

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 25, 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).

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. Minutes of the Village Board Meeting of December 14, 2015.
- B. Executive Session Minutes of December 14, 2015.
- C. Minutes of the Village Board Meeting of January 11, 2016.
- D. Executive Session Minutes of January 11, 2016.
- E. Accounts Payable through January 21, 2016 in the Amount of \$289,162.71.
- F. Ordinance 1707 Authorizing and Granting a Franchise to Northern Illinois Gas Company (Second Reading).
- G. Ordinance 1709 Approving the Official Zoning Map for the Village of Montgomery (Second Reading).

6. Items for Separate Action

- A. Ordinance 1692 Approving the Final Plat for Fullers Montgomery Subdivision (Second Reading).
- B. Ordinance 1708 Granting a Special Use in the Village of Montgomery (Second Reading).
- C. Ordinance 1710 Granting a Variance to the Setback Requirements for Alternative Surfaces for ATMI (Second Reading).

7. Items for Discussion

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

8. New or Unfinished Business

9. Future Meetings

- A. Plan Commission – Thursday, February 4, 2016 at 7:00 p.m.
- B. Village Board Meeting – Monday, February 8, 2016 at 7:00 p.m.
- C. Committee of the Whole Meeting – Tuesday, February 16, 2016 at 7:00 p.m.
- D. Beautification Committee – Wednesday, February 17, 2016 at 6:00 p.m.
- E. Intergovernmental Committee – Monday, February 22, 2016 at 6:00 p.m.
- F. Village Board Meeting – Monday, February 22, 2016 at 7:00 p.m.

10. Executive Session *(if applicable)*

11. Adjournment

Village President Brolley called the meeting to order at 7:00 p.m. followed by the Pledge of Allegiance.

Roll Call

Trustee Sperling	Yea	Trustee Jungermann	Yea
Trustee Lee	Yea	Trustee Marecek	Yea
Trustee Heinz	Yea	Trustee Bond	Yea

Also present: Administrator Jeff Zoepfel, Attorney Laura Julien, Chief of Police Daniel Meyers, Deputy Chief Armando Sanders, Director of Public Works Todd Hoppenstedt, Director of Finance Justin VanVooren, Director of Community Development Rich Young, Engineer Peter Wallers, Members of the Press and others.

Public Participation

A. Public Comments (Two Minute Opportunity).

Mr. Dave Kennedy, 138 Jefferson Street, reiterated his concerns regarding the quality of the water at his residence and requested financial assistance due to his expenses in purchasing water filters.

President Brolley commented that some financial help is not completely out of the question. He also stated that the Village needed to make sure that they knew what was going on with this issue prior to taking any action on the assistance they would provide.

Director Hoppenstedt stated that staff has continued to investigate and have identified 40 homes that could be affected on the same water main. They are planning a community meeting for residents for that area to discuss the next steps. Furthermore, Director Hoppenstedt stated they are working to finalize the recommendation to the Board which will be a \$25 credit for two consecutive water bills for those homes they have identified.

Mr. Kennedy stated he is glad they are working on the problem; however, he is unhappy with the timespan that it has and will take to get the problem fixed. He also asked the Board what they would do if the chemical does not work.

Consent Agenda

- A. Minutes of the Village Board Meeting of November 23, 2015.**
- B. Building Report for November 2015.**
- C. Accounts Receivable Report for November 2015.**
- D. Accounts Payable through November 10, 2015 in the Amount of \$683,735.51.**
- E. Cancellation of December 22, 2015 COW.**

F. Cancellation of December 28, 2015 Village Board Meeting.

G. Ordinance 1687 Providing for the Abatement of the 2015 Tax Levy on General Obligation Waterworks System Alternate Revenue Source Refunding Bonds, Series 2007 (Waiver of First and Passage on Second Reading).

H. Ordinance 1699 Providing for the Abatement of the 2015 Tax Levy on General Obligation Alternate Revenue Source Bonds, Series 2008A (Waiver of First and Passage on Second Reading).

I. Ordinance 1703 Providing for the Abatement of the 2015 Tax Levy on General Obligation Utility Tax Alternate Revenue Source Bonds, Series 2010 (Waiver of First and Passage on Second Reading).

J. Ordinance 1704 Providing for the Abatement of the 2015 Tax Levy on General Obligation Alternate Revenue Source Refunding Bonds, Series 2011 (Waiver of First and Passage on Second Reading).

K. Ordinance 1705 Providing for the Abatement of the 2015 Tax Levy on General Obligation Alternate Revenue Source Bonds, Series 2013 (Waiver of First and Passage on Second Reading).

L. Ordinance 1706 Providing for the Abatement of the 2015 Tax Levy on Taxable General Obligation Alternate Refunding Bonds, Series 2014 (Waiver of First and Passage on Second Reading).

Trustee Bond **moved to approve items A-L on the Consent Agenda.** Trustee Marecek seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz, Trustee Jungermann, Trustee Marecek voting yea.

Items for Separate Action

A. Ordinance 1698 Adopting the Tax Levy for 2015 (Second Reading).

Director VanVooren gave a detailed overview of this item. He stated the total for the Corporate General Levy is \$2,153,988 and the Levy for SSA is \$353,000 in total.

Trustee Bond commented that he knows each Board member has considered this issue thoroughly and seriously, and he believes this is a very modest increase request and is almost the equal of the increase in the health insurance cost. He is going to support it as it is important to the health of the Village and it represents a very modest burden on the residential and commercial tax payers.

Trustee Jungermann s would like to hold taxes where they are. He stated that the Village is an example in doing more with less and the State and Federal government should look at the local government to see what they are able to do with the money they have. However, if there is a property that was not fully assessed, he would want to make sure the Village would get tax on that.

Trustee Lee asked what the average cost would be for individuals who reside in a \$250,000 house. Director VanVooren stated that for the average home in Montgomery the increase will be \$2.10. Trustee Lee stated that for the price he is in favor of raising it.

Trustee Sperling stated she is uncomfortable with the fact that the Village is going to start to do tax rebates out of the road fund, and then increase property taxes. She would rather see a freeze.

Trustee Lee stated that he believes that residents either forgot about the rebate or do not want their \$45 back and would rather see it go to the roads. He also stated that residents have had plenty of notification regarding the rebate.

Trustee Marecek stated that he is more opposed to it than he is for it, and believes they can hold the line on this. He also agreed with Trustee Sperling's statement regarding the rebate.

Trustee Heinz stated that he is opposed to the tax increase.

President Brolley stated that Director VanVooren has prepared a version of the ordinance that would lower the Levy by approximately \$16,000. President Brolley said that since the majority is in favor of freezing it, he believes they need to consider that ordinance. Trustee Marecek verified with Director VanVooren that this new ordinance would be freezing the taxes. Village Administrator Jeff Zoepfel stated that any new construction would be added to the tax rolls.

Director VanVooren stated that new (frozen) total Tax Levy amount would be \$2,136,891 for the General Tax Levy and for the SSA it would stay the \$353,000.

President Brolley mentioned that he is in support of the freeze; however, what the Board is doing is eventually squeezing themselves which he believes they can only do for so long. Administrator Zoepfel stated that it will start to compound and for those that do not go for the rebate that money will go to a different fund. Director VanVooren clarified that the rebate is a rebate from sales tax money and not a property tax rebate.

Trustee Jungermann stated he respects and understands Trustee Bond and Trustee Lee in what they want and it may be time soon to look at that; however, for now, he would like to hold the status quo.

Trustee Lee stated his concerns about not taking the small incremental tax increase now and possibly needing items for the Village later on at which time there may not be money available.

Trustee Jungermann moved to **approve the Ordinance 1698 Adopting the Tax Levy for 2015 (Second Reading)**. Trustee Sperling seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Jungermann, Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz voting yea.

B. Montgomery Road Phase I – Alternatives for the Montgomery “S” Curve.

Engineer Wallers gave an update on this item, recapping the three alternatives. Engineer Wallers stated that he has spoken to KDOT, and the staff at the Village have met, and the collective opinion was to have the study end at Briarcliff if the Board chooses alternate three.

Trustee Sperling questioned if the only change would be widening of the part by Anderson Farms on both sides. Engineer Wallers stated that is the plan. Trustee Sperling also asked if the intersection at Briarcliff would stay the same or if they would have two lanes. Engineer Wallers stated that it would essentially stay the same. Lastly, Trustee Sperling questioned if the Board selects one to endorse if the County can choose what they would like to do regardless of what the Board endorses. Engineer Wallers stated that the County has the final authority to accept the recommendation or not; however, he believes they would look favorably on the recommendation.

Trustee Lee asked when this would be done. Engineer Wallers stated that sometime next year they would start discussing with the County whether or not the Village wants to take jurisdictional transfer of the road. Also, he stated the Board has to decide if they want the roadway because there will be responsibilities beyond what they have now, and once that is decided the next step would be to work out the broad strokes with the county and a Phase II agreement and then go to Phase III to secure funding; therefore, it would be a number of years before it does get done. Trustee Lee stated that he agrees with ending at Briarcliff and appreciates all the work that has been done on this project.

Trustee Jungermann asked if the County would put this in their five-year plan when they get into phase two or three. Engineer Wallers stated that he will look into when the county publishes their multi-year plan, but he believes that would be case.

Trustee Marecek verified that right now the Village does not have a vested cost with this project. Engineer Wallers stated that the Village has agreed to participate in the Phase I study to which the Village has contributed about \$70,000. Engineer Wallers detailed the history of the "S" Curve project.

