

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, November 14, 2016
7:00 PM, Village Hall

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

AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Public Participation

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

- A. Public Comments (Two Minute Opportunity).
- B. Rebecca Rominski, 2884 Adam, with Bella Rominski and Zach Roskopf, Two CRPS Warriors, Regarding Complex Regional Pain Syndrome.
- C. Proclamation for Complex Regional Pain Syndrome Month.

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 October 24, 2016.
- B. Building Report for November 2016.
- C. Accounts Receivable Report for November 2016.
- D. Accounts Payable through November 9, 2016 in the Amount of \$871,204.90.
- E. Cancellation of November 22, 2016, Committee of the Whole Meeting.
- F. Appointment of Brittany Johnson, 1940 Springhaven Court, to the Historic Preservation Commission to Fill a Vacancy through May 31, 2018.
- G. Ordinance 1744 Granting a Special Use for Outdoor Storage for 1415 Bohr Avenue (Second Reading).
- H. Ordinance 1745 Granting a Variance to the West Side Yard Setback Requirement for 1415 Bohr Avenue (Second Reading).

6. Items for Separate Action

- A. Ordinance 1757 Amending Chapter 12 of the Montgomery Code of Ordinances Regarding the Section Titled "Unlawful to Burn Any Prohibited Materials" (First Reading).
- B. Resolution 2016-014 Authorizing the Creation of a New Stationary Food Vendor License for Primos Tacos – 602 Montgomery Road (in front of the Montgomery Super Wash).
- C. Change Order for Boulder Hill Water Main Project Contract C.
- D. Agreement Between the Village of Montgomery and Metropolitan Alliance of Police.

- E. Resolution 2016-015 Authorizing the Execution of an Intergovernmental Agreement between the Village of Oswego, the United City of Yorkville and the Village of Montgomery for the Sharing of Certain Public Works Services.
- F. Ordinance 1755 Amending the Village of Montgomery Village Code, Chapter 16 ½, Section 16 ½-6 (E) (Charitable Games Act) (First Reading).

7. Items for Discussion

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

- A. 2016 Tax Levy.
- B. 2016-17 Snow Removal and Ice Control Plan.
- C. Discussion of a Resolution Adopting a Policy with Regard to Expense and Travel Reimbursements.

8. New or Unfinished Business

9. Future Meetings

- A. Plan Commission – Thursday, November 17, 2016 at 7:00 p.m.
- B. Committee of the Whole Meeting – Tuesday, November 22, 2016 at 7:00 p.m. (May Be Canceled)
- C. Village Board Meeting – Monday, November 28, 2016 at 7:00 p.m.
- D. Beautification Committee – Wednesday, December 14, 2016 at 6:00 p.m. (Contest Judging)

10. Executive Session

- A. To Discuss the Employment of an Employee Pursuant to 5 ILCS 120/2 (c)(1).

11. Adjournment



200 NORTH RIVER
MONTGOMERY ILLINOIS 60538

PROCLAMATION

CRPS/RSD Awareness Month

WHEREAS, Complex Regional Pain Syndrome (CRPS), also known as Reflex Sympathetic Dystrophy (RSD), is a nerve disorder which causes the brain and nervous system to send chronic pain signals to the affected part of the body; and

WHEREAS, CRPS/RSD is a progressive chronic condition characterized by symptoms of prolonged pain that can be constant and in some people, extremely severe and debilitating; and

WHEREAS, the symptoms of CRPS are often described as burning that is out of proportion to the severity of the initial injury and can include extreme sensitivity to the touch and swelling; and

WHEREAS, CRPS was first identified during the Civil War, but remains a poorly understood condition for which there is no cure; and

WHEREAS, the National Institute of Neurological Disorders and Stroke and other institutes conduct research relating to CRPS; and

WHEREAS, members of the CRPS community will be spreading awareness in November by Coloring the World Orange:

Now therefore, I, Matthew T. Brolley, Village President of the Village of Montgomery, do hereby proclaim the Month of November 2016 to be **CRPS/RSD Awareness Month** in the Village of Montgomery, and urge everyone to support those courageously living with this condition.

Dated this 14th day of November 2016.

Matthew T. Brolley
Village President

Penny FitzPatrick
Village Clerk

Village President Brolley called the meeting to order at 7:01 p.m. followed by the Pledge of Allegiance led by Girl Scout Troop 1608.

Roll Call

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

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

Public Participation

A. Public Comments (Two Minute Opportunity).

No public comments this evening.

Consent Agenda

A. Minutes of the Village Board Meeting of October 10, 2016.

B. Executive Session Minutes of September 26, 2016.

C. Accounts Payable through October 20, 2016 in the Amount of \$470,687.53.

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

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

Items for Separate Action

A. Ordinance 1744 Granting a Special Use for Outdoor Storage for 1415 Bohr Avenue (First Reading).

B. Ordinance 1745 Granting a Variance to the West Side Yard Setback Requirement for 1415 Bohr Avenue (First Reading).

Director Young discussed the first reading for the concrete industrial site property at 1415 Bohr Avenue which was previously presented to the Board. At that time, the Board accepted the Plan Commission's recommendations to deny the special use and variance requests associated with the

location's prior site plan. Major modifications were since made to the site plan and Director Young recommended approval with minor text amendments. Those included a minor setback variance on the west side of the site plan and special use for the paved storage lot.

Many questions and discussions followed including that the items to be stored inside the lot would be enclosed by a six-foot-tall fence and would include concrete materials, stone and topsoil but not mulch. Also touched upon were questions about the parameters and necessity of the two thirds majority vote, if the surrounding area was residential, height restrictions and quantities of materials stored and how to enforce the restriction parameters for the proposed storage lot.

Director Young clarified that the special use could include a quantity and height requirement for the stored materials and that the area surrounding the property was zoned industrial, not residential. Attorney Andersson clarified that a two thirds majority vote would be required since the prior site proposal was denied and that it requires having four of the six Trustees vote in its favor.

President Brolley summarized and confirmed with Director Young that any proposed signage would have to meet the signage code requirements for the industrial area and that any further comments or questions regarding the proposal could be directed to staff prior to the next meeting in two weeks.

Items for Discussion

A. Liquor License Request for Shell Gas Station.

Chief Meyers presented a liquor license request for the Shell Gas Station on Montgomery Road. He clarified that three Class M Liquor Licenses currently exist on the west side of Montgomery at Speedway, Murphy Oil and Orchard Stop Gas Stations, but that none existed on the east side of town. The license request presented was contingent on the potential owners, Moses and Jeevan, buying the Shell Gas Station. The current owner of this gas station does not have a license to sell liquor.

Moses and Jeevan, the potential owners of the Shell Gas Station, addressed the Board and requested a Class M liquor license but were agreeable to selling beer only. They advised that there was additional space for coolers on the west side of the store to stock and sell beer. They also felt that their being competitive in the marketplace would be contingent on securing this liquor license.

Many questions and discussions ensued. Some of these included concerns about the amount of storage space available for liquor sales at this location, that the area was already well served for liquor by other businesses and that the majority of the Trustees were not in support of hard liquor being sold at this location, especially in small bottles. Also discussed was whether video gaming in relation to having a Class M Liquor License was permitted or an issue and whether the potential buyers would be competitive and successful at this location if they were not granted the license to sell liquor. The majority of Trustees were in favor of drafting a new liquor license to include Beer Only sales for this location.

Attorney Andersson clarified and addressed the concerns that small bottles sales had previously been prohibited in the Class M Liquor License restrictions and that gaming would not be an issue or apply as this location would not be serving food, have a pouring liquor license or be a truck stop.

President Brolley thanked Jeevan and Moses for their presentation and clarified that the Village does not currently have a class of liquor license for Beer Only sales but that they would be agreeable to creating one. He summarized that the Board had previously declined other requests to secure liquor licenses in this area but that this proposal could come back before the Board for review pending a background check and the drafting of a new class of liquor license for Beer Only.

New or Unfinished Business

Trustee Sperling pointed out that it was World Polio Day, which she wore a shirt in support of. She noted that World Polio Day is Rotary International's biggest cause and that they have been fighting polio since 1985.

Future Meetings

- A. Plan Commission – Thursday, November 3, 2016 at 7:00 p.m.**
- B. Village Board Meeting – Monday, November 14, 2016 at 7:00 p.m.**
- C. Beautification Committee – Wednesday, November 9, 2016 at 6:00 p.m.**
- D. Committee of the Whole Meeting – Tuesday, November 22, 2016 at 7:00 p.m. (May Be Canceled)**
- E. Village Board Meeting – Monday, November 28, 2016 at 7:00 p.m.**

Executive Session – None

Adjournment: 7:25 p.m.

Trustee Heinz **moved to adjourn**. Trustee Jungermann seconded this motion.

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

Respectfully submitted,

Penny Fitzpatrick
Village Clerk

BUILDING REPORT

MONTH OF: October 2016

TYPE	NUMBER	VALUATION	BUILDING FEE
RESIDENTIAL (MOBILE)	1	\$45,000.00	\$230.00
MULTI-FAMILY	0	\$0.00	\$0.00
INDUSTRIAL	0	\$0.00	\$0.00
COMMERCIAL	1	\$1,200,000.00	\$2,436.00
RESIDENTIAL ADDITIONS & ALTERATIONS	26	\$284,035.00	\$3,096.00
INDUSTRIAL ADDITIONS & ALTERATIONS	0	\$0.00	\$0.00
COMMERCIAL ADDITIONS & ALTERATIONS	0	\$0.00	\$0.00
GARAGE	0	\$0.00	\$0.00
SWIMMING POOL	0	\$0.00	\$0.00
MISCELLANEOUS	28	\$400,345.00	\$2,261.00
REINSPECTIONS	0	\$0.00	\$0.00
TOTAL	56	\$1,929,380.00	\$8,023.00
YEAR TO DATE VALUATION		\$14,737,109.00	
PREVIOUS YEAR	55	\$4,749,701.00	\$34,774.40
PERMITS FINALIZED	39	OCCUPANCIES ISSUED	October = 2
PERMITS PENDING:	970	SINGLE FAMILY-	0
		COMMERCIAL	2
INSPECTIONS:		VIOLATIONS:	October = 81
DECK POST HOLES	2	CORRECTED:	79
FINAL	23	PORCH & STOOP	1
FINAL BUILDING	1	PUBLIC SIDEWALK	1
FINAL ELECTRICAL	3	ROUGH CONCRETE PRE	12
FINAL FRAMING	2	ROUGH ELECTRICAL	6
FINAL MECHANICAL	2	ROUGH FRAMING	3
FOOTING	2	ROUGH MECHANICAL	1
FOUNDATION	1	UG ELECTRICAL	1
INSULATION	2	PLUMBING	23
TOTAL	86		
Completed Inspections on foreclosed properties			

VILLAGE OF MONTGOMERY - WATER DEPARTMENT

ACCOUNTS RECEIVABLE REPORT FOR OCTOBER, 2016

ACCOUNTS RECEIVABLE BALANCE - END OF LAST MONTH **\$ 1,159,944.95**

WATER BILLING ACTIVITY

	1,000 Gals.	Water Charge	Service Charge	Totals
MONTGOMERY				
Residential	161	\$ 879.06	\$188.30	\$ 1,067.36
Commercial & Ind.	\$ -	\$ -	-	\$ -
Bulk water	\$ -	\$ -	-	\$ -
Totals	161	\$879.06	\$188.30	\$1,067.36
OUT OF TOWN				
Boulder Hill Residential	52	\$ 340.60	\$106.96	\$447.56
Boulder Hill Commercial	-	\$ -	\$ -	\$ -
Blackberry	-	\$ -	\$ -	\$ -
Totals	52	\$340.60	\$106.96	\$447.56
WATER METER CHARGES				
TAP ON & FOOTAGE FEES				
CODE VIOLATIONS				
MISCELLANEOUS CHARGES				
TOTAL WATER BILLING	213	\$1,219.66	\$295.26	\$1,514.92

OTHER CHARGES

SEWER				\$ 124.67
PENALTIES				
BHINF				\$ 434.00
ADJUSTMENTS				\$ 1,566.79
MISC - GARBAGE				\$ 1,052.07
TOTAL OTHER CHARGES				\$ 3,177.53

LESS: PAYMENTS RECEIVED DURING THE MONTH **\$ (852,588.31)**

ACCOUNTS RECEIVABLE BALANCE - END OF CURRENT MONTH **\$ 312,049.09**

MONTGOMERY PUBLIC WORKS-WATER PRODUCTION REPORT

PUMPAGE TO PLANT

WELL NO. 3		6.786	MG
WELL NO. 4		16.972	MG
WELL NO. 10		0.009	MG
WELL NO. 11		7.686	MG
WELL NO. 12		0.000	MG
WELL NO. 13		3.487	MG
SUBTOTAL		34.940	MG

DIRECT DISTRIBUTION PUMPAGE

WELL NO. 8		14.746	MG
WELL NO. 14		11.292	MG
WELL NO. 15		10.716	MG
LESS WATER USED IN PROCESS:		0.748	MG
SUBTOTAL		36.006	MG

TOTAL PUMPAGE

SUBTOTAL		70.946	MG
LESS WATER USED IN LSWTP PROCESS:			
FILTER BACKWASH		0.600	MG
CONCENTRATOR BACKWASH		0.097	MG
TOTAL TO DISTRIBUTION		70.249	MG

MONTHLY PRODUCTION SUMMARY

DAILY MAXIMUM		3.380	MG
DAILY MINIMUM		1.331	MG
DAILY AVERAGE		2.313	MG

ESTIMATED WATER DISTRIBUTION LOSS

0	2 INCH WATER MAIN BREAKS	0	GAL
0	3 INCH WATER MAIN BREAKS	0	GAL
0	4 INCH WATER MAIN BREAKS	0	GAL
1	6 INCH WATER MAIN BREAKS	34,200	GAL
0	8 INCH WATER MAIN BREAKS	0	GAL
0	10 INCH WATER MAIN BREAKS	0	GAL
0	12 INCH WATER MAIN BREAKS	0	GAL
Misc.spots/Coupon test	HYDRANT FLUSHING	751,000	GAL
TOTAL ESTIMATE		785,200	GAL

WATER SYSTEM SERVICE/REPAIRS

1	SERVICE LINE REPAIRS
2	B-BOX REPAIRS
0	VALVE BOXES
162	PUBLIC WORKS SERVICE ORDERS
Fox Metro	SHUT OFF NOTICES
90	SHUT OFFS
0	METER READS

**Village of Montgomery
Bills to be Paid
November 14, 2016**

<u>All Departments</u>	<u>Amount</u>
AT&T	308.36
AT&T U-verse	212.00
Call One	1,677.90
Mickey Wilson	9,243.59
Responsive	6,479.00
Verizon	1,878.53

Community Development/Building Department

CalAtlantic Homes	30,900.00
Cannonball	1,000.00
Cannonball	1,200.00
Chiquita Foods	7,689.34
CBRE	6,000.00
Fed Ex	56.32
GMAAC	120.00
Inland	53,959.13
Planning Resource Inc	200.00
WalMart	250,122.67

Elected Officials

Beaver Shredding	375.00
Debbie Buchanan	5.00
EEL	489.64
Matt Brolley	2.51
Metro West	185.00
Randy Walker	200.00
VanDuser	75.00
Wally's Printing	27.00

Finance Department/Water Billing

Azavar Audit	1,666.39
CDW	60.72
Comcast	239.85
echeatment	394.79
Kathleen Field Orr	80.00
Lauterbach	2,700.00
My Office Products	21.34
Petty Cash	89.73
PTM	69.80
Water Refunds	194.10

Human Resources/Payroll

Better Business Planning	240.00
Fidelity Life/Eye Med	425.92
Guardian	4,389.81
Metropolitan Alliance of Police	578.00
Nationwide 457	100.00
Nationwide IRA	435.00
Office Depot	135.26
State Disbursement Unit	957.53

Police Department

Archangels Biorecovery	500.00
Brite	10,347.84
City of St. Charles	75.00
CMI	58.81
College of DuPage	3,113.00
Comcast	272.01
Communications Revolving Fund	506.40
Director of Il State Police	228.00
Foremost Promotions	320.00
Fuller's	171.00
GFC	800.05
Il LEAP	40.00
Il Police & Fire	85.00
Infor Public Sector	681.65
Jason Stransky	25.76
Kane County Animal Control	100.00
Kieslers	2,463.00
Marberry	28.00
Mobile Team Training	50.00
Neofunds	200.00
Northwestern University	3,700.00
Office Depot	23.24
Quill	162.93
Ray O'Herron	679.84
Second Chance Solution	239.70
Streichers	64.94
TLO	1,359.25
Trotsky Investigative Polygraph	260.00
Tyler Technologies	1,635.37
Uline	45.97
Wagner Investigative	150.00
Zuma	89.56

Public Works Department

Airgas	79.47
American Water Works Assoc	200.00
BDK Door	531.70
B&K Equipment	170.76
Broad Cove	2,732.00
Car Reflections	1,090.00
CDW	64.67
Carroll Distributing	37.26
CES	157.47
Citywide	3,657.28
Coffman	1,782.59
Comcast	202.85
ComEd	1,345.31
ComEd	3,165.68
Constellation	2,079.26
Cornerstone Partners	2,640.38
Crescent Electric	491.63
Dynegy	4,086.87
Edmonds	1,536.93
Factory Motor Parts	331.19
Feece Oil	7,689.10
Ferguson	2,411.44
Fox Metro	550.00
Fox Metro	1,037.80
Fox Ridge Nursery	8,250.00
Frank Marshall	10,609.24
G&K	166.90
Gasvoda	1,196.98
Geneva Construction	1,562.71
Gordon Flesch	830.91
HD Supply	11,059.11
Hoving Clean Sweep	2,865.50
IDOT	3,217.50
Illco	67.78
Illini Power	510.12
Illinois Truck	2,800.00
Just Safety	89.55
Kimball Midwest	988.54
Kline's Landscape	1,010.00
Morrow Brothers	104,692.00
Meade	520.00
Menards	808.63
Metallo Stump Removal	250.00
Midwest Salt	2,779.36
Monroe Truck Equipment	3,201.00
Morrow Brothers	1,808.00
NAPA	59.06
Nicor	425.98

Pizzo	22,279.39
Pollardwater	238.84
Pomp's	222.76
Pothole Pros	5,600.00
Ralph Helm	501.46
Republic	111,120.75
Riverview Ford	28.20
Ron Westphal	700.27
Rush Truck Center	122.13
Russo's Power	40.38
S&K Excavating	51,978.84
Sauber Mfg	7,871.00
Scott Allegretti	50.00
Spring Grove Nursery	1,850.00
Suburban Laboratories	481.00
Superior Asphalt	595.66
Staab Battery	
Traffic Control	723.85
T&L Mfg	885.00
Tri-R Systems	3,480.00
Twin Oaks	7,748.89
UPS	49.26
Utility Dynamics	3,480.00
Viking Chemical	9,146.28
Water Solutions	2,014.65
WE Mundy	15,985.00
Wholesale Direct	207.03
Winding Creek Nursery	10,985.00
Van Wagoner Trucking	600.00

Village Administrator's Office/Village Hall

Leaf	159.00
Metro West	85.00
Proven Business	474.20

Grand Total	<u><u>871,204.90</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: November 8, 2016

B of T Date: November 14, 2016

Subject: Cancellation of November 22, 2016 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 November 22, 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: June 7, 2016

B of T Date: June 13, 2016

Subject: Appointment to the Historic Preservation Commission

Submitted By: Matt Brolley, Village President

Background/Policy Implications:

Approval of the appointment of Brittany Johnson, 1940 Springhaven Court, to the Historic Preservation Commission to fill a vacancy through May 31, 2018 is requested.

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: November 9, 2016

B of T Date: November 14, 2016

Subject: Ordinance 1744 Granting a Special Use for Outdoor Storage for 1415 Bohr Avenue (Second Reading)

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

Background/Policy Implications:

The attached ordinance is to grant a special use for the outdoor storage of materials related to a concrete business. The Planning Commission voted to recommend the denial of the special use application due to certain issues identified by staff in Plan Commission Advisory Report PC 2016-026.

Following the hearing in front of the Planning Commission, petitioner amended portions of its request and addressed many of these outstanding issues and revised plans were presented to the Village Board in October.

Staff has added conditions to the proposed ordinance since the last meeting.

Please note that this item requires a 2/3 vote of the Village Board.

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. 1744

**AN ORDINANCE GRANTING A SPECIAL USE FOR OUTDOOR STORAGE FOR
1415 BOHR AVENUE,
VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
(1415 BOHR AVENUE)**

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. 1744

**AN ORDINANCE GRANTING A SPECIAL USE FOR OUTDOOR STORAGE FOR
1415 BOHR AVENUE,
VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
(1415 BOHR AVENUE)**

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 5/1-1 *et seq.*; and,

WHEREAS, the land described in Section One of this ordinance is within the boundaries of the Village of Montgomery and presently zoned (M-2) General Manufacturing District, and is sought by the petitioner to be granted special use for outdoor storage; and,

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

WHEREAS, the Planning Commission recommended to the Village Board of Trustees the denial of said application based on certain identified deficiencies, however, the Village Board now finds by a 2/3 vote of the trustees that the deficiencies identified by the Planning Commission have since been addressed; and,

WHEREAS, the Village Board has adopted the following findings of fact as attributed to the petitioner in Plan Commission Advisory Report PC 2016-026: (1) the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort, or general welfare; (2) the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, and will not substantially diminish or impair property values in the neighborhood; (3) the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district; (4) adequate utilities, access roads, drainage and/or necessary facilities have been, or are being, provided; (5) adequate measures have been, or will be, taken to provide ingress and egress so designed as to minimize traffic congestion in public streets; (6) the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Village Board; and,

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

SECTION ONE: SPECIAL USE

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

Petitioner is granted a special use for the outdoor storage of materials related to a concrete business, conditioned upon its fulfillment of the items set forth in Section Two of this Ordinance.

SECTION TWO: CONDITIONS

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

- 1) The development of the site shall be in substantial conformance with **Exhibit B**, except with such deviations as are approved by Village staff in the finalization of the plans.
- 2) The use may not be expanded or changed, without prior Village approval pursuant to Section 14.09(1-9).
- 3) Said use is conditioned upon continued compliance with all Village ordinances and all regulations of the Village Zoning Ordinance, it being acknowledged that any additional special uses or variances requested by petitioner shall be reviewed separately and require additional action by the Village Board.
- 4) The petitioner, and owner of record of the property in question (and their heirs assigns, lessees, etc.), by applying for this special use, agrees to be bound by all the terms of this ordinance and waives any claims of vested rights, reliance or other defenses, of any type or character, to defend against a revocation of said special use based on any violation of the above provisions. The provisions of this special use shall be binding on the heirs, successors and/or assigns of the petitioner and/or owners of record of the parcel described in **Exhibit A** hereof.
- 5) This special use shall expire if not commenced by owners within one year of the date of passage of this ordinance.
- 6) That in the event that the use of the property for outdoor storage for materials related to a concrete business ceases active operation for a period of more than six months, said use will be conclusively deemed abandoned, and may not be reinstated or continued without prior Village approval pursuant to Section 14.09(1-9).

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

- 1) All outdoor storage activities shall occur on a paved surface.
- 2) The Petitioner shall submit a landscape plan for review and approval by the Director of Community Development or his or her designee.
- 3) The Petitioner shall submit a photometric plan for review and approval by the Director of Community Development or his or her designee.
- 4) All parking (number of spaces, drive aisles, accessible spaces, etc.) must comply with the requirements set forth in the Village's Zoning Ordinance.
- 5) Said outdoor storage yard shall be enclosed by an eight foot (8') privacy fence in accordance with the Village's Zoning Ordinance.
- 6) Upon approval of said plan, Petitioner shall install and maintain all landscaping and fencing in accordance with the Landscape Plan submitted with its application so as to ensure that the storage area is adequately buffered and screened from view.
- 7) That any materials stored in the aforementioned area be of no more than 10' in height, in accordance with the Village's Zoning Ordinance, so as to maintain the aesthetics of the area and ensure the landscaping provides adequate screening.
- 8) The Petitioner shall locate the outdoor storage bins a minimum of ten feet away from the location of the water main.
- 9) The Petitioner shall post the standard performance bond or letter of credit for the public improvements per Village Ordinance, and in addition shall post a cash bond for 110% of the cost of paving all parking spaces, drive aisles and outdoor storage areas. Any recycled asphalt product shall be used as subgrade and have impervious asphalt or concrete surface paved over the top of it.
- 10) All items raised in the November 3, 2016, correspondence between Engineering Enterprises, Inc. ("EEI") and the Village with regard to "Lot 7 – Bohr Industrial Park – Engineering Plans, Montgomery, Illinois" shall be addressed to the satisfaction of the Village. The November 3rd letter is attached as **Exhibit C**.

