



## **NOTICE AND AGENDA**

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

**WILL BE HELD ON**

**March 19, 2019**

**7:00 PM**

**Location: Oswego Village Hall**

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- 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**
- E. PUBLIC FORUM**
- F. STAFF REPORTS**
- G. CONSENT AGENDA**

G.1. March 2, 2019 Special Committee of the Whole Minutes

Posted: \_\_\_\_\_  
Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Place: \_\_\_\_\_  
Initials: \_\_\_\_\_

Tina Touchette  
Village Clerk

[3-2-19 Spcl COTW.docx](#)

G.2. March 5, 2019 Committee of the Whole Minutes

[3-5-19 COTW.docx](#)

G.3. March 5, 2019 Regular Village Board Minutes

[3-5-19 RegVB.docx](#)

G.4. Ordinance Adopting the Official Village of Oswego Zoning Map (First Read of Ordinance, Waiver of Second Read)

[zoning\\_map\\_memo\\_vb11.docx](#)

[19- Official Zoning Map 2019.docx](#)

[Zoning\\_2019.pdf](#)

G.5. Ordinance Authorizing Disposal of Surplus; Public Works Vehicle. (First Read of Ordinance; Waiver of Second Read)

[Disposal of Surplus Memo 031919.docx](#)

[Ordinance-Disposal of Surplus Equipment 031919.docx](#)

[Exhibit A - 18-R-26 Purchase 2018 International Chassis, Snow Plow and Dump Body 2.pdf](#)

[Exhibit B - Vehicle Replacement Evaluation Form.pdf](#)

G.6. Ordinance Approving a Minor Amendment to the Final Plan and Subdivision Plat for Ashcroft Place (First Read of Ordinance, Waiver of Second Read)

[1029.18 Ashcroft Place\\_Minor PUD Amendment \(Lots 210 and 216 Resubdivision\)\\_VB Memo \(VB 03-19-19\).docx](#)

[Ord #19- Ashcroft Place Minor Amendment to the PUD \(Lots 210 and 216 Resubdivision\).docx](#)

[Exhibit A\\_Legal Description.docx](#)

[Exhibit B\\_Location Map.pdf](#)

[Exhibit C\\_Final Plat of Resubdivision.pdf](#)

G.7. Resolution Approving a Memorial Day Parade and the Temporary Closure of U.S. Highway 34 in the Village of Oswego.

[Memo-Memorial Day Parade 2019.docx](#)

[19-R- Memorial Day Parade.docx](#)

[Parade Map 2019.pdf](#)

G.8. Resolution Authorizing Participation in the Illinois Joint Purchase of 2,000 Tons of Bulk Rock Salt with an option to purchase 80-120% of the contract amount for the 2019-2020 Season

[2019-2020 Salt Purchase Memo 3-12-19 cjp edits.docx](#)

[19-R- Purchase of Bulk Rock Salt for 2019-2020 Season cjp edits.docx](#)  
[2019-Signed - CMS Rock Salt Requisition Form.pdf](#)  
[2019 CMS Bulk Rock Salt Purchase Memorandum.pdf](#)

## **H. BILL LIST**

H.1. Approve Bill List Dated March 19, 2019 in the Amount of \$699,135.49

[3-19-19 Bill List.pdf](#)

## **I. OLD BUSINESS**

## **J. NEW BUSINESS**

J.1. Ordinance Granting a Preliminary/Final Subdivision Plat for the Burkhart Subdivision with Several Variances for 18 and 26 Tyler Street. (First Read of Ordinance, Waiver of Second Read)

[1026.18 - Burkhart Subdivision vb.12.04.18.docx](#)  
[Ord # 1026.18 Burkhart Subdivision and Variances.docx](#)  
[Exhibit A.docx](#)  
[exhibit b.pdf](#)  
[exhibit c.pdf](#)  
[exhibit d.pdf](#)  
[1026.18 Burkhart Subdivision .VAR.PC.100418.docx](#)  
[P & Z minutes 10 04 18.doc](#)

J.2. Ordinance Granting a Preliminary/Final Subdivision Plat for Old Village Hall Block Subdivision Located at Western Corner of Washington Street and Main Street (First Read of Ordinance, Waiver of Second Read)

[1021.18 Block 11 Subdivision Plat.3.19.19.docx](#)  
[Ord # 19- Preliminary Final Subdivision Plat Old Village Hall Block.docx](#)  
[exhibit a.pdf](#)  
[exhibit b.pdf](#)

[1021.18 Block 11 resub pc.110818.docx](#)  
[P & Z minutes 11 08 18.doc](#)

- J.3. Ordinance Granting a Preliminary/Final Planned Unit Development (PUD) for the Adams Street Parking Lot Located at 110 Adams Street (First Read of Ordinance, Waiver of Second Read)

[1023.18 Adams Street Parking lot.VB.3.19.19 DDSRev.docx](#)  
[Ord # 19- Preliminary Final PUD for Adams Street Parking Lot.docx](#)  
[Exhibit A Legal.pdf](#)  
[Exhibit B PUD.pdf](#)  
[1023.18 Adams Street Parking Lot Preliminary Final PUD.PC.110818.docx](#)  
[P & Z minutes 11 08 18.doc](#)

- J.4. Ordinance Granting a Major Amendment to the Final PUD for 65 W. Washington Street (First Read of Ordinance, Waiver of Second Read)

[1030.18 65 Washington Street Major Amendment.VB.3.19.19 DDSRev.docx](#)  
[Ord # 19- 65 W Washington Major Amendment.docx](#)  
[Exhibit A.pdf](#)  
[Exhibit B.pdf](#)  
[1030.18 65 Washington Major Amendment.PC.12.6.18.docx](#)  
[P & Z minutes 12 06 18.doc](#)

- J.5. Ordinance Granting a Major Change to the Planned Unit Development (PUD), Final PUD and a Special Use Permit for Outdoor Entertainment for 63 W. Washington Street, JLAT (First Read of Ordinance, Waiver of Second Read).

[1022.18 mexican restaurant FPUD.VB.03.19.19.docx](#)  
[Ord # 19- 1022.18 113 mexican restaurant Final PUD.docx](#)  
[exhibit a.pdf](#)  
[exhibit b.pdf](#)  
[exhibit c.pdf](#)  
[1022.18 Mexican restaurant.PC.11.8.18.docx](#)  
[P & Z minutes 11 08 18.doc](#)

- J.6. Ordinance Approving a Redevelopment Agreement Between the Village of Oswego and Imperial Investments LLC Concerning 113 S. Main Street. (First Read of Ordinance, Waiver of Second Read)

[Memo Imperial RDA \(1\) DDS Rev.docx](#)  
[Ord -- Redevelopment Agreement with Imperial Investments LLC re 113 Main Street 4817-5902-8616.doc](#)  
[Redevelopment Agreement 113 Main Street 1.pdf](#)  
[113MainRDA2.pdf](#)  
[113MainRDA3.pdf](#)

- J.7. Ordinance Granting a Preliminary Planned Unit Development (PUD) for 113 Main Street, Imperial Investments (First Read of Ordinance, Waiver of Second Read).

[1033.18 113 main streetPPUD.VB.03.19.19.docx](#)



[Ord # 19- 1033.18 113 main street Preliminary PUD.docx](#)  
[Exhibit A Legal.pdf](#)  
[Exhibit B PUD.pdf](#)  
[Exhibit C Elevations.pdf](#)  
[1033.18 113 Main Street Preliminary PUD.PC.1.10.19.docx](#)  
[P & Z minutes 01 10 19.doc](#)

**K. PRESIDENT’S REPORT**

K.1. Proclamation- Earth Hour, 8:30 PM - 9:30 PM, March 30, 2019

[Earth Hour 2019.docx](#)

K.2. Proclamation- Mayors Day of Recognition for National Service, April 2, 2019

[Mayors Day of Recognition 2019.docx](#)

**L. TRUSTEE REPORTS**

**M. CLOSED SESSION**

M.1.

- a. Pending and Probable Litigation [5 ILCS 120/2(c)(11)]
- b. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Personnel [5 ILCS 120/2(c)(1)]
- c. Collective Bargaining, Collective Negotiating Matters, Deliberations Concerning Salary Schedules [5 ILCS 120/2(c)(2)]
- d. Sale, Lease, and/or Acquisition of Property [5 ILCS 120/2(c)(5) & (6)]
- 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 COMMITTEE OF THE WHOLE MEETING  
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OSWEGO VILLAGE HALL  
100 PARKERS MILL, OSWEGO, ILLINOIS  
March 2, 2019**

**CALL TO ORDER**

President Gail E. Johnson called the meeting to order at 9:05 a.m.

**ROLL CALL**

Physically Present: President Gail Johnson and Trustees Ryan Kauffman, Karin McCarthy-Lange (attended at 9:11 a.m.), Pam Parr, Luis Perez and Joe West.

Absent: Judy Sollinger

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; Mark Horton, Finance Director; Rod Zenner, Community Development Director; Corinna Cole, Economic Development Director; Joe Renzetti, IT/GIS Manager; Billie Robinson, Asst. Finance Director; and Harry Bell, Administrative Intern.

**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 9:06 a.m. There was no one who requested to speak; the Public Forum was closed at 9:06 a.m.

**OLD BUSINESS**

There was no Old Business.

**NEW BUSINESS**

F.1. Review and Discuss the Capital Improvement Plan Years 2020-2039 and Fiscal Year 2020 Draft Village Budget

Director Horton addressed the Board regarding the Capital Improvement Plan (CIP) and FY20 draft budget. The CIP is a short short-range plan, usually four to ten years, which identifies capital projects and equipment purchases, provides a planning schedule and funding options for the plan. A capital improvement/project is a substantial, nonrecurring expenditure for a physical improvement with a useful life greater than one year. Repairs and maintenance expenditures are generally not considered as capital improvements unless the repair extends the useful life or productive capacity of the asset. Capital improvements/projects, included in the CIP, have a cost equal to or greater than \$25,000. Vehicle replacements are included in the CIP for long term planning purposes.

**Categories**

- Facilities- includes three Village buildings and grounds related items; buildings have long useful lives requiring costly repairs to maintain the buildings in good condition; newly constructed facilities, major renovations or expansion of existing facilities are also capital items
- Other- community wide nature such as signage, costly nonregistered/titled equipment, IT items, and items not specific to one of the other categories of the CIP
- Vehicles/equipment- titled or registered mobile equipment including vehicles, tractors, trucks, trailers, generators, etc.; replacement is based on the estimated useful life of the vehicle/equipment, overall usage and condition of the item
- Water & Sewer improvements-water and sewer utilities are comprised of infrastructure related to the Village's water main and sanitary sewer collection systems; include water mains, fire hydrants, valves, services, wells, pressure adjusting stations, water towers, pumping stations, water treatment systems, sanitary sewer mains, laterals, manholes, lift stations, force mains and other components

- Public Improvements (TIF)- all public improvements associated with the Tax Increment Financing district, including, but not limited to Water & Sewer improvements and roadway improvements
- Roadway improvements- include all structures and appurtenances associated with the Village's roadway system including streets, sidewalks, paths, street lights, roadway drainage and storm water systems, pavement markings, signs, curb and gutter, bridges, culverts, traffic control signals and parkway landscaping

#### CIP Funding

Funding is one of the biggest concerns for all municipalities in developing a CIP. The list of capital improvements are generally never fully funded due to the expansive costs associated with the projects. The Village currently has the following available revenue sources to fund capital improvements:

- General Obligation Bonds
- General operating revenues
- Grants/donations
- Debt issuance & other borrowings
- Developer contributions
- Motor Fuel tax revenue
- Water & Sewer operating revenues
- Roadway capital improvement fees
- Expiring Sales tax sharing agreements

A single revenue source, or a combination of revenue sources may be allocated for the completion of a specific project. The Village actively solicits financial assistance or engages in partnerships with other units of government to secure grant or other cost-sharing participation for completion of capital projects. The Village may decide to earmark specific revenue sources for capital improvements by implementing any of these options:

- Gasoline tax
- Property tax increase
- Local sales tax increase
- Tax increment financing (TIF)
- General Obligation Bonds
- Special service area tax
- Sales taxes
- Utility tax increases
- Water & sewer utility surcharges
- Storm water fees

#### CIP

- \$79 million in projects
- \$33 million in next five years

Category	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
FACILITIES	-	45,000	65,000	-	77,000
OTHER	245,000	-	400,000	325,000	-
VEHICLES/EQUIPMENT	497,970	546,881	520,538	490,481	580,105
W&S IMPROVEMENTS	2,948,600	2,928,000	3,165,000	1,395,000	2,250,000
PUBLIC IMPROVEMENTS (TIF)	5,112,000	594,000	-	-	-

ROADWAY IMPROVEMENTS	435,100	612,500	1,594,800	546,200	196,500
ANNUAL ROAD PROGRAM	800,000	800,000	2,000,000	2,000,000	2,000,000
<b>TOTAL</b>	<b>10,038,670</b>	<b>5,526,381</b>	<b>7,745,338</b>	<b>4,756,681</b>	<b>5,103,605</b>

#### Additional Projects

The Village identified four projects that are not included in the CIP. They are all multi-year, multi-million-dollar projects that do not have any specified/dedicated revenues. All would require a lot of grant money and bonding. The projects and costs associated with these projects are as follows:

- Wolf's Crossing Road Reconstruction- project includes the widening and reconstruction of Wolf's Crossing Road; cost is estimated to be \$57 million; time span of 20 years
- Wolf's Crossing Water Main- project will be done in conjunction with the reconstruction of Wolf's Crossing Road; estimated to have a cost of \$5.8 million; time span of 5 years
- New Water Source-project is to put into place an alternative water source for the Village; currently two options for consideration:
  - Build a new water plant and using the Fox River as the water source; estimated cost of \$60 million
  - Join the DuPage Water Commission and use Lake Michigan water; estimated at \$41 million
- Bringing METRA Station to the Oswego Area

Five Year Capital Improvement Projects	FY 20	FY 21	FY 22	FY 23	FY 24	Total Next 5 Yrs
☐ CAPITAL IMPROVEMENT FUND						
☐ Equipment						
Computer Replacements (every 4 years)			200,000			200,000
Imaging Scanner for Police Department	80,000					80,000
Network Switches (every 5 years)				200,000		200,000
Planimetric Capture				125,000		125,000
Server Refresh (every 4 years)			200,000			200,000
Squad CAR MDT Upgrade				110,000		110,000
Virtual Server Appliance for Police Department	100,000					100,000
ERP System	65,000					65,000
Equipment Total	245,000		400,000	435,000		1,080,000
☐ Facilities						
Public Works Facility - Fenced Area Expansion					77,000	77,000
Public Works Facility Parking Lot Repairs			65,000			65,000
Village Hall- Parking Lot Seal Coat		45,000				45,000
Facilities Total		45,000	65,000		77,000	187,000
☐ Road Improvements						
Annual Road Program - CIP			1,400,000	1,400,000	1,400,000	4,200,000
Ford	19,000	112,500				131,500
Bridge-Minkler Rd (Str 047-3056) - Replacement		194,000	60,800	463,700		718,500
Downtown Railroad Safety Improvements	20,000	6,000	1,174,000			1,200,000
Streetlights - LED Conversion					196,500	196,500
Streetlights - LED Conversion - Park & Ride/ Village Hall/Public Works Facility				47,500		47,500
Traffic Signal at Galena/S. Concord	102,500					102,500
Traffic Signal at Washington/Harrison	30,000		300,000			330,000
Traffic Signal at Washinton and Main	30,000	300,000				330,000
Village's Share of IDOT Improvements - US 30 at Intersection with Treasure Road	21,000					21,000
Waubensee Creek Repairs			15,000	35,000		50,000
Wolf's Crossing- Section 1 - Phase 2 & 3	212,600					212,600
Bike Paths - Seal Coat			45,000			45,000
Road Improvements Total	435,100	612,500	2,994,800	1,946,200	1,596,500	7,585,100
CAPITAL IMPROVEMENT FUND Total	680,100	657,500	3,459,800	2,381,200	1,673,500	8,852,100

