

Matt Brolley, *Village President*
Tiffany Francis, *Village Clerk*
Stan Bond, *Trustee*
Pete Heinz, *Trustee*
Steve Jungermann, *Trustee*
Denny Lee, *Trustee*
Doug Marecek, *Trustee*
Theresa Sperling, *Trustee*



Village Board Meeting
Monday, January 11, 2016
7:00 PM, Village Hall

THIS MEETING IS BEING RECORDED AND WILL BE AVAILABLE FOR VIEWING ON THE VILLAGE YOUTUBE CHANNEL.

AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Public Participation

Members of the public are welcome to speak at this time. Please provide the Clerk with your name, address & phone number.

- A. Public Comments (Two Minute Opportunity).
- B. Recognition of Festival of Trees Winners

5. Consent Agenda

The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below.

- A. Building Report for December 2015.
- B. Account Receivable Report for December 2015.
- C. Accounts Payable through December 23, 2015 in the Amount of \$436,661.42.
- D. Accounts Payable through January 11, 2016 in the Amount of \$435,689.66
- E. Cancellation of the January 19, 2016 Committee of the Whole Meeting.
- F. Ordinance Reducing the Number of Class L Liquor Licenses (Waiver of First and Passage on Second Reading). (South Moon)

6. Items for Separate Action

- A. Ordinance 1707 Authorizing and Granting a Franchise to Northern Illinois Gas Company (First Reading)
- B. Recommendation of the Plan Commission on PC 2016-001 Z 2016 Zoning Map Update.
- C. Ordinance 1709 Approving the Official Zoning Map for the Village of Montgomery (First Reading)
- D. Recommendation of the Plan Commission on PC 2016-004 FP Final Plat for Fuller's Car Wash.
- E. Ordinance 1692 Approving the Final Plat for Fullers Montgomery Subdivision (First Reading)
- F. Recommendations of the Plan Commission on PC 2016-005 SU Special Use for Outdoor Storage and Alternative Surfaces Located at 900 Knell Road.
- G. Ordinance 1708 Granting a Special Use in the Village of Montgomery (First Reading)

- H. Recommendation of the Zoning Board of Appeals on 2016-006 V Alternative Surfaces Setback Variance – ATMI Precast, Inc.
- I. Ordinance 1710 Granting a Variance to the Setback Requirements for Alternative Surfaces (First Reading)

7. **Items for Discussion**

*The following items are listed for discussion only.
No decision or vote will be taken during this meeting.*

- A. Infrastructure Road Program

8. **New or Unfinished Business**

9. **Future Meetings**

- A. Committee of the Whole Meeting – Tuesday, January 25, 2016 at 7:00 p.m. (canceled)
- B. Village Board Meeting – Monday, January 23, 2015 at 7:00 p.m.

10. **Executive Session**

- A. To discuss the minutes of meetings for the purposes of approval by the body of the minutes as mandated by Section 2.06 pursuant to 5 ILCS 120/2 (c) (21).
- B. To discuss the employment of an employee pursuant to 5 ILCS 120/2(c) (1).

11. **Report on Closed Session Minutes**

12. **Adjournment**

BUILDING REPORT
MONTH OF: December 2015

TYPE	NUMBER	VALUATION	BUILDING FEE
RESIDENTIAL	1	\$180,000.00	\$1,165.00
MULTI-FAMILY	0	\$0.00	\$0.00
INDUSTRIAL	1	\$750,000.00	\$375.00
COMMERCIAL	0	0	\$0.00
RESIDENTIAL ADDITIONS & ALTERATIONS	10	\$86,669.00	\$1,080.00
INDUSTRIAL ADDITIONS & ALTERATIONS	1	\$12,000.00	\$200.00
COMMERCIAL ADDITIONS & ALTERATIONS	1	\$8,000.00	\$137.00
GARAGE	0	\$0.00	\$0.00
SWIMMING POOL	0	\$0.00	\$0.00
MISCELLANEOUS	8	\$46,720.00	\$490.00
REINSPECTIONS	0	\$0.00	\$0.00
TOTAL	22	\$1,083,389.00	\$3,447.00
YEAR TO DATE VALUATION		\$11,091,605.00	
PREVIOUS YEAR	7	\$200,210.00	\$1,846.00
PERMITS FINALIZED	December = 13	OCCUPANCIES ISSUED	December = 7
PERMITS PENDING:	637	SINGLE FAMILY-	4
		COMMERCIAL	3
INSPECTIONS:		VIOLATIONS:	December= 59
		CORRECTED:	57
BACKFILL	1		
BUSINESS OCCUPANCY	1	PORCH & STOOP	1
ELECTRIC SERVICE	2	ROUGH CONCRETE PREP	4
FINAL	6	ROUGH ELECTRICAL	3
FINAL BUILDING	1	ROUGH FRAMING	2
FINAL ELECTRICAL	5	ROUGH MECHANICAL	2
FINAL FRAMING	4	UG ELECTRICAL	1
FINAL MECHANICAL	4	WALL & CEILING	1
FOOTING	2	WATER METER	1
INSULATION	3	PLUMBING	25
TOTAL	69		

VILLAGE OF MONTGOMERY - WATER DEPARTMENT

ACCOUNTS RECEIVABLE REPORT FOR Dec, 2015

ACCOUNTS RECEIVABLE BALANCE - END OF LAST MONTH

\$1,013,872.11

WATER BILLING ACTIVITY

	1,000 Gals.	Water Charge	Service Charge	Totals
MONTGOMERY				
Residential	131	\$694.30	\$139.67	\$833.97
Commercial & Ind.	1	\$307.40		\$307.40
Bulk water	145	\$2,706.84		\$2,706.84
Totals	277	\$3,708.54	\$139.67	\$3,848.21
OUT OF TOWN				
Boulder Hill Residential	110	\$337.08	\$69.06	\$406.14
Boulder Hill Commercial		\$0.00		\$0.00
Blackberry		\$0.00		\$0.00
Totals	110	\$337.08	\$69.06	\$406.14
WATER METER CHARGES				\$ -
TAP ON & FOOTAGE FEES				\$ -
CODE VIOLATIONS				
MISCELLANEOUS CHARGES				\$ (3,300.00)
TOTAL WATER BILLING	387	\$4,045.62	\$208.73	\$954.35

OTHER CHARGES

SEWER				\$86.31
PENALTIES			\$ -	\$0.00
BHINF				\$251.00
ADJUSTMENTS			\$ -	-\$78.09
MISC - GARBAGE				\$876.67
TOTAL OTHER CHARGES				\$1,135.89

LESS: PAYMENTS RECEIVED DURING THE MONTH

\$733,700.12

ACCOUNTS RECEIVABLE BALANCE - END OF CURRENT MONTH

\$282,262.23

**Village of Montgomery
Bills to be Paid
December 23, 2015**

<u>All Departments</u>	<u>Amount</u>
Call One	2,773.70
EEI	79,589.67
Responsive Network Services	5,071.00
 <u>Community Development/Building Department</u>	
Canon	280.07
Fredi Beth Schmute	736.25
Fox Metro	40.00
PRI	337.50
Thompson Elevator	86.00
 <u>Elected Officials</u>	
Debbie Buchanan	45.55
Il State Police	29.75
Van Duser	75.00
 <u>Finance Department/Water Billing</u>	
CDW	352.13
MICA	2,000.00
Third Millennium	2,404.79
Water Refunds	257.16
 <u>Human Resources/Payroll</u>	
Aflac	606.18
Blue Cross Blue Shield	73,352.77
Dearborn	344.85
Guardian	7,617.16
International Union of Operating Engineers	939.68
International Union of Operating Engineers	280.50
Legal Shield	307.84
Nationwide 457	435.00
Nationwide IRA	100.00
Provident Life	720.66
Rush Copley	43.00
State Disbursement Unit	1,053.53
 <u>Police Department</u>	
CDW	34.43
Nicor	2,163.31

Verizon	722.19
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Public Works Department

Aurora Automotive	47.97
Alarm Detection	674.94
Aurora Township Highway Dept	20,113.00
BDK	559.82
BJ Wolf	8,580.00
Bonnell	63,549.72
Carroll	217.89
Carroll	46.22
CES	8.13
City of Aurora	45.00
Coffman Truck	1,726.24
ComEd	5,242.60
ComEd	3,284.87
Compass Minerals	5,938.63
Constellation	19,541.73
Crescent Electric	678.42
Dukane	3,701.00
Factory Motor Parts	442.55
Ferguson Waterworks	86.36
Fox Metro	876.04
Fox Valley Sewer	410.00
Frank Marshall	333.90
Grainger	499.51
Grainger	320.24
Kendall County Concrete	146.28
Kendall County Concrete	660.84
Ken Schmidt	2,241.52
Kimball Midwest	101.15
Kline's	1,515.00
Leonardi	1,389.95
Mailbox Reimbursements	100.00
Meade	390.00
Menards	146.86
Menards	1,025.43
Menards	127.70
Nicor	413.17
Patten	6,706.50
Pizzo	16,608.88
Pizzo	30,109.19
Pizzo	4,992.94
Riverview Ford	315.81
Ron Westphal	2,077.82
Sauber Mfg	21,072.00
Schaefer	107.99
Temple Display	507.45

Test	426.25
Traffic Control	253.45
UniFirst	270.88
Van's Lock & Key	65.00
Viking Chemical	7,598.28
Viking Chemical	1,423.00
Water Products	235.82
Water Products	219.40
Water & Oil Technologies	5,197.85
Ziebell	436.00

Village Administrator's Office/Village Hall

Engler Callaway Baasten	9,752.00
Unilock	34.50
US Bank	268.06

Grand Total **436,661.42**

**Village of Montgomery
Bills to be Paid
January 11, 2016**

<u>All Departments</u>	<u>Amount</u>
Al Warren	4,180.98
Chase Card	5,580.83
Cintas	113.80
Pitney Bowes	500.00
Responsive Network Services	4,961.00
Verizon	2,035.58
 <u>Community Development/Building Department</u>	
Cannonball	200.00
Cannonball	960.00
Fredi Beth Schmutte	62.67
Thompson Elevator	93.00
Thompson Elevator	129.00
 <u>Elected Officials</u>	
 <u>Finance Department/Water Billing</u>	
Azavar Audit	144.63
Comcast	242.10
Kane County Treasurer	36,998.04
Office Depot	98.92
Oswego School Dist	6,319.15
Oswego School Dist	22,009.12
Petty Cash	15.00
Sungard	2,560.00
Water Refund	606.97
 <u>Human Resources/Payroll</u>	
Fidelity-EyeMed	406.62
Nationwide 457	435.00
Nationwide IRA	100.00
State Disbursement Unit	1,005.53
 <u>Police Department</u>	
Aurora Fastprint	115.22
Capital Printing	616.00
Comcast	265.58

Communication Revolving Fund	506.40
Critical Reach	285.00
Elineup	600.00
GFC	579.48
Kane County Animal Control	125.00
KenCom	64,515.00
Marberry Cleaners	4.00
MOCIC	150.00
Neofunds	400.00
Oswego Printing	152.85
Public Safety	150.00
Quill	45.89
Ray O'Herron	22.50
Safariland	251.50
Stanard & Assoc	395.00
Uline	141.77
Zuma	61.22

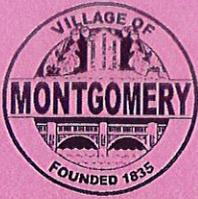
Public Works Department

Aurora Automotive	229.43
Comcast	202.85
Coffman Truck	21.00
ComEd	988.03
ComEd	720.07
Constellation	4,164.81
Dynergy	5,145.18
Edmonds	227.84
Factory Motor Parts	106.98
Ilco	(588.78)
Ilco	428.78
Ilco	428.80
Nicor	27.39
Pizzo	7,575.43
Pizzo	23,856.05
Republic	106,368.24
S&K Trucking	123,227.91
Standard Industrial	293.00
Water Solutions	2,967.30

Village Administrator's Office/Village Hall

Leaf	159.00
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Grand Total	<u><u>435,689.66</u></u>
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VILLAGE OF MONTGOMERY
REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
 Recommendation of Boards, Commissions & Committees (Green)
 Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: January 8, 2016

B of T Date: January 19, 2016

Subject: Cancellation of January 19, 2016 Committee of the Whole Meeting

Submitted By: Jeff Zoepfel, Village Administrator

Background/Policy Implications:

Approval is requested to cancel the January 19, 2016 Committee of the Whole Meeting.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

NOTE: All materials must be submitted to and approved by the Village Administrator by 12:00 noon, Thursday, prior to the Agenda distribution.



VILLAGE OF MONTGOMERY
REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
 Recommendation of Boards, Commissions & Committees (Green)
 Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: January 8, 2016

B of T Date: January 11, 2016

Subject: South Moon BBQ Liquor License Reduction Ordinance

Submitted By: Steven A. Andersson & Laura M. Julien, Village Attorneys

Background/Policy Implications:

South Moon BBQ has indicated that it no longer wishes to hold a Class L liquor license (allowing it to sell alcohol in connection with a catering business). It will still retain its Class G license (allowing it to sell alcohol as part of its restaurant operations). In accordance with standard procedure, we recommend passage of the attached ordinance reducing the number of available licenses.

Describe Fiscal Impact/Budget Account Number and Cost: N/A.

Review:

Village Administrator Jeff Zoepfel

Date: 01/08/2016

NOTE: All materials must be submitted to and approved by the Village Manager by 12:00 noon, Tuesday, prior to the Agenda distribution.



VILLAGE OF MONTGOMERY

ORDINANCE NO. 1711

**AN ORDINANCE AMENDING THE VILLAGE OF MONTGOMERY
VILLAGE CODE, CHAPTER 3, SECTIONS 3-9
OF THE VILLAGE OF MONTGOMERY, ILLINOIS
(REDUCTION OF CLASS L LICENSE-SOUTH MOON BBQ)**

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
THIS ____ DAY OF _____, 2016.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES,
ILLINOIS, THIS ____ DAY OF _____, 2016.