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

SECTION THREE: 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:

Penny Fitzpatrick,
Clerk of the Village of Montgomery

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

LIST OF EXHIBITS

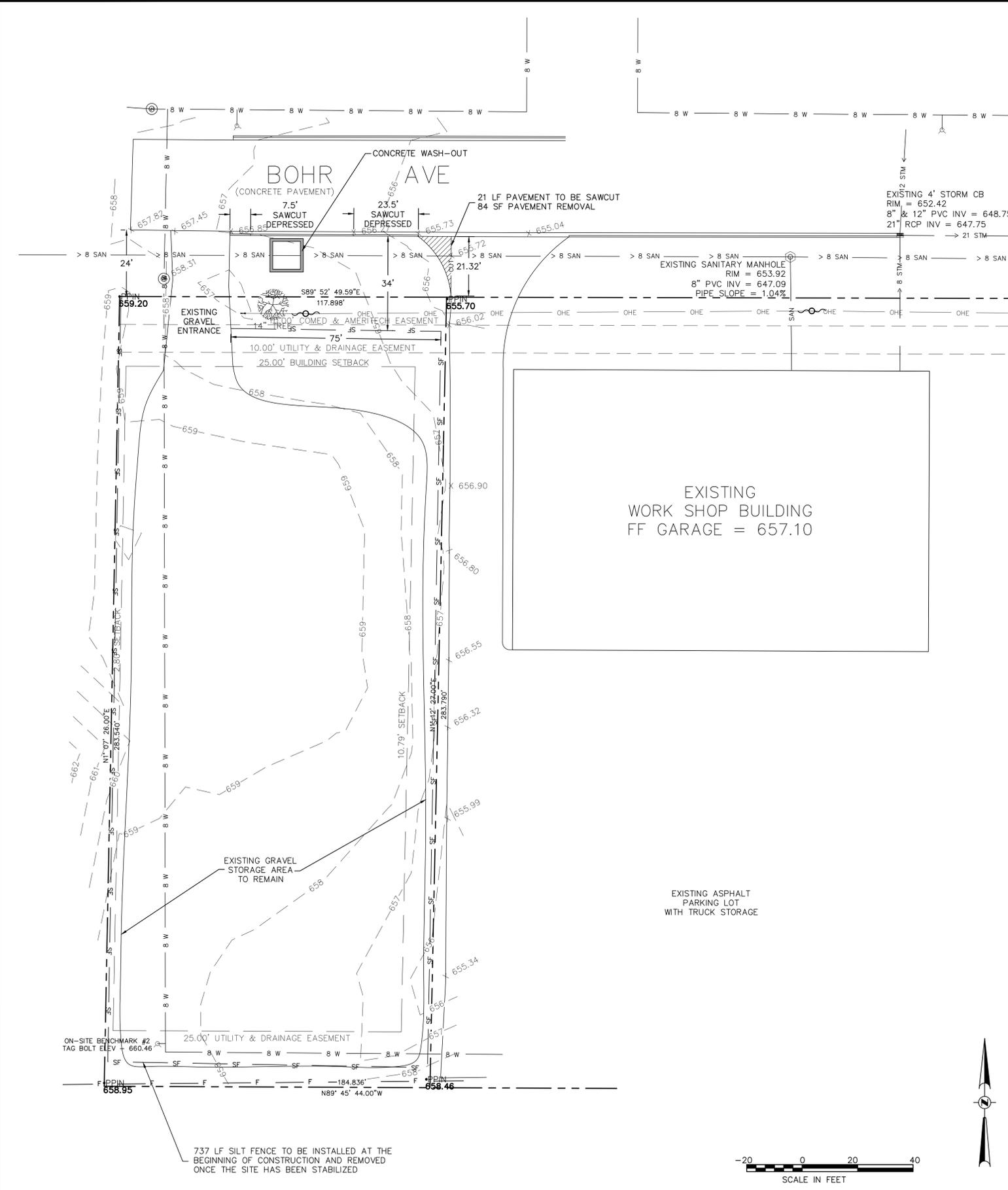
- EXHIBIT A:** Legal Description
EXHIBIT B: Site Plan
EXHIBIT C: Letter from Engineering Enterprises dated November 3, 2016.

EXHIBIT A

LEGAL DESCRIPTION

**BOHR INDUSTRIAL PARK LOT 7 LOT DIMENSIONS: 117.9 X 280 APPROX LOT SQ FT
33012 SUBDIVISION: Montgomery Business Park**

EXHIBIT B
SITE PLAN



GENERAL CONDITIONS

1. ALL EARTHWORK, ROADWAY WORK, DRAINAGE WORK OR STORM SEWER WORK SHALL BE PERFORMED UTILIZING MATERIALS AND METHODS IN STRICT ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.
2. ALL SANITARY SEWER AND WATER MAIN WORK SHALL BE PERFORMED USING METHODS AND MATERIALS IN STRICT ACCORDANCE WITH THE LATEST EDITION OF "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION, AS WELL AS THE STANDARD DETAIL SHEETS ATTACHED TO THESE PLANS. ALL MUNICIPAL, COUNTY, STATE AND FEDERAL REQUIREMENTS AND STANDARDS SHALL BE STRICTLY ADHERED TO IN WORK PERFORMED UNDER THIS CONTRACT.
3. ANY SPECIFICATIONS WHICH ARE SUPPLIED ALONG WITH THE PLANS SHALL TAKE PRECEDENCE IN THE CASE OF A CONFLICT WITH THE STANDARD SPECIFICATIONS NOTED IN ITEMS NO. 1 AND 2 ABOVE. THE ABOVE STANDARD SPECIFICATIONS & THE CONSTRUCTION PLANS ARE TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT.
4. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BEFORE DOING ANY WORK. OTHERWISE THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
5. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE GOVERNING MUNICIPALITY, OTHER APPLICABLE GOVERNMENTAL AGENCIES, AND THE OWNER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS, ALONG WITH ADEQUATE TRAFFIC CONTROL MEASURES. HE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER, AT NO ADDITIONAL COST TO THE OWNER.
7. THE UTILITY LOCATIONS AND DEPTHS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXACT FIELD LOCATION OF ALL UNDERGROUND UTILITIES IN THE PROXIMITY OF, AND ON, THE PROJECT SITE; IF THERE ARE ANY UTILITIES WHICH ARE NOT MEMBERS OF THE JULLIE SYSTEM, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR LOCATING THESE UTILITIES AND MAKE ARRANGEMENTS TO HAVE THESE UTILITIES FILED.
8. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THESE PLANS TO BE AVAILABLE TO THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITIES LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS AND EXPENSE TO ACCOMMODATE THE NEW CONSTRUCTION.
9. ALL FIELD TO BE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER OR DRAINAGE SYSTEM. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND PUT IN ACCEPTABLE OPERATIONAL CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ON-SITE DRAIN PIPE SHALL BE MAINTAINED BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
10. IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR FROM THIS SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.
11. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
12. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS (SERIES 1926) AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS OF THE WILLIAMS STEIGER OCCUPATIONAL HEALTH STATE SAFETY ACT OF 1970 (REVISED). THE CONTRACTOR, ENGINEERS, AND OWNER SHALL EACH BE RESPONSIBLE FOR HIS OWN RESPECTIVE AGENTS AND EMPLOYEES.
13. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND ALL GOVERNING AUTHORITIES, THEIR AGENTS SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY WITH RESPECT TO THE CONSTRUCTION, INSTALLATION AND TESTING OF THE WORK REQUIRED ON THIS PROJECT. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM THE WORK UNDER THIS CONTRACT IN A MANNER WHICH STRICTLY COMPLIES WITH ANY AND ALL PERTINENT LOCAL, STATE OR NATIONAL CONSTRUCTION AND SAFETY CODES; THE ENGINEER, OWNER, AND GOVERNING AUTHORITIES ARE NOT RESPONSIBLE FOR ENSURING COMPLIANCE BY THE CONTRACTOR WITH SAID CODES AND ASSUME NO LIABILITY FOR ACCIDENTS, INJURIES, OR DEATHS, OR CLAIMS RELATING THERETO WHICH MAY RESULT FROM LACK OF ADHERENCE TO SAID CODES.

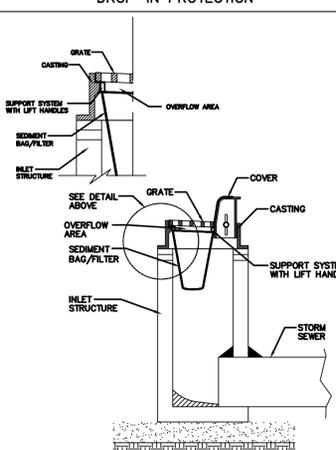
UNDERGROUND UTILITIES

1. ALL UTILITY TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PROPOSED OR EXISTING PAVEMENT, DRIVEWAYS, SIDEWALKS AND FOR A DISTANCE OF TWO FEET ON EITHER SIDE OF SAME, AND/OR WHEREVER ELSE SHOWN ON THE CONSTRUCTION PLANS SHALL BE BACKFILLED WITH SELECT GRANULAR MATERIAL (CA-6 OR CA-7) AND THOROUGHLY COMPACTED IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS.
2. UNLESS OTHERWISE INDICATED ON THE PLANS, STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CULVERT PIPE OF THE CLASS AS INDICATED ON THE PLANS, AND CONFORMING TO ASTM C-76. JOINTS SHALL TYPICALLY BE A "TROWEL APPLIED" BITUMINOUS MASTIC COMPOUND IN ACCORDANCE WITH ASTM C-76 (OR C-14 AS MAY BE APPLICABLE OR RUBBER "O"-RING GASKET JOINTS CONFORMING TO ASTM C-443). LOCATIONS WHERE THE STORM SEWER CROSSES WATERMANS AN "O"-RING JOINT IN ACCORDANCE WITH ASTM C-361 SHALL BE USED.
3. STORM SEWER MANHOLES SHALL BE PRECAST STRUCTURES, WITH THE DIAMETER DEPENDENT ON THE PIPE SIZE AND WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION STANDARDS). LIDS SHALL BE IMPRINTED "STORM SEWER".
4. THESE FRAME AND GRATES FOR STORM STRUCTURES SHALL BE USED UNLESS OTHERWISE INDICATED ON THE PLAN SET. USE NEENAH R-1712 OPEN LID (OR EQUAL) IN PAVEMENT AREAS, USE NEENAH R-1772-B OPEN OR CLOSED LID (OR EQUAL) IN GRASS AREAS, USE NEENAH R-3015 (OR EQUAL) FOR B6.12 CURB AREAS, AND NEENAH R-3509 (OR EQUAL) FOR DEPRESSED CURB AREAS.
5. STRUCTURES FOR SANITARY AND STORM SEWERS AND VALVE VAULTS FOR WATER SHALL BE IN ACCORDANCE WITH THESE IMPROVEMENT PLANS AND THE APPLICABLE STANDARD SPECIFICATIONS. WHERE GRANULAR TRENCH BACKFILL IS REQUIRED AROUND THESE STRUCTURES THE COST SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE STRUCTURE.
6. ALL STORM SEWERS AND WATERMANS SHALL HAVE COMPACTED CA-7 GRANULAR BEDDING, A MINIMUM OF 4" BELOW THE BOTTOM OF THE PIPE FOR THE FULL LENGTH. BEDDING SHALL EXTEND TO THE SPRING LINE OF THE PIPE. COST FOR THE BEDDING SHALL BE INCLUDED WITH THE UNIT PRICE BID FOR THE PIPE.
7. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING ANY EXCAVATION FOR THE INSTALLATION OF THE SEWER OR WATER SYSTEMS. ANY DEWATERING ENCOUNTERED SHALL BE INCIDENTAL TO THE RESPECTIVE UNDERGROUND UTILITY.
8. ALL STRUCTURES SHALL HAVE A MAXIMUM OF 8" OF ADJUSTING RINGS, UNLESS OTHERWISE NOTED.
9. ALL TOP FRAMES FOR STORM AND VALVE VAULT COVERS AND B-BOXES ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE UPON COMPLETION OF FINISHED GRADING AND FINAL INSPECTIONS. THIS ADJUSTMENT IS TO BE MADE BY THE UNDERGROUND CONTRACTOR AND THE COST IS TO BE INCIDENTAL. THE UNDERGROUND CONTRACTOR SHALL INSURE THAT ALL ROAD AND PAVEMENT INLETS OR STRUCTURES ARE AT FINISHED GRADE. ANY ADJUSTMENTS NECESSITATED BY THE CURB OR PAVING CONTRACTOR TO ACHIEVE FINAL RIM GRADE, RESULTING IN AN EXTRA FEET FOR ADJUSTMENT, WILL BE CHARGED TO THE UNDERGROUND CONTRACTOR.
10. ALL FLOOR DRAINS AND FLOOR DRAIN SUMP PUMPS SHALL DISCHARGE INTO THE SANITARY SEWER.
11. ALL DOWNSPOUTS, FOOTING DRAINS AND SUBSURFACE STORM WATER SHALL DISCHARGE INTO THE STORM SEWER OR ONTO THE GROUND AND BE DIRECTED TOWARDS A STORM SEWER STRUCTURE.
12. ANY ANTICIPATED COST OF SHEETING SHALL BE REFLECTED IN THE CONTRACT AMOUNTS. NO ADDITIONAL COST WILL BE ALLOWED FOR SHEETING OR BRACING.
13. THE CONTRACTOR SHALL INSTALL A 2"x4" POST ADJACENT TO THE TERMINUS OF THE SANITARY SERVICE, WATERMAIN SERVICE, SANITARY MANHOLES, STORM STRUCTURES, AND WATER VAULTS. THE POST SHALL EXTEND A MINIMUM OF 4 FT. ABOVE THE GROUND. SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY-GREEN, WATER-BLUE, AND STORM-RED.
14. IT SHALL BE THE RESPONSIBILITY OF THE UNDERGROUND CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

EARTHWORK

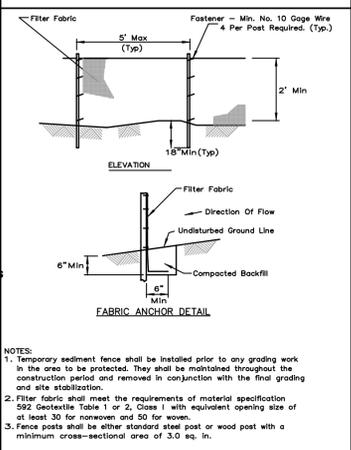
1. ALL EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH SECTION 200 OF THE I.D.O.T. SPECIFICATIONS.
2. THE CONTRACTOR SHALL PROTECT ALL PROPERTY PINS AND SURVEY MONUMENTS AND SHALL RESTORE ANY WHICH ARE DISTURBED BY HIS OPERATIONS AT NO ADDITIONAL COST TO THE CONTRACT.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND APPRISE HIMSELF OF ALL SITE CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS LUMP SUM FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED UNLESS ORDERED IN WRITING BY THE OWNER.
4. PRIOR TO ONSET OF MASS GRADING OPERATIONS THE EARTHWORK CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SOIL EROSION CONTROL SPECIFICATIONS. THE INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF SILT FENCING, ETC. TO PROTECT ADJACENT PROPERTY SHALL OCCUR BEFORE MASS GRADING BEGINS, AND ACCORDANCE WITH THE SOIL EROSION CONTROL CONSTRUCTION SCHEDULE.
5. THE GRADING OPERATIONS ARE TO BE CLOSELY SUPERVISED AND INSPECTED, PARTICULARLY DURING THE REMOVAL OF UNSUITABLE MATERIAL AND THE CONSTRUCTION OF EMBANKMENTS OR BUILDING PADS, BY THE SOILS ENGINEER OR HIS REPRESENTATIVE. ALL TESTING, INSPECTION AND SUPERVISION OF SOIL QUALITY, UNSUITABLE REMOVAL, AND ITS REPLACEMENT AND OTHER SOIL RELATED OPERATIONS SHALL BE ENTIRELY THE RESPONSIBILITY OF THE SOILS ENGINEER.
6. THE GRADING AND CONSTRUCTION OF THE SITE IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER. ALL AREAS ADJACENT TO THESE IMPROVEMENTS SHALL BE GRADED TO ALLOW POSITIVE DRAINAGE.
7. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED.
8. THE SELECTED STRUCTURAL FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES (6"); IF COMPACTED EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT A GREATER THICKNESS, THEN A GREATER THICKNESS MAY BE SPECIFIED. EACH LAYER SHALL BE THOROUGHLY MIXED DURING SPREADING TO INSURE UNIFORMITY.
9. EMBANKMENT MATERIAL WITHIN ROADWAY, PARKING LOT, AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY-FIVE PERCENT (95%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER.
10. EMBANKMENT MATERIAL (RANDOM FILL) WITHIN NON-STRUCTURAL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY PERCENT (90%) OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION D-157 (MODIFIED PROCTOR METHOD).
11. THE SUB GRADE FOR PROPOSED STREET AND PAVEMENT AREAS SHALL BE CONTROLLED BY THE CONTRACTOR AND ANY UNSTABLE AREAS ENCOUNTERED SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE SOILS ENGINEER.
12. SOIL BORING REPORTS, IF AVAILABLE, ARE SOLELY FOR THE INFORMATION AND GUIDANCE OF THE CONTRACTORS. THE OWNER AND ENGINEER MAKE NO REPRESENTATION OR WARRANTY REGARDING THE INFORMATION CONTAINED IN THE BORING LOGS. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AND SHALL PLAN HIS WORK ACCORDINGLY. ARRANGEMENTS TO ENTER THE PROPERTY DURING THE BIDDING PHASE MAY BE MADE UPON REQUEST OF THE OWNER. THERE WILL BE NO ADDITIONAL PAYMENT FOR EXPENSES INCURRED BY THE CONTRACTOR RESULTING FROM GROUND WATER CONDITIONS.
13. IT SHALL BE THE RESPONSIBILITY OF THE EXCAVATION CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

INLET PROTECTION - PAVED AREAS DROP-IN PROTECTION



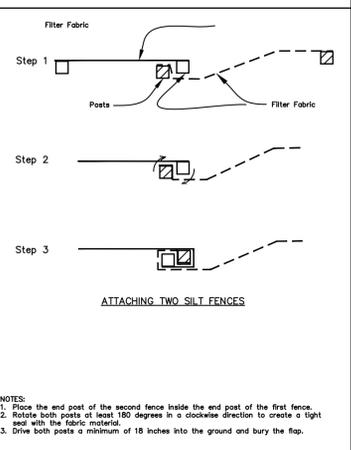
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SILT FENCE PLAN



Project	Date	Sheet	1 of 3
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SILT FENCE PLAN



Project	Date	Sheet	1 of 3
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PAVING & WALKS

1. WORK UNDER THIS SECTION SHALL INCLUDE FINAL SUBGRADE SHAPING AND PREPARATION; FORMING, JOINTING, PLACEMENT OF ROADWAY AND PAVEMENT BASE COURSE MATERIALS AND SUBSEQUENT BINDER AND/OR SURFACE COURSES; PLACEMENT, FINISHING AND CURING OF CONCRETE; FINAL CLEAN-UP; AND ALL RELATED WORK.
2. ALL PAVING AND SIDEWALK WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS (I.D.O.T.) AND PER LOCAL REGULATIONS.
3. SUBGRADE FOR PROPOSED PAVEMENT SHALL BE FINISHED BY THE EXCAVATION CONTRACTOR TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF THE PLAN ELEVATION. THE PAVING CONTRACTOR SHALL SATISFY HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED AND THAT THE FINISH TOP SUBGRADE ELEVATION HAS BEEN GRADED WITHIN TOLERANCES ALLOWED IN THESE SPECIFICATIONS. UNLESS THE PAVING CONTRACTOR ADVISES THE OWNER AND ENGINEER IN WRITING PRIOR TO FINE GRADING FOR BASE COURSE CONSTRUCTION, IT IS UNDERSTOOD THAT HE HAS APPROVED AND ACCEPTS THE RESPONSIBILITY FOR THE SUBGRADE. PRIOR TO PLACEMENT OF PAVEMENT BASE MATERIALS THE PAVING CONTRACTOR SHALL FINE GRADE THE SUBGRADE SO AS TO INSURE THE PROPER THICKNESS OF PAVEMENT COURSES. NO CLAIMS FOR EXCESS BASE MATERIALS DUE TO IMPROPER SUBGRADE PREPARATION WILL BE HONORED.
4. THE PROPOSED PAVEMENT SHALL CONSIST OF THE SUB-BASE COURSE, BITUMINOUS AGGREGATE BASE COURSE, BITUMINOUS BINDER COURSE, AND BITUMINOUS SURFACE COURSE, OF THE THICKNESS AND MATERIALS AS SPECIFIED ON THE CONSTRUCTION PLANS. PRIME COAT SHALL BE APPLIED TO THE SUB-BASE COURSE AT A RATE OF 0.5 GALLONS PER SQUARE YARD. UNLESS SHOWN AS A BID ITEM, PRIME COAT SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT. ALL PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", CURRENT EDITION.
5. AFTER THE INSTALLATION OF THE BASE COURSE, ALL TRAFFIC SHALL BE KEPT OFF THE BASE UNTIL THE BINDER COURSE IS LAID. AFTER INSTALLATION OF THE BINDER COURSE AND UPON INSPECTION BY GOVERNING AUTHORITY, THE PAVEMENT SHALL BE CLEANED, PRIMED AND THE SURFACE COURSE LAID. ALL DAMAGED AREAS IN THE BINDER, BASE OR CURB AND OUTER SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER PRIOR TO LAYING THE SURFACE COURSE. THE PAVING CONTRACTOR SHALL PROVIDE WHATEVER EQUIPMENT AND MANPOWER IS NECESSARY, INCLUDING THE USE OF POWER BROOMS TO PREPARE THE PAVEMENT FOR APPLICATION OF THE SURFACE COURSE. EQUIPMENT AND MANPOWER TO CLEAN PAVEMENT SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT. PRIME COAT ON THE BINDER COURSE SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT AND SHALL BE APPLIED TO THE BINDER AT A RATE OF 0.5 GALLONS PER SQUARE YARD.
6. CURING AND PROTECTION OF ALL EXPOSED CONCRETE SURFACES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
7. SIDEWALKS SHALL BE THE THICKNESS AND DIMENSIONS AS SHOWN IN THE CONSTRUCTION PLANS. ALL SIDEWALK CONCRETE SHALL DEVELOP A MINIMUM OF 3,500-PSI COMPRESSIVE STRENGTH AT 28 DAYS. CONTRACTION JOINTS SHALL BE SET AT 5' CENTERS, AND 3/4" PRE-MOLDED FIBER EXPANSION JOINTS SET AT 50' CENTERS AND WHERE THE SIDEWALK MEETS THE CURB, A BUILDING, OR ANOTHER SIDEWALK, OR AT THE END OF EACH POUR. ALL SIDEWALKS CONSTRUCTED OVER UTILITY TRENCHES SHALL BE REINFORCED WITH THREE NO. 5 REINFORCING BARS (10' MINIMUM LENGTH). ALL SIDEWALKS CROSSING DRIVEWAYS SHALL BE A MINIMUM OF 6" THICK AND REINFORCED WITH 6X6 #6 WELDED WIRE MESH. ALL SIDEWALKS SHALL BE BROOM FINISHED. IF A MANHOLE FRAME FALLS WITHIN THE LIMITS OF A SIDEWALK, A BOB-OUT SECTION SHALL BE PLACED AROUND THE MANHOLE FRAME WITH A 3/4" EXPANSION JOINT.
8. BACKFILLING ALONG PAVEMENT SHALL BE THE RESPONSIBILITY OF THE EARTHWORK CONTRACTOR.
9. IT SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIAL AND DEBRIS, WHICH RESULTS FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. TESTING OF THE SUB-BASE, BASE COURSE, BINDER COURSE, SURFACE COURSE AND CONCRETE WORK SHALL BE REQUIRED IN ACCORDANCE WITH THE "I.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" CURRENT EDITION, AND IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS OF THE GOVERNING MUNICIPALITY. A QUALIFIED TESTING FIRM SHALL BE EMPLOYED BY THE OWNER TO PERFORM THE REQUIRED TESTS.
11. PAINTED PAVEMENT MARKINGS AND SYMBOLS, OF THE TYPE AND COLOR AS NOTED ON THE CONSTRUCTION PLANS, SHALL BE INSTALLED IN ACCORDANCE WITH SECTION T-502 OF SAME SPECIFICATIONS.
12. PAINTED PAVEMENT MARKINGS AND SYMBOLS SHALL BE INSTALLED ONLY WHEN THE AMBIENT AIR TEMPERATURE IS 40 DEGREES FAHRENHEIT AND THE FORECAST CALLS FOR RISING TEMPERATURES.

TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A SANDWICH, IL 60548
PHONE: (815) 786-0195 TEBRUGGEENGINEERING.COM

NO.	DATE	NOTES

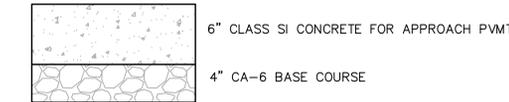
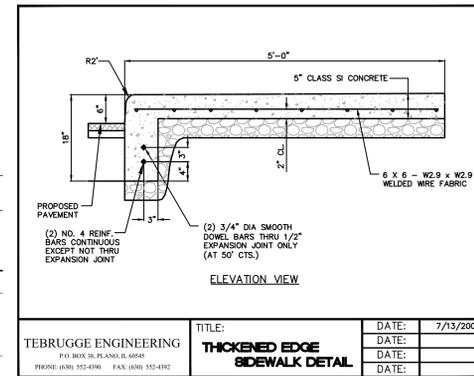
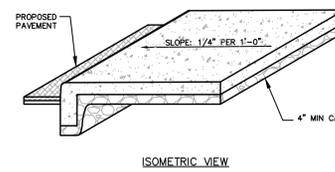
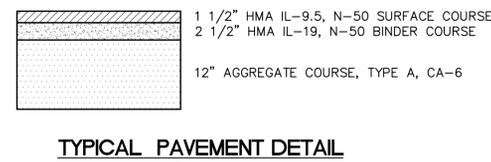
PREPARED FOR:
RUBEN HERNANDEZ
791 NORTH FARNSWORTH AVE AURORA, IL

LOT 7 - BOHR INDUSTRIAL PARK
CIVIL SITE PLAN

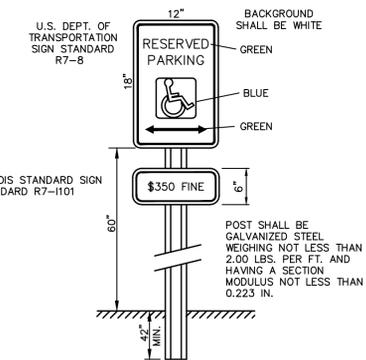
PROJECT NO. 16 352 02 SHEET NO. 2
SCALE: 1" = 20'
DATE: 9.1.16 OF 3 SHEETS

PROPOSED PARKING LOT
NUMBER OF STALLS PROVIDED
5 + 1 HANDICAP STALLS

6 TOTAL

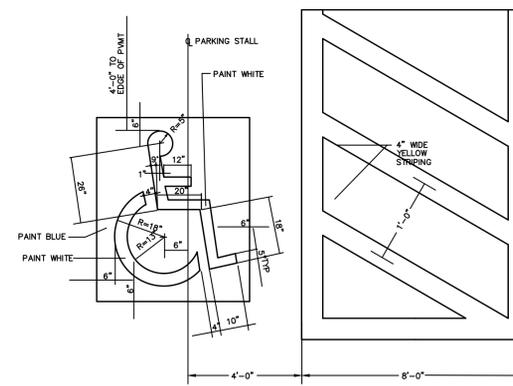


TYPICAL CONCRETE PAVEMENT DETAIL

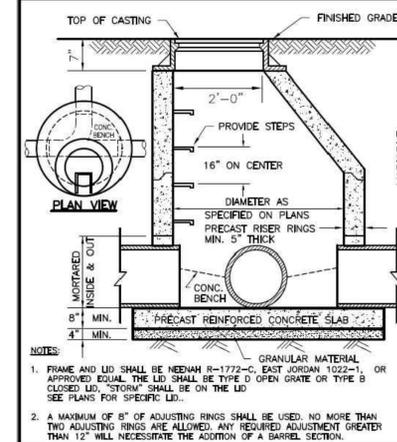


LOCATE SIGN AT EACH END OF HANDICAP PARKING AREA, 2 FT. FROM EDGE OF PAVEMENT

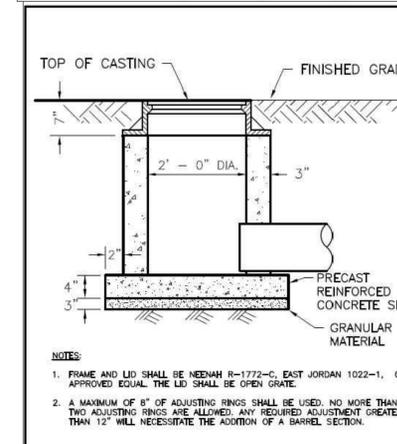
HANDICAP PARKING SIGN



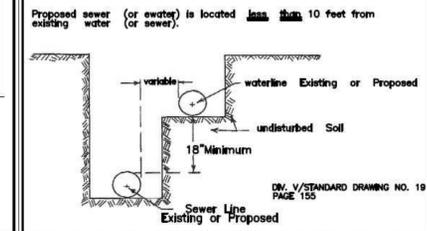
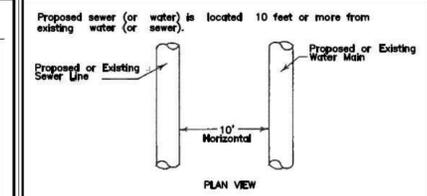
HANDICAPPED PARKING DETAIL



VILLAGE OF MONTGOMERY STORM MANHOLE TYPE A



VILLAGE OF MONTGOMERY INLET TYPE A



VILLAGE OF MONTGOMERY WATER AND SEWER SEPARATION REQUIREMENTS (HORIZONTAL)

R.O.W. & REMAINING GRASSED AREA: IDOT CLASS 1 SEEDING MIXTURE

PERMANENT SEEDING MIXTURE - 500 LBS./AC. KENTUCKY BLUEGRASS
300 LBS./AC. PERENNIAL RYEGRASS
200 LBS./AC. CREEPING RED FESCUE

TEMPORARY SEEDING MIXTURE - 150 LBS./AC. RYE OR WHEAT
100 LBS./AC. OATS

GRASSED WATERWAY AREA: CLASS 5 SEEDING MIXTURE

PERMANENT SEEDING MIXTURE - 150 LBS./AC. KENTUCKY BLUEGRASS
150 LBS./AC. SMOOTH BROME GRASS

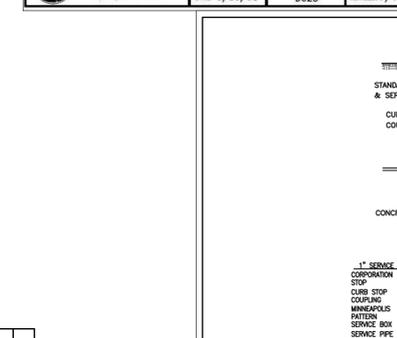
TEMPORARY SEEDING MIXTURE - 150 LBS./AC. RYE OR WHEAT
100 LBS./AC. OATS

SEEDING SCHEDULE	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
PERMANENT SEEDING MIXTURE NONIRRIGATED												
IRRIGATED												
DORMANT (DOUBLE RATE)												
TEMPORARY SEEDING MIXTURE RYE OR WHEAT												
OATS												

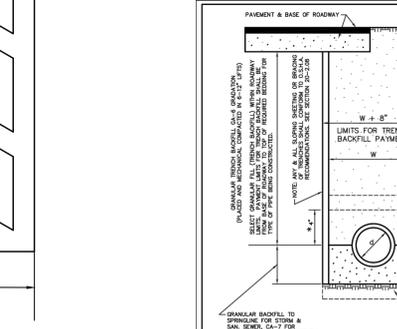
FERTILIZER MIXTURE FOR PROPOSED SEEDING AREAS

NITROGEN (N) 120 LBS./AC.
PHOSPHORUS (P) 52 LBS./AC. OR 120 LBS./AC. P₂O₅
POTASSIUM (K) 100 LBS./AC. OR 120 LBS./AC. K₂O

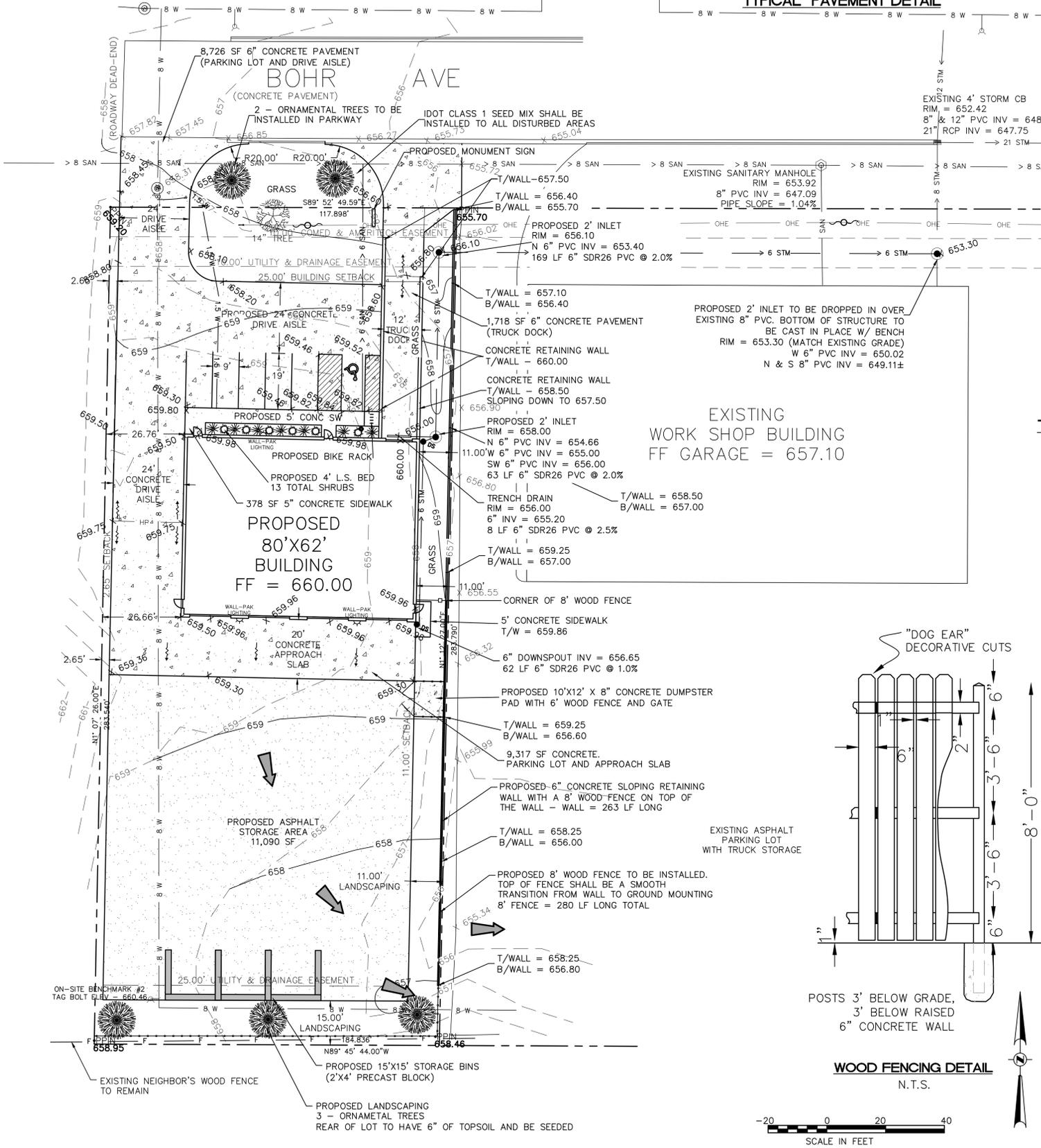
VILLAGE OF MONTGOMERY SEEDING INFORMATION AND SCHEDULE



VILLAGE OF MONTGOMERY TYPICAL SERVICE TAP AND CONNECTION



VILLAGE OF MONTGOMERY TYPICAL TRENCH DETAIL



TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A SANDWICH, ILL 60548
PHONE: (815) 786-0195

NO.	DATE	NOTES

PREPARED FOR:
RUBEN HERNANDEZ
791 NORTH FARNSWORTH AVE AURORA, IL

LOT 7 - BOHR INDUSTRIAL PARK
CIVIL SITE PLAN
PROJECT NO. 16 352 02
SCALE: 1" = 20'
DATE: 10.7.16
SHEET NO. 3 OF 3 SHEETS

EXHIBIT C

Letter from Engineering Enterprises dated November 3, 2016.



November 3, 2016

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

**Re: Lot 7 - Bohr Industrial Park – Engineering Plans
2nd Submittal
Montgomery, Illinois**

Dear Mr. Chipman,

We have reviewed the Engineering Plans (3 sheets), dated October 7, 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:

General Comments

1. A Stormwater Permit will need to be submitted for this project. The Stormwater Permit application and supporting calculations will need to be provided as applicable. Stormwater detention for this Lot has previously been provided for in the detention basin for the Bohr Industrial Park. However, the submittal must document the conveyance of the runoff from the site to the detention basin.
2. An estimate of probable cost needs to be provided for the project improvements. The estimate needs to include any improvements in the ROW, the stormwater and erosion control improvements, and the landscaping improvements. A letter of credit must be provided in the amount of 110% of the estimate before construction.
3. The project will require review and approval from the Fox Metro Water Reclamation District. The plans should be submitted to Fox Metro for Review and approval and the Village copied on the correspondence.

4. An easement must be provided for the existing water main on the west side of the Lot.
5. A Lighting and Photometric Plan should be provided.

Engineering Plans

6. The datum for the site benchmarks should be provided.
7. A curb ramp needs to be shown in the sidewalk near the handicap parking space and detail added to the plans.
8. A retaining wall is proposed with a maximum height of four feet. We defer to the building department regarding design and structural approval of the wall if required.
9. The spot elevations at the south end of the parking lot adjacent to the sidewalk are inconsistent with the detail showing the 6" curb with the sidewalk. The grading should be adjusted to reflect the construction detail or the detail modified. If there will not be a curb, then wheel stops would be required.
10. The length, slope, and material type should be indicated for the proposed sanitary sewer. The type of connection into the existing main should also be included.

The above items should be addressed and then Engineering Plans and supporting documentation should be resubmitted 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/TAM

Pc: PGW, EEI



**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: November 8, 2016

B of T Date: November 14, 2016

Subject: Ordinance 1745 Granting a Variance to the West Side Yard Setback Requirement for 1415 Bohr Avenue

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

Background/Policy Implications:

The attached ordinance is to grant a variance to the west side yard setback requirement for 1415 Bohr Avenue. The Zoning Board of Appeals voted to recommend the denial of the variance petition due to certain issues identified by staff in Zoning Board of Appeals Advisory Report ZBA 2016-030.

Following the hearing in front of the Zoning Board of Appeals, petitioner amended portions of its request and addressed many of these outstanding issues and revised plans were presented to the Village Board in October.

Please note that this item requires a 2/3 vote of the Village Board.

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. 1745

**AN ORDINANCE GRANTING A VARIANCE TO THE WEST SIDE YARD SETBACK REQUIREMENTS
FOR
1415 BOHR AVENUE,
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. 1745

**AN ORDINANCE GRANTING A VARIANCE TO THE WEST SIDE YARD SETBACK REQUIREMENTS
FOR
1415 BOHR AVENUE,
VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS**

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

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

WHEREAS, the land described in **Exhibit A** of this ordinance is within the boundaries of the Village of Montgomery and presently zoned (M-2) General Manufacturing District, and is sought by the petitioner to be granted a variance from the west side yard variance setback limits; and,

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

WHEREAS, the Zoning Board of Appeals recommended to the Village Board of Trustees the denial of said application based on certain identified deficiencies, however, the Village Board now finds by a 2/3 vote of the trustees that the deficiencies identified by the Zoning Board of Appeals have since been addressed; and,

WHEREAS, the Village Board has adopted the following findings of fact as attributed to the petitioner in Zoning Board of Appeals Advisory Report ZBA 2016-030: (1) the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by regulations governing the district in which it is located; (2) that the plight of the owner is due to unique circumstances; (3) that the variation, if granted, will not alter the essential character of the locality; (4) that the particular physical surroundings, shape, or topographical conditions of the specific property involved will bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulations were to be carried out; (5) that the conditions upon which the application for variation is based would not be applicable generally to other property within the same zoning classification; (6) that the need or purpose of the variation is not based exclusively upon a desire to make more money out of the property; (7) that the granting of the variation will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located; and (8) that the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety or substantially diminish or impair property values in the neighborhood.

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: WEST SIDE YARD VARIANCE

That the property legally described on the attached **Exhibit A** (hereby incorporated by reference) is granted a variance from Section 11.02 of the Village's Zoning Ordinance as follows:

Petitioner is granted a variance to encroach eight (8) feet into the side yard setback on the west side of the property as shown on the site plan in **Exhibit B**.

SECTION TWO: CONDITIONS

The variance is granted upon the following conditions and restrictions pursuant to Sections 14.08(1-9) of the Village of Montgomery Zoning Ordinance:

- 1) That this variance is limited to the proposed site and may not be expanded or changed from the site as proposed, without prior Village approval.
- 2) The petitioner, and owner of record of the property in question (and their heirs, assigns, lessees, etc.) by applying for this variance, agree to be bound by all the terms of this ordinance and waive any claims of vested rights, reliance, or other defenses, of any type or character, to defend against a revocation of said variance based on any violation of the above provisions. The provisions of this variance shall be binding on the heirs, successors, and/or assigns of the petitioners and/or owners of record of the parcel described in **Exhibit A** hereof.
- 3) The Village President, Village Clerk, and staff are authorized to execute any such additional documents as are necessary to document this grant of variance for said property.

SECTION THREE: 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:

Penny Fitzpatrick,
Clerk of the Village of Montgomery

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

LIST OF EXHIBITS

EXHIBIT A: **Legal Description**
EXHIBIT B: **Site Plan**

EXHIBIT A

LEGAL DESCRIPTION

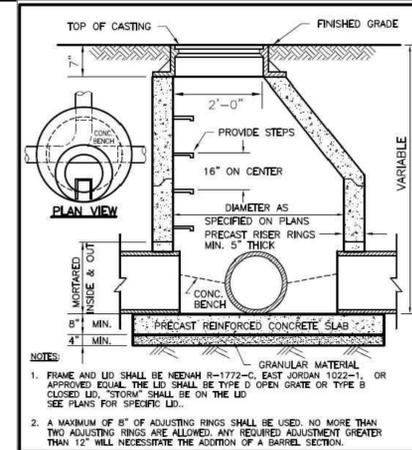
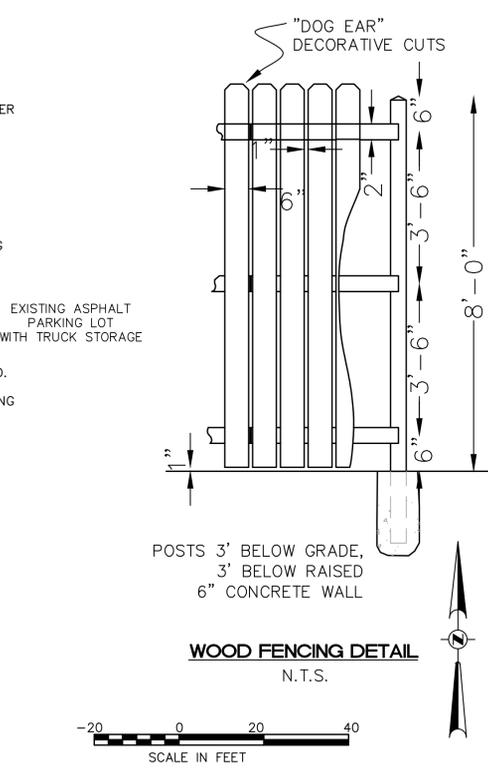
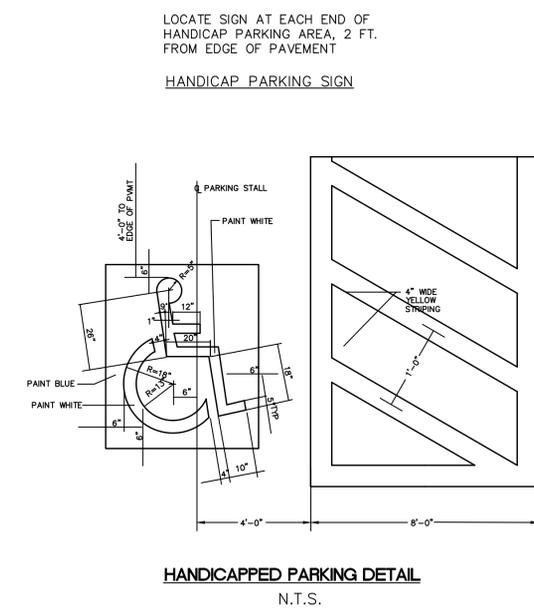
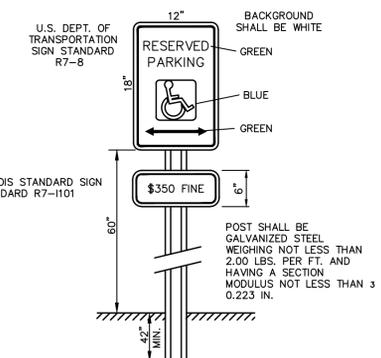
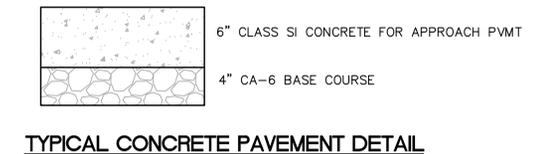
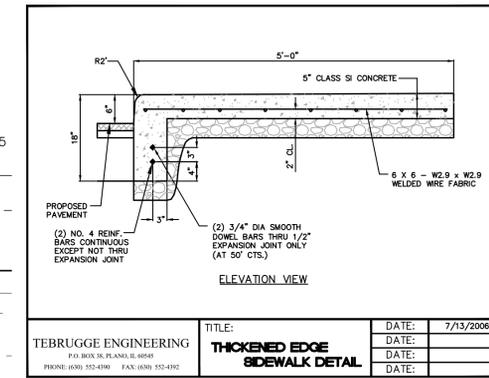
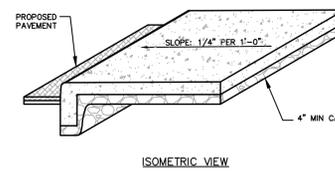
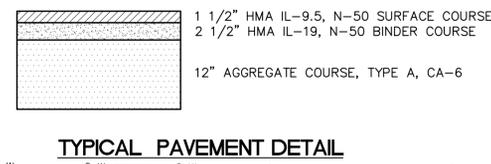
**BOHR INDUSTRIAL PARK LOT 7 LOT DIMENSIONS: 117.9 X 280 APPROX LOT SQ FT
33012 SUBDIVISION: Montgomery Business Park**

EXHIBIT B

SITE PLAN

PROPOSED PARKING LOT
NUMBER OF STALLS PROVIDED
5 + 1 HANDICAP STALLS

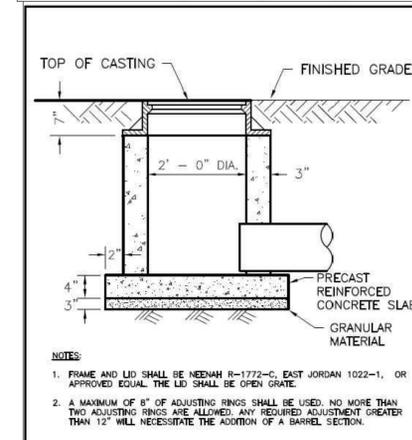
6 TOTAL



VILLAGE OF MONTGOMERY
891 KNEEL ROAD
MONTGOMERY, IL 60538
(630) 896-9241

SCALE: N.T.S.
DATE: 11/28/95

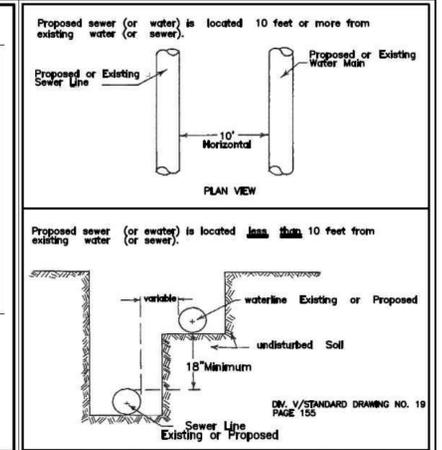
DETAIL NUMBER: WMT E (DETAILS) D030
DRAWN: J.P.S.
REVISION: 7/14/05



VILLAGE OF MONTGOMERY
891 KNEEL ROAD
MONTGOMERY, IL 60538
(630) 896-9241

SCALE: N.T.S.
DATE: 3/30/95

DETAIL NUMBER: WMT E (DETAILS) D025
DRAWN: J.P.S.
REVISION: 7/14/05



VILLAGE OF MONTGOMERY
891 KNEEL ROAD
MONTGOMERY, IL 60538
(630) 896-9241

SCALE: N.T.S.
DATE: 02/19/10

DETAIL NUMBER: WMT E (DETAILS) D054
DRAWN: CLN.
REVISION: 04/12/05

R.O.W. & REMAINING GRASSED AREA: IDOT CLASS 1 SEEDING MIXTURE

PERMANENT SEEDING MIXTURE - 500 LBS./AC. KENTUCKY BLUEGRASS
300 LBS./AC. PERENNIAL RYEGRASS
200 LBS./AC. CREEPING RED FESCUE

TEMPORARY SEEDING MIXTURE - 150 LBS./AC. RYE OR WHEAT
100 LBS./AC. OATS

GRASSED WATERWAY AREA: CLASS 5 SEEDING MIXTURE

PERMANENT SEEDING MIXTURE - 150 LBS./AC. KENTUCKY BLUEGRASS
150 LBS./AC. SMOOTH BROME GRASS

TEMPORARY SEEDING MIXTURE - 150 LBS./AC. RYE OR WHEAT
100 LBS./AC. OATS

SEEDING SCHEDULE	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
PERMANENT SEEDING MIXTURE NONIRRIGATED												
IRRIGATED												
DORMANT (DOUBLE RATE)												
TEMPORARY SEEDING MIXTURE RYE OR WHEAT												
OATS												

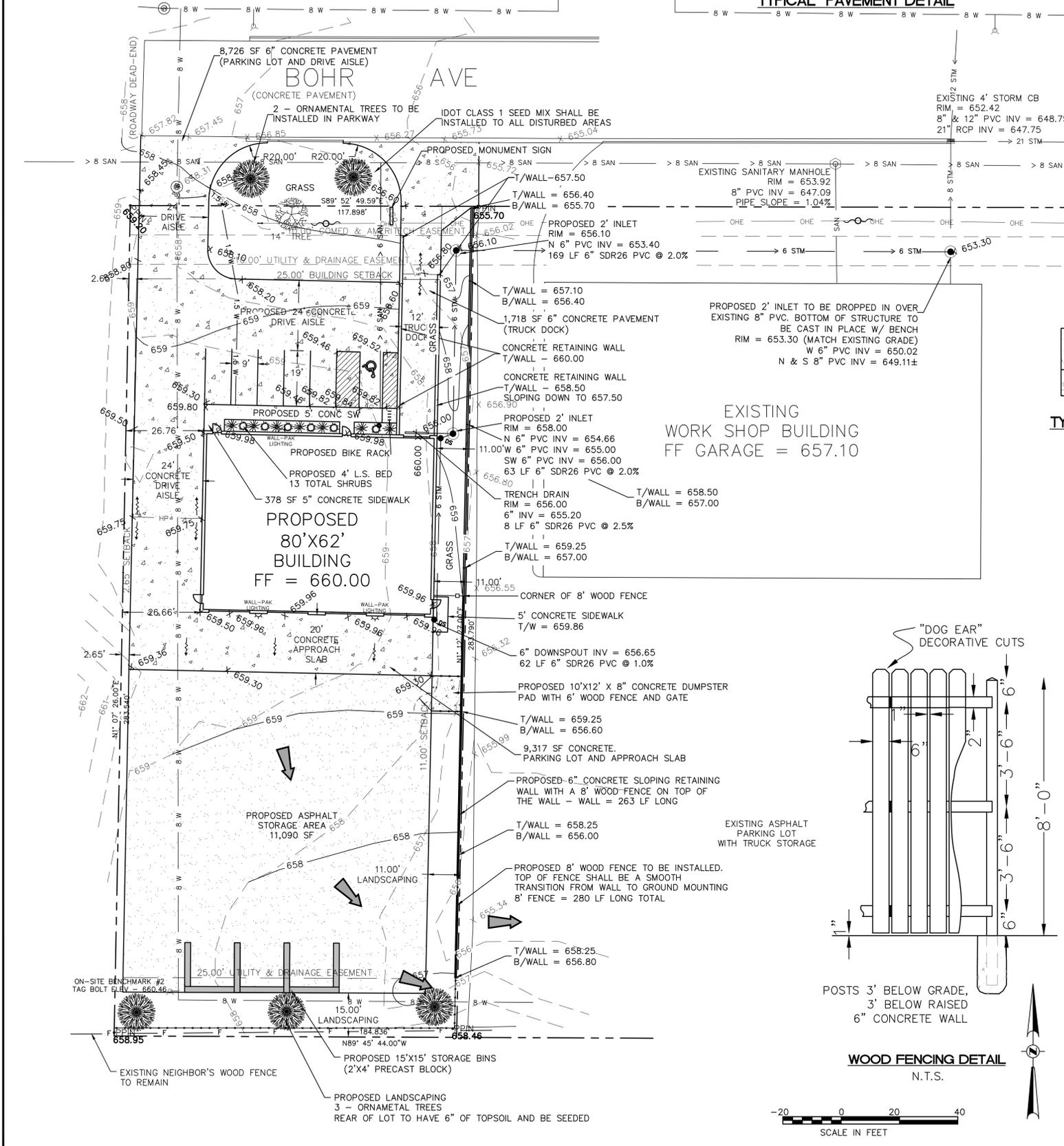
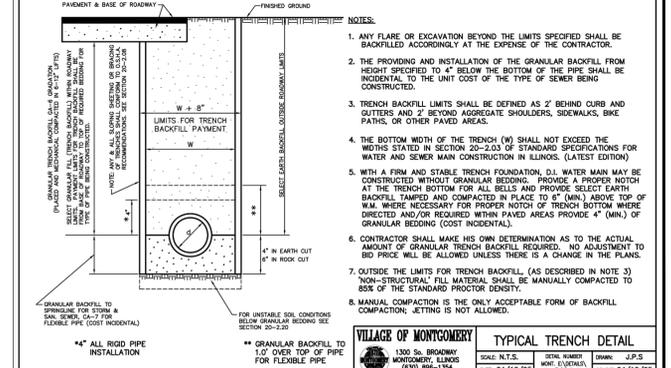
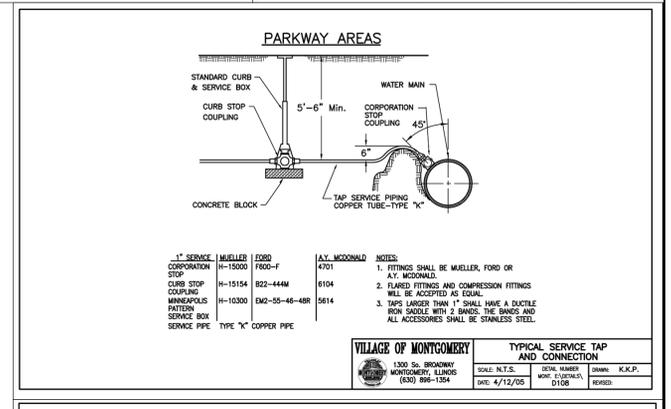
FERTILIZER MIXTURE FOR PROPOSED SEEDING AREAS