Five Year Capital Improvement Projects	FY 20	FY 21	FY 22	FY 23	FY 24	Total Next 5 Yrs
▣ MOTOR FUEL TAX FUND						
▣ Road Improvements						
Annual Road Program - MFT	800,000	800,000	600,000	600,000	600,000	3,400,000
Road Improvements Total	800,000	800,000	600,000	600,000	600,000	3,400,000
MOTOR FUEL TAX FUND Total	800,000	800,000	600,000	600,000	600,000	3,400,000
▣ VEHICLE FUND						
▣ Facilities						
Fuel Tanks - Public Works	70,000					70,000
Facilities Total	70,000					70,000
▣ Vehicles/Equipment						
2019 - Flatbed Truck - Replace PW122	85,000					85,000
2019 - Medium Dump Truck w/ Plow - Replaces PW	160,000					160,000
Replacement Vehicles - B&Z	27,970	28,809	29,555			86,334
Replacement Vehicles - Police	60,000	114,072	209,983	220,481	229,105	833,641
Replacement Vehicles - Public Works		404,000	261,000	160,000	351,000	1,176,000
Smart Trailer			20,000			20,000
Vehicle Lift, 20,000 LB - Replacement	20,000					20,000
Vehicle Lift, 75,000 LB - Replacement	45,000					45,000
PW Vehicle GPS	30,000					30,000
Vehicles/Equipment Total	427,970	546,881	520,538	380,481	580,105	2,455,975
VEHICLE FUND Total	497,970	546,881	520,538	380,481	580,105	2,525,975

Five Year Capital Improvement Projects	FY 20	FY 21	FY 22	FY 23	FY 24	Total Next 5 Yrs
<b>WATER &amp; SEWER CAPITAL FUND</b>						
<b>Infrastructure</b>						
Fox River Water Treatment Facility - Preliminary Engineering & Land Acquisition	405,600					405,600
Lead Service Line Replacement	50,000	50,000	100,000	100,000	100,000	400,000
LS	110,000					110,000
Sanitary Lift Station - Generators	120,000	105,000				225,000
Sanitary Sewer Lining & Televising	160,000	180,000	200,000	200,000	200,000	940,000
Water Main, New - Brock/Sedgwick Ct	220,000					220,000
Water Main, New - Minkler Road Watermain				375,000	1,950,000	2,325,000
Water Meter & Reader Replacement	1,533,000	1,593,000	1,665,000			4,791,000
Water Tower - Fox Chase			750,000			750,000
Water Tower - Hunt Club		1,000,000				1,000,000
Water Tower - Village Center				675,000		675,000
Water Towers - Cleaning (every 5 years)				45,000		45,000
Wells 3 & 4 - Generators			450,000			450,000
Wells 6 & 8 - Electrical Upgrades	350,000					350,000
Infrastructure Total	2,948,600	2,928,000	3,165,000	1,395,000	2,250,000	12,686,600
<b>WATER &amp; SEWER CAPITAL FUND Total</b>	<b>2,948,600</b>	<b>2,928,000</b>	<b>3,165,000</b>	<b>1,395,000</b>	<b>2,250,000</b>	<b>12,686,600</b>
<b>TAX INCREMENT FINANCING FUND</b>						
<b>WATER &amp; SEWER CAPITAL FUND</b>						
Block 11 Public Improvements - W&S	200,000					200,000
Blocks 4 & 5 Public Improvements - W&S	1,638,000					1,638,000
<b>WATER &amp; SEWER CAPITAL FUND Total</b>	<b>1,838,000</b>					<b>1,838,000</b>
<b>GARBAGE FUND</b>						
Block 11 Public Improvements - Garbage	11,000					11,000
<b>GARBAGE FUND Total</b>	<b>11,000</b>					<b>11,000</b>
<b>CAPITAL IMPROVEMENT FUND</b>						
Block 11 Public Improvements - CIP	889,000					889,000
Blocks 4 & 5 Public Improvements - CIP	2,374,000	594,000				2,968,000
<b>CAPITAL IMPROVEMENT FUND Total</b>	<b>3,263,000</b>	<b>594,000</b>				<b>3,857,000</b>
<b>TAX INCREMENT FINANCING FUND Total</b>	<b>5,112,000</b>	<b>594,000</b>				<b>5,706,000</b>
<b>Total</b>	<b>10,038,670</b>	<b>5,526,381</b>	<b>7,745,338</b>	<b>4,756,681</b>	<b>5,103,605</b>	<b>33,170,675</b>

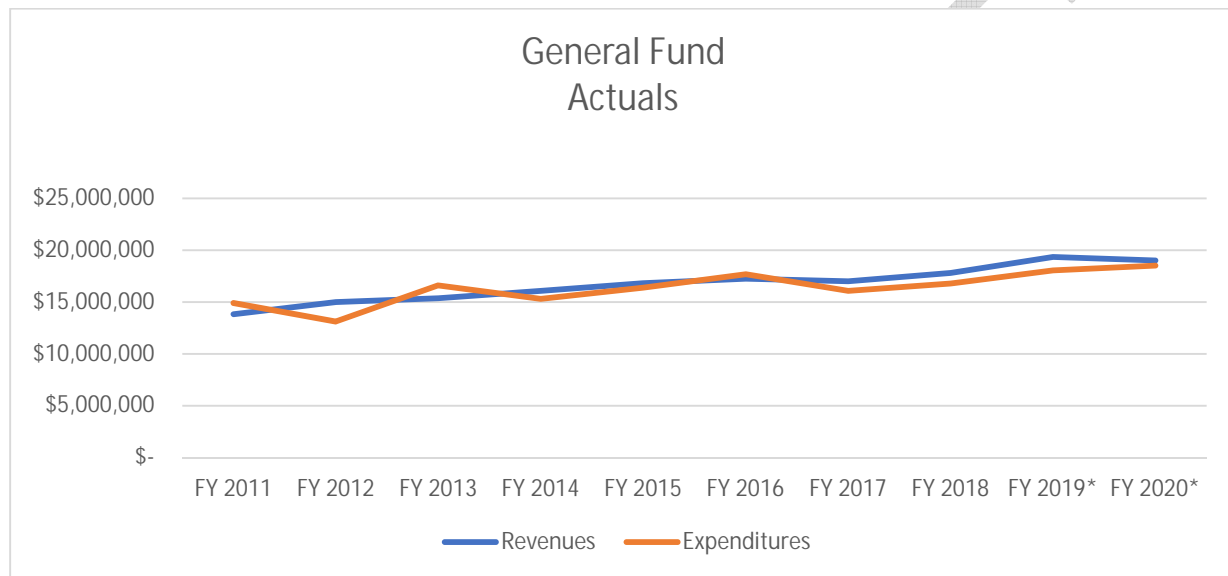
Director Horton briefly discussed the individual projects within the Draft Capital Improvement Plan.

Board and staff discussion focused on looking at each project every year; Board to decide if the Village needs or wants the projects that are included in the draft CIP; funds slated in the road program for FY20 and FY21 are to make up for what the Village is not doing this year; road funds are included in the water and sewer capital fund for Block 4, 5 and 11; Public Works expansion would be into the green space next to the current building; computer replacements are scheduled every four years; scanner for the Police Department is used for accident reconstruction; current equipment is outdated; planimetric & aerial imager capture will tie into the GIS system; squad car MDT was refreshed this year, but needs to be replaced; 4-5 years to refresh; mobile and more rugged computers; CAD software will link to the computer to receive more data when accessing; timelines for the enterprise software; purchase of a 2019 F-550 is an all in one vehicle that replaces a 2005 vehicle; FY21 and FY22 B&Z vehicle purchases will be pushed a couple years; currently have two smart trailers; a new smart trailer will be purchased to replace one of the current trailers; portable lifts for vehicles will be mobile and help with repairs and maintenance; Public Works vehicle GPS allows for the tracking of vehicles; preliminary engineering for the Fox River Water Plant was added to the CIP as a placeholder; lead service line replacement is well below what was estimated; found 4 out of 1,200 homes where lines needed to be replaced; sanitary cleaning televising inspection lining is a shared service with Fox Metro; water meter and reader replacement program will be for a few more years; it started last September; residents saying nice things about the contractors; when complete, will have funds for other projects; replacements would have not been able to be done if the Village didn't raise the water rates; may have to switch the water tower rehabilitation around based on recent findings; issue with Fox Chase water tower; repairs needed sooner; public improvements for Blocks 4 & 5 are currently out to bid; none of the area has sanitary sewer; Fox Metro is requiring the sanitary line to be put in from the creek to Washington Street; need a fire hydrant so a water line needs to be extended; re-designing the entrance to Hudson Park to align with Jackson Street; this will all add to the costs of the project; replacing and raising up Minkler bridge; realigning the road; Montgomery just awarded the bid for the traffic signal at Galena Road and South Concord Drive; project starting in a month or

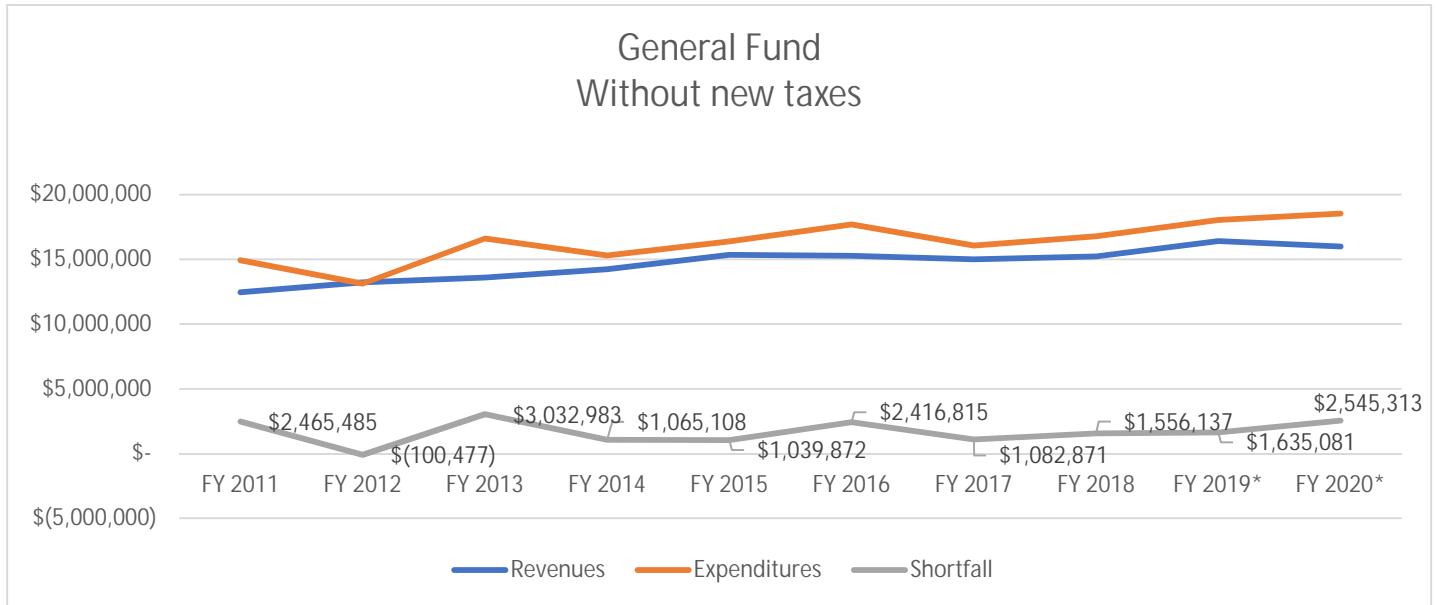
two; IDOT has requested a preliminary engineering study be conducted for a traffic signal at Washington and Harrison; project will be designed in conjunction with the traffic signal at Washington and Main; there might be funding available from IDOT. There was no further discussion.

#### Fiscal Year 2020 Draft Village Budget

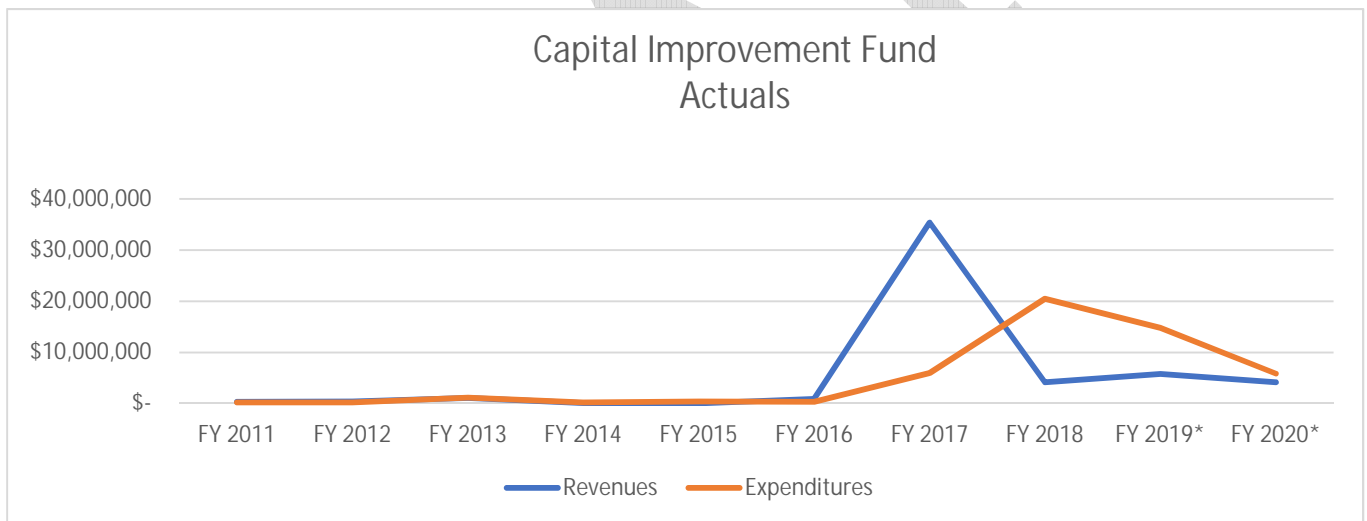
- General Fund Actuals
  - Adopted Annual balanced budgets while controlling spending
  - Implemented revenue sources that don't burden only Oswego residents
    - ✓ Reviewed all 78 Statutory revenue sources
    - ✓ Decided on a local sales tax and Food & beverage tax
      - Both to support increasing costs of operations



- General Fund Without New Taxes
  - No new revenue sources
  - Would have annual budget deficits
  - Cutting personnel & services; mostly in Public Works and the Police Department
  - Minimal capital improvements completed



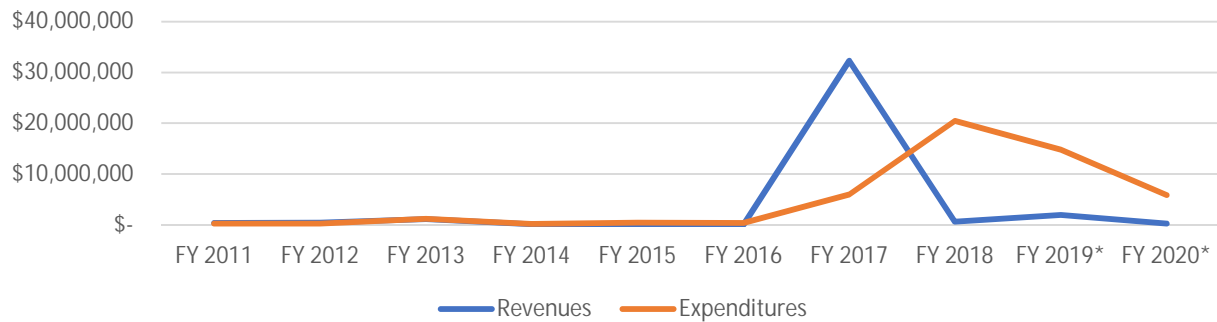
- Capital Improvement Fund Actuals
  - No revenues
  - More maintenance type items in 2011 through 2015



