



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**

May 02, 2017

7:00 PM

Location: Oswego Village Hall, 100 Parkers Mill

- A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**
- B. ROLL CALL**
- C. CONSIDERATION OF AND POSSIBLE ACTIONS ON ANY REQUESTS FOR ELECTRONIC PARTICIPATION IN MEETING**
- D. RECOGNITIONS/APPOINTMENTS**
 - D.1. Character Counts Awards
[Character Counts Awards_5-2-17.pdf](#)
- E. PUBLIC FORUM**
- F. STAFF REPORTS**

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

Tina Touchette
Village Clerk

G. CONSENT AGENDA

G.1. April 11, 2017 Committee of the Whole Minutes

[4-11-17 COTW.docx](#)

G.2. April 11, 2017 Regular Village Board Minutes.

[4-11-17 RegVB.docx](#)

G.3. April 11, 2017 Closed Session Minutes. (Approve, but Not Release)

G.4. Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund.

[Elected Official IMRF memo 050217.docx](#)
[IMRF Board Resolution 2017.pdf](#)

G.5. Ordinance Amending the Adopted Residential Building Code Modifying the Requirements for Automatic Fire Sprinklers. (First Read of Ordinance, Waiver of Second Read)

[Memo-Amend Title 4 - R313.2 residential fire sprinklers rz comments.docx](#)
[Ordinance to amend Title 4, Chapter 1, Section 2\(B\)-R313.2.docx](#)
[fire sprinkler threshold.pdf](#)

H. BILL LIST

H.1. Approve Bill List Dated May 2, 2017 in the Amount of \$888,793.46.

[5-2-17 Bill List.pdf](#)

I. OLD BUSINESS

I.1. Ordinance Granting a Special Use Permit for an Amusement Establishment for BJ's Shooting Located at 1565 and 1567 US Highway 34. (Second Read)

[958.17 BJ's Shooting VB Memo 5-2-17.docx](#)
[Ord # 958.17 BJ's Shooting Special Use V.2.docx](#)
[Exhibit B.pdf](#)

I.2. Resolution Approving the Sponsorship Policy for the Village of Oswego.

[Sponsorship Policy 5.2.17.docx](#)
[17-R- Resolution Approving Sponsorship Policy.docx](#)

J. NEW BUSINESS

- J.1. Resolution Granting a Public Utility Easement at 3355 Woolley Road; Lot 1- Hummel Trials P.D. Subdivision.

[jh050217.pbot Grant of Easement.docx](#)
[17-R- Dedication of Utility Easement.docx](#)
[Exhibit A - PLAT OF EASEMENT.pdf](#)

- J.2. Resolution Authorizing Gilbane Building Company to Award a Contract for Construction of the New Police Headquarters for Masonry Systems to A.L.L. Masonry Construction Company in the Amount of \$1,500,775.00.

[Bid Package 2 - Masonry Systems - Contract Award Approval Memo - 5-2-17.docx](#)
[New Police Headquarters - Masonry Systems - Contract Award Authorization - Resolution - 5-2-17.docx](#)
[New Police Headquarters - Bid Release 2 - Recommend to Award Letter and Bid Comparisons - 5-2-17.pdf](#)

- J.3. Ordinance Removing Certain Properties From The Main Street/Washington Street Redevelopment Project Area. (First Read of Ordinance, Waiver of Second Read)

[TIF VB6.docx](#)
[Ordinance Removing Property from RPA 4812-4791-7895.docx](#)
[2017-04-27.pdf](#)

- J.4. Ordinance Authorizing the Approval of a Purchase and Sale Agreement with Andrew Trasatt for 63 Washington Street, Oswego IL. (First Read of Ordinance, Waiver of Second Read)

[Memo-PSA_63Washington-1-1.docx](#)
[PSA_Ordinance_63WashingtonStreet-1.docx](#)
[PSA_63Washington_signed.pdf](#)
[Location_Map_63WashingtonStreet.pdf](#)

K. PRESIDENT'S REPORT

- K.1. Proclamation- Small Business Week, April 30th- May 6th, 2017.

[Small Business Week - 2017.doc](#)

- K.2. Proclamation- Municipal Clerks Week, May 7 - 13, 2017

[Municipal Clerks Week 2017.docx](#)

- K.3. Proclamation- National Police Week, May 14 - 20, 2017

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

P. ADJOURNMENT



The Village of Oswego is pleased to announce this quarter's Character Counts Award winners!

These awards are presented to Youth, Teens, Adults and Organizations that have exhibited and/ or best exemplify one of the six pillars of Character – Trustworthiness, Respect, Responsibility, Fairness, Caring and Citizenship. They are recognized tonight for making our community a better place to live.

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

The award of _____ is presented to _____.

This _____ was nominated by _____ for:

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
April 11, 2017**

CALL TO ORDER

President Gail Johnson called the meeting to order at 6:00 p.m.

ROLL CALL

Physically Present: President Gail Johnson; Trustees Ryan Kauffman (attended at 6:07 p.m.), Karin McCarthy-Lange, Pam Parr, Luis Perez , Judy Sollinger and Joe West.

Staff Present: Dan Di Santo, Village Administrator; Christina Burns, AVA/HR Director; Linda Ebinger, Recording Secretary; Jennifer Hughes, Public Works Director; Jeff Burgner, Police Chief; Rod Zenner, Community Development Director; Michele Brown, Community Relations Manager; Mark Horton, Finance Director; Jay Hoover, Building & Zoning Manager; Corinna Cole, Economic Development Director; Joe Renzetti, IT/GIS Manager; Annie Callahan, Purchasing Manager; and James Murphy, Village Attorney.

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

There was no one who participated electronically.

PUBLIC FORUM

Public Forum was opened at 6:00 p.m.

There was no one who requested to speak; the Public Forum was closed at 6:00 p.m.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

F.1. Sponsorship Policy Discussion

Community Relations Manager, Brown presented the Board with a draft policy for sponsorships. She briefly discussed how staff developed the policy. The purpose of the policy is to provide specific guidelines for developing and managing sponsorships for Village facilities, events, programs and services. It includes options for Naming Right Sponsorships, Events, Programs and Services Sponsorships and In-Kind Sponsorships. The policy also addresses the approval process and responsibilities.

Board and staff discussion focused on the intention as honorable, but the policy is subjective; not believing anyone could qualify; policy would not allow businesses to sponsor events; how morals and values are defined; how the Park District raises over \$100,000 each year for PrairieFest without a sponsorship policy; sponsorship policies are very new to staff; policies establish ethical boundaries; policy could be narrowed down; considering who the Village would say no to and whether it would be based on values; possibly complicating the issue and setting the Village up for a lawsuit; only considering sponsorships for events; liking the ethical standards the policy establishes; difficult to say no to an inappropriate business that would like to sponsor a family friendly event; needing clarification that the Village would always maintain first rights of refusal for naming rights; naming rights could be brought to the Board for approval; naming rights should be restricted to a time period; Aurora Public Library; family donated a significant amount of money to the Aurora library; concerns

with some of the language in the policy. President Johnson director Board members to send specific comments to staff. Manger Brown will bring comments back to the team.

There was no further discussion.

F.2. Amendment to the Residential Building Code- Automatic Fire Sprinklers

Building & Zoning Manager Hoover presented the Board with a proposed code amendment for residential sprinkler systems. Code currently requires single-family homes of 4,000 square feet in size to provide sprinkler systems. Homes smaller than 4,000 square feet are not required to provide sprinklers. To address concerns raised by representatives of the building community and to provide similar requirements of the surrounding communities, staff recommended a text amendment to remove the sprinkler requirement for homes 4,000 square feet and replace it with other fire protection measures that are not as cost prohibitive to the development community. These measures include the enclosing of stairs and I-beam joists where necessary. These changes will allow the Village to be competitive with the requirements of surrounding communities while providing safe structures that will protect its occupants.

Board and staff discussion focused on the intent in making the code align as common practice in the field; amendment would make more sense and provide for safer structures; whether the code amendment is in line with other communities; many towns in the area have taken this approach over current code; whether there was any feedback from contractors; staff has heard that the current code is too restrictive.

There was no further discussion.

CLOSED SESSION

A motion was made by Trustee Kauffman and seconded by Trustee Sollinger to enter into Closed Session for the purposes of discussing the following:

- b. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Personnel [5 ILCS 120/2(c)(1)]

Aye: Ryan Kauffman
Pam Parr
Judy Sollinger

Karin McCarthy-Lange
Luis Perez
Joe West

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

The Board adjourned to Closed Session at 6:33 p.m.

The Board returned to open session at 7:06 p.m.; all remaining members still present.

ADJOURNMENT

The Committee of the Whole meeting adjourned at 7:07 p.m.

Tina Touchette
Village Clerk

Linda Ebinger
Recording Secretary

**MINUTES OF A REGULAR MEETING OF THE
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
April 11, 2017**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Gail Johnson called the meeting to order at 7:07 p.m. and led the Pledge of Allegiance to the Flag of the United States of America.

ROLL CALL

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

Staff Present: Dan Di Santo, Village Administrator; Christina Burns, AVA/HR Director; Linda Ebinger, Recording Secretary; Jennifer Hughes, Public Works Director; Jeff Burgner, Police Chief; Rod Zenner, Community Development Director; Michele Brown, Community Relations Manager; Mark Horton, Finance Director; Jay Hoover, Building & Zoning Manager; Corinna Cole, Economic Development Director; Joe Renzetti, IT/GIS Manager; Annie Callahan, Purchasing Manager; and James Murphy, Village Attorney.

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

There was no one who participated electronically.

RECOGNITIONS/APPOINTMENTS

D.1. Adjudication Officer

- a. Reappoint Carlo Colosimo for a Term to Expire 4/30/18
- b. Reappoint Linda M. Salfisberg for a Term to Expire 4/30/18

Cultural Arts Commission

- a. Reappoint Angie Hibben for a Term to Expire 4/30/20
- b. Reappoint Jennifer Putzier for a Term to Expire 4/30/20

ECO Commission

- a. Reappoint Michele Falesch for a Term to Expire 4/30/20
- b. Reappoint Tamara Moore for a Term to Expire 4/30/20
- c. Reappoint Ellen Von Ohlen for a Term to Expire 4/30/20

Historic Preservation Commission

- a. Reappoint Karen Knight for a Term to Expire 4/30/19
- b. Reappoint Kelly Schomer for a Term to Expire 4/30/20

Police Commission Board

- a. Reappoint Jeffrey Hahn for a Term to Expire 4/30/20

Police Pension Board

- a. Reappoint Mark Horton for a Term to Expire 4/30/19

President Johnson read the appointments.

A motion was made by Trustee McCarthy-Lange and seconded by Trustee Sollinger to Approve the appointments as read.

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

Nay: None

The motion was declared carried by omnibus roll call vote with six (6) aye votes and zero (0) nay votes.

K.4. Proclamation- Motorcycle Safety Awareness Month, May 2017- Item moved up from the President's Report.

President Johnson read the proclamation and presented a copy to Cliff and Linda Olsen from A.B.A.T.E. of Illinois, Inc.

PUBLIC FORUM

The Public Forum was opened at 7:12 p.m.

There was no one who requested to speak; the Public Forum was closed at 7:12 p.m.

STAFF REPORTS

Village Administrator- the April 18, 2017 Committee of the Whole and Regular Village Board meeting is being canceled.

Asst. Village Administrator-introduced Annie Callahan, the new Purchasing Manager. She will split her time between Oswego and Yorkville as defined in the intergovernmental agreement. This is her third week on the job. Asst. Administrator Burns briefly spoke about her background and duties.

Public Works-

F.1. Department of Agriculture-Annual Gypsy Moth Spray Treatment

Director Hughes addressed the Board regarding gypsy moths. The European Gypsy Moth is an invasive species from Europe and is one of the most damaging forest and tree pests in the United States. The caterpillars of the moth eat the leaves of oak trees. The Illinois Department of Agriculture listed Kane, Kendall, Will and LaSalle as under quarantine. Any materials moved out of the area need to be inspected to ensure the eggs or moths are not present in the material. The Illinois Department of Agriculture will be spraying along the Fox River in May. The helicopter used for this aerial application will be spraying the biological pesticide which disrupts the productive system of the gypsy moth. The pesticide is not harmful to people or animals. The Village will provide more information to residents once it is received. Board and staff discussion focused on making sure the Park District is aware of the spraying. There was no further discussion.

IDOT will be resurfacing US Route 30 from Lincoln Station to Plainfield Road. The road will be down to one Lane; starting soon and continuing through the summer; look for alternate routes. The work will be done during the daytime hours. Be alert for reduced speed zones.

CONSENT AGENDA

- G.1. March 21, 2017 Committee of the Whole Minutes
- G.2. March 21, 2017 Regular Village Board Minutes
- G.3. Resolution Approving a Memorial Day Parade and the Temporary Closure of U.S. Highway 34 in the Village of Oswego. **Resolution No. 17-R-30**
- G.4. Resolution Adopting the Fiscal Year 2018 Salary Ranges. **Resolution No. 17-R-31**
- G.5. Resolution Authorizing the Purchase of Builders Risk Insurance for the New Police Headquarters in the Amount of \$23,136. **Resolution No. 17-R-32**

- G.6. Resolution Awarding the Proposal for the Design, Print, and Distribution of the Quarterly Newsletter for Summer 2017 Through Spring 2018 to Trend Graphics in the Amount of \$2,552.00 Per Issue.
Resolution No. 17-R-33; Trend Graphics is the Village's current printer; proposal price is lower than the current price the Village is paying.
- G.7. Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego; Public Works Vehicle, Salt Spreader and Plows. (First Read of Ordinance, Waiver of Second Read)
Ordinance No. 17-14

A motion was made by Trustee Sollinger and seconded by Trustee Kauffman to approve the Consent Agenda; Approving the March 21, 2017 Committee of the Whole Minutes; Approving the March 21, 2017 Regular Village Board Minutes; and approving the following ordinance and resolutions:

Ordinance No. 17-14; Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego; Public Works Vehicle, Salt Spreader and Plows.

Resolution No. 17-R-30; Resolution Approving a Memorial Day Parade and the Temporary Closure of U.S. Highway 34 in the Village of Oswego.

Resolution No. 17-R-31; Resolution Adopting the Fiscal Year 2018 Salary Ranges.

Resolution No. 17-R-32; Resolution Authorizing the Purchase of Builders Risk Insurance for the New Police Headquarters in the Amount of \$23,136.

Resolution No. 17-R-33; Resolution Awarding the Proposal for the Design, Print, and Distribution of the Quarterly Newsletter for Summer 2017 Through Spring 2018 to Trend Graphics in the Amount of \$2,552.00 Per Issue.

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

Nay: None

The motion was declared carried by omnibus roll call vote with six (6) aye votes and zero (0) nay votes.

BILL LIST

- H.1. Approve Bill List Dated April 11, 2017 in the Amount of \$872,206.89.

A motion was made by Trustee Sollinger and seconded by Trustee West to Approve the Bill List Dated April 11, 2017 in the Amount of \$872,206.89.

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

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

- J.1. Public Hearing on the Fiscal Year 2018 Draft Village Budget.

President Gail Johnson opened the Public Hearing at 7:20 p.m.

Director Horton addressed the Board regarding the revised draft budget. A Public Hearing is required by State statute. A brief summary of the draft budget was presented. The final draft budget was included in the Board packet. The Budget has total revenues for all Funds of \$34.6 million compared to total expenditures for all Funds

of \$58.9 million. There were no public comments or questions regarding the budget.

President Gail Johnson closed the Public Hearing at 7:21 p.m.

- J.2. Ordinance Adopting the Budget for All Corporate Purposes of the Village of Oswego, Kendall and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on May 1, 2017 and Ending on April 30, 2018. (First Read of Ordinance, Waiver of Second Read)

Ordinance No. 17-15

There was no discussion.

A motion was made by Trustee Parr and seconded by Trustee Sollinger to Approve an Ordinance Adopting the Budget for All Corporate Purposes of the Village of Oswego, Kendall and Will Counties, Illinois, in Lieu of the Appropriation Ordinance for the Fiscal Year Commencing on May 1, 2017 and Ending on April 30, 2018. (First Read of Ordinance, Waiver of Second Read)

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

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

- J.3. Ordinance Adopting the Capital Improvement Plan 2018-2037 of the Village of Oswego, Kendall and Will Counties, Illinois. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 17-16**

Director Horton addressed the Board regarding the Capital Improvement Plan (CIP) that was created by staff in 2016. The plan details over \$82 million in capital improvements identified for completion within the next five years. The CIP is a planning document created to allow staff and the Village Board to discuss the improvements and plan for their completion. The CIP is reviewed and updated annually with projects being prioritized and funding determined for project completion. It is intended to be a working document and not meant to suggest everything in the document will be completed as scheduled.

There was no further discussion.

A motion was made by Trustee McCarthy-Lange and seconded by Trustee West to Approve an Ordinance Adopting the Capital Improvement Plan 2018-2037 of the Village of Oswego, Kendall and Will Counties, Illinois. (First Read of Ordinance, Waiver of Second Read)

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

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

- J.4. Ordinance Allocating the 2017 Village of Oswego Volume Cap of \$3,395,500 to Upper Illinois River Valley Development Authority. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 17-17**

Director Horton addressed the Board regarding the allocating of the Village's volume cap. The Upper Illinois River Valley Development Authority (UIRVDA) requested the transfer of the Village's 2017 Home Rule Volume Cap for economic development and housing projects. UIRVDA has developed relationships with home rule communities and other regional development authorities to work together to accommodate the Volume Cap needs of their projects. The relationship between communities, counties and other regional development authorities has

allowed the sharing of this valuable resource for the benefit of the region. The Village has not received any requests from a developer for the use of the Village's 2017 Volume Cap. The Village may transfer the 2017 Volume Cap to the UIRDA, or let the allocation be reserved back to the Governor's Office for reallocation.

Board and staff discussion focused on the amount based on \$100 per capita; just under \$3.4 million; Oswego does not currently have a project that would qualify; Yorkville may qualify based on a current project; whether there would ever be a reason for the volume cap to go to the Governor's office; transferring to UIRVDA allows for it to stay in the community versus the State; State cannot take it and give it to the schools.

There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee West to Approve an Ordinance Allocating the 2017 Village of Oswego Volume Cap of \$3,395,500 to Upper Illinois River Valley Development Authority. (First Read of Ordinance, Waiver of Second Read)

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

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

J.5. Ordinance Granting a Special Use Permit for an Amusement Establishment for BJ's Shooting Located at 1565 and 1567 US Highway 34. (First Read of Ordinance, Waiver of Second Read)

Director Zenner addressed the Board regarding a request for a special use permit to allow for an amusement establishment in the B-3 Commercial Service and Wholesale District. The petitioner proposes to open a new business called BJ's Shooting which will feature indoor marksmanship simulation training geared toward entertainment and education. The virtual simulation training is similar to a "life-sized video game." No live ammunition or live weapons will be used. The proposed amusement establishment will occupy two (2) tenant spaces, located at 1565 and 1567 US Highway 34. The estimated number of people per group party will be five (5) people per simulator room. The maximum number of people to occupy the business at one time is estimated to be thirty (30) people. Staff does not anticipate any parking issues due to the shared parking available at the property site. The petitioners, Bhairvi Brown and Joseph Bonifas, presented the concept of the amusement facility.

Board and staff discussion focused on ordinary citizens practicing with many scenarios through simulation; how the Police Chief feels about the concept; unique idea; Chief has not heard of the concept before; concerns with intermingling live weapons with simulated weapons; establishment will provide lockers to lock-up personal weapons; business personnel will request to see a conceal carry card; scenarios for children will be limited; a few businesses in other states have simulated ranges; this will be the first in Illinois; would allow firearms to promote gun safety; how many businesses in town allow firearms; there are a few that have signs not allowing firearms; others are required to prohibit based on the type of business; whether the petitioners were married to the concept to allow firearms; model is based off of other cities; Board member requested the petitioners change the model to not allow live guns; allowing live weapons is a deal breaker; how the owners will know if someone comes in with live weapons; no metal detectors; owners will rely on the honor system; what the simulations allow; whether violence towards police or women will be depicted; software used is from the same company that provides simulation to the police and military; does not simulate violence towards police or women; mature content involves scenarios escalating.

Administrator Di Santo suggested the item go to first read with staff bringing the item back to the May 2, 2017 Board meeting for vote. Administrator Di Santo requested the Village Board provide the petitioners an idea on whether they are open to discussing the item further if they allow live weapons. Majority of the Board is not open

to discussion if the concept involves live weapons.

No motion was made.

- J.6. Resolution Authorizing the Village Administrator to Enter into an Agreement with ID Solutions for the Installation and Upgrading of Audio Visual Equipment in the Village Hall's Boardroom and Executive Conference Room in an Amount not to Exceed \$119,630.18. **Resolution No. 17-R-34**

Manager Renzetti addressed the Board regarding the upgrading of equipment in the Village's boardroom and executive conference room. The current audio/video equipment is 10 years old and designed to aid in audio recordings, power the lights/shades, and audio conferencing. At times, the system malfunctions and has been repaired on several occasions throughout the last few years. Upgrading to newer technology will improve system reliability and reduce the cost of maintaining the system. A request for proposals was distributed in February. Staff reviewed three proposals. General items that staff requested in the upgrade were:

- Reduction in size of equipment on dais to obtain an increase in available work space
- Overhaul of sound system within the boardroom
- Master audio volume control for two front seats on boardroom dais
- Portable microphone in boardroom
- Capability for effective electronic Board meeting attendance for Board members
- Video conferencing capabilities in the Executive Conference Room
- Overhaul of visual presentation equipment within the Boardroom to obtain high definition capabilities
- Relocating the head end of the A/V equipment racks from A/V control room to back of Boardroom closet, which maintains a better temperature for the equipment.
- Updates to and simplification of lighting automation system

The selection committee reviewed the top two proposals and recommended ID-Solutions. ID-Solutions proposed:

- Boardroom
 - All high definition equipment
 - New HD monitors with low profile stands
 - New microphones
 - New HD camera
 - New projector
 - New 16:10 projector screen
- Executive Conference Room
 - Smart board

The biggest change will be moving the head end equipment from the small control room to the larger A/V closet. ID-Solutions offers a one year help desk support and manufactures warranty for the first year. After the first year, the total annual fee for the video conferencing solution is \$1,200. Maintenance packages can be renewed annually. The first year is included in the upgrade. Quarterly, ID-Solutions will come onsite to do maintenance checks and optimize the system settings. With the onboarding of the new police headquarters' A/V system, staff will evaluate the maintenance contracts to cover all the Village's A/V equipment.

Board and staff discussion focused on how low profile the monitors will be; monitors will be 17" and have the capability of sitting lower on the dais; screens will be bigger and in HD; executive conference room is upstairs; light controller in the Closed Session room will be replaced; Closed Session room will be more usable; control room was originally designed to have an A/V tech on staff to do what our Community Relations Manager

currently does at meetings; with technology advances there is no need for an A/V tech; work and updates should be completed within the next two months; most labor intensive part is moving everything to the back A/V closet; haven't had a recording system in a long time; Clerk needs to use a hand recorder as back-up because the equipment is not up to par; none of the overhead speakers work.

There was no further discussion.

A motion was made by Trustee Parr and seconded by Trustee Sollinger to Approve a Resolution Authorizing the Village Administrator to Enter into an Agreement with ID Solutions for the Installation and Upgrading of Audio Visual Equipment in the Village Hall's Boardroom and Executive Conference Room in an Amount not to Exceed \$119,630.18.

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

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

J.7. New Police Headquarters Construction:

1) Resolution Authorizing Gilbane Building Company to Award Contracts for Construction of the New Police Headquarters for Structural Steel/Misc. Metals to Lenex Steel Company in the Amount of \$1,560,000.00. **Resolution No. 17-R-35**

Chief Burgner addressed the Board regarding the bid results for structural steel/misc. Metals and elevators for the new police facility. Bids were opened on April 4, 2017. The low bids totaled \$1,780,000 which is \$331,362 (22%) higher than the Construction Document estimate of \$1,448,638. The main cause for the estimate overage is in the structural steel/misc. metals bids. The Development Team is in the process of furthering the value analysis strategies to mitigate the difference between the Construction Document estimate and the bid results. The construction manager thoroughly reviewed all bids and conducted interviews with the winning bidders. Gilbane Building Company recommended the awarding of the bids to Lenex Steel Company and ThyssenKrupp Elevator. The following are the bid results:

<u>Structural Steel/Misc. Metals</u>	<u>Bid Amount</u>
K&K Iron Works, LLC	\$1,781,000.00
Lenex Steel Company	\$1,560,000.00
Waukegan Steel, LLC	\$1,639,000.00
<u>Elevators</u>	<u>Bid Amount</u>
ThyssenKrupp Elevator	\$220,000.00

Board and staff discussion focused on bid alternates for internal features are being identified; reviewing the alternates later; site work currently taking place; trailer coming soon; wanting to make sure the Village is not just going with the lowest bidder; whether it is good quality steel for the money; Gilbane vets the lowest qualified bidder which includes everything from steel to safety; how the Village only received one bid for the elevator work; elevators are a specialty item; Gilbane reached out to elevator companies with two stating they were submitting a bid package; the two companies did not submit; elevator work for the police facility is a very small project compared to other projects; why the bid package is 22% higher than the estimate; steel is a volatile industry; not shocked at the price difference; steel is a small percentage of the overall project cost; 500 tons of steel is projected for the new police facility; what percentage of the project is over budget; Gilbane is committed to keeping the project within budget; what the realistic goal for the development team is; unsure what the bids will be in bid package #3; design and construction contingencies.

There was no further discussion.

A motion was made by Trustee West and seconded by Trustee Kauffman to Approve a Resolution Authorizing Gilbane Building Company to Award Contracts for Construction of the New Police Headquarters for Structural Steel/Misc. Metals to Lenex Steel Company in the Amount of \$1,560,000.00.

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

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

2) Resolution Authorizing Gilbane Building Company to Award Contracts for Construction of the New Police Headquarters for Elevators to ThyssenKrupp Elevator in the Amount of \$220,000.00.

Resolution No. 17-R-36

Discussion took place in item #1.

A motion was made by Trustee Sollinger and seconded by Trustee West to Approve a Resolution Authorizing Gilbane Building Company to Award Contracts for Construction of the New Police Headquarters for Elevators to ThyssenKrupp Elevator in the Amount of \$220,000.00.