Trustee Bond moved to **approve the Montgomery Road Phase I – Alternatives for the Montgomery "S" Curve (Option #3 ending at Briarcliff)**. Trustee Marecek seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz, Trustee Jungermann, Trustee Marecek voting yea.

C. Resolution 2015-012 Authorizing the Village's Share of Construction and Engineering Costs for the Roadway Improvement of the Briarcliff Road LAFO Project.

Director Hoppenstedt gave an overview of this item and stated they are looking for approval for \$356,994, which is the Village's portion in the resurfacing of Briarcliff Road from Rt. 30 to Montgomery Road.

Trustee Sperling asked about the timeframe. Director Hoppenstedt stated they would begin in the spring of 2016. Engineer Wallers said since it is a joint project with Federal and State money, some of the schedule is set by the state; however he can get a schedule for the Board as well as a working date and completion date.

President Brolley asked if they are using MFT money for this specific project. Director Hoppenstedt stated that they are for the Village portion.

Trustee Heinz asked if they are going to take more of the road down. Engineer Wallers stated that they are going to take off four inches and put on four more inches which should last about ten years; however, he will double check and get back to Trustee Heinz on that.

Trustee Jungermann moved to **approve the Resolution 2015-012 Authorizing the Village's Share of Construction and Engineering Costs for the Roadway Improvement of the Briarcliff Road LAFO Project.** Trustee Marecek seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Jungermann, Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz voting yea.

D. Professional Services Agreement with Engineering Enterprises, Inc. for Lift Stations Upgrade - Design Phase.

Director Hoppenstedt gave an overview of this item.

Trustee Sperling asked if the design cost would be covered from the increase in the water rates and asked if they raised the water rates specifically to work on the lift stations. Director VanVooren stated that they did increase the water rate. Paper work that was sent to the Illinois EPA which was pre-work for the loan shows we would need to increase the sewer rate a little bit further to do the work. Trustee Sperling verified that the engineering would be done in 2016 and pursue the funding in 2017. Director VanVooren stated the engineering would be paid locally and all the construction would be paid for with the IEPA loan in FY 2017.

Trustee Marecek moved to **approve the Professional Services Agreement with Engineering Enterprises, Inc. for Lift Stations Upgrade - Design Phase.** Trustee Heinz seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz, Trustee Jungermann voting yea.

E. Ordinance 1693 Proposing a Revised Special Service Area for Montgomery Business Center (Current SSA #34) (Waiver of First and Passage on Second Reading).

Attorney Laura Julien reviewed items E-H. She stated these were acted upon a few months ago; however, after hearing from some of the landowners, they have made minor changes to the language. Attorney Julien detailed these are the proposing ordinances, so there still will be a public hearing scheduled to be in February and then the establishing ordinances 60 days from that.

Trustee Jungermann moved to **approve the Ordinance 1693 Proposing a Revised Special Service Area for Montgomery Business Center (Current SSA #34) (Waiver of First and Passage on Second Reading).** Trustee Marecek seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Jungermann, Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz voting yea.

F. Ordinance 1694 Proposing a Special Service Area for Speedway (Waiver of First and Passage on Second Reading).

Trustee Marecek moved to approve the Ordinance 1694 Proposing a Special Service Area for Speedway (Waiver of First and Passage on Second Reading). Trustee Jungermann seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz, Trustee Jungermann voting yea.

G. Ordinance 1695 Proposing a Special Service Area for O'Reilly (Waiver of First and Passage on Second Reading).

Trustee Heinz moved to approve the Ordinance 1695 Proposing a Special Service Area for O'Reilly (Waiver of First and Passage on Second Reading). Trustee Marecek seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Heinz, Trustee Jungermann, Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee voting yea.

H. Ordinance 1696 Proposing a Special Service Area for Michels (Waiver of First and Passage on Second Reading).

Trustee Jungermann moved to approve the Ordinance 1696 Proposing a Special Service Area for Michels (Waiver of First and Passage on Second Reading). Trustee Bond seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Jungermann, Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz voting yea.

Items for Discussion

A. Liquor License Request from George Chiotis.

Chief of Police Daniel Meyers introduced Mr. Chiotis and his daughter Stacy, who are requesting a Class F liquor license.

Stacy and George reviewed with the Board the building they have that has been vacant for four years; he said many residents have commented about possibly bringing in video gaming. Mr. Chiotis reviewed that they would like to do this to make the area a better place for the residents.

Trustee Sperling asked if they plan to serve food. Mr. Chiotis stated that he would have to open up a door to the restaurant, so if anyone wanted food they could get food. Trustee Marecek asked if this would be an extension of the restaurant or if it would be a separate stand-alone facility. Mr. Chiotis stated that it is separate but could be connected to the restaurant. Trustee Marecek asked if there

would be different hours for the restaurant or if it would only be open during restaurant hours. Mr. Chiotis stated it would be open until 9 o'clock p.m.

President Brolley stated that he appreciates the effort in trying to bring people to downtown Montgomery. He also stated that he is leery about the video gaming since it is fairly new and there are a few already in Montgomery. He further stated that in the past the Board has required a certain amount of food be served, so that it is more like a restaurant that has gaming.

Trustee Lee stated that the Village has turned down a few video gaming requests, and asked if there would be a separate entrance. Mr. Chiotis stated that there are two options, they can come from the other restaurant or they come from a separate entrance. Trustee Lee asked if he would be renting the place out. Mr. Chiotis stated that he will be running it himself.

Trustee Marecek stated that when it is a part of the restaurant, the Board has not typically had an issue with that; however, when there has been a request for a liquor license for the purpose of getting video gaming, the Board has said no. Trustee Marecek reiterated that once they grant the liquor license the Village cannot control the hours they are open and serving food. Trustee Sperling stated that the Board typically grants a Class G license where 50% of the sales come from food. Trustee Sperling asked if it would be possible to expand the current restaurant.

Trustee Lee is concerned with the outside door not tied to the restaurant where anyone can walk in, gamble, and walk out. He believes the outside door needs to be closed up so people can only get in through the restaurant and the liquor license is tied into the food sales.

Trustee Jungermann stated that as it stands, he is against the liquor license. However, if it is tied to the restaurant he would be more inclined to reconsider.

Mr. Chiotis stated he believes there are others in the community that have only gaming and liquor. Trustee Bond stated that there is nothing of the nature that the Board has approved. He also stated it is important that the video gaming operation and the restaurant should have the same hours. Trustee Bond stated that the VFW standards are different because they are a veterans' organization and the State statutes treat them differently.

President Brolley stated that the only place they have is the gas station on Orchard Road which is considered by State law to be a truck stop. He also added that Mr. Chiotis has had a very successful business in town for decades and if Mr. Chiotis were to ask for a class G license for the restaurant, he would be supportive of that.

B. Tax Increment Financing District #2 Rebate of Funds.

Director VanVooren stated that the Village Board approved resolution 2014-001 in January 2014 which states that staff needs to prepare a report every year as to what the increment in the district is and whether that is due to a general increase overall in the EAV or if there were improvements to properties within that TIF District. He reported that the Village received \$51,888 dollars in TIF #2

during fiscal year 2016 and the amount that is due to improvements in the district is \$14,882, which would stay in the TIF District. The net of about \$37,000 would be rebated to the other taxing bodies. The funds go back to the county and the county distributes it to the taxing districts. Director VanVooren stated the Board has 30 days to review this or if there is a consensus to move forward, they can proceed prior to the 30 days.

Administrator Zoepfel stated that it does have to go back proportionally to the taxing bodies. Trustee Jungermann stated he does not have any issues with the plan.

Trustee Bond asked if there was a time in mind for how long the rebate period would last. Trustee Sperling stated that she does not believe that there is a timeframe. Director VanVooren stated that the resolution itself has May 2017 as the "expiration" date; however, there was information put in there so that future Boards would understand what this Board was thinking when they approved that resolution. He also stated he would check to make sure that if it is not changed by the Board at any time, it would just roll over.

Trustee Marecek stated he did recall that it does not need Board action to continue; however, it does need Board action to stop it within the 30 day period. Trustee Sperling stated she believes the Board should move forward due to the fact that it is the agreement they made to the stakeholders.

The Board was in consensus with the plan.

C. Montgomery in Motion.

Director Young reviewed a new marketing plan called Montgomery in Motion that staff is proposing as a marketing tool for the mill district. Montgomery in Motion includes the river, the trails, the parks, kayaking on the Fox River, jogging along the trails, fishing, and the River Run event, the reuse of Grays Mill, the new Riverview Restaurant and Montgomery Fest. He stated that they looked into this in terms of what the state recommends through the Illinois Municipal League. He further detailed how they are going to go about redeveloping the downtown area of Montgomery.

Director Young stated that with all of these questions in mind, staff has looked at what the Village has done in the past which included a re-review of the 2005 Village Center Mill District Enhancement Plan, and 2009 TOD park and ride location study, and a tie in to the recently approved 2014 Land Use Master Plan, and how those address and tie into the master plan and the downtown activities. Furthermore, he stated that they need to understand the community needs and how they allocate funds, create attractive, walkable places, how they diversify the economy of the Mill District, think creatively regarding financial partners and look at the idea of supporting new housing options at a much higher density in the downtown. He stated that staff has started to review the codes and zoning ordinances and plan on bringing forward some form-based code items in the zoning ordinance and are in the process of working with an illustrator to create a visual to be a part of a presentation that is brought to stakeholders. Lastly, Director Young stated that they plan to meet with other civic groups and have talked with the Rotary Foundation, the Chamber and the Plan Commission. He stated he believes the slogan, Montgomery in Motion, plays right into their master plan.