- Capital Improvement Fund Without New Taxes
  - Would need to come up with \$5 million more



## Capital Improvement Fund Without New Taxes



### What's in the Budget

- Funding to provide for:
  - Normal operations/personnel cost increases
  - \$11.2 million in capital improvements
    - ✓ \$6.3 million funded from sales taxes
    - ✓ \$4.8 funded from water & sewer revenues
  - \$4.3 million for debt service
  - TIF District development
    - ✓ Block 4 & 5- \$4 million
    - ✓ Block 11 - \$1.1 million
  - Water/sewer operations - \$8 million
  - Garbage Collection Services-\$2.5 million
    - ✓ 3<sup>rd</sup> party contract
  - Vehicle replacements- \$0.5 million
  - Statutory pension contributions - \$1.8 million
    - ✓ \$1.4 million to Police Pension
    - ✓ \$400,000 to IMRF

EXPENDITURES	FY 2018 ACTUAL	FY 2019 BUDGET	FY 2019 PROJECTED	FY 2020 BUDGET	FY 2020 Budget vs FY 2019 Budget	
					\$	%
Salaries & Wages	9,816,421	10,459,605	10,725,936	11,008,008	548,403	5%
Employee Benefits	4,205,384	4,511,171	4,462,904	4,571,115	59,944	1%
<b>Total Personnel Services</b>	<b>14,021,805</b>	<b>14,970,776</b>	<b>15,188,840</b>	<b>15,579,123</b>	<b>608,348</b>	<b>4%</b>
Professional & Technical Services	3,680,176	3,875,792	3,949,631	3,974,772	98,980	3%
Contractual Services	2,328,185	2,768,425	2,968,274	2,939,766	171,341	6%
Other Services	950,469	1,061,643	1,205,878	1,131,954	70,310	7%
Supplies	1,034,546	1,008,453	1,080,125	1,061,269	52,816	5%
Other Financing Uses	3,054,619	5,952,007	4,525,550	11,472,877	5,520,870	93%
Debt Service	3,323,156	4,350,056	4,656,857	4,330,982	(19,074)	0%
Capital Outlay	20,219,909	18,239,457	15,541,841	10,038,670	(8,200,787)	-45%
<b>TOTAL EXPENSES</b>	<b>48,612,866</b>	<b>52,226,609</b>	<b>49,116,996</b>	<b>50,529,414</b>	<b>(1,697,195)</b>	<b>-3%</b>

Other Financing Sources/Uses			
Summary			
<i>Fund</i>	<i>Financing Source</i>		<i>Financing Use</i>
<b>General</b>			
Transfer to Debt Service			\$ 1,152,707
<b>MFT</b>			
Transfer to Debt Service			\$ 262,500
<b>TIF</b>			
Transfer from Capital Improvement	\$ 3,263,000		
Transfer from Water & Sewer Capital	\$ 1,838,000		
Transfer from Garbage Collection	\$ 11,000		
<b>Capital Improvement</b>			
Transfer to TIF			\$ 3,263,000
Transfer to Debt Service			\$ 1,412,200
Transfer to Vehicle			\$ 497,970
<b>Debt Service</b>			
Transfer from General	\$ 1,152,707		
Transfer from MFT	\$ 262,500		
Transfer from Capital Improvement	\$ 1,412,200		
<b>Water &amp; Sewer</b>			
Transfer to Water & Sewer Capital			\$ 3,000,000
<b>Water &amp; Sewer Capital</b>			
Transfer from Water & Sewer	\$ 3,000,000		
Transfer to TIF			\$ 1,838,000
<b>Garbage Collection</b>			
Transfer to TIF			\$ 11,000
<b>Vehicle</b>			
Transfer from Capital Improvement	\$ 497,970		
<b>Police Pension</b>			
	\$ 11,437,377		\$11,437,377
<b>General</b>			
Miscellaneous revenue	\$ 15,000		
Special events expense			\$ 35,500
<b>Vehicle</b>			
Asset sales	\$ 40,000		
<b>Police Pension</b>			
General Fund contribution	\$ 1,341		
	\$ 56,341		\$ 35,500

#### Expenditures by Fund

EXPENDITURES - ALL FUNDS						
FUND	FY 2018 ACTUAL	FY 2019 BUDGET	FY 2019 PROJECTED	FY 2020 BUDGET	FY 2020 Budget vs FY 2019 Budget	
					\$	%
General	16,782,087	17,859,282	18,056,326	18,538,108	678,826	4%
Motor Fuel Tax	1,089,128	402,500	367,500	1,062,500	660,000	164%
Tax Increment Financing	175,268	1,510,107	123,410	5,177,500	3,667,393	243%
Capital Improvement	20,471,602	16,879,992	14,769,150	5,853,270	(11,026,722)	-65%
Debt Service	2,922,195	2,824,550	2,824,507	2,826,407	1,857	0%
Water and Sewer	3,797,038	6,277,169	6,979,367	8,029,861	1,752,692	28%
Water and Sewer Capital	115,561	2,672,115	2,050,000	4,816,600	2,144,485	80%
Garbage Collection	2,408,455	2,481,070	2,466,900	2,533,885	52,815	2%
Vehicle	31,318	330,500	429,841	497,970	167,470	51%
Police Pension	820,214	989,323	1,049,995	1,193,312	203,989	21%
<b>TOTAL EXPENDITURES</b>	<b>48,612,866</b>	<b>52,226,609</b>	<b>49,116,996</b>	<b>50,529,414</b>	<b>(1,697,195)</b>	<b>-3%</b>

- General Fund expenditures increased 4% over FY19 budget due to increases in personnel and employee benefits and increases across all operating costs
- MFT Fund expenditures increased from planned roadway improvements
- TIF Fund expenditures increased because of the public infrastructure projects
- Capital Improvement Fund expenditures decreased because of the completion of the new Police Headquarters
- Debt Service Fund expenditures are slightly greater than FY19
- Water & Sewer Fund expenses increased due to the increase in the transfer to the Water & Sewer Capital Fund
- Water & Sewer Capital Fund expenses increased due to the meter replacement program costs
- Garbage Collection Fund expenses increased due to the annual rate increase
- Vehicle Fund expenses increased because of replacement costs planned in FY20
- Police Pension Fund expenses increased due to greater benefit payments in FY20

#### FY20 Expenditures

- Total expenditures - \$50.5 million
- Operating expenditures - \$24.7 million
  - Increase of \$1.1 million

#### FY20 Operating Budgets

- Operating expenditures - \$24.7 million
  - Personnel costs-\$15.6 million
  - Professional & Technical Services - \$4 million
    - ✓ \$2.5 million in garbage collection service
    - ✓ \$1.1 million in General Fund departments
    - ✓ Corporate, Community Relations, IT, Police – range from \$153,000 to \$370,000
  - Contractual Services - \$2.9 million
  - ✓ General Fund; \$1.8 million- \$0.5 million in IT and \$1.1 million in Public Works
  - ✓ Water & Sewer Fund – \$1.1 million
  - Other Services- \$1.1 million
    - ✓ \$1.0 million across General Fund departments
  - Supplies - \$1 million – General & Water/Sewer Fund

#### Revenues by Fund

REVENUES - ALL FUNDS						
FUND	FY 2018 ACTUAL	FY 2019 BUDGET	FY 2019 PROJECTED	FY 2020 BUDGET	FY 2020 Budget vs FY 2019 Budget	
					\$	%
General	17,824,997	17,907,814	19,371,245	19,017,795	1,109,981	6%
Motor Fuel Tax	956,168	855,758	864,758	856,000	242	0%
Tax Increment Financing	23,397	1,485,107	36,183	5,147,500	3,662,393	247%
Capital Improvement	4,177,227	3,953,000	5,808,911	4,148,000	195,000	5%
Debt Service	2,923,217	2,825,200	2,825,400	2,827,507	2,307	0%
Water and Sewer	6,045,442	6,389,120	6,789,436	7,496,700	1,107,580	17%
Water and Sewer Capital	252,089	1,430,000	2,380,400	3,130,000	1,700,000	119%
Garbage Collection	2,434,765	2,473,400	2,473,580	2,535,380	61,980	3%
Vehicle	122,453	370,500	371,000	537,970	167,470	45%
Police Pension	3,764,492	2,265,000	3,283,827	2,250,199	(14,801)	-1%
<b>TOTAL REVENUES</b>	<b>38,524,247</b>	<b>39,954,899</b>	<b>44,204,740</b>	<b>47,947,051</b>	<b>7,992,152</b>	<b>20%</b>

- General Fund revenues increased 6% compared to FY19 because of estimated increased in tax revenues
- MFT revenues are the same as last year

- TIF Fund revenues increased from greater tax increment and \$4.9 million in transfers from other funds
- Capital Improvement Fund revenue is 5% greater due to local MFT taxes, permits and interest
- Debt Service Fund revenues estimated to remain the same as last year
- Water & Sewer Fund revenues are up due to the rate increase effective 5/1/19
- Water & Sewer Capital Fund revenue increased due to the budgeted transfer from the Water & Sewer Fund
- Garbage Collection Fund revenue is up 4% from the rate increase effective 5/1/19
- Vehicle Fund revenue increased because of transfers from other funds
- Police Pension revenue increased slightly from anticipated investment income

<b>REVENUES BY SOURCE - ALL FUNDS</b>						
<b>REVENUES</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 BUDGET</b>	<b>FY 2019 PROJECTED</b>	<b>FY 2020 BUDGET</b>	<b><i>FY 2020 Budget vs FY 2019 Budget</i></b>	
					<b>\$</b>	<b>%</b>
Taxes	21,965,727	22,454,247	23,102,779	23,437,454	983,207	4%
Licenses & Permits	749,672	532,000	2,637,750	896,950	364,950	69%
Intergovernmental	110,845	40,000	215,911	35,000	(5,000)	-13%
Charges for Services	9,148,239	9,487,000	11,000,186	10,722,000	1,235,000	13%
Fines and Forfeitures	213,116	197,000	198,000	204,000	7,000	4%
Investments & Contributions	2,929,806	1,179,742	2,456,260	1,157,929	(21,813)	-2%
Other Financing Sources	3,406,843	6,064,910	4,593,854	11,493,718	5,428,808	90%
<b>TOTAL REVENUE</b>	<b>38,524,247</b>	<b>39,954,899</b>	<b>44,204,740</b>	<b>47,947,051</b>	<b>7,992,152</b>	<b>20%</b>

- Total revenues of \$48 million
  - Less Other Financing Sources - \$11.5 million
  - Total Operating revenues of \$36.5 million
- Total tax revenue - \$23 million
  - 64% of total revenue
  - General Fund - \$17.2 million; 78% of total tax revenues
  - Capital Improvement Fund - \$3.9 million
  - Motor Fuel Tax Fund - \$0.9 million
- Total tax revenue up 4% or \$1 million compared to FY 19 Budget
  - Sales and HR Sales taxes – up \$472,000
  - Local Food & Beverage tax - \$125,000
  - Income tax – up \$95,000
  - Local MFT tax - \$90,000
- Total Charges for Services - \$10.7 million
  - 29% of total revenue
  - Water & Sewer Fund - \$7.4 million; 69% of total
  - Garbage Collection Fund - \$2.5 million; 23% of total
- Total Charges for Services revenue up 13% compared to FY 19 Budget
  - Water usage revenue up \$1.1 million
    - ✓ Rate increases May 2018

#### Next Steps

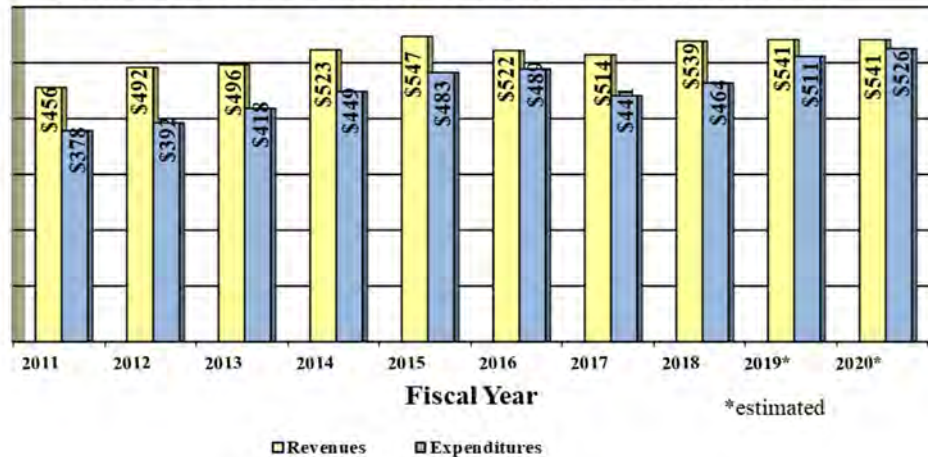
March 19<sup>th</sup>- more budget discussion, if necessary

April 9<sup>th</sup>- public hearing

April 23<sup>rd</sup>- adopt FY20 Budget and CIP

Director Horton asked the Board if there were any questions regarding the budgets of the individual departments. There were no questions.

**Comparison of General Fund Revenue & Expenditures per Resident**



- Extra put into reserves
  - Policy is 30%; Village is at 40% or higher
  - \$15 in extra revenue per resident

#### Budget Concerns/Future Planning

- State Legislature- State budget is July 1st
  - Property tax freeze
  - Income tax distribution changes
  - MFT distributions
  - Cable franchise fees
  - New Governor
- Revenue growth
  - Does it last
  - Whether an increase in population will assist
- Expenditure growth
  - Personnel – staffing; wages; benefits
  - Operations – longer term view

Board and staff discussion focused on funds for road repairs; Public Works staff decides what roads are to be done on an annual basis; which downtown roads being completed this year; downtown drainage issues; replacing and installing storm/sanitary sewers; not all of the funds being used for the downtown roads; issuing of electronic citations to be implemented in the future; OpenGov shows information through year 2017; the new program will pull the latest information automatically; new program will be implemented within the next 6 weeks to 6 months; will be more user friendly; transparency is a priority; staff will schedule a demo of the new program at a future Board meeting; Park District is working with a charitable organization to install permanent porta-potties at Hudson Park; no construction would be taking place north of Waubensee Creek; Adams Street closed from the bridge to Van Buren; Jackson Street closed at the railroad tracks; no parking on Harrison Street by Hudson Park; more information on the exact dates of road closures to follow.

The Village Board adjourned for a break at 10:04 a.m. Village Board returned from break at 10:18 a.m.

#### ROLL CALL

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

Absent: Judy Sollinger

#### Staffing Analysis/Personnel Needed

Asst. Administrator Burns addressed the Board. At the February 19, 2019 Committee of the Whole, the Board considered a staffing report to address the Village's personnel needs as Oswego continues to grow. Five positions were identified as "high priority" needs. The draft budget can afford hiring the first three positions, leaving no remaining surplus. Staff is investigating the US Department of Justice COPS Hiring Program for the patrol officer positions, which can fund up to 75% of salary and benefits of new officers for 3 years. Unsure when this will be available.