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

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

J.8. Resolution Authorizing the Execution of a Professional Services Contract with Rubino Engineer for Quality Assurance Testing for the New Police Station Located at 3355 Woolley Road in an Amount of \$69,998.50 (Subject to Village Attorney and Village Administrator Approval) **Resolution No. 17-R-37**

Director Hughes addressed the Board regarding a contract for soil and concrete inspections. The Village needs to hire professional engineers to assure the quality of the soils and concrete installed at the new police headquarters site. The soil and concrete inspections are done to prove that the materials will support the design loads of the structure and occupants. They estimated the total contract cost based upon unit costs, hourly rate, the scope of work and Gilbane's projected schedule.

Board and staff discussion focused on whether this item was budgeted in the CIP; contract is covered through the police department project budget.

There was no further discussion.

A motion was made by Trustee Parr and seconded by Trustee Sollinger to Approve a Resolution Authorizing the Execution of a Professional Services Contract with Rubino Engineer for Quality Assurance Testing for the New Police Station Located at 3355 Woolley Road in an Amount of \$69,998.50 (Subject to Village Attorney and Village Administrator Approval)

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

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

- J.9. Resolution Authorizing the Execution of a Development Agreement with Development Solutions AP, LLC, for Ashcroft Place Unit 3 Improvements to Woolley Road Improvements. (Subject to Village Attorney and Village Administrator Approval) **Resolution no. 17-R-38**

Director Hughes addressed the Board regarding an agreement for the widening of Woolley Road. In 2005, the Village entered into an annexation agreement with Wiseman Hughes Enterprises for Ashcroft Place Units 2 and 3. Although Wiseman started Unit 2, they did not start work on Unit 3. In early 2014, Development Solutions AP, LLC approached the Village about restarting the Unit 3 and completing Unit 2. The later unit is located directly south of the new police station on Woolley Road. The Annexation Agreement required the Developer to reconstruct Woolley Road to a three lane cross section, bury the overhead utility lines, and construct a bike path along the south side of Woolley Road. The agreement further allowed for the Developer to enter into recapture agreements for the pro rata share of the improvements. When the Village purchased the new police station site, it became subject to potential recapture. Rather than establishing a recapture agreement, the Developer and Village will enter into a Development Agreement for Woolley Road. The Agreement would create an escrow account of which the Village would deposit 55% of the estimated construction into this account and the developer will administer the construction and pay invoices as they occur. The Developer has 60 days from the execution of the agreement to commence construction (estimated to be on or about June 12, 2017) and must complete work within 150 days of commencing work (estimated to be on or about November 9, 2017). The Developer has partially completed improvements in Unit 3. The Village is holding project surety in the amount of \$2,685,790. The Village agrees to reduce the surety to \$1,510,790.00 upon completion of the Woolley Road improvements, watermain improvements, and bike path.

Board and staff discussion focused on the improvements being completed before the new police headquarters opens; working with the developer and their attorney in reducing the letter of credit; road will have right turn lanes on each side of the road; 91 single family homes; 200 townhomes; agreement and improvements will open up the development for construction; some roads in the development are only partially completed; reducing the letter of credit from \$2.7 down to \$1.5.

There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee Kauffman to Approve a Resolution Authorizing the Execution of a Development Agreement with Development Solutions AP, LLC, for Ashcroft Place Unit 3 Improvements to Woolley Road Improvements. (Subject to Village Attorney and Village Administrator Approval)

Aye:	Ryan Kauffman	Judy Sollinger
	Karin McCarthy-Lange	Pam Parr
	Luis Perez	Joe West
Nay:	None	

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

- J.10. Resolution Authorizing the Execution of a Contract with Commonwealth Edison to Bury Overhead Electric Lines Along Woolley Road in the Amount of \$206,908.88. **Resolution No. 17-R-39**

Director Hughes addressed the Board regarding the burying of overhead lines along Woolley Road. Village Staff and engineers for ComEd, Ashcroft Place, and the Police Headquarters Team have worked together to locate the buried line in a location that minimizes interference with both projects. The police headquarters contractor will install conduit to serve the new ComEd line and the police headquarters; ComEd will install the electric lines. The contract cost for ComEd's work does not include the cost of conduit. Those costs will be assigned to the road

and police station projects and split 50/50. ComEd will complete this work by early summer to allow time to complete the road and provide electric service to the building in early fall.

There was no discussion.

A motion was made by Trustee West and seconded by Trustee Sollinger to Approve a Resolution Authorizing the Execution of a Contract with Commonwealth Edison to Bury Overhead Electric Lines Along Woolley Road in the Amount of \$206,908.88.

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

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

J.11. Ordinance Creating Title 4 Chapter 13 of the Code of Ordinances for the Village of Oswego; Temporary Structures. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 17-18**

Manager Hoover addressed the Board regarding the creation of Village code for temporary structures. The code clarifies the definition of tents and canopies that are up for 180 days or less and which structures do not require a permit. The creation of the code was to simplify the code and have it in one single location. A summary of the proposed changes are as follows:

- Provides definitions of temporary structures
- Clarifies when a permit is needed
- Provides a checklist of the information needed for the permit application
- Provides for the inclusion of a high wind action plan to be submitted
- Set time limits on duration and removal of the structure
- Sets a \$50.00 permit fee for temporary structures not associated with a special event permit
- Provides parameters for inspections and enforcements of the provisions

The Board thanked staff for their work in simplifying the code. Director Zenner, Clerk Touchette and Chief Building Inspector Fox worked together to ensure the code was friendly for all.

There was no further discussion.

A motion was made by Trustee Kauffman and seconded by Trustee Sollinger to Approve an Ordinance Creating Title 4 Chapter 13 of the Code of Ordinances for the Village of Oswego; Temporary Structures. (First Read of Ordinance, Waiver of Second Read)

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

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

J.12. Ordinance Creating Title 3 Chapter 34 of the Code of Ordinances for the Village of Oswego; Farmers Markets. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 17-19**

Manager Hoover addressed the Board, on behalf of Clerk Touchette, regarding the creation of Village code for farmer's markets. The code sets the parameters for farmer's markets, establishes what is allowed and not allowed,

and refers back to the temporary structure requirements just approved. There is no specific fee attached to these events; rather, the events themselves are processed as part of the Village's Special Events Permit process. The following is a description of some of the proposed language to be added to Village code:

Uses Permitted:

- Articles for human consumption including, but not limited to, fruits, vegetables, edible grains, nuts, berries, apiary products, dairy products, eggs, cheese, meats, fish, poultry, baked goods, maple sugars, syrups and ciders
- Articles not for human consumption including, but not limited to, cut fresh and dried flowers, potted flowers, potted plants, and animal food products
- Services, artwork, and hand-crafted items, provided that vendors that offer these items and services do not make up more than 25% of the total vendors at the event

Prohibited Uses:

- Live animals
- Unwholesome or spoiled food

Regulations & Requirements:

- Must obtain a Special Event Permit
- Must comply with all ordinances, codes and regulations through the Village of Oswego, Health Department and Fire Protection District
- Must obtain a health permit
- Markets may take place on a weekly basis from April 1st – October 31st

The Board thanked staff for their work on the code and for noting that other communities were reviewed as part of the code amendment. Clerk Touchette spearheaded the update with assistance and input from Director Zenner, Manager Hoover and Chief Building Inspector Fox.

There was no further discussion.

A motion was made by Trustee Kauffman and seconded by Trustee West to Approve an Ordinance Creating Title 3 Chapter 34 of the Code of Ordinances for the Village of Oswego; Farmers Markets. (First Read of Ordinance, Waiver of Second Read)

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

Nay: None

The motion was declared carried by a roll call vote with six (6) aye votes and zero (0) nay votes.

PRESIDENT'S REPORT

K.1. Proclamation- Earth Day, April 22, 2017

K.2. Proclamation- Arbor Day, April 28, 2017

K.3. Proclamation- Building Safety Month, May 2017

K.4. Proclamation- Motorcycle Safety Awareness Month, May 2017; see Recognitions/Appointments section.

K.5. Proclamation- Rain Barrel Month, May 2017

President Johnson read the titles of the Proclamations.

TRUSTEE REPORTS

Trustee Kauffman

- Thanked staff for streamlining Village code.

President Johnson welcomed Annie Callahan and thanked Executive Asst. Linda Ebinger for assisting with the Board meetings as the Clerk and Deputy Clerk were both not feeling well today.

CLOSED SESSION

There was no Closed Session

ADJOURNMENT

A motion was made by Trustee Kauffman and seconded by Trustee Sollinger to adjourn the meeting; upon a voice vote with all remaining members present voting aye, the meeting was adjourned at 8:36 p.m.

Tina Touchette
Village Clerk

Linda Ebinger
Recording Secretary

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: May 2, 2017

SUBJECT: Elected Official Participation in IMRF

ACTION REQUESTED:

Approval of A Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
10/6/2015	Village Board Meeting	Approval of a Resolution to Rescind IMRF participation for Village Trustees
9/15/2015	Committee of the Whole	Discussion on continuing IMRF participation for Elected Officials
Late 1984	Village Board Meeting	Village Board approval of elected clerk, governing body and Village President eligible to participate in IMRF effective 1-1-1985
April 2, 1979	Village Board Meeting	Village Board approved resolution authorizing Village employee participation in IMRF effective 1-1-1980.

DEPARTMENT: Human Resource

SUBMITTED BY: Christina Burns, Assistant Village Administrator

FISCAL IMPACT:

Participation of the Village President in IMRF is included in the Village's IMRF funding for FY2018.

BACKGROUND:

In the 1980s, the Village Board adopted IMRF participation for all elected officials. In 2015, IMRF conducted a routine member audit and requested verification that elected officials meet

the 1,000 hour threshold for participation in IMRF. Based on September 2016 Committee of the Whole discussion on the topic, the Village Board determined that Trustees did not meet the 1,000 hour threshold, however the Village President did. The Village Board elected to eliminate IMRF participation by Village Trustees, but continue participation for the Village President.

DISCUSSION:

Beginning in 2017, IMRF is requiring all municipalities who have elected officials who participate in IMRF to re-certify participation every two years.

The attached Resolution continued elected official participation in IMRF by the Village President.

RECOMMENDATION:

Approval of a Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund

ATTACHMENTS:

A Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund



A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64 (Rev. 03/17) (Income tax information can be found on the reverse side of this resolution)

PLEASE ENTER Employer IMRF I.D. Number
00710

RESOLUTION

Number _____

WHEREAS, the Village of Oswego

EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 1,000 hours or more per year; and
600 OR 1,000

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;*

NOW THEREFORE BE IT RESOLVED that the Board of Trustees

BOARD, COUNCIL, ETC.

finds the following elected positions qualify for membership in IMRF.

TITLE OF ELECTED POSITION	DATE POSITION BECAME QUALIFIED
Village President	1-1-1985
_____	_____
_____	_____

CERTIFICATION

I, _____, the _____
NAME CLERK OR SECRETARY OF THE BOARD

of the _____ of the County of _____,
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its _____ at a meeting duly
BOARD, COUNCIL, ETC.

convened and held on the _____ of _____, 20____.
DAY MONTH YEAR

SIGNATURE CLERK OR SECRETARY OF THE BOARD

* Any person who knowingly makes any false statement or falsifies or permits to be falsified any record of the Illinois Municipal Retirement Fund in an attempt to defraud IMRF is guilty of a Class 3 felony (40 ILCS 5/1-135).

IMRF

2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337

Employer Only Phone: 1-800-728-7971

www.imrf.org

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: May 2, 2017

SUBJECT: Amend Title 4: Building Regulations: Chapter 1; Section 2 (B); Sub-section R313.2: One and Two family dwelling automatic fire systems

ACTION REQUESTED:

Approve an Ordinance amending the adopted Residential Building Code modifying the requirements for automatic fire sprinklers.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
4/18/2017	Committee of the Whole	Directed staff to bring the proposed text amendment to the Village Board for consideration.

DEPARTMENT: Building and Zoning

SUBMITTED BY: Ronald W. Fox

FISCAL IMPACT:

N/A

BACKGROUND:

The Village's Code of Ordinances is continually reviewed for updates or changes to local, State and Federal laws and requirements. As part of the auditing process, staff reviewed the Village code relating to the minimum requirements for residential sprinkler systems in an effort to be more consistent and uniform in the application of the requirements for all residential builders.

DISCUSSION:

The Code currently requires single-family homes of 4,000 square feet in size to provide sprinkler systems. Homes smaller than 4,000 square feet are not required to provide sprinklers. To address concerns raised by representatives of the building community and to provide similar requirements of the surrounding communities, staff is recommending a text amendment to remove the sprinkler requirement for homes 4,000 square feet and replace it with other fire protection measures that are not as cost prohibitive to the development community. These

measures include the enclosing of stairs and I-beam joists where necessary. These changes will allow the Village to be competitive with the requirements of surrounding communities while providing safe structures that will protect its occupants.

Below are the existing and proposed code amendments.

EXISTING:

R313.2 One- and two-family dwellings automatic fire systems.

Amended to read: An automatic residential fire sprinkler system shall be installed in one- and two- family dwellings whose total square footage of living area and the square footage of the basement combined exceed 4,000 square feet.

Exception: An automatic residential fire sprinkler system shall not be required for *additions* or *alterations* to existing buildings that are not already provided with an automatic residential sprinkler system.

PROPOSED:

R313.2 One- and two-family dwellings automatic fire systems.

An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required for additions, alterations or accessory structures to existing buildings that are not already provided with an automatic residential sprinkler system.
2. An automatic residential fire sprinkler system shall not be required for new construction when all the following apply:
 - a. Underside of all interior stairs are protected with at least $\frac{5}{8}$ inches gypsum board or equal.
 - b. Each one- and two-family dwelling unit has at least 2 means of egress.
 - c. All engineered floor joist and or floor trusses shall be protected with at least $\frac{1}{2}$ inch gypsum board or equivalent.

RECOMMENDATION:

Staff is recommending the approval of the Ordinance modifying the residential sprinkler requirements (waiving second read and approving).

ATTACHMENTS:

- Spread-sheet PDF: Fire Sprinkler Thresholds
- Ordinance

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

ORDINANCE NO. 17 -- _____

ORDINANCE NO. 17-

**AN ORDINANCE AMENDING TITLE4; BUILDING REGULATIONS: CHAPTER1; SECTION
2(B); SUB-SECTION R131.2 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF
OSWEGO, KENDALL AND WILL COUNTY, ILLINOIS**

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

This _____ day of _____, 2017

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 _____, 2017.

ORDINANCE NO. 17-

AN ORDINANCE AMENDING TITLE4; BUILDING REGULATIONS: CHAPTER1; SECTION 2(B); SUB-SECTION R313.2 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTY, ILLINOIS

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 Village Board finds it necessary and proper to amend said Code as follows, which this Board finds is in the best interests of the Village of Oswego.

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 provisions of Title 4; Chapter 1, Section 2(B); Sub-section R313.2 of the Village Code of the Village of Oswego are hereby amended:

R313.2 One- and two-family dwellings automatic fire systems.

~~Amended to read: An automatic residential fire sprinkler system shall be installed in one and two-family dwellings whose total square footage of living area and the square footage of the basement combined exceeds 4,000 square feet.~~

~~Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.~~

Amended to read: An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required for additions, alterations or accessory structures to existing buildings that are not already provided with an automatic residential sprinkler system.

2. An automatic residential fire sprinkler system shall not be required for new construction when all the following apply:

a. Underside of all interior stairs are protected with at least 5/8 inches gypsum board or equal.

b. Each one- and two-family dwelling unit has at least 2 means of egress.

c. All engineered floor joist and or floor trusses shall be protected with at least 1/2 inch gypsum board or equivalent.

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 day of 2017.

RYAN KAUFFMAN

LUIS PEREZ

KARIN MCCARTHY-LANGE

JUDY SOLLINGER

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 day of 2017

GAIL E. JOHNSON, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

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

CLERK'S CERTIFICATE

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 TITLE4; BUILDING REGULATIONS: CHAPTER1; SECTION 2(B); SUB-SECTION R131.2 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTY, ILLINOIS

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the ____ day of _____, 2017, approved by the Village President on the ____ day of ____ 2017 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 _____, 2017.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Most Progressive Communities Fire Sprinkler Thresholds Rankings

	CITY	SQUARE FEET		CITY	SQUARE FEET
1	Bridgeview '03 IBC, '03 IFC (u/r: 11/15/05)	0/13D; Plus 50% Cost Renovation and manufactured homes/commercial retrofit 2010	109	Schaumburg (2009 ICC)	13D 1,000&HighRise Retro/Apart Condo Conv
2	Mount Prospect	0/13D*Apartment to Condo Conversion & Manufactured Home	110	Hoffman Estates 1999 BOCA (u/R: /23/04)	1,000 for all use groups,13D * Commercial Retrofit
3	Wilmette (2006 IBC)	0/13D Lightweight Construction and High-Rise Retrofit	111	Oak Brook	1,000/High-Rise Retro, 13D
4	Wheeling	0/13D* Plus manufactured homes	112	Streamwood	1,000/13D *
5	Country Club Hills	0/13D; + 50% Commercial; "A=Assembly"> 200 Occupant Load Retro, plus manufactured homes	113	Norridge	1,000 sq. ft./2012 IRC/13D
6	Oak Forest	0/13D; + 50% Commercial; "A=Assembly"> 200 Occupant Load Retro	114	Harwood Heights	1,000 sq. ft./2012 IRC/13D
7	Ballwood (IBC 2000, NFPA 101, 2000)	0/13D;+50% remodel; After fire/Apt to Condo	115	Norwood Park FPD	1,000 sq. ft./2012 IRC/13D
8	Oak Brook Terrace	0/13D; 50% addition	116	Norwood Park	1,000 sq. ft./2012 IRC/13D
9	Hickory Hills	0/13D* Apartment to Condo Conversion	117	Sunnycrest FPD (Flossmoor)	13D* Single Family Only
10	Justice	0/13D* multi-family change of ownership	118	Hawthorn Woods (Countryside Fire Protection District)	1,000/ plus townhomes
11	Libertyville FPD (Unincorporated Lake County) (u/r.11/05)	0/13D, 25% Addition, Retrofit, Residential and Commercial	119	Lombard	1,000
12	Glenwood (u/r: 6/27/06)	0/13D* + 50%of assest evaluation retrofit or change of ownership	120	Morton Grove (1993 BOCA Fire, 1999 BOCA Bldg.)	1,000
13	Palos Hills (u/r: 8/3/06)	0/13D*; Apartment to Condo	121	Stone Park	1,000
14	Bedford Park	0/13D* 75% Addition	122	Westchester	1000/13D
15	Lake Bluff 2013 ICC Codes	0/13D* Retrofit 31 Units 2026	123	Bartlett 2006 IDC/IFC	1500/Stacked Townhomes
16	Barrington FPD	0/13D*	124		
17	Village of Barrington	0/13D*	125	Rosemont (2003 IBC)	1500; Apt. to Condo Conversion
18	Des Plaines	0/13D*	126	Algonquin Lake In the Hills FPD	1,500 Type IV, V; 3,000 Type II, III; 6,000 Type I; 0 ~ A, E, H
19	Glen Ellyn	0/13D*	127	Island Lake	1,500
20	Lake Barrington	0/13D*	128	Prairie Grove FPD u/r:4/20/06	1,500
21	Village of Long Grove	0/13D*	129	Warrenville	1,500
22	Long Grove FPD (u/r:2004)	0/13D*	130	Wauconda FPD - 1999 BOCA (u/r: 2/23/04)	District - 0; Wauconda - 1,500; Hawthorn Woods - 1,000; N. Barrington - 1,000; Lake Barrington (Residential & Commercial) - 0
23	Park Ridge - 1999 BOCA (u/r: 3/4/04)	0/13D*	131	Elmhurst	1,000; 2,500
24	Round Lake Beach	0/13D*	132	Clarendon Hills	2,500/13D*
25	Matteson (2003 IBC)	0/13D*	133	Plainfield Fire Protection District (2006 IBC; u/r: 4/19/06)	2,000
26	North Maine FPD - (Des Plaines Area)	0/13D*	134	Plainfield (2006 IBC; u/r: 4/19/06)	2,000
27	Huntlev FPD (u/r: 8/2/04)	0/13D	135	Darien-Woodridge FPD	2,000
28	Countryside FPD (Indian Creek - 0)	0/13D	136	Little Rock Fox FPD (Plano) (IBC, IFC & NFPA 101)	2,000
29	Indian Creek (Countryside Fire Protection District)	0/13D*	137	Pleasantview FPD (LaGrange Highlands)	2,000
30	Green Oaks (u/r: 11/05)	0/13D	138	Riverside	2,500/13D
31	La Grange Park	0/A, E, F, H, I, R1, R2/2,000/B, M, S1, S2, U/All 13D*	139	Hillside (u/r: 3/26/07)	2500, A,B, R-2, E,F, M, S, Mixed
32	Prospect Heights	0/13D	140	Addison FPD - IBC 2000 (u/r: 02/2004)	2012 IRC(A-1, I, R-1, R-4) 0; (A-2, A-3, A-4, B, E, F, M, R-2, S and Mixed Use Groups) 2,500; (R) NFPA 13R
33	Northbrook (u/r: 1/14/07)	0/13D		Hinsdale - 2000 Intl. Bldg./LSC 1997	2,500; 5,000, Sprinkler addition of 500 sq. ft more
34	Village of Alsip - 2006 IBC/IFC	0/13D	141	Winthrop Harbor	2,500
35	Highwood	0/13 D	142	Crestwood	2,500
36	Lincolnshire/Riverwoods FPD (5/19/07)	13D	143	Niles - 2006 IFC	2,500
37	Roselle 2008 (2006 IBC)	0/13D	144	Naperville - IFC 2006- w/amendments Apartment to Condo	2,500 Type-5; (H, I, R-1, and R-2) (A-1, A-3, A-4, B, F-1, F-2,
38	Crest Hill -2009 BC	0/13D	145	Batavia	2,500; 7,500
39	Forest Park	0/13D	146	Western Springs	2,500
40	St. Charles Countryside FPD (Wayne: Majority; Wasco: Partial)	0 Plus 25% addition on rehab/single-family - Apartment to Condo Conversion	147	Tinley Park	3,000 (multi-family change of ownership) Plus total area definition/Townhomes
41	Central Stickney FPD	0/13D, 2009 IFC w/Amendments	148	Carpentersville - 1996 BOCA, 2000 NFPA LFC & Reference NFPA Codes - (u/r: 3/21/04)	3,000 Commercial; 0 Assembly
42	St. Charles (u/r 8-9-04)	0/13D	149	Gilbert	3,000
43	Buffalo Grove (u/r: 8/3/05)	0 + Townhomes (>3,000 sq. ft. retrofit)	150	Gilbert	3,000
44	Glendale Heights	Apartment to Condo retro, condo/townhome type III, IV,	151	Geneva (u/r: 1/23/06)	3,000
45	Warren-Waukegan FPD (U/R: 2/13/07)	0/13D 2012 IRC	152	Frankfort FPD (Unincorporated)	3,000
46	Village of Northfield (BOCA-1996, Fire Prev., 1999 Bldg.)	0 Plus Townhomes	153	Frankfort (Municipality)	3,000
47	Arlington Heights - 1996 BOCA (u/r: 3/4/04)	0- sq. ft. - A use (Apt to Condo Conversion)	154	Chicago Ridge	3500; Apt. to Condo Conversion/13D
48	Minooka FPD - 2003 IFC (u/r: 5/2/06)	0 + Townhomes and Low Level Multi-Family	155	Oak Lawn	3500, 5,000 Multi-Family
49	Oakbrook Terrace (Municipality)-2009 IRC	0 + 13D, 50% Remodel † 5,000	156	Hazel Crest - 2012 IRC	3500/13D
50	Oakbrook Terrace FPD (u/r: 7/28/06)	0 + Townhomes	157	Oak Park (u/r: 7/7/04)	A-5=1,000; A-2=3,000; A-1, A-3, A-4=7,500; F=9,000; B, E, M, S=12,000
51	York Center FPD (u/r:7/28/06)	0 + Townhomes	158	West Dundee - 2006 Intl. Codes (u/r: 1/27/09) 2009	4,000/13D*
52	Fox Lake - 1996 BOCA (u/r: 02/2004)	0 (Plus Townhome)	159	Rolling Meadows	5,000 - Apt. to Condo Conversion/(Residential 4,000+ Sq. Ft = 13D)
53	Hampshire	0 + Townhomes	160	Skokie 2003 IBC (u/r: 10/14/04)	5,000/13D* Apartment to condo conversions
54	Village of Huntlev (5/2005)	0 Plus Townhomes	161	Lincolnwood (u/r: 10/05) LSC 101, '06 ed.	5,000/13D
55	Homer Glen	0 + Townhomes	162	Aurora	5,000 sq. ft. Commercial & 13D 5,000 †
56	Homer FPD (Unincorporated Homer Glen)	0 + Townhomes	163	Homewood 2012	5,000/13D
57	Countryside	0 + Townhomes	164	Glenview	5,000; A-2,500; (13D townhomes)
58	Glenside FPD	0;1,500;R-3>3,000	165	Downers Grove (u/* 10/13/05)	A,H,I,R1,R2=0; B=1,500, M=2,500, E,F,S1,S2=5,000
59	City of Lake Forest-2003 IBC,NFPA 1,101 (u/r: 2/23/04)	0	166	Westmont - 2003 IBC/IFC	5,000; 50+ Occupants, Multi-Family (13D/R Duplex and Townhome & 13D Option Program)
60	Bloomingtondale 2003 IBC Code	0	167	Lyons BOCA 1999	5,000
61	Bloomingtondale FPD	0	168	Wheaton - 2003 IBC	A, E, F1#1, M#1, S#1 = 5,000 sq. ft.; F1#3 = 10,000 sq. ft.
62	Deer Park (Lake Zurich FPD) 2000 IBC	0	169	Bellandoo 2003 IBC	5,000
63	Elwood FPD	13D with TGI	170	Belvidere	5,000
64	Flossmoor	0/13D	171	Bensenville	5,000
65	Highland Park - 2006 IBC IFC	0 13D with TGI	172	Bourbonnais (Kankakee County)	5,000
66	Kildeer (Lake Zurich Fire Protection District)	0	173	Deerfield-Bannockburn FPD	5,000
67	North Aurora FPD - 2000 IBC (u/r: 2/2/04)	0	174	Elmwood Park - 2003 International (u/r: 3/4/04)	5,000
68	North Barrington (Lake Zurich Fire Protection District)	0	175	Gardner Volunteer (u/r: 5/23/04)	5,000
69	Mundelein - 2000 ICC Fire & Bldg. Code w/ Admend. (u/r: 0	0	176	Lemont FPD - 2000 IFC & NFPA 101	A-1 & E = 0; A-2 = 1,000; A-4, B, F-1, & S-1 = 5,000; F-2 = 5,000
70	Sauk Village	0	177	Riverdale	5,000
71	Carol Stream	0-A's; 0-E; 0-H; 0-M.S & F; 0-R	178	Sugar Grove	5,000
72	Winnetka 2003 IBC Code	0	179	Waukegan-1996 BOCA w/Amend.	5,000
73	Zion	0	180	Midlothian	5,000 sq ft NFPA1/ LSI 101
74	Berwyn	0	181	DuPage County - IBC/IFC 2003 (u/r: 10/28/04)	5,000 Type I-IV; 2,000 Type V
75	West Chicago 2003 IBC	0	182	Lockport	5,000 sq. ft.
76	Gurnee (u/r: 5/6/05) 2012 IRC	0/13D	183	Bradlev	5,000
77	Round Lake (U/R: 2/07)	0	184	Woodstock 2006 IBC/IFC 2009	5,000 sq. ft.
78	Northwest Homer FPD (11/11/07)	0	185	United City of Yorkville	5,000; 2009 IBC
79	Algonquin -0- sq ft 2006 IBC	0	186	Elgin	7000 2012 IRC, 13D
80	Lake Zurich Rural FPD (u/r:4/07)	13D*	187	Lisle-Woodridge FPD	7000/ 13D 5,000 sq ft †
81	Palatine Rural FPD	0/13D/75% addition/remodel 2003 IBC	188	Bolingbrook	7,000
82	Villa Park (u/r: 2009 IBC) LSC101 2000	0/13D	189	Broadview	7,000
83	Palos Heights FPD	2006 NFPA Codes, 13D Single family Homes	190	Melrose Park	7,000
84	Palos FPD	2006 NFPA 101, 5,000†	191	Mokena FPD	7,000
85	Blue Island 2012 LSC 101	NFPA 1, 13D	192	East Dundee FPD, BOCA 1999	7,500
86	Manhattan	2006 IBC, -0- Sq Ft UR 2/18/08	193	Niles 1999 BOCA Bldg. Code (u/r: 2/24/04)	7,500
87	Berkeley 2003 IFC, IBC	A, E, H, R, S; M, B, I 0/13D 5,000 sq. ft. R-3 / 5,000 † Addition Commercial/ Change of owner multifamily	194	Beach Park	7,500, A1,A4,M,S1
88	Orland FPD	0, 5,000 sq ft., NFPA 13D †, No Hydrants	195	Orland Park (Municipality)	8,000 (74 seats for restaurants)
89	Libertyville FPD (Unincorporated Lake County) (u/r:11/05)	1,000-new,existing,additions,remodel 25% +13D	196	University Park	8,000
90	Elk Grove Village 2006 IBC	0/Townhomes and Low Level Multi-family	197	Grayslake FPD (u/r: July 2005)	10,000
91	Richton Park	0 square foot 2006 IBC	198	Crete Township FPD, 2006 IBC	8,000
92	Crstal Lake	0-square foot Townhomes	199	Round Lake FPD - 1996 BOCA, 2000 IBC (u/r: 2/24/04)	10,000
93	Newport Fire Protection District 2009	0 Square Foot & 13D	200	Evergreen Park	10,000 sq. ft. residential
94	Manhattan FPD	0 Square Foot & 13D	201	Northlake (u/r: 3/15/06)	1996 BOCA, BLD/Fire NFPA 13R(multi family retrofit)
95	Lake Zurich IBC 2006 &IFC 2006 (9/21/09)	0/13D (single family, up to duplex)	202	Burlington Fire Protection District	NFPA 13D
96	Romeoville 2009 IBC, IFC	0/Hot spots for R-3	203	Riverwoods	NFPA 13D
97	New Lenox FPD 2009	0 square foot 2006 IBC	204	South Holland	2012 IRC/13D
98	Iiasca (Village)	0 sq. ft.; Village adopted 2006 ICC Commercial	205	Palos Park	NFPA 13D, LSC 101, NFPA 1, 5,000 sq. ft.
99	Iiasca (Fire District)	0 sq. ft.; Village adopted 2006 ICC Commercial	206	Lincolnshire	Duplexes
100	Roscoe	0 square foot	207	Winfield 2006 IRC	Townhomes, 13D option
101	Palos Heights (Municipality)	0 square foot		Cook County	13D over 3,000 sq. ft.
102	Fox River Grove	0 square foot		DuPage County	A-1, A-2, R-3, S-1, S-2, S-3, U 2000 Sq. Ft. Plus Apartment to condo retro
103	Oswego (2009 IBC)	0 square foot		Blue = -0- square foot	
104	Oswego FPD (2009 IBC)	0 square foot		Green = Also NFPA 13D Residential for Single-Family Homes	
105	Bartlett FPD	0 square foot		The lower the threshold, the safer your community and the safer	
106	Glencoe	0 square foot (13D/2013)		104 political entities with 0 Square Feet, 91 with 13D!	
107	Vernon Hills (Countryside Fire Protection District)	1,000/ + basement TGI/drywall or sprinkler 13D Plus Townhome; 2012 IRC		91 towns with NFPA 13D (green shade) means that this town also protects all new single-family and single-family attached (townhome) with residential fire sprinklers. If your town or district is not listed it does not have any progressive amendments or simply have not filled out the survey.	
108	Elmwood Park	500 sq ft			

