

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, August 8, 2016
7:00 PM, Village Hall

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

AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Public Participation

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

A. Public Comments (Two Minute Opportunity).

5. Consent Agenda

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

- A. Minutes of the Village Board Meeting of July 25, 2016.
- B. Building Report for July 2016.
- C. Accounts Payable through August 4, 2016 in the Amount of \$332,896.86.
- D. Cancellation of the August 16th Committee of the Whole Meeting.

6. Items for Separate Action

- A. Recommendation of the Plan Commission on PC 2016-020 A, Z, FP Annexation, Rezoning and Final Plat Located West of VVF on Aucutt Road – Old Dominion Freight.
- B. Ordinance 1735 Annexing Territory, Zoning and Approving a Final Plat for Old Dominion Freight Line (Aucutt Road) (First Reading).
- C. Recommendation of the Plan Commission on PC 2016-021 Z Regarding Fences - Text Amendment to Section 4 of the Zoning Ordinance.
- D. Ordinance 1736 Amending Section 4 of the Village's Zoning Ordinance Regarding Chain Link Fences (First Reading).
- E. Resolution 2016-008 Authorizing a Deviation to Section 12A of the Zoning Ordinance Allowing Light Fixtures to be Installed Above the Ordinance Standards on the American Crystal Property at 1601 Commerce Drive.
- F. Resolution 2016-009 Authorizing a Deviation to Section 12A of the Zoning Ordinance Allowing Light Fixtures to be Installed Above the Ordinance Standards on the Nexeo Property at 1501 Commerce Drive.
- G. Resolution 2016-010 Authorizing a Deviation to Section 12A of the Zoning Ordinance Allowing Light Fixtures to be Installed Above the Ordinance Standards on the CenterPoint Property Located at 900 Knell Road.

- H. Resolution 2016-011 Authorizing a Deviation to Section 12A of the Zoning Ordinance Allowing Light Fixtures to be Installed Above the Ordinance Standards on the Old Dominion Property on Aucutt Road.
- I. Ordinance 1734 Authorizing the Execution of the Sales Tax Incentive Agreement with Inland National Development Corporation (Second Reading).
- J. Resolution 2016-005 Authorizing Redevelopment Projects within the US Route 30 and Fifth Street Redevelopment Project Area.
- K. Resolution 2016-006 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.
- L. Ordinance 1733 Authorizing and Providing for an Installment Purchase Agreement and Authorizing and Providing for the Issue of a \$352,850 Debt Certificate, Series 2016 (Waiver of First and Passage on Second Reading).
- M. Purchase of Ammonia Analyzers for Automated Water Treatment and Chemical Feed from Hach in the Amount of \$52,024.00.

7. **Items for Discussion**

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

8. **New or Unfinished Business**

9. **Executive Session**

- A. To Discuss the Minutes of Meetings for the Purposes of Approval by the Body of the Minutes as Mandated by Section 2.06 Pursuant to 5 ILCS 120/2(c)(21).
- B. To Discuss Collective Negotiating Matters Pursuant to 5 ILCS 120/2 (c)(2).
- C. To Discuss Litigation Which is Filed and Pending, Pursuant to 5 ILCS 120/2(c)(11).

10. **Items for Separate Action**

- A. Report on Closed Session Minutes.

11. **Adjournment**

President Brolley called the meeting to order at 7:12 p.m. followed by the Pledge of Allegiance.

Roll Call

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

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

Public Participation

A. Public Comments (Two Minute Opportunity).

There were no public comments this evening.

B. Proclamation Designating National Night Out.

President Brolley read the proclamation declaring August 2, 2016 to be National Night Out in Montgomery.

It was moved by Trustee Heinz and seconded by Trustee Jungermann to **approve the Proclamation Designating National Night Out.**

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

Consent Agenda

- 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).

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

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

Items for Separate Action

A. Resolution 2016-007 Authorizing the Execution of Agreements with the Illinois Commerce Commission for the Light Road Railroad Crossing.

Engineer Wallers explained that they have been working with property owners to acquire right of way and haven't completed that, so they need to request an extension of time. This is funded 100% by the ICC, with no Village funds involved.

Trustee Bond moved to approve Resolution 2016-007 Authorizing the Execution of Agreements with the Illinois Commerce Commission for the Light Road Railroad Crossing. Trustee Jungermann seconded this motion.

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

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.

Director Hoppenstedt stated that the 2017 road program has been expanded due to funds available from the non-home rule sales tax and less salt ordered for the upcoming winter. The 2017 program will include approximately 7.7 miles of road rehabilitation and will also include crack sealing and patching at locations throughout the Village. This item is a Professional Services Agreement for Design Engineering so that the plans and specifications for the project can be prepared and go out to bid in early 2017. The cost for design engineering is \$244,000.00, with construction engineering to be presented at a later date.

Trustee Marecek asked about new sidewalk on the west side of Orchard Road. Engineer Wallers explained there is no sidewalk currently there. They want to consider putting sidewalk there, but the final decision will be made as part of the design process and will come back before the board again.

Trustee Lee asked if the current new construction there includes sidewalks, and Engineer Wallers confirmed that is the case, although there will still be a gap when those are done.

Trustee Marecek moved to approve 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.

Trustee Lee seconded this motion.

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

President Brolley added that this is a full year ahead of the timing of how we used to do our road program, and we have saved a lot of money by starting early. Engineer Wallers agreed the timing was perfect and allows the work to be completed before Montgomery Fest.

C. Ordinance 1734 Authorizing the Execution of the Sales Tax Incentive Agreement with Inland National Development Corporation (First Reading).

Director Young reviewed that at the last meeting David Howat from Inland presented a proposal to convert the former Office Depot into a Binny's Beverage Depot. Staff has worked with Inland to come up with a 15-year agreement instead of the 20-year that was originally proposed. Director Young summarized the agreement.

There is a cap of \$1.5 million. The agreement pulls out the former Office Depot site from the original Ogden Hill agreement and also the 5-unit building so they will be included within the overall agreement.

Trustee Jungermann asked if the Village will still get the 1% sales tax for infrastructure, and Director Young said yes. Trustee Jungermann asked how quickly Binny's wants to move forward. David Howat said Binny's wants to proceed immediately. Director Young said Binny's has already submitted plans for renovation of the building and those are under review. They would like to be operational by Thanksgiving.

Trustee Jungermann asked when they will break ground on the multi-tenant building. Mr. Howat said he will get back to the Board quickly on that. Trustee Bond asked if there is a way to protect the Village's share of state shared tax revenue. Attorney Julian said they can review that and work out the language.

Administrator Zoepfel added that Binny's will be getting possibly two liquor licenses, one for the sale of liquor and one for liquor tastings.

This was First Reading and will come back before the Board at the next meeting.

Items for Discussion

A. Liquor License Request from Cardinal Liquor Depot.

Chief Meyers introduced Amar and Adel Shiekah. They are interested in opening a Cardinal Liquor Depot in the former Aldi store.

Amar Shiekah spoke regarding Cardinal Liquor Depot and their business plan. Cardinal is a franchise of 40 stores, and they have been with Cardinal since the 1990's. Their main store is in Joliet right now. They have a diverse inventory and would like to bring that here to Montgomery. They want to purchase the former Aldi building on Douglas and are requesting a liquor license.

President Brolley said he is impressed by the business plan, but noted that the Village has had a lot of requests for liquor stores on Douglas that they have denied. Several trustees expressed the opinion that they like the plan but not the location, and encouraged them to look at a location on the west side of town.

B. TIF #1 Projects.

Director VanVooren stated that the budget for TIF #1 (near Farm and Fleet) included three projects for a total of \$420,000. He is looking for direction from the Board on three items: 1) authorizing the projects as TIF eligible; 2) authorizing money for the Pearl Street storm sewer; and 3) authorizing the issuance of debt certificates that would allow the projects to proceed and then be reimbursed from the TIF funds.

Administrator Zoepfel clarified that the debt will be repaid by TIF funds the Village will receive in the future. Trustee Marecek asked how much the TIF brings in each year; Director VanVooren said about \$40,000 per year. They will be 10-year debt certificates but they can be paid off any time.

Engineer Wallers explained that the first project is to add equipment to monitor water levels in Waubonsie Creek. The second project is for stabilizing the former Spatz property that is part of the TIF. The third is to install a lining on the storm sewer on Pearl Street. That sewer was originally installed in 1913 and lining it will protect that investment and avoid a possible repair problem.

C. Water Works System Master Plan.

Engineer Wallers provided a recap of the Water Works System Master Plan and stated that in the near future they would like to know which option the Board would like to pursue so EEI can complete the study.

He reviewed the various options for obtaining water, and reviewed why the Fox River is the only viable option for long-term water supply that would be cost effective and feasible. This necessitates a surface water treatment plant, either alone or with Oswego and Yorkville. However, a backup supply is still needed. Water usage management will be key as it can delay the point where we have to extend capacity. Current water usage is 90 gallons per person per day which could be reduced through education and conservation measures.

Since the deep aquifers are being depleted, the Village must begin planning for an alternate supply source, and it will be advantageous to apply for a permit sooner rather than later. We have the option to explore our own facility or a joint facility with the option to switch back to our own facility if we don't like how the joint plan develops. Yorkville is in favor of a joint subregional facility, and Oswego is still discussing the idea. Cost sharing would be based on a percentage prorated on maximum daily water use. Montgomery's share would be 20% and the others make up the other 80%. Engineer Wallers presented numbers showing that for Montgomery, it would be cheaper up front to go it alone, but over time it would be cheaper to have a subregional treatment plant.

Trustee Lee asked for information on algae in the water. Engineer Wallers said we would have our deep aquifer to switch back to if there is a drought or algae outbreak. That's why we need an alternative supply. As long as we don't dewater our deep aquifer, that will be a reliable long-term backup supply. Various other water supply issues were discussed, including commercial usage, water conservation, costs, and water loss in the system.

Engineer Wallers explained that a subregional water treatment plant would operate as a separate entity, similar to a Joint Action Water Agency, that would be funded by water sales and the three communities would all have a say in how it operates. Until design engineering is begun, there is an ability to get out of the agreement. The governance review would provide a framework for this to occur, and if the other communities withdraw Montgomery can build a plant alone.

Director Hoppenstedt said that water is essential, and while cost is an issue, it's necessary for the survival of the community. Water is the #1 service that we provide.

President Brolley agreed and said the aquifer is not sustainable. The Fox River is Montgomery's best option, whether we do it alone or with other communities. Moving forward in exploring this alternative is not a final decision. The first several stages are planning and exploring that will lead to a final decision. He suggested that we finalize the report so we can move on to the next steps.

New or Unfinished Business

Trustee Sperling commented on the façade improvements in the Settlers Landing. They are going to paint and upgrade the façade all the way across.

Trustee Jungermann reported that the streetlight is out across from his house.

Engineer Wallers displayed the footprint stencil for painting the Montgomery in Motion on River Street. The work was delayed due to hot weather but will be done on Saturday, July 30th at 10 a.m.

Engineer Wallers showed a video of permeable pavement in the alleys, demonstrating how water is absorbed right through the pavement and is very effective during a storm.

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.

