Section 5.08.350 of Chapter 5.08 of Title 5 of the North Aurora Municipal Code is hereby amended to read as follows:

5.08.350 Number of Licenses.

The number of licenses to be issued by the Village Liquor Commissioner for any given license year is hereby restricted as follows:

- A. Six Class "A" licenses,
- B. Four Class "B" licenses;**
- C. Two Class "C" licenses;
- D. Four Class "D" licenses;
- E. One Class "E" license;
- F. Five Class "F" licenses;
- G. Five Class "G" licenses;
- H. One Class "H" license;
- I. One Class "J-1" license;
- J. One Class "J-3" license;
- K. One Class "M" license; and
- L. One Class "T" license

SECTION 2: No other portion of the Village of North Aurora Municipal Code is amended or modified by this Ordinance.

SECTION 3: This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form by the Village Clerk, and such other acts 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.

Village President

ATTEST:

Deputy Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION
5.08.350 TO INCREASE THE NUMBER OF CLASS B LIQUOR LICENSES
AUTHORIZED IN THE VILLAGE OF NORTH AURORA**

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- A. Six Class "A" licenses,
- B. Five Class "B" licenses;**
- C. Two Class "C" licenses;
- D. Four Class "D" licenses;
- E. One Class "E" license;
- F. Five Class "F" licenses;
- G. Five Class "G" licenses;
- H. One Class "H" license;
- I. One Class "J-1" license;
- J. One Class "J-3" license;
- K. One Class "M" license; and
- L. One Class "T" license

SECTION 2: No other portion of the Village of North Aurora Municipal Code is amended or modified by this Ordinance.

SECTION 3: This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form by the Village Clerk, and such other acts 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.

Village President

ATTEST:

Deputy Village Clerk

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: DECEMBER 21, 2020 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving a Jurisdictional Boundary Line Agreement with the City of Aurora

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 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 agreement includes specific land use restrictions for the properties 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') 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.

The Village Board discussed this item at their November 16, 2020 Committee of the Whole meeting and directed Staff to proceed with a final agreement for consideration.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**ORDINANCE APPROVING A JURISDICTIONAL BOUNDARY LINE AGREEMENT
WITH THE CITY OF AURORA**

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 _____

VILLAGE OF NORTH AURORA

ORDINANCE NO.

**ORDINANCE APPROVING A JURISDICTIONAL BOUNDARY LINE AGREEMENT
WITH THE CITY OF AURORA**

WHEREAS, staff has negotiated the terms of a new jurisdictional boundary agreement with the City of Aurora 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 Aurora 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 Aurora.
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.

VILLAGE OF NORTH AURORA

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:

Natalie Stevens, Deputy Village Clerk

VILLAGE OF NORTH AURORA

EXHIBIT A

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

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"). A legal description of the flex area represented on the map is set forth on Exhibit C, which is attached hereto and is fully incorporated herein (the "Flex Area"). 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	General Business (North Aurora B-2 District Permitted Uses)
15-03-202-006	General Business (North Aurora B-2 District Permitted Uses)
12-34-401-007	General Business (North Aurora B-2 District Permitted Uses)
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 shall apply to the Flex Area:

A) If annexed to AURORA, future development 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') 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) If annexed to AURORA, 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) If annexed to AURORA, 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.

D) Both AURORA and NORTH AURORA agree to operate in good faith with regard to any potential economic incentive agreements for development and/or annexation of the Flex Area. Any economic incentive offering or the processing of an economic incentive request shall be in line with that jurisdiction's normal practices.

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

By: _____
Its Village Administrator

Attest:

Its Secretary

CITY OF AURORA

By: _____
Its Mayor

Attest:

Its Secretary

EXHIBIT A

AURORA-NORTH AURORA BOUNDARY LINE MAP

Aurora - North Aurora Boundary Map

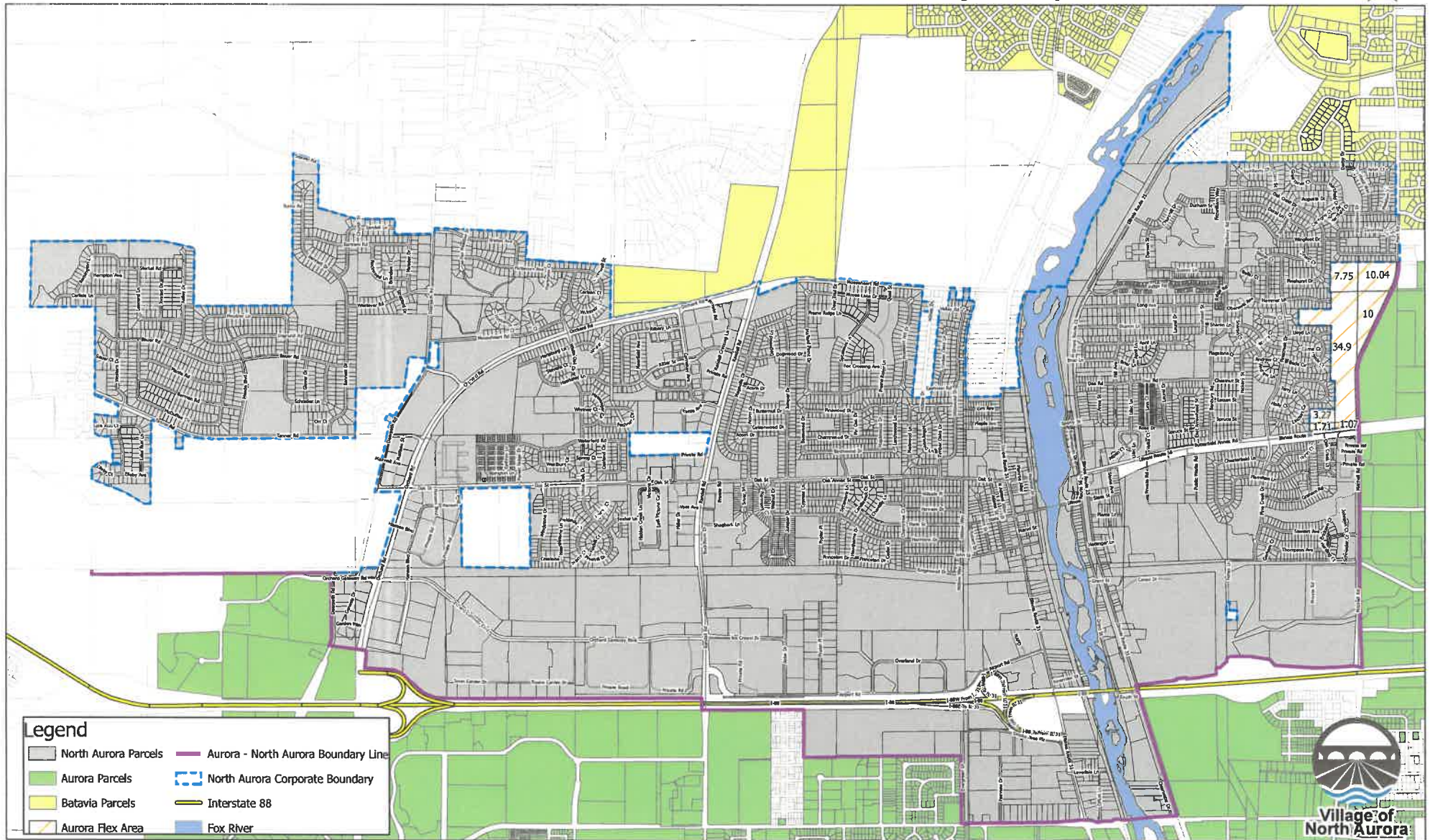


EXHIBIT B

BOUNDARY LINE LEGAL DESCRIPTION

LEGAL DESCRIPTION – AURORA/NORTH AURORA BOUNDARY LINE

A LINE RUNNING THROUGH PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 7 EAST, PART OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST, AND PART OF SECTIONS 2, 3, 5, 6, 7, 8, 9 AND 10 IN TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF A PARCEL WITH A PIN OF 12-35-100-008; THENCE SOUTHERLY ALONG THE EAST LINE OF HART ROAD AND ALONG THE EAST LINE OF MITCHELL ROAD TO THE NORTH LINE OF INTERSTATE 88; THENCE WESTERLY, ALONG SAID NORTH LINE TO THE WEST LINE OF ILLINOIS ROUTE 25; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE NORTH LINE OF SULLIVAN ROAD; THENCE WESTERLY, ALONG SAID NORTH LINE, TO THE WEST LINE OF EVERGREEN DRIVE; THENCE NORTHERLY, ALONG SAID WEST LINE, TO THE SOUTHEAST CORNER OF A PARCEL WITH A PIN OF 15-09-101-009; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID PARCEL AND ALONG THE SOUTH LINE OF PARCELS WITH PINS OF 15-09-101-008, 15-09-101-016 AND 15-08-235-004 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID PARCEL WITH PIN OF 15-08-235-004 TO THE SOUTH LINE OF SAID INTERSTATE 88; THENCE WESTERLY, ALONG SAID SOUTH LINE, TO THE WEST LINE OF RANDALL ROAD; THENCE NORTHERLY, ALONG SAID WEST LINE, TO THE NORTH LINE OF SAID INTERSTATE 88; THENCE WESTERLY, ALONG SAID NORTH LINE TO THE EAST LINE OF ORCHARD ROAD; THENCE NORTHERLY, ALONG SAID EAST LINE, TO THE NORTHWEST CORNER OF A PARCEL WITH A PIN OF 15-06-351-004; THENCE WESTERLY TO THE NORTHEAST CORNER OF A PARCEL WITH A PIN OF 15-06-300-034; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID PARCEL AND ALONG THE NORTH LINE OF PARCEL WITH A PIN OF 14-01-400-016 TO THE NORTHWEST CORNER THEREOF; THENCE WESTERLY TO THE SOUTHEAST CORNER OF A PARCEL WITH A PIN OF 