**Village of Oswego
Bill List
May 2, 2017**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
General Fund:				
Corporate:				
	ALARM DETECTION SYSTEMS INC	ALARM CHARGES - APR	831.11	
	ALARM DETECTION SYSTEMS INC	ALARM CHARGES - MAY-JUNE	1,662.22	
	ALARM DETECTION SYSTEMS INC	VH - REPLACED PULL STATION	362.83	
	AMAZON.COM	COFFEE FILTER, WATER FILTER	12.99	
	ANCEL, GLINK, DIAMOND, BUSH	LEGAL - 63 W WASHINGTON ST	250.00	
	CALL ONE	PHONE SERVICE - FEB 2017	205.57	
	CALL ONE	PHONE SERVICE - FEB 2017	116.58	
	CAULFIELD, JAMES	CRIME ANALYSIS, MAY-DEC	333.33	
	COSTAR GROUP, INC.	PROP PROFESSIONAL-MAY-MAR	2,241.52	
	CRESCENT ELECTRIC SUPPLY CO	10-42W BULBS FOR VILL HALL	61.52	
	DISCOVERY BENEFITS, INC.	FSA: 17 MONTHLY EMPLOYEES	83.30	
	DOUBLETREE BY HILTON	HOTEL, METROWEST DRIVE DOWN	123.17	
	DOUBLETREE BY HILTON	HOTEL, METROWEST DRIVE DOWN	123.17	
	DOUBLETREE BY HILTON	HOTEL, METROWEST DRIVE DOWN	123.17	
	DOUBLETREE BY HILTON	HOTEL, METROWEST DRIVE DOWN	123.17	
	DOUBLETREE BY HILTON	HOTEL, METROWEST DRIVE DOWN	145.17	
	EVENTBRITE	IAMMA CONF REGISTRATION	110.00	
	FOX VALLEY TROPHY & AWARDS	NAME BADGES/PLATES: 3 STAFF	34.25	
	HOME DEPOT	ANCHORS FOR TV AT VILL HALL	7.92	
	I.U.O.E. LOCAL 150	UNION DUES-4/7/17	848.72	
	I.U.O.E. LOCAL 150	UNION DUES-4/7/17	211.86	
	I.U.O.E. PAC	UNION DUES-4/7/17	36.00	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMP INSURANCE	848.15	
	IMPERIAL SERVICE SYSTEMS, INC.	JANITORIAL SERVICES-APR 2017	1,835.00	
	IPBC	DENTAL INSURANCE 3/17	382.22	
	IPBC	HEALTH/ADDL INSURANCE 3/17	4,013.59	
	IPBC	LIFE INSURANCE 3/17	14.58	
	IPBC	TWP DENTAL INSURANCE 3/17	62.45	
	IPBC	TWP HEALTH INSURANCE 3/17	19,937.23	
	IPBC	TWP LIFE INSURANCE 3/17	35.67	
	IPBC	TWP VOLUNTARY LIFE INS 3/17	1,153.77	
	IPBC	VOLUNTARY LIFE 3/17	1,786.70	
	JEWEL	CAKE FOR LAST DAY, SD	34.99	
	JEWEL	EMP SPOTLIGHT GIFT CARD	25.00	
	JEWEL	GET WELL FLOWERS, SD	44.99	
	KENDALL COUNTY FAIR ASOCIATION	25TH ANNIV FLOWER POT	40.00	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - EST FOX BEND	277.50	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - EST OF FOX CHASE	1,875.00	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - GENERAL	2,821.25	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - GENERAL	1,480.00	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - GENERAL	1,896.25	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - HGT83, LLC	92.50	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - HGT83, LLC	1,480.00	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - HGT83, LLC	684.50	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - MEETINGS	416.25	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - MEETINGS	832.50	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - MEETINGS	1,017.50	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - METRA PARCEL	138.75	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - METRA PARCEL	108.75	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - MORGAN CREEK	878.75	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - MORGAN CREEK	1,480.00	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - MORGAN CREEK	786.25	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - ODGEN FALLS	138.75	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - PD GENERAL	92.50	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - PERSONNEL/PD	92.50	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - PERSONNEL/PD	277.50	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - PERSONNEL/PD	1,803.75	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - PERSONNEL/PD	3,885.00	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - WOOLLEY RD	786.25	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - WOOLLEY RD	878.75	
	MEIJER	GET WELL CARD, SD	3.99	
	METRA	TRAIN FARE, CMAP MEETING RT	15.00	
	METRA	TRAIN, DIVERSITY TASK FORCE	7.00	
	METRA	TRAIN, DIVERSTIY TASK FORCE	7.00	
	METRO WEST COG	ANNUAL DUES 5/1/17-4/30/18	11,577.30	
	NAPERVILLE PARKING	PARKING AT TRAIN STATION	2.05	
	OFFICE DEPOT	FASTENER FOLDERS 3"	69.99	
	OFFICE DEPOT	FILE FOLDERS	15.99	
	OFFICE DEPOT	HAND TOWELS	77.82	

**Village of Oswego
Bill List
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<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
	OFFICE DEPOT	STAPLER	5.14	
	ORKIN PEST CONTROL	QRTLY PEST CONTROL - VH	349.04	
	OSWEGO CHAMBER OF COMMERCE	BUSINESS EXPO LUNCHESES	24.00	
	OSWEGOLAND SENIORS	SENIOR CENTER FUNDING	10,000.00	
	OTTOSEN BRITZ KELLY & COOPER,	OCEAN ATLANTIC-LEGAL SVCS	1,102.50	
	PETTY CASH-CORPORATE	GARAGE SALE REIMBURSEMENTS	930.00	
	PITNEY BOWES INC	SUPPLIES: DM100I RED INK CARTRIDGE	2.53	
	PITNEY BOWES INC	SUPPLIES: DM100I RED INK CARTRIDGE	2.37	
	PITNEY BOWES INC	SUPPLIES: DM100I RED INK CARTRIDGE	15.17	
	ROBINSON, BILLIE	NEW COFFEE MAKER, BKROOM	89.24	
	SCHOONER'S	METROWEST DRIVE DOWN, MEAL	96.60	
	SHELL	METROWEST DRIVE DOWN, FUEL	46.28	
	SHELL	METROWEST DRIVE DOWN, FUEL	33.56	
	TOSHIBA FINANCIAL SERVICES	COPY MACHINES, COPIER LEASE	77.27	
	TOSHIBA FINANCIAL SERVICES	COPY MACHINES, COPIER LEASE	77.26	
	UNITED STATES POSTAL SERVICE	COBRA MAILING POSTAGE, SD	2.05	
	VERIZON WIRELESS	IPADS & DATA DEVICES	49.80	
	VERIZON WIRELESS	IPADS & DATA DEVICES	49.80	
	WALGREENS	GOOD BYE CARD, SD	2.00	
		Corporate Total:		87,213.41
Building & Zoning:				
	CALL ONE	PHONE SERVICE - FEB 2017	44.08	
	CALL ONE	PHONE SERVICE - FEB 2017	134.07	
	FISHER, MICHAEL	MILEAGE: ICC TESTING, OAKBROOK	27.82	
	FISHER, MICHAEL	MILEAGE: SBOC TRAINING 3/17	18.19	
	FISHER, MICHAEL	MILEAGE: SBOC TRAINING 3/24	18.19	
	FISHER, MICHAEL	MILEAGE: SBOC TRAINING 3/3	18.19	
	FOX, RON	MILEAGE: SBOC TRAINING 3/10	20.33	
	FOX, RON	MILEAGE: SBOC TRAINING 3/24	20.33	
	HOLMSTROM ENTERPRISE	VILLAGE TRUCK WASH	3.00	
	HOOVER, JAY	MILEAGE: SBOC TRAINING 3/10	24.08	
	HOOVER, JAY	MILEAGE: SBOC TRAINING 3/17	24.08	
	HOOVER, JAY	MILEAGE: SBOC TRAINING 3/24	24.08	
	HOOVER, JAY	MILEAGE: SBOC TRAINING 3/3	24.08	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMP INSURANCE	913.41	
	INTERNATIONAL CODE COUNCIL	ICC CERTIFICATION RENEWAL	200.00	
	IPBC	DENTAL INSURANCE 3/17	592.20	
	IPBC	HEALTH/ADDL INSURANCE 3/17	7,094.46	
	IPBC	LIFE INSURANCE 3/17	16.26	
	JUSTIZ, HECTOR	MILEAGE: SBOC TRAINING 3/24	47.08	
	JUSTIZ, HECTOR	MILEAGE: SBOC TRAINING 3/3	47.08	
	KENDALL COUNTY RECORDER	253 ISLEVIEW DR/LIEN RELEASE	49.00	
	MORPHEY, RICK	MILEAGE: SBOC TRAINING	41.73	
	MORPHEY, RICK	MILEAGE: SBOC TRAINING	41.73	
	OFFICE DEPOT	ELECTRIC STAPLER	17.45	
	OFFICE DEPOT	PENS, MARKERS	20.47	
	PITNEY BOWES INC	SUPPLIES: DM100I RED INK CARTRIDGE	7.29	
	TOSHIBA FINANCIAL SERVICES	COPY MACHINES, COPIER LEASE	116.12	
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	25.47	
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	25.15	
	VERIZON WIRELESS	IPADS & DATA DEVICES	94.83	
	VERIZON WIRELESS	IPADS & DATA DEVICES	104.09	
		Building & Zoning Total:		9,854.34
Community Development:				
	AT&T MOBILITY	GPS FOR GIS UNIT	61.80	
	CALL ONE	PHONE SERVICE - FEB 2017	43.99	
	CALL ONE	PHONE SERVICE - FEB 2017	75.78	
	CIRONE, DOMINICK	PLAN COMMISSION MTG 4/6/17	25.00	
	FOX VALLEY TROPHY & AWARDS	PLAQUES W/ENGRAVING	144.00	
	HOLMSTROM, KENNETH	PLAN COMMISSION MTG-4/6	25.00	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMP INSURANCE	651.46	
	IPBC	DENTAL INSURANCE 3/17	232.62	
	IPBC	HEALTH/ADDL INSURANCE 3/17	3,609.01	
	IPBC	LIFE INSURANCE 3/17	8.96	
	KUHN, RICK	PLAN COMMISSION MTG-4/6/17	25.00	
	PAJOR, CHARLES	PLAN COMMISSION MTG-4/6/17	25.00	
	PITNEY BOWES INC	SUPPLIES: DM100I RED INK CARTRIDGE	5.99	
	PLANETIZEN URBAN INSIGHT	COMPUTER TRAINING COURSE	16.95	
	POPOVICH, STAN	PLAN COMMISSION MTG-4/6/17	25.00	
	STINE, REBECCA	PLAN COMMISSION MTG-4/7/17	25.00	
	TOSHIBA FINANCIAL SERVICES	COPY MACHINES, COPIER LEASE	77.27	

**Village of Oswego
Bill List
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<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	18.71	
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	17.63	
	VERIZON WIRELESS	IPADS & DATA DEVICES	16.86	
	VERIZON WIRELESS	IPADS & DATA DEVICES	16.86	
		Community Development		5,147.89
Community Relations:				
	AMAZON.COM	AFRAME SIGN/DISPLAY FOR EVENTS	179.24	
	CALL ONE	PHONE SERVICE - FEB 2017	40.80	
	FACEBOOK	OSWEGO CONNECTS FB ADS	45.31	
	GO DADDY	DOMAIN PURCHASE, GODADDY	365.61	
	GO DADDY	PARTIAL CREDIT FOR DOMAIN	(105.91)	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMP INSURANCE	260.51	
	IPBC	DENTAL INSURANCE 3/17	117.42	
	IPBC	HEALTH/ADDL INSURANCE 3/17	1,622.81	
	IPBC	LIFE INSURANCE 3/17	4.86	
	PITNEY BOWES INC	SUPPLIES: DM100I RED INK CARTRIDGE	0.50	
	PREMIER MAILING SERVICES, INC.	CLIPS FOR BUSINESS EXPO	545.00	
	TOSHIBA FINANCIAL SERVICES	COPY MACHINES, COPIER LEASE	77.25	
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	25.58	
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	26.54	
	VERIZON WIRELESS	IPADS & DATA DEVICES	16.60	
	VERIZON WIRELESS	IPADS & DATA DEVICES	16.60	
	VILLAGE GRIND	COFFEE, OSWEGO CONNECTS	91.95	
		Community Relations Total:		3,330.67
Economic Development:				
	BALLYDOYLE	ENTREPRENSHP LUNCH, WCC	32.43	
	CALL ONE	PHONE SERVICE - FEB 2017	17.48	
	CONRIN, INC	SALESFORCE.COM FOR ECON DEV	3,000.00	
	CONRIN, INC	SALESFORCE.COM FOR ECON DEV	1,500.00	
	CONRIN, INC	SALESFORCE.COM FOR ECON DEV	1,500.00	
	COSTAR GROUP, INC.	PROPERTY PROFESSIONAL-APR	203.78	
	IEDC	TEXTBOOK FOR ONLINE CLASS	67.41	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMP INSURANCE	130.20	
	IPBC	HEALTH/ADDL INSURANCE 3/17	2.22	
	IPBC	LIFE INSURANCE 3/17	2.43	
	OFFICE DEPOT	FOOTREST	71.69	
	OFFICE DEPOT	HANGING FILE FOLDERS	13.99	
	OFFICE DEPOT	KEYBOARD, PENS, FOLDERS	61.97	
	OU/CCE REGISTRATION WEB	IEDC ONLINE REGISTRATION	595.00	
	REAL ESTATE COMMERCIAL GROUP	CIP INDUSTRIAL SUMMIT REGISTRATION	89.00	
	RED ROBIN	KEDA LUNCH MEETING	139.30	
	TOSHIBA FINANCIAL SERVICES	COPY MACHINES, COPIER LEASE	77.25	
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	(53.39)	
	VERIZON WIRELESS	IPADS & DATA DEVICES	99.09	
	VERIZON WIRELESS	IPADS & DATA DEVICES	63.34	
		Economic Development:		7,613.19
Road and Bridge:				
	AIRGAS NORTH CENTRAL	ARGON GAS FOR WIRE WELDER	60.63	
	ALEXANDER EQUIPMENT COMPANY	CHAINS FOR CHAINSAWS	135.60	
	ALEXANDER EQUIPMENT COMPANY	FILTERS FOR CHIPPER	330.80	
	CALL ONE	PHONE SERVICE - FEB 2017	23.32	
	COMMONWEALTH EDISON CO	MASTER ACCT, STREET LIGHTS	3,030.06	
	DOUBLETREE BY HILTON	LODGING, METRO WEST MTG	123.17	
	FEECE OIL CO.	212.40 GALS GASOLINE	434.79	
	FEECE OIL CO.	241.20 GALS DIESEL	479.99	
	FIRST PLACE RENTAL	BAR AND CHAIN OIL	68.36	
	FLEETPRIDE	CLEARANCE LIGHT, CHIPPER #58	9.37	
	FLEETPRIDE	LIGHT BRACKET, CHIPPER #58	2.82	
	FLEETPRIDE	PINTLE HITCH FOR SHOP TRUCK	58.00	
	FORCE AMERICA INC	REPAIR PARTS FOR #6	23.87	
	GROOT INDUSTRIES, INC	3.90 TONS OF SPOILS	224.25	
	GROOT INDUSTRIES, INC	4.26 TONS OF SPOILS	244.95	
	HOLIDAY INN EXPRESS	LODGING, IASFM CONFERENCE	97.84	
	HOME DEPOT	2-3/8X5 LAG SCREWS	4.40	
	HOME DEPOT	2X4 STUDS, BOX OF SCREWS	44.16	
	HOME DEPOT	4 BALLASTS FOR PW	83.48	
	HOME DEPOT	BAND CUTTER	17.97	
	HOME DEPOT	BOX SCREWS, PAINT BRUSHES	26.32	
	HOME DEPOT	CREDIT FOR RETURNED SCREWS	(5.38)	
	HOME DEPOT	METAL STOCK FOR SALT SPREADERS	11.63	
	HOME DEPOT	SCOOP SHOVELS FOR BRUSH	74.91	

**Village of Oswego
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<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
	HOME DEPOT	SPRAY TANK FOR SHOP	14.98	
	HOME DEPOT	STRAPS FOR POST RACK	5.96	
	IL POWER MARKETING	692 CANTON CT, ROUTE 25	7,375.76	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMP INSURANCE	802.04	
	IMPERIAL SERVICE SYSTEMS, INC.	JANITORIAL SERVICES-APR 2017	379.00	
	IPBC	DENTAL INSURANCE 3/17	370.64	
	IPBC	HEALTH/ADDL INSURANCE 3/17	5,361.43	
	IPBC	LIFE INSURANCE 3/17	11.66	
	JAMES A AGEMA	VEHICLE CONDITION REPORT FORMS	180.40	
	JIMS TRUCK INSPECTION LLC.	TRUCK INSPECTION - #104	30.00	
	JIMS TRUCK INSPECTION LLC.	TRUCK INSPECTION - #104	30.00	
	JIMS TRUCK INSPECTION LLC.	TRUCK INSPECTION - #14	29.00	
	JIMS TRUCK INSPECTION LLC.	TRUCK INSPECTION, #20	30.00	
	JUST SAFETY, LTD	RESTOCK SAFETY SUPPLIES	87.95	
	MEADE ELECTRIC COMPANY, INC	DOUGLAS & GERRY: GREEN OUT	298.14	
	MEADE ELECTRIC COMPANY, INC	DOUGLAS & TOWNES: RED OUT	287.09	
	MEADE ELECTRIC COMPANY, INC	IL 31 & MILL-REPLACE PED BUTTON	371.44	
	MEADE ELECTRIC COMPANY, INC	IL 71 & DOUGLAS: SIGNAL FLASH	267.94	
	MEADE ELECTRIC COMPANY, INC	MILL & RT 31: LIGHT OUT	568.88	
	MEADE ELECTRIC COMPANY, INC	US 31 & MILL-SIGNALS OUT	401.91	
	MEADE ELECTRIC COMPANY, INC	US 34 & BHP: LOCATE	200.96	
	MEADE ELECTRIC COMPANY, INC	US 34 & DOUGLAS: LOCATE	200.96	
	MEADE ELECTRIC COMPANY, INC	US 34 & DOUGLAS: LOCATE	133.97	
	MEADE ELECTRIC COMPANY, INC	US 34 & FIFTH: GREEN OUT	259.48	
	MEADE ELECTRIC COMPANY, INC	US 34 & KENDALL: LOCATE	133.97	
	MEADE ELECTRIC COMPANY, INC	US 34 & KENDALL-GREEN OUT	110.83	
	MEADE ELECTRIC COMPANY, INC	US 34 & MASON SQ-NITE TIMING	304.46	
	MEADE ELECTRIC COMPANY, INC	US 34 & ORCHARD-SIGNAL TWISTED	351.36	
	MEADE ELECTRIC COMPANY, INC	US 34 & WOLF'S CR: LOCATE	200.96	
	MEADE ELECTRIC COMPANY, INC	US 34/25 & JEFF: FIX OPEN LOOP	1,781.23	
	MPH INDUSTRIES, INC.	PANEL, CABINET FOR SOLAR SIGN	2,035.00	
	NAPA AUTO PARTS	LOWER BALL JOINT, #105	42.36	
	NAPA AUTO PARTS	OIL FILTERS, SHOP STOCK	93.21	
	NAPA AUTO PARTS	TRUCK #105 BALL JOINT, OIL CHG	171.92	
	NAPA AUTO PARTS	TRUCK #124 TUNE-UP	114.21	
	NAPA AUTO PARTS	WHEEL SEALS, TRUCK #106	19.62	
	OFFICE DEPOT	BINDERS, MARKERS, DIVIDERS	40.73	
	OFFICE DEPOT	PAPER TOWELS, 2 CASES EACH	95.42	
	OSWEGO ACE HARDWARE	2 PITCHFORKS FOR CATCH BASINS	79.98	
	OSWEGO ACE HARDWARE	CABLE TIES FOR BANNERS	12.99	
	OSWEGO ACE HARDWARE	EYE BOLTS FOR STOP SIGNS	5.16	
	OSWEGO ACE HARDWARE	SCREWS FOR GATE IN PW	2.98	
	OSWEGO ACE HARDWARE	SPRAY PAINT, TREE MARKING	3.99	
	POMP'S TIRE SERVICE, INC.	TIRE REPAIR, #5	46.00	
	POMP'S TIRE SERVICE, INC.	USED TIRE DISPOSAL	46.00	
	RIVERVIEW FORD	AXLE SEALS TRUCK #105	66.84	
	SHELL	FUEL FOR TRUCK #5	70.30	
	SUPERIOR ASPHALT MATERIALS	2.4 TONS COLD PATCH	252.00	
	THE UPS STORE	BALL VALVE INSPECTION, POSTAGE	14.27	
	TOSHIBA FINANCIAL SERVICES	COPY MACHINES, COPIER LEASE	139.92	
	TRAFFIC CONTROL & PROTECTION	SIGN MATERIALS, BRACKETS	825.70	
	URBAN RESTORATION GROUP	GRAFFITI REMOVER, RESTOCK	224.00	
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	186.14	
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	171.78	
	VERIZON WIRELESS	IPADS & DATA DEVICES	168.57	
	VERIZON WIRELESS	IPADS & DATA DEVICES	168.57	
	WAL-MART	LAUNDRY SOAP FOR SHOP	12.57	
		Road and Bridge Total:		31,297.94
Finance:	BOARD OF TRUSTEE OF EASTERN	MEMBERSHIP DUES 2017-18	90.00	
	CALL ONE	PHONE SERVICE - FEB 2017	69.95	
	DUNKIN DONUTS	COFFEE, BUDGET MTG	19.52	
	GATEWAY SERVICES WEB PAYMENT	CC PROCESSING, OPERATING PMTS	23.60	
	ILLINOIS COLLECTION SERVICE	COLLECTION FEES - BZ	84.88	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMP INSURANCE	783.21	
	IPBC	DENTAL INSURANCE 3/17	369.82	
	IPBC	HEALTH/ADDL INSURANCE 3/17	3,127.72	
	IPBC	LIFE INSURANCE 3/17	9.36	
	NPC MERCHANT STATEMENT	CC PROCESSING, OPERATING	325.85	
	OFFICE DEPOT	EXPANDABLE FILE FOLDERS	41.98	
	PAYLOCITY PAYROLL	PAYROLL SERVICES	458.47	

