



NOTICE AND AGENDA

**NOTICE IS HEREBY GIVEN
THAT A REGULAR VILLAGE BOARD MEETING**

WILL BE HELD ON

January 15, 2019

7:00 PM

Location: Oswego Village Hall

- 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. Oath of Office- Patrol Officer

 - D.2. Employee Service Awards
 - a. Bill Blessing- 20 Years of Service (Police Department)

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

Tina Touchette
Village Clerk

E. PUBLIC FORUM

F. STAFF REPORTS

G. CONSENT AGENDA

G.1. December 18, 2018 Special Village Board Minutes

[12-18-18 SpclVB.docx](#)

G.2. Ordinance Amending Title 3 Chapter 31; Decrease Class "C" Video Gaming License for Pepe's Mexican Restaurant Located at 2743 US Highway 34. (First Read of Ordinance, Waiver of Second Read)

[Memo-Pepe's Mexican Restaurant Decrease Class C Video Gaming License.docx](#)
[19- Pepe's Mexican Restaurant Decrease Class C Video Gaming License.docx](#)

G.3. Resolution Authorizing the Police Department to Purchase One (1) New Ford Transit Connect from Riverview Ford in an Amount Not to Exceed \$25,503.60; and the Waiving of the Competitive Public Bidding Requirement.

[Squad Purchase - Memo - 1-15-19.docx](#)
[Squad Purchase - Resolution - 1-15-19.docx](#)
[Squad Purchase - Exhibit A - Riverview Ford Quaoote - 1-15-19.pdf](#)

G.4. Ordinance Approving the Final PUD and Subdivision Plat for Harvest Gate Phase 1A (First Read of Ordinance, Waiver of Second Read)

[1009.18 Harvest Gate VB1.docx](#)
[Ord #1- - Harvest Gate phase 1a final.docx](#)
[exhibit a.pdf](#)
[exhibit b.pdf](#)
[exhibit c.pdf](#)
[exhibit d.pdf](#)
[exhibit e.pdf](#)
[exhibit f.pdf](#)
[1009.18 Harvest Gate final PC.060718.docx](#)
[P & Z minutes 06 07 18.doc](#)

H. BILL LIST

H.1. Approve Bill List Dated January 15, 2019 in the Amount of \$2,268,315.39.

[1-15-19 Bill List.pdf](#)

I. OLD BUSINESS

J. NEW BUSINESS

- J.1. Resolution Authorizing the Execution of an Intergovernmental Agreement Between Kendall County, the Village of Montgomery and the Village of Oswego, Relating to the Construction and Maintenance of a Traffic Signal at the Intersection of Galena Road and Concord Drive, Section 18-00145-00-TL.

[JH011519.PBOT_IGA Traffic Signal.docx](#)
[Attachments.pdf](#)
[19-R- Authorizing IGA for Traffic Signal.docx](#)
[Exhibit A - Concord and Galena IGA final 12-14-18.docx](#)

- J.2. Ordinance Proposing the Establishment of Village of Oswego Special Service Area SS200 Hudson Crossing 19 SSA 01 and Providing for a Public Hearing and other Procedures (First Read of Ordinance, Waiver of Second Read)

[SSA for the Reserve at Hudson Crossing.VB.1.15.19.docx](#)
[Ord -- Proposing Special Service Area 4826-3071-2449.docx](#)
[exhibit b Map of Special Service Area.pdf](#)

K. PRESIDENT'S REPORT

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)]
- e. Security Procedures and the Use of Personnel and Equipment to Respond to an Actual, Threatened, or a Reasonably Potential Danger to the Safety of Employees, Staff, the Public, or Public Property [5 ILCS 120/2(c)(8)]

N. POSSIBLE ACTION OF CLOSED SESSION ITEMS INCLUDING:

O. CALENDAR UPDATE

O.1. Calendar Update

[Calendar_Update.docx](#)

P. ADJOURNMENT

**MINUTES OF A SPECIAL MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
December 18, 2018**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Gail Johnson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance to the Flag of the United States of America.

ROLL CALL

Physically Present: President Gail Johnson and 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; Tina Touchette, Village Clerk; Jeff Burgner, Police Chief; Jennifer Hughes, Public Works Director; Jay Hoover, Building & Zoning Manager; Jenette Sturges, Community Engagement Coordinator-Marketing; Carri Parker, Purchasing Manager; Harry Bell, Administrative Intern; and David Silverman, 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 6:01 p.m. There was no one who requested to speak; the Public Forum was closed at 6:01 p.m.

STAFF REPORTS

Administrator Di Santo- thanked staff and the Board for volunteering at the Kendall County Food Pantry; this is the third year in row for volunteering; it's a nice tradition.

Director Hughes- the new Police Headquarters received a Project of the Year award from the American Public Works Association Fox Valley branch in the category of Structures - \$25 million to \$75 million. Village staff will be presented with the award and give a presentation on the project at the annual luncheon of the Fox Valley branch of the APWA on Tuesday, Jan. 8 at Two Brothers. From there, the Oswego Public Safety Campus will be advanced to the Chicago Metro competition where it will compete against projects from Chicago and collar counties. She thanked Chief Burgner, Deputy Chief Jensen and Jenette Sturges for their help.

Manager Parker- gave a brief explanation of Consent Agenda item G.7.; noted some of the surplus items would be donated to surrounding communities; asked whether there was any questions or concerns with donating; discussion focused on identifying items with a dollar value; a lot are older pieces; will get money for items of value.

Manager Hoover- briefly stated the use of old Police Department fitness equipment would be relocated to Village Hall, for staff use, as part of the wellness program; employees like to walk in the Winter; treadmills will be located on the second floor for staff to use before and after work and on lunch at no cost.

CONSENT AGENDA

- G.1. December 4, 2018 Committee of the Whole Minutes
- G.2. December 4, 2018 Regular Village Board Minutes
- G.3. Resolution Authorizing the Execution of an Agreement between the Village of Oswego and The International Union of Operating Engineers Local 150; Subject to Attorney Review. **Resolution No. 18-R-99**
- G.4. Ordinance Amending Title 6 Chapter 2 Section 24 of the Village Code of Ordinances; Vagrants (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 18-101**; removing from Village code because it is outdated and there is new case law; not replacing; have other laws and codes the Police Department can rely on.
- G.5. Resolution Authorizing Final Acceptance of Public Improvements for O’Reilly Auto Enterprises, 4092 Route 71, Oswego, IL, Effective December 19, 2018, and Release of Project Surety. **Resolution No. 18-R-100**
- G.6. Resolution Amending the Personnel Policy Manual for the Village of Oswego; Vacation, Fitness and Recreation Equipment Use Policy. **Resolution No. 18-R-101**
- G.7. Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego; Miscellaneous Furniture, Equipment and Old Water Meters. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 18-102**

A motion was made by Trustee Kauffman and seconded by Trustee Perez to approve the Consent Agenda; Approving the December 4, 2018 Committee of the Whole Meeting Minutes; Approving the December 4, 2018 Regular Village Board Minutes; and approving the following ordinances and resolutions:

Ordinance No. 18-101; Ordinance Amending Title 6 Chapter 2 Section 24 of the Village Code of Ordinances; Vagrants (First Read of Ordinance, Waiver of Second Read)

Ordinance No. 18-102; Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego; Miscellaneous Furniture, Equipment and Old Water Meters. (First Read of Ordinance, Waiver of Second Read)

Resolution No. 18-R-99; Resolution Authorizing the Execution of an Agreement between the Village of Oswego and The International Union of Operating Engineers Local 150; Subject to Attorney Review.

Resolution No. 18-R-100; Resolution Authorizing Final Acceptance of Public Improvements for O’Reilly Auto Enterprises, 4092 Route 71, Oswego, IL, Effective December 19, 2018, and Release of Project Surety.

Resolution No. 18-R-101; Resolution Amending the Personnel Policy Manual for the Village of Oswego; Vacation, Fitness and Recreation Equipment Use Policy.

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

Nay: None

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

BILL LIST

- H.1. Approve Bill List Dated December 18, 2018 in the Amount of \$1,805,096.03.

A motion was made by Trustee Parr and seconded by Trustee Kauffman to approve the Bill List Dated December 18, 2018 in the Amount of \$1,805,096.03.

| | |
|--------------------|----------------------|
| Aye: Ryan Kauffman | Karin McCarthy-Lange |
| Pam Parr | Luis Perez |
| Judy Sollinger | 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. Resolution Authorizing the Execution of a Contract with Azavar Audit Solutions for Data, Financial and Compliance Analysis Services. **Resolution No. 18-R-102**

Manager Parker addressed the Board regarding a contract with Azavar. Azavar Audit Solutions began in 2005 as the Azavar Municipal Utility Review Program. Headquartered in Chicago, Azavar Audit Solutions serves a large client base of municipal organizations, specializing in identifying uncollected or improperly collected revenues. Azavar reviews Village data and, using GIS analysis, contract review and other methods, ensures that all revenue owed to the Village is being properly collected. Azavar works on a contingency basis; meaning their fee is paid from the revenue identified and collected. Staff reviewed the proposal and completed reference checks. Staff believes the companies experience, satisfaction rate, and recovery success is worth the additional costs if monies are found to be owed to the Village. There is no charge if they do not find anything.

Board and staff discussion focused on how they get paid for services; Azavar does not get paid until the Village gets paid; Azavar is paid a percentage; checks that vendors are properly collecting money and paying the correct amount to the Village; 30 month contract; how long it takes to identify uncollected revenues; attorneys are paid by Azavar; what the average return is; what history shows for communities of Oswego's size; cannot determine at this time. There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee McCarthy-Lange to approve a Resolution Authorizing the Execution of a Contract with Azavar Audit Solutions for Data, Financial and Compliance Analysis Services.

| | |
|--------------------|----------------------|
| Aye: Ryan Kauffman | Karin McCarthy-Lange |
| Pam Parr | Luis Perez |
| Judy Sollinger | 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.2. Resolution Authorizing the Execution of a 4-Year Contract for the Delivery of Bulk Fuel in the Amount of \$0.12 Over Rack Price to Al Warren Oil Co. Inc. **Resolution No. 18-R-103**

Manager Parker addressed the Board regarding a contract for bulk fuel. The bid opening was held on December 11, 2018; two bids were received. Al Warren Oil Co. Inc. submitted the lowest responsible bid at \$0.12 above rack price for all three years. The Village can purchase fuel at either a set price or at a rate above the rack price. Purchasing at a set price locks in the rate but may result in an overpayment if the price of fuel declines. Basing the rate on the rack price means the rate more closely resembles the market, which means the Village can take advantage of dips in gasoline prices throughout the year, but is also subject to the market volatility. Using the rack rate has worked well for the Village in the past.

In previous years, staff purchased 80% of the fuel needs up front; 12,500 gallons of gasoline at \$2.35/gallon and 10,000 gallons diesel at \$2.50/gallon. This process would have worked out had the rack prices increased steadily over the contract period. However, during this time the rack price declined. Had the Village received the rack price, previously, the Village would have saved an estimated \$8,000 in fuel costs. Due to the potential cost savings, staff decided to obtain the rack price in 2016 with an optional two-year renewal. Staff believes this purchase method is the in the best

interest of the Village. Contract begins January 1, 2019.

Board and staff discussion focused on what rack prices means; price set every Monday; Village does not pay taxes on the fuel; information available online every Monday; no gas or State tax on the fuel; paying Chicago regional price. There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee Parr to approve a Resolution Authorizing the Execution of a 4-Year Contract for the Delivery of Bulk Fuel in the Amount of \$0.12 Over Rack Price to Al Warren Oil Co. Inc.

Aye: Ryan Kauffman Karin McCarthy-Lange
Pam Parr Luis Perez
Judy Sollinger 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 Amending Section 300.17; Section 300.30; and 602.0 of the Floodplain Ordinance of the Village of Oswego Kendall and Will Counties, IL to Adopt Flood Insurance –Study and Flood Insurance Rate Maps for Will County (Waive First Reading) **Ordinance No. 18-103**

Director Hughes addressed the Board regarding an amendment to the floodplain ordinance. The Village is a member of the National Flood Insurance Program which makes property owners within the Village eligible to obtain flood insurance. The Village adopted the current floodplain regulations in 2009. The regulations reference the Flood Insurance Studies for Kendall County. The maps identify areas of the Special Flood Hazard Area (SFHA) which, due to the likelihood of flooding, are subject to higher regulatory requirements and insurance rates than properties not located in the SFHA. Properties that are not located in the SFHA may still flood. The Federal Emergency Management Agency prepared revised Flood Insurance Studies for Will County. Since portions of the Village are or will be in Will County, the Village must adopt the revised studies to maintain our standing in the Flood Insurance Program. The Floodplain Ordinance will be revised to adopt these panels. There was no further discussion.

A motion was made by Trustee Kauffman and seconded by Trustee Perez to approve an Ordinance Amending Section 300.17; Section 300.30; and 602.0 of the Floodplain Ordinance of the Village of Oswego Kendall and Will Counties, IL to Adopt Flood Insurance –Study and Flood Insurance Rate Maps for Will County. (First Read of Ordinance, Waiver of Second Read)

Aye: Ryan Kauffman Karin McCarthy-Lange
Pam Parr Luis Perez
Judy Sollinger 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. Resolution Authorizing Gilbane Building Company to Execute Change Order #ATP-168 to the HVAC Contract with C. Acitelli Heating in the Amount Not to Exceed \$42,657.25 for the Construction of the New Police Headquarters Project and the Waiving of the Competitive Public Bidding Requirement. **Resolution No. 18-R-104**

Chief Burgner addressed the Board regarding a change order and HVAC contract. The new Police Headquarters will be equipped with evidence processing equipment that will require an exhaust system to evacuate air from evidence processing/packaging areas of the building; providing for a safe work environment. When drawings were released for Bid Release #3 on April 25, 2017, the details of this exhaust system were not included in the released drawings. Once the bidding process was completed on May 23, 2017, a HVAC contractor had been selected and approved by the Village

Board on June 6, 2017. Final construction drawings were released by HOK on June 19, 2017. Included in these drawings were the details for the exhaust system within the evidence processing/packaging areas of the building. The details were not highlighted in the construction set of documents released on June 19, 2017; therefore, Gilbane Building Company as well as C. Acitelli Heating did not pick up on the new detail until later in the project during coordination efforts for the evidence processing/packing spaces. It was determined that up to seven pieces of equipment called EAV's as well as associated ductwork and installation were not included in the bid submitted by C. Acitelli Heating. The EAV is a piece of equipment that is attached to each run of ductwork for each of the specialty pieces of equipment intended to be installed in the evidence processing/packaging areas. The EAV controls the exhaust flow for each piece of equipment.

During the final months of the project, a new superintendent from Gilbane Building Company was assigned to the project. While doing so, they began closing the loop on open issues such as the coordination of evidence processing equipment intended for these spaces. In mid-October, Village staff was notified of the issue regarding the cost for the above-mentioned work not being captured during the bidding process. Pricing for the work was obtained from the HVAC contractor and the total cost for the work is \$55,919.09. It was also determined that the HVAC contractor did bid out a fume hood for the evidence processing area of the building which carries a value of \$13,261.84. During the project, Village staff did not know the equipment was included in the HVAC contract and had been planning to fund this item from alternate sources later in the project; depending on the final status of the budget. The HVAC contractor is willing to provide a contract deduct of \$13,261.85 for the fume hood to use towards the EAV work which would bring the cost to a not to exceed \$42,657.25. Staff would then track the cost for a fume hood in the close out of the project to determine if the current budget will cover the cost. If not, staff will find alternate funding sources such as asset forfeiture or funding from future budget years.

The total cost to address the issue will not exceed \$42,657.25 when using the credit for the fuming hood. The quote has been reviewed by Gilbane Building Company and HOK to confirm the cost is reasonable and covers the scope of the work. The gross change order of \$42,657.25 represents approximately 1% of the awarded contract. Per Section 1-19-11-A(4), change orders exceeding \$15,000 must be approved by the Village Board.

Board and staff discussion focused on total cost of the HVAC system; types of fumes would come from chemicals being used in the evidence room; still have money in the original contract; not asking for additional money; contingency funds are in place; who missed this issue in the original contract; combination of blame; staff asked Gilbane to negotiate the price; equipment would need to be purchased anyway; evidence room is not currently usable; equipment to be installed immediately. There was no further discussion.

A motion was made by Trustee Perez and seconded by Trustee McCarthy-Lange to approve a Resolution Authorizing Gilbane Building Company to Execute Change Order #ATP-168 to the HVAC Contract with C. Acitelli Heating in the Amount Not to Exceed \$42,657.25 for the Construction of the New Police Headquarters Project and the Waiving of the Competitive Public Bidding Requirement.

| | |
|--------------------|----------------------|
| Aye: Ryan Kauffman | Karin McCarthy-Lange |
| Pam Parr | Luis Perez |
| Judy Sollinger | 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. 63 W. Washington Street Mexican Restaurant:

- a. Ordinance Authorizing the Approval of a Third Amendment to the Purchase and Sale Agreement with Andrew Trasatt for 63 W. Washington Street. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 18-104**
- b. Ordinance Approving the First Amendment to the Redevelopment Agreement Between the Village of Oswego and JLAT LLC Concerning 63 W. Washington Street. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 18-105**

Administrator Di Santo addressed the Board regarding a third amendment to the purchase and sale agreement and a first amendment to the redevelopment agreement. On May 27, 2017 the Board passed Ordinance 17-23 Approving a Purchase and Sale Agreement (PSA) with Andrew Trasatt for the purchase of 63 W. Washington Street with the intent to develop as a Mexican Restaurant. The PSA was amended on November 21, 2017 and May 1, 2018 to extend the inspection period to November 21, 2018 to allow the parties to finalize the redevelopment agreement (RDA). On October 2, 2018, the Board passed Ordinance 18-80, approving an RDA with JLAT, LLC to redevelop 63 W. Washington Street with a Mexican Restaurant. The RDA outlines the obligations of both the Village and JLAT, including a Village lien rights and a right of reverter. As JLAT pursues financing on the project, their lender requires two RDA revisions and one PSA revision to proceed.

The proposed Third Amendment to the PSA would establish a May 1, 2019 closing deadline, which coincides with the developer's deadline to begin construction on the development. It's necessary to extend the closing deadline to allow JLAT to finalize development financing. Section 13(G) of the RDA describes the Village's rights to lien the property should money or other consideration be due from JLAT that is not otherwise collectable through a cash payment or JLAT's performance surety. The RDA states that the Village's lien is subordinate only to "any first mortgage" (*i.e.*, JLAT's lender). Since JLAT is pursuing financing through the federal Small Business Administration (SBA), the SBA is also asking to be listed as a lien holder in front of the Village. At the time the RDA was drafted, staff only anticipated one mortgage holder on the project, and the intent was for the Village's lien to be subordinate to the lone mortgage holder. However, since JLAT is seeking SBA financing, staff agrees that amending the RDA to make the Village's lien subordinate to both the lender and the SBA is consistent with the RDA's original intent.

In addition, RDA Section 8(C) establishes a "right of reverter," which allows the Village to take back possession of the property should JLAT fail to meet its development obligations. A revised Section 18(U) is presented in the RDA Amendment to clarify that upon substantial completion of the development and JLAT's full compliance with the RDA, the Village will agree to release the right of reverter. Like the first change, this is consistent with the RDA's original intent and staff supports the modification. None of the changes impact the construction schedule, which is still slated to begin this spring.

Board and staff discussion focused on how long the business needs to be open before the reverter goes away; reverter goes away once the business is operational; agreement includes language that requires the business to stay open for three years or they owe the Village \$90,000; Ancel Glink reviewed the amendments; SBA is still in process; deadline is around January 1, 2019. There was no further discussion.

A motion was made by Trustee Kauffman and seconded by Trustee Perez to approve an Ordinance Authorizing the Approval of a Third Amendment to the Purchase and Sale Agreement with Andrew Trasatt for 63 W. Washington Street. (First Read of Ordinance, Waiver of Second Read)

Aye: Ryan Kauffman
Pam Parr

Karin McCarthy-Lange
Luis Perez

Judy Sollinger

Joe West

Nay: None

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

A motion was made by Trustee Perez and seconded by Trustee Kauffman to approve an Ordinance Approving the First Amendment to the Redevelopment Agreement Between the Village of Oswego and JLAT LLC Concerning 63 W. Washington Street. (First Read of Ordinance, Waiver of Second Read)

Aye: Ryan Kauffman

Karin McCarthy-Lange

Pam Parr

Luis Perez

Judy Sollinger

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

Happy Holidays and New Year's. Had a great 2018.

Asked that the Village Board review the new security policy; need to wear their name badges as part the new security measures in Village Hall.

TRUSTEE REPORTS

Trustee McCarthy-Lange – Happy Holidays; much excitement in the new year.

Trustee Kauffman- fire on Light Rd; 24 families are homeless; people are reaching out to him asking what they can do. President Johnson will be contacting Fire Chief Veseling in the morning to get further details; Red Cross is currently assisting the families; also reached out to the Salvation Army. Manager Hoover noted that temporary shelters were being provided by the Red Cross; the fire took place in the County's jurisdiction; staff will work with the County. Administrator Di Santo suggested we promote/provide help information on social media once it becomes available.

CLOSED SESSION

There was no Closed Session held.

ADJOURNMENT

A motion was made by Trustee McCarthy-Lange and seconded by Trustee Kauffman to adjourn the meeting; upon a voice vote with all remaining members present voting aye, the meeting was adjourned at 6:41 p.m.

Tina Touchette
Village Clerk

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: January 15, 2019

SUBJECT: Pepe’s Mexican Restaurant- Class “C” Video Gaming License

ACTION REQUESTED:

Consideration to decrease a Class “C” video gaming license for Pepe’s Mexican Restaurant located at 2743 US Highway 34.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

N/A

DISCUSSION:

Dalexmeri, Inc., dba Pepe’s Mexican Restaurant no longer wishes to hold a Class “C” video gaming license due to not producing sufficient funds to pay for the licensing. All video gaming terminals, including the redemption machine have been removed from the establishment. The Clerk’s Office is in receipt of the physical Village issued video gaming license.

RECOMMENDATION:

Staff is recommending the approval of an ordinance to decrease the Class “C” video gaming license for Dalexmeri, Inc., dba Pepe’s Mexican Restaurant located at 2743 US Highway 34.

ATTACHMENTS:

- Ordinance

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

ORDINANCE NO. 19 - __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

Video Gaming

**(Dalexmeri, Inc. dba Pepe's Mexican Restaurant, 2743 US Highway 34 Oswego IL; Decrease Class "C"
Video Gaming License)**

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

This 15th day of January 2019

Published in pamphlet form by authority of the President and Board of Trustees
of the Village of Oswego on January __, 2019.

ORDINANCE NO. 19 - __

AN ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

Video Gaming

(Dalexmeri, Inc. dba Pepe's Mexican Restaurant, 2743 US Highway 34 Oswego IL; Decrease Class "C" Video Gaming License)

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

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

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

WHEREAS, Dalexmeri, Inc. dba Pepe's Mexican Restaurant, located at 2743 US Highway 34 Oswego IL no longer wishes to hold a Class "C" video gaming license due to not producing sufficient funds to pay for the licensing; and

WHEREAS, all video gaming terminals, including the redemption machine have been removed from the establishment; and

WHEREAS, the Clerk's Office is in receipt of the physical Village issued video gaming license and the Illinois Gaming Board has been notified.

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

SECTION 1: To decrease the number of Class "C" Video Gaming Licenses from one (1) to zero (0) licenses. That Section 3-31-9 of the Village Code of the Village of Oswego is hereby amended as follows:

3-31-9 (A): NUMBER OF VIDEO GAMING LICENSES:

There shall be no more than eight (8) Class A licenses in effect at any one time.

There shall be no more than zero (0) Class C licenses in effect at any one time.

There shall be no more than zero (0) Class D licenses in effect at any one time.

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

There shall be no more than zero (0) Class G licenses in effect at any one time.

There shall be no more than one (1) Class N licenses in effect at any one time.

SECTION 2: SEVERABILITY

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

SECTION 3: REPEALER

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

SECTION 4: EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 15th day of January 2019.

| | | | |
|----------------------|-------|----------------|-------|
| RYAN KAUFFMAN | _____ | JUDY SOLLINGER | _____ |
| KARIN MCCARTHY-LANGE | _____ | LUIS PEREZ | _____ |
| 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 15th day of January 2019.

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 Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance entitled:

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

Video Gaming
(Dalexmeri, Inc. dba Pepe's Mexican Restaurant, 2743 US Highway 34 Oswego IL; Decrease Class "C"
Video Gaming License)

which Ordinance was duly adopted by said Board of Trustees at a special meeting held on the 15th day of January 2019, approved by the Village President on the 15th day of January 2019 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 January 2019.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: January 15, 2019

SUBJECT: Police Department Vehicle Purchase

ACTION REQUESTED:

Resolution Authorizing the Purchase of One New Ford Transit Connect Wagon from Riverview Ford for an Amount Not to Exceed \$25,503.60

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

| Date of Action | Meeting Type | Action Taken |
|----------------|--------------|--------------|
| NA | NA | NA |
| | | |

DEPARTMENT: Police

SUBMITTED BY: Jeff Burgner – Chief of Police

FISCAL IMPACT:

This vehicle purchase is budgeted for in the FY19 budget within the Vehicle Fund. The budgeted amount is \$40,260.00 which includes emergency lighting equipment.

BACKGROUND:

The Police Department requested \$27,825.00 be allocated in the FY19 Vehicle Fund for the purchase of one Community Service Officer vehicle in FY19. The Village had established the \$40,260.00 budget amount to acquire a new Community Service Officer squad which includes the cost of purchasing and installing any necessary emergency lighting equipment. Morrow Brothers currently holds the state bid contract for the Ford Transit Connect Wagon for the bidding year. This Community Service Officer vehicle purchase will replace a current Community Service Officer vehicle that is in the fleet. The vehicle being replaced will be transitioned to a vehicle for our Citizen’s Police Academy Alumni Association (CPAAA). The current CPAAA vehicle will be retired out of the fleet due to age and mechanical issues. This replacement vehicle would be purchased from Riverview Ford.

DISCUSSION:

We understand the Village Board highly recommends that staff shop a proposal with the local vendors. Staff contacted Riverview Ford and spoke to their fleet sales manager regarding a vehicle purchase. Specifications were provided, and they located a vehicle meeting our needs and are willing to acquire the vehicle for us to purchase it from Riverview Ford. The other dealers contacted for pricing are Sutton Ford and Morrow Brothers. Morrow Brothers currently has the state bid price as indicated. Shown below are the prices from Sutton Ford, Morrow Brothers and Riverview Ford. This pricing is only for the vehicle and does not include emergency lighting. Staff supports and recommends purchasing the vehicle from Riverview Ford. The cost for the vehicle is \$637.00 above the lowest quote for the vehicle. Staff will be able to stay within the overall budget when adding emergency lighting and equipment to the vehicle which will take into account the \$637.00 difference on the vehicle cost.

The Oswego Police Department would like to transition the Community Service Officer vehicles over to a white exterior color. The color change would allow us to have a distinct difference indicating to the public that a community service vehicle is different than a sworn officer vehicle, as they serve in a different role.

| Dealer | Sutton Ford | Morrow Brothers | Riverview Ford |
|------------------|-------------|-----------------|----------------|
| Price of vehicle | \$24,783.60 | \$25,240.00 | \$25,373.60 |
| DOC/Title/Plates | \$103.00 | \$175.00 | \$130.00 |
| Delivery | N/A | \$275.00 | N/A |
| Total | \$24,866.60 | \$25,690.00 | \$25,503.60 |

RECOMMENDATION:

Staff recommends the approval of the resolution to purchase one new Ford Transit Connect not to exceed \$25,503.60 from Riverview Ford in Oswego, IL. The competitive bid requirement of the Village Code is waived.

ATTACHMENTS:

Resolution

Exhibit A – Riverview Ford Quote

RESOLUTION NO. 19 - R - ____

RESOLUTION AUTHORIZING THE POLICE DEPARTMENT PURCHASE OF ONE NEW FORD TRANSIT CONNECT NOT TO EXCEED \$25,503.60 FROM RIVERVIEW FORD IN OSWEGO, ILLINOIS AND WAIVING OF THE COMPETITIVE PUBLIC BIDDING REQUIREMENT.

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 desires to purchase one new police squad; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the purchase 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 PURCHASE

The Village President and Village Board of Trustees are hereby authorized and directed to execute on behalf of the Village of Oswego the purchase of one new Ford Transit Connect police squad not to exceed \$25,503.60 from Riverview Ford in Oswego, Illinois as detailed in the form attached as “Exhibit A.” The competitive bid requirement of the Village Code is waived.

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 15th day of January 2019.

| | | | |
|----------------------|-------|----------------|-------|
| 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 15th day of January 2019.

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:

RESOLUTION AUTHORIZING THE POLICE DEPARTMENT PURCHASE OF ONE NEW FORD TRANSIT CONNECT NOT TO EXCEED \$25,503.60 FROM RIVERVIEW FORD IN OSWEGO, ILLINOIS AND WAIVING OF THE COMPETITIVE PUBLIC BIDDING REQUIREMENT.

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 15th day of January 2019, and thereafter approved by the Village President on the 15th day of January 2019.

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 _____ 2019.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



(630) 897-8900
FAX (630) 897-3366

2200 U.S. HWY. 30 • OSWEGO, ILLINOIS • 60543

RETAIL BUYER'S ORDER

Salesman FLEET

Date 1-4-19

| | |
|---|---------------------------|
| Purchaser <u>OSWEGO POLICE DEPARTMENT</u> | Phone <u>630-557-7300</u> |
| Address <u>3355 WOODLEY ROAD</u> | County |
| City <u>OSWEGO</u> State <u>IL</u> | Zip Code <u>60543</u> |

WHAT BROUGHT YOU TO RIVER VIEW FORD, INC.?
I hereby agree to purchase from you under the terms and conditions specified the following:

Year 2019 Make FORD Model TRANSIT CONNECT WAGON

Ext. Color WHITE Int. Color _____ Stock # _____

Delivery of this purchase is to be made _____, or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for the failure to effect delivery.

| | | |
|-----------------------------|------------------------|---------------------|
| CASH DELIVERED PRICE OF CAR | | \$ <u>25,373.60</u> |
| | <u>LONG WHEEL BASE</u> | |
| | <u>XL WAGON</u> | |

| | | |
|---------------|---------------------|----|
| NEW CAR MILES | Vehicle Price | \$ |
| | Cook County Use Tax | \$ |

Payment of the net balance due is to be financed by credit arranged for by River View Ford, Inc., and this transaction is entirely contingent upon the terms of such credit plan when disclosure of such terms made to the Buyer.

