

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, July 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).
- B. Proclamation Designating National Night Out.

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 July 11, 2016.
- B. Executive Session Minutes of June 13, 2016.
- C. Accounts Payable through July 21, 2016 in the Amount of \$1,251,072.98.
- D. Accounts Receivable Report for June 2016.
- E. Ordinance 1730 Creating a Class G Liquor License Request for Pig Dog Pub (Waiver of First and Passage on Second Reading).
- F. Ordinance 1731 Text Amendment to Section 13.0 of the Village Ordinance (Off Street Parking) (Second Reading).
- G. Ordinance 1732 Sign Ordinance Update Sections 12.01, 12.02, 12.03, 12.04, 12.09, 12.10 and 12.11 (Second Reading).

6. Items for Separate Action

- A. Resolution 2016-007 Authorizing the Execution of Agreements with the Illinois Commerce Commission for the Light Road Railroad Crossing. (To Be Distributed)
- B. Professional Services Agreement with Engineering Enterprises, Inc. for Design Engineering for the 2017 MFT and Infrastructure Road Program in the Amount of \$244,000.00.
- C. Ordinance 1734 Authorizing the Execution of the Sales Tax Incentive Agreement with Inland National Development Corporation (First Reading).

7. Items for Discussion

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

- A. Liquor License Request from Cardinal Liquor Depot.
- B. TIF #1 Projects.

C. Water Works System Master Plan.

8. New or Unfinished Business

9. Future Meetings

- A. Plan Commission – Thursday, August 4, 2016 at 7:00 p.m.
- B. Village Board Meeting – Monday, August 8, 2016 at 7:00 p.m.
- C. Committee of the Whole Meeting – Tuesday, August 16, 2016 at 7:00 p.m.
- D. Beautification Committee – Wednesday, August 17, 2016 at 6:00 p.m.
- E. Village Board Meeting – Monday, August 22, 2016 at 7:00 p.m.
- F. Historic Preservation Commission – Monday, September 19, 2016 at 6:30 p.m.

10. Executive Session

11. Adjournment



FOUNDED 1835
200 NORTH RIVER STREET / MONTGOMERY ILLINOIS 60538

Proclamation National Night Out August 2, 2016

WHEREAS, the National Association of Town Watch is sponsoring a unique, nationwide crime, drug and violence prevention program called "National Night Out"; and

WHEREAS, the "Annual National Night Out" provides a unique opportunity for the Village of Montgomery to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, it is essential that all citizens of the Village of Montgomery be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in the Village of Montgomery; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program;

NOW, THEREFORE, I, Matthew T. Brolley, Village President, do hereby call upon all citizens of the Village of Montgomery to join the Montgomery Police Department and the National Association of Town Watch in supporting the "Annual National Night Out".

FURTHER, LET IT BE RESOLVED THAT, I, Matthew T. Brolley, Village President, do hereby proclaim **Tuesday, August 2, 2016** as "**NATIONAL NIGHT OUT**" in the Village of Montgomery.

Dated this 25th day of July 2016.

Attest:

Matthew T. Brolley
Village President

Tiffany Francis
Village Clerk

Trustee Lee called the meeting to order at 7:03 p.m. A moment of silence was taken to remember those lives that were taken in the Dallas attacks.

Trustee Lee asked Chief of Police Daniel Meyers to lead everyone in the Pledge of Allegiance.

Trustee Sperling moved **to appoint Trustee Lee as Village President Pro Tem** in the absence of President Brolley. Trustee Jungermann seconded this motion.

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

Roll Call

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

Also present: Attorney Laura Julien, Village Administrator Jeff Zoepfel, Chief of Police Daniel Meyers, 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).

There were no public comments this evening.

Consent Agenda

- A. Minutes of the Village Board Meeting of June 27, 2016.
- B. Building Report for June 2016.
- C. Accounts Payable through July 7, 2016 in the Amount of \$821,122.70.
- D. Cancellation of July 19th Committee of the Whole Meeting.

Trustee Heinz **moved to approve items A-D on the Consent Agenda.** 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.

Items for Separate Action

A. Recommendation of the Plan Commission 2016-017Z Regarding Off Street Parking – Text Amendment to Section 13 of the Zoning Ordinance.

Director of Community Development Rich Young gave an overview of this item. This is a modification of the off-site parking requirements due to various reasons that he outlined.

Trustee Jungermann moved to **approve the Recommendation of the Plan Commission 2016-017Z Regarding Off Street Parking – Text Amendment to Section 13 of the Zoning Ordinance.** 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.

B. Ordinance 1731 Text Amendment to Section 13.0 of the Village Ordinance (Off Street Parking) (First Reading).

This was the first reading, therefore, there was no action taken.

C. Recommendation of the Plan Commission on PC 2016-018 Z Regarding Signs - Text Amendment to Section 12 of the Zoning Ordinance.

Director Young said the Supreme Court ruling that took place earlier in the year affects this amendment. He detailed the specifics of the sign code and the changes that have been made with the assistance of Village Attorney Laura Julien. He then spoke regarding the research that has been and will be done in regards to the illumination of the signs. Other portions will be brought to the Board in the future; however, staff felt this was necessary to bring to the Board to be in compliance with the Supreme Court Ruling. Staff is recommending amendments to sections 1201-1204 and the new sections 1209, 1210 and 1211.

Trustee Lee stated that the Plan Commission's recommendation was affirmative.

Trustee Marecek moved to **approve the Recommendation of the Plan Commission on PC 2016-018 Z Regarding Signs - Text Amendment to Section 12 of the Zoning Ordinance.** 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.

D. Ordinance 1732 Sign Ordinance Update Sections 12.01, 12.02, 12.03, 12.04, 12.09, 12.10 and 12.11 (First Reading).

This was the first reading, therefore, there was no action taken.

E. Purchase of 2016 GMC Pickup Truck (Replacement of Unit #271).

Director Hoppenstedt said that since the 2017 model of this vehicle has not been released, it would be a few months before they could order and there would be further delays to build a specialized truck. They contacted Coffman Truck Sales and they found a 2016 vehicle that fits all the Village's needs at another dealership. The total cost of the vehicle would be \$32,581 and it needs an additional \$2,400 in upfitting of various parts.

Trustee Jungermann asked if it is possible to put a plow on this truck if necessary. Director Hoppenstedt stated that they could put a plow on this vehicle; however, it is a bit undersized. He also explained that due to the new replacement vehicles they have one additional vehicle for plowing than they had last year. Trustee Lee clarified that the color of the truck was white.

Trustee Bond moved to **approve the Purchase of 2016 GMC Pickup Truck (Replacement of Unit #271).** 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 Discussion

A. Sales Tax Incentive Agreement and Liquor License Request for Binny's Beverage Depot.

Mr. David Howat representing Inland National Development Corporation for Ogden Hill spoke in regards to the former Office Depot store. Binny's Beverage Depot is interested in the space. They are a very high quality operator with ancillary economic benefits. However, their needs place significant burdens on the landlord, and thus the reason for the incentive request. Inland has been courting Binny's for some time and they have expressed an interest to proceed with this quickly. Mr. Howat then stated he is requesting the Board's consideration with expediency.

Trustee Lee asked when they would sign the lease. Mr. Howat stated that as soon as they can prepare the lease.

Trustee Heinz asked for clarification on the sales tax incentive. Village Administrator Zoepfel stated that staff is currently working on the details of the incentive. Trustee Lee stated his concerns regarding the sales tax incentive. He then also spoke in regards to the quality of the business and knows that this location will bring in customers.

Trustee Sperling clarified that this request is strictly for the Binny's location. Mr. Howat stated that is correct.

Trustee Jungermann stated that he is confident that all parties will be able to an agreement that is acceptable to the Village Board as well as Binny's. He then welcomed Binny's to the Village.

Village Administrator Zoepfel detailed that the goal is to get a consensus to allow staff to work with Mr. Howat and Inland to come to terms on an agreement as well as to get the go ahead to complete the background checks for the liquor license.

The Board was in consensus to move forward with the background checks for the liquor license.

New or Unfinished Business

Trustee Lee stated that he is happy to see that the tracks at the Webster Street crossing are finished.

Trustee Sperling asked Director Hoppenstedt for an update regarding a possible nursery on Village property. Director Hoppenstedt stated that they have evaluated the idea, and detailed various points in regards to their research of the request. Director Hoppenstedt said it is staff's recommendation that they do not have the staff manpower to be able to see this through successfully. He detailed other agencies that have tried this and were not successful. He stated that he likes the idea; however, in the long run he believes they are paying less by purchasing from a company.

Trustee Heinz asked about the company doing the cable work on Briarcliff. He asked if the company would be fixing the dirt piles. Director Hoppenstedt stated that by permit they are to do the restoration. He stated that sod is not required in the permit. He then stated that there are about 30-45 days allowed and requested that

residents stay patient until fall due the lack of growth that would be seen if they were to plant now. Director Hoppenstedt stated that he will follow up with the company and get back to the Board.

Trustee Lee commented that the alleys look outstanding. Director Hoppenstedt stated that he appreciates the feedback and stated that he believes it was a success. He then stated that the engineers were able to see the results during a recent storm.

Trustee Bond asked if there has been any feedback on the water treatment upgrade for the downtown area. Director Hoppenstedt stated that they have not heard any negative feedback and continue to monitor it and have continued to do the flushing. Trustee Jungermann asked if the Village has gotten any feedback from Mr. Kennedy. Director Hoppenstedt stated that they have not and he anticipates calling him to check in.

Future Meetings

- A. Historic Preservation Commission – Monday, July 18, 2016 at 6:30 p.m.**
- B. Committee of the Whole Meeting – Tuesday, July 19, 2016 at 7:00 p.m. (Cancelled)**
- C. Beautification Committee – Wednesday, July 20, 2016 at 6:00 p.m.**
- D. Village Board Meeting – Monday, July 25, 2016 at 7:00 p.m.**

Executive Session – No Executive Session

Adjournment: 7:30 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
July 25, 2016

<u>All Departments</u>	<u>Amount</u>
Alarm Detection	6,320.52
EEI	71,394.12
Mickey Wilson	8,661.16
Responsive	4,411.00
Shoretel	2,945.11

Community Development/Building Department

Bristol Kendall Fire P.D.	200.00
Cannonball Mechanical Paul L. Buddy	400.00
Canon Financial	280.07
Chicago Tribune	255.46
EEI	71,394.12
GMACC (donation for golf outing)	300.00
Kendall County Recorder	49.00
Oswego Fire P.D.	203.39
Oswego Library District	390.00
Oswego Park District	3,160.34
Oswego School District	7,209.48
Oswego School District (Land Cash)	4,860.16
PRI	917.50
Thompson Elevator	100.00
Twin Oaks	800.00
Twin Oaks	800.00

Elected Officials

Dell	1,524.51
Fox Valley Park District	75.00
Van Duser	75.00

Finance Department/Water Billing

Azavar Audit	1,666.39
IDOT	39,535.41
US Bank	450.00
US Bank	350.00
Water refunds	236.64

Human Resources/Payroll

Aflac	461.58
International Union of Operating Engineers	255.00
International Union of Operating Engineers	1,069.64
Legal Shield	254.04
Nationwide 457	435.00
Nationwide IRA	100.00
Provident Life & Accident	720.66

Rush Copley Healthcare	383.00
Shaw Media	264.89
State Disbursement Unit	957.53

Police Department

Capital Printing	238.80
Comcast	272.01
Fullers Car Wash	225.00
Fulton Technologies	381.92
Galls, LLC	160.80
Verizon	722.19

Public Works Department

Alarm Detection	20,280.00
Apex	528.47
Carroll Distributing	131.67
Clarke Environmental	8,291.00
ComEd	70.98
ComEd	5,298.51
Constellation	21,080.22
Dorner	1,051.19
Dutek	290.00
Eurofins	2,100.00
Factory Motor Parts	523.94
Firestone	443.52
Geneva Construction	798,771.88
G&K	564.60
ILLCO	71.58
JX Peterbilt	101,413.00
Kendall County Concrete	1,132.50
Kimball Midwest	753.48
Kline's	5,650.00
McCann	808.03
Menards	601.63
My Office Products	114.00
Nicor	160.74
Organic Sediment Removal Systems	19,900.00
Parent Petroleum	55.00
Pizzo	10,748.94
Republic Services	780.00
Riverview Ford	2,787.37
Ron Westphal	326.41
Temple Display	3,646.88
UPS	19.87
Utility Dynamics	827.00
Van's Lock Key	19.75
Water Products	490.00
Wholesale Direct	1,265.38

Village Administrator's Office/Village Hall

Engler, Callaway	4,209.00
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Grand Total	<u><u>1,251,072.98</u></u>
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VILLAGE OF MONTGOMERY - WATER DEPARTMENT

ACCOUNTS RECEIVABLE REPORT FOR JUNE, 2016

ACCOUNTS RECEIVABLE BALANCE - END OF LAST MONTH **\$ 981,823.67**

WATER BILLING ACTIVITY

	1,000 Gals.	Water Charge	Service Charge	Totals
MONTGOMERY				
Residential	336	\$1,808.64	\$516.85	\$2,325.49
Commercial & Ind.				
Bulk water				
Totals	336	\$1,808.64	\$516.85	\$2,325.49
OUT OF TOWN				
Boulder Hill Residential	135	\$879.12	\$176.61	\$1,055.73
Boulder Hill Commercial				
Blackberry	3	\$19.65		\$19.65
Totals	138	\$898.77	\$176.61	\$1,075.38
WATER METER CHARGES				\$ -
TAP ON & FOOTAGE FEES				\$ -
CODE VIOLATIONS				\$ -
MISCELLANEOUS CHARGES				
TOTAL WATER BILLING	474	\$2,707.41	\$693.46	\$3,400.87

OTHER CHARGES

SEWER				\$ 330.35
PENALTIES				
BHINF				\$ 671.50
ADJUSTMENTS				\$ 1,848.84
MISC - GARBAGE				\$ 1,736.61
TOTAL OTHER CHARGES				\$ 4,587.30

LESS: PAYMENTS RECEIVED DURING THE MONTH **\$ 719,697.94**

ACCOUNTS RECEIVABLE BALANCE - END OF CURRENT MONTH **\$ 270,113.90**

MONTGOMERY PUBLIC WORKS-WATER PRODUCTION REPORT

PUMPAGE TO PLANT

WELL NO. 3		0.047	MG
WELL NO. 4		22.978	MG
WELL NO. 10		0.007	MG
WELL NO. 11		10.125	MG
WELL NO. 12		0.000	MG
WELL NO. 13		0.061	MG
SUBTOTAL		33.219	MG

DIRECT DISTRIBUTION PUMPAGE

WELL NO. 8		14.886	MG
WELL NO. 14		11.568	MG
WELL NO. 15		11.245	MG
LESS WATER USED IN PROCESS:		0.788	MG
SUBTOTAL		36.910	MG

TOTAL PUMPAGE

SUBTOTAL		70.129	MG
LESS WATER USED IN LSWTP PROCESS:			
FILTER BACKWASH		0.693	MG
CONCENTRATOR BACKWASH		0.096	MG
TOTAL TO DISTRIBUTION		69.340	MG

MONTHLY PRODUCTION SUMMARY

DAILY MAXIMUM		3.267	MG
DAILY MINIMUM		1.407	MG
DAILY AVERAGE		2.364	MG

ESTIMATED WATER DISTRIBUTION LOSS

0	2 INCH WATER MAIN BREAKS	0	GAL
0	3 INCH WATER MAIN BREAKS	0	GAL
0	4 INCH WATER MAIN BREAKS	0	GAL
1	6 INCH WATER MAIN BREAKS	1,915,200	GAL
0	8 INCH WATER MAIN BREAKS	0	GAL
0	10 INCH WATER MAIN BREAKS	0	GAL
0	12 INCH WATER MAIN BREAKS	0	GAL
Misc.	HYDRANT FLUSHING	847,500	GAL
TOTAL ESTIMATE		2,762,700	GAL

WATER SYSTEM SERVICE/REPAIRS

0	SERVICE LINE REPAIRS
4	B-BOX REPAIRS
7	VALVE BOXES
193	PUBLIC WORKS SERVICE ORDERS
Fox Metro	SHUT OFF NOTICES
56	SHUT OFFS
-	METER READS



**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: Rich Young, Acting Village Administrator

Date July 20, 2016

B of T Date: July 25, 2016

Subject: Ordinance 1730 Creating a Class G Liquor License Request for Pig Dog Pub

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

Background/Policy Implications:

Pig Dog Pub has requested a "Class G" liquor license, which would authorize the retail sale of alcoholic beverages for consumption on the premises inside a restaurant. Pursuant to the Board's prior discussions, the attached ordinance has been drafted granting this request.

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

Review:

Acting Village Administrator Rich Young

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. 1730

**AN ORDINANCE AMENDING VILLAGE CODE SECTION 3-9
VILLAGE OF MONTGOMERY, ILLINOIS
(PIG DOG PUB)**

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. 1730

**AN ORDINANCE AMENDING VILLAGE CODE SECTION 3-9
OF THE VILLAGE OF MONTGOMERY, ILLINOIS
(PIG DOG PUB)**

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, pursuant to the powers granted to it under 65 ILCS 5/1-1 et seq.; and,

WHEREAS, the establishment generally known as *Pig Dog Pub* has indicated a desire to obtain a Class “G” Liquor License; and,

WHEREAS, there are currently no such Class “G” Liquor Licenses available; and,

WHEREAS, the Village of Montgomery Board of Trustees finds it is in the best interests of the citizens of the Village of Montgomery to amend Village Code Section 3-9 with regard to the aforementioned proposition;

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:

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

“Class “G” Ten (10)”

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

SECTION TWO: GENERAL PROVISIONS

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

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

EFFECTIVE DATE: This Ordinance shall be in full force and effect 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 Peter Heinz	___	___	___	___
Trustee Steve Jungermann	___	___	___	___
Trustee Denny Lee	___	___	___	___
Trustee Doug Marecek	___	___	___	___
Trustee Theresa Sperling	___	___	___	___
Village President Matthew Brolley	___	___	___	___



**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: Rich Young, Acting Village Administrator

Date: July 20, 2016

B of T Date: July 25, 2016

Subject: Ordinance 1731 Text Amendment to Section 13.03 of the Village Zoning Ordinance

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

Background/Policy Implications:

The enclosed text amendment provides the opportunity for certain properties within the Village to engage in land banking for parking facilities upon the fulfillment of certain conditions and approval by the Director of Community Development. Upon review by the Planning Commission, it was recommended that this be limited to properties located within the Manufacturing District. The redlines contained within the draft ordinance reflect the Planning Commission's recommendation.