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<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
	PAYLOCITY PAYROLL	PAYROLL SERVICES	1,089.64	
	PITNEY BOWES INC	SUPPLIES: DM100I RED INK CARTR	64.78	
	SAM'S CLUB	BFAST/FRUIT TRAY, BUDGET MTG	35.29	
	TOSHIBA FINANCIAL SERVICES	COPY MACHINES, COPIER LEASE	116.12	
		Finance Total:		6,710.19
Information Technologies:				
	BAXTER & WOODMAN CONSULTING	DOMAIN MIGRATION, SUPPORT WORK	1,954.40	
	BAXTER & WOODMAN CONSULTING	PD WORKSTATION SOFTWARE REPAIR	1,496.25	
	CDW GOVERNMENT, INC	3 CISCO/MERAKI ACCESS PTS, PD	2,994.39	
	CDW GOVERNMENT, INC	SYMANTEC ENDPOINT PROTECTION	2,863.90	
	COMCAST CORPORATION	INTERNET/CONNECTION TO BLDG	4,978.83	
	IPBC	DENTAL INSURANCE 3/17	89.34	
	IPBC	HEALTH/ADDL INSURANCE 3/17	1,209.93	
	IPBC	LIFE INSURANCE 3/17	2.43	
	SALESFORCE.COM	CRM FOR ECON DEV DEPT	1,710.00	
	VERIZON WIRELESS	IPADS & DATA DEVICES	33.47	
	VERIZON WIRELESS	IPADS & DATA DEVICES	47.06	
	VESCO REPROGRAPHIC	PLOTTER PAPER, 36X300 BOND	158.36	
		Information Technologies Total:		17,538.36
Police:				
	ALTERNATIVE FUEL SUPPLY, LLC.	APRIL GASOLINE FOR FLEET	163.82	
	ALTERNATIVE FUEL SUPPLY, LLC.	LIQUID PROPANE FOR FLEET	278.01	
	ALTERNATIVE FUEL SUPPLY, LLC.	LIQUID PROPANE FOR FLEET	251.36	
	ALTERNATIVE FUEL SUPPLY, LLC.	LIQUID PROPANE FUEL FOR FLEET	149.98	
	APPLEBEE'S	MEALS: FBI LEEDA TRAINING, WI	32.55	
	APPLEBEE'S	MEALS: FBI LEEDA TRAINING, MN	25.49	
	APPLEBEE'S	MEALS: FBI LEEDA TRAINING, MN	27.62	
	ARTCRAFT & FOREMOST, INC.	BASEBALL STRESS BALLS	287.50	
	ARTCRAFT & FOREMOST, INC.	BLACK MED POINT PENS, 500	175.00	
	ARTCRAFT & FOREMOST, INC.	POLICE STADIUM CUPS	164.72	
	BATTERY JACK, INC.	PORT RADIO BATTERIES HT1250	430.56	
	BATTERY JACK, INC.	PORT RADIO BATTERIES XPR560	62.02	
	BD MONGOLIAN GRILL	MEALS: FBI LEEDA TRAINING, WI	40.33	
	BEST WESTERN	LODGING: FBI LEEDA, MN	605.65	
	BRUEGGER'S	MEALS: FBI LEEDA TRAINING, MN	8.67	
	CALL ONE	PHONE SERVICE - FEB 2017	1,203.54	
	CAULFIELD, JAMES	CRIME ANALYSIS UPDATES	245.00	
	CAULFIELD, JAMES	CRIME ANALYSIS, JAN-APR	166.67	
	CHIPOTLE	MEALS: FBI LEEDA TRAINING, MN	15.75	
	CHIPOTLE	MEALS: FBI LEEDA TRAINING, MN	14.30	
	CHIPOTLE	MEALS: FBI LEEDA TRAINING, MN	11.30	
	COMCAST CABLE	DIGITAL ADAPTERS	8.43	
	COMCAST CABLE	DIGITAL ADAPTERS	8.43	
	COMCAST CORPORATION	MONTHLY FEE, TV ADAPTERS	134.85	
	CROWNE PLAZA	LODGING: ILEAS CONFERENCE, BD	158.20	
	CROWNE PLAZA	LODGING: ILEAS CONFERENCE, JB	158.20	
	CULVER'S	MEALS: FBI LEEDA TRAINING, WI	21.41	
	ELVIN, RON	POLICE COMMISSION MTG-4/6/17	25.00	
	FIREHOUSE SUBS	MEALS: FBI LEEDA TRAINING, WI	15.71	
	FOUR POINTS SHERATON NORTH	LODGING: FBI LEEDA TRAINING, WI	598.50	
	FOUR POINTS SHERATON NORTH	LODGING: FBI LEEDA TRAINING, WI	598.50	
	FOUR POINTS SHERATON NORTH	MEALS: FBI LEEDA TRAINING, WI	35.05	
	FOUR POINTS SHERATON NORTH	MEALS: FBI LEEDA TRAINING, WI	35.65	
	HACKL, BEN	MEALS: CRISIS INTERVNTN CLASS	47.75	
	HAHN, JEFF	POLICE COMMISSION MTG-4/6	25.00	
	HOM	MEALS: FBI LEEDA TRAINING, WI	47.85	
	IL STATE TOLL HWY AUTHORITY	FEES FOR TOLLS 10/16-12/16	0.53	
	ILLINOIS CRISIS NEGOTIATIONS	ICNA CONFERENCE REG, 2 STAFF	460.00	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMP INSURANCE	8,218.11	
	IMPERIAL SERVICE SYSTEMS, INC.	JANITORIAL SERVICES-APR 2017	1,164.00	
	IPBC	DENTAL INSURANCE 3/17	4,666.12	
	IPBC	HEALTH/ADDL INSURANCE 3/17	73,858.66	
	IPBC	LIFE INSURANCE 3/17	155.34	
	JAMES A AGEMA	BUSINESS CARDS - SH	29.95	
	JCM UNIFORMS, INC.	3 PANTS, 2 SS SHIRTS - CB	382.50	
	JCM UNIFORMS, INC.	FULL DUTY UNIFORM,PATCHES,EMB	548.95	
	JEWEL	NEMRT CLASS FOOD SUPPLIES	20.82	
	JEWEL	SODA FOR MEETINGS	8.88	
	JIMMY JOHN'S	MEALS: FBI LEEDA TRAINING, MN	11.39	
	KRANTZ, TOM	DEPT PHOTOS, OPD	570.00	
	LUSK, CONNIE	REIMB FOR WORK SHOES	54.24	

**Village of Oswego
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<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
	MEIJER	C BATTERIES, PROPANE MOTOR	11.99	
	MURRAY, TIM	POLICE COMMISSION MTG-4/6	25.00	
	NAPA AUTO PARTS	450 SAFETY/EMERGENCY FLARES	1,075.50	
	NORTH EAST MULTI-REGIONAL	2017-18 ANNUAL TRAINING FEE	4,560.00	
	NORTH EAST MULTI-REGIONAL	JOHN REID ADV INTERVIEWS	125.00	
	OAK BROOK MECHANICAL SERVICES	BOILER HEAT CODE REPAIR	572.00	
	OFFICE DEPOT	10X13 ENVELOPES	32.99	
	OFFICE DEPOT	2 TONERS FOR REPORT ROOM	133.18	
	OFFICE DEPOT	3 BLACK TONERS	280.74	
	OFFICE DEPOT	COFFEE STIR STICKS	3.99	
	OFFICE DEPOT	DUSTER, RUBBERBANDS, LABELER	45.44	
	OFFICE DEPOT	ECO MAGIC TAPE	15.25	
	OFFICE DEPOT	FACIAL TISSUES	4.25	
	OFFICE DEPOT	FOLDERS, PENS, TAPE, STAPLES	148.98	
	OFFICE DEPOT	LTR/LGL BANKERS BOXES	70.17	
	OFFICE DEPOT	PICTURE FRAMES, 4 SETS	79.96	
	PARTY CITY	GIFT BAGS, TISSUE PAPER	19.80	
	PERSONALIZATIONMALL.COM	CREDIT FOR TAX CHARGED	(9.56)	
	PERSONALIZATIONMALL.COM	GROUNDBREAKING GIVEAWAY	179.84	
	PERSONALIZATIONMALL.COM	PD PROMOTIONAL MUGS	159.43	
	PERSONALIZATIONMALL.COM	SAMPLE ORDER, NEW PD GIVEAWAY	19.28	
	PETTY CASH-POLICE	IL LEAP TRAINING, 3/8	20.00	
	PETTY CASH-POLICE	MEAL: FINGERPRINT CLASS, 3/27	20.66	
	PITNEY BOWES INC	BOX RED INK CARTRIDGES	135.98	
	PITNEY BOWES INC	DOUBLE TAPE SHEETS	37.59	
	PITNEY BOWES INC	QTLY POSTAGE METER, MAY-JUL	95.25	
	POINT BURGER BAR	MEALS: FBI LEEDA TRAINING, WI	40.82	
	POLICEONE.COM	TASER INSTRUCTOR COURSE	435.00	
	POTBELLY SANDWICH SHOP	MEALS: FBI LEEDA TRAINING, MN	11.78	
	POTBELLY SANDWICH SHOP	MEALS: FBI LEEDA TRAINING, MN	11.92	
	RDJ SPECIALTIES, INC	BADGE STICKERS, 3000+3 ROLLS	379.74	
	RED DOT STORAGE ILLINOIS 7,LLC	STORAGE FEES FOR RENTAL UNITS	92.00	
	RIVERVIEW FORD	#1: IGNITION BOOT, SPARK PLUG	371.83	
	RIVERVIEW FORD	#14: OIL CHANGE	31.25	
	RIVERVIEW FORD	#15: OIL CHANGE, BATTERY	161.20	
	RIVERVIEW FORD	#16: OIL CHANGE, FRONT BRAKES	179.23	
	RIVERVIEW FORD	#17: OIL CHANGE	42.45	
	RIVERVIEW FORD	#19: OIL CHANGE	31.25	
	RIVERVIEW FORD	#20: OIL CHANGE	31.25	
	RIVERVIEW FORD	#23: OIL CHANGE	36.25	
	RIVERVIEW FORD	#26: BULB CHANGE	14.99	
	RIVERVIEW FORD	#27: BRAKES, ROTORS	312.10	
	RIVERVIEW FORD	#27: OIL CHANGE, AIR FILTER	42.39	
	RIVERVIEW FORD	#28: OIL CHANGE	31.25	
	RIVERVIEW FORD	#31: OIL CHANGE	33.75	
	RIVERVIEW FORD	#33: OIL CHANGE	31.25	
	RIVERVIEW FORD	#4: WIPER MOTOR	200.87	
	RIVERVIEW FORD	#8: OIL CHANGE	21.25	
	RJ KUHN, INC.	REPAIR BASEMENT URINAL, PD	216.90	
	ROSEWOOD	MEAL: ILEAS CONFERENCE	22.49	
	SIMPLEXGRINNELL	CREDIT-1 HR LABOR	(226.00)	
	SIMPLEXGRINNELL	CREDIT-TRUCK CHARGE	(126.00)	
	SIMPLEXGRINNELL	REPLACE BATTERIES, FIRE ALARM	697.62	
	SPEEDWAY	FLEET GASOLINE 2/17	13.98	
	STREICHER'S	CPAAA JACKET	114.95	
	STREICHER'S	DUTY BOOTS, JP	125.00	
	STREICHER'S	MISC EQUIP, QUARTERMSTR PROGRM	3,050.87	
	SUBURBAN TIRE-OSWEGO	4 NEW TIRES, SQ #7	760.00	
	SUBWAY	MEALS: FBI LEEDA TRAINING, MN	8.55	
	TARGET	DIGITAL SCALE	29.99	
	THE GRAPHIC EDGE	DUTY BOOTS, NEW OFFICER JN	121.99	
	TOSHIBA FINANCIAL SERVICES	COPY MACHINES, COPIER LEASE	331.01	
	TROTSKY INVESTIGATIVE	POLYGRAPH EXAMS - 2 OFFICERS	260.00	
	UNITED STATES POSTAL SERVICE	CERTIFIED MAIL POSTAGE	19.77	
	UNITED STATES POSTAL SERVICE	CERTIFIED MAIL POSTAGE	13.18	
	UNITED STATES POSTAL SERVICE	CERTIFIED MAIL POSTAGE	26.36	
	UNITED STATES POSTAL SERVICE	CERTIFIED MAIL POSTAGE	19.77	
	UNITED STATES POSTAL SERVICE	PRIORITY MAIL POSTAGE	7.80	
	VERIZON WIRELESS	3G/4G SQUAD TABLET/AIR CARD	583.85	
	VERIZON WIRELESS	CELL PHONES	668.33	
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	5.09	

**Village of Oswego
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<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
	VERIZON WIRELESS	OPD CELL PHONES	796.81	
	WAL-MART	GIFTCARD, ALCOHOL COMPLIANCE	75.00	
	WAL-MART	WATER, FBI LEEDA TRAINING, WI	6.86	
	WENDY'S	MEALS: FBI LEEDA TRAINING, MN	8.66	
	WEX BANK	FLEET FUEL FOR FEBRUARY	4,425.53	
	WHITE EAGLE AUTO BODY	DEDUCTIBLE, #19 CRASH REPAIR	1,000.00	
	WHITE EAGLE AUTO BODY	REPLACE WINDSHIELD, #1	553.90	
	WILLIAM HO'S RESTAURANT	MEALS: FBI LEEDA TRAINING, WI	21.33	
		Police Total:	120,467.98	
		General Fund Total:	289,173.97	

Water & Sewer Fund:

ALARM DETECTION SYSTEMS INC	WELL 10 - ALARM, MAR-APR	312.00
ALARM DETECTION SYSTEMS INC	WELL 10 - ALARM, MAY	156.00
ALARM DETECTION SYSTEMS INC	WELL 3 - ALARM, APRIL	179.49
ALARM DETECTION SYSTEMS INC	WELL 3 - ALARM, MAY-JUNE	358.98
ALARM DETECTION SYSTEMS INC	WELL 4 - ALARM, APR	126.96
ALARM DETECTION SYSTEMS INC	WELL 4 - ALARM, MAY-JUNE	253.92
ALARM DETECTION SYSTEMS INC	WELL 6 - ALARM, APR	125.03
ALARM DETECTION SYSTEMS INC	WELL 6 - ALARM, MAY-JUNE	250.06
ALARM DETECTION SYSTEMS INC	WELL 7 - ALARM, APR	120.95
ALARM DETECTION SYSTEMS INC	WELL 7 - ALARM, MAY-JUNE	241.90
ALARM DETECTION SYSTEMS INC	WELL 9 - ALARM, MAR-APR	197.06
ALARM DETECTION SYSTEMS INC	WELL 9 - ALARM, MAY	98.53
AMERICAN WATER WORKS ASSOC.	MEMBERSHIP RENEW MAR-APR	332.83
AMERICAN WATER WORKS ASSOC.	MEMBERSHIP RENEW MAY-FEB 18	1,664.17
ARRO LABORATORY INC	WATER ANALYSIS - WELL 8	40.00
AW DIRECT	STROBE LIGHT #3	18.88
BECKWITH, LARRY	REFUND OVERPMT FINAL BILL	117.13
BLAIN'S FARM & FLEET	TRUCK #121 BEDLINER, LINER	94.43
BONENBERGER, THOMAS	REFUND OVERPMT FINAL BILL	10.86
CALL ONE	PHONE SERVICE - FEB 2017	588.96
CALL ONE	PHONE SERVICE - FEB 2017	398.77
CALL ONE	PHONE SERVICE - FEB 2017	104.92
COMMONWEALTH EDISON CO	1585 W ROUTE 34 UNIT R	32.99
COMMONWEALTH EDISON CO	1613 ROUTE 34, BOOSTER 2	194.97
COMMONWEALTH EDISON CO	378 OGDEN FALLS BLVD WELL 7	758.80
COMMONWEALTH EDISON CO	MASTER ACCT, LIFT STATIONS	479.10
CULLEN, POLLY	REFUND OVERPMT FINAL BILL	27.22
DYNEGY ENERGY SERVICES	PRV #4 - 244 WASHINGTON ST	33.27
DYNEGY ENERGY SERVICES	WELL 10 - 700 COLE	7,297.82
DYNEGY ENERGY SERVICES	WELL 11 - 6701 TUSCANY TR	3,159.49
DYNEGY ENERGY SERVICES	WELL 3 - 340 MADISON ST	2,220.96
DYNEGY ENERGY SERVICES	WELL 4 - 401 CHICAGO RD	6,184.98
DYNEGY ENERGY SERVICES	WELL 6 - 245 LENNOX DR	3,220.76
DYNEGY ENERGY SERVICES	WELL 7 - 378 OGDEN FALLS BLVD	4,646.40
DYNEGY ENERGY SERVICES	WELL 8 - 3700 GROVE RD	1,185.34
DYNEGY ENERGY SERVICES	WELL 9 - 1 W RAINTREE DR	8,366.39
FEECE OIL CO.	259.60 GALS GASOLINE	531.40
FEECE OIL CO.	294.80 GALS DIESEL	586.66
FLEETPRIDE	AIR FILTER	23.25
FLEETPRIDE	LIGHT BRACKET FOR JETTER	6.54
FNBO	UB PROCESSING - AUTO CC	61.14
FOX METRO WATER RECLAMATION	EMER JET/CLEAN SANITARY MAINS	12,358.00
GATEWAY SERVICES WEB PAYMENT	CC PROCESSING, ONLINE PMTS	162.60
GHOLSON, KAREN	REFUND OVERPMT FINAL BILL	105.00
HAWKINS, INC	WELL 10 - 10 CHLORINE DEPOSITS	50.00
HAWKINS, INC	WELL 10 - 300.0 LBS CHLORINE	191.52
HAWKINS, INC	WELL 10 - 696.0 LBS PHOSPHATE	772.56
HAWKINS, INC	WELL 10 - FUEL SURCHARGE	15.00
HAWKINS, INC	WELL 11 - 4 CHLORINE DEPOSITS	20.00

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	HAWKINS, INC	WELL 4 - 150.0 LBS CHLORINE	91.50	
	HAWKINS, INC	WELL 4 - 2 CHLORINE DEPOSITS	10.00	
	HAWKINS, INC	WELL 4 - 707.6 LBS PHOSPHATE	785.44	
	HAWKINS, INC	WELL 4 - FREIGHT CHARGE	10.00	
	HAWKINS, INC	WELL 4 - FUEL SURCHARGE	15.00	
	HAWKINS, INC	WELL 6 - 150.00 LBS CHLORINE	95.76	
	HAWKINS, INC	WELL 6 - 2 CHLORINE DEPOSITS	10.00	
	HAWKINS, INC	WELL 6 - 823.60 LBS PHOSPHATE	914.20	
	HAWKINS, INC	WELL 6 - FREIGHT CHARGE	10.00	
	HAWKINS, INC	WELL 6 - FUEL SURCHARGE	15.00	
	HAWKINS, INC	WELL 7 - 2 CHLORINE DEPOSITS	10.00	
	HAWKINS, INC	WELL 8 - 2 CHLORINE DEPOSITS	10.00	
	HAWKINS, INC	WELL 9 - 7 CHLORINE DEPOSITS	35.00	
	HOME DEPOT	PVC FITTINGS, #121 WATER KEYS	15.80	
	HOME DEPOT	TRUCK #121 PVC PIPE FOR KEYS	26.90	
	HOME DEPOT	WATER MAIN MAINT SUPPLIES	71.90	
	ILLINOIS COLLECTION SERVICE	COLLECTION FEES - UTIL BILLS	144.33	
	ILLINOIS PUBLIC RISK FUND	WORKERS COMP INSURANCE	1,871.91	
	IMPERIAL SERVICE SYSTEMS, INC.	JANITORIAL SERVICES-APR 2017	379.00	
	IPBC	DENTAL INSURANCE 3/17	1,435.35	
	IPBC	HEALTH/ADDL INSURANCE 3/17	18,595.72	
	IPBC	LIFE INSURANCE 3/17	47.02	
	LAYNE CHRISTENSEN COMPANY	WELL 8 - PREVENTATIVE MAINT	82,338.00	
	MARTINEZ, OLGA	REFUND OVERPMT FINAL BILL	77.89	
	MONTGOMERY LANDSCAPING INC	PULVERIZED BLACK DIRT 3 YDS	60.00	
	MY SISTERS LIL' DONUT SHOPPE	DONUTS FOR WATER TRAINING	112.00	
	NPC MERCHANT STATEMENT	PMT PROCESSING, ONLINE WATER	2,036.10	
	OSWEGO ACE HARDWARE	ACID, BUCKETS, NOZZLE-WELL 4	30.23	
	OSWEGO ACE HARDWARE	ELECTRIC PARTS, WELL 11	11.96	
	PARENT PETROLEUM INC.	400 LB DRUM DOLLY	84.79	
	PITNEY BOWES INC	SUPPLIES: DM100I RED INK CARTRIDGE	37.35	
	SUBURBAN LABORATORIES, INC.	WATER ANALYSIS	519.00	
	SZOSTEK, RANDALL	REFUND OVERPMT FINAL BILL	102.21	
	THE BANK OF NEW YORK MELLON	2013 BOND PAYING AGENT FEE	85.18	
	TOSHIBA FINANCIAL SERVICES	COPY MACHINES, COPIER LEASE	139.93	
	UNITED STATES POSTAL SERVICE	POSTAGE, REGULAR UTIL BILLS	690.36	
	UNITED STATES POSTAL SERVICE	POSTAGE, REGULAR UTIL BILLS	3,486.38	
	VANCO SERVICES	UB PROCESSING, E-CHECKS	213.68	
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	186.14	
	VERIZON WIRELESS	CELL PHONES/DIRECT CONNECT	171.78	
	VERIZON WIRELESS	IPADS & DATA DEVICES	49.81	
	VERIZON WIRELESS	IPADS & DATA DEVICES	49.81	
	VERIZON WIRELESS	SCADA DATA	471.27	
	WATER PRODUCTS CO - AURORA	B-BOX REPAIR PARTS	643.50	
	ZIONS BANK	ADMIN FEES 2009	450.00	
	ZIONS BANK	ADMIN FEES 2014	207.00	
	ZIONS BANK	ANNUAL CALC FEE 2009 BAB	500.00	
		Water & Sewer Fund:	175,838.19	
Debt Fund:				
	THE BANK OF NEW YORK MELLON	2013 BOND PAYING AGENT FEE	314.82	
	ZIONS BANK	ADMIN FEES 2014	243.00	
	ZIONS BANK	ADMIN FEES 2016	450.00	
		Debt Fund:	1,007.82	
Capital Fund:				
	CHIPOTLE	LUNCH, MTG W/HOK, NEW PD	45.88	
	CLIENTFIRST CONSULTING GROUP	DEV/REVIEW BASELINE PROJ PLANS	435.00	
	CLIENTFIRST CONSULTING GROUP	PROJECT COORD & PLANNING	1,560.00	
	CLIENTFIRST CONSULTING GROUP	VENDOR STATUS MTG COORD	3,407.77	
	CLIENTFIRST CONSULTING GROUP	VENDOR STATUS MTG PREP	2,560.00	
	COMCAST CABLE COMMUNICATIONS	BURY OVERHEAD LINES:NEW PD	18,911.74	
	GILBANE BUILDING COMPANY	CONST MGR FEES, EXPENSES	87,049.84	
	JEWEL	TRAYS OF COOKIES, GROUND BRKNG	17.98	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - NEW PD SITE	323.75	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - NEW PD SITE	19.12	
	MARTPARC WELLS	PARKING, CHICAGO MTG W/HOK	37.00	
	MARTPARC WELLS	PARKING, MTG W/HOK, NEW PD	37.00	
	MCCLAREN, WILSON, & LAWRIE,	TECH ADVISOR SERVICES-NEW PD	20,500.00	
	PANERA BREAD	COFFEE, PD GROUND BRKNG	59.96	
	PARK ONE - WABASH	PARKING, NEW PD MEETING	56.00	
		Capital Fund:	135,021.04	
Garbage Fund:				

**Village of Oswego
Bill List
May 2, 2017**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
	GROOT INDUSTRIES, INC	GARBAGE-FULL ACCOUNTS	178,176.00	
	GROOT INDUSTRIES, INC	GARBAGE-SENIOR ACCOUNTS	17,771.52	
	GROOT INDUSTRIES, INC	GARBAGE-PARTIAL ACCOUNTS	8.96	
	GROOT INDUSTRIES, INC	GARBAGE-ADJUSTMENTS	(38.40)	
		Garbage Fund:		<u>195,918.08</u>
Water & Sewer Capital Fund:				
	BAXTER & WOODMAN CONSULTING	SCADA PROJECT LIFT STATIONS	29,392.00	
	BAXTER & WOODMAN CONSULTING	SCADA REPLACEMENT/LIFT STATIONS	25,718.00	
		Water & Sewer Capital Fund:		<u>55,110.00</u>
Vehicle Replacement Fund:				
	MINER ELECTRONICS CORP	#32 - UNDERCOVER INSTALL	1,050.10	
		Vehicle Replacement Fund:		<u>1,050.10</u>
Deposit Fund:				
	ATLANTIC IMPRINTS	WINE ON THE FOX GLASSES, 4000	3,040.00	
	BLUML, RICHARD	CTY LINE BROS, WINE ON FOX	450.00	
	BOUNCE TOWN	BOUNCE SLIDE FOR BUNNY HOP	276.00	
	CHAMPION FENCING INC.	FENCING FOR WINE ON FOX	750.00	
	DOBSON, ERIC	LINCOLN DON'T LIE, WINE ON FOX	1,200.00	
	FEDEX	DELIVERY: CLIFBAR WAREHOUSE	70.12	
	FEDEX	DELIVERY: CLIFBAR WAREHOUSE	16.80	
	HUNECKE, ANDREA	THIRSTY BOOTS BAND, WINE ON FOX	1,000.00	
	MILLER, MATT	RED WOODY BAND, WINE ON FOX	1,200.00	
	MUSH MUSIC, LLC.	SOUND EQUIPMENT, WINE ON FOX	2,550.00	
	NATIONAL TICKET CO	WRISTBANDS, TASTING TICKETS	236.73	
	PETTY CASH-CORPORATE	CASH FOR WINE ON THE FOX	5,000.00	
	STURMON, JASON	JUNKYRD GROOVE, WINE ON FOX	2,000.00	
	THOMPSON, MELANIE	THOMPSON DUO, WINE ON FOX	800.00	
		Agency Fund:		<u>18,589.65</u>
Special Census Fund:				
	CALL ONE	PHONE SERVICE - FEB 2017	134.65	
		Special Census Fund:		<u>134.65</u>
Subdivision Escrow Fund:				
	GMX REAL ESTATE GROUP, LLC	REF ESCROW DEPOSIT: LOT 18	9,379.96	
	HR GREEN, INC.	ENGINEER-HUNT CLUB EAST	1,697.50	
	MAHONEY, SILVERMAN, & CROSS	LEGAL SERVICES - SPEEDWAY	68.75	
		Sub Escrow Fund:		<u>11,146.21</u>
TIF Fund:				
	ANCEL, GLINK, DIAMOND, BUSH	LEGAL - 59 S ADAMS ST	4,025.00	
	ANCEL, GLINK, DIAMOND, BUSH	LEGAL - TIF COUNCEL	1,181.25	
	CANNONBALL MECHANICAL	FLOW TEST, 59 S ADAMS	72.50	
	KANE, MCKENNA & ASSOCIATES INC	RESEARCH ANALYSIS/FEES-TIF	525.00	
		TIF Fund:		<u>5,803.75</u>
		Grand Total:		<u><u>888,793.46</u></u>

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: May 2, 2017

SUBJECT: Special Use for 1565 and 1567 US Highway 34, BJ's Shooting

ACTION REQUESTED:

Approve Ordinance Granting a Special Use Permit for an Amusement Establishment for BJ's Shooting located at 1565 and 1567 US Highway 34. (Second Read)

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the request with a Public Hearing on April 6, 2017 (staff report attached). The petitioner was present to answer questions during the public hearing. There was a discussion over the type of technology to be used, safety, noise impacts, maximum number of occupants, and a potential for customers to bring live weapons into the facility. The petitioner also distributed the proposed floor plan to the Commission to answer questions regarding the interior layout and specific uses of the rooms.

