

Matt Brolley, Village President
Debbie Buchanan, Village Clerk
Matt Bauman, Trustee
Ben Brzoska, Trustee
Dan Gier, Trustee
Steve Jungermann, Trustee
Doug Marecek, Trustee
Theresa Sperling, Trustee



Village Board Meeting
Monday, January 26, 2026
7:00P | Village Hall

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

PLEASE SEE THE END OF THIS AGENDA FOR INSTRUCTIONS ON SUBMITTING PUBLIC COMMENTS AND FOR VIEWING THE MEETING REMOTELY.

AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Members of the public are welcome to provide comments per the instructions at the end of this Agenda.

4. Public Participation

- A. Employee Awards 2025
- B. Public Comment

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

5. Consent Agenda

- A. Minutes of the January 12, 2026 Village Board Meeting
- B. Minutes of the December 8, 2025 Executive Session
- C. Accounts Payable Summary Report through January 26, 2026, in the Amount of \$1,125,002.99
- D. Refuse Report for December 2025
- E. Reappointments for Beautification Committee
- F. Appointment of Pete Wallers to the Planning and Zoning Commission

6. Items for Separate Action

- A. Ordinance 2163 Granting Special Use - Amerco Real Estate (Second Reading)
- B. Ordinance 2164 Approving Special Use - BM Motors (Second Reading)
- C. Resolution 2026-004 Approving a Letter of Intent with the Williams Group for the Redevelopment of Village-Owned Property
- D. IGA with Kane County regarding Access and Improvements to Orchard Road between Jericho Road and U.S. Route 30
- E. PSA for 2026 Watermain Improvement Project (S. River Street) – Construction Engineering

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

7. **Items for Discussion**

- A. Discussion on Code Amendments related to Vehicle Impact Protection
- B. Overnight & Winter Parking Analysis

8. **New or Unfinished Business**

9. **Future Meeting Schedule**

- A. Planning & Zoning – Thursday, February 5, 2026
- B. Village Board Meeting – Monday, February 9, 2026

10. **Executive Session**

11. **Adjournment**

INSTRUCTIONS FOR REMOTE VIEWING AND PUBLIC COMMENTS

The Village of Montgomery will hold its regularly scheduled Board Meeting on Monday, January 26th, 2026, 7:00P. The meeting will be available via Zoom, and Village Hall also will be open for people to attend in person.

The meeting will be streamed live through Zoom's webinar service at the link below:

<https://us02web.zoom.us/j/87535891768?pwd=anJEdkRCdTV5cjBFRUdoUi9oayt5dz09>

Passcode: 268220

Those wanting to participate in the Public Comments portion of the meeting have three options:

- People attending the meeting in person or via Zoom may speak during Public Comments.
- If not attending the meeting, please email your comments to Village Administrator, Jeff Zoephel at zoephel@montgomeryil.org; or
- Call (331) 212-9002 and leave a voicemail with your comments.

Please email or phone in your comments prior to the start of the meeting at 7:00P. Comments received will be read during the Public Comments portion of the meeting.

Remote participation by the public will continue to be available until further notice.

If you have any questions about this agenda, please contact our Village Administrator zoephel@montgomeryil.org.



**Village Board Meeting Minutes
January 12, 2026
200 N. River Street, Montgomery, IL, 60538**

- I. In the absence of President Brolley, President Pro Tem Sperling called the meeting to order at 7:00 p.m. followed by the Pledge of Allegiance.

II. **Roll Call**

Trustee Matt Bauman	Yes	Trustee Steve Jungermann	Yea
Trustee Ben Brzoska	Yea	Trustee Doug Marecek	Yea
Trustee Dan Gier	Yea	Trustee Theresa Sperling	Yea
Village Clerk Debbie Buchanan	Yea	President Matt Brolley	Absent

Also present: Village Administrator Jeff Zoephel, Assistant Administrator Meghan Ostreko, Attorney Brandy Quance, Engineer Chris Ott, Director of Community Development Sonya Abt, Director of Public Works Mark Wolf, Director of Finance Chris Minick, Chief of Police Phil Smith, Communications Manager Kristina Nemetz, Manager Patrick Burke, and guests.

III. **Public Participation**

A. **Swearing In of Officer Isaiah Rodriguez** – Chief of Police Phil Smith introduced Isaiah Rodriguez, who was one of the first Community Service Officers hired. He has completed police officer training and was sworn in as a Police Officer by President Pro Tem Sperling.

B. **Merry & Bright Festival of Trees Awards** – Rosie Boeing reviewed this year's Festival of Trees and thanked all participants. 2025 winners were: 3rd place Lakewood Creek Girl Scout Troop 212; 2nd place Montgomery Countryside Fire Protection District; 1st Place Orchard Road Animal Hospital. The Chamber Choice award for outdoor tree went to CASA of Kendall County.

C. **Public Comment** – None.

IV. **Consent Agenda**

- A. Minutes of the December 8, 2025 Village Board Meeting
- B. Accounts Payable Summary Report for December 31, 2025 & January 12, 2026
- C. CD Monthly Report for December 2025
- D. Refuse Report for November 2025
- E. Water Production Report for December 2025
- F. Resolution 2026-001 Authorizing the Release of the Bond (Karis Center for Commerce)
- G. Resolution 2026-002 Authorizing the Release of the Bond for 321-323 Clinton
- H. Resolution 2026-003 Approving a Plat of Vacation and Grant of Easement (Wintrust)

Trustee Brzoska moved to approve Items A-H of the Consent Agenda, seconded by Trustee Bauman.

6 Yea. 0 No. Motion carried. Trustee Brzoska, Trustee Gier, Trustee Sperling, Trustee Bauman, Trustee Jungermann and Trustee Marecek voting yea.

V. **Items for Separate Action**

- A. DuPage Water Commission - West Metering Station Easement Agreement (Galena Road)

Engineer Ott said as part of the ongoing transition to Lake Michigan water, the DuPage Water Commission needs to construct a metering station to meter the water being delivered to the Village. This will be built on land owned by the Village, so the Village needs to grant them an easement on each site.

Trustee Jungermann **moved to approve DuPage Water Commission - West Metering Station Easement Agreement (Galena Road)**, seconded by Trustee Brzoska.

6 Yea. 0 No. Motion carried. Trustee Jungermann, Trustee Marecek, Trustee Brzoska, Trustee Gier, Trustee Sperling and Trustee Bauman voting yea.

B. DuPage Water Commission - East Metering Station Easement Agreement (Hill Avenue)

Engineer Ott explained this is similar to Item A, except that this site requires an access easement as well.

Trustee Gier **moved to approve DuPage Water Commission - East Metering Station Easement Agreement (Hill Avenue)**, seconded by Trustee Marecek.

5 Yea. 1 No. Motion carried. Trustee Marecek, Trustee Brzoska, Trustee Gier, Trustee Sperling and Trustee Bauman voting yea. Trustee Jungermann voting no. Trustee Jungermann explained that he voted no because he doesn't like the location of this site as it impedes the homes near there.

C. Ordinance 2162 Amending Code - 9ers Grill Liquor License Decrease Class "G" (Waiver of First and Passage on Second Reading)

Administrator Zoephel stated that 9ers Grill determined that their amount of liquor sales didn't justify the expense of having a liquor license, so they opted not to renew their license for 2026. The number of available liquor licenses is being reduced accordingly.

Trustee Jungermann **moved to approve Ordinance 2162 Amending Code - 9ers Grill Liquor License Decrease Class "G" (Waiver of First and Passage on Second Reading)**, seconded by Trustee Brzoska.

6 Yea. 0 No. Motion carried. Trustee Jungermann, Trustee Marecek, Trustee Brzoska, Trustee Gier, Trustee Sperling and Trustee Bauman voting yea.

D. Recommendation of the Planning and Zoning Commission on PZC 2025-020; Amerco Real Estate – Special Use for Self-Service Storage

Director Abt reviewed this request to use the storefront next to Dollar Tree as an indoor self-storage facility. Trustee Gier noted the ordinance says it permits outdoor storage of materials; Director Abt said that will be removed for Second Reading. Trustee Sperling asked about size and was told it is 18,489 sf. Trustee Sperling asked about marketing efforts and was told they have tried to market the space for retail use, but there has been little interest. There are two vacancies in addition to this one. Trustee Jungermann noted U-Haul had agreed to use only the space on the far south and to aggressively market the empty spaces for retail uses. He is concerned that if U-Haul keeps filling in the northern spaces it will become more desolate for businesses to move into that area.

Trustee Marecek **moved to approve Recommendation of the Planning and Zoning Commission on PZC 2025-020; Amerco Real Estate – Special Use for Self-Service Storage**, seconded by Trustee Jungermann.

6 Yea. 0 No. Motion carried. Trustee Marecek, Trustee Brzoska, Trustee Gier, Trustee Sperling, Trustee Bauman and Trustee Jungermann voting yea.

E. Ordinance 2163 Granting Special Use - Amerco Real Estate (First Reading)

F. Recommendation of the Planning and Zoning Commission on PZC 2025-030; BM Motors – Special Use for Motor Vehicle Sales

Director Abt said this request pertains to the location behind Dunkin Donuts. They currently have a location in Joliet and intend to occupy a couple of units behind Dunkin Donuts and park a maximum of 30 vehicles for sale on the site. She noted there is no frontage on a public road and no plans for additional lighting at this time. Trustee Sperling asked and the petitioner stated deliveries of vehicles would take place in front of the building about once a week. In response to Trustee Jungermann's questions, the petitioner said the cars are marketed online, but the actual sales are usually made in person.

Trustee Marecek moved to approve Recommendation of the Planning and Zoning Commission on PZC 2025-030; BM Motors – Special Use for Motor Vehicle Sales, seconded by Trustee Brzoska.

6 Yea. 0 No. Motion carried. Trustee Marecek, Trustee Brzoska, Trustee Gier, Trustee Sperling, Trustee Bauman and Trustee Jungermann voting yea.

G. Ordinance 2164 Approving Special Use – BM Motors (First Reading)

H. TIF #2 Rebate

Director Minick explained that the Village annually rebates incremental revenue generated to taxing districts in the TIF District. For levy year 2024, the Orchard Road TIF generated over \$2 million in incremental revenue with a proposed rebate amount of \$660,053. The Village would retain the remainder for use in the TIF District on authorized projects. Trustee Gier asked about a breakdown to the various districts, but Director Minick explained that it depends on property valuations and will be determined by the Country Treasurer.

Trustee Gier moved to approve TIF #2 Rebate and waive the 14-day period, seconded by Trustee Marecek.

6 Yea. 0 No. Motion carried. Trustee Gier, Trustee Sperling, Trustee Bauman, Trustee Jungermann, Trustee Marecek and Trustee Brzoska voting yea.

I. Ordinance 2165 Authorizing the Issuance of Waterworks Revenue Bonds of the Village of Montgomery, Kane and Kendall Counties, Illinois, in an Aggregate Principal Amount Not to Exceed \$3,905,000, For the Purpose of Improving the Waterworks System of the Village (Waiver of First and Passage on Second Reading)

Director Minick said this ordinance would authorize the issuance of bonds for water infrastructure improvements through the State's low-interest loan program. The funds would be used towards replacing watermain in the downtown area. The interest rate is currently 1.62%. If the Village doesn't get the loan, the Village would defer the projects and reapply during the next funding cycle.

Trustee Gier moved to approve Ordinance 2165 Authorizing the Issuance of Waterworks Revenue Bonds of the Village of Montgomery, Kane and Kendall Counties, Illinois, in an Aggregate Principal Amount Not to Exceed \$3,905,000, For the Purpose of Improving the Waterworks System of the Village (Waiver of First and Passage on Second Reading), seconded by Trustee Bauman.

6 Yea. 0 No. Motion carried. Trustee Gier, Trustee Sperling, Trustee Bauman, Trustee Jungermann, Trustee Marecek and Trustee Brzoska voting yea.

J. Ordinance 2166 authorizing the issuance of Waterworks Revenue Bonds of the Village of Montgomery, Kane and Kendall Counties, Illinois, in an aggregate principal amount not to exceed

\$35,000,000 or, in lieu thereof, General Obligation Bonds (Alternate Revenue Source) in an aggregate principal amount not to exceed \$35,000,000 for the purpose of paying the costs of improving the waterworks system of the Village, to pay other costs related to the improvement of the System, and to pay interim financing costs related to such improvements and related costs.

(Waiver of First and Passage on Second Reading)

Director Minick said these are general obligation bonds for up to \$35 million to be used for water system improvements and refinancing other bonds previously obtained for short-term financing of the WaterLink project

Trustee Jungermann moved to approve Ordinance 2166 authorizing the issuance of Waterworks Revenue Bonds of the Village of Montgomery, Kane and Kendall Counties, Illinois, in an aggregate principal amount not to exceed \$35,000,000 or, in lieu thereof, General Obligation Bonds (Alternate Revenue Source) in an aggregate principal amount not to exceed \$35,000,000 for the purpose of paying the costs of improving the waterworks system of the Village, to pay other costs related to the improvement of the System, and to pay interim financing costs related to such improvements and related costs. (Waiver of First and Passage on Second Reading).

seconded by Trustee Gier.

6 Yea. 0 No. Motion carried. Trustee Jungermann, Trustee Marecek, Trustee Brzoska, Trustee Gier, Trustee Sperling and Trustee Bauman voting yea.

VI. Items for Discussion

VII. New or Unfinished Business

Trustee Brzoska thanked everyone for participating in the holiday decorations contest; 103 houses received awards. Trustee Marecek thanked the Police Department and sponsors of Shop with a Cop and said it was a spectacular event.

Trustee Sperling asked Director Abt about a change in food trucks on Douglas Road. Director Abt said the owner of the hot dog truck sold it to a new person. It has been repainted with new signage, but is not operating. The new owner is aware he needs to apply for a license in order to operate. Trustee Sperling asked for an update on bollards in front of businesses and Administrator Zoephel said that will be discussed on January 26th. She also asked about plans to recognize the 250th anniversary of our country, and Manager Nemetz said she will provide an update at Intergovernmental Committee on January 26th.

VIII. Future Meeting Schedule

- A. Committee of the Whole - Tuesday, January 20, 2026 (Canceled)
- B. Intergovernmental Committee Meeting - January 26, 2026, at 6P
- C. Village Board Meeting - January 26, 2026

IX. Executive Session

Trustee Jungermann made a motion to adjourn the meeting, seconded by Trustee Brzoska.

6 Yea. 0 No. Motion carried. Trustee Jungermann, Trustee Marecek, Trustee Brzoska, Trustee Gier, Trustee Sperling and Trustee Bauman voting yea.

X. **Adjournment:** 7:46 p.m.

Respectfully Submitted,

Debbie Buchanan
Village Clerk



ACCOUNTS PAYABLE SUMMARY

January 26, 2026

Village Expenditures	\$ 809,425.81
----------------------	---------------

Net Payroll	\$ 210,758.74
-------------	---------------

Payroll Liability Exp	\$ 104,818.44
-----------------------	---------------

Total Expenditures	\$1,125,002.99
--------------------	----------------



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
VENDOR NAME: 1ST AYD CORPORATION				
PSI841706	WASH BAY SUPPLIES	01/07/2026	110-1530-5304301	446.47
1ST AYD CORPORATION VENDOR TOTAL:				446.47
VENDOR NAME: 360 HAZARDOUS CLEANUP, LLC				
1752	PRISONER CLEAN UP	01/08/2026	110-1430-5506301	175.00
360 HAZARDOUS CLEANUP, LLC VENDOR TOTAL:				175.00
VENDOR NAME: A BEEP, LLC				
136388	PORTABLE RADIO REPAIR	11/13/2025	110-1410-5304203	774.70
A BEEP, LLC VENDOR TOTAL:				774.70
VENDOR NAME: AEREX PEST CONTROL				
2658494	PEST CNTRL-PD	12/22/2025	110-1540-5304103	56.00
2659606	PEST CNTRL-VH	01/06/2026	110-1540-5304102	131.00
2659605	PEST CNTRL-WTP	01/06/2026	210-5020-5304102	105.00
AEREX PEST CONTROL VENDOR TOTAL:				292.00
VENDOR NAME: ALARM DETECTION SYSTEMS, INC				
SI-641956	FOB CASE-PD	12/08/2025	110-1540-5304103	650.45
242745-1008	991 ALARM-FEB-APR	01/11/2026	110-1540-5304102	4,514.16
45466-1040	VH ALARM FEB-APR	01/11/2026	110-1540-5304102	2,537.34
199029-1007	W8/W14/891 ALARM FEB-APR	01/11/2026	210-5020-5304102	4,477.59
ALARM DETECTION SYSTEMS, INC VENDOR TOTAL:				12,179.54
VENDOR NAME: ANTHONY HULL				
UNIFORM-1	UNIFORM SUPPLIES	01/06/2026	110-1430-5102301	245.98
ANTHONY HULL VENDOR TOTAL:				245.98
VENDOR NAME: APWA				
000902722	DUES	09/19/2025	110-1510-5405905	409.50
000902722	DUES	09/19/2025	110-1520-5405905	204.75
000902722	DUES	09/19/2025	110-1560-5405905	204.75
APWA VENDOR TOTAL:				819.00
VENDOR NAME: AURORA TRUCK CENTER				
256850	FRONT SPRINGS-242	12/23/2025	110-1530-5304301	2,546.98
AURORA TRUCK CENTER VENDOR TOTAL:				2,546.98
VENDOR NAME: AXON ENTERPRISE, INC				
INUS410658	TASER YR 3 OF 5	01/01/2026	110-1430-5506504	9,253.54



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
AXON ENTERPRISE, INC VENDOR TOTAL:				9,253.54
VENDOR NAME: BONNELL INDUSTRIES, INC.				
0225071-IN	PLOW PARTS	12/19/2025	110-1530-5304301	2,580.14
BONNELL INDUSTRIES, INC. VENDOR TOTAL:				2,580.14
VENDOR NAME: C.E.S. (CITY ELECTRIC SUPPLY)				
MTG083896	SAWZALL	12/18/2025	110-1560-5506005	428.00
MTG084360	SEARCH LIGHT	01/13/2026	110-1520-5506005	119.00
MTG084298	TOOLS	01/12/2026	110-1550-5304603	388.97
MTG083954	WM TOOLS	12/22/2025	210-5020-5304706	598.98
MTG083956	BATTERIES	12/22/2025	210-5020-5506101	478.00
MTG083955	BATTERIES	12/22/2025	110-1520-5506005	265.98
C.E.S. (CITY ELECTRIC SUPPLY) VENDOR TOTAL:				2,278.93
VENDOR NAME: CAMIC JOHNSON, LTD.				
251	ADMIN TOW HEARING	12/26/2025	110-1610-5203106	116.67
CAMIC JOHNSON, LTD. VENDOR TOTAL:				116.67
VENDOR NAME: CANON FINANCIAL SERVICES				
42534772	CD-PLOTTER 12/20-01/19	01/14/2026	110-1310-5304901	323.83
CANON FINANCIAL SERVICES VENDOR TOTAL:				323.83
VENDOR NAME: CDW GOVERNMENT				
AH52R3W	APC BACKUP	01/09/2026	110-1440-5506315	113.70
AH5ZD1Q	POE SWITCH	01/09/2026	110-1440-5506315	238.17
CDW GOVERNMENT VENDOR TOTAL:				351.87
VENDOR NAME: CITY LIMITS SYSTEMS, INC.				
14239	WASH BAY SOAPS	01/08/2026	110-1530-5304301	991.10
CITY LIMITS SYSTEMS, INC. VENDOR TOTAL:				991.10
VENDOR NAME: COFFMAN TRUCK SALES, INC.				
745092	SAFETY-252	01/12/2026	110-1530-5304301	40.00
745249	SAFETY-2201	01/12/2026	110-1530-5304301	40.00
741245	WESTERN CABLE-278	12/29/2025	110-1530-5304301	277.08
741557	WESTERN CABLE-278	12/30/2025	110-1530-5304301	252.44
741585	THERMOSTAT-274	12/30/2025	110-1530-5304301	86.17
735005	PLOW FRAME-278	12/23/2025	110-1530-5304301	541.06
COFFMAN TRUCK SALES, INC. VENDOR TOTAL:				1,236.75
VENDOR NAME: COMED				
0345948000-12/25	WEST WT 12/05-01/08	01/09/2026	210-5020-5304001	165.87