14-01-426-007 ON THE WEST LINE OF DEERPATH ROAD; THENCE NORTHERLY ALONG THE WEST LINE OF SAID DEERPATH ROAD TO THE NORTHEAST CORNER OF A PARCEL WITH A PIN OF 14-01-401-002, BEING ON THE SOUTH LINE OF THE COMMONWEALTH EDISON RIGHT OF WAY; THENCE WESTERLY, ALONG SAID SOUTH LINE TO THE WEST LINE OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 7 EAST; THENCE NORTHERLY, ALONG SAID WEST LINE, TO THE NORTHEAST CORNER OF A PARCEL WITH A PIN OF 14-02-400-007 TO THE POINT OF TERMINUS.

EXHIBIT C

FLEX AREA LEGAL DESCRIPTION

LEGAL DESCRIPTION – FLEX AREA

THAT PART OF SECTIONS 34 AND 35 IN TOWNSHIP 39 NORTH, RANGE 8 EAST AND PART OF SECTION 3 IN TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF BUTTERFIELD ROAD AND HART ROAD; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID BUTTERFIELD ROAD TO THE SOUTHEAST CORNER OF LOT 11 IN PINECREEK UNIT 1; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID PINECREEK UNIT 1 TO THE SOUTHWEST CORNER OF LOT 16 IN SAID SUBDIVISION; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 16 AND THE SOUTH LINE OF LOTS 17 THROUGH 21 (INCLUSIVE) TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID PINECREEK UNIT 1, TO THE SOUTHEAST CORNER OF PINECREEK UNIT 2; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID PINECREEK UNIT 2, TO THE SOUTH LINE OF BANBURY RIDGE SUBDIVISION; THENCE EASTERLY, ALONG SAID SOUTH LINE, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID BANBURY RIDGE SUBDIVISION, TO THE SOUTH LINE OF FOX VALLEY COUNTRY CLUB ESTATES; THENCE EASTERLY, ALONG SAID SOUTH LINE, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID FOX VALLEY COUNTRY CLUB ESTATES, TO THE SOUTHWEST CORNER OF HARTFIELD ESTATES UNIT 3; THENCE EASTERLY, ALONG THE SOUTH LINE AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID HARTFIELD ESTATES UNIT 3, TO THE EAST LINE OF SAID HART ROAD; THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE POINT OF BEGINNING.