After discussion, a motion was made to accept the findings of fact and to recommend approval of the request for a Special Use Permit for an amusement establishment with the following condition: 1) Limit five (5) active participants per simulation room at any time, not including employees or spectators (approved with 4 ayes and 2 nays).

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
June 11, 2007	Village Board	Ordinance 07-89 - Final PUD for Lot 1 of the Oswego Commercial Center
March 3, 2009	Village Board	Ordinance 09-17 - First Amendment to PUD for Signage
April 21, 2009	Village Board	Ordinance 09-28 - Second Amendment to PUD for Signage
April 20, 2010	Village Board	Ordinance 10-32 - Special Use Permit for a Non-Emergency Ambulance Service
April 11, 2017	Village Board	Held First Read of the Ordinance Approving the Special Use Permit for an Amusement Establishment

DEPARTMENT: Community Development

SUBMITTED BY: Community Development Planner, Bethany Salmon

FISCAL IMPACT: Not Applicable

BACKGROUND:

The applicant is requesting a special use permit to allow for an amusement establishment in the B-3 Commercial Service and Wholesale District to allow for an indoor marksmanship simulation training geared toward entertainment and education. The virtual simulation training is similar to a "life-sized video game." No live ammunition or live weapons will be used. The proposed amusement establishment will occupy two (2) tenant spaces, located at 1565 and 1567 US Highway 34 / Route 34, in an existing multi-tenant commercial building. Amusement establishments are permitted with approval of a special use permit in B-3 Commercial Service and Wholesale District.

The business will generally be open 10am to 8pm. On Sunday, the hours of operation are from 10am to 6pm. The business will be closed on Monday. The estimated number of people per group party will be five (5) people per simulator room. The maximum number of people to occupy the business at one time is estimated to be thirty (30) people.

DISCUSSION:

The Village Board held the first reading of the ordinance approving the special use permit for an amusement facility on April 11th. At the meeting, the Board discussed the proposed use and suggested that the business apply a concealed carry restriction for the patrons to help prevent actual firearms from making their way into the simulation room and being confused with actual firearms. The petitioner's said they would consider the request.

The Chief of Police has met with the petitioners to discuss their proposal since the April 11th Village Board meeting. At the meeting, the petitioners have agreed to apply the conceal carry restriction to their business. The ordinance has been revised to include the condition restriction of the conceal carry.

RECOMMENDATION:

Staff is providing the Second Read of the Ordinance Granting a Special Use Permit for an amusement establishment at 1565 and 1567 US Highway 34 for BJ's Shooting and recommending approval.

ATTACHMENTS:

- Ordinance
- Exhibit A
- Exhibit B

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

ORDINANCE NO. 17 -- ____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN AMUSEMENT
ESTABLISHMENT LOCATED AT 1565 AND 1567 US HIGHWAY 34, IN THE VILLAGE OF
OSWEGO, KENDALL COUNTY, ILLINOIS**

(1565 and 1567 US Highway 34 – BJ's Shooting Special Use Permit)

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

This ____ day of _____, 2017

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 _____, 2017.

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN AMUSEMENT
ESTABLISHMENT LOCATED AT 1565 AND 1567 US HIGHWAY 34, IN THE VILLAGE OF
OSWEGO, KENDALL COUNTY, ILLINOIS**

(1565 and 1567 US Highway 34 – BJ’s Shooting Special Use Permit)

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, Bhairvi Brown has filed an application for a special use permit for an amusement establishment; and

WHEREAS, the subject property is commonly known as 1565 and 1567 US Highway 34, zoned B-3 Commercial Service and Wholesale District, and is currently improved with a multi-tenant building; and

WHEREAS, the Planning and Zoning Commission considered the request at a Public Hearing held on April 6, 2017, accepted the findings of fact and recommended approval; and

WHEREAS, this ordinance shall be recorded at Kendall County, Illinois.

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

Section 1: That the recitals set forth above are incorporated here by reference, and the application for a special use permit for an amusement establishment located at 1565 and 1567 US Highway 34 is approved subject to the following:

- 1) Limit five (5) active participants per simulation room at any time, not including employees or spectators.
- 2) Prohibit customers from carrying concealed firearms into the premises and post a sign indicating firearms are prohibited on the property in accordance with Illinois Firearm Concealed Carry Act (Public Act 98-63) (430 ILCS 66).

The property is legally described on *Exhibit "A"* indicated on a location map identified as *Exhibit "B"*.

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 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 ____, 2017.

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 ____, 2017.

GAIL E. JOHNSON, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)
AND WILL

SS

CLERK'S CERTIFICATE

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 GRANTING A SPECIAL USE PERMIT FOR AN AMUSEMENT ESTABLISHMENT LOCATED AT 1565 AND 1567 US HIGHWAY 34, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(1565 and 1567 US Highway 34 – BJ's Shooting Special Use Permit)

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the ____ day of _____, 2017, approved by the Village President on the ____ day of ____ 2017 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 _____, 2017.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Exhibit A

Legal Description

PARCEL 1:

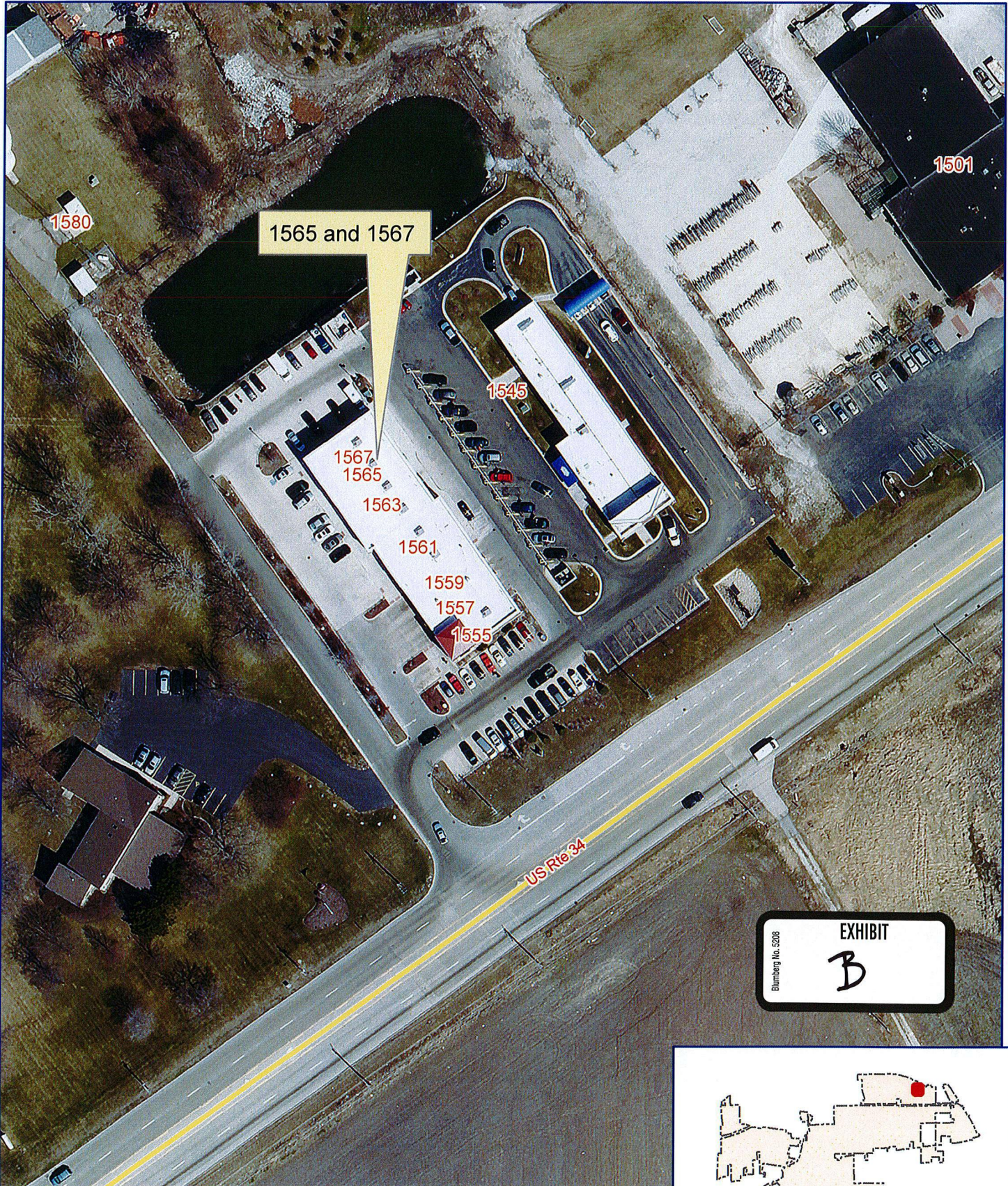
LOT 1 IN THE RESUBDIVISION OF LOT 1 IN KENDALL POINT BUSINESS CENTER UNIT NO.3 IN KENDALL COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 200700010225.

PARCEL 2:

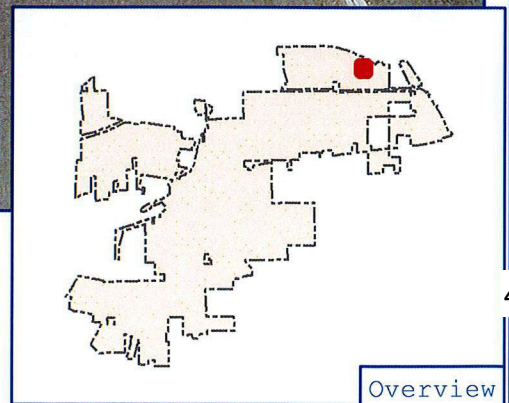
NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER AND UPON LOT 1 LYING SOUTHWEST ADJOINING. AS GRANTED IN THE CROSS EASEMENT AGREEMENT RECORDED AS DOCUMENT 200700013622.

DRAFT

1565 & 1567 US Route 34



Blumberg No. 6208
EXHIBIT
B



Date Printed: 4/5/2017



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 property dimensions. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by the Village of Oswego or its employees. This work is protected by the United States Copyright Act of 1976 (17 U.S.C. Sec 101 et seq). You are not permitted to use and/or reproduce any part of a copyrighted work of the Village of Oswego in 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

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: May 2, 2017

SUBJECT: Sponsorship Policy

ACTION REQUESTED:

Approval of the Sponsorship Policy

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
2/7/17	Committee of the Whole	Community Relations and Event Analysis Discussion
4/11/17	Committee of the Whole	Village Board discussion and recommendations.

DEPARTMENT: Community Relations

SUBMITTED BY: Michele Brown, Community Relations Manager

FISCAL IMPACT:

N/A

BACKGROUND:

At the April 11th Village Board Meeting, Staff presented the Draft Sponsorship Policy to the Village Board which was a result of the Community Relations Department and Event Analysis discussion which took place in February.

DISCUSSION:

The Sponsorship Policy has been revised based on the comments and direction of the Village Board. The purpose of the policy is to provide specific guidelines for developing and managing sponsorships for Village facilities, events, programs and services. Staff will work with potential sponsors to find a suitable fit that meets the needs of the Village and the potential sponsor. The

Village Board will approve all sponsorships related to naming rights and sponsorships that exceed \$20,000

RECOMMENDATION:

Draft Sponsorship Policy discussion and Village Board concurrence of the Sponsorship Policy.

ATTACHMENTS:

Resolution

Draft Sponsorship Policy

RESOLUTION NO. 17 - R - __

**A RESOLUTION APPROVING THE SPONSORSHIP POLICY FOR THE
VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

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 approve the policy substantially in the form attached hereto marked as “Exhibit A”.

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 APPROVAL OF THE SPONSORSHIP POLICY

The Village President and Village Board of Trustees hereby approve the sponsorship policy for the Village of Oswego substantially in the form attached as “Exhibit A.”

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 2nd day of May 2017.

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 2nd day of May 2017.

GAIL E. JOHNSON, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTIES OF KENDALL)
AND WILL

SS

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 APPROVING THE SPONSORSHIP POLICY FOR THE VILLAGE OF
OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 2nd day of May 2017, and thereafter approved by the Village President on the 2nd day of May 2017.

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 May 2017.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Village of Oswego Sponsorship Policy

The purpose of the policy is to provide specific guidelines for developing and managing sponsorships for Village facilities, events, programs and services.

All proposed sponsorship relationships will be considered on an individual, case-by-case basis. Sponsors may be required to enter into an agreement with the Village that establishes terms and obligations for the sponsorship. The following criterion forms the basis of the Village's consideration when establishing sponsorship relationships:

1. The sponsorship shall not create a conflict of interest for the Village.
2. The potential sponsor cannot be actively in the process of seeking or receiving a new or additional license, permit, grant, or benefit from the Village.
3. The sponsorship shall not, in any way, invoke future consideration, influence, or perception of influence in the day-to-day operations of the Village.
4. Ineligible sponsorships include, but are not limited to any potential sponsor whose primary products or services are substantially derived from the sale of anything deemed inappropriate or sexually explicit.
5. The Village of Oswego shall not grant the sponsor favor, advantage, or benefit, beyond that which is laid out in the sponsorship agreement, in exchange for the establishment of the sponsorship.
6. The Village will not allow advertising, either directly or through third party arrangements, which present demeaning or derogatory portrayals of individuals or groups or contain anything, which, in light of generally prevailing community standards, is likely to cause deep or widespread offense.
7. The Village Board will approve all sponsorships related to naming rights.
8. The Village Board will approve all sponsorships that exceed \$20,000.
9. The Village retains the right to accept or reject any sponsorship submitted for approval.

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: May 2, 2017

SUBJECT: Grant of Public Utility Easement

ACTION REQUESTED:

Approval of a Resolution Granting a Public Utility Easement at 3355 Woolley Road (Lot 1-Hummel Trails P.D. Subdivision)

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
5/9/2005	Village Board	Approved Ordinance No. 05-57 Authorizing Execution of an Annexation Agreement for Wiseman Hughes Enterprises – Ashcroft Place Units 2 and 3
March 15, 2016	Village Board	Approved Ordinance 16-17 Authorizing the Execution of an Agreement Between REO Funding Solutions V., Inc. and the Village of Oswego for the Acquisition of Land for the Development of a Police Facility in the Hummel Trails Development
April 11, 2017	Village Board	Approved Resolution No. 17-R-38 authorizing a Development Agreement with Development Solutions AP, LLC, a Delaware limited liability company for improvements to Woolley Road;
April 11, 2017	Village Board	Approved Resolution No. 17-R-39 authorizing the execution of a contract with Commonwealth Edison to bury overhead electric lines along Woolley Road in the Amount of \$206,908.88. Resolution No. 17-R-39

DEPARTMENT: Public Works

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

FISCAL IMPACT:

None

BACKGROUND:

The developer of the Ashcroft Place Unit 3 is required to widen Woolley Road and cause the overhead utility lines to be buried. Commonwealth Edison required the buried lines be placed in an easement. Given the relatively narrow right-of-way and available space on the property, staff believes that there is sufficient room to bury the Commonwealth Edison lines along the frontage of the police station.

DISCUSSION:

The Village will grant a 10' easement parallel to the south property line at Woolley Road. The easement widens out at the west end to accommodate ComEd's switchgear. The switchgear is an above ground box that contains circuit breakers to control the load and protect the system.

ComEd is scheduled to commence construction on or about June 12.

RECOMMENDATION:

Staff recommends granting the easement. .

ATTACHMENTS:

- 17-r-__ dedication of utility easement to comed.docx
- Exhibit A – Plat of Easement Grant

x:\publicworks\capital\woolley road widening at police station\jh050217.pbot grant of easement.docx

RESOLUTION NO. 17 - R - __

**RESOLUTION GRANTING A PUBLIC UTILITY EASEMENT AT 3355 WOOLLEY ROAD
(Lot 1 - Hummel Trail P.D. Subdivision)**

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 Village of Oswego is the owner of Lot 1 of the Hummel Trail P.D. Subdivision; and

WHEREAS, the Village of Oswego approved Resolution No. 17-R-38 on April 11, 2017 authorizing a Development Agreement with Development Solutions AP, LLC, a Delaware limited liability company for improvements to Woolley Road; and

WHEREAS, the Development Agreement contemplates the widening and reconstruction of Woolley Road adjacent to 3355 Woolley Road; and

WHEREAS, in order to accomplish the widening of Woolley Road, Commonwealth Edison must relocate and bury its overhead conductors; and

WHEREAS, it is in the best interest of the Village of Oswego to grant a Public Utility Easement to allow Commonwealth Edison and other utilities to place facilities on 3355 Woolley Road.

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. ACCEPTANCE OF GRANT OF EASEMENT

The Village hereby grants a Public Utility Easement substantially in the form attached hereto marked Exhibit "A". The Village Clerk is hereby authorized to record said Plat of Easement with the Kendall County Recorder.

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 ___ 2017.

RYAN KAUFFMAN _____ JUDY SOLLINGER _____

KARIN MCCARTHY-LANGE _____ SCOTT VOLPE _____

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 ____ 2017.

GAIL E. JOHNSON, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

x:\publicworks\capital\woolley road widening at police station\17-r-__ dedication of utility easement.docx

STATE OF ILLINOIS)
)
COUNTIES OF KENDALL)
AND WILL

SS

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 GRANTING A PUBLIC UTILITY EASEMENT AT 3355 WOOLLEY ROAD
(Lot 1 - Hummel Trail P.D. Subdivision)**

which Resolution was duly adopted by said Board of Trustees at a special meeting held on the ____ day of _____, 2017, and thereafter approved by the Village President on the ____ day of _____, 2017.

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 _____, 2017.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF KENDALL)

THIS IS TO CERTIFY THAT THE VILLAGE OF OSWEGO IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND DOES WILLINGLY ACCEPT AND APPROVE THE GRANT OF EASEMENT AS DESCRIBED HEREON.

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

VILLAGE OF OSWEGO
100 PARKERS MILL
OSWEGO, IL 60543

BY: _____

TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF KENDALL)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY(HE/SHE) SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR(HIS/HER) OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
SBC TELEPHONE COMPANY, GRANTEEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED 'EASEMENT', 'UTILITY EASEMENT', 'PUBLIC UTILITY EASEMENT', 'P.U.E.' (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS 'COMMON ELEMENTS', AND THE PROPERTY DESIGNATED ON THE PLAT AS 'COMMON AREA OR AREAS', AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED 'EASEMENT', 'UTILITY EASEMENT', 'PUBLIC UTILITY EASEMENT', 'P.U.E.' (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM 'COMMON ELEMENTS' SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE 'CONDOMINIUM PROPERTY ACT', CHAPTER 765 ILCS 605/2(c), AS AMENDED FROM TIME TO TIME.

THE TERM 'COMMON AREA OR AREAS' IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS 'OUTLOTS', 'COMMON ELEMENTS', 'OPEN SPACE', 'OPEN AREA', 'COMMON GROUND', 'PARKING' AND 'COMMON AREA'. THE TERM 'COMMON AREA OR AREAS', AND 'COMMON ELEMENTS' INCLUDE REAL PROPERTY SURFACES WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
 SS.
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT THIS PLAT OF EASEMENT WAS PREPARED UNDER MY DIRECTION.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 2017.

PETER A. BLAESER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2018
PROFESSIONAL DESIGN FIRM LICENSE NO. 184--002937
EXPIRATION DATE IS APRIL 30, 2017

PLAT OF EASEMENT GRANT

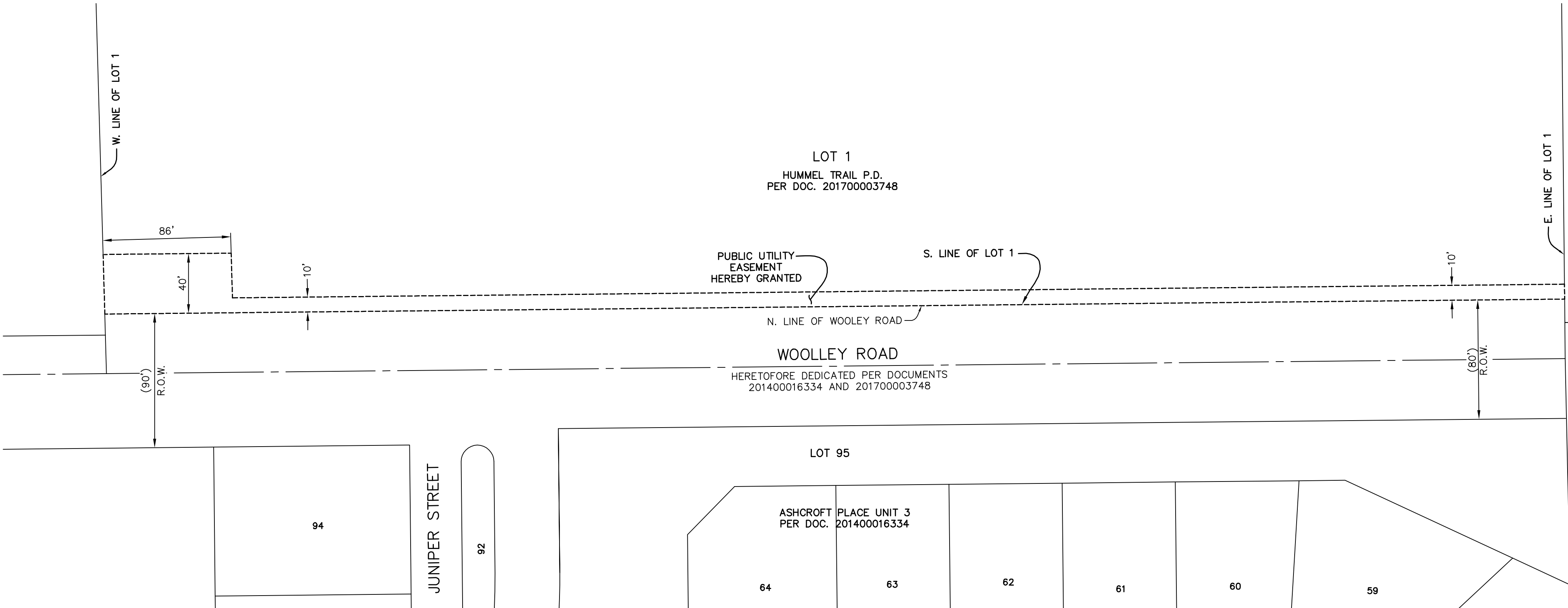
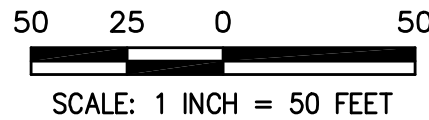
PART OF LOT 1 IN HUMMEL TRAIL P.D., BEING PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 2017 AS DOCUMENT 201700003748, IN KENDALL COUNTY, ILLINOIS.

PARCEL INDEX NO.

03--21--200--008

: THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:		
_____ (PRINT NAME)		
_____ (ADDRESS)		
_____ (CITY/TOWN)	_____ (STATE)	_____ (ZIP CODE)

LEGEND	
_____	- ADJACENT LOT LINE/PROPERTY LINE (Light Solid Line)
-----	- PROPOSED EASEMENT LINE/LIMITS OF EASEMENT (Heavy Short Dashed Lines)



EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN HUMMEL TRAIL P.D., BEING PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 2017 AS DOCUMENT 201700003748, DESCRIBED AS FOLLOWS:
THE SOUTH 40 FEET OF THE WEST 86 FEET OF SAID LOT 1 AND THE SOUTH 10 FEET EXCEPT THE WEST 86 FEET OF SAID LOT 1, IN KENDALL COUNTY, ILLINOIS

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
 SS
COUNTY OF KENDALL)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KENDALL COUNTY, AFORESAID ON THE ____ DAY OF _____ A.D., 20____, AT ____ O'CLOCK, ____ M.