NITROGEN (N) 120 LBS./AC.
PHOSPHORUS (P) 52 LBS./AC. OR 120 LBS./AC. P₂O₅
POTASSIUM (K) 100 LBS./AC. OR 120 LBS./AC. K₂O

VILLAGE OF MONTGOMERY
891 KNEEL ROAD
MONTGOMERY, IL 60538
(630) 896-9241

SCALE: N.T.S.
DATE: 2/14/90

DETAIL NUMBER: WMT E (DETAILS) D045
DRAWN: J.P.S.
REVISION: 4/08/02



TEBRUGGE ENGINEERING
410 E. CHURCH STREET - SUITE A SANDWICH, IL 60548
PHONE: (815) 786-0195

NO.	DATE	NOTES

PREPARED FOR:
RUBEN HERNANDEZ
791 NORTH FARNSWORTH AVE AURORA, IL

LOT 7 - BOHR INDUSTRIAL PARK
CIVIL SITE PLAN

PROJECT NO. 16 352 02
SCALE: 1" = 20'
DATE: 10.7.16

SHEET NO. 3
OF 3 SHEETS



**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: November 9, 2016

B of T Date: November 14, 2016

Subject: Ordinance 1757 Amending Chapter 12 of the Montgomery Code of Ordinances Regarding the Section Titled "Unlawful to Burn Any Prohibited Materials"

Submitted By: Jerad Chipman AICP, Senior Planner

Background/Policy Implications:

The proposed ordinance would amend Chapter 12, Section 12-27 (Unlawful to Burn Any Prohibited Materials) of the Montgomery Code of Ordinances. The amendment restricts the materials that are allowed to be burned in the Village, the size of the fire and the zoning district that burning would be allowed in.

Describe Fiscal Impact/Budget Account Number and Cost:

Review:

Village Administrator Jeff Zoepfel

Date: 11/9/2016

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



VILLAGE OF MONTGOMERY

ORDINANCE NO. 1757

**AN ORDINANCE AMENDING THE VILLAGE OF MONTGOMERY
VILLAGE CODE, CHAPTER 12, SECTION 12-27 (UNLAWFUL TO BURN ANY PROHIBITED
MATERIAL)
OF THE VILLAGE OF MONTGOMERY, 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. 1757

**AN ORDINANCE AMENDING THE VILLAGE OF MONTGOMERY
VILLAGE CODE, CHAPTER 12 (OFFENSES- MISCELLANEOUS), SECTIONS 12-27 (UNLAWFUL TO
BURN ANY PROHIBITED MATERIAL)
OF THE VILLAGE OF MONTGOMERY, 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 (“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, pursuant to said powers, the Village’s Board of Trustees has enacted an ordinance regulating the burning of certain materials within the Village; and,

WHEREAS, the Village’s Board of Trustees finds that it is in the best interests of the Village’s residents to update and amend the Village of Montgomery Village Code, Chapter 12, Section 12-27, as it pertains to the burning of certain materials.

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

SECTION ONE:

Chapter 12, Section 27, is hereby amended to read as follows:

Sec. 12-27. – Unlawful to burn any prohibited material.

(a) It shall be unlawful to burn leaves, paper, treated building materials, cardboard, grass, rags, garbage, garden trash and/or any other similar materials within the corporate limits of the village.

(b) The open burning of tree limbs, twigs, or non-treated wood burning materials for domestic fireplaces, camp fires (which shall not exceed 3’x3’x3’), and cooking, shall be allowed only in areas zoned as residential districts. Open burning shall not be allowed in areas zoned as business districts or manufacturing districts.

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:

Penny FitzPatrick
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	___	___	___	___



RESOLUTION NO. 2016-014

**A Resolution
Authorizing a Stationary Food Vendor License
by the Village of Montgomery, Kane and Kendall Counties, Illinois**

WHEREAS, the Village of Montgomery has the authority to protect the health, safety, and wellbeing of its residents through the licensing of stationary food vendors in the Village Limits; and

WHEREAS, the Village currently does not have any Stationary Food Vendor Licenses available; and

WHEREAS, the Village has the authority to increase the number of Stationary Food Vendor Licenses;

NOW, THEREFORE, BE IT RESOLVED by the Village President and the Board of Trustees of the Village of Montgomery as follows: the Village increases the number of Stationary Food Vendor Licenses by one (1) to a total of three (3). Those vendors are to be located at the following locations:

Nate’s Dogz 1300 S. Broadway Ave. ((Genesis Community Church’s parking lot) (Approved by Resolution 2012-011))

Pigs-N-Heat 1550 Douglas Road ((Home Pantry and Liquor’s parking lot) (site location map attached))

Primos Tacos 602 Montgomery Road (Montgomery Super Wash’s parking lot) (site location map attached))

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

President of the Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois

AYES: _____
NAYS: _____
ABSENT: _____

ATTEST: _____
Clerk, Village of Montgomery

November 04, 2016

To Whom It May Concern:

Firstly I want to thank you for the opportunity to apply for this permit and taking your time to take my application, the reason why I want to open a business in the City of Montgomery as a small business owner, I want to grow my business and I think Montgomery is a really good City with good potential for my type of business, I hope you give me the opportunity to grow as a business owner by allowing me the opportunity to open my establishment there.

Your attention to this matter is much appreciated.

Thanks

A handwritten signature in cursive script that reads "Carlos Martinez". The signature is written in black ink and is positioned to the right of the word "Thanks".

Carlos Martinez

Stationary Food Vendor Permit Application



Vendor Information

Address/Location of Vendor Operation: 602 Montgomery rd
Applicant/Vendor Name: Carlos Martinez Primos Tacos mobile
Applicant/Vendor Address: 914 N Highland Ave Anversa IL 60506
Applicant/Vendor Phone Number: 630-870-0156
Applicant/Vendor Fax Number: _____
Applicant/Vendor Email Address: primostac2@hotmail.com

Property Owner Consent

Property Owner Name: RALPH PORTER
Property Owner Phone Number: 630.263.6422
Property Owner Signature: RA PORTER

Please submit the following along with the application

1. A Letter of Intent if a permit is not available (contact the Community Development Department to verify if a permit is available per separate resolution by the Village Board at 630-896-8080 x 1224).
 2. Health Department Permit.
 3. Valid Vehicle Registration.
 4. Valid Driver's License.
 5. Proof of Vehicle Liability Insurance.
 6. A Site Plan showing the vending location on the property.
-

Staff Use Only

1. Is a permit available? Yes _____ No _____ (A Letter of Intent is required and Board Approval).
2. The Property is Zoned _____.

Permit Conditions

A copy of the permit conditions must be kept with the Vendor at all times

Permit Number: 2010-_____

Date Issued: / / (Permit expires one year from this date but may be renewed each year for \$100 renewal fee and owner consent)

1. The operator shall take the proper action to ensure that all sales tax generated by the Stationary Food Vendor in the Village, returns to the Village in accordance with all state laws and requirements.
2. The vendor shall not block driveways, access lanes, fire lanes, or required parking spaces.
3. This permit is not transferable.
4. The permit form must be placed in the front window (or other forward portion of said vehicle if no window exists) of the vehicle during operating hours.
5. Vendor operation is prohibited between the hours of 11:00 p.m. and 6:00 a.m.
6. No Stationary Food Vendor shall operate within fifty (50) feet of a single-family or multi-family residential parcel. In this context, single-family and multi-family uses shall not include a residence that is part of a business or mixed-use structure.
7. All Stationary Food Vendors must park on a concrete or asphalt surface.
8. No Stationary Food Vendor shall be allowed to sell or serve food on any public streets, sidewalks, or other public right-of-way, or in any way obstruct traffic.
9. All Stationary Food Vendors shall provide a trash receptacle with a self-closing lid near the front of the vending counter for use by patrons. The area around the vending unit shall be kept clean and free from litter, garbage, and debris.
10. All Stationary Food Vendors shall remove the vehicle and all of the equipment daily from the property.
11. A Stationary Food Vendor may utilize outside seating consisting of a portable table with a maximum seating capacity of four.
12. No more than one Stationary Food Vendor per individual parcel of land shall be allowed.
13. Signage shall be contained to the surface of the vehicle and shall abide by the sign ordinance's requirements for prohibited signs.
14. Vendors seeking to offer sales as described herein from any other temporary structure (other than a vehicle described herein) are prohibited.
15. Sales other than food and beverage items are prohibited.
16. Sales of Alcohol are prohibited.

Property Owner Consent: Randy Porter MPae Date: 10/24/16

By signing the Applicant/Vendor has read, understands and agrees to abide by the conditions herein.

Applicant/Vendor Signature: Carlos Martinez Date: 10/28/16

Approved By: _____ Date: _____
(Community Development Official)

Permit Fee: \$100

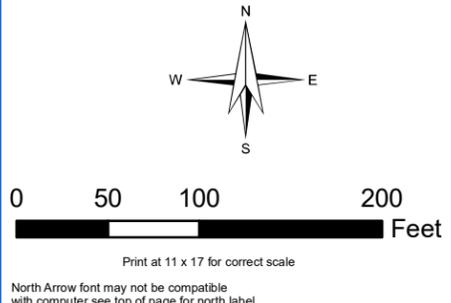
This permit is not valid unless signed by the Applicant/Vendor, approved by the Community Development Official and the entire fee received by the cashier.

Cashier's Acknowledgement of Fees Paid: \$100⁰⁰ CW Date: 11/8/16



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, GIS User Community

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



Stationary Food Vendor Primos Tacos At 602 Montgomery Road (Montgomery Super Wash)

- 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
- November 9, 2016
- 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: November 10, 2016

B of T Date: November 14, 2016

Subject: Change Order for Boulder Hill Water Main Project Contract C

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

Background/Policy Implications:

The Boulder Hill Water Main Construction projects are now completed. Staff is requesting approval of a change order for Contract C which is a contract reduction of \$154,513.90.

Attached is a general project cost summary for Contracts A, B, and C. Also attached is the supporting documentation for Contract C Change Order No. I.

Describe Fiscal Impact/Budget Account Number and Cost:

None, Project Savings will be passed onto the Boulder Hill Water Customers

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.

BOULDER HILL WATER MAIN CONSTRUCTION CONTRACTS A, B, & C

PROJECT COST SUMMARY

CONTRACT	AWARDED	FINAL	SAVINGS
A	\$2,815,984.20	\$2,452,766.30	\$363,217.90
B	\$2,496,103.30	\$2,459,349.60	\$36,753.70
C	\$868,809.90	\$714,296.00	\$154,513.90
Engineering	\$1,465,369.00	\$1,406,951.06	\$58,417.94
TOTAL	\$7,646,266.40	\$7,033,362.96	\$612,903.44

CHANGE ORDER

Order No. 1

Date: October 10, 2016

Agreement Date: August 6, 2015

NAME OF PROJECT: Boulder Hill Water Main Improvements - Contract C

OWNER: Village of Montgomery

CONTRACTOR: S & K Excavating & Trucking, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1) See Attached

Change of CONTRACT PRICE:

Original CONTRACT PRICE:	<u>\$868,809.90</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S)	<u>\$868,809.90</u>
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased)	
by:	<u>\$(154,513.90)</u>
The new CONTRACT PRICE including this CHANGE ORDER will be	<u>\$714,296.00</u>

Change to CONTRACT TIME:

The CONTRACT TIME will be (~~increased~~) (~~decreased~~) by 322 calendar days.

The date for completion of all work will be October 17, 2016.

Justification:

Contract Items

- 1. All items associated with the Base Bid, Alternate 1 and Altnerante 2 are additions and deductions based on as-built field quantities.

Misc. Extras and Credits

- 1. D.I. fitting for fire hydrant removal and replacement at Clay Court. Existing tee was replaced with new tee.
- 2. Cut-in gate valve installed on Boulder Hill Pass per direction of Village.

3. PCC driveway credit is for missing fiber additive.
4. Spigot repair credit to the Village (22 Pickford).
5. Additional scope of work added to the project in the form of b-box repairs/replacements. Also, resolving minor restoration issues that arose after Contract A and B closeout. See separate attachments for detailed breakdown.

Approvals Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _____ S & K Excavating & Trucking, Inc.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ The Village of Montgomery

CHANGE ORDER NO. 1
BOULDER HILL WATER MAIN IMPROVEMENTS CONTRACT C
VILLAGE OF MONTGOMERY

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
BASE BID (PICKFORD AND KNOLLWOOD)								
1	TREE REMOVAL, 6-15 UNIT DIAMETER	UNIT	22	\$ 33.60	0.6	\$ 20.16		\$ -
2	TREE REMOVAL, OVER 15 UNIT DIAMETER	UNIT	526	\$ 44.10	22	\$ 970.20		\$ -
3	TREE ROOT PRUNING	EACH	26	\$ 102.00			3	\$ 306.00
4	CONNECTION TO EXISTING 6-INCH WATER MAIN	EACH	3	\$ 3,000.00			1	\$ 3,000.00
5	CONNECTION TO EXISTING 8-INCH WATER MAIN	EACH	4	\$ 3,000.00	1	\$ 3,000.00		\$ -
6	WATER MAIN, 8-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	2634	\$ 60.00	20	\$ 1,200.00		\$ -
7	GATE VALVE & VALVE VAULT, 8-INCH (RESILIENT SEAT) IN 48-INCH VAULT	EACH	6	\$ 3,500.00			1	\$ 3,500.00
8	FIRE HYDRANT ASSEMBLY, 6-INCH M.J. SHORT	EACH	9	\$ 4,850.00			1	\$ 4,850.00
9	DUCTILE IRON FITTINGS	LB	3081	\$ 7.00			1546	\$ 10,822.00
10	WATER MAIN PROTECTION, PVC C-900, 12-INCH	LF	108	\$ 35.00			88	\$ 3,080.00
11	WATER MAIN INSULATION	LF	64	\$ 30.00			16	\$ 480.00
12	SANITARY SEWER REMOVAL AND REPLACEMENT	LF	10	\$ 40.00			10	\$ 400.00
13	STORM SEWER REMOVAL AND REPLACEMENT	LF	10	\$ 60.00			10	\$ 600.00
14	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	100	\$ 40.00			100	\$ 4,000.00
15	FOUNDATION MATERIAL	CY	50	\$ 51.00			50	\$ 2,550.00
16	EXPLORATORY EXCAVATION TO LOCATE SANITARY SEWER SERVICES	EACH	23	\$ 300.00			1	\$ 300.00
17	EXPLORATORY EXCAVATION TO LOCATE EXISTING STORM SEWER	EACH	3	\$ 300.00			1	\$ 300.00
18	WATER SERVICE CONNECTION, 1-INCH	EACH	48	\$ 750.00				\$ -
19	WATER SERVICE PIPE, 1-INCH TYPE K COPPER	LF	1536	\$ 40.00			176	\$ 7,040.00
20	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	10	\$ 350.00			10	\$ 3,500.00
21	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	7	\$ 2,250.00			1	\$ 2,250.00
22	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 2,000.00				\$ -
23	HOT-MIX ASPHALT PAVEMENT REMOVAL	SY	772	\$ 8.50	226	\$ 1,921.00		\$ -
24	HOT-MIX ASPHALT PAVEMENT, 4-INCH, WITH 12-INCH AGGREGATE BASE	SY	772	\$ 62.00	226	\$ 14,012.00		\$ -
25	TEMPORARY PAVEMENT PATCH, 1.5-INCH	SY	124	\$ 12.10			68	\$ 822.80
26	DRIVEWAY PAVEMENT REMOVAL	SY	570	\$ 6.00			70.6	\$ 423.60
27	HMA DRIVEWAY PAVEMENT, NS0, 2-INCH, WITH 8-INCH AGGREGATE BASE	SY	57	\$ 35.00	8.5	\$ 297.50		\$ -
28	PORTLAND CEMENT CONCRETE DRIVEWAY, 6-INCH, WITH 4-INCH AGGREGATE BASE	SY	513	\$ 79.00			79.1	\$ 6,248.90
29	CONCRETE CURB AND GUTTER REMOVAL	LF	1360	\$ 3.00			657.9	\$ 1,973.70
30	COMBINATION CONCRETE CURB AND GUTTER	LF	1360	\$ 31.00			657.9	\$ 20,394.90
31	SIDEWALK REMOVAL	SF	10962	\$ 0.70			6039.6	\$ 4,227.72
32	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SF	10962	\$ 7.30			6039.6	\$ 44,089.08
33	TEMPORARY 2" FLUSHING WHIP WITH VALVE BOX	EACH	2	\$ 1,600.00				\$ -
34	VALVE VAULT TO BE ABANDONED	EACH	1	\$ 500.00				\$ -
35	VALVE VAULT TO BE ABANDONED AND VALVE SALVAGED	EACH	4	\$ 800.00				\$ -
36	VALVE BOX TO BE ABANDONED	EACH	1	\$ 200.00				\$ -
37	FIRE HYDRANT REMOVAL	EACH	5	\$ 800.00				\$ -
38	LAMP POST REMOVAL AND REPLACEMENT - ELECTRIC	EACH	2	\$ 500.00			2	\$ 1,000.00
39	SIGN TO BE REMOVED AND RESET	EACH	5	\$ 100.00			4	\$ 400.00
40	INLET FILTER	EACH	20	\$ 100.00			9	\$ 900.00
41	DUST CONTROL - MECHANICAL SWEEPING	CAL DAY	10	\$ 250.00			8	\$ 2,000.00
42	REPLACEMENT TREE, 2.5" CALIPER (MIN.), BALLED AND BURLAPPED	EACH	23	\$ 404.00			4	\$ 1,616.00

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
43	RESTORATION	SY	4471	\$ 2.10		\$ -	1315	\$ 2,761.50
44	TEMPORARY EROSION CONTROL SEEDING	LB	232	\$ 5.25		\$ -	232	\$ 1,218.00
45	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 18,000.00		\$ -		\$ -
46	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	20000	\$ 1.00		\$ -	18400	\$ 18,400.00
ALTERNATE 1 (SCARSDALE COURT)								
1	CONNECTION TO EXISTING 6-INCH WATER MAIN	EACH	2	\$ 3,000.00		\$ -		\$ -
2	WATER MAIN, 8-INCH D.I.P. CLASS 52, WITH POLYETHYLENE WRAP	LF	342	\$ 60.00		\$ -	28	\$ 1,680.00
3	GATE VALVE & VALVE VAULT, 8-INCH (RESILIENT SEAT) IN 48-INCH VAULT	EACH	2	\$ 3,500.00		\$ -		\$ -
4	FIRE HYDRANT ASSEMBLY, 6-INCH M.J. LONG	EACH	1	\$ 4,850.00		\$ -		\$ -
5	DUCTILE IRON FITTINGS	LB	777	\$ 7.00		\$ -	249	\$ 1,743.00
6	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	40	\$ 40.00		\$ -	40	\$ 1,600.00
7	FOUNDATION MATERIAL	CY	7	\$ 51.00		\$ -	7	\$ 357.00
8	EXPLORATORY EXCAVATION TO LOCATE SANITARY SEWER SERVICES	EACH	2	\$ 300.00		\$ -	1	\$ 300.00
9	WATER SERVICE CONNECTION, 1-INCH	EACH	4	\$ 750.00		\$ -		\$ -
10	WATER SERVICE PIPE, 1-INCH TYPE K COPPER	LF	141	\$ 40.00		\$ -	55	\$ 2,200.00
11	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	4	\$ 350.00		\$ -	3	\$ 1,050.00
12	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	2	\$ 2,250.00		\$ -		\$ -
13	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 2,000.00		\$ -		\$ -
14	HOT-MIX ASPHALT PAVEMENT REMOVAL	SY	261	\$ 8.50		\$ -	261	\$ 2,218.50
15	HOT-MIX ASPHALT PAVEMENT, 4-INCH, WITH 12-INCH AGGREGATE BASE	SY	261	\$ 62.00		\$ -	261	\$ 16,182.00
16	CONCRETE CURB AND GUTTER REMOVAL	LF	224	\$ 3.00		\$ -	91	\$ 273.00
17	COMBINATION CONCRETE CURB AND GUTTER	LF	224	\$ 31.00		\$ -	91	\$ 2,821.00
18	SIDEWALK REMOVAL	SF	896	\$ 0.70		\$ -	364	\$ 254.80
19	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SF	896	\$ 7.35		\$ -	364	\$ 2,675.40
20	VALVE BOX TO BE ABANDONED	EACH	2	\$ 200.00		\$ -		\$ -
21	INLET FILTER	EACH	3	\$ 100.00		\$ -	1	\$ 100.00
22	DUST CONTROL - MECHANICAL SWEEPING	CAL DAY	2	\$ 250.00		\$ -	1.5	\$ 375.00
23	REPLACEMENT TREE, 2.5" CALIPER (MIN), BALLED AND BURLAPPED	EACH	1	\$ 404.00		\$ -		\$ -
24	RESTORATION	SY	268	\$ 2.10		\$ -	147	\$ 308.70
25	TEMPORARY EROSION CONTROL SEEDING	LB	14	\$ 5.25		\$ -	14	\$ 73.50
26	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 7,000.00		\$ -		\$ -
ALTERNATE 2 (VALVE, FIRE HYDRANT AND B-BOX REPLACEMENTS)								
1	HOT-MIX ASPHALT PAVEMENT REMOVAL	SY	25	\$ 7.00		\$ -	12.5	\$ 87.50
2	HOT-MIX ASPHALT PAVEMENT, 4-INCH, WITH 12-INCH AGGREGATE BASE	SY	25	\$ 56.00		\$ -	12.5	\$ 700.00
3	CONCRETE CURB AND GUTTER REMOVAL	LF	25	\$ 3.00		\$ -	25	\$ 75.00
4	COMBINATION CONCRETE CURB AND GUTTER	LF	25	\$ 31.00		\$ -	25	\$ 775.00
5	SIDEWALK REMOVAL	SF	100	\$ 0.70		\$ -	85	\$ 59.50
6	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SF	100	\$ 7.36		\$ -	85	\$ 625.60
7	RESTORATION	SY	150	\$ 2.10		\$ -	61	\$ 128.10
8	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 3,000.00		\$ -		\$ -
9	GATE VALVE REMOVAL AND REPLACEMENT IN EXISTING VALVE VAULT, 6-INCH (RESILIENT SEAT)	EACH	1	\$ 2,400.00		\$ -		\$ -
10	GATE VALVE REMOVAL AND REPLACEMENT WITH NEW 48-INCH VAULT, 6-INCH (RESILIENT SEAT)	EACH	1	\$ 4,400.00		\$ -	1	\$ 4,400.00
11	B-BOX REMOVAL AND REPLACEMENT	EACH	10	\$ 400.00		\$ -		\$ -
12	CUT-IN-B-BOX	EACH	2	\$ 800.00		\$ -	2	\$ 1,600.00
13	FIRE HYDRANT ASSEMBLY REMOVAL AND REPLACEMENT, 6-INCH M.J.	EACH	1	\$ 2,100.00		\$ -		\$ -

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
MISCELLANEOUS EXTRAS AND CREDITS								
1	DUCTILE IRON FITTINGS - ALTERNATE 2 (CLAY COURT FH R&R) - 116 LBS @ \$7.00/LB	LB		\$ 7.00	116	\$ 812.00		\$ -
2	CUT-IN GATE VALVE & VALVE VAULT, 8-INCH (RESILIENT SEAT) IN 48-INCH VAULT			\$ 4,250.00	1	\$ 4,250.00		\$ -
3	PCC DRIVEWAY CREDIT			\$ 2,000.00			1	\$ 2,000.00
4	SPIGOT REPAIR - 22 PICKFORD - CREDIT			\$ 275.50			1	\$ 275.50
5	WORK ORDERED BY VILLAGE - SEE ATTACHED			\$ 17,395.54	1	\$ 17,395.54		\$ -