Drive Away Lic. App. Lic. Fees 130 -

ILLINOIS SALES TAX

LUXURY TAX

Signed X _____ Total \$ 25,503.60

| NEW PLATE | | TRANS. | SETTLEMENT: | | | | |
|-----------------|----|--------|-----------------------|-------------|-----------|-----------------|---------------------|
| | | | Deposit - Receipt No. | | | | \$ |
| CAR | | | Used Car | Make | Series | Body Style | |
| TRUCK | | | Year - | | | | |
| | | | VIN | | | | |
| | \$ | | Allow. \$ | <u>NONE</u> | Estimated | Equity | \$ |
| License Fee | \$ | | Gross | Bal. Due \$ | | | \$ |
| Title Fee | \$ | | | Actual | Verified | | \$ |
| Documentary Fee | \$ | | Balance Due To: | | | | \$ |
| Cook County Tax | \$ | | Good Til: | | | | \$ |
| TOTAL | \$ | | | | | C.O.D. | \$ <u>25,503.60</u> |
| | | | | | | Net Balance Due | \$ |
| | | | TRADE-IN MILES | | | TOTAL | \$ |

Dealer's new car warranty is shown on the back of this order. It is agreed that there are no other warranties, either expressed or implied, covering a new car sold hereunder. If this agreement is for a used vehicle, the information you see on the (Federal Trade Commission) window form is part of this agreement. Information on the window form overrides any contrary provisions in the contract of sale.

This order is not binding on dealer until accepted by the dealer in writing. **MUST BE ACCEPTED BY AN OFFICER OF THE COMPANY ACCEPTED BY RIVER VIEW FORD, INC.**

Purchaser agrees, upon demand made by Seller, to execute and/or complete any and all documents necessary to consummate the transaction contemplated herein. If Purchaser fails or refuses to consummate the purchase of the motor vehicle contemplated hereby, or is otherwise in default under this Vehicle Purchase Order for Motor vehicle, Purchaser shall reimburse Seller for all fees, costs and expenses, including attorney's fees, incurred by Seller as a result of Purchaser's default hereunder. I have read the matter printed on the back hereof and agree to it as a part of Order the same as if it were printed above my signature, the front and back of Order comprise the entire agreement pertaining to this purchase, and no other agreement of any kind, understanding or promise whatsoever. Receipt of a copy of this Order is hereby acknowledged. I certify that I am 21 years of age or older. I have read, understand, and accept all provisions of the warranty statement covering this new Ford Motor company vehicle. The undersigned warrants the used car traded in to be in good condition, to have never been used commercially, in livery, as a taxicab, or as a police car, not to have a cracked or welded block, or not to have been seriously damaged and does not carry a salvage vehicle title. Purchaser acknowledges that there may have been certain transit and/or storage damage to the vehicle sold by the Seller herein, and Purchaser hereby release the Seller for any and all claims arising out of such transit and/or storage damage.

By _____ Buyer's Signature X _____

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: January 15, 2019

SUBJECT: Harvest Gate Phase 1a Final Plat

ACTION REQUESTED:

Ordinance Approving the Final PUD and Subdivision Plat for Harvest Gate Phase 1a (waiving second read and adopting)

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the Final PUD and Subdivision Plat for Phase 1a on June 7, 2018. After some discussion, the Commission recommended approval (7-0).

ACTION PREVIOUSLY TAKEN:

| Date of Action | Meeting Type | Action Taken |
|----------------|-----------------------|--|
| 8/11/2003 | Village Board Meeting | Approved Ordinances #03-78 authorizing execution of an Annexation Agreement, #03-80 Annexing, and #03-81 Rezoning. |
| 11/14/2005 | Village Board Meeting | Approved Ordinance #05-145 approving the Preliminary PUD Plat. |
| 7/18/2017 | Village Board Meeting | Approved Ordinance #17-33 approving the Major Change and Preliminary PUD and Plat |

DEPARTMENT: Community Development

SUBMITTED BY: Community Development Director Rod Zenner

FISCAL IMPACT:

The development will pay the impact fees established by the 2015 fee study

BACKGROUND:

In 2001, the Village of Oswego approved the annexation of the Southbury Subdivision. Pod #8, also known as Harvest Gate was identified to be townhomes. In 2005, the Village approved Ordinance #05-145 approving the Preliminary PUD allowing for the development of 182 townhome units. In 2017, the Village Board approved a major change to the PUD to allow for the development of 93 single-family residential lots.

DISCUSSION:

The petitioner is presenting a Final PUD and Subdivision Plat for Phase 1A consisting of 22 single-family residential lots. The lots as proposed are consistent with the approved Preliminary PUD and Subdivision Plat. The lot line between Lots 8 and 9 has been adjusted slightly from the Preliminary Plat resulting in more square footage for Lot 9 to create a more buildable lot. The proposed landscape plan shown for the entire Pod 8 is consistent with the preliminary plan.

Staff is of the opinion that the proposed Final PUD and Subdivision Plat is in substantial conformance to the approved preliminary plat and recommends approval.

RECOMMENDATION:

Staff recommends adoption of the Ordinance approving the Final PUD and Subdivision Plat for Harvest Gate Phase 1a (waiving second read and adopting).

ATTACHMENTS:

Ordinance

Exhibit A – Legal Description

Exhibit B – Location Map

Exhibit C – Subdivision Plat

Exhibit D – Street and Traffic Identifier Plan

Exhibit E – Preliminary Architecture Plans

Exhibit F – Landscape Plan

Planning and Zoning Commission Memo

Planning and Zoning Commission Minutes

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

ORDINANCE NO. 19 -- ____

**AN ORDINANCE APPROVING A FINAL PUD AND SUBDIVISION PLAT FOR
THE HARVEST GATE PHASE 1A AT SOUTHBURY IN THE VILLAGE OF OSWEGO,
KENDALL COUNTY, ILLINOIS**

(Harvest Gate)

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

This ____ day of _____, 2019

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 _____ 2019.

ORDINANCE NO. 19 -- __

**AN ORDINANCE APPROVING A FINAL PUD AND SUBDIVISION PLAT FOR
THE HARVEST GATE PHASE 1A AT SOUTHBURY IN THE VILLAGE OF OSWEGO,
KENDALL COUNTY, ILLINOIS**

(Harvest Gate)

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, Southbury Land Venture, LLP has submitted a request to approve the Final PUD and Subdivision Plat for Harvest Gate Phase 1a located in the Southbury Subdivision at the southern intersection of Southbury Boulevard and Colchester Drive, to allow for the development of 22 single family residential lots; and

WHEREAS, the Annexation Agreement was approved on August 11, 2003 by Ordinance No. 03-78 and recorded as Document 2003-43245, the Ordinance annexing the property was approved on August 11, 2003 by Ordinance No. 03-80 recorded as Document 2003-43246, and the rezoning was approved on August 11, 2003 by Ordinance No. 03-81 as recorded by Document 2003-43247; and

WHEREAS, the Preliminary PUD for Harvest Gate was approved on November 14, 2005 by Ordinance No. 05-145 recorded as Document 06-08102; and

WHEREAS, the Major Amendment and Preliminary PUD for Harvest Gate was approved on July 18, 2017 by Ordinance No. 17-33 recorded as document 2018-002708; and

WHEREAS, the property is currently zoned R-4 General Residence District and is vacant pending development; and

WHEREAS, The Planning and Zoning Commission reviewed the Final PUD and Subdivision Plat on June 7, 2018 and recommended approval of the request by a vote of 7-0.

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

Section 1: That the recitals set forth above are incorporated here by reference, and the application for a Final PUD and Subdivision Plat by Southbury Land Venture, LLP to allow for the development of 22 single family residential lots as depicted on the attached exhibits is approved.

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

- Exhibit "C"* – Subdivision Plat
- Exhibit "D"* – Street and Traffic Identifier Plan
- Exhibit "E"* – Preliminary Architecture Plans
- Exhibit "F"* – Landscape

Section 2: 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: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: This Ordinance shall be in full force and effect immediately upon his passage and approval. Publication in pamphlet form is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of ___ 2019.

| | | | |
|----------------------|-------|----------------|-------|
| 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 _____ 2019.

GAIL E. JOHNSON, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

DRAFT

STATE OF ILLINOIS)

) SS
COUNTIES OF KENDALL)
AND WILL

CLERK'S CERTIFICATE
(ORDINANCE)

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

AN ORDINANCE APPROVING A FINAL PUD AND SUBDIVISION PLAT FOR THE HARVEST GATE PHASE 1A AT SOUTHBURY IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Harvest Gate)

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the ___ day of _____ 2019, approved by the Village President on the ___ day of _____ 2019 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 _____ 2019.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Exhibit
A

LEGAL DESCRIPTION

PARCEL A (SOUTHBURY POD 8A): THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF OUTLOT E IN AUTUMN GATE AT SOUTHBURY; THENCE NORTH 86 DEGREES 29 MINUTES 12 SECONDS WEST, 161.37 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 07 SECONDS WEST, 117.18 FEET; THENCE NORTH 76 DEGREES 43 MINUTES 24 SECONDS WEST, 284.53 FEET; THENCE NORTH 76 DEGREES 03 MINUTES 30 SECONDS WEST, 278.82 FEET; THENCE NORTH 78 DEGREES 07 MINUTES 32 SECONDS WEST, 90.57 FEET TO THE EAST LINE OF COLCHESTER DRIVE (THE FOLLOWING 4 COURSES FOLLOW ALONG SAID EAST LINE); THENCE NORTHEASTERLY, 261.01 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 467.00 FEET, THE CHORD OF SAID CURVE BEARING, NORTH 29 DEGREES 31 MINUTES 00 SECONDS EAST; THENCE NORTH 45 DEGREES 31 MINUTES 41 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, 203.37 FEET; THENCE NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 242.65 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 533.00 FEET, THE CHORD OF SAID CURVE BEARING NORTH 32 DEGREES 29 MINUTES 09 SECONDS EAST; THENCE NORTH 19 DEGREES 26 MINUTES 37 SECONDS EAST, 27.96 FEET TO THE SOUTH LINE OF SOUTHBURY BOULEVARD (THE FOLLOWING 2 COURSES FOLLOW ALONG SAID SOUTH LINE); THENCE EASTERLY, 282.56 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1080.89 FEET, THE CHORD OF SAID CURVE BEARING, SOUTH 84 DEGREES 03 MINUTES 23 SECONDS EAST; THENCE NORTH 88 DEGREES 27 MINUTES 17 SECONDS EAST, 203.95 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 43 SECONDS EAST, 731.26 FEET, TO THE POINT OF BEGINNING, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

PARCEL B (SOUTHBURY POD 8B): THAT PART OF THE SOUTH HALF OF SECTION 16 AND THE NORTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF OUTLOT D AUTUMN GATE AT SOUTHBURY; THENCE NORTH 72 DEGREES 35 MINUTES 19 SECONDS WEST, 288.81 FEET; THENCE NORTH 81 DEGREES 11 MINUTES 16 SECONDS WEST, 101.76 FEET; THENCE NORTH 34 DEGREES 45 MINUTES 05 SECONDS WEST, 46.27 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 7.41 FEET; THENCE NORTH 76 DEGREES 02 MINUTES 35 SECONDS WEST, 160.00 FEET; THENCE NORTH 63 DEGREES 34 MINUTES 12 SECONDS WEST, 37.00 FEET; THENCE NORTH 19 DEGREES 54 MINUTES 23 SECONDS WEST, 25.00 FEET; THENCE NORTH 01 DEGREES 37 MINUTES 54 SECONDS WEST, 314.00 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 05 SECONDS EAST, 175.50 FEET; THENCE NORTH 55 DEGREES 55 MINUTES 44 SECONDS EAST, 540.61 FEET TO THE SOUTHWEST LINE OF SOUTHBURY BOULEVARD (THE FOLLOWING 2 COURSES FOLLOW ALONG SAID SOUTHWEST LINE); THENCE SOUTHEASTERLY, 132.16 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1003.49 FEET, THE CHORD OF SAID CURVE BEARING, SOUTH 51 DEGREES 49 MINUTES 03 SECONDS EAST TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 329.54 FEET ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1080.89 FEET, THE CHORD OF SAID CURVE BEARING, SOUTH 64 DEGREES 19 MINUTES 28 SECONDS EAST, TO THE WEST LINE OF COLCHESTER DRIVE (THE FOLLOWING 4 COURSES FOLLOW ALONG SAID WEST LINE); THENCE SOUTH 19 DEGREES 26 MINUTES 37 SECONDS WEST, 23.04 FEET; THENCE SOUTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 212.60 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 467.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 32 DEGREES 29 MINUTES 09 SECONDS WEST; THENCE SOUTH 45 DEGREES 31 MINUTES 41 SECONDS WEST, 203.37 FEET; THENCE SOUTHWESTERLY, TANGENT TO THE LAST DESCRIBED COURSE, 314.77 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 533.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 28 DEGREES 36 MINUTES 36 SECONDS WEST TO THE POINT OF BEGINNING, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY ILLINOIS.

Harvest Gate at Southbury

Exhibit B
B



Date Printed: 5/31/2017



250



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



SITE LOCATION

VICINITY MAP

FINAL PLAT OF SUBDIVISION HARVEST GATE AT SOUTHBURY POD 8, PHASE 1A

BEING A PART OF NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

THIS PLAT WAS SUBMITTED TO THE COUNTY
RECORDER FOR THE PURPOSES OF RECORDING BY:

(PRINT NAME)

(ADDRESS)

(CITY/TOWN) (STATE) (ZIP CODE)

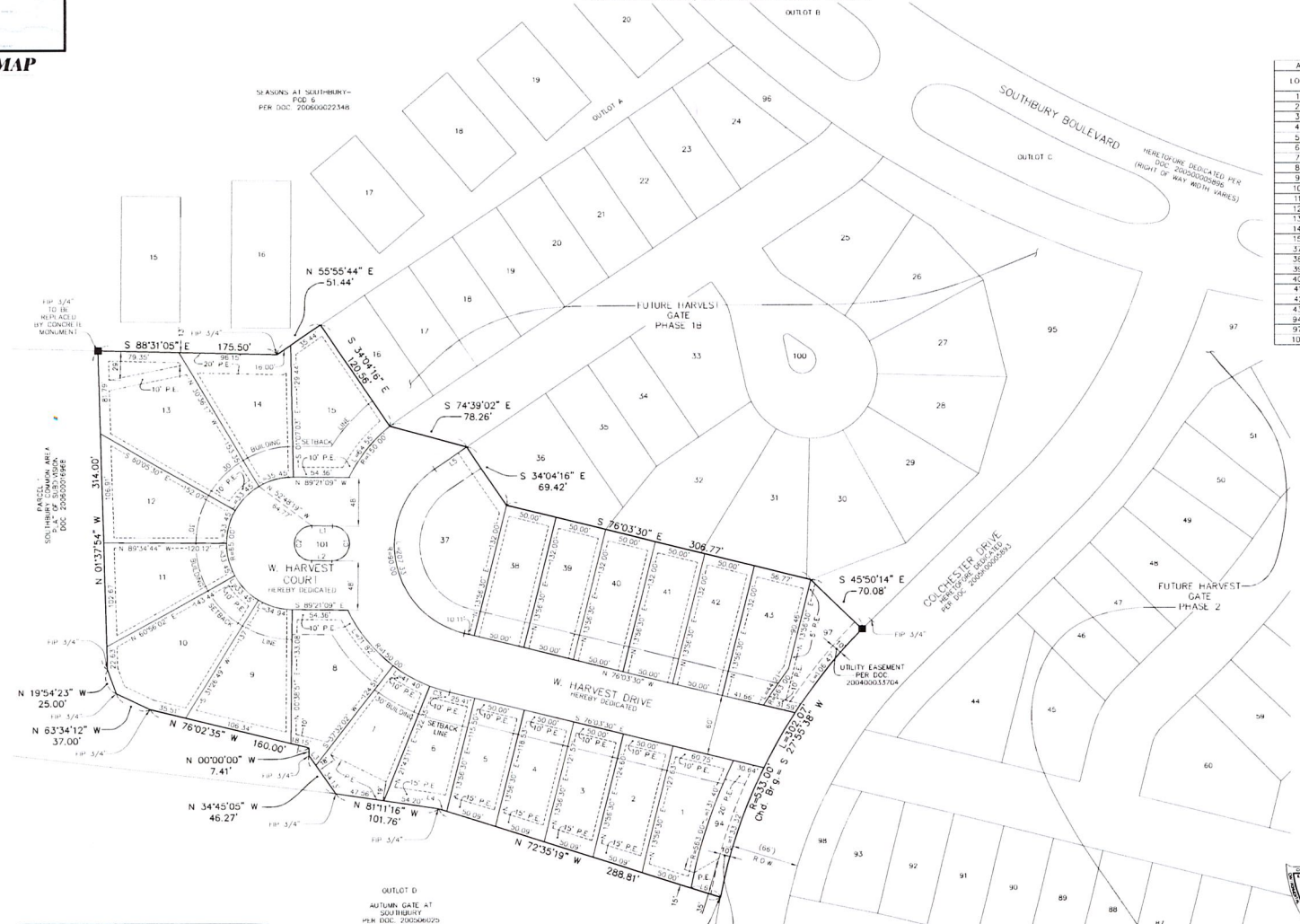
TOTAL AREA OF SUBDIVISION
5.429 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBER
PART 1B 03 27 100 02D
OSWEGO, ILLINOIS

AREA SUMMARY
LOTS 1-15, 37-43 = 4.096 AC.
OUTLOTS = 0.241 AC.
E.O.W. = 1.092 AC.
TOTAL = 5.429 AC.
(More or Less)



50 20 0 50
SCALE: 1 INCH = 50 FEET



AREA TABLE

| LOT | AREA (SQ. FT.) |
|-----|----------------|
| 1 | 6,819 |
| 2 | 6,306 |
| 3 | 6,154 |
| 4 | 6,003 |
| 5 | 5,851 |
| 6 | 5,723 |
| 7 | 5,610 |
| 8 | 5,496 |
| 9 | 5,374 |
| 10 | 5,256 |
| 11 | 5,140 |
| 12 | 5,022 |
| 13 | 4,908 |
| 14 | 4,798 |
| 15 | 4,692 |
| 16 | 4,590 |
| 17 | 4,492 |
| 18 | 4,398 |
| 19 | 4,308 |
| 20 | 4,222 |
| 21 | 4,140 |
| 22 | 4,062 |
| 23 | 3,988 |
| 24 | 3,918 |
| 25 | 3,852 |
| 26 | 3,790 |
| 27 | 3,732 |
| 28 | 3,678 |
| 29 | 3,628 |
| 30 | 3,582 |
| 31 | 3,540 |
| 32 | 3,502 |
| 33 | 3,468 |
| 34 | 3,438 |
| 35 | 3,412 |
| 36 | 3,390 |
| 37 | 3,372 |
| 38 | 3,358 |
| 39 | 3,348 |
| 40 | 3,342 |
| 41 | 3,340 |
| 42 | 3,342 |
| 43 | 3,348 |
| 44 | 3,358 |
| 45 | 3,372 |
| 46 | 3,390 |
| 47 | 3,412 |
| 48 | 3,438 |
| 49 | 3,468 |
| 50 | 3,502 |
| 51 | 3,540 |
| 52 | 3,582 |
| 53 | 3,628 |
| 54 | 3,678 |
| 55 | 3,732 |
| 56 | 3,790 |
| 57 | 3,852 |
| 58 | 3,918 |
| 59 | 3,988 |
| 60 | 4,062 |
| 61 | 4,140 |
| 62 | 4,222 |
| 63 | 4,308 |
| 64 | 4,398 |
| 65 | 4,492 |
| 66 | 4,590 |
| 67 | 4,692 |
| 68 | 4,798 |
| 69 | 4,908 |
| 70 | 5,022 |
| 71 | 5,140 |
| 72 | 5,256 |
| 73 | 5,374 |
| 74 | 5,496 |
| 75 | 5,610 |
| 76 | 5,723 |
| 77 | 5,834 |
| 78 | 5,944 |
| 79 | 6,054 |
| 80 | 6,164 |
| 81 | 6,274 |
| 82 | 6,384 |
| 83 | 6,494 |
| 84 | 6,604 |
| 85 | 6,714 |
| 86 | 6,824 |
| 87 | 6,934 |
| 88 | 7,044 |
| 89 | 7,154 |
| 90 | 7,264 |
| 91 | 7,374 |
| 92 | 7,484 |
| 93 | 7,594 |
| 94 | 7,704 |
| 95 | 7,814 |
| 96 | 7,924 |
| 97 | 8,034 |
| 98 | 8,144 |
| 99 | 8,254 |
| 100 | 8,364 |
| 101 | 8,474 |

NOTES

3/4" AND 1/2" IRON PINS SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.

NO PROPERTY CORNERS TO BE SET FOR LOT 101. PROPERTY LINES GENERALLY AT THE BACK OF CURB AS CONSTRUCTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES.

THE BEARINGS SHOWN HEREON ARE ASSUMED.

P.E. - INDICATES EASEMENT HEREBY GRANTED. SEE PROVISIONS FOR DETAILS.

F.I.P. - FOUND FROM P.P.S. (AS SHOWN).

F.A.R. - FOUND FROM ROD (AS SHOWN).

EASEMENTS HEREBY GRANTED COVER ALL OF LOTS 100 AND 101.

ALL LOTS DEDICATED HEREON ARE FOR PUBLIC USE.

LOTS 54, 57 AND 101 TO BE UNPLANNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND ARE NON-BUILDABLE LOTS.

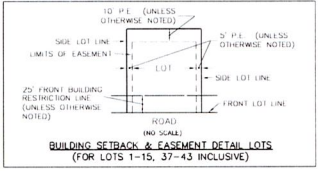
NOTICE: KENDALL COUNTY HAS A LONG HISTORY OF FARMING AND SUPPORTS THE RIGHT OF THE FARMER TO CONTINUE TO FARM. THE COUNTY PROPERTY THAT SUPPORTS THIS INDUSTRY IS DESIGNATED AS ZONING DISTRICT "A-1" OR "A-2". SPECIAL USE PERMITS CONCERNING CONDUCTING A RESIDENCE ON FACILITY NEAR THIS ZONING DISTRICT ARE SUBJECT TO ANNUAL INSPECTIONS. PRACTICES MAY RESULT IN OCCASIONAL SMELLS, OPERATIONS THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|---------------|
| L1 | 20.04' | S 85°21'09" E |
| L2 | 20.04' | N 89°21'09" W |
| L3 | 12.11' | N 34°45'05" W |
| L4 | 8.30' | N 72°55'19" W |
| L5 | 37.98' | N 55°55'44" E |
| L6 | 30.15' | N 72°55'19" W |

CURVE DATA

| CURVE | RADIUS | LENGTH | CHORD | BEARING |
|-------|---------|--------|---------------|---------|
| C1 | 17.00' | 53.41' | S 03°46'51" W | |
| C2 | 17.00' | 53.41' | N 03°46'51" E | |
| C3 | 150.00' | 20.36' | S 72°10'10" E | |



BUILDING SETBACK & EASEMENT DETAIL LOTS (FOR LOTS 1-15, 37-43 INCLUSIVE)

PREPARED FOR:
OCEAN ATLANTIC
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VIRGINIA 22314
(703) 299-6060

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
63002-8675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO: 645033 FILE NAME: SUBPLAT-1A
DRAWN BY: AJG FILE NO.: C3771-8 & MARK UP
COMPLETION DATE: 09/18/17 JOB NO.: 645033
PROJECT REFERENCE: 903.930/645.021
REVISED 11-02-17/A/B SPLIT PHASE 1 INTO PHASE 1A

Exhibit C
page 1 of 2

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)
APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.
THIS DAY OF , 20
CHAIRMAN SECRETARY

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL)
APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.
DATED AT OSWEGO, ILLINOIS THIS DAY OF , 2017
BY MAYOR ATTEST CLERK

KENDALL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
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 A.M., AND RECORDED IN BOOK OF PLATS ON PAGE
KENDALL COUNTY RECORDER

KENDALL COUNTY CLERK'S CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF KENDALL)
I, COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO UNDEQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO UNCLAIMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT HEREIN DRAWN.
GIVEN UNDER MY HAND AND SEAL AT KENDALL COUNTY, ILLINOIS.
THIS DAY OF , 20
COUNTY CLERK

SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
THIS IS TO CERTIFY THAT I, PETER A. BLANKS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072, AT THE REQUEST OF THE OWNERS) HEREON, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY:
THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF OUTLOT D IN ALTON GATE AT SOUTHWEST, THENCE NORTH 72 DEGREES 35 MINUTES 19 SECONDS WEST, 288.81 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 16 SECONDS WEST, 101.76 FEET; THENCE NORTH 34 DEGREES 45 MINUTES 05 SECONDS WEST, 48.27 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 7.41 FEET; THENCE NORTH 76 DEGREES 02 MINUTES 35 SECONDS WEST, 160.00 FEET; THENCE NORTH 03 DEGREES 34 MINUTES 12 SECONDS WEST, 37.00 FEET; THENCE NORTH 19 DEGREES 54 MINUTES 23 SECONDS WEST, 25.00 FEET; THENCE NORTH 01 DEGREES 37 MINUTES 54 SECONDS WEST, 34.00 FEET; THENCE SOUTH 88 DEGREES 31 MINUTES 5 SECONDS EAST, 175.50 FEET; THENCE NORTH 55 DEGREES 25 MINUTES 44 SECONDS EAST, 51.44 FEET; THENCE SOUTH 34 DEGREES 04 MINUTES 16 SECONDS EAST, 120.56 FEET; THENCE SOUTH 74 DEGREES 39 MINUTES 02 SECONDS EAST, 78.26 FEET; THENCE THENCE SOUTH 04 DEGREES 04 MINUTES 16 SECONDS EAST, 89.42 FEET; THENCE SOUTH 76 DEGREES 03 MINUTES 30 SECONDS EAST, 308.77 FEET; THENCE SOUTH 14 DEGREES 50 MINUTES 14 SECONDS EAST, 70.08 FEET; THENCE SOUTHWESTERLY, 302.07 FEET ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 245.00 FEET, THE CHORD OF SAID CURVE BEING SOUTH 27 DEGREES 55 MINUTES 38 SECONDS WEST TO THE POINT OF BEGINNING, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.
I FURTHER DO HEREBY CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF OSWEGO, WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE. IN ACCORDANCE WITH SB 908-P.F. 85-2017, I AM A KENDALL COUNTY CLERK WHO HAS PART OF THE PROPERTY COVERED BY THIS SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AS SHOWN ON FIRM MAP PANEL NO. 170530309A, DATED JANUARY 8, 2014.
I FURTHER HEREBY CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET AND I HAVE DESCRIBED THEM ON THIS FINAL PLAN AS REQUIRED BY THE PLAT ACT (90 ILCS 200/2). THE EXTERIOR MONUMENTS HAVE BEEN SET AND THE INTERIOR MONUMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT AS PROVIDED BY STATE STATUTE.
GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS.
THIS DAY OF , A.D., 2017
ILLINOIS PROFESSIONAL LAND SURVEYOR #050-03072
REGISTRATION/EXPIRATION RENEWAL DATE: NOVEMBER 30, A.D., 2018
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-029337
EXPIRATION DATE IS APRIL 30, 2019

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SAID SUBDIVISION OR ANY PART THEREOF; OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE; AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.
DATE THIS DAY OF , A.D., 20
ENGINEER OWNER
MY LICENSE EXPIRES ON

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AN GRANTED TO, COMED, THE AUTHORIZED CARE TO COMED AND SUB-C, GRAVELS, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND INSTALLATION AND DISTRIBUTION OF ELECTRICITY AND SIGNALS AND IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY DESIGNATED ON THE PLAT BY DOTTED LINES ON THE PLAT, AND MARKED "EASEMENT OR "P.E." AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS" AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR SHELTERS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS 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 AND ROOTS AS MAY BE REASONABLE 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 GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" OR "P.E." WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. 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.

OWNER'S/SCHOOL DISTRICT CERTIFICATION

STATE OF)
COUNTY OF)
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND USES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STRIP AND TITLE THEREON INDICED.

THE UNDERSIGNED HEREBY DESIGNATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR UNDERGROUND, SHELTER, ALLEYS AND PUBLIC SERVICES AND HEREBY ALSO RESERVES AND GRANTS EASEMENTS FOR PUBLIC USE AND FOR THE INSTALLATION OF VARIOUS PUBLIC UTILITIES AS DESIGNATED AND/OR AS STATED IN THE UTILITY EASEMENT PROVISIONS STATED HEREON.