Position Title	Department	Salary + Benefits	FTE Needed	Total Score
Civil Engineer/Project Manager	PW	\$116,000	1.00	25
Village Hall Administrative Assistant	Various	\$80,800	1.00	23
Public Works Technician	PW	\$74,805	2.00	22
Patrol Officer	Police	\$118,863	2.00	22
Planner	CD	\$104,000	1.00	21

FTE- full-time equivalent

- These are positions that are most urgently needed
- Growth has caused the need to hire
- Patrol Officer
  - Estimated salary includes the starting rate, insurance and pension
  - Need 49 officers on the street
- Public Works Technician
  - 9 less technicians currently
- Planner
  - Village has less planners than other communities

#### Salaries & Wages

- The Village approved collective bargaining agreements with:
  - MAP (Patrol Officers)
  - Local 150 (Public Works)
  - Employment agreement with Sergeants
- Aligns benefits, especially insurance cost share, across employee groups
- Conducted a compensation study for non-union employees benchmarking pay and benefits
- Pay scale will reflect moderate changes

#### Compensation- Non-Union

- Recommend reclassifying some positions based on market changes
- Increasing width of salary ranges to closer align to market
- Increase bottom of the range by CPI (1.9%)
- Proposed Merit-based wage budget of 3%
  - Based on national average wage increase (SHRM, World at Work, Willis Towers Watson, etc.)
- Maintain 1% Bonus pool

#### Insurance and Benefits

- Implement 20% PPO/5% HMO cost share effective July 1, 2019 for all employees
  - Internal equity and external comparability; in line with other communities
- Recommend increase Village-provided life insurance to \$50,000; currently offer \$20,000
  - Total cost impact estimated at \$7,850; increase of \$4,300 over current year
- Preliminary health insurance renewals:

- Market and claims driven
- Projected PPO increase of 5% to 8%
- Projected HMO increase of 5% to 7%
- Projected dental increase of 7.7%
- Final numbers in spring
- Suggesting a sub-pool for next year

#### General Liability, Property, Workers Comp

Village insurance rates yearly comparison:

	2015	2016	2017	2018	2019	18-19 Change
IPRF (Workers Comp)	\$169,281	\$159,575	\$173,757	\$167,785	\$158,709	-5.41%
IMIC (Liability)	\$356,195	\$378,138	\$372,484	\$352,223	\$400,626	13.74%
IMIC (Cyber)	-	\$7,325	\$7,214	\$4,599	\$5,332	15.94%
Total (85%)	\$525,476	\$545,038	\$553,455	\$524,607	\$565,567	7.81%
Total (100%)				\$547,017	\$595,140	

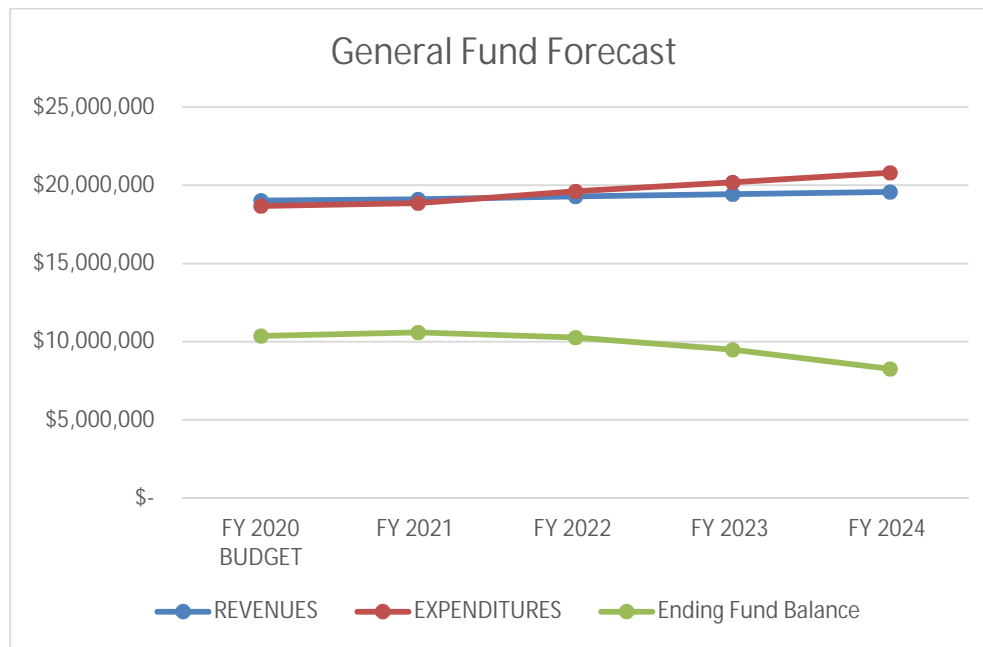
Property/Auto/Liability Claims History by Type					
	Total	Workers Comp	Liability	Property	Auto
2015	\$ 248,945.35	\$ 150,662.46	\$ 27,618.40	\$ 29,238.53	\$41,425.96
2016	\$ 140,539.39	\$ 35,525.00	\$ -	\$ 69,688.93	\$35,325.46
2017	\$ 60,034.68	\$ 12,737.00	\$ -	\$ 30,582.51	\$16,715.17
2018	\$ 58,915.64	\$ 36,724.55		\$ 17,624.95	\$ 4,566.14

- FY20 budget includes liability insurance consultant to review options
- Village has been in the liability pool since 2014
- Pool did have some claims
- Village will get a dividend this year
  - Approximately \$26,000
  - First year a dividend is being issued

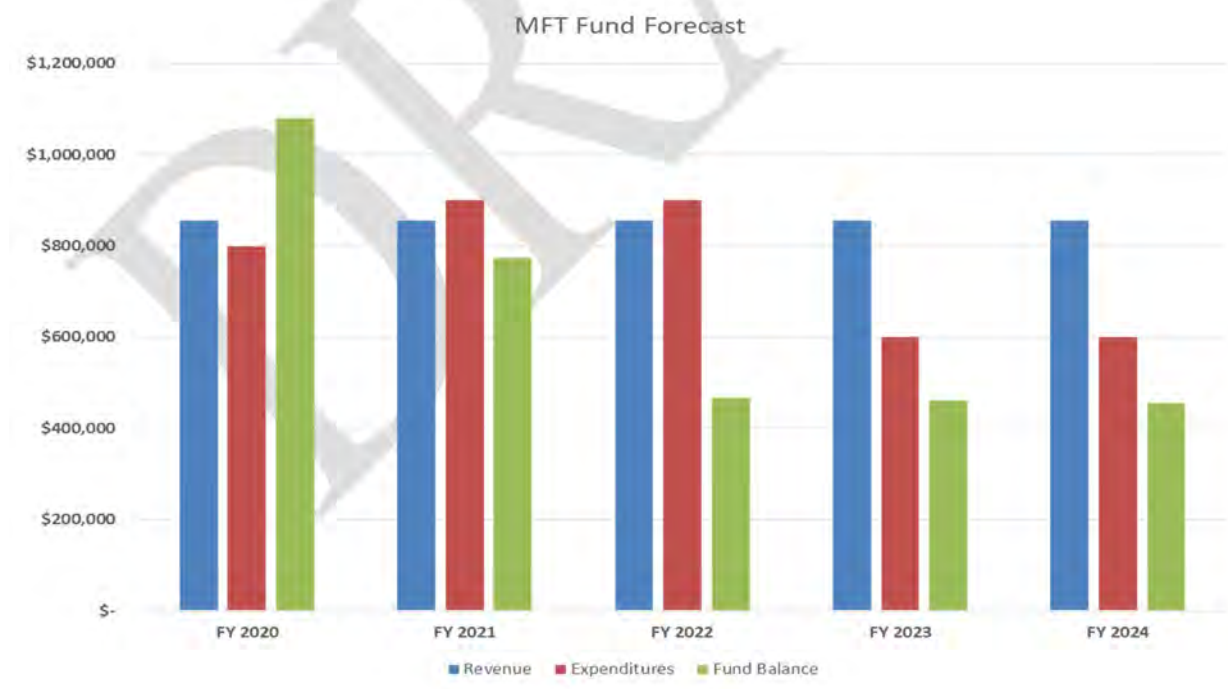
#### What Does the Future Look Like

- Five-year forecast
- Assumptions
  - Business as usual; operating costs staying the same
  - Personnel costs as per pay scales and contracts
  - Employee benefits insurance costs increased 5%
  - General insurance increased 4% per year
  - All other expenditures- 1% increase or unchanged
  - Revenues -1% increases on average
  - No additional staff increases

## General Fund Forecast:

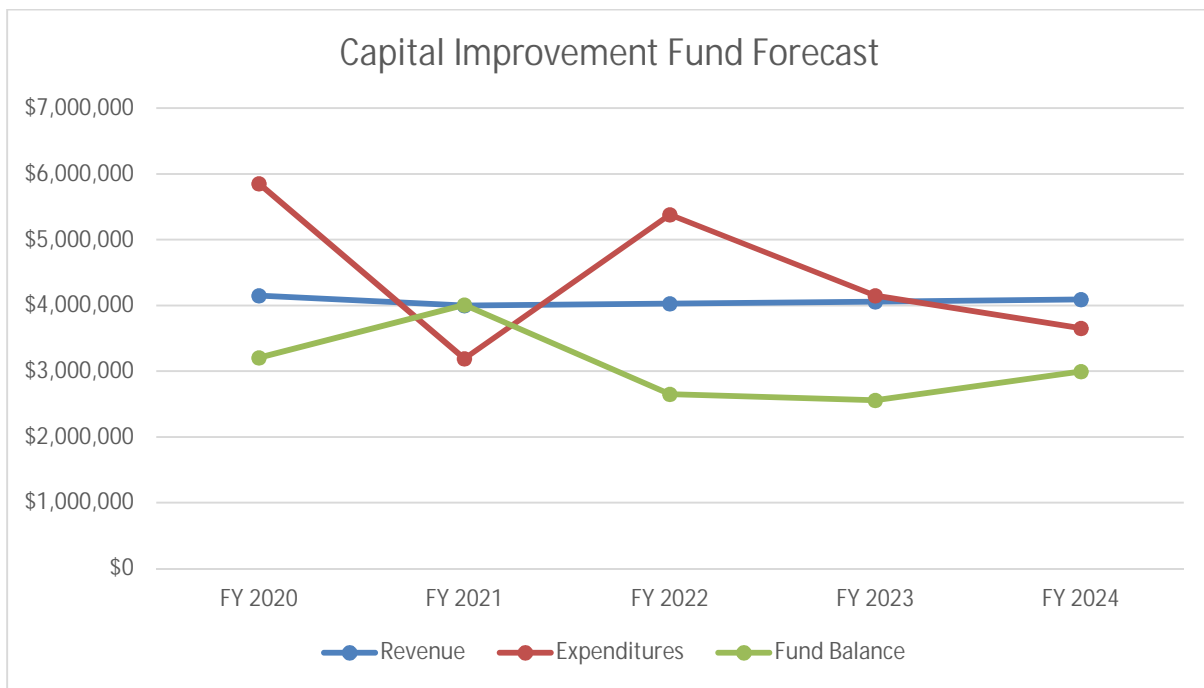


- Expenditures start to exceed revenues in 2022
- Reserves are strong
- Gap could close with more population

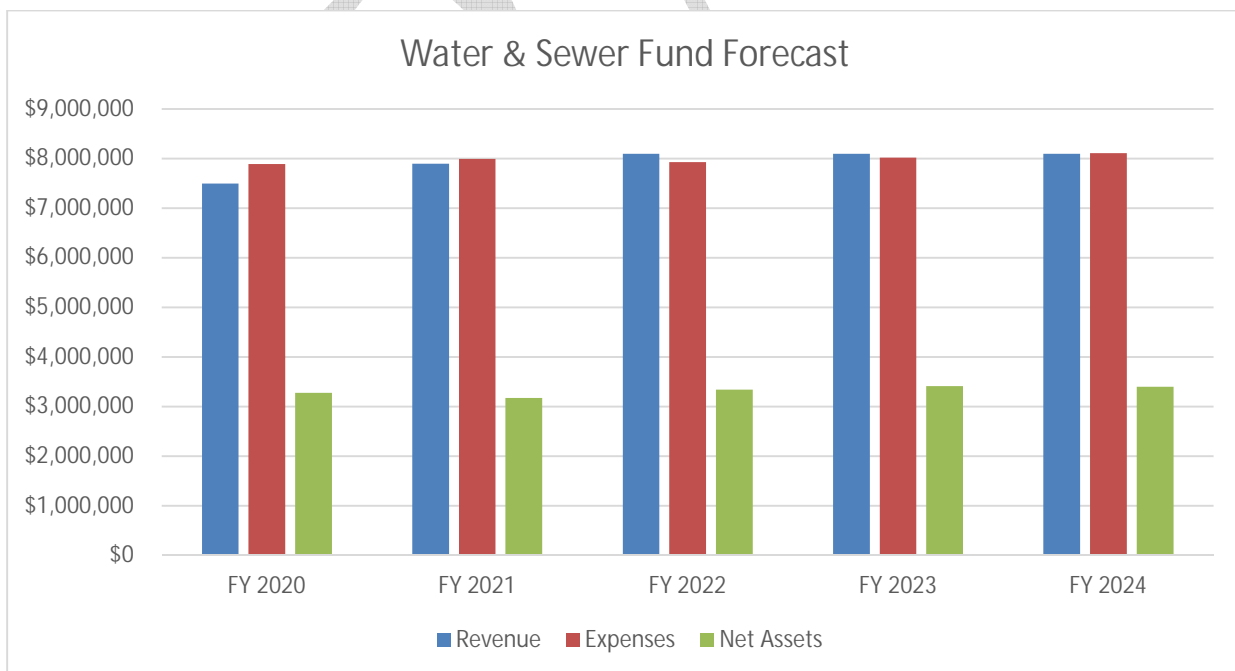


- Bumping up expenditures in FY21 and FY22
- Reserve balance just over \$500,000

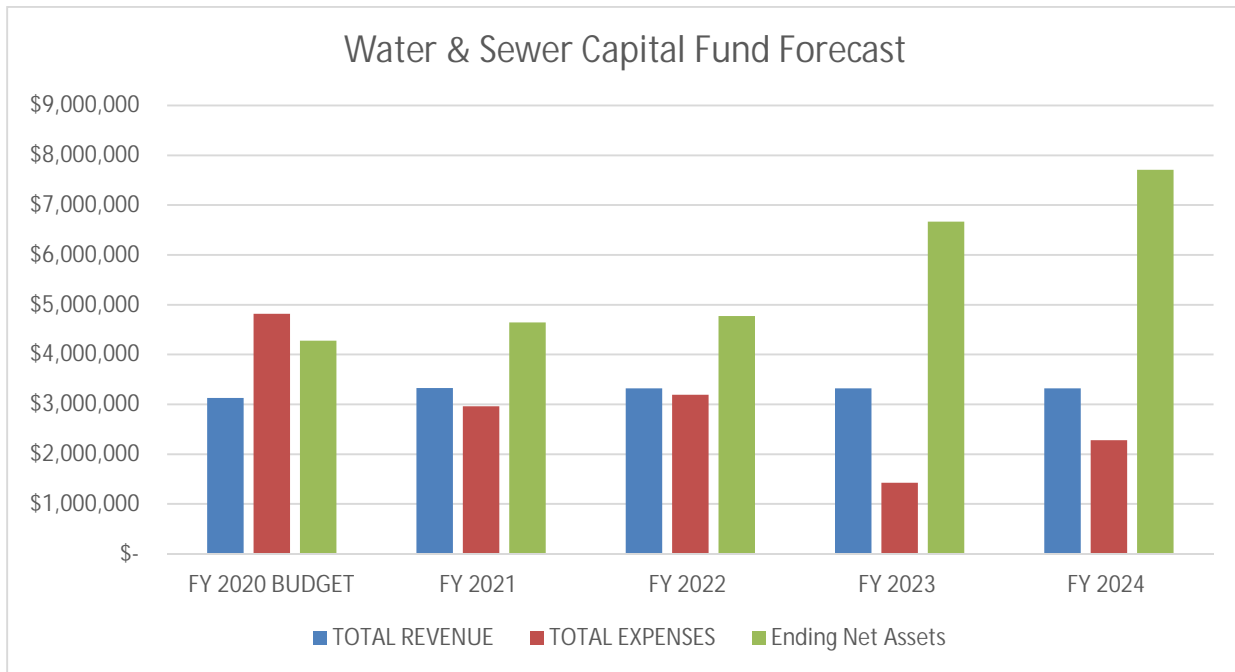




- Revenue not assuming huge impact fees
- Expenditures fluctuate with CIP
- \$3.1 million in Home Rule Sales Tax



- Revenue increasing slightly and then stagnates
- 5/1/19 is the last big water increase; ten cent increases if deciding to implement
- Net asset balance just over \$3 million



- Revenue just over \$3 million from transfer from the Water & Sewer Fund
- Expenditures start to decrease in FY20
- Accumulate funds to afford expenditures
- Rates doing what they are supposed to do

Additional Board and staff discussion focused on increases in personnel and general liability insurance; no huge budget increases in each department; decreased overall budgets by \$170,000-\$180,000; still short staffed; smart growth with staff; can't afford to hire all positions; using surplus funds is a risk; homeland security funding; CMAP program for planners; hiring the top three positions for this year's budget; needing someone to assist in the IT Department; three year contract with the consortium; needing to give an eight month notice to the consortium; not willing to let a vendor slide if not meeting expectations; Public Works positions would be bargaining positions; Public Works needs help; Project Manager position; \$300,000 in surplus will be on-going as long as growth continues and expenditures can be controlled; whether the Civil Engineer position will save on outsourcing; engineering plan reviews will remain; 29%-31% is personnel expenses; will need a lot more positions filled 30 years out. Village Board to let staff know, ahead of the public hearing, of any questions or issues regarding the hiring of the three positions.