ORDINANCE NO. 1711

**AN ORDINANCE AMENDING THE VILLAGE OF MONTGOMERY
VILLAGE CODE, CHAPTER 3, SECTIONS 3-9
OF THE VILLAGE OF MONTGOMERY, ILLINOIS
(REDUCTION OF CLASS L LICENSE-SOUTH MOON BBQ)**

BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

WHEREAS, the Village of Montgomery is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and accordingly, acts pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Village of Montgomery Board of Trustees finds it is in the best interests of the citizens of the Village of Montgomery to amend the Village of Montgomery Village Code, Chapter 3, Section 3-9 to allow for better regulation of its liquor establishments; and,

WHEREAS, the establishment known as *South Moon BBQ* no longer wishes its Class “L” license and the Village wishes to reduce the number of available licenses.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

SECTION ONE:

Chapter 3, Section 3-9, is hereby amended to read as follows:

Chapter 3, Section 3-9, only as it concerns the number of Class “L” licenses is hereby amended to read as follows:

“Class “L” Zero (0)”

All remaining lines of Section 3-9 are hereby ratified and remain in full force and effect.

SECTION TWO: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its approval, passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois this ____ day of _____, 2016.

Matthew Brolley
President of the Board of Trustees of the Village of Montgomery

ATTEST:

Tiffany Francis
Village Clerk of the Village of Montgomery

	Aye	Nay	Absent	Abstain
Trustee Stan Bond	___	___	___	___
Trustee Pete Heinz	___	___	___	___
Trustee Steve Jungermann	___	___	___	___
Trustee Denny Lee	___	___	___	___
Trustee Doug Marecek	___	___	___	___
Trustee Theresa Sperling	___	___	___	___
Village President Mattheq Brolley	___	___	___	___



REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
 Recommendation of Boards, Commissions & Committees (Green)
 Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoephel, Village Administrator

Date: January 7, 2016

B of T Date: January 11, 2016

Subject: Ordinance 1707 Authorizing and Granting a Franchise to Northern Illinois Gas Company (First Reading)

Submitted By: Justin VanVooren, Director of Finance

Background/Policy Implications:

The Village is a member of the Northern Illinois Municipal Natural Gas Franchise Consortium and has been since its inception in October 2009. The Steering Committee, for which Montgomery represents Metro West, of the Consortium unanimously approved a new model Natural Gas Franchise Ordinance on December 14, 2015.

The following is a summary of key provisions of the Ordinance:

- **Term (Section 3).** The new franchise is for a term of 25 years (until January 1, 2041).
- **Municipal Regulations (Section 4B, 4C).** The Ordinance requires Nicor to utilize the public right-of-way in compliance with the Ordinance and with any local, generally applicable right-of-way, building, and tree regulations.
- **Emergency Response (Section 4D).** The Ordinance requires Nicor to provide notice of emergencies to the municipality within 24 hours unless not practicable.
- **Capital Improvement Plans and Information Sharing (Section 4E2).** The Ordinance requires Nicor to establish and maintain (and provide the municipality with access to) an information sharing platform for, capital improvement plans, gas system work, gas facility location information and maps, and work and maintenance status information.

- **Compensation for Use of Rights-of-Way (Section 5).** There are two options for compensation for Nicor's use of the public rights-of-way. The first option is an annual lump sum payment that Nicor will make in cash to the municipality. Each member has been provided with the Annual Payment calculations based on the current population and gas cost per therm. The second compensation option is for the municipality to receive free gas for buildings used for municipal purposes. A municipality can change the option every three years. Staff is compiling the information to determine which option would be better.
- **One-Time Renewal Payment (Section 5A1).** Each Consortium member adopting the Ordinance will receive a one-time cash renewal payment equal to 75 percent of the municipality's therm allocation multiplied by the gas cost per therm (\$23,974).
- **Accounts and Records (Section 6).** The Ordinance requires Nicor to provide the municipality with annual information on Nicor's gross operating revenues within the municipality.
- **Most Favored Nations Clause (Section 7).** If Nicor enters into an agreement with another franchisor that includes compensation terms the municipality believes are more advantageous or protective than the provisions of the Ordinance, then the municipality can choose to incorporate those provisions into the Ordinance.
- **Indemnification (Section 8).** The Ordinance contains mutual indemnification provisions. The provisions require Nicor to protect the municipality against claims arising out of failure to comply with the Ordinance or any negligent, unlawful, or intentional wrongful acts related to work in and use of the public right-of-way.
- **Insurance (Section 9).** The Ordinance requires Nicor to obtain and maintain various types of standard insurance against liabilities.
- **Annual Meeting (Section 13).** The Ordinance requires Nicor to participate in an annual meeting upon the request of the municipality.
- **Effective Date and Consent Agreement (Section 15).** The effective date will be retroactive to January 1, 2016. Within 90 days of the effective date (March 31, 2016), Nicor is required to execute the consent agreement (Exhibit A) which will contractually bind Nicor to comply with the Ordinance.

Describe Fiscal Impact/Budget Account Number and Cost:

The Village will receive a one-time payment of \$23,974 for participating in the Consortium and signing the Franchise Ordinance. Revenues or expenditures will be impacted in future years based on which compensation option the Village chooses.

Review:

Village Administrator Jeff Zoepfel

NOTE: All materials must be submitted to and approved by the Village Administrator by 12:00 noon, Thursday, prior to the Agenda distribution.

**VILLAGE OF MONTGOMERY
ORDINANCE NO. 1707**

AN ORDINANCE AUTHORIZING AND GRANTING A FRANCHISE
TO NORTHERN ILLINOIS GAS COMPANY
(d/b/a NICOR GAS COMPANY) ITS SUCCESSORS AND ASSIGNS,
TO CONSTRUCT, OPERATE AND MAINTAIN A NATURAL GAS DISTRIBUTING SYSTEM
IN AND THROUGH THE VILLAGE OF MONTGOMERY, ILLINOIS

WHEREAS, Northern Illinois Gas Company (d/b/a Nicor Gas Company), an Illinois corporation ("**NICOR GAS**") and the Municipality of Montgomery ("**Municipality**") entered into franchise agreement effective November 30, 1961 that generally authorized NICOR GAS to construct, operate, and maintain a gas distribution system within the Municipality, and NICOR GAS provided the Municipality a letter dated November 23, 2011 that specifies the compensation to be paid to the Municipality by NICOR GAS in connection with such franchise agreement (such franchise agreement and letter are referred to collectively herein as the "**Previous Agreement**"); and

WHEREAS, NICOR GAS, along with its successors and permitted assigns (collectively, "**Grantee**"), and the Municipality desire to have this Ordinance adopted and to have it represent a new agreement between the Grantee and the Municipality to supersede the Previous Agreement ("**Franchise**"); and

WHEREAS, the Municipality has determined that it is in the best interests of the Municipality and its residents to adopt this Ordinance establishing a new Franchise with the Grantee;

WHEREAS, the Grantee has approved this Ordinance and authorized execution by its duly authorized representatives of the Consent Agreement provided pursuant to Section 15 of this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE MUNICIPALITY OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. DEFINITIONS.

The following terms have the meaning ascribed to them in this Section:

Annual Meeting. The meeting provided under Subsection 13.A. of this Ordinance.

Assignee. The entity that accepts an assignment under this Ordinance from the Grantee with the authorization of the Municipality, as provided in Subsection 13.B of this Ordinance.

Corporate Authorities. The corporate authorities of the Municipality.

Effective Date. The effective date of this Ordinance, being January 1, 2016.

Emergency. An event involving the Gas System that (i) poses an imminent threat to the public health or safety within the Municipality or (ii) is likely to result in a prolonged and unplanned interruption of gas service to a significant number of customers within the Municipality.

Gas. Natural gas or manufactured gas, or a mixture of gases, that is distributed to the Grantee's customers in the Municipality through the Gas System.

Gas System. The Grantee's system of pipes, tubes, mains, conductors, and other devices, apparatus, appliances, and equipment for the production, distribution, and sale of gas for fuel, heating, power, processing, and other purposes within and outside the corporate limits of the Municipality.

Gas System Work. Any construction, operation, maintenance, repair, removal or replacement of the Gas System conducted by the Grantee within the Public Right-of-Way or conducted by the Grantee immediately adjacent to the Public Right-of-Way if such activity physically disturbs the Public Right-of-Way.

ICC. The Illinois Commerce Commission.

Public Right-of-Way. The Municipality's streets, alleys, sidewalks, parkways, easements, and other property of the Municipality used as right-of-way.

Requirements of Law. Any and all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the Public Right-of-Way or the conduct of Gas System Work.

Term. The term of the Franchise under Section 3 of this Ordinance.

SECTION 2. GRANT OF FRANCHISE.

The Municipality grants the right, permission and authority to the Grantee to construct, operate, maintain, repair, remove, and replace its Gas System within the corporate limits of the Municipality, subject to the conditions and regulations of this Ordinance. The right, permission and authority granted by the Municipality to the Grantee by this Franchise may not be exclusive to the Grantee, provided that any other such rights or authority granted by the Municipality may not interfere with the right, permission and authority granted to the Grantee pursuant to this Ordinance.

SECTION 3. TERM.

The Franchise authorized and granted pursuant to this Ordinance shall be for a term of 25 years, commencing on the Effective Date, and expiring on January 1, 2041 ("**Term**").

SECTION 4. USE OF PUBLIC RIGHT-OF-WAY.

The Grantee shall be authorized to use the Public Right-of-Way for the Gas System and Gas System Work subject to the provisions of this Ordinance, including without limitation the following provisions:

A. General Coordination, Location And Repair. Those portions of the Gas System in the Public Right-of-Way shall be installed and maintained under the general supervision of the Director of Public Works of the Municipality, or other duly authorized agent of the Municipality. The portions of the Gas System within the Public Right-of-Way shall be located as not to injure any drains, sewers, catch basins, water pipes, pavements or other like public improvements. If any drain, sewer, catch basin, water pipe, pavement or other like public improvement is injured

by the location of the portions of the Gas System within the Public Right-of-Way, the Grantee shall forthwith repair the damage to the satisfaction of the Municipality and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee.

B. Compliance with Requirements of Law. The Grantee shall be subject to the specific standards provided in this Ordinance for work in the Public Right-of-Way and with all other Requirements of Law.

C. Conduct of Gas System Work; Restoration. The Grantee will conduct Gas System Work in accordance with the Requirements of Law. The Grantee will undertake to minimize the disturbance or obstruction of the Public Right-of-Way caused by Gas System Work, including, without limitation, having Gas System Work, once started, undertaken and completed without unreasonable delay. The Grantee will promptly restore Public Right-of-Way, as well as any fences, roads, pavements and other improvements in the Public Right-of-Way, disturbed by Gas System Work as nearly as reasonably practicable to its condition immediately before the Gas System Work.

D. Emergencies. In the case of an Emergency, the Grantee will notify the Municipality by the most practical, timely, and available means under the circumstances of the Emergency and the conditions that are affecting the Gas System and its customers. Notwithstanding Section 10, the notice will be no more than 24 hours after the Grantee learns of the Emergency, except if notice within 24 hours is not practicable under the circumstances of the Emergency, in which case the Grantee will provide the notice required under this Subsection as soon as is practicable under the circumstances. Each Party will provide the other Party with an Emergency contacts list, including 24-hour contact information for at least two representatives. The Grantee will keep the Municipality apprised of the status of the Emergency to the extent reasonably practicable and will advise the Municipality when the Emergency has been resolved.

E. Coordination Regarding Capital Improvements; System Information. The Grantee and the Municipality believe that it is in their mutual interests to be informed of their respective capital improvement programs, so that whenever practicable those programs can be undertaken to minimize the cost of construction and public inconvenience. To that end, the following provisions apply:

1. **Meeting.** At Annual Meetings (see Subsection 13.A of this Ordinance), representatives of the Grantee and the Municipality will be prepared to discuss significant known Gas System Work and Municipal projects that could impact the Gas System and that will or may be undertaken within the Municipality.

2. **Capital Improvement Plans and General System Information.** The Grantee will establish and maintain an information medium ("**Information Sharing System**"), at no cost to the Municipality, that will provide the Municipality access, on reasonable terms, to information identifying (a) anticipated Gas System Work, (b) Grantee's planned capital improvement plans and major maintenance work related to the Gas System within the Municipality, (c) maps or other documents showing the locations of gas distribution mains in or under Public Right-of-Way within the Municipality; and (d) the status of ongoing Gas System Work and capital improvement plans and major maintenance work related to the Gas System within the Municipality (collectively, "**General System Information**"). The Grantee reserves the right to modify or replace the Information Sharing System from time to time at its discretion. Absent gross negligence or intentional misconduct by the Grantee, the Grantee shall have no monetary liability to the

Municipality due to defects in the design or performance of the Information Sharing System or errors or omissions in the information disclosed through the Information Sharing System; provided, however, that this sentence does not change the Grantee's obligation under Paragraph 1 of this Subsection and Subsection 13.A of this Ordinance with respect to General System Information. As part of the Annual Meeting, the Parties may discuss the performance of the Information Sharing System and any adjustments and refinements to the Information Sharing System and, if requested by the Municipality, the Grantee will provide information regarding any updates or other operational changes or improvements to the Information Sharing System.

SECTION 5. CONSIDERATION FOR USE OF PUBLIC RIGHT-OF-WAY.

A. Payments; Provision of Gas. The Grantee shall make the Renewal Payment provided in Paragraph 1 of this Subsection and, commencing with calendar year 2016, either (but never both) (i) make the Annual Payments as provided and calculated in Paragraph 2 of this Subsection, or (ii) provide for Unbilled Gas as provided and calculated in Paragraphs 3 of this Subsection. The Municipality shall notify the Grantee in writing within sixty days after the Effective Date whether it has chosen to receive Annual Payments or Unbilled Gas. In the event the Municipality has not notified the Grantee in writing within sixty days after the Effective Date, the Municipality shall be deemed to have chosen to receive Annual Payments as provided and calculated in Paragraph 2 of this Subsection. Upon written notice to Grantee given on or before June 30 of the calendar year preceding the date of change, the Municipality may change the method of compensation from Annual Payments to Unbilled Gas, or vice versa, effective as of January 1 of any or all of the third, sixth, ninth, twelfth, fifteenth, eighteenth, twenty-first, or twenty-fourth calendar year following the Effective Date. In the event the Municipality has not so notified the Grantee of a change in the method of compensation by the applicable June 30, the method of compensation then in effect shall continue and may not be changed by the Municipality during the ensuing three calendar year period.