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
3227823000-12/25	1601 COMMERCE 12/05-01/08	01/09/2026	110-1520-5304001	34.89
3390745111-12/25	HRSMN TRL 12/03-01/06	01/07/2026	210-5020-5304001	126.63
4313955000-12/25	1 N MILL 12/04-01/07	01/08/2026	110-1520-5304001	75.23
5175044111-12/25	CHRG STN 12/03-01/06	01/06/2026	110-1540-5304001	172.24
7687542222-12/25	WELL 11 12/04-01/07	01/08/2026	210-5020-5304001	345.59
7932673000-12/25	121 N RIVER 12/03-01/06	01/07/2026	110-1520-5304001	57.54
9102050100-12/25	WELL 8 12/05-01/08	01/09/2026	210-5020-5304001	4,857.60
9161208000-12/25	WELL 4 &12 12/05-01/08	01/09/2026	210-5020-5304001	12,931.39
9625741222-12/25	RT30 LS 12/04-01/07	01/08/2026	210-5020-5304001	59.15
9743991705-12/25	220 CLINTON 12/03-01/06	01/06/2026	110-1520-5304001	73.64
COMED VENDOR TOTAL:				18,899.77
VENDOR NAME: CORE & MAIN LP				
Y348768	1.5" OMNI	01/08/2026	210-5020-5506210	1,279.19
CORE & MAIN LP VENDOR TOTAL:				1,279.19
VENDOR NAME: DEKANE EQUIPMENT CORPORATION				
IA04712	CHAINS	12/23/2025	110-1560-5304202	133.36
DEKANE EQUIPMENT CORPORATION VENDOR TOTAL:				133.36
VENDOR NAME: EMMA PETRELLA				
123025	TOBACCO COMPLIANCE ASSIST 12/30/25	12/31/2025	110-1440-5506002	50.00
EMMA PETRELLA VENDOR TOTAL:				50.00
VENDOR NAME: FEECE OIL COMPANY				
839480	UNL 12/10-12/29/25	01/03/2026	110-1530-5506103	4,170.16
839480	UNL 12/10-12/29/25	01/03/2026	110-1530-5506104	140.68
838330	DSL 12/10-12/29/25	01/03/2026	110-1530-5506103	1,585.95
838330	DSL 12/10-12/29/25	01/03/2026	110-1530-5506104	652.88
FEECE OIL COMPANY VENDOR TOTAL:				6,549.67
VENDOR NAME: FIRST ENVIRONMENTAL LABORATORIES				
196480	FLUORIDE & TSS-JAN	01/12/2026	210-5020-5405908	46.00
196235	TSS-DEC	12/23/2025	210-5020-5405908	20.00
196347	FLUORIDE-DEC	01/02/2026	210-5020-5405908	26.00
FIRST ENVIRONMENTAL LABORATORIES VENDOR TOTAL:				92.00
VENDOR NAME: FIRST NATIONAL BANK				
112-7916042-6168247A	AMAZON RETURN	12/12/2025	210-5020-5506204	(8.99)
112-7916042-6168247	AMAZON RETURN	12/13/2025	210-5020-5506204	(4.59)
102713018	BISSELL REFUND TAX	11/18/2025	110-1540-5304103	(3.09)
114-5996852-2726610	AMAZON CREDIT-DEFECTIVE	11/21/2025	110-1210-5506001	(21.99)
112025	MAC TOOLS CREDIT	11/13/2025	110-1530-5506005	(51.95)
111325	MAC TOOLS CREDIT	11/13/2025	110-1530-5304301	(149.99)
02-13922-62012	EBAY RETURN	12/02/2025	110-1530-5304301	(99.95)



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
202524	NAPA CORE DEPOSIT CREDIT	12/04/2025	110-1530-5304301	(18.00)
202774	NAPA RETURN, CORE DEPOSIT CREDIT (2)	12/05/2025	110-1530-5304301	(95.05)
202774	NAPA RETURN, CORE DEPOSIT CREDIT (2)	12/05/2025	110-1530-5304301	(36.00)
204014	NAPA RETURN, CORE DEPOSIT CREDIT	12/15/2025	110-1530-5304301	(135.17)
204014	NAPA RETURN, CORE DEPOSIT CREDIT	12/15/2025	110-1530-5304301	(18.00)
202026	NAPA RETURN, CORE DEPOSIT CREDIT	12/01/2025	110-1530-5304301	(18.00)
202026	NAPA RETURN, CORE DEPOSIT CREDIT	12/01/2025	110-1530-5304301	(22.31)
B1101064664	BAND SAW BLADES DIRECT REFUND TAX	12/02/2025	110-1530-5304301	(18.23)
FIRST NATIONAL BANK VENDOR TOTAL:				-701.31
VENDOR NAME: FOX METRO WATER RECLAMATION DISTR				
011626	INSPECTIONS 12/19/25	01/16/2026	110-1320-5203604	35.00
011626	INSPECTIONS 12/19/25	01/16/2026	110-1320-5203604	35.00
FOX METRO WATER RECLAMATION DISTR VENDOR TOTAL:				70.00
VENDOR NAME: FOX VALLEY CCDD				
487	SPOILS	12/31/2025	210-5020-5304708	1,080.00
FOX VALLEY CCDD VENDOR TOTAL:				1,080.00
VENDOR NAME: GINA E GALANIS				
UNIFORM-4	UNIFORM SUPPLIES	12/09/2025	110-1440-5102301	80.94
GINA E GALANIS VENDOR TOTAL:				80.94
VENDOR NAME: HENNESSY'S RIVER VIEW FORD				
45721	WINDOW SWITCH-201	01/05/2026	110-1530-5304301	130.32
45700	WIPER BLADES	01/02/2026	110-1530-5304301	335.60
HENNESSY'S RIVER VIEW FORD VENDOR TOTAL:				465.92
VENDOR NAME: HIGH STAR TRAFFIC				
18117	DETOUR SIGNS	12/31/2025	110-1520-5506202	781.50
HIGH STAR TRAFFIC VENDOR TOTAL:				781.50
VENDOR NAME: IL DIRECTOR OF EMPLOYMENT SECURITY				
123125	4Q 2025 STATE UNEMPLOYMENT	12/31/2025	110-1560-5102006	202.80
123125	4Q 2025 STATE UNEMPLOYMENT	12/31/2025	110-1420-5102006	193.43
123125	4Q 2025 STATE UNEMPLOYMENT	12/31/2025	110-1430-5102006	368.57
IL DIRECTOR OF EMPLOYMENT SECURITY VENDOR TOTAL:				764.80
VENDOR NAME: ILLINOIS DEPT OF AGRICULTURE				
08951351	TRUCK SCALES X 4	01/15/2026	110-1430-5304202	1,200.00
ILLINOIS DEPT OF AGRICULTURE VENDOR TOTAL:				1,200.00
VENDOR NAME: ILLINOIS SECTION AWWA				



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
200102156	CLASS C/D	11/26/2025	210-5020-5102202	309.00
ILLINOIS SECTION AWWA VENDOR TOTAL:				309.00
VENDOR NAME: J&S CONSTRUCTION SEWER & WATER, INC				
PAY EST 7 WMR-BH	2025 WATER MAIN REPLC (CONT B)	01/09/2026	211-0000-2001103	(52,919.22)
PAY EST 7 WMR-BH	2025 WATER MAIN REPLC (CONT B)	01/09/2026	211-5060-5607809	529,192.25
J&S CONSTRUCTION SEWER & WATER, INC VENDOR TOTAL:				476,273.03
VENDOR NAME: JOHNSON & BUH, LLC				
MONT25-04	DUI CASES 10/1-12/31	01/01/2026	110-1610-5203106	825.00
JOHNSON & BUH, LLC VENDOR TOTAL:				825.00
VENDOR NAME: JULIE, INC.				
2026-1218	JULIE NOTIFICATIONS	01/06/2026	210-5020-5405911	6,608.00
JULIE, INC. VENDOR TOTAL:				6,608.00
VENDOR NAME: KENCOM PUBLIC SAFETY DISPATCH				
744	DISPATCH 01/29/26 -04/29/26	12/30/2025	110-1420-5203912	83,978.81
KENCOM PUBLIC SAFETY DISPATCH VENDOR TOTAL:				83,978.81
VENDOR NAME: KENDALL COUNTY CONCRETE CRUSHING				
1183	CA6 - LIMESTONE	12/31/2025	210-5020-5304706	4,588.50
KENDALL COUNTY CONCRETE CRUSHING VENDOR TOTAL:				4,588.50
VENDOR NAME: LOCALGOVNEWS.ORG				
03132026	ANNUAL SUBS 03/26-03/27	01/11/2026	110-1010-5506006	1,984.00
LOCALGOVNEWS.ORG VENDOR TOTAL:				1,984.00
VENDOR NAME: LRS, LLC				
PS690143	SWEEPING 12-18-25	12/31/2025	110-1520-5405914	6,898.62
LRS, LLC VENDOR TOTAL:				6,898.62
VENDOR NAME: M.E. SIMPSON COMPANY, INC.				
45693	MASTER METER TESTING	12/18/2025	210-5020-5304702	5,900.00
M.E. SIMPSON COMPANY, INC. VENDOR TOTAL:				5,900.00
VENDOR NAME: MARIA URIBE				
RECEIPT 128383	REFUND OVERPAY C27451	01/12/2026	110-0000-4405002	5.00
MARIA URIBE VENDOR TOTAL:				5.00
VENDOR NAME: MCCLLOUD AQUATICS				



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
105496	SEDIMENT EVAL	12/22/2025	353-1560-5304403	903.00
105482	SEDIMENT EVAL	12/22/2025	352-1560-5304403	2,401.00
105500	SEDIMENT EVAL	12/22/2025	354-1560-5304403	793.00
105478	SEDIMENT EVAL	12/22/2025	350-1560-5304403	820.00
105485	SEDIMENT EVAL	12/22/2025	348-1560-5304403	1,070.00
105490	SEDIMENT EVAL	12/22/2025	347-1560-5304403	2,486.00
105502	SEDIMENT EVAL	12/22/2025	357-1560-5304403	3,131.00
105486	SEDIMENT EVAL	12/22/2025	355-1560-5304403	4,566.00
105508	SEDIMENT EVAL	12/22/2025	110-1560-5304403	1,422.00
MCCLOUD AQUATICS VENDOR TOTAL:				17,592.00

VENDOR NAME: MEADE, INC.

715031	TRFC SGNL MNT-NOV	11/28/2025	110-1520-5304507	829.00
715327	TRFC SGNL MNT-DEC	12/31/2025	110-1520-5304507	829.00
715284	RPR DGLS/MONT -INS CLM	12/19/2025	110-1520-5304520	4,681.92
MEADE, INC. VENDOR TOTAL:				6,339.92

VENDOR NAME: MENARDS

87616	HEATER-PRKVV	12/31/2025	110-1550-5304603	108.86
87204	RAKES	12/22/2025	110-1520-5304505	99.95
86460	MAILBOX RPRS	12/08/2025	110-1520-5506201	23.92
87971	SNOW FENCE INSTL	01/07/2026	110-1520-5506201	11.58
87874	HOLIDAY LIGHT RMVL TOOL	01/05/2026	110-1010-5405502	71.98
86908	BATHROOM STOCK	12/16/2025	110-1540-5506010	48.97
87257	LUBE GATES	12/23/2025	110-1540-5506205	23.37
87568A	SUPPLIES	12/30/2025	110-1530-5304301	122.87
87250	GRINDING WHEEL/WIRE	12/23/2025	110-1530-5304301	28.98
86868	SHELF BRACKET	12/15/2025	110-1530-5304301	67.66
86854	TORCH	12/15/2025	210-5020-5304703	71.47
87631	CLEANING SUPPLIES	12/31/2025	210-5020-5304102	35.85
86996	CLEANING SUPPLIES	12/18/2025	210-5020-5304102	41.97
86929	SHOP SUPPLIES	12/16/2025	210-5020-5304102	169.93
87210	SILICONE	12/22/2025	210-5020-5304102	11.89
87999	BOBCAT GREASE	01/07/2026	110-1530-5304301	14.96
MENARDS VENDOR TOTAL:				954.21

VENDOR NAME: MESSER, LLC

2109747915	TANK LEASE-JAN	01/01/2026	210-5020-5304901	1,061.36
2109750351	CO2	12/31/2025	210-5020-5506203	4,526.26
MESSER, LLC VENDOR TOTAL:				5,587.62

VENDOR NAME: METRONET

1929880-01/26	BULK WATER 01/08-02/07	01/08/2026	210-5020-5304008	134.90
METRONET VENDOR TOTAL:				134.90

VENDOR NAME: METROPOLITAN INDUSTRIES, INC.



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
INV079864	METROCLOUD-DEC	12/15/2025	210-5020-5203304	1,135.00
METROPOLITAN INDUSTRIES, INC. VENDOR TOTAL:				1,135.00
VENDOR NAME: MICHAEL RAMSEY				
010626	AB WATER	01/06/2026	210-5020-5102202	525.00
MICHAEL RAMSEY VENDOR TOTAL:				525.00
VENDOR NAME: MIDWEST OCCUPATIONAL HEALTH M.S.				
213586	DOT RANDOM TESTING-PW	01/08/2026	110-1510-5405302	105.00
213561	PD RANDOM TESTING	01/07/2026	110-1410-5405302	210.00
MIDWEST OCCUPATIONAL HEALTH M.S. VENDOR TOTAL:				315.00
VENDOR NAME: NAPCO STEEL, INC.				
484802	STEEL STOCK	12/31/2025	110-1530-5304301	2,983.00
NAPCO STEEL, INC. VENDOR TOTAL:				2,983.00
VENDOR NAME: NATIONAL POLICE FEDERAL CREDIT UNION				
810	INVESTIGATION FEE	12/18/2025	110-1440-5506315	100.00
NATIONAL POLICE FEDERAL CREDIT UNION VENDOR TOTAL:				100.00
VENDOR NAME: NICOR GAS COMPANY				
28788010008-12/25	WELL 3 12/03-01/03	01/06/2026	210-5020-5304002	153.85
60989568609-12/25	220 CLINTON 12/02-01/02	01/02/2026	210-5020-5304002	171.82
79028010001-12/25	WELL 4 12/02-01/02	01/05/2026	210-5020-5304002	166.28
96048395667-12/25	991 KNELL 12/02-01/02	01/05/2026	210-5020-5304002	3,149.63
96596900009-12/25	891 KNELL 12/02-01/02	01/05/2026	210-5020-5304002	603.91
26560855277-12/25	3287 SIMP LS 11/25-12/26	12/29/2025	210-5020-5304002	65.00
NICOR GAS COMPANY VENDOR TOTAL:				4,310.49
VENDOR NAME: ODP BUSINESS SOLUTIONS LLC				
452306289001	SUPPLIES	12/30/2025	110-1410-5506001	30.68
452306289001	SUPPLIES	12/30/2025	110-1430-5506001	23.01
452306289001	SUPPLIES	12/30/2025	110-1420-5506001	7.67
452188301001	SUPPLIES	01/07/2026	110-1440-5506001	238.17
ODP BUSINESS SOLUTIONS LLC VENDOR TOTAL:				299.53
VENDOR NAME: OTTOSEN DINOLFO HASENBALG & CASTALD				
19434	TIF LEGAL SERVICES	12/31/2025	135-4010-5203103	484.00
OTTOSEN DINOLFO HASENBALG & CASTALD VENDOR TOTAL:				484.00
VENDOR NAME: PACE ANALYTICAL SERVICES, LLC				
267200479	LEAD TESTING	01/07/2026	210-5020-5405908	140.00
267200442	LEAD TESTING	01/07/2026	210-5020-5405908	175.00



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
PACE ANALYTICAL SERVICES, LLC VENDOR TOTAL:				315.00
VENDOR NAME: PETTY CASH - FRONT OFFICE(HALL)				
012126	DIME JINGLE	01/21/2026	110-1010-5405507	50.00
PETTY CASH - FRONT OFFICE(HALL) VENDOR TOTAL:				50.00
VENDOR NAME: PIKE SYSTEMS, INC.				
689605	TP-VOM	12/23/2025	110-1540-5506205	207.15
689553-1	PT-VOM	12/23/2025	110-1540-5506205	329.55
689553	TP-VOM	12/18/2025	110-1540-5506205	170.79
PIKE SYSTEMS, INC. VENDOR TOTAL:				707.49
VENDOR NAME: PIZZO AND ASSOCIATES, LTD.				
10810-35	MONITORING	12/19/2025	359-1560-5304403	223.65
10810-35	MONITORING	12/19/2025	358-1560-5304403	131.35
10810-31	MONITORING	12/19/2025	356-1560-5304403	455.00
10805	MONITORING	12/19/2025	357-1560-5304403	360.00
10806	MONITORING	12/19/2025	357-1560-5304403	360.00
10810-25	MONITORING	12/19/2025	357-1560-5304403	285.00
10808	MONITORING	12/19/2025	357-1560-5304403	285.00
10809	MONITORING	12/19/2025	357-1560-5304403	495.00
10810-34	MONITORING	12/19/2025	359-1560-5304403	245.70
10810-34	MONITORING	12/19/2025	358-1560-5304403	144.30
10810-36	MONITORING	12/19/2025	359-1560-5304403	509.98
10810-36	MONITORING	12/19/2025	358-1560-5304403	299.52
10800	MONITORING	12/19/2025	110-1560-5304403	495.00
10801	MONITORING	12/19/2025	110-1560-5304403	495.00
10802	MONITORING	12/19/2025	350-1560-5304403	555.00
10804	MONITORING	12/19/2025	348-1560-5304403	420.00
10963-5	MONITORING	12/29/2025	347-1560-5304403	355.00
10963-3	MONITORING	12/29/2025	347-1560-5304403	355.00
10963-4	MONITORING	12/29/2025	347-1560-5304403	350.00
10963-6	MONITORING	12/29/2025	347-1560-5304403	420.00
10963-7	MONITORING	12/29/2025	347-1560-5304403	420.00
10963-8	MONITORING	12/29/2025	354-1560-5304403	555.00
10963-9	MONITORING	12/29/2025	353-1560-5304403	625.00
10810-29	MONITORING	12/19/2025	349-1560-5304403	350.00
10810-30	MONITORING	12/19/2025	349-1560-5304403	350.00
10810-32	MONITORING	12/19/2025	352-1560-5304403	350.00
10810-33	MONITORING	12/19/2025	352-1560-5304403	350.00
10810-26	MONITORING	12/19/2025	355-1560-5304403	325.00
10810-27	MONITORING	12/19/2025	355-1560-5304403	485.00
10810-28	MONITORING	12/19/2025	355-1560-5304403	315.00
PIZZO AND ASSOCIATES, LTD. VENDOR TOTAL:				11,364.50
VENDOR NAME: POMP'S TIRE SERVICE, INC.				