THE UNDERSIGNED ALSO CERTIFIES THAT, TO THE BEST OF THEIR KNOWLEDGE, THE PROPERTY DESCRIBED HEREIN FALLS WITHIN COMMUNITY UNIT SCHOOL DISTRICT NO. .
BY:
TITLE:
ADDRESS: 1900 DIAGONAL ROAD
SUITE 425
ALEXANDRIA, VA 22314

DATED THIS DAY OF , 20

NOTARY CERTIFICATION

STATE OF)
COUNTY OF)
I, , A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF , 20

NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF)
THIS IS TO CERTIFY THAT AS MORTGAGEE UNDER THE MORTGAGE RECORDED AS DOCUMENT NUMBER DATED HEREON SIGN: HEREBY CONSENTS TO RECORDING OF THE PLAT AS

DATED AT ILLINOIS, THIS DAY A.D., 2017

BY: ATTEST:
TITLE: TITLE:

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF)
THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT (NAME) (TITLE) (NAME) (TITLE) OF WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH

RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID

AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET

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

NOTARY PUBLIC

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
630-826-9875 PH 630-210-7100 FAX 630-862-2199
E-Mail: cemo@cemcon.com Website: www.cemcon.com
DISC NO: 645033 FILE NAME: SUBPLAT-1
DRAWN BY: ABE FILL BR. / PG. NO: C37/1 5 & MARK UP
COMPLETION DATE: 09/15/17 JOB NO: 645.033
PROJECT REFERENCE: 903.90/645.021
REVISED 11-02-17/AVB SPLIT PHASE 1 INTO PHASE 1A

Exhibit C
page 2 of 2

STREET AND TRAFFIC IDENTIFIER PLAN

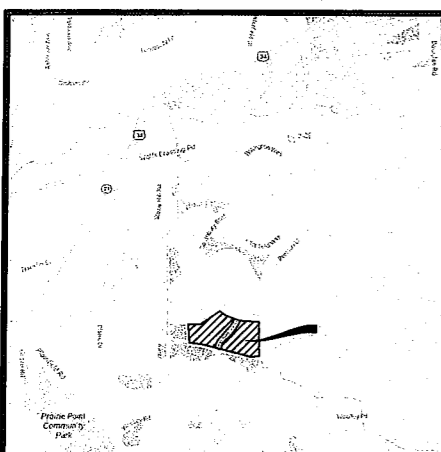
FOR HARVEST GATE (SOUTHURRY POD 8)

LEGAL DESCRIPTION
THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

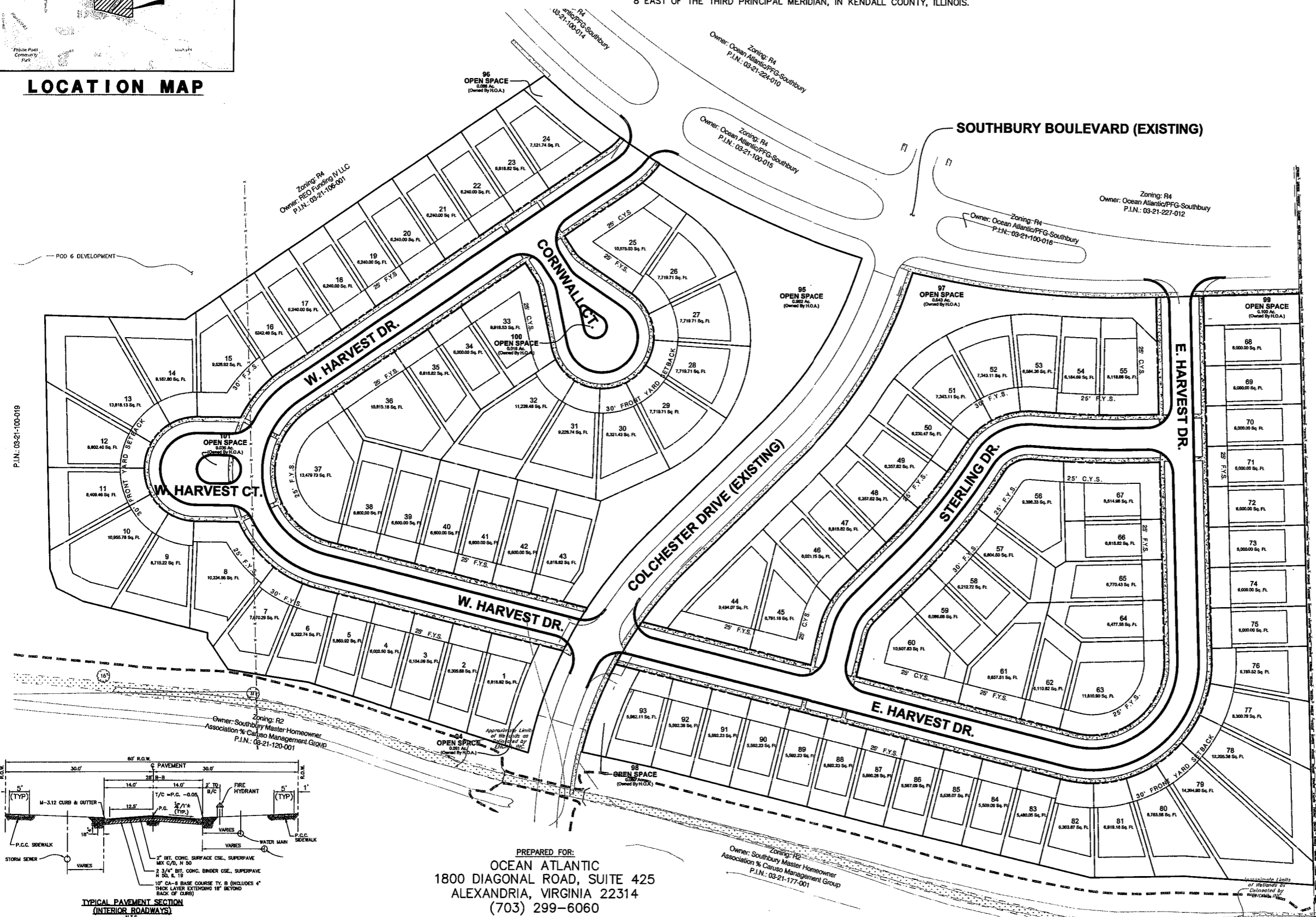
Exhibit
D



60 30 0 60
SCALE: 1 INCH = 60 FEET



LOCATION MAP



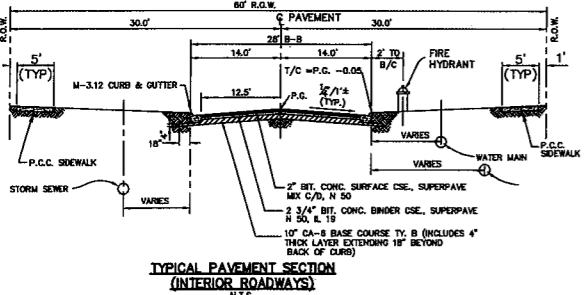
P.I.N.: 03-21-100-019

Owner: REO Funding IV LLC
P.I.N.: 03-21-100-007

RECEIVED
JUN 21 2017
Community Development
Department

NOTES:

1. PARKING WILL BE RESTRICTED TO ONE SIDE OF THE ROAD AND SIGNAGE WILL BE PROVIDED IN THE FINAL ENGINEERING PLANS. PARKING WILL BE RESTRICTED ON THE FIRE HYDRANT SIDE OF THE ROAD.
2. ALL SIGNS WILL BE REQUIRED TO BE POSTED PRIOR TO THE FIRST OCCUPANCY PERMIT BEING ISSUED FOR EACH POD OR PHASE.
3. SPEED LIMITS ON ALL RESIDENTIAL STREETS WITH DRIVEWAYS LOADING OFF OF THEM SHALL BE 25 MPH. THIS SHALL BE INCLUDED ON THE SIGNAGE PLAN IN THE FINAL ENGINEERING PLANS.

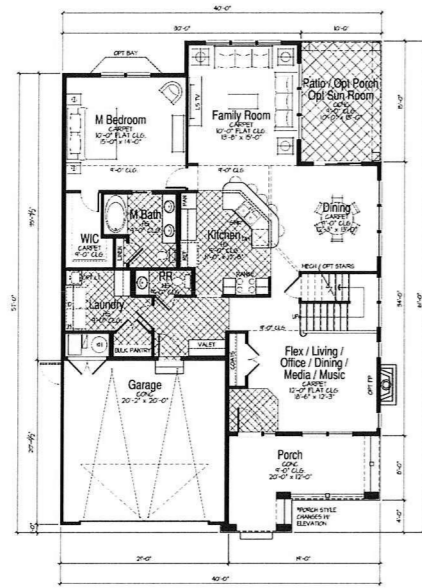


PREPARED FOR:
OCEAN ATLANTIC
1800 DIAGONAL ROAD, SUITE 425
ALEXANDRIA, VIRGINIA 22314
(703) 299-6060

Owner: Southbury Master Homeowner
Association % Caruso Management Group
P.I.N.: 03-21-177-001

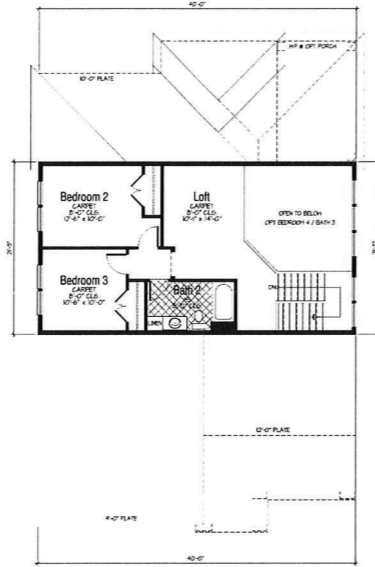
PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 645033 FILE NAME: PEOVER
DRAWN BY: BCD FLD. BK. / PG. NO.: BK./PG.
COMPLETION DATE: 05-04-2017 JOB NO.: 645.033
XREF: SITE PLAN PROJECT MANAGER: MBK
REV: 06-14-17



Main Floor Plan

| SQUARE FOOTAGES | |
|-----------------|------|
| MAIN FLOOR | 838 |
| UPPER FLOOR | 600 |
| TOTAL | 1438 |
| GARAGE | 400 |



Upper Floor Plan

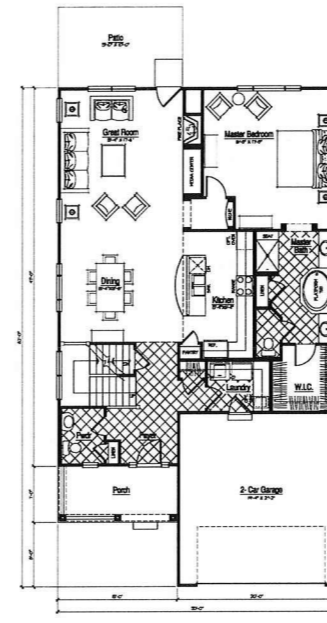
Plan - 2

Pod 8 - Southbury Single Family
Oswego, IL

05-02-2017



Exhibit
E
p. 1 of 2



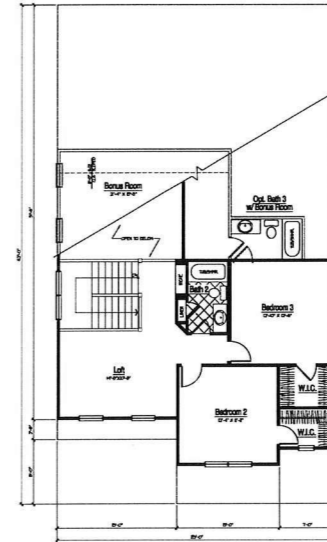
Main Floor Plan

| SQUARE FOOTAGES | |
|-----------------|-----|
| MAIN FLOOR | 837 |
| UPPER FLOOR | 50 |
| TOTAL | 887 |
| GARAGE | 490 |

Plan - 1

Pod 8 - Southbury Single Family
Oswego, IL

05-02-2017



Upper Floor Plan

Pod 8 - Southbury Single Family
Oswego, IL

05-02-2017



Elevation A
Front Elevation



Elevation B
Front Elevation

Plan - 2

Pod 8 - Southbury Single Family
Oswego, IL

05-02-2017



Elevation A
Front Elevation



Elevation B
Front Elevation



Elevation C
Front Elevation



Elevation D
Front Elevation

Plan - 1

Pod 8 - Southbury Single Family
Oswego, IL

05-02-2017

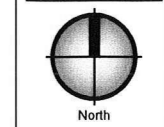


Prepared By:
sda
Scheppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

Prepared For:
SOUTHBURY LAND VENTURE L.L.P.
1800 DIAGONAL ROAD, 6TH FLOOR
ALEXANDRIA, VIRGINIA 22314-2840

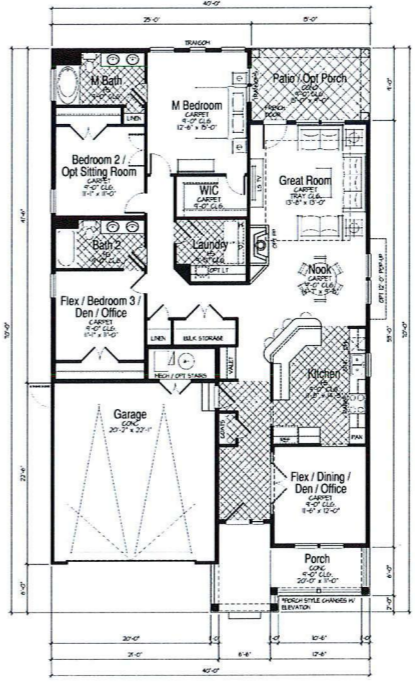
Project Name:
HARVEST GATE at Southbury (Pod 8)
Oswego, Illinois

Sheet Name:
PRELIMINARY ARCHITECTURE
Preliminary P.U.D. Plans



Revisions
4
3
2
1
1. 2017-07-11 REVISED PER VILLAGE COMMENTS
0. 2017-05-04 ISSUED FOR VILLAGE APPROVAL
Date: 2017-05-04
Scale: 1" = 60'-0"
Job #: 284.002.02
Drawn: C. Funkhouser
File #: 284.002_PDP01
SHEET:
3

Exhibit
E
p. 2 of 2



| SQUARE FOOTAGES | |
|--------------------|------|
| MAIN FLOOR | 1861 |
| GARAGE | 500 |
| STAIRS TO BASEMENT | 36 |

Plan - 3

Pod 8 - Southbury Single Family
Oswego, IL



05-02-2017
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Plan - 3

Pod 8 - Southbury Single Family
Oswego, IL



05-02-2017
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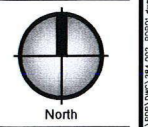
BSB DESIGN, INC.
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Prepared By:
sda
Schappe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE
176 S. Main Street
Oswego, IL 60450
P: 630.551.3635
F: 630.551.3639
schappdesign.net

Prepared For:
SOUTHBURY LAND VENTURE L.L.P.
1800 DIAGONAL ROAD, 6TH FLOOR
ALEXANDRIA, VIRGINIA 22314-2840

Project Name:
HARVEST GATE at Southbury (Pod 8)
Oswego, Illinois

Sheet Name:
PRELIMINARY ARCHITECTURE Preliminary P.U.D. Plans



Revisions

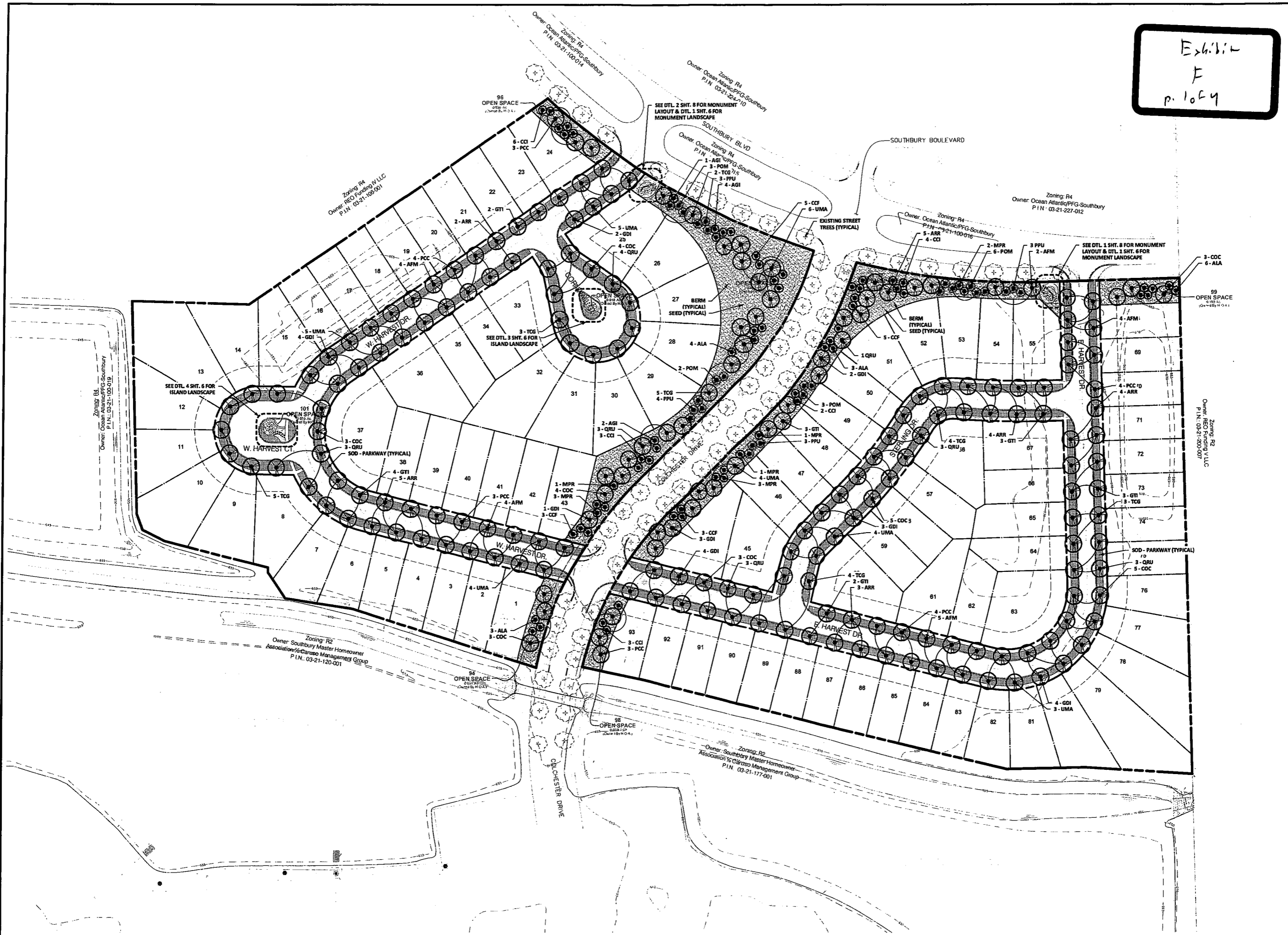
| | |
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1. 2017-07-11 REVISED PER VILLAGE COMMENTS
0. 2017-05-04 ISSUED FOR VILLAGE APPROVAL

Date: 2017-05-04
Scale: 1" = 60'-0"
Job #: 284.002.02
Drawn: C. Funkhouser
File #: 284.002_PDP01

SHEET:
4

Exhibit
F
p. 10 of 9

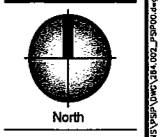


Prepared By:
nsda
Schoppe Design Associates, Inc.
Urban Planning & Landscape Architecture

Project Name:
SOUTHBURY LAND VENTURE L.L.P.
188 DIAGONAL ROAD, 6TH FLOOR
ALEXANDRIA, VIRGINIA 22304-1840

Project Name:
HARVEST GATE at Southbury (Pod 8)
Owego, Illinois

Sheet Name:
PRELIMINARY LANDSCAPE PLAN
Preliminary P.U.D. Plans

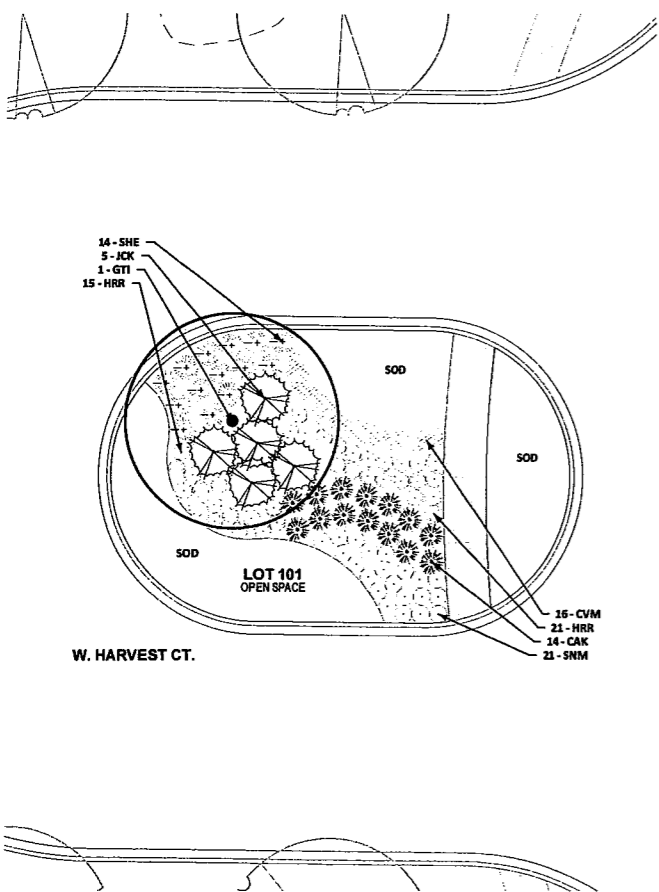


Revisions

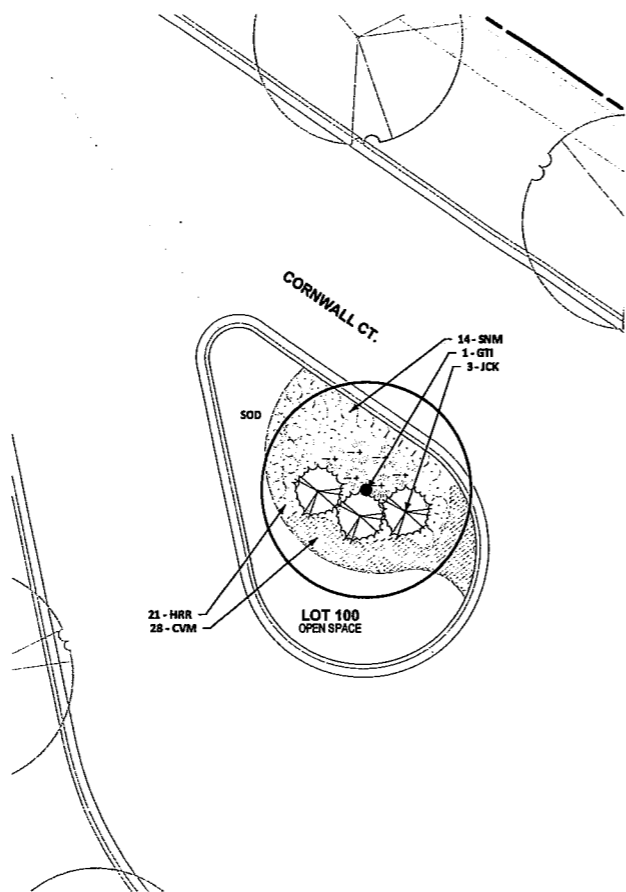
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ISSUED FOR VILLAGE APPROVAL
Date: 2017-05-04
Scale: 1" = 80'-0"
Job #: 284.002.02
Drawn: C. Funkhouser
File #: 284.002_P81P00
SHEET:
5

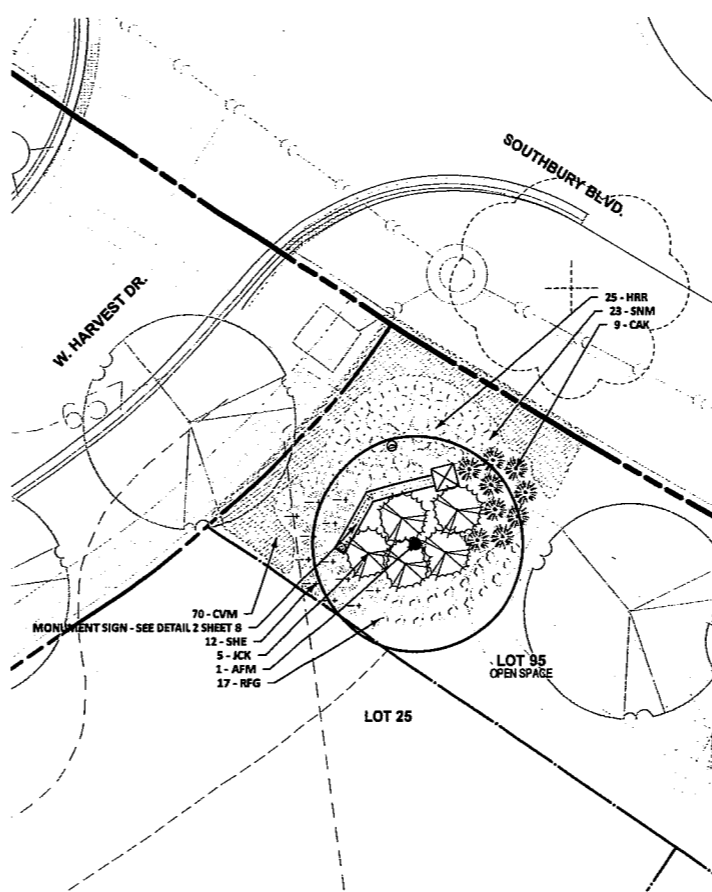
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p. 2 of 4



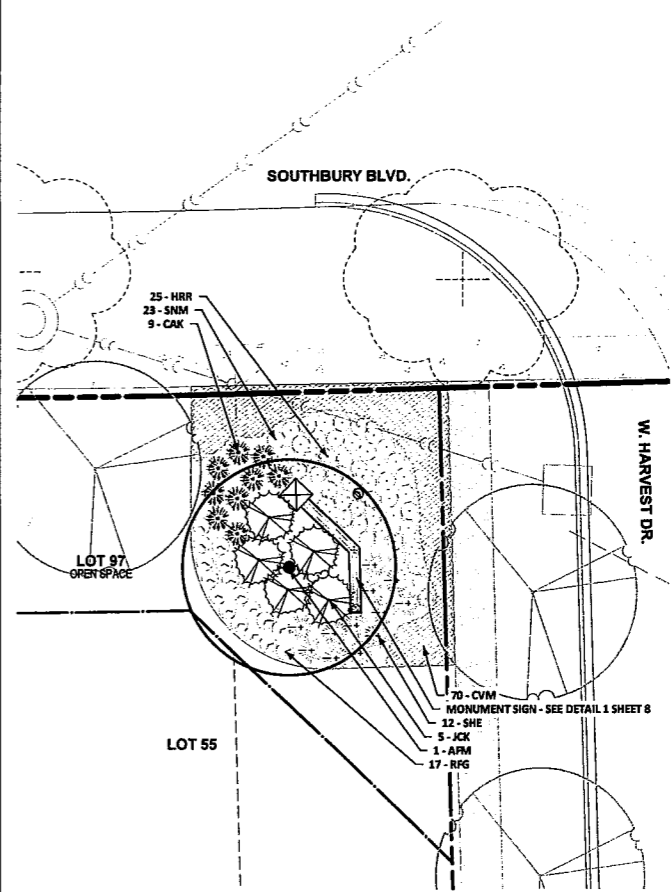
4 CUL-DE-SAC LANDSCAPE - LOT 101
SCALE: 1" = 10'-0"



3 CUL-DE-SAC LANDSCAPE - LOT 100
SCALE: 1" = 10'-0"



2 SIGN LANDSCAPE - WEST SIGN
SCALE: 1" = 10'-0"



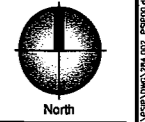
1 SIGN LANDSCAPE - EAST SIGN
SCALE: 1" = 10'-0"

Prepared By:
sd
Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE
126 S. Main Street
Oswego, IL 60543
P. 815.551.3355
F. 815.551.3639
sd@schoppeidigital.net

Prepared For:
SOUTHBURY LAND VENTURE L.L.P.
180 DIAGONAL ROAD, 6TH FLOOR
ALEXANDRIA, VIRGINIA 22304-2940

Project Name:
HARVEST GATE at Southbury (Pod 8)
Oswego, Illinois

Sheet Name:
PRELIMINARY LS ENLARGEMENTS
Preliminary P.U.D. Plans



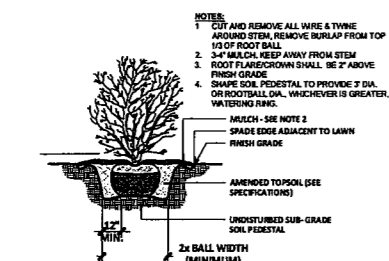
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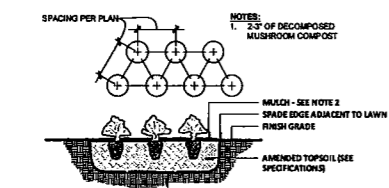
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Drawn: C. Funkhouser
File #: 284.002_PSIPOO

SHEET:
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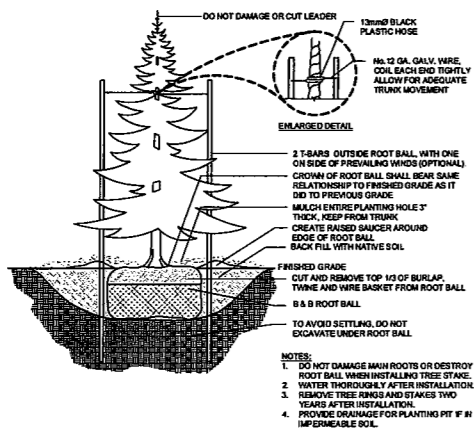
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P. 3 of 9



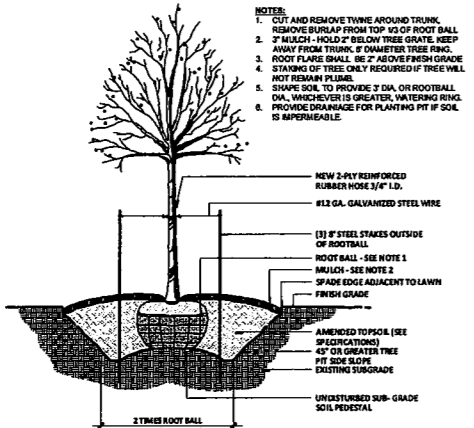
4 SHRUB DETAIL
SCALE: NTS



3 PERENNIAL DETAIL
SCALE: NTS



2 EVERGREEN TREE DETAIL
SCALE: NTS



1 CANOPY TREE DETAIL
SCALE: NTS

MATERIAL LIST

| Code | Description | Qty. | Unit | Size |
|------|--|------------|------|----------|
| | Street Trees (Canopy) | 157 | | |
| AFM | Acer Freemanii 'Mormo' | 17 | Each | 2.0 Cal. |
| | Mormo Maple | | | |
| ARR | Acer rubrum 'Red Sunset' | 18 | Each | 2.0 Cal. |
| | Red Sunset Maple | | | |
| COC | Celtis occidentalis | 20 | Each | 2.0 Cal. |
| | Hickory | | | |
| GTI | Gleditsia triacanthos v. inermis 'Skyline' | 14 | Each | 2.0 Cal. |
| | Skyline Honeylocust | | | |
| GDI | Gymnocladus dioica | 17 | Each | 2.0 Cal. |
| | Kentucky Coffee-tree | | | |
| UMA | Ulmus 'Morton' Acoclade | 21 | Each | 2.0 Cal. |
| | Acoclade Elm | | | |
| PCC | Pyrus calleryana 'Chaniddeer' | 15 | Each | 2.0 Cal. |
| | Chaniddeer Pear | | | |
| TGG | Tilia cordata 'Greenspire' | 19 | Each | 2.0 Cal. |
| | Greenspire Linden | | | |
| QUU | Quercus rubra | 16 | Each | 2.0 Cal. |
| | Red oak | | | |

OPEN SPACE LANDSCAPE

| Code | Description | Qty. | Unit | Size |
|------|-------------------------------|-----------|------|----------|
| | Canopy Trees | 56 | | |
| AFM | Acer Freemanii 'Mormo' | 2 | Each | 2.0 Cal. |
| | Mormo Maple | | | |
| ARR | Acer rubrum 'Red Sunset' | 3 | Each | 2.0 Cal. |
| | Red Sunset Maple | | | |
| COC | Celtis occidentalis | 12 | Each | 2.0 Cal. |
| | Hickory | | | |
| GDI | Gymnocladus dioica | 5 | Each | 2.0 Cal. |
| | Kentucky Coffee-tree | | | |
| UMA | Ulmus 'Morton' Acoclade | 10 | Each | 2.0 Cal. |
| | Acoclade Elm | | | |
| PCC | Pyrus calleryana 'Chaniddeer' | 6 | Each | 2.0 Cal. |
| | Chaniddeer Pear | | | |
| TGG | Tilia cordata 'Greenspire' | 7 | Each | 2.0 Cal. |
| | Greenspire Linden | | | |
| QUU | Quercus rubra | 4 | Each | 2.0 Cal. |
| | Red oak | | | |

UNDERSTORY TREES

| Code | Description | Qty. | Unit | Size |
|------|----------------------------------|------|------|---------|
| ALA | Amelanchier laevis | 16 | Each | 6' Hgt. |
| | Allegheny Serviceberry | | | |
| CCF | Cornus canadensis 'Forest Pansy' | 16 | Each | 6' Hgt. |
| | Forest Pansy Redbud | | | |
| CC | Cornus crug-saguli var. inermis | 15 | Each | 6' Hgt. |
| | Thornless Cockspur Hawthorn | | | |
| AGI | Acer ginnala | 7 | Each | 6' Hgt. |
| | Amur Maple | | | |
| MFR | Malus 'Prairifire' | 11 | Each | 6' Hgt. |
| | Prairifire Crabapple | | | |

Evergreen Trees

| Code | Description | Qty. | Unit | Size |
|------|------------------------|------|------|---------|
| POM | Picea omorika | 56 | Each | 6' Hgt. |
| | Allegheny Serviceberry | | | |
| PPU | Picea pungens | 13 | Each | 6' Hgt. |
| | Colorado Green Spruce | | | |

Shrubs

| Code | Description | Qty. | Unit | Size |
|------|---|------|------|--------|
| JK | Juniperus chinensis 'Mallory's Compact' | 28 | Each | 3 gal. |
| | Mallory's Compact Pfitzer Juniper | | | |

Ornamental Grasses

| Code | Description | Qty. | Unit | Size |
|------|---|------|------|--------|
| CAK | Calamagrostis x acutiflora 'Karl Foester' | 32 | Each | 3 gal. |
| | Feather Reed Grass | | | |
| SHE | Sporobolus heterolepis 'Tara' | 43 | Each | 3 gal. |
| | Dwarf Prairie Dropseed | | | |

Turf Seed, Mulch & Miscellaneous

| Code | Description | Qty. | Unit | Size |
|------|--------------------------|-------|---------|------|
| | Bluegrass Seed & Blanket | 9,640 | Sq. Yd. | |
| | Bluegrass Sod | 5,550 | Sq. Yd. | |
| | Mulch | 130 | Cu. Yd. | |

LANDSCAPE SPECIFICATIONS
PART 1 - GENERAL
1.01 DESCRIPTION

- Provide turf, trees, shrubs, and groundcovers as shown and specified. The work includes:
 - Soil preparation.
 - Fertilizing.
 - Seeding.
 - Soil.
 - Trees, shrubs, and groundcovers.
 - Mulch and planting accessories.
 - Maintenance and guarantee.
 - Cleaning up work areas.
 - Amended topsoil.
- Comply with applicable local regulations.
- Plant names indicated comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and highly tested.
- Comply with siting and grading standards of the latest edition of "American Standard for Nursery Stock." A plant shall be designated as "A" stands in its natural position.
- All plants shall be nursery grown in the central/theta Illinois region similar to within a 100 mile radius of the project and under climatic conditions similar to those in the locality of the project for a minimum of 2 years.
- Plants are subject to inspection by the Landscape Architect at the job site or nursery. The Landscape Architect reserves the right to personally select any or all nursery stock prior to digging and to reject unacceptable material at any time during the process.