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

KENDALL COUNTY RECORDER



PREPARED BY:
CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 904184 FILE NAME: PLAT OF EASEMENT
DRAWN BY: AJB FLD. BK. / PG. NO.: B47/69-73
COMPLETION DATE: 04/19/17 JOB NO.: 904.184
PROJECT REFERENCE: 265.005,709.003/004, 904.169,903.800

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: May 2, 2017

SUBJECT: Police Headquarters Bids – Bid Package 2

ACTION REQUESTED:

Resolution authorizing Gilbane Building Company to award a contract for construction work at the new Oswego Police Headquarters for Masonry Systems work to A.L.L. Masonry Construction Company in the amount of \$1,500,775.00.

BOARD/COMMISSION REVIEW:

The Oswego Planning Commission approved the PUD for the new Oswego Police Headquarters on December 8, 2016. The Oswego Village Board approved the PUD for the new Oswego Police Headquarters on January 4, 2017.

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
4/19/2016	Regular Meeting	The Village Board approved the issuance of bonds to fund the design and construction of the new Oswego police headquarters.
1/3/2017	Regular Meeting	The Village Board approved the Final PUD for the new Police Headquarters.
3/21/17	Regular Meeting	The Village Board authorized Gilbane Building Company to award contracts for Bid Release #1.
4/11/17	Regular Meeting	The Village Board authorized Gilbane Building Company to award contracts for Bid Release #2 (Structural Steel and Elevators)

DEPARTMENT: Police

SUBMITTED BY: Jeff Burgner, Chief of Police

FISCAL IMPACT:

The Bid Package #2- Masonry Systems work awarded contracts will be funded from bonds issued for the construction of the new police headquarters.

BACKGROUND:

The Village Board and Staff have been completing design work on the new Oswego Police Headquarters since June of 2016. The bidding strategy to construct the new police facility includes a three phase bidding process in order to complete the project with a compressed schedule to potentially reduce overall cost as well as provide a mechanism to monitor construction costs. As design work has been conducted, Gilbane Building Company has provided estimates in real time as well as at the conclusion of the Schematic Design, Design Development and Construction Documents phases. This has allowed staff to monitor the budget and adjust accordingly when required to maintain the integrity of the overall project budget total.

DISCUSSION:

Bids were opened on April 4, 2017 for Masonry Systems for the new police facility. The low responsible bid for construction (masonry systems) totaled \$1,500,775 which is \$137,660 (10%) higher than the Construction Document estimate of \$1,363,115. The Development Team is in the process of furthering our value analysis strategies to mitigate the difference between the Construction Document estimate and the bid results.

The construction manager thoroughly reviewed all bids and conducted an interview with the lowest bidder MPZ Masonry Inc. During the course of the interview it was determined by admission from MPZ Masonry Inc. personnel that they failed to bid a significant portion of the project in error. MPZ Masonry Inc. has indicated in writing to the Village that they are unable to perform the contract for this bid package that they submitted due to this error. Gilbane Building Company has recommended awarding the bid to the next lowest bidder as described in this memorandum. The bid results are listed below (lowest responsible bidder is bold):

<u>Masonry Systems</u>	<u>Bid Amount</u>
MPZ Masonry, Inc.	\$1,230,000.00 (Unable to perform contract)
Midwest Masonry, Inc.	\$1,728,000.00
A.L.L. Masonry Construction Company	\$1,500,775.00
Mastership Construction Co. Inc.	\$1,523,000.00
Ramcorp, Inc.	\$1,522,800.00
A-ONE Group LTD	\$1,658,000.00
Jimmy'Z Masonry Corp.	\$1,607,400.00
A. Horn Inc.	\$1,649,600.00

RECOMMENDATION:

Staff recommends that the Village Board authorize Gilbane Building Company to award a contract for construction work at the new Oswego Police Headquarters for Masonry Systems work to A.L.L. Masonry Construction Company in the amount of \$1,500,775.00.

ATTACHMENTS:

- Resolution
- Exhibit A
 - o Gilbane Building Company Recommendation to Award Bids Letter
 - o Gilbane Building Company Bid Comparison Form

RESOLUTION NO. 17 - R - ____

**RESOLUTION AUTHORIZING GILBANE BUILDING COMPANY TO AWARD A
CONTRACT FOR CONSTRUCTION OF THE NEW POLICE HEADQUARTERS FOR
MASONRY SYSTEMS TO A.L.L. MASONRY CONSTRUCTION COMPANY IN THE
AMOUNT OF \$1,500,775.00.**

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

WHEREAS, in an interest to better serve the public safety needs of the community, the Village of Oswego is constructing a new police headquarters; and

WHEREAS, the Village of Oswego has issued Bid Release #2 for masonry systems and received bids for such work ; and

WHEREAS, it is in the best interest of the Village of Oswego to authorize Gilbane Building Company to award contracts to A.L.L. Masonry Construction Company for construction of the new police headquarters in conformance with the recommendation attached hereto marked as “Exhibit A”.

**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 GILBANE BUILDING COMPANY IN THE AWARDING OF BID
CONTRACTS FOR THE NEW POLICE HEADQUARTERS**

The Village President and Village Board of Trustees are hereby authorizing and directing Gilbane Building Company to award contracts for Masonry Systems work to A.L.L. Masonry Construction Company in the amount of \$1,500,775.00, in conformance with the recommendation attached as “Exhibit A.”

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 2nd day of May, 2017.

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 2nd day of May, 2017.

GAIL E. JOHNSON, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

DRAFT

STATE OF ILLINOIS)
)
COUNTIES OF KENDALL)
AND WILL

SS

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:

**RESOLUTION AUTHORIZING GILBANE BUILDING COMPANY TO AWARD A
CONTRACT FOR CONSTRUCTION OF THE NEW POLICE HEADQUARTERS FOR
MASONRY SYSTEMS TO A.L.L. MASONRY CONSTRUCTION COMPANY IN THE
AMOUNT OF \$1,500,775.00.**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 2nd day of May, 2017, and thereafter approved by the Village President on the 2nd day of May, 2017.

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 _____ 2017.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

EXHIBIT A



8550 West Bryn Mawr Avenue
Suite #500
Chicago, Illinois 60631
Telephone 773-695-3500
Facsimile 773 695-3587

April, 25, 2017

Dan Di Santo
Village Administrator
100 Parkers Mill
Oswego, IL. 60543

Reference: Village of Oswego
Oswego New Police Headquarters
3355 Woolley Road
Oswego, IL 60543
Job # J07223

Subject: Recommendation to Award Bids

Dear Mr. Di Santo,

Based on the bids received for Bid Release 2, we recommend awarding contracts to the following firms for the Oswego Police Station Headquarters.

<u>Bid Package</u>	<u>Description, Firm, and No. of Bids Received</u>	<u>Base Bid</u>
04A	Masonry structures – All Masonry Construction Company	\$ 1,500,775
Total Recommended award		\$ 1,500,775

With respect to these bid packages, we have reviewed the bids with each firm and confirmed that they appear to understand the scope of work, schedule, and requirements of the project. Each firm was pre-qualified for this work and has successfully completed similar work on other projects. We recommend approval of their bids as the lowest responsible bids.

A full copy of the bid tabulations from the 04/04/17 bid opening is attached for your information.

The following alternates were included in the bids and may be accepted by the Village. The values below reflect the amounts included in Bid Packages 04A.

No.	Description	Alternate Price
1.	Add Covered Parking Structure	\$73,000.00

Please indicate the Village of Oswego's Village Board approval of the above by signing below and return a copy to our office. If you have any questions, please do not hesitate to call.

Sincerely,
GILBANE BUILDING COMPANY

Approved:
Village of Oswego

Stephanie A. Mueller
Chief Purchasing Agent

Date: _____



Oswego New Police Headquarters
RTA – Design Release 2
April 25, 2017

cc: Tom Leonard – Gilbane
Ernest Spina - Gilbane
Jason Perkunas – Gilbane
Larry Hlavacek – HOK

Please indicate if you wish to accept, reject or hold the prices for these alternates.

No.	Description	Accept	Reject	Hold
1.	Add Covered Parking Structure	_____	_____	_____

Bid Comparison Form



Job/Sub Job: 13-7223 Project: **OSWEGO POLICE HEADQUARTERS** Completed By: Ernest Spina Date: 4/4/2017

Bid Package No./Rel.
04A

Description of Package: Masonry Systems
Bid proposal: \$

Firms Submitting Bids

1 MPZ Masonry, Inc 2 Midwest Masonry, Inc 3 A.L.L. Masonry Construction Company
4 Mastership Construction Co., Inc 5 Ramcorp, Inc 6 A-ONE Group LTD

Bid Details	1	2	3	4	5	6
10 % Bid Bond:	X	X	X	X	X	X
Supplement 1 dated 03/22/2017	X	X	X	X	X	X
Supplement 2 dated 03/24/2017	X	X	X	X	X	X
Supplement 3 dated 03/28/2017	X	X	X	X	X	X
Supplement 4 dated 03/30/2017	X	X	X	X	X	X
BASE BID	\$1,230,000	\$1,728,000	\$1,500,775	\$1,523,000	\$1,522,800	\$1,658,000
Alternates:						
Alternate 1: Omit the Elevator pit	(\$13,500)	(\$19,000)	(\$16,750)	(\$17,500)	(\$29,000)	(\$21,000)
Alternate 2: Add the parking structure footing and foundation walls.	\$82,000	\$89,000	\$73,000	\$72,500	\$82,830	\$85,000
Base Bid Ranking:	1	8	2	4	3	7

Bid Comparison Form



Job/Sub Job: 13-7223 Project: **OSWEGO POLICE HEADQUARTERS** Completed By: Ernest Spina Date: 4/4/2017

Bid Package No./Rel.
04A

Description of Package: Masonry Systems
Bid proposal: \$

Firms Submitting Bids

7 Jimmy'Z Masonry Corp

8 A. Horn Inc.

9

10

11

12

Bid Details	1	2	3	4	5	6
10 % Bid Bond:	X	X				
Supplement 1 dated 03/22/2017	X	X				
Supplement 2 dated 03/24/2017	X	X				
Supplement 3 dated 03/28/2017	X	X				
Supplement 4 dated 03/30/2017	X	X				
BASE BID	\$1,607,400	\$1,649,600				
Alternates:						
Alternate 1: Omit the Elevator pit	(\$17,800)	(\$24,200)				
Alterante 2: Add the parking structure footing and foundation walls.	\$114,800	\$86,800				
Base Bid Ranking:	5	6				

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: May 2, 2017

SUBJECT: Main Street/Washington Street Redevelopment Plan and TIF

ACTION REQUESTED:

Approve the Ordinance Removing Certain Properties From The Main Street/Washington Street Redevelopment Project Area.

BOARD/COMMISSION REVIEW:

Not Applicable

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
8/18/2015	Village Board Committee of the Whole Meeting	TIF Study discussed
9/1/2015	Village Board Meeting	Consultant hired to conduct a TIF eligibility study
4/5/2016	Village Board Meeting	Established Interested Parties List
5/17/2016	Village Board Meeting	Resolution to conduct a public meeting
6/7/2016	Village Board Meeting	Ordinance proposing the Redevelopment Plan, Convening the Joint Review Board, and Establishing the date of the Public Hearing
8/16/2016	Village Board Meeting	Conducted the Public Hearing on the proposed TIF District
9/6/2016	Village Board Meeting	Approved Ordinances approving the redevelopment plan, designating the project area, and adopting the tax increment allocation financing

DEPARTMENT: Community Development

SUBMITTED BY: Community Development Director Rod Zenner

FISCAL IMPACT:

Not Applicable

BACKGROUND:

Tax Increment Financing, or TIF, is a tool state lawmakers gave local governments more than 20 years ago to help local governments restore areas going through economic change or jumpstart economically sluggish parts of a community. With this tool, financially strapped local governments can make the improvements they need, like new roads or new sewers, to attract businesses or help existing businesses expand, without tapping into general funds or raising taxes.

In September 2016, the Village created the Main Street/Washington Street Redevelopment Plan and TIF District to take advantage of the benefits of a TIF District to fund necessary improvements and to encourage redevelopment in the downtown area.

DISCUSSION:

After adopting the ordinances necessary to create the Main Street/Water Street Redevelopment Plan and TIF District, the village sent the ordinances to the County as required by law. In working with the County, it was determined that there were a group of parcels that did not qualify to be included in the redevelopment plan, including parcels located outside the corporate boundary of the Village of Oswego. These parcels included the islands within the Fox River and approximately 4 parcels along Route 31 (indicated on the attached map in green).

The statute allows the Village to amend the boundary to address these parcels through the attached ordinance. Removing these parcels will not adversely impact the eligibility factors relied upon in establishing the Main Street/Washington Street redevelopment Project Area or the Redevelopment Plan.

RECOMMENDATION:

Staff recommends the Village Board adopt the Ordinance Removing Certain Property From the Main Street/Washington Street Redevelopment Project Area (waiving second read).

ATTACHMENTS:

Map

Ordinance

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

ORDINANCE NO. 17 --

**AN ORDINANCE REMOVING CERTAIN PROPERTY FROM THE
MAIN STREET / WASHINGTON STREET REDEVELOPMENT PROJECT AREA**

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

This ____ day of _____, 2017

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

Published in pamphlet form by the authority of the President
and Board of Trustees of the Village of Oswego on _____, 2017
by Authority of the Board of Trustees

ORDINANCE NO. 17 -- ____

**AN ORDINANCE REMOVING CERTAIN PROPERTY FROM THE
MAIN STREET / WASHINGTON STREET REDEVELOPMENT PROJECT AREA**

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

WHEREAS, the Code (65 ILCS 5/11-74.4-1, *et seq.*) authorizes the Village to use tax increment financing to fund specified improvements located within redevelopment project areas; and

WHEREAS, on September 6, 2016, the Village Board of Oswego passed: 1) Ordinance Number 16-52, An Ordinance Approving a Redevelopment Plan and Project for Main Street/Washington Street Redevelopment Project Area; 2) Ordinance Number 16-53, An Ordinance Designating the Main Street/Washington Street Redevelopment Project Area Pursuant to the Tax Increment Redevelopment Act; and 3) Ordinance Number 16-54, an Ordinance Adopting Tax Increment Allocation Financing for the Main Street/Washington Street Redevelopment Project Area (collectively, the “Ordinances”); and

WHEREAS, the boundaries of the Main Street/Washington Street Redevelopment Project Area established by the Ordinances are described on Exhibit A and depicted on Exhibit B (collectively, the “RPA”); and

WHEREAS, on or about September 21, 2016, the Village delivered certified copies of the Ordinances to the Kendall County Clerk as required by the Code; and

WHEREAS, the Kendall County Clerk reviewed the Ordinances and identified several properties within the RPA that are not located within the Village’s corporate limits or otherwise ineligible for inclusion within the RPA; and

WHEREAS, a list of parcels identified by Kendall County for removal from the RPA is attached as Exhibit C (the “Deleted Parcels”); and

WHEREAS, a revised RPA legal description excluding the Deleted Parcels is attached as Exhibit D, and a revised RPA map excluding the Deleted Parcels is attached as Exhibit E; and

WHEREAS, removing the Deleted Parcels from the RPA will not adversely impact the eligibility factors relied upon by the Village in establishing the Main Street/Washington Street Redevelopment Project Area as a tax increment financing district pursuant to the Code; and

WHEREAS, removing the Deleted Parcels from the RPA will not adversely impact the Redevelopment Plan or redevelopment within the Main Street/Washington Street Redevelopment Project Area; and

WHEREAS, the Code (65 ILCS 5/11-74.4-5(c)) authorizes amendments to the Main Street/Washington Street Redevelopment Project Area that do not 1) add additional parcels of property to the proposed redevelopment project area, 2) substantially affect the general land uses proposed in the redevelopment plan, 3) substantially change the nature of the redevelopment project, 4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than five percent (5%) after adjustment for inflation from the date the redevelopment plan was adopted, 5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or 6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than ten (10), without need for further hearing, provided the Village gives certain notice of any such amendments within ten (10) days following the adoption of the Ordinance approving any such amendment; and

WHEREAS, the President and Board of Trustees find that the Deleted Parcels may be removed from the RPA based on the Village's compliance with the statutory criteria set forth in the preceding recital;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of Oswego, Kendall and Will Counties, Illinois, **THAT**:

SECTION 1: RECITALS. The foregoing recitals are incorporated as though fully set forth in this Section 1.

SECTION 2: ORDINANCES AMENDED. Ordinance Numbers 16-52, 16-53, and 16-54 are amended to: 1) delete the parcels set forth in Exhibit C from the RPA; 2) replace the RPA legal description with the legal description attached as Exhibit D; and 3) replace the RPA map with the map attached as Exhibit E.

SECTION 3: NOTIFICATION AUTHORIZED. As required by the Code (65 ILCS 5/11-74.4-5(c)), within ten (10) days of the adoption and approval of this Ordinance, the Village Clerk is authorized and directed to: 1) publish this Ordinance in the Oswego Ledger; and 2) send a copy of this Ordinance by certified mail, return receipt requested, to: i) the Joint Review Board's Public Member; ii) the Illinois Department of Commerce and Economic Opportunity; iii) to each taxing district that is affected by the Main Street/Washington Street Redevelopment Project Area; and iv) to each person or entity identified in the Village's TIF Interested Parties Registry.

SECTION 4: FILING AUTHORIZED. The Village Clerk shall file a certified copy of this Ordinance with the Kendall County Clerk.

SECTION 5: INVALIDITY OF ANY SECTION. If any section, paragraph, or provision of this Ordinance is held invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph, or provision will not affect any of the remaining provisions of this Ordinance.

SECTION 6: SUPERSEDER. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict.

SECTION 7: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage, approval and publication in the manner required by law.

PASSED AND ADOPTED by the President and Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, this ____ day of _____, 2017

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

APPROVED by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois, this ____ day of _____, 2017

GAIL E. JOHNSON, VILLAGE PRESIDENT

ATTEST:

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will Counties, Illinois (the “**Village**”), and that as such official I am the keeper of the records and files of the President and Village Board of the Village (the “**Corporate Authorities**”).

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the ____ day of _____, 2017, insofar as same relates to the adoption of an ordinance entitled:

**AN ORDINANCE REMOVING CERTAIN PROPERTY FROM THE
MAIN STREET / WASHINGTON STREET REDEVELOPMENT PROJECT AREA**

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

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting; that said agenda described or made specific reference to said ordinance; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village, this ____ day of _____, 2017.

Village Clerk

(SEAL)

4814-9521-3363, v. 1

EXHIBIT A

REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION APPROVED BY THE ORDINANCES

THAT PART OF SECTION 17, THE EAST HALF OF SECTION 18 AND THE NORTH HALF OF SECTION 20 IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 31 (AS WIDENED PER RIGHT-OF-WAY PLAT RECORDED AUGUST 6, 2004 AS DOCUMENT NO. 200400021964) AND THE NORTHWESTERLY EXTENSION OF THE SOUTHERLY LINE OF HERREN'S RIVERVIEW ADDITION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 27, 1925 IN PLAT BOOK 11, PAGES 37 AND 38; THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY EXTENSION, SAID SOUTHERLY LINE AND SOUTHEASTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY BANK OF THE FOX RIVER; THENCE SOUTHEASTERLY ALONG A LINE TO THE NORTHWESTERLY CORNER OF LOT 6 IN REGENCY ESTATES, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1978 AS DOCUMENT NO. 78-7162, SAID NORTHWESTERLY CORNER ALSO BEING A POINT ON THE EASTERLY BANK OF THE FOX RIVER; THENCE SOUTHWESTERLY ALONG SAID EASTERLY BANK TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF LOT 1 IN PARKES ADDITION TO THE VILLAGE OF OSWEGO, BEING A SUBDIVISION IN THE WEST HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1856 IN DEED BOOK "R", PAGE 132; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID SOUTHEASTERLY CORNER ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 25 (A.K.A. MADISON STREET); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 1 IN LOUCK'S ADDITION TO PARKES ADDITION TO THE VILLAGE OF OSWEGO, BEING A SUBDIVISION IN THE WEST HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1857 IN DEED BOOK "T", PAGE 177; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1, 15.56 FEET AS PER WARRANTY DEED RECORDED JULY 8, 2002 AS DOCUMENT NO. 200200015623 TO A POINT ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DOCUMENT NO. 200200015623; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE 167.88 FEET (PER SAID DOCUMENT NO. 200200015623) TO A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN

SAID DOCUMENT NO. 200200015623; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 154.65 FEET (PER SAID DOCUMENT NO. 200200015623) TO A POINT ON THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID DOCUMENT NO. 200200015623; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 25 (AND AS WIDENED PER RIGHT-OF-WAY PLAT RECORDED JUNE 13, 2008 AS DOCUMENT NO. 200800014476); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 8 IN JOHNSTON'S THIRD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST AND SOUTHWEST QUARTER OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1954 AS DOCUMENT NO. 108684; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION TO THE NORTHWESTERLY CORNER OF SAID LOT 8, SAID NORTHWESTERLY CORNER BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 25; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 34 (A.K.A. CHICAGO ROAD); THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF JACKSON PLACE; THENCE SOUTHERLY ALONG SAID NORTHWESTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 12 IN BLOCK 10 IN PARKES ADDITION TO OSWEGO, BEING A SUBDIVISION IN THE SOUTH HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 30, 1904 IN PLAT BOOK 5, PAGE 14; THENCE SOUTHWESTERLY ALONG A LINE TO THE NORTHEASTERLY CORNER OF LOT 2 IN BLOCK 1 IN LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO, BEING A SUBDIVISION IN THE SOUTH HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 1846 IN DEED BOOK "D", PAGE 17; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES OF SAID LOT 2 AND LOT 3 IN SAID BLOCK 1 AND ALONG THE SOUTHWESTERLY EXTENSION THEREOF TO THE NORTHEASTERLY CORNER OF LOT 6 IN SAID BLOCK 1; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES OF SAID LOT 6 AND 7 IN SAID BLOCK 1 AND ALONG THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MONROE STREET; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHWESTERLY LINE OF LOT 13 IN BLOCK 2 OF SAID LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO, SAID POINT BEING 105 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 13 AS MEASURED ON SAID NORTHWESTERLY LINE; THENCE SOUTHEASTERLY ALONG A LINE TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 13, SAID POINT BEING 141.50 FEET WESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 13 AS MEASURED ALONG SAID SOUTHERLY LINE; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE NORTHEASTERLY CORNER OF LOT 11 IN SAID BLOCK 2; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 11

TO A POINT ON THE CENTER LINE OF THE 16.5 FOOT VACATED ALLEY IN SAID BLOCK 2; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 5 IN SAID BLOCK 2; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION AND NORTHERLY LINE TO A POINT ON THE WESTERLY LINE OF THE NORTHEASTERLY 118 FEET OF SAID LOT 5; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE AND SOUTHEASTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE ASHLAND STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE CENTER LINE OF THE 16.5 FOOT VACATED ALLEY IN BLOCK 3 OF SAID LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE NORTHEASTERLY CORNER OF LOT 10 IN SAID BLOCK 3 IN LOUCK'S ADDITION TO LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO, BEING A SUBDIVISION IN SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1857 IN DEED BOOK "R", PAGE 426; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINES OF SAID LOT 10 AND LOT 11 IN SAID BLOCK 3 TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE SOUTHEASTERLY ALONG A LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET, SAID POINT BEING 264 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF POLK STREET AS MEASURED ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTHEASTERLY ALONG A LINE BEING PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON A LINE BEING 132 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE 462 FEET TO A POINT ON A LINE BEING PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE SOUTHEASTERLY ALONG SAID PERPENDICULAR LINE TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 AS WIDENED PER DOCUMENT NO. 20140002923, RECORDED MARCH 4, 2014; THENCE SOUTHEASTERLY ALONG A LINE BEING PERPENDICULAR TO SAID NORTHWESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 AS WIDENED PER SAID DOCUMENT NO. 20140002923; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF CALUMET STREET; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WILMETTE AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET (A.K.A. PLAINFIELD ROAD); THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE A POINT ON THE SOUTHERLY LINE OF LOT 13 IN DYGERT'S ADDITION TO OSWEGO, BEING A SUBDIVISION THE SOUTHWEST QUARTER OF SAID SECTION 17 AND THE

NORTHWEST QUARTER OF SAID SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1857 IN DEED BOOK "R", PAGE 427; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID LOT 13 TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 13 AND ALONG THE WESTERLY LINES OF LOTS 12, 11 AND 10 IN SAID DYGERT'S ADDITION TO OSWEGO AND ALONG THE NORTHWESTERLY EXTENSION OF SAID WESTERLY LINE OF LOT 10 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF FARO COURT; THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE 16.5 FOOT PUBLIC ALLEY IN BLOCK 4 OF SAID LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ASHLAND STREET; THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND NORTHEASTERLY EXTENSION THEREOF TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF VAN BUREN STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 6 OF SAID LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO; THENCE NORTHWESTERLY ALONG A LINE TO THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 9 OF THE VILLAGE OF OSWEGO, BEING A SUBDIVISION THE WEST HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1842 IN DEED BOOK "A", PAGE 284 AND 285, SAID NORTHEASTERLY CORNER ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WASHINGTON STREET (A.K.A. ILLINOIS ROUTE 34); THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 66 FEET OF LOTS 2 AND 3 IN SAID BLOCK 9; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF THE NORTHWESTERLY 66 FEET AND THE SOUTHEASTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY LINE OF THE 16.5 FOOT PUBLIC ALLEY IN SAID BLOCK 9; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MADISON STREET; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE CENTER LINE OF A NORTHWESTERLY-SOUTHEASTERLY VACATED 16.5 FOOT ALLEY IN BLOCK 15 OF SAID VILLAGE OF OSWEGO SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND CENTER LINE TO A POINT ON THE WESTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16.5 FOOT PUBLIC ALLEY IN SAID BLOCK 15; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF VAN BUREN

STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF TYLER STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE CENTER LINE OF A NORTHEASTERLY-SOUTHWESTERLY VACATED 16.5 FOOT ALLEY IN BLOCK 19 OF SAID VILLAGE OF OSWEGO SUBDIVISION; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE AND SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BENTON STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE NORTHERLY 30.9 FEET OF LOT 1 IN BLOCK 4 IN LOUCK'S AND JUDSON'S ADDITION TO OSWEGO, BEING A SUBDIVISION THE SOUTHWEST QUARTER OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1846 IN DEED BOOK "D", PAGE 78; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION, SAID SOUTHERLY LINE AND ALONG THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS RAILNET RAILWAY (F.K.A. THE BURLINGTON NORTHERN AND SANTA FE RAILWAY); THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHERLY RIGHT-OF-WAY LINE (50 FOOT RIGHT-OF-WAY) OF WILSON STREET (F.K.A. ROSE HILL STREET); THENCE NORTHWESTERLY ALONG SAID NORTHWESTERLY EXTENSION TO A POINT ON THE EASTERLY BANK OF THE FOX RIVER; THENCE NORTHEASTERLY ALONG SAID EASTERLY BANK OF THE FOX RIVER TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 1 IN BLOCK 4 IN LOUCK'S AND JUDSON'S ADDITION TO OSWEGO; THENCE NORTHWESTERLY ALONG SAID NORTHWESTERLY EXTENSION TO A POINT ON THE SOUTHEASTERLY BANK OF ISLAND NUMBER 117 IN THE FOX RIVER, COMMONLY KNOWN AS "IDW 117"; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY BANK OF SAID ISLAND NUMBER 117 TO A POINT ON THE CORPORATE LINE OF THE VILLAGE OF OSWEGO; THENCE NORTHERLY ALONG SAID CORPORATE LINE TO A POINT ON THE WESTERLY BANK OF THE FOX RIVER; THENCE NORTHEASTERLY ALONG SAID WESTERLY BANK TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 1 IN OWNER'S SECOND SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 18, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1954 AS DOCUMENT NO. 108140; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND ALONG SAID NORTHERLY LINE TO THE NORTHWESTERLY CORNER OF SAID LOT 1, SAID NORTHWESTERLY CORNER ALSO BEING THE MOST NORTHERLY NORTHEASTERLY CORNER OF LOT 51 IN THE HIGHLANDS SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 18, ACCORDING TO THE

PLAT THEREOF RECORDED JULY 13, 1955 AS DOCUMENT NO. 112231; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 51 TO THE SOUTHEASTERLY CORNER OF LOT 211 IN OSWEGO VILLAGE SQUARE – UNIT 1, BEING A SUBDIVISION IN THE EAST HALF OF SAID SECTION 18, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1996 AS DOCUMENT NO. 9611237; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 211 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTHWESTERLY RIGHT-OF-WAY LINE AND WESTERLY RIGHT-OF-WAY LINE OF SAID WASHINGTON STREET AS DEDICATED AND DEPICTED IN SAID OSWEGO VILLAGE SQUARE – UNIT 1, TO A POINT ON THE SOUTHERLY LINE OF RIVER RUN SUBDIVISION UNIT 1, BEING A SUBDIVISION IN THE NORTH HALF OF SAID SECTION 18 AND NORTHWEST QUARTER OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 2000 AS DOCUMENT NO. 20000542; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 31; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, LOTS 5 THRU 11 INCLUSIVE IN CHARLES JOHNSON'S SECOND SUB LOT DIVISION, BEING A SUBDIVISION IN THE WEST HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 31 (EXCEPT THAT PART OF SAID LOTS 5 THRU 11 ACQUIRED FOR ILLINOIS ROUTE 31 AND ILLINOIS ROUTE 34).