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

Review:

Acting Village Administrator Rich Young

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. 1731

**AN ORDINANCE AMENDING
SECTION 13.03 OF THE VILLAGE ZONING ORDINANCE
OF THE VILLAGE OF MONTGOMERY, ILLINOIS
(OFF STREET PARKING AND LOADING)**

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. 1731

**AN ORDINANCE AMENDING
SECTION 13.03 OF THE VILLAGE ZONING ORDINANCE
OF THE VILLAGE OF MONTGOMERY, ILLINOIS
(OFF STREET PARKING AND LOADING)**

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, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Village of Montgomery Board of Trustees finds that it is in the best interests of the citizens of the Village of Montgomery to amend Section 13.03 (Additional Regulations – Parking) of the Village’s Zoning Ordinance with regard to off-street parking, to include an additional provision pertaining to land banking opportunities for parking facilities located within Manufacturing Districts; and

WHEREAS, the Village of Montgomery Board of Trustees has determined that amending the Village’s Zoning Ordinance in this manner will help provide greater flexibility for property and business owners throughout the Village; 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:

Section 13.03 (Additional Regulations- Parking) of the Village Zoning Ordinance is hereby amended to add the following Section 13.05(6). All other provisions shall remain in full force and effect:

13.03 (6) LAND BANKING IN MANUFACTURING DISTRICTS.

Upon approval by the Community Development Department and when geographically feasible, ~~nonresidential uses~~ manufacturing district users shall be allowed to provide open space in lieu of parking which can be readily converted to parking facilities. The design of the parking facilities to be constructed within a land banked area, if converted, must comply with the off-site parking requirements as set forth elsewhere in this ordinance at the time the land bank is approved.

The owner of the property to be land banked shall submit a detailed land bank parking plan for review and approval by the Director of Community Development. The plan shall show full compliance with the parking regulations of this ordinance, the proposed reduced number of

parking spaced to be provided and the land banked area set aside as open space.

Following notice to the property owner, the Village based on increased parking demand shall have the right, in its sole discretion to require the property owner or successor to construct all or a portion of the required parking within the land banked area.

As a condition of approval, the property owner shall file with the County Recorded a covenant in a form and substance approved by the Village Attorney, which outlines the conditions of the land bank.

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	___	___	___	___



**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: Rich Young, Acting Village Administrator

Date July 20, 2016

B of T Date: July 25, 2016

Subject: Ordinance 1732 Text Amendment to Sections 12.01, 12.02, 12.03, 12.04, 12.09, 12.10 and 12.11 of the Village's Zoning Ordinance

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

Background/Policy Implications:

The enclosed text amendment provides an update with regard to certain provisions of the Village's sign ordinance and also brings it into conformity with recent changes to the laws regulating signs. The Planning Commission has recommended approval of these provisions.

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

Review:

Acting Village Administrator Rich Young

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. 1732

**AN ORDINANCE AMENDING
SECTION 12 OF THE VILLAGE ZONING ORDINANCE
OF THE VILLAGE OF MONTGOMERY, ILLINOIS
(SIGNS)**

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. 1732

**AN ORDINANCE AMENDING
SECTION 12 OF THE VILLAGE ZONING ORDINANCE
OF THE VILLAGE OF MONTGOMERY, ILLINOIS
(SIGNS)**

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

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

WHEREAS, the Village of Montgomery Board of Trustees finds that it is in the best interest of the citizens of the Village of Montgomery to amend certain provisions of Section 12 (Signs) of the Village's Zoning Ordinance; and,

WHEREAS, the Village of Montgomery Board of Trustees has determined that amending the Village's Zoning Ordinance in this manner is in the general interest of the health, safety, and welfare of its citizens and will help clarify its rules and regulations regarding signage throughout the Village; 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:

Section 12.01 (Purpose) of the Village Zoning Ordinance is hereby amended to read as follows. All other provisions shall remain in full force and effect:

12.01 PURPOSE.

The purpose of the Signs section of the Zoning Ordinance is to create a comprehensive, legal framework to regulate the design, installation and maintenance of signs, to promote clear communication between individuals and their surroundings and to promote the health, safety, and wellbeing of the community through limiting visual congestion to pedestrians and distractions to motorists. This section is adopted for the following purposes:

- A. To provide uniform regulations and content-neutral sign standards that respect the first amendment rights of all citizens, merchants, property owners and guests of the Village.
- B. To promote a positive Village image exhibiting order and harmony to strengthen the economic vitality of the Village, and to enhance the visual environment and the property

values of the Village by creating clear and consistent standards that culminate into an aesthetically pleasing environment for Village residents, businesses and guests.

- C. To protect pedestrians and motorists from any damage or injury resulting from distracting and improperly located signage that is created by certain unsafe signs.

Section 12.02 (Interpretation) of the Village Zoning Ordinance is hereby amended to read as follows. All other provisions shall remain in full force and effect:

12.02 INTERPRETATION

1. Interpretation of the sign ordinance is at the discretion of the Director of Community Development. Any objections to the Director's decision can be appealed to the Zoning Board of Appeals through the appeals process outlined in Chapter 14 of this ordinance.
2. When a sign type is not specifically listed in the sections devoted to permitted signs, it shall be assumed that such signs are hereby expressly prohibited. If it is determined by the Director of Community Development that said sign is similar to and not more objectionable than signs listed, such signs may then be permitted.
3. Table 12.1 is intended to summarize the permitted sign types, but to be interpreted along with the additional regulations herein.
4. If any provision herein is declared to be unenforceable or invalid, the remainder of the ordinance shall remain in full force and effect.

Section 12.03 (General Regulations) of the Village Zoning Ordinance is hereby amended to read as follows. All other provisions shall remain in full force and effect:

12.03 GENERAL REQUIREMENTS

The provisions set forth in paragraph 12.03 shall apply to all signs, permanent or temporary.

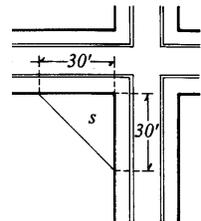
1. *Requirement for Permit.* It shall be unlawful for any person to construct, install, alter or relocate any sign within the Village that requires a permit as indicated in Table 12.1 of this chapter, without first obtaining a building permit.
2. *Obstruction.* No sign shall be erected to block any required access way, roof access, fire escape, door or any other access point required by the Village Building Code or Fire Protection District. Windows are not allowed to be blocked with the exception of those restrictions found in the following sections of this chapter.
3. *Public Right-of-Way.* No sign or accessory to a sign shall be located within the public right-of-way, unless otherwise provided herein. Notwithstanding the foregoing, this provision shall not apply to signs located by a governmental body for the purpose of providing traffic control, traffic information, and traffic safety.

4. *Measurements.* All measured distances or standards shall be to the nearest integer; if a fraction is one-half (1/2) or less, the integer below shall be taken.

5. *Height.* Height of signs shall be measured to the highest point thereon from the grade level directly below the sign, prior to any berming, with the exception for ground signs found herein.

6. *Setbacks.* No sign shall be placed closer than five (5) feet to any lot line unless otherwise regulated herein. Temporary signs shall be located on less than one (1) foot from the property line not obstructing view to the flow of traffic.

7. *Corner Sight Triangles.* Within a part of the year of open area of a corner lot included within a triangular area of thirty (30) feet from the point of intersection of two (2) street right-of-way lines forming such corner lot or driveway edge of pavement and right-of-way line, no sign shall be constructed having a height of more than thirty (30) inches above grade at the centerline of the streets adjacent thereto.



8. *Illumination.* Signs are allowed to be internally illuminated. Signs with external illumination shall be constant in intensity and color. External illumination shall be shaded, shielded, or directed so as not to cause glare in the public right-of-way, so as not to cause traffic hazards and obstructions, or to neighboring properties. All illuminated signs shall have an external disconnect and be listed with the Underwriters Laboratories (UL). Refer to Section 12.07 for illumination restrictions for electronic message boards. Additional illumination standards are based on the sign type and are discussed in the following sections of the Sign Ordinance.

9. *Wind Pressure and Dead Load Requirement.* All signs shall be designed and constructed to withstand a wind pressure of thirty (30) pounds per square foot and shall be constructed to receive dead loads as required in the Village Building Code and other applicable Village ordinances, and any amendments thereto which the Village may adopt from time to time.

10. *Wooden Signs.* Wooden signs are only allowed as projecting signs. Refer to Section 12.07 for more information on projecting signs.

11. *Glass.* All glass that is part of a sign shall be safety glass.

12. *Design Requirements.* All ground signs shall be designed per applicable building code requirements.

Section 12.04 (Maintenance and Removal Requirement) of the Village Zoning Ordinance is hereby amended to read as follows. All other provisions shall remain in full force and effect:

12.04 MAINTENANCE AND REMOVAL REQUIREMENT

1. *Maintenance.* Every sign and all parts thereof, including framework, supports, background,

anchors, and wiring systems shall be constructed and maintained in compliance with the building, electrical and fire protection codes of the Village. The permittee for each sign shall paint and maintain all parts and supports thereof as necessary to prevent rusting, rotting, text illegibility or other deterioration. All broken or missing parts shall be promptly replaced. All seams between panels or the components of the sign shall be maintained in a closed condition.

2. *Illumination.* The source of illumination shall be kept in safe working order at all times.
3. *Removal.* When a business ceases to operate for fifteen (15) consecutive days, any sign associated with said business must be removed or replaced as follows, within thirty (30) days after the fifteen (15) day period.
 - a. Any wall sign must be removed and all surfaces shall be restored to match the existing wall surface.
 - b. Any freestanding or wall-mounted changeable sign, whether panels or individual letters, shall be removed and a new sign installed or a white blank panel inserted until a new sign panel is issued.

Section 12.09 (Permanent Signs By Permit) of the Village Zoning Ordinance is hereby amended to read as follows. All other provisions shall remain in full force and effect:

12.09 PERMANENT SIGNS BY PERMIT

Table 12.1: Permitted Sign Types Allowed by District (With Permit) See Table 12.1A Regarding Ground Signs.

District	A&T-Frame	Awning	Canopy	Neon	Projecting	Wall	Window
<i>P=Permitted</i>							
<i>NP=Not Permitted</i>							
Residential							
Permanent Subdivision Signage	NP	NP	NP	NP	NP	NP	NP
For Non Residential Use	P	P	P	NP	NP	P	P
MD							
Single Tenant Building	P	P	P	P	P	P	P
Multi Tenant Buildings	P	P	P	P	P	P	P
Multi Building Development	NP	NP	P	NP	NP	NP	NP
B-1							
Single Tenant Building	P	P	P	P	P	P	P

District	A&T-Frame	Awning	Canopy	Neon	Projecting	Wall	Window
Multi Tenant Buildings	P	P	P	P	P	P	P
Multi Building Development	NP	NP	P	NP	NP	NP	NP
B-2							
Single Tenant Building	P	P	P	P	P	P	P
Multi Tenant Buildings	P	P	P	P	P	P	P
Multi Building Development	NP	NP	P	NP	NP	NP	NP
B-3							
Single Tenant Building	P	P	P	P	P	P	P
Multi Tenant Buildings	P	P	P	P	P	P	P
Multi Building Development	NP	NP	P	NP	NP	NP	NP
M-1							
Single Tenant Building	P	P	P	P	NP	P	P
Multi Tenant Buildings	P	P	P	P	NP	P	P
Multi Building Development	NP	NP	P	NP	NP	NP	NP
M-2							
Single Tenant Building	P	P	P	P	NP	P	P
Multi Tenant Buildings	P	P	P	P	NP	P	P
Multi Building Development	NP	NP	P	NP	NP	NP	NP

Table 12.1A: Permitted Ground Sign Types Allowed by District (With Permit)

District	Principal	Interior	Perimeter	Residential	Billboards	Off-Premises
<i>P=Permitted</i>						
<i>NP=Not Permitted</i>						
Residential						
Permanent Subdivision Signage	NP	NP	NP	As Approved by the Village Board	NP	NP

District	Principal	Interior	Perimeter	Residential	Billboards	Off-Premises
For Non Residential Use	P	P	P	NP	NP	NP
MD						
Single Tenant Building	P	P	P	NP	NP	NP
Multi Tenant Buildings	P	P	P	NP	NP	NP
Multi Building Development	P	P	P	NP	NP	NP
B-1						
Single Tenant Building	P	P	P	NP	NP	NP
Multi Tenant Buildings	P	P	P	NP	NP	NP
Multi Building Development	P	P	P	NP	NP	NP
B-2						
Single Tenant Building	P	P	P	NP	NP	P
Multi Tenant Buildings	P	P	P	NP	NP	NP
Multi Building Development	P	P	P	NP	NP	NP
B-3						
Single Tenant Building	P	P	P	NP	NP	P
Multi Tenant Buildings	P	P	P	NP	NP	NP
Multi Building Development	P	P	P	NP	NP	NP
M-1						
Single Tenant Building	P	P	P	NP	NP	NP
Multi Tenant Buildings	P	P	P	NP	NP	NP
Multi Building Development	P	P	P	NP	NP	NP
M-2						
Single Tenant Building	P	P	P	NP	NP	NP
Multi Tenant Buildings	P	P	P	NP	NP	NP
Multi Building Development	P	P	P	NP	NP	NP

1. *Sign Types.* The following sign types shall be permitted as depicted in the above Table 12.1 and in accordance with the following:

A. A-Frame & T-Frame Signs. A-Frame and T-Frame signs shall be permitted subject to the following and shall be defined as a sign that creates the shape of an A or an upside down T when erected.

i. Number. One A-Frame or T-Frame sign shall be permitted per building unit per street frontage. Each sign requires a separate permit.

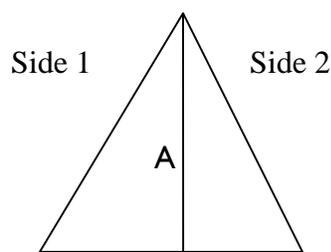
ii. Maximum Sign Size and Height. The sign shall not exceed a total of twelve (12) square feet per side and a vertical height of four (4) feet, see diagram below.

iii. Setback and Location. When located on private property there shall be a minimum setback from all property lines of one (1) foot. The location of the sign shall also comply with the sight triangle restrictions in section 12.03(3). A-Frame and T-Frame signs are permitted to be placed on public sidewalks only in the Mill zoning District; a minimum of five (5) feet of unobstructed sidewalk is required per the Illinois Accessibility Code.

iv. Illumination. Illumination of A-Frame and T-Frame signs is prohibited.

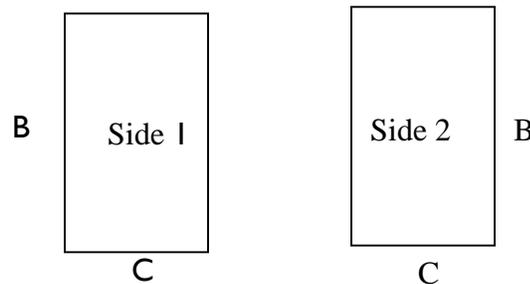
v. Sign Duration. A-Frame and T-Frame signs shall be movable and shall only be displayed during hours of operation of the establishment. The sign must be removed from the property or sidewalk and stored indoors when the establishment is closed.

A-Frame Vertical Height Diagram



A=4 feet (max vertical height)

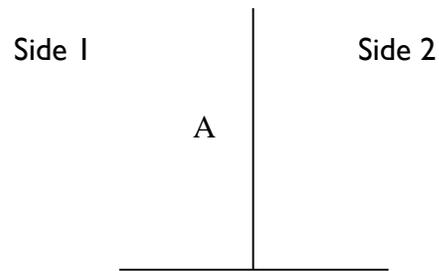
Sign Display Area Diagram



Side 1: B (4ft) x C (3ft) = 12 sq. ft.