- 1.02 QUALITY ASSURANCE**
- Seed: Submit seed vendor's certification for grass seed mixture, indicating percentage by weight, and requirements of purity, germination, and weed seed for each grass species.
 - Soil: Submit soil grower's certificate of grass species. Identify source location in Bid Proposal Form.
 - Plants: If plants will not be installed in accordance with provided plans due to availability or conditions a substitution list with genus, species, variety, size and quantity of plants to be substituted shall be submitted for review by the Landscape Architect.
 - Mulch: As specified.
 - Sod: Submit sod grower's certificate of grass species. Identify source location in Bid Proposal Form.
 - Erosion control: Erosion control blankets shall be 57S BN as manufactured by North American Green or approved equal 100% biodegradable jute mesh. Erosion control blankets shall be installed per manufacturer's recommendation in all areas identified on the drawings.

- 1.03 SUBMITTALS**
- Seed: Submit seed vendor's certification for grass seed mixture, indicating percentage by weight, and requirements of purity, germination, and weed seed for each grass species.
 - Soil: Submit soil grower's certificate of grass species. Identify source location in Bid Proposal Form.
 - Plants: If plants will not be installed in accordance with provided plans due to availability or conditions a substitution list with genus, species, variety, size and quantity of plants to be substituted shall be submitted for review by the Landscape Architect.
 - Mulch: As specified.
 - Sod: Submit sod grower's certificate of grass species. Identify source location in Bid Proposal Form.

- 1.04 DELIVERY, STORAGE, AND HANDLING**
- Seed: Deliver seed and fertilizer materials in original unopened containers, showing weight, analysis, and name of manufacturer. Store in a manner to prevent wetting and deterioration.
 - Soil: Deliver and install sod out within 48-hour period.
 - Deliver fertilizer materials in original unopened, and undamaged containers showing weight, analysis, and name of manufacturer. Store in a manner to prevent wetting and deterioration.
 - Plants: Deliver plants in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer. Store in a manner to prevent wetting and deterioration.
 - Turf: Deliver turf in original unopened containers, showing weight, analysis, and name of manufacturer. Store in a manner to prevent wetting and deterioration.

- 1.05 PROJECT CONDITIONS**
- It shall be the contractor's responsibility to protect and locate all above and below ground utilities as required by law. The contractor shall contact utility companies at least 48 hours prior to any work.
 - Work notification: Notify Landscape Architect at least 2 working days prior to start of planting or seeding operations.
 - Confirm that the quality and depth of topsoil is satisfactory prior to beginning fine grading.
 - Fine grading must be approved by Landscape Architect prior to start of seeding or planting operations.
 - Perform turf work only after planting and other work affecting ground surface has been completed.
 - Install seed under favorable weather conditions unless approved by the Owner's Representative. The conditions of the guarantee apply regardless of the date of installation. The generally accepted times for seeding are:
 - Spring - April 1st to May 31st
 - Fall - August 1st to September 15th

- 1.06 GUARANTEE**
- A guarantee all work for two years following the date of Final Completion.
 - At the end of the guarantee period, reseed areas with specified materials, which will provide a uniform stand of grass until all affected areas are accepted by the Landscape Architect.
 - Replace, in accordance with the drawings and specifications, all plants that are dead or, as determined by the Landscape Architect, are in an unhealthy or unsightly condition. Guarantee all replacement plants for 2 additional years after installation. Replacement plants, which are dead or unacceptable within 2 years of their installation, may be replaced with unguaranteed plants, or removed, at the discretion of the Owner. Reimburse the Owner 50% of the price of each removed plant, which is not replaced.
 - Guarantee shall not include damage or loss of trees, plants, or groundcovers due to fires, floods, freezing rains, lightning storms, or winds over 75 miles per hour. Winter kill caused by extreme cold and severe winter conditions not typical of planting area, or other damage caused by rodents or other animals; or acts of vandalism.
 - If within two years of final completion, settlement occurs, make all adjustments without extra cost to the Owner including the complete restoration of all damaged planting, paving, or other improvements of any kind.

- PART 2 - PRODUCTS**
2.01 MATERIALS
- Seed Fertilizer:
 - Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.
 - Starter fertilizer with an approximate analysis of 8N, (24P205, 24K20), or similar approved composition.
 - Post emergent fertilizer with an approximate analysis of 30-5-5.
 - Plant Fertilizer:
 - Provide a granular commercial fertilizer with an analysis of 10-10-10.
 - Soil:
 - Turf Seed: Provide fresh, clean, new crop turf-type lawn seed complying with the tolerances for purity and germination established by the Association of Official Seed Analysts (AOA) of North America. Seed shall be obtained from a reputable supplier (approved by Landscape Architect) within a 200-mile radius of the local nursery zone and/or nearby region of the project site and shall be free from Poa annua, best grass and noxious weeds. Provide pure live seed (PLS) of grass species, proportions and maximum percentage of weed seed, as specified.

2. Turf Seed Mixture - 6 lbs / 1000 sq. ft.

| Species | Percentage |
|---------------------------------------|-------------------|
| Bluegrass Mixture (blend of 3 types) | 50% (131 lb./ac.) |
| Fine Fescue | 30% (76 lb./ac.) |
| Perennial Ryegrass (blend of 2 types) | 20% (52 lb./ac.) |

- Plants: Provide plants typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, plants free from defects, sunscald injuries, frost cracks, abrasions of the trunk, plant disease, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed firm without voids and open spaces.
 - Dig balled and burlapped plants with firm, natural balls of earth. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock." Cracked or mottled balled plants are not acceptable. Tree space requirements shall be as follows:
 - 1. Trees, shrubs, and groundcovers.
 - 2. Mulch and planting accessories.
 - 3. Maintenance and guarantee.
 - 4. Cleaning up work areas.
 - 5. Amended topsoil.
 - Dig balled or burlapped plants are not acceptable.
 - Plants shall be planted in firm soil, not loose or sandy soil.
 - Plants shall be planted in firm soil, not loose or sandy soil.

- Topsoil:
 - Topsoil shall be defined as a friable, loamy mixture surface soil. It shall not be extremely acid or alkaline nor contain toxic substances harmful to plant growth, and shall be of uniform color and texture.
 - Topsoil shall be free from large rocks, sticks, weeds, brush, subsoil, clay lumps, or stones larger than one (1") inch in diameter, or other inert and extraneous matter undesirable to plant growth.
 - Topsoil must be inspected by the owner at the source of supply or as delivered. Topsoil shall meet the approval of the owner prior to use. Any topsoil placed without approval may be subject to removal at the discretion of the owner.
- Sub-drainage piping: Provide 4" corrugated polyethylene tubing. Provide matching reducers, adaptors, couplings, fittings, and necessary components to insure continuity of its sub-drainage system.
 - Plastic tubing: ASTM F406, corrugated polyethylene tubing with filter sock.
 - Drainage E EASHTO M43 (3/8" x 1/4") clean uniformly graded stone or gravel.

- 2.02 ACCESSORIES**
- Amended Topsoil for Planting Beds: A mixture of 60% topsoil and 40% mushroom compost, which will have been thoroughly incorporated.
 - Mulch: 6 month old, well rotted, double shredded hardwood, cedar or cypress bark mulch, not larger than 4" in length and 1/2" in width, free of woodchips and sawdust.
 - Stakes for Guying: Hardwood, 2" x 4" x 36" long, or steel stakes.
 - Guying Wires: Double strand No. 12 gauge galvanized wire.
 - Tumbuckles: Galvanized steel of size and gauge required to provide tensile strength equal to that of the wire. Turnbuckle openings shall be at least 3".
 - Guying Hose: Twoply reinforced garden hose not less than 3/4" inside diameter.
 - Tree Wrap: Standard waterproof tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe kraft paper weighing not less than 30 lbs. per ream.
 - Wire: Twoply nursery jute material.
 - Sand: Coarse Topsoil sand.

- PART 3 - EXECUTION**
3.01 INSPECTION
- Examine finish surfaces grades, topsoil quality, depth, and conditions of installations. Do not start planting material until unsatisfactory conditions are corrected.
 - Saturate and fill tree and shrub pits with water to test drainage before planting. Provide gravel drains at pits, when planting pits are more than half full of water after 24 hours.

- 3.02 PREPARATION**
- All planting techniques and methods shall be consistent with the latest edition of American Standard for Nursery Stock (ANSI Z60.1), and as detailed on these drawings.
 - Loosen topsoil of lawn areas to minimum depth of 6". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.
 - Grade lawn areas to smooth, free draining and even surface with a loose, uniform fine texture. Roll and rake; remove ridges and fill depressions as required to grade.
 - Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding or sodding.
 - Time of Planting:
 - Evergreen material: Plant evergreen materials between September 2 and November 1 or in spring between new growth begins. If project requirements require planting at other times, spray plant with anti-desiccant prior to planting operations.
 - Deciduous material: Plant deciduous materials in a dormant condition. If deciduous trees are planted in-leaf, spray with an anti-desiccant prior to planting operations.

- 3.03 FERTILIZATION**
- Apply fertilizer and conditions at the rate specified per soil test findings. In law or soil test results see specifications below.
 - For seeded turf grass areas:
 - Apply starter fertilizer to indicated seed areas at a rate equal to 500 lb. per acre.
 - Seed indicated areas with contact limits and areas adjoining contact limits distributed as a result of construction operations.
 - Perform seeding operations when the soil is dry, when winds do not exceed 10 miles per hour velocity and soil temperatures are above 55 degrees Fahrenheit.
 - For sodded turf grass areas:
 - Apply fertilizer at the rate of 200 pounds of actual nutrients per acre and work into the soil.

- 3.04 SEED INSTALLATION**
- Turf Grass:
 - Seed immediately after preparation of bed.
 - Seed indicated areas with contact limits and areas adjoining contact limits distributed as a result of construction operations.
 - Perform seeding operations when the soil is dry, when winds do not exceed 10 miles per hour velocity and soil temperatures are above 55 degrees Fahrenheit.
 - Conventional Seeding:
 - Apply seed with a drop or rotary type distributor. Install seed evenly by sowing equal quantities in both directions, at right angles to each other.
 - After seeding, rake soil surface lightly to incorporate seed. Roll with light lawn roller.

- For all seeded bluegrass; provide erosion control excellent blanket within 24 hours of installation. Install per manufacturer's specifications.
- Watering seeded areas shall be done to ensure proper germination. Once seeds have germinated, watering may be decreased, but the seedlings must never be allowed to dry out completely. Frequent watering should be continued approximately four weeks after germination, or until grass has become sufficiently established to warrant watering on an 'as needed' basis.

- 3.05 PLANT INSTALLATION** (See landscape details for additional information)
- Trees and shrubs:
 - Set plant material in the planting pit to proper grade and alignment. Set plants upright and plumb. Set root flare of plant material 2" above the adjacent finish grade. Remove excess soil as needed from rootball above root flare. Remove burlap from top 1/3 of root ball. Remove all rootball burlap (green). Cut and remove or cut a fold down upper half of wire basket, dependent upon tree size. Do not fill around trunks or stems.
 - After balled or burlapped plants are set, backfill fill all voids, tamping soil to avoid any air pockets.
 - Mix approved commercial fertilizer at 10 lb. per cubic yard of backfill.
 - Water plants immediately after planting to eliminate air voids, thoroughly soak the plant rootball.
 - Remove all tags, wires, twine, and wrap from trees and shrubs immediately after planting.
 - Groundcovers:
 - Where groundcovers are specified on the plans, install entire plant bed to 12" depth using amended topsoil. In preparation of the amended topsoil, use a 10-10-10 fertilizer into prepared soil mixture at an approximate rate of 1 lb. per square yard.
 - Sprinkle groundcover plants according to dimensions on the drawings. Adjust spacing as necessary to evenly fill planting bed with indicated number of plants. Plant to within 1/2" of the trunk of trees and shrubs, or to the edge of the plant ball, whichever is closest. Plant within 12" of bed edge.
 - Apply commercial pre-emergent herbicide (Preen or equal) per manufacturer's directions to entire groundcover bed.

- Wrapping:
 - Major trunks for injury to trunk, evidence of insect infestation, and improper pruning before wrapping.
 - Wrap trunk of trees spirally from bottom to top with specified tree wrap and secure in place.
 - Overlap 1/2" the width of the tree wrap strip and cover the trunk from the ground to the height of the second branch.
 - Secure tree wrap in place with twine wound spirally downward in opposite direction, tied around the tree in at least 3 places to allow to the top and bottom.
 - Wire should be removed within 1 year of installation and all twine removed to avoid damage to trunk.

- Guying:
 - When specified, guy all trees immediately after lawn seeding or sodding operations and prior to acceptance. When high winds or other conditions, which may affect tree survival or appearance, occur, the Landscape Architect may require immediate guying.
 - Guy deciduous trees over 3" caliper. Guy evergreen trees over 6" tall.
- Pruning:
 - Cut branches flush with the trunk or main branch, at a point beyond a lateral shoot or bud a distance of not less than 1/4" the diameter of the supporting branch. Make cut at an angle.
 - Prune branches of deciduous shrubs, after planting, to preserve the natural character appropriate to the particular plant requirements. In general, remove no more than 1/4" of the leaf bearing buds. Remove or cut back dead, broken, and damaged branches and asymmetrical growth of new wood.
 - Multiple leader plants: Preserve the leader which will best promote the symmetry of the plant. Cut branches flush with the trunk or main branch, at a point beyond a lateral shoot or bud a distance of not less than 1/4" the diameter of the supporting branch. Make cut at an angle.
 - Prune evergreen trees to remove broken or damaged branches.

- 3.06 UNDERDRAIN INSTALLATION**
- Install minimum 4" layer of drainage fill over compacted earth base for bedding drainage pipe.
 - Lay drainage pipe with perforations down, joints closed, and firmly bedded in drainage fill material. Provide full bearing for each pipe section. Provide continuous slope in the direction of flow.
 - Install underdrain drainage 30" below finished grade.

- 3.07 MAINTENANCE**
- Maintain lawn areas and plantings to ensure proper watering and mowing as required for sixty (60) days minimum, after Final Acceptance.
 - Maintain lawn areas including watering, spot weeding, mowing, application of herbicides, insecticides, and fungicides and mowing to maintain grass free of weeds, undesirable grass species, disease, and insects is achieved and receives Final Acceptance.
 - Water seed thoroughly as required to establish proper rooting.
 - Repair and reseed all areas that have washed out or are eroded. Replace undesirable or dead areas with new seed.
 - Now lawn areas as soon as top growth reached a 3" height. Cut back to 2" height. Repeat mowing as required to maintain specified height. Do not remove 30% of grass leaf that be removed at any single mowing.
 - Remove seed bags following turf establishment.
 - Maintenance shall include pruning, cultivating, weeding, watering, and application of appropriate insecticides and fungicides necessary to maintain plants free of insects, weeds and disease.

- 3.08 FINAL ACCEPTANCE, INSPECTION AND COMPLETION**
- Inspection of all work will be made by the Landscape Architect upon written request by the Contractor. At that time if all work is satisfactory, that will constitute Final Acceptance and the beginning of the sixty (60) day period of maintenance.
 - Seeded areas will be inspected at completion of installation and accepted subject to compliance with specified materials and installation requirements.
 - Seeded areas will be acceptable provided all requirements, including maintenance, have been complied with, and dense, even-colored, viable lawn is established free of weeds, undesirable grass species, disease, and insects.
 - No seeded areas shall have bare spots or unacceptable cover totaling more than 2% of the individual areas, in areas requested to be inspected.
 - Inspection of all work shall be made after the sixty (60) day period of maintenance, upon written request of Contractor. At that time, if all work is satisfactory, that will constitute Final Completion.
 - Plants that have died or are in unhealthy or badly impaired condition upon inspection shall be replaced or replaced at no additional cost to Owner.

- Replace rejected plants in the season that is most favorable for setting kinds of plants required, if possible within two weeks of inspection.
- Final Acceptance of all work shall constitute the beginning of the one (1) year guarantee period.
- Contractor's responsibility for maintenance (exclusive of replacement within guarantee period) shall terminate on date of Final Completion.

- 3.9 CLEANING**
- Perform cleaning during installation of the work and upon completion of the work. Remove from site all construction debris, soil, debris, and equipment. Repair damage resulting from planting operations.
 - Leave all surfaces broom clean at the end of all work days. The contractor shall also be responsible for cleanup caused by driver activities and for the daily removal of all trash and debris from work areas to the satisfaction of the Landscape Architect.

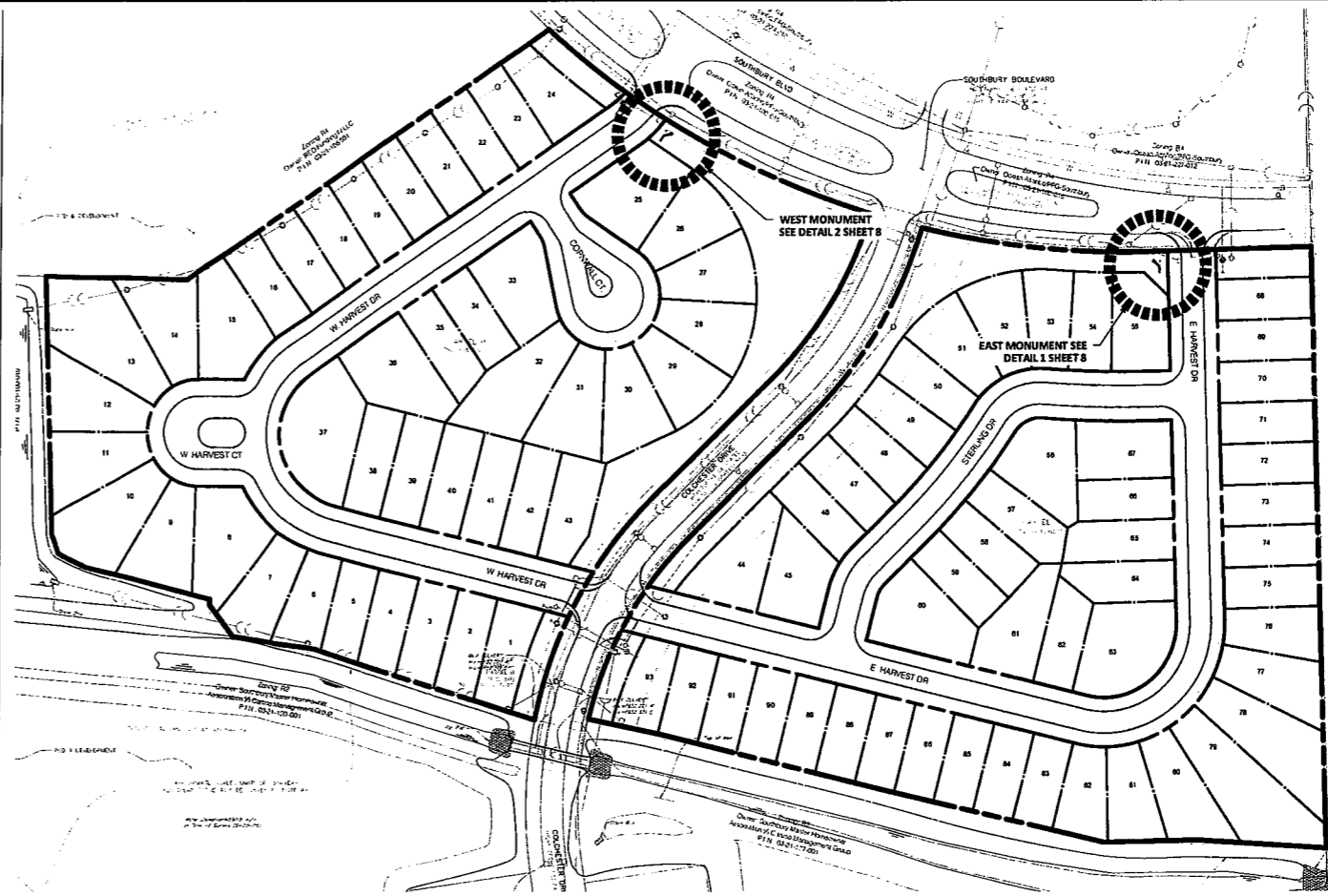
END OF SECTION

LANDSCAPE NOTES
(From Village of Oswego Landscape Ordinance section 17.09)
17.09 STANDARDS, GUIDELINES AND GENERAL REQUIREMENTS

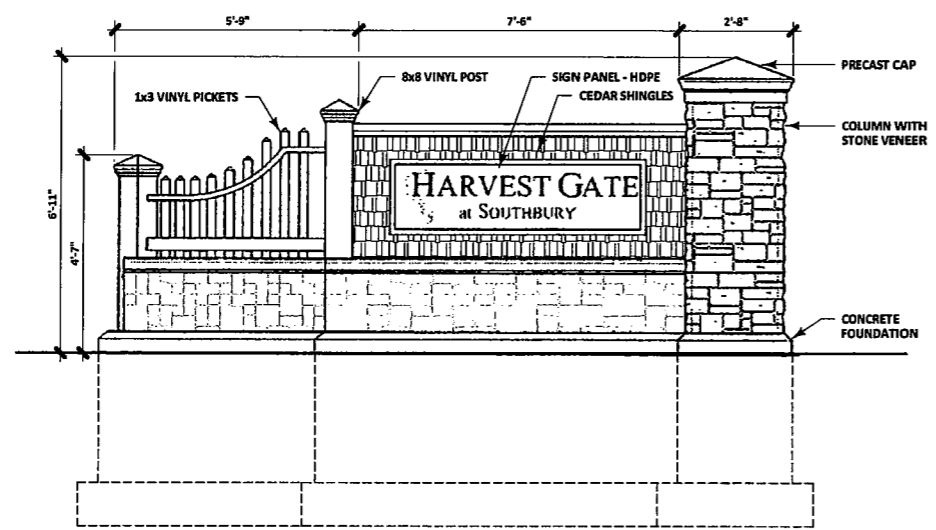
- A. General Standards** (to be copied into landscape plans)
- Time for installation. All landscaping for single-family residential developments of five (5) units or more shall be completed in accordance with the approved site plan at the time that seventy (70) percent of the development is completed or within the next planting season following occupancy, whichever comes first. If the development is built in phases, then the landscaping shall be completed as seventy (70) percent of each phase is completed or within the next planting season following occupancy, whichever comes first. All commercial developments landscaping shall be in place prior to any occupancy permits being issued. Landscaping contract shall be installed, the Building and Zoning Administrator may issue a temporary permit and take surety until the landscaping is completed equal to one hundred ten (110) percent of the estimated cost for landscaping improvements. Installation of landscaping is best between the months of March 15 and June 1 and September 15 through December 1. Installation of herbaceous material is recommended March 15 through June 15, and September 15 through October 15.
 - Replacement. All landscaping shall be guaranteed for two (2) years from the date of acceptance and shall be replaced by the applicant at no charge to the Village should they die or be in a declining condition in the opinion of the Village Arborist. The replacement tree shall be the same size, species and quality, unless said species is no longer on the approved species list, and shall carry the same two (2) year guarantee. The Village may use the bond or surety to replace plants if the developer fails to perform adequately. After the initial two (2) year period, the landowner or, in the case of plant material in common open space, the homeowners or property owners' association shall be responsible for maintaining and replacing any plants that die.
 - Revisions. Once a landscape plan has been approved and a building permit issued, the village staff may authorize minor revisions to the approved landscape plan including the substitution of equivalent plantings and ground covers where such revisions do not diminish the benefits of the approved landscape plan. A revision shall be considered minor where there is no reduction in the quantity of plant material, no significant change in size or location of plant material, and new plants are of the same general category (evergreen, ornamental, evergreen, etc.) and have the same general design characteristics (nature size, spread, density) as the materials being replaced.
 - Tree Quality. All plant material shall be balled and burlapped (B & B) or grown in nurseries from the Central or Northern Illinois region and licensed by the State of Illinois. Plant sizes, handling and installation shall conform to the minimum standards established by the American Association of Nurserymen. All plants used to fulfill the landscaping requirements shall come from the permitted plant list at appendices A-E. Trees selected for planting in Oswego shall be healthy, free of infections and diseases, bark burls, and scapts on the trunk or limbs before and after planting. Selected trees shall have a straight trunk with limbs not lower than five (5) feet above the ground.
 - Sod and seed areas. A guarantee of a minimum of two (2) growing seasons shall cover all seeded/seeded areas. For purposes of this Section, a growing season shall be considered to run from September 1 through May 31. A sod watering permit may be submitted to the Public Works Department when sod is laid down. Sod laid down shall be planted for a period to water for ten (10) consecutive days.
 - The applicant shall provide the Arborist with a minimum twenty-four (24) hour notice prior to beginning of planting.
 - Irrigation. The landscaping areas should use plants that can survive with the area's natural rainfall and do not need irrigation. When the planting area cannot naturally be provided with adequate moisture because they are surrounded by large areas of paving, an irrigation system shall be installed to ensure the plants receive adequate moisture.