Executive Session – No Executive Session

Adjournment: 8:52 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,

Debbie Buchanan
Deputy Village Clerk

BUILDING REPORT

MONTH OF: July 2016

TYPE	NUMBER	VALUATION	BUILDING FEE
RESIDENTIAL	2	\$301,500.00	\$2,005.00
MULTI-FAMILY	4	\$440,000.00	\$390.00
INDUSTRIAL	0	\$0.00	\$0.00
COMMERCIAL	1	\$3,200,000.00	\$1,525.00
RESIDENTIAL ADDITIONS & ALTERATIONS	23	\$160,550.00	\$1,600.00
INDUSTRIAL ADDITIONS & ALTERATIONS	2	\$28,700.00	\$404.00
COMMERCIAL ADDITIONS & ALTERATIONS	0	\$0.00	\$0.00
GARAGE	0	\$0.00	\$0.00
SWIMMING POOL	1	\$7,700.00	\$55.00
MISCELLANEOUS	39	\$360,409.00	\$2,950.00
REINSPECTIONS	0	\$0.00	\$0.00
TOTAL	72	\$4,498,859.00	\$8,929.00
YEAR TO DATE VALUATION			
PREVIOUS YEAR	53	\$1,721,402.00	\$13,078.00
PERMITS FINALIZED	27	OCCUPANCIES ISSUED	July = 1
PERMITS PENDING:	853	SINGLE FAMILY-	1
		MULTI-FAMILY	0
INSPECTIONS:		VIOLATIONS:	July = 78
BACKFILL	1	CORRECTED:	73
DECK POST HOLES	6		
ELECTRIC SERVICE	1	ROUGH ELECTRICAL	1
FINAL	38	SPOT SURVEY	1
FINAL ELECTRICAL	2	UG ELECTRICAL	2
FOOTING	5		
FOUNDATION	1	PLUMBING	7
PORCH AND STOOP	1		
ROUGH CONCRETE PREF	9		
TOTAL	75		
Completed Inspections on foreclosed properties			

**Village of Montgomery
Bills to be Paid
August 8, 2016**

<u>All Departments</u>	<u>Amount</u>
AI Warren	4,003.46
Call One	2,304.27
Responsive	6,105.00
Verizon	2,007.77
 <u>Community Development/Building Department</u>	
Cannonball	500.00
Fed Ex	22.21
Fox Metro	20.00
PRI	200.00
Rotary Club	90.00
 <u>Elected Officials</u>	
ASCAP	2.50
Metropolitan Mayors Caucus	829.71
Van Duser	75.00
 <u>Finance Department/Water Billing</u>	
Azavar Audit	1,666.39
Comcast	239.85
MICA	2,125.00
My Office Products	290.00
Office Depot	255.67
Petty Cash	89.37
Petty Cash	49.23
Pitney Bowes	1,277.00
 <u>Human Resources/Payroll</u>	
Better Business Planning	240.00
Blue Cross Blue Shield	74,990.28
Dearborn National	332.75
Fidelity Security	437.40
Guardian	3,765.65
Nationwide 457	435.00
Nationwide IRA	100.00
State Disbursement Unit	957.53
 <u>Police Department</u>	
Air One Equipment	138.00

Archangels	100.00
Armando Sanders	55.38
Capital Printing	319.00
Communication Revolving Funds	506.40
COPS	475.00
Gordon Flesch	664.09
Infor Public Sector	3,044.70
Kendall County Chiefs	1,500.00
Kendall Printing	40.00
Lermi	50.00
Login/IACP Net	875.00
Marberry Cleaners	16.00
Neofunds	200.00
Quill	40.98
Rotary Club	90.00
Second Chance Cardio	319.60

Public Works Department

Aerex	113.00
Apex	975.00
Atlas Bobcat	179.30
A&U Auto Spa	200.00
Bills Repair	279.95
Carroll Distributing	176.54
Citywide Building Mnt	3,657.28
Coffman Truck	32.20
Comcast	202.85
ComEd	1,334.31
ComEd	3,213.99
Constellation	1,584.15
Crescent Electric	112.85
Cryder Enterprises	9,000.00
Don's Sharpening	100.50
Dynegy	3,003.86
Edmonds	87.15
Factory Motor Parts	1,381.53
Firestone	364.24
Fox Metro	7,868.38
Fox Metro	550.00
Frank Marshall	2,020.00
Gary Beyer	34.44
G&K	335.52
General Shale	43.28
GFC	315.04
Griswold Feed	42.00
Hach	1,368.07
HD Supply	18,864.43
Hoving Clean Sweep	1,538.00

Kimball Midwest	616.18
Kline's	3,380.00
Menards	1,431.07
Midwest Salt	2,424.40
Motion Industries	872.96
Nagel Trucking	1,699.70
NAPA	278.20
Nicor	26.92
Ozinga	1,200.00
Pike Systems	79.62
Pomp's Tire	971.68
Ralph Helm	693.25
Republic Services	111,101.10
Riverview Ford	23.42
RJ O'Neil	275.70
Ross Mechanical	5,842.00
Sparling Instruments	864.36
Traffic Control	2,894.25
Twin Oaks	9,737.69
UPS	10.35
Van's Lock Key	323.00
Vermeer	956.42
Viking Chemical	5,236.51
Warehouse Direct	250.19
Water Solutions	6,626.36
Water Products	3,217.99

Village Administrator's Office/Village Hall

Beaver Shredding	375.00
Leaf	159.00
Proven	506.49

Grand Total	<u><u>332,896.86</u></u>
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**VILLAGE OF MONTGOMERY
REQUEST FOR BOARD OF TRUSTEES ACTION
FOR INCLUSION ON BOARD AGENDA**

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

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: August 4, 2016

B of T Date: August 8, 2016

Subject: Cancellation of August 16th Committee of the Whole Meeting

Submitted By: Jeff Zoepfel, Village Administrator

Background/Policy Implications:

Approval is requested to cancel the Committee of the Whole Meeting scheduled for August 16, 2016.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

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



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

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

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: August 4, 2016

B of T Date: August 8, 2016

Subject: Recommendation of the Plan Commission on PC 2016-020 A, Z, FP Annexation, Rezoning and Final Plat Located West of VVF on Aucutt Road – Old Dominion Freight

Submitted By: Jerad Chipman AICP, Senior Planner

Background/Policy Implications:

The Plan Commission discussed and recommended approval of the proposed annexation, rezoning and final plat for Old Dominion Freight. The Petitioner is proposing to construct a freight terminal on an unincorporated parcel on Aucutt Road. Staff is currently working with the Petitioner to address outstanding items pertaining to the plans and traffic study, and is requesting that the approval be contingent upon planning, engineering, legal and landscaping review. Details regarding the proposed site plan, plat of annexation and final plat are attached.

The Plan Commission recommended approval of 2016-020 A, Z, FP Annexation, Rezoning and Final Plat Located West of VVF on Aucutt Road – Old Dominion Freight to include the staff report dated July 28, 2016 and pending planning, engineering, legal, landscaping and Fire Protection District review. The motion passed 6-0.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

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



PC 2016-020
PLAN COMMISSION ADVISORY REPORT

To: Chair Hammond and Members of the Plan Commission
From: Jerad Chipman, AICP
Senior Planner
Date: July 28, 2016
Subject: Annexation and Development on Aucutt Road – *Old Dominion Freight Line*.

Petitioner: Old Dominion Freight Line
Location/Address: Aucutt Road
Requests: Annexation
Rezoning to M-2 General Manufacturing District
Final Plat
Current Zoning: Unincorporated
Comprehensive Plan: Heavy Industry
Surrounding Land Uses:

Location	Adjacent Land Use	Adjacent Zoning
North	Industrial	M-2
East	Industrial	Unincorporated
South	Industrial	M-1 and M-2
West	Open Space	M-2

Background:

The Petitioner has indicated their intent to annex, rezone and plat a site on Aucutt Road west of the VVF facility. A distribution center is the proposed use. The distribution center would consist of a principal building, a private fueling center and a truck scale. The site that is intended to be divided would result in an eighteen (18) acre parcel, which would allow for potential expansion of the building and parking areas.

Conformance with the Comprehensive Plan:

The proposed land use conforms to the Comprehensive Plan as it indicates that the location be utilized as Heavy Industry. The proposed development falls within the first Industrial Land Use Policy

Recommendation of “Promote industrial development in appropriate locations as identified in the Land Use Plan.”

Annexation:

As the property is currently unincorporated, the Petitioner is requesting annexation into the Village of Montgomery. A Plat of Annexation has been provided for the Plan Commission’s consideration.

Final Plat:

The Petitioner is not planning to acquire the entire existing parcel of land, but rather a portion of the existing parcel. Due to the reconfiguration of the parcel, granting new easements for utilities and stormwater and dedicating right-of-way for Aucutt Road, the petitioner has provided a Final Plat of Subdivision for the Plan Commission’s consideration. Staff is reviewing the Final Plat and intends to work with the Petitioner regarding the width of right-of-way dedication for Aucutt Road. The plan indicates a sixty-six (66) foot right-of-way to be dedicated to the Village. Village staff is exploring the future right-of-way need for Aucutt Road, which requires a minimum right-of-way of eight (80) feet. Staff intends to further discuss the dedication with the Petitioner.

Zoning:

The property is currently unincorporated. Any addition to the incorporated Village is automatically zoned R-1 One-Family Residence District. The Petitioner is requesting a rezoning from R-1 One-Family Residence District to M-2 General Manufacturing District. A Distribution Use is a permitted use in the M-2 District unless the distribution use accesses the site through a residential district. As there is no residential present near the site, the use is permitted.

Bulk Standards:

The Petitioner is proposing to construct two (2) buildings on the site. The principal building is approximately 51,845 square feet and will be divided into an office space and a freight distribution area. The accessory structure is a fuel station and canopy for the purpose of fueling the trucks associated with the business.

Setbacks: Compliance with the bulk standards for the M-2 General Manufacturing District are indicated in the following table.

Setback	Required Setback	Provided Setback	Ordinance Compliance
Front Yard	25 Feet	31 Feet	Complies
Interior Side Yard (East)	20 Feet	20 Feet	Complies
Interior Side Yard (West)	20 Feet	84 Feet – 101 Feet	Complies
Rear Yard	20 Feet	270 Feet. With a potential for expansion.	Complies
Floor Area Ratio (FAR)	Maximum FAR	Proposed FAR	Ordinance Compliance
	3.0	.06	Complies

Building Height	Maximum Building Height	Proposed Building Height	Ordinance Compliance
	45 Feet. Additional height possible with conditions.	29 Feet	Complies

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

The building as proposed is required to have one (1) parking space per 300 square foot of office space, and one (1) parking space per 1000 square foot of distribution space.

The plan indicates that there are seventy-six (76) spaces on the site, with the potential for thirty-six (36) future spaces. Per the Zoning Ordinance, the building would require sixty-five (65) parking spaces. Nineteen (19) spaces for the office area and forty-six (46) spaces for the distribution area. The proposed parking exceeds the Village’s standards.

Five (5) accessible spaces are indicated on the plans exceeding the Illinois Accessibility Code’s requirement in preparation for the potential future expansion.

All two-way drive aisles are required to be twenty-four feet (24’) wide. The proposed drive-aisles meet the Ordinance requirements. The one-way drive aisles exceed the Zoning Ordinance requirement.

The plans indicate the parking spaces are nine (9) feet wide and twenty (20) feet deep, exceeding the Ordinance’s minimum requirements. The Zoning Ordinance requires that parking spaces are a minimum of nine (9) feet wide and eighteen and one half (18.5) feet deep.