This is the fourth year of holding the budget workshop. There was no further discussion.

#### **CLOSED SESSION**

There was no Closed Session held.

#### **ADJOURNMENT**

The Special Committee of the Whole meeting adjourned at 11:25 a.m.

Tina Touchette  
Village Clerk

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING  
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OSWEGO VILLAGE HALL  
100 PARKERS MILL, OSWEGO, ILLINOIS  
March 5, 2019**

**CALL TO ORDER**

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

**ROLL CALL**

Physically Present: President Gail Johnson and Trustees Ryan Kauffman, Karin McCarthy-Lange (attended at 6:02 p.m.), Pam Parr, Luis Perez (attended at 6:04 p.m.), 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; Mark Horton, Finance Director; Rod Zenner, Community Development Director; Corinna Cole, Economic Development Director; Jay Hoover, Building & Zoning Manager; Julie Hoffman, Special Events Coordinator; 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.

**OLD BUSINESS**

There was no Old Business.

**NEW BUSINESS**

**F.1. Fire and Police Memorial Overview**

Chief Burgner addressed the Board regarding the first responder memorial. Oswego Resident, Logan Goodbred, is working towards his Eagle Scout and is proposing a Fire and Police Memorial, as his project, to assist in achieving the award. He approached President Johnson, Fire Chief Veseling and Police Chief Burgner and proposed constructing a Fire and Police Memorial at the Oswego Public Safety Campus. The location will be the grassy area on the east side of the Oswego Fire Station #1 training room. Logan has presented this to the Oswego Fire Protection District Board of Fire Commissioners to obtain approval for construction on the site. Logan is responsible for the overall design, budget, project schedule and gaining approval from government bodies. He will rely heavily on Village support during fundraising or in-kind donations for the project. He is also engaging the respective Oswego Fire and Police Unions to gain support from those groups as well.

Logan Goodbred presented the overview to the Board:

- Create a space where First Responders can be recognized for their service to the community
- Partnering with:
  - Oswego Fire Protection District
  - Oswego Police Department
  - Village of Oswego
- Entails:
  - Brick patio area with a brick or stained concrete pathway leading to the area
    - ✓ 350-400 sq. ft.
  - Engraved paver bricks throughout the memorial
  - 3 flags/flagpoles with lights shining on the them
    - ✓ 20-foot U.S. flag in the middle

- ✓ 15-foot Fallen Firefighter flag; “Red Line” on left or right
- ✓ 15-foot Police Officer flag; “Blue Line” on left or right
- Bronze statues of a firefighter helmet and police hat
- Natural area surrounding the statues with flowers, mulch, etc.
- Misc. limestone outcroppings around the memorial
- Four American flag benches around the outside perimeter
- Plaques for Firefighter/Police Officers for line of duty deaths
- Site:
  - Between Oswego Fire Station #1 and Oswego Police Station off of Woolley Road
  - Right side of fire station training room
- Cost:
  - Roughly \$12,191.00; total will be closer to \$15,000.00
  - Lowering cost by:
    - ✓ Selling engraved bricks to the community
    - ✓ Asking for donations
    - ✓ Asking people to donate time and tools
    - ✓ Using available “green” materials
- Timeline:
  - Get project approved by Scout Board in May 2019
  - Approval date mid-summer; collect funds
  - Order materials and arrange dates sometime in the summer
  - Complete project by late summer, early fall

Oswego Fire Protection District to take care of electricity and the upkeep of the memorial would be coordinated between the Oswego Fire Protection District and Oswego Police Department.

Board and staff discussion focused on upkeep would involve mowing and trimming; wonderful idea; what he needs from the Village Board; support to push the projects and sell bricks; suggested selling the bricks for \$100 instead of \$50; bricks can be customized for a higher price; Veterans Park project may be able to donate bricks to help lower the costs; Trustee West belongs to a Veterans group that meets on Thursdays; Logan could come and present the project; he needs man power and getting the word out; great job presenting. There was no further discussion.

## F.2. Discussion of a Downtown Construction Impact Mitigation Plan

Director Cole addressed the Board regarding the mitigation plan. Construction is expected to begin in the downtown late this spring. In a few years, people will be able to experience the downtown with new independent restaurants, better pedestrian access, and new retail options. In the short term, people will have to deal with construction and its possible negative effects. Staff set out to make an honest assessment of how construction can impact the existing downtown businesses and broader Oswego community and created a plan to limit negative effects and support the downtown business community. She presented the Construction Impact Mitigation Plan (CMP):

- Responsibility of government and what a private business should do
  - It isn't the role of the Village to perform essential operational functions of any business
  - Usually businesses don't want the Village to be involved
  - Need to identify the line between support and overreach
  - Setting businesses up for success
- Types of initiatives that can help businesses; it isn't appropriate for the Village to be involved
  - Construction related promotions where there are discounts or sales events that area businesses put on to attract new customers during the construction period
    - ✓ This is a primary way business can insulate themselves from construction impacts
  - Communication initiatives

- ✓ Substantive informational materials already circulated
- ✓ Holding an open house for the public on March 20<sup>th</sup>
- ✓ Held outreach open houses for downtown businesses to get feedback
- ✓ Sent surveys, letters, and made phone calls to downtown businesses to get feedback and keep them informed
- ✓ Viewing outreach efforts to the businesses as a part of the Business Outreach program
- ✓ Project meetings with the downtown
- ✓ Dedicated email address for downtown outreach
- ✓ Working with GoOswego web developer to create a page on the site that will be easily updated with traffic information or other outward communications
- ✓ Working with the AACVB to continue to market the downtown as a destination
- ✓ New intern is creating GoOswego blog posts and listicles promoting Oswego businesses
- ✓ Putting up signage letting drivers know that the downtown is still open for business
- Promotional activities
  - ✓ 3 out of the 4 workshops in March and April are geared towards marketing and self-promotion
- Parking replacements
- Education
  - ✓ One of the top 3 requests of downtown businesses was assistance in marketing their business
  - ✓ Development centers, SCORE and Oswegrow
- Financial assistance
  - ✓ Dedicating some of the Community Relations advertising budget towards marketing the downtown
- Matrix to assess the practicality and efficiency of each initiative
  - Cost
  - Staff time commitment
    - ✓ Limited staff, time and money
  - Feasibility
  - Connection to the broader community
  - Equitability.
    - ✓ Important because of the number and diversity of the downtown business ecosystem
    - ✓ Wouldn't be fair to preference one business, or a single type of business, over others
- Special Events
  - With the old Alexander Lumber property unavailable, the downtown will no longer have the main source of parking for events
  - Parking and street closures mean it will be difficult, during construction, to host events that require closures on Main Street
  - While events are good for many businesses, others do not like or simply do not benefit from events
  - Street closures on Adams and Jackson and closing Main Street means that several businesses are closed off from access
  - Very important for the Village to be equitable to all businesses in the downtown, prioritize safety, minimize impacts on the residential areas surrounding the downtown and choose the most efficient and effective use of time and money
  - Recommending not to host a Main Street summer festival, in 2019, that requires Main Street to be closed and requires significant parking
  - Expecting street closures for the 2020 event season; will review the events when 2020 approaches
  - Will still hold Christmas Walk with the use of trolleys as an added element of fun and seasonal cheer

CMP is a living document with staff continuing to use it as a framework to build new initiatives that are responsive to changing conditions in the downtown.

Board and staff discussion focused on top priority is the communication piece; got compliments on the newsletter; not having Main Street events makes sense; Country Market still being held; Adams Street will be closed; PrairieFest parade will be allowed; special event process handles the issues of each events; being pro-active with events; re-occurring event applicants have been notified for the past two years of possible construction and the possibility of needing to relocate the events; Christmas Walk more important for the downtown businesses; significant parking burden; when text message communications will be available; surveys showed the businesses preferred email communications; nothing worse for retail is construction; signage and communication is important; biggest impact is events; getting value out of the AACVB publications; a lot of money in digital publications; GoOswego has a tab specific for the downtown; important to put fresh content on the site; AACVB agreed to talk to the Downtown Association. There was no further discussion.

#### **CLOSED SESSION**

There was no Closed Session held.

#### **ADJOURNMENT**

The Committee of the Whole meeting adjourned at 6:37 p.m.

Tina Touchette  
Village Clerk

**MINUTES OF A REGULAR MEETING  
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OSWEGO VILLAGE HALL  
100 PARKERS MILL, OSWEGO, ILLINOIS  
March 5, 2019**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

President Gail Johnson called the meeting to order at 7:00 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; Mark Horton, Finance Director; Rod Zenner, Community Development Director; Corinna Cole, Economic Development Director; Jay Hoover, Building & Zoning Manager; Julie Hoffman, Special Events Coordinator; 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.

**RECOGNITIONS/APPOINTMENTS**

D.1. Character Counts Awards

Dr. Tammy Harmon read the letters of nomination and, along with Village President Johnson, they presented the nominees with an award and had their picture taken.

**PUBLIC FORUM**

Public Forum was opened at 7:06 p.m. There was no one who requested to speak; the Public Forum was closed at 7:06 p.m.

**STAFF REPORTS**

Director Cole- provided a brief update on the Scale Up event that took place at Fire Station #1 on Woolley Road; 18 organizations showed up and were available to small business owners; opportunity to network and make plans; kudos to Julie Hoffman; EDC took this event on as an initiative.

**CONSENT AGENDA**

- G.1. February 19, 2019 Committee of the Whole Minutes
- G.2. February 19, 2019 Regular Village Board Minutes
- G.3. February 19, 2019 Closed Session Minutes (Approve, but Not Release)
- G.4. Ordinance Amending Title 3 Chapter 7; Decrease Class "C" Liquor License for Firehouse Pizza & Pub LLC Located at 65 W. Washington Street. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 19-08**
- G.5. Ordinance Repealing Ordinance No. 18-82 Which Increased a Class "C" Liquor License for Planet Fun Inc. Located at 1501 Mitchell Drive. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 19-09**; it was asked what the difference is between repealing and reducing; repealing references the recitals in the ordinance.
- G.6. Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego; Police Equipment and Police Weapons. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 19-10**

A motion was made by Trustee Perez and seconded by Trustee Kauffman to approve the Consent

Agenda; Approving the February 19, 2019 Committee of the Whole Minutes; Approving the February 19, 2019 Regular Village Board Minutes; Approving, but Not Releasing the February 19, 2019 Closed Session Minutes; minutes reflect the edits to show Trustee Judy Sollinger as absent for the February 19, 2019 meetings; Clerk Touchette has copies of the corrected minutes; and approving the following ordinances:

**Ordinance No. 19-08;** Ordinance Amending Title 3 Chapter 7; Decrease Class "C" Liquor License for Firehouse Pizza & Pub LLC Located at 65 W. Washington Street. (First Read of Ordinance, Waiver of Second Read)

**Ordinance No. 19-09;** Ordinance Repealing Ordinance No. 18-82 Which Increased a Class "C" Liquor License for Planet Fun Inc. Located at 1501 Mitchell Drive. (First Read of Ordinance, Waiver of Second Read)

**Ordinance No. 19-10;** Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego; Police Equipment and Police Weapons. (First Read of Ordinance, Waiver of Second Read)

Aye: Ryan Kauffman  
Pam Parr  
Judy Sollinger

Karin McCarthy-Lange  
Luis Perez  
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 March 5, 2019 in the Amount of \$1,077,762.38.

A motion was made by Trustee Kauffman and seconded by Trustee Perez to approve the Bill List Dated March 5, 2019 in the Amount of \$1,077,762.38.

Aye: Ryan Kauffman  
Pam Parr  
Judy Sollinger

Karin McCarthy-Lange  
Luis Perez  
Joe West

Nay: None

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

### **OLD BUSINESS**

There was no Old Business.

### **NEW BUSINESS**

J.1. Resolution Amending the Sale Listing Agreement with CBRE, Inc for the Sale of 3525 U.S. Highway 34. **Resolution No. 19-R-08**

Director Cole addressed the Board regarding an amended sale listing agreement. In February of last year, the Village entered into an agreement with CBRE to represent the Village in the marketing and sale of the old Police Station. The agreement was in effect for a year and expired on February 21<sup>st</sup>, 2019. A resolution was drafted for consideration of an amendment to extend the agreement for another year. The broker fee remains set at 6% of the sale price, which is in line with industry standards. During the last year, CBRE has marketed the building with 34 email marketing blasts, individual outreach and in other formats. The site has been shown to five interested parties and continue to have interest on the site.

It is a difficult site, given that it is a former police station with a jail that would need to be renovated for most other uses. The limited parking can be a challenge to certain uses that require more. CBRE has done a good job in representing the Village's interests and marketing the site.



Board and staff discussion focused other marketing plans; individual outreach; best suited to a local entity; unique site; good success with CBRE versus another broker; no complaints with CBRE; CBRE contacts staff frequently; would like to hear about site visits in the weekly report; whether there are any measurables; will take someone thinking out of the box for the use of the site; what else can staff be doing to update the Board throughout the year. There was no further discussion.

A motion was made by Trustee Kauffman and seconded by Trustee Perez to approve a Resolution Amending the Sale Listing Agreement with CBRE, Inc for the Sale of 3525 U.S. Highway 34.