- All tags, wires, plastic ties and ropes shall be removed from each tree to prevent girdling the tree. The tag shall be removed a minimum from the upper third of the root ball. If plastic "burlap" is used, it shall be removed in its entirety from the root ball. All wire baskets are to be removed.
- Planting Specifications
 - The perimeter of the planting hole shall extend a minimum of two (2) feet beyond the sides of the root ball on all sides. The sides of the hole shall slope gradually, making the hole saucer-shaped or bowl-shaped. The hole shall be no deeper than necessary to cover the root ball.
 - A doughnut-like circle of soil shall be cultivated eight (8) to twelve (12) inches deep and eighteen (18) inches wide around the root ball. A three (3) inch layer of organic matter shall be applied to the top of the hole. The sides of the hole shall be firm and stable. The trees shall be lightly watered to remove air pockets from the soil and later as necessary to maintain a healthy, vigorous condition.
 - Each tree will be properly pruned back to compensate for any root loss. Such pruning may include roots and lateral branches (up to one-third (1/3) of their length) but in no case may the main leader be cut. Any tree which has the main leader in any way will be removed and replaced. Any damaged or broken branches shall be removed at this time.
 - All excess soil, clay and construction debris shall be removed from the planting site prior to planting the individual tree.
 - Trees shall have a trunk diameter of not less than two (2) inches. Caliper of the trunk of nursery stock shall be measured six (6) inches above the ground for up to and including four (4) inch caliper size, and twelve (12) inches above the ground for six (6) inch caliper size. The trees shall be lightly watered to remove air pockets from the soil and later as necessary to maintain a healthy, vigorous condition.
 - Tree holes may be machine dug, provided that all sides of holes dug in such manner shall be secured by ground sloping. If an existing lawn is damaged, it shall be the responsibility of the applicant to restore said lawn to its original condition. All trees shall be hand planted and planted straight.
 - Trees and shrubs located in a planting bed shall be matched with a minimum of three (3) inches of shredded hardwood bark, wood chips or other organic mulch. All flower and groundcover beds shall be matched with a minimum of one half (1/2) inch to two (2) inch deep shredded hardwood bark, wood chips or other organic mulch.
 - Pruning. The owner of trees overhanging public streets or right-of-way shall prune the branches so that such branches shall not obstruct the sight from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight (8) feet above the surface of the street or sidewalk. Said owners shall remove all dead, diseased, or dropping limbs, or broken or decayed limbs which constitute a menace to the safety of the public. Public Works will have to be notified of any tree located in the public ROW that needs to be removed. The Village shall have the authority to remove any tree or shrub on public property when such interference with the proper spread of

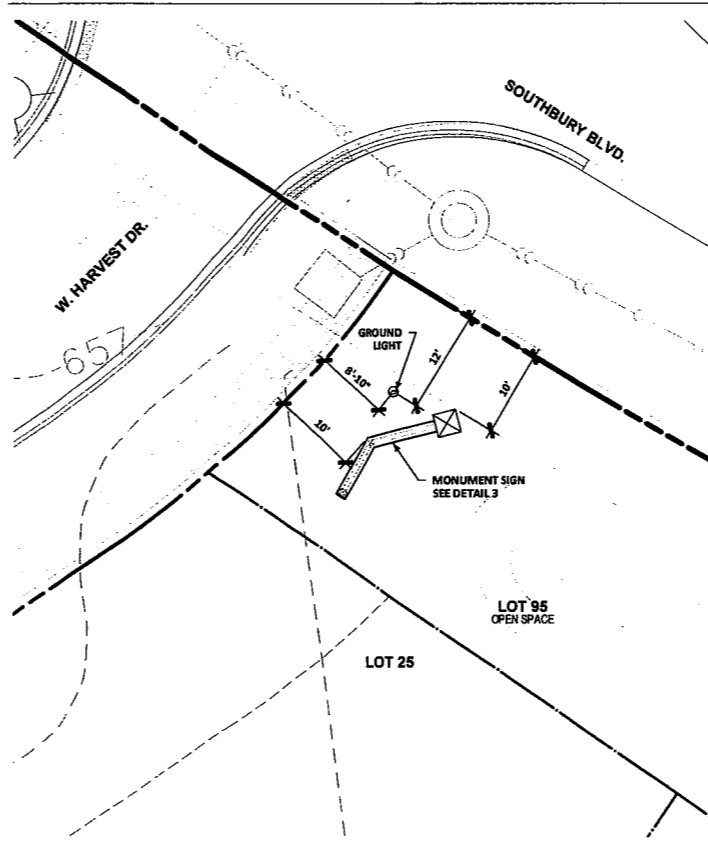
Exhibit
F
0.484



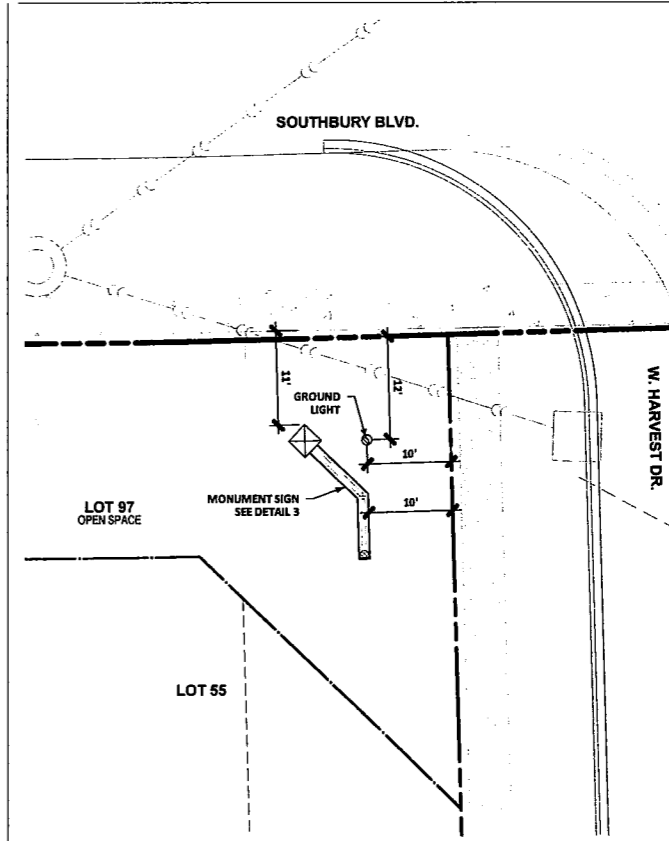
4 SIGNAGE KEY
SCALE: 1" = 10'-0"



3 SIGN ELEVATION
SCALE: 1/2" = 1'-0"



2 SIGN LAYOUT - WEST SIGN
SCALE: 1" = 10'-0"



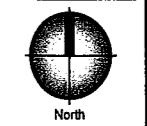
1 SIGN LAYOUT - EAST SIGN
SCALE: 1" = 10'-0"

Prepared By:
scd
Schappo Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

Project Name:
SOUTHURY LAND VENTURE L.L.P.
180 DIAGONAL ROAD, 6TH FLOOR
ALEXANDRIA, VIRGINIA 22314-2840

Project Name:
HARVEST GATE at Southbury (Pod 8)
Oswego, Illinois

Sheet Name:
PRELIMINARY SIGNAGE PLAN
Preliminary P.U.D. Plans



Revisions

| | |
|--|--|
| | |
| | |
| | |
| | |

Date: 2017-05-04
Scale: 1" = 60'-0"
Job #: 284.002.02
Drawn: C. Funhouse
File #: 284.002_PSI100

SHEET:
8



COMMUNITY DEVELOPMENT DEPARTMENT

100 Parkers Mill • Oswego, IL 60543 • (630) 554-3622 • Fax: (630) 551-3975
Website: <http://www.oswegoil.org>

STAFF REPORT

DATE: May 31, 2018

TO: Chairman and Plan Commission

FROM: Rod Zenner, Community Development Director

SUBJECT: Staff Report for the June 7, 2018 Plan Commission Meeting
Harvest Gate
Final PUD and Subdivision Plat for Harvest Gate Phase 1A
Project #1009.18

Applicant

Southbury Land Venture, LLLP

Requested Action

The applicant is requesting approval of a Final PUD and Subdivision Plat for Harvest Gate at Southbury Pod 8, Phase 1A to allow for the development of 22 single family residential lots.

Location, Existing Zoning and Land Use

The 5.429 acre site is located in the Southbury Subdivision, west of the intersection of Colchester Drive and W. Harvest Drive. It is Zoned R-4 General Residence District and is vacant pending development.

Surrounding Zoning and Land Uses

NORTH: R-4 General Residence District – Villas of Southbury Single Family Residential and Seasons of Southbury Townhomes.

SOUTH: R-2 Single-Family Residence District – Autumn Gate Single Family Residential.

EAST: R-2 Single-Family Residence District – Future Single-Family Residential.

WEST: R-4 General Residence – Vacant.

Relationship to Village Comprehensive Plan

The Comprehensive Plan designates the subject area as “Residential”. The proposal is consistent with this designation.

Donation Requirements

School and Park dedications are made by a combination of land and cash dedications.

Staff Analysis

On August 11, 2003, the Village entered into an Annexation Agreement of the subject property by Ordinance #03-78, annexed by Ordinance #03-79, rezoned by Ordinance #03-80, and the preliminary plat was approved by Ordinance #03-81 for the Southbury Development. Pod 8 of Southbury, known as Harvest Gate, was approved to contain 182 townhome units. In July of 2017, the Village Board approved Ordinance #17-34 approving a major change to the PUD and Preliminary PUD and Subdivision Plat to allow for the development of 93 single-family residential lots.

The petitioner is presenting a Final PUD and Subdivision Plat for Phase 1A consisting of 22 single-family residential lots. The lots as proposed are consistent with the approved Preliminary PUD and Subdivision Plat. The lot line between Lots 8 and 9 has been adjusted slightly from the Preliminary Plat resulting in more square footage for Lot 9 to create a more buildable lot. The proposed landscape plan shown for the entire Pod 8 is consistent with the preliminary plan.

Staff is of the opinion that the proposed Final PUD and Subdivision Plat is in substantial conformance to the approved preliminary plat and recommends approval.

Recommendation

Staff recommends approval of the Final PUD and Subdivision Plat for Harvest Gate at Southbury Pod 8, Phase 1A.

**VILLAGE OF OSWEGO
MINUTES OF THE PLANNING & ZONING COMMISSION MEETING
100 PARKERS MILL
OSWEGO, ILLINOIS**

June 7, 2018

1. CALL TO ORDER

Chairman Pajor called the Oswego Planning & Zoning Commission Meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Dominick Cirone, Matt Garland, Ken Holmstrom, Rick Kuhn, Charlie Pajor, Rebecca Stine, Robyn Vickers
Absent: None

There was a quorum.

Oswego community representatives in attendance were:

Present: Rod Zenner, Community Development Director; Bethany Salmon, Planner; Pam Johnson, Recording Secretary; Judy Sollinger, Village Trustee; Chad Feldotto, Oswegoland Park District

6. NEW BUSINESS

FINAL PUD AND SUBDIVISION PLAT

Harvest Gate

Applicant: Southbury Land Venture, LLLP

Project #1009.18

Project Manager: Rod Zenner

Director Zenner stated the applicant is requesting approval of a Final PUD and Subdivision Plat for Harvest Gate at Southbury Pod 8, Phase 1A to allow for the development of 22 single family residential lots. Director Zenner reviewed the approval history of the PUD for Harvest Gate and stated the lots as proposed for Pod 8 Phase 1A are consistent with the approved Preliminary PUD and Subdivision Plat.

Commissioner Comments:

Commissioner Cirone asked if this community is age-restricted. Director Zenner stated the neighborhood will be age-targeted, not restricted.

Motion: Commissioner Holmstrom, second Commissioner Kuhn to accept the findings of fact for the approval of the Final PUD and Subdivision Plat for Harvest Gate at Southbury Pod 8, Phase 1A.

Ayes: Commissioners Cirone, Garland, Holmstrom, Kuhn, Pajor, Stine, Vickers

Nays: None

Absent: None

Motion carried

**Village of Oswego
Bill List
January 15, 2019**

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|-------------------------|---------------------------------------|---|----------------|---------------------------|
| General Fund: | | | | |
| Corporate: | | | | |
| 1001100 | ALDI | Food for Wellness Screening | 13.47 | |
| 1001100 | Amazon.com | Fuel Card Program Supplies (Yorkville) | 42.14 | |
| 1001100 | American Planning Association | Membership Renewal | 723.00 | |
| 1001100 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Expenses | 1,550.00 | |
| 1001100 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Expenses | 1,200.00 | |
| 1001100 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Expenses | 2,800.00 | |
| 1001100 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Expenses | 1,050.00 | |
| 1001100 | Citizen Participation Survey | 2018-2019 Sunshine Laws Manual | 44.60 | |
| 1001100 | City Of Aurora | Parking-Metra Meeting | 2.31 | |
| 1001100 | City Of Naperville | Parking-ICSC Convention | 2.05 | |
| 1001100 | Dick's Sporting Goods | Gift Card for Retirement, EW | 100.00 | |
| 1001100 | Dick's Sporting Goods | Gift Cards for Oktoberfest Luncheon | 50.00 | |
| 1001100 | Discovery Benefits | Monthly FSA - November | 83.30 | |
| 1001100 | IPRF | Workers Compensation Insurance | 835.14 | |
| 1001100 | Jewel Food Stores | Gift Card for Wellness Screening | 25.00 | |
| 1001100 | Jewel Food Stores | Gift Cards for Wellness Screening | 1,425.00 | |
| 1001100 | Jewel Food Stores | Supplies for Oktoberfest Luncheon | 232.03 | |
| 1001100 | Jewel Food Stores | Supplies for Oktoberfest Luncheon | 10.93 | |
| 1001100 | Jewel Food Stores | Wellness Screening Items | 73.39 | |
| 1001100 | Juno Iron | Iron Outline of New PD for Chief | 350.00 | |
| 1001100 | Just Safety, LTD. | Restock Safety Supplies | 85.05 | |
| 1001100 | Lou Mitchells | CMAAP on to 2050 Meeting | 49.69 | |
| 1001100 | Marclay's Shell | Gift Cards for Wellness Screening | 75.00 | |
| 1001100 | Meijer, INC. | Gift Card for Wellness Screening | 25.00 | |
| 1001100 | Meijer, INC. | Refund-Unused Items for Wellness Day | -17.94 | |
| 1001100 | Metra Rail | Train-ICSC Convention | 15.50 | |
| 1001100 | Metra Rail | Train-Metra Meeting | 14.50 | |
| 1001100 | Metra Rail | Train-Metra Meeting | 14.50 | |
| 1001100 | Metra Rail | Train-Metra Meeting | 16.50 | |
| 1001100 | Metro West Council | Annual Meeting, Recognition Dinner | 150.00 | |
| 1001100 | Metro West Council | November Board Meeting | 70.00 | |
| 1001100 | Office Depot | Copy Paper, Pens, TP, Steno Pads, Hand Towels | 106.96 | |
| 1001100 | Office Depot | Foot Rest | 18.99 | |
| 1001100 | Party City | Tablecloths, Decor for Wellness Screen | 8.97 | |
| 1001100 | Schaefer Greenhouses | Get Well Flowers, DD | 69.90 | |
| 1001100 | Schaefer Greenhouses | Welcome Plant, NZ | 34.95 | |
| 1001100 | Starbuck's | Coffee for Wellness Screening | 67.80 | |
| 1001100 | Sterling Codifiers, INC | Codification Supplement #40 | 836.00 | |
| 1001100 | Tap House Grill | Mayor Meeting | 80.64 | |
| 1001100 | TPM Stems | Get Well Flowers, SB | 57.00 | |
| 1001100 | Verizon Wireless | Ipads & Data Devices | 91.20 | |
| 1001100 | Voluntary Action Center | KAT Paratransit Agreement | 15,666.66 | |
| 1001100 | Voluntary Action Center | KAT Paratransit Agreement | 23,500.00 | |
| 1000000 | Voluntary Action Center | KAT Paratransit Agreement-Prepaid | 7,833.34 | |
| 1001100 | Walgreen's | Gift Cards for Employee Spot Bonuses | 274.75 | |
| 1001100 | Walgreen's | Gift Cards for Wellness Screening | 550.00 | |
| 1001100 | Wal-Mart Stores Inc | Food for Wellness Screening | 17.10 | |
| 1001100 | Wal-Mart Stores Inc | Frames for Employee Service Awards | 17.92 | |
| 1001100 | Will County Governmental League | WCGL 2019 Membership Dues | 1,999.04 | |
| 1001100 | Will County Governmental League | Fall Legis Event | 25.00 | |
| | | Corporate Total: | | 62,366.38 |
| Community Relations: | | | | |
| 1002000 | Best Buy | Tripod, Stand for Video at Events | 64.98 | |
| 1002000 | Chicago Tribune | Beacon News Digital Access | 7.96 | |
| 1002000 | Chicago Tribune | Beacon News Digital Access | 7.96 | |
| 1002000 | Google.com | Google Maps API for Website Directory | 1,000.00 | |
| 1002000 | IPRF | Workers Compensation Insurance | 250.54 | |
| 1002000 | MailChimp | Email Marketing Subscription | 65.00 | |
| 1002000 | Office Depot | Copy Paper, Pens, TP, Steno Pads, Hand Towels | 25.93 | |
| 1002000 | Trend Graphics, INC. | Newsletter Print, Prep and Delivery | 2,992.08 | |
| 1002000 | Verizon Wireless | Ipads & Data Devices | 58.27 | |
| 1002000 | Yorkville Postmaster | Winter Newsletter Postage | 2,294.08 | |
| | | Community Relations Total: | | 6,766.80 |
| Building & Zoning: | | | | |
| 1002500 | Fuller's Car Wash | BZ Car Wash | 6.00 | |
| 1002500 | Fuller's Car Wash | BZ Car Wash | 6.00 | |
| 1002500 | Hoover, Jay | Mgmt Training Lunch, Mileage | 49.13 | |

**Village of Oswego
Bill List
January 15, 2019**

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|----------------------------------|-------------------------------|---|--|---------------------------|
| 1002500 | Hoover, Jay | SBOC Luncheon | 20.00 | |
| 1002500 | International Code Council | Certification Renewals, Checklist Book | 134.45 | |
| 1002500 | IPRF | Workers Compensation Insurance | 835.14 | |
| 1002500 | Office Depot | Copy Paper, Pens, TP, Steno Pads, Hand Towels | 96.33 | |
| 1002500 | Oswego Ace Hardware | 9V Batteries | 17.35 | |
| 1002500 | Verizon Wireless | Cell Phones | 56.16 | |
| 1002500 | Verizon Wireless | Ipads & Data Devices | 92.15 | |
| | | | Building & Zoning Total: | 1,312.71 |
| Community Development: | | | | |
| 1003000 | American Planning Association | Membership Dues | 723.00 | |
| 1003000 | Aramark Corporation | Uniform Services | 4.85 | |
| 1003000 | Aramark Corporation | Uniform Services | 4.85 | |
| 1003000 | Aramark Corporation | Uniform Services | 4.62 | |
| 1003000 | Aramark Corporation | Uniform Services | 4.62 | |
| 1003000 | Cirone, Dominick | P&Z Meeting 12/6/18 | 25.00 | |
| 1003000 | City Of Naperville | Parking-ICSC Convention | 2.05 | |
| 1003000 | Garland, Matthew | P&Z Meeting 12/6/18 | 25.00 | |
| 1003000 | ICSC | ICSC Conference Registration | 95.00 | |
| 1003000 | IPRF | Workers Compensation Insurance | 445.41 | |
| 1003000 | Kuhn, Rick | P&Z Meeting 12/6/18 | 25.00 | |
| 1003000 | Metra Rail | Train-ICSC Convention | 15.50 | |
| 1003000 | Office Depot | Copy Paper, Pens, TP, Steno Pads, Hand Towels | 52.21 | |
| 1003000 | Office Depot | Packing Tape | 8.99 | |
| 1003000 | Office Depot | Pens, Markers, Folders, Calculator, Misc | 112.63 | |
| 1003000 | Pajor, Charles | P&Z Meeting 12/6/18 | 25.00 | |
| 1003000 | Pearces Pub | New Employee Luncheon | 27.67 | |
| 1003000 | Stine, Rebecca | P&Z Meeting 12/6/18 | 25.00 | |
| 1003000 | Verizon Wireless | Cell Phones | 43.86 | |
| 1003000 | Verizon Wireless | Ipads & Data Devices | 15.60 | |
| | | | Community Development | 1,685.86 |
| Economic Development: | | | | |
| 1003500 | Amazon.com | White Board for Office | 43.33 | |
| 1003500 | ICSC | ICSC Registration Fees | 145.00 | |
| 1003500 | IPRF | Workers Compensation Insurance | 111.35 | |
| 1003500 | Metra Rail | Train-ICSC Conference | 16.50 | |
| 1003500 | Office Depot | Copy Paper, Pens, TP, Steno Pads, Hand Towels | 12.96 | |
| 1003500 | Potbelly Sandwich Co | Meal-ICSC Conference | 10.21 | |
| 1003500 | TextMagic | Texting App Usage | 10.00 | |
| 1003500 | Verizon Wireless | Ipads & Data Devices | 60.96 | |
| | | | Economic Development: | 410.31 |
| Finance: | | | | |
| 1004000 | GFOA | CAFR Award | 435.00 | |
| 1004000 | IGFOA | IL Public Pension Institute II | 140.00 | |
| 1004000 | IPRF | Workers Compensation Insurance | 668.11 | |
| 1004000 | Office Depot | Copy Paper, Pens, TP, Steno Pads, Hand Towels | 83.36 | |
| | | | Finance Total: | 1,326.47 |
| Information Technologies: | | | | |
| 1004500 | Amazon.com | 2-25 Yd Velcro Strips | 31.76 | |
| 1004500 | Citrix Sharefile | ShareFile Subscription | 2,496.00 | |
| 1004500 | Comcast Corporation | Internet & Connection to Building | 4,942.17 | |
| 1004550 | ESRI | GIS Renewal | 6,500.00 | |
| 1004500 | Granicus, INC. | Transparency Suite | 4,862.03 | |
| 1004500 | Interdev, LLC. | InterDev - Onsite Support | 11,404.32 | |
| 1004500 | IPRF | Workers Compensation Insurance | 111.35 | |
| 1004500 | Office Depot | Copy Paper, Pens, TP, Steno Pads, Hand Towels | 12.96 | |
| 1004500 | Office Depot | Pens, Markers, Folders, Calculator, Misc | 89.99 | |
| 1004500 | Oswego Citgo | Gas for IT Truck | 48.01 | |
| 1004500 | PCM Tiger Direct | Adobe Cloud Licensing Subscription | 11,772.00 | |
| 1004500 | PCM Tiger Direct | Corel (Roxio) CD/DVD Burning License | 298.80 | |
| 1004500 | Survey Monkey | Monthly Subscription Renewal | 37.00 | |
| 1004500 | Verizon Wireless | Cell Phones | 37.44 | |
| 1004500 | Verizon Wireless | Ipads & Data Devices | 132.81 | |
| | | | Information Technologies Total: | 42,776.64 |
| Police: | | | | |
| 1005030 | ALDI | Dedication Ceremony Supplies | 20.94 | |
| 1005030 | ALDI | Family Day Items, New PD | 25.23 | |

**Village of Oswego
Bill List
January 15, 2019**

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|-------------------------|---------------------------------------|--|----------------|---------------------------|
| 1005040 | Amazon.com | Boot Replacement | 160.00 | |
| 1005040 | Bahama Breeze | Meal-IACP Conference | 50.34 | |
| 1005040 | BBQ King | Meal-FTO Supervisor Class | 16.91 | |
| 1005030 | CALEA | CALEA Annual Continuation Fee | 4,620.00 | |
| 1005030 | Comcast Corporation | Monthly Internet Package | 134.85 | |
| 1005030 | Comcast Corporation | Monthly Internet Package | 134.85 | |
| 1005030 | Comcast Corporation | Monthly TV Adapters | 4.32 | |
| 1005030 | Comfort Suites | Lodging-IDIAI Workshop | 106.22 | |
| 1005040 | DC Cobbs | Meal-FTO Supervisor Class | 18.04 | |
| 1005030 | Dr Gadget | Screen Replacement, 18-2616 | 90.00 | |
| 1005030 | Dunkin Donuts | Donuts for Moving Day, New PD | 39.32 | |
| 1005040 | Econo Plaza Parking | Parking-IACP Conference | 75.00 | |
| 1005030 | Elvin, Ron | Police Commission Meetings | 25.00 | |
| 1005030 | Embassy Suites Hotel | Lodging-IACP Conference | 1,057.52 | |
| 1005040 | Embassy Suites Hotel | Lodging-IACP Conference | 1,057.52 | |
| 1005030 | Embassy Suites Hotel | Meal-IACP Conference | 50.91 | |
| 1005040 | Embassy Suites Hotel | Meal-IACP Conference | 37.64 | |
| 1005030 | Fire Training Resources | Fire Investigation Training Registration | 1,650.00 | |
| 1005040 | Firehouse Subs | Meal-LEEDA Training | 12.74 | |
| 1005040 | Green Garden | Meal-FTO Supervisor Class | 10.10 | |
| 1005030 | Hobby Lobby | Family Day Items, New PD | 29.53 | |
| 1005030 | Hobby Lobby | Patch Framing | 143.25 | |
| 1005040 | Home Depot | Batteries, AA & AAA | 43.94 | |
| 1005030 | Home Depot | Padlocks for Armory Gun Lockers | 53.96 | |
| 1005030 | Huarches | Meal-IDIAI Training | 16.00 | |
| 1005030 | Huarches | Meal-IDIAI Workshop | 23.88 | |
| 1005030 | IDIAI | Conference Registration | 55.00 | |
| 1005040 | ILACP | 2019 Membership Renewal | 95.00 | |
| 1005030 | IL Fire & Police Commissioners | Fall Seminar Registration | 500.00 | |
| 1005030 | IL Fire & Police Commissioners | Fall Seminar Registration | 500.00 | |
| 1005030 | IPRF | Workers Compensation Insurance | 7,239.85 | |
| 1005040 | Jersey Mike's Subs | Meals-LEEDA Training | 38.18 | |
| 1005030 | Jimmy John's | Working Budget Lunch | 30.53 | |
| 1005030 | Kencom Public Safety | 2019 Dispatch Services | 58,711.40 | |
| 1000000 | Kencom Public Safety | 2019 Dispatch Services-Prepaid | 117,422.78 | |
| 1005030 | Kendall County Assoc Chiefs of Police | November 2018 Meeting Fee | 16.00 | |
| 1005040 | Kendall County Assoc Chiefs of Police | November 2018 Meeting Fee | 16.00 | |
| 1005040 | Master Uniform Mfg. | Patch Work on Uniforms | 300.00 | |
| 1005040 | McDonald's, LLC. | Meals-LEEDA Training | 27.43 | |
| 1005030 | Mears Transportation | Shuttle-IACP Conference | 35.19 | |
| 1005030 | Meijer, INC. | Dedication Ceremony Supplies | 50.92 | |
| 1005030 | Meijer, INC. | Supplies for PD Dedication | 56.37 | |
| 1005030 | Melissa Jean Photography | Dedication Photography | 375.00 | |
| 1005030 | Menards, INC. | Door Stops for New PD | 46.98 | |
| 1005030 | Menards, INC. | Super Wedge Doorstoppers | 99.18 | |
| 1005030 | Niesman, Carrie | Police Commission Meetings | 25.00 | |
| 1005030 | Office Depot | Expandable Pocket Files, Copier Paper | 197.29 | |
| 1005040 | Orange Co Convention Center | Meal-IACP Conference | 14.25 | |
| 1005040 | Oswego Ace Hardware | 2018 Pumpkin Racer Supplies | 26.26 | |
| 1005040 | Oswego Ace Hardware | Ziplock Bags, Keyrings | 45.93 | |
| 1005040 | Oswego Cleaners | Remove/Update to New OPD Patches | 1,250.00 | |
| 1005030 | P F Pettibone & Co. | Ordinance Violation Tickets | 1,578.30 | |
| 1005030 | Party City | PD Open House Supplies | 65.82 | |
| 1005030 | Physicians Immediate Care | Monthly Random Drug Screen | 38.00 | |
| 1005040 | Plainfield Police/Mf | 2019 Mobile Field Force Dues | 300.00 | |
| 1005040 | Public House | Meal-FTO Supervisor Class | 14.88 | |
| 1005030 | Rosati's Of Oswego | Dinner Meeting/Interviews | 32.00 | |
| 1005030 | Rosati's Of Oswego | Lunch for Evidence Move | 27.61 | |
| 1005030 | Rosati's Of Oswego | Working Dinner Meeting | 30.45 | |
| 1005040 | Rosati's Of Oswego | Working Lunch, Sergeants Mtg | 50.16 | |
| 1005030 | Rosati's Of Oswego | Working Lunch/PD Moving | 59.00 | |
| 1005030 | Sparrow Coffee | Meal-Training Conference | 7.45 | |
| 1005030 | Speedway | Gasoline for Squad | 53.04 | |
| 1005040 | Streicher's | 2 Pants, Shirts | 109.98 | |
| 1005040 | Streicher's | 3-Season Jacket | 281.97 | |
| 1005040 | Streicher's | Class A Uniform Order | 163.25 | |
| 1005030 | Streicher's | Class A Uniform Shirt | 60.50 | |
| 1005040 | Streicher's | Duty Boots | 155.50 | |
| 1005040 | Streicher's | Duty Uniforms | 565.41 | |
| 1005040 | Streicher's | LS Uniform Shirt | 67.50 | |
| 1005040 | Streicher's | Replacement Boots | 155.00 | |

**Village of Oswego
Bill List
January 15, 2019**

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|-------------------------|--------------------------------|-------------------------------------|----------------|---------------------------|
| 1005040 | Streicher's | Softshell Jacket | 125.99 | |
| 1005030 | Streicher's | Uniform LS Shirts, Boots | 211.97 | |
| 1005040 | Streicher's | Uniform Shirts, Patches | 451.92 | |
| 1005040 | Streicher's | Winter Duty Coat | 125.99 | |
| 1005040 | Streicher's | Winter Uniform Coat | 293.98 | |
| 1005040 | TGI Friday's | Meal-IPSI Training | 22.72 | |
| 1005040 | The UPS Store | Shipping for Broken Camera | 30.82 | |
| 1005030 | TLO Transunion | Monthly Usage Fees | 62.70 | |
| 1005030 | Trotsky Investigative Services | Polygraph Exams for Applicants | 560.00 | |
| 1005030 | Uniform Den East | Body Armor for Officers | 1,595.00 | |
| 1005030 | USPS | Certified Postage | 7.62 | |
| 1005030 | USPS | Certified Postage | 6.70 | |
| 1005030 | USPS | Certified Postage | 20.10 | |
| 1005030 | USPS | Certified Postage | 26.80 | |
| 1005030 | USPS | Certified Postage | 6.70 | |
| 1005030 | Verizon Wireless | Cell Phones | 9.91 | |
| 1005030 | Verizon Wireless | Ipads & Data Devices | 30.28 | |
| 1005030 | Verizon Wireless | Monthly Cell Phones | 665.01 | |
| 1005030 | Verizon Wireless | Squad Tablet and Air Cards | 589.92 | |
| 1005030 | Wal-Mart Stores Inc | Cleaning Supplies, Open House Items | 42.06 | |
| 1005030 | Wal-Mart Stores Inc | Family Day Items, New PD | 40.48 | |
| 1005030 | Wal-Mart Stores Inc | Family Day Items, New PD | 7.72 | |
| 1005030 | Westin Hotel Chicago | Meal-Training Conference | 9.72 | |