The site plan shows an adequate loading area per the zoning ordinance.

The Zoning Ordinance requires seven (7) bicycle parking spaces. Bicycle parking spaces and a detail of the parking apparatus are required in future submittals.

Engineering:

Engineering Enterprises Inc. (EEI) has reviewed the plans and has provided a review letter that is attached to this report.

Landscaping/Screening:

A landscape plan has not yet been submitted. A landscape plan will be required in the future.

All mechanical units shall be screened per the Zoning Ordinance. Any mechanical units on the roof of the building shall be screened with false walls or parapets, and any units located on the ground shall be screened with landscaping.

A garbage enclosure has not been proposed. The Petitioner has indicated that one of the bays in the building will be dedicated to garbage. As the garbage facility will be located in the building, a garbage enclosure is not required.

Fence:

The Petitioner has indicated that they intend to install a chain link fence with barb wire on the property. A detail of the fence shall be provided for review. The proposed fence is permitted in the M-2 District.

Lighting:

Lights have been proposed on the building and on poles in the parking lot. It has been indicated to staff that the light fixtures are intended to be installed at a height taller than the Zoning Ordinance allows. A deviation from the Zoning Ordinance has been requested for light fixtures to be installed at a greater height than allowed. The deviation will be addressed later on the Plan Commission agenda.

Access:

Two (2) points of access are proposed for the site. The access points would be one-way drives to separate ingress and egress. A traffic study is being prepared to aid in the decision of whether or not turn lanes on Aucutt Road will be required.

Recommendation:

Staff is recommending approval of the annexation, rezoning and final plat subject to Planning, Engineering, Landscape and Attorney review.



July 27, 2016

Mr. Jerad Chipman
Senior Planner
Village of Montgomery
200 N. River Street
Montgomery, IL 60538

**Re: Old Dominion Freight Line – Concept Review
Aucutt Road
Montgomery, Illinois**

Dear Mr. Chipman,

We have received the Engineering Site Plan (1 sheet), dated July 13, 2016, the Final Plat of Subdivision, dated July 14, 2016, and the Plat of Annexation, dated July 6, 2016, for the above referenced site.

Our review of these plans is to generally determine the plan's compliance with Village ordinances and whether the improvements will conform to existing Village systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. We offer the following comments:

1. This is a cursory review of the Concept Plan and detailed review will be completed when Final Engineering Plans and supporting documentation is submitted for review. Additional review comments will be issued as submittals are received.
2. We understand that the Developer is completing a Traffic Study for the project. We will review the Study when it is received and work with the Village and Developer to determine the required improvements to Aucutt Road for the project.
3. A Stormwater Permit Application and supporting calculations in accordance with the Village Ordinance will be required. The schematic layout for the detention area on the Site Plan appears to be appropriately sized and will be further reviewed when calculations are submitted.
4. Moving forward the project will require additional permits and submittals to the following agencies as appropriate.
 - IEPA for Water Main, Sanitary Sewer, and Stormwater Pollution Control.
 - Fox Metro for Sanitary Sewer
 - IDNR for Threatened and Endangered Species
 - IHPA for Cultural Resources

Mr. Jerad Chipman
July 27, 2016
Page 2 of 2

5. The Plat of Subdivision shows a 66' ROW dedication to the Village for Aucutt Road. The required ROW dedication may require further discussion with the Developer as the Village considers required and future improvements for Aucutt Road.
6. In addition to the Final Engineering Plans and Stormwater Permit Submittal, the final engineering submittal should include Truck Turning Movement Diagrams, and a Lighting and Signage Plan including Photometrics.
7. The Plat of Subdivision and Annexation Plat are under review and further comments will be submitted under separate cover.

The above items should be addressed as the project proceeds and Engineering Plans and supporting documentation submitted for review. If you have any questions or need additional information, please contact our office.

Respectfully Submitted

ENGINEERING ENTERPRISES, INC.



Timothy N. Paulson, P.E.
Project Manager

TNP/tnp

Pc: PGW, EEI

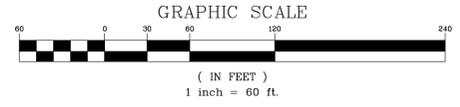
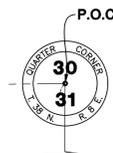
SURVEY PREPARED FOR

D.F. CHASE, INC
3001 ARMORY DRIVE, SUIT 200
NASHVILLE, TN 37204

**PLAT OF ANNEXATION
TO THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS**

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 31, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF FRACTIONAL SECTION 31 PER MONUMENT RECORD 1748286; THENCE SOUTH 00 DEGREES 09 MINUTES 53 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES), 1299.37 FEET TO THE SOUTHEAST CORNER OF PROPERTY DESCRIBED PER DOCUMENT 2004K126528, BEING COINCIDENT TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED PER DOCUMENT 986002; THENCE SOUTH 88 DEGREES 36 MINUTES 52 SECONDS WEST, 81.45 FEET ALONG THE SOUTH LINE OF PROPERTY PER DOCUMENT 2004K126528 TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 03 MINUTES 41 SECONDS EAST, 1302.96 FEET TO THE NORTH LINE OF AUCUTT ROAD, BEING A LINE THAT IS 66 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (SAID POINT BEING 53.55 FEET WEST), AS MEASURED ALONG SAID NORTH LINE, OF THE SOUTHEAST CORNER OF PARCEL ONE AS DESCRIBED IN DOCUMENT 2009K005446; THENCE SOUTH 88 DEGREES 55 MINUTES 53 SECONDS WEST, 616.45 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF THE PROPERTY DESCRIBED PER DOCUMENT 2004K009185; THENCE NORTH 00 DEGREES 09 MINUTES 53 SECONDS EAST, 1300.00 FEET ALONG SAID WEST LINE PARALLEL WITH EAST LINE OF SAID NORTHEAST QUARTER TO THE SOUTH LINE OF THE PROPERTY DESCRIBED PER DOCUMENT 2004K126528; THENCE NORTH 88 DEGREES 36 MINUTES 52 SECONDS EAST, 588.64 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.



BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE-2011 ADJUSTMENT, ADJUSTED TO GROUND VALUES, AS ESTABLISHED UTILIZING TRIMBLE VRS REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS)

AREA OF ANNEXATION

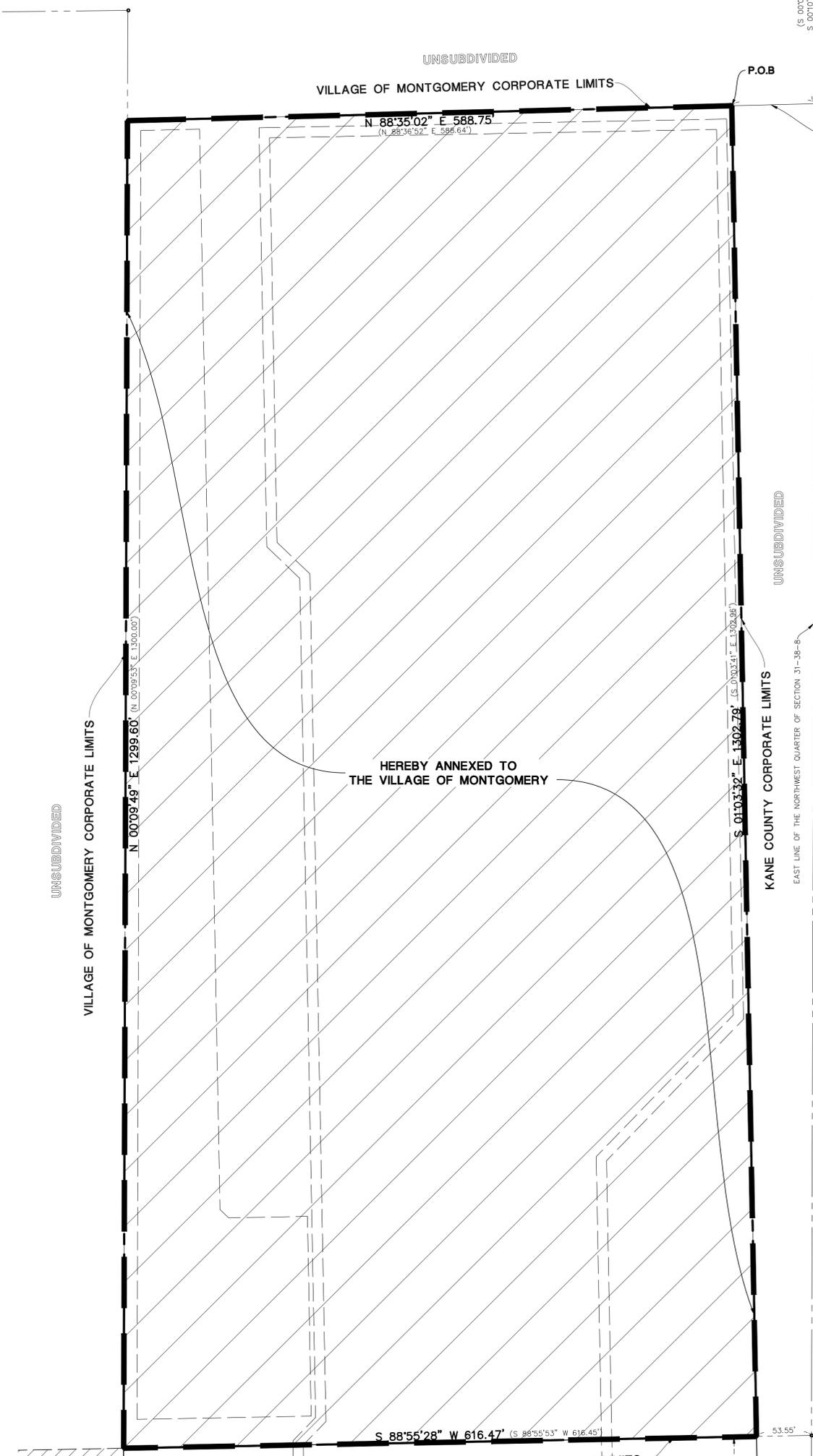
783,988 SQ.FT. (18.00 AC.±)

GENERAL NOTES

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
- NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

= AREA TO BE ANNEXED INTO THE VILLAGE OF MONTGOMERY
 = MUNICIPALITY CORPORATE LIMITS

THERE ARE NO HABITABLE STRUCTURES OR ELECTORS ON THE PROPERTY



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF RECORD OF THE HEREON DESCRIBED PROPERTY AND THAT AS SUCH OWNER HEREBY CONSENTS TO THE ANNEXATION OF SAID PROPERTY TO THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D., 20____

OWNER

TITLE

NOTARY PUBLIC

STATE OF _____)
)SS
COUNTY OF _____)

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY OF _____, A.D., 20____

NOTARY PUBLIC

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

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

DATED AT MONTGOMERY, KANE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____.

