



NOTICE AND AGENDA

**NOTICE IS HEREBY GIVEN
THAT A REGULAR VILLAGE BOARD MEETING
OF THE OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
WILL BE HELD ON**

March 01, 2016

7:00 PM

Location: Oswego Village Hall, 100 Parkers Mill, Oswego, IL

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**

- B. CONSIDERATION OF AND POSSIBLE ACTIONS ON ANY REQUESTS FOR ELECTRONIC PARTICIPATION IN MEETING**

- C. ROLL CALL**

- D. RECOGNITIONS/APPOINTMENTS**

D.1. Planning & Zoning Commission- Appoint Charlie Pajor as Chairman for a Term to Expire October 6, 2017

D.2. ECO Commission- Appoint Janice McCann for a Term to Expire April 30, 2018.

Posted:
Date: _____
Time: _____
Place: _____
Initials: _____

Tina Touchette
Village Clerk

- D.3. Employee Service Awards
 - a. Joseph Renzetti- 5 Years of Service
 - b. Joseph Szilage- 5 Years of Service

- D.4. Character Counts Awards
 - a. Amanda Catey- Youth
 - b. Dallas Miller- Youth
 - c. Dylan Randall- Youth
 - d. Divine Tamayo- Youth
 - e. Amy Bales- Adult
 - f. Melissa DiVito- Adult
 - g. Jeanne Puskaric- Adult

E. PUBLIC FORUM

F. STAFF REPORTS

G. CONSENT AGENDA

- G.1. February 16, 2016 Committee of the Whole Minutes

[2-16-16 COTW.docx](#)

- G.2. February 16, 2016 Regular Village Board Minutes

[2-16-16 RegVB.docx](#)

- G.3. Resolution Authorizing a PrairieFest Parade and the Temporary Closing of Route 34 in the Village of Oswego.

[Memo- PrairieFest Parade.docx](#)
[16-R-__PrairieFest Parade 2015.docx](#)
[PrairieFest Parade Route.pdf](#)

- G.4. Ordinance Amending Title 3 Chapter 7 Decreasing a Class "C" Liquor License for Famous Dave's Ribs-U, Inc. (First Read of Ordinance, Waiver of Second Read)

[Memo-Famous Dave's Ribs-U Decrease Class C Liquor License.docx](#)
[16- Famous Dave's Ribs-U Decrease Class C.docx](#)

- G.5. Resolution Authorizing the Execution of Settlement Agreements Pertaining to Hunt Club Water Improvements.

[SettlementAgendaItem_3-1-16.docx](#)
[SettlementAgreement_Resolution_3-1-16.docx](#)
[Final Release v5.docx](#)
[cancellation of Recp w-exhibit.pdf](#)
[RESERVATION OF PE w- change.pdf](#)
[RESERVATION OF PE-Stewart.docx](#)

H. BILL LIST

- H.1. Approve Bill List Dated March 1, 2016 in the Amount of \$671,931.19

[03-01-16 Bill List.xls](#)

I. OLD BUSINESS

- I.1. Ordinance Approving a Recapture Agreement Between the Village of Oswego and Pulte Homes Corporation and Establishing a Recapture for Certain Public Improvements (Second Read of Ordinance)

[Prescott Mill Recapture VB2.docx](#)
[Ordinance Approving Recapture for Pulte Homes 1-25-16.docx](#)
[2-17-16 CLEAN Prescott Mill Recapture Agreement.docx](#)
[16-02-15 Prescott Mill Recapture Agreement - Final Exhibits.pdf](#)

- I.2. Resolution Authorizing Execution of an Agreement with Commonwealth Edison in an Estimated Amount of \$50,000 to Bury Electrical Conductors along U.S. 34 at the Frontage of 4032 Route 34, Oswego

[jh022416.PBOT ComEd Agreement \(1\).docx](#)
[Resolution 16-R- Burial of Utility Lines US 34 at Speedway - ComEd.docx](#)
[Village of Oswego - Payment Option Letter for UG vs OH.pdf](#)

J. NEW BUSINESS

- J.1. Ordinance Granting a Second Minor Amendment to the Final Planned Unit Development (P.U.D.) for Orchard Woods Lot #2 at 3300 Orchard Road to Expand the Building - Tide Dry Cleaners (First Read of Ordinance, Waiver of Second Read)

[927.16_VB1.docx](#)
[16- Minor Amendment ord.docx](#)
[Exhibit B.pdf](#)
[Exhibit C.pdf](#)
[Exhibit D.pdf](#)

K. PRESIDENT'S REPORT

K.1. Proclamation- National Athletic Training Month, March 2016

[Proclamation- Natl Athletic Training Month.docx](#)

L. TRUSTEE REPORTS

M. CLOSED SESSION

M.1.

- a. Pending and Probable Litigation [5 ILCS 120/2(c)(11)]
- b. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Personnel [5 ILCS 120/2(c)(1)]
- c. Collective Bargaining, Collective Negotiating Matters, Deliberations Concerning Salary Schedules [5 ILCS 120/2(c)(2)]
- d. Sale, Lease, and/or Acquisition of Property [5 ILCS 120/2(c)(5) & (6)]

N. POSSIBLE ACTION OF CLOSED SESSION ITEMS INCLUDING:

O. CALENDAR UPDATE

O.1. Calendar Update

[Calendar Update.docx](#)

P. ADJOURNMENT

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
February 16, 2016**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Gail Johnson called the meeting to order at 6:02 p.m.

CONSIDERATION OF AND POSSIBLE ACTIONS ON-ANY REQUESTS FOR ELECTRONIC PARTICIPATION IN MEETING

There was no one who participated electronically.

ROLL CALL

Physically Present: President Gail Johnson; Trustees: Ryan Kauffman (attended at 6:02 pm), Karin McCarthy-Lange, Pam Parr, Luis Perez and Judy Sollinger.

Absent: Trustee Joe West.

Staff Present: Dan Di Santo, Village Administrator; Christina Burns, AVA/HR Director; Tina Touchette, Village Clerk; Jeff Burgner, Chief of Police; Jennifer Hughes, Public Works Director; Vijay Gadde, Economic Development Director; Michele Brown, Community Relations Manager; Rod Zenner, Community Development Director; Jay Hoover, Building & Zoning Manager; and Dave Silverman, Village Attorney.

PUBLIC FORUM

Public Forum was opened at 6:02 p.m.

There was no one who requested to speak; the Public Forum was closed at 6:02 p.m.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

1. Retail Recruitment Services

Director Gadde addressed the Board regarding the scope of work for retail recruitment provided by JGSC Group. JGSC would provide community analytics, retail prospect matching, and marketing material to promote Oswego to retailers and developers at various trade shows including the International Council of Shopping Centers (ICSC). Two years ago, staff utilized JGSC Group for retail recruitment services. It is time to update the Village's demographics as well as the retailer and developer matching lists. Staff would like to utilize JGSC Group again for this process.

The scope of work would include:

- Reviewing Oswego market analysis and current retail information
- Updating Oswego demographic and psychographic profiles
- Retailer and developer matching (Strategic Planning)
- Community marketing materials
- Retail recruitment

JGSC would provide information such as:

- What businesses the Village is missing out on
- Types of uses
- List of 100 actual prospects to contact and who will be attending ICSC

- Recommendations pamphlet
- Affluent shoppers update
- Where people are shopping

Board and staff discussion focused on the Economic Development Commission's strategic goal marketing plan; consultations done every two years; JGSC most cost effective; how demographics are updated and what the Village does with the information provided; services would include projections; new estimated census numbers for 2015 are used; needing to see more on how the services look and work; making sure the Village is paying for something updated and not using old information to generate reports; custom reports cannot be generated using JGSC, only spreadsheets; Buxton is a higher level company that offers custom reporting; whether a lot of updates will be provided; waiting until after the special census; special census will only give information on new developments in the Village; retail gap analysis; scope of work is more important; can get a one year subscription from Buxton; one year subscription from Buxton costs \$40,000, and \$20,000 each for the second and third year; how many businesses opened in Oswego from the list received in 2014; concerns with receiving a duplicated list; JGSC cost is \$8,900; what other communities are using; Aurora uses Buxton; JGSC and Buxton cannot be compared to each other as they offer different services; how all the information will be used; using a scout platform will be four times the cost; information from JGSC is used continuously to meet with brokers; steering business prospects to secondary corridors; not impressed with JGSC; changing things ups; needing to have a strong retail sales tax income; soliciting additional proposals; how the proposals fit into the Village's overall plan; unsure of the services the Village is receiving for \$8,900; currently using CoStar for live services and database; CoStar allows for the generating of comprehensive sales reports; CoStar costs \$2,300 per year; no other services are being used by the Village.

Board would like to see side-by-side comparisons along with the services offered by each; need to know the Village's overall business plan and scope. Director Gadde to include the additional Board requests when bringing the item back for Board discussion. Administrator Di Santo and Trustee Perez to work together in gathering more information regarding services. Director Gadde noted the Village will have a booth at the Chicago Deal Making at Navy Pier in October. This is the first time the Village will have a booth at this event.

There was no further discussion.

2. Village of Oswego Water Quality

Director Hughes addressed the Board regarding the Village's water quality. The Village started a public water system in 1895. The initial supply was obtained from a dug well about 12 or 14 ft. in diameter and 18 ft. deep. The Village abandoned the well in 1921 and drilled Well No. 1 to a depth of 680 feet below the surface. Over the years, the Village has constructed twelve wells, eight of which are still in service.

<u>Well #</u>	<u>Constructed</u>	<u>Location</u>	<u>Status</u>
Original Well	1895	Old Village Hall	Abandoned 1921
Well No. 1	1921	Old Village Hall	Abandoned
Well No. 2	1932	Washington & Van Buren	Abandoned
Well No. 3	1957	Madison Street	In service
Well No. 4	1964	Chicago Road	In service
Well No. 5		Kendall Point subdivision	Abandoned
Well No. 6	1992	Fox Chase subdivision	In service
Well No. 7	1997	Ogden Falls subdivision	In service

Well No. 8	2001	Grove Road	In service
Well No. 9	2004	Yoakum Boulevard	In service
Well No. 10	2005	Cole Avenue	In service
Well No. 11	2009	Tuscany Trail	In service

In 2015:

- 11,193 accounts pumping an average of 2,337,065 gallons per day
- Eight wells pumping up to 7,000 gallons per minute
- Five water towers storing 5.5 million gallons when full
- 162 miles of water main ranging from sizes of 6" to 16"
- 2,200 fire hydrants
- 3,000 main line valves
- Residents own the service line from the b-box to the house

Water Quality

Oswego's water is abundant, clean, healthy, safe, and in compliance with regulations put forth by the Illinois Environmental Protection Agency. The Illinois Rural Water Association named the Village as the winner of the 2005 Best Drinking Water award. The Village conducts monthly samples and sends them to a certified laboratory for testing of bacteria, nitrates, and radium. Two samples of each well's raw water and one sample of the finished water are taken. An additional 38 monthly samples are taken from areas throughout the Village to test for bacteria. Systems monitor chlorine levels at each wellsite and adjust doses to ensure the water remains complaint. Based upon years of testing and continuous clean samples, IEPA permits the Village to sample for Volatile Organic Compounds, Synthetic Organic Compounds, and lead every three years. The results of the tests are summarized in the Annual Water-Quality Report and available in the summer newsletter and on the Village's website.

In 1991, the Federal EPA passed the Lead and Copper Rule prohibiting the installation of lead pipes in homes. Much of Oswego's housing predates this rule. One can assume that many of the service lines contain lead. Unlike the situation in Flint, MI, the Village treats the water with polyphosphate. This chemical prevents the pipes from leaching lead into the water. Tests conducted by the Village have not found any lead in the drinking water. The Village employs seven licensed and certified water operators. These individuals are responsible for the daily operation and maintenance of the system. Every day, one of the licensed operators visits and inspects each well site. Operators are on call 24 hours a day/7 days a week to address any issues that arise with the water system.

Treatment

The Village's water does contain naturally occurring radium. The Village installed a radium removal system at two wells in 2005. The Village has since expanded the system to all eight wells. Oswego was the first municipality in the United States to utilize this Zeolite Media Radium Removal treatment. The water is chlorinated to kill any bacteria that may be present. Polyphosphate is also added to prevent pipe corrosion. The water is not softened, nor is fluoride added as the water already contains fluoride.

Fire hydrants are inspected and flushed twice a year ensuring water circulates through all pipes. Valves are also exercised to ensure they are working properly. Regular maintenance is performed at all well facilities and inspected approximately once every five years. Given the age of the system, repairs may be needed to hydrants, valves, wells, and mains. When making the repairs, the repaired areas are chlorinated to ensure the system is safe. A boil order may be issued to those near the repair to confirm bacteria has not entered the system.

Rates

The Village charges \$3.03 per 100 cubic feet (100 Cubic Feet =750 gallons) or 0.404 cents per gallon. Senior citizens are eligible to pay even less, at 0.2 cents per gallon. Compare this to Walmart selling water for 3.9 cents per fluid ounce, which is equivalent to \$4.99/gallon. Staff is concerned this rate may not support long-term replacement of existing infrastructure. Staff proposed for funds in the FY17 budget to conduct a rate study. This study will evaluate the existing cost to provide water as well as to replace existing infrastructure.

Future System Improvements

Currently, Oswego draws all its water from the St. Peter and Ironton/Galesville aquifers located 1,200 to 1,500 feet below the surface. The Illinois State Water Survey continues to monitor drawdown of the water levels in the aquifer. The concern is that this drawdown could mean the Village would not have a stable water supply from the aquifer within 40 years. The current population, in the Village, is 33,429 (2014 est.). The population is projected to increase by 35,000 by the year 2040. The Village will need to increase its peak production capacity to nearly 8 MGD by year 2040. The Village is studying the feasibility of constructing a water treatment plant along the Fox River in conjunction with the City of Yorkville and the Village of Montgomery. The results of this study will be available in late spring 2016. Two projects are included in the 20-year Capital Improvement Program to improve distribution of water throughout the Village:

1. Construction of a second main across the Fox River at Orchard Road
 - Will help move water from north of the river to south of the river where the demand is the greatest
 - \$3 million project
 - Constructed in 2018

2. Crosstown water main along Wolfs Crossing
 - Will help move water along the corridor where anticipated growth will occur
 - \$6 million project
 - Scheduled for construction in 2021

What Can Residents Do?

Residents are encouraged to ask questions about the water system. They can contact the Public Works Department at 630-554-3242, or submit a question through the [Click-n-Fix](#) system. If there is a problem after hours, residents can contact the Police non-emergency dispatch at 630-554-3426.

Residents can also test their water. Suburban Labs, located in Geneva, IL will test the water for a fee. Their website is drinkingwaterlabs.com. The cost to test for lead is \$40/sample.

Board and staff discussion focused on the aquifer feeding towns as far away as Joliet; interviewing engineers on Friday for the Orchard Road water main project; connecting to Lake Michigan would cost \$150 million for the current population; connecting to the Fox River as a water source; impacts due to weather; timing of the water treatment plant is critical; treating with polyphosphate protects the pipes; Village does not soften the water; testing for lead every three years; no sample has come back positive for lead; testing for nitrates and chlorine; treating with chlorine and removing radium; Village does not add fluoride as the water already contains fluoride naturally; looking at services for maintenance; taking safe drinking water very seriously; polyphosphate is safe to use and provides a protective barrier on the pipes; whether a separate fund is needed to fund the capital improvement projects; planning for and replacing water mains down the road; identifying

areas needing repair before putting in roads; integrated approach for all facilities; Oswego is not the only community using the aquifer; needing a bigger awareness push; how to hold all communities accountable; several groups are working on water needs and impact; regulating sprinkler use; currently no mandatory rules for water use; addressing water use on a regional level versus mandating; majority of water usage is by industries; hard to limit industry usage; communication and education on water usage and needs; looking at the Village's current ordinances for best practice; staff will be seeking community conversations regarding water.

There was no further discussion.

CLOSED SESSION

There was no Closed Session held.

ADJOURNMENT

The Committee of the Whole meeting adjourned at 6:56 p.m.

Tina Touchette
Village Clerk

**MINUTES OF A REGULAR MEETING OF THE
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
February 16, 2016**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Gail Johnson called the meeting to order at 7:02 p.m. and led the Pledge of Allegiance to the Flag of the United States of America.

CONSIDERATION OF AND POSSIBLE ACTIONS ON ANY REQUESTS FOR ELECTRONIC PARTICIPATION IN MEETING

There was no one who attended electronically.

ROLL CALL

Physically Present: President Gail Johnson; Trustees: Ryan Kauffman, Karin McCarthy-Lange, Pam Parr, Luis Perez and Judy Sollinger.

Absent: Trustee Joe West.

Staff Present: Dan Di Santo, Village Administrator; Christina Burns, AVA/HR Director; Tina Touchette, Village Clerk; Jeff Burgner, Chief of Police; Jennifer Hughes, Public Works Director; Vijay Gadde, Economic Development Director; Michele Brown, Community Relations Manager; Rod Zenner, Community Development Director; Jay Hoover, Building & Zoning Manager; and Dave Silverman, Village Attorney.

RECOGNITIONS/APPOINTMENTS

There were no Recognitions/Appointments

PUBLIC FORUM

Public Forum was opened at 7:03 p.m.

There was no one who requested to speak; the Public Forum was closed at 7:03 p.m.

STAFF REPORTS

Village Attorney

No Report

Village Administrator

The Metro West Springfield Drivedown is planned for May 3rd and May 4th. The purpose of the Drivedown is to experience the State of Illinois legislative process in-person and to meet with state legislators to lobby on behalf of the Village's legislative positions. The plans will include receptions with legislators and scheduling of one-on-one meetings with local representatives. IML also schedules a Drivedown. The Village's Board meeting falls on May 3rd this year. Special meetings will be held on May 2nd; the May 3rd Board meetings will be canceled.

Chief of Police

No Report

Public Works

No Report

Community Development

No Report

Building and Zoning Manager

No Report

Finance Director

No Report

Assistant Village Administrator/HR

No Report

Village Clerk

No Report

Community Relations

This year, the Sunday of Wine on the Fox falls on Mother’s Day. This is the first year since 2007 that it falls on Mother’s Day. The Village can market this event to celebrate Moms and look at opportunities for extra wine tickets and flowers for Moms that attend. Applications to wineries have gone out and have already received a few back. Cooper’s Hawk indicated that Sunday would be difficult for them to attend due to hosting Mother’s Day events at all of their restaurants. Staff anticipates 15-18 wineries will be attending.

Economic Development Director

No Report

CONSENT AGENDA

1. Minutes
 - a. February 2, 2016 Committee of the Whole Meeting
 - b. February 2, 2016 Regular Village Board Meeting
 - c. February 2, 2016 Closed Session (Approve, but Not Release)
2. Resolution Authorizing the Initial Acceptance of Public Improvements Effective February 17, 2016, and Partial Release of Surety for the Taco Bell Located at 3423 Orchard Road. **Resolution No. 16-R-06**
3. Ordinance Granting a Fourth Amendment to the Final Planned Unit Development for Oswego Junction Commercial Subdivision to Allow for an Awning on the North Side of the Center. (First Read of Ordinance, Waiver of Second Read) Oversized signage will not affect the awning. **Ordinance No. 16-07**
4. Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego; Police Department Vehicles. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 16-08**
5. Ordinance Granting a Special Use Permit for an Art Studio/Tattoo Establishment at 59C Stonehill Road. (First Read of Ordinance, Waiver of Second Read) Additional discussion focused on no difference between body art and tattoos, use will allow for the selling of art; anticipated percent of sales from art; only the petitioner is currently selling art; petitioner is hoping to add additional artists to sell art. Petitioner, Dennis Paul Kline, was present to answer questions. **Ordinance No. 16-09**

A motion was made by Trustee Sollinger and seconded by Trustee Parr to approve the Consent Agenda; Approving February 2, 2016 Minutes; and approving the following ordinances and resolution:

- Ordinance No. 16-07;** Ordinance Granting a Fourth Amendment to the Final Planned Unit Development for Oswego Junction Commercial Subdivision to Allow for an Awning on the North Side of the Center.
- Ordinance No. 16-08;** Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego; Police Department Vehicles.
- Ordinance No. 16-09;** Ordinance Granting a Special Use Permit for an Art Studio/Tattoo Establishment at 59C Stonehill Road.
- Resolution No. 16-R-06;** Resolution Authorizing the Initial Acceptance of Public Improvements Effective February 17, 2016, and Partial Release of Surety for the Taco Bell Located at 3423 Orchard Road.

Aye:	Ryan Kauffman	Luis Perez
	Karin McCarthy-Lange	Judy Sollinger
	Pam Parr	

Nay: None
Absent: Joe West

The motion was declared carried by omnibus roll call vote with five (5) aye votes and zero (0) nay votes.

BILL LIST

1. Approve Bill List Dated February 16, 2016 in the Amount of \$248,737.08.

A motion was made by Trustee Kauffman and seconded by Trustee Sollinger to Approve the Bill List Dated February 16, 2016 in the Amount of \$248,737.08.