1. **Renewal Payment.** Within ninety days after the Effective Date, the Grantee will pay the Municipality, solely as consideration for renewal of the franchise granted under the Previous Agreement, a one-time franchise renewal payment ("**Renewal Payment**") of \$23,974, being equal to 75 percent of the value of (a) the "**Therm Allocation**" (as calculated under Paragraph 4 of this Subsection) as of the Effective Date multiplied by (b) the "**Gas Cost per Therm**" (as calculated under Paragraph 2 of this Subsection).

2. **Annual Payment.** In January of each year except 2016 and in March of 2016, the Grantee will pay the Municipality an annual payment ("**Annual Payment**") if the Municipality has chosen or has been deemed to have chosen to receive Annual Payments rather than Unbilled Gas for such calendar year. The amount of each Annual Payment will be calculated by the Grantee by multiplying (a) the "**Therm Allocation**" (as calculated under Paragraph 4 of this Subsection) times (b) the applicable Gas Cost per Therm. As used herein, the term "**Gas Cost per Therm**" means, with respect to a calendar year, the sum of (i) the average per therm gas cost for the preceding three calendar years, based on the Grantee's prudently incurred purchased gas cost and (ii) the per therm rate for general gas service under the Grantee's rate structure in effect as of the last day of the preceding calendar year.

3. **Unbilled Gas.** If the Municipality has chosen to receive Unbilled Gas, the Grantee shall supply, during each billing year (start and finish of each year shall begin and end with regular meter reading date nearest to January 1) that the Municipality's choice to receive Unbilled Gas remains in effect, without charge to the Municipality, an amount of gas ("**Unbilled Gas**") not to exceed the Therm Allocation (as calculated under Paragraph 4 of this Subsection),

to be used in buildings which may be occupied from time to time by the Municipality solely for municipal purposes, or such part of these buildings as may from time to time be occupied for ongoing municipal purposes, and not for purposes of revenue.

4. **Therm Allocation.** For purposes of determining the Annual Payment or the amount of Unbilled Gas under Paragraphs 2 and 3, respectively, of this Subsection, the Therm Allocation will be based on the following formula: 3.6 therms per person up to 10,000 of population; 2.4 therms per person for the next 10,000 of population; 1.2 therm per person for the next 80,000 of population; 1.45 therms per person for the next 20,000 of population; and 1.8 therms per person for the population over 120,000. For purposes of the Therm Allocation, the population of the Municipality as of the Effective Date shall be deemed to be the same as the population of the Municipality at the 2010 decennial census, which was 18,438. This population number will be adjusted by the Grantee based on each decennial census count. Between decennial census counts, the Therm Allocation may be increased prospectively on the basis of changes in population of the Municipality as shown by revised or special census. Upon the submission of a written request by the Municipality accompanied by the official State notification of census change, the Therm Allocation will be adjusted by the Grantee.

B. **Limitations on Gas Use.** None of Unbilled Gas to be supplied to the Municipality under Paragraph A3 of this Section, shall be resold by the Municipality for any purpose whatsoever. In the event the Municipality uses less than the amount of Unbilled Gas calculated and authorized under Paragraph A3 of this Section, there shall be no payment due to the Municipality from the Grantee for gas not used during that billing year, nor shall any such unused therms be carried over for the following billing year's use.

C. **Offset.** If the Municipality has chosen or has been deemed to have chosen to receive Annual Payments, the Grantee shall have the right to reduce the Annual Payment for a calendar year by the amount of any fees that the Municipality has been paid by the Grantee during the preceding calendar year for permits, street or parkway openings, or inspections related to the Gas System or Gas System Works. If the Municipality has chosen to receive Unbilled Gas, the Grantee shall have the right to reduce the Therm Allocation for a billing year by an amount of therms equal to (a) the amount of any fees that the Municipality has been paid by the Grantee during the preceding billing year divided by (b) the Gas Cost per Therm determined for the calendar year that begins with the January 1 nearest to the end of such billing year.

SECTION 6. ACCOUNTS AND RECORDS.

Within 90 days following a written request by the Municipality made no more frequently than once during each calendar year of the Term, the Grantee will provide the Municipality with a written statement showing the gross operating revenue generated during the immediately preceding calendar year by the Grantee from the distribution of gas to customers identified in the Grantee's billing records as located within the corporate limits of the Municipality, which statement will, if requested as part of the Municipality's request, show the distribution of such gross operating revenue among the following categories of users: Residential, Commercial, and Industrial, or by such other categories as may be agreed to by the Grantee and the Municipality.

SECTION 7. SUBSTITUTION OF MORE FAVORABLE PROVISIONS.

A. **Amended Ordinance.** If during the Term of this Franchise, the Municipality learns of a Grantee franchise ("***Grantee Franchise***") from any other municipality in Illinois ("***Other Franchisor***") adopted or otherwise provided by the Other Franchisor after the Effective Date and

containing “*More Favorable Provisions*” (as defined in Subsection C of this Section), then the Municipality may adopt, no sooner than 30 days from the date of providing the notice to the Grantee required pursuant to Subsection B of this Section, an ordinance amending this Ordinance solely to substitute for the provisions of Section 5 of this Ordinance replacement provisions that are substantially identical to the *More Favorable Provisions* (“**Amended Ordinance**”). If the Municipality adopts an Amended Ordinance in conformity with this Section 7, the Grantee will accept the Amended Ordinance and execute a Consent Agreement consistent with Section 15 of this Ordinance.

B. Notice. At least 30 days before adopting an Amended Ordinance pursuant to this Section 7, the Municipality shall provide the Grantee with written notice that explicitly (i) states that the Municipality intends to invoke its right under this Section 7 to adopt an Amended Ordinance; (ii) identifies the Other Franchisor; (iii) states the date, time, and place of the meeting at which adoption of the Amended Ordinance will be considered; and (iv) includes the Amended Ordinance.

C. More Favorable Provisions. “*More Favorable Provisions*” means the provisions in a Grantee Franchise (i) establishing the compensation to be paid by the Grantee to the Other Franchisor, including, without limitation, the formulas and procedures utilized to determine the form and amount of such compensation (“**Compensation Formulas and Procedures**”); and (ii) that the Municipality has reasonably concluded are more advantageous to or protective of the public interest of the Other Franchisor than the existing provisions of Section 5 of this Ordinance are to the Municipality. “*More Favorable Provisions*” shall not include provisions providing consideration to the Other Franchisor for franchise renewal (it being understood that the exercise by the Municipality of its right under this Section 7 shall not be deemed a franchise renewal). Replacement provisions in a proposed Amended Ordinance shall not be deemed to be substantially identical to *More Favorable Provisions* if those replacement provisions do not utilize the Compensation Formulas and Procedures as applied to the Municipality to determine the form and amount of compensation to be paid by the Grantee to the Municipality. The Municipality shall not have the right to invoke this Section solely to effect a change in the form of compensation (between payments or unbilled gas) if that form of compensation had been available to the Municipality to select under Section 5 of this Ordinance, and neither the procedures for changing the form of compensation in Section 5 of this Ordinance nor those in the Compensation Formulas and Procedures would then have permitted the Municipality to make a change in the form of compensation.

D. No Notification Required. Nothing in this Section shall require the Grantee to notify the Municipality of new franchises that the Grantee obtains with other municipalities in Illinois or new provisions within any existing franchise agreements.

SECTION 8. INDEMNIFICATION.

A. Grantee. The Grantee must, and will, fully indemnify the Municipality (but not any other third party) against and from any and all claims, liabilities, actions, damages, judgments, and costs, including without limitation injury or death to any person and damage to any property or Public Right-of-Way and including without limitation attorneys’ fees (collectively, “**Claims**”) that the Municipality may incur or suffer, or that may be obtained against the Municipality, as a result of or related to the Grantee’s failure to perform any of its obligations under this Ordinance, or the Grantee’s negligent, unlawful, or intentional wrongful acts or omissions that relate to (i) the use or occupation by Grantee of the Public Right-of-Way under this Ordinance, or (ii) the construction, operation, maintenance, or repair of the Gas System located within the Public Right-of-Way. The

Municipality must give the Grantee written notice within 30 calendar days after the Municipality has received written notice of a Claim. The Municipality may tender to the Grantee the defense of a Claim, in which case the Grantee must defend the Municipality against that Claim, or the Municipality may defend itself against that Claim at the Grantee's expense. The Grantee shall not be required to indemnify, defend, or hold harmless the Municipality for any Claims to the extent the Municipality, its officers, agents, or employees are liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Municipality, its officers, agents, or employees while acting on behalf of the Municipality).

B. Municipality.

1. The Municipality must, and will, fully indemnify the Grantee (but not any other third party) against any and all Claims arising as a result of damages to the Grantee's Gas System caused by the conduct of the Municipality, its officers, employees, or agents for which the Municipality is liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Municipality, its officers, agents, or employees while acting on behalf of the Municipality). The Municipality shall not be required to indemnify, defend, or hold harmless the Grantee for any damages to the extent the Grantee, its officers, agents, or employees are liable under the laws of the State of Illinois (including for conduct that constitutes gross negligence, malicious or intentional wrongful acts, or the willful misconduct of the Grantee, its officers, agents, or employees while acting on behalf of the Grantee).

2. The Grantee recognizes the Municipality's right to exercise its police powers over the Public Right-of-Way in case of fire, disaster, or other emergency as reasonably determined by the Municipality. Notwithstanding Paragraph 1 of this Subsection, the Municipality shall not be liable to the Grantee for any damages to the Grantee's Gas System when the damage results from the exercise by the Municipality of its police powers in order to protect the public in case of fire, disaster or other emergency. When practicable, as reasonably determined by the Municipality, the Municipality shall consult with the Grantee prior to the exercise by the Municipality of these police powers, where the exercise may affect the Grantee's Gas System, and to permit the Grantee to take necessary action to protect the public and the Gas System.

SECTION 9. INSURANCE.

If the Grantee's total stockholder equity as determined in accordance with generally accepted accounting principles ("**Stockholder Equity**") as of the end of its most recently completed fiscal year is less than **fifty million dollars (\$50,000,000)**, the Grantee shall be obligated under this ordinance to maintain during its current fiscal year, at its sole cost and expense, insurance against the liabilities assumed under this ordinance consisting of the following coverages at the following minimum limits:

A. Comprehensive General Liability. Comprehensive general liability insurance with coverage written on an "occurrence" or "claims made" basis and with limits no less than: (1) General Aggregate: \$2,000,000; (2) Bodily Injury: \$2,000,000 per person, \$2,000,000 per occurrence; and (3) Property Damage: \$2,000,000 per occurrence. Coverage must include: Premises Operations, Independent Contractors, Personal Injury (with Employment Exclusion deleted), Broad Form Property Damage Endorsement, Blanket Contractual Liability, and bodily injury and property damage. Exclusions "X," "C," and "U" must be deleted. Railroad exclusions must be deleted if any portion of the Gas System Work is within 50 feet of any railroad track.

Every employee of the Grantee engaged in Gas System Work within the Municipality must be included as an insured.

B. Comprehensive Motor Vehicle Liability. Comprehensive motor vehicle liability insurance with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented. The coverage required by this subsection shall include bodily injury and property damage for all motor vehicles engaged in Gas System Work within the Municipality that are operated by any employee, subcontractor, or agent of the Grantee.

C. Workers' Compensation. Workers' compensation coverage in accordance with applicable law.

D. General Standards for All Insurance. If obligated under this Section to maintain the foregoing insurance coverages, (i) the Grantee may satisfy that obligation, in whole or in part, through insurance provided by a captive insurance company affiliated with the Grantee to the extent permitted under applicable law if such captive insurance company and the Grantee are both controlled by a company with Stockholder Equity as of the end of its most recently completed fiscal year of at least **fifty million dollars (\$50,000,000)**, or through commercial insurance; (ii) all commercial insurance policies obtained by the Grantee to satisfy such obligation must be written by companies customarily used by public utilities for those purposes, including, if permitted by this Subsection, policies issued by a captive insurance company affiliated with the Grantee; (iii) the Grantee must provide the Municipality, upon request, with reasonable evidence of insurance and with certificates of insurance for commercial coverage designating the Municipality and its officers, boards, commissions, elected officials, agents, and employees as additional insured and demonstrating that the Grantee is maintaining the insurance required in this Section; and (iv) each policy shall provide that no change, modification, or cancellation of any insurance coverage required by this Section shall be effective until the expiration of 30 calendar days after written notice to the Municipality of any such change, modification, or cancellation and providing that there is no limitation of liability of the insurance if the Grantee fails to notify the Municipality of a policy cancellation.

SECTION 10. CURE.

In addition to every other right or remedy provided to the Municipality under this Ordinance, if the Grantee fails to comply in a material respect with any of its material obligations under this Ordinance (for reason other than force majeure), then the Municipality may give written notice to the Grantee specifying that failure. The Grantee will have 30 calendar days after the date of its receipt of that written notice to take all necessary steps to cure such material non-compliance, unless the cure cannot reasonably be achieved within 30 calendar days but the Grantee promptly commences the cure and diligently pursues the cure to completion.

SECTION 11. FORCE MAJEURE.

Neither the Grantee nor the Municipality will be held in violation or breach of this Ordinance when a violation or breach occurred or was caused by (a) riot, war, earthquake, flood, terrorism, or other catastrophic act beyond the respective Party's reasonable control or (b) governmental, administrative, or judicial order or regulation other than, in the case of the Municipality, an order or regulation issued by the Municipality not in the exercise of its police powers in order to protect the public in the case of fire, disaster or other emergency.

SECTION 12. NOTICE.

With respect to an Emergency, Grantee shall provide notice to the Municipality in accordance with Subsection 4.D. of this Ordinance. Any other notice that (a) requires a response or action from the Municipality or the Grantee within a specific time frame or (b) would trigger a timeline that would affect one or both of the parties' rights under this Ordinance must be made in writing and must be sufficiently given and served on the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

If to Grantor:

**Village of Montgomery
200 North River Street
Montgomery, Illinois 60538
Attention: Director of Finance**

with a copy to:

**Village of Montgomery
891 Knell Road
Montgomery, Illinois 60538
Attention: Director of Public Works**

If to Grantee:

**Northern Illinois Gas Company d/b/a Nicor Gas Company
1844 Ferry Road
Naperville, Illinois 60563
Attention: President**

with a copy to:

**Northern Illinois Gas Company d/b/a Nicor Gas Company
1844 Ferry Road
Naperville, Illinois 60563
Attention: Community Relations and Economic Development Department**

For other notices regarding the general business between the parties, e-mail messages and facsimiles will be acceptable when addressed to the persons of record specified above.