CHAIRMAN

SECRETARY

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT WE, MANHARD CONSULTING LTD., HAVE PLATED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF ANNEXING SAID PROPERTY INTO THE VILLAGE OF MONTGOMERY AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

DATED THIS _____ TH DAY OF _____, A.D. 20____

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES NOVEMBER 30, 2016
DESIGN FIRM PROFESSIONAL REGISTRATION NO. 184003350
EXPIRES APRIL 30, 2017



SHEET 1 OF 1 DFC.MOL01	PROJ. MGR.: SJP PROJ. ASSOC.: CNB DRAWN BY: CNB DATE: 07-06-16 SCALE: 1"=60'
--	--

**OLD DOMINION FREIGHT LINE
VILLAGE OF MONTGOMERY, ILLINOIS
PLAT OF ANNEXATION**

Manhard CONSULTING LTD.
700 Springer Drive, Lombard, IL 60148 ph: 830.881.8800 fx: 830.881.8865 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY

SURVEY PREPARED FOR

D.F. CHASE, INC
3001 ARMORY DRIVE, SUIT 200
NASHVILLE, TN 37204

FINAL PLAT
OF
OLD DOMINION FREIGHT LINE SUBDIVISION

BEING A SUBDIVISION OF THAT PART OF THE THE NORTHWEST QUARTER OF FRACTIONAL SECTION 31,
TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

CURRENT P.L.N.:
15-31-100-002

OWNER'S CERTIFICATE (LOT 1)

THIS IS TO CERTIFY THAT _____ IS THE LEGAL OWNER OF THE LAND DESCRIBED ON
THE ATTACHED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND THE PLATTED AS SHOWN
BY THE PLAT FOR THE USES AND PURPOSES INDICATED THEREON AND DOES HEREBY ACKNOWLEDGE AND ADOPT
THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THIS IS TO ALSO CERTIFY THAT THE UNDERSIGNED, AS OWNER OF THE PROPERTY DESCRIBED AS THE
_____ AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO
THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOTS LIE.

LOT NUMBER(S) SCHOOL DISTRICT
ALL NICHOLSON ELEMENTARY SCHOOL DISTRICT NO. 129
AURORA EAST HIGH SCHOOL DISTRICT NO. 131
WAUBONSEE COMMUNITY COLLEGE DISTRICT NO. 516

DATED THIS _____ DAY OF _____, A.D., 20____

BY: _____

PRINTED NAME AND TITLE _____

NOTARY PUBLIC (LOT 1)

STATE OF _____)
) SS
COUNTY OF _____)

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS
PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE,
APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS
ANNEXED PLAT AS A FREE AND VOLUNTARY ACT FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY OF _____, A.D., 20____

NOTARY PUBLIC _____

OWNER'S CERTIFICATE (OFF-SITE EASEMENT)

THIS IS TO CERTIFY THAT _____ IS THE LEGAL OWNER OF THE LAND SHOWN HEREON
AS DESCRIBED IN THE QUIT CLAIM DEED PER DOCUMENT NUMBER 2016K019212 RECORDED APRIL 22, 2016, AND
HAS CAUSED THE SAME TO BE PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES OF GRANTING AN
EASEMENT AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON
INDICATED.

DATED THIS _____ DAY OF _____, A.D., 20____

BY: _____

PRINTED NAME AND TITLE _____

NOTARY PUBLIC (OFF-SITE EASEMENT)

STATE OF _____)
) SS
COUNTY OF _____)

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE

AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS
PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE,
APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY DID SIGN AND DELIVER THIS
ANNEXED PLAT AS A FREE AND VOLUNTARY ACT FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS _____ DAY OF _____, A.D., 20____

NOTARY PUBLIC _____

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

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

DATED AT MONTGOMERY, KANE COUNTY, ILLINOIS, THIS _____ DAY OF
_____, 20____

CHAIRMAN _____

SECRETARY _____

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

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

DATED AT MONTGOMERY, KANE COUNTY, ILLINOIS, THIS _____ DAY OF
_____, 20____

VILLAGE ENGINEER _____

VILLAGE UTILITY EASEMENTS

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

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

VILLAGE UTILITY EASEMENTS AND STORM SEWER

THE VILLAGE SHALL HAVE THE RIGHT TO ENTER THE PROPERTY TO MAKE REPAIRS TO THE UTILITIES (WATER MAIN, SANITARY AND STORM LINES AND
APPURTENANCES) OR TO INSPECT SAME.

THE VILLAGES HAVE THE RIGHT TO REMOVE ANY STRUCTURE, PAVEMENT, FENCING, OR LANDSCAPING IN ORDER TO CONSTRUCT, MAINTAIN, OR REPAIR THE
SAID VILLAGE UTILITIES AND UPON COMPLETION SHALL ROUGH GRADE THE SITE. THE OWNER SHALL HAVE THE DUTY TO RESTORE THE SURFACE OF ANY
GROUND, ROAD, DRIVEWAY, PARKING AREA, FENCING OR LANDSCAPING OTHERWISE DISTURBED BY THE ACTIONS OF THE VILLAGE IN MAINTAINING ANY SAID
VILLAGE UTILITY SERVICE LINES (WITHIN THE EASEMENT), IN ANY EASEMENT DEDICATED TO AND ACCEPTED BY THE VILLAGE OF MONTGOMERY.

ANY VILLAGE UTILITIES DAMAGED OR ANY DAMAGE CAUSED TO SAID UTILITIES AS A RESULT OF THE OWNER OR TENANTS ACTIVITIES SHALL BE REPAIRED BY
THE OWNER AT OWNER'S COST. IN THE EVENT OF ANY SUCH DAMAGE WHICH, IN THE SOLE OPINION OF THE VILLAGE, REQUIRES IMMEDIATE ACTION TO
REPAIR IN ORDER TO ELIMINATE WATER LOSS OR PROTECT THE PUBLIC WELFARE, THEN THE VILLAGE MAY MAKE SUCH IMMEDIATE REPAIRS WHICH SHALL BE
REIMBURSED BY OWNER.

CONDITIONS COMMON TO ALL EASEMENTS

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

STORMWATER MANAGEMENT EASEMENT PROVISIONS

ALL EASEMENTS INDICATED AS STORMWATER MANAGEMENT EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF MONTGOMERY AND IT'S
SUCCESSORS AND ASSIGNS ON A NON-EXCLUSIVE BASIS. NO BUILDINGS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE USED FOR OTHER
PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE/FREE FLOW OF STORMWATER. THE OWNER OF LOT 1 IN THIS SUBDIVISION AND ANY
SUBSEQUENT PURCHASER (FUTURE OWNER) SHALL BE RESPONSIBLE FOR MAINTAINING SUCH STORMWATER MANAGEMENT FACILITY AND SHALL NOT DESTROY
OR MODIFY GRADES OR SLOPES WITHOUT FIRST HAVING RECEIVED WRITTEN APPROVAL FROM THE VILLAGE OF MONTGOMERY.

IN THE EVENT THE OWNER OF LOT 1 IN THIS SUBDIVISION OR ANY SUBSEQUENT PURCHASER (FUTURE OWNER) FAILS TO MAINTAIN ANY SUCH
EASEMENT/STORMWATER MANAGEMENT FACILITY, THE VILLAGE OF MONTGOMERY, ILLINOIS, SHALL UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE OWNER
OUTLINING THE NATURE AND DEFECT OF THE OWNERS DEFAULT AND THAT THE OWNER SHALL NOT HAVE CURED SAID DEFAULT, SHALL RESERVE THE RIGHT
TO PERFORM OR HAVE PERFORMED ON IT'S BEHALF, ANY MAINTENANCE WORK UPON THE DETENTION AREA REASONABLY NECESSARY TO INSURE ADEQUATE
STORMWATER STORAGE FREE/FLOW OF WATER, EROSION CONTROL AND TURF MAINTENANCE TO ELIMINATE STAGNANT WATER WITHIN THE DETENTION AREA
AND PROVIDED FURTHER THAT IN THE EVENT THAT THE VILLAGE OF MONTGOMERY ELECTS TO PERFORM OR CAUSES TO PERFORM ANY SUCH WORK IT
SHALL PROVIDE THE OWNERS WITH PROPER INSURANCE CERTIFICATES OF ALL SUBCONTRACTORS WORKING ON THE EASEMENT PREMISES CO-INSURING THE
OWNER FOR THE WORK TO BE PERFORMED.

IN THE EVENT THE VILLAGE OF MONTGOMERY, ILLINOIS SHALL BE REQUIRED TO PERFORM OR HAVE PERFORMED ON IT'S BEHALF ANY MAINTENANCE WORK
TO OR UPON ANY SUCH FACILITY OR EASEMENT AREA THE COST TOGETHER WITH AN ADDITIONAL SUM OF TEN(10) PERCENT OF SAID COST SHALL BE
ASSESSED TO THE OWNER OF LOT 1 IN THIS SUBDIVISION, IT'S SUCCESSORS AND ASSIGNS AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY WHICH
MAY BE ENFORCED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE VILLAGE OF MONTGOMERY.

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, _____ VILLAGE CLERK OF THE VILLAGE OF MONTGOMERY, ILLINOIS, HEREBY CERTIFY THAT THE
ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF
MONTGOMERY AT ITS MEETING HELD ON THE

_____ DAY OF _____, 20____ AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED
FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF THE VILLAGE.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF THE

VILLAGE OF MONTGOMERY, ILLINOIS, THIS _____ DAY OF _____,
20____

VILLAGE CLERK _____

VILLAGE PRESIDENT _____

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

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

DATED AT MONTGOMERY, KANE COUNTY, ILLINOIS, THIS _____ DAY OF
_____, 20____

VILLAGE TREASURER _____

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

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

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

GIVEN UNDER MY HAND SEAL OF THE COUNTY CLERK AT GENEVA, COUNTY OF KANE, ILLINOIS.

THIS _____ DAY OF _____, A.D., 20____

BY: _____ COUNTY CLERK

SURFACE WATER STATEMENT

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT
BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT
IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN
MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS,
OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS
WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES
SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF
THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 20____

JAMES D'ALEXANDER
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
ILLINOIS REGISTRATION NUMBER 062-062135
LICENSE EXPIRES NOVEMBER 30, 2017



OWNER: _____ ATTORNEY: _____

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF KANE)

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD

IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, THIS _____ DAY

OF _____, A.D., 20____ AT _____ O'CLOCK _____M.

RECORDER _____

PERMISSION TO RECORD

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, SAMUEL J. PHILLIPPE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO
THE OWNERS REPRESENTATIVE TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THIS
SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS _____ DAY OF _____, A.D. 20____

FOR REVIEW ONLY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES NOVEMBER 30, 2016



SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO DECLARE THAT THE PROPERTY DESCRIBED HEREON WAS SURVEYED AND SUBDIVIDED BY
MANHARD CONSULTING, LTD., UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND
SURVEYOR AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY
AND SUBDIVISION:

THAT PART OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 31, TOWNSHIP 38 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE
NORTHEAST OF SAID NORTHWEST QUARTER OF FRACTIONAL SECTION 31 PER MONUMENT RECORD
1748268; THENCE SOUTH 00 DEGREES 09 MINUTES 53 SECONDS WEST (BEARINGS ASSUMED FOR
DESCRIPTION PURPOSES), 1299.37 FEET TO THE SOUTHEAST CORNER OF PROPERTY DESCRIBED PER
DOCUMENT 2004K126528, BEING COINCIDENT TO THE NORTHWEST CORNER OF THE PROPERTY
DESCRIBED PER DOCUMENT 986002; THENCE SOUTH 88 DEGREES 36 MINUTES 52 SECONDS WEST,
81.45 FEET ALONG THE SOUTH LINE OF PROPERTY PER DOCUMENT 2004K126528 TO THE POINT OF
BEGINNING; THENCE SOUTH 01 DEGREES 03 MINUTES 41 SECONDS EAST, 1302.96 FEET TO THE
NORTH LINE OF AUCUTT ROAD, BEING A LINE THAT IS 66 FEET NORTH OF AND PARALLEL WITH THE
SOUTH LINE OF SAID NORTHWEST QUARTER (SAID POINT BEING 53.55 FEET WEST), AS MEASURED
ALONG SAID NORTH LINE, OF THE SOUTHEAST CORNER OF PARCE ONE AS DESCRIBED IN
DOCUMENT 2009K005446; THENCE SOUTH 88 DEGREES 55 MINUTES 53 SECONDS WEST, 616.45
FEET ALONG SAID NORTH LINE TO THE WEST LINE OF THE PROPERTY DESCRIBED PER DOCUMENT
2004K009185; THENCE NORTH 00 DEGREES 09 MINUTES 53 SECONDS EAST, 1300.00 FEET ALONG
SAID WEST LINE PARALLEL WITH EAST LINE OF SAID NORTHEAST QUARTER TO THE SOUTH LINE OF
THE PROPERTY DESCRIBED PER DOCUMENT 2004K126528; THENCE NORTH 88 DEGREES 36 MINUTES
52 SECONDS EAST, 988.64 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN KANE
COUNTY, ILLINOIS.