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. New Police Headquarters Construction:

- a) Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-0004 to the Steel Contract with Lenex Steel Company in an Amount not to Exceed \$5,089.00 for the Construction of the New Police Headquarters Project and The Waiving of the Competitive Public Bidding Requirement. **Resolution No. 19-R-09**
- b) Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-0004 to the Roofing Contract with Sterling Roofing in an Amount not to Exceed \$4,278.43 for the Construction of the New Police Headquarters Project and The Waiving of the Competitive Public Bidding Requirement. **Resolution No. 19-R-10**
- c) Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-0004 to the Metal Panel Contract with Bennett & Brosseau, Inc. in an Amount not to Exceed \$16,566.94 for the Construction of the New Police Headquarters Project and The Waiving of the Competitive Public Bidding Requirement. **Resolution No. 19-R-11**
- d) Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-0004 to the Drywall Contract with Champion Drywall, Inc. in an Amount not to Exceed \$1,974.00 for the Construction of the New Police Headquarters Project and The Waiving of the Competitive Public Bidding Requirement. **Resolution No. 19-R-12**
- e) Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-004 to the Electrical Contract with Excel Electric, Inc. in an Amount not to Exceed \$2,533.75 for the Construction of the New Police Headquarters Project and The Waiving of the Competitive Public Bidding Requirement. **Resolution No. 19-R-13**
- f) Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-0004 to the HVAC Contract with C. Acitelli Heating in an Amount not to Exceed \$42,013.51 for the Construction of the New Police Headquarters Project and The Waiving of the Competitive Public Bidding Requirement. **Resolution No. 19-R-14**
- g) Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-0004 to the Flooring Contract with Kingston Tile in an Amount not to Exceed \$811.00 for the Construction of the New Police Headquarters Project and The Waiving of the Competitive Public Bidding Requirement. **Resolution No. 19-R-15**

Chief Burgner addressed the Board regarding change orders for the new Police Headquarters. Currently, the two boilers and two hot water heaters exhaust flu gases through ductwork out the

Woolley Road side of the building. Once both systems became operational, police department and Gilbane Building Company staff noticed a large amount of moisture building up on the south elevation of the first and second floor which was caused by the hot moist air exhausting from the boilers and hot water heaters. It was also determined that the flu gases were not properly exhausting the building causing the system to not function properly. Police department and Gilbane Building Company staff immediately notified HOK of the issue. HOK and their subcontracted engineering firm assessed the issues and agreed that there was a design issue with the location of the exhaust ducts as well as the functionality. The HVAC contractor, with input from Gilbane and HOK, was able to create a temporary mitigation plan to ensure one boiler would function while addressing the flu gas issue. HOK provided a redesign of the boiler and hot water heater exhaust ducts that required them to be run through the building to the roof. They vetted this approach and determined that this solution would address both issues. Once redesign drawings were issued, Gilbane Building Company obtained pricing from the trades that were affected by the redesign.

Village staff engaged HOK in conversations regarding the cost for the labor and materials for the redesign of the boiler and hot water heater exhaust. HOK has committed, in writing, that they will cover the cost of the labor and materials for the trade contractors to complete the work. Those cost are as follows:

<b>Trade Work</b>	<b>Cost</b>
Steel	\$5,089.00
Roofing	\$4,278.43
Metal Panels	\$16,566.94
Drywall	\$1,974.00
Flooring	\$811.00
HVAC	\$42,013.51
Electrical	\$2,533.75
<b>Total</b>	<b>\$73,266.63</b>

HOK is still in discussions with the subcontracted engineering firm and Gilbane Building Company regarding Gilbane Building Company fees and labor for managing the construction of this redesign work.

Board and staff discussion focused on Gilbane will oversee the work and HOK will reimburse the Village; there may be another change order in the future; Steve Raasch has been helpful. 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 #OCO-0004 to the Steel Contract with Lenex Steel Company in an Amount not to Exceed \$5,089.00; approve a Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-0004 to the Roofing Contract with Sterling Roofing in an Amount not to Exceed \$4,278.43; approve a Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-0004 to the Metal Panel Contract with Bennett & Brosseau, Inc. in an Amount not to Exceed \$16,566.94; approve a Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-0004 to the Drywall Contract with Champion Drywall, Inc. in an Amount not to Exceed \$1,974.00; approve a Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-004 to the Electrical Contract with Excel Electric, Inc. in an Amount not to Exceed \$2,533.75; approve a Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-0004 to the HVAC Contract with C. Acitelli Heating in an Amount not to Exceed \$42,013.51; and approve a Resolution Authorizing Gilbane Building Company to Execute Change Order #OCO-0004 to the Flooring Contract with Kingston Tile in an Amount not to Exceed \$811.00 for the Construction of the New Police Headquarters Project and The Waiving of the Competitive Public Bidding Requirement.

Aye: Ryan Kauffman  
Pam Parr  
Judy Sollinger

Karin McCarthy-Lange  
Luis Perez  
Joe West

Nay: None

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

### **PRESIDENT'S REPORT**

Kudos to the Scale Up event; people were delighted; vendors enjoyed the event.

### **TRUSTEE REPORTS**

Trustee West- impressed with Logan Goodbred; wish him success.

Trustee Perez- in the closing of events, due to construction, it is always tough; moving from an economic development team to a marketing team; strength of the community; confident we will be alright.

Trustee Parr- State of the Village was great; kudos to everyone involved.

### **CLOSED SESSION**

There was no Closed Session held.

### **ADJOURNMENT**

A motion was made by Trustee Kauffman and seconded by Trustee Parr to adjourn the meeting; upon a voice vote with all remaining members present voting aye, the meeting was adjourned at 7:24 p.m.

Tina Touchette  
Village Clerk



## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** March 19, 2019

**SUBJECT:** Annual Adoption of the Official Zoning Map - 2019

**ACTION REQUESTED:**

Ordinance Adopting the Official Village of Oswego Zoning Map (First Read of Ordinance, Waiver of Second Read)

**BOARD/COMMISSION REVIEW:**

N/A

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
N/A		

**DEPARTMENT:** Community Development

**SUBMITTED BY:** Rod Zenner, Community Development Director

**FISCAL IMPACT:**

Not Applicable

**BACKGROUND:**

The Illinois Municipal Code (65 ILCS 5/11-13-19) requires municipal authorities to annually publish an Official Zoning Map each year by March 31<sup>st</sup>. The proposed changes to the Official Zoning Map are a result of cases that were reviewed by the Planning and Zoning Commission and approved by the Village Board throughout the course of the past year. Staff will continue to update the map throughout the year whenever a change in zoning or the Village's boundary is approved by the Village Board.

**DISCUSSION:**

Since the last approval of the zoning map in March of 2018, the following ordinances were approved by the Village Board:

- Ordinance #18-18 – 8 E. Merchants Drive – approving a Special Use Permit for cigar, cigarette, and tobacco sales in the B-3 District (Tobacco Plus More).
- Ordinance #18-21 – Oswego Police Facility – approving a Special Use Permit to allow for a communications tower in the B-3 District (Oswego Police Facility).
- Ordinance #18-26 – 4100 Route 71 – Rezoning from R-1 Single Family Residence District to B-3 Commercial Service and Wholesale District.
- Ordinance #18-27 – 5<sup>th</sup> and Yoakum Boulevard - Repealing an ordinance granting a Special Use Permit for a rest home/nursing home (Vitality).
- Ordinance #18-28 – 58 Main Street – approving a special use permit for a liquor store (Market 7).
- Ordinance #18-30 – 1565 and 1567 Route 34 – repealing a special use permit for an amusement establishment (BJ's Shooting).
- Ordinance #18-32 – 91 Templeton Drive – approving a special use permit for a day care center (The Learning Experience).
- Ordinance #18-36 – 1250 Douglas Road – approving a special use permit for a car wash (Mason Square Car Wash).
- Ordinance #18-39 – 106 Pfund Court – approving a special use permit for a cemetery.
- Ordinance #18-68 – 1600 Douglas Road – approving a special use permit for an amusement establishment (Altitude Trampoline Park).
- Ordinance #18-69 – 52 North Adams Street – approving a special use permit for a community support group (New Horizons).
- Ordinance #18-77 – 2408 Route 34 – approving a special use permit for an amusement establishment (Gravity 34).
- Ordinance #18-81 – 240 N. Merchants Drive – approving a special use permit for a day care center (Children's Road to Success).

**RECOMMENDATION:**

Staff recommends approval of the Ordinance Adopting the Official Village of Oswego Zoning Map (First Read of Ordinance, Waiver of Second Read).

**ATTACHMENTS:**

- Ordinance
- Exhibit A: Zoning Map

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

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**ORDINANCE NO. 19 -- \_\_**

**AN ORDINANCE ADOPTING THE OFFICIAL VILLAGE OF OSWEGO ZONING MAP**

**Official Zoning Map for 2019**

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**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.

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**AN ORDINANCE ADOPTING THE OFFICIAL VILLAGE OF OSWEGO ZONING MAP**

**Official Zoning Map for 2019**

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

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

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

**WHEREAS**, the Village of Oswego approves rezonings and special uses under its Home Rule powers through the approving of Ordinances; and

**WHEREAS**, The Village of Oswego reflects the approved rezoning and special use ordinances on an Official Zoning Map; and

**WHEREAS**, the Village approves an Official Zoning Map annually; and

**WHEREAS**, the Village has prepared a new Official Zoning Map to reflect the rezonings and special uses that have been approved by the Village Board from March of 2018 until March of 2019.

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

**Section 1:** That the recitals set forth above are incorporated here by reference, that the Village of Oswego’s Official Zoning Map for 2019 identified as Exhibit “A” is approved.

**Section 2: SEVERABILITY**

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

**Section 3: REPEALER**

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

**Section 4: EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_\_ day of \_\_\_\_ 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)     SS



AND WILL

**CLERK'S CERTIFICATE**  
**(ORDINANCE)**

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

**AN ORDINANCE ADOPTING THE OFFICIAL VILLAGE OF OSWEGO ZONING MAP**

**Official Zoning Map for 2019**

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.

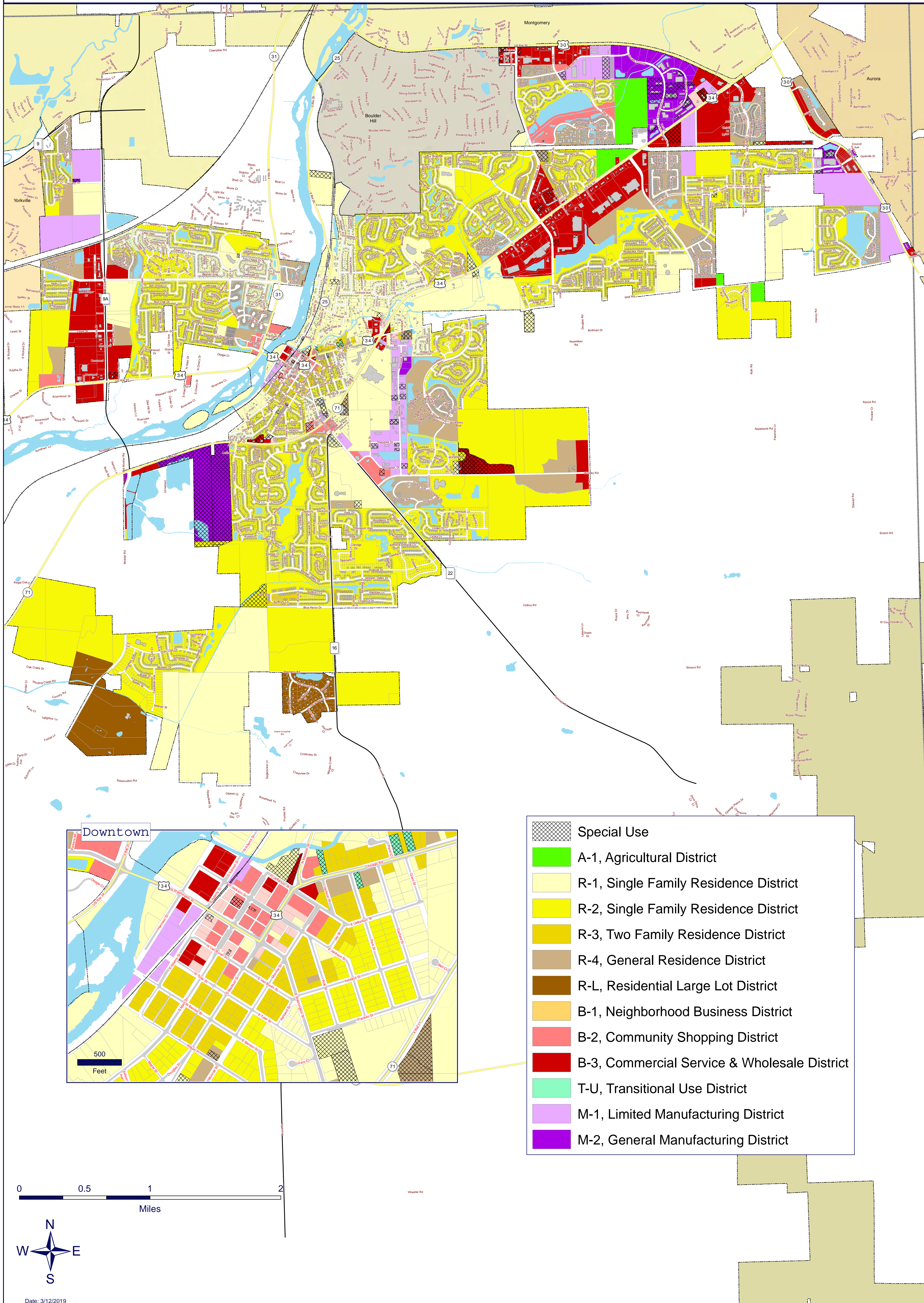
IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Tina Touchette, Village Clerk  
Village of Oswego

(Seal)



# Zoning



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.



## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** March 19, 2019

**SUBJECT:** Disposal of Surplus Property

**ACTION REQUESTED:**

Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego. (First Read of Ordinance; Waiver of Second Read).

**BOARD/COMMISSION REVIEW:**

N/A

**ACTION PREVIOUSLY TAKEN:**

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

**DEPARTMENT:** Administration

**SUBMITTED BY:** Carri Parker, Purchasing Manager

**FISCAL IMPACT:**

The Purchasing Manager will donate, sell, scrap or dispose of all pieces of items listed in Exhibit A. The money recovered will be credited to the General Fund.

**BACKGROUND:**

In 2018, after completing the Vehicle Replacement Evaluation Form, it was evident that vehicle known as PW 11 was in need of replacement in accordance with the Vehicle Replacement Policy having a score of 29. Staff then proceeded with the authorization for its replacement which was approved on April 17, 2018 (resolution 18-R-26 – Exhibit A). Staff is requesting the approval to dispose of this vehicle in accordance with the Village Ordinance.

**DISCUSSION:**

This vehicle is being requested for disposal as it is used primarily for snow removal operations and is underutilized during the warmer months due to the high sides of the dump body. Due to the heavy use of this vehicle in the winter, the vehicle would sit during the summer resulting in the vehicle sustaining significant damage.



Existing PW 11

According to the Vehicle Replacement Policy, each vehicle should be evaluated annually as part of the budget process. This vehicle was evaluated, and due to its age and condition, the vehicle is recommended for replacement in accordance with the policy. The vehicle does hold some value and staff will attempt to sell the vehicle for top dollar to obtain as much revenue as possible.

**RECOMMENDATION:**

Staff recommends the approval of an ordinance declaring this item as surplus and direct the Purchasing Manager to dispose of the item through auction or other online transaction types.

**ATTACHMENTS:**

- Ordinance
- Exhibit A – Resolution 18-R-26 Purchase 2018 International Chassis, Snow Plow and Dump Body
- Exhibit B – Vehicle Replacement Evaluation Form

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

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**ORDINANCE NO. 19-- \_\_**

**AN ORDINANCE  
AUTHORIZING THE DISPOSAL OF SURPLUS PROPERTY  
OWNED BY THE VILLAGE OF OSWEGO, KENDALL & WILL COUNTIES, ILLINOIS**

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

This 19<sup>th</sup> day of March 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 March 19, 2019.