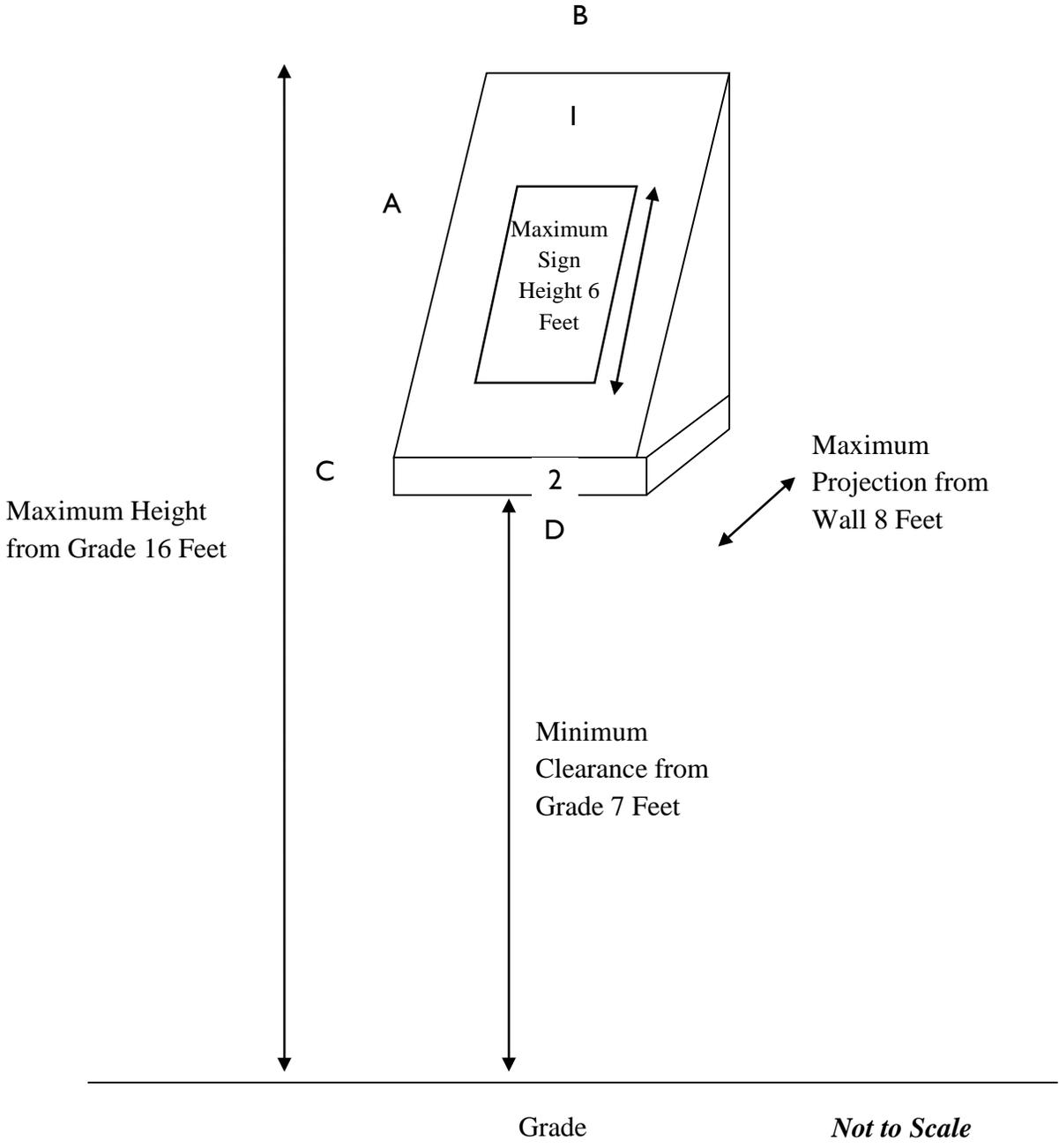
Side 2: B (4ft) x C (3ft) = 12 sq. ft.

T-Frame Vertical Height Diagram



B. Awning Signs and Awnings. All awning signs shall require a permit and shall be permitted subject to the following:

- i. Number. Not more than one (1) awning sign shall be permitted on each awning face and on each apron.
- ii. Sign Display Area. The sign shall not exceed 75 percent of the sign display area as defined in the diagram below.
- iii. Location. Signs may be affixed or applied to the awning surface mounted over entrances to an establishment or windows.
- iv. Height. The maximum height of an awning on the building from grade shall be sixteen (16) feet. The maximum height of the awning shall not exceed six (6) feet.
- v. Illumination. Awnings may be externally illuminated with architectural lighting or internally illuminated. Illumination shall be in accordance with the standards set forth in section 12.03.
- vi. Clearance. A minimum clearance of seven (7) feet shall be provided between finished grade and the lowest point of an awning.
- vii. Projection. No awning shall project more than eight (8) feet from the building wall, but shall not project into or over the roadway of any street or driveway.
- viii. Setback from Curb. No awning shall project within two (2) feet of the curb of a street or driveway.



Sign Display Area 1 = (A x B)

Sign Display Area 2 = (C x D)

Maximum Sign Area 1 (Main Awning Face) = (A x B) x .75

Maximum Sign Area 2 (Awning Apron, each apron is counted separately for determining Sign Display Area) = (C x D) x .75

C. Canopy Signs

i. Freestanding Canopy Signs

1. Definition: A sign that is mounted on a freestanding canopy or structural protective cover over an outdoor service area.
2. Three (3) signs on each canopy located on a site, the total area of which shall not exceed thirty (30) square feet per sign; only one (1) sign per canopy face; the signs shall not exceed three (3) feet in height; and the sign shall not be located higher than thirty (30) feet from grade.
3. Signs that are mounted to a permanent structure located underneath a canopy shall be a maximum of fifty (50) square feet and shall be no taller than ten (10) feet from grade. Each sign shall be located a minimum of nine (9) feet away from each other.

ii. Attached Canopy Signs

1. Definition: A sign that is mounted on a canopy or structural protective cover over an outdoor service area that is affixed or attached to a principal building.
2. Three (3) signs on each canopy located on a site, the total area of which shall not exceed twenty (20) square feet per sign; only one (1) sign per canopy face; the sign shall not exceed two (2) feet in height; and the sign shall not be located higher than thirty (30) feet from grade.

Notwithstanding the foregoing, sites that have drive-aisles located under the canopy shall be entitled to a sign located above each drive aisle in lieu of, not in addition to, the three (3) sign maximum set forth in the preceding paragraph. Each sign shall not exceed fifteen (15) square feet in area.

3. Signs that are mounted to a permanent structure located underneath a canopy shall be a maximum of fifty (50) square feet and shall be no taller than ten (10) feet from grade. Each sign shall be located a minimum of nine (9) feet from one another.

D. Ground Sign. Ground signs shall be permitted subject to the following restrictions.

Location. No ground sign shall be located closer than five (5) feet to a property line and shall be located outside of the sight triangle with the exception of perimeter signs.

All ground signs shall be allowed to be back-to-back signs. Back-to-back signs are defined as

follows: A structure with two parallel sign faces oriented in opposite directions. Ground signs with more than two faces and V-Types signs are prohibited.

Manual and Electronic Message Boards. Message board signs shall be permitted when incorporated into a ground sign subject to all applicable standards herein, and under the following conditions: i. No more than thirty-percent (30%) of the ground sign area provided shall be used as a message board sign. ii. Message boards shall be located on the lower half of the ground sign. iii. Electronic message boards shall stay static for a minimum of five (5) seconds. iv. Electronic message boards shall not scroll, flash, or display movement of any kind with the exception of a simultaneous transition from one image to another after the five (5) second interval. The sign must not exceed a maximum illumination of 5000 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits (candelas per square meter) between dusk to dawn as measured from the sign's face at maximum brightness.

Sign Landscaping. All ground signs shall be located in a landscaped area separated and protected from vehicular circulation and parking areas. Said landscaping area shall be landscaped and approved by the Director of Community Development.

i. Principal

1. Definition. A freestanding sign where the base of the sign structure is equal to or greater than the width of the sign.

2. Number of Signs. No more than one (1) principal ground sign per street frontage shall be permitted on a zoning lot. One (1) multi-building development sign shall be allowed per street frontage. A multi-building development shall be defined as two (2) or more lots that lie within the same subdivision that has been recorded with the County.

3. Size Restrictions.

- a. Single tenant building: a) Maximum height of the sign, measured from the base grade, is eight (8) feet tall. b) Maximum square footage of the entire sign including the supporting structure is eighty (80) square feet.
- b. Multiple tenant buildings and subdivision signs: a) Maximum Height of the sign, measured from the base grade, is fourteen (14) feet tall. b) Maximum square footage of the entire sign including the supporting structure is one-hundred forty (140) square feet.
- c. Street elevation height adjustment: a) A ground sign can be elevated through the use of berms (elevating the base grade) or additional structural height in the event that the sign location is lower than the adjacent street by more than one

(1) foot. In the event that a sign is located more than one (1) foot below the grade of the adjacent street, measured at the edge of pavement closest to the sign location, the sign is allowed to be elevated and the sign height measurement will begin at the grade of the street. A sign is not allowed to be elevated do to the adjacent street elevation by more than five (5) feet.

ii. Interior

1. Definition. A freestanding sign supported by either a continuous base or a structural support pole and which is located in close proximity to the principal building.
2. Number of Signs. Two (2) signs shall be permitted per zoning lot.
3. Maximum Sign Size and Height. The sign shall not exceed seventy-five (75) square feet in area and shall not exceed a height of eight (8) feet.
4. Location. Interior parcel ground signs shall be located within twenty (20) feet of the principal building.
5. Illumination. Signs shall be internally illuminated. External illumination is prohibited.

iii. Perimeter

1. Definition. A freestanding sign supported by either a continuous base or a structural support pole and which is located in close proximity to the limits of the property.
2. Number of Signs. Six (6) signs shall be permitted per zoning parcel.
3. Sign Display Area and Sign Height. The maximum size of a perimeter sign is six (6) square feet and five (5) feet in height. If located in the sight triangle the maximum height is thirty (30) inches.
4. Location. Perimeter signs shall be located a minimum of twenty (20) feet away from the principal building.
5. Illumination. Signs shall be internally illuminated. External illumination is prohibited.

iv. Residential Ground Signs

1. All permanent residential ground signs shall be approved by the Village Board.

v. Off-Premises Signs

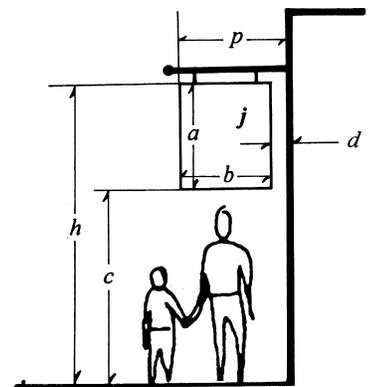
1. Billboard Signs. Billboard signs are prohibited.
2. Off-Premises Ground Signs.
 - a. Definition. A sign located on a parcel other than the parcel that the entity that owns the sign, and complies with the following provisions.
 - b. Number of Signs. One (1) off-premises sign is allowed per entity.
 - c. Maximum Sign Size and Height. The maximum size of an off-premises sign is forty (40) square feet and six (6) feet in height.
 - d. Location. An off-premises sign shall be located within twenty (20) feet of a driveway that provides access to a parcel owned by the applicant. The sign shall be a minimum distance from the applicant's parcel of five hundred (500) feet.

E. Neon Signs.

- i. Neon signs shall be permitted to hang inside store front windows that face a public right-of-way. One (1) sign shall be allowed per window and a maximum of ten (10) square feet in area.

F. Projecting Signs.

- i. Number. Not more than one projecting sign per establishment, per wall provided no wall sign for the establishment is located on the same building wall.
- ii. Location. Projecting signs shall be affixed to the wall having the establishment's public entrance and shall not be located beyond the premises of a particular establishment.



Projecting Sign (j)

Where p = projection from building wall,
 h = height of sign
 c = clearance of sign
 j = area of sign ($a \times b$) and
 $d \neq 1$ foot

- iii. Height. No projecting sign shall extend above the roofline or the highest point of the wall of the building on which it is located or fourteen (14) feet from finished grade, whichever is less.
- iv. Sign Area. The area of a projecting sign shall not exceed twelve (12) square feet.
- v. Illumination. Projecting signs may be illuminated subject to the standards in Section 12.03.
- vi. Clearance. Projecting signs shall provide a minimum clearance of seven (7) feet between the finished grade below the sign to the lowest edge of the sign.
- vii. Projection. No projecting sign shall project from the building wall more than six (6) feet. The innermost edge of the projecting sign shall be no more than one (1) foot from the wall of the building to which it is attached. Projecting signs may swing, but all projecting signs shall be permanently attached to the building.
- viii. Setback from Curb. No projecting sign shall project within two (2) feet of the curb of a street or driveway.

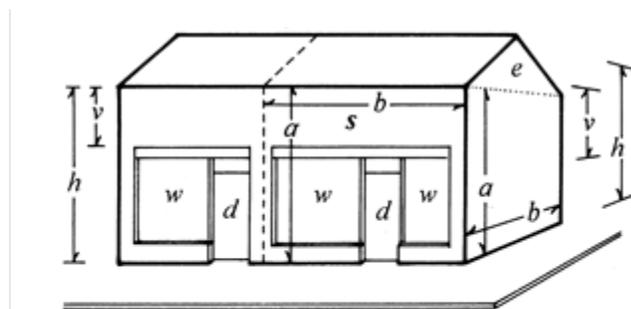
G. Wall Signs

- i. Principal
 - 1. Definition. Wall signs shall be considered any permanent signage mounted (signs painted onto a building are prohibited) to the building wall, which shall be defined as a side of the building which acts as a support structure between the foundation and the roof and shall also include false walls and parapets extending above said wall, or visible from the exterior of the building.
 - 2. Number and Location. Wall signs shall be affixed only to a building wall as defined above. Each user is allowed a maximum of six (6) signs on a building with a maximum of three (3) signs per wall. No wall signs shall be allowed for individual tenants in a multi-story or a multi-tenant building having no exterior building entrance for each tenant. Wall signs shall not extend more than eighteen (18) inches from the wall nor extend beyond any eave line of a gable, hip or gambrel roof, nor extend above the façade of a flat roof, nor above the deck line of a mansard roof or false wall or parapet.

3. Computation of Wall Sign Area of Individual Signs: The area of a sign face shall be computed by means of the smallest square, rectangle, or conjoining combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the backdrop or structure against which it is placed, but not including any supporting framework, bracing or decorative wall when such wall otherwise meets all other applicable regulations and is clearly incidental to the display itself.
4. Vertical Dimension of Wall Signs. The maximum vertical dimension of the wall sign itself shall not exceed ten (10) feet.
5. Sign Display Area. Each wall sign shall be located within a selected sign display area. The sign display area shall be defined as indicated in the illustration below. The amount of the sign display area that is allowed to be consumed by signage varies depending on the length of the wall that it is affixed to and is indicated in the table below:

Length of wall attributed to the applicant's occupied space.	Percentage of sign display area allowed to be consumed by signage.
0-50 feet	30%
51-100 feet	20%
101 or greater feet.	15%

The sign area is in addition to any other sign types on the premises.



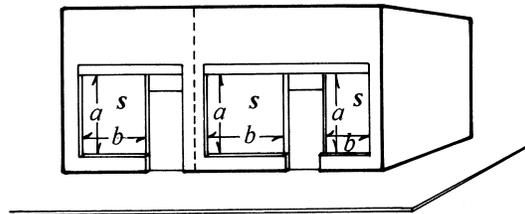
Wall Sign Display Area (s)

Where $s = ((a \times b) + (\text{area of } e)) - (\text{area of all } w + d)$
 on each permitted wall, and $w = \text{windows}$, $d = \text{doors}$
 maximum height of sign (h) = 30 feet.

- 6. Illumination. Wall signs may be internally illuminated or externally illuminated with architectural lighting subject to the standards herein.
- ii. Secondary. Eighteen (18) inches tall and fifteen square feet. Located above an entrance to the building.

H. Window Signs.

- i. Definition. A sign etched, affixed or applied to the interior window or door glass.
- ii. Location. Window signs may be displayed only in windows or glass doors facing a public street, or in windows or glass doors in a wall having a public entrance.
- iii. Sign Display Area. Each window sign shall be located within a selected sign display area. The window sign display area shall be the transparent exterior glass surface area of each permitted window and door, but excluding superficial borders or trim. Sign display area for permitted signs shall be calculated on an aggregate basis of multiple windows and doors.



Window Sign Display Area (s)

Where $s = a \times b$

- iv. Sign Area. The area of a window sign shall not exceed forty percent (40%) of a sign display area as defined in this Section.
- v. Illumination. Window signs may be illuminated externally with architectural lighting or internally with a screened light source and subject to the standards herein.

Section 12.10 of the Village Zoning Ordinance is hereby amended to read as follows. All other provisions shall remain in full force and effect:

12.10 RESERVED

Section 12.11 (Non-Conforming Signs) of the Village Zoning Ordinance is hereby amended to read as follows. All other provisions shall remain in full force and effect:

12.11 NON-CONFORMING SIGNS

1. All signs lawfully in existence, or holding sign permits issued prior to the date of adoption of this Ordinance, but which do not conform to one or more provisions of this ordinance shall be deemed to be a legal non-conforming use and may be continued only as provided in this ordinance.
2. Whenever a non-conforming sign has been discontinued for a period of three (3) consecutive months, or whenever there is evident a clear intent on the part of the owner to abandon a non-conforming sign, such sign shall not, after being discontinued or abandoned, be re-established and the sign hereafter shall be in conformity with the regulations of this ordinance.
3. Normal maintenance of a non-conforming sign is permitted, including necessary non-structural repairs or incidental alterations which do not extend or intensify the non-conforming features of the sign.
4. No structural alteration, enlargement or extension shall be made in a non-confirming sign, except in the following situation:
 - a. When the alteration is required by law.
 - b. When the alteration will actually result in eliminating the non-conforming use.
 - c. If a non-conforming sign is damaged or destroyed by any means to the extent to fifty percent (50%) or more of its reproduction value at that time, the sign can be rebuilt or used thereafter only for a conforming use and in compliance with the provisions of the code. In the event that the damage or destruction is less than fifty percent (50%) of its reproduction value, based on prevailing costs, the sign may then be restored to its original conditions and the use may be continued which existed at the time of such partial destruction until the non-conforming sign is otherwise abated by the provisions of this code. In either event, restoration or repair must be started within a period of three (3) months from the date of damage or destruction, and diligently prosecuted to completion.
 - d. Non-structural alterations are permitted that do not eliminate the non-conforming sign as long as the location of the sign does not change, the height of the altered sign does not exceed the standards set forth in Section 12.1(A)(2)(c) and the maximum sign area (as altered) does not exceed the limits set forth herein. Structural supports may not be altered, except to reduce the number or degree of a non-conformity as discussed in the above conditions (e.g. if the height of a non-conforming pole sign panel is reduced, the structural support above the sign panel may be removed without removing the remainder of the non-conforming sign). All such alterations require a permit.

e. Replacement of non-conforming sign faces, which is considered a non-structural repair, is permitted. Acquisition of a permit is required in order to replace sign faces. The installation of additional electrical equipment in conjunction of the replacement of sign faces is considered a structural addition, and therefore, is not allowed under the regulations of this section.