Aye:	Ryan Kauffman	Luis Perez
	Karin McCarthy-Lange	Judy Sollinger

Pam Parr

Nay: None

Absent: Joe West

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

OLD BUSINESS

1. Resolution Authorizing the Village Administrator to enter Into an Agreement with Alarm Detection Systems (ADS) for the Installation of a New Door Access System for Village Hall in the Amount of \$51,611.00 and a \$421.00 Monthly Managed Access Charge and Waiving the Formal Bidding Process. **Resolution No. 16-R-07**

Attachment:	Memo, Resolution and Agreement
Action:	Consider for Approval and Waive the Formal Bid Process

Administrator Di Santo spoke to Trustee West and stated Trustee West was in complete support of this agreement. Alarm Detection Systems also reduced the bill by \$400.

A motion was made by Trustee Parr and seconded by Trustee Kauffman to Approve the Resolution Authorizing the Village Administrator to enter Into an Agreement with Alarm Detection Systems (ADS) for the Installation of a New Door Access System for Village Hall in the Amount of \$51,611.00 and a \$421.00 Monthly Managed Access Charge and Waiving the Formal Bidding Process.

Aye: Ryan Kauffman	Luis Perez
Karin McCarthy-Lange	Judy Sollinger
Pam Parr	

Nay: None

Absent: Joe West

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

NEW BUSINESS

1. Ordinance Approving a Preliminary and Final Planned Unit Development at 1925 Wiesbrook Drive for an Indoor Climate Controlled Self-Storage Facility. **Ordinance No. 16-10**

Attachment:	Memo and Ordinance
Action:	First Read of Ordinance, Waiver of Second Read

Director Zenner addressed the Board regarding a proposal for a 127,000 square foot indoor climate controlled self-storage facility at 1925 Wiesbrook Drive. This type of business is not currently offered in Oswego. Wiesbrook Drive and Kendall Point Drive will be fully constructed concurrently with this development. Board, staff and petitioner discussion focused on why the petitioner chose Oswego; petitioner lives in Naperville and has been looking for a location in Oswego for 5 years; petitioner conducted a feasibility study and saw there was a demand in Oswego for this type of business; family owned business; owner operators for 14 years; other similar facilities are located in Algonquin, Crest Hill and Joliet. There was no further discussion.

A motion was made by Trustee Kauffman and seconded by Trustee Parr to Approve an Ordinance Approving a Preliminary and Final Planned Unit Development at 1925 Wiesbrook Drive for an Indoor Climate Controlled Self-Storage Facility.

Aye: Ryan Kauffman	Luis Perez
Karin McCarthy-Lange	Judy Sollinger
Pam Parr	

Nay: None

Absent: Joe West

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

PRESIDENT'S REPORT

President Johnson spoke about upcoming community events such as LunaFest, Mardi Gras and Vegas Night, and asked for support of the organizations.

TRUSTEE'S REPORTS

There was no Trustee Reports.

CLOSED SESSION

No Closed Session was held.

ADJOURNMENT

A motion was made by Trustee Sollinger and seconded by Trustee Kauffman to adjourn the meeting; upon a voice vote with all remaining members present voting aye, the meeting was adjourned at 7:18 p.m.

Tina Touchette
Village Clerk



MEETING TYPE: Village Board

MEETING DATE: March 1, 2016

SUBJECT: Temporary Closing of Route 34 for the PrairieFest Parade

ACTION REQUESTED:

Resolution Authorizing a PrairieFest Parade and the Temporary Closing of Route 34 in the Village of Oswego.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
N/A	Click here to enter text.	Click here to enter text.

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette, Village Clerk

FISCAL IMPACT:

N/A

BACKGROUND:

Oswegoland Park District submitted a Special Event Permit application for the PrairieFest Parade to be held on June 19, 2016. As part of this event, the parade will require temporary closure of four lanes of Route 34. The Oswego Police Department will allow traffic on Route 34 to go through by stopping the parade. IDOT permission to temporarily close a State Highway will need to be obtained.

DISCUSSION:

N/A

RECOMMENDATION:

Staff is recommending the approval of the resolution to authorize the PrairieFest parade and temporary closing of Route 34.

ATTACHMENTS:

- Resolution
- Map

RESOLUTION AUTHORIZING A PRAIRIEFEST PARADE AND THE TEMPORARY CLOSING OF ROUTE 34 IN THE VILLAGE OF OSWEGO

WHEREAS, the Oswegoland Park District is sponsoring a Parade in the Village of Oswego, which event constitutes a public purpose; and

WHEREAS, this Parade will require the temporary closure of four lanes of Route 34, a State Highway in the Village of Oswego at Jefferson Street and Main Street; and

WHEREAS, Section 4-408 of the Illinois Highways Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

WHEREAS, this closure shall occur during the approximate time period between 12:00 p.m. and 3:00 p.m. on June 19, 2016.

WHEREAS, the closure is for the public purpose of staging our PrairieFest Parade.

WHEREAS, the Oswego Police Department will allow traffic on Route 34 to go through by stopping the Parade, but if a detour is required it shall be over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State Highway.

WHEREAS, the Village of Oswego assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

WHEREAS, Police Officers or authorized flaggers shall, at the expense of the Village of Oswego, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic.

WHEREAS, Police Officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

WHEREAS, the Village of Oswego, prior to reopening the State Highway, shall remove all debris.

WHEREAS, such signs, flags, barricades, etc., shall be used by the Village of Oswego as may be approved by the Illinois Department of Transportation. The Village of Oswego shall provide these items.

WHEREAS, an occasional break shall be in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above.

WHEREAS, the Village of Oswego hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above.

WHEREAS, the Oswegoland Park District shall have a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate which will show the Village of Oswego and the Illinois Department of Transportation and its officials, employees, and agents as additionally insured.

WHEREAS, a copy of this resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITAL

That the recitals set forth above are incorporated here by reference.

SECTION 2. SUPPORT FOR TEMPORARY CLOSURE

That permission be granted by the Illinois Department of Transportation for the temporary closing of Route 34 at Jefferson Street and Main Street as above designated.

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this __ day of __ 2016.

RYAN KAUFFMAN _____ JUDY SOLLINGER _____

KARIN MCCARTHY-LANGE _____ LUIS PEREZ _____

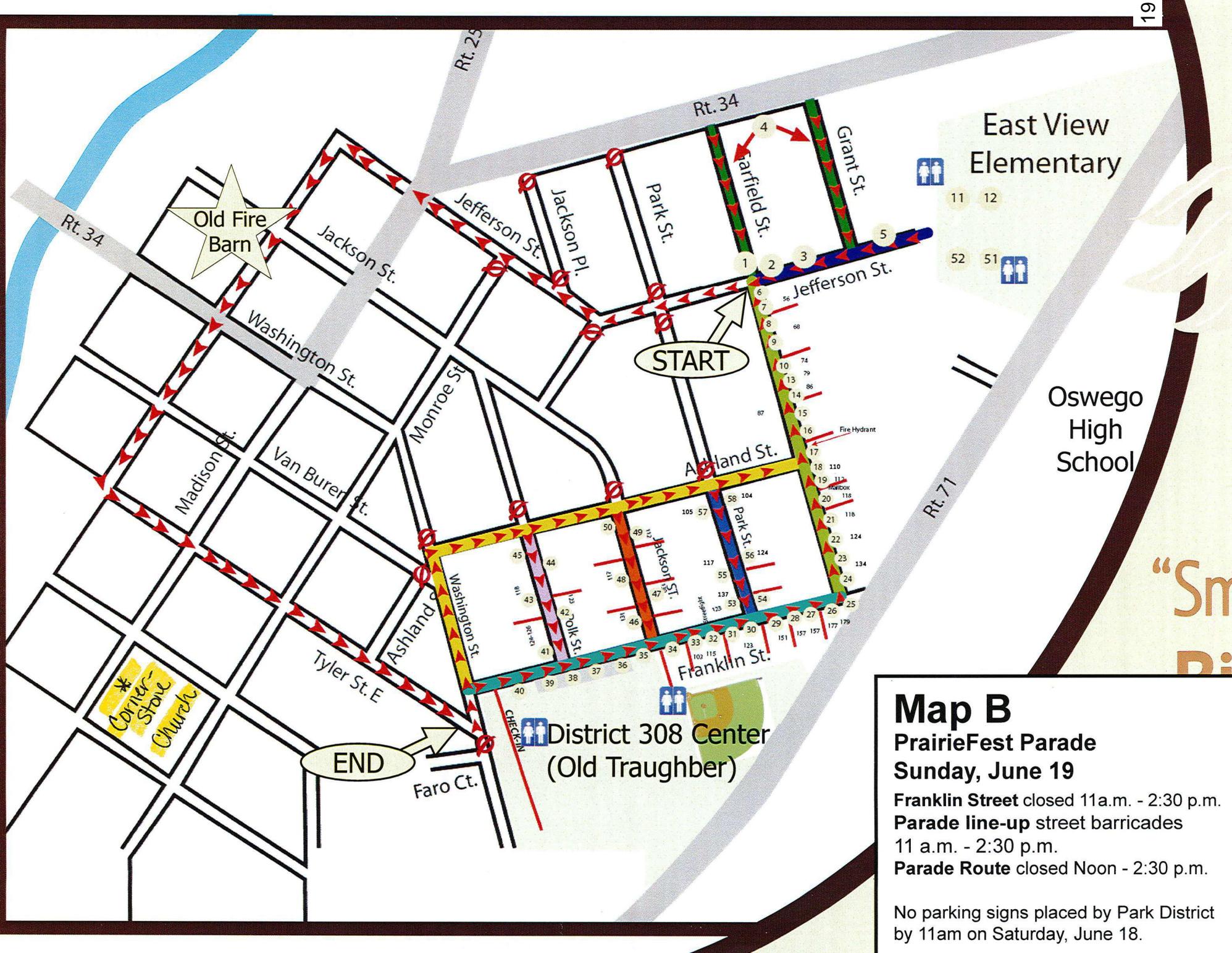
PAM PARR _____ JOE WEST _____

APPROVED by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ____ day of ____ 2016.

GAIL E. JOHNSON, VILLAGE PRESIDENT

ATTEST:

Tina Touchette, Village Clerk



Map B
PrairieFest Parade
Sunday, June 19

Franklin Street closed 11a.m. - 2:30 p.m.
Parade line-up street barricades
 11 a.m. - 2:30 p.m.
Parade Route closed Noon - 2:30 p.m.

No parking signs placed by Park District
 by 11am on Saturday, June 18.

"Sm
 Di



MEETING TYPE: Village Board

MEETING DATE: March 1, 2016

SUBJECT: Decreasing a Class “C” Liquor License for Famous Dave’s

ACTION REQUESTED:

Ordinance Amending Title 3 Chapter 7 of the Code of Ordinances for the Village of Oswego to Decrease a Class “C” Liquor License for Famous Dave’s Ribs-U, 2440 US Highway 34

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
2/2/2016	Village Board	Increase Class “C” liquor license for Windy City Restaurant Holdings, LLC, d.b.a. Famous Dave’s

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

Famous Dave’s Ribs-U, Inc. located at 2440 US Highway 34 sold their assets to Windy City Restaurant Holdings, LLC, d.b.a. Famous Dave’s. The contract became effective March 1, 2016. The attached ordinance reduces the number of Class “C” liquor licenses by one.

DISCUSSION:

N/A

RECOMMENDATION:

Staff is recommending the adoption of the ordinance to reduce a Class “C” liquor license for Famous Dave’s Ribs-U, Inc._

ATTACHMENTS:

- Ordinance

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 16- __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF
ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES,
ILLINOIS**

**Alcoholic Beverages
(Famous Dave's Ribs-U, Inc., 2440 US Highway 34, Oswego IL; Decrease Class "C" Liquor
License)**

**PASSED BY THE VILLAGE BOARD
OF THE VILLAGE OF OSWEGO**

This 1st day of March 2016

Published in pamphlet form by authority of the President and Board of Trustees
of the Village of Oswego on March __, 2016.

ORDINANCE NO. 16- __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF
ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES,
ILLINOIS**

**Alcoholic Beverages
(Famous Dave’s Ribs-U, Inc., 2440 US Highway 34, Oswego IL; Decrease Class “C” Liquor
License)**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

WHEREAS, Famous Dave’s Ribs-U, Inc., 2440 US Highway 34, Oswego, IL, holds a Class “C” Restaurant Liquor License authorizing the retail sale of alcoholic beverages on the Specified premises for consumption on the premises inside a restaurant at their location at 2440 US Highway 34, Oswego, IL; and

WHEREAS, Famous Dave’s Ribs-U, Inc., 2440 US Highway 34, Oswego, IL, sold its assets to Windy City Restaurant Holdings, LLC, d.b.a. Famous Dave’s.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS IN THE EXERCISE OF THEIR HOME RULE, STATUTORY AND OTHER POWERS, AS FOLLOWS:

SECTION 1: To decrease the number of Class “C” Liquor Licenses from twenty (20) to nineteen (19) licenses. That Section 3-7-11 of the Village Code of the Village of Oswego is hereby amended as follows:

3-7-11: NUMBER OF LIQUOR LICENSES:

There shall be no more than five (5) Class A licenses in effect at any one time.

There shall be no more than nineteen (19) Class B licenses in effect at any one time.

There shall be no more than nineteen (19) Class C licenses in effect at any one time.

There shall be no more than three (3) Class D licenses in effect at any one time.

There shall be no more than two (2) Class E licenses in effect at any one time.

There shall be no more than four (4) Class F licenses in effect at any one time.

There shall be no more than two (2) Class G license in effect at any one time.
 There shall be no more than zero (0) Class H license in effect at any one time.
 There shall be no more than zero (0) Class I license in effect at any one time.
 There shall be no more than one (1) Class J license in effect at any one time.
 There shall be no more than two (2) Class K license in effect at any one time.
 There shall be no more than one (1) Class L license in effect at any one time.
 There shall be no more than one (1) Class M license in effect at any one time.
 There shall be no more than one (1) Class N license in effect at any one time.
 There shall be no more than one (1) Class O license in effect at any one time.

SECTION 2: SEVERABILITY

This ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: REPEALER

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage, approval and Publication in pamphlet form which is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 1st day of March 2016.

RYAN KAUFFMAN _____ JUDY SOLLINGER _____
 KARIN MCCARTHY-LANGE _____ SCOTT VOLPE _____
 PAM PARR _____ JOE WEST _____

APPROVED by me, Gail E. Johnson, as Village President of Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 1st day of March 2016.

 Gail E. Johnson, Village President

 Tina Touchette, Village Clerk
STATE OF ILLINOIS)

) SS
COUNTIES OF KENDALL)
AND WILL

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF
ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES,
ILLINOIS**

Alcoholic Beverages
(Famous Dave's Ribs-U, Inc., 2440 US Highway 34, Oswego IL; Decrease Class "C" Liquor License)

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the 1st day of March 2016, approved by the Village President on the 1st day of March 2016 and thereafter published in pamphlet form.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of March 2016.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



MEETING TYPE: Village Board

MEETING DATE: March 1, 2016

SUBJECT: Settlement Agreements

ACTION REQUESTED:

Resolution Authorizing the Execution of Settlement Agreements Pertaining to Hunt Club Water Improvements.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
N/A	N/A	N/A

DEPARTMENT: Administration

SUBMITTED BY: Dan Di Santo, Village Administrator

FISCAL IMPACT:

No impact to General Fund - supported by funds collected from previous Recapture Agreement.

BACKGROUND:

Settlement of Hunt Club water improvements lawsuit.

DISCUSSION:

The four attached Agreements represent the full settlement of this pending litigation.

RECOMMENDATION:

Adopt the Resolution.

ATTACHMENTS:

1. Mutual and Reciprocal Final Release Agreement
2. Cancellation and Release of Recapture Agreement
3. Reservation of Population Equivalent Agreement #1

Click here to enter text.

Click here to enter a date.

2 | *Page*

4. Reservation of Population Equivalent Agreement #2

RESOLUTION NO. 16 - R - __

**A RESOLUTION AUTHORIZING THE EXECUTION OF SETTLEMENT AGREEMENTS
PERTAINING TO HUNT CLUB WATER IMPROVEMENTS**

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, it is in the best interest of the Village of Oswego to execute the Agreements herein.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITAL

That the recitals set forth above are incorporated here by reference.

SECTION 2. SUPPORT FOR AGREEMENT

The Village President is hereby authorized and directed to execute on behalf of the Village of Oswego:

1. Mutual and Reciprocal Final Release Agreement in the form attached as “Exhibit A.”;
2. Cancellation and Release of Recapture Agreement in the form attached as “Exhibit B”;
3. Reservation of Population Equivalent in Village of Oswego Water System Agreement with First Bank of Omaha, as Successor to Old Second Bank Trust Number 9282 in the form attached as “Exhibit C”; and
4. Reservation of Population Equivalent in Village of Oswego Water System Agreement with First Bank of Omaha, as Successor to Old Second National Bank as Trustee for the Elaine

Stewart Trust dated 1/5/90, Southstar Development Partners Chicago, LLC, Elaine Stewart as Beneficiary in the form attached as "Exhibit D."

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 1st Day of March 2016.

RYAN KAUFFMAN _____ JUDY SOLLINGER _____

KARIN MCCARTHY-LANGE _____ LUIS PEREZ _____

PAM PARR _____ JOE WEST _____

APPROVED by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 1st day of March 2016.

PRESIDENT

GAIL E. JOHNSON, VILLAGE

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTIES OF KENDALL) SS
AND WILL

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE EXECUTION OF SETTLEMENT AGREEMENTS
PERTAINING TO HUNT CLUB WATER IMPROVEMENTS**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 1st day of March 2016, and thereafter approved by the Village President on the 1st day of March 2016.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of March 2016.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

January 7, 2016

COUNTY OF KENDALL)
)
STATE OF ILLINOIS)

**CANCELLATION AND RELEASE OF RECAPTURE
AGREEMENT**

NOW COMES, HovSite Hunt Club, L.L.C. and K. Hovnanian, T & C Investment, L.L.C. as successors to Pinnacle Corporation who filed an action in the Circuit Court of Kendall County under case number 2012 L 88 hereinafter referred to as “KHOV”, as the beneficiary of a certain Agreement designated as RECAPTURE AGREEMENT PRORATING THE COST OF CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS BENEFITING PROPERTY IN THE VILLAGE OF OSWEGO, recorded with the Kendall County Recorder of Deeds on April 26, 2005 as document number 2005-00011740 hereinafter referred to as “KHOV” and the Village of Oswego hereinafter referred to as “VILLAGE” who hereby agree as follows:

Based upon settlement and payment of all obligations contained in said Recapture Agreement referenced above, KHOV and VILLAGE hereby cancel and release all of the terms contained in RECAPTURE AGREEMENT PRORATING THE COST OF CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS BENEFITING PROPERTY IN THE VILLAGE OF OSWEGO, recorded as document number 2005-00011740, recorded on April 26, 2005 with the Kendall County Recorder of Deeds and hereby fully waive any claim to Recapture under that Agreement by any party or the VILLAGE for all of those parcels of real property listed as part of the benefited area in Exhibits A and B to said Recapture Agreement, copies of which are attached hereto and incorporated herein by reference.

Each party has fully reviewed and accepted the terms of this MUTUAL AND

RECIPROCAL FINAL RELEASE AGREEMENT, and hereby as executed the same in counterparts, and the Law Offices of Daniel J. Kramer shall be responsible for collating all signature pages and distributing fully complete Agreements with counterpart signature to Attorneys for each of the parties hereto.

IN WITNESS WHEREOF the parties have executed this agreement on the date set below their signatures.