TOTAL ADDITIONS = \$ 43,878.40

TOTAL DEDUCTIONS =

\$ (198,392.30)

ORIGINAL CONTRACT PRICE: \$ 868,809.90

CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS: \$ 868,809.90

AMOUNT OF CURRENT CHANGE ORDER: \$ (154,513.90)

NEW CONTRACT PRICE: \$ 714,296.00

**BOULDER HILL WATER MAIN CONTRACT C
EXTRA WORK OWED TO S&K**

Location	Work	Method of Payment	Quantity	Unit	Unit Price	Value	Comments
18 Knollwood	Driveway Pavement Removal	CUP	31.8	SY	\$ 6.00	\$ 190.80	286 SF
	PCC Driveway	CUP	31.8	SY	\$ 79.00	\$ 2,512.20	286 SF
83 Amesbury	Cut-In-Box	AUP	1	EACH	\$ 1,200.00	\$ 1,200.00	
	Driveway Pavement Removal	CUP	7	SY	\$ 6.00	\$ 42.00	63 SF
	PCC Driveway	CUP	7	SY	\$ 79.00	\$ 553.00	63 SF
	Sidewalk Removal	CUP	32	SF	\$ 0.70	\$ 22.40	48 SF minus square broke by contractor
	PCC Sidewalk	CUP	32	SF	\$ 7.36	\$ 235.52	48 SF minus square broke by contractor; Alt. 2 Unit Price
	Tree Root Pruning	AUP	1	EACH	\$ 200.00	\$ 200.00	
79 Paddock	Cut-In-Box	AUP	1	EACH	\$ 1,200.00	\$ 1,200.00	
	Sidewalk Removal	CUP	40	SF	\$ 0.70	\$ 28.00	
	PCC Sidewalk	CUP	40	SF	\$ 7.36	\$ 294.40	Alt. 2 Unit Price
135 Braeburn	Cut-In-Box	T&M	1	LS	\$ 4,011.02	\$ 4,011.02	See Attached
	HMA R&R	T&M	1	LS	\$ 650.00	\$ 650.00	See Attached; Includes HMA for Hillstone locations
	Driveway Pavement Removal	CUP	12.8	SY	\$ 6.00	\$ 76.80	115 SF
	PCC Driveway	CUP	12.8	SY	\$ 79.00	\$ 1,011.20	115 SF
	Sidewalk Removal	CUP	40	SF	\$ 0.70	\$ 28.00	
	PCC Sidewalk	CUP	40	SF	\$ 7.36	\$ 294.40	Alt. 2 Unit Price
	Concrete Curb & Gutter Removal	CUP	17.2	LF	\$ 3.00	\$ 51.60	
	Comb. Concrete & Gutter	CUP	17.2	LF	\$ 31.00	\$ 533.20	
	B-Box R&R	AUP	1	EACH	\$ 700.00	\$ 700.00	
	B-Box R&R	AUP	1	EACH	\$ 700.00	\$ 700.00	
30 Marnel	B-Box R&R	AUP	1	EACH	\$ 700.00	\$ 700.00	
	Restoration for: 18 Cebold 28 Cebold 74 Hubbard 83 Amesbury 79 Paddock 135 Braburn 30 Marnel	T&M	1	LS	\$ 1,510.00	\$ 1,510.00	See Attached Contract A Contract A Contract A
39 Chatham	S&K GC mark up for restoration Tree R&R	AUP	1	LS	\$ 500.00	\$ 500.00	JE Landworks
					\$ 151.00	\$ 151.00	
					\$ 500.00	\$ 500.00	
						\$ 17,395.54	Total Owed to S&K = \$ 17,395.54

S & K Excavating & Trucking, Inc,
P. O. BOX 655
Newark, IL 60541
815/695-1100
815/695-1101

EXTRA WORK ORDER FOR: **Village of Montgomery**
c/o EEI

DATE: May 31, 2016

JOB: Boulder Hill Contract C

DESCRIPTION OF WORK:

135 Braeburn

4.5 hrs Crew Time		
2 Laborers @	\$97.08/hr	\$873.72
2 Operator @	\$109.10/hr	\$981.90
Excavator @	\$110.00/hr	\$495.00
Bobcat @	\$90.00/hr	\$405.00
2 Loads Haul Off @	\$250.00/ea	\$500.00
19' 1" Copper @ \$5.00/Ft		\$95.00
1 Curb Stop @ \$95.00		\$95.00
1 B-Box @	\$55.00	\$55.00
1 Frame @	\$100.00	\$100.00
11.4 CY Trench Backfill @ \$36.00/CY		\$410.40
HMA Work		
3 Tons HMA	\$400.00	\$400.00
Install / Tamp in HMA	\$250.00	\$250.00
Restoration Work		\$1,661.00
Schollmeyer Invoice		

TOTAL \$6,322.02

Customer Signature _____ **Date** _____

S & K Excavating



S & K Excavating & Trucking, Inc.

P.O. Box 655, Newark, IL 60541

Phone: (815) 695-1100 - Fax: (815) 695-1100

LABOR EXPENSE:

DATE WORK COMPLETED:

Payroll Amount
Eligible for

EMPLOYEE NAME	TITLE	HOURS	HOURS	HOURS	TOTAL S.T.	HOURS O.T.	REGULAR RATE	INSURANCE AMOUNT	PAYROLL MOUNT	EARNINGS TC F.U.T.	S.U.T.
	OPERATOR	1			1		\$50.20	\$50.20	\$50.20	\$0.00	\$0.00
					0		\$75.00	\$0.00	\$0.00		
SUBTOTALS LABOR:								\$50.20	\$50.20	\$0.00	\$0.00
LABORER PENSION & WELFARE FUNDS							\$25.52		\$0.00		
OPER ENG PENSION & WELFARE		1					\$33.88		\$33.88		
TEAMSTER PENSION & WELFARE							\$15.79		\$0.00		
SUBTOTALS LABOR:									\$84.08		
PLUS: GENERAL LIABILITY INS.@		1.8					\$50.20	\$0.90			
PLUS: WORKMEN'S COMP INSURANCE @		2.25					\$50.20	\$1.13			
FEDL & STATE UNEMPLOYMENT TAX @		9.8					\$50.20	\$4.92			
FEDERAL SOCIAL SECURITY TAX @		7.65					\$50.20	\$3.84			
TOTAL PAYROLL ADDITIVES									\$10.79		
15% O & P									\$94.87		
TOTAL LABOR									\$14.23		
									\$109.10		

S & K Excavating & Trucking, Inc.

P.O. Box 655, Newark, IL 60541

Phone: (815) 695-1100 - Fax: (815) 695-1100

McCleary

LABOR EXPENSE:

DATE WORK COMPLETED:

Payroll Amount
Eligible for

EMPLOYEE NAME	TITLE	HOURS	HOURS	HOURS	TOTAL S.T.	HOURS O.T.	REGULAR RATE	INSURANCE AMOUNT	PAYROLL MOUNT	EARNINGS TC F.U.T.	S.U.T.	
	LABORER	1			1		\$47.65	\$47.65	\$47.65			
					0		\$71.47	\$0.00	\$0.00	\$0.00	\$0.00	
SUBTOTALS LABOR:									\$47.65	\$47.65	\$0.00	\$0.00
LABORER PENSION & WELFARE FUNDS	1	HRS @					\$26.62		\$26.62			
OPER ENG PENSION & WELFARE		HRS @					\$33.88		\$0.00			
TEAMSTER PENSION & WELFARE		HRS @					\$15.79		\$0.00			
SUBTOTALS LABOR:									\$74.27			
PLUS: GENERAL LIABILITY INS.@			1.8				\$47.65	\$0.86				
PLUS: WORKMEN'S COMP INSURANCE @			2.25				\$47.65	\$1.07				
FEDL & STATE UNEMPLOYMENT TAX @			9.8				\$46.65	\$4.57				
FEDERAL SOCIAL SECURITY TAX @			7.65				\$47.65	\$3.65				
TOTAL PAYROLL ADDITIVES									\$10.15			
15% O & P									\$84.42			
TOTAL LABOR									\$12.66			
									\$97.08			

Schollmeyer Landscaping, Inc

PO BOX 331
BIG ROCK, IL 605110331 US

Invoice

Date	Invoice #
5/25/2016	9211

Bill To
S&K Excavating & Trucking, Inc PO Box 655 Newark, IL 60541

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Restoration materials @ 18 Cebold, 28 Cebold, 74 Hubbard 83 Amesbury, 79 Paddock, 135 Braburn & 30 Marnel 2.5 cubic yards of topsoil, .3 of a 50lb bag of Class 1A seed mix, .6 of a 50lb bag of 19-19-19 starter fertilizer & 2 bales of enviroblend hydromulch	200.00	200.00
3	Restoration labor @ 18 Cebold, 28 Cebold, 74 Hubbard 83 Amesbury, 79 Paddock, 135 Braburn & 30 Marnel 5/18/2016 12:30 pm - 3:30pm 3 laborers @ \$90/hr 1 operator @ \$125/hr	395.00	1,185.00
1	Restoration labor @ 18 Cebold, 28 Cebold, 74 Hubbard 83 Amesbury, 79 Paddock, 135 Braburn & 30 Marnel 1 operator blowing hydromulch @ \$125/hr	125.00	125.00
	Billable to Village of Montgomery		

Due upon receipt, if bill exceeds its 15 day period a 2% interest charge will be added every week	Total	\$1,510.00
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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: Honorable Village President and Board of Trustees

From: Jeff Zoepfel, Village Administrator

Date: November 9, 2016

B of T Date: November 14, 2016

Subject: Agreement Between the Village of Montgomery and Metropolitan Alliance of Police

Submitted By: Jeff Zoepfel, Village Administrator

Background/Policy Implications:

Attached is the 4-year agreement between the Village of Montgomery and MAP. It includes all the items previously discussed with the Village Board during the negotiation process.

Describe Fiscal Impact/Budget Account Number and Cost:

The fiscal impact of the contract will be budgeted for during the annual budget process.

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.

A G R E E M E N T

between

VILLAGE OF MONTGOMERY

and

**METROPOLITAN ALLIANCE OF POLICE,
MONTGOMERY POLICE CHAPTER #333**

May 1, 2016

through

April 30, 2020

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PREAMBLE

THIS AGREEMENT entered into by the Village of Montgomery (hereinafter referred to as the "Village" or the "Employer") and the Metropolitan Alliance of Police, Montgomery Police Chapter 333 (hereinafter referred to as the "Chapter"), has as its purpose the promotion of harmonious relations between the Village and the Chapter; acknowledgment of valuable work performed by the employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees. The Village and the employees covered by this Agreement regard themselves as public servants governed by the highest ideals of honor and integrity in all their public and personal conduct, in order that they may merit the respect and confidence of the general public.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Chapter do mutually promise and agree as follows:

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Village recognizes the Chapter, as certified by the ILRB in Case No. S-RC-06-157, as the exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as "police officers" or "employees") in the rank of Police Officer. Excluded from the bargaining unit are all other Village employees, including sworn peace officers in the supervisory rank of sergeant and above, all part-time or temporary employees, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act ("Act"), all other managerial, supervisory, confidential and professional and short-term employees as defined by the Act, as amended.

Section 2. Fair Representation. The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter.

Section 3. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

Section 4. Non-Discrimination. In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, Chapter or non-Chapter affiliation. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement and may be processed through the last step of the grievance procedure but may not be submitted to arbitration. Notwithstanding the foregoing, if an employee alleges that the Village has discriminated against him/her because of his/her Chapter or non-Chapter affiliation, the employee may file a grievance and such grievance may be processed through the grievance procedure and submitted to arbitration.

Section 5. Dues Deduction. Upon receipt of lawful written authorization from employees covered by this Agreement, the Village agrees to deduct from their salary, on the first paycheck of each month, the regular monthly uniform Union membership dues during the term of this Agreement. A copy of the dues deduction authorization that is to be utilized is attached hereto as Appendix _____. Signing of the dues deduction authorization is voluntary with the individual employee. The dues shall be forwarded to the individual designated by the Union to receive such deductions. The regular uniform Union membership dues to be deducted will be certified in writing by the Union to the Village.

Section 6. Fair Share. During the term of this Agreement, Police Officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of the officers covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

Section 7. Indemnity. The Chapter agrees to indemnify and hold the Village harmless against any and all claims, suits, orders or judgments brought or issued against the Village as a result of any action taken or not taken by the Village under any of the provisions of this Article, unless such action is initiated or prosecuted by the Village.

ARTICLE II CHAPTER BULLETIN BOARD

Section 1. Bulletin Board. The Village will provide the Union a bulletin Board (at least 2 feet by 3 feet in size) in a non-public area in the Police Department facility, for posting of official Union announcements and other items of Union business provided that such postings are non-political and non-inflammatory in nature. The bulletin board shall be for the sole and exclusive use of the Union. The Union will limit the posting of Union notices to said bulletin board. Notices posted in violation of this Section may be removed by the Village, provided prompt notice is given to a Union officer. Notices removed by the Village will be given to a Union Officer.

ARTICLE III MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Chapter recognizes the exclusive right of the Employer to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and

productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to layoff employees; to change or eliminate existing methods, equipment or facilities; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the Village President or by the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE IV HOURS OF WORK AND OVERTIME

Section 1. Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week, or work cycle, or of days of work per week, per month or per work cycle.

Section 2. Normal Work Day and Work Week. The normal workday shall consist of eight hours, including a thirty (30) minute paid meal period and two (2) fifteen (15) minute paid breaks. Breaks are permitted if the employee's workload and department demands permit and may not be combined together or used in conjunction with the meal break. Employees will respond to calls occurring during their meal periods. Employees will not be compensated for missed breaks or meal periods.

The normal work week for an officer assigned to patrol duties will be five consecutive days of work followed by two consecutive days off. For each shift, if sufficient manpower exists and operations permit, as determined by the Chief or his designee, Department management will attempt to include in the schedule of the two (2) consecutive days off one (1) Friday/Saturday slot and one (1) Sunday/Monday slot.

Section 3. Normal Work Cycle. The normal work cycle is fourteen (14) days, in accordance with Section 7K of the Fair Labor Standards Act.

Section 4. Changes in Normal Workday or Normal Work Week. Should it be necessary in the Village's judgment to establish schedules departing from the normal workday or the normal work week, or to change the shift schedule of an employee or employees, the Village

will give, if practicable, at least 48 hours advance written notice of such change to all employees directly affected by such change.

Section 5. Overtime Pay. All employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for all hours actually worked in excess of forty (40) in the employee's seven (7) day work week. For any employee to be eligible for overtime pay, the additional time worked must be authorized in advance by the Police Chief or his designee. Approved, paid time off will count as hours worked for purposes of overtime eligibility.

Section 6. Compensatory Time. Effective upon execution of this Agreement, an employee will be allowed to accrue up to forty (40) hours of compensatory time in lieu of overtime pay. (Once an employee has earned forty hours during a fiscal year, he or she shall not be eligible to earn any more compensatory time during the remainder of such fiscal year, unless use of the compensatory time drops the accrual bank below forty (40) hours in which case the affected officer would be eligible to earn additional compensatory time to bring the accrual level back to forty (40) hours.)

Use of accumulated compensatory time shall be allowed as long as manpower allows (part time employees working at their regular straight time hourly rate may be utilized to supplement manpower when an officer covered by this agreement is utilizing compensatory time off). Employees shall be allowed to use consecutive days of compensatory time per the mutual agreement as set forth above. Employees shall be allowed to carry over the forty (40) hours from year to year at the affected officer's discretion.

Section 7. Employee Shift Exchange. An employee may have another fully qualified bargaining unit employee substitute for him or her by performing work in the same capacity for the employee's entire work day, or portion thereof, provided the substitution does not interfere with the operation of the Police Department, and subject to advance approval by the Police Chief or the Chief's designee. The hours worked by the substitute employee shall be excluded by the Village in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall only be counted as hours worked by the employee who was originally scheduled to work that shift. It is expressly understood that as a result of approving a voluntary request to exchange shifts the Village will not incur any overtime liability.

Section 8. Court Time. Employees who are required to make court appearances on behalf of the Village during off-duty hours that they are not scheduled to work will receive a minimum guarantee of two (2) hours pay. The foregoing minimum guarantee shall not apply if court time is within two (2) hours before or after an employee's regularly scheduled working hours, in which case the employee will be paid only for actual hours worked.

Section 9. Call Back Pay. A call-back is defined as an official assignment of work that does not continuously precede or follow an employee's scheduled working hours and involves the employee returning to work after the employee has worked a shift. Employees who are called back to work under this Section shall be guaranteed a minimum of two (2) hours pay or be compensated for the actual time worked, whichever is greater, at the employee's applicable

hourly rate under this Article. The two-hour minimum shall not apply when the call back is less than two hours before the start of an employee's shift, or to work which is scheduled in advance. In addition, the two (2) hour minimum specified herein shall not be applicable when an employee is called back to work to rectify his own error.

Section 10. Overtime Distribution. The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, when overtime opportunities are known at least five (5) days in advance, the Chief of Police or his designee shall post the overtime assignment for bidding. The most senior qualified bidder, as determined by the Police Chief or his designee, will normally be selected for the overtime assignment. Where overtime becomes available within forty-eight (48) hours of the assignment, such overtime shall be offered to all officers on duty at the time the overtime assignment becomes known, and the most senior officer accepting such assignment by the end of that shift will receive the assignment.

Notwithstanding the foregoing, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. If a Patrol Officer demonstrates that he or she bid on a posted overtime opportunity in a timely fashion and was improperly passed over for such overtime, the remedy shall be to give such Officer first preference for the next available overtime opportunity.

Section 11. Canine Officer. Overtime for this assignment shall be governed by the provisions of the Canine Officer Agreement, attached hereto as Appendix A, and incorporated herein by reference. The parties agree that to be eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement.

Section 12. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 13. Shift Bid. All officers covered by this Agreement shall, on an annual basis, bid their shift by seniority, per side letter agreement attached hereto except that this requirement and side letter shall not apply to changes in work assignment. The Village will endeavor to provide advance notice to officers when the bid process will begin. Such bids shall be accomplished and completed at least sixty (60) days prior to implementation of that bid. If a shift is vacated or there is some other change in staffing, management, at its sole discretion, may determine to re-open the shift bid process. It shall be the sole responsibility of the bidding officer to complete his shift bid within the designated timeframe, which shall not be less than 48 hours. Failure to do so will result in that officer moving to the end of the bid selection list.

ARTICLE V LABOR-MANAGEMENT COMMITTEE

At the request of the Chapter or the Village, a Labor Management Committee shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. Attendance at Labor Management Committee meetings shall be limited to four (4) persons designated by the Chapter, at least two of whom shall be bargaining unit employees, and four (4)

persons designated by the Village Manager or her designee. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting, which notice shall also indicate who said party will have in attendance at the meeting. The other party, upon request, shall indicate who it intends to have present at the Committee meeting at least two (2) days prior to the meeting. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Chapter and the Village. If such a meeting is held during the regular working hours of any Chapter employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE VI SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority. For purposes of this Article, seniority shall be based on the employee's length of continuous full-time employment as a sworn Police officer in the employ of the Village. Seniority shall not accrue during any period of time when the employee is in a non-paid status such as a suspension or unpaid leave of absence, to the extent permitted by law. Conflicts in seniority between two employees having the same date of hire shall be determined on the basis of the first letter of their last name; with the person with the letter first appearing in the alphabet being considered the more senior, and so forth.

Section 2. Probationary Period. All new employees and those hired after their termination of seniority shall be considered probationary employees until they complete a probationary period of eighteen (18) months of actual work (inclusive of training). During an employee's probationary period the employee may be disciplined, suspended or terminated at the sole discretion of the Village, with or without cause. No grievance shall be presented or entertained in connection with the discipline, suspension or termination of any probationary employee.

Section 3. Seniority List. Within four (4) weeks of the effective date of this Agreement, and thereafter on or before January 1 of each new calendar year, the Village will post and provide the Chapter with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within thirty (30) calendar days after the Village's posting of the list.

Section 4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18.

A non-probationary employee who is laid off under this Section will be given either fourteen (14) calendar days advance written notice of the layoff or two weeks severance pay, at the Employer's option.

Section 5. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits or resigns;
- (b) is discharged;
- (c) retires (or is retired pursuant to a legal mandatory retirement age adopted and implemented by the Village);
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Village;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to report for work within fourteen (14) calendar days after having been recalled;
- (g) is laid off for a period in excess of two (2) years;
- (h) does not perform work for the Village for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service, established work related injury compensable under workers' compensation law, disability pension; or
- (i) is absent for three (3) consecutive working days without notifying the Village.

Section 7. Effects of Layoff. During the term of this Agreement, if the Village exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for his or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be

permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village during the term of this Agreement involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a non-disciplinary matter or issue which is subject to the jurisdiction of the Village Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

Section 2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- STEP 1:** Any employee who has a grievance shall submit the grievance in writing to the employee's Sergeant or his designee specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within five (5) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The employee's supervisor shall provide a written answer to the grievant within seven (7) calendar days following his receipt of the written grievance.
- STEP 2:** If the grievance is not resolved at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the Police Chief within seven (7) calendar days after receipt of the Village's answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Chapter representative. The Police Chief may invite the employee's supervisor to attend the grievance meeting. During such meeting, the grievant shall provide all relevant facts concerning the alleged contract violation and the parties shall discuss possible resolution of the grievance. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant within seven (7) calendar days following the date of the meeting. A grievant may not appeal a

grievance to the next step until a meeting with management has occurred at this step and the Village has had a subsequent opportunity to answer the grievance.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the employee in writing to the Village Manager within seven (7) calendar days after receipt of the Village's answer in Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Village Manager or her designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Chapter representative. The Village Manager may invite the Police Chief to be present at the meeting. If no settlement of the grievance is reached, the Village Manager or her designee shall provide a written answer to the grievant and the Chapter, within seven (7) calendar days following the date of the meeting. The Village Manager's answer shall be final and binding unless the Chapter appeals to arbitration as provided in Section 3 of this Article. The grievance may not be appealed to arbitration until a meeting with the Village Manager has occurred at this step and the Village has had a subsequent opportunity to answer the grievance.

Section 3. Arbitration. If the grievance is not settled in Step 4 and the Chapter wishes to appeal the grievance from Step 3 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, by notifying the Village Manager in writing within ten (10) calendar days of receipt of the Village's written answer as provided to the Chapter at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after the Village's receipt of the Chapter's notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators from Illinois. Either party may require that the panel be comprised entirely of members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike two (2) names from the panel, with the party who requests arbitration striking two names first. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives. Unless otherwise mutually agreed between the Chapter and the Village, the hearing shall commence in the Village of Montgomery within thirty (30) calendar days of the date the arbitrator accepts his/her appointment.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.

- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. (The grievant and the Chapter representative(s) will not be paid by the Village for time associated with the grievance procedure.)

Section 4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issues raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) calendar days after the first occurrence of the event giving rise to the grievance or within five (5) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to arbitration within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance within the specified time limits or any agreed extension thereof, the aggrieved employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any

obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

When practical, the Village will make a good faith effort to meet with the Grievant under Steps 2-3 within 1 hour before or after the start or end of the employee's scheduled working hours.

The Village and the Chapter may, by mutual written agreement in a specific instance, skip steps of the grievance procedure or consolidate like grievances.

Section 7. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

Section 8. Arbitration of Suspension or Termination. The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within five (5) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article VII of this Agreement, except that it shall be filed at Step 3 of the procedure. The Metropolitan Alliance of Police retains the authority to make a final decision as to whether a disciplinary matter is arbitrated. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of the Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be contained in the Rules and Regulations of the Village Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any verbal warnings, written reprimands, written warnings or other discipline not involving an unpaid suspension or dismissal shall not be subject to the grievance and arbitration procedure.

**ARTICLE VIII
NO STRIKE-NO LOCKOUT**

Section 1. No Strike. Neither the Chapter nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, picketing (with respect to wages, hours or terms and conditions of employment or any other labor dispute with the Village) or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, subject to any existing appeal or hearing rights to the Village Board of Fire and Police Commissioners. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 3. Judicial Restraint. Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 4. Disciplinary Action. Any disciplinary action taken by the Employer against any employee who participates in any action prohibited by Section 1 of this Article shall not be considered as a violation of this Agreement and shall not be subject to the grievance procedure.

**ARTICLE IX
WAGES**

Section 1. Wages. Employees shall be paid in accordance with the salary schedule attached as Appendix B for the 2016-17, 2017-18, 2018-19 and 2019-20 fiscal years, effective on the dates indicated on the Appendix. The entry/start rate shall be the normal hiring rate, provided the Village reserves the right to hire an experienced officer at a higher rate, without affecting the probationary period. During the term of this Agreement, employees not at the top of the salary schedule shall be eligible to advance to the next step on the anniversary date of their employment as sworn Montgomery police officers, provided further, it has been determined by the Village through the performance appraisal process that they have met departmental standards during the preceding year.

Any employee at the maximum of their range (currently \$77,262) shall be paid a one-time, lump sum bonus of \$1,000.00 after eight years of consecutive employment with the Department and an additional one-time, lump-sum bonus of \$1,500.00 after 12 years of consecutive employment with the Department; neither bonus shall be added to the employee's base salary.

Section 2. FTO Pay. Effective upon execution of this Agreement, each work day an officer is assigned to function as a Field Training Officer for a probationary employee, such officer shall be paid an additional two dollars (\$2.00) per hour for each such day worked. An officer who is certified as an FTO but not performing FTO duties on a given day will be ineligible for any FTO pay.

Section 3. OIC Pay. Covered patrol officers who are scheduled or ordered to work and assume supervisory duties regularly administered by a sergeant or by an officer of higher rank, shall be paid at an additional rate of three dollars (\$3.00) per hour for each hour worked as an OIC, in addition to their regular rate of pay. OIC pay will be paid only for time in which an officer actually acts as an officer in charge. Time spent in completion of duties after shift will not automatically receive OIC pay.