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
330241638	FLAT RPR-231	12/29/2025	110-1530-5506102	54.50
330242013	8-SQUAD TIRES	01/07/2026	110-1530-5506102	1,124.00
330241983	NEW TIRES-274	01/06/2026	110-1530-5506102	602.00
POMP'S TIRE SERVICE, INC. VENDOR TOTAL:				1,780.50
VENDOR NAME: PRIDWEN SOLUTIONS LLC				
1490	IT-ADMIN	01/19/2026	110-1110-5203302	2,618.00
1491	IT-BD	01/19/2026	110-1320-5203302	364.00
1492	IT-FINANCE	01/19/2026	110-1210-5203302	994.00
1493	IT-PD	01/19/2026	110-1410-5203302	2,758.00
1494	IT-PW	01/19/2026	110-1510-5203302	504.00
PRIDWEN SOLUTIONS LLC VENDOR TOTAL:				7,238.00
VENDOR NAME: QUADIENT LEASING USA, INC.				
Q2117264	QRTLY LEASE	11/25/2025	110-1220-5304901	304.66
Q2117264	QRTLY LEASE	11/25/2025	110-1110-5304901	304.67
Q2117264	QRTLY LEASE	11/25/2025	110-1410-5304901	685.38
QUADIENT LEASING USA, INC. VENDOR TOTAL:				1,294.71
VENDOR NAME: QUADIENT POSTAGE FUNDING				
DEC 2025 PD	POSTAGE-PD	12/28/2025	110-1410-5506004	91.00
DEC 2025 PD	POSTAGE-PD	12/28/2025	110-0000-1404003	250.00
QUADIENT POSTAGE FUNDING VENDOR TOTAL:				341.00
VENDOR NAME: QUILL, LLC				
47351767	JAIL SUPPLIES	01/13/2026	110-1430-5506301	312.31
47352689	OFFICE SUPPLIES	01/13/2026	110-1430-5506001	144.63
47352689	OFFICE SUPPLIES	01/13/2026	110-1430-5506001	78.36
47352689	OFFICE SUPPLIES	01/13/2026	110-1420-5506001	55.96
47353091	OFFICE SUPPLIES	01/13/2026	110-1410-5506001	10.67
QUILL, LLC VENDOR TOTAL:				601.93
VENDOR NAME: RACK 'M UP EQUIPMENT DISTRIBUTORS				
53799	LIFT INSP	12/23/2025	110-1530-5304301	385.00
RACK 'M UP EQUIPMENT DISTRIBUTORS VENDOR TOTAL:				385.00
VENDOR NAME: RAY O'HERRON CO., INC.				
2454519	UNIFORM 2-AH	01/08/2026	110-1430-5102301	153.84
2454501	UNIFORM 3-AH	01/08/2026	110-1430-5102301	329.28
RAY O'HERRON CO., INC. VENDOR TOTAL:				483.12
VENDOR NAME: REESE PETER				
UNIFORM-3	UNIFORM SUPPLIES	01/09/2026	110-1430-5102301	240.74



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
REESE PETER VENDOR TOTAL:				240.74
VENDOR NAME: RUSSO POWER EQUIPMENT				
SPI21387396	FELLING WEDGES	12/30/2025	110-1560-5506005	32.98
SPI21385138	FRICTION SAVER SLING	12/26/2025	110-1560-5506005	99.99
RUSSO POWER EQUIPMENT VENDOR TOTAL:				132.97
VENDOR NAME: SHAW MEDIA				
26803 01/26-01/27	ANNUAL SUBSCRIPTION VH	01/08/2026	110-1110-5506006	78.00
SHAW MEDIA VENDOR TOTAL:				78.00
VENDOR NAME: SHERWIN-WILLIAMS, CO.				
45823171851225	PAINT SUPPLIES-PD	12/30/2025	110-1540-5304103	32.63
SHERWIN-WILLIAMS, CO. VENDOR TOTAL:				32.63
VENDOR NAME: SUPERIOR ASPHALT MATERIALS, LLC				
20251757	COLD PATCH	12/16/2025	210-5020-5304706	489.15
SUPERIOR ASPHALT MATERIALS, LLC VENDOR TOTAL:				489.15
VENDOR NAME: TECHNOLOGY MANAGEMENT REV FUND				
T2611357	LEADS 11/01/25-11/30/25	11/30/2025	110-1410-5304009	942.40
TECHNOLOGY MANAGEMENT REV FUND VENDOR TOTAL:				942.40
VENDOR NAME: THIRD MILLENNIUM ASSOCIATES, INC.				
33807	UB/VOM NEWSLETTER 01/01-01/31	01/12/2026	110-1110-5405102	3,878.58
33807	UB/VOM NEWSLETTER 01/01-01/31	01/12/2026	110-1220-5405103	1,754.01
33807	UB/VOM NEWSLETTER 01/01-01/31	01/12/2026	110-1220-5506004	5.18
THIRD MILLENNIUM ASSOCIATES, INC. VENDOR TOTAL:				5,637.77
VENDOR NAME: TRANE U.S., INC.				
315859678	QRTLY BAS PD	01/07/2026	110-1540-5304103	1,296.00
TRANE U.S., INC. VENDOR TOTAL:				1,296.00
VENDOR NAME: TRI-TECH FORENSICS, INC.				
01271629	EVIDENCE SUPPLIES	01/14/2026	110-1440-5506315	43.28
TRI-TECH FORENSICS, INC. VENDOR TOTAL:				43.28
VENDOR NAME: USA BLUE BOOK				
SCN655253	RTRN CREDIT	01/13/2026	210-5020-5405908	(371.15)
INV00925376	TESTING SUPPLIES	01/06/2026	210-5020-5405908	216.90
INV00918426	TESTING SUPPLIES	12/24/2025	210-5020-5405908	134.36
INV00919600	TESTING SUPPLIES	12/29/2025	210-5020-5405908	704.95
INV00918188	TESTING SUPPLIES	12/23/2025	210-5020-5405908	3,062.99



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
USA BLUE BOOK VENDOR TOTAL:				3,748.05
VENDOR NAME: VBM				
101694	CUSTODIAL-DEC	12/31/2025	110-1540-5304101	3,168.00
101694	CUSTODIAL-DEC	12/31/2025	110-1540-5304101	3,168.00
VBM VENDOR TOTAL:				6,336.00
VENDOR NAME: VERMEER-ILLINOIS, INC.				
PP5120	HAND RAKES	01/05/2026	110-1560-5506005	103.98
VERMEER-ILLINOIS, INC. VENDOR TOTAL:				103.98
VENDOR NAME: VESCO				
12506	PLOTTER INK (5)	01/12/2026	110-1310-5506001	445.70
12506	PLOTTER INK (5)	01/12/2026	110-1010-5405502	200.00
12506	PLOTTER INK (5)	01/12/2026	110-1430-5506311	165.00
VESCO VENDOR TOTAL:				810.70
VENDOR NAME: VIKING CHEMICAL COMPANY				
192170	LIME	01/12/2026	210-5020-5506203	7,776.80
192049	LIME	01/08/2026	210-5020-5506203	7,682.05
VIKING CHEMICAL COMPANY VENDOR TOTAL:				15,458.85
VENDOR NAME: VILLAGE OF OSWEGO				
3442	FED/STATE LOBBYIST 12/01-12/31	01/06/2026	110-1610-5203111	2,333.33
3442	FED/STATE LOBBYIST 12/01-12/31	01/06/2026	110-1610-5203111	3,125.00
VILLAGE OF OSWEGO VENDOR TOTAL:				5,458.33
VENDOR NAME: WATER PRODUCTS-AURORA				
0333460	ICS SUPPLIES	01/05/2026	110-1550-5304603	3,661.00
0333354	REPAIR CLAMP	12/22/2025	210-5020-5304706	552.64
0333402	BELL SLEEVE	12/31/2025	210-5020-5304706	2,115.00
0333571	CLAMP/MISSION	01/13/2026	210-5020-5304602	79.41
0333571	CLAMP/MISSION	01/13/2026	210-5020-5304706	123.66
WATER PRODUCTS-AURORA VENDOR TOTAL:				6,531.71
VENDOR NAME: WATER SOLUTIONS UNLIMITED INC				
7295635	CL2-W14	12/30/2025	210-5020-5506203	4,141.46
7295510	CL2-W14	12/30/2025	210-5020-5506203	290.00
7299927	RFND DOUBLE CHARGED	01/07/2026	210-5020-5506203	(65.00)
7295634	CL2-ACID-LSWTP	12/30/2025	210-5020-5506203	6,799.89
WATER SOLUTIONS UNLIMITED INC VENDOR TOTAL:				11,166.35
VENDOR NAME: WELDSTAR COMPANY				



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
0002469548	TANK LEASE-NOV	12/24/2025	110-1530-5304901	72.00
0002469548	TANK LEASE-NOV	12/24/2025	210-5020-5304901	36.00
0002469548	TANK LEASE-NOV	12/24/2025	210-5020-5304901	9.00
0002469371	TANK FILLS	12/22/2025	110-1530-5304301	204.99
WELDSTAR COMPANY VENDOR TOTAL:				321.99
VENDOR NAME: WEST SIDE TRACTOR SALES				
N79757	HOOD PANEL-3712	01/05/2026	110-1530-5304301	566.80
N79791	HOOD GUIDE-3712	01/06/2026	110-1530-5304301	79.27
N80012	RTRN PART	01/09/2026	110-1530-5304301	(31.85)
N79946	MISC PARTS-3714	01/08/2026	110-1530-5304301	43.17
V15698	AIR FILTERS-3712	01/07/2026	110-1530-5304301	66.56
N80011	TURBO HOSE-3714	01/09/2026	110-1530-5304301	19.04
N80010	GASKET-3714	01/09/2026	110-1530-5304301	34.51
V15791	RPLC PRIMER PUMP-3712	01/14/2026	110-1530-5304301	2,392.33
V15681	RPR MANIFOLD LEAK-378	01/12/2026	110-1530-5304301	6,210.26
WEST SIDE TRACTOR SALES VENDOR TOTAL:				9,380.09
VENDOR NAME: WOLTER, INC.				
622619767	FORK LIFT -PM	01/14/2026	110-1530-5304301	972.48
WOLTER, INC. VENDOR TOTAL:				972.48
VENDOR NAME: ZIEBELL WATER SERVICE PRODUCTS, INC				
271594-000	TC HYDRANT PARTS	01/12/2026	210-5020-5304701	220.00
ZIEBELL WATER SERVICE PRODUCTS, INC VENDOR TOTAL:				220.00
				\$787,451.69
Purchasing Card Payments:First National Bank				
VENDOR NAME: ADOBE				
3299207569	ADOBE 12/06-01/05	12/06/2025	110-1110-5203304	209.95
3299207569	ADOBE 12/06-01/05	12/06/2025	110-1210-5203304	119.95
3299207569	ADOBE 12/06-01/05	12/06/2025	110-1220-5203304	47.98
3299207569	ADOBE 12/06-01/05	12/06/2025	110-1310-5203304	138.95
3299207569	ADOBE 12/06-01/05	12/06/2025	110-1320-5203304	71.97
3299207569	ADOBE 12/06-01/05	12/06/2025	110-1410-5203304	143.94
3299207569	ADOBE 12/06-01/05	12/06/2025	110-1420-5203304	119.95
3299207569	ADOBE 12/06-01/05	12/06/2025	110-1440-5203304	23.99
3299207569	ADOBE 12/06-01/05	12/06/2025	110-1510-5203304	47.98
ADOBE VENDOR TOTAL:				924.66
VENDOR NAME: AMAZON				
114-4672592-8837051	OFFICE SUPPLIES	12/04/2025	110-1210-5506001	15.69



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
111-9326349-4911438	MERRY & BRIGHT	12/01/2025	110-1010-5405502	122.34
114-2195372-5073824	OFFICE SUPPLIES	12/10/2025	110-1320-5506001	35.00
114-2195372-5073824	OFFICE SUPPLIES	12/10/2025	110-1220-5506001	34.99
114-6974585-5375438	OFFICE SUPPLIES	12/19/2025	110-1210-5506001	33.89
114-6941625-2033850	OFFICE SUPPLIES	12/19/2025	110-1320-5506001	4.99
114-6941625-2033850	OFFICE SUPPLIES	12/19/2025	110-1210-5506001	25.10
114-6941625-2033850	OFFICE SUPPLIES	12/19/2025	110-1110-5506001	8.95
114-6382761-6827451	OFFICE SUPPLIES	12/10/2025	110-1210-5506001	26.10
114-8705281-5784223	OFFICE SUPPLIES	12/23/2025	110-1210-5506001	16.53
111-0912760-6481813	OFFICE SUPPLIES	12/23/2025	110-1220-5506001	18.99
112-4474535-6697055	SAFETY SUPPLIES	12/02/2025	110-1510-5506007	120.00
112-0304177-1991464	SAFETY SUPPLIES	11/25/2025	110-1530-5506007	460.42
112-2064879-0159419	AIR FILTER	11/25/2025	110-1530-5304301	41.98
112-5444372-5646618	SNOW PLOW BLADE MARKERS	12/10/2025	110-1530-5304301	144.95
112-3224227-8482639	TOOLS	12/11/2025	110-1530-5506005	288.98
112-9829594-0738660	OFFICE SUPPLIES	12/01/2025	110-1510-5506001	12.16
112-9829594-0738660	SUPPLIES	12/01/2025	210-5020-5506204	72.88
112-6832093-9262662	SAFETY SUPPLIES	12/02/2025	110-1510-5506007	28.99
112-7692569-7017849	SAFETY SUPPLIES	12/02/2025	110-1510-5506007	17.85
112-1904845-9321050	CONVEYOR	12/02/2025	110-1530-5304301	499.00
112-9874978-3992223	SOLENOID VALVE	12/10/2025	210-5020-5304102	83.58
112-6464538-9119426	BATTERIES	12/01/2025	110-1530-5304301	6.84
112-7916042-6168247	SUPPLIES	12/10/2025	210-5020-5506204	13.58
112-7978327-6037023	SUPPLIES	12/12/2025	210-5020-5506204	12.58
112-0429504-0843430	TOOLS	12/11/2025	110-1530-5506005	51.62
112-8059146-6327410	TOOLS	12/11/2025	210-5020-5304102	136.97
112-3499173-4227440	OFFICE SUPPLIES	12/15/2025	110-1510-5506001	7.99
112-5989827-3108212	ANTENNA	12/17/2025	110-1530-5304301	119.75
112-1416195-2037868	OFFICE SUPPLIES	12/18/2025	110-1510-5506001	67.00
111-7241694-1419446	SUPPLIES	12/10/2025	110-1430-5506301	199.95

AMAZON VENDOR TOTAL: 2,729.64

VENDOR NAME: APPLE

780062157861	STORAGE SUBSCRIPTION	12/12/2025	110-1110-5203304	0.99
826066933693	STORAGE SUBSCRIPTION	12/24/2025	110-1110-5203304	0.99

APPLE VENDOR TOTAL: 1.98

VENDOR NAME: APPRIVER LLC

3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1010-5203304	105.25
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1010-5405503	8.15
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1010-5405508	8.15
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1110-5203304	179.65
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1210-5203304	160.95
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1220-5203304	48.20
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1310-5203304	47.85
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1320-5203304	80.10
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1330-5203304	15.95
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1410-5203304	148.70



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1420-5203304	96.05
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1440-5203304	87.90
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1510-5203304	68.60
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1520-5203304	72.65
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1530-5203304	31.90
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1540-5203304	31.90
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1560-5203304	40.05
3771444	OFFICE 365 11/21-12/21	12/05/2025	210-5020-5203304	112.35
3771444	OFFICE 365 11/21-12/21	12/05/2025	110-1430-5203304	400.15
APPRIVER LLC VENDOR TOTAL:				1,744.50
VENDOR NAME: BELLE TIRE				
47274703	BALANCE TIRES	12/26/2025	110-1530-5506102	60.00
BELLE TIRE VENDOR TOTAL:				60.00
VENDOR NAME: BOUND TREE MEDICAL				
66700124	SUPPLIES	12/10/2025	110-1430-5506301	109.56
BOUND TREE MEDICAL VENDOR TOTAL:				109.56
VENDOR NAME: BROOKHOLLOW				
B2915379	OFFICE SUPPLIES	12/05/2025	110-1410-5506001	91.38
BROOKHOLLOW VENDOR TOTAL:				91.38
VENDOR NAME: CHICAGO TRIBUNE COMPANY				
120125	MONTHLY SUBSCRIPTION	12/01/2025	110-1010-5506006	7.96
010126	MONTHLY SUBSCRIPTION	01/01/2026	110-1010-5506006	7.96
CHICAGO TRIBUNE COMPANY VENDOR TOTAL:				15.92
VENDOR NAME: CROWD CONTROL WAREHOUSE				
23872435	RIVER RUN BARRICADES (15)	12/30/2025	110-1010-5405508	2,180.90
CROWD CONTROL WAREHOUSE VENDOR TOTAL:				2,180.90
VENDOR NAME: DOLLAR TREE				
50020497	MERRY & BRIGHT	12/06/2025	110-1010-5405502	119.00
DOLLAR TREE VENDOR TOTAL:				119.00
VENDOR NAME: DOUBLE TREE				
1210	CONFERENCE-PARKING 12/10-12/12	12/10/2025	110-1110-5102202	54.00
DOUBLE TREE VENDOR TOTAL:				54.00
VENDOR NAME: DUO SECURITY LLC				
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1010-5203304	48.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1110-5203304	30.00



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1210-5203304	30.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1220-5203304	18.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1310-5203304	12.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1320-5203304	36.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1330-5203304	6.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1410-5203304	30.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1420-5203304	30.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1430-5203304	138.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1440-5203304	30.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1510-5203304	12.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1520-5203304	42.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1530-5203304	24.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1540-5203304	18.00
11749079	DUO MFA 12/26-01/26	12/26/2025	110-1560-5203304	24.00
11749079	DUO MFA 12/26-01/26	12/26/2025	210-5020-5203304	72.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1010-5203304	48.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1110-5203304	30.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1210-5203304	30.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1220-5203304	18.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1310-5203304	12.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1320-5203304	36.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1330-5203304	6.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1410-5203304	30.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1420-5203304	30.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1430-5203304	138.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1440-5203304	30.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1510-5203304	12.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1520-5203304	42.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1530-5203304	24.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1540-5203304	18.00
11722402	DUO MFA 11/26-12/26	11/26/2025	110-1560-5203304	24.00
11722402	DUO MFA 11/26-12/26	11/26/2025	210-5020-5203304	72.00
DUO SECURITY LLC VENDOR TOTAL:				1,200.00
VENDOR NAME: EBAY				
02-13922-62012	MIRROR HOLDER	12/01/2025	110-1530-5304301	99.95
01-13933-75443	TOOLS	12/03/2025	110-1530-5506005	98.90
26-13969-28947	LADDER BRACKET SAFETY SHOE	12/18/2025	210-5020-5304706	79.97
EBAY VENDOR TOTAL:				278.82
VENDOR NAME: FARM & FLEET				
003496686	TOOLS	12/01/2025	110-1540-5506005	386.10
565741	SHOP STOCK	12/10/2025	110-1530-5304301	176.50
FARM & FLEET VENDOR TOTAL:				562.60
VENDOR NAME: FASTFIELD				
C7D5154E-0048	FAST FORM 12/09-01/09	12/09/2025	210-5020-5203304	24.00