VILLAGE OF OSWEGO

By:

Its President

Dated: _____

ATTEST:

Village Clerk

Dated: _____

HovSite Hunt Club, L.L.C. and K. Hovnanian,
T & C Investment, L.L.C. as successors to Pinnacle Corporation

By:

Authorized Corporate Officer

Dated: _____

EXHIBIT A

Depiction of Benefiting Properties

Unofficial

C:\01-12-15\0244-10

SECTION TOWNSHIP AND RANGES
 OF THOSE PROPERTIES AFFECTED BY THE RECAPTURE
 AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND
 PINNACLE CORPORATION
 (d/b/a as Town and County Homes)

SECTION	TOWNSHIP	RANGE
3	37N	8E
10	37N	8E
11	37N	8E
14	37N	8E
15	37N	8E
16	37N	8E
19	37N	8E
21	37N	8E
22	37N	8E
23	37N	8E
28	37N	8E
29	37N	8E
30	37N	8E
31	37N	8E
36	37N	8E
33	37N	7E
32	37N	7E

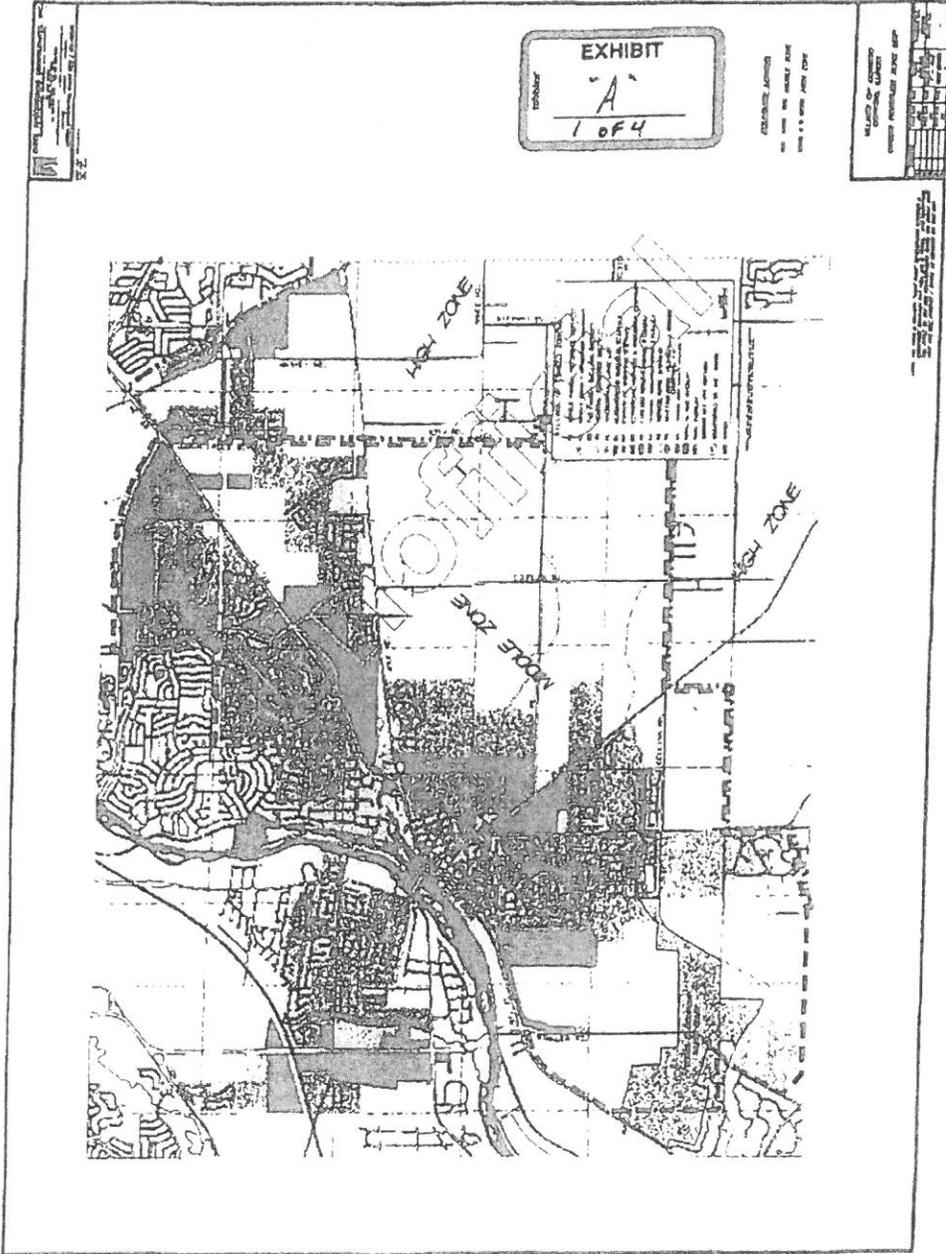


EXHIBIT
 A
 1 OF 4

PLANNED ZONING DISTRICT
 1. 100' WIDE
 2. 100' WIDE
 3. 100' WIDE

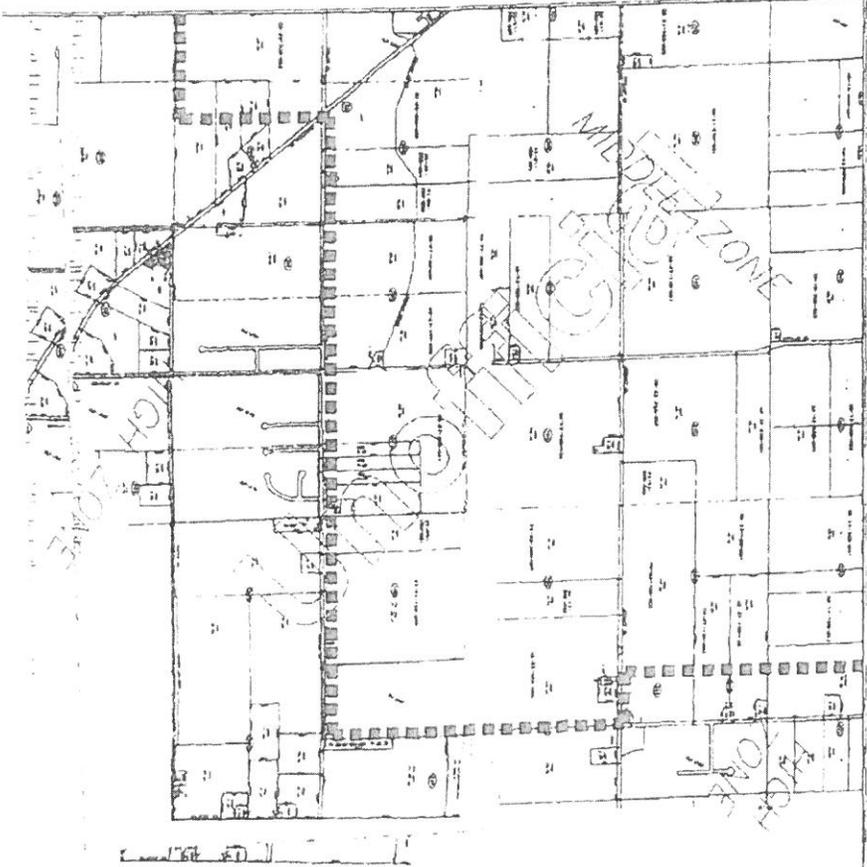
REPLANTING OF TREES
 1. 100' WIDE
 2. 100' WIDE
 3. 100' WIDE

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50

EXHIBIT
"A"
2 OF 4



EXHIBIT
A
3 of 4



2	TOWN & COUNTRY HOMES	MIDDLE WATERZONE - VILLAGE OF OSWEGO
	HUNT CLUB DEVELOPMENT	

EXHIBIT
"A"
4 OF 4

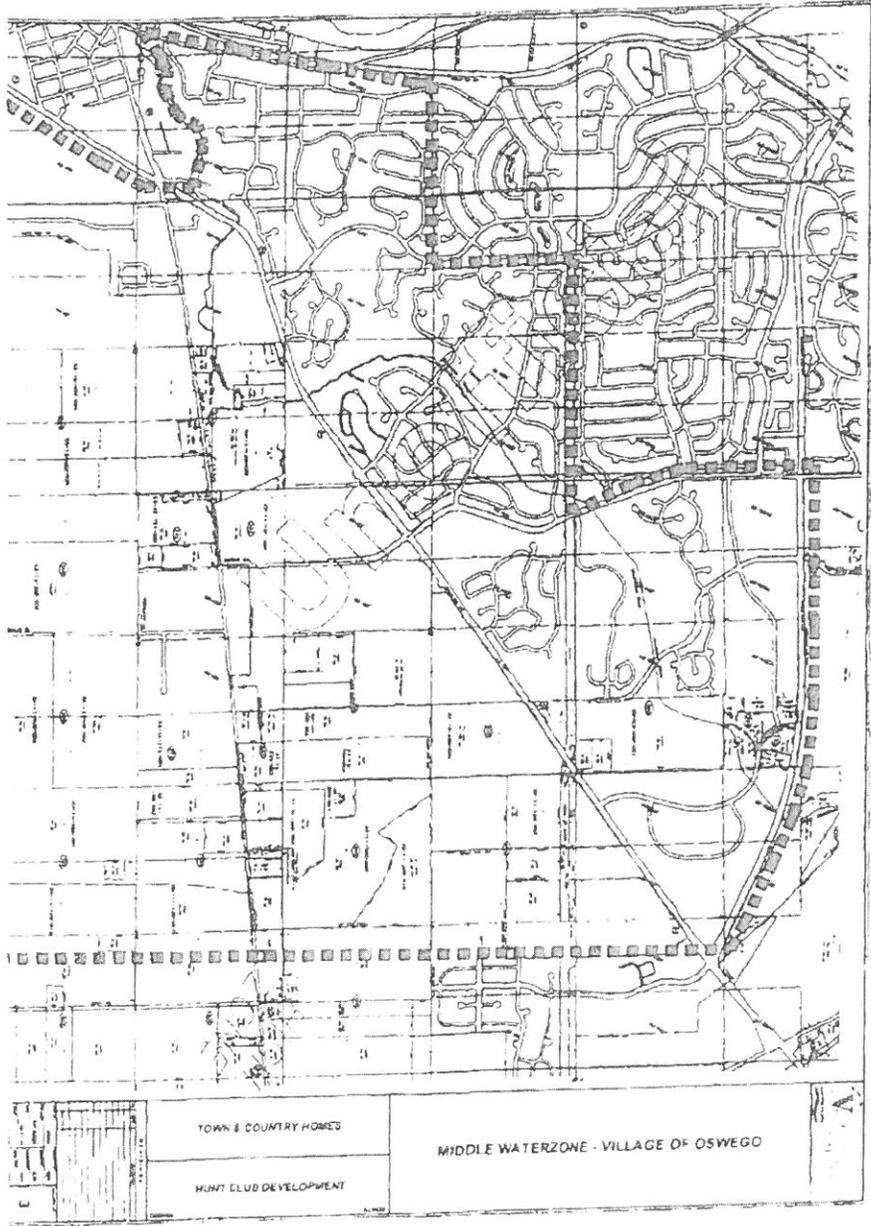


EXHIBIT B
PENs for Benefiting Properties

Unofficial

CTF01-12359245-10



Exhibit B
Recapture Agreement Prorating the Cost of
Construction of Water System Improvements
Benefiting Property in the Village of Oswego

<u>DWG No. 1</u>	<u>DWG No. 1</u>	<u>DWG No. 1</u>
03-19-300-004	03-14-100-013	03-03-400-002
03-19-400-001	03-14-300-001	03-10-200-004
03-19-400-006		03-10-400-005
	03-15-300-002	03-10-400-006
03-21-100-005	03-15-400-002	
03-21-300-001	03-15-400-003	
03-21-300-007		03-11-100-002
	03-16-400-004	03-11-300-007
03-28-200-008	03-16-400-005	03-11-300-008
03-28-300-001		03-11-300-009
03-28-300-002	03-21-100-005	03-11-300-010
	03-21-200-001	
03-29-300-004	03-21-300-001	03-14-100-002
03-29-300-005	03-21-300-007	03-14-100-013
03-29-400-002	03-21-400-001	03-14-300-001
03-30-100-001	03-22-100-001	03-15-101-002
03-30-100-002	03-22-200-001	03-15-151-002
03-30-200-001	03-22-200-002	03-15-226-003
03-30-200-004	03-22-200-003	03-15-276-003
03-30-200-005	03-22-300-002	03-15-300-002
03-30-300-002	03-22-300-003	03-15-400-002
03-30-400-003	03-22-400-002	03-15-400-003
	03-22-300-005	
		03-16-126-002
03-31-200-001		03-16-400-004
03-31-200-002	03-23-100-001	03-16-400-005
	03-23-100-003	
	03-23-100-005	
	03-23-100-006	
03-38-300-005	03-23-300-001	
03-38-300-010	03-23-300-002	
03-38-476-002	03-23-400-005	
03-39-100-001	03-26-100-001	
03-39-100-002	03-26-100-003	
03-39-200-002		
03-39-200-003	03-27-100-001	
03-39-300-006	03-27-100-002	
03-39-351-002	03-27-200-001	
03-39-351-004		
03-39-400-001	03-28-200-003	
	03-28-200-004	
	03-28-200-008	
	03-28-300-002	

November 17, 2004
HEV

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)
(FMBO Agreement)

**RESERVATION OF POPULATION EQUIVALENT IN
VILLAGE OF OSWEGO WATER SYSTEM AGREEMENT**

NOW COMES FIRST NATIONAL BANK OF OMAHA, hereinafter referred to as (FNBO), and the VILLAGE OF OSWEGO, an Illinois Municipal Corporation hereinafter referred to as “VILLAGE”, who hereby enter into an Agreement to reserve Population Equivalent Capacity in the Village water system upon the following terms and conditions:

WHEREAS, the VILLAGE has entered into a Recapture Agreement entitled RECAPTURE AGREEMENT PRORATING THE COST OF CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS BENEFITING PROPERTY IN THE VILLAGE OF OSWEGO, recorded with the Kendall County Recorder of Deeds on April 26, 2005 as document number 2005-00011740, allowing the Pinnacle Corporation and its successors and assigns to recover the proportionate share of water system improvements that said Corporation advanced over and above its needs pursuant to said Recapture Agreement; and

WHEREAS, Exhibits were contained in the above reference Recapture Agreement, Exhibit “A” Pictorially, and Exhibit “B” specifying by tax parcel identification number real property that was located within the area that could be benefited by said water system improvements being oversized by Pinnacle Corporation and its successors; and

WHEREAS, certain real property described as PIN Numbers, 03-30-200-002, 02-25-200-003, which has been changed to 03-30-200-002, which were owned by FNBO, and are located within the proposed benefitted property area; and

WHEREAS, no development, building permits, or final plats have been approved for development on the subject property of FNBO, but could be developed in the future pursuant to the Annexation Agreement entered into by and between the predecessor in title of FNBO and the VILLAGE which has been approved by Village of Oswego Ordinance numbers #06-95 and 06-96; and

WHEREAS litigation was commenced in Kendall County case number 2012 L 88 by HovSite Hunt Club, L.L.C. and K. Hovnanian, T & C Investment, L.L.C. as successors to Pinnacle Corporation naming both FNBO and the VILLAGE as parties defendant claiming recapture should be paid for oversizing of water improvements even though no development had taken place on the real property of FNBO or building permits having been issued, nor has there been any connection to the VILLAGE water system of any development on the FNBO real property; and

WHEREAS, VILLAGE and FNBO as well as related party being and First National Bank of Omaha, as successor to Old Second National Bank as Trustee for the Elaine Stewart Trust dated 1/5/90, Southstar Development Partners Chicago, LLC, Elaine E. Stewart as Beneficiary of the Elaine E Stewart Trust dated 1/5/90 hereinafter referred to as "STEWART", entered into an all-encompassing settlement agreement whereby all recapture matters have been satisfied and settled between all parties and said Recapture Agreement has been cancelled and released.

WHEREAS, FNBO has paid the sum of One Hundred Thirty-Eight Thousand Dollars (\$138,000.00) for the purposes of reserving capacity to it on a population equivalent (p.e.) for future development on its subject real property on the parcel identification numbers listed above; and

WHEREAS the combined p.e. cost for well and treatment is Four Hundred Ninety-Six dollars & 87/00 (\$496.87) and the water tower per p.e. amount is Three Hundred Fifty-Eight Dollars & 64/00 (\$358.64); which would allow for a p.e. reservation by VLLAGE to FNBO of 161.33 p.e. in the overall water improvement system:

NOW THEREFORE the parties hereto agree as follows:

1. RECITALS: The parties agree that the above contained recitals are adequate and sufficient consideration to support the Agreement to settle all matters between the parties and the recitals set forth above are hereby incorporated as material covenants to this Agreement.

2. VILLAGE hereby agrees to reserve 161.33 p.e. to FNBO and its successor and assigns in ownership to the real property described in the tax parcel numbers described above and in Exhibit A attached hereto and incorporated herein by reference for a period of Twenty (20) years from the date of execution of this Agreement.

To the extent that development takes place on the subject real parcel, FNBO and its Successor and assigns shall not be required to pay any recapture, or water system improvement fees other than hookup fees to the existing municipal water supply system for 161.33 p.e. In the event the VILLAGE water system is **inadequate** to provide p.e. availability for its water system in excess of 161.33 to FNBO or its successors and assigns, then in fact a future owner or developer may be required to install water system improvements to service development on its property in excess of the p.e. reservation made herein.

3. INTEGRATION CLAUSE: This Reservation of Population Equivalent In Village of Oswego Water System Agreement, is the total agreement of the parties hereto as to reservation of p.e. in the water improvement system of the Village of Oswego.

4. SEVERABILITY: If any term of this Agreement is deemed by a Court of competent jurisdiction to be unenforceable, all remaining portions of the agreement shall be deemed to remain in full force and effect.

5. EXECUTION IN COUNTER PARTS: Each party has fully reviewed and accepted the terms of this Reservation of Population Equivalent In Village of Oswego Water System Agreement, and hereby as executed the same in counterparts, and the Law Offices of Daniel J. Kramer shall be responsible for collating all signature pages and distributing fully complete Agreements with counterpart signature to Attorneys for each of the parties hereto.

VILLAGE OF OSWEGO

By:

Its President

Dated: _____

ATTEST:

Village Clerk

Dated: _____

First National Bank of Omaha, as successor to
Old Second Bank Trust Number 9282

By:

Douglas Groebner

Dated: _____

STATE OF ILLINOIS)
COUNTY OF KENDALL)
(Stewart Agreement)

**RESERVATION OF POPULATION EQUIVALENT IN
VILLAGE OF OSWEGO WATER SYSTEM AGREEMENT**

NOW COMES, First National Bank of Omaha, as successor to Old Second National Bank as Trustee for the Elaine Stewart Trust dated 1/5/90, Southstar Development Partners Chicago, LLC, Elaine E. Stewart as Beneficiary of the Elaine E Stewart Trust dated 1/5/90 hereinafter referred to as “STEWART” and the VILLAGE OF OSWEGO, an Illinois Municipal Corporation hereinafter referred to as “VILLAGE”, who hereby enter into an Agreement to reserve Population Equivalent Capacity in the Village water system upon the following terms and conditions:

WHEREAS, the VILLAGE has entered into a Recapture Agreement entitled RECAPTURE AGREEMENT PRORATING THE COST OF CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS BENEFITING PROPERTY IN THE VILLAGE OF OSWEGO, recorded with the Kendall County Recorder of Deeds on April 26, 2005 as document number 2005-00011740, allowing the Pinnacle Corporation and its successors and assigns to recover the proportionate share of water system improvements that said Corporation advanced over and above its needs pursuant to said Recapture Agreement; and

WHEREAS, Exhibits were contained in the above reference Recapture Agreement, Exhibit “A” Pictorially, and Exhibit “B” specifying by tax parcel identification number real property that was located within the area that could be benefited by said water system improvements being oversized by Pinnacle Corporation and its successors; and

WHEREAS, certain real property described were owned by STEWART, and are located within the proposed benefitted property area; and

WHEREAS, no development, building permits, or final plats have been approved for development on the subject property of STEWART, but could be developed in the future pursuant to the Annexation Agreement entered into by and between the predecessor in title of STEWART and the VILLAGE which has been approved by the Village of Oswego in Ordinance Number 05-36 ; and

WHEREAS litigation was commenced in Kendall County case number 2012 L 88 by HovSite Hunt Club, L.L.C. and K. Hovnanian, T & C Investment, L.L.C. as successors to Pinnacle Corporation naming both STEWART and the VILLAGE as parties defendant claiming recapture should be paid for oversizing of water improvements even though no development had taken place on the real property of STEWART or building permits having been issued, nor has there been any connection to the VILLAGE water system of any development on the STEWART real property; and

WHEREAS, VILLAGE and STEWART as well as related party being First National Bank of Omaha, as successor to Old Second Bank Trust Number 9282, hereinafter referred to as “FNBO”, entered into an all-encompassing settlement agreement whereby all recapture matters have been satisfied and settled between all parties and said Recapture Agreement has been cancelled and released.

WHEREAS, STEWART has paid the sum of One Hundred Thirty-Eight Thousand Dollars (\$138,000.00) for the purposes of reserving capacity to it on a population equivalent (p.e.) for future development on its subject real property on the parcel identification numbers listed above; and

WHEREAS the combined p.e. cost for well and treatment is Four Hundred Ninety-Six dollars & 87/100 (\$496.87) and the water tower per p.e. amount is Three Hundred Fifty-Eight Dollars & 64/100 (\$358.64); which would allow for a p.e. reservation by VLLAGE to STEWART of 161.33 p.e. in the overall water improvement system:

NOW THEREFORE the parties hereto agree as follows:

1. RECITALS: The parties agree that the above contained recitals are adequate and sufficient consideration to support the Agreement to settle all matters between the parties and the recitals set forth above are hereby incorporated as material covenants to this Agreement.