SUBDIVIDED PROPERTY CONTAINS 18.00 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN
FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN
THE CORPORATE LIMITS OF THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS WHICH HAS
ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY 65 ILCS 5,
SECTION 11-12-6.

5/8" DIAMETER BY 24" LONG IRON RODS WILL BE SET AT ALL SUBDIVISION CORNERS, LOT
CORNERS, POINTS OF CURVATURE AND POINTS OF TANGENCY IN COMPLIANCE WITH ILLINOIS
STATUTES AND APPLICABLE ORDINANCES, UNLESS OTHERWISE NOTED.

THIS IS ALSO TO DECLARE THAT THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM COMMUNITY
PANEL NUMBER 17089C0401H WITH AN EFFECTIVE DATE OF AUGUST 3, 2009 INDICATES THAT THE
ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE X (UNSHADED). ZONE X
(UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE
FLOODPLAIN. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING IN THE
COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS DOES
NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D.
20____

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES NOVEMBER 30, 2016



DESIGN FIRM PROFESSIONAL REGISTRATION
NO. 184003350-EXPIRES APRIL 30, 2017

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATE OF FIELD SURVEY: JULY 6, 2016

Table with columns for DATE, REVISIONS, and DRAWN BY.

Manhard CONSULTING LTD logo and contact information.

OLD DOMINION SUBDIVISION MONTGOMERY, ILLINOIS FINAL PLAT OF SUBDIVISION SHEET 2 OF 2 DFC.MOL101

Jul 14, 2016 15:19 Dev Name: P:\Dfrc0101.dwg\Final Dominion\Plat of Subdivision\DFC.MOL101-FS.dwg Updated By: CBaroni



3 BLDG ELEVATION - NORTH
1/8" = 1'-0"



2 BLDG ELEVATION - SOUTH
1/8" = 1'-0"



1 VIEW LOOKING NORTH FROM AUCUTT ROAD



ODFL Montgomery, IL
Elevations

30 x 42 = 1/8" = 1'-0"
11 x 17 = NO SCALE
03/30/2015



909 10th Ave South • Suite 414
Nashville, Tennessee 37203
v. 615.996.9146 • f. 615.733.0052



4 WEST ELEVATION
1" = 20'-0"



3 EAST ELEVATION
1" = 20'-0"



PARAPET
25' - 0"

2 TYPICAL SIDE ELEVATION
1/8" = 1'-0"



1 WEST ELEVATION FROM AUCUTT ROAD



ODFL Montgomery, IL
ELEVATIONS

30 x 42 = As Indicated
11 x 17 = NO SCALE
02/02/2016



909 10th Ave South • Suite 414
Nashville, Tennessee 37203
v. 615.996.9146 • f. 615.733.0052



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

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

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: August 5, 2016

B of T Date: August 8, 2016

Subject: Ordinance 1735 Annexing Territory, Zoning and Approving a Final Plat for Old Dominion Freight Line (Aucutt Road)

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

Background/Policy Implications:

The attached ordinance is for the approval of the annexation, zoning, and final plat for Old Dominion Freight Line. The subject property is located on Aucutt Road west of the VVF facility. The petitioner is seeking M-2 (General Manufacturing) zoning with the proposed use of the property as a distribution center containing a principal building, private fueling center, and truck scale.

The Plan Commission recommended approval of this item at its August 4, 2016, meeting, subject to staff's recommendations as are set forth in the Plan Commission Advisory Report for this item (PC 2016-020).

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

Review:

Village Administrator Jeff Zoepfel

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



VILLAGE OF MONTGOMERY

ORDINANCE NO. 1735

**AN ORDINANCE ANNEXING TERRITORY, ZONING, AND APPROVING A FINAL PLAT FOR OLD
DOMINION FREIGHT LINE (AUCUTT ROAD)
VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS**

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

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

ORDINANCE NO. 1735

**AN ORDINANCE ANNEXING TERRITORY, ZONING, AND APPROVING A FINAL PLAT FOR OLD
DOMINION FREIGHT LINE (AUCUTT ROAD)
VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS**

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, (hereinafter referred to as the "Village") 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 territory being annexed consists of approximately 18 acres and is legally described in **Exhibit "A"** attached hereto and incorporated herein by reference (hereinafter referred to as the "Property") which is contiguous to the corporate limits of the Village and is not presently contained within the corporate limits of any municipality and has no electors residing thereon; and,

WHEREAS, there has been filed with the Village Clerk a Petition for Annexation, (hereinafter referred to as the "Petition") pursuant to 65 ILCS 5/7-1-8 *et seq.*, signed by all of the then owners of record of the property (hereinafter referred to as the "Owner"), and by not less than 51% of the electors then residing on the property; and,

WHEREAS, the Owner of said Property desires that the property be annexed to the Village and zoned M-2 (General Manufacturing); and,

WHEREAS, the Village's Planning Commission has held a public hearing on the Petition, application for zoning, and acceptance of a final plat of the property pursuant to notice by publication in a newspaper of general circulation in the Village being published not less than 15 nor more than 30 days prior to said public hearings; and,

WHEREAS, the Planning Commission has made its report and recommendations to the Village Board which report and recommendations were for approval of the annexation, and zoning contemplated herein; and,

WHEREAS, the parties hereto acknowledge that all other matters, in addition to those specifically referred to above, have been considered, that the development of the Property, for the uses as permitted under the Zoning Ordinance of the Village will be compatible with and will further the planning objectives of the Village, will be of substantial benefit to the Village, will extend the corporate limits and jurisdiction of the Village, will permit orderly growth, planning and development of the Village, will increase the tax base of the Village, will inure to the benefit and improvement of the Village and its residents, and will otherwise enhance and promote the general welfare of the Village and its residents; and,

WHEREAS, the parties hereto acknowledge and agree that no use of the property other than the permitted uses expressly delineated in an M-2 (General Manufacturing) district have been approved by this annexation and specifically that no other special uses or variances have been discussed or approved by the Village pursuant to this annexation. Should the parties subsequently wish any subsequent special use or variance, the parties agree and acknowledge that the normal Village procedures for doing so must be complied with and that this annexation in no way grants or guarantees that any such special use and/or variance will be granted in the future; and,

WHEREAS, the Owner has also proposed a Final Plat of Annexation and Final Plat of Subdivision for said Property, which would result in an eighteen (18) acre parcel; and,

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

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

SECTION ONE: ANNEXATION

That the territory legally described in **Exhibit "A"** is hereby annexed to the Village of Montgomery, Kane and Kendall Counties, Illinois. That such annexation shall extend to the far side of any territory contiguous to the territory described in **Exhibit "A"** which is dedicated or used for street or highway purposes under the jurisdiction of county or township highway department if no part of such contiguous territory is not within any other municipality.

That the Corporate Limits of the Village of Montgomery are hereby amended and extended to include the territory hereby annexed in accordance with the map of said territory attached hereto as **Exhibit "B"** and the Village Clerk is hereby authorized and directed to make such changes on Village maps.

SECTION TWO: ZONING CLASSIFICATION

That the property legally described on **Exhibit "A"** is hereby zoned and placed as follows:

M-2: General Manufacturing District

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

SECTION THREE: FINAL PLAT

The Final Plat of Annexation and the Final Plat of Old Dominion Freight Line Subdivision are hereby approved pending the Village Engineer's final review.

SECTION FOUR: RECORDING AND NOTICE

The Village Clerk is hereby authorized to record this Ordinance along with all exhibits and a map of the territory being annexed in the Office of the Recorder of the appropriate county and to file copies with the County Clerk, the County Election Authority and to the Branch of the United States Post Office servicing the territory hereby annexed.

SECTION FIVE: GENERAL PROVISIONS

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

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

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

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

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

ATTEST:

Tiffany Francis
Village Clerk of the Village of Montgomery

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

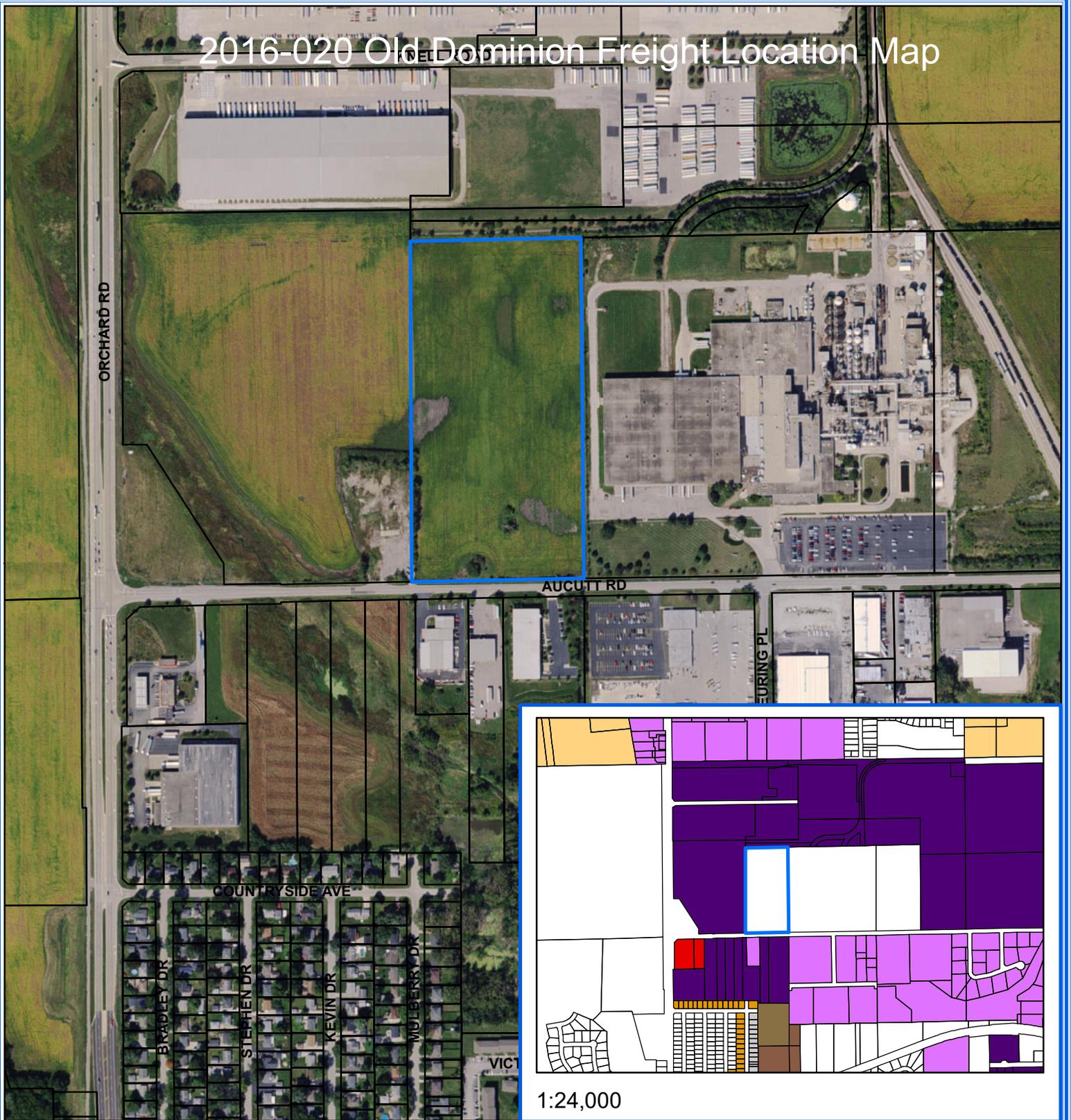
Exhibit "A"