INTEROFFICE MEMORANDUM

TO: VILLAGE PRESIDENT BERMAN AND NORTH AURORA BOARD OF TRUSTEES
FROM: DAVID C. FISHER, CHIEF OF POLICE
SUBJECT: AUTHORIZATION TO PURCHASE EMERGENCY EQUIPMENT AND INSTALLATION
DATE: DECEMBER 21, 2020
CC: STEVEN BOSCO, VILLAGE ADMINISTRATOR

Issue

Staff is seeking the authorization to purchase emergency lighting equipment for new police patrol/utility vehicles.

Discussion

Three police patrol/utility vehicles have been purchased for the police department. All vehicles need to have emergency lighting equipment purchased and installed in/on them. A total of three quotes have been obtained for the equipment and installation. Miner Electronics Corp. is a licensed installer and dealer of equipment used on the department vehicles. Miner is a specialized installer of police equipment and has been used by this department for the past several years. Miner's cost of equipment and installation came in as the lowest quote of the three. The total cost of emergency equipment, such as lights, sirens, consoles, etc., and the install on all vehicles by Miner Corp. is \$27,121.58. Gall's quote came in at \$28,716.83. Fleet Safety's quote came in at \$32,286.49. The install from Miner also includes items not being purchased through Miner that the department already has in current squads, such as gun locks, radar and video cameras.

Conclusion

Staff recommends the authorization to purchase emergency lighting equipment for three police patrol/utility vehicles and installed from Miner Electronics Corp. in the amount of \$27,121.58. This includes all equipment, installation and warranties on the equipment and installation.

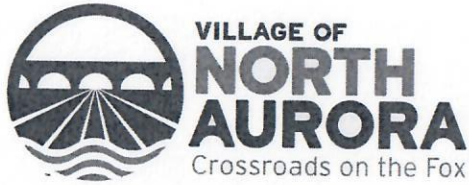
Item	Part Number	QTY	Miner Electronics	Miner Elec Total		Fleet Safety	Fleet Safety Total		Galls	Galls Total
Whelen Liberty II 48" Light bar	IX8BRBR	2	\$1,885.00	\$3,770.00		\$2,881.00	\$5,762.00		\$1,584.00	\$3,168.00
Whelen Siren Speaker	SA315P	2				\$179.97	\$359.94		\$179.97	\$359.94
Whelen Speaker and bracket	SAK44	3	\$269.00	\$807.00		\$29.95	\$29.95		\$41.99	\$125.97
Whelen Inner Edge	ISFL504	1	\$430.00	\$430.00		\$639.00	\$1,278.00		\$439.00	\$439.00
Whelen Microns R/B (2)	MCRNT-J	6	\$95.00	\$570.00		\$98.00	\$588.00		\$97.99	\$587.94
Whelen Dominators R/B	DP2RB	4	\$249.00	\$996.00		\$359.00	\$1,436.00		\$359.00	\$1,436.00
Whelen Outer Edge R/B OELS34	OE34UR6	2	\$765.00	\$1,530.00		\$745.50	\$1,491.00		\$691.99	\$1,383.98
Whelen Siren / Light Controller	295SLSA6	3	\$504.00	\$1,512.00		\$436.80	\$1,310.40		\$504.00	\$1,512.00
Havis Center Console W/ch, AR AND FP__	C-VS-0618-INUT	3	\$533.00	\$1,599.00		\$588.95	\$1,766.85		\$525.00	\$1,575.00
Havis Equipment Tray (cargo area)	C-TTP-INUT-2	3	\$916.00	\$2,748.00		\$931.00	\$2,793.00		\$931.00	\$2,793.00
Havis Side Post and Swing ARM		2	\$391.00	\$782.00		\$420.90	\$841.80		\$445.00	\$890.00
Pro-Guard Pro Cell single prisoner 17PIUT	20PIUT	2	\$1,879.00	\$3,758.00		\$2,065.00	\$4,130.00		\$2,005.00	\$4,010.00
Whelen Tail Flasher		3	\$70.00	\$210.00		\$70.00	\$210.00		\$70.00	\$210.00
NOVA Preemption	MDASHCPE	3	\$237.00	\$711.00		<i>Added to Install cost</i>	\$0.00		<i>Added to Install cost</i>	\$0.00
Antenna Kit	Explorer	3	\$49.00	\$147.00		\$67.90	\$203.70		\$55.00	\$165.00
Power Distribution Board		3	\$375.00	\$1,125.00		\$324.95	\$974.85		\$325.00	\$975.00
DELIVERY COST	Explorer	1	\$219.58	\$219.58		\$1,725.00	\$1,725.00		\$500.00	\$500.00
Installation Supplies Explorer		3	\$129.00	\$387.00		\$199.00	\$597.00		\$199.00	\$597.00
TOTAL BEFORE INSTALL			\$8,995.58	\$21,301.58		\$11,761.92	\$25,497.49		\$8,952.94	\$20,727.83
Installation Explorer		3	\$1,750.00	\$5,250.00		\$2,073.00	\$6,219.00		\$2,473.00	\$7,419.00
Equipment Removal		3	\$190.00	\$570.00		\$190.00	\$570.00		\$190.00	\$570.00