2. VILLAGE hereby agrees to reserve 161.33 p.e. to STEWART and its successor and assigns in ownership to the real property described in the tax parcel numbers described above and in Exhibit A attached hereto and incorporated herein by reference for a period of Twenty (20) years from the date of execution of this Agreement.

To the extent that development takes place on the subject real parcel, STEWART and its Successor and assigns shall not be required to pay any recapture, or water system improvement fees other than hookup fees to the existing municipal water supply system for 161.33 p.e. In the event the VILLAGE water system is in adequate to provide p.e. availability for its water system in excess of 161.33 to STEWART or its successors and assigns, then in fact a future owner or developer may be required to install water system improvements to service development on its property in excess of the p.e. reservation made herein.

3. INTEGRATION CLAUSE: This Reservation of Population Equivalent In Village of Oswego Water System Agreement, is the total agreement of the parties hereto as to reservation of p.e. in the water improvement system of the Village of Oswego.

4. SEVERABILITY: If any term of this Agreement is deemed by a Court of competent jurisdiction to be unenforceable, all remaining portions of the agreement shall be deemed to remain in full force and effect.

5. EXECUTION IN COUNTER PARTS: Each party has fully reviewed and accepted the terms of this Reservation of Population Equivalent In Village of Oswego Water System Agreement, and hereby as executed the same in counterparts, and the Law Offices of Daniel J. Kramer shall be responsible for collating all signature pages and distributing fully complete Agreements with counterpart signature to Attorneys for each of the parties hereto.

6. BINDING EFFECT: This Agreement is binding upon all Successors and Assigns of each party hereto.

VILLAGE OF OSWEGO

By:

Its President

Dated: _____

ATTEST:

Village Clerk

Dated: _____

First National Bank of Omaha, as successor to
Old Second National Bank as Trustee for the Elaine
Stewart Trust dated 1/5/90, Southstar Development
Partners Chicago, LLC, Elaine E. Stewart as Beneficiary

of the Elaine E Stewart Trust dated 1/5/90

By:

Authorize Representative

Dated: _____

**Village of Oswego
Bill List
March 1, 2016**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
General Fund:				
Corporate:	AOG AVIATION SPARES	OVERPYMT BUSINESS REGISTRATION	55.00	
	BURNS, CHRISTINA	MILEAGE REIMBURSEMENT	269.62	
	COZY WINTER	HEATED RUBBER MAT	960.00	
	DANIELLI'S RESTAURANT	STAFF HOLIDAY LUNCHON	571.65	
	DISCOVERY BENEFITS, INC.	FSA-JANUARY 2016	78.40	
	FROST ELECTRIC COMPANY, INC.	RELAMP FIXTURES IN LOBBY	275.00	
	FROST ELECTRIC COMPANY, INC.	VH-DEICING SYSTEM	5,900.00	
	GE APPLIANCES	WATER FILTER	38.56	
	HOBBY LOBBY	EMPLOYEE SPOTLIGHT-GIFT CARD	25.00	
	IDEAL INCENTIVE INC	SERVICE AWARD	138.00	
	IDEAL INCENTIVE INC	SERVICE AWARD	150.00	
	ILLINOIS MUNICIPAL LEAGUE	MUNICIPAL HANDBOOKS	101.00	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMPENSATION	803.79	
	INTERNATIONAL CITY/COUNTY	SOCIAL MEDIA WEBINAR	149.00	
	INTERNATIONAL INSTITUTE OF	CMC CERTIFICATION FEE	100.00	
	JUST SAFETY, LTD	MEDICINE CABINET SUPPLIES	74.00	
	METRO WEST COUNCIL OF	LEGISLATIVE DINNER	135.00	
	METRO WEST COUNCIL OF	BOARD MEETING	70.00	
	NAT'L PUBLIC EMPLOYER LABOR	IPELRA SEMINAR	195.00	
	NAT'L PUBLIC EMPLOYER LABOR	IPELRA SEMINAR	195.00	
	NAT'L PUBLIC EMPLOYER LABOR	IPELRA SEMINAR	195.00	
	NAT'L PUBLIC EMPLOYER LABOR	IPELRA SEMINAR	195.00	
	NAT'L PUBLIC EMPLOYER LABOR	NPELRA SEMINAR MEMBERSHIP	205.00	
	NIU/ISC-SHRM	ILCMA WINTER CONFERENCE	200.00	
	NIU/ISC-SHRM	ILCMA WINTER CONFERENCE	200.00	
	OFFICE DEPOT	CLEANING SUPPLIES	52.31	
	OFFICE DEPOT	PIN-SOL	35.96	
	OFFICE DEPOT	CLEANING SUPPLIES	68.43	
	OFFICE DEPOT	SANITARY WIPES	23.19	
	OFFICE DEPOT	HAND TOWELS	75.62	
	OFFICE DEPOT	CERTIFICATE PAPER	10.29	
	OFFICE DEPOT	ORDINANCE PAPER	13.39	
	OFFICE DEPOT	CALENDARS	19.96	
	OFFICE DEPOT	COPY PAPER	28.13	
	OFFICE DEPOT	CORRECTION TAPE	4.01	
	OSWEGOLAND SENIORS	SENIOR CENTER FUNDING	9,625.00	
	PETTY CASH-CORPORATE	KAUFFMAN-OVERPAYMENT	1.00	
	PETTY CASH-CORPORATE	REIMBURSE-NIMCA MTG	15.00	
	PREMIER MAILING SERVICES, INC.	BUSINESS CARDS-TINA TOUCHETTE	28.00	
	ROCKET CONSULTING	OVERPAYMENT BUSINESS REGISTRATION	55.00	
	SAM'S CLUB	VEHICLE SAFETY SUPPLIES	179.64	
	SCHAEFER GREENHOUSES, INC	PLASTIC PLANT SAUCER	3.99	
	SCHIBER, ERIN	MILEAGE REIMBURSEMENT	5.56	
	SCHIBER, ERIN	MILEAGE REIMBURSEMENT	11.74	
	SHAW SUBURBAN MEDIA	AD: FACILITIES TECH	67.40	
	SHAW SUBURBAN MEDIA	AD: FACILITIES TECH	250.90	
	THE BEACON NEWS	NEWSPAPER	143.00	
	TRUSTMARK VOLUNTARY BENEFIT	TOWNSHIP INSURANCE-FEB 2016	111.42	
	TRUSTMARK VOLUNTARY BENEFIT	LIFE INSURANCE JAN 2016	167.13	
	TRUSTMARK VOLUNTARY BENEFIT	ACCIDENT INSURANCE-FEB 2016	599.54	
	TRUSTMARK VOLUNTARY BENEFIT	LIFE INSURANCE JAN 2016	899.31	
	TRUSTMARK VOLUNTARY BENEFIT	LIFE INSURANCE-FEB 2016	1,422.16	
	TRUSTMARK VOLUNTARY BENEFIT	LIFE INSURANCE JAN 2016	2,133.24	
	VACUUM PARTS	BRUSHES FOR VACUUM	54.67	
	VERIZON WIRELESS MESSAGING	IPADS	84.53	
	VISION SERVICE PLAN	VISION INSURANCE	200.93	
	VISION SERVICE PLAN	VISION INSURANCE	17.71	
	VISION SERVICE PLAN	VISION INSURANCE	12.21	
	VISION SERVICE PLAN	VISION INSURANCE	1,442.52	
	YORKVILLE ACE & RADIO SHACK	CABINET GLUE	4.99	
		Corporate Total:	29,146.90	
Building & Zoning:	AUTOANYTHING	VEHICLE SAFETY SUPPLIES	327.98	
	HOOVER, JAY	MILEAGE REIMBURSEMENT	14.68	
	HOOVER, JAY	MEAL REIMBURSEMENT	10.54	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMPENSATION	838.24	
	MENARD, INC.	VEHICLE SAFETY SUPPLIES	423.13	
	MENARD, INC.	VEHICLE SAFETY SUPPLIES	(179.91)	
	MENARD, INC.	VEHICLE SAFETY SUPPLIES	308.45	
	MENARDS-YORKVILLE	VEHICLE SAFETY SUPPLIES	1,104.35	

**Village of Oswego
Bill List
March 1, 2016**

Fund/Department:	Vendor Name:	Description:	Amount:	Department Totals:
	OFFICE DEPOT	CALENDARS	9.98	
	OFFICE DEPOT	COPY PAPER	33.25	
	OFFICE DEPOT	HIGHLIGHTERS	5.99	
	OFFICE DEPOT	CORRECTION TAPE	4.73	
	OFFICE DEPOT	GREEN PAPER, PENS, STICKY NOTE	56.71	
	THOMPSON ELEVATOR INSPECTION	2 SEMI ANNUAL ELEVATOR INSPECT	86.00	
	THOMPSON ELEVATOR INSPECTION	ELEVATOR PLAN REVIEWS	200.00	
	VERIZON WIRELESS MESSAGING	IPADS	36.31	
	WAL-MART	VEHICLE SAFETY SUPPLIES	128.15	
		Building & Zoning Total:		3,408.58
Community Development:				
	ILLINOIS PUBLIC RISK FUND	WORKERS COMPENSATION	574.14	
	KANE, MCKENNA & ASSOCIATES INC	OSWEGO 2015 DOWNTOWN TIF STUDY	7,515.00	
	OFFICE DEPOT	CALENDARS	14.97	
	OFFICE DEPOT	POST-IT NOTES	6.29	
	OFFICE DEPOT	COPY PAPER	24.29	
	OFFICE DEPOT	LABELS & MANILA FOLDERS	59.97	
	OFFICE DEPOT	CORRECTION TAPE	3.47	
	VERIZON WIRELESS MESSAGING	INTERNET DEVICES	18.48	
		Community Development		8,216.61
Community Relations:				
	DYNAMIC PRINTING SOURCE, INC.	WINTER NEWSLETTER PRINTING	2,772.81	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMPENSATION	229.65	
	OFFICE DEPOT	COPY PAPER	9.45	
	OFFICE DEPOT	CORRECTION TAPE	1.34	
	PREMIER MAILING SERVICES, INC.	BUSINESS CARDS	28.00	
	VECTORSTOCK	DESIGN IMAGES, PRO MATERIAL	25.00	
	VERIZON WIRELESS MESSAGING	IPADS	18.16	
	VERIZON WIRELESS MESSAGING	IPADS	121.34	
	WALGREEN'S	BOARD PHOTO REPRINT	9.59	
	WAL-MART	STAFF PARTY- SUPPLIES	34.30	
	WEB LINX INC	ANNUAL WEB SITE HOSTING FEE	250.00	
	WEB LINX INC	WEB SITE SERVICE	175.00	
	YORKVILLE POSTMASTER	POSTAGE FOR PERMIT 7	2,250.00	
		Community Relations Total:		5,924.64
Economic Development:				
	CONSTANTCONTACT.COM	EMAIL MARKETING	20.00	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMPENSATION	114.83	
	INTERNATIONAL COUNCIL	RECON, GLOBAL REAL ESTATE CONV	530.00	
	OFFICE DEPOT	COPY PAPER	4.71	
	OFFICE DEPOT	MONTHLY PLANNER	11.99	
	OFFICE DEPOT	CORRECTION TAPE	0.67	
	VERIZON WIRELESS MESSAGING	IPAS	18.16	
		Economic Development:		700.36
Road and Bridge:				
	AIRGAS NORTH CENTRAL	LEASE ON O2 TANKS	159.00	
	AMERICAN SOCIETY OF CIVIL	MEMBERSHIP DUES	255.00	
	APPLIED RESOURCE ASSOCIATES	640 TREES- ELEMENTARY SCHOOLS	1,145.60	
	ASFPM EXECUTIVE OFFICE	MEMBERSHIP DUES	140.00	
	COMMONWEALTH EDISON CO	104 E. JACKSON ST- ST LIGHT	167.25	
	CRESCENT ELECTRIC SUPPLY CO	LAMPS, BALLAST, TAPE	247.90	
	EMERGENCY VEHICLE PARTS	STROBES FOR WING PLOW ON 07	391.54	
	EMERGENCY VEHICLE PARTS	STROBES -ONE TON 14	743.81	
	FLEETPRIDE	AIR BRAKE CHAMBER	43.10	
	FLEETPRIDE	LIGHT, STACK ADJUSTER, MARKERS	200.07	
	FLEETPRIDE	WIRE	175.00	
	FROST ELECTRIC COMPANY, INC.	ST LGHT MAINT-KENDALL POINT	910.00	
	GENUINE PARTS COMPANY-CHICAGO	DIESEL EXHAUST FLUID	39.96	
	GENUINE PARTS COMPANY-CHICAGO	CABIN & OIL FILTER	185.04	
	GENUINE PARTS COMPANY-CHICAGO	LIGHTS & FUEL FILTER	276.80	
	GRAINCO FS, INC.	FUEL	2,363.16	
	HOME DEPOT	SIDE BOARDS AND PAINT	55.61	
	HOME DEPOT	EXCHANGE OF PROPANE TANK	19.97	
	HOME DEPOT	SCREWS FOR BARRICADES	22.47	
	HOME DEPOT	WOOD & PAINT BRUSH SET	81.00	
	HOME DEPOT	SCREWS FOR BARRICADES	6.71	
	HOME DEPOT	PAINT: BARRICADES	43.94	
	HOME DEPOT	BATTERIES: DEWALT DRILLS	99.00	
	HOME DEPOT	TOOL EXPENSE -SIGN SHOP	99.00	
	HOME DEPOT	SHOVELS	60.91	
	IL POWER MARKETING	STREETLIGHTS-692 CANTON COURT	7,874.96	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMPENSATION	1,952.06	

**Village of Oswego
Bill List
March 1, 2016**

Fund/Department:	Vendor Name:	Description:	Amount:	Department Totals:
	INTERNATIONAL SOCIETY OF	CERTIFIED ARBORIST RECERT	100.00	
	IPELRA	PUBLIC EMPLOYEE LAW SEMINAR	97.50	
	J.P.C. TREE CARE LLC	TREE REMOVAL, STOMP GRINDING	8,178.00	
	JX ENTERPRISES INC.	STEERING SEAL KIT	25.41	
	KIMBALL-MIDWEST	RESTOCK - SHRINK TUBING DRAWER	51.15	
	LINDCO EQUIPMENT SALES INC.	11' CUTTING EDGES, CURB GUARDS	1,462.50	
	LINDCO EQUIPMENT SALES INC.	SNOW PLOW BLADE GUIDES	106.28	
	MINER ELECTRONICS CORP	REPAIR TRANSMIT ISSUE:RADIO	95.00	
	MINER ELECTRONICS CORP	REPAIR ON 2 TRUCK RADIOS	102.90	
	MINER ELECTRONICS CORP	REPLACEMENT BATTERIES: RADIOS	285.00	
	PETTY CASH-CORPORATE	REIMBURSEMENT-TOLLS	9.40	
	PREMIER MAILING SERVICES, INC.	BUSINESS CARDS	40.00	
	SHAW SUBURBAN MEDIA	BIDS-PETROLEUM	85.50	
	STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	304.95	
	TRAFFIC CONTROL & PROTECTION	SIGN MATERIALS	100.00	
	TRAFFIC CONTROL & PROTECTION	SIGN MATERIALS	870.45	
	YORKVILLE ACE & RADIO SHACK	ANCHOR SCREWS	3.96	
	YORKVILLE ACE & RADIO SHACK	PAINT: BARRICADES	9.98	
		Road and Bridge Total:		29,686.84
Finance:				
	BRILLIANT FINANCIAL STAFFING	ACCOUNTS PAYABLE- TEMP SERVICE	1,278.40	
	BRILLIANT FINANCIAL STAFFING	ACCOUNTS PAYABLE- TEMP SERVICE	1,278.40	
	CDW GOVERNMENT, INC	2 VGA SPLITTERS,4 LIGHTING CABLE	115.17	
	COMCAST CORPORATION	INTERNET & CONNECTION TO BUILD	4,732.49	
	ILLINOIS COLLECTION SERVICE	COLLECTION FEES	164.01	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMPENSATION	688.96	
	MCCI, LLC	PUBLIC RECORDS TRACKER	4,500.00	
	OFFICE DEPOT	CALENDAR	4.99	
	OFFICE DEPOT	SELF ADHESIVE TABS	18.98	
	OFFICE DEPOT	COPY PAPER	28.13	
	OFFICE DEPOT	CORRECTION TAPE	4.01	
	PANERA BREAD	LUNCH BOXES- MEETING	57.94	
	PETTY CASH-CORPORATE	REIMBURSE-POSTAGE	7.45	
	PETTY CASH-CORPORATE	REIMBURSE: RETIREMENT CARD	4.84	
	ROBINSON, BILLIE	MILEAGE REIMBURSEMENT	45.90	
	ROBINSON, BILLIE	TOLLS REIMBURSEMENT	3.40	
	VERIZON WIRELESS MESSAGING	IPADS & DEVICES	36.63	
	VISION SERVICE PLAN	VISION INSURANCE	17.71	
		Finance Total:		12,987.41
Police:				
	AAREN PEST CONTROL INC	PEST CONTROL- OPD	65.00	
	ARTCRAFT & FOREMOST, INC.	ROUND STRESS BALLS	208.50	
	ARTCRAFT & FOREMOST, INC.	BOMBAY PENS	95.00	
	AURORA EMERGENCY ASSOC, LTD.	EMERGENCY ROOM VISIT	432.00	
	AURORA EMERGENCY ASSOC, LTD.	EMERGENCY ROOM VISIT	640.00	
	BATTERY JUNCTION	TITANIUM LITHIUM BATTERIES	23.52	
	BEST BUY	1 WD TB PASSPORT ULTRA EXT HD	59.99	
	BEST BUY	FLASH DRIVE	17.99	
	BEST BUY	MISCRO SD CARD	12.99	
	BROWNELLS, INC	EAR PLUGS, COTTON APPLICATORS	139.65	
	BULL DOG	MEAL, CULTURAL LEADERSHIP	40.82	
	CDW GOVERNMENT, INC	ACER 23' LED COMPUTER MONITOR	119.69	
	CHICAGO BREAD, LLC.	BAGELS, POLICE ACADEMY CLASS	40.06	
	CINTAS CORPORATION #344	WINTER MAT SERVICE AT OPD	56.86	
	COMCAST CABLE	HIGH SPEED INTERNET	134.85	
	COPLEY MEMORIAL HOSPITAL	RANDOM DRUG SCREEN	50.00	
	COPLEY MEMORIAL HOSPITAL	RANDOM DRUG SCREEN	39.00	
	CULVER'S	MEAL, TASER, BASTIN, SANTA	22.97	
	FBI-LEEDA	FBI LEEDA 2016 DUES	50.00	
	FIRE TRAINING RESOURCES	2 ENROLL FEES FOR TERRORISM	250.00	
	FOOTE, KEN	REIMBURSEMENT FOR BOOTS	119.95	
	GARCIA, KELLY	REIMBURSEMENT FOR MEALS	44.15	
	GENUINE PARTS COMPANY-CHICAGO	ROCKER SWITCH, GRAPHITE POWDER	8.58	
	GENUINE PARTS COMPANY-CHICAGO	HEADLIGHT BULB	8.79	
	GENUINE PARTS COMPANY-CHICAGO	HIGHLIGHT BULB	11.59	
	GIORDANO'S	CHRISTMAS PARTY CPAAA	258.29	
	GLOBAL FOCUS MARKETING &	RX DESTROYER	124.23	
	HAMPTON INN	HOTEL RM FOR TASER SEMINAR	90.00	
	HARBOR FREIGHT TOOLS	2 4" WHEELS	13.98	
	HOLMSTROM ENTERPRISES, INC.	POLICE CAR WASHES	150.00	
	IACP	MEMBERSHIP DUES- CHIEF	150.00	
	ILACP	ANNUAL MEMBERSHIP	95.00	