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	___	___	___	___



**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: Rich Young, Acting Village Administrator

Date: July 20, 2016

B of T Date: July 25, 2016

Subject: Professional Services Agreement with Engineering Enterprises, Inc. for Design Engineering for the 2017 MFT and Infrastructure Road Program

Submitted By: Todd Hoppenstedt, Director of Public Works

Background/Policy Implications:

As detailed in the Pavement Management Study Report Update and presentation, the 2017 Roadway Program will consist of using both MFT and Infrastructure Roadway Program (IRP) funds. The program has significantly increased in scope (added 3.74 miles to the program) as the Village continues to receive revenue from the Village's relatively new Non-Home Rule Sales Tax and is spending less MFT money on salt purchases. The 2017 rehabilitation program will consist of resurfacing the roadways as shown in the Village of Montgomery Pavement Management Study Report Update approved by the Village Board at the June 27, 2016 Board Meeting. Additionally, the program will include crack sealing and patching throughout the Village. Execution of the attached Design Engineering Agreement with EEI will allow the work to commence on the plans and specifications in order to bid the project in early 2017. The Construction and Construction Engineering is currently budgeted for FY18. The Construction Engineering agreement will be presented at a later date. Note that the engineering portion of this project will be paid out of IRP funds and the construction will be paid with IRP and MFT funds.

The proposed fee associated with the attached agreement is \$244,000.00.

Describe Fiscal Impact/Budget Account Number and Cost:

Budget Account No. 133-4030-520-30-05

Estimated Cost: \$244,000.00 Proposed Engineering Agreement

Review:

Acting Village Administrator Rich Young

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

**Agreement for Professional Services
Design Engineering for the 2017 MFT & Infrastructure Road Program**

THIS AGREEMENT, by and between the Village of Montgomery, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment A. Design Engineering for all roadways indicated on Attachment C will be provided. Construction Engineering services are not included and would be provided in a separate agreement. All Engineering will be in accordance with all Village and Illinois Department of Transportation requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment B. Design Engineering will be paid for as a Lump Sum in the amount of \$244,000.00. The hourly rates for this project are shown in the attached 2016 Standard Schedule of Charges. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or

disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

H. Certifications:

Employment Status : The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen
 Resident Alien Non-Resident Alien The Internal Revenue Service requires that

taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) x Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance :

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Scope of Services

Attachment B: Estimated Level of Effort and Associated Cost

Attachment C: Location Map

Attachment D: Anticipated Project Schedule

Attachment E: 2016 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the Village:

Village Manager and Village Clerk
Village of Montgomery
200 North River Street
Montgomery, IL 60538

For the Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ___ day of _____, 2016.

Village of Montgomery

Engineering Enterprises, Inc.:

Matthew Brolley
Village President

Peter Wallers, P.E.
President

Debbie Buchanan
Deputy Clerk

Timothy V. Weidner, P.E.
Project Manager

2017 MFT & Infrastructure Road Program Village of Montgomery

Attachment A – Scope of Services

The Village of Montgomery requires Design Engineering services for the Village's 2017 Motor Fuel Tax (MFT) & Infrastructure Road Program (IRP). A map of the roadways to be included in the program can be found in Attachment C of this proposal. A full list of the roadways, which have a total centerline length of approximately 7.7 miles, can be found in TABLE 9 (REVISED) of the Pavement Management Study Report Update dated June 16, 2016 (the Aucutt Road LAFO project is being processed as a separate project due to the potential for federal funding). In addition to the roadways shown in Attachment C, engineering design services will be provided for the Village-wide Crack Sealing Program, Village-wide Patching Program, Boulder Hill Utility Patching, and Village Utility Patching as a part of this agreement.

In order to successfully complete this project, various items will need to be addressed during the preliminary planning, and the design engineering for this project. Our proposed scope of services will include the following:

Preliminary Planning:

- Initiate coordination with the Illinois Department of Transportation (IDOT) for processing the project utilizing MFT funds including a Section Number Request.
- Coordinate and develop with Village Staff the final scope and parameters of services to be provided.
- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Gather topographic survey on Sherman Avenue and Lincoln Avenue only (both sides of the roadway). Also obtain topographic survey on the west side of Orchard Road from approximately 400' south of US 30 to 1000' south of US 30.
- Gather data and utilize the Village's GIS database to prepare base drawings for plan sheet development (R.O.W. to R.O.W) for all other roadways in the program that will not have topographic survey performed.
- Gather quantities and potential locations from the Village for the Village-wide Patching Program, Boulder Hill Utility Patching, and Village Utility Patching.
- Analyze geotechnical site data, including pavement core analysis. Confirm the required pavement rehabilitation for each roadway based on the recommendations in the Pavement Management Study Report Update and Pavement Core Report.

Design Engineering:

- Prepare construction plans in IDOT format, consisting of, but not limited to, the following sheets:
 - Cover sheet including the following information:
 - Project Title
 - Village Officials and Staff
 - Location Map
 - Index of Sheets
 - Professional Engineer Sign and Seal
 - Village Approval Location
 - JULIE Contact Information

- Scales
 - Benchmarks (when necessary)
 - Other information, as required
- General notes and legend sheet including the following information:
 - Key construction details and information
 - Applicable standards
 - Supplemental Legend
- Quantities sheet including the following information:
 - Proposed pay items
 - Pay item units
 - Pay item quantities
- Proposed and existing typical section sheets including the following information:
 - Existing typical sections with cross slopes, pavement location, R.O.W., pavement width, parkway width, ditch grades, locations, curbs, gutters.
 - Proposed typical sections indicating standard proposed sidewalk locations, dimensions of proposed construction items, thicknesses, areas requiring restoration, proposed striping, grading, and all other items required to indicate to the bidder the proposed construction
- Plan sheets including the following information:
 - Roadway Location dimensions, R.O.W. data
 - Location of existing items including but not limited to the sidewalk, utilities, structures, landscaping, mailboxes, street signs, power poles, utility transformers, drainage structures, curb and gutter, ditches, or any other item within the project locations available on the Village GIS system
 - Drainage improvements (when needed, including storm sewer type, size, grades, required trench backfill, etc.)
 - Required grading
 - Curb and gutter, sidewalk and driveway removal & replacement locations
 - Pavement markings
 - Sign locations (if required by design)
 - Sidewalk detectable warning locations at all sidewalk/roadway crossings
 - House numbers
 - Sanitary/storm sewer point repair locations
 - New sidewalk on the west side of Orchard Road from approximately 400' south of US 30 to 1000' south of US 30.
- Detail sheets including the following information:
 - All applicable project details
 - State standards
 - Traffic control
 - Village details (as required)
 - Other details pertinent to the construction of this project
- Prepare construction specifications, consisting of, but not limited to, the following:
 - All required bidding and letting information and contractual forms
 - Village special provisions and contracting information
 - Project specific specifications and special provisions
 - State specifications and provisions
 - Prevailing Wages
 - Pavement Core Reports
- Coordinate reviews with the Village of Montgomery and IDOT

- Process required documents with the IDOT for MFT Projects including:
 - Plan Set
 - Bid Package
 - BLR 11510 – Estimate of Cost
 - BLR 09111 – Resolution
 - D1 PI0019 – MFT Scoping Checklist
 - Disposition of Comments (for the final submittal)
- Provide an LPC-662 form for the Village to sign to include in the bidding documents to handle uncontaminated soil disposal.
- Prepare and submit the required permit applications as required to secure permits for construction within right-of-ways not under Village jurisdiction (Kane/Kendall Counties, IDOT, other).
- Prepare preliminary and final cost estimates.
- Prepare a final estimate of work days and/or construction schedule.
- Prepare and provide final contract drawings, documents and specifications for bidding. Specifications will include all necessary information for the bidder, including construction methodology, special provisions for construction and direction to the bidder regarding Village specific requirements, construction ordinances and project specific guidelines.
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; prepare and submit contracts to Village and IDOT.
- Provide all plans and drawings electronically and hard copy in 22" x 34" (full size) and 11" x 17" (reduced size) formats with visual scales.
- Provide all specifications in 8 ½" x 11½" format and bound and in quantities as required.
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule.

Exclusions:

- No allowance has been made for public information meetings.
- No allowance has been made for designing new sidewalk other than on the west side of Orchard Road from approximately 400' south of US 30 to 1000' south of US 30.
- No allowance has been made for any signal improvements including crosswalk upgrades.
- No allowance has been made for any soil analytics (other than pH testing) or preparation of an LPC-663 form.
- No Construction Engineering services have been included.

Throughout the course of the project, EEI will attend all required meetings with Village Staff, permitting agencies, area business owners, residents or any other entity as requested or if specific concerns need to be addressed.

All documents prepared by Engineering Enterprises, Inc. shall be done so by, or under the supervision, of a Professional Engineer, licensed within the State of Illinois. Plans shall be signed and sealed by the design or supervising engineer. All of the latest design standards shall be utilized, including the most recent versions of the Standard Specifications for Road and Bridge Construction in Illinois, the Manual on Uniform Traffic Control Devices and the Standard Specifications for Water and Sewer Main Construction in Illinois.

Further, EEI will meet with utility and other agencies, as necessary, to coordinate utility services required for the project and to establish the division of work, if any, between the utility or the agency and construction contractor. In addition, EEI will prepare detailed minutes of all meetings and

submit them for approval within three calendar days after meeting. Meeting minutes may denote scope of work changes, but will not be considered formal notification of changes.

The following program guidelines for the 2017 MFT & Infrastructure Road Program will be employed to ensure the best possible end result for the Village, targeting a letting in January or February of 2017:

- Employ Quality Control/Quality Assurance procedures and implement and monitor the procedures for the duration of the project.
- Apply value-engineering techniques to ensure efficient and cost-effective design procedures.
- Communicate with all parties relative to the status of the project through meetings, correspondence and telephone conversations.
- Provide the required coordination between the Village and other regulatory agencies.
- Provide early identification of issues or potential problem areas related to technical scheduling or budgetary goals.



**ATTACHMENT B - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**
2017 MFT & INFRASTRUCTURE ROAD PROGRAM
VILLAGE OF MONTGOMERY, ILLINOIS

WORK ITEM NO.	WORK ITEM	ENTITY:											WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.		
			PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
HOURLY RATE:	\$190	\$163	\$141	\$129	\$163	\$150	\$141	\$141	\$129	\$78				
FINAL ENGINEERING														
2.1	Project Management and Administration	16	40										56	\$ 9,560
2.2	Project Meetings	4	4		4								12	\$ 1,928
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)		4		4								8	\$ 1,168
2.4	Analyze/Finalize Roadway Rehabilitation Methods		16		32								48	\$ 6,736
2.5	Topographic Survey (Sherman, Lincoln, Orchard only)		2		2	48	127	36					215	\$ 32,534
2.6	Base Sheet Preparation		4		8						148		160	\$ 20,776
2.7	Preliminary Design and Field Inspection		16		300						90		406	\$ 52,918
2.8	Design Engineering	1	48	24	324				88	174			659	\$ 88,048
2.9	Review Plans and Specifications with Village	2	2		2								6	\$ 964
2.10	Prepare Final Plans and Specifications		4		16						16		36	\$ 4,780
2.11	Prepare Engineer's Opinion of Probable Construction Cost		8		16								24	\$ 3,368
2.12	QC/QA of Final Plans	4	16										20	\$ 3,368
2.13	Revisions and Disposition		4		32						16	2	54	\$ 7,000
2.14	Bidding, Letting & Contracting		12		12							4	28	\$ 3,816
													-	\$ -
													-	\$ -
													-	\$ -
PROJECT TOTAL:		27	180	24	752	48	127	36	88	444	6	1,732	236,964	

DIRECT EXPENSES	
Printing =	\$ 1,000
CCDD (Huff & Huff) =	\$ 2,172
Geotechnical (Rubino) =	\$ 3,900
DIRECT EXPENSES =	\$ 7,072

LABOR SUMMARY	
Engineering Expenses =	\$ 134,862
Surveying Expenses =	\$ 31,950
Drafting Expenses =	\$ 69,684
Administrative Expenses =	\$ 468
TOTAL LABOR EXPENSES =	\$ 236,964

TOTAL EXPENSES =	\$ 244,036
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Standard Schedule of Charges

January 1, 2016

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$190.00
Principal	E-3	\$185.00
Senior Project Manager	E-2	\$180.00
Project Manager	E-1	\$163.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$150.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$141.00
Project Engineer/Planner/Surveyor	P-4	\$129.00
Senior Engineer/Planner/Surveyor	P-3	\$117.00
Engineer/Planner/Surveyor	P-2	\$108.00
Associate Engineer/Planner/Surveyor	P-1	\$ 97.00
Senior Project Technician II	T-6	\$141.00
Senior Project Technician I	T-5	\$129.00
Project Technician	T-4	\$117.00
Senior Technician	T-3	\$108.00
Technician	T-2	\$ 97.00
Associate Technician	T-1	\$ 84.00
Engineering/Land Surveying Intern	I-1	\$ 80.00
GIS Technician	G-1	\$ 65.00
Administrative Assistant	A-3	\$ 78.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$153.00
2 Man Field Crew with Standard Survey Equipment		\$240.00
1 Man Field Crew with RTS or GPS *		\$190.00
2 Man Field Crew with RTS or GPS *		\$276.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	

*RTS = Robotic Total Station / GPS = Global Positioning System



**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: Rich Young, Acting Village Administrator

Date: July 21, 2016

B of T Date: July 25, 2016

Subject: Ordinance 1734 Authorizing the Execution of the Sales Tax Incentive Agreement with Inland National Development Corporation

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

Background/Policy Implications:

The attached documents have been prepared as part of an Economic Incentive Agreement ("Agreement") with Inland. The Agreement provides the following sales tax incentive for the Binny's Property and Ogden Hill East Multi-Tenant Property (conditioned upon the Binny's project being issued a certificate of occupancy):

- Years 1-5 85% to Inland/ 15% to Village
- Years 6-10 65% to Inland/ 35% to Village
- Years 11-15 50% to Inland/50% to Village

The Agreement is set to terminate upon Inland's receipt of \$1,500,000 or on November 1, 2031 (whichever occurs first).

Also attached is an amendment to the existing Ogden Hill Inducement Agreement due to the new separate agreement for Binney's.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Acting Village Administrator Rich Young

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
KANE AND KENDALL COUNTIES, ILLINOIS**

ORDINANCE NO. 1734

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
THE SALES TAX INCENTIVE AGREEMENT WITH INLAND NATIONAL
DEVELOPMENT CORPORATION**

Adopted by the
Board of Trustees and President
of the Village of Montgomery
this _____ day of _____, 2016.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Montgomery, Kane and Kendall Counties,
Illinois, this _____ day of _____, 2016.

VILLAGE OF MONTGOMERY

ORDINANCE NO. 1734

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
THE SALES TAX INCENTIVE AGREEMENT WITH INLAND NATIONAL
DEVELOPMENT CORPORATION**

BE IT ORDAINED by the 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 1970 Constitution of the State of Illinois, and accordingly, acts pursuant to those powers granted to it under 65 ILCS 5/11-15.1-1 *et seq.*; and,

WHEREAS, the owners of the property legally described in **Exhibit "A"**, attached hereto and incorporated herein by reference, have petitioned the Village of Montgomery for a sales tax incentive agreement for property located in the Village pursuant to the provisions of 65 ILCS 5/8-11-20 *et seq.*; and,

WHEREAS, the corporate authorities of the Village of Montgomery have determined that the requested agreement is necessary and appropriate for the development of the Village in accordance with 65 ILCS 5/8-11-20; 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: AUTHORIZATION

That the President of the Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois is hereby authorized and directed to execute that certain sales tax incentive agreement by and between the Village of Montgomery and INLAND NATIONAL DEVELOPMENT CORPORATION ("Inland"), an Illinois Corporation, and to amend the Ogden Hill Inducement Agreement, both of which attached hereto as **Exhibit "B"** and made a part hereof as if fully set forth in the body of this ordinance.

That the Clerk of the Village of Montgomery is hereby authorized and directed to attest that certain sales tax incentive agreement and related amendment thereto by and between the Village of Montgomery and Inland, as set forth in **Exhibit "B"**.

SECTION TWO: FINDINGS

That the Village's Corporate Authorities make the following findings:

1. The buildings on the properties which are subject of the Agreement no longer comply with current building codes;
2. The proposed Binny's Retail Project and Inland Retail Project are expected to create or retain job opportunities within the Village;
3. The development of the proposed Binny's Retail Project and Inland Retail Project are will serve to further the development of adjacent areas;
4. But for this Agreement, the development of the proposed Binny's Retail Project and Inland Retail Project would not be possible;
5. Inland meets high standards of creditworthiness as demonstrated by having provided evidence of having funds available to pay the entire cost of developing the Properties and specifically: specific evidence of equity financing for not less than 10% of the total Retail Project costs;
6. The development of the proposed Binny's Retail Project and Inland Retail Project will strengthen the commercial sector of the Village;
7. The development of the proposed Binny's Retail Project and Inland Retail Project will enhance the tax base of the Village; and,
8. This Agreement is in the best interest of the Village.

SECTION THREE 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 has not been a part of this Ordinance.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval 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, on 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	___	___	___	___

Exhibit A

Legal Descriptions

Parcel 1: Binny's Property

Property Identification Number: 03-02-201-021

THAT PART OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 2, 594.00 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 43 DEGREES 59 MINUTES 53 SECONDS EAST (ILLINOIS STATE PLANE GRID-EAST ZONE), ALONG A MONUMENTED LINE OF OCCUPATION, AND AS DESCRIBED IN A DEED IN TRUST RECORDED AS DOCUMENT 921002, A DISTANCE OF 2969.75 FEET; THENCE NORTH 54 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 1068.59 FEET; THENCE SOUTH 35 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 130.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 35 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 371.69 FEET; THENCE NORTH 65 DEGREES 04 MINUTES 37 SECONDS EAST A DISTANCE OF 42.27 FEET; THENCE SOUTH 35 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 393.98 FEET; THENCE SOUTH 54 DEGREES 57 MINUTES 08 SECONDS WEST A DISTANCE OF 113.49 FEET; THENCE NORTH 35 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 402.01 FEET; THENCE SOUTH 54 DEGREES 57 MINUTES 08 SECONDS WEST A DISTANCE OF 78.00 FEET; THENCE NORTH 35 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 371.09 FEET; THENCE NORTH 54 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 149.88 FEET TO THE POINT OF BEGINNING, CONTAINING 2.3201 ACRES, MORE OR LESS AND LYING IN KENDALL COUNTY, ILLINOIS.