Trustee Marecek stated he would love to see some portion of the plan help tie the bike path in to get connectivity. The Village might want to look into grant opportunities from the Illinois Tourism Board.

Trustee Sperling stated that at the Rotary meeting they were able to brainstorm some great ideas in which Rotary would partner with the Village to draw more people downtown.

President Brolley said over the last several years/decades there have been some great ideas for the Village; however, there is momentum now and staff is taking that momentum and moving it in a direction far beyond what a study can do, and he looks forward to the future of the project.

Trustee Marecek asked if there was an easement along the river. Director Young stated there is not.

Trustee Bond mentioned collaboration with the park district. He stated that there is a treasure in the island park which could be a beautiful floral and walkway area. Director Young stated that is one of the stake holders they want to involve in the process and would like the Fox Valley Park District and the Oswegoland Park District both to be involved.

Trustee Lee stated that the Village is surrounded by park district property and believes they would be willing to work with the Village. He also stated that the concerts in the Village are wonderful. Trustee Marecek thanked them for all the work on Montgomery in Motion.

New or Unfinished Business

Trustee Sperling stated that residential housing is her background and thanked Laura Julien and her office for working on the Crime Free Housing. She believes it will be very valuable for both the landlords and community. Administrator Zoephel stated that per the discussion from the prior meeting they have added a section regarding fireworks.

Trustee Sperling asked about the railroad quiet zone study. Engineer Wallers stated that the first step is to do an assessment of the existing intersection. However, the Burlington Northern needs to add the Watkins intersection to their file and they have not done that yet. They are waiting on the railroad so they can get the information they need to have the first meeting with all the stakeholders.

Trustee Lee stated that the railroad has picked all the construction materials at the Webster Crossing and the repairs will be done next spring.

Trustee Jungermann asked Director Hoppenstedt for an update on the new bulk water station. Director Hoppenstedt stated that it is difficult how to quantify how many people have been taking water illegally. He further stated that the bulk water fill station was ordered, delivered, and installed. He also detailed there is a software component that they are scheduled to resolve on Monday with the vendor and once that is all in place they will proceed with the changeover. Director Hoppenstedt stated this will help quantify how much water is being sold and will also identify anyone hooked up to

hydrants that should not be. At that point they will be training to help identify those that might be taking water from hydrants.

Trustee Jungermann asked if they are in the process of collecting hydrant meters. Director Hoppenstedt stated they have collected a few and are still working on that. He said the option to lease a hydrant meter will still be permitted if there is a large project. Trustee Jungermann asked how much the security deposit is on a hydrant meter. Director Hoppenstedt stated it depends on the size, the large are about \$750 and the smaller meters are less. However, he was going to suggest the large meter security deposit be set around \$1,200. Trustee Jungermann stated he believes it needs to be around \$2,500.

Trustee Bond stated there are 153 nominations for the holiday decorations award program and the judging will be on Wednesday evening between 6 p.m. and 8 p.m.

Future Meetings

- A. Plan Commission – Thursday, January 7, 2016 at 7:00 p.m.
- B. Village Board Meeting – Monday, January 11, 2016 at 7:00 p.m.
- C. Historic Preservation Commission – Monday, January 18, 2016 at 6:30 p.m.
- D. Committee of the Whole Meeting – Tuesday, January 19, 2016 at 7:00 p.m.
- E. Beautification Committee – Wednesday, January 20, 2016 at 6:00 p.m.
- F. Intergovernmental Committee – Monday, January 26, 2016 at 6:00 p.m.
- G. Village Board Meeting – Monday, January 26, 2016 at 7:00 p.m.

Executive Session – 8:24 pm. – 8:27

- A. To Discuss the Employment of an Employee Pursuant to 5 ILCS 120/2 (c)(1).
- B. To Discuss Litigation Which is Filed and Pending, Pursuant to 5 ILCS 120/2(c)(11).

Trustee Sperling moved to adjourn to Executive Session to **Discuss the Employment of an Employee Pursuant to 5 ILCS 120/2 (c)(1) and to Discuss Litigation Which is Filed and Pending, Pursuant to 5 ILCS 120/2(c)(11)**. Trustee Marecek seconded the motion.

6 Yea. 0 No. Motion carried. Trustee Sperling, Trustee Lee, Trustee Heinz, Trustee Jungermann, Trustee Marecek, Trustee Bond voting yea.

Adjournment: 8:28 p.m.

Seeking no further business to come before the Board, it was moved by Trustee Heinz and seconded by Trustee Jungermann to **adjourn the meeting.**

Village Board Meeting
December 14, 2015
Page 11 of 11

6 Yea. 0 No. Motion carried. Trustee Heinz, Trustee Jungermann, Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee voting yea.

Respectfully submitted,

Tiffany Francis
Village Clerk

Village President Brolley called the meeting to order at 7:00 p.m. followed by the Pledge of Allegiance.

Roll Call

Trustee Sperling	Yea	Trustee Jungermann	Yea
Trustee Lee	Yea	Trustee Marecek	Yea
Trustee Heinz	Yea	Trustee Bond	Yea

Also present: Administrator Jeff Zoepfel, Attorney Steve Andersson, Chief of Police Daniel Meyers, Deputy Chief Armando Sanders, Attorney Laura Julien, Director of Public Works Todd Hoppenstedt, Director of Finance Justin VanVooren, Director of Community Development Rich Young, Engineer Peter Wallers, Members of the Press and others.

Public Participation

A. Recognition of Festival of Trees Winners

President Brolley stated his appreciation of everyone who participated in the Festival of Trees. He presented Girl Scout Troops #735 and #1642 with the third place certificate and St. Luke's with the second place certificate. Lastly, President Brolley presented Orchard Road Animal Hospital with the first place certificate as well as gift certificate to Rosati's on Orchard Road.

B. Public Comments (Two Minute Opportunity).

Mr. Dave Kennedy of 138 Jefferson Street stated he still has problems with a metallic taste to his water. He asked whether there is a final date when the problem will be resolved and if there has been any progress in regards to the water samples that were taken.

Director Hoppenstedt said he anticipates a resolution by April 1st. He has been working with numerous vendors and EEI to resolve the issue. He believes the addition of polyphosphate at the lime softening plan will be the remedy; however, there are numerous blends and suppliers of various formulas of polyphosphate. The vendor is working on completing the data analysis. There will be a meeting for residents on January 20th at 6 p.m. to discuss water issues. Director Hoppenstedt stated they will hang door hangers on houses in the neighborhood as a reminder.

Consent Agenda

- A. Building Report for December 2015.**
- B. Account Receivable Report for December 2015.**
- C. Accounts Payable through January 11, 2016 in the Amount of \$435,689.66**
- D. Cancellation of the January 19, 2016 Committee of the Whole Meeting.**

E. Ordinance Reducing the Number of Class L Liquor Licenses (Waiver of First and Passage on Second Reading) (South Moon).

Trustee Jungermann moved to approve items A-E on the Consent Agenda. Trustee Marecek seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Jungermann, Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz voting yea.

Items for Separate Action

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

Director VanVooren reported that Nicor and the consortium have agreed to a new franchise agreement. He summarized some of the changes in the new document, including an annual meeting and compensation of some type. He stated this has been presented to Nicor and Nicor is looking for the Board to approve this.

Trustee Bond asked what would occur at the annual meeting. Director VanVooren stated that one item would be a discussion regarding the capital improvement plans as well as looking at the following years to see what they would be doing in the area and any issues that are going on in the community. Trustee Bond asked if staff has noted any deficiencies that need to be addressed at this annual meeting. Director VanVooren stated not at this time.

Trustee Sperling asked if compensation will be decided upon by the next time this comes to the Board. Director VanVooren stated the Village would not have to decide on that until March 1st.

This was a first reading; therefore, there was no action on this item.

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

Director Young gave an overview of this item, stating there are seven changes from the previous year's map.

Trustee Marecek moved to approve the Recommendation of the Plan Commission on PC 2016-001 Z 2016 Zoning Map Update. Trustee Bond seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz, Trustee Jungermann voting yea.

C. Ordinance 1709 Approving the Official Zoning Map for the Village of Montgomery (First Reading)

President Brolley stated this item will be on the consent agenda at the next meeting.

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

Director Young gave an overview of this item.

Trustee Jungermann asked which lots they are proposing to combine. Director Young stated that the facility will be on both lots and the consolidation is needed for the sale of the property. Trustee Jungermann asked if these particular lots are the second and third lots south of Rt. 30. Director Young stated that he believes they are the third and fourth lots. Director Young verified that Lot 10, south of Rt. 30, is part of the shopping center that exists now. He then stated that Lot 19 and Lot 20 would still be available.

Trustee Marecek asked for clarification on the access road. Director Young stated that the access road is between lot 19 and lot 20. Trustee Marecek asked if this would have access to Orchard Road. Director Young stated that neither lot will have access to Orchard Road.

Trustee Lee stated he believes it is an ideal location due to the road that leads out to the light. He is also pleased to see the car wash going in.