**Village of Oswego
Bill List
March 1, 2016**

Fund/Department:	Vendor Name:	Description:	Amount:	Department Totals:
	ILLINOIS DEPARTMENT OF	UNEMPLOYMENT- 4TH QUARTER	8,774.00	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMPENSATION	7,348.95	
	JAMES A AGEMA	RECRUITMENT TEAM CARDS	42.00	
	JCM UNIFORMS, INC.	CLASS C UNIFORM PANTS	167.90	
	JCM UNIFORMS, INC.	CLASS C UNIFORM PANTS	89.95	
	JCM UNIFORMS, INC.	UNIFORM PURCHASES	470.30	
	LOCKER ROOM	10T-SHIRTS FOR PTI	120.00	
	MINER ELECTRONICS CORP	INSTALL NEW SQUAD 16 EMG EQUIP	1,807.31	
	NATIONAL EMBLEM, INC	CSO UNIFORM PATCHES	262.00	
	NATIONAL EMBLEM, INC	OPD UNIFORM PATCHES	393.88	
	OFFICE DEPOT	6 CASES PULL TOWELS, BX LINERS	153.34	
	OFFICE DEPOT	2 CAVICIDE SPRAY CLEANER	17.39	
	OFFICE DEPOT	2 CAVICIDE SPRAY CLEANER	34.78	
	OFFICE DEPOT	CREDIT FOR EPSON PROJECT	(282.50)	
	OFFICE DEPOT	TONER(2) -REPORT ROOM	115.02	
	OFFICE DEPOT	DIVIDERS, SHEET PROTECTORS	68.43	
	OFFICE DEPOT	SHEET PROTECTORS	19.98	
	OFFICE DEPOT	POCKET FILE FOLDERS	16.99	
	OFFICE DEPOT	CD/DVD SLEEVES	9.98	
	OFFICE DEPOT	MEMO BOOKS	13.74	
	OFFICE DEPOT	1 20PKS OF DVD-100 PKS OF CD	206.76	
	OFFICE DEPOT	TOWELS, TISSUE, GARBAGE LINERS	193.36	
	OFFICE DEPOT	GARBAGE LINERS	21.04	
	OFFICE DEPOT	STAPLES, FINDERS, TAB DIVIDERS	89.46	
	OFFICE DEPOT	JR LEGAL PADS	5.69	
	OFFICEMAX	CASE OF SPRING WATER	2.99	
	OSWEGO POSTMASTER	2 FIRST CLASS LTRS, CERTIFIED	13.48	
	OSWEGO POSTMASTER	CERT LETTERS FOR VEHICLE REC.	67.40	
	OSWEGO POSTMASTER	CERTIFIED LETTER	7.67	
	OSWEGO POSTMASTER	CERTIFIED MAIL	67.40	
	OUTBACK STEAKHOUSE	MEALS AT TASER SEMINAR	61.97	
	RESPONSIVE NETWORK SERVICES	IT SERVICES	671.00	
	RESPONSIVE NETWORK SERVICES	IT SERVICES	539.00	
	RESPONSIVE NETWORK SERVICES	IT SERVICES	891.00	
	RIVERVIEW FORD	OIL CHANGE	28.75	
	RIVERVIEW FORD	OIL CHANGE	28.75	
	RIVERVIEW FORD	REPLACE FUEL SENDING UNITS	342.80	
	RIVERVIEW FORD	REPLACE SPARK PLUGS & BOOTS	675.38	
	RIVERVIEW FORD	REPLACE FUEL CONTROL MODULE	174.29	
	RIVERVIEW FORD	OIL CHANGE	28.75	
	RIVERVIEW FORD	OIL CHANGE	28.75	
	RIVERVIEW FORD	LOF, R/R LAMP ASSEMBLY	184.15	
	RIVERVIEW FORD	OIL CHANGE	31.25	
	RIVERVIEW FORD	OIL CHANGE, AIR FILTER	44.89	
	RIVERVIEW FORD	OIL CHANGE, REPL SEAT TRIM & SWITCH	122.98	
	RIVERVIEW FORD	REPLACE THERMOSTAT, WIPERS	229.53	
	RIVERVIEW FORD	OIL CHANGE,	28.75	
	RIVERVIEW FORD	REPLACE R/R TPMS SENSOR	90.78	
	RIVERVIEW FORD	OIL CHANGE	31.25	
	RIVERVIEW FORD	OIL CHANGE	389.14	
	SCHAEFER GREENHOUSES, INC	ARRGMNT FOR OFF CHMIELESKI DAD	75.90	
	SPLASH AUTO REPAIR	JANUARY SQUAD WASH	70.00	
	STRYPES PLUS MORE INC	STRIPING REMOVAL -OLD SQUADS	387.00	
	TLO LLC.	TLO FOR NOVEMBER 2015	13.50	
	TURF ROOM	MEAL, CULTURAL LEADERSHIP	40.24	
	VERIZON WIRELESS	CELL PHONES	849.00	
	VERIZON WIRELESS	AIR CARDS	633.87	
	VISION SERVICE PLAN	VISION INSURANCE	114.81	
	WAL-MART	VINEGAR, LYSOL, WIPES	26.89	
				Police Total: 30,726.51
				General Fund Total: 120,797.85

**Village of Oswego
Bill List
March 1, 2016**

Fund/Department: Vendor Name:	Description:	Amount:	Department Totals:
Water & Sewer Fund:			
BOUGHTON TRUCKING & MATERIAL	2 LOADS OF STONE	257.25	
COMMONWEALTH EDISON CO	107A RT25- PUMP VALVE-WELL1	68.68	
COMMONWEALTH EDISON CO	405A CHICAGO-PUMP VALVE, RT34	19.72	
COMMONWEALTH EDISON CO	1613 RTE 34 BOOSTER STATION#2	221.08	
COMMONWEALTH EDISON CO	378 OGDEN FALLS BLVD WELL7	1,197.78	
COMMONWEALTH EDISON CO	1585 W. RTE34 UNIT - TOWER	31.91	
COMMONWEALTH EDISON CO	MASTER ACCOUNT-LIFTSTATION	522.35	
CRESCENT ELECTRIC SUPPLY CO	LIFT STATION DIALER BATTERIES	139.90	
DYNEGY ENERGY SERVICES	WELL11-6701 TUSCANY TR.	3,884.67	
DYNEGY ENERGY SERVICES	WELL8-3700 GROVE RD	5,730.97	
DYNEGY ENERGY SERVICES	WELL6-245 LENNOX DR	3,567.07	
DYNEGY ENERGY SERVICES	WELL3-340 MADISON ST.	2,445.49	
DYNEGY ENERGY SERVICES	WELL4-401 CHICAGO RD	5,149.01	
DYNEGY ENERGY SERVICES	WELL10-700 COLE	7,447.69	
DYNEGY ENERGY SERVICES	WELL7-378 OGDEN FALLS BLVD	3,024.83	
DYNEGY ENERGY SERVICES	PRV#4-244 WASHINGTON ST	69.36	
DYNEGY ENERGY SERVICES	WELL9- 1 W RAINTREE DR.	8,683.10	
FLEETPRIDE	TAILLIGHTS, AND GROMMET 126	40.87	
FLEETPRIDE	WIRE TO INSTALL STROBES ON O3	85.00	
FOX VALLEY SEWER SERVICES, INC	LIFT STATION CLEAN OUT	2,520.00	
FROST ELECTRIC COMPANY, INC.	WELL10-REPAIR GENERATOR WIRES	870.00	
GENUINE PARTS COMPANY-CHICAGO	INV#702585- BATTERIES FOR 105	258.00	
GENUINE PARTS COMPANY-CHICAGO	HOSE ENDS, LENSE, BULBS, SOLV	253.04	
GENUINE PARTS COMPANY-CHICAGO	6 ICE SCRAPERS	59.94	
GENUINE PARTS COMPANY-CHICAGO	BULB	5.99	
H. LINDEN & SONS SEWER	RT 34 WATER MAIN RELOCATON	135,568.75	
HOME DEPOT	ELECTRICAL TAPE FOR WELL REPAIRS	15.92	
HOME DEPOT	SUMP DUMP WELL 8	189.00	
HOME DEPOT	FITTINGS: SUMP PUMP WELL 8	57.24	
HOME DEPOT	TOOL EXPENSE-SIGN SHOP	19.94	
IL TOLLWAY	TOLLS FOR TRAINING	6.00	
ILLCO, INC	TOILET VALVES FOR WELLS	121.20	
ILLINOIS PUBLIC RISK FUND	WORKERS COMPENSATION	746.38	
IPELRA	PUBLIC EMPLOYEE LAW SEMINAR	97.50	
JUST SAFETY, LTD	BLOODBORNE KITS AT WELL HOUSES	227.60	
M.E. SIMPSON COMPANY, INC	PILOT TESTING WATER METER @ WELLS	1,750.00	
METROPOLITAN INDUSTRIES, INC	LIFT STATION	690.00	
OFFICE DEPOT	5 TONER CARTRIDGES	488.13	
OFFICE DEPOT	PAPER TOWELS, PULL TOWELS	88.86	
OFFICE DEPOT	PAPER CLIPS, LEGAL PAPER	16.16	
OFFICE DEPOT	11X17PAPER, RULER	15.95	
SHAW SUBURBAN MEDIA	BIDS-PETROLEUM	85.50	
SHAW SUBURBAN MEDIA	STATEMENT OF QUALIFICATION	79.80	
SIRENNET	WARNING STROBES FOR CREWCAB	872.66	
THIRD MILLENNIUM	REGULAR BILLING	1,375.66	
THIRD MILLENNIUM	METERED POSTAGE: UTILITY BILLS	3.16	
TIFCO INDUSTRIES	POLY SPIRAL WRAP	214.50	
VERIZON WIRELESS MESSAGING	IPADS	100.46	
WATER PRODUCTS CO - AURORA	SANITARY STRUCTURE 4" RING	28.08	
WATER PRODUCTS CO - AURORA	WESTERN CAPS: B-BOX REPAIR	740.00	
WATER PRODUCTS CO - AURORA	REPAIR KITS: HIT HYDRANTS	450.00	
WATER PRODUCTS CO - AURORA	10 3/4 LONG SMART METERS	2,109.83	
WATER PRODUCTS CO - AURORA	3/4 LONG SMART METERS	2,109.84	
WATER PRODUCTS CO - AURORA	2"X7" WITH PORT	190.00	
WATER PRODUCTS CO - AURORA	3/4 LONG SMART METERS	2,109.83	
WATER PRODUCTS CO - AURORA	METER CONNECTIONS	749.50	
YORKVILLE ACE & RADIO SHACK	GROMMETS & SS SCREWS	11.27	
YORKVILLE ACE & RADIO SHACK	BLACK PIPE FITTINGS	38.09	
YORKVILLE ACE & RADIO SHACK	BLACK PIPE FITTINGS	20.88	
YORKVILLE ACE & RADIO SHACK	NIPPLE FOR SUMP	2.49	
	Water & Sewer Fund:	197,943.88	
PW Escrow Fund:			
WINDY LANDINGS, INC.	TACO BELL- REDUCTION CASH BOND	14,850.00	
WINDY LANDINGS, INC.	TACO BELL-RELEASE CASH BOND	19,124.60	
	PW Escrow Fund:	33,974.60	
Capital Fund:			
SOLVEMYPC	COMPUTER NETWORK INFRASTRUCTURE	34,600.00	
	Capital Fund:	34,600.00	
Garbage Fund:			
GROOT INDUSTRIES, INC	FULL ACCOUNTS	183,244.72	
GROOT INDUSTRIES, INC	SENIOR ACCOUNTS	18,057.40	

**Village of Oswego
Bill List
March 1, 2016**

Fund/Department:	Vendor Name:	Description:	Amount:	Department Totals:
	GROOT INDUSTRIES, INC	PARTIAL ACCOUNTS	229.43	
	GROOT INDUSTRIES, INC	GARBAGE ADJUSTMENTS	(96.80)	
				Garbage Fund: <u>201,434.75</u>
Agency Fund:				
	CPA PIZZA	PIZZA, CHRISTMAS WLK VOLUNTEER	118.81	
	FACEBOOK	SM BUSINESS SAT. FB BOOTH	2.41	
	FEDEX	LUNAFEST LIQUOR LICENSE	21.43	
	FEDEX	LUNAFEST LIQUOR LICENSE	21.93	
	HR GREEN, INC.	ENGINEERING SERVICES HARVEY RD	11,180.73	
	HR GREEN, INC.	WASHINGTON ST- ENGINEERING	18,491.90	
	IL LIQUOR CONTROL COMMISSION	WINE ON THE FOX- LIQUOR LIC	25.00	
	OSWEGO COMMUNITY UNIT SCHOOL	CUSTODIAL FEE-CHRISTMAS WALK	482.40	
	PETTY CASH-CORPORATE	REIMBURSE-CHRISTMAS WALK	21.66	
	THREE FIRES COUNCIL #127	2016 POST RENEWAL	190.00	
				Agency Fund: <u>30,556.27</u>
Sub Escrow Fund:				
	BAXTER & WOODMAN CONSULTING	ENGINEERING REVIEW -ANDY'S	5,779.48	
	BRIGHT LIGHT SIGN	ESCROW REFUND: NOODLES & CO	498.00	
	D CONSTRUCTION, INC.	RETURNED 3' HYDRANT METER	165.56	
	DRH CAMBRIDGE HOMES	PUBLIC WLK REFUND 304 WINTHROP	960.00	
	HR GREEN, INC.	MFT-HARVEY STREET	889.35	
	IDENTITI RESOURCES	ESCROW REFUND:POTBELLY SIGNAGE	927.46	
	IMAGE SIGNS	ESCROW REFUND:IMMEDICATE CARE	306.64	
	MILLS, MICHAEL	ESCROW REFUND:OGDEN FALLS	1,228.08	
	MODERN SIGNS, INC.	ESCROW REFUND:CHICK-FIL-A	465.73	
	NPL CONSTRUCTION CO.	RETURNED 3' HYDRANT METER,WRENCH	982.02	
	OSWEGO COMMUNITY UNIT	LAND CASH FEES- SCHOOL	11,546.23	
	OSWEGO COMMUNITY UNIT	TRANSITION FEE-SCHOOL	16,287.99	
	OSWEGO FIRE PROTECTION DIST.	INTERGOVERNMENTAL FEES	1,392.27	
	OSWEGO PUBLIC LIBRARY	INTERGOVERNMENTAL FEES	1,332.73	
	OSWEGOLAND PARK DISTRICT	LAND CASH FEES-PK DISTRICT	4,840.16	
	OSWEGOLAND PARK DISTRICT	TRANSITON FEES -PK DISTRICT	2,712.18	
	PETER THEODORE/TOMAS ALVAREZ	ESCROW REFUND: FIVE BELOW	384.50	
	ROBINSON ENGINEERING LTD.	ENGINEER REVIEW SERVICES	1,250.00	
	SHAW SUBURBAN MEDIA	ART GALLERY TATTOO STUDIO	76.20	
	SHAW SUBURBAN MEDIA	ANIMAL HOSPITAL	115.80	
	SUBURBAN TIRE AUTO CARE CENTER	ESCROW REFUND: SUBURBAN TIRE	483.46	
				Sub Escrow Fund: <u>52,623.84</u>
				Grand Total: <u><u>671,931.19</u></u>

Vendor Name:

InvoiceStatus VendorName01

Invoice Date: Invoice Number:ccount Numbe

InvoiceDate InvoiceNum AccountNum

Description:

ItemDesc

ItemAmt

-

WATER & SEWER FUND

AB UNITED S 40872)C-11/25/1)50054676 POSTAGE 3,514.93

POLICE

AAREN PE	40911	6819	)11053731(MONTHLY	63.00
ALPHA BU	40909	12457 VO	)11053731(JANITORI	599.00
AMERICAN	40898	104907	)11053788(UNIFORM:	448.56
AMERICAN	40899	105468	)11053788(OFC GAGI	372.00
ARTHUR J	40904	588949	)11053650(INSURAN	18,375.00
ARTHUR J	40904	588966	)11053650(INSURAN	352.00
ARTHUR J	40904	588994	)11053650(INSURAN	10,604.00
CHICAGO	40894	11252	)11053788(SGT NAMI	12.96
CHICAGO	40894	11252	)11053788(SERVING	8.96
CHICAGO	40904	11274	)11053788(COMMENI	10.72
CHICAGO	40894	11252	)11054676 SHIPPING	1.75
CHICAGO	40904	11274	)11054676 SHIPPING	1.75
CINTAS C	40906	344340481)	)11053731(MAT SERV	38.00
COLLEGE	40898	12/21/11	)11055656 EVIDENCE	175.00
CRITICAL	40911	12-386	)11052653(2012 CRIT	395.00
FLEET SA	40906	54383	)11054676 SHIPPING	120.60
FLEET SA	40906	54383	)11057784(EMERGEN	4,895.37
FRANLARI	40890	8794	)11056680(SHADOW	135.99
FRANLARI	40890	8794	)11056680(SHADOW	15.00
FRANLARI	40890	8794	)11056680(SHADOW	10.00
FRANLARI	40890	8794	)11056680(MAILBOX	12.00
FRANLARI	40890	8794	)11056680(PERPETU	6.00
FRANLARI	40905	8816	)11056680(MAILBOX	7.50
IDEAL INC	40904	33214	)11053788(DICKIES	69.03
IDEAL INC	40905	33229	)11053788(WINTER C	11.90
IDEAL INC	40878	33180-B	)11054676 SHIPPING	8.93
IDEAL INC	40904	33214	)11054676 SHIPPING	11.22
IDEAL INC	40905	33229	)11054676 SHIPPING	6.00
ILLINOIS E	40902	5549379 12)	)11054678 MONTHLY	54.24
JCM UNIF	40842	659369	)11053788(SGT UNIF	130.43
JCM UNIF	40899	662030	)11053788(ALTERATI	20.95
JCM UNIF	40899	662071	)11053788(NAVY PAN	159.90

40,647.69

VendorNum	InvoiceNum	InvoiceStatus	PoNum	BatchNum	SingleCheckYn
AUEMER	155434477	AB		160302	N
AUEMER	155434479	AB		160302	N
BRIGL	01/27/16	AB		160302	N
IDENRE	01/21/16	AB		160302	N
IMAGESI	01/21/16	AB		160302	N
MILLSM	012116	AB		160302	N
MODS	01/21/16	AB		160302	N
OSCOMU	5452	AB		160302	N
SHAWSU	10036555 01/16	AB		160302	N
SUBTIRE2	01/22/16	AB		160302	N
THIRDM	18994	AB		160302	N
TRUST	FEB 2016	AB		160302	N
TRUST	JAN 2016	AB		160302	N

Ap1099Yn	PCardInvYn	PCardNumber	CreatedInAek	InvoiceDate
N	N			9/8/2015
N	N			9/8/2015
N	N			1/27/2016
N	N			1/21/2016
N	N			1/21/2016
N	N			1/21/2016
N	N			1/21/2016
N	N			1/7/2016
N	N			1/31/2016
N	N			1/22/2016
N	N			1/22/2016
N	N			2/29/2016
N	N			1/31/2016

InvoiceYear	InvoiceMonth	InvoiceDay	DueDate	DueYear	DueMonth
15		9	8 3/1/2016	16	3
15		9	8 3/1/2016	16	3
16		1	27 3/1/2016	16	3
16		1	21 3/1/2016	16	3
16		1	21 3/1/2016	16	3
16		1	21 3/1/2016	16	3
16		1	21 3/1/2016	16	3
16		1	7 3/1/2016	16	3
16		1	31 3/1/2016	16	3
16		1	22 3/1/2016	16	3
16		1	22 3/1/2016	16	3
16		2	29 3/1/2016	16	3
16		1	31 3/1/2016	16	3

DueDay	InvoiceAmt	NumOfItems	LastItemNum	FiscalYear	AmtAccrued	
1	432		1	1	16	0
1	640		1	1	16	0
1	498		1	1	16	0
1	927.46		1	1	16	0
1	306.64		1	1	16	0
1	1228.08		1	1	16	0
1	465.73		1	1	16	0
1	482.4		1	1	16	0
1	761.1	7	7	7	16	0
1	483.46	1	1	1	16	0
1	1378.82	2	2	2	16	0
1	2133.12	3	3	3	16	0
1	3199.68	3	3	3	16	0
	3199.68					
	155.94					
	3355.62					

AmtUnaccrued

0
0
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0



MEETING TYPE: Village Board

MEETING DATE: March 1, 2016

SUBJECT: Prescott Mill Recapture Agreement

ACTION REQUESTED:

Ordinance Approving a Recapture Agreement Between the Village of Oswego and Pulte Homes Corporation Establishing a Recapture for Certain Public Improvements (Second Read)

BOARD/COMMISSION REVIEW:

Not Applicable

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
2/28/2005	Village Board meeting	Approving the Annexation Agreement for Prescott Mill
2/28/2005	Village Board meeting	Approving the Preliminary Plat
10/10/2005	Village Board meeting	Approving the Final Plat

DEPARTMENT: Community Development

SUBMITTED BY: Community Development Director Rod Zenner

FISCAL IMPACT:

Not Applicable

BACKGROUND:

The Prescott Mill development was annexed in 2005. As part of their Annexation Agreement, Prescott Mill has the right to request a recapture agreement to compensate for the upgrades and infrastructure improvements they provided that could benefit neighboring properties. The Agreement specifically identifies sewer and water improvements and the burying of overhead powerlines as improvements that could qualify for recapture.

DISCUSSION:

The petitioner has submitted a recapture agreement for consideration by the Village to recapture costs for sanitary sewer, water main, and the burying of overhead powerlines (attached). The exhibits to the draft agreement provide maps and a breakdown of the proposed recapture costs.

Sanitary Sewer

Prescott Mill installed a larger sanitary sewer line than what was required for their development to accommodate future development to the south. Per exhibit B1, the additional costs for the oversizing are \$207,713.65. The agreement would charge the benefiting properties \$483 per acre for the improvement.

Wolf Road Watermain

Prescott Mill installed a 12 inch watermain along Wolf Road on the south. Exhibit B2 of the agreement is requesting recapture of 50% of the \$41,929.90 costs, or \$20,964.95, from the benefiting properties.