MARCH 9, 2006

Parcel 2: Ogden Hill East Multi-Tenant Building

Property Identification Number: [TBD]

PART OF LOT 3 IN THE RESUBDIVISION OF LOT 5 IN OGDEN HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MONTGOMERY, KENDALL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN SAM'S CLUB RESUBDIVISION, RECORDED ON AUGUST 8, 2013 AS DOCUMENT 20130001701; THENCE NORTH 37°11'39"W ALONG THE NORTHEASTERLY

LINE OF SAID LOT 1, 362.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1; THENCE NORTH 54°57'18"E ALONG SAID SOUTHEASTERLY LINE, 32.22 FEET; TO THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE NORTH 35°02'42"W ALONG SAID NORTHEASTERLY LINE, 15.00 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 3; THENCE NORTH 54°57'18"E ALONG SAID NORTHEASTERLY LINE 154.85 FEET; THENCE SOUTH 37°11'39"E 366.93 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF U.S. ROUTE 34, RECORDED NOVEMBER 19, 2008 AS DOCUMENT 2008-24843; THENCE SOUTHWESTERLY, 187.54 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 22,485.50 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 51°39'55"W, 187.53 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 69,346 SQUARE FEET, MORE OR LESS, OR 1.592 ACRES, MORE OR LESS.

Exhibit B

Economic Incentive Agreement (Sales Tax Incentive Agreement)

VILLAGE OF MONTGOMERY, ILLINOIS

ECONOMIC INCENTIVE AGREEMENT

This Economic Incentive Agreement (this “**Agreement**”) is made and entered into on this ___ day of _____, 2016, by and between the VILLAGE OF MONTGOMERY, an Illinois municipal corporation (the “**Village**”), whose offices are located at 200 North River Street, Montgomery, Illinois, 60538, and INLAND NATIONAL DEVELOPMENT CORPORATION, an Illinois business corporation (“**Inland**”), whose offices are located at 2901 Butterfield Road, Oak Brook, IL, 60523.

Recitals:

A. The Village is a municipal corporation and enters into this Agreement pursuant to 65 ILCS 5/8-11-20 (the “**Enabling Statute**”), which authorizes Illinois municipalities to enter into economic incentive agreements under certain circumstances.

B. Inland is the owner and developer of certain land within the Village, including the parcels of real estate legally described on Exhibit A attached hereto (collectively referred to as the “**Properties**”).

C. A portion of said land (the “Ogden Hill East Multi-Tenant Building”) described on Exhibit A attached hereto will be developed into a commercial retail shopping center, including ancillary parking and customary shopping center improvements (collectively referred to as the “**Inland Retail Project**”).

D. A portion of said land also described on Exhibit A attached hereto (the “**Binny’s Property**”) will be leased by Binny’s Beverage Depot and Inland intends to re-construct the following on the Binny’s Property (collectively, the “**Binny’s Retail Project**”): a Binny’s Beverage Depot retail store containing approximately 21,000 gross square feet of space.

E. In Village Ordinance No. _____, the Village has made the following findings, as required by the Enabling Statute:

1. The buildings on the two aforementioned properties no longer comply with current building codes;
2. The proposed Binny’s Retail Project and the Inland Retail Project are expected to create or retain job opportunities within the Village;
3. The development of the proposed Binny’s Retail Project and Inland Retail Project will serve to further the development of adjacent areas;

4. But for this Agreement, the development of the proposed Binny's Retail Project and Inland Retail Project would not be possible;
5. Inland meets the high standards of creditworthiness as demonstrated by providing specific evidence of equity financing of not less than 10% of its total Retail Project costs.
6. The development of the proposed Binny's Retail Project and Inland Retail Project will strengthen the commercial sector of the Village;
7. The development of the proposed Binny's Retail Project and Inland Retail Project will enhance the tax base of the Village; and
8. This Agreement is in the best interest of the Village.

F. Binny Beverage Depot ("Binny's") is conditioning its lease from Inland of the Binny's Property and the Parties are conditioning their development of the respective Retail Projects on the Village's agreement to pledge certain sales tax revenues to the Parties as provided in this Agreement. To that end, the Village is conditioning its agreement to pledge certain sales tax revenues to the Parties upon Binny's leasing and developing the Binny's Property in accordance with the parameters set forth for the Binny's Retail Project as are set forth herein. This condition shall be deemed to have been fulfilled upon the issuance of the Certificate of Occupancy for the Binny's Property.

G. Subject to the terms of this Agreement, the Village agrees to reimburse Inland for some of the costs of developing the Retail Projects.

H. This Agreement has been submitted to the Village Board for consideration and review, and the Village Board has, prior to the execution of this Agreement, taken all actions required for this Agreement to become effective and enforceable.

I. The Parties are bound to an existing Economic Incentive Agreement for the Properties dated July 1, 2004. It is the intention of the Parties and this Agreement to remove the Properties herein from said prior Economic Incentive Agreement (and any and all amendments thereto) and be subject only to the terms hereof. No amounts shall be due under said prior Economic Incentive Agreement (and any and all amendments thereto) for the Properties. Said Amendment to the aforementioned Economic Incentive Agreement (and any and all amendments thereto) excluding these Properties shall be approved simultaneously with the approval of this agreement and construed in conjunction herewith. This Agreement shall not be effective without the simultaneous approval of said Amended Economic Incentive Agreement (and any and all amendments thereto).

Agreement:

Now, therefore, for good and valuable consideration and the recitals herein, and in order to strengthen the commercial sector and enhance the tax base of the Village, and in

order to induce Inland to develop each of the respective Retail Projects, the Village and Inland hereby agree as follows:

1. Definitions.

- A. “**Certificate of Occupancy**” means documents issued by the Village in accordance with the ordinances of the Village that permit occupancy for each respective Retail Project.
- B. “**Commencement Date**” means the first day on which Certificate of Occupancy is issued for the Binny’s Property.
- C. “**Construction Plans**” means the plans, drawings, specifications and related documents for the construction of the Retail Improvements, together with all amendments and modifications thereto, submitted by or on behalf of Inland and approved by the Village in accordance with this Agreement.
- D. “**Development Costs**” means all costs incurred by Inland in connection with the design and construction of the Improvements and the development of each respective Retail Project, initially estimated as provided in Exhibit B attached hereto.
- E. “**IDOR**” means the Illinois Department of Revenue.
- F. “**Initial Construction**” shall mean the commencement of site work in connection with the construction of the Retail Projects.
- G. “**Pledged Sales Tax Fund**” means a Village account into which the Pledged Sales Tax Revenues are deposited from time to time.
- H. “**Retail Improvements**” means all buildings, facilities and site improvements necessary to the operation of the respective Retail Projects, including the relocation or improvement of any streets, alleys, easements or rights-of-way; and the construction or relocation of any utilities or drainage facilities.
- I. “**Sales Tax Revenues**” means throughout the Term, all revenues that the Village is entitled to receive derived from all taxes imposed by the State of Illinois pursuant to the Illinois Use Tax Act, the Illinois Service Use Tax Act, the Illinois Service Occupation Tax Act, and the Illinois Retailer’s Occupation Tax Act, or any successors to (or substitutes for) any of such Acts (“**Sales Taxes**”) that relate to the provision of any service or the sale of any goods from the Retail Project, except that any taxes received by the Village pursuant to 65 ILCS 5/8-11-1.3 and 65 ILCS 5/8-11-1.4 are specifically excluded from the definition of Sales Tax Revenues. Sales Tax Revenues shall be pro-rated for partial calendar years.

- J. **“Term”** means the period beginning on the Commencement Date through the Termination Date.
- K. **“Termination Date”** means the earlier of (i) the date on which the Inland receives cumulative Pledged Sales Tax Revenues equal to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000) (**“Pledged Sales Tax Revenues Cap”**), or (ii) November 1, 2031.

2. Development.

A. Construction. If the Inland proceeds with either of its respective Retail Projects, then it shall cause the Retail Improvements to be constructed in accordance with all laws and ordinances of the Village. Inland shall have sole responsibility for the selection and employment of all contractors, suppliers, agents, employees, consultants and professionals necessary to complete each Retail Project, and for entering into contracts for the completion of each respective Retail Project. Inland shall have the sole right to determine the means, methods and scheduling of construction (subject to compliance with the laws and ordinances of the Village). The Village shall not be a party to any such contracts and shall not be a third-party beneficiary of any such contracts.

B. Construction Plans. If Inland proceeds with either of its respective Retail Projects, each Project shall require the submission of a Construction Plan and, if not previously submitted, a site plan for approval by the Village. The Construction Plan shall be prepared by a professional architect and/or engineer licensed to practice in the State of Illinois. The Construction Plan shall be sufficiently detailed to demonstrate to the Village that the Retail Improvements will be constructed substantially in accordance with the site plan, and in compliance with all applicable laws and ordinances.

C. Changes to Plans. During construction, Inland shall have the right to make reasonable changes to its respective Construction Plans, provided that the Retail Projects shall in all events be constructed substantially in accordance with the site plan approved by the Village.

D. Certificate of Occupancy. Promptly after substantial completion of the Retail Improvements in accordance with this Agreement and in accordance with all applicable laws and ordinances, the Village shall issue a Certificate of Occupancy (**“CO”**) or a Temporary Certificate of Occupancy (**“TCO”**). Issuance of the CO or TCO will not be unreasonably withheld or delayed. Issuance of the CO or TCO shall be conclusive evidence that Inland has satisfied all conditions precedent to receiving its portion of the Pledged Sales Tax Revenues (as defined below) pursuant to this Agreement. If the Village issues a TCO, Inland shall use good-faith efforts to cause any conditions set forth in the TCO to be satisfied in order to allow the issuance of a CO.

3. Pledged Sales Tax Revenues.

A. Pledge of Revenues. Except as provided herein below, the Village hereby pledges and agrees to pay to Inland or its designee in accordance with the following schedule of payments to reimburse Inland for some of the Development Costs incurred it incurs (collectively, “**Pledged Sales Tax Revenues**”):

1) All Pledged Sales Tax Revenues shall be paid out to Inland and the Village in the following percentages:

a) Calendar Years 1-5: 85% to Inland-15% to Village

b) Calendar Years 6-10: 65% to Inland-35% to Village

c) Calendar Years 11-15: 50% to Inland-50% to Village

The Village agrees to enact all ordinances and resolutions necessary to authorize the execution of this Agreement and the fulfillment by the Village of its obligations under this Agreement.

B. Payments by Village. The Village shall pay the Pledged Sales Tax Revenues to Inland on a quarterly basis within thirty (30) days following receipt of the quarterly report from the IDOR by the Village. If Pledged Sales Tax Revenues applicable to a period within the Term are received by the Village after the Term, such Pledged Sales Tax Revenues shall be paid to Inland unless the Termination Date arises as a result of Inland’s previously receiving Pledged Sales Tax Revenues equal to the Pledged Sales Tax Revenues Cap. If the Termination Date occurs by reason of the Inland’s receiving cumulative Pledged Sales Tax Revenues equal to the Pledged Sales Tax Revenues Cap, then this Agreement shall terminate, and the Village shall have no obligation to pay any remaining Sales Tax Revenues in the Pledged Sales Tax Fund. During the Term, the Village shall cause to be created for accounting purposes the Pledged Sales Tax Fund. The Sales Tax Revenues shall be accounted for in the Pledged Sales Tax Fund. Any amounts paid into the Pledged Sales Tax Fund which are not required to be paid to Inland herein may be transferred by the Village to its general or other funds without restriction. Throughout the Term, the Village agrees that it will take no action which will affect the continued existence of the Pledged Sales Tax Fund or the availability of the Pledged Sales Tax Fund to pay Inland. The Parties acknowledge that the payments hereunder are not general obligations of the Village, and shall not constitute an indebtedness of the Village or a loan or a liability of the Village within the meaning of any Constitutional or statutory provision. The obligations of the Village under this Agreement shall be secured solely by the pledge of the Sales Tax Revenues and shall be payable solely from the Sales Tax Revenues paid into the Sales Tax Fund. Notwithstanding the above

provisions regarding payment, the Village may, at its discretion, withhold all payments in the event that the Village staff issues a notice of violation of the Village's property maintenance code and such violation is 1) not resolved to the satisfaction of the Village staff within 30 days of issuance of said notice (issues that would reasonably take more than 30 days to correct shall not be deemed a violation of this provision as long as reasonable good faith progress towards correction is being made by Inland) or 2) disputed by Inland, in writing. In the event of a notice of a dispute, the Village shall thereafter issue a citation and file the matter with the branch traffic and local ordinance court (16th Judicial circuit) whose decision (after any appeals) shall be final. Until such violation is either 1) resolved to the satisfaction of the Village staff or 2) finally adjudicated, all payments shall be suspended hereunder.

C. Sales Tax Information. The Village shall use its best efforts to obtain all pertinent information regarding the Sales Tax Revenues directly from IDOR, and shall enter into an agreement for the exchange of information with IDOR if required to obtain said information. To the extent permitted by law, the Village shall endeavor to maintain the confidentiality of the information contained in the reports obtained from IDOR, but shall be permitted to disclose such information to such Village officers, employees, attorneys, accountants, agents, and consultants relating to the administration of this Agreement as the Village, in its sole discretion, deems appropriate in order to monitor compliance and audit this Agreement. Inland shall use its best efforts to obtain all pertinent information regarding the Sales Tax Revenues directly from IDOR, and shall enter into an agreement for the exchange of information with IDOR if required to obtain said information. Inland agrees that it shall prepare and execute an Authorization to Release Sales Tax Information substantially in the form approved by IDOR, and deliver a fully executed copy of the same to the Village and IDOR to authorize the Department to directly report information on Sales Tax Revenues to the Village. Inland shall maintain and have available for inspection for the Village copies of any and all Sales Taxes returns, reports, amendments concerning Sales Tax Revenues, proof of payment and any other information filed with IDOR relating to the Sales Tax Revenues. Inland also agree, upon the request of the Village, to furnish such consents or waivers or other reasonably sought documentation requested to effectuate the intent of this Agreement as may be required by IDOR to provide the Village with information concerning Sales Tax Revenues.

D. Accounting of Receipts. Each payment by the Village to Inland shall be accompanied by a statement executed by the Village Treasurer setting forth the calculation of such payment and applicable time periods. Inland shall have thirty (30) days following the receipt of said payment to contest any of the calculations or information contained in such statement. Inland shall initiate any such contest by written notice to the Village. The contest

shall be decided by the Village Board whose decision shall be final absent manifest error. If such contest shows that the amount of any Pledged Sales Tax Revenues paid to the Party is less than the amount of Pledged Sales Tax Revenues which should have been paid, the Village shall pay the difference to Inland within thirty (30) days of the completion of such contest. Inland shall not be required to refund any excess Pledged Sales Tax Revenues paid to it by the Village unless discovered by the Village within thirty (30) days of payment. Also, in the event Inland files an amended Sales Taxes return, which amended return is approved by IDOR, and shows that the amount of the Pledged Sales Tax Revenues paid to that Party is more than the amount that should have been paid, then the following month's Pledged Sales Tax Revenues paid to Inland shall be adjusted accordingly. Inland agrees to promptly forward a copy of all such amended Sales Taxes returns to the Village, clearly identifying them as amendments of Sales Tax returns.

E. Annual Resolution. The Village shall provide for the payments required by this Agreement by adopting annually an appropriation therefor which shall be part of the Village's annual budget pursuant to the Budget Ordinance to be adopted during each fiscal year in which payments may be due hereunder.

4. Confidentiality. The Village agrees to utilize information concerning Sales Tax Revenues obtained by it pursuant to the terms of this Agreement solely for the purpose of effectuating the provisions of this Agreement. Inland hereby claims that such information is confidential and proprietary information which would cause competitive harm to Inland if disclosed. If a request is made for the Sales Taxes returns or other Sales Taxes information relating to Inland pursuant to the Freedom of Information Act ("FOIA"), subpoena or any other lawful mechanism, the Village agrees to promptly notify Inland of the request. Inland will be given an opportunity to direct the Village to withhold the documentation. If Inland directs the Village to withhold any documentation, Inland agrees to defend and indemnify the Village and/or any of its agents for any suits, claims or administrative proceedings which are instituted based upon the Village's refusal to provide said information pursuant to Inland's direction. It is further agreed that if Inland fails to satisfy its obligations of defense or indemnity in a timely fashion, the Village may release the documents in a lawful manner without being in violation of this Section of the Agreement. The confidentiality obligations of the Village and the corresponding duties of defense and indemnity of Inland shall survive for five (5) years after the expiration or any termination of this Agreement.

5. Inland's Right to Terminate. Inland may terminate this Agreement by giving written notice to the Village in the event that Inland determines at any time prior to obtaining a building permit for the Retail Projects, that said Retail Project is not economically feasible. In the event of such termination, Inland and the Village shall be released and relieved of all obligations to each other under this Agreement (except those that by their express terms are intended to survive such a termination), and the parties will execute such documents as might be necessary to effect such termination.