**AN ORDINANCE  
AUTHORIZING THE DISPOSAL OF SURPLUS PROPERTY  
OWNED BY THE VILLAGE OF OSWEGO, KENDALL & WILL COUNTIES, ILLINOIS**

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

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

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

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

**WHEREAS**, the Village of Oswego is the owner of this property which no longer serves a useful purpose; and

**WHEREAS**, the Village wished to dispose of said property as described on Exhibit A attached hereto.

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

**Section 1:** That pursuant to authority granted the Village and the findings of the Village corporate authorities, the Village Administrator is hereby authorized to dispose of the surplus property described on Exhibit A by sale or auction.

**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 5<sup>th</sup> day of February 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 19<sup>th</sup> day of March 2019.

\_\_\_\_\_  
GAIL E. JOHNSON, VILLAGE PRESIDENT

\_\_\_\_\_  
TINA TOUCHETTE, VILLAGE CLERK

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

**CLERK'S CERTIFICATE**

**(ORDINANCE)**

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will 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  
AUTHORIZING THE DISPOSAL OF SURPLUS PROPERTY  
OWNED BY THE VILLAGE OF OSWEGO, KENDALL & WILL COUNTIES, ILLINOIS**

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the 19<sup>th</sup> day of March 2019, approved by the Village President on the 19<sup>th</sup> day of March 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 19<sup>th</sup> day of March 2019.

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Tina Touchette, Village Clerk  
Village of Oswego

(Seal)



**RESOLUTION NO. 18 - R - 26**

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**RESOLUTION AUTHORIZING WAIVING COMPETITIVE SEALED BIDS AND PURCHASE  
OF A 2018 INTERNATIONAL 4300 CHASSIS FROM RUSH TRUCK CENTER IN THE  
AMOUNT OF \$75,950.00 AND THE PURCHASE OF A SNOW PLOW AND DUMP BODY  
FROM BONNELL INDUSTRIES IN THE AMOUNT OF \$68,100.00**

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**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 agreements substantially in the form attached hereto marked as "Exhibit A" and "Exhibit B".

**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 WAIVING SEALED BIDS AND AGREEMENTS**

The Village President and Village Board of Trustees hereby waives sealed bids and authorizes and directs the the Village Administrator to execute on behalf of the Village of Oswego a contract with Rush Truck Center for an International 4300 Dump Truck substantially in the form attached as "Exhibit A."

The Village President and Village Board of Trustees hereby waives sealed bids and authorizes and directs the the Village Administrator to execute on behalf of the Village of Oswego a contract with Bonnell Industries for a snow plow and dump body substantially in the form attached as "Exhibit B."

### **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 17<sup>th</sup> day of April 2018.

RYAN KAUFFMAN	<u>AYE</u>	JUDY SOLLINGER	<u>ABSENT</u>
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KARIN MCCARTHY-LANGE	<u>AYE</u>	LUIS PEREZ	<u>ABSENT</u>
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PAM PARR	<u>AYE</u>	JOE WEST	<u>AYE</u>
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**APPROVED** by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 17<sup>th</sup> day of April 2018.



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 WAIVING COMPETITIVE SEALED BIDS AND PURCHASE  
OF A 2018 INTERNATIONAL 4300 CHASSIS FROM RUSH TRUCK CENTER IN THE  
AMOUNT OF \$75,950.00 AND THE PURCHASE OF A SNOW PLOW AND DUMP BODY  
FROM BONNELL INDUSTRIES IN THE AMOUNT OF \$68,100.00**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 17<sup>th</sup> day of April 2018, and thereafter approved by the Village President on the 17<sup>th</sup> day of April 2018.

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 18<sup>th</sup> day of April 2018.

*Tina Touchette*

\_\_\_\_\_  
Tina Touchette, Village Clerk  
Village of Oswego



Vehicle #	11	Year	2004	VILLAGE OF OSWEGO		
Make	Sterling	Model	Acterra			
Miles	32,324	Hours	3,000	Vehicle Replacement Guideline Evaluation Form		
Original \$	78,370.00	in (date)	11/05/2003			
Budgeted Replacement \$	\$150,000.00			Replacement Point Range:		
Sale / Auction / Estimated Trade-in \$	\$18,000.00			Under 18 points	Condition I	Excellent
Life Expectancy	12			18 - 22 points	Condition II	Good
Type of Service	5-Yard Dump/Plowing/Anti-Ice			23 - 27 points	Condition III	Qualifies for replacement
Division	Public Works			28+ points	Condition IV	High priority replacement

FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	14
MILES / HOURS	1	Each 10,000 miles of usage	4
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	4
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police administration	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	2
	2	In shop one time within a three month time period, 1 breakdown or road call within a three month period	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within the same time period	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are $\leq$ 10% of purchase cost	2
	2	Maintenance costs (cumulative total) are $\leq$ 25% of purchase cost	
	3	Maintenance costs (cumulative total) are $\leq$ 45% of purchase cost	
	4	Maintenance costs (cumulative total) are $\leq$ 60% of purchase cost	
	5	Maintenance costs (cumulative total) are $\geq$ 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	3
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a good drive train	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and one drive train component bad	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, major damage from add-on equipment	
<b>TOTAL</b>			<b>29</b>

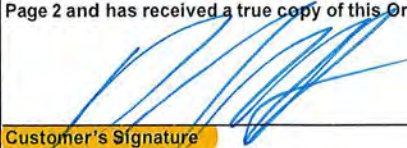




Rush Truck Center, Chicago  
4655 S. Central Ave  
Chicago, IL 60638  
708-496-7500

rushtruckcenters.com

# Retail Sales Order

SALES ORDER		Date 04/20/2018	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		VILLAGE OF OSWEGO	
Make International	Series 4300-SBA-4X2	Customer's Name	100 THEODORE DRIVE
Year 2019	Body Type CHASSIS ONLY	City	OSWEGO IL 60543
Color PINK	Trim STANDARD	State	
Serial #		Zip	
Stock #		Federal Tax ID #	(630) 554-3242
To be delivered on or about		Business Phone	
CHASSIS SPECIFICATIONS AS LISTED IN		Purchaser's Name	
SALES PROPOSAL # 14330 Dated 03/30/2018		Street	
		City	
		State	
		Zip	
		Federal Tax ID #	
		Business Phone	
		Fax	
		By Salesman	
		Truck Will be Titled in	Kendall County.
CHASSIS TO BE DROP SHIPPED/ DELIVERED		LIENHOLDER INFORMATION	
TO BONNELL INDUSTRIES IN DIXON, IL		Date of Lien	
		Lien Holder	
CHASSIS AMOUNT DUE WITHIN 30 DAYS OF DELIVERY			
Sales Price	75,683.00		
Factory Paid F.E.T.	0.00		
F.E.T. Tire Credit	0.00	Draft Through	
Total Factory Paid F.E.T.	0.00		
Optional Extended Warranties	0.00		
Sub-Total	75,683.00		
Dealer Paid F.E.T. *	0.00	Manufacturer Rebate	
Local Taxes	0.00	Total Used Vehicle Allowance *	
License, Transfer, Title, Registration Fee	103.00	Less Total Balance Owed	
Documentary Fee	164.00	Total Net Allowance on Used Vehicle(s)	
Total Cash Delivered Price	75,950.00	Deposit or Credit Balance	
Total Down Payment	0.00	Cash with Order	
Unpaid Cash Balance Due on Delivery	75,950.00	0.00	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.		*See Trade-in details on page 4	
The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.		Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		Customer's Signature  Date 4/20/18	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER		OFFER RECEIVED BY: SALES REPRESENTATIVE Date	
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.		OFFER ACCEPTED BY: AUTHORIZED REPRESENTATIVE Date	
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.			
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.			





Rush Truck Centers, Chicago  
4655 S. Central Ave  
Chicago, IL 60638  
708-496-7500

rushtruckcenters.com

## Retail Sales Order

1. **Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

### 2. WARRANTY DISCLAIMERS AND LIMITATIONS

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

**NO OTHER WARRANTIES.** EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

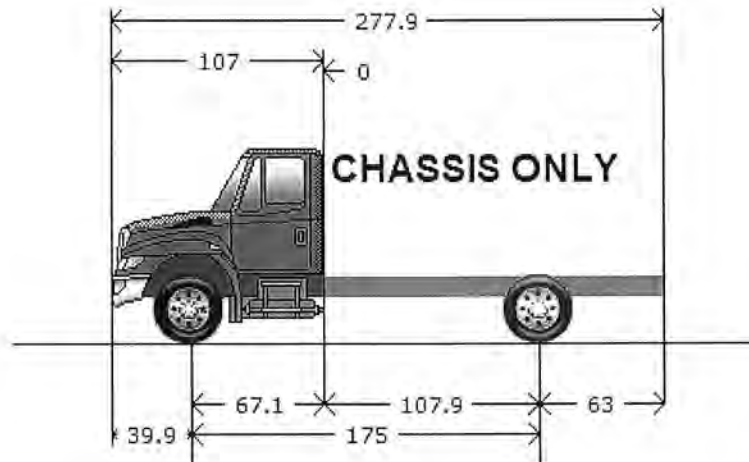
Customer Initial

PPH 50



**Prepared For:**  
 VILLAGE OF OSWEGO PUBLIC  
 ANTHONY BAVUSO  
 100 THEODORE DRIVE  
 Oswego, IL 60543-  
 (630)554 - 3242  
 Reference ID: NON - N.J.P.A.

**Presented By:**  
 RUSH TRK CTR OF N IL  
 David R Mueller  
 4655 S CENTRAL AVE.  
 CHICAGO IL 606381547  
 708-496-7500



**Model Profile**  
**2019 4300 SBA 4X2 (MA025)**

<b>MISSION:</b>	Requested GVWR: 28000. Calc. GVWR: 30000
<b>DIMENSION:</b>	Wheelbase: 175.00, CA: 107.90, Axle to Frame: 63.00
<b>ENGINE, DIESEL:</b>	{Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer 21060S} Single Reduction, 21,000-lb Capacity, 190 Wheel Ends Gear Ratio: 5.57
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 265/70R19.5 Load Range G UNISTEEL G159 (GOODYEAR), 606 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 265/70R19.5 Load Range G X MULTI Z (MICHELIN), 611 rev/mile, 75 MPH, All-Position
<b>SUSPENSION, REAR, AIR, SINGLE:</b>	{Hendrickson HAS 230} 23,000-lb Capacity, 9.5" Ride Height, with Shock Absorbers
<b>PAINT:</b>	Cab schematic 100GA Location 1: 2638, Hot Pink (Custom) Chassis schematic N/A

**Description**

Base Chassis, Model 4300 SBA 4X2 with 175.00 Wheelbase, 107.90 CA, and 63.00 Axle to Frame.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 460.0" (11684mm) Maximum OAL

BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness

WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 24/30 Spring Brake

BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM S-Cam; 15.0" x 8.63"; Includes 24/30 Sq. In. Long Stroke Brake Chambers and Spring Actuated Parking Brake

AIR COMPRESSOR {Cummins} 18.7 CFM Capacity

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust

MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel

EXHAUST HEIGHT 8' 10"

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Standard or Sleeper Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

BATTERY BOX Steel with Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab



Description

JUMP START STUD Remote Mounted

HORN, AIR Black, Single Trumpet, Air Solenoid Operated

HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

GRILLE Chrome

FRONT END Tilting, Fiberglass, with Three Piece Construction

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PAINT CLASS Single Custom Color

CUSTOMER IDENTITY for National Joint Powers Alliance

PROMOTIONAL PACKAGE Government Silver Package

MUD FLAPS, FRONT WHEELS (2) Rubber, Behind Front Wheels, Mounted on Fender Extension

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE, DIESEL {Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)

VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty

FAN DRIVE {Horton Drivemaster} Automatic On/Off Type, with Normally Closed Temperature Control

RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler. with In-Tank Transmission Cooler

AIR CLEANER with Service Protection Element

FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2018

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines

EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

TRANSMISSION SHIFT CONTROL {Allison} Bump Shifter Type; for Allison 3000 & 4000 Transmission

**Description**

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

PTO LOCATION Left Side of Transmission

SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab

AXLE, REAR, SINGLE {Dana Spicer 21060S} Single Reduction, 21,000-lb Capacity, 190 Wheel Ends . Gear Ratio: 5.57

SUSPENSION, REAR, AIR, SINGLE {Hendrickson HAS 230} 23,000-lb Capacity, 9.5" Ride Height, with Shock Absorbers

SUSPENSION LEVELING VALVE Dual Height; One Additional, for Air Ride Suspension

FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), with Quick Connect Outlet, Mounted Left Side, Under Cab

DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional

GAUGE CLUSTER English with English Electronic Speedometer

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel Mounted in Instrument Panel

IP-CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

GAUGE, DEF FLUID LEVEL

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) {Lang Mekra} Rectangular, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing

CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") with Cab Air Suspension

AIR CONDITIONER {Blend-Air} with Integral Heater & Defroster

INSTRUMENT PANEL Center Section, Flat Panel

HVAC FRESH AIR FILTER

STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB INTERIOR TRIM Deluxe

WHEELS, FRONT {Accuride} DISC; 19.5x7.50 Rims, Polished Aluminum; 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Accuride} DUAL DISC; 19.5x7.50 Rims, Polished Aluminum Outer Wheel 10-Hand Hole, Steel Inner Wheel 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

(4) TIRE, REAR 265/70R19.5 Load Range G X MULTI Z (MICHELIN), 611 rev/mile, 75 MPH, All-Position

(2) TIRE, FRONT 265/70R19.5 Load Range G UNISTEEL G159 (GOODYEAR), 606 rev/mile, 75 MPH, All-Position

Cab schematic 100GA

**Description**

Location 1: 2638, Hot Pink (Custom)

Chassis schematic N/A

**Services Section:**

WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P

SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1, (Truck Application Only)

SRV CONTRACT, EXT CMMS AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins B6.7 Aftertreatment Coverage. For Use when Protection Plan 1 of Equal or Greater Duration is Purchased (Truck Application Only)

Municipal License Plates & Title Fee

Rear Tires

# Quote

Quote Number: 0118979  
Quote Date: 4/2/2018

Bill To: 0008759  
VILLAGE OF OSWEGO  
100 PARKERS MILL  
OSWEGO, IL 60543

Ship To: 01  
VILLAGE OF OSWEGO  
100 THEODORE DR  
OSWEGO, IL 60543

Phone: (630) 551-2327 Fax: (630) 554-8752 jgatske@oswegoil.org

Phone:  
Fax:

Confirm To: ANTHONY BAVUSO

Comment: 2017 LOW PRO TRUCK PACK

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	6/21/2020

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	TRUCK PACKAGE	68,100.00	68,100.00

APPLICATION NEW SINGLE AXLE LOW PRO CAB AND CHASSIS WITH 85' CAB TO AXLE MEASUREMENT, FRONT FRAME EXTENSIONS, ALLISON 3000 AUTOMATIC TRANSMISSION WITH PTO PROVISIONS, FACTORY PLOW LIGHT PLUG, FACTORY GROUND SPEED CONNECTION POINT.