SECTION 13. GENERAL PROVISIONS.

A. Communications and Annual Meeting.

1. General Communications. The Grantee and the Municipality believe that it is in their mutual interests to maintain consistent and reliable means of communications regarding all matters under this Franchise. Nothing in this Section precludes the parties in any way from conducting meetings and communications not specifically provided in this Section on any other dates and times during the Term as necessary, required, or otherwise desired.

2. Annual Meeting. Except as the Grantee and the Municipality may otherwise agree, upon 45 days prior written notice from the Municipality to the Grantee given no more frequently than once during each calendar year of the Term, the representatives of the Grantee and the Municipality will meet at the offices of the Municipality or another mutually acceptable location ("**Annual Meeting**").

3. Annual Meeting Matters. At the Annual Meetings the Parties will review, as necessary, any matters related to this Ordinance and the Franchise as generally identified by the Municipality in its written notice provided pursuant to Paragraph 2 of this Subsection related to (i) the Gas System and Gas System Work; (ii) issues that have arisen since the prior Annual Meeting regarding the Grantee's activities conducted under the authority granted by this Ordinance, (iii) efforts and initiatives by the Grantee or the Municipality, or both, to promote energy efficiency and cost savings related to the use of gas supplied by the Grantee; and (iv) identification of anticipated future capital improvement programs by the Municipality and the Grantee in an effort to coordinate those programs whenever practical in an effort to minimize costs for both the Municipality and the Grantee and to reduce public inconvenience (collectively, "**Annual Meeting Matters**"). The Grantee's and the Municipality's representatives at Annual Meetings shall include individuals with the knowledge, experience and authority required to address competently and to seek to resolve the Annual Meeting Matters identified from discussion at the Annual Meeting.

4. Good Faith Efforts to Resolve Annual Meeting Matters. The Municipality and the Grantee will constructively discuss the Annual Meeting Matters at the Annual Meetings. The goal of these discussions is to ensure that the Grantee and the Municipality have sufficient information to address and, if possible, resolve the Annual Meeting Matters and the Parties will share information reasonably necessary for those purposes; provided, however that neither the Grantee nor the Municipality will be required to respond to unduly burdensome information requests or to provide confidential or privileged information to the other party. The parties will work in good faith to resolve Annual Meeting Matters on mutually acceptable terms and to do so within a reasonable period of time. To the extent that resolution of an Annual Meeting Matter is not otherwise provided by the terms of this Franchise, the parties may memorialize their understandings related to resolution of Annual Meeting Matters through memoranda of understanding, supplemental agreements, or other arrangements mutually agreed to.

B. Assignments of Rights by Grantee. All provisions of this Ordinance that are obligatory upon, or which inure to the benefit of, NICOR GAS shall also be obligatory upon and shall inure to the benefit of any and all successors and permitted assigns of NICOR GAS, and the word "Grantee" wherever appearing in this Ordinance shall include and be taken to mean not only NICOR GAS, but also each and all of such successors and permitted assigns. The Grantee may not assign any right it has under this Ordinance without the prior express written authorization of the Municipality by ordinance or resolution of the Corporate Authorities. The Municipality will not withhold that authorization if (a) the Assignee is technically and financially capable of operating and maintaining the Gas System in the reasonable judgment of the Municipality and (b) the Assignee assumes all of the obligations of the Grantee under this Ordinance except as they may be amended in writing and approved by the Municipality.

C. Entire Agreement; Interpretation. This Ordinance embodies the entire understanding and agreement of the Municipality and the Grantee with respect to the subject matter of this Ordinance and the Franchise. This Ordinance supersedes, cancels, repeals, and shall be in lieu of the Previous Agreement.

D. **Governing Law; Venue.** This Ordinance has been approved executed in the State of Illinois and will be governed in all respects, including validity, interpretation, and effect, and construed in accordance with, the laws of the State of Illinois. Any court action against the Municipality may be filed only in Kane County, Illinois, in which the Municipality's principal office is located.

E. **Amendments.** Except as otherwise provided pursuant to Section 7 of this Ordinance, no provision of this Ordinance may be amended or otherwise modified, in whole or in part, to be contractually binding on Grantee, except by an instrument in writing duly approved and executed by the Municipality and accepted by the Grantee by execution of a Consent Agreement consistent with Section 15 of this Ordinance.

F. **No Third-Party Beneficiaries.** Nothing in this Ordinance is intended to confer third-party beneficiary status on any person, individual, corporation, or member of the public to enforce the terms of this Ordinance.

G. **No Waiver of Rights.** Nothing in this Ordinance may be construed as a waiver of any rights, substantive or procedural, the Grantee or the Municipality may have under federal or State of Illinois law unless such waiver is expressly stated in this Ordinance.

SECTION 14. MUNICIPALITY AUTHORITY RESERVATION.

The Municipality reserves, subject to the limitations of applicable federal and State of Illinois laws, (i) its powers necessary or convenient for the conduct of the Municipality's municipal affairs and for the public health, safety and general welfare; and (ii) its right to own and operate a gas utility in competition with the Grantee. Notwithstanding the foregoing, the Municipality will not take any such action that would have the effect of depriving Grantee of the rights, permissions and authorities granted to Grantee under this Ordinance.

SECTION 15. CONSENT AGREEMENT.

Within ninety days after the Effective Date, the Grantee will file with the Municipality a written agreement to accept and comply with the terms of this Ordinance as attached to this Ordinance as Exhibit A ("***Consent Agreement***"), duly executed by authorized representatives of the Grantee. The Grantee's failure to provide the Consent Agreement within ninety days after the Effective Date shall be deemed a rejection of this Ordinance by the Grantee, and the rights and privileges herein granted shall absolutely cease and terminate, unless, within ninety days after the Effective Date, the time period for the Grantee to file the Consent Agreement is extended by the Municipality by ordinance duly passed for that purpose and the Grantee has agreed in writing to such extension.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MONTGOMERY, ILLINOIS, THIS 25TH DAY OF JANUARY, 2016.

Village Clerk

APPROVED BY THE PRESIDENT OF THE VILLAGE OF MONTGOMERY, ILLINOIS,
THIS 25TH DAY OF JANUARY, 2016.

President

(Seal)

ATTEST:

Village Clerk)
STATE OF ILLINOIS)
COUNTY OF KANE) SS.
VILLAGE OF MONTGOMERY)

I, Tiffany Francis, Village Clerk of the Village of Montgomery, Illinois, do hereby certify that the foregoing is a true and correct copy of an Ordinance duly passed by the Board of Trustees of said Village on the 25th day of January, 2016, and duly approved by the President of said Village on the 25th day of January, 2016, the original of which Ordinance is now on file in my office.

I do further certify that I am the legal custodian of all papers, contracts, documents and records of said Village.

WITNESS my hand and the official seal of said Village this _____ day of January, 2016.

Village Clerk
Montgomery, Illinois

(SEAL)

CONSENT AGREEMENT

Pursuant to Section 15 of that certain Natural Gas Franchise Ordinance duly passed by the Village Board of Trustees of the Village of Montgomery, Illinois (the "Municipality") on the 25th day of January, 2016, and duly approved by the President of the Municipality on 25th day of January, 2016, (the "Ordinance"), a copy of which is attached hereto, Northern Illinois Gas Company d/b/a Nicor Gas Company, an Illinois corporation hereby accepts and agrees to comply with the Ordinance.

NORTHERN ILLINOIS GAS COMPANY D/B/A NICOR GAS COMPANY

By: _____

Name: _____

Title: _____

Date: _____



VILLAGE OF MONTGOMERY
REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
 Recommendation of Boards, Commissions & Committees (Green)
 Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: January 7, 2016

B of T Date: January 11, 2016

Subject: Recommendation of the Plan Commission on PC 2016-001 Z 2016 Zoning Map Update.

Submitted By: Jerad Chipman AICP, Senior Planner

Background/Policy Implications:

The attached Community Development Staff Report gives a summary of the changes in the 2015 Zoning Map and provides an overview of other Community Development activities over the past year.

The Plan Commission recommended approval of PC 2016-001 Z 2016 Zoning Map Update to include the reports from Community Development dated December 31, 2015. The motion passed 7-0.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

Date: 01/08/2016

NOTE: All materials must be submitted to and approved by the Village Administrator by 12:00 noon, Thursday, prior to the Agenda distribution.



**PC 2016-001
PLAN COMMISSION ADVISORY REPORT**

To: Chair Hammond and Members of the Plan Commission
From: Jerad Chipman, AICP
 Senior Planner
Date: December 31, 2015
Subject: 2016-001 Z 2016 Official Zoning Map Update and Annual Report

Annually, the Village updates the Official Zoning Map to reflect zoning amendments and annexations during the previous year.

In 2015, the Village took action on the following items that are reflected on the Zoning Map:

Ordinance #	Property	Requested Action/Petitioner
1651	350 US Route 30	9er's Grill - Special Use for an Outdoor Café.
1654	1266 Orchard Road	Michels Corporation - Special Use for Outdoor Storage including Alternative Surfaces.
1665	2231 Haganan Lane	Bethesda – Special Use for a Convalescent Nursing and Rest Home.
1672	Ogden Hill	Inland Multi-Tenant Building – Final Plat and Special Use for a Drive Through and Outdoor Cafes.
1689	1900 Douglas Road – Settler's Landing	U-Haul – Rezoning and Special Use for Self-Service Storage Warehouse and Outdoor Storage.
1700	1700 Jericho Road	Aurora University – Special Use for a Planned Unit Development for a University Athletic Campus.
1701	Blackberry Creek	McVickers – Amendment to the Planned Unit Development Regarding Ground Signs.

Additionally, the Village approved Variances and Amendments to the Zoning Ordinance. Those items are indicated in the table below, for informational purposes as they are not updated on the attached Zoning Map.

Ordinance #	Requested Action/Petitioner
1650	Text Amendment to the Zoning Ordinance Regarding Outdoor Cafes in the B-3 District.
1653	Text Amendment to the Zoning Ordinance Regarding Alternative Surfaces.
1662	Text Amendment to the Zoning Ordinance Regarding Building Height in the Manufacturing Districts.
1663	Final Plat for the Montgomery Business Center – Unit I.
1666	Text Amendment to the Zoning Ordinance Regarding Ground Signs.
1688	Text Amendment to the Zoning Ordinance to Allow Self-Service Storage in the B-3 District.
1702	Chiquita Food Market Sign Variance Located at 1525 Douglas Road

Other items that the Village took action on include:

- Approval of a preliminary site plan for United Sugars.
- Approval of a building addition to Wolsfelt's Prom Store.
- Approval of a site plan for an office building at Illinois Industrial Lumber.

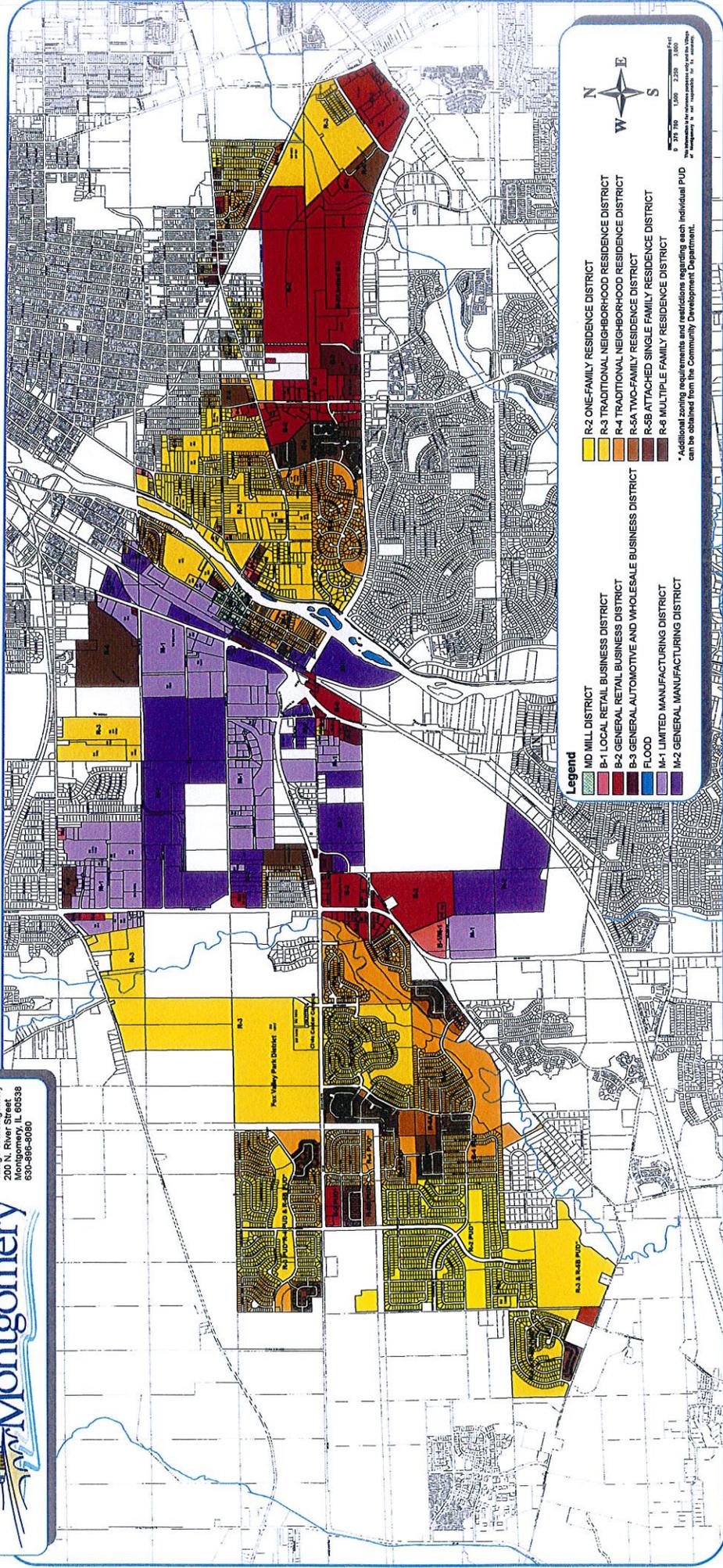
Staff recommends approval of the 2016 Official Zoning Map.