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
FASTFIELD VENDOR TOTAL:				24.00
VENDOR NAME: FIREHOSEDIRECT				
S213046	WASH BAY MAINTENANCE	12/03/2025	110-1530-5304301	255.28
FIREHOSEDIRECT VENDOR TOTAL:				255.28
VENDOR NAME: FLOWERS BY LEGACY				
PO141224275699	MEMORIAL FLOWERS	12/19/2025	110-1410-5506001	159.36
FLOWERS BY LEGACY VENDOR TOTAL:				159.36
VENDOR NAME: FULLER'S CAR WASH				
DEC 2025	MONTHLY CAR WASH-DEC	12/03/2025	110-1530-5304301	29.95
FULLER'S CAR WASH VENDOR TOTAL:				29.95
VENDOR NAME: HARBOR FREIGHT				
004859492082522	TOOLS	12/23/2025	110-1520-5506005	138.92
HARBOR FREIGHT VENDOR TOTAL:				138.92
VENDOR NAME: HOME DEPOT				
26185	REPAIR PART	11/25/2025	110-1540-5304102	28.78
04792	TIRE INFLATOR	12/18/2025	110-1530-5304301	202.96
HOME DEPOT VENDOR TOTAL:				231.74
VENDOR NAME: IL SECRETARY OF STATE				
32405312	NOTARY REGISTRATION-CJ	12/01/2025	110-1430-5405905	16.00
IL SECRETARY OF STATE VENDOR TOTAL:				16.00
VENDOR NAME: ILLINOIS ARBORIST ASSOCIATION				
1818-6633	CONFERENCE 04/01-04/03	12/16/2025	110-1560-5102202	675.00
ILLINOIS ARBORIST ASSOCIATION VENDOR TOTAL:				675.00
VENDOR NAME: ILLINOIS LANDSCAPE CONTRACTORS ASSOCIATION				
348-1276676-156030	IL WISC LANDSCAPE SHOW 2026	12/10/2025	110-1560-5102202	675.00
ILLINOIS LANDSCAPE CONTRACTORS ASSOCIATION VENDOR TOTAL:				675.00
VENDOR NAME: KANE COUNTY CHIEFS OF POLICE ASSOC				
121825	MONTHLY MEETING (3)	12/18/2025	110-1410-5102202	75.00
KANE COUNTY CHIEFS OF POLICE ASSOC VENDOR TOTAL:				75.00
VENDOR NAME: KANE COUNTY WATER ASSOCIATION				
DEC 2025	DEC 2025 MEETING	12/15/2025	110-1110-5102202	20.00
DEC 2025	DEC 2025 MEETING (5)	12/12/2025	210-5020-5102202	100.00



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
KANE COUNTY WATER ASSOCIATION VENDOR TOTAL:				120.00
VENDOR NAME: MICROSOFT				
G128533527	AZURE BACKUP 11/01-11/30	12/09/2025	110-1110-5203304	82.78
G128533527	AZURE BACKUP 11/01-11/30	12/09/2025	110-1210-5203304	704.50
G128533527	AZURE BACKUP 11/01-11/30	12/09/2025	110-1510-5203304	195.30
MICROSOFT VENDOR TOTAL:				982.58
VENDOR NAME: NAPA AUTO PARTS				
201974	BATTERY	12/01/2025	110-1530-5304301	190.22
201974	BATTERY	12/01/2025	110-1530-5304301	18.00
202482	AIR FILTER	12/04/2025	110-1530-5304301	54.79
202465	BELTS	12/04/2025	110-1530-5304301	189.28
202741	BATTERIES (2)	12/05/2025	110-1530-5304301	95.05
202741	BATTERIES (2)	12/05/2025	110-1530-5304301	18.00
202741	BATTERIES (2)	12/05/2025	110-1530-5304301	190.22
202741	BATTERIES (2)	12/05/2025	110-1530-5304301	18.00
202992	BATTERY	12/08/2025	110-1530-5304301	95.06
202992	BATTERY	12/08/2025	110-1530-5304301	18.00
203949	BATTERY	12/15/2025	110-1530-5304301	139.26
203949	BATTERY	12/15/2025	110-1530-5304301	18.00
205741	EXHAUST TUBE	12/29/2025	110-1530-5304301	30.31
NAPA AUTO PARTS VENDOR TOTAL:				1,074.19
VENDOR NAME: NOTEHOUSE				
NH-0658	SW CASE NOTES	12/14/2025	110-1410-5203304	12.00
NOTEHOUSE VENDOR TOTAL:				12.00
VENDOR NAME: O'REILLY				
4881-273182	SEALANT	11/26/2025	110-1530-5304301	21.98
O'REILLY VENDOR TOTAL:				21.98
VENDOR NAME: ORIENTAL TRADING				
740495653	SUPPLIES	12/10/2025	110-1010-5405507	152.95
ORIENTAL TRADING VENDOR TOTAL:				152.95
VENDOR NAME: PELRA				
031226	IPELRA EMPLOYMENT LAW SEMINAR	12/18/2025	110-1210-5102202	325.00
PELRA VENDOR TOTAL:				325.00
VENDOR NAME: PIRATE SHIP				
387809488	FREIGHT-HACH	12/19/2025	210-5020-5405908	7.11
PIRATE SHIP VENDOR TOTAL:				7.11



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
VENDOR NAME: POUPEE PUF MOBILE				
112625	TREE LIGHTING VFW COTTON CANDY	11/26/2025	110-1010-5405502	500.00
POUPEE PUF MOBILE VENDOR TOTAL:				500.00
VENDOR NAME: RANEY'S				
1543294	SHOP STOCK	12/04/2025	110-1530-5304301	163.89
RANEY'S VENDOR TOTAL:				163.89
VENDOR NAME: RETAIL LEASE TRAC				
10922	IL SUBSCRIPTION	12/09/2025	110-1330-5203304	900.00
RETAIL LEASE TRAC VENDOR TOTAL:				900.00
VENDOR NAME: RIVERVIEW DINER				
120925	SENIOR LUNCH	12/09/2025	110-1010-5405507	880.00
23	MONTHLY STAFF MEETING	12/11/2025	110-1510-5102202	166.47
RIVERVIEW DINER VENDOR TOTAL:				1,046.47
VENDOR NAME: SAMS CLUB				
800000006583190	SAFETY SUPPLIES	12/11/2025	110-1430-5506007	88.30
10377718786	SENIOR LUNCH	12/10/2025	110-1010-5405507	79.14
10374169585	MERRY & BRIGHT	12/01/2025	110-1010-5405502	169.40
02355594970286246689	KITCHEN SUPPLIES	12/04/2025	110-1210-5506008	15.76
800000005865662	SENIOR LUNCH	12/08/2025	110-1010-5405507	109.78
32355694970286297639	SUPPLIES	12/04/2025	110-1510-5506001	11.36
07755973981286259629	WELLNESS SCREENING EVENT 12/11/25	12/10/2025	110-1210-5102401	48.26
SAMS CLUB VENDOR TOTAL:				522.00
VENDOR NAME: TRANSUNION				
223896-202511-1	INVESTIGATIVE SEARCH	12/01/2025	110-1440-5405905	150.00
TRANSUNION VENDOR TOTAL:				150.00
VENDOR NAME: WAL-MART STORES, INC.				
121825	SHOP WITH A COP	12/18/2025	110-1430-5506311	2,475.83
2000140-91493543	SENIOR LUNCH	12/10/2025	110-1010-5405507	43.33
WAL-MART STORES, INC. VENDOR TOTAL:				2,519.16
VENDOR NAME: ZORO.COM				
29653316	LADDER	12/18/2025	210-5020-5304706	585.87
29703706	OFFICE, SAFETY SUPPLIES	12/23/2025	110-1510-5506001	51.20
29703706	OFFICE, SAFETY SUPPLIES	12/23/2025	110-1560-5506007	84.76
29712461	SAFETY SUPPLIES	12/26/2025	110-1510-5506007	246.53
WB3596598434	TRAILER JACKS	12/12/2025	110-1530-5304301	155.22
ZORO.COM VENDOR TOTAL:				1,123.58



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
Total: First National Bank				\$21,974.12
REPORT TOTAL:				\$809,425.81



ACCOUNTS PAYABLE REPORT JANUARY 26, 2026

VENDOR NAME/ INVOICE NUMBER	DESCRIPTION	INVOICE DATE	GL DISTRIBUTION	AMOUNT
VENDOR NAME: AFLAC				
01/16/26 AFLAC	01/16/26 AFLAC	01/16/2026	345-0000-2001009	1,019.72
01/16/26 AFLAC	01/16/26 AFLAC	01/16/2026	345-0000-2001009	442.13
AFLAC VENDOR TOTAL:				1,461.85
VENDOR NAME: EFTPS				
01/16/26 FED W/H	01/16/26 FED W/H	01/16/2026	345-0000-2001002	36,872.33
01/16/26 FED W/H	01/16/26 FED W/H	01/16/2026	345-0000-2001004	19,416.77
01/16/26 FED W/H	01/16/26 FED W/H	01/16/2026	345-0000-2001004	19,416.77
01/16/26 FED W/H	01/16/26 FED W/H	01/16/2026	345-0000-2001005	4,541.05
01/16/26 FED W/H	01/16/26 FED W/H	01/16/2026	345-0000-2001005	4,541.05
EFTPS VENDOR TOTAL:				84,787.97
VENDOR NAME: LEGAL SHIELD				
01/16/26 LEGAL	01/16/26 LEGAL	01/16/2026	345-0000-2001016	184.62
LEGAL SHIELD VENDOR TOTAL:				184.62
VENDOR NAME: NATIONWIDE RETIREMENT SOLUTIONS				
01/16/26 NATIONWIDE	01/16/26 NATIONWIDE	01/16/2026	345-0000-2001012	275.00
01/16/26 NATIONWIDE	01/16/26 NATIONWIDE	01/16/2026	345-0000-2001012	2,130.00
NATIONWIDE RETIREMENT SOLUTIONS VENDOR TOTAL:				2,405.00
VENDOR NAME: STATE DISBURSEMENT UNIT				
01/16/26 STATE DISB	01/16/26 STATE DISB	01/16/2026	345-0000-2001008	1,968.00
STATE DISBURSEMENT UNIT VENDOR TOTAL:				1,968.00
VENDOR NAME: State Of Illinois				
01/16/26 STATE W/H	01/16/26 STATE W/H	01/16/2026	345-0000-2001003	14,011.00
State Of Illinois VENDOR TOTAL:				14,011.00
				\$104,818.44
REPORT TOTAL:				\$104,818.44

VILLAGE OF MONTGOMERY

MONTHLY RESIDENTIAL TRACKING REPORT



SERVICES													
	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	YTD avg
Trash Customers	5932	5932	5929	5940	5940	5940	5931	5931	5936	5917	5903	5901	5927
Senior Trash Customers	332	332	334	320	320	321	326	326	331	353	359	362	334
Total Trash Carts	6264	6264	6263	6260	6260	6261	6257	6257	6267	6270	6262	6263	6262
Recycle Customers	5932	5932	5929	5940	5940	5940	5931	5931	5936	5917	5903	5901	5927
Senior Recycle Customers	332	332	334	320	320	321	326	326	331	353	359	362	334
Total Recycle Carts	6264	6264	6263	6260	6260	6261	6257	6257	6267	6270	6262	6263	6262
COLLECTION STATS													
	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	YTD
Waste Tons	501.37	391.08	464.91	516.52	573.98	513.87	562.78	509.53	581.56	513.54	499.21	621.34	6249.69
Recycling Tons	156.88	143.76	158.28	146.81	177.19	175.04	181.77	178.56	178.4	169.58	157.08	201.12	2024.47
YW/Leaf Yards	300	0	0	2700	1800	1900	1900	1900	1800	2000	2300	0	16600
YW/Leaf Tons (approx)	11.96	0	0	24	15	16.19	12.45	12.83	9.50	18.06	19.50	0	139.49
Total Tons	670.21	534.84	623.19	687.33	766.17	705.1	757.0	700.92	769.46	701.18	675.79	822.46	8413.65
# of Household Hazardous Pounds Collected	0	0	262	0	621	0	0	0	445	0	514	0	1842
E-Waste Tons	1.58	0	0	5.14	5.06	0	3.79	3.49	0	2.18	0	0	21.24
# of Leaf Collection Roll off Dumpsters	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of Stickers Purchased	0	5000	2000	4500	11500	7500	6000	3000	6500	2000	0	0	48000
Avg. Waste/Customer (lbs./month)	160.08	124.87	148.46	165.02	183.38	164.15	179.89	162.87	185.59	163.81	159.44	198.42	1995.98
Avg. Recycling/Customer (lbs./month)	50.09	45.90	50.54	46.90	56.61	55.91	58.10	57.08	56.93	54.09	50.17	64.22	646.56
Avg. YW/Leaf/Customer (lbs./month)	3.82	0.00	0.00	7.67	4.79	5.17	3.98	4.10	3.03	5.76	6.23	0.00	44.55



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

Item No. 5E

TO: Village President and Board of Trustees

SUBMITTED BY: Mark Wolf, Director of Public Works

MEETING DATE: January 26, 2026

TITLE: Reappointment to the Beautification Committee

☐ RESOLUTION

☐ ORDINANCE

☐ 1st Reading

☐ 2nd Reading

☐ Waiver of 1st Reading

☐ BID PROPOSAL/AWARD

☐ RECOMMENDATION

☒ OTHER BUSINESS

BACKGROUND/POLICY IMPLICATIONS:

Approval is requested for the reappointment of the following members to the Beautification Committee for a term from January 1, 2026, through to December 31, 2028.

Reappointments:

- Marion Bond
- Judy Brown
- Ben Brzoska
- Martha Larson
- Ed Pfaff
- Nancy Tranby
- Tom Yakaitis
- Mike Webster
- Liz Copeland

PREVIOUS BOARD/COMMISSION ACTIVITY:

N/A

FISCAL IMPACT:

N/A

Budgeted Item: ☐ Yes ☐ No

Budgeted Amount:

Actual Cost:

Account Number:

RECOMMENDATION/RESULTS:

Staff recommends reappointing the committee members.

ATTACHMENTS:

N/A

REVIEW:

Village Administrator: *Jeff Zoepfel*



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

Item No. 5F

TO: Village President and Board of Trustees

SUBMITTED BY: Jeff Zoephel, Village Administrator

MEETING DATE: January 26, 2026

TITLE: Appointment of Pete Wallers to the Planning and Zoning Commission

- ☐ RESOLUTION
- ☐ ORDINANCE
 - ☐ 1st Reading ☐ 2nd Reading
 - ☐ Waiver of 1st Reading
- ☐ BID PROPOSAL/AWARD
- ☐ RECOMMENDATION
- ☒ OTHER BUSINESS

BACKGROUND/POLICY IMPLICATIONS:

Approval is requested for the appointment of Pete Wallers to the Planning and Zoning Commission to fill a vacant position left by Mildred McNeal-James with a term ending on January 31, 2031.

PREVIOUS BOARD/COMMISSION ACTIVITY:

FISCAL IMPACT:

N/A

Budgeted Item: ☐ YES ☐ NO

Budgeted Amount:

\$

Actual Cost:

\$

Account Number:

RECOMMENDATION/RESULTS:

The Planning & Zoning Commission supports the appointment of Pete Wallers.

ATTACHMENTS:

None

REVIEW:

Village Administrator: *Jeff Zoephel*



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

Item No. 6A

TO: Village President and Board of Trustees

SUBMITTED BY: Brandy Quance, Village Attorney

MEETING DATE: January 26, 2026

TITLE: Ordinance 2163 Granting a Special Use Permit, Kane and Kendall Counties, Illinois (Amerco Real Estate)

☐ RESOLUTION

☒ ORDINANCE

☐ 1st Reading ☒ 2nd Reading

☐ Waiver of 1st Reading

☐ BID PROPOSAL/AWARD

☐ RECOMMENDATION

☐ OTHER BUSINESS

BACKGROUND/POLICY IMPLICATIONS:

The attached ordinance grants a special use permit for self-service storage.

Additional details can be found in the Planning and Zoning Commission Advisory Report 2025-020

PREVIOUS BOARD/COMMISSION ACTIVITY:

The Planning and Zoning Commission recommended approval of the special use by a vote of 6-0.

FISCAL IMPACT:

N/A

Budgeted Item: ☐ YES ☐ NO

Budgeted Amount:

\$

Actual Cost:

\$

Account Number:

###-####-###-##-##

RECOMMENDATION/RESULTS:

The Planning and Zoning Commission recommended approval of this variation.

ATTACHMENTS:

Ordinance 2163 Granting a Special Use Permit, Kane and Kendall Counties, Illinois (Amerco Real Estate Company)

REVIEW:

Village Administrator: *Jeff Zoepfel*



VILLAGE OF MONTGOMERY

ORDINANCE 2163

AN ORDINANCE GRANTING SPECIAL USE
IN THE VILLAGE OF MONTGOMERY
KANE AND KENDALL COUNTIES, ILLINOIS
(AMERCO REAL ESTATE)

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
THIS 26TH DAY OF JANUARY 2026.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
THIS 12TH DAY OF JANUARY 2026.

ORDINANCE 2163

AN ORDINANCE GRANTING A SPECIAL USE
IN THE VILLAGE OF MONTGOMERY
KANE AND KENDALL COUNTIES, ILLINOIS
(AMERCO REAL ESTATE GROUP)

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

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-13-1 *et. seq.* provides that the Village President and Board of Trustees of the Village (“**Corporate Authorities**”) of any municipality may in its ordinances provide for the zoning of property; and,

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-13-1.1, provides that the corporate authorities of any municipality may in its ordinances provide for the classification of special uses; and,

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-13-5, the corporate authorities of a municipality may determine to vary the regulations relating to its zoning ordinances; and,

WHEREAS, the Village President and Board of Trustees of the Village (“**Corporate Authorities**”) have adopted a Unified Development Ordinance (“**UDO**”), which has been amended from time to time, which provides for the rezoning (map amendment) of property, classification of special uses and approval of variations; and,

WHEREAS, Amerco Real Estate Company (“**Petitioner**”) is the owner of certain property located at 1840 Douglas Road, (“**Property**”), a legal description of which is attached hereto and incorporated as **Exhibit A**; and,

WHEREAS, the Property is located within the corporate boundaries of the Village and is presently zoned B-2 Regional Business District and,

WHEREAS, according to the UDO, self-service storage areas are classified as special uses; and

WHEREAS, Petitioner has requested a special use for self-service storage (PZC 2025-020); and,

WHEREAS, the Village of Montgomery PZC held a public hearing on January 8, 2026, on the question as to whether the requested Special Use should be granted to Petitioner, at which time all persons present were afforded an opportunity to be heard; and,

WHEREAS, on January 8, 2026, the PZC voted favorably on a motion to approve the Special Uses for the Property to the Corporate Authorities; and,

WHEREAS, the PZC and Corporate Authorities have further found pursuant to Section 4.03 of the UDO that the requested Special Use for self-service storage area meets all of standards as required by the UDO, with the Findings of Fact of the PZC and adopted by the Corporate Authorities as its Findings of Fact, attached hereto and incorporated herein as **Exhibit C**; and,

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) and not less than fifteen (15) days prior to said public hearing; and,

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

WHEREAS, the Corporate Authorities, pursuant to their statutory zoning authority, and the report (PZC 2025-020), findings of fact, and recommendation of the PZC, have determined that it is in the best interests of the health, welfare, and safety of the residents of the Village to approve the Petitioner's request and to grant the Special Use for self-service storage; and,

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

SECTION ONE: INCORPORATION OF RECITALS

The forgoing recital clauses are incorporated herein and adopted as the findings of fact by the Corporate Authorities of the Village of Montgomery.

SECTION TWO: ADOPTION OF FINDINGS OF FACT FOR SPECIAL USES

The Corporate Authorities hereby adopt the findings of fact for the Special Uses as determined by the PZC set forth on **Exhibit C** and as summarized below:

1. The proposed special use will not endanger the health, safety, comfort, convenience, and general welfare of the public.
2. The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
3. The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special uses.
4. The proposed special use will not require utilities, access roads, drainage, and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.
5. The proposed special use is consistent with the intent of the Comprehensive Plan, the UDO, and other land use policies of the Village.