Harvey Road Watermain

Prescott Mill installed a 12 inch watermain along Harvey Road to the west. Exhibit B3 of the agreement is requesting recapture of 50% of the \$85,411.00 costs, or \$42,705.50, from the benefiting properties.

Wolf Road Electric Relocation

The annexation agreement provided the opportunity for Prescott Mill to request recapture for burying overhead powerlines. The recapture requests a 50% recapture of the \$482,183.70 costs, or \$241,091.85. This would calculate to \$89.76 per linear foot of frontage along Wolf Road.

Harvey Road Electric Relocation

The recapture requests a 50% recapture of the \$333,693.97 costs, or \$166,846.99. This would calculate to \$861.05 per linear foot of frontage along Harvey Road.

Interest

The recapture agreement also provides for interest based on the Consumer Price Index upon the costs from the date that the improvements were installed and accepted by the Village of Oswego. The public improvements were accepted by the Village on July 21, 2015.

Staff Comment

Staff has reviewed the proposed agreement and engineering calculations and is of the opinion that the proposed recapture is consistent with the Prescott Mill Annexation Agreement. Staff is presenting the second read of the ordinance and recommends approval.

RECOMMENDATION:

Staff is presenting the second read of the ordinance approving a recapture agreement between the Village of Oswego and Pulte Homes Corporation establishing a recapture for certain public improvements and recommends approval.

ATTACHMENTS:

Ordinance, Recapture Agreement

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 16 --

**AN ORDINANCE APPROVING A RECAPTURE AGREEMENT BETWEEN THE VILLAGE OF
OSWEGO AND PULTE HOMES CORPORATION AND ESTABLISHING A RECAPTURE FOR
CERTAIN PUBLIC IMPROVEMENTS**

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This ___ day of March 2016

Prepared by and Return to:
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Published in pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on March __ , 2016.

ORDINANCE NO. 16- ____

AN ORDINANCE APPROVING A RECAPTURE AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND PULTE HOMES CORPORATION AND ESTABLISHING A RECAPTURE FOR CERTAIN PUBLIC IMPROVEMENTS

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

WHEREAS, on or about the 28th day of February, 2005, the Village entered into an Annexation Agreement with Pulte Homes Corporation, a Michigan corporation (“Pulte”) (the “Annexation Agreement”); and

WHEREAS, the Annexation Agreement provided for the recapture of a portion of the cost of certain public improvements prorating the cost of those public improvements to other properties; and

WHEREAS, the Recapture Agreement attached hereto as Exhibit A (the “Recapture Agreement”) makes certain findings and determinations which are incorporated herein; and

WHEREAS, the Village hereby finds that the recapture costs assigned to the Benefitted Properties as set forth in the Recapture Agreement are specifically and uniquely attributed to the Benefitted Properties and bestow a substantial benefit upon such areas; and

WHEREAS, the Village hereby finds and determines that the method of allocation of the costs across the Benefitted Area is fair and represents the portion of each of those costs which are specifically and uniquely attributable to each of the Benefitted Properties; and

WHEREAS, the Village finds and determines that each of the Benefitted Properties will utilize and benefit from the water and sewer improvements; and

WHEREAS, the cost of burying the utility lines spread on a linear foot basis is specifically and uniquely attributable to each of the Benefitted Properties to which this cost is allocated due to the enhanced aesthetic value added to Harvey and Wolf’s Crossing Roads frontage of each of those properties and the relocation of the utility lines is necessary for the roadway improvements which affect both sides of Harvey and Wolf’s Crossing Road equally.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES,

ILLINOIS IN THE EXERCISE OF ITS HOME RULE, STATUTORY AND OTHER POWERS, as follows:

SECTION 1. INCORPORATION OF RECITALS AND DEFINITIONS

The recitals set forth above are incorporated herein and declared to be the findings of the President and Board of Trustees. The defined terms set forth in the Recapture Agreement have the same meaning in this Ordinance.

SECTION 2. APPROVAL OF RECAPTURE AGREEMENT

The Recapture Agreement substantially in the form of Exhibit A attached is approved by the Village and the Village President is authorized and directed to execute such agreement on behalf of the Village and the Village Clerk is authorized and directed to attest to such signature.

SECTION 3. IMPOSITION OF RECAPTURE

A Recapture is hereby imposed upon the Benefitted Properties as set forth in the Recapture Agreement.

SECTION 4. SEVERABILITY.

This ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5. REPEALER.

All ordinances, resolutions, orders or parts thereof, which conflict with the provisions of this ordinance, is to the extent of such conflict, hereby repealed.

SECTION 6. EFFECTIVE DATE.

This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ____ day of March, 2016.

RYAN KAUFFMAN	_____	LUIS PEREZ	_____
KARIN MCCARTHY-LANGE	_____	JUDY SOLLINGER	_____
PAM PARR	_____	JOE WEST	_____

APPROVED by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ____ day of March, 2016.

_____	_____	GAIL JOHNSON,	VILLAGE
PRESIDENT			

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTIES OF KENDALL)
AND WILL SS

CLERK'S CERTIFICATE
(ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

AN ORDINANCE APPROVING A RECAPTURE AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND PULTE HOMES CORPORATION AND ESTABLISHING A RECAPTURE FOR CERTAIN PUBLIC IMPROVEMENTS

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the ___ day of March 2016, approved by the Village President on the ___ day of March 2016 and thereafter published in pamphlet form.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of March 2016.

Tina Touchette, Village Clerk
Village of Oswego

RECAPTURE AGREEMENT

For Recorder's Use Only

RECAPTURE AGREEMENT PRORATING THE COST OF CERTAIN IMPROVEMENTS BENEFITING PROPERTY IN OR NEAR THE VILLAGE OF OSWEGO

THIS RECAPTURE AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, 2016 (the "**Effective Date**") by and between THE VILLAGE OF OSWEGO, an Illinois municipal corporation (hereinafter referred to as "**VILLAGE**") and Pulte Home Corporation, a Michigan corporation (hereinafter referred to as "**DEVELOPER**"). The VILLAGE and DEVELOPER are collectively referred to as the "**Parties**" and individually referred to as a "**Party**" herein.

RECITALS:

WHEREAS, DEVELOPER was the developer of approximately 157 acres of real property ("**SUBJECT PROPERTY**") annexed into the VILLAGE and subject to that certain ANNEXATION AGREEMENT for the Prescott Mill Subdivision dated February 28, 2005 (the "**ANNEXATION AGREEMENT**"); and

WHEREAS, the ANNEXATION AGREEMENT provides for DEVELOPER to pay the costs associated with the relocating of overhead utilities along Harvey Road; burying overhead utilities along Wolf's Crossing Road; oversizing from eight (8") to fourteen (14") inches and deepening sanitary sewer; and extending/oversizing watermain along Harvey and Wolf's Crossing Roads, together collectively referred to herein as "**IMPROVEMENTS**"; and

WHEREAS, the IMPROVEMENTS benefit properties currently located outside the VILLAGE boundaries in addition to the Property; and

WHEREAS, the ANNEXATION AGREEMENT contemplates that DEVELOPER and VILLAGE may enter into a recapture agreement to allow DEVELOPER to be reimbursed for the

costs associated with the IMPROVEMENTS that are attributable to other BENEFITING PROPERTIES; and

WHEREAS, under the Illinois Municipal Code (65 ILCS 5/9-5-1), the VILLAGE is authorized to enter into a recapture agreement for the portion of public IMPROVEMENTS undertaken by DEVELOPER that benefits surrounding and adjoining property owners, and the VILLAGE Board has found that the IMPROVEMENTS paid for by DEVELOPER are public IMPROVEMENTS and do benefit adjoining and surrounding property owners; and

WHEREAS, in addition to the authority set forth in the municipal code, the Village is a home-rule unit of government; and

WHEREAS, the VILLAGE Board and the VILLAGE Engineer have identified those parcels of real property that will benefit from the IMPROVEMENTS; and

WHEREAS, the VILLAGE has determined based upon documentation provided by the Developer that actual costs for the design and construction of the IMPROVEMENTS attributable to the Benefiting Properties to be \$568,345.60, pursuant to documentation provided by DEVELOPER as provided for in the ANNEXATION AGREEMENT; and

WHEREAS, DEVELOPER paid for all costs associated with the design, engineering and construction of the IMPROVEMENTS in consideration for the VILLAGE entering into the Annexation Agreement which contemplated the recapture as provided for herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties. BE IT AGREED as follows:

1. **BENEFITING PROPERTIES.** All properties shown on **Exhibit A** attached hereto and incorporated herein by this reference (“**BENEFITING PROPERTIES**”) shall be responsible for paying a recapture to DEVELOPER for a portion of the actual costs expended by the DEVELOPER in the design and construction of some or all of the IMPROVEMENTS in the amounts as hereafter set forth. The permanent index numbers (PINs) for each of the BENEFITING PROPERTIES as they exist on the Effective Date of this Agreement are listed on **Exhibit B**, attached hereto and incorporated herein by this reference. Each identified BENEFITING PROPERTY depicted on **Exhibit A** hereto shall be proportionately responsible for the actual costs of the IMPROVEMENTS on the basis of the Exhibits herein set forth. The Benefiting Properties are located in the sections, townships and ranges set forth on Exhibit C attached hereto.

2. Recapture Areas.

- A. That the Benefitted Area and Recapture Calculation for Sanitary Sewer Recapture is depicted on Exhibit F attached hereto and incorporated herein.
- B. That the Benefitted Area and Recapture Calculation for the Wolf Road Watermain Recapture is depicted on Exhibit E attached hereto and incorporated herein.
- C. That the Benefitted Area and Recapture Calculation for the Electric Overhead Burial/Relocate Recapture is depicted on Exhibit G attached hereto and incorporated herein.
- D. That the Benefitted Area for the Harvey Road Watermain Recapture is set forth on Exhibit D attached hereto.

3. Recapturable Costs. Pursuant to the ANNEXATION AGREEMENT, DEVELOPER was responsible for all **“ELIGIBLE CONSTRUCTION COSTS”** associated with the design and construction of the IMPROVEMENTS. **ELIGIBLE CONSTRUCTION COSTS** means the actual costs and expenses incurred by the DEVELOPER in the design and construction of the IMPROVEMENTS. Each **BENEFITING PROPERTY** shall be responsible for reimbursing DEVELOPER its proportional share of the **ELIGIBLE CONSTRUCTION COSTS** on the basis of the formula set forth in **Exhibit H (“RECAPTURE AMOUNTS”)** together with simple interest in the amount of the unadjusted annual change in the Consumer Price Index for all Urban Consumers: U.S. City Average as determined by the United States Bureau of Labor Statistics as calculated from July 21, 2015 when the IMPROVEMENTS were accepted by the VILLAGE, until the earlier of the **RECAPTURE AMOUNTS** for such **BENEFITING PROPERTY** have been paid or this **AGREEMENT** expires.

4. Reimbursement to DEVELOPER. The VILLAGE shall collect the **RECAPTURE AMOUNTS**, plus any interest that has accrued thereon upon, from the owners and/or **DEVELOPERS** of the **BENEFITING PROPERTIES** as follows:

- a. **Water and Sewer RECAPTURE AMOUNTS:** upon actual physical connection to the IMPROVEMENTS by a **BENEFITING PROPERTY**;

- b. Utility line burial RECAPTURE AMOUNTS: upon recording of a final plat of subdivision approval for a BENEFITING PROPERTY by the VILLAGE;

The VILLAGE shall within seven (7) business days of receiving such recaptures immediately deliver to DEVELOPER all RECAPTURE AMOUNTS (and any interest accrued thereon) collected as provided herein.

5. In addition to the Recapture Amounts, the Village shall be entitled to collect an administrative fee to cover the costs incurred by the VILLAGE in collection of the recapture fee. The administrative fee shall be in addition to the recapture fee due DEVELOPER, and may be changed by the VILLAGE from time to time.
6. It is further understood and agreed to that under no circumstances will the General Fund, Capital Fund, Water and Sewer Fund, or the Water and Sewer Capital Fund or any other fund or money of the VILLAGE be in any way obligated for any Recapture Amount to be reimbursed to DEVELOPER, nor shall the VILLAGE be liable for its failure or neglect to collect any monies due from the owners of the benefitted property. The VILLAGE is only obligated to pay DEVELOPER from those funds the VILLAGE actually collects from said benefitted property owners.
7. **Recapture Ordinance.** The VILLAGE shall pass a Recapture Ordinance consistent with the terms of this Agreement and related matters within thirty (30) days of the execution of this Agreement. This Recapture Agreement shall remain in full force and effect until the 1st day of August 2030, after said date, the Benefitted Properties shall no longer be liable for the payment of any Recapture Amount.
8. **PIN Change.** The PINs for the BENEFITING PROPERTIES set forth in **Exhibit B** attached hereto are as they exist as of the Effective Date of this Agreement. In the event that the PIN changes or additional PINs are assigned to a BENEFITING PROPERTY, such changes shall not limit the obligations set forth in the Agreement.
9. **Enforcement.** This Agreement and the Recapture Ordinance shall be enforceable in any court of competent jurisdiction by any of the parties or their successors in title, by an appropriate action in law or in equity, mandamus or other proceeding to enforce and compel the performance of the covenants herein contained. Should the VILLAGE be required to bring legal action in order to enforce and compel the performance of the covenants herein contained or in the Recapture Ordinance, the DEVELOPER will

reimburse the VILLAGE for all expenses, including reasonable attorneys' fees incurred in connection herewith. Should any action be brought against the VILLAGE by any third party challenging the validity of this Agreement or any ordinances or resolutions adopted pursuant to or in furtherance of the provisions of this Agreement or challenging in any way the amount of the recapture fee provided for hereunder, then and in that event, DEVELOPER shall defend, indemnify and completely hold harmless the VILLAGE, its officers, agents and employees, their assigns and successor from any and all liability whatsoever for damages or expenses arising directly or indirectly out of or under any such action, including court costs and reasonable witness and attorneys' fees.

10. Covenant Not To Sue. The DEVELOPER covenants not to sue the Village, its officers, agents and employees, their successor and assigns in any manner directly or indirectly in connection with the obligations of this Agreement, including, but not limited to, the establishment, collection or non-collection of said Recapture Agreement or any ordinance adopted pursuant to this Recapture Agreement.

11. Corporate Authorities. DEVELOPER represents that the officers whose names appear herein have full corporate authority to execute this Agreement on behalf of the corporation.

12. Successors and Assigns. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the successors, assigns and transferees of the VILLAGE, DEVELOPER and the owners and/or DEVELOPERS of the BENEFITING PROPERTIES.

13. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Illinois.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

15. Incorporation. This Agreement incorporates by this reference the foregoing Recitals and any exhibits attached hereto.

16. No Third Party Beneficiary. This Agreement is for the benefit of, and may be enforced only by, the Parties who are signatories hereto and their respective successors, assigns and transferees. This Agreement is not for the benefit of, and may not be enforced by any third party.

17. Recording. This Agreement shall be recorded by VILLAGE with the Recorder of Deeds for Kendall County, Illinois.

18. Applicability. The VILLAGE represents warrants that the terms of this Agreement shall be incorporated fully into any and all annexation agreements for any and all BENEFITING PROPERTIES.

[Signature Page To Follow]

PASSED AND APPROVED this _____ day of _____, 2016.

DEVELOPER

VILLAGE OF OSWEGO

Pulte Homes Corporation,
A Michigan Corporation

By: _____

VILLAGE PRESIDENT

Attest: _____

VILLAGE CLERK

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____ is personally known to me to be the
_____ of PULTE HOMES CORPORATION, a Michigan
corporation, personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that he/she
signed and delivered the said instrument as _____ of said corporation
pursuant to authority given by the Board of Directors of said corporation, as his/her free
voluntary act and as the free and voluntary act and deed of said corporation, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2016.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)

) SS

COUNTY OF KENDALL)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____ is personally known to me to be the
_____ of the VILLAGE OF OSWEGO, an Illinois municipal
corporation, personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that he/she
signed and delivered the said instrument as _____ of said corporation
pursuant to authority given by the Board of Directors of said corporation, as his/her free
voluntary act and as the free and voluntary act and deed of said corporation, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2016.

Notary Public

My Commission Expires:

This instrument was prepared by:
John F. Philipchuck, Esq.
Dommermuth, Cobine, West, Gensler, Philipchuck,
Corrigan and Bernhard, Ltd.
111 E. Jefferson Avenue, Suite 200
Naperville, Illinois 60540
Email: jfp@dbcw.com

EXHIBIT LIST

- EXHIBIT A:** Overall Recapture Area
- EXHIBIT B:** PINs
- EXHIBIT C:** Sections, Townships and Ranges of the Benefitted Properties
- EXHIBIT D:** Harvey Road Watermain Recapture
- EXHIBIT E:** Wolf Road Watermain Recapture
- EXHIBIT F:** Sanitary Sewer Recapture
- EXHIBIT G:** Overhead Burial/Relocation Recapture
- EXHIBIT H:** Service Area Assessment Summary

EXHIBIT A OVERALL RECAPTURE AREA

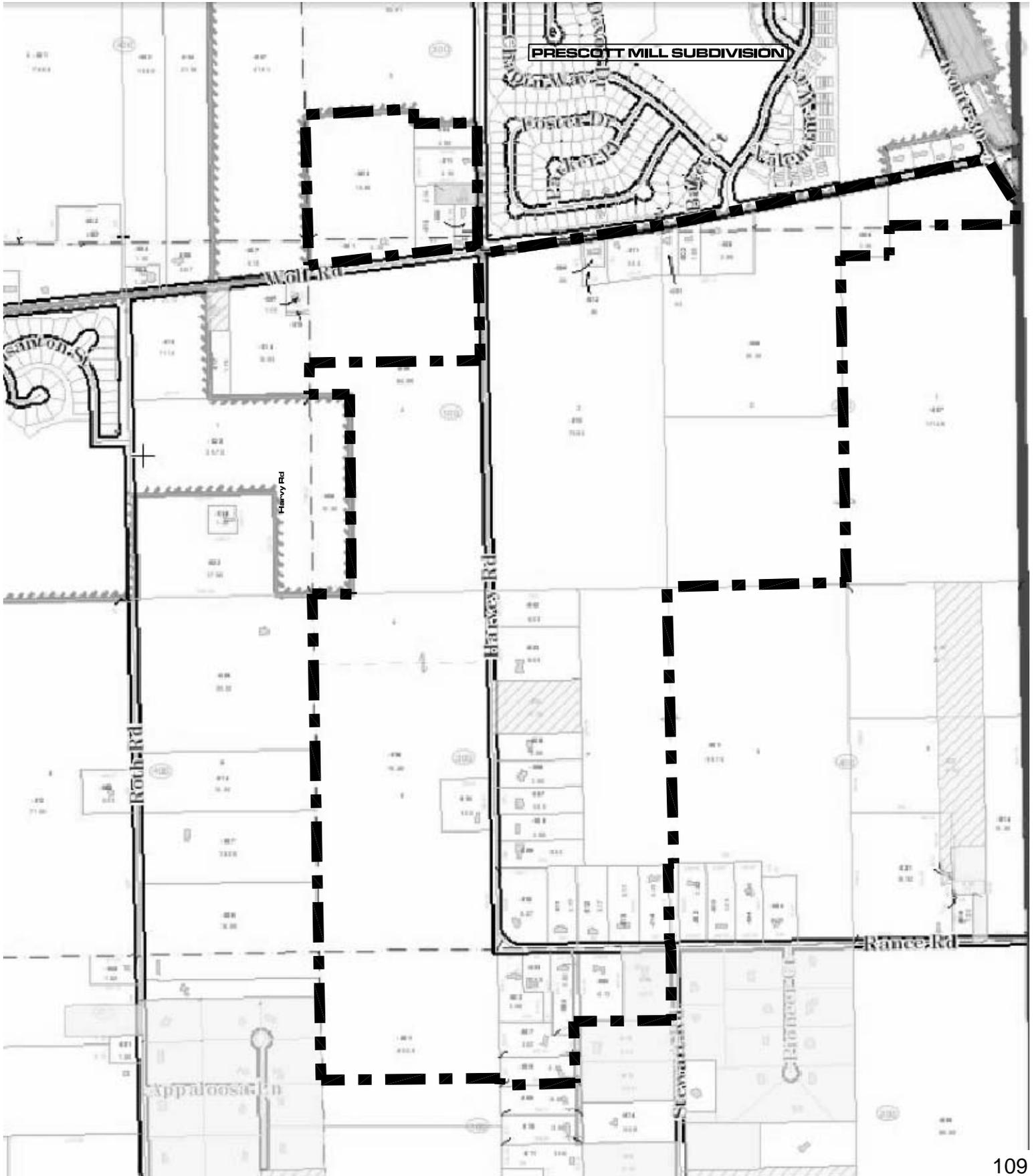


EXHIBIT B - PINs

03-12-478-003
03-12-478-004
03-12-478-005
03-13-200-008
03-13-100-013
03-13-400-001
03-13-200-007
03-13-200-006
03-13-300-002
03-12-452-003
03-13-200-003
03-13-200-002
03-12-452-002
03-13-200-001
03-12-452-001
03-13-100-011
03-13-100-012
03-13-100-004
03-13-100-009
03-13-300-016
03-13-300-015
03-24-100-001
03-24-100-002
03-24-100-003
03-24-100-007
03-24-100-004
03-24-100-008
03-24-100-005
03-24-100-006
03-13-300-014
03-13-300-013
03-13-300-012
03-13-300-011
03-13-300-010
03-13-300-009
03-13-300-008
03-13-300-007
03-13-300-006
03-13-300-005
03-13-300-004
03-13-300-003
03-13-100-003
03-12-300-006
03-12-300-009
03-12-300-011
03-12-300-004
03-12-300-003
03-13-100-001
03-12-300-010
03-13-100-002