Official Zoning Map

2016



Village of Montgomery
 2100 Parkway, Suite 606338
 Montgomery, AL 36117
 530-866-6090



Legend

- MD MILL DISTRICT
- B-1 LOCAL RETAIL BUSINESS DISTRICT
- B-2 GENERAL RETAIL BUSINESS DISTRICT
- B-3 GENERAL AUTOMOTIVE AND WHOLESALE BUSINESS DISTRICT
- FLOOD
- M-1 LIMITED MANUFACTURING DISTRICT
- M-2 GENERAL MANUFACTURING DISTRICT
- R-2 ONE-FAMILY RESIDENCE DISTRICT
- R-3 TRADITIONAL NEIGHBORHOOD RESIDENCE DISTRICT
- R-4 TRADITIONAL NEIGHBORHOOD RESIDENCE DISTRICT
- R-5A TWO-FAMILY RESIDENCE DISTRICT
- R-5B ATTACHED SINGLE FAMILY RESIDENCE DISTRICT
- R-6 MULTIPLE FAMILY RESIDENCE DISTRICT

* Additional zoning requirements and restrictions regarding each individual PUD can be obtained from the Community Development Department.

Scale: 0 375 750 1500 2250 3000 Feet

North Arrow: N, E, S, W



REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
 Recommendation of Boards, Commissions & Committees (Green)
 Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: January 7, 2016

B of T Date: January 11, 2016

Subject: Ordinance 1709 Approving the Official Zoning Map for the Village of Montgomery (First Reading)

Submitted By: Steven A. Andersson & Laura M. Julien

Background/Policy Implications: Upon recommendation from the Plan Commission, the attached ordinance was prepared for the Board's consideration as part of the annual update of the Village's Zoning Map.

Describe Fiscal Impact/Budget Account Number and Cost: N/A

Review:

Village Manager _____

Date: _____

NOTE: All materials must be submitted to and approved by the Village Manager by 12:00 noon, Tuesday, prior to the Agenda distribution.



VILLAGE OF MONTGOMERY

ORDINANCE NO. 1709

**AN ORDINANCE APPROVING THE OFFICIAL ZONING MAP
FOR THE VILLAGE OF MONTGOMERY
KANE AND KENDALL COUNTIES, ILLINOIS**

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
THIS ____ DAY OF _____, 2016.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES,
ILLINOIS, THIS ____ DAY OF _____, 2016.

ORDINANCE NO. 1709

**AN ORDINANCE APPROVING THE OFFICIAL ZONING MAP
FOR THE VILLAGE OF MONTGOMERY
KANE AND KENDALL COUNTIES, ILLINOIS**

BE IT ORDAINED by the Board of Trustees of the Village of Montgomery, Kane and Kendall Counties County, Illinois as follows:

WHEREAS, the Village of Montgomery is not a home rule municipality within Article VII, Section 6A of the 1970 Constitution of the State of Illinois and accordingly, acts pursuant to those powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Village Board finds that it is in the best interests of it citizens to regularly update the Village Zoning Map in the Village of Montgomery and is required to do so pursuant to 65 ILCS 5/11-13-19; and,

WHEREAS, all hearings required to be held before agencies of the Village took place pursuant to proper legal notice, including publication; and,

WHEREAS, the Plan Commission, after consideration of this update to the Village zoning map recommended to the Village Board of Trustees approval of said update; and,

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

SECTION ONE: ZONING MAP

That attached hereto as **Exhibit A** and incorporated herein by reference is the updated Official Zoning Map of the Village of Montgomery replacing the previous version of the same on file with the Village Clerk of the Village of Montgomery.

SECTION TWO: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its approval, passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois this ____ day of _____, 2016.

Matthew Brolley
President of the Board of Trustees of the Village of Montgomery

ATTEST:

Tiffany Francis
Village Clerk of the Village of Montgomery

Aye Nay Absent Abstain

Trustee Stan Bond	___	___	___	___
Trustee Pete Heinz	___	___	___	___
Trustee Steve Jungermann	___	___	___	___
Trustee Denny Lee	___	___	___	___
Trustee Doug Marecek	___	___	___	___
Trustee Theresa Sperling	___	___	___	___
Village President Matthew Brolley	___	___	___	___

LIST OF EXHIBITS

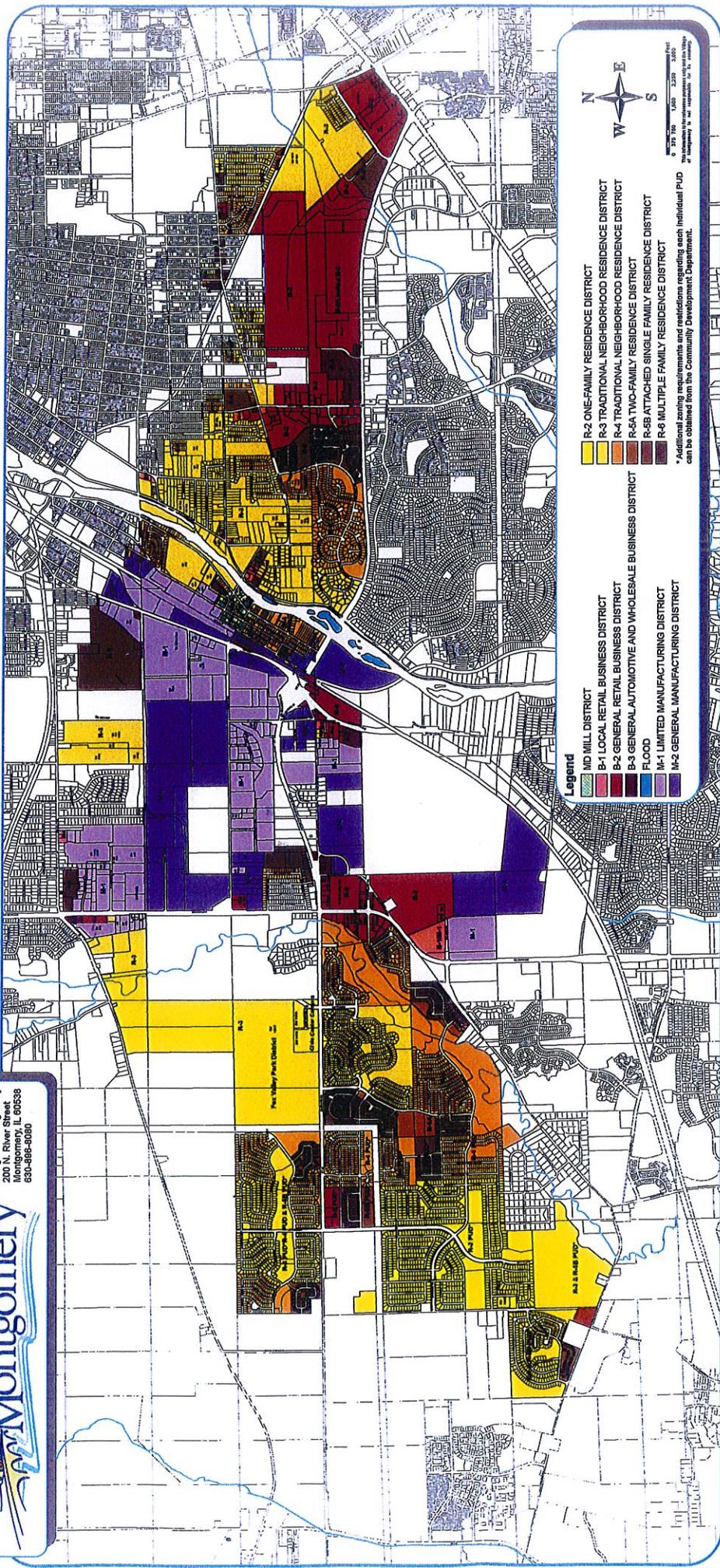
Exhibit A: 2016 Official Zoning Map

Official Zoning Map

2016



 Village of Montgomery
 200 N. River Street
 Montgomery, IL 60538
 630-486-8080



*Additional zoning requirements and restrictions regarding each individual PUD can be obtained from the Community Development Department.



VILLAGE OF MONTGOMERY
REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
 Recommendation of Boards, Commissions & Committees (Green)
 Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: January 7, 2016

B of T Date: January 11, 2016

Subject: Recommendation of the Plan Commission on PC 2016-004 FP Final Plat for Fuller's Car Wash.

Submitted By: Jerad Chipman AICP, Senior Planner

Background/Policy Implications:

The Plan Commission discussed and recommended approval of the final plat for Fuller's Car Wash located in the Blackberry Creek Commercial Subdivision. The recommended plat consolidates two lots in the subdivision and relocates an existing easement running between the existing lots.

The Plan Commission recommended approval of 2016-004 FP Final Plat for the Fuller's Car Wash pending engineering review. The motion passed 7-0.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

Date: 01/08/2016

NOTE: All materials must be submitted to and approved by the Village Manager by 12:00 noon, Thursday, prior to the Agenda distribution.



PC 2016-004
PLAN COMMISSION ADVISORY REPORT

To: Chair Hammond and Members of the Plan Commission

From: Jerad Chipman, AICP
Senior Planner

Date: December 31, 2015

Subject: Final Plat – Fuller’s Car Wash

Fuller’s Car Wash is proposing to combine two lots in the Blackberry Creek Commercial Subdivision. The combination of the two lots contains the relocation of an existing easement around the proposed car wash building.

EEL is in the process of reviewing the plat, and therefore, staff is recommending that the final plat approval is contingent of engineering review. Due to this ongoing review, the attached plat is labeled “Preliminary”.

Recommendation:

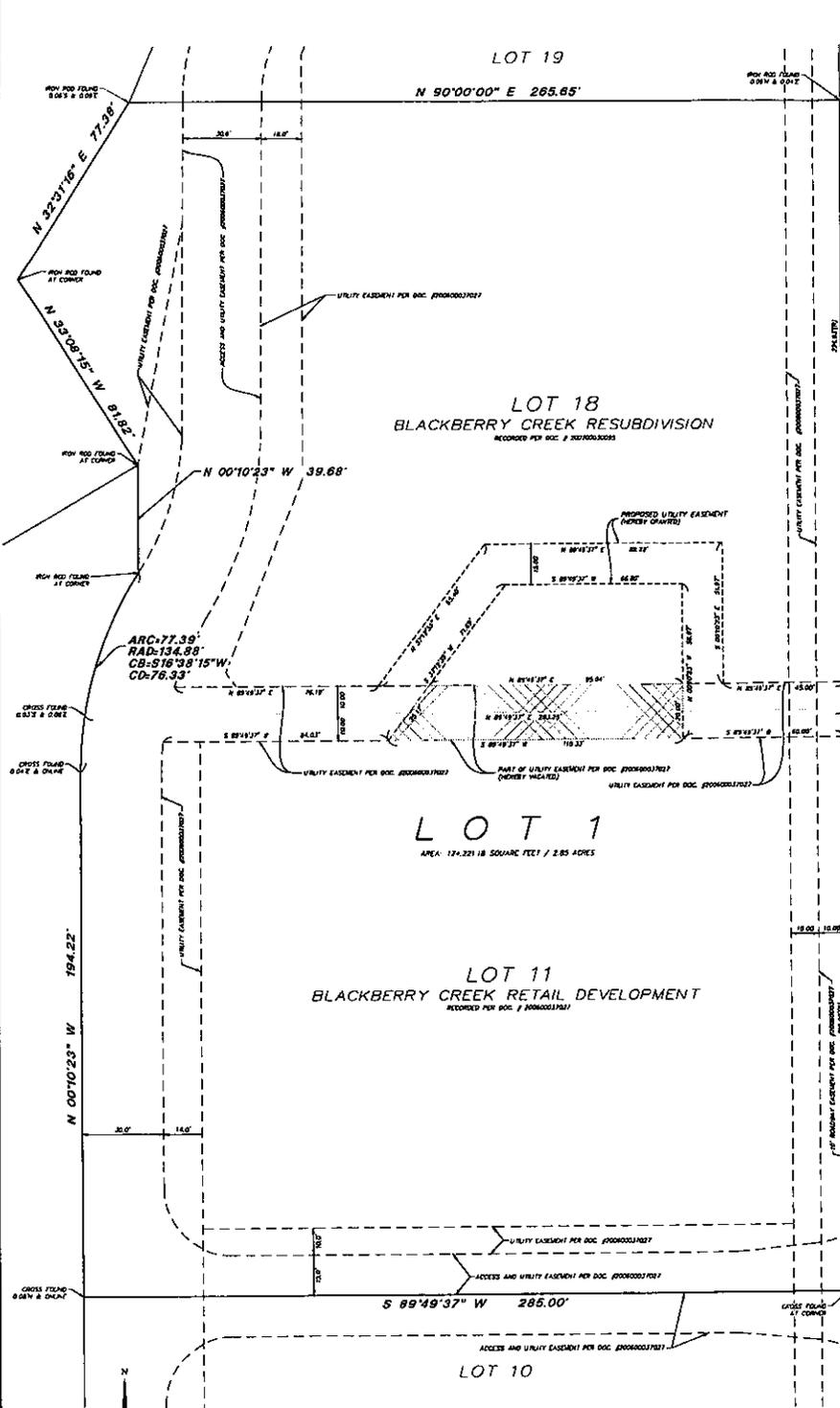
Staff is recommending approval of the attached plat pending engineering review and approval.