SECTION THREE: GRANTING SPECIAL USES

1. Special Use for Self-Storage Services

- a. That a special use for self-service storage is **HEREBY GRANTED** as follows:

That the Property shall be granted a special use for Self-Storage Services. The special use shall be in substantial accordance with **Exhibit B**, attached hereto and incorporated herein, except as otherwise permitted by the Zoning Officer in the final approval of plans.

2. Conditions.

That the Special Use is hereby granted upon the following conditions and restrictions pursuant to Section 4.03 of the UDO and as otherwise imposed by the Corporate Authorities in granting this application.

- a. The Special Use shall be in substantial conformance with **Exhibit B**, attached hereto and incorporated herein by reference, except with such deviations as are approved by Village staff and consultants in the finalization of plans.
- b. The Special Use may not be expanded or changed, without prior Village approval.
- c. Said Special Use is conditioned upon continued compliance with all Village ordinances and regulations, including the UDO. Petitioner acknowledges that any request for any

additional zoning relief or entitlements shall require separate action by the Corporate Authorities.

- d. Petitioner and/or owner of record of the Property (and their heirs, assigns, lessees, etc.) by applying for the 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 the Special Use shall be binding on the heirs, successors, and/or assigns of the Petitioner and/or owners of record of the Property described in **Exhibit A** hereof.
 - e. The following additional conditions, as recommended by the PZC, shall be applied:
 1. A minimum of three (3) landscaped planters shall be provided along the full length of the front façade of the building to provide some Foundation Landscaping and provide seasonal interest. Petitioners shall be required to keep the vegetation and plants contained in the planters in good health and condition at all times.
 2. Groupings of ornamental grasses and other perennials shall be provided along Douglas Rd., between Babas and Old Second Bank to complement the adjacent landscape improvements on the Old Second Bank site and the DQ across Douglas Rd.
 3. Fire District Approval.
 4. Adoption of the Findings of Fact as outlined in this report.
- 3. The special use permits approval will expire and be revoked if any of the following conditions occur:**
- a. The use has not commenced or a building permit has not been obtained within one (1) year after the approval of the special use permit. The Petitioner may request one (1) extension of this period for up to one (1) additional year by means of written request filed at least thirty (30) days prior to the expiration of the initial one (1) year period. The Zoning Officer must decide whether to grant or deny the applicant's request within fifteen (15) days of receipt of the applicant's written request.
 - b. The licenses or permits required for the operation or maintenance of the use are not obtained or are subsequently terminated.
 - c. The standards of this Ordinance or any of the terms and conditions of the special use permit are violated.
 - d. The operation of the use for which a special use permit has been issued ceases for a period of six (6) consecutive months.

SECTION FOUR: 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.

TITLES AND CAPTIONS: All article, section and paragraph titles or captions contained in this Ordinance are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Ordinance.

INCORPORATION OF EXHIBITS: All exhibits attached to this Ordinance are hereby incorporated herein and made a part of the substance hereof.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois this 26th day of January, 2026.

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

ATTEST:

Debbie Buchanan, Village Clerk of the Village of Montgomery

	Aye	Nay	Absent	Abstain
Trustee Matt Bauman	----	----	----	----
Trustee Ben Brzoska	----	----	----	----
Trustee Dan Gier	----	----	----	----
Trustee Steve Jungermann	----	----	----	----
Trustee Doug Marecek	----	----	----	----
Trustee Theresa Sperling	----	----	----	----
Village President Matthew Brolley	----	----	----	----

EXHIBIT A

Legal Description

1840 Douglas Ave, MONTGOMERY ILLINOIS

PIN: 03-03-100-012

EXHIBIT B

Site Plan

EXHIBIT C

Findings of Fact – Special Use (Self-Service Storage)

According to Section 4.03 of the UDO, the Planning and Zoning Commission must evaluate applications for Special Uses with specific written findings based on each of the following standards.

1. The proposed Special Use will not endanger the health, safety, comfort, convenience and general welfare of the public.

The Special Use will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. The proposed Special Use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

The commercial center was designed and constructed primarily for retail. With additional landscaping added, the proposed use and existing shopping center will be compatible with other properties within the immediate vicinity that have significantly improved the landscaping on their sites.

3. The proposed Special Use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special uses.

The surrounding area is built-out, and the proposed Special Use will not impede the improvement of adjacent properties.

4. The proposed Special Use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

The proposed Special Use does not require additional utilities, access roads, drainage or other facilities.

5. The proposed Special Use is consistent with the intent of the Comprehensive Plan, this Ordinance, and the other land use policies of the Village.

The proposed Special Use with additional landscape improvements to the center will be consistent with the intent of the Comprehensive Plan.



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

Item No. 6B

TO: Village President and Board of Trustees

SUBMITTED BY: Brandy Quance, Village Attorney

MEETING DATE: January 12, 2026

TITLE: Ordinance 2164 Granting a Special Use Permit Kane and Kendall Counties, Illinois (BM Motors Group)

☐ RESOLUTION

☒ ORDINANCE

☐ 1st Reading ☒ 2nd Reading

☐ Waiver of 1st Reading

☐ BID PROPOSAL/AWARD

☐ RECOMMENDATION

☐ OTHER BUSINESS

BACKGROUND/POLICY IMPLICATIONS:

The attached ordinance grants a special use permit for Motor Vehicle Sales.

Additional details can be found in the Planning and Zoning Commission Advisory Report 2025-030

PREVIOUS BOARD/COMMISSION ACTIVITY:

The Planning and Zoning Commission recommended approval of the subdivision by a vote of 6-0.

FISCAL IMPACT:

N/A

Budgeted Item: ☐ YES ☐ NO

Budgeted Amount:

\$

Actual Cost:

\$

Account Number:

###-####-###-##-##

RECOMMENDATION/RESULTS:

The Planning and Zoning Commission recommended approval of this variation.

ATTACHMENTS:

Ordinance 2164 Granting a Special Use Permit, Kane and Kendall Counties, Illinois (BM Motors Group)

REVIEW:

Village Administrator: *Jeff Zoepfel*



VILLAGE OF MONTGOMERY

ORDINANCE 2164

AN ORDINANCE GRANTING SPECIAL USE
IN THE VILLAGE OF MONTGOMERY
KANE AND KENDALL COUNTIES, ILLINOIS
(BM MOTORS GROUP, INC.)

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
THIS 26TH DAY OF JANUARY 2026.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS
THIS 12TH DAY OF JANUARY 2026.

ORDINANCE 2164

AN ORDINANCE GRANTING A SPECIAL USE
IN THE VILLAGE OF MONTGOMERY
KANE AND KENDALL COUNTIES, ILLINOIS
(BM MOTORS GROUP)

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

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-13-1 *et. seq.* provides that the Village President and Board of Trustees of the Village (“**Corporate Authorities**”) of any municipality may in its ordinances provide for the zoning of property; and,

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-13-1.1, provides that the corporate authorities of any municipality may in its ordinances provide for the classification of special uses; and,

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-13-5, the corporate authorities of a municipality may determine to vary the regulations relating to its zoning ordinances; and,

WHEREAS, the Village President and Board of Trustees of the Village (“**Corporate Authorities**”) have adopted a Unified Development Ordinance (“**UDO**”), which has been amended from time to time, which provides for the rezoning (map amendment) of property, classification of special uses and approval of variations; and,

WHEREAS, BM Motors Group, Inc. (“**Petitioner**”) is the owner of certain property located at 1611 Douglas Rd, (“**Property**”), a legal description of which is attached hereto and incorporated as **Exhibit A**; and,

WHEREAS, the Property is located within the corporate boundaries of the Village and is presently zoned B-2 Regional Business District and,

WHEREAS, according to the UDO, motor vehicle sales are classified as special uses; and

WHEREAS, Petitioner has requested a special use for motor vehicle sales (PZC 2025-030); and,

WHEREAS, the Village of Montgomery PZC held a public hearing on January 8, 2026, on the question as to whether the requested Special Use should be granted to Petitioner, at which time all persons present were afforded an opportunity to be heard; and,

WHEREAS, on January 8, 2026, the PZC voted favorably on a motion to approve the Special Uses for the Property to the Corporate Authorities; and,

WHEREAS, the PZC and Corporate Authorities have further found pursuant to Section 4.03 of the UDO that the requested Special Use for motor vehicle sales area meets all of standards as required by the UDO, with the Findings of Fact of the PZC and adopted by the Corporate Authorities as its Findings of Fact, attached hereto and incorporated herein as **Exhibit C**; and,

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) and not less than fifteen (15) days prior to said public hearing; and,

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

WHEREAS, the Corporate Authorities, pursuant to their statutory zoning authority, and the report (PZC 2025-030), findings of fact, and recommendation of the PZC, have determined that it is in the best interests of the health, welfare, and safety of the residents of the Village to approve the Petitioner's request and to grant the Special Use for motor vehicle sales; and,

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

SECTION ONE: INCORPORATION OF RECITALS

The forgoing recital clauses are incorporated herein and adopted as the findings of fact by the Corporate Authorities of the Village of Montgomery.

SECTION TWO: ADOPTION OF FINDINGS OF FACT FOR SPECIAL USES

The Corporate Authorities hereby adopt the findings of fact for the Special Uses as determined by the PZC set forth on **Exhibit C** and as summarized below:

1. The proposed special use will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
3. The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special uses.
4. The proposed special use will not require utilities, access roads, drainage, and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.
5. The proposed special use is consistent with the intent of the Comprehensive Plan, the UDO, and other land use policies of the Village.

SECTION THREE: GRANTING SPECIAL USES

1. Special Use for motor vehicle sales

- a. That a special use for motor vehicle sales is **HEREBY GRANTED** as follows:

That the Property shall be granted a special use for motor vehicle sales. The special use shall be in substantial accordance with **Exhibit B**, attached hereto and incorporated herein, except as otherwise permitted by the Zoning Officer in the final approval of plans.

2. Conditions.

That the Special Use is hereby granted upon the following conditions and restrictions pursuant to Section 4.03 of the UDO and as otherwise imposed by the Corporate Authorities in granting this application.

- a. The Special Use shall be in substantial conformance with **Exhibit B**, attached hereto and incorporated herein by reference, except with such deviations as are approved by Village staff and consultants in the finalization of plans.
- b. The Special Use may not be expanded or changed, without prior Village approval.
- c. Said Special Use is conditioned upon continued compliance with all Village ordinances and regulations, including the UDO. Petitioner acknowledges that any request for any additional zoning relief or entitlements shall require separate action by the Corporate Authorities.

- d. Petitioner and/or owner of record of the Property (and their heirs, assigns, lessees, etc.) by applying for the 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 the Special Use shall be binding on the heirs, successors, and/or assigns of the Petitioner and/or owners of record of the Property described in **Exhibit A** hereof.
 - e. The following additional conditions, as recommended by the PZC, shall be applied:
 1. Fire District Approval.
 2. Adoption of the Findings of Fact as outlined in this report.
 3. Petitioners shall be required to receive all appropriate licensing from the State of Illinois to operate a motor vehicle dealership prior to opening.
3. **The special use permits approval will expire and be revoked if any of the following conditions occur:**
- a. The use has not commenced or a building permit has not been obtained within one (1) year after the approval of the special use permit. The Petitioner may request one (1) extension of this period for up to one (1) additional year by means of written request filed at least thirty (30) days prior to the expiration of the initial one (1) year period. The Zoning Officer must decide whether to grant or deny the applicant's request within fifteen (15) days of receipt of the applicant's written request.
 - b. The licenses or permits required for the operation or maintenance of the use are not obtained or are subsequently terminated.
 - c. The standards of this Ordinance or any of the terms and conditions of the special use permit are violated.
 - d. The operation of the use for which a special use permit has been issued ceases for a period of six (6) consecutive months.

SECTION FOUR: 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.

TITLES AND CAPTIONS: All article, section and paragraph titles or captions contained in this Ordinance are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Ordinance.

INCORPORATION OF EXHIBITS: All exhibits attached to this Ordinance are hereby incorporated herein and made a part of the substance hereof.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois this 26th day of January, 2026.

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

ATTEST:

Debbie Buchanan, Village Clerk of the Village of Montgomery

	Aye	Nay	Absent	Abstain
Trustee Matt Bauman	---	---	---	---
Trustee Ben Brzoska	---	---	---	---
Trustee Dan Gier	---	---	---	---
Trustee Steve Jungermann	---	---	---	---
Trustee Doug Marecek	---	---	---	---
Trustee Theresa Sperling	---	---	---	---
Village President Matthew Brolley	---	---	---	---

EXHIBIT A

Legal Description

1611-1613 Douglas Ave, MONTGOMERY ILLINOIS

PIN: 03-04-226-089

EXHIBIT B

Business Plan

EXHIBIT C

Findings of Fact – Special Use (Motor Vehicle Sales)

According to Section 4.03 of the UDO, the Planning and Zoning Commission must evaluate applications for Special Uses with specific written findings based on each of the following standards.

1. The proposed Special Use will not endanger the health, safety, comfort, convenience and general welfare of the public.

The Special Use will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. The proposed Special Use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

The proposed use is set back from Douglas Rd. and will be visually obscured by the drive-thru restaurant located between the Subject Property and Douglas Rd.

3. The proposed Special Use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special uses.

The surrounding area is built-out, and the proposed Special Use has limited shared access and is unlikely to have a significant impact on the development and improvement of neighboring properties.

4. The proposed Special Use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

The proposed Special Use does not require additional utilities, access roads, drainage or other facilities.

5. The proposed Special Use is consistent with the intent of the Comprehensive Plan, this Ordinance, and the other land use policies of the Village.

The proposed Special Use with additional landscape improvements to the center will be consistent with the intent of the Comprehensive Plan.



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

Item No. 6C

TO: Village President and Board of Trustees

SUBMITTED BY: Patrick Burke, Economic Development Manager

MEETING DATE: January 26, 2026

TITLE: Resolution 2026-004 Approving a Letter of Intent with the Williams Group for the Redevelopment of Village-Owned Property

☒ RESOLUTION

☐ ORDINANCE

☐ 1st Reading ☐ 2nd Reading

☐ Waiver of 1st Reading

☐ BID PROPOSAL/AWARD

☐ RECOMMENDATION

☐ OTHER BUSINESS

BACKGROUND/POLICY IMPLICATIONS:

The Williams Group has expressed interest in redeveloping the Village owned property located at 310 N. River Street. While conducting its due diligence to determine if a mixed-use project would be feasible, the Williams Group has requested that the Village suspend marketing the property. This Letter of Intent would provide the developer 120 days to conduct those necessary services. The Williams Group would provide \$5,000 Earnest Money that would be credited to the purchase. If the purchase did not occur, the Earnest Money would become non-refundable after the due diligence period expired.

PREVIOUS BOARD/COMMISSION ACTIVITY:

N/A

FISCAL IMPACT:

N/A

Budgeted Item: ☐ YES ☐ NO

Budgeted Amount:

\$

Actual Cost:

\$

Account Number:

###-###-###-###-###

RECOMMENDATION/RESULTS:

Staff recommends approval of the Letter of Intent

ATTACHMENTS:

- Resolution 2026-004 Approving a Letter of Intent with the Williams Group for the Redevelopment of Village-Owned Property

REVIEW:

Village Administrator: *Jeff Zoepfel*



RESOLUTION NO. 2026-004

A RESOLUTION APPROVING A LETTER OF INTENT WITH THE WILLIAMS GROUP FOR THE REDEVELOPMENT OF VILLAGE-OWNED PROPERTY

WHEREAS, the Village of Montgomery (“**Village**”) is a non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1 *et seq.*) and Section 7 of Article VII of the Constitution of the State of Illinois; and,

WHEREAS, The Williams Group has expressed interest in redeveloping the Village owned property located at 310 N. River Street; and,

WHEREAS, The Williams Group has requested that the Village suspend marketing the property while it conducts its due diligence to determine if a mixed-use project would be feasible; and,

WHEREAS, the Williams Group would provide \$5,000 Earnest Money that would become non-refundable after the due diligence period ended.

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

SECTION 1: The foregoing recitals are incorporated into this Resolution as if fully set forth in this section.

SECTION 2: The Letter of Intent is hereby approved as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3: This Resolution shall be effective as of the date of its adoption.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, this 26th day of January 2026.

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

ATTEST:

Debbie Buchanan, Village Clerk of the Village of Montgomery

	Aye	Nay	Absent	Abstain
Trustee Matt Bauman	----	----	----	----
Trustee Ben Brzoska	----	----	----	----
Trustee Dan Gier	----	----	----	----
Trustee Steve Jungermann	----	----	----	----
Trustee Doug Marecek	----	----	----	----
Trustee Theresa Sperling	----	----	----	----
Village President Matthew Brolley	----	----	----	----

EXHIBIT A

Letter of Intent



Village President
MATT BROLLEY

Village Clerk
DEBBIE BUCHANAN

Trustees
MATT BAUMAN
BEN BRZOSKA
DAN GIER
STEVE JUNGERMANN
DOUG MARECEK
THERESA SPERLING

Village Administrator
JEFF ZOEPHEL

Assistant Village Administrator
MEGHAN OSTREKO

Chief of Police
PHIL SMITH

Director of Community
Development
SONYA ABT

Director of Finance
CHRISTOPHER MINICK

Director of Public Works
MARK WOLF

January 9, 2026
The Williams Group
Mike Williams, Chief Operating Officer
107 S. Bridge Street
Yorkville, IL 60560
Re: Letter of Intent - Property Acquisition of 310 N. River St Parcel Number 15-32-281-006

Dear Mr. Williams,

The purpose of this letter of intent ("LOI") is to confirm the interest of The Williams Group (the "**Purchaser**") in purchasing 310 N. River Street, Montgomery, Illinois, Parcel Number 15-32-281-006 and more fully described on Exhibit A, (the "**Property**") from the Village of Montgomery, owner of record, (the "**Seller**").

The purchase of the Property by the Purchaser is based on the following terms and subject to Purchaser and Seller entering into a real estate sale and purchase agreement.

Purchase Price: Seventy-Six Thousand Dollars (\$76,000)

Title: Seller shall convey the Property to Purchaser by Warranty Deed subject only to: (i) general real estate taxes to the extent not due and payable; (ii) acts done or suffered by Purchaser; (iii) covenants and conditions of record which the Purchaser reasonably approves; and, (iv) such other exceptions to title acceptable to Purchaser in its sole discretion.

Real Estate Taxes: All debts, liabilities, and obligations of the Seller with respect to the Property, except general real estate taxes not then due and payable, shall be paid when due and satisfied by the Seller. The Property is exempt from general real estate taxes, and, therefore, Seller shall not be obligated for any real estate taxes.

Earnest Money: Upon execution of this Letter of Intent, Purchaser, shall deposit a \$5,000 earnest money check within three (3) business days of execution of the LOI with Zukowski, Rogers, Flood & McArdle, 50 N. Virginia Street, Crystal Lake, Illinois 60014, as escrow agent ("Escrow Agent") as a refundable Earnest Money deposit to be credited toward the Purchase Price at closing. The earnest money becomes non-refundable after the Due Diligence Period has been completed.