EXHIBIT B

REDEVELOPMENT PROJECT AREA MAP APPROVED BY THE ORDINANCES

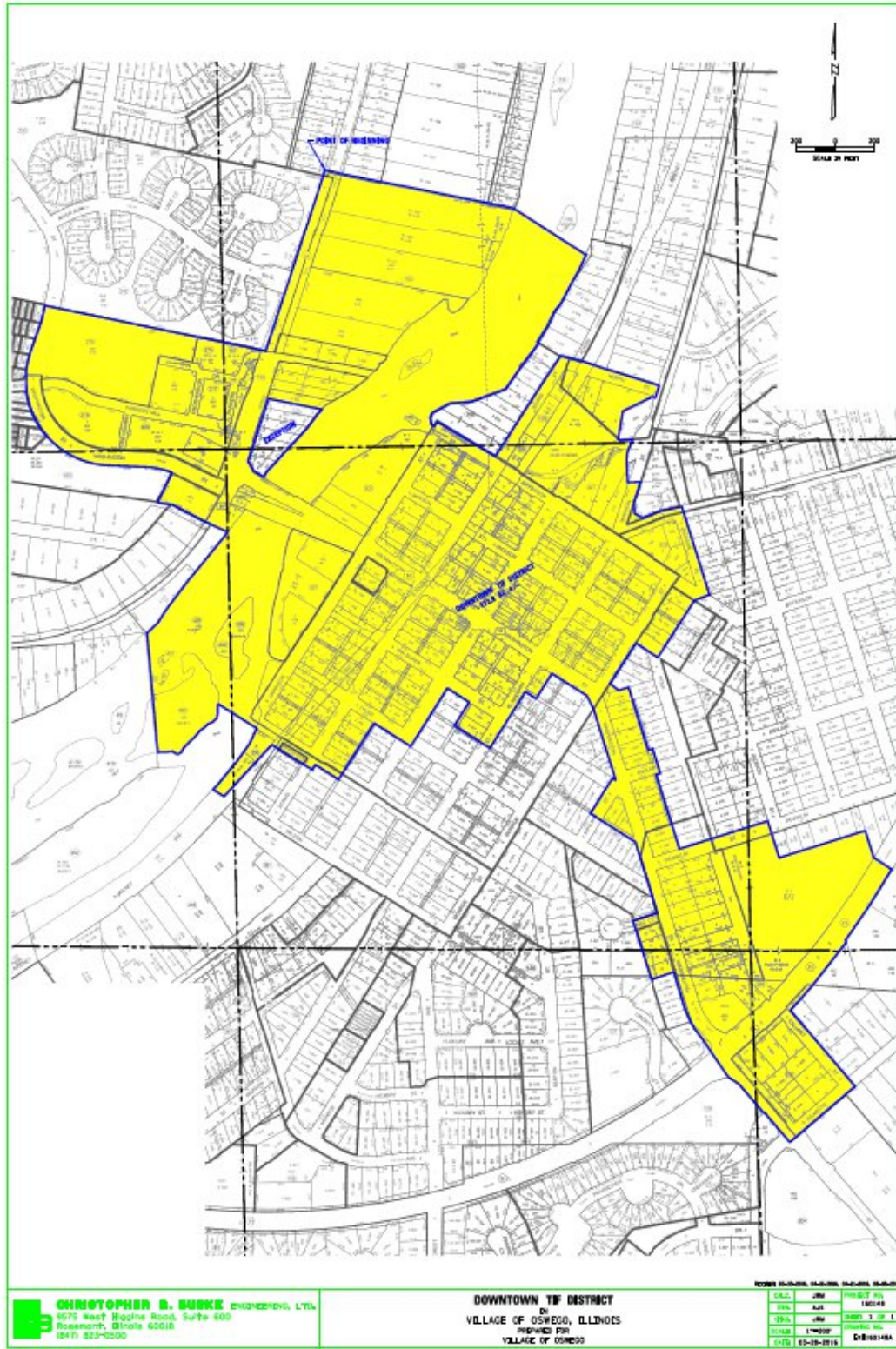


EXHIBIT C

PARCELS DELETED FROM REDEVELOPMENT PROJECT AREA

03-17-154-001
03-17-155-001
03-18-429-001
03-18-430-001
03-18-431-001
03-18-432-001
03-18-480-001
03-17-152-007
03-17-152-009
03-17-152-010
03-17-153-004
03-17-301-001

EXHIBIT D

REVISED REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

THAT PART OF SECTION 17, THE EAST HALF OF SECTION 18 AND THE NORTH HALF OF SECTION 20 IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT J IN RIVER RUN SUBDIVISION UNIT 1, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 17 AND PART OF THE NORTH HALF OF SAID SECTION 18, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 2000 AS DOCUMENT NO. 0000542, SAID SOUTHEASTERLY CORNER BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 31; THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHWESTERLY EXTENSION OF A LINE TO BE CALLED "LINE-A" FOR THE PURPOSE OF THIS LEGAL DESCRIPTION, SAID "LINE-A" DESCRIBED AS BEARING SOUTH 78 DEGREES 05 MINUTES 41 SECONDS EAST FROM A POINT IN THE CENTER LINE OF SAID ILLINOIS ROUTE 31 THAT MEASURES 499.58 FEET ALONG SAID CENTER LINE SOUTHWESTERLY FROM A POINT OF INTERSECTION WITH SAID CENTER LINE AND THE NORTHWESTERLY EXTENSION OF THE SOUTHERLY LINE OF HERREN'S RIVERVIEW ADDITION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 27, 1925 IN PLAT BOOK 11, PAGES 37 AND 38 (BEING DESCRIBED IN A TRUSTEE'S DEED RECORDED DECEMBER 13, 2007 AS DOCUMENT NO. 200700035902); THENCE SOUTHEASTERLY ALONG SAID "LINE-A" TO A POINT ON THE WESTERLY BANK OF THE FOX RIVER; THENCE SOUTHWESTERLY ALONG SAID WESTERLY BANK TO A POINT ON THE NORTHERLY LINE OF LOT 4 IN CHARLES JOHNSON'S SECOND SUB LOT DIVISION, BEING A SUBDIVISION IN THE WEST HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 31; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 31; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET (A.K.A. IL ROUTE 34); THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EASTERLY BANK OF THE FOX RIVER; THENCE NORTHEASTERLY ALONG SAID EASTERLY BANK TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF LOT 1 IN PARKES ADDITION TO THE VILLAGE OF OSWEGO, BEING A SUBDIVISION IN THE WEST HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1856 IN DEED BOOK "R", PAGE 132; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE SOUTHEASTERLY CORNER OF SAID LOT 1, SAID SOUTHEASTERLY CORNER ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A

POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 25 (A.K.A. MADISON STREET); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 1 IN LOUCK'S ADDITION TO PARKES ADDITION TO THE VILLAGE OF OSWEGO, BEING A SUBDIVISION IN THE WEST HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1857 IN DEED BOOK "T", PAGE 177; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1, 15.56 FEET AS PER WARRANTY DEED RECORDED JULY 8, 2002 AS DOCUMENT NO. 200200015623 TO A POINT ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DOCUMENT NO. 200200015623; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE 167.88 FEET (PER SAID DOCUMENT NO. 200200015623) TO A POINT ON THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID DOCUMENT NO. 200200015623; THENCE SOUTHERLY ALONG SAID WESTERLY LINE 154.65 FEET (PER SAID DOCUMENT NO. 200200015623) TO A POINT ON THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID DOCUMENT NO. 200200015623; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 25 (AND AS WIDENED PER RIGHT-OF-WAY PLAT RECORDED JUNE 13, 2008 AS DOCUMENT NO. 200800014476); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 8 IN JOHNSTON'S THIRD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST AND SOUTHWEST QUARTER OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1954 AS DOCUMENT NO. 108684; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION TO THE NORTHWESTERLY CORNER OF SAID LOT 8, SAID NORTHWESTERLY CORNER BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS ROUTE 25; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 34 (A.K.A. CHICAGO ROAD); THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF JACKSON PLACE; THENCE SOUTHERLY ALONG SAID NORTHWESTERLY EXTENSION AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 12 IN BLOCK 10 IN PARKES ADDITION TO OSWEGO, BEING A SUBDIVISION IN THE SOUTH HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 30, 1904 IN PLAT BOOK 5, PAGE 14; THENCE SOUTHWESTERLY ALONG A LINE TO THE NORTHEASTERLY CORNER OF LOT 2 IN BLOCK 1 IN LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO, BEING A SUBDIVISION IN THE SOUTH HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 1846 IN DEED BOOK "D", PAGE 17; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES OF SAID LOT 2 AND LOT 3 IN SAID BLOCK 1 AND ALONG THE SOUTHWESTERLY EXTENSION THEREOF TO THE NORTHEASTERLY CORNER OF LOT 6 IN SAID BLOCK 1; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY

LINES OF SAID LOT 6 AND 7 IN SAID BLOCK 1 AND ALONG THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MONROE STREET; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHWESTERLY LINE OF LOT 13 IN BLOCK 2 OF SAID LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO, SAID POINT BEING 105 FEET SOUTHWESTERLY OF THE NORTHWESTERLY CORNER OF SAID LOT 13 AS MEASURED ON SAID NORTHWESTERLY LINE; THENCE SOUTHEASTERLY ALONG A LINE TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 13, SAID POINT BEING 141.50 FEET WESTERLY OF THE SOUTHEASTERLY CORNER OF SAID LOT 13 AS MEASURED ALONG SAID SOUTHERLY LINE; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE NORTHEASTERLY CORNER OF LOT 11 IN SAID BLOCK 2; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 11 TO A POINT ON THE CENTER LINE OF THE 16.5 FOOT VACATED ALLEY IN SAID BLOCK 2; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 5 IN SAID BLOCK 2; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION AND NORTHERLY LINE TO A POINT ON THE WESTERLY LINE OF THE NORTHEASTERLY 118 FEET OF SAID LOT 5; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE AND SOUTHEASTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE ASHLAND STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE CENTER LINE OF THE 16.5 FOOT VACATED ALLEY IN BLOCK 3 OF SAID LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE NORTHEASTERLY CORNER OF LOT 10 IN SAID BLOCK 3 IN LOUCK'S ADDITION TO LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO, BEING A SUBDIVISION IN SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED MAY 28, 1857 IN DEED BOOK "R", PAGE 426; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINES OF SAID LOT 10 AND LOT 11 IN SAID BLOCK 3 TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF JACKSON STREET; THENCE SOUTHEASTERLY ALONG A LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FRANKLIN STREET, SAID POINT BEING 264 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF POLK STREET AS MEASURED ON SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTHEASTERLY ALONG A LINE BEING PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON A LINE BEING 132 FEET SOUTHERLY OF AND PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE 462 FEET TO A POINT ON A LINE BEING PERPENDICULAR TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF FRANKLIN STREET; THENCE SOUTHEASTERLY ALONG SAID PERPENDICULAR LINE TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 AS WIDENED PER DOCUMENT NO. 20140002923, RECORDED MARCH 4, 2014; THENCE

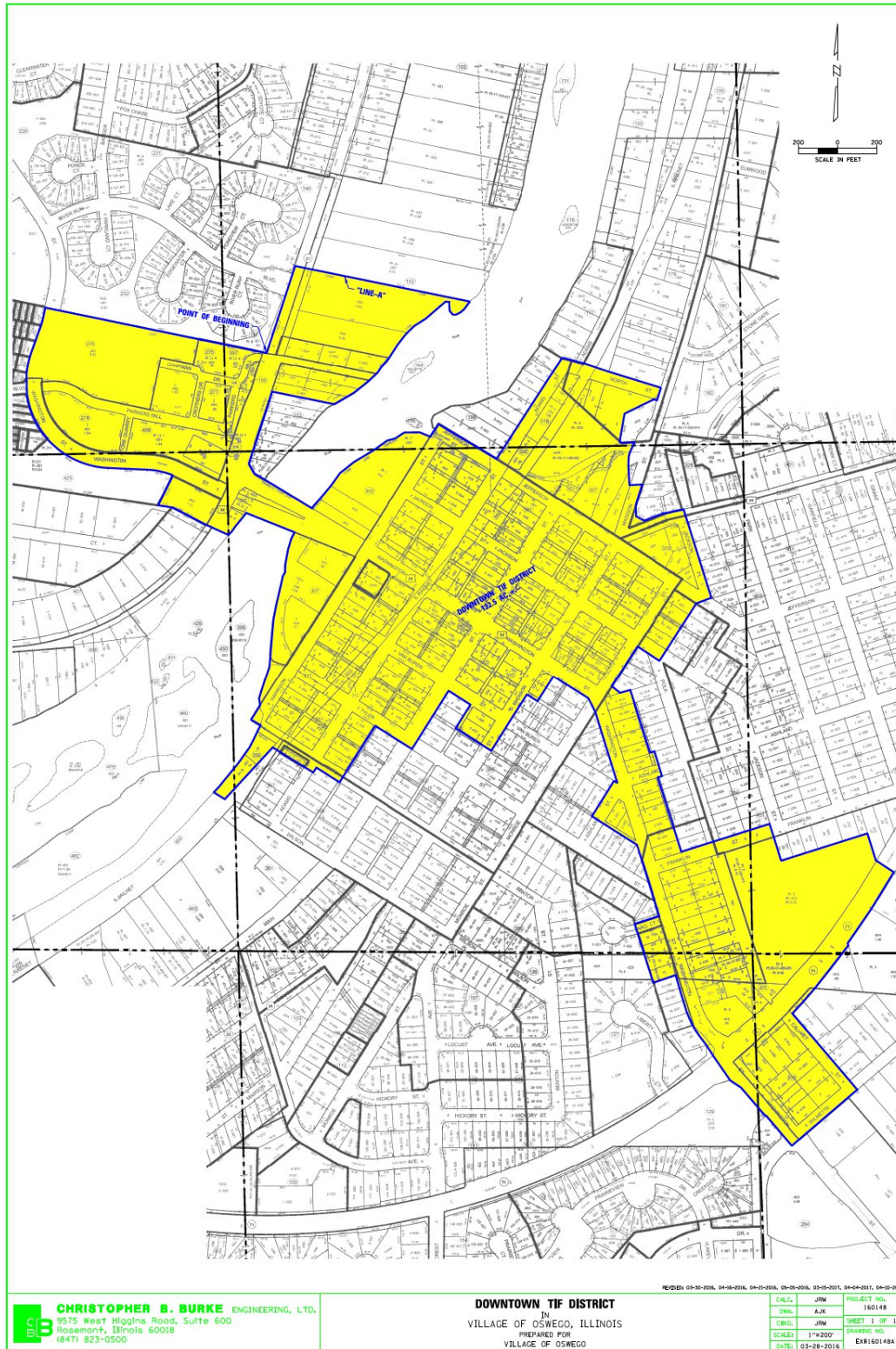
SOUTHEASTERLY ALONG A LINE BEING PERPENDICULAR TO SAID NORTHWESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 71 AS WIDENED PER SAID DOCUMENT NO. 20140002923; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF CALUMET STREET; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WILMETTE AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET (A.K.A. PLAINFIELD ROAD); THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE A POINT ON THE SOUTHERLY LINE OF LOT 13 IN DYGERT'S ADDITION TO OSWEGO, BEING A SUBDIVISION THE SOUTHWEST QUARTER OF SAID SECTION 17 AND THE NORTHWEST QUARTER OF SAID SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1857 IN DEED BOOK "R", PAGE 427; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID LOT 13 TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 13 AND ALONG THE WESTERLY LINES OF LOTS 12, 11 AND 10 IN SAID DYGERT'S ADDITION TO OSWEGO AND ALONG THE NORTHWESTERLY EXTENSION OF SAID WESTERLY LINE OF LOT 10 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF FARO COURT; THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE 16.5 FOOT PUBLIC ALLEY IN BLOCK 4 OF SAID LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ASHLAND STREET; THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND NORTHEASTERLY EXTENSION THEREOF TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF VAN BUREN STREET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 6 OF SAID LOUCK'S AND STAFFORD'S ADDITION TO OSWEGO; THENCE NORTHWESTERLY ALONG A LINE TO THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 9 OF THE VILLAGE OF OSWEGO, BEING A SUBDIVISION THE WEST HALF OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1842 IN DEED BOOK "A", PAGE 284 AND 285, SAID NORTHEASTERLY CORNER ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WASHINGTON STREET (A.K.A. ILLINOIS ROUTE 34); THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 66 FEET OF LOTS 2 AND 3 IN SAID BLOCK 9;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF THE NORTHWESTERLY 66 FEET AND THE SOUTHEASTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHERLY LINE OF THE 16.5 FOOT PUBLIC ALLEY IN SAID BLOCK 9; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MADISON STREET; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE CENTER LINE OF A NORTHWESTERLY-SOUTHEASTERLY VACATED 16.5 FOOT ALLEY IN BLOCK 15 OF SAID VILLAGE OF OSWEGO SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND CENTER LINE TO A POINT ON THE WESTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16.5 FOOT PUBLIC ALLEY IN SAID BLOCK 15; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF VAN BUREN STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF TYLER STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE CENTER LINE OF A NORTHEASTERLY-SOUTHWESTERLY VACATED 16.5 FOOT ALLEY IN BLOCK 19 OF SAID VILLAGE OF OSWEGO SUBDIVISION; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE AND SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF BENTON STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF ADAMS STREET; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF THE NORTHERLY 30.9 FEET OF LOT 1 IN BLOCK 4 IN LOUCK'S AND JUDSON'S ADDITION TO OSWEGO, BEING A SUBDIVISION THE SOUTHWEST QUARTER OF SAID SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1846 IN DEED BOOK "D", PAGE 78; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION, SAID SOUTHERLY LINE AND ALONG THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS RAILNET RAILWAY (F.K.A. THE BURLINGTON NORTHERN AND SANTA FE RAILWAY); THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHERLY RIGHT-OF-WAY LINE (50 FOOT RIGHT-OF-WAY) OF WILSON STREET (F.K.A. ROSE HILL STREET); THENCE NORTHWESTERLY ALONG SAID NORTHWESTERLY EXTENSION TO A POINT ON SAID EASTERLY BANK OF THE FOX RIVER; THENCE NORTHEASTERLY ALONG SAID EASTERLY BANK OF THE FOX RIVER TO A POINT OF INTERSECTION WITH THE CENTER LINE OF BENTON STREET; THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY LINE OF HARRISON STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION TO A

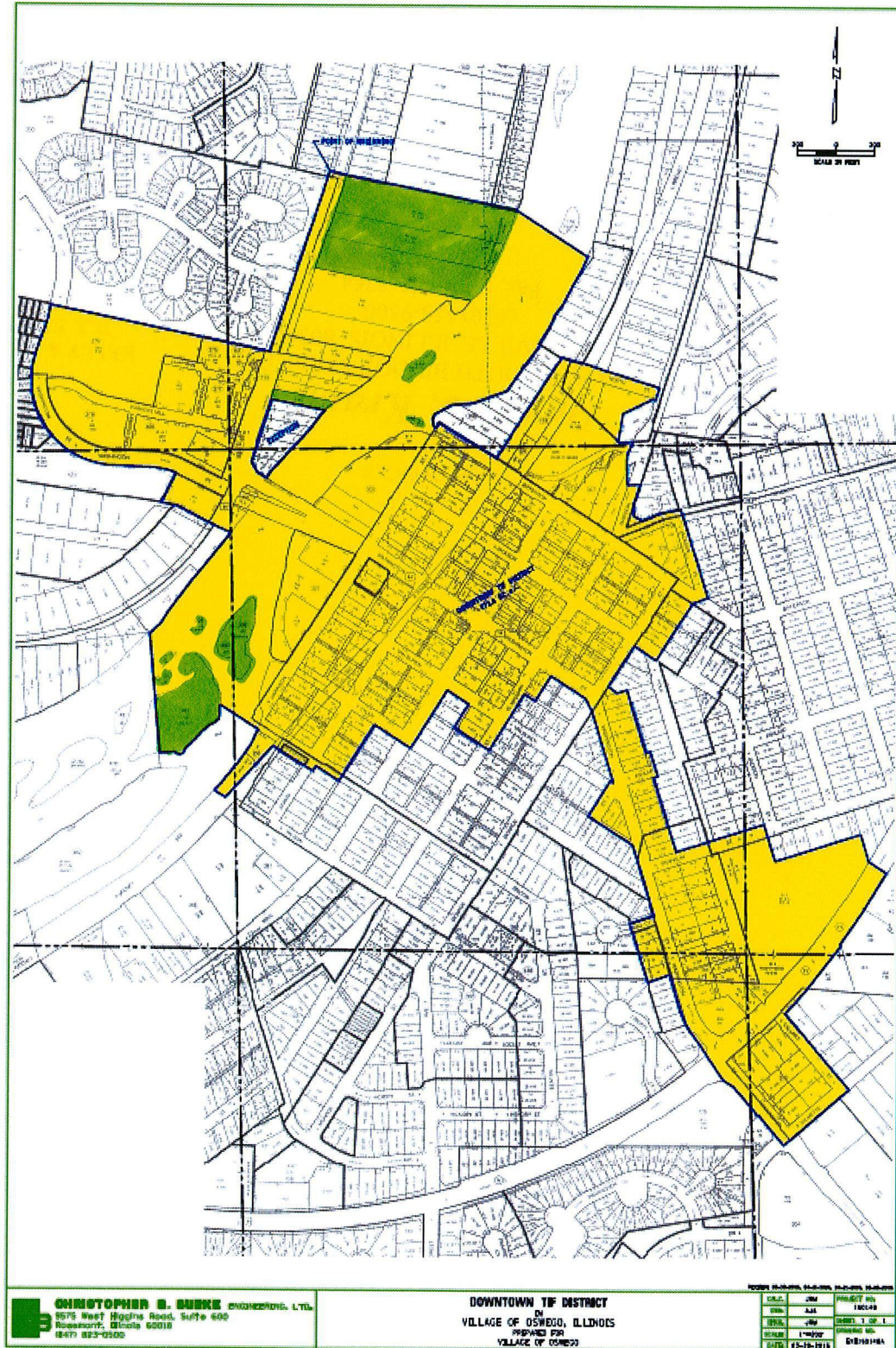
POINT ON SAID EASTERLY BANK OF THE FOX RIVER; THENCE NORTHEASTERLY ALONG SAID EASTERLY BANK OF THE FOX RIVER TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WASHINGTON STREET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON SAID WESTERLY BANK OF THE FOX RIVER; THENCE SOUTHWESTERLY ALONG SAID WESTERLY BANK TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 1 IN OWNER'S SECOND SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 18, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1954 AS DOCUMENT NO. 108140; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND ALONG SAID NORTHERLY LINE TO THE NORTHWESTERLY CORNER OF SAID LOT 1, SAID NORTHWESTERLY CORNER ALSO BEING THE MOST NORTHERLY NORTHEASTERLY CORNER OF LOT 51 IN THE HIGHLANDS SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 18, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1955 AS DOCUMENT NO. 112231; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 51 TO THE SOUTHEASTERLY CORNER OF LOT 211 IN OSWEGO VILLAGE SQUARE – UNIT 1, BEING A SUBDIVISION IN THE EAST HALF OF SAID SECTION 18, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1996 AS DOCUMENT NO. 9611237; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 211 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTHWESTERLY RIGHT-OF-WAY LINE AND WESTERLY RIGHT-OF-WAY LINE OF SAID WASHINGTON STREET AS DEDICATED AND DEPICTED IN SAID OSWEGO VILLAGE SQUARE – UNIT 1, TO A POINT ON THE SOUTHERLY LINE OF SAID RIVER RUN SUBDIVISION UNIT 1; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

EXHIBIT E

REVISED REDEVELOPMENT PROJECT AREA MAP



REDEVELOPMENT PROJECT AREA MAP APPROVED BY THE ORDINANCES



AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: May 2, 2017

SUBJECT: Purchase and Sale Agreement for 63 Washington Street

ACTION REQUESTED:

Pass the Ordinance approving the execution of a Purchase and Sale Agreement (“PSA”) with Andrew Trasatt for 63 Washington Street

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: Corinna Cole, Economic Development Director

FISCAL IMPACT:

BACKGROUND:

In September, 2016, the Village Board approved a TIF District as a financing vehicle to activate reinvestment in Downtown. A key component of the village’s economic development strategy is returning underutilized village-owned property located in the TIF to productive use. The Village owns 63 Washington Street, which was most recently occupied by a chamber of commerce office. The property has been vacant awaiting redevelopment since 2014.