Legal Description

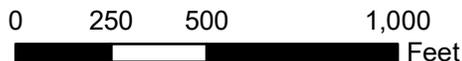
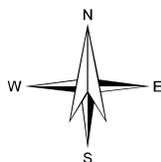
Exhibit "B"
Map of Property

THAT PART OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 31, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST OF SAID NORTHWEST QUARTER OF FRACTIONAL SECTION 31 PER MONUMENT RECORD 1748266; THENCE SOUTH 00 DEGREES 09 MINUTES 53 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES), 1299.37 FEET TO THE SOUTHEAST CORNER OF PROPERTY DESCRIBED PER DOCUMENT 2004K126528, BEING COINCIDENT TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED PER DOCUMENT 986002; THENCE SOUTH 88 DEGREES 36 MINUTES 52 SECONDS WEST, 81.45 FEET ALONG THE SOUTH LINE OF PROPERTY PER DOCUMENT 2004K126528 TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 03 MINUTES 41 SECONDS EAST, 1302.96 FEET TO THE NORTH LINE OF AUCUTT ROAD, BEING A LINE THAT IS 66 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (SAID POINT BEING 53.55 FEET WEST), AS MEASURED ALONG SAID NORTH LINE, OF THE SOUTHEAST CORNER OF PARCEL ONE AS DESCRIBED IN DOCUMENT 2009K005446; THENCE SOUTH 88 DEGREES 55 MINUTES 53 SECONDS WEST, 616.45 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF THE PROPERTY DESCRIBED PER DOCUMENT 2004K009185; THENCE NORTH 00 DEGREES 09 MINUTES 53 SECONDS EAST, 1300.00 FEET ALONG SAID WEST LINE PARALLEL WITH EAST LINE OF SAID NORTHEAST QUARTER TO THE SOUTH LINE OF THE PROPERTY DESCRIBED PER DOCUMENT 2004K126528; THENCE NORTH 88 DEGREES 36 MINUTES 52 SECONDS EAST, 588.64 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

2016-020 Old Dominion Freight Location Map



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



Legend

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

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



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

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

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: August 4, 2016

B of T Date: August 8, 2016

Subject: Recommendation of the Plan Commission on PC 2016-021 Z Regarding Fences -
Text Amendment to Section 4 of the Zoning Ordinance

Submitted By: Jerad Chipman AICP, Senior Planner

Background/Policy Implications:

The Plan Commission discussed and recommended approval of a text amendment to Section 4 of the Zoning Ordinance. The text amendment would allow chain link fences in the Manufacturing Districts to be galvanized metal rather than black vinyl coated. Black vinyl coated fences would continue to be required in the business districts.

The Plan Commission recommended approval of 2016-021 Z Text Amendment to Section 4 of the Zoning Ordinance regarding fences to include the report from Community Development dated July 28, 2016. The motion passed 5-1.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

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



PC 2016-021
PLAN COMMISSION ADVISORY REPORT

To: Chair Hammond and Members of the Plan Commission

From: Jerad Chipman, AICP
Senior Planner

Date: July 28, 2016

Subject: *2016-021 Z Text Amendment to Section 4 of the Zoning Ordinance Regarding Fence Standards.*

Staff has received several inquiries into the possibility of allowing galvanized chain link fence in the Manufacturing Districts rather than the required black vinyl coated chain link. Staff believes that the essential character of the Manufacturing Districts will not be altered by allowing galvanized fences. Staff is proposing a text amendment to the Zoning Ordinance to allow the galvanized fences. The proposed changes to the Zoning Ordinance are indicated in *italics* and when text is proposed to be removed that change is indicated using a ~~strike through~~.

ii. Non-Residential Districts.

Except as otherwise permitted in this ordinance, annexation agreements, Planned Unit Developments or any other development related agreements or Ordinances chain link fences shall be permitted as indicated in the Non-Residential District Chain Link Fence Table for the uses identified. ~~If permitted, the chain link fence shall be black vinyl coated and landscaped as indicated.~~ For public park and school property landscaping shall only be required for perimeter fencing not for tennis courts, ball fields, basketball courts etc. Landscaping shall be placed between the property line and the fence for screening purposes. Chain link fences may also be used (without complying with the design requirements of black vinyl coating and landscaping) for temporary fencing off of areas of construction and utility work or other similar temporary uses pursuant to a valid building permit as approved by the Director of Community Development.

Use	Yard	Chain Link
Non-Residential	Front	Not Permitted
	Corner Side	Not Permitted
	Interior Side adjacent to non-residential district	<i>Permitted, black vinyl coated in MD, B-1, B-2 and B-3. Galvanized in M-1 and M-2. Landscaped per Section 12A.03(E)(2)(b)</i>
	Rear adjacent to non-residential district	<i>Permitted, black vinyl coated in MD, B-1, B-2 and B-3. Galvanized in M-1 and M-2. Landscaped per Section 12A.03(E)(2)(b)</i>
	Interior Side adjacent to residential district	Not Permitted
	Rear adjacent to residential district	Not Permitted
	Buildable Area	<i>Permitted, black vinyl coated in MD, B-1, B-2 and B-3. Galvanized in M-1 and M-2. Landscaped per Section 12A.03(E)(2)(b)</i>
Public or Private Utilities (water, gas, electric etc.)	Front	Not Permitted
	Corner Side	Not Permitted
	Interior Side adjacent to non-residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(2)(b)
	Rear adjacent to non-residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(2)(b)
	Interior Side adjacent to residential district	Not Permitted
	Rear adjacent to residential district	Not Permitted
	Buildable Area	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(2)(b)
Public Parks or Schools	Front	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)
	Corner Side	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)
	Interior Side adjacent to non-residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)
	Rear adjacent to non-residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)
	Interior Side adjacent to residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)
	Rear adjacent to residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)
	Buildable Area	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)

Staff recommends approval of the text amendment to the fence standards.



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

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

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: August 5, 2016

B of T Date: August 8, 2016

Subject: Ordinance 1736 Amending Section 4 of the Village's Zoning Ordinance Regarding Chain Link Fences

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

Background/Policy Implications:

The enclosed text amendment provides for the use of galvanized chain link fencing in the Village's Manufacturing Districts rather than requiring black vinyl coated chain link. The Plan Commission reviewed this item on August 4, 2016, and recommended approval.

Describe Fiscal Impact/Budget Account Number and Cost:

N/A

Review:

Village Administrator Jeff Zoepfel

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



VILLAGE OF MONTGOMERY

ORDINANCE NO. 1736

**AN ORDINANCE AMENDING
SECTION 4(d)(ii) OF THE VILLAGE ZONING ORDINANCE
OF THE VILLAGE OF MONTGOMERY, ILLINOIS
(CHAIN LINK FENCES – NON-RESIDENTIAL DISTRICTS)**

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. 1736

**AN ORDINANCE AMENDING
SECTION 4(d)(ii) OF THE VILLAGE ZONING ORDINANCE
OF THE VILLAGE OF MONTGOMERY, ILLINOIS
(CHAIN LINK FENCES – NON-RESIDENTIAL DISTRICTS)**

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 4(c)(ii) (Chain Link Fences – Non-Residential Districts) of the Village’s Zoning Ordinance to allow galvanized chain link fences in the Village’s 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,

WHEREAS, The Village of Montgomery Board of Trustees finds that allowing galvanized fencing will not alter the essential character of the Manufacturing Districts.

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 4(d)(ii) (Chain Link Fences – Non-Residential Districts) shall be amended to read as follows. All other provisions shall remain in full force and effect:

Except as otherwise permitted in this ordinance, annexation agreements, Planned Unit Developments, or any other development related agreements or ordinances, chain link fences shall be permitted as indicated in the Non-Residential Chain Link Fence Table for the uses identified. For public park and school property, landscaping shall only be required for perimeter fencing and not for tennis courts, ball fields, basketball courts, etc. Landscaping shall be placed between the property line and the fence for screening purposes. Chain link fences may also be used (without complying with the design requirements of black vinyl coating and landscaping) for temporary fencing off of areas of construction and utility work or other similar temporary uses pursuant to a valid building permit as approved by the Director of Community Development.

Use	Yard	Chain Link
Non-Residential	Front	Not Permitted
	Corner Side	Not Permitted
	Interior Side adjacent to non-residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(2)(b)
	Rear adjacent to non-residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(2)(b)
	Interior Side adjacent to residential district	Not Permitted
	Rear adjacent to residential district	Not Permitted
	Buildable Area	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(2)(b)
Public or Private Utilities (water, gas, electric etc.)	Front	Not Permitted
	Corner Side	Not Permitted
	Interior Side adjacent to non-residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(2)(b)
	Rear adjacent to non-residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(2)(b)
	Interior Side adjacent to residential district	Not Permitted
	Rear adjacent to residential district	Not Permitted
	Buildable Area	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(2)(b)
Public Parks or Schools	Front	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)
	Corner Side	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)
	Interior Side adjacent to non-residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)
	Rear adjacent to non-residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)

Use	Yard	Chain Link
	Interior Side adjacent to residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)
	Rear adjacent to residential district	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)
	Buildable Area	Permitted, black vinyl coated and landscaped per Section 12A.03(E)(3)(b)

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: Jeff Zoepfel, Village Administrator

Date: August 5, 2016 **B of T Date:** August 8, 2016

Subject: Resolution 2016-008 Authorizing a Deviation to Section 12A of the Zoning Ordinance Allowing Light Fixtures to be Installed Above the Ordinance Standards on the American Crystal Property at 1601 Commerce Drive

Submitted By: Jerad Chipman AICP, Senior Planner

Background/Policy Implications:

The Plan Commission reviewed and recommended approval of a deviation to the Zoning Ordinance for American Crystal site lighting. The Zoning Ordinance provides a maximum height of twenty (20) feet for light poles and ten (10) feet for wall lights. American Crystal is requesting a deviation to install pole and wall lights at a height of thirty (30) feet. The Lighting Requirement pertains to lights with the intent of illuminating the parking and pedestrian areas of the site. Lighting for the purpose of ensuring safety on the tower and the dome is allowed to be located higher than thirty (30) feet. The Lighting Requirements are located in Section 12A of the Zoning Ordinance pertaining to Landscaping. Section 12A of the Zoning Ordinance allows for a deviation rather than a variance to be processed in the section of the Zoning Ordinance that contains the Lighting Requirements.