Due Diligence Period: Purchaser shall have 120 days (the "Due Diligence Period") from the date of execution of the LOI to cause one or more surveyors, attorneys, engineers, architects and other experts of its choice and at Purchaser's expense to (i) inspect any documents related to the Property, (ii) inspect, examine, survey, obtain engineering inspections, environmental inspections, and otherwise do that which, in the opinion of Purchaser, is necessary to determine the condition of the Property, (iii) negotiate an Economic Development Incentive Agreement with the Village of

Montgomery which shall facilitate the construction of a mixed-use two-story building with commercial on the ground floor and residential on the second floor; (iv) investigate the availability of acceptable construction financing; and (v) agree upon construction and development schedule with the Village of Montgomery. Purchaser must be satisfied in all respects in its sole discretion with the results of such inspections and investigations. Purchaser understands and agrees that the information obtained pursuant to such inspections shall be kept in confidence and shall not be revealed to outside parties other than to its lenders, principals, affiliates, or clients or as otherwise required by law. The Due Diligence Period can be extended in 30 day increments by mutual agreement of Purchaser and Seller; however, the Due Diligence Period shall not exceed one hundred eighty (180) days. Purchaser will return the Property to its original condition prior to the expiration of the Due Diligence Period.

Closing Date: The closing date of the purchase of the Property shall be no later than sixty (60) days after the expiration of the Due Diligence Period.

Closing Costs: Seller and Purchaser each shall be responsible for fifty percent (50%) of the survey expenses, owner's title insurance premiums and title commitment update fees, state and county transfer taxes, and the Village transfer tax.

Marketing: Seller will not market the Property through the Due Diligence Period, without the Purchaser's prior approval.

Exclusivity: The Seller will not negotiate with another party for the acquisition and development of the Property during the pendency of this LOI.

Sincerely,


Patrick Burke
Economic Development Manager
Village of Montgomery
pburke@montgomeryil.org

AGREED TO AND ACCEPTED
As of the ____ day of January, 2026.

VILLAGE OF Montgomery, IL

By: _____
Name: _____
Its: _____

The Willilams Group


By: 
Name: Mike Williams
Its: Chief Operating Officer
The Williams Group

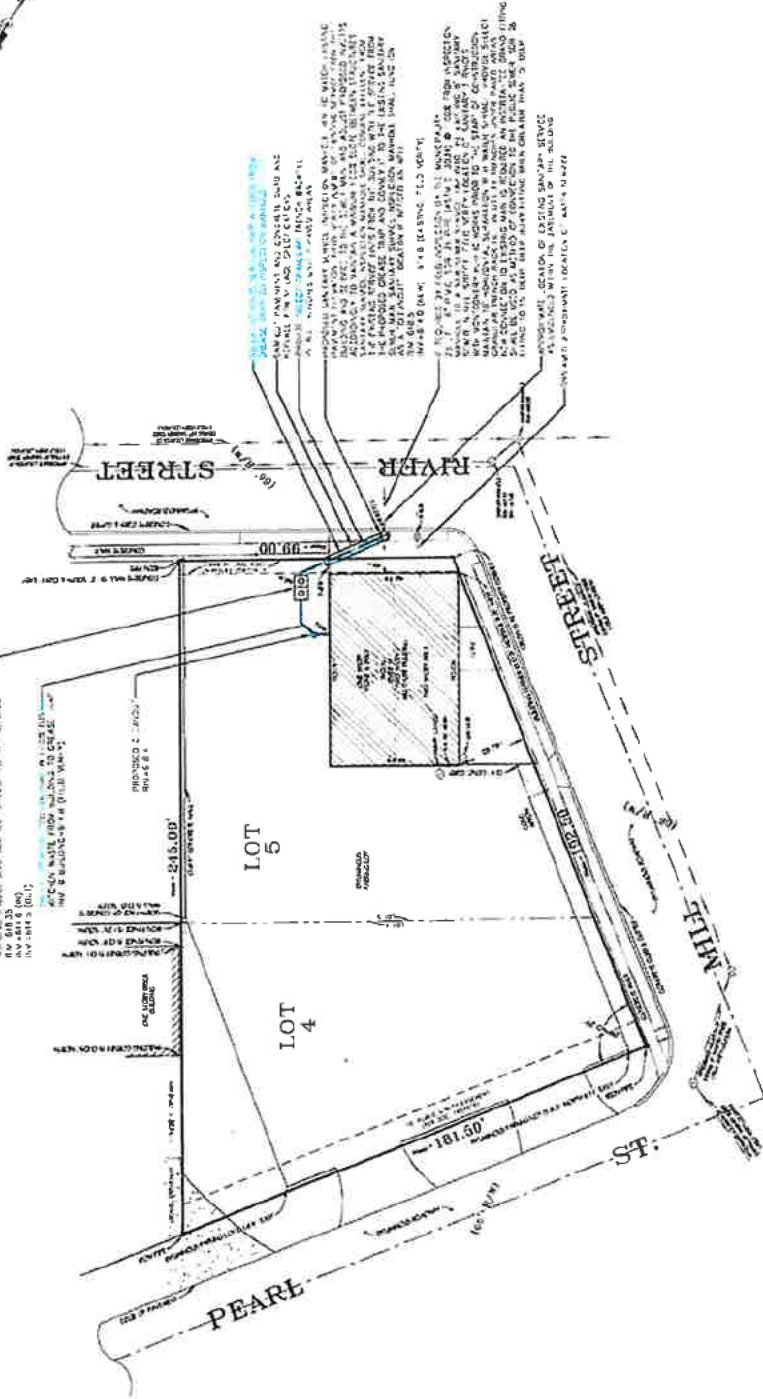
Exhibit A

THE VILLAGE OF MONTGOMERY, KANE COUNTY, ILLINOIS
RECORDED APRIL 30 1888 IN BOOK 14 OF PLATS, PAGE 17 AS DOCUMENT 28117; IN
VOLUME 3, TOWNSHIP 4 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN,
AND 3 AND 3 1/2 BLOCKS AS SHOWN ON THE MAP OF MONTGOMERY IN SECTIONS 31,
32, 33, 34 AND 35.

NOTE: PROTECT THE EXISTING WATER SERVICE TO THE BUILDING AND MAINTAIN THE NECESSARY SEPARATING DISTANCES PER CODE. INSPECT WATER SERVICE AT THE TOP OF CONSTRUCTION TO VERIFY IT IS AN EXISTING 1-1/2" SERVICE. IF UPON INSPECTION IT IS DETERMINED THE SERVICE IS NOT AT LEAST A 1-1/2" WATER SERVICE IT SHALL BE REPAIRED BACK TO THE EXISTING 1-1/2" WATER SERVICE. CONSULT WITH THE VILLAGE AT THAT TIME FOR APPROVED MATERIALS AND PROCEDURES.

NOTE:
PROPOSED SANITARY SERVICE FROM BUILDING TO GREASE TRAP
AND GREASE TRAP TO INSPECTION MANHOLE SHALL HAVE A
MINIMUM OF 3' COVER

NOTE:
FOR INFORMATION RELATIVE TO THE UNDERLYING
SUPPORT NOTES TO BEYOND PREPARED BY
A.D. CARRASCO, L.A.S. BLANVET
THE NUMBER 2 MAY BE ADDED 06/08/12

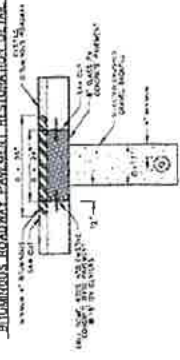


GRADING NOTES

TOPOGRAPHIC & GRADING PLAN LEGEND

Figure 1 is a schematic diagram of the experimental setup. It shows a central vertical axis with a coil wound around it. The coil is connected to a circuit that includes a power source, a switch, and a resistor. The circuit is also connected to a computer system (labeled 'COMPUTER') which is used to measure the induced voltage. The diagram is labeled with various components and their connections.

Abstract

[illegible]



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

Item No. 6D

TO: Village President and Board of Trustees

SUBMITTED BY: Brandy S. Quance, Village Attorney

MEETING DATE: January 26, 2026

TITLE: IGA with Kane County regarding Access and Improvements to Orchard Road between Jericho Road and U.S. Route 30

- ☐ RESOLUTION
- ☐ ORDINANCE
 - ☐ 1st Reading ☐ 2nd Reading
 - ☐ Waiver of 1st Reading
- ☐ BID PROPOSAL/AWARD
- ☐ RECOMMENDATION
- ☒ OTHER BUSINESS

BACKGROUND/POLICY IMPLICATIONS:

Kane County has exclusive jurisdiction over Orchard Road (Kane County Highway No. 83) between Jericho Road and U.S. Route 30. Kane County has designated Orchard Road as a limited access freeway and, therefore, controls access. This affects properties located within the Village along Orchard Road. The attached IGA provides more clarity for access to Orchard Road (including the extension of Aucutt Road), parameters for the development of adjacent properties, and ownership, operation, and maintenance of traffic signals.

The IGA was approved by the Kane County Transportation Committee on January 20th and is on the agenda for the Kane County Board meeting on February 10th for approval.

PREVIOUS BOARD/COMMISSION ACTIVITY:

None.

FISCAL IMPACT:

Budgeted Item: ☐ YES ☐ NO
Budgeted Amount:
\$
Actual Cost:
\$
Account Number:
###-###-###-###-##

RECOMMENDATION/RESULTS:

Staff recommends approval of the IGA.

ATTACHMENTS:

- IGA between the Village of Montgomery and the County of Kane regarding Access and Improvements to Orchard Road between Jericho Road and U.S. Route 30

REVIEW:

Village Administrator: *Jeff Zoepfel*

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF MONTGOMERY AND THE COUNTY OF KANE
REGARDING ACCESS AND IMPROVEMENTS TO
ORCHARD ROAD BETWEEN JERICHO ROAD AND U.S. ROUTE 30**

This Agreement (hereinafter, the “Agreement”) entered into this ____ day of ____ 2026, by and between the County of Kane, a body corporate and politic of the State of Illinois (hereinafter, the “COUNTY”) and the Village of Montgomery, a municipal corporation of the State of Illinois (hereinafter, the “VILLAGE”). The COUNTY and the VILLAGE are sometimes hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WITNESSETH

Whereas, the VILLAGE and the COUNTY are authorized to agree and cooperate amongst themselves pursuant to the provisions of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*); and

Whereas, the COUNTY has exclusive jurisdiction over Kane County Highway No. 83, also known as Orchard Road; and

Whereas, Orchard Road has been designated by the COUNTY as a freeway pursuant to the Illinois Highway Code of the Illinois Compiled Statutes (605 ILCS 5/8-101); and,

Whereas, the COUNTY has designated Orchard Road as a limited access freeway and a strategic regional arterial, consistent with the Illinois Highway Code and has adopted, consistent with local and state law, the Kane County Division of Transportation – Transportation Permit Regulations and Access Control Regulations (hereinafter, the “KDOT-TPR”); and

Whereas, the COUNTY wishes to secure the support and cooperation of the VILLAGE in the enforcement of the KDOT-TPR related to the control of access to that segment of Orchard Road identified in the above recital ("Subject Area"). The purpose of this joint agreement is to facilitate and assure the safety of the travelling public, to facilitate the free flow of traffic in the Subject Area now and in the future, and finally to otherwise permit the orderly development of property adjacent to the identified segment of Orchard Road in the Subject Area; and

Whereas, some or all of the properties located within the Subject Area are being redeveloped, and the VILLAGE desires the COUNTY to permit certain access permits within the Subject Area; and

Whereas, the Parties have determined that control of access to Orchard Road is necessary for the safety of the motoring public, responsible transportation planning, and proper land use planning; and

Whereas, the Parties acknowledge and agree that, the planning and improvements as described herein will be a benefit to and provide for the safety of the residents of the COUNTY, the VILLAGE, and the traveling public in general throughout the Subject Area.

NOW THEREFORE, in consideration of the foregoing recitals and of other good and valuable consideration, the adequacy and sufficiency of which is hereby stipulated, the Parties hereto covenant and agree as follows:

1. The Parties acknowledge and agree that the recitals set forth above are hereby incorporated herein as substantive provisions of this Agreement. The Parties further acknowledge and agree that Exhibit "B" to this Agreement defines several terms frequently used in this Agreement.

2. The Parties agree that each shall, in the exercise of its respective planning jurisdiction, require all new development in the Subject Area to provide ingress to and egress from Orchard Road in a manner consistent with the provisions of this Agreement, at the locations generally depicted in Exhibit "A".
3. The Parties acknowledge that the COUNTY has exclusive jurisdiction over Orchard Road. Nothing in this Agreement is intended to, nor shall it be construed to, alter or change the existing jurisdictional rights and responsibilities of the COUNTY over any portion or use of a COUNTY highway.
4. The Parties agree that, within their respective planning jurisdictions, each Party, in its review and approval of any development proposal, shall require provisions for access to the Subject Area that are consistent with the terms of this Agreement as depicted in the attached Exhibit "A;" however, additional Right In/Right Out Only highway access (ingress and egress) may be allowed to and from the Subject Area by the Kane County Engineer and may be reviewed and permitted pursuant to KDOT-TPR on a case-by-case basis. These circumstances include but are not limited to, the grant of special use, approval of zoning map amendments, approval of plats of subdivision, and approval of annexation agreements for all property abutting and adjacent to the Subject Area.
5. The Parties shall cooperate during the review and approval process for developing the properties abutting or adjacent to the Subject Area. Cooperation shall include, but not be limited to, the solicitation by each Party of review and comments from the other prior to any annexation, subdivision, zoning or land use change abutting or adjacent to the Subject Area as it relates to access to Orchard Road.
6. Each Party shall limit highway access (ingress and egress) to and from the Subject Area to the specified locations identified in Exhibit "A;" however, additional Right In/Right Out Only highway access (ingress and egress) may be allowed to and from the Subject Area

by the Kane County Engineer and may be reviewed and permitted pursuant to KDOT-TPR on a case-by-case basis. The Parties shall review, for permit considerations, each specified access point and the final intersection design regardless of whether said access point is signalized or un-signalized. The exact locations for all access points will be determined in accordance with the current policies, regulations, and standards of the COUNTY.

7. The VILLAGE and COUNTY agree that each shall require access to Orchard Road to be in substantial conformity with the plan identified in Exhibit "A" and consistent with the location of the following access points (except additional Right In/Right Out Only highway access may be allowed by the Kane County Engineer on a case-by-case basis as set forth in Section 6 above), with the specific access points and the final design to be approved by the Kane County Engineer:
 - A. JERICO ROAD – An existing signalized Full Intersection.
 - B. CORNELL AVENUE – An existing Right In/Right Out Only intersection serving the east side of Orchard Road.
 - C. ACCESS C – An existing Right In/Right Out Only intersection serving the west side of Orchard Road, located approximately 800 feet south of Jericho Road.
 - D. ROCHESTER DRIVE – An existing signalized, "T" intersection serving the east side of Orchard Road. Upon the development of the west side of Orchard Road, opposite Rochester Drive, a future Full Intersection shall be permitted at this access point pursuant to the KDOT-TPR and the requirements of this Agreement.
 - E. ACCESS E – An existing Right In/Right Out Only intersection serving the east side of Orchard Road, located approximately 450 feet south of Rochester Drive.

- F. ACCESS F – An existing “T” intersection serving the east side of Orchard Road only, located approximately 875 feet south of Rochester Drive.
- G. KNELL ROAD – An existing “T” intersection serving the east side of Orchard Road, located approximately 460 feet south of Rochester Drive. Upon the development of the west side of Orchard Road opposite United Drive, a future Full Intersection shall be permitted at this access point pursuant to the KDOT-TPR and the requirements of this Agreement.
- H. ACCESS H – A Right Out Only intersection serving the east side of Orchard Road, located approximately 620 feet south of Knell Road.
- I. AUCUTT ROAD – An existing signalized, “T” intersection serving the east side of Orchard Road. A future Full Intersection shall be permitted at this access point pursuant to the KDOT-TPR and the requirements of this Agreement.
- J. ACCESS J – An existing Right In/Right Out Only intersection serving the east side of Orchard Road, located approximately 500 feet south of Aucutt Road.
- K. COUNTRYSIDE AVENUE - An existing “T” intersection serving the east side of Orchard Road. Upon the development of the west side of Orchard Road, opposite Countryside Avenue, a future Full Intersection shall be permitted at this access point pursuant to the KDOT-TPR and the requirements of this Agreement.
- L. BRENTWOOD AVENUE – An existing Right In/Right Out Only intersection serving the east side of Orchard Road.
- M. U.S. ROUTE 30 – An existing signalized Full Intersection.

8. In the design and construction of improvements located in the Subject Area, the Parties shall require, at a minimum, the following features:

A. Internal Access Roads/Cross-Access Easements. As part of the development of the Subject Area, the Parties shall require internal access roads, drives and/or cross-access easements for the properties abutting or adjacent to Orchard Road. The Parties shall ensure that the owners of these properties provide and maintain such cross-access easements and/or internal access roads, including the upkeep of roadway striping, signage, and pavement. The exact locations for all internal access roads, drives and/or cross-access easements shall be determined in accordance with good engineering judgment and the current policies, regulations, and standards of the VILLAGE.

Such internal access roads, drives and/or cross-access easements will be designed to:

- i. Be suitable for and accessible to varying types of vehicular traffic.
- ii. Provide connections in conformity with Exhibit "A."
- iii. Improve traffic flow, safety or other practical engineering concerns.
- iv. Include appropriate pavement markings, signage and traffic control devices of standard design and application.

B. Dedication of Right-of-Way and Easements. To provide for the future expansion of the roadway facilities in the Subject Area, the VILLAGE shall, as part of any annexation, re-zoning, major site modification or change in use to any parcel having frontage on Orchard Road in the Subject Area, require a minimum conveyance of the right of way and grant of easements. The VILLAGE shall reserve and acquire the right-of-way and easement area(s), at no expense to the COUNTY, for the following: (i) a total of eighty-five feet (85') of right-of-way along Orchard Road, in the name of the County of Kane, from the centerline of the existing pavement of Orchard Road (and any

existing right-of-way from the centerline shall be included in the eighty-five feet (85') and not in addition to the eighty-five feet (85')); (ii) a fifteen foot (15') to twenty foot (20') wide utility easement granted to the County of Kane and their designees, to be established immediately adjacent to the Orchard Road right-of-way; and (iii) a fifty foot (50') by fifty foot (50'), or thirty foot (30') by thirty foot (30'), triangular shaped right-of-way parcel to be conveyed to the County of Kane in fee simple at the Exhibit "A" Full Intersections and limited access intersections, respectively, to ensure clear sight line distances and accommodate possible future traffic signal installations. The amount and location of any specific right-of-way conveyance or grant of easement to the COUNTY, as described in this paragraph, shall be first approved by the Kane County Engineer prior to such conveyance or grant.

- C. Throat Length. The standard for minimum Throat Length for "T" Intersection/Full Access and Right-In/Right-Out Only Access points to Orchard Road shall be five hundred feet (500') and two hundred fifty feet (250'), respectively. These distances are subject to variation under special circumstances and only upon approval by the County Engineer in accordance with the KDOT-TPR.
- D. Deceleration Lanes. Properly designed deceleration lanes shall be required in the approach to all access points. Such deceleration lanes will be designed in accordance with policies established by the COUNTY and design standards mandated by the Kane County Engineer to accommodate intersection improvement setbacks for the future six (6) lane cross section of Orchard Road.
- E. Storm Water Detention. The VILLAGE shall require the property owner(s)/developer(s) in the Subject Area to designate additional storm water detention areas for the proposed improvement prior to the development any access points to Orchard Road contemplated by this Agreement. The designated storm water detention areas must accommodate any access-related improvements as well

as the future six (6) lane cross section of Orchard Road and comply with the storm water detention requirements set forth under Illinois law and the Kane County Code.