The village was recently approached by Andrew Trasatt and John Leahy about constructing a 3,500 square foot casual restaurant and bar on the property. Trasatt and Leahy are the owners of two successful restaurants – Potter’s Place and Jimmy’s Grill – in downtown Naperville. Their Oswego proposal features a 3,000 square foot first floor patio and second floor balcony, both facing Washington. Public improvements are also anticipated, including streetscape upgrades for Washington Street and parking.

DISCUSSION:

The Purchase and Sale Agreement designates Trasatt as the purchaser of the 63 Washington Street property. Before closing, the agreement prescribes a ninety day “inspection period” for Trasatt to pursue necessary development approval through the public review process, including:

- Submitting development plans and zoning applications;
- A public hearing with the Plan Commission to evaluate the development; and
- Engineering analysis and review

After the conclusion of inspection period, the Village Board is anticipated to consider the approval of a Redevelopment Agreement (“RDA”) with Mr. Trasatt for the 63 Washington Street property. The RDA will:

- Outline all development terms
- Finalize the property’s development plan;
- Establish the use of any Village incentives, including:
 - o The use of TIF increment to finance the project
 - o Adjustments to property’s purchase price
- Allow Mr. Trasatt to close on the property

Should Mr. Trasatt or the Village fail to enter into an RDA within that timeframe, the PSA will terminate and the Village will continue to own the property.

RECOMMENDATION:

Staff is recommending the approval of the Purchase and Sale Agreement

ATTACHMENTS:

- Ordinance
- Purchase and Sale Agreement

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

ORDINANCE NO. 17-

**ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT
WITH ANDREW TRASATT FOR 63 WASHINGTON STREET, OSWEGO IL**

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

This _____ day of _____, 2017

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 _____, 2017.

ORDINANCE NO. 17 -

**ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE
AGREEMENT WITH ANDREW TRASATT FOR 63 WASHINGTON STREET,
OSWEGO IL**

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 Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(b), (c)) (the “Act”) authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the Village’s redevelopment plan and project for the Main Street / Washington Street Redevelopment Project Area; and

WHEREAS, the Act authorizes the Village to own, convey, and grant options concerning real property located in the Main Street / Washington Street Redevelopment Project Area, subject to the future approval of a redevelopment agreement; and

WHEREAS, the Village owns 63 Washington Street (the “Property”), which is located in the Main Street / Washington Street Redevelopment Project Area; and

WHEREAS, the Village has reviewed and analyzed proposals to redevelop the Property in accordance with the goals of the Main Street / Washington Street Redevelopment Project Area; and

WHEREAS, the Village wishes to enter into a Purchase and Sale Agreement with Andrew Trasatt, to authorize Mr. Trasatt to pursue approval of a restaurant and bar on the Property; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the agreement substantially in the form attached hereto marked as “Exhibit A”.

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. AGREEMENT APPROVED

The Village President and Village Clerk are hereby authorized and directed to execute and enter into on behalf of the Village of Oswego a Purchase and Sale Agreement with Andrew Trasatt substantially in the form attached as "Exhibit A," and the Village Administrator is hereby authorized and directed to take all steps necessary to implement its terms.

SECTION 3. REPEALER

All resolutions or ordinances or parts of resolutions or ordinances in conflict with any of the provisions of this Ordinance shall be, and the same hereby repealed.

SECTION 4. SEVERABILITY

This Ordinance 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 Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of ___ 2017.

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 ____ 2017.

GAIL E. 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:

**ORDINANCE AUTHORIZING THE APPROVAL OF A PURCHASE AND SALE AGREEMENT
WITH ANDREW TRASATT FOR 63 WASHINGTON STREET, OSWEGO IL**

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the ___ day of _____ 2017, and thereafter approved by the Village President on the ___ day of _____ 2017.

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 _____ 2017.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this **16th** day of April, 2017 ("Effective Date"), between the Village of Oswego, an Illinois Municipal Corporation with offices located at 100 Parkers Mill, Oswego, Illinois ("Seller"), and Andrew Trasatt, an individual residing at 22 W. Franklin Avenue, Naperville, Illinois ("Purchaser") (collectively the "Parties").

RECITALS

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. ***Property to be Purchased.*** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real property encompassing +/- 0.16 acres commonly known as 63 Washington Street, Oswego, Illinois 60543, and legally described in **Exhibit A** (the "Property").

2. ***Purchase Price.*** The purchase price for the Property shall be sixty thousand and no 100ths (\$60,000.00) dollars, subject to and as adjusted by any credits provided to Purchaser, including, without limitation, the earnest money described in Section 3 of this Agreement and any purchase price adjustments included in any tax increment financing redevelopment agreement negotiated between the Parties. The Purchase Price shall be paid in full by transfer of immediately available funds at Closing.

3. ***Earnest Money.*** Upon execution of this Agreement, Purchaser shall deposit with Chicago Title Insurance Company (the "Title Company") an earnest money (the "Earnest Money") deposit in the amount of five thousand and no/100ths (\$5,000.00) dollars. Purchaser shall be credited with the Earnest Money at Closing. Purchaser acknowledges that except as otherwise provided herein, the Earnest Money is nonrefundable and will be retained by Seller even if Purchaser does not complete the purchase of the Property. In the event of a default by the Seller, the Earnest Money will be returned to the Purchaser.

4. ***Closing.*** The Purchaser will schedule a closing of the purchase and sale (the "Closing") within thirty (30) days (the "Closing Date") of the expiration of the "Inspection Period," as that term is defined in Section 5 of this Agreement. The Closing will be at a mutually agreeable time at the offices of the Title Company or such other place and time as may be agreed upon by the Parties.

5. ***Rights of Inspection; Regulatory Approvals; Title and Survey.***

(a) Upon the Effective Date and for ninety (90) days thereafter ("Inspection Period"), Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Seller. Purchaser and its agents and representatives shall also have the right to enter upon the Property during the Inspection Period for any purpose related to this transaction,

including, without limitation, inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests, and such other work as Purchaser shall consider appropriate (the "Inspections"). Upon the voluntary or involuntary termination of the Inspection Period, Purchaser shall return the Property to its condition as it existed upon the Effective Date, reasonable wear and tear not caused by the Purchaser excepted.

(b) During the Inspection Period, Purchaser shall have the further right to make such inquiries of governmental agencies, financing entities, and utility companies, and to make such feasibility studies and analyses as it considers appropriate, and to apply for and obtain all necessary regulatory and financial approvals from any local, state, or federal governmental entity or agency necessary for the development, construction, and operation of a restaurant and bar on the Property, including, without limitation, negotiating the terms of a tax increment financing redevelopment agreement with the Seller.

(c) The Purchaser's Inspections of the Property are subject to the Purchaser holding Seller and its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors, and assigns, harmless and fully indemnifying Seller against any damage, claim, liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Property, except to the extent caused by the willful or intentional act of the Seller. The Purchaser's obligations and duties contained in this Section 5(c) shall survive Closing.

(d) The obligations of Purchaser under this Agreement are subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment, that the Property is satisfactory to construct a restaurant and bar. In the event such conditions to Purchaser's obligations have not been satisfied within Inspection Period, as determined solely by Purchaser, Purchaser shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason, or no reason at all, including failure to obtain financing. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be deemed null and void, and neither Party shall have any further duties or obligations under this Agreement. In the event of termination, the Seller will promptly return, or cause to be returned, the Earnest Money to the Purchaser, minus the cost of Title Company escrow fees.

(e) In the event that the Inspections uncover environmental conditions unacceptable to the Purchaser, the Purchaser will notify the Seller in writing and the Seller will have the option, at its sole cost and expense, to remediate any such environmental conditions in accordance with all local, state, and federal laws and other requirements of law prior to Closing.

(f) Within thirty (30) days after Effective Date, the Purchaser shall cause to be delivered to the Seller three copies of a plat of survey of the Property prepared within six months of the Effective Date, prepared by a licensed Illinois land surveyor reasonably satisfactory to the Seller, and certified by the surveyor to the Purchaser and Title Company as having been made in compliance with Illinois Land Survey Standards and

ALTA/ACSM Land Title Surveys Minimum Standard Detail Requirements. The Survey will establish and depict the exact perimeter legal description of the Property and will include the exact acreage of the Property.

(g) Within two (2) days after the Effective Date, Seller will order a title commitment from the Title Company, and within thirty (30) days of the Effective Date, the Seller, at the Seller's sole cost and expense, will cause to be delivered to the Purchaser a current ALTA Form B title commitment ("Title Commitment") for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price for the Property showing fee simple title to the Property vested in the Seller. Within ten (10) days of receipt of the Title Commitment, the Purchaser will notify the Seller as to (i) any exceptions to title shown on the Title Commitment that are not acceptable to the Purchaser, and (ii) any objections the Purchaser may have to the Survey ("Purchaser Title Notice"). Any title exceptions that Purchaser fails to object to in the Purchaser Title Notice will become Permitted Exceptions, and **Exhibit B** to this Agreement will be modified accordingly. At least five (5) days prior to the Closing, the Seller will deliver to Purchaser a pro forma Title Commitment. The cost of the title insurance policies to be issued pursuant to the Title Commitment shall be paid by the Seller, and the cost of all endorsements shall be evenly split by the Seller and the Purchaser. All required state, county, and municipal transfer taxes, if any, shall be paid by Purchaser.

(h) The Seller will have ten (10) days from the receipt of the Purchaser Title Notice to provide Purchaser with assurances satisfactory to Purchaser that any such objectionable matters will be removed or endorsed over, in reasonable form and substance acceptable to Purchaser, on or before Closing. The Purchaser may extend the period in which the Seller will cure or remove such Unpermitted Exceptions or Survey defects or accept the Title Commitment and Survey as they then are. Unpermitted Exceptions which are accepted as part of this Section 5 will become Permitted Exceptions.

(i) During the Inspection Period, Purchaser shall have the right to access, review, and inspect the following:

- i. All leases related to or concerning the Property;
- ii. All contracts related to or concerning the Property;
- iii. All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) for the Property;
- iv. All statements and invoices for the past year covering all utilities (electricity, gas, water, and stormwater) relating to the Property;

- v. All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by Purchaser; and
- vi. All violation notices concerning the Property, including, without limitation, building, zoning, environmental, or health code violations.

Seller agrees to cooperate in all respects to facilitate Purchaser's inspection and agrees to make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available, upon Purchaser's reasonable request.

6. ***Control of Property.*** Prior to Closing and subject to Purchaser's indemnification obligations set forth in this Agreement, Seller shall have the full responsibility and liability for any and all damages or injury to the Property. If, prior to the Closing, the Property is materially damaged or the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller by so notifying Seller. In the event of termination, the Seller will promptly return the Earnest Money to the Purchaser minus the cost of Title Company escrow fees. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned or distributed in the following manner: (a) Seller shall receive an amount sufficient to cover the total costs expended by the Seller pertaining to the Property, including but not limited to, survey costs, inspection costs, demolition and remediation costs, real estate taxes, legal fees, and administrative fees; and (b) all remaining proceeds, including, without limitation, the Earnest Money, shall be paid to the Purchaser on the Closing Date.

7. ***Representations.*** In order to induce Purchaser to enter into this Agreement, Seller represents, warrants, and covenants to Purchaser as set forth below.

(a) Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

(b) No lease concerning the Property contains any option to renew or extend the term thereof or to purchase or acquire any interest in the Property. No options, warrants, rights, or agreements to purchase, participate in, or acquire all or any portion of the Premises are outstanding. To the best of Seller's actual knowledge, none of the leases contain provisions, whether oral or written, for rent allowance, concessions, or abatements or decorating or other allowance.

(c) To the best of Seller's knowledge, the Property is tax exempt. If, between the date hereof and the Closing Date, Seller receives notice of any increase in the assessed valuation, Seller will promptly notify Purchaser of same.

(d) There are no written or oral contracts or commitments relating to the Property including, without limitation, for management, performance of service, employment, or purchase or lease of equipment ("Contracts") relating to the Property with respect to any agent, employee or third party, which are not terminable at the will of the Seller on not more than thirty (30) days' notice and without penalty.

(e) To the best of Seller's knowledge, there are no lawsuits threatened or pending involving all or any portion of the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code violations which are threatened or pending. If between the date hereof and the date of Closing, any notice of code violations is received or any lawsuits are initiated with respect to the Property, Seller will promptly notify Purchaser of same, and with respect to code violations, will correct same prior to Closing.

(f) In the event that personal property is being conveyed, Seller has good and marketable title to all of said items of personal property free and clear of all liens, claims, and encumbrances.

(g) The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants his/her authority to bind Seller.

(h) All of the documents delivered to the Purchaser pursuant to this Contract are true and correct.

Seller further covenants and agrees to Purchaser that between the date hereof and the Closing Date:

(i) Seller shall not enter into any new undertakings or agreements relating to the management, financing or maintenance of the Property which extend beyond the Closing Date or prepay for a period of more than one (1) month any sums payable under any Contracts, without prior written notice to and approval of Purchaser.

(j) Seller shall keep Property adequately insured by financially sound and reputable insurers against loss or damage by fire with extended coverage endorsements and maintain reasonable adequate liability insurance covering liability for personal injury or property damage to the extent and in the manner customary for Property of its character.

(k) Seller shall duly pay and discharge, or cause to be paid or discharged, or shall provide a credit to Purchaser at Closing for all taxes, assessments, claims for labor, materials, or supplies which have been incurred prior to Closing and which if unpaid,

might by law become a lien or charge upon the Property. Real estate taxes, if any, shall be prorated as of the Date of Closing based on one hundred and five percent (105%) of the most recent ascertainable full year tax bill.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, INCLUDING THE EXHIBITS ATTACHED HERETO, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OFFICER, EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.

In order to induce Seller to enter into this Agreement, Purchaser represents, warrants, and covenants to Seller as set forth below.

(l) this Agreement and all documents or instruments delivered by Purchaser in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of Purchaser under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Purchaser is a party or to which it is subject;

(m) there are no actions, suits, or proceedings pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any administrative, regulatory, adjudicatory or arbitration body or agency of any kind that have, or could reasonably be expected to have, a material and adverse effect on the performance by Purchaser of its obligations pursuant to and as contemplated by the terms and provisions hereof;

(n) Purchaser is in compliance with the requirements of the Orders, and Purchaser is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or

terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders; and

(o) Purchaser understands and acknowledges that the Agreement is expressly contingent upon the Parties' entering into a tax increment financing redevelopment agreement governing, among other things, the development and future use of the Property. Purchaser understands and acknowledges that failure to enter into a mutually acceptable redevelopment agreement provides grounds for the Seller, exercising its sole discretion, to unilaterally terminate this Agreement and the Parties' rights, duties, and obligations hereunder.

8. Condition of Property.

(a) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, INCLUDING ITS EXHIBITS, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS, NOT OTHERWISE REMEDIATED BY THE SELLER PRIOR TO CLOSING, AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

- i.* the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure on the Property and/or any remodeling of the structure or redevelopment of the Property;
- ii.* the granting of any permits or approvals concerning any matters that may be addressed within any redevelopment agreement, including, without limitation agreements entered pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*); and
- iii.* The habitability, merchantability, marketability, profitability or fitness of the Property for the Project.

(b) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain a independent, qualified professionals to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property. Section 8(b) shall survive Closing.

9. ***Taxes and Special Assessments.*** The Seller will ensure that there are no outstanding and unpaid real estate tax or special assessment liabilities due and owing up to and including the date of Closing, and that the Property will be conveyed to the Purchaser free of any such taxes, transfer taxes, assessments or liens.

10. ***Closing Costs; Related Fees.*** The Parties shall evenly split (*i.e.*, 50% / 50%) the costs of Closing, excluding escrow costs and fees, which shall be fully paid by Purchaser.

11. ***Seller's Obligations at Closing.*** At or prior to the Closing Date, Seller shall:

(a) Deliver to Purchaser a duly recordable special warranty deed to the Property with all stamps affixed thereto conveying to Purchaser or a Related Development Entity fee simple title to the Property and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller;

(b) Deliver to Purchaser any documents in Seller's possession with regard to any survey of the Property;

(c) Deliver to Purchaser the affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;

(d) Deliver to Escrow Agent an ALTA Statement, on Escrow Agent's standard form, executed by Seller;

(e) Deliver to Escrow Agent an affidavit stating that there is no Property manager at the Property; and

(f) Deliver to Escrow Agent a settlement statement; and

(g) Deliver an Affidavit of Title executed by the Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.

The parties hereto shall also deliver such additional documents and matters as shall be reasonably required to close the transactions contemplated by this Agreement including, without limitation, Real Estate Transfer Tax Declarations, copies of paid real estate tax bills, and most recent notices of assessment valuation, if any. Drafts of all Seller Closing documents listed in this Section 11 will be delivered to the Purchaser at least five (5) days prior to the Closing for the Purchaser's approval.

12. ***Purchaser's Obligations at Closing.*** At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the full balance of the Purchase Price and Purchaser's share of Closing costs. At or before Closing, Purchaser shall execute and deliver to the Escrow Agent

such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing.

13. *Delivery of Possession of Property.* The Seller shall deliver legal fee simple title for the Property to the Purchaser at Closing. Except as otherwise provided in this Agreement, if the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and Purchaser waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

14. *Deed.* The deed to be delivered by Seller at Closing shall be a warranty deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise. Any reference to the term "Deed" herein shall be construed to refer to such form of deed.

15. *Subsequent Sale by Purchaser.* Seller acknowledges that it is customary for parties to create separate corporate entities to hold real estate assets, develop property or obtain project financing. Seller anticipates that the Purchaser may transfer the Property or assign it rights under this Agreement to a separate corporate entity in which it holds an ownership or management interest, or both ("Related Development Entity"). Seller agrees to permit the assignment of Purchaser's rights and obligations under this Agreement to any Related Development Entity.

16. *Conditions to the Seller's Performance.* The Seller shall have the right, at the Seller's sole discretion, to terminate this Agreement if:

a. Full payment of any Property, fire or hazard insurance claim is not confirmed prior to the Closing;

b. Any third Party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;

c. The Purchaser is the former mortgagor of the Property, or is related to or affiliated in any way with the former mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement;

d. The Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;

e. The Purchaser fails to or is unable to obtain the all governmental approvals, authorizations, licenses, and permits, required to develop and operate the Property as a restaurant and bar during the Inspection Period;

f. The Purchaser and the Seller are unable to agree to terms on a redevelopment agreement concerning the future use and development of the Property during the Inspection Period; or

g. Material misrepresentation by the Purchaser.

17. Indemnification. The Purchaser agrees to indemnify and fully protect, defend, and hold the Seller, its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against the Seller, its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

a. Inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns; and

b. The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing,

except to the extent caused by the willful or intentional act of the Seller. This Section 17 shall survive Closing.

18. Risk of Loss. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, with the consent of the Purchaser, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller repairs or restores the Property, then the Seller may, with the consent of the Purchaser, limit the amount to be expended. Whether or not Seller repairs or restores the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement and obtain a refund from the Seller of the Earnest Money, minus the cost of Title Company escrow fees. The Purchaser will provide no indemnification to the Seller otherwise required under this Agreement in the event that the Seller takes any action, whether consented to or not by the Purchaser, to repair or restore the Property.

19. Reserved.

20. Discharge. Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement.

21. Brokerage. Each Party shall individually pay for all costs and fees associated with any broker they have or may retain as part of the purchase and sale of the Property (*i.e.*, Seller pays for Seller's broker; Purchaser pays for Purchaser's broker). Seller and Purchaser hereby agree to indemnify and hold one another harmless for any claim (including reasonable

expenses, including legal fees and costs, incurred in defending such claim, demand, or cause of action) made by a broker or sales agent or similar Party in connection with this transaction and claiming by or through the indemnifying Party and not disclosed herein. The provisions of this Section shall survive the Closing.

22. **Remedies.** If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Purchaser's discretion. In the event of termination, the Escrow Agent shall refund to the originating Party any funds paid as part of the transaction, other than the nonrefundable Earnest Money described in Section 3 of this Agreement; provided, however that the Purchaser will be refunded the Earnest Money, minus the cost of Title Company escrow fees, in the event of the Seller's default. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

23. **Miscellaneous.** The following general provisions govern this Agreement.

a. **No Waiver.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

b. **Time of Essence.** Time is of the essence of this Agreement.

c. **Governing Law.** This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Kendall, State of Illinois.

d. **Notices.** All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by facsimile (with verification of receipt), or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section):

If to Seller:

Village of Oswego
Attn: Daniel Di Santo, Village Administrator
100 Parkers Mill
Oswego, Illinois 60543

With a Copy to:

Ancel Glink, P.C.
Gregory W. Jones

140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603
Facsimile: (312) 782-0943

If to Purchaser:

Andrew Trasatt
22 W. Franklin Avenue
Naperville, Illinois 60540
Facsimile: ~~(779)~~ 435-1473

In the event either Party delivers a notice by facsimile, as set forth above, such Party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

e. Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party other than a Related Development Entity. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

f. Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

g. Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

h. Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

i. No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

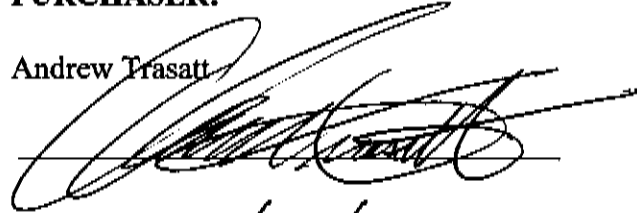
j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

PURCHASER:

Andrew Trasatt



Date: 04/20/2017

SELLER:

Village of Oswego

By: _____

Name:

Title:

Date: _____

EXHIBIT A

Legal Description: *[to be attached]*

Permanent Index Number (PIN): 03-17-309-016

Address of Real Estate: 63 Washington Street, Oswego, Illinois 60543

EXHIBIT B

PERMITTED EXCEPTIONS

4838-2286-4199, v. 2

63 Washington Street



Date Printed: 4/28/2017



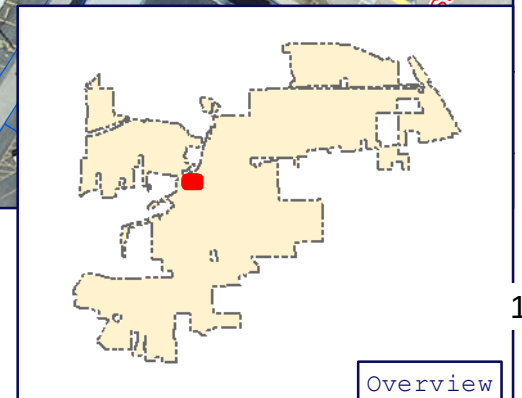
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Feet



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Overview

Proclamation

The Village of Oswego, Illinois
Founded in 1833

National Small Business Week Proclamation

WHEREAS, America's progress has been driven by pioneers who think big, take risks and work hard; and,

WHEREAS, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and,

WHEREAS, small business owners and Main Street businesses have energy and a passion for what they do; and,

WHEREAS, when we support small business, jobs are created and local communities preserve their unique culture; and,

WHEREAS, because this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and,

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and,

WHEREAS, Village of Oswego supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, I, Gail E. Johnson, Village President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby proclaim **April 30 – May 6, 2017** as

NATIONAL SMALL BUSINESS WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 2nd day of May, 2017.

Gail E. Johnson, Village President

ATTEST:

Tina Touchette, Village Clerk

Proclamation

The Village of Oswego, Illinois
Founded in 1833

MUNICIPAL CLERKS WEEK MAY 7 – 13, 2017

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishment of the Office of the Municipal Clerk.

NOW THEREFORE, I, Gail E. Johnson, Village President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, do recognize the week of **May 7 – 13, 2017**, as

MUNICIPAL CLERKS WEEK

and further extend appreciation to our Municipal Clerk, Tina Touchette, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 2nd day of May, 2017.

Gail E. Johnson, Village President

ATTEST:

Tina Touchette, Village Clerk

Proclamation

The Village of Oswego, Illinois
Founded in 1833

**NATIONAL POLICE WEEK, May 14 – 20, 2017
PEACE OFFICERS' MEMORIAL DAY
MAY 15, 2017**

WHEREAS, the Congress and President of the United States have designated May 15, 2017 as **PEACE OFFICERS' MEMORIAL DAY**, and the week in which it falls as **NATIONAL POLICE WEEK**; and

WHEREAS, the members of the law enforcement agency in the Village of Oswego play an essential role in safeguarding the rights and freedoms of the citizens of Oswego; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the Village of Oswego unceasingly provides a vital public service;

NOW, THEREFORE, I, Gail E. Johnson, Village President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, call upon all citizens of Oswego and upon all patriotic, civic and educational organizations to observe the week of **May 14 – 20, 2017** as

POLICE WEEK

with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of the Village of Oswego to observe **May 15, 2017** as

PEACE OFFICERS' MEMORIAL DAY

in honor of those peace officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 2nd day of May, 2017.

Gail E. Johnson, Village President

ATTEST:

Tina Touchette, Village Clerk

CALENDAR UPDATE

Wine on the Fox May 6th-7th
Oswego Community Garage Sale May 12th-13th
Village Offices Closed May 29th

Brush Pick-up:
Zone A- May 1st-5th
Zone B-May 8th-12th

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

Economic Development Commission	May 3, 2017	6:00 p.m.
Planning and Zoning Commission Meeting	May 4, 2017	7:00 p.m.
ECO Commission Meeting	May 8, 2017	6:30 p.m.
Cultural Arts Commission Meeting	May 10, 2017	6:00 p.m.
Committee of the Whole Meeting	May 16, 2017	6:00 p.m.
Regular Village Board Meeting	May 16, 2017	7:00 p.m.
Historic Preservation Commission Meeting	May 24, 2017	7:00 p.m.
Administrative Adjudication	May 25, 2017	5:00 p.m.

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

Location: Oswego Law Enforcement Center, 3525 Route 34, Oswego, IL

Police Commission Meeting	May 4, 2017	5:00 p.m.
Police Pension Board Meeting	July 27, 2017	3:15 p.m.