President Brolley noted that recommendation and ordinance are for the final plat; however, the document they have before them is a preliminary plat. President Brolley questioned if they will be submitting the final plat before the Board approves the ordinance. Director Young stated that he believes they will.

Trustee Marecek moved to **approve the Recommendation of the Plan Commission on PC 2016-004 FP Final Plat for Fuller's Car Wash.** Trustee Jungermann seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz, Trustee Jungermann voting yea.

E. Ordinance 1692 Approving the Final Plat for Fullers Montgomery Subdivision (First Reading)

President Brolley stated that this is first reading and will be added for discussion at the next meeting.

F. Recommendations of the Plan Commission on PC 2016-005 SU Special Use for Outdoor Storage and Alternative Surfaces Located at 900 Knell Road.

Director Young gave an update on this item. He stated that ATMI wishes to use the CenterPoint property along Rt. 31 for a special use for outdoor storage. They sell concrete precast panels and need temporary storage as the panels are produced.

He stated the storage yard includes a gravel surface at this time and they are looking to expand the use to have a number of different panels in the yard. There are two components, one being the special use for outdoor storage, and as a part of the special use to use an unpaved surface with the approval of the Village Engineer. The second is a variance due to the regulations which call for a 250 foot setback for any unpaved surface to the right-of-way line. Director Young stated that a portion of

the lot is within the 250 feet that would make up the setback and the applicant wishes to include that property as a part of the overall storage yard.

They looked into this earlier due to a possible dust issue and mud and debris that could be carried out into the roadway. He stated that currently there is an 8 foot high chain link fence and the facility would include an overhead crane for loading and unloading the precast concrete panels. The overall stackable height is 15 feet. The surface would need to be approved by the Village Engineer and there is a landscaping plan included that adds trees along Rt. 31 to further buffer.

Lastly, he stated that access to the storage yard is by way of Ashland Avenue and there is no direct access to Rt. 31. The Plan Commission made a recommendation to approve the special use. The Plan Commission recommended that the Board approve the variance also; however, staff recommends the variance request not be approved

Trustee Marecek asked if the material is crushed limestone. Village Engineer Peter Wallers said that they are working to finalize the material.

Trustee Lee said he appreciates staff following the ordinance and acknowledged that because of the angle of the property some of it is not 250 feet. He also detailed other businesses that have similar situations. He stated that this may be against the new ordinance; however, this is an industrial area and he believes that is where the Plan Commission is coming from.

Trustee Jungermann stated he would vote to approve this, and asked for an update on Aurora Tree Service. Director Young stated that a few years ago, Aurora Tree Service was granted a five-year special use which was approved with certain conditions. They have met some conditions and have not met others; the temporary special use will run through February of 2017. Director Young also gave a history regarding the ordinance. Trustee Lee stated that he believes that this company will maintain the surface and believes it is for a different use which is important to consider.

Trustee Jungermann asked if the Village is also accepting roadway grindings for the surface. Village Engineer stated that they have not eliminated that from consideration. He stated that using recycled asphalt products is done quite often and they would like to spend some time to make sure that it functions the way they want over a long period of time.

Trustee Heinz asked if there was a special use for the mulch for JPC. Director Young stated that there was a special use granted for tree processing in 2013.

President Brolley thanked the staff for bringing this forward to the Board. He stated that he is not concerned regarding the storage of concrete panels.

Trustee Lee moved to **approve the Recommendations of the Plan Commission on PC 2016-005 SU Special Use for Outdoor Storage and Alternative Surfaces Located at 900 Knell Road.** Trustee Marecek seconded this motion.

5 Yea. 1 No. Motion carried. Trustee Lee, Trustee Jungermann, Trustee Marecek, Trustee Bond, Trustee Sperling voting yea. Trustee Heinz voting no.

G. Ordinance 1708 Granting a Special Use in the Village of Montgomery (First Reading)

Director Young reviewed this item.

Trustee Lee stated the Mr. Phillipchuck mentioned at the Plan Commission meeting that the majority of the time they are the only ones that utilize Ashland Avenue. Trustee Lee stated his concerns regarding the condition of the road and the weight that will be on the road. He further stated that he does not want the residents of Montgomery to pay for the repairs that may arise in a few years due to the weight on the road. Trustee Lee also stated that he would like to see the holes that are in the road to be fixed due to the road being concrete but patched with blacktop.

Mr. Phillipchuck stated that right now they use trailers with one panel on them and have done this for about ten years. Trustee Lee stated that the plan is to bring more in and the traffic will increase into the storage center. Engineer Wallers agreed that Ashland is not in great shape and when they ran the analysis during the last road study, it was listed in fair condition. He said with or without extra traffic it will start to decay faster due to the condition that it is in. He also stated that currently it is not in the Village's five year plan for repair, mainly because when they adopted the plan, there was little traffic on that road. If there is a possibility of more movement on that roadway, it might be worth looking at again. He then reviewed what the plan might look like to fix the road. Prior to the next meeting his staff can put together some strategies that could be used for the Board to look at.

President Brolley stated that this is a public road and it is the Village's job to maintain the road. This item will be on discussion at the next meeting.

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

Director Young gave an overview of this item. Trustee Marecek stated he appreciates the landscaping as it will create a nice buffer.

The Board had discussion on the length of the set-back. Mr. John Phillipchuck from ATMI stated that they are about 43 feet shy of the 250 foot required for the setback. He stated that if any material is deposited, that it would be cleaned up prior to the vehicles hitting Rt. 31.

Trustee Jungermann asked Engineer Wallers if there is any concern with oversized loads or heavy loads. Engineer Wallers stated that every time an overweight permit comes in, it is reviewed so they do not have that going on all the time and, yes, it would be a concern.

President Brolley stated he appreciates the explanation regarding the possibility of debris being kicked up. Mr. Phillipchuck stated that the vehicles move slowly, and they have also looked at the recycled product due to it being more dust free. He further stated they are also proposing a product

called Dustless that is an application for dust control and they are cognizant of that and they do have equipment to clean the street if there is an issue.

Trustee Lee moved to **approve the Recommendation of the Zoning Board of Appeals on 2016-006 V Alternative Surfaces Setback Variance – ATMI Precast, Inc.** Trustee Jungermann seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Lee, Trustee Heinz, Trustee Jungermann, Trustee Marecek, Trustee Bond, Trustee Sperling voting yea.

I. Ordinance 1710 Granting a Variance to the Setback Requirements for Alternative Surfaces (First Reading)

Director Young gave an overview of this item. This is a first reading and will be on the agenda for discussion at the next meeting.

J. Accounts Payable through December 23, 2015 in the Amount of \$436,661.42.

Trustee Heinz stated concerns regarding the BJ Wolf bill because he believes the company used the Village's equipment. Director Hoppenstedt clarified that the business did not utilize the Village's equipment. The original memo did not indicate there would be a third party involved; however, as they got closer to the winter season, taking into account all the other jobs Public Works staff needed to do, he made the decision to contract that portion out. Trustee Heinz clarified the final price was over the amount approved by the Board.

President Brolley asked for specifics on work that BJ Wolf completed. Director Hoppenstedt stated that they completed the drain system and the foundation and they did not use the Village's equipment. Trustee Lee asked how much the concrete costs. Director Hoppenstedt stated it was close to \$2,000, and there was electrical work involved as well.

President Brolley reviewed that the Village planned on completing this, prioritized the staff, and contracted out to complete this work when staff was needed in other locations.

Trustee Marecek stated that the \$8,500 over budget is a significant percentage and the Board was not notified of the increase. Trustee Heinz clarified whether or not that the concrete cost is part of the \$8,500. Director Hoppenstedt stated that it is part of the \$8,500.

President Brolley stated that \$9,000 is within the Village Administrator's authority to approve. He further stated that this was a Board priority project after the budget was approved and the staff saw that was installed prior to the spring.

Trustee Heinz stated that he believes that this should have been brought before the Board prior to being approved. Trustee Lee stated that there was not a meeting in December to do that.

President Brolley requested that if there is a change order he would like to see it come before the Board or the Board notified; however, if it is under the \$20,000 limit it is not required by ordinance to do that. Trustee Jungermann requested that it be put in the notes to notify the Board.

Trustee Lee moved **to approve the Accounts Payable through December 23, 2015 in the Amount of \$436,661.42 including the bill for BJ Wolf for \$8,580.** Trustee Sperling seconded this motion.

4 Yea. 2 No. Motion carried. Trustee Lee, Trustee Jungermann, Trustee Bond, Trustee Sperling voting yea. Trustee Heinz and Trustee Marecek voting no.

Items for Discussion

A. Infrastructure Road Program

Engineer Wallers updated the Board on the Infrastructure Road Program. They have begun accepting bids and are looking to bring it to the Board for award at the Feb. 22nd meeting. They will execute the contract at the end of March and the approximate start date would be mid-April or May 1st depending on weather.

Engineer Wallers stated they are including a patching program for water main breaks and the funding source would be the water fund. However, they felt they could get a better pricing and the interim deadline for that needs to be done by June 1st. They intend to have the project complete by Aug. 5th, which would be prior to Montgomery Fest. Also, on March 4th they will be bidding the Briarcliff Road project through the Illinois Department of Transportation due to it being federally funded. Lastly, he believes that early bidding can save the Village money. He also gave the Board a list of streets they are targeting for repairs.