AFTER RECORDING RETURN TO
VILLAGE OF MONTGOMERY
100 N BIRCH ST
MONTGOMERY, AL 36106

PRELIMINARY PLAT OF FULLERS MONTGOMERY SUBDIVISION

PERMANENT MODEL NUMBER (P.L.N. #)
01-01-201-004 AND
02-01-201-006

BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, GEORGIA



NOTES:

1. FIELD WORK COMPLETED ON 08/11/15
2. PLAT PREPARED FOR: CORPORATE DESIGN AND DEVELOPMENT GROUP, LLC.
3. BASIS OF BEARINGS ARE BASED ON THE EAST LINE OF LOT 18 IN BLACKBERRY CREEK RE-SUBDIVISION RECORDED MAP DOC. # 20080031701.
4. ANY DISCREPANCIES FOUND WHILE THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

LEGEND

- SUBDIVISION BOUNDARY
- UNDER THIS LOT LINES
- PROPOSED EASEMENT LINES
- EXISTING EASEMENT LINES
- EXISTING EASEMENT HEREIN VACATED
- EXISTING PROPERTY LINES
- RECORD BEARINGS & DISTANCES

SURVEYOR'S DESIGNATION OF RECORDING CERTIFICATE

I, FRANK J. BLANCO, A REGISTERED LAND SURVEYOR IN THE STATE OF GEORGIA, HEREBY CERTIFY THAT THE ANNEXED PLAT HAS BEEN PREPARED TO BE RECORDED AS A PRELIMINARY PLAT OF A SUBDIVISION UNDER THE PROVISIONS OF THE GEORGIA PROFESSIONAL LAND SURVEYOR ACT AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND.

TO RECORD A CERTAIN PLAT OF A SUBDIVISION UNDER THE PROVISIONS OF THE GEORGIA PROFESSIONAL LAND SURVEYOR ACT AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND.

DATE: _____

FRANK J. BLANCO - P.L.S. #055-003356 EXPIRES 11/30/2016

OWNERS CERTIFICATE

STATE OF _____ }
COUNTY OF _____ }

THIS IS TO CERTIFY THAT THE RECORDS OF THE PROPERTY DESCRIBED HEREIN, AND THAT AS SAID RECORDS HAVE BEEN FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE SEVENTH JUDICIAL CIRCUIT, IN THE COUNTY OF _____, GEORGIA, AND THAT THE SAID RECORDS HAVE BEEN FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE SEVENTH JUDICIAL CIRCUIT, IN THE COUNTY OF _____, GEORGIA, AND THAT THE SAID RECORDS HAVE BEEN FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE SEVENTH JUDICIAL CIRCUIT, IN THE COUNTY OF _____, GEORGIA.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED HEREIN, AND THAT AS SAID RECORDS HAVE BEEN FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE SEVENTH JUDICIAL CIRCUIT, IN THE COUNTY OF _____, GEORGIA, AND THAT THE SAID RECORDS HAVE BEEN FILED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE SEVENTH JUDICIAL CIRCUIT, IN THE COUNTY OF _____, GEORGIA.

DATED THIS _____ DAY OF _____, 20____.

BY: _____

TITLE: _____

ADDRESS: _____

PARCEL: _____

NOTARY CERTIFICATE

STATE OF _____ }
COUNTY OF _____ }

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF _____, DO HEREBY CERTIFY THAT I HAVE PERSONALLY KNOWN _____ TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, AND THAT THE SAID PERSONS HAVE BEEN DULY AND LEGALLY AUTHORIZED TO SIGN SAID CERTIFICATE, AND THAT THE SAID PERSONS HAVE BEEN DULY AND LEGALLY AUTHORIZED TO SIGN SAID CERTIFICATE, AND THAT THE SAID PERSONS HAVE BEEN DULY AND LEGALLY AUTHORIZED TO SIGN SAID CERTIFICATE.

DATED THIS _____ DAY OF _____, 20____.

WITNESSED BY MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

VILLAGE ENGINEER CERTIFICATE

STATE OF GEORGIA }
KENDALL COUNTY }
I, _____, VILLAGE ENGINEER OF THE VILLAGE OF MONTGOMERY, HEREBY CERTIFY THAT THE ANNEXED PLAT HAS BEEN PREPARED TO BE RECORDED AS A PRELIMINARY PLAT OF A SUBDIVISION UNDER THE PROVISIONS OF THE GEORGIA PROFESSIONAL LAND SURVEYOR ACT AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND.

DATED THIS _____ DAY OF _____, 20____.

PLANNING COMMISSION CERTIFICATE

STATE OF GEORGIA }
KENDALL COUNTY }
THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLANNING COMMISSION HAVE REVIEWED AND APPROVED THE ANNEXED PLAT.

DATED THIS _____ DAY OF _____, 20____.

CHAIRMAN: _____

SECRETARY: _____

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF GEORGIA }
KENDALL COUNTY }
I, _____, VILLAGE TREASURER OF THE VILLAGE OF MONTGOMERY, HEREBY CERTIFY THAT THERE ARE NO OUTSTANDING SPECIAL ASSESSMENTS ON ANY OF THE LOTS DESCRIBED IN THE ANNEXED PLAT THAT HAVE BEEN APPROVED AGAINST THE PLAT.

DATED THIS _____ DAY OF _____, 20____.

VILLAGE TREASURER

VILLAGE CLERK'S CERTIFICATE

STATE OF GEORGIA }
KENDALL COUNTY }
I, _____, VILLAGE CLERK OF THE VILLAGE OF MONTGOMERY, HEREBY CERTIFY THAT THE ANNEXED PLAT HAS BEEN PREPARED TO BE RECORDED AS A PRELIMINARY PLAT OF A SUBDIVISION UNDER THE PROVISIONS OF THE GEORGIA PROFESSIONAL LAND SURVEYOR ACT AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND.

DATED THIS _____ DAY OF _____, 20____.

VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF GEORGIA }
KENDALL COUNTY }
I, _____, COUNTY CLERK OF KENDALL COUNTY, GEORGIA, DO HEREBY CERTIFY THAT THERE ARE NO OUTSTANDING SPECIAL ASSESSMENTS ON ANY OF THE LOTS DESCRIBED IN THE ANNEXED PLAT THAT HAVE BEEN APPROVED AGAINST THE PLAT.

DATED THIS _____ DAY OF _____, 20____.

COUNTY CLERK

SURVEYOR'S CERTIFICATE

STATE OF GEORGIA }
COUNTY OF COOK }

THIS IS TO CERTIFY THAT ON BEHALF OF W-I LAND SURVEYING, INC., I, FRANK J. BLANCO, AN ALABAMA PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND PREPARED FOR SUBDIVISION PURPOSES THE ANNEXED PLAT OF A SUBDIVISION AS SHOWN ON THE PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND.

LOT 11 IN BLACKBERRY CREEK RETAIL DEVELOPMENT, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, GEORGIA.

LOT 18 IN BLACKBERRY CREEK RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 12 AND 13 IN BLACKBERRY CREEK RETAIL DEVELOPMENT, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, GEORGIA.

WE FURTHER CERTIFY THAT THIS LAND IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF MONTGOMERY, GEORGIA, WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE PLANNING AND ZONING AUTHORITY OF THE VILLAGE OF MONTGOMERY, GEORGIA, AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ANNEXED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND.

DATED UNDER MY HAND AND SEAL, THIS _____ DAY OF _____, 20____.

BY: FRANK J. BLANCO - P.L.S. #055-003356 EXPIRES 11/30/2016

JOB #	515402	SCALE	1" = 20'
SHEET		DRAWN	MWO
		BOUNDARY	FM
		FIELD WORK	MWO
OF ONE SHEETS		CHECK	FM

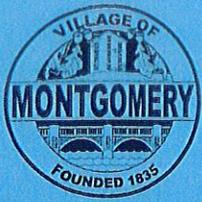
PRELIMINARY PLAT OF SUBDIVISION



W-T LAND SURVEYING, INC.
LAND AND CONSTRUCTION SURVEYORS
2515 Peach Avenue
Lawrenceville, Georgia 30046
PH: 770-962-8411
FAX: 770-962-8411
www.wtland.com

REVISIONS	DATE	BY
ISSUED FOR REVIEW	12/17/15	MO

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VILLAGE OF MONTGOMERY
REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
 Recommendation of Boards, Commissions & Committees (Green)
 Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: January 7, 2016

B of T Date: January 11, 2016

Subject: Fullers Subdivision

Submitted By: Steven A. Andersson & Laura M. Julien

Background/Policy Implications: The enclosed Plat of Subdivision was submitted by Fuller's Car Wash, pending final engineering review. It combines two lots in the Blackberry Creek Commercial Subdivision.

Describe Fiscal Impact/Budget Account Number and Cost: N/A

Review:

Village Administrator Jeff Zoepfel

Date: 01/08/2016

NOTE: All materials must be submitted to and approved by the Village Manager by 12:00 noon, Thursday, prior to the Agenda distribution.



VILLAGE OF MONTGOMERY

ORDINANCE NO. 1692

**AN ORDINANCE APPROVING
THE FINAL PLAT FOR
FULLERS MONTGOMERY SUBDIVISION
(FULLER'S CAR WASH)**

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
THIS ____ DAY OF _____, 2016.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES,
ILLINOIS, THIS ____ DAY OF _____, 2016.

ORDINANCE NO. 1692

**AN ORDINANCE APPROVING
THE FINAL PLAT FOR
FULLERS MONTGOMERY SUBDIVISION
(FULLER'S CAR WASH)**

BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

WHEREAS, the Village of Montgomery is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution, and accordingly, acts pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, Fuller's Car Wash has proposed to combine two lots in the Blackberry Creek Commercial Subdivision to establish Fullers Montgomery Subdivision; and,

WHEREAS, the Village of Montgomery Board of Trustees has determined it is in the best interests of the Village to approve the plat submitted, pending the review of the Village engineer; and,

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

SECTION ONE:

The final plat of the Fullers Montgomery Subdivision is hereby approved pending the Village engineer's review.

SECTION TWO: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its approval, passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois this ____ day of _____, 2016.

Matthew Brolley
President of the Board of Trustees of the Village of Montgomery

ATTEST:

Tiffany Francis
Clerk of the Village of Montgomery

	Aye	Nay	Absent	Abstain
Trustee Stan Bond	___	___	___	___
Trustee Pete Heinz	___	___	___	___
Trustee Steve Jungermann	___	___	___	___
Trustee Denny Lee	___	___	___	___
Trustee Doug Marecek	___	___	___	___
Trustee Theresa Sperling	___	___	___	___
Village President Matthew Brolley	___	___	___	___

LIST OF EXHIBITS

Exhibit A: Plat for Fullers Montgomery Subdivision



VILLAGE OF MONTGOMERY
REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
- Recommendation of Boards, Commissions & Committees (Green)
- Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: January 7, 2016

B of T Date: January 11, 2016

Subject: Recommendation of the Plan Commission on PC 2016-005 SU Special Use for Outdoor Storage and Alternative Surfaces Located at 900 Knell Road – ATMI Precast, Inc.

Submitted By: Jerad Chipman AICP, Senior Planner

Background/Policy Implications:

The Plan Commission discussed and recommended approval of the proposed special use for ATMI Precast, Inc. ATMI is proposing to utilize a portion of the property for outdoor storage of concrete panels. The storage is proposed to take place on an aggregate surface. The type of surface permitted is subject to the Village Engineer's review and approval. The Petitioner is requesting the ability to store the panels up to fifteen (15) feet high, which is above the ten (10) discussed in the Zoning Ordinance. Screening of the site has been proposed in the form of landscaping as indicated in the attached landscape plan.

The Plan Commission recommended approval of 2016-005 SU special use for outdoor storage and alternative surfacing for ATMI Precast, Inc. The motion passed 6-1.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

Date: 01/08/2016

NOTE: All materials must be submitted to and approved by the Village Manager by 12:00 noon, Thursday, prior to the Agenda distribution.



**PC 2016-005
PLAN COMMISSION ADVISORY REPORT**

To: Chair Hammond and Members of the Plan Commission
From: Jerad Chipman, AICP
Senior Planner
Date: December 31, 2015
Subject: Outdoor Storage and Alternative Surfaces Located at 900 Knell Road - *Special Use and Site Plan.*

Petitioner: ATMI Precast, Inc.
Location/Address: 900 Knell Road.
Requests: Special Uses for Outdoor Storage and Alternative Surfaces.
Current Zoning: M-1 Limited Manufacturing District
Comprehensive Plan: Light Industrial/Business Park
Surrounding Land Uses:

Location	Adjacent Land Use	Adjacent Zoning
North	Commercial/Open Space	R-6, B-2 and M-1
East	Industrial	M-1 and M-2
South	Industrial	M-1
West	Industrial	M-1

Background:

The Petitioner is requesting approval of a special use for outdoor storage of precast concrete panels that are off-loaded by a large overhead crane, to include allowance of the operation taking place on a gravel surface. The area is currently composed of a gravel surface and has an eight (8) foot high chain link fence with a green mesh material covering the fence to screen the site. The Petitioner has recently been utilizing the area to store concrete panels on semi-trailers. The Petitioner intends to intensify the use by unloading the panels and stacking them approximately fifteen (15) feet high.

Conformance with the Comprehensive Plan:

The proposed land use conforms to the Comprehensive Plan as it indicates that the location be utilized as Light Industrial/Business Park.

Zoning:

The property is zoned M-I Limited Manufacturing District. Outdoor storage and alternative surfaces are allowed as special uses in the M-I District. The Petitioner is requesting relief from the Zoning Ordinance in the form of a variance from the alternative surfaces setback from public right-of-ways. The variance is being processed through the subsequent Zoning Board of Appeals meeting.

Plat:

The Petitioner has submitted a plat that indicates the proposed location of the storage area. That plat is attached.

Bulk Standards:

The building and parking setbacks applicable in the M-I District have been met with the exception of the alternative surfaces setback from public right-of-ways. A variance has been applied for in regards to the alternative surfaces setback.

Parking: Number of Spaces, Handicap Spaces, Drive Aisles & Dimensions:

The principal building on the property contains parking amenities. The Parking Section of the Zoning Ordinance does not explicitly discuss parking requirements for outdoor storage areas, and it is assumed that employees will be able to park within the storage area or in the adjacent asphalt area to the north of the storage location.

Landscaping/Screening:

A landscape plan has been submitted and is attached to this report. The plan indicates the installation of deciduous trees close to Route 31 to fulfill the street tree requirement of the Zoning Ordinance. Several clusters of mature trees exist closer to the storage area. The clusters have left several gaps that the Petitioner intends to fill in with a staggered double row of conifer trees in order to screen the storage area from view. In addition to the conifer trees, the Petitioner has indicated the installation of ornamental trees within the existing clusters of mature trees. The ornamental trees will provide lower screening in the areas that the mature trees are too tall to effectively screen the storage area.

The Zoning Ordinance requires an eight (8) foot tall wood privacy fence for outdoor storage uses. An eight (8) foot tall chain link fence with a green fabric screen attached to it currently exists around the proposed storage area. Due to the screening that the robust landscape plan will provide, staff recommends allowing the Petitioner to maintain the existing fence. The green fabric screening that is attached to the fence is in need of maintenance, and should be fixed as soon as possible.