GRAND TOTAL

\$27,121.58

\$32,286.49

\$28,716.83



PURCHASE ORDER

POLICE DEPARTMENT

200 South Lincolnway
North Aurora, Illinois 60542
Phone: (630) 897-8705 Fax: (630) 897-8700
www.northaurora.org

DAVID C. FISHER
CHIEF OF POLICE

P.O. Number:	2021-01-01-160
P.O. Date:	2021/01/01
Terms:	NET 30

VENDOR

Company:	MINER ELECTRONICS CORP
Address:	500 45TH AVE
City/State:	MUNSTER, IN
Zip/Postal Code:	46321
Phone:	219-924-1765
Fax:	708-474-7720
Contact Name:	RICK

BILLING

Company:	NORTH AURORA POLICE DEPARTMENT
Address:	200 S LINCOLNWAY
City/State:	NORTH AURORA, IL
Zip/Postal Code:	60542
Phone:	630-897-8705
Fax:	630-897-8700
Contact Name:	SGT CYKO

SHIPPING

Company:	SAME AS BILLING
Address:	
City/State:	
Zip/Postal Code:	
Phone:	
Fax:	
Contact Name:	

Authorized By:

Item #	Description	Quantity	Unit Price	Amount
	FOR 2020 FORD INTERCEPTOR UTILITY (#62, 68, 77)			
1	WHELEN LIBERTY II LIGHT BAR (68, 77)	2	\$1,885.00	\$3,770.00
2	WHELEN SPEAKER AND BRACKET	3	\$269.00	\$807.00
3	WHELEN MICRONS (RED/BLUE GRILLE LIGHTS)	6	\$95.00	\$570.00
4	WHELEN DOMINATORS DP2 (R/B REAR SIDE CARGO LIGHTS)	4	\$249.00	\$996.00
5	WHELEN OUTEREDGE (RED-DRV, BLU-PASS, REAR SPOILER)	2	\$765.00	\$1,530.00
6	WHELEN SWITCH BOX (3 POS W/6 PUSH)	3	\$504.00	\$1,512.00
7	HAVIS CONSOLE (INCL. FACEPLATES,DUAL CUP HOLDER,ARMREST)	3	\$533.00	\$1,599.00
8	HAVIS EQUIPMENT TRAY	3	\$916.00	\$2,748.00
9	HAVIS SIDE POST AND SWING ARM (CAR 77 AND 68)	2	\$391.00	\$782.00
10	PRO-GARD PRO-CELLL SINGLE ('17 PIUT) CARS 77 AND 68	2	\$1,879.00	\$3,758.00
11	WHELEN INNER EDGE ISFL504 (62)	1	\$430.00	\$430.00
12	WHELEN TAILLIGHT FLASHER	3	\$70.00	\$210.00
13	POWER DISTRIBUTION BOARD	3	\$375.00	\$1,125.00
14	INSTALL SUPPLIES	3	\$129.00	\$387.00
15	ANTENNA KIT	3	\$49.00	\$147.00
16	NOVA PRE-EMPTION	3	\$237.00	\$711.00
	REMOVAL PER UNIT	3	\$190.00	\$570.00
	INSTALLATION	3	\$1,750.00	\$5,250.00
	FREIGHT	1	\$219.58	\$219.58

Notations:

TOTAL \$27,121.58