Engineer Wallers stated that there might be extra costs and he expects the pricing in the report may not be the same that is in the bid. They will do a detailed cost estimate prior to bidding to have the document to review. The main goal is to stay on schedule; get bids out early, and do the work to get the streets repaired correctly.

Engineer Wallers stated that they are including some alley work due to poor drainage in the alleys. They will bid to do the alleys conventionally but also thought it would be an opportunity for them to bid an alternate project using porous pavement. They will take an alternate bid to excavate the alleys and put back open graded stone and porous asphalt which should improve the drainage in the alleys and improve the water quality. Lastly, he stated they will bid it as an alternative so that Board can see what the pricing comes out to be and make a final decision.

Trustee Lee asked EEI to contact the residents that utilize the alleys a month prior to the work being started. Engineer Wallers said they will contact those involved and if there is specific need they can work with the residents. He further stated that in the past they have hosted a meeting and contacted the residents as they get closer to the start dates.

Trustee Marecek asked when they do the roads, if the signs will go up regarding the referendum funds. Engineer Waller stated they have ordered more signs and they will be distributed to several locations. He will provide a map to the Board. The signs will stay at the perimeters of the project; they also are trying to cluster the work in an area to keep staging at a minimum.

Trustee Bond asked if there would be opportunity for grant support for the pervious material. Engineer Wallers stated that in the past they have tried for grants and have not been successful. He can look into it again, and it still might be cost effective given what they are trying to accomplish, which is improving the drainage.

New or Unfinished Business

Trustee Heinz stated that a resident is concerned regarding leaf pick-up. Director Hoppenstedt stated the leaves in that area were picked up the Wednesday prior to Thanksgiving and that street was serviced three times and that area has been contacted.

Trustee Sperling stated that next week the Rotary Club is partnering with Heartland Blood Centers for a blood drive which will be hosted at Village Hall on Tuesday, January 19th from 3:30-7:30pm. The website where you can set up an appointment and look at requirements is www.heartlandbc.org.

Future Meetings

- A. Committee of the Whole Meeting – Tuesday, January 19, 2016 at 7:00 p.m. (Canceled)
- B. Intergovernmental Meeting – Monday, January 25th, 2016 at 6:00 p.m.
- B. Village Board Meeting – Monday, January 25, 2016 at 7:00 p.m.

Executive Session – 8:24 pm. – 8:34

- 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).

Trustee Bond moved to adjourn to Executive Session 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) and to Discuss the Employment of an Employee Pursuant to 5 ILCS 120/2 (c)(1).
Trustee Jungermann seconded the motion.

6 Yea. 0 No. Motion carried. Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz, Trustee Jungermann, Trustee Marecek voting yea.

Report on Closed Session Minutes

Attorney Steve Andersson gave a detailed overview of this item. He detailed they have reviewed all the minutes and the Village attorneys are recommending the release of 112 separate executive session minutes from 25 years' worth of executive session meeting minutes.

Trustee Marecek moved **to approve the Release of 112 Executive Session Minutes as presented by the Village Attorney.** Trustee Jungermann seconded this motion.

6 Yea. 0 No. Motion carried. Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee, Trustee Heinz and Trustee Jungermann voting yea.

Adjournment: 8:37 p.m.

Seeking no further business to come before the Board, it was moved by Trustee Heinz and seconded by Trustee Jungermann to **adjourn the meeting.**

6 Yea. 0 No. Motion carried. Trustee Heinz, Trustee Jungermann, Trustee Marecek, Trustee Bond, Trustee Sperling, Trustee Lee voting yea.

Respectfully submitted,

Tiffany Francis
Village Clerk

**Village of Montgomery
Bills to be Paid
January 25, 2016**

<u>All Departments</u>	<u>Amount</u>
AI Warren	5,973.91
AI Warren	4,793.13
CDW	568.92
EEI	80,709.69
Mickey Wilson	11,004.75
Pitney Bowes	474.00
Responsive Network Services	6,721.00
Shoretel	6,613.89
 <u>Community Development/Building Department</u>	
Bondy Studio	2,475.00
Canon	280.07
Cannonball	280.00
Fredi Beth Schmutte	62.67
MEDC	22,500.00
Rotary Club	90.00
Suburban building	450.00
 <u>Elected Officials</u>	
IL State Police	59.50
Van Duser	75.00
 <u>Finance Department/Water Billing</u>	
Dell	6,970.78
Kathleen Field Orr	250.00
Menards	1.76
Sungard	11,011.57
US Bank	450.00
Water Refund	387.48
 <u>Human Resources/Payroll</u>	
Better Business Planning	240.00
IPELRA	195.00
Metropolitan Alliance of Police	495.00
Nationwide 457	435.00
Nationwide IRA	100.00
Rush Copley	366.00
State Disbursement Unit	1,005.53

Police Department

Alarm Detection	2,217.93
AT&T	142.82
FBI National Academy	30.00
Fullers Car Wash	189.00
IPELRA	390.00
Kane County Animal Control	125.00
Kane County Chiefs of Police	105.00
National Assoc of Town Watch	35.00
Ottosen Britz	105.00
Rotary Club	180.00
Tyler Technologies	6,000.00
Uline	56.95
Verizon	722.19
Zuma	87.79

Public Works Department

Airgas	141.53
Aurora Automotive	20.30
Aurora Automotive	110.52
BDK Door	214.60
Carroll	44.55
CES	825.41
CES	31.47
City of Aurora	117.00
Coffman Truck	28.24
Coffman Truck	953.14
ComEd	844.56
ComEd	6,138.09
Compass Minerals	12,516.97
Compass Minerals	6,911.06
Constellation	16,684.04
Crescent Electric	895.10
Crescent Electric	109.86
Dukane	3,701.00
Dutek	30.00
Dutek	271.00
Edmonds	229.92
Edmonds	525.18
Factory Motor Parts	324.85
Factory Motor Parts	300.25
Farm N Fleet	597.12
First Place Rental	320.94
Fox Metro	550.00
Fox Valley Sewer	205.00
G&K	111.26
G&K	111.26
General Shale	33.72

Gen Power	2,008.20
GFC	397.44
Hach	1,030.01
Hach	45.48
HD Supply	1,436.47
Honeywell	1,546.53
IDOT	362.30
Illco	51.23
Illco	370.35
Ken Schmidt	2,591.40
Ken Schmidt	4,919.73
Mailbox Reimbursements	315.00
Meade	390.00
Menards	578.81
Menards	30.82
Menards	16.82
Menards	150.19
Motion Industries	53.63
Nicor	841.66
Northern Contracting	822.85
Parent Petroleum	640.68
Patten	174.00
Patten	174.00
Pizzo	2,854.51
Pizzo	14,609.13
Pomp's Tire	1,096.62
Pomp's Tire	1,054.24
Republic	1,320.00
Ron Westphal	87.58
Rush Truck Center	636.25
Russo's Power	88.99
Sauber Mfg	211.00
Silicon Solar	399.95
Specter	395.00
Superior Asphalt	839.45
Test Inc	450.00
Total Fire	222.75
Traffic Control & Protection	2,320.90
Traffic Control & Protection	405.55
Underground Pipe & Valve	336.00
Unifirst	135.44
USA Blue Book	60.21
Viking Chemical	8,260.22
Water Products	(122.00)
Water Products	240.58
Water Products	1,224.10
Wholesale Direct	30.65
Winding Creek	1,325.00

Village Administrator's Office/Village Hall

Engler, Callaway	1,541.00
Jeff Zoepfel	509.66
Rotary club	90.00
US Bank	268.06

Grand Total	<u><u>289,162.71</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 Zoephel, Village Administrator

Date: January 19, 2016

B of T Date: January 25, 2016

Subject: Ordinance 1707 Authorizing and Granting a Franchise to Northern Illinois Gas Company (Second 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 of the Consortium, for which Montgomery represents Metro West, 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 20, 2016

B of T Date: January 25, 2016

Subject: Ordinance 1709 Approving the Official Zoning Map for the Village of Montgomery (Second 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 Administrator Jeff Zoepfel

NOTE: All materials must be submitted to and approved by the Village Administrator 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:

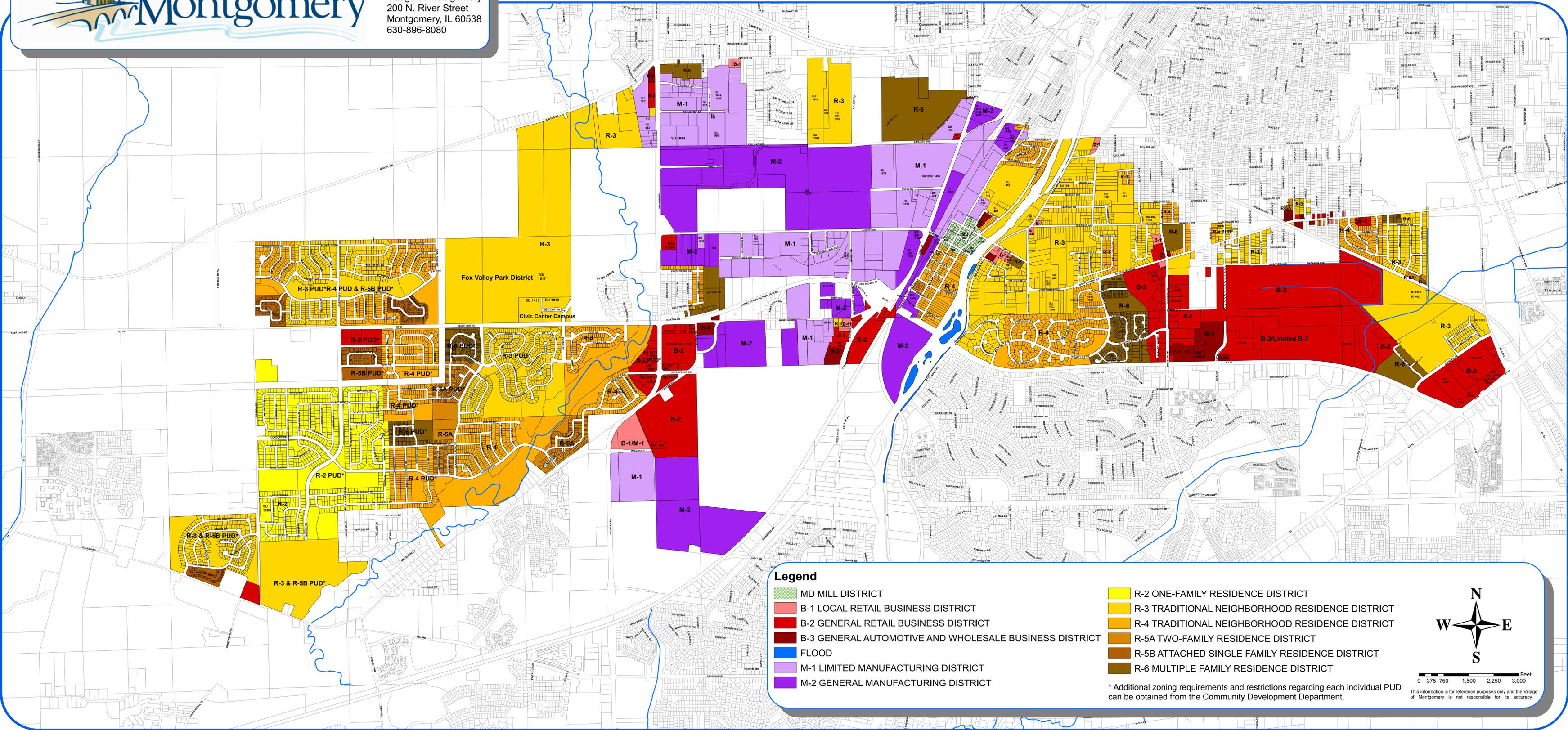
Tiffany Francis
Village Clerk of the Village of Montgomery

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

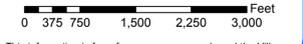


Legend

- 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.



This information is for reference purposes only and the Village of Montgomery is not responsible for its accuracy.



**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 19, 2016

B of T Date: January 25, 2016

Subject: Ordinance 1692 Approving the Final Plat for Fullers Montgomery Subdivision
(Second Reading)

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

Background/Policy Implications:

Enclosed is the updated Plat of Subdivision submitted by Fuller's Car Wash. The revised plat is a Final Plat rather than the previously discussed Preliminary Plat. The proposed Final Plat combines two lots in the Blackberry Creek Commercial Subdivision.

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

Review:

Village Administrator Jeff Zoepfel

NOTE: All materials must be submitted to and approved by the Village Administrator by 12:00 noon, Tuesday, 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

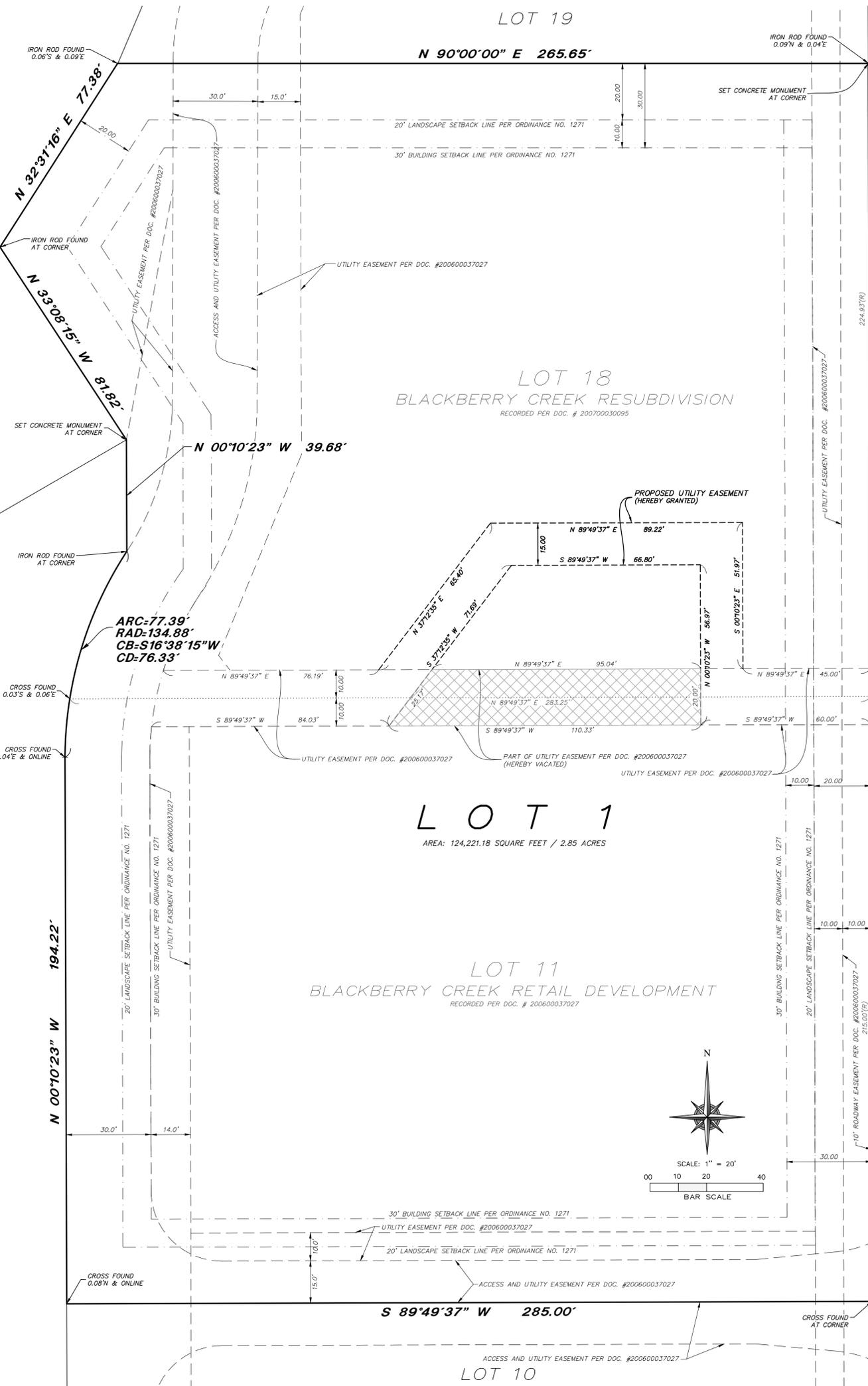
Exhibit A: Plat for Fullers Montgomery Subdivision

AFTER RECORDING RETURN TO:
VILLAGE OF MONTGOMERY
200 N RIVER ST
MONTGOMERY, IL 60538

FINAL PLAT OF FULLERS MONTGOMERY SUBDIVISION

PERMANENT INDEX NUMBER (P.I.N. #):
02-01-204-004 AND
02-01-204-016

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



ORCHARD ROAD
(14.0' RIGHT OF WAY)
WEST LINE OF ORCHARD ROAD
439.93'
S 00°10'23" E
S 00°10'23" W

OWNERS CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREON, AND THAT AS SAID RECORD OWNER, IT CONSENTS TO THE SUBDIVISION OF SAID PROPERTY, THE VARIOUS DEDICATIONS, GRANTS AND RESERVATIONS OF EASEMENT AND RIGHT OF WAY SHOWN HEREON.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND TO THE BEST OF THE OWNERS KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICT OSWEGO 308.

DATED THIS _____ DAY OF _____ 20____

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

NOTARY CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I, _____ NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED TO ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ 20____

NOTARY PUBLIC

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
) SS
KENDALL/KANE COUNTY)

I, _____ VILLAGE TREASURER OF THE VILLAGE OF MONTGOMERY, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE COLLECTED ALL FEES REQUIRED BY VILLAGE ORDINANCES, ANNEXATIONS AGREEMENTS, RECAPTURE AGREEMENTS OR OTHER AGREEMENTS PERTAINING TO THE LAND INCLUDED IN THIS PLAT.

DATED THIS DAY _____ OF _____ 20____

VILLAGE TREASURER

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) SS
KENDALL/KANE COUNTY)

I, _____ VILLAGE ENGINEER OF THE VILLAGE OF MONTGOMERY, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREOF, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED THIS DAY _____ OF _____ 20____

VILLAGE ENGINEER

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) SS
KENDALL/KANE COUNTY)

I, _____ VILLAGE CLERK OF THE VILLAGE OF MONTGOMERY, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MONTGOMERY AT ITS MEETING HELD ON THE _____ DAY OF _____ 20____ AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF THE VILLAGE.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF MONTGOMERY, ILLINOIS, THIS _____ DAY OF _____ 20____

VILLAGE CLERK

VILLAGE PRESIDENT

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
KENDALL/KANE COUNTY)

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION HAVE REVIEW AND APPROVED THE ANNEXED PLAT.