ARTICLE X INSURANCE

Section 1. Medical Insurance Coverage. The Village maintains a group medical HMO insurance program for all regular full-time employees of the Village. The Village shall provide such group medical HMO insurance for all such employees covered by this Agreement and their eligible dependents as prescribed within the terms and conditions of the policy or plan. The Village reserves the exclusive right to change carriers, alter or amend the group medical HMO insurance based on changes in coverage or insurance cost. Employees covered by this Agreement will, however, during the term of this Agreement, receive the same HMO insurance coverage as other eligible non-bargaining unit Village employees. The Village reserves the right to introduce and eliminate additional medical insurance options, in addition to the HMO insurance program, at its sole discretion. However, the Village's share of the premium payments for such new plans will not exceed the total dollar amount paid for HMO premiums per employee, as detailed below.

Section 2. Insurance Premium Allocation. The medical insurance premiums, which may change from time to time, shall be paid for on a contributory basis by the Village and the employee as follows: The employee shall pay twelve percent (12%) of the premium for single coverage, and the Village shall pay eighty-eight percent (88%) of the premium. The employee shall pay twelve percent (12%) of the premium for Employee + Spouse, Employee + Child or Family coverage, as applicable, and the Village shall pay eighty-eight percent (88%). Employee premium contributions may be increased during the term of this Agreement, but any such increase will only occur if non-represented full-time employees' insurance premiums are also increased and such increases shall be in the same amounts. In no event will employees be responsible for paying more than sixteen percent (16%) of the total insurance premium during the term of this Agreement. The employee's share of the applicable premium shall be deducted from the employee's paycheck, whenever practicable.

The Village shall permit employee premium contributions to be deducted from their pre-tax earnings, pursuant to a plan established under Section 125 of the IRC, to the extent permitted by law.

Section 3. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 4. Life Insurance. The Village will provide Fifty Thousand (\$50,000.00) Dollars of term life insurance coverage to each eligible full-time employees at no cost to the employee covered by this Agreement. The Village retains the right to change insurance carriers or to self-insure this benefit so long as the amount of the coverage is maintained.

Section 5. Dental Insurance. Full-time employees covered by this Agreement shall be covered by the same dental insurance plan which is made available to other eligible non-bargaining unit Village employees, as the same may be changed from time to time for all such employees. Employees in this bargaining unit shall contribute the same dollar amounts as other eligible non-bargaining unit employees for such coverage.

Section 6. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies or plans referred to in this Article shall be governed by the terms and conditions set forth in said policies or plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan and shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE XI VACATION, HOLIDAYS AND PERSONAL DAYS

Section 1. Vacation Leave. Employees shall earn vacation on a bi-weekly basis according to the following schedule:

Yrs. of Service	Bi-Weekly Earned Rate	Total Annual Vacat. Hours
0 to 4 Years	3.08	80
5 to 8 Years	4.62	120
9 to 15 Years	6.16	160
15+ Years	7.70	200

Based on the above chart, at the start of employment an employee will begin to accrue 3.08 hours of vacation leave bi-weekly until the employee completes four years of employment. Beginning on the four-year anniversary, the employee will begin to accrue 4.62 hours bi-weekly so that by the time the five years of employment is completed, the employee will have accrued 120 hours vacation leave, and so forth.

No employee shall be eligible to use vacation during their first six (6) months of employment, unless otherwise approved by the Village Manager due to extenuating circumstances.

Use of accrued vacation leave must be approved by the Chief of Police or his designee, and shall normally be based upon the staffing and scheduling needs of the Department, or such other

factors as the Chief of Police deems appropriate. All officers covered by this Agreement shall bid for their vacation for the upcoming calendar year by seniority with the most senior officer being awarded his request first. Such bid process shall begin after the shift bid process has been completed and bids will be awarded no later than November 15. Officers may only bid for one (1) calendar week of vacation, unless otherwise approved by the Police Chief. Officers who have at least forty (40) accrued but unused hours of vacation during the vacation bid process may bid up to two (2) calendar weeks of vacation, unless otherwise approved by the Police Chief. Officers are responsible for ensuring they will have vacation time available and accrued for the vacation period requested. For purposes of the bidding process, Compensatory time cannot be used in lieu of vacation time. After completion of the bid process, remaining vacation days shall be selected on a first come, first served basis.

Notwithstanding the foregoing, it is expressly understood that the final right to designate and/or cancel or reschedule vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the Village.

Unused vacation may not be carried over from one calendar year to the next, provided that an employee may carry over a maximum of one-hundred and twenty (120) hours of vacation time from one year to the next. Any earned but unused vacation will be forfeited without compensation at the end of each calendar year, unless otherwise specifically approved in writing by the Village Manager, in advance, due to extenuating circumstances.

Section 2. Vacation Pay. A week's vacation pay shall be calculated on the basis of forty (40) hours at the employee's regular straight-time rate at the time the vacation is taken.

Section 3. Vacation Eligibility. Vacation time is not earned during an unpaid leave of absence or disability leave.

Section 4. Pay Upon Death or Termination. Employees shall receive compensation for all earned, unused vacation as of the employee's date of termination from employment or death prior to separation. Pay will be based upon the rate earned at time of separation.

Section 5. Holidays and Holiday Pay. The following listed holidays are the recognized holidays for purposes of this Article. Employees may be scheduled to work on the holidays.

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Spring Holiday	Day following Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

If an employee is not scheduled to work on any of the forgoing holidays, the employee shall receive 8 hours pay at the employee's regular straight time hourly rate of pay. If the employee works on any of said holidays, the employee will be paid for each hour worked on said holiday (or portion thereof) at double time, in addition to eight hours of holiday pay. (E.g., an employee

working his normal work day on Christmas Day would be paid a total of 24 hours under this Section: 8 hours of holiday pay plus 8 hours at 2 times his regular rate.) For purposes of this Section, work on a holiday means the actual holiday, as opposed to date of observance by non-sworn Village employees.

In the event an employee does not work his regularly scheduled day before and after a holiday, that employee shall not receive holiday pay unless proof of illness or an otherwise acceptable absence is established to the satisfaction of the Chief of Police and the Village Manager.

Section 6. Personal Day. Employees shall receive one (1) personal day per calendar year. No employee shall be eligible to use personal time during their first six (6) months of employment, unless otherwise approved by the Village Manager due to extenuating circumstances. Use of personal time must be approved by the Chief of Police or his designee, and shall normally be based upon staffing and scheduling needs of the Department, or such other factors as the Chief of Police deems appropriate. Notwithstanding, it is expressly understood that the final right to designate and/or cancel or reschedule a personal day is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the Village. Employees shall not be allowed to carry over unused personal time from one calendar year to the next and such day will be forfeited without compensation if not used.

ARTICLE XII LEAVES OF ABSENCE

Section 1. Sick Leave.

Accrual. A full-time employee shall earn 3.69 hours sick leave on a bi-weekly basis beginning with the first day of employment, up to a maximum of 960 hours. Sick leave shall not accrue during any period of unpaid leave.

Purpose. Sick leave with pay is a privilege to be used for the employee's own non-work related temporary personal disability or personal illness, or as required by the illness or disability of the employee's immediate family (defined as the employee's parents, spouse, children, step-parents and step-children). Sick leave is not a vested right, and shall only be compensated in accordance with the provisions of this Section. An employee may request advance approval from the Chief of Police or the Chief's designee to use sick leave to attend to a necessary medical or dental appointment which cannot be scheduled during non-work hours. Taking unjustified sick leave shall be considered for serious disciplinary action, up to and including dismissal.

Use of Accrued Sick Leave. To be eligible for paid sick leave the employee must give as much advance notice as possible, but in no event later than ninety (90) minutes prior to the employee's scheduled start time if he assigned to a day shift, and not less than four (4) hours prior to his starting time if he is assigned to the afternoon or midnight shift. Such notice shall be given by the employee to a non-bargaining unit supervisor.

Medical Verification. As a condition of eligibility for paid sick leave under this Section, the Village may require, at its discretion, any employee to submit a physician's certification of illness (for the employee or the employee's immediate family member, as applicable) whenever

the employee has been on sick leave for three (3) or more consecutive work days; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday, has three (3) or more days of consecutive requested time off; or in such other circumstances as may be deemed appropriate by the Chief of Police or the Chief's designee. The Village also reserves the right, at its discretion, to require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor designated by the Village, at the Village's expense, for the purpose of determining the employee's fitness for duty.

Section 2. Funeral Leave. All regular full-time employees are entitled to the use of up to three (3) days of Family Death Leave with pay in the event of the death of an immediate family member, defined as:

- (a) An employee's spouse, mother, step-mother, mother-in-law, father, step-father, father-in-law, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law.

All regular full-time employees are entitled to the use of one (1) day of Family Death Leave with pay in the event of the death of an extended family member, defined as:

- (a) An employee's grandparent, grandchild, aunt, uncle, nephew or niece.

An employee shall obtain approval from the Department Head prior to the utilization of Family Death Leave. Additional days off may be deducted from sick, compensatory and/or vacation leave.

Section 3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 4. Leave for National Guard or Reserve Duty. Leave for National Guard or Reserve Duty shall be granted in accordance with applicable law.

Section 5. Discretionary Leave. Upon an employee's written request to the Village Manager, or the Manager's designee, the Village Manager may, at the Manager's sole discretion, approve or deny a special unpaid leave of absence under such terms and conditions as the Village Manager may specify in the specific instance. During any such approved leave of absence, the employee shall pay 100% of the premium for any continuation of Village provided insurance, and shall not accrue any paid leave of any kind.

Section 6. Administrative Leave. The Village may place an employee on an administrative leave, with pay, pending the outcome of a disciplinary investigation.

Section 7. Jury Leave. Any full-time employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror. The employee shall endorse any payment received for the jury duty and tender it to the Village.

Section 8. VESSA Leave. The parties agree that the Village may adopt, alter and enforce policies in accordance with the Victims Economic Security and Safety Act (VESSA).

Section 9. Non-employment Elsewhere. A leave of absence under any provision of this Agreement will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere (including self-employment) while on any leave of absence provided in this Article or Agreement may be immediately terminated by the Village. This Section shall not apply when an employee is on vacation.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 1. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the bargaining unit membership and signed by authorized representatives thereof and may be amended during its term only with mutual written agreement of the Village and the Chapter.

Section 2. Uniforms. Employees shall continue to receive an annual uniform allowance of Seven Hundred Dollars, payable in two equal installments during each calendar year, at times determined by the Village. In addition, the Village will continue its existing practice of providing body armor, one (1) service weapon, holster(s), magazines and magazine holder(s), pursuant to specifications and at such intervals as may be determined by the Chief of Police or his designee.

Section 3. Training Reimbursement Agreements. Nothing herein shall be construed as a limitation upon the Village's right to require new hires to sign a training reimbursement agreement as a condition of initial hire, and/or to enforce any such agreements.

Section 4. Light Duty. The Village may require light duty for any or all employees who have been temporarily disabled as a result of a Village of Montgomery work-related injury, subject to a physician's approval, and provided the Village determines that such light duty is available and the employee can reasonably be expected to perform his/her full work duties following the expiration of the designated temporary light duty period. For temporary non-work related illnesses/injuries, the employee may request light duty. The physician's approval must detail the employee's capabilities and work restrictions relative to the available light duty assignment.

Section 5. Medical Examination. If, at any time, there is any reasonable question concerning an employee's fitness for duty, or fitness to return to duty following a layoff, or paid or unpaid leave or absence of more than three (3) days in any twelve-month period, the Village may require, at its expense, that the employee have a physical and/or psychological examination, or undergo a functional capacity test, by a qualified and licensed physician or other medical expert designated by the Village. A drug or alcohol test may be required as part of any medical examination required under this Section. The purpose of such examination or functional capacity test shall be to determine the employee's fitness for duty.

Section 6. Employee Assistance Plan. During the term of this Agreement, the Village will maintain an employee assistance plan (EAP). Eligible employees may seek assistance from the Village's EAP on a confidential basis, and the Village may direct or refer an employee to the EAP.

Section 7. Drug and Alcohol Testing. In an effort to maintain a drug free workplace, and in light of the safety sensitive nature of their duties and responsibilities, any and all employees covered by this Agreement are subject to random drug and alcohol testing up to four (4) times during every twelve-month period. If an employee tests positive for alcohol or for the abuse of a prescribed drug in any such random test, the employee shall be given the option, on a one-time basis, of seeking treatment in lieu of discipline through the Village's Employee Assistance Program (EAP) or another mutually agreeable drug or alcohol treatment program. If such employee tests positive a second time or fails to follow treatment recommendations, the employee shall be subject to appropriate discipline.

The Village may require an employee or employees to submit to a urinalysis test, blood test, hair test and/or other appropriate drug or alcohol test when, in the opinion of the Police Chief or his designee, there is sufficient cause for such testing, *i.e.*, reasonable individualized suspicion. Without limiting the foregoing, drug or alcohol testing may also be required at any time when an employee is involved in any work-related incident which has resulted in personal injury or property damage.

At the time of any urinalysis or other test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis or other test. If an employee tests positive in any such test, the test results shall be submitted to the Village for appropriate action.

Prohibition. Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Village, abuse of prescribed drugs, failure to report to the Police Chief any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of .01% or more), shall be grounds for immediate termination.

Section 8. Precedence of Agreement. If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance, Village Personnel Policies or Police Department Policies, Rules and Regulations which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 9. Application of Agreement to Task Force and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are voluntarily assigned to a Multi-Jurisdictional Task Force ("Task Force") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other

governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of the Task Force applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article IV (Hours of Work and Overtime) of this Agreement.

Section 10. Safety Committee. In order to promote safety the Village will maintain a Police Department Safety Accident Review Committee. The Police Department Safety Accident Review Committee will function as an advisory body. The Committee will consist of the Police Chief and/or his designee, human resources personnel and two bargaining unit employees (as selected by the Chapter). The Committee will, at the direction of the Police Chief, review motor vehicle accidents, equipment damage incidents, and work related injuries for purposes of determining accountability and avoidance.

Section 11. Family and Medical Leave Act. Leave under the Family and Medical Leave Act of 1993 ("FMLA") shall be in accordance with the Village FMLA policy, as set forth in the Village's Human Resources Manual, as the same may be changed from time to time by the Village for all non-bargaining unit employees. Before changing this policy, however, the Village will, when practical, provide thirty (30) calendar days advance written notice to bargaining unit members and the Chapter.

Section 12. Tuition Reimbursement. Subject to the provisions of this Section, a regular full-time, non-probationary employee may be eligible for participation in the Tuition Reimbursement Program provided that whatever degree or course being sought by the employee is job-related and that the employee has completed one (1) year of continuous full-time service with the Village prior to the start of the course. The term "course", as used herein, pertains to a credit hour course offered by an accredited college or university that is part of an undergraduate or graduate program of study. Initial approval must be obtained from the Police Chief, with final approval required by the Village Manager. Criteria for Village approval will include the employee's performance record, the need for the training and the requirements and needs of the Village.

The Village shall reimburse for up to two (2) courses per term (*i.e.* quarter or semester), with a maximum of four (4) courses per Village fiscal year, up to a maximum of \$550 for tuition and books per course. Reimbursement will be made upon presentation of an itemized school receipt and an official grade report showing completion of the course with a grade of 'C' or better for undergraduate courses and a grade of 'B' or better in graduate courses. All classes must be approved in advance of the class beginning and if it is a Pass/Fail class (undergraduate course only), it must be approved as such.

The Village shall require all employees approved to participate in the program to agree to an obligation of continued employment for one (1) year after the completion of a course. Voluntary termination of employment prior to six (6) months after completion of a course will require repayment of fifty percent (50%) of the full amount paid to the employee. Voluntary

termination of employment between six (6) months and one (1) year after completion of a course will require repayment of twenty-five percent (25%) of the full amount paid to the employee.

The Village's share of the cost for approved tuition reimbursement shall be limited to those programs and courses where other governmental or tax-supported assistance is not available. Examples of such assistance are grants-in-aid, partial scholarships and G.I. tuition benefits.

The schedule of courses selected must not interfere with the employee's normally assigned working hours. Time off with pay will not be allowed for an employee to attend courses in connection with the Tuition Reimbursement Program. No meal or transportation allowance shall be given.

Participation in the Tuition Reimbursement Program shall require the following:

- (a) Employee must have completed one (1) full year of continuous full-time service with the Village prior to the start of the course.
- (b) The employee must go to the supervisor in advance of the budget preparation process to request the funds be included in the budget of the following fiscal year.
- (c) Employee shall submit a completed application form prior to enrollment in the course to the Police Chief. (Form can be obtained from the Village's Human Resources Office.)
- (d) If approved, the Police Chief shall forward the request to the Village Manager for final approval or denial.
- (e) Notice of final approval shall be sent to the employee and the Police Chief with a copy to the Village Manager. Provided an application is submitted sufficiently in advance, the Village will make every effort to advise the employee as to whether the application is approved or denied prior to the start of the course.
- (f) Upon completion of the course, the employee will submit a copy of the itemized school receipt, the official grade report and a claim voucher to the Police Chief. This is to be signed and forwarded to the Village Manager.
- (g) After review and approval by the Village Manager, vouchers will be forwarded to the Finance Department and reimbursement will be made to the employee within approximately thirty (30) days.

Section 13. Residency. All police officers hired on or after June 1, 2002, must reside within a 20 mile radius of the Village of Montgomery Civic Center Campus, at the corner of Rt. 30 and Griffin Drive.

Section 14. Impasse Resolution. The resolution of any bargaining impasse in connection with negotiations for a successor collective bargaining agreement shall be in

accordance with the provisions of Section 14 of the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

Section 15. Removal of Discipline. Upon an employee's written request to the Chief of Police or designee, a coaching/counseling notice received by an employee will be removed from an employee's personnel file if there has been no further like discipline issued to the employee within twelve (12) months of receipt of the coaching/counseling.

ARTICLE XIV BOARD OF FIRE AND POLICE COMMISSIONERS

Except as provided in this Agreement, the parties recognize that the Village Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners of the Village of Montgomery.

ARTICLE XV EMPLOYEE RIGHTS

Section 1. Right of Representation.

- (a) Before conducting an investigatory interview which may reasonably be expected to result in disciplinary action against the employee being questioned, that employee may request that a Chapter representative be present. It is recognized that an employee may not insist that a particular representative be present.
- (b) If the employee requests a Chapter representative, the Village shall either suspend the investigatory interview until a Chapter representative can be present or advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Village may act on the basis of information obtained from other sources).
- (c) It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the Chapter representative is to act as a silent witness for the employee only. The Village retains the right to insist on hearing the employee's own account of the matter under investigation uninterrupted by the Chapter representative.
- (d) This Section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions, training, employee evaluations or needed corrections of work techniques. Nor does this Section apply to meetings at which discipline is simply administered.

Section 2. Personnel Records. An employee shall be provided with access to his or her personnel record in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILCS 40/0.01.

ARTICLE XVI OUTSIDE EMPLOYMENT

Any police officer seeking to engage in outside or secondary employment shall make written application to the Chief of Police 'Request for Outside Employment' form. Such requests may not exceed twenty-four (24) hours of part-time employment per week, and must be in conformity with Police Department rules and regulations, and provided that outside employment worked during vacation periods will not be counted towards the 24 hour limitation. In addition, any such outside employment must not create a conflict of interest; bring the Village into disrepute; result in outside work during an employee's work shift; involve the use of Village equipment, supplies or facilities; or adversely impact the employee's ability to do the job for the Village.

The Police Chief, after reviewing the request, shall notify the employee of the decision and forward a copy of the request to the Village Manager indicating whether the request was approved or denied.

The Police Chief may, at any time, require verification that an employee is complying with the maximum number of hours allowed per week. Any violations shall result in the immediate loss of permission for part-time employment and be cause for disciplinary action.

If injury occurs at the second job, the Village shall not be responsible for any liability (workers comp or otherwise), nor shall paid sick leave be used.

ARTICLE XVII DEPARTMENT RULES

Employees shall be required to comply with all rules and regulations, policies and procedures of the Village and/or the Police Department, provided such are not in direct conflict with the terms of this Agreement. In the event there is a dispute as to whether a rule, regulation, policy or procedure is in conflict with the terms of this Agreement, it is agreed that the employees will comply with the rule, regulation, policy or procedure when so ordered by supervisor and any dispute over the matter will be resolved through the grievance procedure.

ARTICLE XVIII SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence

good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this Agreement.

ARTICLE XIX
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

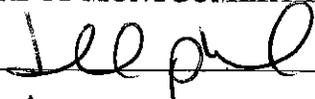
The Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XX
DURATION AND TERM OF AGREEMENT**

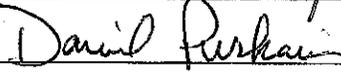
Section 1. Termination in 2020. This Agreement shall be effective at the time of its execution, and shall remain in full force and effect until midnight April 30, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

VILLAGE OF MONTGOMERY ILLINOIS

By: 
10-31-16
Date

**METROPOLITAN ALLIANCE OF POLICE
MONTGOMERY POLICE CHAPTER #333**

By: 
By: 
10/19/16
Date

**ARTICLE XX
DURATION AND TERM OF AGREEMENT**

Section 1. Termination in 2020. This Agreement shall be effective at the time of its execution, and shall remain in full force and effect until midnight April 30, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

VILLAGE OF MONTGOMERY ILLINOIS

By: _____

Date

**METROPOLITAN ALLIANCE OF POLICE
MONTGOMERY POLICE CHAPTER #333**

By: *K. K. S.*

By: _____

 10/15/16
Date

APPENDIX A

CANINE OFFICER AGREEMENT

The canine officer shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

- Exercise
- Grooming
- Feeding (one meal)
- Training
- Veterinarian routine checkups and shots
- Procuring food and supplies

The officer shall be allowed four (4) hours off per week, with pay, for the following at-home outside work activities with his/her assigned canine:

1. Cleaning the canine's kennel or other place where the canine is kept and cleaning up after the canine.
2. Feeding (one meal on on-duty days--2 meals on off-duty days)
3. Exercise on off-duty days
4. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceed the four (4) hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week.

Officer

Date

Chief of Police

Date

**APPENDIX B
WAGE SCALE**

Effective Date	Entry/Start	A	B	C	D	E	F	Max
Current	55,180	57,661	60,256	62,968	65,802	68,763	72,889	77,262
Effective 5/1/16 2.25% Retroactive to 5/1/16 for officers on the payroll at the time of ratification.	56,430 (27.13 / hr)	58,947 (28.34 / hr)	61,610 (29.62 / hr)	64,376 (30.95 / hr)	67,288 (32.35 / hr)	70,304 (33.80 / hr)	74,526 (35.83 / hr)	79,019 (37.99 / hr)
Effective 5/1/17 2.25%	57,699 (27.74 / hr)	60,278 (28.98 / hr)	63,003 (30.29 / hr)	65,832 (31.65 / hr)	68,806 (33.08 / hr)	71,885 (34.56 / hr)	76,211 (36.64 / hr)	80,787 (38.84 / hr)
Effective 5/1/18 2.25%	58,989 (28.36 / hr)	61,630 (29.63 / hr)	64,418 (30.97 / hr)	67,309 (32.36 / hr)	70,346 (33.82 / hr)	73,507 (35.34 / hr)	77,917 (37.46 / hr)	82,597 (39.71 / hr)
Effective 5/1/19 2.0%	60,174 (28.93 / hr)	62,858 (30.22 / hr)	65,707 (31.59 / hr)	68,661 (33.01 / hr)	71,760 (34.50 / hr)	74,984 (36.05 / hr)	79,477 (38.21 / hr)	84,240 (40.50 / hr)

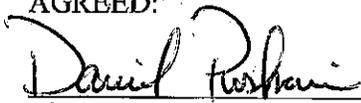
Note: Straight time hourly rates shall be determined by dividing an employee's salary by 2,080.

SIDE LETTER

This is a side letter to the 2016-2020 collective bargaining agreement between the Village of Montgomery (hereinafter referred to as the "Village" or the "Employer") and the Metropolitan Alliance of Police, Montgomery Police Chapter 333 (hereinafter referred to as the "Chapter"). The parties hereby agree as follows:

1. This side letter applies to officers assigned to patrol, and excludes police officers assigned to investigations, the canine officers and community policing officers.
2. Before making annual shift assignments for the next calendar year, each non-probationary officer may submit his or her shift assignment preference to the Chief of Police or his designee. Shifts shall rotate during such period approximately every ninety (90) days, and the officer should indicate his preference for all four (4) shifts during the year. An officer may request the opportunity to work the same shift (days, afternoons or midnights) four (4) times in a row during the year.
3. When making shift assignments for the one-year period starting February 1, 2012, the Chief will give significant consideration to officer preferences, based upon their relative law enforcement experience, with the understanding that the final right to make shift assignments, and change such assignments during the year, shall rest with the Chief of Police or his designee.
4. The parties further agree that any unexpected problems or difficulties with the foregoing process should be discussed between the Village and the Chapter during a labor management meeting under Article V of the collective bargaining agreement. Before continuing the foregoing process for the ensuing year, the parties will meet and review work schedules and shift bidding in such a labor management meeting, as well.
5. This Side Letter shall not be considered part of the collective bargaining agreement between the parties.

AGREED:


Chapter

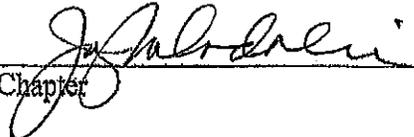

Village

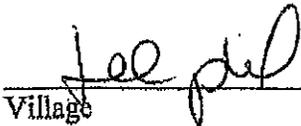
SIDE LETTER

This is a side letter to the 2013-2016 collective bargaining agreement between the Village of Montgomery (hereinafter referred to as the "Village" or the "Employer") and the Metropolitan Alliance of Police, Montgomery Police Chapter 333 (hereinafter referred to as the "Chapter"). The parties hereby agree as follows:

1. Assignment of OIC duties is subject to Article IX, Section 4 of the Agreement.
2. Patrol officers must meet certain eligibility criteria for OIC assignments. Criteria for eligibility includes all of the following:
 - a. Officers must request the OIC assignment in writing;
 - b. Officers must have (5) years of cumulative police experience (subject to the limited exceptions stated below);
 - c. Officers must have completed OIC formal training; and
 - d. Other additional factors as mutually agreed to.
3. If a shift has no officer working with the five (5) years of cumulative police experience, but meets the other eligibility requirements, then the OIC shall be the most senior member working that shift.
4. An officer's shift will not be changed in any manner to fill an OIC position.
5. Eligible officers shall be given a reasonable opportunity to complete all eligibility requirements at the expense of the Village.
6. The OIC shall be designated before the start of each shift or during roll call.
7. An OIC eligibility roster will be developed and OIC assignments will be rotated.
8. This Side Letter of Agreement shall be subject to the grievance procedure described in the collective bargaining agreement.