Police Total: **205,642.48**

Public Works:

| | | | | |
|---------|---------------------------|--|-----------|--|
| 1006060 | 4Imprint | Lanyards & Retractable for Badges | 506.84 | |
| 1006060 | Aaren Pest Control | Monthly Pest Control | 65.00 | |
| 1006060 | Aaren Pest Control | Monthly Pest Control | 65.00 | |
| 1006030 | Air One Equipment | Safety Gloves | 124.50 | |
| 1006060 | Alarm Detection Systems | Old PD Fire Alarm Monitoring | 170.85 | |
| 1006060 | Alarm Detection Systems | PW - Alarm Monthly Service | 28.45 | |
| 1006060 | Alarm Detection Systems | PW - Front Door Airphone and Door Strike | 2,381.00 | |
| 1006060 | Alarm Detection Systems | PW - New ID Badge for ZJ | 15.00 | |
| 1006060 | Alarm Detection Systems | VH - Admin Airphone Intercom System | 1,685.00 | |
| 1006060 | Alarm Detection Systems | VH - Installation of 4 Panic Buttons | 1,403.00 | |
| 1006060 | Alarm Detection Systems | VH - Installation of 7 Lockdown Buttons | 2,403.00 | |
| 1006060 | Alarm Detection Systems | VH - Monthly Maintenance/Monitoring | 34.19 | |
| 1006060 | Alarm Detection Systems | VH - Quarterly Alarm Charges | 3,156.69 | |
| 1006060 | Alarm Detection Systems | VH - Quarterly Monitoring of Access System | 41.03 | |
| 1006060 | Alarm Detection Systems | VH - Quarterly Monitoring/Main | 61.55 | |
| 1006060 | Amazon.com | 40 Visitor Badges, Clipboards | 99.74 | |
| 1006030 | Amazon.com | 65W07 Outlet | 14.22 | |
| 1006060 | Amazon.com | Paper Towel Holders | 103.92 | |
| 1006060 | Amazon.com | Picture Frames for Evacuation Plans | 96.65 | |
| 1006060 | Amazon.com | Wireless Doorbell, Lanyards, Inspection Tags | 370.62 | |
| 1006030 | American Public Work | IPSI Registration | 195.00 | |
| 1006040 | Americana Landscape Group | Landscaping Services | 6,782.00 | |
| 1006040 | Americana Landscape Group | Landscaping Services | 1,922.00 | |
| 1006040 | Americana Landscape Group | Landscaping Services | 881.00 | |
| 1006040 | Americana Landscape Group | Landscaping Services | 14,870.00 | |
| 1006040 | Americana Landscape Group | Landscaping Services | 15,374.00 | |
| 1006060 | Andersen Plumbing/Heating | Backflow Testing | 971.55 | |
| 1006010 | Aramark Corporation | Uniform Services | 39.67 | |
| 1006050 | Aramark Corporation | Uniform Services | 30.00 | |
| 1006010 | Aramark Corporation | Uniform Services | 40.36 | |
| 1006050 | Aramark Corporation | Uniform Services | 30.25 | |
| 1006010 | Aramark Corporation | Uniform Services | 41.81 | |
| 1006050 | Aramark Corporation | Uniform Services | 25.76 | |
| 1006010 | Aramark Corporation | Uniform Services | 40.10 | |
| 1006050 | Aramark Corporation | Uniform Services | 29.35 | |
| 1006050 | Blain's Farm & Fleet | Tire Gauges | 65.95 | |
| 1006010 | Blain's Farm & Fleet | Work Boots | 99.88 | |
| 1006050 | Bonnell Industries | Chain Hooks for #04 | 95.87 | |
| 1006010 | Buffalo Wild Wings | Meal-IPSI Training | 20.45 | |
| 1006040 | Buffalo Wild Wings | Meal-IPSI Training | 15.56 | |
| 1006060 | Carrot-Top Industries | American, PD Flags for New PD | 553.43 | |
| 1006050 | Certified Laboratories | Penetrating Oil for Shop | 187.69 | |
| 1006020 | Christopher B Burke | Engineering for Railroad Quiet Zone | 1,239.50 | |
| 1006060 | Cintas Corporation | Winter Mat Service | 57.53 | |
| 1006060 | Cintas Corporation | Winter Mat Service | 57.53 | |

**Village of Oswego
Bill List
January 15, 2019**

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|-------------------------|-----------------------------|--|----------------|---------------------------|
| 1006010 | Clarke Mosquito Control | Biomist Truck ULV | 7,535.00 | |
| 1006030 | Comed | 3523 Rt 34 Booster 1 | 33.59 | |
| 1006030 | Comed | Master Acct Signals & Lights | 712.25 | |
| 1006030 | Comed | Master Acct St Lights | 3,114.77 | |
| 1006030 | Comed | Park & Ride | 341.01 | |
| 1006030 | Constellation Newenergy | 692 Canton Ct Lights | 6,796.24 | |
| 1006030 | Crescent Electric Supply | 12-250W, 24-175W Lamps | 514.42 | |
| 1006030 | Crescent Electric Supply | 24-175W, 12-400W Bulbs | 600.77 | |
| 1006030 | Crescent Electric Supply | 5-67W47 Recepticles | 341.73 | |
| 1006030 | Crescent Electric Supply | Credit-Recepticles, 175W Bulbs | -40.29 | |
| 1006060 | Crescent Electric Supply | F42 CFL Bulbs | 52.10 | |
| 1006010 | Denny's | Meal-IPSI Training | 13.42 | |
| 1006060 | Doors By Russ | Salt Dome Door Repair | 130.00 | |
| 1006010 | Double Tree by Hilton | Lodging-IPWAMAN Conference | 78.40 | |
| 1006010 | Double Tree by Hilton | Lodging-IPWAMAN Conference | 78.40 | |
| 1006010 | Effing Brew | Meal-IPSI Training | 16.16 | |
| 1006050 | Fastenal Co | Bolts for Shop Stock | 3.50 | |
| 1006050 | Feece Oil Co. | Fuel - Diesel | 646.43 | |
| 1006050 | Feece Oil Co. | Fuel - Diesel | 621.54 | |
| 1006050 | Feece Oil Co. | Fuel - Gas | 152.67 | |
| 1006030 | First Place Rental | Sidewalk Grinder | 1,003.59 | |
| 1006030 | First Place Rental | Sidewalk Grinder | 1,003.59 | |
| 1006050 | FleetPride | License Plate Bracket, Light, Clearance Lights | 27.69 | |
| 1006030 | Fox Ridge Stone | Concrete Drop-Off, 5 Yds | 45.00 | |
| 1006050 | Freeway Ford-Sterling | Fuel Filter Housing #10 | 95.00 | |
| 1006050 | Freeway Ford-Sterling | Turn Signal Arm, Truck 18 | 270.31 | |
| 1006030 | Frost Electric Company | Lighting Boxes Downtown | 4,130.00 | |
| 1006010 | Graybar Electric Co | 8-Helix Foundations for Holiday Lights | 3,585.92 | |
| 1006010 | Graybar Electric Co | Poles for Decor on Main Street | 6,035.52 | |
| 1006060 | HD Supply Construction | New PD-Carpet Shield | 388.36 | |
| 1006010 | Holiday Inn | Lodging-IPSI Training | 554.40 | |
| 1006010 | Holiday Inn | Lodging-IPSI Training | 554.40 | |
| 1006040 | Holiday Inn | Lodging-IPSI Training | 554.40 | |
| 1006030 | Home Depot | #10 Stranded Wire | 30.17 | |
| 1006060 | Home Depot | 2-Cycle Oil, Gas Can | 47.79 | |
| 1006060 | Home Depot | 5/16 Tapcon | 15.75 | |
| 1006050 | Home Depot | Brine Hose for #10 | 17.00 | |
| 1006060 | Home Depot | Garbage Bags, Step Stool | 50.45 | |
| 1006060 | Home Depot | Garbage Cans, Liners, New PD | 69.47 | |
| 1006060 | Home Depot | Garbage Cans, New PD | 82.61 | |
| 1006060 | Home Depot | Laundry Soap for Shop | 26.97 | |
| 1006050 | Home Depot | Leaf Box Cargo Straps | 51.74 | |
| 1006060 | Home Depot | New PD-25', 50' Extension Cords | 22.44 | |
| 1006060 | Home Depot | New PD-Dehumifier, Hose, Air Mover | 363.98 | |
| 1006030 | Home Depot | Outlets, Conduit Connectors | 28.49 | |
| 1006060 | Home Depot | Paint Supplies, Booking Backdrop | 56.65 | |
| 1006060 | Home Depot | Towels, Brooms, Garbage Bags | 68.75 | |
| 1006020 | HR Green, INC. | 180055-General Consultation | 1,047.50 | |
| 1006020 | HR Green, INC. | 180055-General Consultation | 2,230.25 | |
| 1006030 | Illinois Secretary of State | CDL Renewal | 61.41 | |
| 1006030 | Illinois Secretary of State | CDL Renewal | 61.41 | |
| 1006060 | Imperial Service Systems | Monthly Cleaning Service | 1,886.00 | |
| 1006060 | Imperial Service Systems | Monthly Cleaning Service | 379.00 | |
| 1006060 | Imperial Service Systems | Monthly Cleaning Service | 2,900.00 | |
| 1006050 | Interstate Battery | Batteries for #17, #10 | 344.85 | |
| 1006030 | IPRF | Workers Compensation Insurance | 2,061.00 | |
| 1006050 | Jims Truck Inspections | Inspection #10 | 30.00 | |
| 1006050 | Jims Truck Inspections | Inspection #116 | 30.00 | |
| 1006050 | Jims Truck Inspections | Inspection #120 | 29.00 | |
| 1006050 | Jims Truck Inspections | Inspection #15 | 30.00 | |
| 1006050 | Jims Truck Inspections | Inspection #22 | 30.00 | |
| 1006050 | Jims Truck Inspections | Inspection #104 | 29.00 | |
| 1006050 | Jims Truck Inspections | Mainbreast Trailer Inspection | 48.50 | |
| 1006060 | Johnson Controls, IN | VH - Replaced Relay on Boiler | 830.90 | |
| 1006010 | Just Safety, LTD. | Restock Safety Supplies | 96.15 | |
| 1006030 | Juvingo, Ronald | Damaged Mailbox Reimbursement | 45.27 | |
| 1006050 | JX Enterprises, INC. | Axle Seal #01 | 83.27 | |
| 1006050 | JX Enterprises, INC. | Power Steering Reservoir #02 | 181.98 | |
| 1006030 | Kendall County Concrete | Sidewalk Replacement | 383.75 | |
| 1006050 | Kimball-Midwest | Hose, Glass & Floor Cleaner | 119.50 | |
| 1006050 | Kimball-Midwest | Hose, Glass & Floor Cleaner | 138.91 | |

**Village of Oswego
Bill List
January 15, 2019**

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|-------------------------|----------------------------|---|----------------|---------------------------|
| 1006030 | K-Tech Specialty Coatings | Beet Juice for Snow System | 6,398.52 | |
| 1006050 | MAC Tools | Grease Gun Kit | 129.99 | |
| 1006050 | MARS, INC | Alternator for #11 | 132.00 | |
| 1006050 | MARS, INC | Starter for #11 | 285.76 | |
| 1006050 | MARS, INC | Starter Rebuild #10 | 212.00 | |
| 1006050 | MARS, INC | Truck Starter #19 | 258.00 | |
| 1006010 | McDonald's, LLC. | Meal-IPSI Training | 4.56 | |
| 1006010 | McDonald's, LLC. | Meal-IPWAMAN Conference | 9.72 | |
| 1006030 | Meade Electric Company | Traffic Signal Locate | 143.60 | |
| 1006060 | Meijer, INC. | Foaming Soap Refills | 37.71 | |
| 1006060 | Menards, INC. | Cleaning Supplies, New PD | 47.27 | |
| 1006010 | Murphy USA | Fuel-IPSI Training | 22.49 | |
| 1006050 | Napa Auto Parts | Battery for Leaf Vac | 107.50 | |
| 1006050 | Napa Auto Parts | Power Steering Hose, Trailer Plug | 77.48 | |
| 1006050 | Napa Auto Parts | Power Steering Pump #122 | 161.31 | |
| 1006050 | Napa Auto Parts | Trans Fluid, Scan Tool Renewal | 650.00 | |
| 1006050 | Napa Auto Parts | Trans Fluid, Scan Tool Renewal | 14.76 | |
| 1006050 | ODB Company | Push Button for Leaf Vac #56 | 414.60 | |
| 1006060 | Office Depot | Centerpull Paper Towels | 67.74 | |
| 1006060 | Office Depot | Copy Paper, Pens, TP, Steno Pads, Hand Towels | 164.96 | |
| 1006060 | Office Depot | Paper Towels, TP, Trash Liners | 854.58 | |
| 1006060 | Office Depot | Pens, Markers, Folders, Calculator, Misc | 93.04 | |
| 1006060 | Office Depot | Pine-Sol | 29.85 | |
| 1006060 | O'Neill Glass & Mirror | VH - New Sliding Glass Windows | 4,365.92 | |
| 1006050 | O'Reilly Auto Parts | Light for Sterling #21 | 3.99 | |
| 1006050 | O'Reilly Auto Parts | Radiator Cap, Strap Kit for Driveshaft | 13.31 | |
| 1006060 | Orkin Pest Control | VH - Service Call | 55.00 | |
| 1006030 | Oswego Ace Hardware | Adhesive Remover | 6.75 | |
| 1006030 | Oswego Ace Hardware | Screws for Signs | 2.40 | |
| 1006040 | Oswego Ace Hardware | Wasp & Hornet Spray | 26.94 | |
| 1006050 | Patten Cat | Oil Pan for #11 | 809.25 | |
| 1006030 | Quick Signs | Brown Vinyl | 100.00 | |
| 1006050 | Rush Truck Center | Brake Chamber for #01 | 43.90 | |
| 1006050 | Rush Truck Center | Brake Chamber for #02 | 43.90 | |
| 1006050 | Rush Truck Center | Oil Filters for #10 | 65.65 | |
| 1006050 | Rush Truck Center | Oil Filters for #11 | 68.65 | |
| 1006040 | Russo's Power Equipment | Rakes for Leaf Collection | 240.80 | |
| 1006050 | Sauber Mfg. Co. | Inspection Truck 22 | 679.00 | |
| 1006060 | SJ Carlson Fire Protection | VH - Fire Sprinkler Test | 650.00 | |
| 1006050 | Standard Industrial | Large Inground Lift Repair | 1,132.67 | |
| 1006010 | Steak 'n Shake | Meal-IPSI Training | 10.18 | |
| 1006010 | Subway-Douglas | Meal-IPSI Training | 5.52 | |
| 1006010 | TGI Friday's | Meal-IPSI Training | 20.11 | |
| 1006040 | The Fields | Parkway Tree Planting | 47,370.00 | |
| 1006040 | The Garden Faire | Fall Planting, Downtown | 375.00 | |
| 1006010 | TK Grille | Meal-IPSI Training | 14.83 | |
| 1006010 | TK Grille | Meal-IPSI Training | 20.17 | |
| 1006040 | TK Grille | Meal-IPSI Training | 13.48 | |
| 1006040 | TK Grille | Meal-IPSI Training | 20.13 | |
| 1006030 | USA Blue Book | Anti-Foam for Anti-Ice | 230.51 | |
| 1006030 | Verizon Wireless | Cell Phones | 568.08 | |
| 1006030 | Verizon Wireless | Ipads & Data Devices | 164.04 | |
| 1006030 | Vydreon, Rich | Damaged Mailbox Replacement | 25.85 | |
| 1006060 | Wal-Mart Stores Inc | Black Poster Board | 7.82 | |
| 1006060 | Wal-Mart Stores Inc | Cleaning Supplies, Open House Items | 248.73 | |
| 1006060 | Wal-Mart Stores Inc | Foaming Soap Refills | 10.63 | |
| 1006060 | Wal-Mart Stores Inc | Misc Cleaning Supplies | 57.67 | |
| 1006010 | Windy City Lights | Holiday Lights | 193.33 | |

Public Works Total: 178,474.34
General Fund Total: 500,761.99

Water & Sewer Fund:

| | | | |
|---------|-----------------------------------|-------------------------------------|----------|
| 5006070 | Airgas North Central | Cylinder Lease, Nitrogen | 89.00 |
| 5006070 | Alarm Detection Systems | All Wells - Quarterly Alarm Service | 3,092.01 |
| 5009999 | Altenburg, Stephen | Refund Overpayment of Utility Bill | 84.09 |
| 5006070 | American Public Works Association | Training Class Registration | 85.00 |
| 5006070 | Andersen Plumbing/Heating | Backflow Testing | 647.70 |
| 5006070 | Aramark Corporation | Uniform Services | 39.66 |
| 5006070 | Aramark Corporation | Uniform Services | 40.36 |
| 5006070 | Aramark Corporation | Uniform Services | 41.81 |
| 5006070 | Aramark Corporation | Uniform Services | 40.11 |

**Village of Oswego
Bill List
January 15, 2019**

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|-------------------------|------------------------------------|---|----------------|---------------------------|
| 5006070 | Black Diamond Paving | Black Top Driveway Patch | 1,242.00 | |
| 5006070 | Comed | 1613 Rt. 34 Booster 2 | 221.93 | |
| 5006070 | Comed | Master Acct Lift Stations | 519.47 | |
| 5006070 | Dutek Hose Center | Hose Connections for #17 | 42.00 | |
| 5006070 | Engineering Enterprises | OS1502-Rate Study | 1,969.96 | |
| 5006070 | Feece Oil Co. | Fuel - Diesel | 790.09 | |
| 5006070 | Feece Oil Co. | Fuel - Diesel | 759.65 | |
| 5006070 | Feece Oil Co. | Fuel - Gas | 511.11 | |
| 5006070 | Fox Ridge Stone | CA6 Stone for Repair Digs | 336.61 | |
| 5006070 | Hawkins Water Treatment | Well 10 - Chlorine Water Treatment | 249.00 | |
| 5006070 | Hawkins Water Treatment | Well 10 - Polyphosphate Water Treatment | 688.09 | |
| 5006070 | Hawkins Water Treatment | Well 11 - Chlorine Water Treatment | 172.50 | |
| 5006070 | Hawkins Water Treatment | Well 11 - Polyphosphate Water Treatment | 638.94 | |
| 5006070 | Hawkins Water Treatment | Well 6 - Chlorine Water Treatment | 96.00 | |
| 5006070 | Hawkins Water Treatment | Well 6 - Polyphosphate Water Treatment | 294.89 | |
| 5006070 | Hawkins Water Treatment | Well 8 - Chlorine Water Treatment | 249.00 | |
| 5006070 | Hawkins Water Treatment | Well 8 - Polyphosphate Water Treatment | 914.17 | |
| 5006070 | IL Environmental Protection Agency | Drinking Water Project #27 | 36,430.24 | |
| 5006070 | IL Environmental Protection Agency | Drinking Water Project #27 | 6,920.10 | |
| 5006070 | Illini Power Product | Well #10 Emergency Generator Repair | 12,250.61 | |
| 5006070 | Illini Power Product | Well #10 Emergency Generator Repair | 2,199.55 | |
| 5006070 | Illinois Collection | Collection Services | 56.59 | |
| 5006070 | Imperial Service Systems | Monthly Cleaning Service | 379.00 | |
| 5006070 | Interstate Battery | Batteries for #17, #10 | 108.95 | |
| 5006070 | IPRF | Workers Compensation Insurance | 668.11 | |
| 5006070 | Kendall County Recorder | Release Lien-360 Chesterfield Ct | 49.00 | |
| 5009999 | Knoernschild, Karl | Refund Overpayment of Utility Bill | 30.65 | |
| 5006070 | Layne Christensen Co | Well #4 Repairs | 66,833.12 | |
| 5009999 | Lee, Bernard | Refund Overpayment of Utility Bill | 57.76 | |
| 5006070 | Metropolitan Industries | Stone Hill Lift Station Replacement | 5,576.00 | |
| 5006070 | Metropolitan Industries | Stone Hill Lift Station Replacement | 5,576.00 | |
| 5006070 | Napa Auto Parts | Air Filter, Backhoe #17 | 65.13 | |
| 5006070 | Oswego Ace Hardware | Batteries for Locators | 39.97 | |
| 5000000 | Record Information Systems | 2019 Public Record Database | 216.00 | |
| 5006070 | Record Information Systems | 2019 Public Record Database | 72.00 | |
| 5009999 | Red Point Investment | Refund Overpayment of Utility Bill | 117.06 | |
| 5009999 | Sherwin-Williams Co | Refund for Misbilled Utility Acct | 1,406.58 | |
| 5006070 | Suburban Laboratories | Bacteriological Water Samples | 594.00 | |
| 5006070 | Suburban Laboratories | Radium Water Samples | 1,320.00 | |
| 5006070 | Suburban Laboratories | UCMR4 EPA Required Sampling | 4,190.00 | |
| 5006070 | Third Millennium | Green Pay Server Fee: Oct-Dec | 10,084.95 | |
| 5006070 | Third Millennium | Past Due/Shut Off Utility Bills | 393.88 | |
| 5006070 | Third Millennium | Past Due/Shut Off Utility Bills | 0.50 | |
| 5006070 | Verizon Wireless | Cell Phones | 568.08 | |
| 5006070 | Verizon Wireless | Ipads & Data Devices | 45.42 | |
| 5006070 | Verizon Wireless | SCADA Data | 719.04 | |
| 5006070 | Water Products Company | Fire Hydrant Extension | 599.98 | |
| 5006070 | Water Products Company | Flange Gaskets | 8.00 | |
| 5006070 | Water Products Company | Repair Clamps | 164.00 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 3,643.37 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 5,995.94 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,663.51 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,663.51 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,663.51 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,663.51 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,663.51 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,663.51 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,663.51 | |
| 5006070 | Water Remediation Technology | Excess Gallon Charge | 2,264.83 | |
| 5006070 | Water Remediation Technology | Excess Gallon Charge | 1,055.86 | |
| 5006070 | Water Remediation Technology | Excess Gallon Charge | 455.37 | |
| 5006070 | Water Remediation Technology | Excess Gallon Charge | 276.48 | |
| 5006070 | Water Remediation Technology | Excess Gallon Charge | 1,471.49 | |
| 5006070 | Water Remediation Technology | Excess Gallon Credit | -2,429.42 | |
| 5006070 | Water Remediation Technology | Excess Gallon Credit | -3,559.92 | |
| 5006070 | Water Remediation Technology | Excess Gallon Credit | -2,132.50 | |
| 5006070 | Water Remediation Technology | Excess Gallon Credit | -849.05 | |
| 5006070 | Water Remediation Technology | Excess Gallon Credit | -2,695.75 | |
| 5006070 | Water Remediation Technology | Excess Gallon Credit | -3,643.38 | |
| 5006070 | Water Remediation Technology | Excess Gallon Credit | -2,329.34 | |
| 5006070 | Water Remediation Technology | Excess Gallon Credit | -663.51 | |
| 5006070 | Water Remediation Technology | Excess Gallon Credit | -1,926.96 | |

**Village of Oswego
Bill List
January 15, 2019**

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|-------------------------|------------------------------|----------------------|----------------|---------------------------|
| 5006070 | Water Remediation Technology | Excess Volume Charge | 2,714.70 | |
| 5006070 | Water Remediation Technology | Excess Volume Credit | -1,727.24 | |

Water & Sewer Fund: 195,497.45

Water & Sewer Capital Fund:

| | | | |
|---------|------------------------------------|-------------------------------------|------------|
| 5106070 | Ferguson Waterworks | New Construction Water Meters | 20,884.00 |
| 5106070 | Ferguson Waterworks | Water Meter Equipment | 175,258.46 |
| 5106070 | Ferguson Waterworks | Water Meter Equipment | 18,086.11 |
| 5106070 | Ferguson Waterworks | Water Meter Equipment | 3,507.00 |
| 5106070 | Ferguson Waterworks | Water Meter Equipment | 51,725.00 |
| 5106070 | Ferguson Waterworks | Water Meter Equipment | 43,610.00 |
| 5106070 | Harvey's Home Improvement | Booster Station 2 Door Installation | 950.00 |
| 5106070 | Quick ID Card | ID Cards for Meter Installers | 87.59 |
| 5106070 | Quick ID Card | ID Cards for Meter Installers | 22.15 |
| 5106070 | Water Services Company of Illinois | Water Meter Change Out Program | 50,907.75 |

Water & Sewer Capital Fund: 365,038.06

Capital Fund:

| | | | |
|---------|--------------------------|---|------------|
| 3003000 | Alfred Benesch & Company | Wolf's Crossing Phase 1 | 4,805.59 |
| 3003000 | Amazon.com | 10-6 Outlet Surge Protectors, Power Cord | 239.90 |
| 3003000 | Amazon.com | 15 DisplayPort to DVI Cable Adapters | 147.33 |
| 3003000 | Amazon.com | 2-10 Pks SFP Transceiver Module | 359.35 |
| 3003000 | Amazon.com | Ethernet Patch Cable, DisplayPort Cable | 104.46 |
| 3003000 | Amazon.com | Ethernet Patch Cables, LAN Network Cords | 1,023.16 |
| 3003000 | Amazon.com | Fiber Patch Cables | 244.78 |
| 3003000 | CDW Government, INC | Networking Cables | 22.83 |
| 3003000 | CDW Government, INC | New PD-Cables, Network Security-Cisco Cloud | 1,329.24 |
| 3003000 | CDW Government, INC | New PD-Cables, Surge Protectors | 2,788.71 |
| 3003000 | CDW Government, INC | Panduit Screw Kit | 53.44 |
| 3003000 | CDW Government, INC | Rack Mounting Equipment | 15.83 |
| 3003000 | ClientFirst Consulting | Project Oversight: Implementation | 4,229.40 |
| 3003000 | Dell EMC | 15 Docking Station Mounting Kits, Keyboards | 547.19 |
| 3003000 | Dell Marketing L.P. | 6 Keyboard Covers | 138.05 |
| 3003000 | Dell Marketing L.P. | Optical Mouse, Qty 10 | 193.25 |
| 3003000 | Gilbane Building Company | New PD-Building Services #27 | 487,889.70 |
| 3003000 | Henricksen & Co | 1st Floor Furniture for New PD | 243,930.64 |
| 3003000 | Henricksen & Co | 2nd Floor Furniture for New PD | 169,729.65 |
| 3003000 | Henricksen & Co | Astra Double Arm Desk Light | 781.25 |
| 3003000 | Henricksen & Co | Office Furniture for Records Dept. | 1,963.90 |
| 3003000 | Home Depot | Surge Protector, Cable Ties | 98.38 |
| 3003000 | Kasper & Nottage, PC | Lobbyist Services | 7,000.00 |
| 3003000 | Quantum Sign Corp | Fab/Install - Flat Aluminum Panel | 770.00 |
| 3003000 | Quantum Sign Corp | Fab/Install - Plaque/FCOs/Patch | 4,110.00 |
| 3003000 | Rubino Engineering, INC | New PD-Weld Inspection, Report Review | 1,149.00 |
| 3003000 | STR Building Resources | New PD - Roofing Consultants | 3,212.00 |
| 3003000 | Tyler Technologies, INC | ERP Implementation Phase 2 | 1,275.00 |
| 3003000 | Tyler Technologies, INC | ERP Implementation Phase 2 | 637.50 |
| 3003000 | Tyler Technologies, INC | ERP Implementation Phase 3 | 8,404.37 |

Capital Fund: 947,193.90

Garbage Fund:

| | | | |
|---------|-----------------------|------------------|------------|
| 5606010 | Groot Industries, INC | Garbage Services | 205,280.70 |
|---------|-----------------------|------------------|------------|

Garbage Fund: 205,280.70

Expendable Trust Fund:

| | | | |
|---------|----------------------------------|--------------------------------------|----------|
| 2302000 | Fastenal Co | 3/8 Cable for Xmas Decorations | 781.70 |
| 2302000 | Fastenal Co | Xmas Decorations, Hardware | 499.55 |
| 2302000 | Frost Electric Company | Install Helix Pole Bases-Xmas Walk | 1,980.00 |
| 2302000 | Frost Electric Company | Stand Poles on Helix Bases-Xmas Walk | 2,500.00 |
| 2302000 | Home Depot | Zip Ties, Garland & Bows | 61.53 |
| 2405010 | ID Networks | LiveScan Machine for OPD Lobby | 8,085.00 |
| 2302000 | Kate Backdrop | Larger Size, Backdrop Xmas Walk | 31.00 |
| 2302000 | Kate Backdrop | Photo Backdrop for Xmas Walk | 336.99 |
| 2302000 | OFEE | Breakfast with Santa Donation | 2,339.00 |
| 2302000 | Oswego Comm Unit School Dist 308 | OHS Parking Lot Rental-Xmas Walk | 125.00 |
| 2302000 | Oswego Jr Womens Club | Donation - Xmas Volunteer Supplies | 649.08 |
| 2302000 | Oswegoland Seniors Center | Flat Donation, Beats and Eats | 111.30 |
| 2302000 | Premier Mailing & Printing | Christmas Walk Printed Program | 2,040.00 |
| 2302000 | Quick Signs | 15 Christmas Walk Lawn Signs | 180.00 |
| 2302000 | Quick Signs | 7 Coroplast Christmas Walk Sign | 97.50 |
| 2302000 | Quick Signs | Christmas Walk Signage | 676.00 |

**Village of Oswego
Bill List
January 15, 2019**

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|---------------------------------|---------------------------------------|---------------------------------------|------------------------|----------------------------|
| 2302000 | Sturges, Jenette | Reimb for Hats, Bells for Xmas Walk | 56.92 | |
| 2302000 | Trolley Car & Bus Co | Extended Time - Christmas Walk | 130.00 | |
| 2302000 | Village Grind | Coffee/Bagels for Literary Fest | 145.70 | |
| | | | Expendable Trust Fund: | <u>20,826.27</u> |
| Subdivision Escrow Fund: | | | | |
| 9000000 | Baxter & Woodman Co | 181042.80 - 7-Eleven Plan Review | 4,438.63 | |
| 9000000 | Kendall County Recorder | Recording Documents | 218.00 | |
| 9000000 | Site Enhancement Services | Refund McDonald's Project #1032.18 | 500.00 | |
| 1009999 | Site Enhancement Services | Refund McDonald's Project #1032.18 | 100.00 | |
| 9000000 | Site Enhancement Services | Refund McDonald's Project #1033.18 | 500.00 | |
| 1009999 | Site Enhancement Services | Refund McDonald's Project #1033.18 | 100.00 | |
| 9000000 | Site Enhancement Services | Refund McDonald's Project #1034.18 | 500.00 | |
| 1009999 | Site Enhancement Services | Refund McDonald's Project #1034.18 | 100.00 | |
| | | | Sub Escrow Fund: | <u>6,456.63</u> |
| TIF Fund: | | | | |
| 2503500 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Expenses | 3,986.75 | |
| 2503500 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Expenses | 2,718.75 | |
| 2503500 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Expenses | 4,956.25 | |
| 2503500 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Expenses | 8,412.50 | |
| 2503500 | Kane, McKenna & Associates | 2015 Downtown TIF, Prof Services | 4,797.50 | |
| 2503500 | Kendall County Recorder | Recording Documents | 60.00 | |
| | | | TIF Fund: | <u>24,931.75</u> |
| Other General Fund: | | | | |
| 1009999 | Carson Chiropractic | Refund 2019 Business Registration Fee | 50.00 | |
| 1000000 | Trustmark | Voluntary Insurance | 131.42 | |
| 1000000 | Trustmark | Voluntary Insurance | 1,624.28 | |
| 1000000 | Trustmark | Voluntary Insurance | 488.26 | |
| 1000000 | Vision Service Plan | Policy Changes, Vision Insurance | 34.68 | |
| | | | Other General Fund: | <u>2,328.64</u> |
| | | | Grand Total: | <u><u>2,268,315.39</u></u> |

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: January 15, 2019

SUBJECT: New Traffic Signal at the Intersection of Galena Road and Concord Drive

ACTION REQUESTED:

Approve a Resolution Authorizing the Execution of an Intergovernmental Agreement Between Kendall County, Illinois, the Village of Montgomery, Illinois, and the Village of Oswego, Illinois, Relating to the Construction and Maintenance of a Traffic Signal at the Intersection of Galena Road and Concord Drive, Section 18-00145-00-TL

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

| Date of Action | Meeting Type | Action Taken |
|----------------|---------------|--|
| 2/12/01 | Village Board | Approved a Boundary Agreement with the Village of Montgomery |

DEPARTMENT: Public Works

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

FISCAL IMPACT:

\$102,500 from the Capital Improvement Fund

BACKGROUND:

The Boundary Agreement between the Villages of Oswego and Montgomery, dated March 26, 2001, requires the Village of Oswego to pay 50% of the cost of traffic signals along the shared boundary. This provision pertains to the intersection of Galena Road (the shared boundary) at Concord Drive.