DATED THIS DAY _____ OF _____ 20____

CHAIRMAN

SECRETARY

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
KENDALL COUNTY)

I, _____ COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, OR UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, THIS _____ DAY OF _____ 20____

COUNTY CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
KENDALL/KANE COUNTY)

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION HAVE REVIEW AND APPROVED THE ANNEXED PLAT.

DATED THIS DAY _____ OF _____ 20____

CHAIRMAN

SECRETARY

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT, ON BEHALF OF W-T LAND SURVEYING, INC., I, FRANJO I. MATIĆ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND PREPARED FOR SUBDIVISION PURPOSES THE PROPERTY LEGALLY DESCRIBED HEREON AS SHOWN BY THE PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION. ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

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, ILLINOIS

AND ALSO

LOT 18 IN BLACKBERRY CREEK RESUBDIVISION, BEING A RE-SUBDIVISION 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, ILLINOIS

WE FURTHER CERTIFY THAT THIS LAND IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF MONTGOMERY, ILLINOIS WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE ILLINOIS MUNICIPAL CODE. IT IS FURTHER CERTIFIED BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17093C0035H, EFFECTIVE JANUARY 8th, 2014, THAT THE DESCRIBED PROPERTY IS LOCATED WITHIN ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D. _____

BY: FRANJO I. MATIĆ - PLS #035-003556 EXPIRES 11/30/2016

VILLAGE & PUBLIC UTILITY EASEMENT:

THE VILLAGE OF MONTGOMERY IS HEREBY GIVEN EASEMENT RIGHTS TO ALL PLATTED EASEMENTS DESIGNATED "VILLAGE UTILITY EASEMENT" OR "V.U.E." AND IS HEREBY GIVEN EASEMENT RIGHTS, JOINTLY WITH PUBLIC UTILITIES, TO ALL PLATTED EASEMENTS DESIGNATED AS "UTILITY EASEMENT" OR "U.E." SAID EASEMENTS SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME, ABOVE GROUND AND UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER SYSTEM, SANITARY SEWER SYSTEM, STORM DRAINAGE SYSTEM OF THE VILLAGE OF MONTGOMERY, AND ANY OTHER UTILITY EXPRESSLY PERMITTED BY THE VILLAGE. THESE EASEMENTS MAY BE GRADED AS SWALES TO RECEIVE LOCAL SURFACE DRAINAGE. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. TREES SHALL ONLY BE ALLOWED TO BE PLACED IN SUCH LOCATIONS IN THE EASEMENT AS ARE APPROVED BY THE VILLAGE STAFF TO AVOID ACTUAL CONFLICTS WITH UTILITIES.

THE VILLAGE OF MONTGOMERY AND ITS REPRESENTATIVES SHALL, AT THEIR SOLE DISCRETION, REQUIRE ANY FENCE, STRUCTURE OR OTHER OBSTRUCTION THAT IS ERRECTED WITHIN A PUBLIC UTILITY EASEMENT, VILLAGE UTILITY EASEMENT, UTILITY EASEMENT, DRAINAGE EASEMENT OR STORMWATER MANAGEMENT EASEMENT, BE REMOVED AT NO COST TO THE VILLAGE. THE COST OF REMOVAL AND REPLACEMENT OF ANY OBSTRUCTION AND ANY OTHER VILLAGE EXPENSES ASSOCIATED THEREWITH, SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY UPON WHICH THE EASEMENT OBSTRUCTION IS LOCATED.

THE VILLAGE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY; PROVIDED, HOWEVER, THAT THE VILLAGE SHALL BE OBLIGATED FOLLOWING MAINTENANCE WORK TO 1) STABILIZE ALL SURFACES (IN ANY MANNER SUITABLE TO THE VILLAGE) SO AS TO RETAIN SUITABLE DRAINAGE, 2) TO REMOVE ALL EXCESS DEBRIS AND SPILL AND 3) TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

- LEGEND**
- SUBDIVISION BOUNDARY
 - UNDERLYING LOT LINES
 - - - - - PROPOSED EASEMENT LINES
 - - - - - EXISTING EASEMENT LINES
 - ▨ EXISTING EASEMENT HEREBY VACATED
 - - - - - EXISTING SETBACK LINE
 - - - - - EXISTING PROPERTY LINES
 - (XXX.XX) RECORD BEARINGS & DISTANCES

UTILITY COMPANY CERTIFICATE

VACATED UTILITY EASEMENT APPROVED AND ACCEPTED BY COMCAST.

DATED THIS DAY _____ OF _____ 20____

COMCAST

VACATED UTILITY EASEMENT APPROVED AND ACCEPTED BY COMMONWEALTH EDISON.

DATED THIS DAY _____ OF _____ 20____

COMMONWEALTH EDISON

VACATED UTILITY EASEMENT APPROVED AND ACCEPTED BY NICOR.

DATED THIS DAY _____ OF _____ 20____

NICOR

VACATED UTILITY EASEMENT APPROVED AND ACCEPTED BY AT&T.

DATED THIS DAY _____ OF _____ 20____

AT&T

NOTES:

1. FIELD WORK COMPLETED ON 09/14/15
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 PER DOC. # 200700030095.
4. ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

SURVEYOR'S DESIGNATION OF RECORDING CERTIFICATE

I, FRANJO I. MATIĆ, A REGISTERED LAND SURVEYOR, IN THE STATE OF ILLINOIS, HEREBY DESIGNATE:

TO RECORD A CERTAIN PLAT OF SUBDIVISION KNOWN AS "FINAL PLAT OF FULLERS MONTGOMERY SUBDIVISION" WITH THE KENDALL COUNTY RECORDER OF DEEDS. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER 765 ILCS 205/2.