6. Term. This Agreement shall be in effect for the Term.

7. Litigation. Neither the Village, Inland, nor their respective successors and assigns shall challenge the legality or enforcement or any recital, provision or covenant of this Agreement. In the event any other person or entity attempts to enjoin or otherwise challenge the validity of any recital, provision or covenant of this Agreement, the Village will timely notify Inland of such action or proceeding and will not take a position adverse to the enforcement of this Agreement. The Village, at Inland's request, agrees to defend the legality and enforceability of this Agreement. If this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, Inland shall have no recourse against the Village and the Village has no obligation to appeal any adverse ruling. Inland, in its sole discretion, may petition to intervene in any such action or proceeding and to participate, at its sole cost, in the defense of any claim against the Village which challenges the legality or enforceability of any recital, provision or covenant of this Agreement. In the event that Inland does not request the Village to defend this Agreement, the Village shall have no obligation to participate in the defense thereof and shall not be obligated to appear, answer or file any pleadings whatsoever. In that event, Inland shall bear the risk of default judgment and shall have no recourse against the Village.

8. Miscellaneous.

A. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Village and Inland, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Inland, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Inland. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

B. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

C. Cooperation and Further Assurances. The Village and Inland each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village, Inland, or other appropriate persons, the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect to this Agreement.

D. Successors and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Inland may assign this Agreement provided that Inland's assignee must agree to continue to operate the Properties in accordance with the purposes set forth for each of the respective Retail Projects for the balance of the Term.

E. Default. Except as otherwise provided under this Agreement, in the event of any default under, or breach of, this Agreement, which default or breach remains uncured for thirty (30) days after written notice from the non-defaulting party, the non-defaulting party shall have all rights and remedies at law, or in equity.

F. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Village nor Inland shall be considered in default under this Agreement if their performance is delayed by damage or destruction by fire or other casualty, condemnation, strike, lock-out, civil disorder, war, shortages or delays in delivery or equipment, materials or fuel, Acts of God or unusual weather conditions or other causes beyond such party's reasonable control, and the time for performance of obligations shall be extended by one day for every day of such delay.

G. Notices. All notices under this Agreement shall be in writing. Notices shall be deemed properly given if personally delivered or if sent by a nationally-recognized "overnight" courier service such as Fed Ex, to the addresses set forth below:

If to the Village:

Village of Montgomery
200 N. River Street
Montgomery, IL 60538
Attn: Village Administrator

If to Inland:

2901 Butterfield Road
Oak Brook, IL 60523
Attn: President _____

Notices shall be deemed given on the date of delivery (if personally delivered) or (if delivered via "overnight" courier service) on the first business day after being given to the courier service with all charges prepaid.

H. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to the conflicts of laws provisions of Illinois law.

I. Merger. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior or contemporaneous verbal understandings between the parties concerning the allocation of sales tax revenue from the Retail Project. This Agreement may be amended only by a written document executed by both parties hereto.

J. Severability. In the event that any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent that the remainder can be given effect without the unenforceable provision.

K. Village Representation. The Village hereby represents and warrants that the Village has undertaken all steps and procedures required by the Enabling Statute to enter into this Agreement, including the due and proper adoption of an ordinance specifically authorizing the Village to enter into this Agreement. The Village has followed, and will continue to follow, all necessary procedures and will take all such further actions as may be necessary under the Enabling Statute to fulfill its obligations under this Agreement.

L. Inland's Representation. Inland represents and warrants that Inland has full power and authority to enter into this Agreement, and that the person executing this Agreement on behalf of Inland has been duly authorized to do so.

M. Payment of Claims. The Village will pay and discharge from sources other than the Pledged Sales Tax Fund any lawful claims which, if unpaid, might become a lien or charge upon the Pledged Sales Tax Revenues payable to Inland or its designee hereunder. However, nothing herein contained shall require the Village to make such payments so long as the Village in good faith shall contest the validity of such claims.

O. Repealer. To the extent that any ordinance, resolution, rule, order or other provision of the Village's Code of Ordinances or any part thereof is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling to the extent lawful. To the extent that any federal or state statute, regulation, rule, or order, or any part thereof shall conflict with a provision of this Agreement, the provision of such federal or state statute, regulation, rule, or order shall be controlling to the extent lawful, and if such federal or state statute, regulation, rule, or order shall prohibit either party from carrying out any provisions of this Agreement, this Agreement shall be null and void to such extent.

P. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Q. Assignment. Inland's rights, duties and obligations under this Agreement may only be assigned with the consent of the Village unless said assignment is in conjunction with a sale of substantially all the assets of Inland to a single third party in which case said assignment may be made without the consent of the Village.

R. Recitals. All Recitals herein are incorporated herein as though fully set forth in the body of this Agreement.

In witness whereof, the Village and Inland have executed this Agreement on the date first set forth above.

VILLAGE OF MONTGOMERY,
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

INLAND NATIONAL DEVELOPMENT CORPORATION,
an Illinois business corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description

Parcel 1: Binny's Property

Property Identification Number: 03-02-201-021

THAT PART OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 2, 594.00 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 43 DEGREES 59 MINUTES 53 SECONDS EAST (ILLINOIS STATE PLANE GRID-EAST ZONE), ALONG A MONUMENTED LINE OF OCCUPATION, AND AS DESCRIBED IN A DEED IN TRUST RECORDED AS DOCUMENT 921002, A DISTANCE OF 2969.75 FEET; THENCE NORTH 54 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 1068.59 FEET; THENCE SOUTH 35 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 130.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 35 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 371.69 FEET; THENCE NORTH 65 DEGREES 04 MINUTES 37 SECONDS EAST A DISTANCE OF 42.27 FEET; THENCE SOUTH 35 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 393.98 FEET; THENCE SOUTH 54 DEGREES 57 MINUTES 08 SECONDS WEST A DISTANCE OF 113.49 FEET; THENCE NORTH 35 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 402.01 FEET; THENCE SOUTH 54 DEGREES 57 MINUTES 08 SECONDS WEST A DISTANCE OF 78.00 FEET; THENCE NORTH 35 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 371.09 FEET; THENCE NORTH 54 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 149.88 FEET TO THE POINT OF BEGINNING, CONTAINING 2.3201 ACRES, MORE OR LESS AND LYING IN KENDALL COUNTY, ILLINOIS.

MARCH 9, 2006

Parcel 2: Ogden Hill East Multi-Tenant Building

Property Identification Number: [TBD]

PART OF LOT 3 IN THE RESUBDIVISION OF LOT 5 IN OGDEN HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MONTGOMERY, KENDALL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN SAM'S CLUB RESUBDIVISION, RECORDED ON AUGUST 8, 2013 AS DOCUMENT 20130001701; THENCE NORTH 37°11'39"W ALONG THE NORTHEASTERLY

LINE OF SAID LOT 1, 362.69 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1; THENCE NORTH 54°57'18"E ALONG SAID SOUTHEASTERLY LINE, 32.22 FEET; TO THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE NORTH 35°02'42"W ALONG SAID NORTHEASTERLY LINE, 15.00 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 3; THENCE NORTH 54°57'18"E ALONG SAID NORTHEASTERLY LINE 154.85 FEET; THENCE SOUTH 37°11'39"E 366.93 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF U.S. ROUTE 34, RECORDED NOVEMBER 19, 2008 AS DOCUMENT 2008-24843; THENCE SOUTHWESTERLY, 187.54 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 22,485.50 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 51°39'55"W, 187.53 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 69,346 SQUARE FEET, MORE OR LESS, OR 1.592 ACRES, MORE OR LESS.

EXHIBIT B

Initial List of Planned Improvements and Estimate of Development Costs

AMENDMENT TO INDUCEMENT AGREEMENT –
OGDEN HILL, LLC (BINNY’S)

THIS AMENDMENT (“Amendment”) to the Inducement Agreement – Ogden Hill, LLC (“Inducement Agreement”) is entered into as of the ____ day of _____, 2016, by and between the Village of Montgomery, Kane and Kendall Counties, Illinois, a municipal corporation (“Village”) and Ogden Hill, LLC, an Illinois limited liability company (“Ogden Hill”), Chicago Title Land Trust Company, as successor trustee to LaSalle Bank National Association, successor Trustee to American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated January 16, 1992 and known as Trust No. 115028-04 (“Trust”), Montgomery Sterling, LLC, an Illinois limited liability company (“MS”), [Ogden Hill, Trust, and MS, are hereinafter collectively referred to as “Owners”]. Capitalized terms as used herein that are not defined in this Amendment shall have the same meanings as defined in the Inducement Agreement.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Preliminary Statements

Among the matters of mutual inducement which have resulted in this Amendment are the following:

(a) Since the execution of said Inducement Agreement, The Parties hereto have agreed to negotiate a separate inducement agreement for a portion of the Property due to unique circumstances. Accordingly in consideration of the Village entering into an

inducement agreement with _____ (approved simultaneously with this amendment), all Parties agree to the following provision:

(i) The portion of the Subject Property set forth herein as Exhibit __ is hereby removed and excluded from the provisions of the Inducement Agreement and all amendments thereto. The Village shall have no obligation to pay over to the Owners or Developer any sales tax generated from the Exhibit __ Property. As to the Exhibit __ Property, the Inducement Agreement and all amendments thereto shall be terminated and of no further force and effect.

2. Exhibits Amended

The Exhibit List and Exhibits of the Inducement Agreement are hereby amended to add Exhibit “__” attached hereto and incorporated herein by reference.

5. Remaining Terms and Provisions Unaffected

Except as herein specifically modified by the terms and provisions of this Amendment, all other terms and conditions of the Inducement Agreement shall remain in full force and effect.

6. Execution of Amendment

This Amendment shall be signed last by the Village and the President of the Village shall affix the date on which she signs this Amendment on page 1 hereof which date shall be the effective date of this Amendment.

IN WITNESS WHEREOF, this Amendment as of the day and year first above written.

VILLAGE OF MONTGOMERY, a
municipal corporation

ATTEST:

By: _____
Village Clerk

By: _____
Village President

OGDEN HILL, L.L.C., an Illinois limited
liability company

By: _____
Matthew G. Fiascone
Its: _____ President _____

ATTEST:

By: _____
Its: _____

Montgomery Sterling. L.L.C., an
Illinois limited liability company, by
Inland Land Appreciation Fund II,
L.P., a Delaware limited partnership,
its sole member, by Inland Real
Estate Investment Corporation, a
Delaware corporation, its general
partner

By: _____
Its: _____

Chicago Title Land Trust Company,
as successor trustee to LaSalle Bank
National Association, as successor
Trustee to American National Bank
and Trust Company of Chicago, as
Trustee under a Trust Agreement
dated January 16, 1992 and known as
Trust No. 115028-04

By: _____
Its: _____

ATTEST:

By: _____
Its: _____



**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: Honorable Village President and Board of Trustees

From: Rich Young, Acting Village Administrator

Date: July 20, 2016

B of T Date: July 25, 2016

Subject: Liquor License Request from Cardinal Liquor Depot

Submitted By: Dan Meyers, Chief of Police

Background/Policy Implications:

Jefferson Liquors, Inc, dba Cardinal Liquor Depot, is requesting a liquor license for a liquor store at 1500 Douglas Road in the former Aldi store. Their letter of request and business outline is attached. A representative of Jefferson Liquors will be present at the Board Meeting on July 25th to present his request and answer any questions.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Acting Village Administrator Rich Young

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

To: Village of Montgomery

From: Jefferson Liquors, Inc.

Date: July 13, 2017

Re: Jefferson Liquors, Inc. Business Proposal at Location of 1500 Douglas Rd.

I. Abstract

We, Jefferson Liquors, Inc., desire to expand our business by opening a location in the Village of Montgomery. It is our goal to open a “destination” store that will stimulate the economy of your village through attracting consumers from your village, as well as more populous surrounding areas such as Oswego and Aurora. This article contains a written description of the history of Jefferson Liquors, Inc., while also describing the layout and current financial figures and future sales projections of our Joliet location. Further, this piece contains a plan that describes the manner in which we desire to expand our corporation by opening a second location in the Village of Montgomery. This plan details both the cosmetic features we plan to display inside and outside of our proposed store, as well as the alluring sales strategies we desire to employ in achieving our goal of establishing a “destination” packaged-alcoholic beverage retail business in your Village. Lastly, this piece explains why the Village of Montgomery, and the location of 1500 Douglas Rd. in particular, is the ideal place for us to execute our business plan.

II. Our Story

We established our corporation, Jefferson Liquors, Inc. in 2005 in the City of Joliet, IL. Our original location, a 3600 sq. ft. store at the address of 2941 W.

Jefferson St. was located inside of the cramped “Jefferson Village” shopping plaza next to a nail salon and Dunkin Donuts store. We rented this location from 2005-2009, boasting higher sales figures than any other store of our class in the area. In the Fall of 2009, we purchased a new building and moved our store to our current and more spacious location at 3001 W. Jefferson St., approximately five-hundred feet from our original location.

Our corporation is owned and operated by family. I, Adel Sheikah, the owner and CEO of our operations, have a long history in the alcohol retail industry. I began my work in the industry as a teenager in my father’s liquor stores located in Blue Island, IL and Calumet Park, IL. Over the years I have shifted my interests from owning and operating small-sized neighborhood-oriented liquor stores into opening large “destination” stores that build revenue from local sales, as well as sales from alcoholic beverage connoisseurs who drive in from surrounding towns to shop in my 12,000 square foot Joliet store. Along with my wife Yousra, son Ammar and brother Ashraf, I manage and operate my Joliet location. Upon approval of the liquor license that we seek, we will work diligently to contact suppliers and distributors in order to stock the new location with the most current and sought-after items in the alcohol retail industry at aggressive prices.

III. Our Current Store: “Liquor Depot” of Joliet

Our corporation currently consists of a 12,000 square foot store in Joliet, IL. Located at 3001 W. Jefferson St., “Liquor Depot” is home to a beautiful array of wines, spirits and both macro and micro brewed beers. Our store prides itself on being able to cater to people of all ages, races, and socioeconomic classes. We are able to serve such a diverse customer base because we stock our shelves with products that vary in price. We carry products that are both rare and

extravagant, while also carrying locally-produced and practically-priced beverages. For example, we sell wines that range in price from \$139.99 bottles of cabernet sauvignon from France and Napa Valley, to \$3.99 bottles of chardonnay produced in nearby Utica, IL.

On the subject of sales figures, our Joliet store has seen its annual sales increase exponentially year-after-year. In detail, we generated over \$6 million in sales in 2015. This year we are on pace to eclipse that figure and approach the \$7 million mark. We find these figures to be especially strong considering the fact that we are in a populous area that is home to several other formidable liquor stores, including “Binny’s Beverage Depot” of Mokena, which is less than ten miles from us. Knowing this, we are confident that we are able to compete with other stores of our class in our range of operation.

In terms of inventory, our business model is unique from that of the typical liquor store. Specifically, while the majority of off-premise liquor retailers focus their inventory on macro beers and mass-produced wines, we tend to explore the horizons of what our customers desire to drink. An example of this horizon exploration is found in our beer inventory, where approximately twenty-five percent of our product is produced and distributed by small craft breweries. We carry over one thousand craft beers SKUs from over two hundred breweries ranging in location from Alaska to Florida, and from the United States to Japan. Yet another feature that distinguishes our store’s inventory from its competitors is our refrigeration system. Our Joliet store boasts an enormous thirty-seven door walk-in refrigerator that caters to our customers’ desire to purchase beer that is fresh and cold.

IV. Our Plan

Upon approval of the liquor license that we seek from your office, we will purchase the building located at 1500 Douglas Rd. Following this purchase we will begin working on both the interior and exterior of the building and lot. Specifically, we plan on creating a “department store” flow inside of our store by removing the floor tiles and creating a smooth painted concrete surface for our customers to walk on. Further, we will remove the ceiling tiles and remodel the duct system to create a more open and aesthetically-pleasing store for our customers to shop in. On the exterior, we will construct a large sign on the face of our building that will read “Liquor Depot.” In order to illustrate that we are more than a traditional “liquor store,” we will also construct smaller signs that read “wine warehouse” and “craft beer superstore.” All of these signs will be lit and visible during all hours of the day. Finally, we will improve our exterior by resurfacing and repainting our parking lot and building an illuminated street sign with our store’s name on it.

V. Why Your Village is Right for Us

We desire to expand our corporation by opening a store in your village for a multitude of reasons. Chiefly, we desire to open a store in your village because your village does not currently have any retail alcohol businesses of our size and class within its borders. Although there are other liquor stores in your village, none of these stores have the revenue available to order items in bulk in order to receive them at low prices from suppliers in the manner we are able to. Given this fact, our prices will be considerably lower than other stores in the area. Next, the village of Montgomery is ideal for us because its lack of “destination” liquor stores has created a community that will be thrilled to see a store of our class opening its doors in a location that is convenient for them. This will likely

result in our store having little to no trouble in its first few weeks and months of operation.

VI. How our Store Will Benefit Your Village

Given that your village does not currently host any alcohol retail stores of our ilk, our store opening in your community will likely prevent your constituents from driving to neighboring towns to purchase their beverages. Furthermore, our presence as a large alcohol retail store will likely attract many residents of Oswego, Aurora and other neighboring communities into our store. By the same token, this likely result will generate more tax revenue for your town in the form of municipal sales taxes. Based on our research, the Village of Montgomery garners a one percent sales tax rate on all local sales. With this, our store will most assuredly help your village improve its bottom line through our sales tax revenue and the sales tax revenue of other local businesses, which will likely increase as residents of other towns will be convinced to spend their money in Montgomery by the presence of our business.



**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: Rich Young, Acting Village Administrator

Date: July 20, 2016

B of T Date: July 25, 2016

Subject: TIF #1 Projects

Submitted By: Justin VanVooren, Director of Finance

Background/Policy Implications:

The budget for TIF #1 included three projects to be completed during fiscal year 2017, including flood detection measures at a cost of \$7,500; rough grading and seeding of a TIF lot owned by the Village for \$50,000; and Pearl Street storm sewer for \$362,650.

Resolution 2016-005 authorizes all three projects as TIF eligible. Resolution 2016-006 expresses the Village's intent to reimburse the Pearl Street storm sewer costs from the proceeds of the debt certificates. Ordinance 1733 authorizes and approves the issuance of debt certificates. Please note the Village currently has cash on hand for the flood detection, rough grading and seeding, and a portion of the storm sewer work (certificate amount is different than costs above).