The VILLAGE (through the owner(s)/developer(s)) shall demonstrate to the COUNTY that the additional increase in run-off from the future six (6) lane cross section of Orchard Road is accommodated in the proposed storm water planning for the development. This requirement will be understood such that only the half-portion of the future six (6) lane cross section of Orchard Road on the subject property's frontage of the county highway will require this additional stormwater accommodation. The volume of the storm water detention, provided on the site being developed, shall include the volume for a one hundred (100) year storm for the additional impervious surface. Each Party shall require any property owner(s) and/or developer(s) making such improvements to provide such storm water detention at no cost to the COUNTY. A Storm Water Management Report and Site Improvement Plan shall be submitted to the COUNTY for review prior to approval of any storm water detention for the development. Any berms or water detention facilities shall conform to the Illinois Compiled Statutes (605 ILCS 5/9-115.1), regarding setback from the highway right-of-way. Detention facilities shall be setback from the highway right of way a minimum of ten feet (10') plus one and one-half times the depth of the storm water retention or detention facility. The toe of any berm shall be set back a minimum distance of ten feet (10') from the adjacent highway right-of-way. Setbacks will apply to any proposed right-of-way required for the COUNTY highways.

9. THE COUNTY shall own, operate, and maintain future traffic signals, signal interconnect systems, roadway lighting and Emergency Vehicle Preemption (EVP) systems on Orchard Road. The Parties agree that if the VILLAGE requests signalization of an existing intersection, requests access expansion at an existing signalized intersection, or requests an access point that warrants or that may warrant future traffic signals as determined by the County Engineer, upon such a request, the VILLAGE shall pay or cause to be paid the

entire cost to construct, energize, operate, and maintain said traffic signals, roadway lighting, Emergency Vehicle Preemption (EVP) system, signalization interconnect systems, and any other infrastructure improvements associated with such access signalization. Under these circumstances, the VILLAGE shall pay to the COUNTY said costs to energize, operate, and maintain any such signals within ninety (90) days of the receipt of an invoice from the COUNTY and the cost sharing associated with all other existing traffic signals shall continue between the Parties as has historically taken place prior to the execution date of this Agreement.

10. There is existing grass median in the Subject Area, without any raised landscaped features such as trees, shrubs, decorative grasses, etc. In the Orchard Road median, landscaping features beyond grass will not be allowed without a maintenance agreement with COUNTY. COUNTY will continue to maintain the existing grass median in accordance with its normal maintenance policies. Mowing may occur as infrequently as twice per year. Future road projects involving the median may eliminate portions of the grass median in favor of a paved median.
11. Per County Ordinance 22-27 and as amended hereafter, all new developments, as defined in the Ordinance, in Kane County are responsible for transportation impact fees due to the COUNTY and collected by the Kane County Division of Transportation. In conjunction with the COUNTY, and to promote fair and uniform compliance with this program, the VILLAGE agrees to provide written notice to all municipal building permit applicants of Kane County's Transportation Impact Fee Ordinance. The VILLAGE agrees to confirm payment of all transportation impact fees due prior to the issuance of municipal building permits. This commitment applies to all municipal building permits issued Village-wide, subsequent to the execution of this Agreement.
12. All access to Orchard Road shall be subject to the review and approval of the COUNTY. Access will be permitted in accordance with this Agreement and the version of the KDOT-

Permit Regulations and Access Control Regulations in effect at the time of the execution of this Agreement and any other applicable regulations and design standards. If, however, there is a conflict between said policies and standards and this Agreement, the terms of this Agreement shall control. Notwithstanding anything herein to the contrary, any and all future amendments to the KDOT Permit Regulations and Access Control Regulations that relate to safety shall apply to this Agreement and shall take precedence over the terms hereof.

13. The VILLAGE agrees, utilizing its franchise or other rights when necessary to locate or relocate any utilities, municipal or otherwise, along Orchard Road in accordance with the requirements of the COUNTY to avoid potential roadway/utility conflicts for any road widening projects. Utility easements shall be established outside the rights-of-way of Orchard Road unless otherwise agreed to by the County Engineer of Kane County. All utilities located within the right-of-way of Orchard Road shall require a permit from the COUNTY.
14. Nothing contained within this Agreement is intended to create or establish, any legal relationship between the Parties other than their respective duties and obligations identified herein.
15. The provisions of this Agreement are severable. If any provision of this Agreement, or the application thereof, to any person or circumstance is held to be invalid or unenforceable by law, the remainder of this Agreement and its application to other persons or circumstances shall remain in full force and effect.
16. All of the Parties' obligations and representations related to access and design of the work contemplated in the Subject Area are established solely by this Agreement. All prior oral agreements, negotiations, representations, and prior written agreements related to access and design of the Subject Area are superseded by this Agreement.

17. Any alterations, amendments, deletions, or waivers of any provisions of this Agreement shall be valid only when expressed in writing and executed by all of the Parties.

18. This Agreement shall remain in full force for a period of twenty (20) years, beginning on the date this Agreement is executed by all of the Parties. The Agreement shall automatically renew for successive periods of twenty (20) years without any further action by the Parties.

19. Any notices required or permitted under this Agreement shall be sufficiently given if mailed by certified mail, return receipt requested, to the parties as follows:

Kane County:

Attn: County Engineer
Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

Village of Montgomery:

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

With a copy to:

Brandy S. Quance
Zukowski, Rogers, Flood & McArdle
50 N. Virginia Street
Crystal Lake, IL 60014

20. Each person signing below on behalf of one of the Parties agrees, represents and warrants that they have been duly and validly authorized to sign this Agreement on behalf of their party.

Executed this ____ day of _____ 2026.

COUNTY OF KANE

By: _____

Corinne Pierog
Chairman, County Board

Attest: _____

John A. Cunningham
County Clerk

VILLAGE OF MONTGOMERY

By: _____

Matt Brolley
Village President

Attest: _____

Debbie Buchanan
Village Clerk

LIST OF EXHIBITS

EXHIBIT A

Orchard Road Access Exhibit

EXHIBIT B

Definitions

DRAFT



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

Item No. 6E

TO: Village President and Board of Trustees

SUBMITTED BY: Mark Wolf, Director of Public Works

MEETING DATE: January 26, 2026

TITLE: PSA for 2026 Watermain Improvement Project (S. River Street) –
Construction Engineering

- ☐ RESOLUTION
- ☐ ORDINANCE
 - ☐ 1st Reading ☐ 2nd Reading
 - ☐ Waiver of 1st Reading
- ☐ BID PROPOSAL/AWARD
- ☐ RECOMMENDATION
- ☒ OTHER BUSINESS

BACKGROUND/POLICY IMPLICATIONS:

The Village applied for IEPA SRF funding for the 2026 Watermain Improvement project. This project would consist of watermain replacement on S. River Street, Jefferson Street and Case Street. This improvement would include looping of watermain on Jefferson Street and Case Street to eliminate the existing auto flushers at the dead end of Jefferson Street and Case Street. The elimination of these auto flushers would help the Village continue towards its goal of NRW less than 10%. The project did not make the intended funding list for 2026 but the Village is looking to receive bypass dollars through the SRF program in February. In order to receive bypass dollars the IEPA requires the Village to have approved the construction engineering agreement. Staff is requesting approval of the PSA with EEI for the construction engineering for the 2026 Watermain Replacement project contingent on receiving bypass dollars. The scope of services is detailed in the attached PSA – Attachment B. If bypass dollars are not received, then this project would apply for funding again in 2027.

PREVIOUS BOARD/COMMISSION ACTIVITY:

FISCAL IMPACT:

Account Number: 211-5060-560-78-09

Budgeted Item: ☒ YES ☐ NO
Budgeted Amount:
\$235,000
Actual Cost:
\$208,471
Account Number:
211-5060-560-78-09

RECOMMENDATION/RESULTS:

ATTACHMENTS:

PSA for 2026 Watermain Improvement Project (S. River Street) – Construction Engineering

REVIEW:

Village Administrator: *Jeff Zoepfel*

Agreement for Professional Services 2026 Water Main Improvements - S. River Street

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Construction engineering will be provided for approximately 5,600 linear feet of 8-inch ductile iron water main and related appurtenances, as well as roadway patching, sidewalk, and curb and gutter improvements along S. River Street, Case Street, and Jefferson Street. (See Attachment D for project limits). Engineering will be in accordance with all Village, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$194,871. Direct expenses are estimated at \$13,600. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every 30 days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any



attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent ENGINEER:

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

H. Certifications:

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

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

Loan Default: If the ENGINEER is an individual, the ENGINEER certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship



Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

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

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

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

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

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

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



books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The ENGINEER agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The ENGINEER certifies that he/she is a: ☒ United States Citizen ☐ Resident Alien ☐ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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



K. Additional Terms or Modification:

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

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Location Map
Attachment E:	Anticipated Project Schedule
Attachment F:	2025 Standard Schedule of Charges
Attachment G:	IEPA Professional Services Contract Clauses
Attachment H:	USEPA / WIFIA Professional Services Contract Clauses



L. Notices:

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

For the Village:

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

For the ENGINEER:

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

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

Agreed to this ____day of _____, 2026.

Village of Montgomery

Engineering Enterprises, Inc.:

Matt Brolley
Village President

Kyle D. Welte, P.E.
Project Manager

Debbie Buchanan
Village Clerk

Angela R. Smith
Executive Assistant



STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing. However, to the extent that the Scope of Work differs from the Standard Terms and Conditions, the Scope of Work document controls.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to



the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



2026 Water Main Improvements – S. River Street Construction Engineering

Village of Montgomery

Attachment B – Scope of Services

The Village of Montgomery intends to install approximately 5,600 linear feet of 8-inch ductile iron water main and related appurtenances, as well as road way patching, sidewalk, and curb and gutter improvements along S. River Street, Case Street, and Jefferson Street.

CONSTRUCTION ENGINEERING

3.1 Construction Administration

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Water Loss Notices
- Coordinate with Village Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Daily Updates to Village or as Required Based on Onsite Activities
- Ensure Proper Documentation and Execution of WIFIA and SRF Loan Documents

3.2 Construction Layout and Record Drawings

- Stake Proposed Water Main
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

3.3 Construction Observation and Documentation

- Review Staked Water Main
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineer Services for Construction
- Coordinate Any Required Testing on Behalf of the Village and Review Test Reports
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

The following scope of services will be provided by EEI's Subconsultant when selected:

- Material Testing for Quality Assurance

The above scope for "2026 Water Main Improvements – S. River Street" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT	PROJECT NUMBER	
Village of Montgomery	MO2526	
PROJECT TITLE	DATE	
2026 Water Main Improvements - S. River Street	1/6/26	
	PREPARED BY	KDW

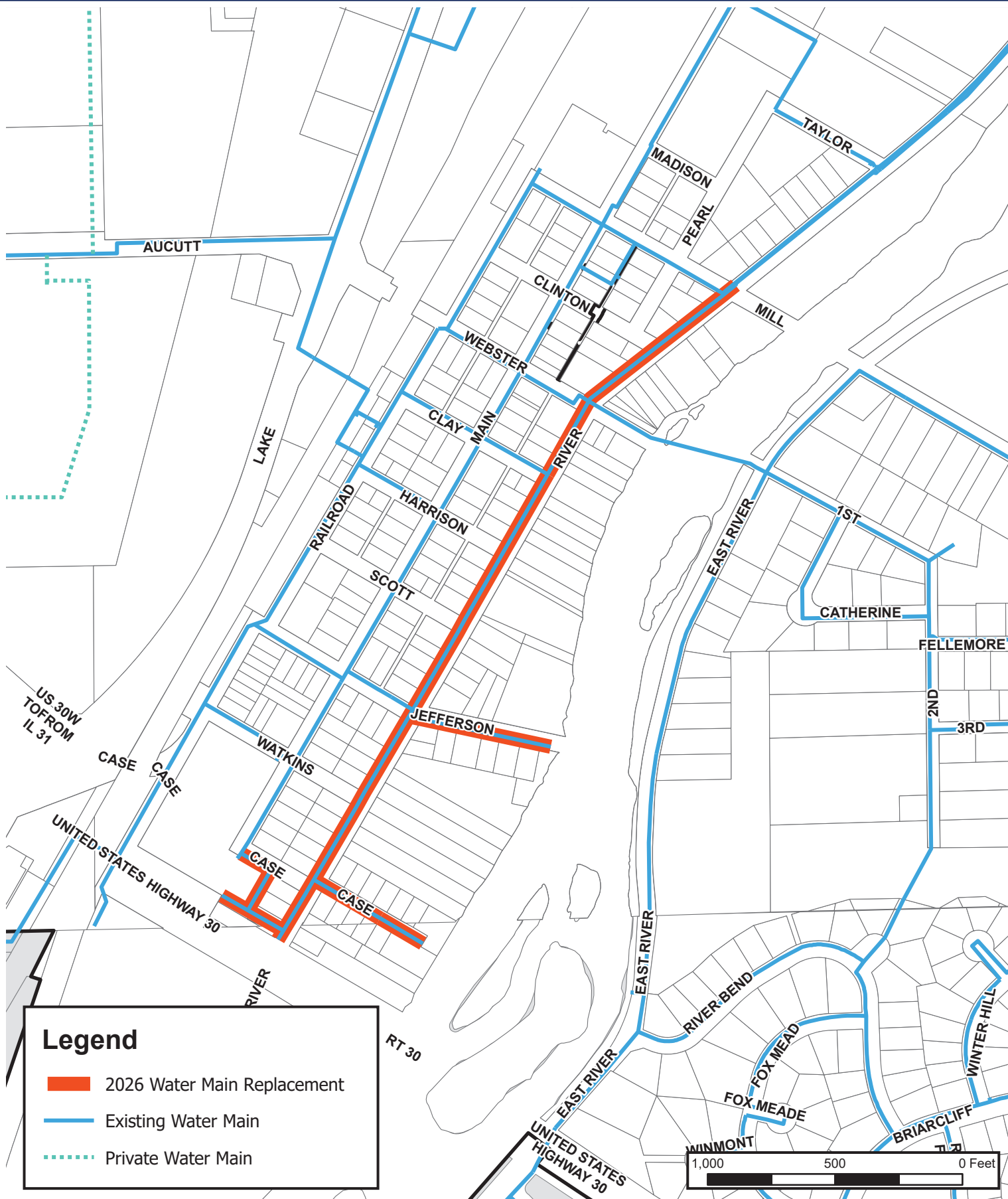
TASK NO.	TASK DESCRIPTION	ROLE	SPM	PM	PE	PE	PM	SPT2	PE	ADMIN	HOURS	COST
		RATE	\$243	\$218	\$175	\$175	\$218	\$182	\$175	\$75		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration		12	82	-	62	-	-	-	2	158	\$ 31,792
3.2	Construction Layout and Record Drawings		-	2	-	4	-	69	36	-	111	\$ 19,994
3.3	Observation and Documentation		8	12	-	789	-	-	-	6	815	\$143,085
	Construction Engineering Subtotal:		20	96	-	855	-	69	36	8	1,084	\$194,871
PROJECT TOTAL:			20	96	-	855	-	69	36	8	1,084	194,871

DIRECT EXPENSES	
Printing/Postage =	\$ 500
Vehicle Charges (\$65/day)=	\$ 9,100
Material Testing =	\$ 4,000
Environmental Assessment =	\$ -
DIRECT EXPENSES = \$ 13,600	

LABOR SUMMARY	
EEI Labor Expenses =	\$176,013
Surveying Expenses =	\$ 18,858
Drafting Expenses =	\$ -
TOTAL LABOR EXPENSES \$194,871	

TOTAL COSTS	\$208,471
-------------	-----------





Legend

- 2026 Water Main Replacement
- Existing Water Main
- ... Private Water Main

1,000 500 0 Feet



Engineering Enterprises, Inc.

52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com

DATE: JULY 2025
PROJECT NO.: MO2526
BY: MJT
PATH: H:\GIS\PUBLIC\Montgomery\2025\MO2526
FILE: MO2526_2025 Water Main Improvements

ATTACHMENT D 2026 WATER MAIN IMPROVEMENTS LOCATION MAP



ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER											
Village of Montgomery		MO2526											
PROJECT TITLE		DATE		PREPARED BY									
2026 Water Main Improvements - S. River Street		1/6/26		KDW									
TASK NO.	TASK DESCRIPTION												
		2026						2027					
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY
DESIGN ENGINEERING													
3.1	Contract Administration												
3.2	Construction Layout and Record Drawings												
3.3	Observation and Documentation												





ENGINEERING ENTERPRISES, INC.

ATTACHMENT F

52 Wheeler Road, Sugar Grove, IL 60554
Ph: 630.466.6700 • Fx: 630.466.6701
www.eeiweb.com

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS*

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$235.00
Expert Testimony		\$290.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	

* unless specified otherwise in agreement

OUTSTANDING SERVICE • EVERY CLIENT • EVERY DAY



EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Kyle D. Welte

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

☐

I am unable to certify to the above statements. May explanation is attached.

ATTACHMENT H
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment F-2.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".

ATTACHMENT H
SUPPLEMENTARY USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



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

Item No. 7A

TO: Village President and Board of Trustees

SUBMITTED BY: Sonya Abt, AICP, Director of Community Development

MEETING DATE: January 26, 2026

TITLE: Discussion on Code Amendments related to Vehicle Impact Protection

☐ RESOLUTION

☐ ORDINANCE

☐ 1st Reading

☐ 2nd Reading

☐ Waiver of 1st Reading

☐ BID PROPOSAL/AWARD

☐ RECOMMENDATION

☒ OTHER BUSINESS

BACKGROUND/POLICY IMPLICATIONS:

In the fall there was a tragic accident in Oswego where a vehicle crashed through the front entry of a business. Since then, the Village of Oswego has adopted Code changes to their Zoning Ordinance to require Vehicle Impact Protection in certain circumstances for all new construction. Sugar Grove has also adopted standards however they placed them within the Building Code rather than the Zoning Code.

The attached memo outlines details on Staff's research and vehicle impact protection standards.

PREVIOUS BOARD/COMMISSION ACTIVITY:

At the August 11, 2025 Board meeting, the Trustees asked Staff to look into measures to prevent vehicles from impacting buildings.

FISCAL IMPACT:

N/A

Budgeted Item: ☐ YES ☐ NO

Budgeted Amount:

\$

Actual Cost:

\$

Account Number:

RECOMMENDATION/RESULTS:

Staff recommends adopting Vehicle Impact Protection standards in the UDO and is looking for feedback from the Village Board on the proposed standards applicability and whether to proceed to a public hearing.

ATTACHMENTS:

- Memo re: Vehicle Impact Protection

REVIEW:

Village Administrator: *Jeff Zoepfel*

To: Village President and Board of Trustees

From: Sonya Abt, AICP, Director of Community Development

Date: January 20, 2026

Subject: Vehicle Impact Protection Regulations

Background

After the incident in Oswego where a vehicle in the parking lot crashed through the main entrance to a business, the Village of Oswego began looking into standards and regulations for vehicle impact protection of entrances and buildings. This Board also asked Staff to look into regulations to prevent this type of accident.

Last month the Village of Oswego officially adopted Vehicle Impact regulations. Sugar Grove also incorporated standards into their Building Code Update which was recently adopted. These new regulations require vehicle impact protection for new construction depending on building use, design and parking lot design.

- Protection required at public entrances for buildings in Business and Manufacturing Zoning Districts. Protection is also required for the entrances of Residential Care Facilities
- Protection required for storefronts, where storefront windows are within 2 ft. of the ground and adjacent parking spaces are perpendicular to or angles towards the use and where drive aisles are perpendicular to the use.
- Protection required for outdoor dining areas and day care center outdoor play areas where adjacent parking spaces are perpendicular to or angles towards the use and where drive aisles are perpendicular to the use.