EXHIBIT - C

SECTION TOWNSHIP AND RANGES
OF THOSE PROPERTIES AFFECTED BY THE RECAPTURE
AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND
PRESCOTT MILL

SECTION	TOWNSHIP	RANGE
12	37N	8E
13	37N	8E
24	37N	8E

Exhibit D - Harvey Road Watermain Recapture



Exhibit E - Wolf Road Watermain Recapture

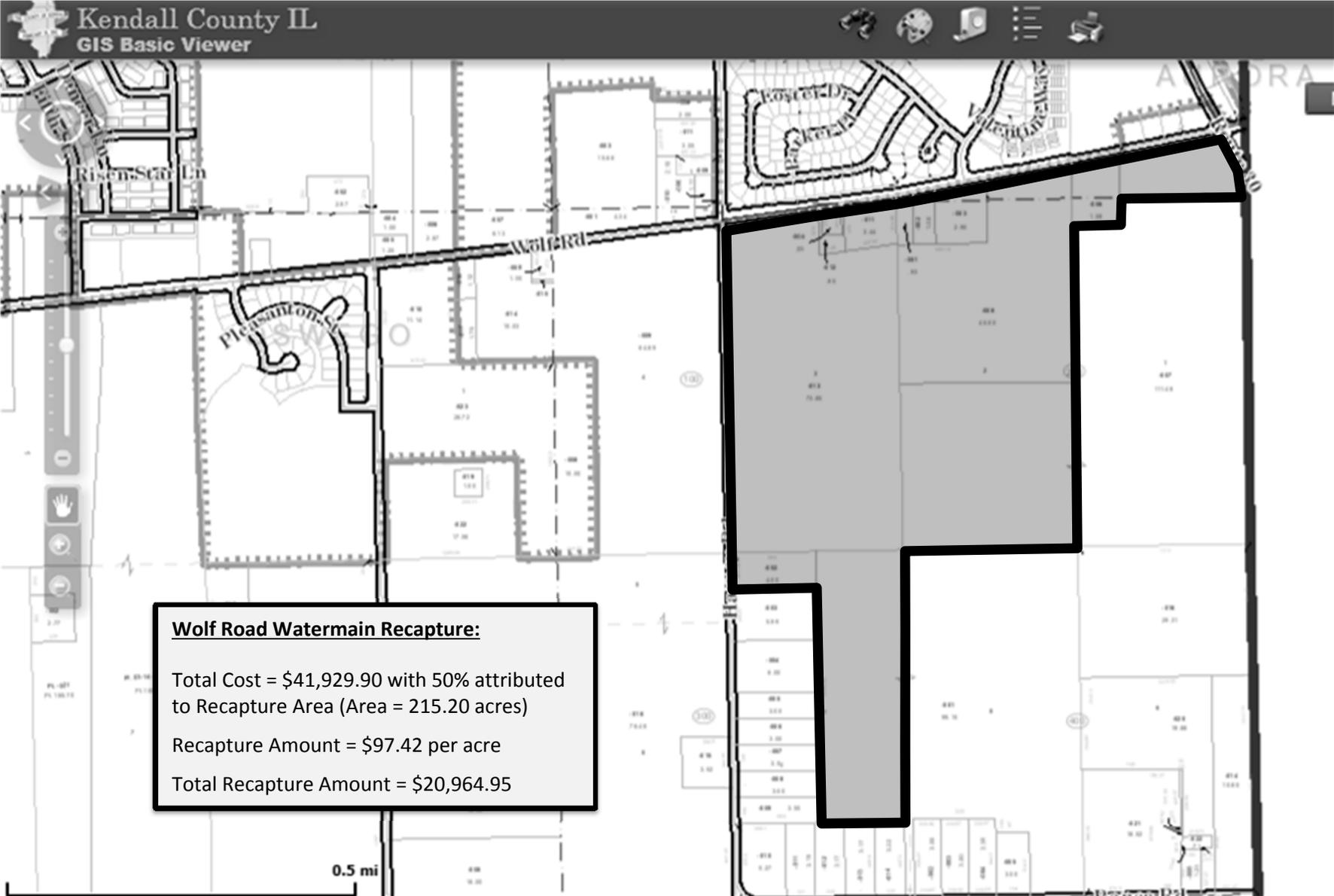


Exhibit F - Sanitary Sewer Recapture

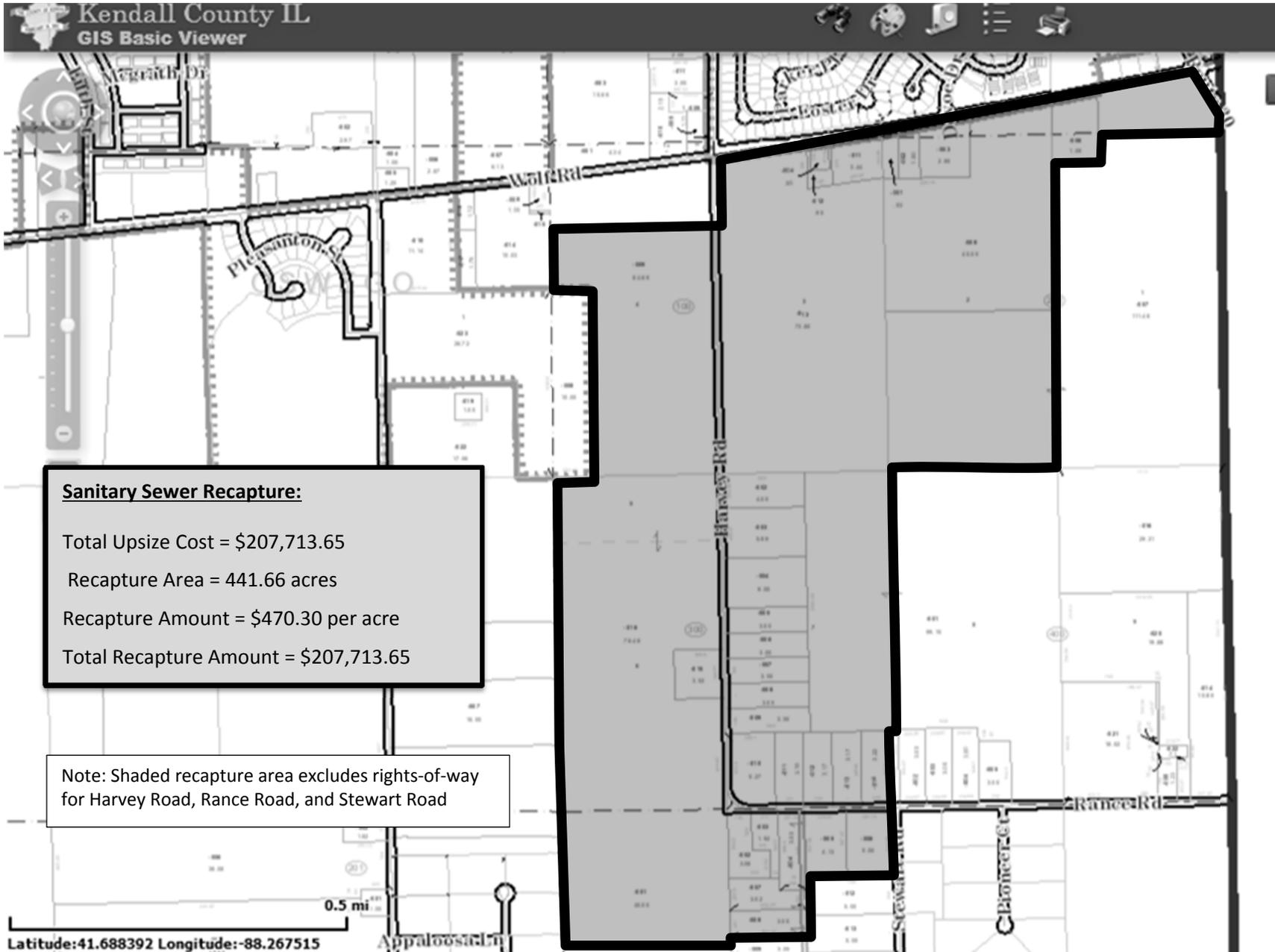
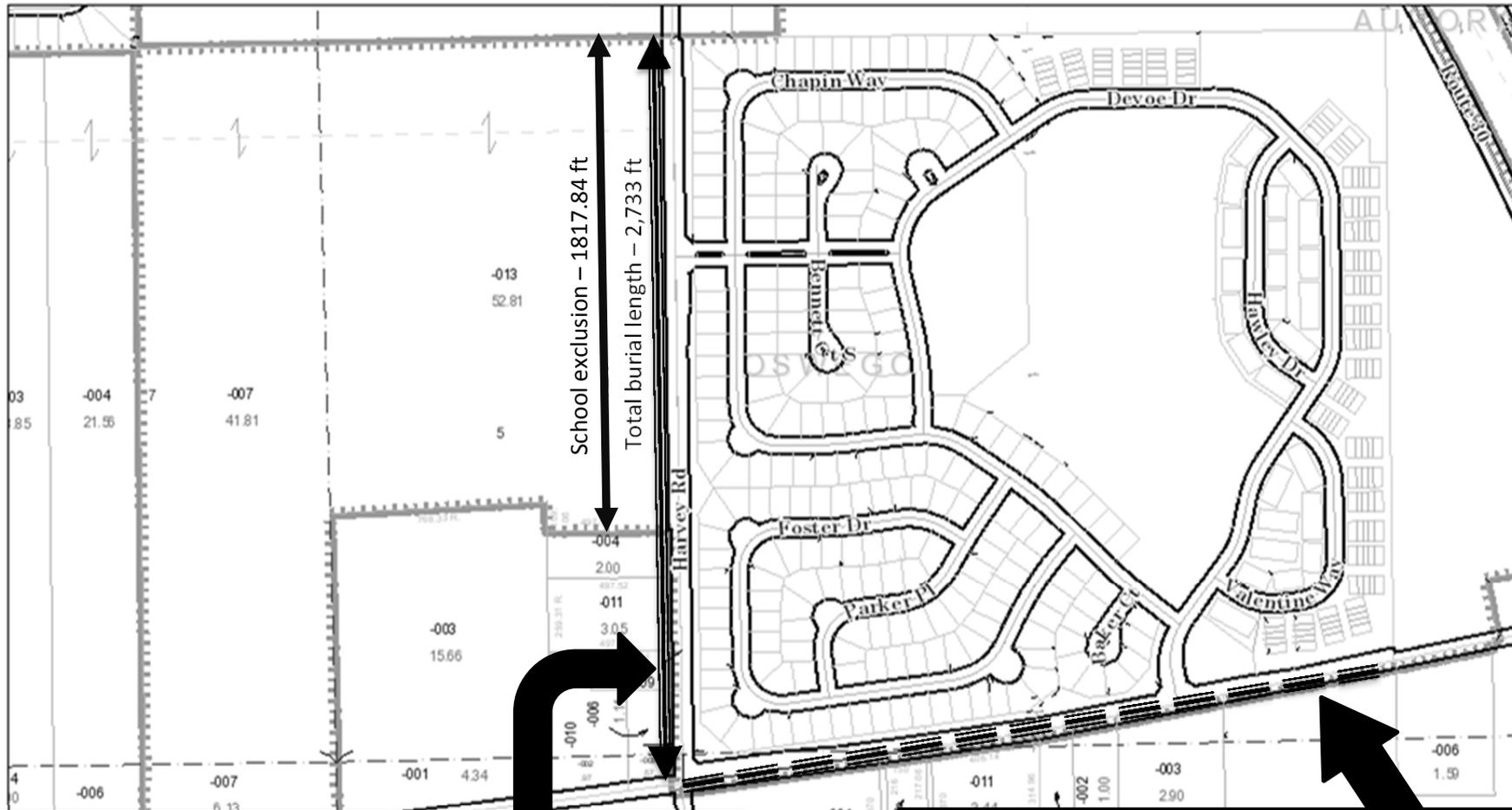


Exhibit G - Overhead Burial/Relocation Recapture



Harvey Road Overhead Relocation Recapture:

Total Burial Cost = \$795,152.64 (ComEd) + \$20,725.04 (SBC)
 Wolf Road-to-Harvey Rd Ratio = 59.1% to 40.9%
 Harvey Rd Cost = \$333,693.97 with 50% to west frontage
 Harvey Rd Linear Frontage = 2,733 ft – 1,817.84 ft (school) = 915.16 ft
 Harvey Rd Recapture Amount = \$61.05 per ft
 Total Harvey Rd Recapture Amount = \$55,869.63 (excludes school)

Wolf Road Overhead Burial Recapture:

Total Burial Cost = \$795,152.64 (ComEd) + \$20,725.04 (SBC)
 Wolf Road-to-Harvey Rd Ratio = 59.1% to 40.9%
 Wolf Rd Cost = \$482,183.71 with 50% to south frontage
 Wolf Rd Linear Frontage = 2,646.24 ft
 Wolf Rd Recapture Amount = \$91.11 per ft
 Total Wolf Rd Recapture Amount = \$241,091.85

Exhibit H - Service Area Assessment Summary

PIN	Acres in Recapture Area	Sanitary Sewer Upsize		Wolf Road Watermain		Harvey Road Watermain		Wolf Road Overhead Burial		Harvey Rd Overhead Relocation		Total Recapture for Parcel
		Acres	Cost	Acres	Cost	Acres	Cost	Frontage	Cost	Frontage	Cost	
03-12-478-003	2.76	2.76	\$ 1,298.03	2.76	\$ 268.88							\$ 1,566.92
03-12-478-004	8.70	8.70	\$ 4,091.63	8.70	\$ 847.56							\$ 4,939.19
03-12-478-005	3.36	3.36	\$ 1,580.22	3.36	\$ 327.33			652.00	\$ 59,401.98			\$ 61,309.53
03-13-200-008	40.00	40.00	\$ 18,812.09	40.00	\$ 3,896.83							\$ 22,708.92
03-13-100-013	73.85	73.85	\$ 34,731.81	73.85	\$ 7,194.52			710.00	\$ 64,686.20			\$ 106,612.54
03-13-400-001	31.00	31.00	\$ 14,579.37	31.00	\$ 3,020.04							\$ 17,599.41
03-13-200-007	38.10	38.10	\$ 17,918.51	38.10	\$ 3,711.73							\$ 21,630.24
03-13-200-006	1.59	1.59	\$ 747.78	1.59	\$ 154.90							\$ 902.68
03-13-300-002	4.00	4.00	\$ 1,881.21	4.00	\$ 389.68							\$ 2,270.89
03-12-452-003	1.28	1.28	\$ 601.99	1.28	\$ 124.70			398.65	\$ 36,319.94			\$ 37,046.62
03-13-200-003	2.90	2.90	\$ 1,363.88	2.90	\$ 282.52							\$ 1,646.40
03-13-200-002	1.00	1.00	\$ 470.30	1.00	\$ 97.42							\$ 567.72
03-12-452-002	0.57	0.57	\$ 268.07	0.57	\$ 55.53			182.23	\$ 16,602.49			\$ 16,926.09
03-13-200-001	0.93	0.93	\$ 437.38	0.93	\$ 90.60			94.82	\$ 8,638.80			\$ 9,166.78
03-12-452-001	0.22	0.22	\$ 103.47	0.22	\$ 21.43			408.14	\$ 37,184.54			\$ 37,309.44
03-13-100-011	3.44	3.44	\$ 1,617.84	3.44	\$ 335.13			50.40	\$ 4,591.81			\$ 6,544.78
03-13-100-012	0.95	0.95	\$ 446.79	0.95	\$ 92.55			150.00	\$ 13,666.10			\$ 14,205.44
03-13-100-004	0.55	0.55	\$ 258.67	0.55	\$ 53.58							\$ 312.25
03-13-100-009	47.50	47.50	\$ 22,339.35									\$ 22,339.35
03-13-300-016	76.48	76.48	\$ 35,968.71									\$ 35,968.71
03-13-300-015	3.52	3.52	\$ 1,655.46									\$ 1,655.46
03-24-100-001	30.80	30.80	\$ 14,485.31									\$ 14,485.31
03-24-100-002	3.08	3.08	\$ 1,448.53									\$ 1,448.53
03-24-100-003	1.92	1.92	\$ 902.98									\$ 902.98
03-24-100-007	3.02	3.02	\$ 1,420.31									\$ 1,420.31
03-24-100-004	3.00	3.00	\$ 1,410.91									\$ 1,410.91
03-24-100-008	3.00	3.00	\$ 1,410.91									\$ 1,410.91
03-24-100-005	4.13	4.13	\$ 1,942.35									\$ 1,942.35
03-24-100-006	5.00	5.00	\$ 2,351.51									\$ 2,351.51
03-13-300-014	3.22	3.22	\$ 1,514.37									\$ 1,514.37
03-13-300-013	3.17	3.17	\$ 1,490.86									\$ 1,490.86
03-13-300-012	3.17	3.17	\$ 1,490.86									\$ 1,490.86
03-13-300-011	3.19	3.19	\$ 1,500.26									\$ 1,500.26
03-13-300-010	5.27	5.27	\$ 2,478.49									\$ 2,478.49
03-13-300-009	3.00	3.00	\$ 1,410.91									\$ 1,410.91
03-13-300-008	3.00	3.00	\$ 1,410.91									\$ 1,410.91
03-13-300-007	3.00	3.00	\$ 1,410.91									\$ 1,410.91
03-13-300-006	3.00	3.00	\$ 1,410.91									\$ 1,410.91
03-13-300-005	3.00	3.00	\$ 1,410.91									\$ 1,410.91
03-13-300-004	6.00	6.00	\$ 2,821.81									\$ 2,821.81
03-13-300-003	5.99	5.99	\$ 2,817.11									\$ 2,817.11
03-13-100-003	0.57					0.57	\$ 784.72			85.70	\$ 5,231.90	\$ 6,016.63
03-12-300-006	1.11					1.11	\$ 1,528.15			234.28	\$ 14,302.57	\$ 15,830.71
03-12-300-009	1.13					1.13	\$ 1,555.68			145.00	\$ 8,852.11	\$ 10,407.79
03-12-300-011	3.05					3.05	\$ 4,198.96			275.00	\$ 16,788.48	\$ 20,987.44
03-12-300-004	2.00					2.00	\$ 2,753.42			175.18	\$ 10,694.57	\$ 13,447.99
03-12-300-003	15.66					15.66	\$ 21,559.26					\$ 21,559.26
03-13-100-001	4.34					4.34	\$ 5,974.92					\$ 5,974.92
03-12-300-010	2.19					2.19	\$ 3,014.99					\$ 3,014.99
03-13-100-002	0.97					0.97	\$ 1,335.41					\$ 1,335.41
School District										1817.84		\$ -
Total	472.68	441.66	\$ 207,713.65	215.20	\$ 20,964.95	31.02	\$ 42,705.50	2646.24	\$ 241,091.85	2733.00	\$ 55,869.63	\$ 568,345.58

Total Cost =	\$207,713.65	\$41,929.90	\$85,411.00	\$815,877.68	\$815,877.68
Recapture % =	100%	50%	50%	50%	50%
Recapture Amount =	\$470.30 per acre	\$97.42 per acre	\$1,376.71 per acre	\$91.11 per ft	\$61.05 per ft
			Prorated % =	59.1%	40.9%



MEETING TYPE: Village Board

MEETING DATE: March 1, 2016

SUBJECT: ComEd Agreement to Bury Electrical Conductors

ACTION REQUESTED:

Resolution Authorizing Execution of a Contract with Commonwealth Edison to Bury Electrical Conductors Along US 34 at the Frontage of 4032 Route 34, Oswego, IL, in an Estimated Amount of \$50,000.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
10/20/2015	Committee of the Whole	Consideration and Discussion of Commonwealth Edison's Plan to Install Overhead Conductors along U.S. 34 at the Frontage of 4032 Route 34, Oswego for \$25,000

DEPARTMENT: Public Works

SUBMITTED BY: Public Works Director Jennifer M. Hughes, P.E., CFM

FISCAL IMPACT:

The cost for this project is approximately \$50,000. This project is not funded in the FY 15/16 budget. We would pay for this project from the contingency line item in the budget or reserves.