Lighting:

There is currently lighting located on the building. The Petitioner does not intend to install additional lighting. Any addition or alteration to the site lighting shall comply with the lighting standards in the Zoning Ordinance.

Access:

One (1) access point exists into the indicated storage area. That access is located on Ashland Avenue, which is a dead end street that has light traffic volume. Therefore, adequate access to the site has been provided.

The asphalt drive that leads into the storage area is in need of maintenance. Patching the drive, or installing new asphalt shall be completed. The transition between the asphalt drive and the storage area is uneven. Staff recommends a more permanent transition be installed by cutting into the existing curb and grading down to the new elevation.

Alternative Surfaces:

The Petitioner is requesting use of an alternative surface. They are proposing that the surface be composed of gravel. There are two primary concerns with allowing a gravel surface, which are the creation of dust and tracking debris onto public streets. These concerns prompted the greater setback from residential districts and public right-of-ways that will be discussed in the subsequent variance request. In addition to the setback, staff recommends the following conditions be attached to the special use.

1. The Petitioner is required to submit a detailed plan describing the type and weight of vehicles, items to be stored on the surface, average daily vehicle trips conducted on the surface, other operations conducted on the site and dust mitigation activities. Processing of aggregate materials is prohibited.
2. Storage spaces, drives and aisles shall be constructed of a minimum of 10 inches of material uniformly compacted and approved by the Village Engineer. Specified material shall be approved by the Village Engineer. Additional material depth may be required based on the use of the site subject to Village Engineer approval.
3. The Petitioner is required to engage in periodic dust control measures, including treating the alternative surface with calcium chloride on an as needed basis.
4. The Petitioner shall provide the Village an access easement over all areas utilizing an alternative surface pursuant to these provisions and a \$5,000 nuisance deposit. In accordance with said easement, the Village will conduct periodic reviews of the site's dust control and to perform any mitigation actions it deems necessary. Prior to engaging in site remediation, the Village will provide the Petitioner with written notice identifying the violation and the Petitioner will be afforded seventy-two (72) hours to resolve. To the extent that the Petitioner fails to adequately address said violation to the satisfaction of the Village, thereby requiring Village to remediate said nuisance, the Village will deduct all applicable funds from the Petitioner's deposit. The Petitioner will be required to replenish said deposit within fifteen (15) days of receiving notice so that the account remains its proper balance of \$5,000.00.
6. The alternative surface shall be maintained by the Petitioner to the satisfaction of the Director of the Community Development Department or other designee of the Village Administrator, including re-grading or restoration as needed due to traffic use, or storm related degradation. In the event that the alternative surface material degrades to a point that increases the nuisance occurrences the material shall be removed and replaced with fresh material.

Height:

The Petitioner is requesting the ability to stack their outdoor storage to a height of fifteen (15) feet. The Zoning Ordinance allows for a maximum height of ten (10) feet, however, the Zoning Ordinance states that the maximum storage height can be increased through the special use process. Staff is of the opinion that the proposed landscaping will provide adequate screening for the additional height.

Special Use:

The Petitioner is requesting a special uses for outdoor storage and alternative surfaces. The Commission should consider whether the use is in keeping with the vision of the area and whether its impacts can be properly mitigated. According to the Montgomery Zoning Ordinance, whose language hereafter is in italics, "*no special use shall be recommended by the Plan Commission unless the Commission shall find that the following standards have been satisfied:*

Staff has provided findings of fact following the standards for the Plan Commissioner's consideration. The Petitioner has also provided findings of fact that are attached to the end of the report.

A. *That the establishment, maintenance or operation of the special use will not be detrimental to endanger the public health, safety, comfort or general welfare;*

The proposed gravel surface has the potential to affect the health, safety, comfort or general welfare of the surrounding properties, however, it is staff's opinion that the proposed restrictions and maintenance provisions will adequately mitigate the dust concerns;

B. *That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, not substantially diminish or impair property values within the neighborhood;*

This use should not be injurious or diminish property values as the proposed restrictions and maintenance provisions should adequately mitigate the dust concerns;

C. *That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;*

The proposed use does not prohibit use of surrounding property and is normal and orderly;

D. *That adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided;*

Adequate utilities, roads and drainage have been planned for;

E. *That adequate measures have been, or will be, taken to provide ingress and egress so designed as to minimize traffic congestion in public streets;*

The property provides adequate ingress and egress; and

F. *That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Village Board pursuant to the recommendations of the Plan Commission.*

All aspects of the proposed development that have been submitted to this point that do not meet the Zoning Ordinance have been discussed in the above report and recommendations have been made accordingly.

The Plan Commission should discuss each of these criteria and make findings of fact as to whether the proposed use meets the criteria. If the Commission finds that the use should be permitted, they may impose additional conditions in order to mitigate any impacts of the proposed use.

Recommendation:

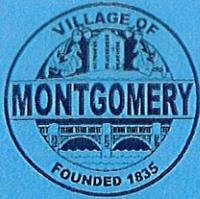
Staff is recommending approval of the special use for outdoor storage and alternative surfaces including the conditions discussed in the staff report and approval of the surface by the Village Engineer.

Special Use
Outdoor Storage

- a. The proposed Special Use, outdoor storage, is located in an industrial area. It is low impact, as it is for the storage of precast concrete panels. The lot is located adjacent to the existing industrial building and setback considerably from adjacent roads. The use is compatible with adjacent uses.
- b. The generous setbacks for the storage lot and the landscape screening will not affect other permitted uses in the immediate vicinity. Many of the other area uses have outdoor storage or parking of commercial vehicles. No diminishment of property values is seen.
- c. The surrounding properties are all developed and have been used for commercial and industrial uses for many years. No disruption of the normal and orderly development and improvement of surrounding property is anticipated.
- d. The storage lot will not require any public utilities. It is not lighted for overnight usage. The adjacent roadways are more than adequate to handle any truck traffic utilizing the lot.
- e. The only ingress and egress to the lot is off of Ashland Avenue. Ashland Avenue is designed as an industrial roadway and is a dead end street. Traffic is minimal on this road and the access drive is constructed to accommodate truck turning movements.
- f. The special use will in all other respects conform to the regulations of the M-I Limited Manufacturing District except as modified by the special use.

Special Use
Alternate Surface

- a. The use of crushed limestone as the surface material for the storage lot is consistent with the existing surface of the lot. The area is fenced, secured and will be monitored for dust control and debris.
- b. The surface of the lot has no impact on other property in the immediate vicinity. Dust control measures will be put in place to water or otherwise treat the surface during dry weather conditions and periodic street sweeping will take place as needed.
- c. The surface used will not impede the development and improvement of surrounding property. There is no visual impact and dust control will be in place.
- d. No utilities are required and existing drainage and access roads are in place.
- e. Adequate access exists to prevent debris from being deposited onto adjacent public streets.
- f. The use of specialized equipment (overhead crane) will cause severe damage to conventional asphalt surfaces. Variances and special use conditions will minimize any impacts. The lot will otherwise conform to the M-I zoning district standards.



VILLAGE OF MONTGOMERY
REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
 Recommendation of Boards, Commissions & Committees (Green)
 Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: January 7, 2016

B of T Date: January 11, 2016

Subject: Ordinance 1708 ATMI Special Use for Outdoor Storage to Include Alternative Surfaces (First Reading)

Submitted By: Steven A. Andersson & Laura M. Julien

Background/Policy Implications: The enclosed ordinance grants a special use for outdoor storage and alternative surfaces. The Petitioner requested special use for the outdoor storage of precast concrete panels, off-loaded by an overhead crane, and the allowance for this to occur on an alternative surface.

The Plan Commission reviewed Petitioner's request, and recommended the approval of the special use by the Village Board in accordance with the findings of fact set forth in the PC 2016-001 Advisory Report, subject to engineering's review of the alternative surface material and dust mitigation measures and protocols.

Describe Fiscal Impact/Budget Account Number and Cost: N/A

Review:

Village Administrator Jeff Zoepfel

Date: 1/8/2016

NOTE: All materials must be submitted to and approved by the Village Manager by 12:00 noon, Thursday, prior to the Agenda distribution.



VILLAGE OF MONTGOMERY

ORDINANCE NO. 1708

**AN ORDINANCE GRANTING A SPECIAL USE IN THE
VILLAGE OF MONTGOMERY
KANE AND KENDALL COUNTIES, ILLINOIS
(ATMI PRECAST, INC.)**

**PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
THIS ____ DAY OF _____, 2016.**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES,
ILLINOIS, THIS ____ DAY OF _____, 2016.**

ORDINANCE NO. 1708

**AN ORDINANCE GRANTING A SPECIAL USE IN THE
VILLAGE OF MONTGOMERY
KANE AND KENDALL COUNTIES, ILLINOIS
(ATMI PRECAST, INC.)**

BE IT ORDAINED by the Board of Trustees of the Village of Montgomery, Kane and Kendall Counties County, Illinois as follows:

WHEREAS, the Village of Montgomery is not a home rule municipality within Article VII, Section 6A of the 1970 Constitution of the State of Illinois, and therefore, acts pursuant to those powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the land described in Section One of this ordinance is within the boundaries of the Village of Montgomery and presently zoned (M-1) Limited Manufacturing District, and is sought by the petitioner to be granted a special use for outdoor storage and alternative surfaces; and,

WHEREAS, all hearings required to be held before agencies of the Village took place pursuant to proper legal notice including publication; and,

WHEREAS, the Plan Commission, after consideration of an application to grant a special use for said property, recommended to the Village Board of Trustees approval of said application pending review and approval of final plat and consultant review; and,

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

SECTION ONE: SPECIAL USE

That the property legally described on attached **Exhibit A** (hereby incorporated by reference) is granted a special use as follows:

Petitioner is granted a special use for outdoor storage to a maximum height of fifteen (15) feet, with alternative surfaces, with such alternative surfaces allowed as a special use for outdoor storage in the M-1 Limited Manufacturing District, and as set forth in the proposed site plan attached as **Exhibit B** (hereby incorporated by reference).

The special use is granted upon the following conditions and restrictions pursuant to Sections 14.09(1-9) of the Village of Montgomery Zoning Ordinance:

- 1) The development of the site shall be in substantial conformance with **Exhibit B**, except with such deviations as are approved by Village staff in the finalization of the plans.

- 2) The use may not be expanded or changed, without prior Village approval pursuant to Section 14.09(1-9).
- 3) Said use is conditioned upon continued compliance with all Village ordinances and all regulations of the Village Zoning Ordinance, it being acknowledged that no Variances from said Ordinance have been granted in conjunction with this special use ordinance described herein and that any Variation shall require separate action by the Village Board.
- 4) The petitioner, and owner of record of the property in question (and their heirs assigns, lessees, etc.), by applying for this special use, agrees to be bound by all the terms of this ordinance and waives any claims of vested rights, reliance or other defenses, of any type or character, to defend against a revocation of said special use based on any violation of the above provisions. The provisions of this special use shall be binding on the heirs, successors and/or assigns of the petitioner and/or owners of record of the parcel described in **Exhibit A** hereof.
- 5) This special use shall expire if not commenced by owners within one year of the date of passage of this ordinance.
- 6) That in the event that the use of the property for outdoor storage with alternative surfaces ceases active operation for a period of more than six months, said use will be conclusively deemed abandoned, and may not be reinstated or continued without prior Village approval pursuant to Section 14.09(1-9).

The Village further conditions the special use on the following standards:

- 1) The Petitioner is required to submit a detailed plan describing the type and weight of vehicles, items to be stored on the surface, average daily vehicle trips conducted on the surface, other operations conducted on the site and dust mitigation activities. Processing of aggregate materials is prohibited.
- 2) Storage spaces, drives and aisles shall be constructed of a minimum of 10 inches of material uniformly compacted and approved by the Village Engineer. Specified material shall be approved by the Village Engineer. Additional material depth may be required based on the use of the site subject to Village Engineer approval.
- 3) The Petitioner is required to engage in periodic dust control measures, including treating the alternative surface with calcium chloride on an as-needed basis.
- 4) The Petitioner shall provide the Village an access easement over all areas utilizing an alternative surface pursuant to these provisions and a \$5,000 nuisance deposit. In accordance with said easement, the Village will conduct periodic reviews of the site's dust control and to perform any mitigating actions it deems necessary. Prior to engaging in site remediation, the Village will provide the Petitioner with written notice identifying the

violation and the Petitioner will be afforded seventy-two (72) hours to resolve. To the extent that the Petitioner fails to adequately address said violation to the satisfaction of the Village, thereby requiring the Village to remediate said nuisance, the Village will deduct all applicable funds from the Petitioner's deposit. The Petitioner will be required to replenish said deposit within fifteen (15) days of receiving notice so that the account remains at its proper balance of \$5,000.00.

- 5) The alternative surface shall be maintained by the Petitioner to the satisfaction of the Director of the Community Development Department or other designee of the Village Administrator, including re-grading or restoration as needed due to traffic use, or storm related degradation. In the event that the alternative surface material degrades to a point that increases the nuisance occurrences the materials shall be removed and replaced with fresh material.
- 6) The Petitioner shall install and maintain all landscaping and fencing in accordance with the Landscape Plan submitted with its application so as to ensure that the storage area is adequately buffered and screened from view.

The Zoning Ordinance of the Village of Montgomery, Kane and Kendall Counties, Illinois is hereby amended to provide for said special use on said property and the clerk is directed to amend the zoning map of the Village of Montgomery to reflect this amendment.

SECTION TWO: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its approval, passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois this ____ day of _____, 2016.

Matthew Brolley,
President of the Board of Trustees of the Village of Montgomery

ATTEST:

Tiffany Francis,
Clerk of the Village of Montgomery

	Aye	Nay	Absent	Abstain
Trustee Stan Bond	—	—	—	—
Trustee Pete Heinz	—	—	—	—
Trustee Steve Jungermann	—	—	—	—
Trustee Denny Lee	—	—	—	—
Trustee Doug Marecek	—	—	—	—
Trustee Theresa Sperling	—	—	—	—
Village President Matthew Brolley	—	—	—	—

LIST OF EXHIBITS

Exhibit A: Legal Description

Exhibit B: Site Plan

Exhibit A

PT N 1/2 SEC 32-38-8 DESC IN DOC 97K074696 (EX PT DESC IN DOC 2002K092959
FOR ROAD) RANGE CODE: 001

PIN: 15-32-201-002



VILLAGE OF MONTGOMERY
REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
 Recommendation of Boards, Commissions & Committees (Green)
 Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: January 8, 2016

B of T Date: January 11, 2016

Subject: Recommendation of the Zoning Board of Appeals on 2016-006 V Alternative Surfaces Setback Variance – ATMI Precast, Inc.