AGREED:


Chapter


Village



**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: October 27, 2016

B of T Date: November 14, 2016

Subject: Resolution 2016-015 Authorizing the Execution of an Intergovernmental Agreement between the Village of Oswego, the United City of Yorkville and the Village of Montgomery for the Sharing of Certain Public Works Services

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

Background/Policy Implications:

The attached Resolution authorizes the execution of an intergovernmental agreement between the Village of Oswego, the United City of Yorkville, and the Village of Montgomery that would provide for the sharing of certain public works services. Specifically, the agreement would allow for the sharing of services to the roadways such as mowing, sweeping, snowplowing, jetting, leaf collection and any other such maintenance as may be deemed necessary by each community's respective Director of Public Works.

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

Review:

Village Administrator Jeff Zoepfel

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



RESOLUTION NO. 2016-015

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OSWEGO, THE UNITED CITY OF YORKVILLE, AND THE VILLAGE OF MONTGOMERY FOR THE SHARING OF CERTAIN PUBLIC WORKS SERVICES

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

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the Village of Oswego, the United City of Yorkville, and the Village (collectively “Communities”) have determined that upon review of their roadways and the adjacent areas under each of their respective jurisdictions, that the Communities would be better served by sharing certain public works related services, and accordingly, seek to enter into an intergovernmental agreement regarding the same; and,

WHEREAS, the Village has determined that entering into such an agreement would allow for a more efficient and effective use of services and would be in the best interest of the health, safety, and welfare of its residents.

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

(1) That attached hereto and incorporated herein by reference as **Exhibit A** is an *Intergovernmental Agreement for the Sharing of Services between the Village of Oswego, Kendall and Will Counties, Illinois, the United City of Yorkville, Kendall County, Illinois, and the Village of Montgomery, Kane and Kendall Counties, Illinois*. The Village President and Village Clerk are hereby authorized to execute said agreement on behalf of the Village and to take any and all such further actions as are necessary to fulfill the terms of said agreement.

(2) That if any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect the remaining provisions of the Resolution.

(3) That this Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

(4) That the foregoing recitals are hereby incorporated into this Agreement in their entirety.

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:

Penny FitzPatrick,
Village 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	___	___	___	___

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT FOR THE SHARING OF SERVICES BETWEEN
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS,
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AND THE VILLAGE
OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (*the “Agreement”*) by and between the Village of Oswego, Kendall and Will Counties, Illinois (“*Oswego*”) a municipal corporation of the State of Illinois, the United City of Yorkville, Kendall County, Illinois (“*Yorkville*”) a municipal corporation of the State of Illinois, and the Village of Montgomery, Kane and Kendall Counties, Illinois (“*Montgomery*”), a municipal corporation of the State of Illinois, (sometimes collectively referred to as the “*Communities*” or “*Parties*” or individually as “*Community*” or “*Party*”) entered into this ____ day of _____, 2016.

W I T N E S S E T H:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the Communities of Oswego, Yorkville, and Montgomery have reviewed the roadways and adjacent areas under each of their respective jurisdictions and have determined that the citizens and taxpayers of the each of the Communities would be better served if daily maintenance of the Roadways be performed by the Public Works Department that is located and best equipped to perform certain tasks, thereby saving time and resources and permitting immediate attention as deemed necessary; and,

WHEREAS, the essential goal is that the Communities cooperate with one another for the sharing of services to the Roadways such as mowing, sweeping, snowplowing, jetting, leaf

EXHIBIT A

collection and such maintenance as deemed necessary to improve the use and safety thereof thereby reducing the time and cost associated with said services, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings hereafter set forth, the Communities agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The Communities hereby designate their respective Directors of Public Works (with Oswego's Director of Public Works herein after referred to individually as "ODPW," Yorkville's Director of Public Works hereinafter referred to individually as "YDPW," and Montgomery's Director of Public Works hereinafter individually referred to as "MDPW") to coordinate with one another on an "as needed" basis, with regard to the services required to the Roadways such as mowing, snowplowing, jetting, leaf collection or such other maintenance as deemed necessary to improve the use and safety thereof and jointly determine which Community's public works employees are better able to provide the needed service. The ODPW YDPW, and MDPW shall agree and advise each other of the date and time such services are to be provided. In the event that none of the Communities are able to assist at any given time, all services to the Roadways shall be the responsibility of the Community having jurisdiction over the Roadways. In other words, this Agreement does not reduce, eliminate or transfer the responsibility of each Community to repair and maintain the Roadways within their respective jurisdictions.

Section 3. Except when a Community invokes the provisions of Illinois Public Works Mutual Aid Network Agreement, no Community shall charge another Community any fee for any of the services provided to areas outside its boundaries but within the boundaries of that Community.

EXHIBIT A

Section 4. The Communities shall each defend, with counsel of the named Community's own choosing, indemnify and hold harmless the other Communities, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other Communities, their present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the services to be performed by the other parties under this Agreement.

Section 5. Nothing in this Agreement shall be deemed to change or alter the jurisdiction of the Communities in any respect, including, their respective powers and duties.

Section 6. This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government as the Parties hereto.

Section 7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

EXHIBIT A

Section 8. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the Village of Oswego: Director of Public Works
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

With a copy to: David Silverman
Mahoney, Silverman and Cross
822 Infantry Drive, Suite 100
Joliet, Illinois 60435

If to the City of Yorkville: Director of Public Works
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

With a copy to : Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

If to the Village of Montgomery: Director of Public Works
Village of Montgomery
200 N. River Street
Montgomery, Illinois 60538

With a copy to: Laura M. Julien
Mickey, Wilson, Weiler, Renzi & Andersson, P.C.
2111 Plum Street, Suite 201
Aurora, Illinois 60506

Or any such other person, counsel or address as any Party hereto shall specify pursuant to this Section from time to time.

Section 9. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

EXHIBIT A

Section 10. This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the Parties and may not be further modified except in writing acknowledged by each Party.

Section 11. Nothing contained in this Agreement, nor any act of any of the respective Communities pursuant to this Agreement, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Communities. Further, nothing in this Agreement should be interpreted to give any Community control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 12. When performing pursuant to the terms of this Agreement, the Communities intend that any injuries to their respective employees shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the Communities and their respective employees, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the employee making such a claim.

Section 13. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the Communities at the addresses set forth herein. Before starting inspections hereunder, the

EXHIBIT A

Parties shall obtain the following insurance at a minimum: (a) Worker's Compensation, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. No Party waives its immunities or defenses, whether statutory nor common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 14. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, and may be renewed upon agreement of the Parties in writing; provided however, any Party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other Parties. In such a case, this Agreement shall remain in full force and effect as to and between the remaining Parties.

Section 15. This Agreement may be amended only with written consent of all Parties hereto.

Section 16. Oswego, Yorkville, and Montgomery each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, Kendall County,
Illinois, a municipal corporation

By: _____
Mayor

Attest:

City Clerk

Village of Oswego, Kendall and Will
Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk

Village of Montgomery, Kane and Kendall
Counties, Illinois, a municipal corporation

By: _____
Village President

Attest:

Village Clerk



**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 November 9, 2016

B of T Date: November 14, 2016

Subject: Ordinance 1755 Amending the Village of Montgomery Village Code, Chapter 16 ½, Section 16 ½-6 (E) (Charitable Games Act)

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

Background/Policy Implications:

The attached ordinance is to amend the current Village code to allow charitable games to be conducted, as long as they are properly licensed under State law. This is in response to a request from the VFW to conduct Texas Hold 'Em tournaments.

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. 1755

**AN ORDINANCE AMENDING THE VILLAGE OF MONTGOMERY
VILLAGE CODE, CHAPTER 16 ½, SECTION 16 ½ -6 (E)
(CHARITABLE GAMES ACT)
OF THE VILLAGE OF MONTGOMERY, 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. 1755

**AN ORDINANCE AMENDING THE VILLAGE OF MONTGOMERY
VILLAGE CODE, CHAPTER 16 ½, SECTION 16 ½ -6(E)
(CHARITABLE GAMES ACT)
OF THE VILLAGE OF MONTGOMERY, 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 (“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, pursuant to said powers, the Village’s Board of Trustees has enacted an ordinance regulating Charitable Games within the Village; and,

WHEREAS, the Village’s Board of Trustees finds that it is in the best interests of the Village’s residents to update and amend the Village of Montgomery Village Code, Chapter 16 ½, Section 16 ½ - 6 (e), as it pertains to the Charitable Games.

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

SECTION ONE:

Chapter 16 ½, Section 6, Subsection (e) is hereby amended to read as follows:

Sec. 16 ½ -6 (e)

Conduct generally. Nothing in the chapter shall be construed to authorize the conducting or operating of any gambling scheme, enterprise, activity or device other than raffles as provided by state law. Nothing in this chapter shall prohibit any activity conducted pursuant to the Illinois Charitable Games Act 230 ILCS 30/1 *et seq.* Any such activity under the Illinois Charitable Games Act, when properly licensed under state law, shall be permitted.

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:

Penny Fitzpatrick
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: October 27, 2016

B of T Date: November 14, 2016

Subject: 2016 Tax Levy

Submitted By: Justin VanVooren, Director of Finance

Background /Policy Implications:

State statute requires that the Village announce its estimated and proposed 2016 property tax levy at least 20 days prior to the passage of the tax levy ordinance. The tax levy ordinance is scheduled for approval on December 12, 2016, in advance of the December 27, 2016 filing deadline.

Staff recommends that the Village Board announce an estimated and proposed levy of \$2,183,644. The estimated property taxes, including new construction, are \$34,297 above the 2015 extension amount of \$2,149,347, while the cap under the Property Tax Extension Limitation Law for 2016 is 0.7%.

Attached are 10-year trends of equalized assessed value (EAV), tax levy extension, and tax rates. In addition, staff has included 2 spreadsheets used to calculate the tax levy and an estimate of the increase for each type of existing property.

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
Property Tax Levy 10 Year History**

Equalized Assessed Value				
Levy Year	Kane	Kendall	Total	Change
2006	201,946,862	205,272,490	407,219,352	28.60%
2007	218,053,858	253,019,806	471,073,664	15.68%
2008	232,064,445	276,253,159	508,317,604	7.91%
2009	227,275,938	285,192,754	512,468,692	0.82%
2010	212,767,415	257,479,363	470,246,778	-8.24%
2011	184,524,864	237,066,057	421,590,921	-10.35%
2012	170,262,149	218,310,913	388,573,062	-7.83%
2013	155,206,856	207,673,690	362,880,546	-6.61%
2014	152,460,509	206,023,906	358,484,415	-1.21%
2015	158,678,413	211,690,327	370,368,740	3.32%

Tax Levy				
Levy Year	Kane	Kendall	Total	Change
2006	886,603	657,671	1,544,274	20.32%
2007	810,700	913,517	1,724,217	11.65%
2008	831,177	1,012,614	1,843,791	6.93%
2009	836,224	1,044,518	1,880,742	2.00%
2010	883,598	1,068,988	1,952,586	3.82%
2011	875,528	1,123,950	1,999,478	2.40%
2012	902,779	1,156,782	2,059,561	3.00%
2013	888,410	1,207,965	2,096,375	1.79%
2014	894,723	1,221,467	2,116,190	0.95%
2015	907,342	1,226,997	2,134,339	0.86%

Tax Rate				
Levy Year	Kane	Kendall	Weighted	Change
2006	0.439028	0.439000	0.439014	15.74%
2007	0.372741	0.366000	0.369120	-15.92%
2008	0.359022	0.363400	0.361401	-2.09%
2009	0.368516	0.366350	0.367311	1.64%
2010	0.415431	0.415620	0.415534	13.13%
2011	0.474679	0.474630	0.474651	14.23%
2012	0.530522	0.530530	0.530526	11.77%
2013	0.572640	0.582420	0.578237	8.99%
2014	0.588940	0.593670	0.591658	2.32%
2015	0.578687	0.580380	0.579655	-2.03%

**Village of Montgomery
2016 Tax Levy Estimate**

Estimated Limiting Rate Calculation

Total EAV (Estimated off of 9/22/16 Kane County report)	397,037,775
New Property	3,499,650
Prior year extension	2,149,347
Annexation EAV	-
Tax Cap %	0.7%
Limiting rate	0.54998

Corporate	980,997	0.247079
IMRF	231,199	0.058231
Police Pension	467,933	0.117856
Liability Insurance	272,316	0.068587
Social Security	231,199	0.058231
	<u>2,183,644</u>	<u>0.549984</u>
	<u>34,297</u>	<u>1.60%</u>

Village of Montgomery
Property Tax Estimates - LY2016

	Kane - 2015 Rate Setting Actual EAV		Kendall - 2015 Rate Setting Actual EAV		Total - 2015 Rate Setting Actual EAV		Total - 2015 Extension
Farm	417,234	0.27%	180,852	0.09%	598,086	0.16%	3,491
Residential	98,338,791	62.72%	176,394,904	83.44%	274,733,695	74.61%	1,603,717
Commercial	15,564,174	9.93%	32,053,647	15.16%	47,617,821	12.93%	277,962
Industrial	41,358,775	26.38%	2,773,279	1.31%	44,132,054	11.99%	257,614
Railroad	1,114,199	0.71%	10,056	0.00%	1,124,255	0.31%	6,563
	<u>156,793,173</u>		<u>211,412,738</u>		<u>368,205,911</u>		<u>2,149,347</u>
	42.58%		57.42%				

Prior Year Extension	2,149,347
PTELL (0.7%)	15,045
New Property	19,252
Total Levy	<u>2,183,644</u>

	Kane - 2016 Estimated EAV		Kendall - 2016 EAV Based on Kane		Total - 2016 Estimated EAV		Existing Parcels 2016 Taxes	
Farm	393,172		195,013		588,185	0.15%	22	
Residential	108,549,910		190,207,267		298,757,177	75.25%	11,321	1.89
Commercial	16,778,275		34,563,564		51,341,839	12.93%	1,946	
Industrial	42,240,664		2,990,437		45,231,101	11.39%	1,714	15.12
Railroad	1,108,628		10,844		1,119,472	0.28%	42	
	<u>169,070,649</u>		<u>227,967,125</u>		<u>397,037,774</u>		<u>15,045</u>	

INTRODUCTION

The Village of Montgomery, through the Public Works Department, strives to provide cost-effective, efficient, and meaningful municipal services to its residents and business owners. The following “Snow Removal and Ice Control Plan” has been developed to plan, manage, and document a purposeful, positive strategy for providing the most effective method of municipal snow and ice removal to those we serve.

MISSION

The Village of Montgomery Public Works Department’s mission is to:

- Provide safe and accessible passage on Village streets for emergency and non-emergency uses, residential, business, and school traffic.
- Provide safe and accessible pedestrian access to public buildings throughout the winter season.
- Minimize the time periods when the roadway system has reduced or no accessibility because of snow and ice events.
- Arterial and secondary streets should be returned to their pre-storm condition within 8 hours of the storm’s ending. Cul-de-sacs and dead-ends will be opened and made passable through the storm; however final clean-up will be secondary to heavier traveled streets. When conditions allow the final clean-up of cul-de-sacs may fall on the following business day.

ANNUAL REVIEW PROCEDURE

To maintain the relevance of this document, it is necessary to provide for annual plan review and an analysis of the plan’s effectiveness. Each spring the Public Works Management Team will meet to discuss the prior season’s snow and ice control efforts, to identify and quantify plan deficiencies, to develop plan revisions for addressing those deficiencies, and to discuss equipment and staffing recommendations necessary to implement the following year’s plan.

Upon completion of these tasks, the Director of Public Works will make written recommendations to the Village Administrator and Village Board, including plan revisions and additions, equipment and staffing needs, and suggested Capital Improvement Plan projects as necessary. A revised “Snow Removal and Ice Control Plan” will be issued by November 1, annually, for use during the upcoming winter season. The team will consist of the Director of Public Works, Streets Supervisor, Utilities Supervisor, and Fleet Mechanic where appropriate. Comments on the effectiveness of the Plan and recommendations for changes to the Plan will be solicited from other departments for inclusion in discussions and revisions to the plan.

SAFETY POLICY

During efforts to successfully implement the Plan and effectively clear snow and ice from Village roadways, it is critical that the work be done safely. Safe work practices will reduce the risks of personal injury to staff and residents, and physical damage to equipment and infrastructure. The following items discuss safety procedures as they relate to snow removal and ice control operations.

- A. Personal Protective Equipment (PPE) – Staff should maintain all PPE in good working condition. During plowing and salting operations, drivers will have all necessary PPE with them, including but not limited to safety vests and cold-weather gear (hats, gloves, boots, etc.). High visibility safety vests must be worn at any time a driver is outside of the truck.

- B. Drug and Alcohol Policy – The Village of Montgomery maintains a strict policy prohibiting the use of, or being under the influence of illegal drugs and/or alcohol while on duty. Operation of any equipment while under the influence of drugs or alcohol is grounds for dismissal.
- C. Work Shifts and Allotted Break periods – During work shifts of less than 7 ½ hours, whether regular or overtime, employees are entitled to one 15-minute break.

Work Shift Length	Allowable Break Periods
Less than 7.5 hours	(1) 15-minute break period
At least 7.5 hours	Above plus (1) 30-minute meal period no later than 5 hours into shift
7.5 to 8.5 hours	Above, plus second 15-minute break
More than 8.5 hours	Repeat on same intervals as above

For work shifts of more than 7 ½ hours, employees shall receive one 15 – minute break prior to the meal period, one 30-minute meal period, and one 15-minute break after the meal period. Employees should use these break periods as opportunities to stretch, get some fresh air, eat or drink, and to generally refresh themselves. For purposes of managing a storm response, it is best when all drivers break at the same time, this allows for better communication of which techniques are successful and where problem areas are, for instance areas of heavy drifting. Break times will be coordinated and communicated with staff by the supervisor managing the storm. Typically break times are concurrent with the heaviest traffic volumes (rush-hour), this reduces the potential for accidents and significantly increases efficiency as the drivers are on break during a time when they may otherwise be stuck in traffic. Lastly, this break strategy allows trucks to reload with salt more safely and efficiently, as one equipment operator can load the trucks as they pull past the salt shed. Additionally, trucks leaving the Public Works Department can partner with other trucks headed in the same direction to clear the primary streets in a tandem fashion. For example, two trucks heading west can work together to clear Aucutt Road, two more on Baseline Road, while two headed east can clear Webster, Mill, and Montgomery Roads.

Equipment Condition – It is critical to the success of the Plan that snow plowing and ice control equipment be in good working condition during each use. At the beginning of each 8 hour shift, employees shall complete the entire “Truck Safety Check” report card (Attachment 1). Additionally, operators need to report any deficiencies on their plow report form for immediate attention by the fleet mechanic.

- D. Operator Awareness – During plowing and salting operations, the following operational guidelines shall be followed:
 1. Obey all traffic laws.
 2. Plow at a slow, safe speed, usually less than 25 mph. The type of street, amount of traffic and the depth of the snow will dictate the proper speed.
 3. Use extra caution at intersections. Be alert to stop/yield conditions and do not assume that cross traffic will yield to you.
 4. Always use the headlights, strobe lights, etc. - make the vehicle visible.
 5. Keep the windshield and windows free of snow and ice.
 6. Periodically look back and see if the streets are being plowed and de-iced properly. If something looks wrong, pull over and check the equipment.
 7. Be ready to stop or turn at any time in the event of sliding or fishtailing cars.
 8. Be alert for stalled or parked cars, cars backing out of driveways, children playing on snow piles, and people walking in the street.

9. DO NOT attempt to push or pull a private vehicle physically or with a truck or loader, instead help them call for assistance.
10. DO NOT plow private property, including plowing out the ends of driveways.
11. When finished plowing the assigned zone, call in for reassignment.
12. If you become extremely tired and sleepy, try stretching or getting some fresh air. Additionally, notify the supervisor on duty.
13. DO NOT operate any equipment while under the influence of drugs or alcohol.
14. Call in cars parked on the street to Kencom, once per shift. Please try to provide the exact location, make & model of the vehicle, as well as the license plate number.
15. Call in all accidents and disabled motorists to Kencom.
16. DO NOT intentionally push or pack snow against parked cars.
17. DO NOT intentionally plow snow onto sidewalks.
18. Slow down - DO NOT hit pedestrians with flying snow.
19. Be courteous to all motorists and DO NOT get into a verbal disagreement with anyone.
20. DO NOT use private property to turn around unless directed to do so by the Supervisor.
21. Plow carefully near mailboxes try to avoid damaging them.

COMMUNICATIONS

All Village of Montgomery Public Works employees have been assigned cellular telephones for use in completing work assignments. Employees shall carry the telephones during snow and ice removal operations and shall use them as the primary method of communication with each other and Kencom as necessary during snow and ice events.

To improve employee safety, Public Works staff shall work cooperatively to monitor the status of employees during snow removal and ice control operations. At the beginning of each shift, or whenever employees start or end their assignment, employees shall identify which employees are on-duty. At the end of a shift, two employees must always leave together. This helps us confirm that everyone has returned safely.

SNOW REMOVAL AND ICE CONTROL PLAN

1. Goal

It is the goal of the Montgomery Public Works Department to provide snow removal and ice control services that are prioritized as follows:

1. **Emergency Equipment accessibility:** The first priority is to maintain accessibility to all streets in the Village for emergency vehicles. Accessibility is defined as snow removal to a depth sufficient to allow reasonable passage by emergency vehicles when said vehicles are operated properly.
2. **During the Snow Event** - Maintain open lanes on Village streets for residential and commercial traffic: The second priority is to maintain open lanes throughout the village for reasonable vehicular passage across the largest area possible during each snow event. This shall be accomplished using a street priority system as follows:
 - a. Maintain Two-Pass open lanes on Primary streets
 - b. Maintain One-Pass open lane on Secondary streets
 - c. Maintain One-Pass open lanes on Minor streets
 - d. Provide access to Village buildings
 - e. Maintain One-Pass open lane in cul-de-sacs

- f. Maintain Two-Pass open lanes on Secondary streets
 - g. Provide full-width, clear lanes on Primary streets
 - h. Provide full-width, clear lanes on Secondary streets
3. **After the Snow Event** – Snow removal efforts shall transition from maintaining open lanes on Village streets to the complete clearing of snow and ice from pavements. This shall be done as follows:
- a. Provide a minimum of one open lane on all village streets
 - b. Confirm full-width, clear lanes on Primary streets.
 - c. Provide roadway access to public buildings and school sites.
 - d. Confirm full-width, clear lanes on Secondary streets.
 - e. Provide full-width, clear lanes on Minor streets.
 - f. Provide full-width, clean-up of cul-de-sacs
 - g. Push snow piles back from street corners throughout village.
 - h. Complete snow removal at Village buildings

2. Resources

1. Equipment

The Village of Montgomery has the following equipment available for snow removal and ice control operations:

- 203-2003 GMC 2500HD 4X4 8ft plow (Back-up)
- 227- 2012 Ford 550 4X4 dump / 9ft plow, spreader
- 231- 2013 INTERNATIONAL 7400 4X2 /10ft plow, spreader, prewet system
- 242- 2015 INTERNATIONAL 7400 4X2 /10ft plow, spreader, prewet system
- 243- 2015 GMC 2500HD 4X4, 8ft plow
- 252- 2015 GMC 2500HD 4X4, 9ft plow
- 261- 2006 GMC 2500HD 4X4 9ft plow
- 262- 2006 GMC 2500HD 4X4 9ft plow (4 door)
- 265- 2016 INTERNATIONAL 7400 4X2 /10ft plow, spreader, prewet system
- 266- 2016 INTERNATIONAL 7400 6X4/2-12ft plow's, spreader, prewet system
- 267- 2016 FORD 550 4X4 / 10ft V plow, tailgate spreader
- 268- 2016 GMC 2500HD / 9FT plow
- 269- 2016 GMC 2500HD / 9FT plow
- 272- 2007 INTERNATIONAL 7400 4X2 /10ft plow, spreader, prewet system
- 273-2017 PETERBILT 6X4 / 12ft plow, spreader, prewet system
- 282- 2008 INTERNATIONAL 7400 4X2 /10ft plow, spreader, prewet system
- 283- 2008 INTERNATIONAL 7400 4X2 /10ft plow, spreader, prewet system
- 322- 2005 Case 590SN back-hoe
- 343- 2014 Bobcat Skid-Steer /8ft pusher, snow blower, broom
- 370- 2007 Case 590SM back-hoe
- 372- 2007 Bobcat Toolcat /V-plow, (see 343 for more attachments)
- 378- 2017 JOHN DEER 544K loader, 12ft plow

2. Salt

The Village's primary salt storage building can store up to 1,500 tons of road salt, with an auxiliary storage facility that can store up to 900 additional tons. The village has opted to extend our contract with Compass Minerals America, Inc. through the Illinois State Department of Central Management Services for 860 tons of salt at \$65.39/ton for the 2016-2017 season. The Public Works Department has approximately 2600 unused tons of salt remaining in storage from the 2014 through-2016 seasons.

The Village also has open-air storage bins for storing sand which can be used during icing conditions. While not recommended, abrasives like sand may be used with or without salt for improving traction on roadways, during a salt shortage.

3. 23.3% NaCl Brine (Salt Brine)

The Public Works Department has a brine making set-up where they can make salt brine from delivered rock salt. This salt brine is extremely effective as a pre-wetting agent applied to salt at the spinner, or as an anti-icing agent applied directly to the road before or during an event. Salt brine improves the effectiveness of rock salt, and can significantly reduce the volume of salt needed to combat a snow and ice event. Typically, 1 ton of rock salt can produce between 800-1000 gallons of salt brine. Brine can be applied at a rate of 10 gallons per ton at the spinner, or 60 gallons per lane mile if applied directly to the road.