Since Galena Road is a county highway, Kendall County has agreed to participate in the construction of a new traffic signal at this intersection.

DISCUSSION:

The agreement calls for the Villages of Oswego and Montgomery to each pay 25% of the construction cost with Kendall County paying for the remainder. Oswego and Montgomery will split the cost of engineering. Kendall County will assume future maintenance and electricity costs.

The estimated total project cost is \$355,000 with the Villages of Oswego and Montgomery shares being \$102,500 each while the Kendall County share is \$150,000.

The project is tentatively scheduled for a January 31, 2019 bid opening with award in February.

RECOMMENDATION:

Staff recommends approval of this agreement.

ATTACHMENTS:

1. 19-R-_ Authorizing IGA for Traffic Signal.docx
2. Exhibit A - Concord and Galena IGA – Final 12-14-18.docx
3. Attachments

x:\publicworks\capital\traffic signal galena at concord\jh011519.pbot_iga traffic signal.docx

EXHIBIT 1
ESTIMATED PROJECT COSTS AND COST SHARING

| | TOTAL COST | KENDALL COUNTY | VILLAGE OF OSWEGO | VILLAGE OF MONTGOMERY |
|-----------------------------------|-------------------|-----------------------|--------------------------|------------------------------|
| CONSTRUCTION | \$ 300,000 | \$ 150,000 | \$ 75,000 | \$ 75,000 |
| PRELIMINARY AND FINAL ENGINEERING | \$ 31,000 | \$ - | \$ 15,500 | \$ 15,500 |
| CONSTRUCTION ENGINEERING | \$ 24,000 | \$ - | \$ 12,000 | \$ 12,000 |
| | \$ 355,000 | \$ 150,000 | \$ 102,500 | \$ 102,500 |

FINAL COSTS WILL BE BASED ON ACTUAL COSTS

KYWAY\EEI_Storage\Docs\Public\MONTGOME\2017\MO1710-V Traffic Signal at Concord and Galena\IGA with Kendall and Oswego\[Exhibit 1 Est Project Costs and Cost Sharing.xlsx]Sheet1

**Galena Road (C.H. 10) at Concord Drive Traffic Signals
Cost Estimate
MO1710-V**

| PAY ITEM NO. | DESCRIPTION | UNIT | ABBREVIATION | SP | QUANTITY | UNIT PRICE | AMOUNT |
|------------------------------------|---|-------|-----------------------|----|----------|--------------|-------------------|
| 42400200 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | SQ FT | PC CONC SIDEWALK 5 | | 1,240.0 | \$ 8.00 | \$ 9,920.00 |
| 42400800 | DETECTABLE WARNINGS | SQ FT | DETECTABLE WARNINGS | | 94.0 | \$ 30.00 | \$ 2,820.00 |
| 44000600 | SIDEWALK REMOVAL | SQ FT | SIDEWALK REM | | 96.0 | \$ 3.00 | \$ 288.00 |
| 72400100 | REMOVE SIGN PANEL ASSEMBLY - TYPE A | EACH | REMOV SIN PAN ASSY TA | | 2.0 | \$ 200.00 | \$ 400.00 |
| 72400500 | RELOCATE SIGN PANEL ASSEMBLY - TYPE A | EACH | RELOC SIN PAN ASSY TA | | 1.0 | \$ 400.00 | \$ 400.00 |
| 78000100 | THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS | SQ FT | THPL PVT MK LTR & SYM | | 167.0 | \$ 4.50 | \$ 751.50 |
| 78000200 | THERMOPLASTIC PAVEMENT MARKING - LINE 4" | FOOT | THPL PVT MK LINE 4 | | 146.0 | \$ 1.50 | \$ 219.00 |
| 78000400 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | FOOT | THPL PVT MK LINE 6 | | 897.0 | \$ 2.00 | \$ 1,794.00 |
| 78000600 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | FOOT | THPL PVT MK LINE 12 | | 47.0 | \$ 4.00 | \$ 188.00 |
| 78000650 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | FOOT | THPL PVT MK LINE 24 | | 129.0 | \$ 8.00 | \$ 1,032.00 |
| 80500020 | SERVICE INSTALLATION - POLE MOUNTED | EACH | SERV INSTALL POLE MT | | 1.0 | \$ 2,500.00 | \$ 2,500.00 |
| 81028200 | UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA. | FOOT | UNDRGRD C GALVS 2 | | 19.0 | \$ 20.00 | \$ 380.00 |
| 81028220 | UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA. | FOOT | UNDRGRD C GALVS 3 | | 99.0 | \$ 30.00 | \$ 2,970.00 |
| 81028240 | UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA. | FOOT | UNDRGRD C GALVS 4 | | 434.0 | \$ 40.00 | \$ 17,360.00 |
| 81400100 | HANDHOLE | EACH | HANDHOLE | | 2.0 | \$ 1,600.00 | \$ 3,200.00 |
| 81400300 | DOUBLE HANDHOLE | EACH | DBL HANDHOLE | | 2.0 | \$ 3,200.00 | \$ 6,400.00 |
| 81702450 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 10 | FOOT | EC C XLP USE 3-1C 10 | | 600.0 | \$ 4.00 | \$ 2,400.00 |
| 85700200 | FULL-ACTUATED CONTROLLER AND TYPE IV CABINET | EACH | FAC T4 CAB | | 1.0 | \$ 35,000.00 | \$ 35,000.00 |
| 86200200 | UNINTERRUPTABLE POWER SUPPLY, STANDARD | EACH | UNINTER POWER SUP STD | | 1.0 | \$ 5,000.00 | \$ 5,000.00 |
| 87301215 | ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 2C | FOOT | ELCBL C SIGNAL 14 2C | | 2,486.0 | \$ 1.20 | \$ 2,983.20 |
| 87301225 | ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C | FOOT | ELCBL C SIGNAL 14 3C | | 1,866.0 | \$ 1.80 | \$ 3,358.80 |
| 87301245 | ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C | FOOT | ELCBL C SIGNAL 14 5C | | 940.0 | \$ 3.00 | \$ 2,820.00 |
| 87301255 | ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C | FOOT | ELCBL C SIGNAL 14 7C | | 1,741.0 | \$ 4.20 | \$ 7,312.20 |
| 87301295 | ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 20 3C | FOOT | ELCBL C SIGNAL 20 3C | | 340.0 | \$ 1.20 | \$ 408.00 |
| 87301805 | ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 2 C | FOOT | ELCBL C SERV 6 2C | | 36.0 | \$ 3.60 | \$ 129.60 |
| 87301900 | ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C | FOOT | ELCBL C EGRDC 6 1C | | 619.0 | \$ 1.80 | \$ 1,114.20 |
| 87502500 | TRAFFIC SIGNAL POST, GALVANIZED STEEL 16 FT. | EACH | TS POST GALVS 16 | | 2.0 | \$ 1,200.00 | \$ 2,400.00 |
| 87502520 | TRAFFIC SIGNAL POST, GALVANIZED STEEL 18 FT. | EACH | TS POST GALVS 18 | | 1.0 | \$ 1,500.00 | \$ 1,500.00 |
| 87700230 | STEEL MAST ARM ASSEMBLY AND POLE, 38 FT. | EACH | S MAA & P 38 | | 1.0 | \$ 10,000.00 | \$ 10,000.00 |
| 87700250 | STEEL MAST ARM ASSEMBLY AND POLE, 42 FT. | EACH | S MAA & P 42 | | 1.0 | \$ 11,500.00 | \$ 11,500.00 |
| 87702910 | STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 36 FT. | EACH | STL COMB MAA&P 36 | | 1.0 | \$ 12,000.00 | \$ 12,000.00 |
| 87702930 | STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 40 FT. | EACH | STL COMB MAA&P 40 | | 1.0 | \$ 13,000.00 | \$ 13,000.00 |
| 87800100 | CONCRETE FOUNDATION, TYPE A | FOOT | CONC FDN TY A | | 12.0 | \$ 200.00 | \$ 2,400.00 |
| 87800150 | CONCRETE FOUNDATION, TYPE C | FOOT | CONC FDN TY C | | 4.0 | \$ 600.00 | \$ 2,400.00 |
| 87800415 | CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER | FOOT | CONC FDN TY E 36D | | 48.0 | \$ 300.00 | \$ 14,400.00 |
| 88030020 | SIGNAL HEAD, LED, 1-FACE, 3-SECTION, MAST-ARM MOUNTED | EACH | SH LED 1F 3S MAM | | 5.0 | \$ 750.00 | \$ 3,750.00 |
| 88030100 | SIGNAL HEAD, LED, 1-FACE, 5-SECTION, BRACKET MOUNTED | EACH | SH LED 1F 5S BM | | 3.0 | \$ 750.00 | \$ 2,250.00 |
| 88030110 | SIGNAL HEAD, LED, 1-FACE, 5-SECTION, MAST-ARM MOUNTED | EACH | SH LED 1F 5S MAM | | 5.0 | \$ 1,100.00 | \$ 5,500.00 |
| 88040290 | SIGNAL HEAD, POLYCARBONATE, LED, 2-FACE, 5-SECTION, BRACKET MOUNTED | EACH | SH P LED 2F 5S BM | | 1.0 | \$ 1,900.00 | \$ 1,900.00 |
| 88102710 | PEDESTRIAN SIGNAL HEAD, LED, 1-FACE, BRACKET MOUNTED | EACH | PED SH LED 1F BM | | 8.0 | \$ 650.00 | \$ 5,200.00 |
| 88200210 | TRAFFIC SIGNAL BACKPLATE, LOUVERED, ALUMINUM | EACH | TS BACKPLATE LOU ALUM | | 10.0 | \$ 180.00 | \$ 1,800.00 |
| 88700200 | LIGHT DETECTOR | EACH | LIGHT DETECTOR | | 2.0 | \$ 1,200.00 | \$ 2,400.00 |
| 88700300 | LIGHT DETECTOR AMPLIFIER | EACH | LIGHT DETECTOR AMP | | 1.0 | \$ 3,000.00 | \$ 3,000.00 |
| 88800100 | PEDESTRIAN PUSH-BUTTON | EACH | PED PUSH-BUTTON | | 8.0 | \$ 400.00 | \$ 3,200.00 |
| X0325476 | RADAR VEHICLE DETECTION SYSTEM | EACH | RADAR VEH DETECT SYST | * | 1.0 | \$ 40,000.00 | \$ 40,000.00 |
| X0327036 | BIKE PATH REMOVAL | SQ YD | BIKE PATH REM | * | 8.0 | \$ 50.00 | \$ 400.00 |
| X0327698 | LED INTERNALLY ILLUMINATED STREET NAME SIGN | EACH | LED IN IL STNAME SIGN | * | 4.0 | \$ 5,000.00 | \$ 20,000.00 |
| X0327980 | PAVEMENT MARKING REMOVAL - WATER BLASTING | SQ FT | PAVMT MRKG REM WTR BL | | 169.0 | \$ 4.00 | \$ 676.00 |
| X1400251 | STEEL LUMINAIRE MAST ARM ASSEMBLY 15 FT. | EACH | STL LUM MAA 15 | * | 2.0 | \$ 1,500.00 | \$ 3,000.00 |
| | LUMINAIRE | EACH | | ^ | 4.0 | \$ 750.00 | \$ 3,000.00 |
| X7010216 | TRAFFIC CONTROL AND PROTECTION, (SPECIAL) | L SUM | TRAF CONT & PROT SPL | * | 1.0 | \$ 15,000.00 | \$ 15,000.00 |
| XX006425 | RESTORATION | SQ YD | RESTORATION | * | 112.0 | \$ 25.00 | \$ 2,800.00 |
| Z0033056 | OPTIMIZE TRAFFIC SIGNAL SYSTEM | EACH | OPTIM TRAF SIGNAL SYS | * | 1.0 | \$ 2,000.00 | \$ 2,000.00 |
| Z0004562 | COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT | FOOT | COMB C C&G REM & REPL | * | 72.0 | \$ 55.00 | \$ 3,960.00 |
| TOTAL CONSTRUCTION COSTS \$ | | | | | | | 300,584.50 |

**ATTACHMENT B - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

Traffic Signal at Concord Drive and Galena Road
Village of Montgomery

| WORK ITEM NO. | WORK ITEM | ENTITY: | ENGINEERING | | | | | | | SURVEYING | | | DRAFTING | | ADMIN. | WORK ITEM HOUR SUMM. | COST PER ITEM | |
|---|--|---------------|---------------------|------------------------|-----------------|----------------------------|---------------------------|------------------|--------|-----------------|-------------------------|--------------------|-------------|---------------------------|--------|----------------------|---------------|-----------|
| | | PROJECT ROLE: | PRINCIPAL IN CHARGE | SENIOR PROJECT MANAGER | PROJECT MANAGER | SENIOR PROJECT ENGINEER II | SENIOR PROJECT ENGINEER I | PROJECT ENGINEER | INTERN | PROJECT MANAGER | SURVEY TECH W/ ROBOTICS | PROJECT TECHNICIAN | CAD MANAGER | SENIOR PROJECT TECHNICIAN | ADMIN. | | | |
| | | HOURLY RATE: | \$196 | \$185 | \$168 | \$155 | \$145 | \$133 | \$82 | \$168 | \$196 | \$137 | \$145 | \$133 | \$80 | | | |
| PRELIMINARY ENGINEERING | | | | | | | | | | | | | | | | | | |
| | Preliminary Engineering - Capacity/Geometry Analysis & Revisions | | | | 3 | 11 | 24 | | | | | | | | | | 38 | \$ 5,689 |
| DESIGN (Preliminary) ENGINEERING | | | | | | | | | | | | | | | | | | |
| | Project Management and Administration | | | 2 | | 2 | | | | | | | | | 1.00 | | 5 | \$ 670 |
| | Topographical Survey | | | | | | | | 7 | 13 | | 17 | 7 | | | | 44 | \$ 7,120 |
| | Update Plans and Specifications | | | 8 | | 25 | 25 | 3 | | | | 5 | 17 | | | | 83 | \$ 11,526 |
| | Local Agency Coordination | | | 2 | | | | | | | | | | | | | 3 | \$ 376 |
| | Revisions | | | 2 | | 8 | | | | | | | | 16 | | | 26 | \$ 3,624 |
| | Bidding and Contracting | | | | | 12 | | | | | | | | | | 4 | 16 | \$ 2,060 |
| CONSTRUCTION ENGINEERING | | | | | | | | | | | | | | | | | | |
| | Project Management and Administration | | | 2 | | 4 | | | | | | | | | | | 6 | \$ 916 |
| | Project Meetings | | | 2 | | 4 | | | | | | | | | | | 6 | \$ 916 |
| | Construction Layout | | | | | | | | | 4 | | | | | | | 4 | \$ 784 |
| | Utility Coordination | | | | | 8 | | | | | | | | | | | 8 | \$ 1,160 |
| | Construction Observation | | | | | 80 | | | | | | | | | | | 80 | \$ 11,600 |
| | Final Documentation | | | 2 | | 8 | | | | | | | | | | 4 | 14 | \$ 1,816 |
| | As-Built Drawings | | | | | 8 | | | | | | | | 16 | | | 24 | \$ 3,288 |
| | Preliminary Engineering Subtotal: | | | - | - | 3 | 11 | 24 | - | - | - | - | - | - | - | - | 38 | \$ 5,689 |
| | Design (Preliminary) Engineering Subtotal: | | | - | - | 14 | - | 47 | 25 | 3 | 7 | 13 | - | 22 | 40 | 6 | 176 | \$ 25,376 |
| | Construction Engineering Subtotal: | | | - | - | 6 | - | 112 | - | - | - | 4 | - | 16 | 4 | 142 | \$ 20,490 | |
| | PROJECT TOTAL: | | | - | - | 23 | 11 | 183 | 25 | 3 | 7 | 17 | - | 22 | 56 | 10 | 356 | \$ 51,545 |

pH testing and CCDD

| DIRECT EXPENSES | |
|--------------------------|-----------------|
| Printing = | \$ 100 |
| Supplies & Misc. = | \$ 200 |
| Material Testing = | \$ 3,000 |
| DIRECT EXPENSES = | \$ 3,300 |

| LABOR SUMMARY | |
|-------------------------------|------------------|
| Engineering Expenses = | \$ 35,639 |
| Surveying Expenses = | \$ 4,508 |
| Drafting Expenses = | \$ 10,638 |
| Administrative Expenses = | \$ 760 |
| TOTAL LABOR EXPENSES = | \$ 51,545 |

TOTAL EXPENSES = \$ 54,845

\\ALXVW022\Source\Doc\Tables\EST\2017\011014 Traffic Signal at Concord and Galena\PSA\Estimate.B - Fee Estimate.rpt.dwg (w Summary)

RESOLUTION NO. 19 - R - ____

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS, THE VILLAGE OF MONTGOMERY, ILLINOIS, AND THE VILLAGE OF OSWEGO, ILLINOIS, RELATING TO THE CONSTRUCTION AND MAINTENANCE OF A TRAFFIC SIGNAL AT THE INTERSECTION OF GALENA ROAD AND CONCORD DRIVE, SECTION 18-00145-00-TL

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 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. SUPPORT FOR AGREEMENT

The Village President and Village Board of Trustees hereby authorize and direct the Village Administrator to execute on behalf of the Village of Oswego an intergovernmental agreement with Kendall County, Illinois, and the Village of Montgomery, Illinois, for the construction and maintenance of a traffic signal at the intersection of Galena Road and Concord Drive in the form attached as “Exhibit A”.

SECTION 3. REPEALER

All resolutions or ordinances or parts of resolutions or ordinances 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 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 _____ 2019.

| | | | |
|----------------------|-------|----------------|-------|
| 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 _____, 2019.

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:

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS, THE VILLAGE OF MONTGOMERY, ILLINOIS, AND THE VILLAGE OF OSWEGO, ILLINOIS, RELATING TO THE CONSTRUCTION AND MAINTENANCE OF A TRAFFIC SIGNAL AT THE INTERSECTION OF GALENA ROAD AND CONCORD DRIVE, SECTION 18-00145-00-TL

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the ___ day of _____ 2019, approved by the Village President on the ___ day of _____ 2019.

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 _____ 2019.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS, THE VILLAGE OF MONTGOMERY, ILLINOIS, AND THE VILLAGE OF OSWEGO, ILLINOIS, RELATING TO THE CONSTRUCTION AND MAINTENANCE OF A TRAFFIC SIGNAL AT THE INTERSECTION OF GALENA ROAD AND CONCORD DRIVE, SECTION 18-00145-00-TL

THIS INTERGOVERNMENTAL AGREEMENT (the “*Agreement*”) is by and between the County of Kendall (“*Kendall County*”), a unit of local government of the State of Illinois, the Village of Montgomery (“*Montgomery*”), a municipal corporation of the State of Illinois, and the Village of Oswego (“*Oswego*”), a municipal corporation of the State of Illinois, hereinafter as each may be individually referred to as “*Party*” and collectively as “*Parties*.”

WITNESSETH:

WHEREAS, Kendall County, Montgomery, and Oswego (the “*Parties*”) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

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

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, it is deemed to be in the best interest of Kendall County and the motoring public to improve and maintain the various roadways throughout Kendall County, including those within the municipalities of Kendall County; and

WHEREAS, Galena Road near its intersection with Concord Drive is under the jurisdiction of Kendall County; and

WHEREAS, Galena Road comprises a portion of the corporate boundary between Montgomery and Oswego; and

WHEREAS, north of its intersection with Galena Road, Concord Drive is under the jurisdiction of Montgomery; south of its intersection with Galena Road, Concord Drive is under the jurisdiction of Oswego; and

WHEREAS, nothing in this Agreement is intended to alter the current roadway jurisdictions in effect; and

WHEREAS, the Parties have determined pursuant to traffic study conducted in accordance with the Illinois Manual on Uniform Traffic Control Devices (“ILMUTCD”) that a traffic signal meets warrants and therefore should be installed, Section 18-00145-00-TL, Traffic Signal Installation (the “*Project*”) at the intersection of Galena Road and Concord Drive (the “*Subject Intersection*”) for the benefit of all Parties and that all three Parties should contribute to the funding of the Project; and

WHEREAS, following completion of the Project, Montgomery shall be responsible for the energy used to operate the traffic signal and the energy used for the associated street lighting installed as part of the Project, and Kendall County shall be responsible for the maintenance of the traffic signal and the maintenance of the associated street lighting; and

WHEREAS, Kendall County, Montgomery, and Oswego wish to enter into an agreement wherein they will cooperate in the Project as is herein laid out; and

WHEREAS, it has been determined that the Subject Intersection will be enhanced by the planned Project and thus serve the general motoring public.

NOW, THEREFORE, in consideration of the foregoing preambles, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the Parties hereto, Kendall County, Montgomery, and Oswego covenant, agree and bind themselves as follows, to wit:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
2. It is understood by the Parties that Montgomery shall be the lead agency on the Project and is to perform all related project bidding, awarding, engineering, inspection, construction, documentation, and initial payments for the Project taking place at the Subject Intersection, with said initial payments being subject to reimbursement by Kendall County and Oswego in the manner set forth herein.
3. Montgomery agrees to contract with an engineering firm to undertake preliminary engineering for the Project. Upon completion of the preliminary engineering and approval by Kendall County and Montgomery, Montgomery shall direct the engineering firm to proceed with preparing the Project for letting. The costs of preliminary and construction engineering will be paid equally by Montgomery and Oswego. The Parties shall review plans and specifications within fifteen (15) calendar days of receipt thereof. If Montgomery does not receive comments or objections from Kendall County within this time period, the lack of response shall be

deemed approval of the plans and specifications. In the event of disapproval, the objecting Party shall detail in writing its objections to the proposed plans and specifications.

4. Montgomery shall, upon the concurrence of Kendall County and Oswego, select and contract with all contractors and subcontractors necessary to complete the construction of the Project. Montgomery shall comply with all competitive bidding and contract requirements according to applicable state and federal law.
5. Montgomery shall be solely responsible for supervising the construction and completion of the Project and of all contractors and subcontractors retained by it to assist in the construction and completion of the Project at no cost to Kendall County.
6. During the course of construction of the Project, Montgomery shall use reasonable means to ensure that each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County, Montgomery, and Oswego as additional insured on a primary and non-contributory basis with respect to general liability, business auto liability, and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers compensation in favor of Kendall County, Montgomery, and Oswego.
7. Kendall County shall reimburse Montgomery fifty percent (50%) of the construction costs of the Project. Kendall County shall not provide reimbursement for any preliminary or construction engineering costs; said engineering costs shall be at Montgomery's and Oswego's sole expense.

8. Oswego shall reimburse Montgomery twenty-five percent (25%) of the construction costs of the Project. Oswego shall provide fifty percent (50%) reimbursement for any preliminary or construction engineering cost to Montgomery.
9. Montgomery agrees that prior to Kendall County and Oswego disbursing the reimbursements as described in paragraphs 7 and 8 above, Montgomery must submit final project costs, along with a written request for reimbursement to the Kendall County Engineer and the Oswego Public Works Director, or their designees. Following completion of the Project and receipt of the proper documentation, Kendall County and Oswego shall remit payment for the reimbursements to Montgomery within sixty (60) calendar days of the written request for funds.
10. It is further understood by the Parties that following Project completion, Montgomery will pay all electrical supply costs for the operation of the traffic signal and associated street lighting installed as part of the Project at Montgomery's sole expense.
11. It is further understood by the Parties that upon the Project completion, Kendall County will own the completed traffic signal and shall be responsible for performing, or contracting for the performing of, all maintenance of the traffic signal and associated street lighting installed as part of the Project at Kendall County's sole expense. Said maintenance responsibilities shall extend only to the traffic signal and street lighting installed as part of the Project and shall be performed in accordance with the guidelines of the Manual on Uniform Traffic Control Devices. Signal maintenance shall include all aspects of installation, repair, replacement, timing, and operation of traffic signals, including signal loops, signal supports or base. Lighting maintenance shall include all aspects of installation, repair, replacement, and operation of roadway lighting.

12. The Parties hereby understand and agree that this Intergovernmental Agreement shall not require, nor confer, any additional responsibility on any of the Parties to undertake maintenance, repairs, or improvements to the Subject Intersection, except as are already provided by law, separate Intergovernmental Agreement, or otherwise specifically described in this Agreement. Nothing in this Agreement shall be deemed to change the jurisdiction of the Parties over their respective roadways or the ongoing jurisdictional duties and maintenance for those roadways.
13. To the extent permitted by law, each Party shall indemnify, hold harmless, and defend with counsel of the other Parties' own choosing, the other Parties, their past, present and future elected officials, department heads, employees, insurers, and agents from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement (collectively, the "*Claims*"), but only to the extent such Claims result from the performance of this Agreement by the indemnifying Party or those Claims are due to any act or omission, neglect, willful acts, errors, omissions, or misconduct of the indemnifying Party in its performance under this Agreement.
14. Nothing contained herein shall be construed as prohibiting Kendall County, Montgomery, or Oswego, their elected officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Kendall County, Montgomery, and/or Oswego's participation in their own defense shall not remove the other Party's and/or

Contractors and Subcontractors' duty to indemnify, defend, and hold the other Parties harmless, as set forth herein. Kendall County, Montgomery, and Oswego do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or other such Acts by reason of indemnification or insurance.

15. Nothing in this Agreement shall be interpreted to alter the Parties' jurisdiction over the Subject Intersection.
16. This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.
17. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the County: County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, Illinois 60560

With copy to: Kendall County State's Attorney
807 John Street,
Yorkville, Illinois, 60560

If to Montgomery: Village Engineer
200 N. River Street
Montgomery, Illinois 60542

With copy to: Village Attorney
140 S. Municipal Drive
Sugar Grove, IL 60554

If to Oswego: Village Administrator Dan DiSanto
100 Parkers Mill
Oswego, IL 60543

With copy to: Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, IL 60435

Or such address or counsel as any Party hereto shall specify in writing pursuant to this Section from time to time.

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

19. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

20. This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the Parties about the subject Project and may not be further modified except in writing acknowledged by all Parties.
21. Nothing contained in this Agreement, nor any act of Kendall County, Montgomery, or Oswego pursuant to this Agreement, shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County, Montgomery, and/or Oswego.
22. This Agreement shall be in full force and effect for a period of ninety-nine (99) years from the date of the last signature below unless it is agreed to terminate this Agreement in writing signed by all Parties.
23. This Agreement shall be effective upon approval by the respective legislative bodies of Kendall County, Montgomery, and Oswego, and the date of this Agreement shall be deemed as the last date of acceptance of this as provided herein below.
24. Kendall County, Montgomery, and Oswego each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Contemporaneous with the execution hereof, each Party hereto shall furnish to the other Parties a certified copy of the Resolution or Ordinances of the corporate authority of that Party authorizing and directing execution of this Agreement.

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

County of Kendall, a unit of local government
of the State of Illinois

Village of Montgomery, of the State of
Illinois, a municipal corporation

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk

Village Clerk

Village of Oswego, of the State of
Illinois, a municipal corporation

By: _____
Mayor

Date: _____

Attest:

Village Clerk

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: January 15, 2019
SUBJECT: SSA for The Reserve at Hudson Crossing

ACTION REQUESTED:

Ordinance Proposing the Establishment of Village of Oswego Special Service Area SS200 Hudson Crossing 19 SSA 01 and Providing for a Public Hearing and other Procedures (First Read of Ordinance, Waiver of Second Read)

BOARD/COMMISSION REVIEW:

NA

ACTION PREVIOUSLY TAKEN:

| Date of Action | Meeting Type | Action Taken |
|----------------|-----------------------|---|
| 11/29/2016 | Village Board meeting | Approved a Purchase and Sale Agreement for the former Alexander Lumber Yard by Ordinance #16-71 |
| 3/21/2017 | Village Board meeting | Approved a Purchase and Sale Agreement with Shodeen Group, LLC regarding former Alexander Lumber Yard by Ordinance #17-13 |
| 12/17/17 | Village Board meeting | Approved Ordinance #17-88 approving a preliminary PUD and subdivision plat |
| 7/17/18 | Village Board meeting | Approved Ordinance #18-56 approving a Major Change to the preliminary PUD and subdivision plat |
| 12/4/2018 | Village Board Meeting | Approved Ordinance #17-88 approving the Final PUD and Subdivision Plat |

DEPARTMENT: Community Development

SUBMITTED BY: Rod Zenner, Community Development Director

FISCAL IMPACT: Per the Redevelopment Agreement

BACKGROUND:

In 2015, the Village updated and revised its Comprehensive Plan. The focus of the plan was to provide a guide for the development of the Village’s planning area, but it also specifically identified eight key catalytic projects for the downtown area. One of these projects is the buildout of the downtown riverfront. The subject property is the first redevelopment proposal

for the riverfront under the new Comprehensive Plan. The proposal is consistent with the Plan's recommendation of a mixed use developments with street level commercial and residential uses above.

DISCUSSION:

In December 2017, the Village of Oswego entered into a redevelopment agreement to allow for the development of the Reserve at Hudson Crossing. As part of the agreement, the Village would authorize the issuance of \$16,000,000 in bonds to facilitate the development project. The bond funds would cover, but are not limited to property acquisition, public parking facilities, design services, administration, utility infrastructure, streetscape and landscaping improvements, and related improvements.

To ensure that there would be sufficient funds to retire the bonds, the development agreement identifies the establishment of an SSA to cover any difference between the bond payments and the real property taxes that would be collected against the subject property. The SSA may also pay any premiums necessary to maintain insurance or bonding for the development or maintenance obligations associated with the project.

The first step in establishing an SSA is to adopt an ordinance proposing the establishment of an SSA. A public hearing will then be scheduled for the April 9th Village Board meeting to establish the SSA.

RECOMMENDATION:

Staff is recommending the First Read of Ordinance Proposing the Establishment of Village of Oswego Special Service Area SS200 Hudson Crossing 19 SSA 01 and Providing for a Public Hearing and other Procedures (First Read of Ordinance, Waiver of Second Read) .

ATTACHMENTS:

- Ordinance
- Exhibit B

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

ORDINANCE NO. 2019-

**AN ORDINANCE PROPOSING THE ESTABLISHMENT
OF VILLAGE OF OSWEGO SPECIAL SERVICE AREA SS200 HUDSON
CROSSING 19 SSA 01 AND PROVIDING FOR A PUBLIC
HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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

This ___ Day of _____, 2019

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

Published in pamphlet form by authority of the President and Board of
Trustees of the Village of Oswego on _____, 2019.