Submitted By: Jerad Chipman AICP, Senior Planner

Background/Policy Implications:

The Petitioner, ATMI Precast, Inc., is requesting approval of a variance to the Manufacturing Districts Section to allow alternative surfaces within the 250 feet setback from public right-of-ways. The Zoning Board of Appeals discussed the item and determined that the petition met the findings of fact and altered the findings consistent with the information provided by the Petitioner.

The Zoning Board of Appeals recommended approval of 2016-006 V Alternative Surfaces Setback Variance for ATMI Precast, Inc., with amended findings of fact for findings. The motion passed 5-2.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

Date: 1/8/2016

NOTE: All materials must be submitted to and approved by the Village Administrator by 12:00 noon, Thursday, prior to the Agenda distribution.



ZBA 2016-006
ZONING BOARD OF APPEALS ADVISORY REPORT

To: Chair Hammond and Members of the Zoning Board of Appeals
From: Jerad Chipman AICP
Senior Planner
Date: December 31, 2015
Subject: 2016-006 V ATMI Precast Setback Variance.

Petitioner: ATMI Precast, Inc.
Location/Address: 900 Knell Road.
Requests: Variance to allow alternative surfaces within 250 feet of a public right-of-way.
Current Zoning: M-1 Limited Manufacturing District
Comprehensive Plan: Light Industrial/Business Park

Surrounding Land Uses:

Location	Adjacent Land Use	Adjacent Zoning
North	Commercial/Open Space	R-6, B-2 and M-1
East	Industrial	M-1 and M-2
South	Industrial	M-1
West	Industrial	M-1

Background:

The Petitioner is requesting a variance to Sections 11.02 Standards: (5) of the Zoning Ordinance to allow alternative surfaces within the 250 foot setback from a public right-of-way.

Below is the sections of the Zoning Ordinance that relief is being requested from:

11.02 Standards: (5)

5. The alternative surface cannot be located closer than 250 feet from a public right of way.

Currently, the building and the majority of the parking area is being leased by a separate entity other than the petitioner. The Petitioner is leasing a portion of the parcel located east of the building with access from Ashland Avenue to the north.

Attached is an exhibit that generally indicates the location of the 250 foot setback on the property.

Findings of Fact:

According to Section 14 of the Montgomery Zoning Ordinance "the Zoning Board of Appeals shall recommend approval of a variation from the provisions of this ordinance as authorized in this section only if the evidence, in the judgment of the Zoning Board of Appeals, sustains each of the following conditions:

Please note that the Petitioners complete application is attached to this report. Staff summarizes the Petitioner's comments in the findings of fact in this report.

1) That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located; ***It is the Petitioner's opinion that the property would yield a lower return as the building is located diagonally in relation to Route 31 creating challenges to the usability of the side yard.***

Staff understands that the building is located at an angle to Route 31, however, Route 31 borders the side of the building and the building is parallel to the street that it fronts onto, Knell Road.

2) That the plight of the owner is due to unique circumstances; ***The Petitioner believes that their situation is unique as Route 31 proceeds diagonally past the storage area.***

Staff believes that this is not a unique situation. The building on this property was constructed to be parallel to Knell Road to the south and Ashland Avenue to the north, and the third street that borders the property is located diagonally to the building. Other properties in the M-I Limited Manufacturing District are situated similarly, as they often parallel the street that they front and have another adjacent street border them at an angle.

3) That the variation, if granted, will not alter the essential character of the locality; ***The Petitioner believes that the variance will not alter the essential character of the locality as the non-conforming surface is already in existence in the location that the Petitioner intends to use.***

Staff believes that allowing continued use of the buffer area as an alternative surface does affect the essential character of the locality.

4) That the particular physical surroundings, shape, or topographical conditions of the specific property involved will bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out; ***The Petitioner believes that the physical surroundings create a hardship due to the diagonal orientation of Route 31 to the building.***

It is staff's opinion that there are no physical characteristics of the site that render a hardship for the Petitioner. Many businesses have smaller side yards than this site, rendering them unable to obtain a special use for alternative surfaces.

5) That the conditions upon which the application for variation is based would not be applicable generally to other property within the same zoned classification. ***The Petitioner has indicated that they believe that the conditions of hardship are unique to their property as the Petitioner would be the only parcel in the Village to use an outdoor overhead crane to stack the panels.***

It is staff's opinion that the conditions upon which the application is based would be applicable to other properties within the same zoning classification. Other properties in the M-I Limited Manufacturing District utilize heavy equipment in their operations.

6) That the need or purpose of the variation is not based exclusively upon a desire to make more money out of the property;

Staff believes that the storage area would have a positive financial effect on the property owner and the Petitioner.

7) That the granting of the variation will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located;

Staff believes that the variation should not cause detriment or injury.

8) That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood." ***The Petitioner has indicated that they believe that the variance will not impair light, air and property values as measures will be taken to control dust.***

Staff believes that the variation has potential impacts to the neighborhood as there is the potential for dust to be generated and distributed off site.

Following the Public Hearing, the Zoning Board of Appeals should discuss the standards for granting a variation and make the findings of fact by reading each criteria and entering into the minutes the consensus on each.

Recommendation:

It is staff's opinion that the Petitioner has not met all of the conditions to grant a variance, and recommends that the variance be denied.

2016-006 ATMI Precast, Inc. Variance Request

ASHLAND AVE

250 Feet From the
Ashland Right-of-Way

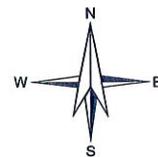
250 Feet From the
Route 31 Right-of-Way

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Village of Montgomery
200 N. River Street
Montgomery, IL 60538
630-896-8080

December 31, 2015





VILLAGE OF MONTGOMERY
REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
 Recommendation of Boards, Commissions & Committees (Green)
 Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: January 7, 2016

B of T Date: January 11, 2016

Subject: Ordinance 1710 ATMI Variance to the Setback Requirements for Alternative Surfaces (First Reading)

Submitted By: Steven A. Andersson & Laura M. Julien

Background/Policy Implications: The enclosed ordinance grants a variance to the setback requirements for alternative surfaces to allow the Petitioner's storage yard to expand beyond the 250' setback requirement, as depicted on **Exhibit B**.

Staff recommended against granting the variance. However, upon review of the Petitioner's presentation and assertions regarding the findings of fact, the Zoning Board of Appeals voted in favor of recommending the variance to the Village Board. The Zoning Board of Appeals adopted the findings of fact consistent with the information provided by the petitioner and contained within the ZBA 2016-006 Advisory Report.

Describe Fiscal Impact/Budget Account Number and Cost: N/A

Review:

Village Administrator Jeff Zoepfel

Date: 1/8/2016

NOTE: All materials must be submitted to and approved by the Village Manager by 12:00 noon, Thursday, prior to the Agenda distribution.



VILLAGE OF MONTGOMERY

ORDINANCE NO. 1710

**AN ORDINANCE GRANTING A VARIANCE TO THE SETBACK REQUIREMENTS FOR ALTERNATIVE
SURFACES
VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
(ATMI PRECAST, INC.)**

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
THIS ____ DAY OF _____, 2016.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES,
ILLINOIS, THIS ____ DAY OF _____, 2016.

ORDINANCE NO. 1710

**AN ORDINANCE GRANTING A VARIANCE TO THE SETBACK REQUIREMENTS FOR ALTERNATIVE SURFACES
VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
(ATMI PRECAST, INC.)**

BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

WHEREAS, the Village of Montgomery is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution, and accordingly, acts pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the land described in **Exhibit A** of this ordinance is within the Village of Montgomery; and,

WHEREAS, the Board of Trustees finds that the petitioner has demonstrated that standards contained within Section 14 of the Village's Zoning Ordinance have been met and are incorporated herein by reference; and,

WHEREAS, all hearings required to be held before agencies of the Village took place pursuant to proper legal notice including publication and notice to all surrounding owners.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

SECTION ONE: ZONING CLASSIFICATION

1) That the property legally described on the attached **Exhibit A** in the Village of Montgomery, Kane County, Illinois shall be and is hereby granted a variance as follows:

Said property is hereby granted a variance from the alternative surface setback requirements of the Village of Montgomery as set forth in Section 11.02 of the Village's Zoning Ordinance, to permit encroachment by the alternative surface storage yard of the required yard setback as shown on **Exhibit B**.

2) Findings of Fact: That the Board of Trustees finds that the necessary factors for a grant of a variance herein have been met as follows:

- a. That the property in question cannot yield a reasonable return if permitted to be used only under the conditional allowed by the regulations governing the district in which it is located;
- b. That the plight of the owner is due to unique circumstances;

- c. The variation will not alter the essential character of the locality;
 - d. That the particular physical surroundings, shape, or topographical conditions of the specific property involved will bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out;
 - e. That the conditions upon which the application for variation is based would not be applicable generally to other property within the same zoned classification;
 - f. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;
 - g. That the granting of the variation will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located;
 - h. That the proposed variation will not impair an adequate supply of light and air to the adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.
- 3) That this variance is limited to the proposed site and use as depicted on **Exhibit B** and may not be expanded or changed from the site as proposed, without prior Village approval.
- 4) The petitioner, and owner of record of the property in question (and their heirs assigns, lessees, etc), by applying for this variance, agrees to be bound by all the terms of this ordinance and waives any claims of vested rights, reliance or other defenses, of any type or character, to defend against a revocation of said variance based on any violation of the above provisions. The provisions of this variance shall be binding on the heirs, successors and/or assigns of the petitioner and/or owners of record of the parcel described in **Exhibit A** hereof.
- 5) The Village President, Clerk and staff are authorized to execute such additional documents as are necessary to document this grant of variance for said property.

SECTION TWO: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its approval, passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois this _____ day of _____, 2016.

Matthew Brolley
President of the Board of Trustees of the Village of Montgomery

ATTEST:

Tiffany Francis
Clerk of the Village of Montgomery

	Aye	Nay	Absent	Abstain
Trustee Stan Bond	___	___	___	___
Trustee Pete Heinz	___	___	___	___
Trustee Steve Jungermann	___	___	___	___
Trustee Denny Lee	___	___	___	___
Trustee Doug Marecek	___	___	___	___
Trustee Theresa Sperling	___	___	___	___
Village President Matthew Brolley	___	___	___	___

LIST OF EXHIBITS

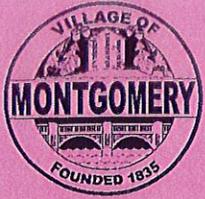
Exhibit A Legal Description of Property

Exhibit B Site Plan of Property

Exhibit A

PT N 1/2 SEC 32-38-8 DESC IN DOC 97K074696 (EX PT DESC IN DOC 2002K092959
FOR ROAD) RANGE CODE: 001

PIN: 15-32-201-002



VILLAGE OF MONTGOMERY
REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA

- Resolution or Ordinance (Blue)
 Recommendation of Boards, Commissions & Committees (Green)
 Other Business (Pink)

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: January 7, 2016

B of T Date: January 11, 2016

Subject: 2016 Infrastructure Road Program

Submitted By: Peter G. Wallers, P.E., CFM, Village Engineer

Background/Policy Implications:

Public Works and Engineering will update the Village Board on the status and schedule of the 2016 road program. Summary is attached.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

Date: 01/08/2016

NOTE: All materials must be submitted to and approved by the Village Administrator by 12:00 noon, Thursday, prior to the Agenda distribution.

2016 Infrastructure Road Program Summary January 11, 2016

- Project Schedule:
 - Advertise for Bids: January 28, 2016
 - Open Bids: February 11, 2016
 - Award Project: February 22, 2016
 - Execute Contract: End of March
 - Approximate Start Date: May 1, 2016
 - Interim Completion Date: (Water Main Patches) – June 1, 2016
 - Completion Date: August 5, 2016

- Project List:

STREET	FROM	TO	LENGTH
AUTUMN RIDGE DR	TIMBER LANE RD	TIMBER LANE RD	930
BRIARCLIFF RD	ARBOR RIDGE DR	MONTGOMERY RD	160
CASE AVE	EAST END	MAIN ST	970
CLAY ST	RIVER ST	RAILROAD ST	600
FAIRWIND CT	LAKESIDE DR	WEST END	430
FAIRWIND DR	LAKESIDE DR	LAKESIDE DR	690
FOX MEAD CIR	RIVER BEND DR	BRIARCLIFF RD	1,250
FOX MEAD CT	FOX MEAD CIR	EAST END	200
HARRISON ST	RIVER ST	RAILROAD ST	590
JEFFERSON ST	EAST END	RAILROAD ST	1,030
KNELL RD	LAKE ST	WEST END	2,160
LAKESIDE CT	LAKESIDE DR	EAST END	210
LAKESIDE DR	SEASONS RIDGE BLVD	BRIARCLIFF RD	1,480
MAIN ST	CASE AVE	WEBSTER ST	2,090
MAIN ST ALLEY	CLAY ST	MILL ST	970
MCCLARAN AVE	VILLAGE LIMITS	SOUTH END	450
MORNING GLORY CT	AUTUMN RIDGE DR	SOUTH END	370
PEARL ST ALLEY	MADISON ST	MILL ST	300
RIVER ST ALLEY	WEBSTER ST	JEFFERSON ST	1,360
RIVER ST	SOUTH END	WEBSTER ST	2,590
SCOTT ST	RIVER ST	RAILROAD ST	610
SPRINGHAVEN CT	BRIARCLIFF RD	SOUTH END	400
SUNRISE CT	AUTUMN RIDGE DR	NORTH END	350
TURNBRIDGE CT	BRIARCLIFF RD	NORTH END	350
WATKINS ST	RIVER ST	RAILROAD ST	470
WINMONT CT	FOX MEAD CIR	WEST END	240
LENGTH (MILES):			4.02