4. BEET-HEET Concentrate (BHC is an intelligently designed manufactured deicer/anti-icing agent)

BEET HEET concentrate is an organic based, corrosion inhibited, liquid de-icer containing a highly refined carbohydrate concentrate, two exothermic chlorides and two non-exothermic chlorides. BEET HEET Concentrate is a ready-to-use salt prewetting agent, and can also be blended with low cost 23.3% NaCl brine to create a lower cost, high performance, salt pre-wetting agent or direct application deicer/anti-icer. This is the first season Montgomery has used BEET HEET or a similar product, however Director Hoppenstedt has used BEET HEET for many years in other communities with extremely positive success. Additionally, while Beet HEET contains chlorides, it is extremely effective in reducing our dependence on rock salt, liquid calcium chloride, and our over-all application of environmentally damaging chlorides.

5. Liquid Calcium Chloride

The Village maintains approximately 1000-gallons of liquid calcium chloride storage in poly tanks with pumping system that has historically been used to pre-wet salt loads. In temperatures between -10 to +20 degrees F, liquid calcium chloride is used to improve the effectiveness of the road salt. It is applied directly to the salt as it is discharged from the truck using an on-board salt pre-wetting system. Use of salt or liquid calcium chloride is discontinued as temperatures fall below -20 degrees F as they both lose their ability to work effectively as temperatures drop. In many cases if temperatures drop below zero degrees F for an extended period, the best solution is to let roads become snow packed. They use of deicers at that point would be extremely costly, and melting would lead to refreezing conditions such as black ice. Studies show that letting snow pack sit on the road causes traffic to slow down, which in turn can improve safety and reduce accidents.

6. Staffing

Montgomery Public Works Department has a full-time staff of fifteen and one part-time employee available for snow removal and ice control duties, when scheduling allows. The fifteen employees are made up of our street division, mechanic, buildings technician, three water operators, and even the director if needed. Therefore, at times there are six individuals who may be needed to run the water treatment plants, repair and service equipment, address any critical facility issues, or administer the department's many other commitments. Additionally, the nine remaining members of the street division perform additional tasks such as water meter reading, customer service calls, main break repair, etc.

Staff generally works a 40-hour workweek between the hours of 7:00 AM and 3:30 PM Monday through Friday. However, management reserves the right to begin the regular work day anytime between 5:00am and 9:00am Monday through Friday. This can require staff to start early when necessary, but can also require staff to start a little later if they need adequate rest after working a long night the day before. Snow and Ice control operations required outside of regular business hours are done on variable length shifts, with most staff generally called in during snow operations.

7. Command

Responsibility for all snow removal operations lies with the Streets Supervisor and Utilities Supervisor under the general direction of the Director of Public Works. One of these three individuals will be the supervisor in charge during any given storm. The Public Works Facility is located at 891 Knell Road and serves as the (unmanned) command center for all snow and ice removal operations. During most snow operations, the department utilizes all available bodies; therefore, snow command is often taking place while also operating a plow truck.

8. Weather Forecasting

The Village uses a subscription to DTN-Weather Sentry Online, a division of Schneider Electric for weather forecasting services. DTN provides the most complete winter snow and ice storm forecasts and warnings, specific for the Montgomery area. Additionally, we can monitor temperature changes on an hour-by-hour basis to effectively plan operations. The Director of Public Works manages the subscription account, receiving daily email weather alerts, text alerts as conditions begin to change beyond the parameters set by the Department, additionally Public Works and Police staff have 24/7 access to radar maps, the most up to date forecasts, and the ability to blog with a meteorologist to discuss conditions specific to Montgomery.

Throughout the season a copy of the forecast and communication of what we are anticipating will be communicated to the Public Works staff daily using a message board in the garage. Additionally, developing after-hours events may be pushed out to all Public Works staff via text message to help them prepare for what to expect. Lastly, all required staff for a given event will be called in for a specific start time or as soon as they can reasonably respond.

3. Procedure

1. General

Snow & Ice management are a year round priority for the Public Works staff, from reviewing and planning, to budgeting for equipment and deicing agents, to training staff and maintaining equipment.

As the season approaches, village snow removal and ice control procedures begin by monitoring weather forecasts to predict the likelihood of occurrence and arrival time of a snow or icing event. Once the time and magnitude of the event has been reasonably ascertained, the Streets and Utilities Supervisors at the direction of the Public Works Director will begin implementation of the Plan. Additionally, Montgomery Police Department staff will notify Public Works through the use of Kencom, when field conditions deteriorate to the point of requiring snow removal or ice control action.

When Public Works staff is on-duty, the Supervisor(s) will notify the staff in advance of probable plowing/salting duties and the anticipated time frame in which they may be required. Plowing and salting equipment will be prepared and ready for service in advance of the storm arrival. At the first signs of ice or snow accumulation, Supervisors will monitor conditions and assemble and dispatch the crew as necessary. Snow and ice control operations can respond to the furthest points in town and begin operations within approximately 30 minutes of dispatch from a public works supervisor.

When staff is off-duty, one of two scenarios will take place. For a reasonably predictable event, the Village efforts will be more aggressive and a crew will be scheduled to report to the Public Works Facility at a predetermined time to begin operations. Although this occasionally leads to crews arriving early, it greatly reduces the chance that employees will be delayed in responding by the storm event that they are trying to combat.

For snow and ice events that are not as accurately predicted, Village of Montgomery Police Department staff shall notify the KenCom Dispatcher who in turn will contact the On-Call Public Works employee(s). The On-Call employee will consult with the Public Work Director or his designee before contacting additional employees as needed. Public Works employees will have 15 minutes to answer, return, or otherwise respond to confirm their receipt of the call-in and their departure for work. If a Public Works employee does not respond within 30 minutes, the next employee on the call-in list will be contacted in their place. Response time will generally vary from 15 minutes to one hour depending on the magnitude of the event and the distance the on-call employee must travel. As with the On-Duty situations, snow removal equipment is mostly prepared in advance of the need and will be ready for quicker use upon the crew's arrival at the Public Works Facility.

All Public Works employees are assigned cellular telephones and are required to carry them always during snow season.

2. Pre-determined Crew Sizes

Snow removal and ice control operations will be accomplished using the required and available staff at the time of dispatch or throughout the storm. The use of pre-defined crew sizes works as a place to start, however changes in storm characteristics or other operational priorities such as the water treatment plant may require changes throughout any given storm. While there are four typical crew sizes, supervisors retain the discretion and

flexibility to adjust crew sizes as required and as conditions change to best serve the community and those doing business within our community.

- a. Spot Crew: One or two employees will be dispatched for discrete, specific spot icing and snow drift removal which is identified at particular locations such as bridge decks, certain areas of pavement (curves, hills, and intersections). The On-Call employee shall be the first to respond and shall request a second driver when necessary based on actual conditions and ability to treat the identified areas in less than two hours. If the On-Call employee feels that conditions warrant additional resources they should immediately consult with the Director or a Supervisor to best manage our response.
- b. Problem Area Crew: Three or more employees will be dispatched for Village-wide spot-icing conditions, snow drift removal, minor snow and ice events in which minor accumulations will not prohibit crew from meeting stated goals, and other minor storms. Spot snow accumulation of less than one-half inch per hour and/or spot icing at intermittent locations throughout the Village will be considered minor. Situations in which specific locations such as bridge decks, certain roadway sections, and hills have been identified as being hazardous and can be specifically targeted by snow removal and salting operations will be considered in this category. Under this scenario, each driver will be responsible for two, adjacent snow routes, generally 1&2, 3&4, 5&6, and 7 & “Buildings/Alleys” including any primary streets located within those routes. As drivers complete their routes they are expected to assist other drivers as needed.
- c. Full Crew (typical): All operational employees will be dispatched for moderate snow and ice events, which shall include continuous snow accumulation of 0.5 inches per hour, village-wide icing conditions, or any snow/ice event in which village-wide plowing and salting is required for two hours or more. It is expected that the crew of up to 15 will be capable of plowing all lane miles once within a 2-3 hour time frame. Each driver will be assigned to one of the seven primary snow routes. In a typical scenario most zones will have two trucks working in tandem. By working in tandem we improve efficiency, customer service, and safety. Village facilities will be routinely addressed by one of more employees as required throughout an operation.
- d. Split Crew: Seven or more employees will be dispatched for major ice and snow events in which a long duration forecast may threaten the completion of stated goals. An event forecasted to continuously impact the village for a period of 12+ hours will be considered long duration. The variable crew size allowed under this category will provide more flexible staffing options which will help balance the snow and ice removal efforts over longer periods. The Streets and Utilities Supervisors will determine the crew size in this instance, with consultation from the Director of Public Works. Consideration must be given to the length of time the event is expected to occur, so staff can remain safe and rested throughout the event.

During regular workday hours, staff will be assigned to plowing duties by the Streets Supervisor based on the overall work load and duties of that day. During overtime hours, the On-Call employee will be called in first, and all subsequent call-ins will be done in reverse order of accumulated overtime hours (per the bargaining agreement), after consulting with

the supervisor in charge. For less than five-person crew operations, a supervisor will not be required to be on-duty, however shall be available via phone to answer questions. In this scenario, the senior crewmember will be primarily responsible for plan implementation at the direction of the supervisor in charge. For all other crews, a Supervisor will be required to be a part of each crew and will be responsible for plan implementation. Supervisors will compliment plowing operations as necessary to accomplish this. Snow plowing and ice control shifts vary in length depending on timing, conditions, available man-power, and equipment. Conditions may require the implementation of shifts up to 16+ hours. During these less frequent events, the Director or his designee will make every reasonable effort to schedule sufficient rest periods into the operation to avoid driver fatigue.

3. Routes

Village streets have been divided into seven separate street routes and one Village properties/alleys route. The Village is divided into seven routes, each of which is assigned a route/zone number 1 through 7 respectively. A separate "Buildings Route" is designated to allow for the plowing of Village parking lots and grounds. It is expected that for most snow and ice events, the full crew staffing level will be implemented. For those instances, all available drivers will be utilized to provide the most efficient and safest response to our community.

The routes, which are shown in Appendix C, were selected based on road miles contained within the route, driving distance between the route and the Public Works Facility, and relative ease or difficulty of the plowing and ice control operations within the route. There are approximately 162 lane miles of plowed routes in the Montgomery Roadway system. Generally, the routes are as follows:

Zone #1: 1 includes the Lincoln Avenue and Sherman Avenue neighborhoods, Arbor Ridge subdivision, Douglas Road corridor, the Montgomery Road corridor, Parkview and Marveray subdivisions, and the Goodwin Drive corridor.

Zone #2: 2 contains the Aucutt Rd. corridor and industrial areas north of Aucutt Rd. as well as Old Town, Martin, Blackberry Heights, and Season's Ridge subdivisions and the Mill Street/Montgomery Road corridor. It extends generally from Orchard Road to Briarcliff Ave.

Zone #3: 3 extends from Blackberry Crossing subdivision to Albright Road, and includes Blackberry Crossing, Montgomery Crossing, and Saratoga Springs subdivisions, plus the Baseline Road corridor.

Zone #4: 4 includes Orchard Prairie North subdivision, Lakewood Creek subdivision, as well as the Montgomery Police Department.

Zone #5: 5 consists of Foxmoor, Fairfield Way, and Lakewood Creek West subdivisions.

Zone #6: 6 consists of Balmorea, Huntington Chase, and Blackberry Crossing West subdivisions.

Zone #7: 7 is composed of primary routes throughout the Village, including Douglas Road, Montgomery Road, Goodwin Drive, Mill Street, Aucutt Road, Baseline Road, Dickson Road, Gordon Road, Concord Drive, and Mayfield Drive.

Buildings & Alleys Route: Buildings includes the Village Hall, Police Department, Public Works Facility, and the Dickinson-Murst Farm, as well as alley ways in the older section of town. Established priorities and patterns for phased plowing and clearing operations at these sites will be followed. Snow and ice removal will be performed in stages per priority need; i.e. Stage One will generally be performed during the snow event and will include providing access to main entrances, providing a minimum of public parking and employee access, and adequate clearing to provide essential services. Stages Two and Three decrease in priority and expand the clearing to a point where each site is completely cleared. Due to the abundance of cars (both squad and personal vehicles) parked within the gated area of the Police Department; the department will implement an even/odd rotating parking schedule. For example; cars will be parked in a different half of the gated lot depending on calendar day. The half where cars are not parked will be cleared, and the other half may require additional attention the following day.

Route drivers will be responsible for making sure they have appropriate levels of fuel and salt before beginning their route, however they are given some latitude to leave their route for additional fuel, salt, or for a break whether scheduled or unscheduled. Otherwise drivers should stay in the assigned routes until plan goals have been met, if a driver completes the assigned routes, he must contact other drivers to aid in completing other routes. Snow and Ice control duties for roads which form a shared boundary between two routes shall be shared by the drivers for each route. Should the situation arise in which there are not enough drivers on duty to cover all routes, drivers shall divide the unassigned routes/areas in such a manner as to provide snow removal coverage to all areas of the village.

4. Snow and Ice Event Review

After control efforts for each snow and/or ice event, the Director, Streets Supervisor and Utilities Supervisor will meet to review and discuss staff adherence to the plan, how well the plan goals were met, overall plan effectiveness, and improvements or changes that should be implemented into the plan prior to the next event. As part of this review process, the "Truck Pre-Trip Inspection Checklist" will be reviewed, any notations for service will immediately be forwarded to the mechanic for scheduling before the next event. Due to the abundance of mechanical issues related to snow plowing some issues may have to be contracted out, or may sit while parts are obtained. The mechanic will do his best to keep up with the needs of the fleet, however due to the mechanic's involvement in the snow removal operation he will be tasked with ongoing prioritization through consultation with the Director and Supervisors.

5. Public Inquiries and Customer Service

During the snow and ice season, Public Works staff will respond to all public inquiries regarding the application and effectiveness of the plan. All inquiries will receive an initial response within one business day of the events completion. Even basic inquiries that can be answered immediately, shall be documented within the Public Works Department. Inquiries that require additional action in the field will be recorded on a work order form so that staff can insure that the follow-up is completed. When recording such inquiries, staff will record the caller's name, address, telephone number, and a written description of the concern. The Public Works Administrative Assistant will be primarily responsible for contacting callers with status updates, and the Streets Supervisor shall be primarily responsible for implementing field corrections, as necessary. All inquiry and resolution data will be transferred into the Department's Asset Management database. Using the

service call tracking capabilities, staff can accurately track and monitor the resolution of any outstanding snow removal issues, and can summarize all inquiries into a year-end report for the Director's review.

Appendix A: Village of Montgomery 2016/2017 Snow and Ice Control Drivers

Gary Beyer (Supervisor)	Jack Rosenstiel (Supervisor)
Ed Pfaff	Mike Murphy
Cory Kennedy	Allen Duncan (Mechanic)
Mark Wolf	Tom Sargis
Dan Yonan	Adam Hake
Dan Gier	Juan Perez (not yet licensed)
Scott Allegretti (not yet licensed)	Enrique Corral (part-time)
Todd Hoppenstedt (Director)	

Appendix B: Typical Zone & Truck Assignments

ZONE	EMPLOYEE	EMP #	TRUCK #
1	Dan Yonan	143	231
	Bryan Pittman	145	268
2	Jack Rosenstiel	120	242
	Allen Duncan	134	243
3	Cory Kennedy	127	266
	Juan Perez	146	262
4	Tom Sargis	142	272
	Dan Gier	125	269
5	Mark Wolf	139	282
	Adam Hake	136	261
6	Mike Murphy	129	283
	Scott Allegretti	147	267
Mains West Mains East	Gary Beyer	119	265
	Ed Pfaff	132	264
Facilities	Juan Perez	146	262
Village Hall, Police Dept., Murst Farm, Public Works			
N/A	Todd Hoppenstedt	111	252
Unassigned	ToolCat w/ V-Plow		372
	SkidSteer w/PushBox		243
	2012 Ford 550 4X4 dump / 9ft plow, spreader		227
	2003 GMC 2500HD 4X4 8ft plow		203
	2017 JOHN DEER 544K loader, 12ft plow		378
	Case Backhoe		322
	Case Backhoe		370

Appendix C: Snow Routes (10 Pages)



**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: November 8, 2016

B of T Date: November 14, 2016

Subject: Discussion of a Resolution Adopting a Policy with Regard to Expense and Travel Reimbursements

Submitted By: Justin VanVooren, Director of Finance

Background /Policy Implications:

The Local Government Travel Expense Control Act (P.A. 99-604) requires that all units of local government, except home rule units, establish formalized procedures for all staff and officials for the regulation and reimbursement of travel, meal, and lodging expenses. The new law places two new obligations on units of local government: (1) to adopt by ordinance or resolution a local policy on expense reimbursements and (2) to approve by roll call vote of the corporate authorities any expenses that exceed the maximum allowable reimbursement established by the local policy. The new law also prohibits any unit of local government from reimbursing entertainment expenses.

The policy must include, at a minimum:

1. The types of official business for which travel, meal, and lodging expenses are allowed.
2. The maximum allowable reimbursement for travel, meal, and lodging expenses.
3. A standardized form for submission of travel, meal and lodging expenses.

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. 2016-013

A Resolution Adopting a Policy with Regard to Expense and Travel Reimbursements Village of Montgomery, Kane and Kendall Counties, Illinois

WHEREAS, the Illinois Constitution, Article VI, Section 1(a), provides that public funds, property, or credit shall only be used for public purposes; and,

WHEREAS, the Local Government Travel Expense Control Act (P.A. 99-604) requires that certain public bodies, including non-home rule municipalities, establish formalized procedures for the regulation and reimbursement of travel, meal, and lodging expenses; and,

WHEREAS, the Village of Montgomery (“Village”), is an Illinois municipal corporation and a non-home rule unit of government under the Illinois Constitution, Article VII, Section 7, and accordingly, is a public body subject to these provisions; and,

WHEREAS, the Village of Montgomery Board of Trustees has determined that in accordance with these provisions and in the interest of the public health, safety, morals, and welfare of its residents, the Village shall adopt a policy with regard to expense and travel reimbursements.

NOW, THEREFORE, BE IT RESOLVED by the Village President and 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 Board hereby approves and adopts regulations governing travel and expense reimbursements, as are set forth in the attached **Exhibit A**, which shall be incorporated as though fully set forth herein.

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 28th day of November, 2016.

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

ATTEST:

Penny FitzPatrick, 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	___	___	___	___

Exhibit A

Travel and Expense Reimbursements Policy

Travel Policy

The purpose of this policy is to provide broad guidelines to officers and employees of the Village for incurring and reimbursing expenses connected with Village business in accordance with applicable regulations and sound business practices. This policy governs expenses incurred during Village travel, as well as expenses incurred locally in connection with Village business. Willful violation or abuse of this policy, including falsifying expense reports to reflect costs not actually incurred, may result in adverse action being taken pursuant to Village policies, rules, ordinances, and applicable State and Federal laws. Nothing in this policy shall preclude the Village of Montgomery from pursuing all available remedies.

General Guidelines

The Village will incur or reimburse expenses that are: 1) reasonable and necessary; 2) for a Village business purpose which serve in the best interest of the Village; and 3) documented, approved, and submitted properly. This policy applies to all expenses incurred for a Village purpose whether incurred locally or during Village travel.

Travel Authorization

A travel authorization request should be authorized in advance by a Department Head or the Village Administrator and submitted to the Finance Department ten (10) days prior to the travel period. If a travel advance is being requested, the request must also be properly authorized. After processing, the Finance Department will notify the appropriate department. A copy of this request will be attached to the Travel Expense Report when filing for reimbursement after travel has been completed.

For Village employees, attendance at authorized or required professional conferences, seminars, technical meetings and/or training programs will be considered part of an employee's normal duties and will be counted as hours worked. Authorization of travel and reimbursement will be based upon need, cost/benefit of travel, and availability of funds as determined by the Village. An officer or employee of the Village may request authorization to attend such an event at Village expense if it has been approved in the budget for the appropriate fiscal year. Otherwise, the Village Administrator or his/her designee must approve attendance at conferences or other special events not included in the budget. Once an officer or employee's travel plans have been approved, said individual is responsible for making their own travel arrangements.

Travel Costs

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives and subject to the provisions listed below will be reimbursed by the Village. Lodging, travel fares, meal allowances, and registrations may be paid by the Village, directly by the officer or employee, or by travel advance. Requests for travel advances will be made and submitted to the Finance Department no later than ten (10) day prior to date of travel. Minimum travel advance requests will in no case be allowed to exceed estimated travel expenses, excluding prepayments. The Village Administrator or his/her designee must approve all advances. Travel reimbursements shall not exceed the amounts set forth below. Notwithstanding the foregoing, an exception may be made in instances of emergency or other extraordinary circumstances, which shall be reviewed on a case-by-case basis.

Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare. The maximum reimbursement for train fare shall be 100% of the actual cost of the ticket and the maximum reimbursement for airfare shall be 100% of Best Economy Class Rate.
- Fares for shuttle or airport bus services, where available; costs of public transportation for other ground travel. The maximum reimbursement shall be 100% of the cost of the fare. A maximum reimbursement of 100% shall also be allowed for tolls along a direct route of travel.
- Taxi or limousine fares, only when there is no less expensive alternative. The maximum reimbursement shall be 100% of the cost of the fare.
- Mileage costs for use of personal cars, only when less expensive transportation is not available. The maximum reimbursement shall be at the rate established by the most recent Department of the Treasury, Internal Revenue Service's bulletin.
- Cost of conference hotel accommodations or standard accommodations in low to mid-priced hotels, motels, or similar lodgings. The maximum reimbursement shall be \$250.
- Cost of meals, subject to the limitations described below. The maximum reimbursement shall be at the Meals and Incidental Expenses Breakdown as published by the U.S. General Services Administration.
- Charges for telephone calls, fax, and similar services required for business purposes. The maximum reimbursement shall be 100% of the cost of the business expense incurred.
- If an overnight stay is required, a per diem reimbursement may be available. The maximum reimbursement shall be at the Maximum Per Diem Rates as published by the U.S. General Services Administration.

Guidelines – Transportation

Airfare or Train Fare

Actual coach fare substantiated by a receipt will be reimbursed in accordance with the maximum amounts established for travel costs as is established herein. First class travel will only be used in extraordinary circumstances and with prior approval of the Village Administrator or his/her designee. Penalties and charges resulting from the cancellation of airline or other travel reservations shall be the Village's obligation if the officer or employee's travel has been approved in advance of the cancellation or change is made at the direction and for the convenience of the Village. If the cancellation or change is made for the personal benefit of the officer or employee, it shall be the officer or employee's obligation to pay the penalties and charges. However, in the event of accidents, serious illness, or death within the officer or employee's immediate family or other critical circumstances beyond the control of the officer or employee, the Village will be obligated to pay the penalties and charges.

Vehicle Use

Vehicles from the Village fleet should be used whenever possible for local travel while on official Village business. When a vehicle from the Village fleet is not available or use is not practical, an officer or employee may use their own private vehicle for travel on Village business. Rental vehicles are to be used as a last resort. Use must be approved in advance by the Village Administrator or his/her designee and an itemized receipt is necessary for the reimbursement. The officer or employee must obey all laws of the jurisdiction in which the vehicle is being operated. If the officer or employee is involved in an accident while traveling on Village business, they must promptly report the incident to the Village Administrator and/or an employee's immediate supervisor, as the case may be. A minimal amount of personal use, such as driving the vehicle to and from dinner, may be allowed.

Mileage reimbursement rates shall be the maximum allowed for privately owned vehicles under the most recent Department of the Treasury, Internal Revenue Service's bulletin. Reimbursement for use of an officer or employee's private vehicle shall be at the rate established above, plus any toll charges, if the round trip does not exceed 250 miles or is within the State of Illinois. When an officer or employee chooses to drive their vehicle on a longer trip, reimbursement shall be limited to the fare for air travel, or the current rate per mile, whichever is lower. In such cases, no reimbursement shall be made for any hotel, meal, or other expense incurred en route, or for parking charges at the destination.

When two or more officers or employees travel in the same private vehicle, reimbursements shall be made only to the owner of the vehicle.

Guidelines – Lodging

Specific dates of lodging must be listed and substantiated by an itemized receipt from a commercial lodging establishment. Only charges for room and tax will be reimbursed, up to the maximum reimbursable rate as is set forth herein. Tips for room service, other hotel services, and additional personal expenses will not be reimbursable unless previously authorized by the Village Administrator or his/her designee. Employees or officials sharing a room with a non-Village individual (including family members) are responsible for reporting and requiring reimbursement

of lodging expenses at single occupancy rates.

Guidelines – Subsistence

Local Travel

An employee may be reimbursed for actual expenses incurred for lunch while they are away from the Village on official business during a normal work day before and after the lunch period, including attendance at meetings, conferences, or training seminars. Meal expenses for officers or employees may also be claimed if they are incurred for the purpose of advancing a Village business relationship, are within the bounds of good taste, moderation, and legal requirements, and are within reasonable limits. Reimbursement for meals shall be based on the actual cost of the meal plus a gratuity. A receipt listing the business purpose and those in attendance will be required for reimbursement of meal costs.

Overnight Travel

A per diem reimbursement is available when an overnight stay is required. The Domestic Maximum Per Diem Rates as published by the U.S. General Services Administration shall be followed. Receipts are not required for per diem expenditures.

Reimbursement Requests

Mileage Reports

Officers or employees who use a personal vehicle on a regular basis for trips in and around the Village in furtherance of Village business, or for one day trips where mileage is the only expense incurred, shall complete a mileage report. The date of the trip, nature of the business with destination, and miles traveled should be completed. Employee mileage reports shall be approved by a supervisor. All mileage reports for officers and employees shall be submitted to the Finance Department for review and reimbursement.

Expense Reports

Expense reports should be presented within thirty (30) days of travel completion. Reports should be accompanied by receipts for all individual expenses except those meals and incidentals covered by the per diem, parking fees less than \$2.00 per day, and reasonable baggage handling tips for porters at terminals and hotels. Employees who have questions pertaining to the submission of such reports should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursements for specific expenses, or any other business travel issues.

Entertainment Expenses

Entertainment expenses shall not be eligible for reimbursement. This prohibition includes, but is not limited to, the following: shows, amusements, theaters, circuses, sporting events, or any other

place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event which is being attended on behalf of the Village and in furtherance of Village business.

Travel Forms

Forms to be used in conjunction with requesting travel approval and reimbursement are attached to this policy as Exhibit A.