Staff is looking for direction from the Village Board to place these items on the August 8th Board for approval. It is anticipated the grading and storm sewer projects will then be awarded at the August 22nd Board meeting.

Describe Fiscal Impact/Budget Account Number and Cost:

The three projects noted above were included in the budget under accounts 134-4010-520-30-03, 134-4010-560-79-04, and 134-4010-560-79-12 for a total of \$420,150.

Review:

Acting Village Administrator Rich Young

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

Resolution No. 2016-005

**A RESOLUTION AUTHORIZING REDEVELOPMENT PROJECTS
WITHIN THE US ROUTE 30 AND FIFTH STREET REDEVELOPMENT
PROJECT AREA**

WHEREAS, the Village of Montgomery, Kane and Kendall Counties, Illinois (the “*Village*”) is a unit of local government organized under the laws of the State of Illinois and as such has authority to promote the health, safety and welfare of the Village and its citizens; authority to encourage private investment in industry, business and housing in order to enhance the tax base of the Village; authority to ameliorate blight; and, authority to enter into contractual agreements with third persons to achieve these purposes; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the Village President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”) are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a “blighted area”, as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Village authorized the preparation of a redevelopment plan setting forth objectives, a summary of the conditions and potential redevelopment project costs (the “*Redevelopment Plan*”), within a designated area which, due to the blighting factors found in such area, qualified it as a “redevelopment project area” under the TIF Act; and,

WHEREAS, on July 10, 2006, the Corporate Authorities adopted Ordinance 1280 approving the Redevelopment Plan, adopted Ordinance No. 1281 designating the redevelopment

project area as a Redevelopment Project Area (as defined by the TIF Act) and adopted Ordinance No. 1282 adopting the TIF Act as applicable to the Redevelopment Project Area for the purpose of implementing the Redevelopment Plan; and,

WHEREAS, the Corporate Authorities have reviewed certain proposed infrastructure projects to be undertaken within the Redevelopment Project Area by the Village and have determined that such projects are in furtherance of the Redevelopment Plan and therefore the costs to construct these projects qualify as “redevelopment project costs” reimbursable under the TIF Act from incremental real estate taxes as may be available as a result of the Village’s adoption of the TIF Act for the Redevelopment Project Area.

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

Section One: Incorporation of Preambles

The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section Two: Intent to Reimburse

A. That the costs to be incurred by the Village for flood detection measures, the rough grading and seeding of Village property and the improvements to the storm sewer on Pearl Street (collectively, the “*Projects*”) are hereby designated as redevelopment projects within the Redevelopment Project Area, the costs of which being payable from incremental real estate taxes deposited into the Special Tax Allocation Fund (the “STAF”) established pursuant to Ordinance No. 1282.

B. The Director of Finance is hereby authorized to allocate funds deposited into the STAF such amounts as may be available for the payment of the Projects after a review and calculation of any other outstanding obligations or as may hereafter be committed for eligible redevelopment projects.

Section Three: General Provisions

REPEALER: All ordinances, resolutions, or portions thereof in conflict with this resolution are hereby repealed.

SEVERABILITY: Should any provision of this Resolution 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 Resolution.

EFFECTIVE DATE: This Resolution 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 8th day of August 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 Peter Heinz	___	___	___	___
Trustee Steve Jungermann	___	___	___	___
Trustee Dennis Lee	___	___	___	___
Trustee Douglas Marecek	___	___	___	___
Trustee Theresa Sperling	___	___	___	___

Resolution No. 2016-006

**A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING
CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM
PROCEEDS OF GENERAL OBLIGATION DEBT CERTIFICATES
TO BE ISSUED BY THE VILLAGE OF MONTGOMERY,
KANE AND KENDALL COUNTIES, ILLINOIS**

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 pursuant to those powers granted to it under 65 ILCS 5/1-1 et seq.; and,

WHEREAS, the Board of Trustees of the Village (the “Board”) has developed a list of capital projects with respect to the repair and rehabilitation of the Pearl Street storm sewer, which is located within the Village’s Tax Increment Financing District #1 (collectively, the “Project”); and

WHEREAS, all or a portion of the expenditures relating to the Project (the “Expenditures”) (i) have been paid within the sixty (60) days prior to the passage of this Resolution, or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the Village reasonably expects to reimburse itself for the Expenditures with the proceeds of such general obligation debt certificates.

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

Section One: Incorporation of Preambles

The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section Two: Intent to Reimburse

The Village reasonably expects to reimburse the Expenditures with the proceeds of an obligation in the form of its general obligation debt certificates. The maximum aggregate principal amount of such obligations expected to be issued for the Project is \$352,850.

Section Three: General Provisions

REPEALER: All ordinances, resolutions, or portions thereof in conflict with this resolution are hereby repealed.

SEVERABILITY: Should any provision of this Resolution 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 Resolution.

EFFECTIVE DATE: This Resolution 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 8th day of August 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 Peter Heinz	___	___	___	___
Trustee Steve Jungermann	___	___	___	___
Trustee Dennis Lee	___	___	___	___
Trustee Douglas Marecek	___	___	___	___
Trustee Theresa Sperling	___	___	___	___

Ordinance No. 1733

AN ORDINANCE AUTHORIZING AND PROVIDING FOR AN
INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF PAYING THE
COST OF PURCHASING REAL OR PERSONAL PROPERTY, OR BOTH, IN AND FOR
VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS,
AND AUTHORIZING AND PROVIDING FOR THE ISSUE OF A
\$352,850 DEBT CERTIFICATE, SERIES 2016,
OF SAID VILLAGE EVIDENCING THE RIGHTS TO PAYMENT UNDER SUCH
AGREEMENT, PRESCRIBING THE DETAILS OF THE AGREEMENT AND
CERTIFICATE, PROVIDING FOR THE SECURITY FOR AND MEANS OF PAYMENT
UNDER THE AGREEMENT AND THE CERTIFICATE, AND AUTHORIZING THE
SALE OF THE CERTIFICATE TO THE PURCHASER THEREOF

WHEREAS, the Village of Montgomery, Kane and Kendall Counties, Illinois (the “*Village*”), is a non-home rule municipality of the State of Illinois operating under and pursuant to the Municipal Code of the State of Illinois, as amended (the “*Municipal Code*”), and the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*” and, together with the Municipal Code, the “*Installment Purchase Statutes*”); and

WHEREAS, the President and Board of Trustees of the Village (the “*Board*”) have considered the needs of the Village and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the Village to finance certain capital improvements to certain existing street storm sewers located within the Village, including, in connection with said work, mechanical, electrical, and other services necessary, useful, or advisable thereto (the “*Project*”), all as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal and engineering services related to such work and to the Agreement hereinafter provided for in this Ordinance to be not less than \$352,850,

plus estimated investment earnings which may be received on said sum prior to disbursement;
and

WHEREAS, sufficient funds of the Village are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$352,850 for the purpose of paying such costs; and

WHEREAS, there are no outstanding revenue bonds or other obligations of indebtedness of the Village payable from the revenues of the US Route 30 and Fifth Street Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund of the Village; and

WHEREAS, the Certificate to be issued may, at the Village's option, be payable from the Pledged Revenues, as hereinafter defined; and

WHEREAS, pursuant to the Installment Purchase Statutes, the Village has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than twenty (20) years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the Village will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the Village to avail of the provisions of the Installment Purchase Statutes to authorize an Installment Purchase Agreement (the "*Agreement*"); name the Director of Finance of the Village (the "*Director of Finance*") as counter-party to the Agreement, as nominee-seller; authorize the President and Clerk of the Village to execute and attest, respectively, the Agreement on behalf of the Village and to file the Agreement with said Clerk in his or her capacity as keeper of the records and files of the

Village; and issue one or more certificates evidencing the indebtedness incurred under the Agreement in the aggregate amount of \$352,850; and

WHEREAS, the Director of Finance has agreed to assign its right to payment of the purchase price of the Project, together with interest thereon, to the registered owner of the Certificate authorized by this Ordinance.

NOW, THEREFORE, Be It and It Is Hereby Resolved by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

SECTION 2. AUTHORIZATION. It is necessary and advisable for the residents of the Village to pay the costs of the Project and to borrow money and, in evidence thereof and for the purpose of financing such costs, enter into the Agreement and, further, to provide for the issuance and delivery of a certificate or certificates evidencing the indebtedness incurred under the Agreement.

SECTION 3. AGREEMENT IS A GENERAL OBLIGATION; ANNUAL APPROPRIATION; CONTRACT TO ISSUE CERTIFICATE. The Village hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the Village payable from any funds of the Village lawfully available and annually appropriated for such purpose. The Village represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the Village, is within all applicable statutory and constitutional debt limitations of the State of Illinois. The Village agrees to appropriate funds of the Village annually and in a timely manner so as to provide

for the making of all payments when due under the terms of the Agreement. The funds from the sale of said Certificate be and they hereby are appropriated and set aside for the purpose hereinbefore set out.

SECTION 4. PLEDGED REVENUES. For the purpose of providing funds required to pay the principal of and the interest on the Certificate promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the Village may, at its option, deposit into the Certificate Fund (as hereinafter defined) the revenues received by the Village from time to time from the US Route 30 and Fifth Street Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund of the Village (the “*Pledged Revenues*”). Pursuant to Section 13 of the Debt Reform Act, the Pledged Revenues are hereby pledged to the payment of the Certificate, and the Village covenants and agrees to provide for and collect the Pledged Revenues and, at its option, to apply the Pledged Revenues to the payment of the Certificate. The Village covenants and agrees with the Purchaser and the holder of the Certificate that so long as the Certificate remains outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect or to receive the Pledged Revenues, and the Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available, extended and collected as provided herein and, at the Village’s option, be deposited into the Certificate Fund established to pay the principal of and interest on the Certificate.

SECTION 5. EXECUTION AND FILING OF THE AGREEMENT. From and after the effective date of this Ordinance, the President and Clerk are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth on **Exhibit**

A to this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Director of Finance is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Clerk and retained in the Village records and shall constitute authority for the issuance of the Certificate hereinafter authorized.

SECTION 6. FORM OF THE AGREEMENT. The Agreement shall be in substantially the form as set forth on **Exhibit A** attached hereto and made a part hereof.

SECTION 7. CERTIFICATE DETAILS. For the purpose of providing the funds for the Project, there shall be issued and sold a certificate of the Village in the principal amount of \$352,850, which shall be designated “Debt Certificate, Series 2016” (the “*Certificate*”). The Certificate shall be dated July ____, 2016 (the “*Dated Date*”), and shall also bear the date of authentication. The Certificate shall be issued as a single fully registered Certificate in the original principal amount of \$352,850. The Certificate shall bear interest at the rate of two and 95/100 percent (2.95%) per annum, to be payable monthly on the first day of each month, commencing on August 1, 2016, in the amounts as set forth on ***Schedule 1*** attached hereto. Principal on the Certificate shall become due and payable (subject to the right of prior redemption hereinafter stated) on the first day of each month, commencing on August 1, 2016, and in the amounts as set forth on ***Schedule 1***.

The Certificate shall bear interest from the Dated Date until the principal amount of the Certificate is paid, such interest (computed on the basis of a 360-day year of twelve 30-day months) to be paid by the Village directly to First National Bank of Omaha (the “*Purchaser*”). The principal of the Certificate, and interest thereon, shall be payable in lawful money of the United States of America by the Village directly to the Purchaser.

The Certificate shall be signed by the President and Clerk, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Certificate shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Director of Finance, as registrar and paying agent (the “*Certificate Registrar*”) and as authenticating agent of the Village, and showing the date of authentication. The Certificate shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance.

SECTION 8. REGISTRATION OF CERTIFICATE. The Village shall cause books (the “*Certificate Register*”) for the registration and for the transfer of the Certificate as provided in this Ordinance to be kept at the office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the Village.

The Certificate may be transferred or exchanged, but only in the manner, subject to any limitations, and upon payment of the charges as set forth in this Ordinance. Subject to compliance with the terms set forth herein, upon surrender for transfer of the Certificate at the office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or

transferees a new fully registered Certificate or Certificates for a like aggregate principal amount. The execution by the Village of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate.

The Certificate Registrar shall not be required to transfer or exchange the Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days of mailing of a notice of redemption of the Certificate.

The person in whose name the Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or the legal representative of such owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificate, but the Village or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Certificate except in the case of the issuance of a Certificate for the unredeemed portion of a Certificate surrendered for redemption.

SECTION 9. REDEMPTION. The Certificate shall be subject to optional redemption in whole or in part at any time at the redemption price of par plus accrued interest to the date of redemption.

SECTION 10. REDEMPTION PROCEDURE. The Village shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar), notify the Certificate Registrar of such redemption date and of the principal amount of the Certificate to be redeemed. Unless waived by any holder of Certificate to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate (or portions thereof) to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than the outstanding Certificate is to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificate to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon the Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where the Certificate is to be surrendered for payment of the redemption price, which place of payment shall be the office of the Certificate Registrar, and

(6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the Village shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of the Certificate or portion of the Certificate which is to be redeemed on that date.

Unless moneys sufficient to pay the redemption price of the Certificate to be redeemed shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditioned upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem the Certificate, or portion thereof, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Certificate, or portion thereof, will not be redeemed.

Notice of redemption having been given as aforesaid, the Certificate or portion thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) the Certificate or portion thereof shall cease to bear interest. Upon surrender of the Certificate for redemption in accordance with said notice, such Certificate, or portion thereof, shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Certificate, there shall be prepared for the registered holder a new Certificate in the amount of the unpaid principal.

If the Certificate or portion thereof called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion thereof so called for redemption.

SECTION 11. FORM OF CERTIFICATE. The Certificate shall be in substantially the form as set forth in **Exhibit B** attached hereto and made a part hereof.

SECTION 12. SALE OF CERTIFICATE. The Director of Finance is hereby authorized and directed to deliver the Certificate to the Purchaser at a purchase price of \$352,850. The President and the Clerk are authorized and directed to execute a certificate purchase agreement (the "*Purchase Contract*") in connection with the sale of the Certificate, in the name of and on behalf of the Village. The Purchase Contract shall be substantially in the form of purchase agreements commonly used in transactions similar to that described in the Ordinance, with such changes as necessary to reflect the terms and provisions of the Certificate, this Ordinance and such other changes as the President or Director of Finance shall determine are necessary or desirable in connection with the sale of the Certificate. No person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance and the Certificate.

SECTION 13. USE OF CERTIFICATE PROCEEDS. Any accrued interest received on the delivery of the Certificate is hereby appropriated for the purpose of paying first interest due on the Certificate and is hereby ordered deposited into the "Debt Certificate Fund of 2016"

(the “*Certificate Fund*”), which shall be the fund for the payment of the principal of and interest on the Certificate. Pledged Revenues may, at the Village’s option, be deposited into the Certificate Fund, as received, and used solely and only for the payment of principal and interest on the Certificate when due (including any redemption). Funds lawfully available for the purpose of paying the principal of and interest on the Certificate shall be deposited into the Certificate Fund and used solely and only for such purpose.

The remaining principal proceeds of the Certificate and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificate and for the purpose of paying a portion of the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the “2016 Capital Improvement Account of the Village” (the “*Project Fund*”), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificate deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificate deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“*Work Contracts*”) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represents and covenants that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the Village for same.

2. Pursuant to this Ordinance or subsequent ordinance or ordinances to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. This Ordinance, any such further ordinance and said Work Contracts shall be filed of record with the Clerk and the Director of Finance. The adoption and filing of any such ordinance or ordinances and the Work Contracts with such officers shall constitute authority for the Director of Finance to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further ordinances, resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the Village for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Statutes, the Director of Finance acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificate.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificate to one or more related funds of the Village already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificate, as herein provided, as if the funds described above had in fact been created.

SECTION 14. NON-ARBITRAGE AND COVENANTS. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificate) if taking, permitting or omitting to take such action would cause the Certificate to be an arbitrage bond or a private activity bond within the meaning of the Internal

Revenue Code of 1986, as amended (the “IRC”) or would otherwise cause the interest on the Certificate to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Certificate, under present rules, the Village is treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The Village hereby designates the Certificate as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the IRC. In support of such designation, the Village hereby certifies that (i) the Certificate will not be at any time a “private activity bond” (as defined in Section 141 of the IRC) other than a “qualified 501(c)(3) bond” (as defined in Section 145 of the IRC), (ii) as of the date hereof, the Village has not issued any tax-exempt obligations of any kind in calendar year 2016 other than the Certificate nor have any tax-exempt obligations of any kind been issued on behalf of the Village, (iii) not more than \$10,000,000 of obligations of any kind (including the Certificate) issued by or on behalf of the Village during calendar year 2016 will be designated for purposes of Section 265(b)(3) of the IRC, and (iv) the Village does not reasonably anticipate that for calendar year 2016 it will issue any obligations (other than the Certificate), or that any such obligations will be issued on behalf of it.

The Village also agrees and covenants with the purchaser and holder of the Certificate from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificate and affects the tax-exempt status of the Certificate.

The Board hereby authorizes any of the officials of the Village responsible for issuing the Certificate, the same being the President and Clerk of the Village and the Director of Finance who receives the taxes of the Village, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificate to be an arbitrage bond and to assure that the interest on the Certificate will be exempt from federal income taxation. In connection therewith, the Village further agrees: (a) through the Village's officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificate and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificate; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

SECTION 15. LIST OF CERTIFICATE HOLDERS. The Certificate Registrar shall maintain a list of the names and addresses of the holders of the Certificate and upon any transfer shall add the name and address of the new Certificate holder and eliminate the name and address of the transferor Certificate holder.

SECTION 16. DUTIES OF CERTIFICATE REGISTRAR. The obligations and duties of the Certificate Registrar hereunder shall include the following:

(a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Certificate holders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Certificate as provided herein;

(d) to cancel and/or destroy any Certificate which has been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Village at least annually a certificate with respect to any cancelled and/or destroyed Certificate; and

(f) to furnish the Village at least annually an audit confirmation of payments made with respect to principal of and interest on the Certificate.