BACKGROUND:

As discussed at the October 20, 2015 Committee of the Whole, ComEd is undertaking a large project to improve reliability in the Village. New conductors (wires) will be installed along US 34 in front of Speedway. The lines currently run behind the building.

State law requires ComEd to construct facilities at the lowest cost possible (20 ILCS). Therefore, ComEd will charge the Village the differential cost to bury the line versus placing the lines overhead. ComEd's proposed agreement with the Village to do so is attached.

ComEd is scheduled to start work within a few weeks of the Village executing the contract.

DISCUSSION:

The Village has two payment options: cash or rate application. Under the cash option, the Village will pay an initial amount of \$25,000 with final payment due upon project completion. Choosing the rate application, all ComEd customers within the Village of Oswego would see a surcharge added to monthly bills until the project is paid.

When the Village Board originally supported funding this project, the cost was estimated at \$25,000 total. The estimate has now risen to \$50,000, without any portion covered by ComEd. Due to the changed circumstances, staff presents this item for further Board consideration.

RECOMMENDATION:

Due to the increased cost and no cost sharing offered by ComEd, staff presents this item for further Board consideration.

ATTACHMENTS:

- Resolution Authorizing Execution of a Contract With Commonwealth Edison to Bury Electrical Conductors Along U.S. 34 at the Frontage of 4032 Route 34, Oswego, IL, in an Estimated Amount of \$50,000.00
- February 3, 2016 Letter Agreement from ComEd

RESOLUTION NO. 16 - R - __

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH COMMONWEALTH EDISON TO BURY ELECTRICAL CONDUCTORS ALONG U.S. 34 AT THE FRONTAGE OF 4032 ROUTE 34, OSWEGO, IL, IN AN ESTIMATED AMOUNT OF \$50,000.00

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITAL

That the recitals set forth above are incorporated here by reference.

SECTION 2. SUPPORT FOR AGREEMENT

That the Village President and Village Clerk are hereby authorized and directed to execute on behalf of the Board of Trustees of the Village of Oswego a letter agreement with Commonwealth Edison dated February 3, 2016 substantially in the form attached as Exhibit “A” with an initial progress payment of \$25,000 and final payment upon completion of work.

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, clauses, sentences, paragraphs and

provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of ___ 2016.

RYAN KAUFFMAN _____ JUDY SOLLINGER _____

KARIN MCCARTHY-LANGE _____ LUIS PEREZ _____

PAM PARR _____ JOE WEST _____

APPROVED by me, Gail Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of ___ 2016.

PRESIDENT

GAIL JOHNSON, VILLAGE

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)
AND WILL

CLERK'S CERTIFICATE

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH COMMONWEALTH EDISON TO BURY ELECTRICAL CONDUCTORS ALONG U.S. 34 AT THE FRONTAGE OF 4032 ROUTE 34, OSWEGO, IL, IN AN ESTIMATED AMOUNT OF \$50,000.00

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 1st day of March 2016, and thereafter approved by the Village President on the 1st day of March 2016.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of March 2016.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

February 3, 2016

Ms. Jennifer Hughes
Public Works Director
Village of Oswego
100 Theodore Drive
Oswego, Illinois 60543

Re: Cost differential of proposed capacity expansion summer critical project

Dear Ms. Hughes:

This letter is in reply to an inquiry regarding the request from the **Village of Oswego** (the Village) to underground a portion of ComEd's (the Company) proposed overhead electric lines in the Village.

The engineered estimate of the cost differential of an underground line vs. the continuation of the overhead line through the section requested is approximately **\$50,000**. The cost represents an engineered design cost estimate only and is not a final cost. The final construction costs may differ depending on the mutual agreement of facilities, final construction, difficulty of work area and what the accepted contract bid is for performing some or all of the work. The Village should take note final costs will be based off the total actual charges ComEd incurs to complete this project.

The Village will have two payment options available. Please check one of boxes below, sign and return either with a check and/or copy of the executed ordinance.

The first would be a progressive payment schedule requiring a 50% first partial payment of **\$25,000** with the potential for multiple payments as construction progresses. The 50% deposit and all required easements must be in place before ComEd work can be scheduled. This can be a minimum of 6–12 weeks from that date contingent upon ComEd's scheduled work load. Final payment invoicing will occur upon completion of the work.

The second option would be under Rider LGC, Local Government Compliance Clause, where ComEd applies an additional "per kilowatt-hour charge onto the monthly bills of all customers within the municipal boundaries of the Village of Oswego. As costs for this project are incurred each month, the appropriate share of those costs will be reflected as a separate line item charge on the monthly bills of the customers. The "per kilowatt-hour" charges will continue until the project is completed and all costs for the project are reflected on ComEd's books of account.

As an Illinois public utility, ComEd is subject to the terms and conditions of the Illinois Public Utilities Act (220 ILCS) and is obligated to provide reliable service at least cost. The relevant section of the Illinois Public Utilities Act (PUA) is Section 5/8-401, which states:

'Every public utility subject to this Act shall provide service and facilities which are in all respects adequate, efficient, reliable and environmentally safe and which, consistent with these obligations, constitute the least-cost means of meeting the utility's service obligations.'

The Village should take special note of the fact that ComEd must meet our "Service" obligations at least cost to our "Ratepayers." Should replacement or additional distribution lines be required, ComEd must install facilities at least cost, which may require the facilities to include an overhead pole line. Should the village desire to keep the overhead distribution lines off of the Village, the Village will be obligated to pay for the incremental costs of undergrounding or rerouting the line(s). In summation, the Village will pay the cost of the underground line, less the estimated cost of the avoided overhead installation.

General Assumptions:

- This cost estimate is good for 90 days from the date on this letter.
- The cost represents an engineered design cost estimate only. The final construction costs may differ depending on the mutual agreement of facilities relocated, final construction, difficulty of work area and what the accepted contract bid is for performing some or all of the work.
- This estimate is to underground the ComEd electric facilities only. The Village will need to contact other utilities for their relocation cost, if applicable.
- This estimate is based upon current tariffs with no escalation.
- Construction estimate and schedule is based on normal 40-hour workweek, without overtime, weekend, or Holiday work.
- Estimate does not include delays related to permitting needs required by governmental entities including municipalities or other optional facilities charges.
- Project scope provides no additional capacity, contingency or redundancy above what is specifically stated. Change in scope will result in additional charges. Estimate does not include any enhanced reliability.

Others Responsibilities:

- Village is responsible to obtain all permits and easements at customer's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to trimming without restriction.
- No landscaping or beautification will be provided by ComEd, only rough grade back fill of all areas disturbed by the ComEd construction removal and installation of equipment. All

restoration, finished grading, sodding and/or seeding is to be completed by the Village within both the right-of-way and private property areas.

Scope of Work:

In the parkway area frontage of the Speedway and Convenience Store which is at the northeast corner of Route 34 and Wolf's Crossing, ComEd will install approximately 480 feet of 3 conductor 750 AL cable and approximately 370 feet of 6 inch poly pipe.

This project has an anticipated start date within the next two weeks in February. In order to keep this work scheduled, I would appreciate it if you could sign the letter below and return to me as soon as possible along with the check. If you have questions please feel free to call me directly at 630 399-0104.

Sincerely,



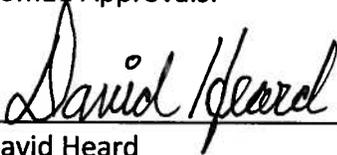
Sylvia Rogowski
External Affairs Manager
Sylvia.rogowski@comed.com

FOR THE APPLICANT:

Accepted By

Signature

ComEd Approvals:



David Heard
Senior Project Manager
630 576-6259
David.heard@ComEd.com

Print Name

Official Capacity



MEETING TYPE: Village Board

MEETING DATE: March 1, 2016

SUBJECT: Minor Amendment to the Orchard Woods PUD Project #927.16

ACTION REQUESTED:

Ordinance Granting a Second Amendment to the Final Planned Unit Development for Orchard Woods Lot #2 at 3300 Orchard Road to Expand the Building – Tide Dry Cleaners (First Read, Waiver of Second Read)

BOARD/COMMISSION REVIEW:

Not Applicable

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
4/29/2014	Village Board meeting	Final PUD Plat approved
12/2/2014	Village Board meeting	First amendment approved

DEPARTMENT: Community Development

SUBMITTED BY: Community Development Director Rod Zenner

FISCAL IMPACT:

Not Applicable

BACKGROUND:

Minor amendments to Planned Unit Developments are brought before the Village Board for review and consideration. Minor amendments do not require Planning and Zoning Commission review.

DISCUSSION:

The applicant is requesting a minor amendment to the approved PUD to reduce the number of drive-thru lanes on the south side of the building from 3 lanes to 2 lanes and to widen the building by 10 feet in the area that was previously a drive-thru lane to accommodate the needs of

Tide Dry Cleaners, the proposed tenant in this space. The original proposal was intended to provide for a proposed bank facility. The current proposed tenant is a laundry with drive-thru service.

It is staff's opinion that the proposed changes are minor and consistent with the intent of the original PUD.

RECOMMENDATION:

Staff is recommending the First Read of the Ordinance approving the Minor Amendment to the PUD for Orchard Woods Lot #2 to allow for the removal of a drive-thru lane and to expand the building 10 feet to the south.

ATTACHMENTS:

Ordinance

**VILLAGE OF OSWEGO
KENDALL AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 16 --

**AN ORDINANCE GRANTING A SECOND MINOR AMENDMENT TO THE FINAL PLANNED
UNIT DEVELOPMENT (P.U.D.) FOR ORCHARD WOODS LOT #2 AT 3300 ORCHARD ROAD
TO EXPAND THE BUILDING IN THE VILLAGE OF OSWEGO, KENDALL AND WILL
COUNTIES, ILLINOIS**

(Orchard Woods Lot 2 Minor Amendment)

**ADOPTED BY
THE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This ___ day of March 2016

Prepared by and Return to:
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Published in pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on March __, 2016.

ORDINANCE NO. 16 --

AN ORDINANCE GRANTING A SECOND MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (P.U.D.) FOR ORCHARD WOODS LOT #2 AT 3300 ORCHARD ROAD TO EXPAND THE BUILDING IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(Orchard Woods Lot 2 Minor Amendment)

WHEREAS, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, the Village has in full force and effect a codified set of those ordinances of the Village which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oswego, as amended; and

WHEREAS, the Final PUD was approved on April 29, 2014 by Ordinance No. 14-34; and the First Amendment was approved on December 2, 2014 by Ordinance No. 14-109; and

WHEREAS, the petitioner is proposing a Second Amendment to the PUD to allow for the reduction of one drive-thru lane and widening of the building by 10 feet; and

WHEREAS, the property is currently zoned B-3 Commercial Service and Wholesale District and is improved with multi-tenant commercial buildings.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS IN THE EXERCISE OF THEIR HOME RULE, STATUTORY AND OTHER POWERS, as follows:

Section 1: That the recitals set forth above are incorporated here by reference, and the application for a minor amendment to the PUD to allow for the reduction of a drive-thru lane and the widening of the building by 10 feet on the south side of the future building to be located at 3300 Orchard Road is approved in conformance with the attached Exhibits.

The Property is legally described on *Exhibit "A"*, indicated on an accurate map identified as *Exhibit "B"*, and the approved amendment is enumerated on the following Exhibits:

- Exhibit C: Site Plan
- Exhibit D: Elevations

Section 2: SEVERABILITY

This ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: REPEALER

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon his passage and approval. Publication in pamphlet form is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ____ day of March, 2016.

RYAN KAUFFMAN	_____	LUIS PEREZ	_____
KARIN MCCARTHY-LANGE	_____	JUDY SOLLINGER	_____
PAM PARR	_____	JOE WEST	_____
-			

APPROVED by me, Gail Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ____ day of March, 2016.

_____	_____	GAIL	JOHNSON,	VILLAGE
PRESIDENT				

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTIES OF KENDALL)
AND WILL

CLERK'S CERTIFICATE

(ORDINANCE)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

AN ORDINANCE GRANTING A SECOND MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (P.U.D.) FOR ORCHARD WOODS LOT #2 AT 3300 ORCHARD ROAD TO EXPAND THE BUOLDING IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(Orchard Woods Lot 2 Minor Amendment)

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the ___ day of March 2016, approved by the Village President on the ___ day of March 2016 and thereafter published in pamphlet form.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of March 2016.

Tina Touchette, Village Clerk
Village of Oswego
Ordinance No. 16 --
Page 4

(Seal)

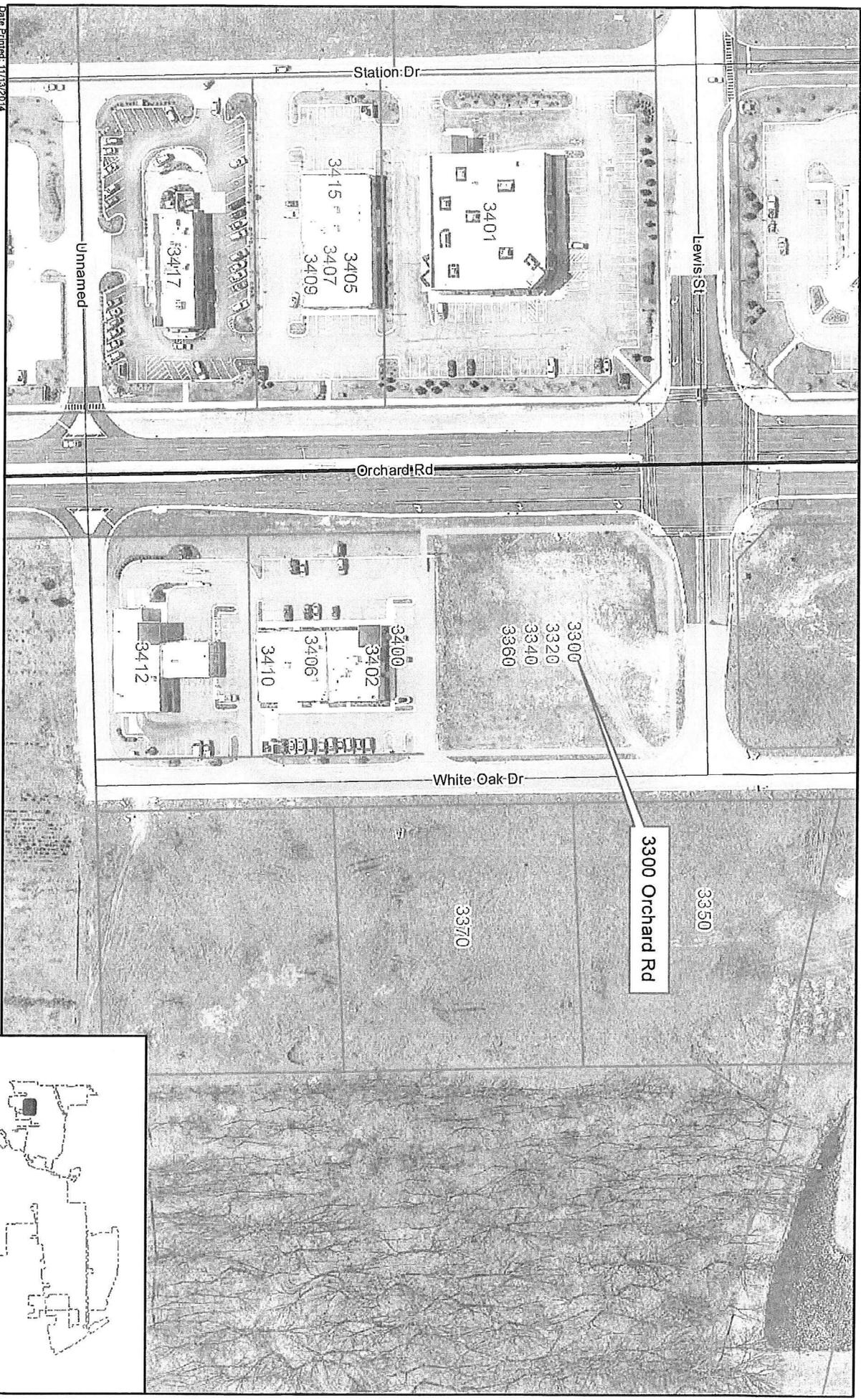
EXHIBIT "A"

LOT 2 IN ORCHARD WOODS (RECORDED SEPTEMBER 29, 2006 AS DOC. NO.20060031393) BEING A SUBDIVISION OF PART OF THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS. EXCEPT THE FOLLOWING: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREE 07 MINUTES 46 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2, 207.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 07 MINUTES 46 SECONDS WEST ALONG SAID WESTERLY LINE, 29.54 FEET THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 68 DEGREES 52 MINUTES 14 SECONDS EAST, ALONG SAID NORTHERLY LINE, 16.96 FEET TO A BEND IN 20.00 FEET; THENCE SOUTH 43 DEGREES 52 MINUTES 16 SECONDS WEST, 49.50 FEET TO THE POINT OF BEGINNING.

Commonly known as: 3300 Orchard Road, Oswego IL 60543

3300 Orchard Rd.

Exhibit B



Date Printed: 11/13/2014

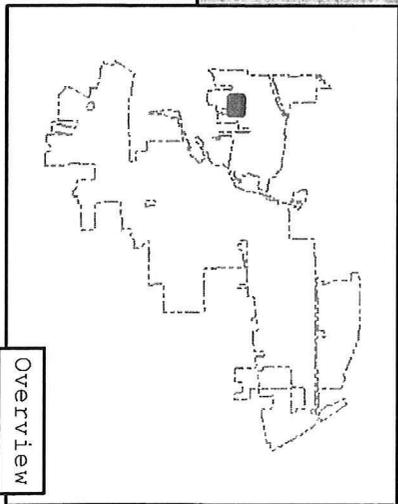


100

Feet



The requested map will be created for study purposes only. Please refer to the official recorded plats or deeds for the actual legal descriptions and plat numbers. This map is intended for the secretary of the date delineated herein, either expressed or implied by the Village of Oswego or its employees. This map is not to be used for any other purpose. This map is not a violation of Federal Copyright Law. Doing so may result in prosecution under such law. If you wish to use property in which the Village of Oswego owns a copyright, you must obtain written permission through the Community Development Department in the Village of Oswego, located at 100 Parkers Mill, Oswego, Illinois 60543.



Overview



EXHIBIT
"D"
Page 1 of 2

Proclamation

The Village of Oswego, Illinois
Founded in 1833

MARCH AS NATIONAL ATHLETIC TRAINING MONTH

WHEREAS, quality health care is vital for individuals involved in physical activity; and

WHEREAS, certified athletic trainers have a long history of providing quality health care for athletes and those engaged in physical activity based on specific tasks, knowledge and skills acquired through their nationally regulated educational processes; and

WHEREAS, certified athletic trainers provide prevention of injuries; recognition, evaluation and aggressive treatment; rehabilitation; health care administration; and educational guidance; and

WHEREAS, the National Athletic Trainers' Association represents and supports the more than 30,000 members of the athletic training profession employed in the following settings: professional sports; colleges and universities; high schools; clinics and hospitals; corporate and industrial settings; and military branches; and

WHEREAS, leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of quality health care for athletes and those engaged in physical activity within the aforementioned settings; and

WHEREAS, such an effort will improve health care for athletes and those engaged in physical activity and promote certified athletic trainers as allied health professionals.

NOW, THEREFORE, I, Gail Johnson, Village President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois do hereby proclaim March 2016 as

National Athletic Training Month

and urge all people of the community to learn more about the importance of athletic training.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 1st day of March, 2016.

GAIL JOHNSON, VILLAGE PRESIDENT

ATTEST:

TINA TOUCHETTE, VILLAGE CLERK

Early Voting February 29 through March 10th; Village Hall
Mon-Fri 8:00am-7:00pm
Saturday 8:00am-2:00pm

General Primary March 15th

Location: Oswego Village Hall, 100 Parkers Mill, Oswego, IL

Economic Development Commission	March 2, 2016	6:00 p.m.
Cultural Arts Commission Meeting	March 9, 2016	6:00 p.m.
Planning and Zoning Commission Meeting	March 10, 2016	7:00 p.m.
Budget Workshop	March 12, 2016	9:00 a.m.
ECO Commission Meeting	March 14, 2016	6:30 p.m.
Committee of the Whole Meeting	March 15, 2016	6:00 p.m.
Regular Village Board Meeting	March 15, 2016	7:00 p.m.
Historic Preservation Commission Meeting	March 23, 2016	7:00 p.m.
Administrative Adjudication	March 24, 2016	5:00 p.m.

Oswego Public Works Facility, 100 Theodore Drive, Oswego, IL

ECO Electronics Recycling	March 12, 2016	8:00 a.m.
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Oswego Law Enforcement Center, 3525 Route 34, Oswego, IL

Police Commission Meeting	March 3, 2016	5:00 p.m.
Police Pension Board	April 28, 2016	3:15 p.m.