The Plan Commission recommended approval of the deviation to the Zoning Ordinance to allow light fixtures to be install at a height of thirty (30) feet on the American Crystal property. The motion passed 6-0.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

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



RESOLUTION No. 2016-008

RESOLUTION AUTHORIZING A DEVIATION TO SECTION 12(A) OF THE VILLAGE'S ZONING ORDINANCE (LIGHT POLE DEVIATION FOR AMERICAN CRYSTAL SUGAR COMPANY - 1601 COMMERCE DRIVE, MONTGOMERY, IL 60538)

WHEREAS, the Village of Montgomery ("Village") is a non-home rule municipality, created in accordance with Section 7 the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Illinois Municipal Code [65 ILCS 5/11 *et. seq.*] recognizes a municipality's authority to establish certain zoning regulations; and,

WHEREAS, Section 12A.03(K)(2) of the Village of Montgomery's Zoning Ordinance ("Zoning Ordinance") explicitly recognizes that "because of the wide variety of the types of developments and the relationships between them, some flexibility in applying standards set forth in Sections 12A.02 and 12A.03 are appropriate as long as the intent of the specified requirements are met;" and,

WHEREAS, American Crystal Sugar Company [1601 Commerce Drive, Montgomery, IL 60538] is seeking a deviation from Section 12A.03(J) with regard to the maximum height requirement for light fixtures, in that it would like to be allowed to install exterior light fixtures on poles in the parking lots and located on buildings at a maximum height of thirty (30) feet; and,

WHEREAS, the Planning Commission has reviewed this matter, found that the intent of the specified requirements as are set forth in the Village's Zoning Ordinance are met, and recommended that such deviation be granted for said property; and,

WHEREAS, the Village Board has accepted the Planning Commission’s recommendation and seeks to allow such deviation.

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: American Crystal Sugar Company [1601 Commerce Drive, Montgomery, IL 60538] shall be granted a deviation from Section 12A.03(J) of the Village’s Zoning Ordinance in that it shall be allowed to install exterior light fixtures on poles in the parking lots and on buildings at a maximum height of thirty (30) feet.

PASSED by the 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 Pete Heinz	---	---	---	---
Trustee Denny Lee	---	---	---	---
Trustee Stan Bond	---	---	---	---
Trustee Theresa Sperling	---	---	---	---
Trustee Steve Jungermann	---	---	---	---
Trustee Doug Marecek	---	---	---	---
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: Jeff Zoepfel, Village Administrator

Date: August 5, 2016

B of T Date: August 8, 2016

Subject: Resolution 2016-009 Authorizing a Deviation to Section 12A of the Zoning Ordinance Allowing Light Fixtures to be Installed Above the Ordinance Standards on the Nexeo Property at 1501 Commerce Drive

Submitted By: Jerad Chipman AICP, Senior Planner

Background/Policy Implications:

The Plan Commission reviewed and recommended approval of a deviation to the Zoning Ordinance for Nexeo site lighting. The Zoning Ordinance provides a maximum height of twenty (20) feet for light poles and ten (10) feet for wall lights. Nexeo is requesting a deviation to install pole and wall lights at a height of thirty (30) feet. The Lighting Requirement pertains to lights with the intent of illuminating the parking and pedestrian areas of the site. The Lighting Requirements are located in Section 12A of the Zoning Ordinance pertaining to Landscaping. Section 12A of the Zoning Ordinance allows for a deviation rather than a variance to be processed in the section of the Zoning Ordinance that contains the Lighting Requirements.

The Plan Commission recommended approval of the deviation to the Zoning Ordinance to allow light fixtures to be install at a height of thirty (30) feet on the Nexeo property. The motion passed 6-0.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

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



RESOLUTION No. 2016-009

RESOLUTION AUTHORIZING A DEVIATION TO SECTION 12(A) OF THE VILLAGE'S ZONING ORDINANCE (LIGHT POLE DEVIATION FOR NEXEO – 1501 COMMERCE DRIVE, MONTGOMERY, IL 60538)

WHEREAS, the Village of Montgomery (“Village”) is a non-home rule municipality, created in accordance with Section 7 the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Illinois Municipal Code [65 ILCS 5/11 *et. seq.*] recognizes a municipality’s authority to establish certain zoning regulations; and,

WHEREAS, Section 12A.03(K)(2) of the Village of Montgomery’s Zoning Ordinance (“Zoning Ordinance”) explicitly recognizes that “because of the wide variety of the types of developments and the relationships between them, some flexibility in applying standards set forth in Sections 12A.02 and 12A.03 are appropriate as long as the intent of the specified requirements are met;” and,

WHEREAS, Nexeo [1501 Commerce Drive, Montgomery, IL 60538] is seeking a deviation from Section 12A.03(J) with regard to the maximum height requirement for light fixtures, in that it would like to be allowed to install exterior light fixtures on poles in the parking lots and located on buildings at a maximum height of thirty (30) feet; and,

WHEREAS, the Planning Commission has reviewed this matter, found that the intent of the specified requirements as are set forth in the Village’s Zoning Ordinance are met, and recommended that such deviation be granted for said property; and,

WHEREAS, the Village Board has accepted the Planning Commission’s recommendation and seeks to allow such deviation.

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: Nexeo [1501 Commerce Drive, Montgomery, IL 60538] shall be granted a deviation from Section 12A.03(J) of the Village’s Zoning Ordinance in that it shall be allowed to install exterior light fixtures on poles in the parking lots and on buildings at a maximum height of thirty (30) feet.

PASSED by the 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 Pete Heinz	---	---	---	---
Trustee Denny Lee	---	---	---	---
Trustee Stan Bond	---	---	---	---
Trustee Theresa Sperling	---	---	---	---
Trustee Steve Jungermann	---	---	---	---
Trustee Doug Marecek	---	---	---	---
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: Jeff Zoepfel, Village Administrator

Date: August 5, 2016

B of T Date: August 8, 2016

Subject: Resolution 2016-010 Authorizing a Deviation to Section 12A of the Zoning Ordinance Allowing Light Fixtures to be Installed Above the Ordinance Standards on the CenterPoint Property Located at 900 Knell Road

Submitted By: Jerad Chipman AICP, Senior Planner

Background/Policy Implications:

The Plan Commission reviewed and recommended approval of a deviation to the Zoning Ordinance for CenterPoint site lighting. The Zoning Ordinance provides a maximum height of twenty (20) feet for light poles and ten (10) feet for wall lights. CenterPoint originally requested approval of installing light poles at a height of forty (40) feet, however, staff recommends a maximum height of thirty (30) feet based on research conducted of surrounding communities. The Plan Commission recommended a maximum height of forty (40) feet be permitted. The Lighting Requirement pertains to lights with the intent of illuminating the parking and pedestrian areas of the site. The Lighting Requirements are located in Section 12A of the Zoning Ordinance pertaining to Landscaping. Section 12A of the Zoning Ordinance allows for a deviation rather than a variance to be processed in the section of the Zoning Ordinance that contains the Lighting Requirements.

The Plan Commission recommended approval of the deviation to the Zoning Ordinance to allow light fixtures to be install at a height of forty (40) feet on the CenterPoint property. The motion passed 4-2.

Review:

Village Administrator Jeff Zoepfel

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



RESOLUTION No. 2016-010

RESOLUTION AUTHORIZING A DEVIATION TO SECTION 12(A) OF THE VILLAGE'S ZONING ORDINANCE (LIGHT POLE DEVIATION FOR CENTERPOINT – 900 KNELL ROAD, MONTGOMERY, IL 60538)

WHEREAS, the Village of Montgomery (“Village”) is a non-home rule municipality, created in accordance with Section 7 the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Illinois Municipal Code [65 ILCS 5/11 *et. seq.*] recognizes a municipality’s authority to establish certain zoning regulations; and,

WHEREAS, Section 12A.03(K)(2) of the Village of Montgomery’s Zoning Ordinance (“Zoning Ordinance”) explicitly recognizes that “because of the wide variety of the types of developments and the relationships between them, some flexibility in applying standards set forth in Sections 12A.02 and 12A.03 are appropriate as long as the intent of the specified requirements are met;” and,

WHEREAS, CenterPoint [900 Knell Road, Montgomery, IL 60538] is seeking a deviation from Section 12A.03(J) with regard to the maximum height requirement for light fixtures, in that it would like to be allowed to install exterior light fixtures on poles in the parking lots and located on buildings at a maximum height of forty (40) feet; and,

WHEREAS, the Planning Commission has reviewed this matter, found that the intent of the specified requirements as are set forth in the Village’s Zoning Ordinance are met, and recommended that such deviation be granted for said property; and,

WHEREAS, the Village Board has accepted the Planning Commission's recommendation and seeks to allow such deviation.

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: CenterPoint [900 Knell Road, Montgomery, IL 60538] shall be granted a deviation from Section 12A.03(J) of the Village's Zoning Ordinance in that it shall be allowed to install exterior light fixtures on poles in the parking lots and on buildings at a maximum height of forty (40) feet.

PASSED by the 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 Pete Heinz	---	---	---	---
Trustee Denny Lee	---	---	---	---
Trustee Stan Bond	---	---	---	---
Trustee Theresa Sperling	---	---	---	---
Trustee Steve Jungermann	---	---	---	---
Trustee Doug Marecek	---	---	---	---
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: Jeff Zoepfel, Village Administrator

Date: August 5, 2016

B of T Date: August 8, 2016

Subject: Resolution 2016-011 Authorizing a Deviation to Section 12A of the Zoning Ordinance Allowing Light Fixtures to be Installed Above the Ordinance Standards on the Old Dominion Property on Aucutt Road

Submitted By: Jerad Chipman AICP, Senior Planner

Background/Policy Implications:

The Plan Commission reviewed and recommended approval of a deviation to the Zoning Ordinance for Old Dominion site lighting. The Zoning Ordinance provides a maximum height of twenty (20) feet for light poles and ten (10) feet for wall lights. Old Dominion originally requested approval of installing light poles at various heights including forty (40) feet, however, staff recommends a maximum height of thirty (30) feet based on research conducted of surrounding communities. Old Dominion also requested that lights be allowed to be elevated above the building walls to a maximum height of thirty (30) feet and tilted. The Plan Commission recommended a maximum height thirty (30) feet in front of the building, forty (40) feet behind the front façade of the building and lighting on the building to be elevated and tilted be permitted.