DATE _____

FRANJO I. MATIĆ - PLS #035-003556 EXPIRES 11/30/2016

JOB :	S15402
SHEET	DRAWN : MWO
SUB-1	BOUNDARY : FIM
	FIELD WORK : MDM
OF ONE SHEETS	CHECK : FIM

FINAL PLAT OF SUBDIVISION

W-T LAND SURVEYING, INC.
LAND AND CONSTRUCTION SURVEYORS

2675 Pratum Avenue
Hoffman Estates, Illinois 60192
PH: (224) 293-6333 FAX: (224) 293-6444
www.wtengineering.com

IL License No: 184-004387 Exp: 04/30/16

REVISIONS	DATE	BY
ISSUED FOR REVIEW	12/21/15	MO
ADDRESSED VILLAGE COMMENTS	1/20/16	MO



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	___	___	___	___

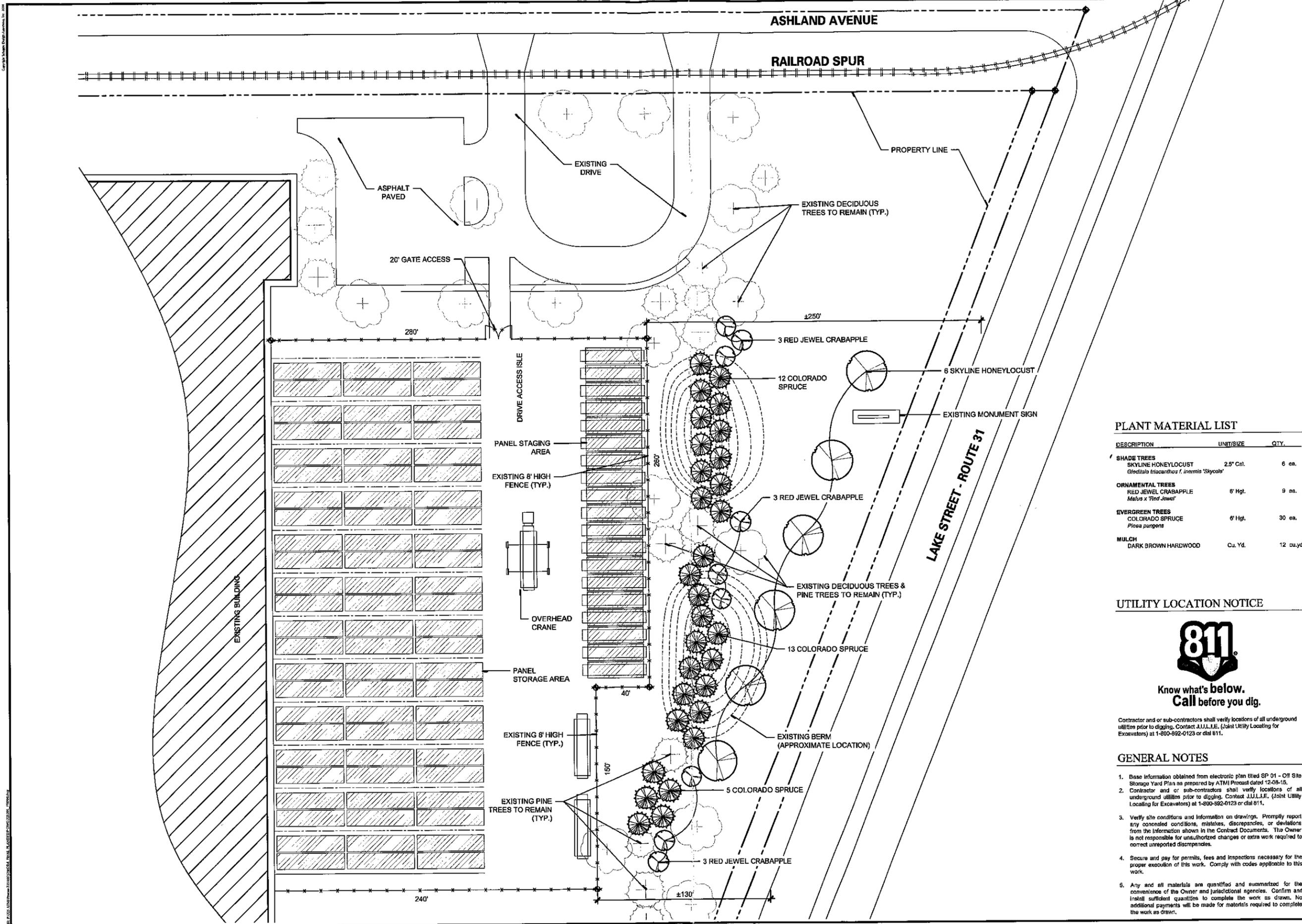
LIST OF EXHIBITS

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



PLANT MATERIAL LIST

DESCRIPTION	UNIT/SIZE	QTY.
SHADE TREES		
SKYLINE HONEYLOCUST <i>Gleditsia triacanthos f. inermis 'Skyline'</i>	2.5" Cal.	6 ea.
ORNAMENTAL TREES		
RED JEWEL CRABAPPLE <i>Malus x 'Red Jewel'</i>	6" Hgt.	9 ea.
EVERGREEN TREES		
COLORADO SPRUCE <i>Picea pungens</i>	6" Hgt.	30 ea.
MULCH		
DARK BROWN HARDWOOD	Cu. Yd.	12 cu.yd.

UTILITY LOCATION NOTICE



**Know what's below.
Call before you dig.**

Contractor and/or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. (Joint Utility Locating for Excavators) at 1-800-992-0123 or dial 811.

GENERAL NOTES

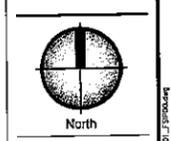
- Base information obtained from electronic plan titled SP 01 - Off Site Storage Yard Plan as prepared by ATMI Precast dated 12-09-15.
- Contractor and/or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. (Joint Utility Locating for Excavators) at 1-800-992-0123 or dial 811.
- Verify site conditions and information on drawings. Promptly report any concealed conditions, mistakes, discrepancies, or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or extra work required to correct unreported discrepancies.
- Secure and pay for permits, fees and inspections necessary for the proper execution of this work. Comply with codes applicable to this work.
- Any and all materials are quantified and summarized for the convenience of the Owner and jurisdictional agencies. Confirm and install sufficient quantities to complete the work as drawn. No additional payments will be made for materials required to complete the work as drawn.

Prepared By:
scdp
Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

Prepared For:
ATMI PRECAST
930 Ridgeway Avenue
Aurora, IL 60506

Project Name:
Offsite Storage Facility
ATMI Precast - CenterPoint
900 Knoll Road - Montgomery, IL 60538

Sheet Name:
LANDSCAPE PLAN



Revisions
Date: 2015-12-23
Scale: 1" = 30'
Job #: 316.001.02
Drawn: C. Funkehouse
File #: 325.001_FSIP00.dwg
SHEET: L1.0

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325.001_FSIP00



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

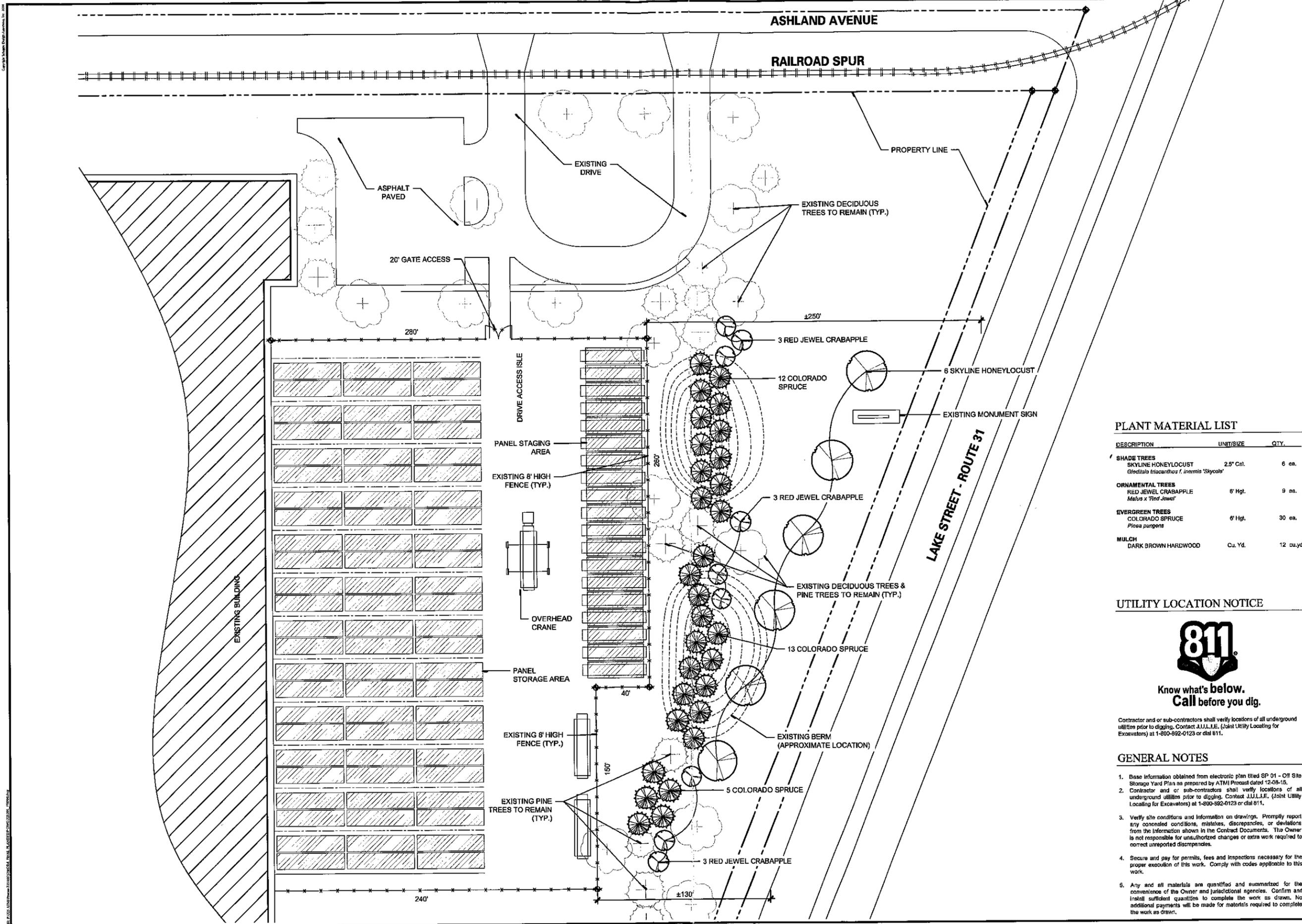
Exhibit A Legal Description of Property

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



PLANT MATERIAL LIST

DESCRIPTION	UNIT/SIZE	QTY.
SHADE TREES		
SKYLINE HONEYLOCUST <i>Gleditsia triacanthos f. inermis 'Skyline'</i>	2.5' Cal.	6 ea.
ORNAMENTAL TREES		
RED JEWEL CRABAPPLE <i>Malus x 'Red Jewel'</i>	6' Hgt.	9 ea.
EVERGREEN TREES		
COLORADO SPRUCE <i>Picea pungens</i>	6' Hgt.	30 ea.
MULCH		
DARK BROWN HARDWOOD	Cu. Yd.	12 cu.yd.

UTILITY LOCATION NOTICE



**Know what's below.
Call before you dig.**

Contractor and/or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. (Joint Utility Locating for Excavators) at 1-800-992-0123 or dial 811.

GENERAL NOTES

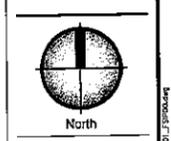
- Base information obtained from electronic plan titled SP 01 - Off Site Storage Yard Plan as prepared by ATMI Precast dated 12-09-15.
- Contractor and/or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. (Joint Utility Locating for Excavators) at 1-800-992-0123 or dial 811.
- Verify site conditions and information on drawings. Promptly report any concealed conditions, mistakes, discrepancies, or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or extra work required to correct unreported discrepancies.
- Secure and pay for permits, fees and inspections necessary for the proper execution of this work. Comply with codes applicable to this work.
- Any and all materials are quantified and summarized for the convenience of the Owner and jurisdictional agencies. Confirm and install sufficient quantities to complete the work as drawn. No additional payments will be made for materials required to complete the work as drawn.

Prepared By:
scdp
Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

Prepared For:
ATMI PRECAST
930 Ridgeway Avenue
Aurora, IL 60506

Project Name:
Offsite Storage Facility
ATMI Precast - CenterPoint
900 Knoll Road - Montgomery, IL 60538

Sheet Name:
LANDSCAPE PLAN



Revisions
Date: 2015-12-23
Scale: 1" = 30'
Job #: 316.001.02
Drawn: C. Funkehouse
File #: 325.001_FSIP00.dwg
SHEET: L1.0

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