ORDINANCE NO. 2019-

**AN ORDINANCE PROPOSING THE ESTABLISHMENT
OF VILLAGE OF OSWEGO SPECIAL SERVICE AREA SS200 HUDSON
CROSSING 19 SSA 01 AND PROVIDING FOR A PUBLIC
HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, in exercise of its home rule powers, as follows:

Section 1. AUTHORITY. The Village of Oswego, an Illinois home rule municipal corporation (the “*Village*”), is authorized by Article VII, Section 6(l) of the Constitution of the State of Illinois and Illinois’ Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*) to levy and impose taxes for the provision of special services to areas within the Village’s boundaries.

Section 2. FINDINGS. The President and Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, find and determine as follows:

- a. On or about December 11, 2017, the Village entered into a redevelopment agreement (the “*Agreement*”) with Reserve at Hudson Crossing, L.L.C. (“*Hudson*”), under which Hudson agreed to redevelop the property commonly known as 13-15, 19, 27, and 59 S. Adams Street, legally described in **Exhibit A** and depicted in **Exhibit B** (“*Subject Territory*”), with a mixed use development including a public parking garage (“*Development*”), subject to certain conditions; and
- b. The Agreement authorizes the Village to issue certain general obligation bonds in the principal amount of \$16,000,000 (the “*Bonds*”) to finance improvements benefitting the Subject Territory, including, without limitation, property acquisition, public parking facilities, design services, administration, utility infrastructure, streetscape improvements, landscaping, and related improvements, equipment, and material necessary for the construction and maintenance thereof (collectively, the “*Improvements*”); and
- c. The Village and Hudson agreed to create a special service area to ensure that sufficient revenue would exist to: 1) timely retire the Bonds, to the extent the Village determines that the Bonds cannot be timely retired by real property taxes otherwise levied against the Subject Territory; 2) pay any premiums necessary to maintain insurance or bonding for the Development; and 3) fund any non-

recurring maintenance obligations associated with Subject Territory or the Development, all as set forth in the Agreement (collectively, the “*Services*”); and

- d. Pursuant to the Agreement, the Village and Hudson propose to establish a special service area for the Subject Territory (the “*Proposed Special Service Area*”) to ensure the Improvements can be timely constructed and to ensure that the Services can be provided; and
- e. It is in the public interest that Village President and Board of Trustees consider the creation of the Proposed Special Service Area; and
- f. The Subject Territory is a “contiguous area,” as that term is defined by the Special Service Area Tax Law (35 ILCS 200/27-5), and is generally located in the area bounded generally by Washington Street on the south, Adams Street on the east, Harrison Street on the west (as extended north), and Waubonsie Creek on the north; and
- g. The Proposed Special Service Area will benefit specially from the Services and Improvements, which differ from and are in addition to municipal services generally provided to the Village of Oswego as a whole and, therefore, it is in the best interests of the Village of Oswego that the levy or imposition of special taxes against the Proposed Special Service Area be considered; and
- h. The creation of a special service area has not been proposed in the Subject Territory during the two years preceding the adoption of this Ordinance.

Section 3. SPECIAL SERVICE AREA PROPOSED. In response to the expressed interest of the Village and Hudson, the Village President and Board of Trustees hereby propose the establishment of Village of Oswego Special Service Area SS200 Hudson Crossing 19 SSA 01 for the construction and completion of the Improvements and the provision of the Services to serve the Subject Territory.

Section 4. PUBLIC HEARING. A public hearing shall be held on the April 9, 2019 at 7:00 p.m., at Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois 60543, to consider creating Village of Oswego Special Service Area SS200 Hudson Crossing 19 SSA 01, in the Subject Territory. At the hearing, all interested persons affected by the formation of the Proposed Special Service Area will be given an opportunity to be heard.

Section 5. TAX RATE. At the hearing, the Village will consider the levy of an annual special tax sufficient to generate revenues needed to provide the Services and allow for the construction of the Improvements, which revenues shall not exceed the Maximum Levy, as that term is defined herein. Such special tax shall be levied at a rate that provides a rational relationship between the amount of the tax levied against each parcel comprising the Subject Territory and the special service benefit rendered. For purposes herein, the Maximum Levy as of any given year the Proposed Special Service Area is in existence shall not exceed an amount equal to ten (\$10.00) dollars per one hundred (\$100.00) dollars of equalized assessed valued for each lot located in the Subject Territory. The special municipal services to be provided to the Proposed Special Service Area include: property acquisition, public parking facilities, design services, administration, utility infrastructure, streetscape improvements, landscaping, and related improvements, equipment, and material necessary for the construction and maintenance thereof, timely retirement of the Bonds, to the extent the Village determines that the Bonds cannot be timely retired by real property taxes otherwise levied against the Subject Territory, timely payment of any premiums necessary to maintain insurance or bonding for the Development, and funding any non-recurring maintenance obligations associated with Subject Territory or the Development. The Bonds, if issued, shall be retired over a period not to exceed twenty (20) years from the date of their issuance, shall bear interest at a rate not to exceed seven (7%) percent per annum, and may be prepaid in whole or in part prior to maturity. This tax shall be levied for a period of 22 years commencing during and in the years subsequent to the date of this Ordinance.

Notwithstanding the foregoing, taxes shall not be levied hereunder and said special service area shall be dormant, and shall take effect only after the Village Administrator determines, in his sole discretion, that the Services cannot be timely provided or the Improvements cannot be timely constructed in accordance with

Agreement, the terms of the Bonds, or other applicable state or local ordinances, laws, rules, or regulations, as amended (“*Implementation Date*”). On and after the Implementation Date, said special tax shall be levied upon all taxable property within the Subject Territory at a rate that provides a rational relationship between the amount of the tax levied against each parcel in the Subject Territory and the special services rendered. Said tax shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*).

Section 6. NOTICE OF HEARING. Notice of hearing shall be published at least once not less than fifteen (15) days prior to the public hearing in one or more newspapers in general circulation in the Village of Oswego. In addition, notice by mailing shall be given by depositing said notice in the U.S. mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Subject Territory. Said Notice shall be mailed not less than ten (10) days prior to the time set for the public hearing. In the event taxes for the last preceding year were not paid, then notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property. The notice shall be in substantially the form set forth on **Exhibit C**.

Section 7. EFFECTIVE DATE. The Village’s Corporate Authorities may adopt an Ordinance establishing the Village of Oswego Special Service Area SS200 Hudson Crossing 19 SSA 01 and authorizing the proposed tax levy at any time following the close of the public hearing, including at the same meeting at which the public hearing is held, in accordance with applicable law.

Section 8. PUBLICATION. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Section 9. SUPERSEDE CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, this ____ day of _____, 2019.

| | | | |
|----------------------|-------|----------------|-------|
| 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 _____, 2019.

GAIL E. JOHNSON, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

EXHIBIT A

**LEGAL DESCRIPTION FOR SPECIAL SERVICE AREA
SS200 HUDSON CROSSING 19 SSA 01**

Parcel 1:

LOTS 1, 4, 5 AND 8 IN BLOCK 4 IN THE ORIGINAL VILLAGE OF OSWEGO, TOGETHER WITH ALL OF THE VACATED ALLEY LYING BETWEEN LOTS 4 AND 5 IN SAID BLOCK 4 AND THE SOUTHEASTERLY HALF OF THE VACATED ALLEY LYING AND ADJOINING THE FOREGOING DESCRIBED PROPERTY, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT 1 AND PART OF THE VACATED ALLEY ADJACENT TO AND NORTHWESTERLY OF LOT 1 IN BLOCK 4 OF THE ORIGINAL TOWN OF OSWEGO DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 57 DEGREES 42 MINUTES 51 SECONDS WEST ON THE NORTHEAST LINE OF SAID LOT AND ON THE NORTHWEST EXTENSION THEREOF, 140.33 FEET TO THE CENTERLINE OF SAID VACATED ALLEY; THENCE SOUTH 32 DEGREES 07 MINUTES 19 SECONDS WEST ON SAID CENTERLINE 10.00 FEET; THENCE SOUTH 59 DEGREES 45 MINUTES 18 SECONDS EAST 140.40 FEET TO THE SOUTHEAST LINE OF SAID LOT 1; THENCE NORTH 32 DEGREES 12 MINUTES 02 SECONDS EAST OF SAID SOUTHEAST LINE 5.00 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

Address: 13-15 Adams Street, Oswego, Illinois
19 Adams Street, Oswego, Illinois
27 Adams Street, Oswego, Illinois

P.I.N.: 03-17-303-008
03-17-303-004
03-17-303-003

Parcel 2:

LOT 2, 3, 6, 7 AND THAT PART OF THE VACATED ALLEY LYING BETWEEN LOTS 3 AND 6 AND ALSO THE WESTERLY ONE HALF OF THE VACATED ALLEY LYING SOUTHEASTERLY AND ADJOINING SAID LOTS 2, 3, 6, AND 7, ALL IN BLOCK 4 OF THE ORIGINAL TOWN OF OSWEGO, EXCEPTING THEREFROM THOSE PARTS OF LOT 2 IN BLOCK 4 AND THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 2 IN THE ORIGINAL TOWN OF OSWEGO, LYING NORTH OF A LINE THAT BEGINS AT A POINT ON THE WEST LINE OF SAID LOT THAT IS 38 34 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND TERMINATES AT A POINT ON THE CENTER LINE OF SAID VACATED ALLEY THAT IS 23 64 FEET SOUTH OF THE NORTH LINE, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

Parcel 3:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 AND THAT PART OF THE VACATED ALLEY LYING WEST OF ADAMS STREET AND EAST OF HARRISON STREET AND THAT PART OF THE VACATED ALLEY LYING SOUTH OF JACKSON STREET AND NORTH OF WASHINGTON STREET, ALL IN BLOCK 5 OF THE ORIGINAL TOWN OF OSWEGO, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS OF LAND, DESCRIBED AS FOLLOWS:

Tract 1: A PART OF LOT 7 BLOCK 5 IN THE ORIGINAL TOWN OF OSWEGO, AS RECORDED IN BOOK "A". PAGE 285, IN KENDALL COUNTY RECORDER OF DEEDS OFFICE, LOCATED IN SECTION 17, TOWNSHIP 37 NORTH RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN COUNTY OF KENDALL, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS, AND BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED NORTH: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 14 DEGREES 19 MINUTES 03 SECONDS EAST 40.13 FEET ALONG THE WESTERLY LINE OF SAID LOT 7; THENCE SOUTH 76 DEGREES 28 MINUTES 43 SECONDS EAST 98.13 FEET; THENCE SOUTH 70 DEGREES 55 MINUTES 12 SECONDS EAST 33.89 FEET TO THE EASTERLY LINE OF SAID LOT 7; THENCE SOUTH 14 DEGREES 20 MINUTES 10 SECONDS WEST 37.83 FEET ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 76 DEGREES 08 MINUTES 27 SECONDS WEST 131.89 FEET TO THE POINT OF BEGINNING.

Tract 2: A PART OF LOT 8, BLOCK 5 IN THE ORIGINAL TOWN OF OSWEGO, AS RECORDED IN BOOK "A". PAGE 285 IN KENDALL COUNTY, RECORDER OF DEEDS OFFICE, LOCATED IN SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN COUNTY OF KENDALL, STATE OF ILINOIS, DESCRIBED AS FOLLOWS, AND BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED NORTH: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8 THENCE NORTH 14 DEGREES 20 MINUTES 10 SECONDS EAST 36.12 FEET ALONG THE WESTERLY LINE OF SAID LOT 8; THENCE SOUTH 70 DEGREES 65 MINUTES 12 SECONDS EAST 132.35 FEET TO THE EASTERLY LINE OF SAID LOT 8; THENCE SOUTH 14 DEGREES 21 MINUTES 17 SECONDS WEST 24.08 FEET ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 78 DEGREES 07 MINUTES 27 SECONDS WEST 131.89 FEET TO THE POINT OF BEGINNING.

Address: 59 S. Adams Street, Oswego, Illinois

P.I.N.: 03-17-303-007
03-17-304-001
03-17-304-002

Parcel 4:

A PART OF LOTS 7 AND 8 AND A PART OF THE NORTHERLY-SOUTHERLY VACATED ALLEY, BLOCK 5, IN THE ORIGINAL TOWN OF OSWEGO, AS RECORDED IN BOOK "A", PAGE 285, IN THE KENDALL COUNTY RECORDER OF DEEDS OFFICE, LOCATED IN SECTION 17, TOWNSHIP 37, NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF KENDALL, STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7, THENCE NORTH 32 DEGREES 16 MINUTES 35 SECONDS EAST 40.13 FEET ALONG THE WESTERLY LINE OF SAID LOT 7 TO THE POINT OF BEGINNING; THENCE SOUTH 58 DEGREES 31 MINUTES 46 SECONDS EAST 98.14 FEET ALONG THE NORTHERLY EXISTING RIGHT-OF-WAY LINE FOR F.A.P. 29 (U.S. 34); THENCE SOUTH 52 DEGREES 58 MINUTES 14 SECONDS EAST 182.79 FEET ALONG SAID NORTHERLY LINE TO THE EASTERLY LINE OF SAID LOT 8; THENCE SOUTH 32 DEGREES 19 MINUTES 18 SECONDS WEST 6.50 FEET ALONG SAID EASTERLY LINE; THENCE NORTH 58 DEGREES 04 MINUTES 58 SECONDS WEST 92.04 FEET; THENCE NORTHWESTERLY 152.38 FEET ALONG A CURVE TO THE LEFT, WHOSE CHORD BEARS NORTH 59 DEGREES 56 MINUTES 53 SECONDS WEST 152.35 FEET, HAVING A RADIUS OF 2,340.33 FEET; THENCE NORTH 40 DEGREES 07 MINUTES 17 SECONDS WEST 25.38 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 27 SECONDS EAST 22.44 FEET TO THE POINT OF BEGINNING, CONTAINING 4,996 SQUARE FEET, MORE OR LESS, ALL SITUATED IN KENDALL COUNTY, STATE OF ILLINOIS.

P.I.N.: 03-17-304-003

EXHIBIT B

MAP OF SPECIAL SERVICE AREA SS200 HUDSON CROSSING 19 SSA 01

[Attached]

EXHIBIT C

**NOTICE OF HEARING
VILLAGE OF OSWEGO
SPECIAL SERVICE AREA SS200 HUDSON CROSSING 19 SSA 01**

NOTICE IS HEREBY GIVEN that on April 9, 2019, at 7 p.m. in Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Oswego to consider forming a special service area consisting of the properties commonly known as 13-15, 19, 27, and 59 S. Adams Street, which territory is legally described as follows:

Parcel 1:

LOTS 1, 4, 5 AND 8 IN BLOCK 4 IN THE ORIGINAL VILLAGE OF OSWEGO, TOGETHER WITH ALL OF THE VACATED ALLEY LYING BETWEEN LOTS 4 AND 5 IN SAID BLOCK 4 AND THE SOUTHEASTERLY HALF OF THE VACATED ALLEY LYING AND ADJOINING THE FOREGOING DESCRIBED PROPERTY, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT 1 AND PART OF THE VACATED ALLEY ADJACENT TO AND NORTHWESTERLY OF LOT 1 IN BLOCK 4 OF THE ORIGINAL TOWN OF OSWEGO DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 57 DEGREES 42 MINUTES 51 SECONDS WEST ON THE NORTHEAST LINE OF SAID LOT AND ON THE NORTHWEST EXTENSION THEREOF, 140.33 FEET TO THE CENTERLINE OF SAID VACATED ALLEY; THENCE SOUTH 32 DEGREES 07 MINUTES 19 SECONDS WEST ON SAID CENTERLINE 10.00 FEET; THENCE SOUTH 59 DEGREES 45 MINUTES 18 SECONDS EAST 140.40 FEET TO THE SOUTHEAST LINE OF SAID LOT 1; THENCE NORTH 32 DEGREES 12 MINUTES 02 SECONDS EAST OF SAID SOUTHEAST LINE 5.00 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

Parcel 2:

LOT 2, 3, 6, 7 AND THAT PART OF THE VACATED ALLEY LYING BETWEEN LOTS 3 AND 6 AND ALSO THE WESTERLY ONE HALF OF THE VACATED ALLEY LYING SOUTHEASTERLY AND ADJOINING SAID LOTS 2, 3, 6, AND 7, ALL IN BLOCK 4 OF THE ORIGINAL TOWN OF OSWEGO, EXCEPTING THEREFROM THOSE PARTS OF LOT 2 IN BLOCK 4 AND THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT 2 IN THE ORIGINAL TOWN OF OSWEGO, LYING NORTH OF A LINE THAT BEGINS AT A POINT ON THE WEST LINE OF SAID LOT THAT IS 38 34 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND TERMINATES AT A POINT ON THE CENTER LINE OF SAID VACATED ALLEY THAT IS 23 64 FEET SOUTH OF THE NORTH LINE, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

Parcel 3:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 AND THAT PART OF THE VACATED ALLEY LYING WEST OF ADAMS STREET AND EAST OF HARRISON STREET AND THAT PART OF THE VACATED ALLEY LYING SOUTH OF JACKSON STREET AND NORTH OF WASHINGTON STREET, ALL IN BLOCK 5 OF THE ORIGINAL TOWN OF OSWEGO, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS OF LAND, DESCRIBED AS FOLLOWS:

Tract 1: A PART OF LOT 7 BLOCK 5 IN THE ORIGINAL TOWN OF OSWEGO, AS RECORDED IN BOOK "A". PAGE 285, IN KENDALL COUNTY RECORDER OF DEEDS OFFICE, LOCATED IN SECTION 17, TOWNSHIP 37 NORTH RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN COUNTY OF KENDALL, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS, AND BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED NORTH: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 14 DEGREES 19 MINUTES 03 SECONDS EAST 40.13 FEET ALONG THE WESTERLY LINE OF SAID LOT 7; THENCE SOUTH 76 DEGREES 28 MINUTES 43 SECONDS EAST 98.13 FEET; THENCE SOUTH 70 DEGREES 55 MINUTES 12 SECONDS EAST 33.89 FEET TO THE EASTERLY LINE OF SAID LOT 7; THENCE SOUTH 14 DEGREES 20 MINUTES 10 SECONDS WEST 37.83 FEET ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 76 DEGREES 08 MINUTES 27 SECONDS WEST 131.89 FEET TO THE POINT OF BEGINNING.

Tract 2: A PART OF LOT 8, BLOCK 5 IN THE ORIGINAL TOWN OF OSWEGO, AS RECORDED IN BOOK "A". PAGE 285 IN KENDALL COUNTY, RECORDER OF DEEDS OFFICE, LOCATED IN SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN COUNTY OF KENDALL, STATE OF ILINOIS, DESCRIBED AS FOLLOWS, AND BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED NORTH: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8 THENCE NORTH 14 DEGREES 20 MINUTES 10 SECONDS EAST 36.12 FEET ALONG THE WESTERLY LINE OF SAID LOT 8; THENCE SOUTH 70 DEGREES 65 MINUTES 12 SECONDS EAST 132.35 FEET TO THE EASTERLY LINE OF SAID LOT 8; THENCE SOUTH 14 DEGREES 21 MINUTES 17 SECONDS WEST 24.08 FEET ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 78 DEGREES 07 MINUTES 27 SECONDS WEST 131.89 FEET TO THE POINT OF BEGINNING.

Parcel 4:

A PART OF LOTS 7 AND 8 AND A PART OF THE NORTHERLY-SOUTHERLY VACATED ALLEY, BLOCK 5, IN THE ORIGINAL TOWN OF OSWEGO, AS RECORDED IN BOOK "A", PAGE 285, IN THE KENDALL COUNTY RECORDER OF DEEDS OFFICE, LOCATED IN SECTION 17, TOWNSHIP 37,

NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF KENDALL, STATE OF ILLINOIS, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7, THENCE NORTH 32 DEGREES 16 MINUTES 35 SECONDS EAST 40.13 FEET ALONG THE WESTERLY LINE OF SAID LOT 7 TO THE POINT OF BEGINNING; THENCE SOUTH 58 DEGREES 31 MINUTES 46 SECONDS EAST 98.14 FEET ALONG THE NORTHERLY EXISTING RIGHT-OF-WAY LINE FOR F.A.P. 29 (U.S. 34); THENCE SOUTH 52 DEGREES 58 MINUTES 14 SECONDS EAST 182.79 FEET ALONG SAID NORTHERLY LINE TO THE EASTERLY LINE OF SAID LOT 8; THENCE SOUTH 32 DEGREES 19 MINUTES 18 SECONDS WEST 6.50 FEET ALONG SAID EASTERLY LINE; THENCE NORTH 58 DEGREES 04 MINUTES 58 SECONDS WEST 92.04 FEET; THENCE NORTHWESTERLY 152.38 FEET ALONG A CURVE TO THE LEFT, WHOSE CHORD BEARS NORTH 59 DEGREES 56 MINUTES 53 SECONDS WEST 152.35 FEET, HAVING A RADIUS OF 2,340.33 FEET; THENCE NORTH 40 DEGREES 07 MINUTES 17 SECONDS WEST 25.38 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 27 SECONDS EAST 22.44 FEET TO THE POINT OF BEGINNING, CONTAINING 4,996 SQUARE FEET, MORE OR LESS, ALL SITUATED IN KENDALL COUNTY, STATE OF ILLINOIS.

- P.I.N.:** 03-17-303-008
03-17-303-004
03-17-303-003
03-17-303-007
03-17-304-001
03-17-304-002
03-17-304-003

(the “*Subject Territory*”) A copy of the map of the proposed special service area is on file in the Office of the Village Clerk, 100 Parkers Mill, Oswego, Illinois 60543.

All interested persons, including all persons owning taxable real property located within proposed Village of Oswego Special Service Area SS200 Hudson Crossing 19 SSA 01, will be given an opportunity to be heard regarding the formation of and the boundaries of the special service area and may object to the formation of the area and the levy of taxes affecting said area. Parties unable to attend the hearing may submit comments before or after to the Office of the Village Clerk, 100 Parkers Mill, Oswego, Illinois 60543.

The purpose of the formation of the Village of Oswego Special Service Area SS200 Hudson Crossing 19 SSA 01 (the “*SSA*”) is generally to provide special municipal services for the Subject Territory, including funding for property acquisition, public parking facilities, design services, administration, utility infrastructure, streetscape improvements, landscaping, and related improvements, equipment, and material necessary for the construction and maintenance thereof, timely retirement of bonds with a principal amount of \$16,000,000, which shall carry a term of no more than 20 years and a maximum annual interest rate of seven (7%) percent (the “*Bonds*”), to

the extent the Village determines that the bonds cannot be timely retired by real property taxes otherwise levied against the Subject Territory, timely payment of any premiums necessary to maintain insurance or bonding for the development of the Subject Territory, and funding any non-recurring maintenance obligations associated with, related to, or arising from the Subject Territory (collectively, the “**Improvements and Services**”). The Village contemplates that it will serve as the governing body of the SSA and as such will collect, receive and maintain the SSA funds for use in providing or causing the provision of the special services defined herein and in the ordinance proposing the SSA.

At the hearing, there will be considered the levy of an annual special tax sufficient to generate revenues needed for the Improvements and Services, which shall not exceed the “Maximum Levy.” Such tax shall be levied at a rate that provides a rational relationship between the amount of the tax levied against each parcel comprising the Subject Territory and the special service benefit rendered. For purposes herein, the Maximum Levy as of any given year the SSA is in existence shall not exceed an amount equal to ten (\$10.00) dollars per one hundred (\$100.00) dollars of equalized assessed value for each lot located in the Subject Territory. This tax shall be levied for a period of twenty two (22) years commencing during and in the years subsequent to the date of this Ordinance. Said tax shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*). The proposed tax amount for the initial year in which taxes will be levied in the SSA is zero (\$0.00) dollars per one hundred (\$100.00) dollars of equalized assessed value for each lot located in the Subject Territory.

Notwithstanding the foregoing, taxes shall not be levied hereunder and said special service area shall be dormant, and shall take effect only after the Village Administrator determines, in his sole discretion, that the Improvements and Services cannot be timely provided or constructed in accordance with Agreement, the terms of the Bonds, or other applicable state or local ordinances, laws, rules, or regulations, as amended (“**Implementation Date**”). On and after the Implementation Date, said special tax shall be levied upon all taxable property within the Subject Territory at a rate that provides a rational relationship between the amount of the tax levied against each parcel in the Subject Territory and the special services rendered. Said tax shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*).

At the hearing, all interested persons affected by the formation of such SSA, including all persons owning taxable real estate therein, and the method of taxation proposed, will be given an opportunity to be heard. The hearing may be adjourned by the Board to another date without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the SSA and by at least 51% of the owners of record of the land included within the boundaries of

the SSA is filed with the village clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the SSA, the levy or imposition of a tax, no such SSA as proposed may be created, or tax may be levied or imposed, except as otherwise permitted by law.

Dated this ____ day of _____, 2019.

Tina Touchette
Village Clerk

4826-3071-2449

STATE OF ILLINOIS)

) SS
COUNTIES OF KENDALL)
AND WILL

CLERK'S CERTIFICATE
(ORDINANCE)

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

**AN ORDINANCE APPROVING A FINAL PUD AND SUBDIVISION PLAT FOR
THE HARVEST GATE PHASE 1A AT SOUTHBURY IN THE VILLAGE OF
OSWEGO, KENDALL COUNTY, ILLINOIS**

(Harvest Gate)

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the ___ day of _____ 2019, approved by the Village President on the ___ day of _____ 2019 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.

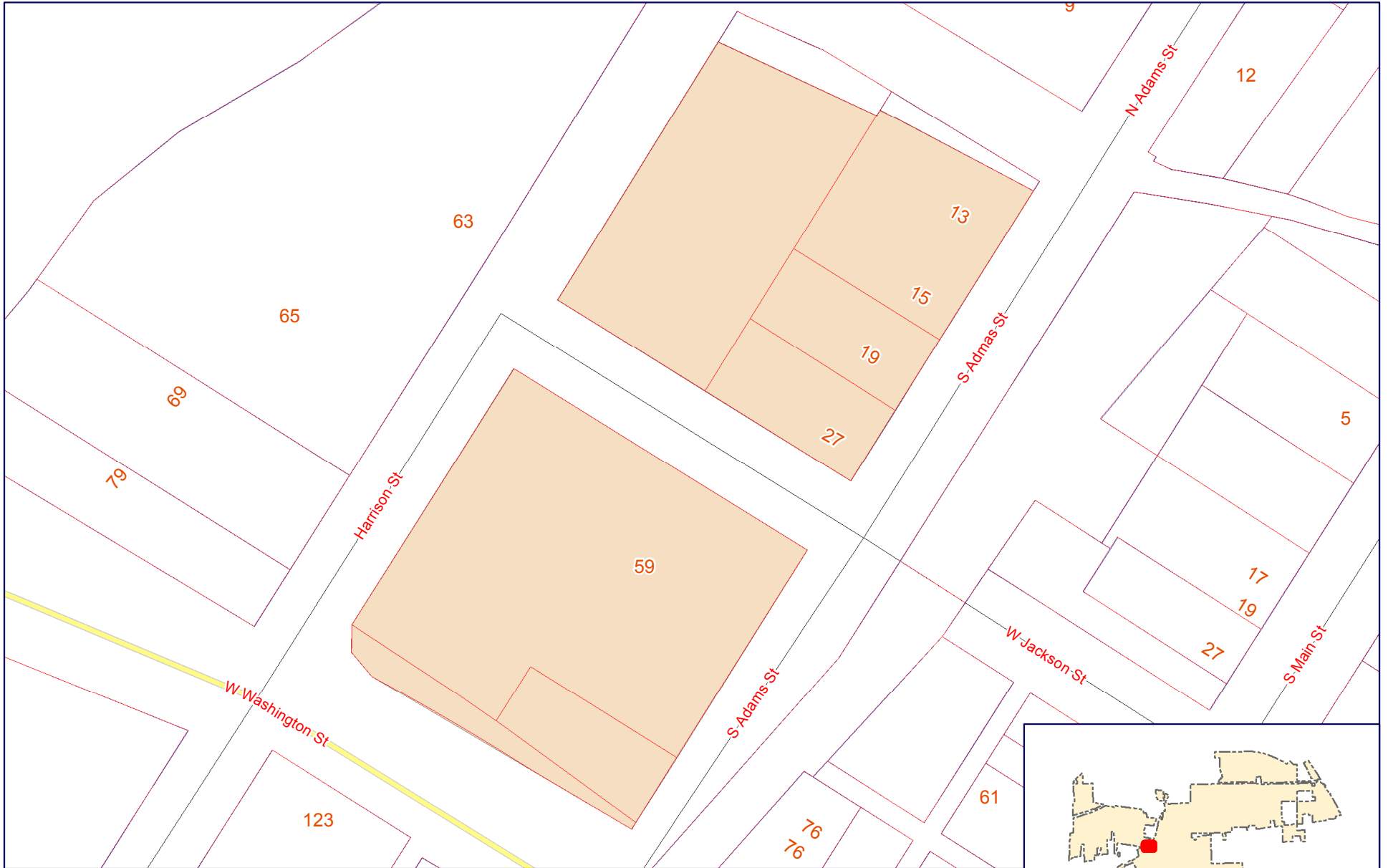
IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2019.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

, v. 1

Map of Special Service Area



Date Printed: 1/8/2019



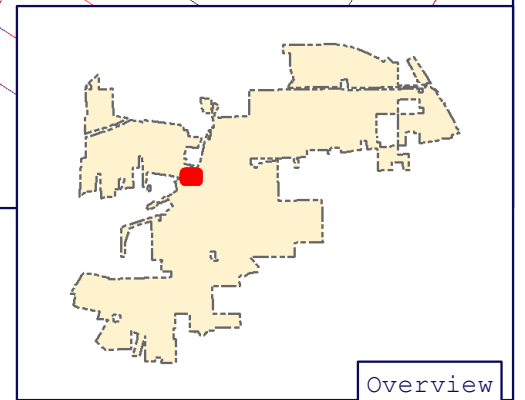
100



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. Sec101 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

CALENDAR UPDATE

January 21st- Village Offices Closed

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

| | | |
|--|-------------------|-----------|
| Historic Preservation Commission Meeting | January 23, 2019 | 7:00 p.m. |
| Administrative Adjudication | January 24, 2019 | 5:00 p.m. |
| Committee of the Whole Meeting | February 5, 2019 | 6:00 p.m. |
| Regular Village Board Meeting | February 5, 2019 | 7:00 p.m. |
| Economic Development Commission | February 6, 2019 | 6:00 p.m. |
| Planning and Zoning Commission Meeting | February 7, 2019 | 7:00 p.m. |
| Cultural Arts Commission Meeting | February 13, 2019 | 6:00 p.m. |

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

Location: Oswego Police Department, 3355 Woolley Road, Oswego, IL

| | | |
|------------------------------|------------------|-----------|
| Police Commission Meeting | February 7, 2019 | 5:00 p.m. |
| Police Pension Board Meeting | April 25, 2019 | 3:15 p.m. |