The Plan Commission recommended approval of the deviation to the Zoning Ordinance to allow light fixtures to be install at a height of thirty (30) feet in front of the building, forty (40) feet behind the front façade of the building and lighting on the building to be elevated and tilted on the Old Dominion property. The motion passed 4-2.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

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



RESOLUTION No. 2016-011

RESOLUTION AUTHORIZING A DEVIATION TO SECTION 12(A) OF THE VILLAGE'S ZONING ORDINANCE (LIGHT POLE DEVIATION FOR OLD DOMINION FREIGHT LINE – AUCUTT RD)

WHEREAS, the Village of Montgomery (“Village”) is a non-home rule municipality, created in accordance with Section 7 the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Illinois Municipal Code [65 ILCS 5/11 *et. seq.*] recognizes a municipality’s authority to establish certain zoning regulations; and,

WHEREAS, Section 12A.03(K)(2) of the Village of Montgomery’s Zoning Ordinance (“Zoning Ordinance”) explicitly recognizes that “because of the wide variety of the types of developments and the relationships between them, some flexibility in applying standards set forth in Sections 12A.02 and 12A.03 are appropriate as long as the intent of the specified requirements are met;” and,

WHEREAS, Old Dominion Freight Line [Aucutt Road] is seeking a deviation from Section 12A.03(J) with regard to the maximum height requirement for light fixtures, in that it would like to be allowed to install exterior light fixtures on poles in the parking lots and located on buildings at a maximum height of thirty (30) feet in front of the facility and forty (40) feet at the rear of the facility in the truck loading bay; and,

WHEREAS, the Planning Commission has reviewed this matter, found that the intent of the specified requirements as are set forth in the Village’s Zoning Ordinance are met, and recommended that such deviation be granted for said property; and,

WHEREAS, the Village Board has accepted the Planning Commission’s recommendation and seeks to allow such deviation.

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: Old Dominion Freight Line [Aucutt Road] shall be granted a deviation from Section 12A.03(J) of the Village’s Zoning Ordinance in that it shall be allowed to install exterior light fixtures on poles in the parking lots and on buildings at a maximum height of thirty (30) feet in the front of the facility and forty (40) feet at the rear of the facility in the truck loading bay.

PASSED by the 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 Pete Heinz	---	---	---	---
Trustee Denny Lee	---	---	---	---
Trustee Stan Bond	---	---	---	---
Trustee Theresa Sperling	---	---	---	---
Trustee Steve Jungermann	---	---	---	---
Trustee Doug Marecek	---	---	---	---
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: Jeff Zoepfel, 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, Village Attorneys

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 Binny’s.

Please note that adjustments have been made to the Economic Incentive Agreement with the addition of Section 3-F which address possible future action by the State regarding the municipal portion of sales tax revenue.

Review:

Village Administrator Jeff Zoepfel

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



**VILLAGE OF MONTGOMERY
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. One property has remained vacant for at least one year and the buildings on the two other aforementioned properties property no longer comply with current building codes have remained less than significantly unoccupied or underutilized for a period of at least one year;
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.

F. Adjustment Calculation. The figures set forth in this Agreement are contingent upon the Village receiving certain expected sales tax revenues from the State. In the instance that the State withholds additional amounts of said municipal portion of said sales tax revenue (either by change to the municipal share of said sales tax revenue or by not providing the entirety of said funding to the Village) the Village reserves the right to adjust the amount of said credit based upon the amount of revenue actually received from the State for the sales tax generated by said Properties.

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: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: August 4, 2016

B of T Date: August 8, 2016

Subject: Resolution 2016-005 Authorizing Redevelopment Projects within the US Route 30 and Fifth Street Redevelopment Project Area

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 of \$7,500; rough grading and seeding of a TIF lot owned by the Village of \$50,000; and Pearl Street storm sewer of \$362,650.

Resolution 2016-005 authorizes all three projects as TIF eligible. 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).

Describe Fiscal Impact/Budget Account Number and Cost:

The 3 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:

Village Administrator Jeff Zoepfel

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

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	___	___	___	___



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

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

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: August 4, 2016

B of T Date: August 8, 2016

Subject: Resolution 2016-006 Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of General Obligation Debt Certificates

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 of \$7,500; rough grading and seeding of a TIF lot owned by the Village of \$50,000; and Pearl Street storm sewer of \$362,650.

Resolution 2016-006 expresses the Village's intent to reimburse the Pearl Street storm sewer costs from the proceeds 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).

Describe Fiscal Impact/Budget Account Number and Cost:

The 3 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:

Village Administrator Jeff Zoepfel

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

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	___	___	___	___



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

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

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: August 4, 2016

B of T Date: August 8, 2016

Subject: Ordinance 1733 Authorizing and Providing for an Installment Purchase Agreement and Authorizing and Providing for the Issue of a \$352,850 Debt Certificate, Series 2016 (Waiver of First and Passage on Second Reading)

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 of \$7,500; rough grading and seeding of a TIF lot owned by the Village of \$50,000; and Pearl Street storm sewer of \$362,650.

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).

Describe Fiscal Impact/Budget Account Number and Cost:

The 3 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:

Village Administrator Jeff Zoepfel

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

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 _____, 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 _____, 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 _____, 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 August 8, 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 August, 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 August, 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
_____, 2026

Dated Date
_____, 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 _____, 2016, in the amounts as set forth on ***Schedule 1*** attached hereto, with a final payment on _____, 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: August ___, 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)
) S S
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 8th day of August, 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 August, 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 8th day of August, 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 8th day of August, 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 August, 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: Jeff Zoepfel, Village Administrator
Date: August 3, 2016 **B of T Date:** August 8, 2016

Subject: Ammonia Analyzers for Automated Water Treatment and Chemical Feed

Submitted By: Todd Hoppenstedt, Director of Public Works

Background/Policy Implications:

For some time, Public Works has been planning to convert our water treatment plants over from chlorine gas fed equipment currently used for disinfection to sodium hypochlorite, which is a liquid solution. While the liquid solution is arguably safer to store and handle, after evaluating the process and speaking to many other utilities who either use liquid or have experience working with both, my team of water operators and I decided it was best for our utility to remain with gas fed chlorine.

Prior to my tenure with the Village, budget planning had included a plan to retrofit our three treatment plants at approximately \$200,000 each year starting with FY17 and continuing through FY19. Although skeptical on the need for a change, we decided to leave the plan in place throughout the FY17 planning process as we had not completed our evaluation of methods and performed a satisfactory level of due diligence. Now that we have concluded it is our preference to stay with chlorine gas, there are a few treatment process upgrades that need to be implemented regardless of our feeding gas or liquid. We have worked with our chemical feed vendors and the water experts at EEI to identify these warranted upgrades. We will be adding electronic ammonia analyzers that can communicate through our SCADA system and automatically provide variations in the amount of chlorine being fed based on how it will react with the levels of naturally present ammonia. This automated flexibility will ultimately lead to better and more consistent water quality throughout our system.

Tonight's request is for procurement, start-up, and training on these new ammonia analyzers through Hach for a cost of \$52,024.00. The overall savings created by staying with gas fed chlorine allows us to retrofit all three treatment plants this year versus the staged approach that would have been used if we transitioned to liquid feed. These two analyzers will be employed at Wells #8 and #14. Some level of upgrade will be performed at the lime softening plant in the near future; however, we are still evaluating our needs after recently adding phosphate feed equipment through that plant. The unencumbered funds remaining from this year through FY19 will be reprioritized to better serve the utility and its customers.

Describe Fiscal Impact/Budget Account Number and Cost:

This portion of the upgrade is for procurement, start-up, and training on the ammonia analyzers through Hach at a cost of \$52,024.00.

Village Administrator Jeff Zoepfel

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



Quotation

Quote Number: 100179128v3

Use quote number at time of order to ensure that you receive prices quoted

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Date: 07/26/2016

Quote Expiration: 09/24/2016

Village of Montgomery

Name: Stephen Dennison
 Phone: (630) 466-6762
 Email: SDennison@eeiweb.com

Sales Contact: Domenick Angiello Email: dangiell@hach.com Phone: 630-659-7532

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price
1	5500.AMC.2.KTO	KTO: 5500sc Ammonia Monochloramine, 2 Channel	2	19,994.00
2	5440003	CL17 Free Chlorine Process Analyzer with AquaTrend Network (includes one month reagent supply, installation kit, maintenance kit, sample conditioning kit and manual)	2	3,588.00
Service options for 5500SC				
3	WRTUPG5500SC AMC	WarrantyPlus Service Agreement includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	2	2,430.00
Grand Total				\$ 52,024.00

NOTES

PROGNOSYS is a predictive diagnostic system that allows you to be proactive in your maintenance, by alerting you to upcoming instrument issues. Know with confidence whether changes in your measurements are due to changes in your instrument or your water.

The 5500sc Ammonia Monochloramine Analyzer is shipped with a 6-month free trial of PROGNOSYS preinstalled. After this 6-month period, the instrument will require a one-time activation license key to continue operating PROGNOSYS. The license can be purchased with the analyzer at the time of order or at a later date.

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i)

Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable

for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

Sales Contact:

Name: Domenick Angiello
Title: Regional Sales manager
Phone: 630-659-7532
Email: dangiell@hach.com

Prepared By:

Name: Nanette Meyer
Title: Field Sales Support Specialist
Phone: 970-669-3050 x 6275
Email: nmeyer@hach.com



Be Right™

Quotation Addendum

HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

ADVANTAGES OF WORKING WITH HACH

<p><u>Technical Support</u> <i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>	<p><u>SIRR Delivery Program</u> <i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i></p> <ul style="list-style-type: none"> ✓ Lower inventory costs and fresh supplies ✓ Reduced paperwork – one purchase order for the entire year ✓ Automatic shipments on your schedule ✓ Easier budgeting <p>www.Hach.com/sirr</p>	<p><u>Hach WarrantyPlus™ Upgrade</u> <i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> ✓ Savings of more than 20% versus a "pay as you go" approach ✓ Freedom from maintenance ✓ Worry-free compliance with Hach's certification ✓ Fixed maintenance budget for the entire year <p>www.Hach.com/warrantyplus</p>
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ADVANTAGES OF SIMPLIFIED FREIGHT

<p><u>Safe & Fast Delivery</u></p> <ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<p><u>Save Time – Less Hassle</u></p> <ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships simplified freight orders as the product is available at no additional cost 	<p><u>Save Money</u></p> <ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required
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STANDARD SIMPLIFIED FREIGHT CHARGES ^{1, 2, 3}						Collect ⁴ Handling Fee Effective 8/16/2014
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.79
\$50.00 - \$199.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$7.99
\$200.00 - \$449.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.47
\$450.00 - \$749.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$8.89
\$750.00 - \$999.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.17
\$1,000.00 - \$2,249.99	\$66.39	\$130.75	\$255.01	\$154.73	\$307.33	\$9.49
\$2,250.00 - \$4,999.99	\$79.47	\$174.35	\$294.25	\$181.98	\$336.76	\$11.32
\$5,000.00 - \$9,999.99	\$112.79	\$201.60	\$338.94	\$213.59	\$365.10	\$16.83
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$29.49

- 1 Freight charges shown are only applicable to orders billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.
- 2 Additional freight charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- 3 Orders shipping to Alaska or Hawaii: Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- 4 Hach Company will assess a collect handling fee on orders with collect freight terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

- 1. APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
- 2. CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-shipment fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.
- 3. DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.
- 4. INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.
- 5. PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.
- 6. PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See ¶22 for further wire transfer requirements.
- 7. LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.
- 8. INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.
- 9. PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.
- 10. TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.



11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach

Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Additional Provisions

22. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

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

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

To: Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: August 2, 2016

B of T Date: August 8, 2016

Subject: Report on Closed Session Minutes

Submitted By: Jeff Zoepfel, Village Administrator

Background/Policy Implications:

Following review by the Village Board, a report will be made regarding which, if any, Executive Session Minutes will be released to the public.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

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