SECTION 17. SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 18. REPEAL. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois this 8th day of August 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 Peter Heinz	___	___	___	___
Trustee Steve Jungermann	___	___	___	___
Trustee Dennis Lee	___	___	___	___
Trustee Douglas Marecek	___	___	___	___
Trustee Theresa Sperling	___	___	___	___

SCHEDULE 1

Amortization Schedule

See attached

EXHIBIT A

Installment Purchase Agreement for purchase of real or personal property, or both, in and for the Village of Montgomery, Kane and Kendall Counties, Illinois.

* * *

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”), dated as of July 1, 2016, by and between the Village Director of Finance (as hereinafter defined), as Nominee-Seller (the “*Seller*”), and the Village of Montgomery, Kane and Kendall Counties, Illinois (the “*Village*”):

WITNESSETH:

A. The President and Board of Trustees (the “*Board*”) has determined to finance certain improvements to the Pearl Street storm sewer within the Village (the “*Project*”), as previously approved by the Board and on file with the Village Clerk (the “*Clerk*”).

B. Pursuant to the provisions of the Illinois Municipal Code (the “*Municipal Code*”), and Section 17(b) of the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*” and, together with the Municipal Code, the “*Installment Purchase Statutes*”), in each case, as supplemented and amended (collectively, “*Applicable Law*”), the Village has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than twenty (20) years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the Village will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On July __, 2016, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted an ordinance (the “*Ordinance*”) authorizing the borrowing of money for the costs of the Project, the execution and delivery of this Agreement to finance same, and the issuance of one or more certificates evidencing the indebtedness so incurred.

D. The Ordinance is (i) incorporated herein by reference, and (ii) made a part hereof as if set out at this place in full; and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to construct the Project on the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the Village as follows:

1. **CONSTRUCTION OF PROJECT**

The Seller agrees to construct the Project upon real estate owned by the Village.

2. **CONVEYANCE**

The Village conveys to the Seller any portion of the Project heretofore acquired by the Village and to be paid from proceeds of the Certificate (as defined in the Ordinance). The Seller agrees to convey each part of the Project to the Village and to perform all necessary work and convey all necessary equipment; and the Village agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed \$352,850, plus the amount of investment earnings which are earned on the amount deposited with the Director of Finance of the Village (the "*Director of Finance*") from the sale of the Certificate and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$352,850, plus the amount of investment earnings which are earned on the amount deposited with the Director of Finance from the sale of the Certificate.

3. **PAYMENTS**

The payment of the entire sum of \$352,850 of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts; and
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificate in the Ordinance.

4. **ASSIGNMENT**

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Statutes to the owner of the Certificate. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificate, evidencing the indebtedness incurred hereby, is assignable (registrable) as provided in the Ordinance.

5. **TAX COVENANTS**

The covenants relating to the tax-exempt status of the Certificate, as set forth in the Ordinance, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. **TITLE**

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the construction thereof, shall and does vest immediately in the Village.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the Village shall continue to make payments as promised herein and in the Certificate and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. **LAWFUL CORPORATE OBLIGATION**

The Village hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the Village payable from the general funds of the Village and such other sources of payment as are otherwise lawfully available. The Village represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations. The Village agrees to appropriate funds of the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement. Pursuant to the Ordinance and Section 13 of the Debt Reform Act (as defined in the Ordinance), the Certificate is further secured by a pledge of Pledged Revenues (as defined in the Ordinance) on deposit in the Certificate Fund.

8. **GENERAL COVENANT AND RECITAL**

It is hereby certified and recited by the Seller and the Village, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. **NO SEPARATE TAX**

THE SELLER AND THE VILLAGE RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE VILLAGE OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. **DEFAULT**

In the event of a default in payment hereunder by the Village, the Seller or any Certificate holder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

(the balance of this page is intentionally left blank)

IN WITNESS WHEREOF, the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Clerk, and the Village has caused this Installment Purchase Agreement to be executed by its President, and also attested by the Clerk and the seal of the Village to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: _____
Justin VanVooren, as Nominee-
Seller and the Director of
Finance
of the Village

Attest:

Village Clerk

VILLAGE OF MONTGOMERY, KANE AND
KENDALL COUNTIES, ILLINOIS

President

Attest:

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk (the “*Clerk*”) of the Village of Montgomery, Kane and Kendall Counties, Illinois (the “*Village*”), and as such officer I do hereby certify that on the ____ day of July, 2016, there was filed in my office a properly certified copy of that certain document, executed by the President of the Village, attested by me in my capacity as Village Clerk, and further executed, as Nominee-Seller, by the Director of Finance of the Village, also attested by me, dated as of the date hereof, and entitled “Installment Purchase Agreement for purchase of real or personal property, or both, in and for the Village of Montgomery, Kane and Kendall Counties, Illinois”; and supporting the issuance of a certain Debt Certificate, Series 2016, of the Village; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ____ day of July, 2016.

Village Clerk

EXHIBIT B

Form of Certificate

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF KANE AND KENDALL
VILLAGE OF MONTGOMERY
DEBT CERTIFICATE SERIES 2016**

Interest Rate
2.95%

Maturity Date
August 1, 2026

Dated Date
July __, 2016

Registered Owner: FIRST NATIONAL BANK OF OMAHA

Principal Amount: THREE HUNDRED FIFTY-TWO THOUSAND EIGHT
HUNDRED FIFTY DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Montgomery, Kane and Kendall Counties, Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate at the Interest Rate per annum set forth above. The principal of and interest on this Certificate shall be payable monthly on the first day of each month, commencing on August 1, 2016, in the amounts as set forth on *Schedule 1* attached hereto, with a final payment on August 1, 2026. Payment of the monthly installments of principal and interest hereon shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Director of Finance of the Village, as certificate registrar and paying agent (the "*Certificate Registrar*"), at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

This Certificate is issued by the Village to finance certain capital improvements to certain existing street storm sewers located within the Village, in full compliance with the provisions of the Municipal Code of the State of Illinois, the Local Government Debt Reform Act of the State of Illinois (the "*Debt Reform Act*"), and all laws amendatory thereof and supplementary thereto, and is authorized by the President and Board of Trustees of the Village by an Ordinance duly and properly adopted for that purpose, in all respects as provided by law. The Certificate issued by the Village in connection with the Project has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Agreement*"), dated as of July 1, 2016, entered into by and between the Village and the Director of Finance thereof, as

Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

This Certificate shall be subject to optional redemption in whole or in part at any time.

Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner hereof at the address shown on the registration books of the Village maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the office of the Certificate Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing Ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate for the same aggregate principal amount will be issued to the transferee in exchange therefor.

This Certificate is issued as a single fully registered Certificate without coupons in the denomination equal to the principal amount hereof, and may be exchanged at the office of the Certificate Registrar for a like aggregate principal amount, upon the terms set forth in the authorizing Ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days of mailing of a notice of redemption of any Certificate.

The Village and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Village nor the Certificate Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the Village payable from any funds of the Village legally available and annually appropriated for such purpose, that the Village shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due.

THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO

OTHER TAXES OF THE VILLAGE OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

Pursuant to the Ordinance and Section 13 of the Debt Reform Act, this Certificate is secured by a pledge of certain incremental taxes derived from the Village's US Route 30 and Fifth Street Tax Increment Financing Redevelopment Project Area.

The Village has designated this Certificate as a qualified tax-exempt obligation to qualify this Certificate for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF, the Village of Montgomery, Kane and Kendall Counties, Illinois, by its President and Board of Trustees, has caused this Certificate to be signed by its President and attested by its Clerk, and has caused the seal of the Village to be affixed hereto or printed hereon, all as of the Dated Date identified above.

Specimen

President, Village of Montgomery, Kane
and Kendall Counties, Illinois

(SEAL)

Attest:

Specimen

Village Clerk, Village of Montgomery, Kane
and Kendall Counties, Illinois

Date of Authentication: July ___, 2016

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar and Paying Agent:
Village of Montgomery, Illinois

This Certificate is described in the within mentioned Ordinance and is the Debt Certificate, Series 2016, of the Village of Montgomery, Kane and Kendall Counties, Illinois

By: Specimen
Director of Finance

SCHEDULE I

Amortization Schedule

See attached

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the Village of Montgomery, Kane and Kendall Counties, Illinois (the “Clerk”), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the ___ day of July, 2016, insofar as same relates to the adoption of an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF PAYING THE COST OF PURCHASING REAL OR PERSONAL PROPERTY, OR BOTH, IN AND FOR VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS, AND AUTHORIZING AND PROVIDING FOR THE ISSUE OF A \$352,850 DEBT CERTIFICATE, SERIES 2016, OF SAID VILLAGE EVIDENCING THE RIGHTS TO PAYMENT UNDER SUCH AGREEMENT, PRESCRIBING THE DETAILS OF THE AGREEMENT AND CERTIFICATE, PROVIDING FOR THE SECURITY FOR AND MEANS OF PAYMENT UNDER THE AGREEMENT AND THE CERTIFICATE, AND AUTHORIZING THE SALE OF THE CERTIFICATE TO THE PURCHASER THEREOF.

a true, correct and complete copy of which said Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Municipal Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Village, this ___ day of July, 2016.

By: _____

(Seal)

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

FILING CERTIFICATE

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Village Clerk and Director of Finance of Village of Montgomery, Kane and Kendall Counties, Illinois (the “*Village*”), respectively, and as such officers we do hereby certify that on the ____ day of July, 2016, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of an Ordinance adopted by the Board on the ____ day of July, 2016, and entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF PAYING THE COST OF PURCHASING REAL OR PERSONAL PROPERTY, OR BOTH, IN AND FOR VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS, AND AUTHORIZING AND PROVIDING FOR THE ISSUE OF A \$352,850 DEBT CERTIFICATE, SERIES 2016, OF SAID VILLAGE EVIDENCING THE RIGHTS TO PAYMENT UNDER SUCH AGREEMENT, PRESCRIBING THE DETAILS OF THE AGREEMENT AND CERTIFICATE, PROVIDING FOR THE SECURITY FOR AND MEANS OF PAYMENT UNDER THE AGREEMENT AND THE CERTIFICATE, AND AUTHORIZING THE SALE OF THE CERTIFICATE TO THE PURCHASER THEREOF.

together with any Work Contracts identified by the adoption of said Ordinance, and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF, we hereunto affix our official signatures this ____ day of July, 2016

By: _____
Its Clerk

By: _____
Its Director of Finance



**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: Rich Young, Acting Village Administrator

Date: July 21, 2016

B of T Date: July 25, 2016

Subject: Water Works System Master Plan

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

Background/Policy Implications:

EEl will give a brief summary presentation of the Village's Water Works System Master Plan as a follow up to the presentation made on May 18, 2016. The focus of the discussion will be on determining the preferred alternative for a future water supply for the Village.

A summary overview of the sub regional analysis is attached for reference.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Acting Village Administrator Rich Young

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

SUB-REGIONAL WATER SUPPLY & TREATMENT ANALYSIS

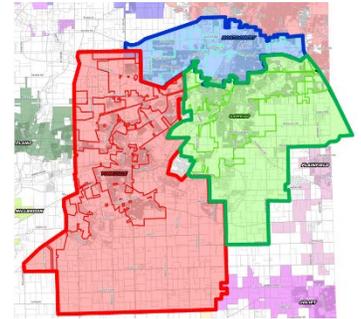


Summary Overview

July 20, 2016

PLANNING AREA OVERVIEW

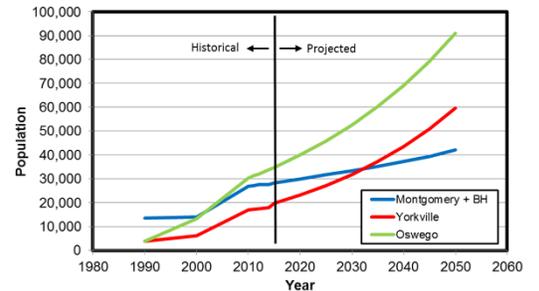
<u>Community</u>	<u>Exist. Corporate Boundary (sq mi)</u>	<u>Planning Area (sq mi)</u>
V. of Oswego	15.1	40.2
C. of Yorkville	20.2	72.9
V. of Montgomery	15.6	9.3



POPULATION PROJECTION

- Population projections based on CMAP 2040 population projection, then the annual growth rate for each community was applied for years 2040 → 2050
- Annual growth rates to 2040 → Oswego – 2.8%, Yorkville – 3.2% & Montgomery – 2.0%
- The total Montgomery Planning Area plus Boulder Hill Subdivision maxes out at 42,000
- The total population projection for the sub-region is 192,561

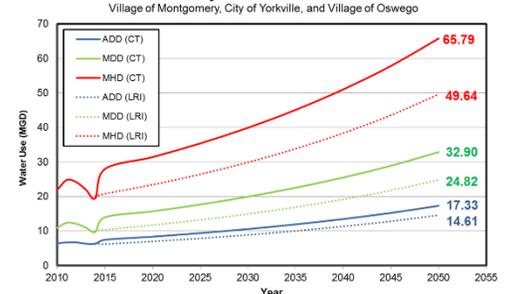
Historical & Projected Population



WATER USE PROJECTION

- The historical (2010 – 2014) water use data was reviewed and then a Current Trends (CT) water use projection was developed for all three communities
- Water conservation best management practices were evaluated for Montgomery and Yorkville and then a Less Resource Intensive (LRI) water use projection was developed for all three communities
- Projected maximum day water use values were developed utilizing historical values for the CT scenario; The lowered LRI levels were developed based on a lower MDD:ADD ratio

Projected Water Use



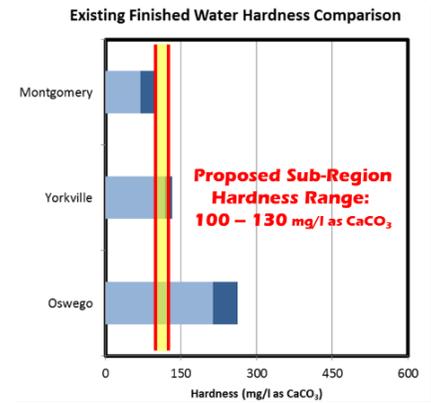
SUSTAINABLE SOURCE WATER ASSESSMENT

- Mapped sand and gravel deposits within & adjacent to the sub-regional planning area → Determined the deposits within the planning area likely will not produce long term sustainable shallow sand & gravel wells
- Modeled deep sandstone aquifer & determined it's long term sustainability is a concern → Joliet switching to surface water has minimal positive affect on the sub-region
- Modeled sustainability of Fox River & determined there likely will be increased capacity in the future
 - Will still need backup water supply sources (i.e. deep wells) for low flow conditions
 - Obtaining a withdrawal permit sooner rather than later likely better



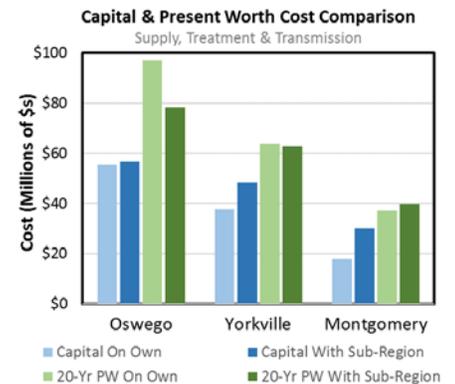
PROPOSED FINISHED WATER QUALITY

- Both Montgomery & Yorkville currently distribute soft water to their water consumers
- While Oswego currently does not distribute soft water, it was determined the sub-regional water treatment plant (WTP) would distribute soft water
- The additional cost to soften the Fox River is minimal
- The proposed lime softening treatment train is similar to the City of Aurora's and the City of Elgin's Fox River WTPs



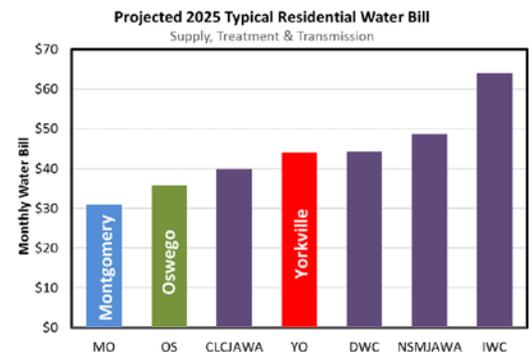
ALTERNATIVES COMPARISON

- Two main sustainable long term options for each community are: 1) Construct a Fox River intake and WTP for each community, or 2) Combine together to construct one intake & WTP (Sub-Regional)
- In the sub-regional alternative, existing community deep sandstone wells, and some new wells, would connect to the WTP
- Current general location identified for the WTP would be at the intersection of the Fox River & Orchard Road → Optimal location for treated water distribution to all three communities
- A large diameter treated water transmission network would connect the treated water to the communities' distribution systems
- Additional investment required for internal water distribution improvements for all three communities



PROJECTED WATER SUPPLY & TREATMENT WATER BILL COMPARISON

- Assuming the sub-regional system were to be online in 2025, projected water supply, treatment and finished water transmission line costs and the resulting water bill to a typical residential water consumer was computed
- Typical monthly costs were compared to 2025 projected (current costs with 3% annual inflation) to other Lake Michigan water consortiums in the area
- Sub-regional solution projected supply, treatment and transmission bill lower than most Lake Michigan supplied systems



POTENTIAL SUB-REGIONAL IMPLEMENTATION PLAN

WORKITEM	YEAR								
	1	2	3	4	5	6	7	8	9
Governance Review	█	█							
Land Acquisition	█	█	█						
Fox River Water Quality Testing		█	█	█					
Water Treatment Plant Component Pilot Testing				█	█				
Design Engineering				█	█	█			
Project Financing					█	█	█		
Permitting & Bidding						█	█		
Construction							█	█	█