Impact protection options include concrete or metal barrier, including bollards or decorative planters designed to protect both people and property from moving vehicles. (see illustration below)

Figure 10.10.2 Vehicle Impact Protection Model



Existing Buildings

The Village Board requested Staff look into existing buildings and how many have parking adjacent to the buildings and should have impact protection. Staff has inventoried our commercial structures and there are approximately 130 structures, of those approximately 35% either do not have parking adjacent to the building or already have bollards or pillars in place that would potentially stop a vehicle.

In reviewing these sites, each one is unique and it would be difficult to impose a standard on these sites. Staff suggests if impact standards are implemented for new construction, that existing buildings not be required to retrofit, however the Village could still encourage existing building owners to voluntarily install these types of improvements by including them as an eligible item for the MDF Forgivable Grant Program.

Oswego exempts protection devices that are voluntarily installed where not required by the Code from having to meet their new standards.

New construction

Staff has reviewed Oswego's code. Staff believes the regulations/standards adopted by Oswego are reasonable and implementable as they apply to new construction.

Code language:

Staff has reviewed Oswego's language and finds it to be reasonable, clear and concise. Staff recommends adopting very similar language.

Section 13: Definitions

Vehicle Impact Protection Device: A concrete or metal barrier, including but no limited to a bollard or decorative planter, designed to protect both people and property from moving vehicles.

Section 10: Off-Street Parking and Loading.

Parking Vehicle Impact Protection

A. Applicability. Vehicle impact protection devices are used to safeguard pedestrians, buildings, and building occupants from motor vehicles. The degree of vehicle impact protection is determined by building use, building design, and parking lot design.

B. Location. Vehicle impact protection devices must be utilized in each of the following instances (refer to Figure 10.10.1 Vehicle Impact Protection Required Locations and Figure 10.10.2 Vehicle Impact Protection Model):

1. Building Entrances. All public entrances to buildings in the B-1 and M-1 Districts, and Residential Care Facilities must utilize vehicle impact protection devices.
2. Storefronts, Outdoor Dining Areas, and Day Care Center Outdoor Play Areas. Vehicle impact protection devices must be used for buildings where storefront windows are within 2 ft of the ground, Outdoor Dining Areas, and Day Care Center Outdoor Play Areas where:

- a. Adjacent parking spaces are perpendicular to or angled towards the use.
- b. Drive aisles are perpendicular to the use.

C. **Layout.** Vehicle impact protection devices may be located alongside the outside wall of a building, along the edge of the adjacent sidewalk, at the end of an adjacent parking space, or in another location as approved by the Zoning Administrator. When vehicle impact protection devices are located within a parking space, said parking space must be adequately sized to meet the requirements of Table 10.04.1 Off-Street Parking Dimensions.

D. **Standard.** Vehicle impact protection devices must be designed to achieve an impact resistance level of five thousand pounds traveling at 30 miles per hour (such as ASTM F3016 S30 or similar, as determined by the Village Engineer).

E. **Design.** Vehicle impact protection devices must be designed in accordance with the following requirements:

- 1. Type. Vehicle impact protection devices may include bollards, planters, or other design features that meet the specifications of this section.
- 2. Height. Vehicle impact protection devices must be a minimum of 3 feet in height.
- 3. Spacing. Vehicle impact protection devices must measure 48 inches from inside edge to inside edge.
- 4. Aesthetics. Materials used for vehicle impact protection devices must be finished metal or have a decorative cover that is complimentary to the design of the associated building.

F. **Access.** Vehicle impact protection devices must not restrict access to the building. The spacing of protective devices must be designed to meet the Illinois Accessibility Code and all additional applicable laws.

G. **Temporary Devices.** Plain concrete barriers, such as jersey barriers, may be temporarily allowed for no longer than 90 days while awaiting the installation of new or replacement permanent devices.

H. **Exemptions.** Section 10.10 (Vehicle Impact Protection) shall not apply to protection devices which are voluntarily installed, and which are not required by this ordinance.

Recommendation:

Staff recommends adopting Standards similar to Oswego's and incorporating them into the Unified Development Ordinance rather than the Building Code. The standards would be applicable to new construction, they are clear and concise, and illustrations will help developers visualize what is being required.

Staff is looking for feedback from the Board on the following:

Applicability:

- ✓ Commercial and Industrial Districts

- ✓ Village Facilities
- ✓ Outdoor Dining and Outdoor Play Areas associated with DayCares
- ✓ Residential Care Facilities (i.e. Assisted Living, Independent Living, Nursing Homes, etc.)
- ✓ New Construction vs Retrofitting

Move forward with public hearing at Planning and Zoning Commission.



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

Item No. 7B

TO: Village President and Board of Trustees

SUBMITTED BY: Jeff Zoephel, Village Administrator

MEETING DATE: January 26, 2026

TITLE: Overnight & Winter Parking Analysis

- ☐ RESOLUTION
- ☐ ORDINANCE
 - ☐ 1st Reading ☐ 2nd Reading
 - ☐ Waiver of 1st Reading
- ☐ BID PROPOSAL/AWARD
- ☐ RECOMMENDATION
- ☒ OTHER BUSINESS

BACKGROUND/POLICY IMPLICATIONS:

Village of Montgomery Municipal Code – Section 11-43: *Parking during snow removal prohibited; removal of vehicles.*

- It is **unlawful to park a motor vehicle on any public street or alley** during or after a snowfall when *two (2) inches or more of snow* has accumulated.
- This prohibition remains in effect **until the street or alley has been plowed or the snow has been removed** from the lane nearest the curb.
- Vehicles left in violation may be declared a **nuisance/hazard** and **removed/towed** by the Village Police, with all costs charged to the owner.

PREVIOUS BOARD/COMMISSION ACTIVITY:

On January 13, 2025, Ordinance 2111 amended Section 1-10 Fines and Procedures for Minor Ordinance Violations, subsection (b): increasing the Type 1 fines to \$100 (\$200 if not paid within 7 days) and the Type 2 fines to \$75 (\$150 if not paid within 7 days).

FISCAL IMPACT:

Budgeted Item: ☐ YES ☐ NO
Budgeted Amount:
\$
Actual Cost:
\$
Account Number:
#####-###-###-##

RECOMMENDATION/RESULTS:

ATTACHMENTS:

- Overnight & Winter Parking Analysis Memo

REVIEW:

Village Administrator: *Jeff Zoepfel*

OVERNIGHT & WINTER PARKING ANALYSIS



BACKGROUND

In January 2025, the Village of Montgomery increased fines for non-compliance with the Village Ordinance No. 2111, prohibiting street parking after 2 inches or more of snowfall until the roads are cleared (snow removed) from curb-to-curb.

Following the significant snow event in late November 2025, the Village Board requested that staff gather additional information on what other local municipalities are doing to ensure snow removal is completed efficiently and effectively, while complying with street parking requirements.

The Public Works Department obtained information throughout December and early January.

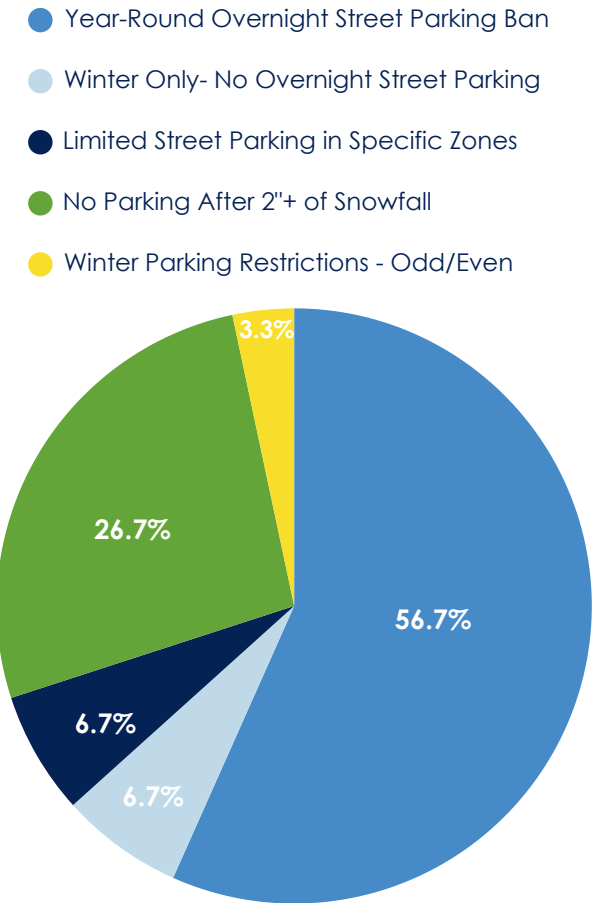
DATA SET

Information was obtained from 27 municipalities, for a total dataset of 28 municipalities, including the Village of Montgomery. Information was collected on overnight street parking and snowfall parking restrictions. Additionally, some municipalities provided information on the range of fines and fees associated with these two ordinance restrictions.

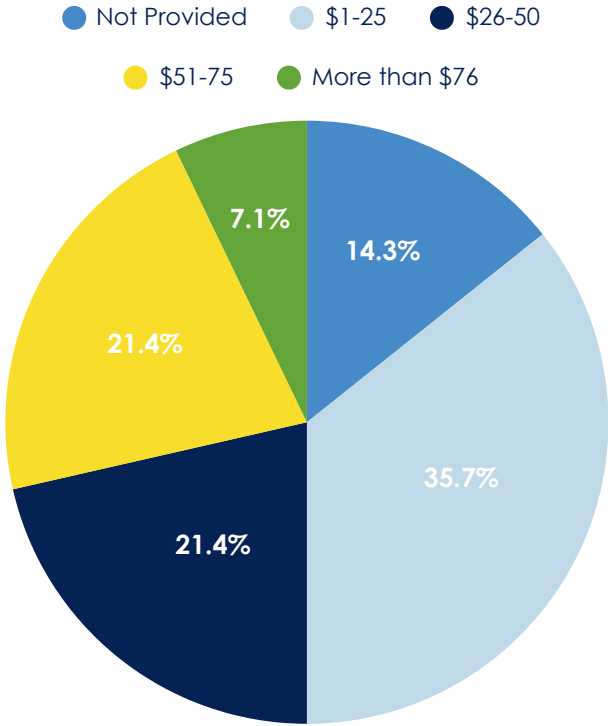
OVERALL RESULTS

The two charts below show which municipalities have overnight street parking restrictions in addition to snowfall restrictions. Some restrict street parking year-round, some restrict parking in the winter months only, some only restrict parking in specific areas of town (i.e., commercial districts), others restrict parking to the odd/even sides of the street overnight, and 26.7% did not have overnight parking restrictions, except in instances of snowfall.

Overnight Parking Restrictions vs. Snowfall Restrictions



Fees Associated with Overnight Parking & Snowfall Restrictions



MONTGOMERY

In the above infographics, Montgomery's current parking restrictions are included in the "green" portions of the pie chart.

DATA COLLECTION



VILLAGE OF MONTGOMERY

MUNICIPALITY	DISTANCE (miles)	OVERNIGHT PARKING RESTRICTION	FINES
	N/A	Overnight parking is permitted on all Village streets. No parking is allowed after 2"+ of snowfall until snow is removed curb-to-curb.	\$100

DATA

Municipalities within five (5) miles of Montgomery, Illinois

MUNICIPALITY	DISTANCE (miles)	OVERNIGHT PARKING RESTRICTION	FINES
Aurora	N/A	Year-round overnight parking prohibited in the central business district from 3-5A. It is unlawful to park or allow a vehicle to remain parked on any public street or alley during 2" inches or more of snow which stays in effect until snow has been cleared curb-to-curb.	\$40 for first offense. Possible increase thereafter.
MONTGOMERY	N/A	Overnight parking is permitted on all Village streets. No parking is allowed after 2"+ of snowfall until snow is removed curb-to-curb.	\$100
Oswego	N/A	Street parking is prohibited between the hours of 2-5A year-round. No parking on snow-covered streets. Parking is prohibited on Village streets when 2" or more of snow has accumulated. Keeping cars off the streets helps Village crews clear the roads faster and prevents your car from being plowed in. Street parking is allowed again once the snow stops and the streets have been plowed curb-to-curb.	\$25, up to \$750 based on the violation.
Sugar Grove	N/A	Parking any vehicle on any street within the Village between the hours of 2-6A is prohibited. With advance permission, residents may park on the street overnight occasionally. Additionally, snow restrictions for parking apply when snowfall reaches 2" or more.	\$100 up to \$750
Yorkville	N/A	Parking on city streets is prohibited (except for emergency vehicles during emergencies) after a snowfall of more than 2". In addition, residents are reminded that parking is prohibited on any city street for 24 hours after a 2" snowfall.	\$50

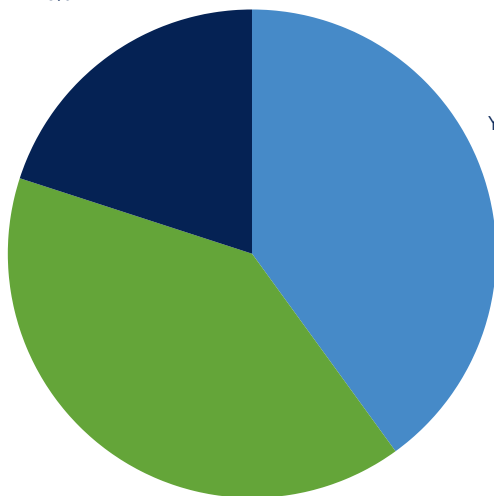
Overnight Parking Restrictions

Within 5 Miles

Limited Street Parking Zone Specific
20%

Year-Round Overnight Ban
40%

No Parking Only After 2"+ of Snowfall
40%



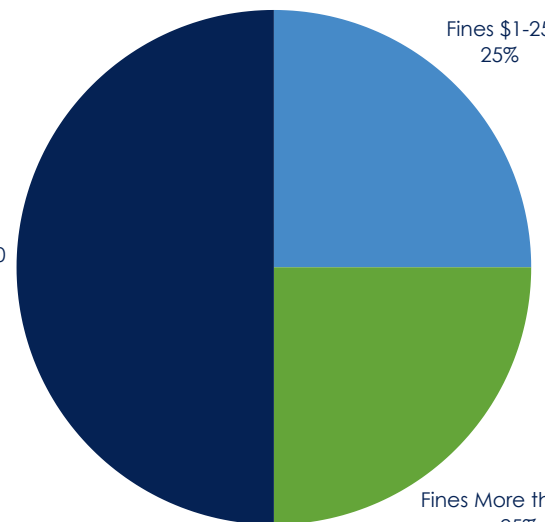
Fines for Parking Restrictions

Within 5 Miles

Fines \$1-25
25%

Fines \$26-50
50%

Fines More than \$76
25%



MONTGOMERY

In the above infographics, Montgomery's current parking restrictions are included in the "green" portions of the pie chart.

DATA COLLECTION CONT.



Municipalities more than five (5) miles from Montgomery, Illinois

MUNICIPALITY	DISTANCE (miles)	OVERNIGHT PARKING RESTRICTION	FINES
Algonquin	35.1	Prohibited on Village streets from October 31 through April 15 from 2-5A. Permission requests are canceled by a 2" + snowfall.	\$25
Barrington	51.1	Parking is prohibited on Village streets when snow accumulation exceeds 2".	NOT PROVIDED
Bartlett	27	Prohibited on all Village streets between 1 and 6 A. Up to three (3) permission requests per calendar month for overnight parking. Parking is prohibited within 12 hours after a snowfall of 2" or more.	\$75 for first offense.
Batavia	9.4	Prohibited on all Village streets between 1-6A. Up to three (3) permission requests per 14 days unless there are unpaid parking tickets. All overnight permits are canceled in the event of a 2"+ snowfall when all street parking is prohibited.	\$15; Increases to \$30 if left unpaid.
Bloomington	33.7	Prohibited on all Village streets between 2-5A. Up to five (5) permission requests per month. All street parking is prohibited after a 2"+ until snow has been cleared.	\$25
Carol Stream	22.6	Prohibited on all Village streets between 2-5A. Up to three (3) permission requests per month. All street parking is prohibited after 1"+ snowfall for 12 hours or until snow has been cleared.	NOT PROVIDED
Carpentersville	29.7	Prohibited on all Village streets between 2-6A. Snowfall Parking Ban: It is unlawful to park on any street during or following a snowfall after an accumulation of 1" or more of snow until the street has been plowed and cleared of snow.	\$75
Cary	40	Prohibited on Village streets December 1 through March 31 from 1-6A. Parking prohibited within 12 hours of a snowfall 3" or greater.	\$25
DeKalb	30.4	No parking is allowed after a 2"+ snowfall.	\$75
East Dundee	28.6	Prohibited on Village streets from 2-6A and in instances of 2" or more of snowfall.	NOT PROVIDED
Elgin	24	On-street parking is allowed, but the city encourages off-street parking. Snow parking is restricted to designated snow emergency routes and in designated neighborhoods where odd/even parking is used.	\$50
Geneva	15.1	On-street parking is permitted on most streets with some exceptions. Several streets in the downtown area are prohibited between 2-8:30A. Posted snow routes do not allow snow parking after 2" or more of snowfall. Residential streets are no parking after 3" or more of snowfall.	\$30
Gurnee	67.1	Village Ordinance prohibits parking vehicles on the streets within Gurnee between the hours of 2-6A. Violators may be subject to fine. No vehicle may be parked on any street or in any alley in the Village within 12 hours of a snowfall of more than 2" or until the snow has been thoroughly removed.	\$5 up to \$750
Hanover Park	41.5	Prohibited on all Village streets between 2-6A. Up to four (4) permission requests per 30 days.	NOT PROVIDED
Huntley	37.9	Year-round: Prohibited on all Village streets between 2-6A. No parking is allowed within 8 hours after a 2" or more snowfall.	No less than \$50 nor more than \$1,000 for each offense in addition to any towing expenses incurred.

DATA COLLECTION CONT.



Municipalities more than five (5) miles of Montgomery, Illinois

MUNICIPALITY	DISTANCE (miles)	OVERNIGHT PARKING RESTRICTION	FINES
Lake in the Hills	34.8	Prohibited on all Village streets from 2-6A. Up to five (5) permission requests per month. No parking is allowed when there is 1" of snowfall or more.	\$25
North Aurora	6.1	It is unlawful for any person to park a motor vehicle or, if parked, to allow a motor vehicle to remain parked or standing in any public street or alley during or after a snowfall in which there is an accumulation of 2" or more. The prohibition shall remain in effect until such time as the street or alley has been plowed or the snow has been removed therefrom. A Village street shall not be deemed to have been plowed until the lane of traffic nearest the curb has been plowed or the snow has been removed therefrom and pushed within eight inches of the curb.	Not to exceed \$750
Roselle	37.4	Parking is prohibited on ALL streets when there is a snowfall of 2" or more. A parking prohibition shall automatically go into effect on all streets after an accumulation of snow and ice of 2" or more.	\$35, plus towing expenses.
South Elgin	23.8	From November 1 through April 30, no parking after 2" of snowfall and then not for 24 hours after the snow event ends.	\$50
St. Charles	14.6	On street parking is allowed for most vehicles. Exceptions include trucks with gross carrying over ¾ ton and any vehicle with an attached plow. These are prohibited from on-street parking from 10P to 7A.	\$25
Streamwood	29.2	Prohibited on Village streets between 1-5A. Up to five (3) three-night permits per calendar year can be obtained.	\$75
West Chicago	16.2	No vehicles may be parked on any street longer than 30 minutes between the hours of 2-5A up to three (3) permission requests per 30 days. Parking is prohibited on all streets after a 2" snowfall until snow is cleared curb-to-curb.	\$60
West Dundee	31.8	Prohibited on Village streets November 1 through April 1 from 2-6A. Permission requests are canceled by a 2"+ snowfall.	\$75