## THIS PACKAGE TO INCLUDE:

- 1- GALION 10' U133USDDS 304 #4 STAINLESS STEEL DUMP BODY
- 1- CROSS-MEMBERLESS DESIGN
- 1- GALION C5615T-11 DOUBLE ACTING UNDERBODY HOIST
- 1- 3/16" STAINLESS STEEL LONG SILLS
- 1- 22" 304 #4 STAINLESS STEEL CAB SHIELD
- 1- 3/16" AR400 FLOOR
- 1- 24" 10 GA. 304 #4 STAINLESS STEEL FRONT
- 1- 18" 10 GA. 304 #4 STAINLESS STEEL DROP SIDES
- 1- 24" 10 GA. 304 #4 STAINLESS STEEL TAILGATE
- 1- 304 #4 STAINLESS STEEL REAR CORNER POSTS
- 1- SINGLE PANEL ELECTRIC OVER AIR TAILGATE
- 1- BONNELL FOLDING LADDER DRIVER SIDE
- 1- GREASEABLE LINKAGE AND HINGE POINTS
- 1- ONE PAIR BON-000731 FRONT FLAPS WITH T-BRACES
- 1- ONE PAIR BON-000731 REAR FLAPS
- 1- STAINLESS STEEL SHOVEL HOLDER UNDER BODY ON DRIVERS SIDE
- 1- REMOVABLE OAK SIDE BOARDS PAINTED TO MATCH CAB TAPERED FROM 14" IN FRONT TO 6" AT REAR WITH ANGLE BRACKETS AT FRONT AND REAR (SEE SPEC)
- 1- COUGAR DC-1600 12 VOLT VIBRATOR
- 1- STAINLESS STEEL TAILGATE PROPS/SHIELD COMBOS
- 1- UPPER BODY LEFT UNPAINTED
- 1- UNDER BODY PAINTED BLACK

## CENTRAL HYDRAULIC SYSTEM

- 1- OMFB HOT SHIFT PTO
- 1- FORCE TXV32 "LOAD SENSE" HYDRAULIC PUMP
- 1- ADD A FOLD HYDRAULIC VALVE TO OPERATE HOIST, PLOW, AUGER, SPINNER, AND PRE-WET
- 1- FORCE 5100EX-ULTRA ELECTRIC SPREADER CONTROLLER
- 1- BONNELL B530SL-X 12 30 GA. STAINLESS STEEL HYDRAULIC TANK WITH LIT-1250-10WR RETURN FILTER
- 1- BONNELL BON-038793SS STAINLESS STEEL HYDRAULIC VALVE ENCLOSURE
- 1- HP17125VG30 HIGH PRESSURE FILTER
- 1- FORCE C11916 PRESSURE RELEASE CUSHION VALVE
- 1- VCMS-184SS LOW OIL / HIGH TEMP AUTO SHUT DOWN SYSTEM



**BONNELL**  
INDUSTRIES INC  
TRUCK & ROAD EQUIPMENT

1385 Franklin Grove Rd  
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Page 2 of 6

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Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
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Ordered	Unit	Item Number	Each Price	Extended Price
		1- BRASS COUPLERS		
		1- ALL REQUIRED PLUMBING		
		BONNELL CUSTOM CONSOLE		
		1- BONNELL CONSOLE FOR FORCE ULTRA-CONTROLLER		
		1- FORCE 5100EX-ULTRA CLOSED LOOP ELECTRIC SPREADER CONTROLLER		
		1- 7" CAMERA DISPLAY WITH SPREADER CONTROL DISPLAY ON DOUBLE SCREEN MOUNT		
		1- BONNELL VCMS-184SS DIGITAL SWITCH PANEL		
		1- REE-83500 12 VOLT BRAKE CONTROLLER		
		ELECTRICAL SYSTEM:		
		1- BONNELL IGNITION ACTIVATED BATTERY DISCONNECT RELAY SYSTEM		
		1- MINI FUSE CIRCUIT PROTECTION PANEL		
		1- VCMS-184SS ELEVEN SWITCH WARNING LIGHT PANEL		
		1- BONNELL WIRE HARNESSES TO INCLUDE		
		* BON-008848 IGNITION HARNESS WITH VCM-04-03MF 3 MINUTE TIMER		
		* BON-002789 CHASSIS HARNESS		
		* BON-008514 JUNCTION BOX		
		* BON-002814 BODY HARNESS		
		* BON-002823 LONG SILL HARNESS		
		* BON-002817 CAB SHIELD HARNESS		
		* BON-008774 REAR HITCH HARNESS		
		LIGHTING SYSTEM:		
		1- ONE PAIR ABL HALOGEN FLOW LIGHTS ON STAINLESS HOOD BRACKETS		
		1- TWO PAIR ECCO-3920A AMBER FLASHERS ON CAB SHIELD FACING FRONT EVENLY SPACED		
		1- ONE ECCO-ED3777AW 180 DEGREE AMBER / WHITE FLASHER ON EACH SIDE OF CAB SHIELD		
		1- ONE PAIR ECCO-3965AC AMBER/WHITE FLASHERS ON CAB SHIELD FACING REAR		
		1- ONE PAIR PM-M820R-10 S/T/T LIGHTS ON CAB SHIELD FACING REAR		
		1- ONE ECCO-3965AC AMBER/WHITE FLASHER IN EACH REAR POST		
		1- ONE PM-M820R-10 S/T/T LIGHT IN EACH REAR POST		
		1- ONE PM-M192R MARKER LIGHT ON SIDE OF EACH REAR POST		
		1- ONE M20343R ICC THREE LIGHT BAR ON REAR HINGE		
		1- ONE PAIR PM-M817R-9 4" ROUND S/T/T LIGHTS RECESSED IN REAR HITCH		
		1- ONE PM-M820C-10 6" OBLONG REVERSE LIGHT RECESSED IN REAR HITCH		
		1- ONE NAP-12250304 LICENSE PLATE LIGHT ON REAR HITCH		
		1- ONE VEL-897112 BACK UP ALARM		
		1- ONE WAY-37676 RV STYLE TRAILER PLUG		



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Page 3 of 5

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Phone:  
Fax:

Confirm To: ANTHONY BAVUSO

Comment: 2017 LOW PRO TRUCK PACK

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	8/21/2020

Ordered	Unit	Item Number	Each Price	Extended Price
---------	------	-------------	------------	----------------

1- ONE ABL LED SPINNER LIGHT

REAR HITCH

1- BONNELL A36 3/4" STEEL REAR PLATE HITCH  
1- 2-1/2" RECEIVER TUBE  
1- ONE PAIR PM-M817R-9 4" ROUND S/T/T LIGHTS  
1- ONE PM- M820C-10 6" OBLONG REVERSE LIGHT  
1- ONE POLLAK RV TRAILER PLUG  
1- ONE PAIR ORR-H-9402 5/8" STEEL D-RINGS

CAMERA SYSTEM:

1- ONE ECCO-EC7000-QK  
1- 7" DISPLAY WITH SPLIT SCREEN CAPABILITIES  
1- EXPANDABLE TO 4 CAMERAS

1.00 EACH

CAB SHIELD

CAB SHIELD - CUSTOM FABRICATED FOR SPECIFIED TRUCK AND BODY  
CONFIGURED AS FOLLOWS:

\*MATERIAL IS TO BE 304 STAINLESS STEEL  
\*PAN WIDTH- 22"  
\*WIDTH- DETERMINED  
\*HEIGHT TO BE DETERMINED TO BOTTOM OF PAN  
\*4 FRONT FACING EVENLY SPACED OBLONG LIGHT HOLES  
\*4 REAR FACING OBLONG LIGHT HOLES  
\*1 SIDE FACING OBLONG LIGHT HOLE IN EACH SIDE FACING OUT  
\*UNPAINTED  
\*STAINLESS STEEL TO BE ELECTROCHEMICALLY CLEANED AND PASSIVATED

1.00 EACH

PLOW HITCH

HITCH FOR SNOW PLOW  
PLOW HITCH FOR A PETERBILT OR KENWORTH  
TYPE OF MOUNT - HEAVY FRONT FRAME -SIDE PLATES  
TYPE OF HITCH FRAME - UTILITY FRAME  
CYLINDER SIZE AND TYPE - 3X6 DOUBLE ACTING  
TYPE OF PLOW HOOKUP - TWO PIN (SWIVEL BAR ON PLOW)  
CUSHION VALVE NOT INCLUDED  
TYPE OF LIGHT BRACKETS - HITCH MOUNT FOR F550 & BULLET

In the event that the truck Make/Model is not known at the time of this bid, Bonnell Ind. reserves  
the right to modify the price or type of hitch, if need be, to accomodate the specific truck once it is  
known.

1.00 EACH

PLOW

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			Net 30 Days	6/21/2020

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	10ST31M4E PRICE COMPLETE WITH OPTIONS 10' LONG STRAIGHT STEEL SNOW PLOW HEIGHT IS 31" FULL MOLDBOARD (M) UTILITY REVERSING ASSEMBLY PAINTED BLACK POLYURETHANE ENAMEL /SWIVEL BAR SWIVEL BAR WITH PUSH EARS		
1.00	EACH	/DEDUCT USHOES DEDUCT SHOES FROM ORDER		
1.00	EACH	/ULRLS LIFT UTILITY LEVEL RAISE INSTALLED		
1.00	EACH	/5/8X8 BLADE 5/8X8 CUTTING EDGE INSTALLED		
1.00	PAIR	/BC 36" MARKERS ORANGE PLOW MARKERS INSTALLED		
1.00	EACH	/3/8X12 FLAP BELT DEFLECTOR INSTALLED		
1.00	EACH	/PLOW STAND INSTALLED		
1.00	EACH	/COVE CUT CURB COVE CUT ON CURB SIDE		
1.00	EACH	PREWET SYSTEM  BONNELL CONFIGURED PREWET SYSTEM TYPE: TAILGATE SYSTEM CLOSED LOOP SYSTEM HYDRAULIC LIQUID PUMP SEE BELOW FOR DETAILS *1-1/2" MALE QUICK FILL KIT FOR PREWET SYSTEM		
1.00	EACH	*ALL MOUNTING HARDWARE IS TO BE STAINLESS STEEL		
1.00	EACH	*ONE 100 GALLON TAILGATE TANK		



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Page 5 of 5

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Comment: 2017 LOW PRO TRUCK PACK

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	6/21/2020

Ordered	Unit	Item Number	Each Price	Extended Price
		WITH MOUNTING & PLUMBING KITS		
1.00	EACH	BON-SS-HPU-HCL HYDRAULIC CLOSED LOOP POWER UNIT IS DESIGNED TO FUNCTION USING HYDRAULIC OIL SUPPLIED FROM A DEDICATED VALVE SECTION IN THE VEHICLE'S HYDRAULIC VALVE ASSEMBLY. THE POWER UNIT INCLUDES A 10 GPM BRONZE GEAR PUMP, HYDRAULIC MOTOR, COUPLER, AND TURBINE STYLE CLOSED LOOP FLOW METER ASSEMBLED INTO A FINISHED 14-GUAGE 304 STAINLESS STEEL ENCLOSURE		
1.00	EACH	DU PWK2-48 PREWET BOOM KIT 48" STAINLESS ADJ CK VALVE CUSH MTG PLUMBING		
1.00	EACH	U696-DD-AS U696-DD-AS  UNDERTAILGATE SPREADER 6" AUGER X 96" WIDE STAINLESS STEEL CONSTRUCTION DIRECT DRIVE INCLUDES 18" POLY SPINNER ASSEMBLY QUICK MOUNT KIT SAFETY DISCONNECT		

15% RESTOCKING FEE ON RETURNED ITEMS  
NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS

SUBMITTED BY: \_\_\_\_\_

0003 Kim Stoker BS

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE  
NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.

NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE  
NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.  
ACCEPTED BY: \_\_\_\_\_

\*\*BILL TO: \_\_\_\_\_

PO Number: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

CHASSIS ARRIVAL DATE: \_\_\_\_\_

Net Order:	68,100.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Quote Total:	68,100.00

VIN# \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

W.B. \_\_\_\_\_ C.A. \_\_\_\_\_

TRANS MODEL: \_\_\_\_\_

ENGINE: \_\_\_\_\_

PAINT CODE: \_\_\_\_\_

\*\*CHANGES MAY CAUSE DELAYS AND FEES.



<b>Vehicle #</b>	11	<b>Year</b>	2004	<b>VILLAGE OF OSWEGO</b>		
<b>Make</b>	Sterling	<b>Model</b>	Acterra			
<b>Miles</b>	34,140	<b>Hours</b>	3,000	<b>Vehicle Replacement Guideline Evaluation Form</b>		
<b>Original \$</b>	78,370.00	<b>in (date)</b>	11/05/2003			
<b>Budgeted Replacement \$</b>	\$150,000.00			<b>Replacement Point Range:</b>		
<b>Sale /Auction / Estimated Trade-in \$</b>	\$18,000.00			Under 18 points	Condition I	Excellent
<b>Life Expectancy</b>	12			18 - 22 points	Condition II	Good
<b>Type of Service</b>	5-Yard Dump/Plowing/Anti-Ice			23 - 27 points	Condition III	Qualifies for replacement
<b>Division</b>	Public Works			28+ points	Condition IV	High priority replacement

FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	15
MILES / HOURS	1	Each 10,000 miles of usage	4
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	4
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police administration	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	2
	2	In shop one time within a three month time period, 1 breakdown or road call within a three month period	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within the same time period	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are $\leq$ 10% of purchase cost	2
	2	Maintenance costs (cumulative total) are $\leq$ 25% of purchase cost	
	3	Maintenance costs (cumulative total) are $\leq$ 45% of purchase cost	
	4	Maintenance costs (cumulative total) are $\leq$ 60% of purchase cost	
	5	Maintenance costs (cumulative total) are $\geq$ 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	3
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a good drive train	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and one drive train component bad	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, major damage from add-on equipment	
<b>TOTAL</b>			<b>30</b>

---

## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** March 19, 2019

**SUBJECT:** Ashcroft Place Minor Amendment (Resubdivision Lots 210 and 216)

**ACTION REQUESTED:**

Ordinance Approving a Minor Amendment to the Final Plan and Subdivision Plat for Ashcroft Place (First Read, Waiver of Second Read)

---

**BOARD/COMMISSION REVIEW:**

The Planning and Zoning Commission held a public hearing on November 8, 2018. After some discussion regarding maintenance of Lot 216, a motion was made to accept the findings of fact and recommend approval of the major change to the PUD and Final Subdivision Plat for Ashcroft Place Unit 1 to allow for a resubdivision of Lots 210 and 216.

---

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
06/14/2004	Village Board	Approved ordinance #04-47 (200400019249) Final Plan and Plat for the approximately 90-acre Ashcroft Place Unit 1 subdivision.

**DEPARTMENT:** Community Development

**SUBMITTED BY:** Natalie Zine, Planner

**FISCAL IMPACT:** Not Applicable

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**BACKGROUND:**

The Ashcroft Place Unit 1 Subdivision was annexed into the Village and rezoned in 2003 by Ordinance numbers 03-75 and 03-76 respectively. An annexation agreement was also executed at this time through Ordinance 03-74. As per the annexation agreement, an Improvement & Dedication Agreement between the Oswegoland Park District and developer (Wiseman-Hughes) and their respective successors and assigns for the Ashcroft Place subdivision was executed on December 9, 2003. The Agreement stated that the Park District would take 5.12 acres of land (Lot 210) to be improved by the developer for a future neighborhood park which would be designed and constructed by the Park District.

The Final Plan and Plat for the approximately 90-acre Ashcroft Place Unit 1 subdivision was approved on June 14, 2004 by Ordinance 04-47. The Final Plan and Plat included 209 single-family residential units of 9,000 square foot minimum lot areas and 19.21 acres of open space. Included in the open space were Lots 216 and 210. Lot 216 was originally designed as a 2.06 acres parcel intended for stormwater management and Lot 210 was 5.12 acres of park land to be designed, maintained, and owned by the Oswegoland Park District.

### **DISCUSSION:**

The existing detention pond on Lot 216 has grown/expanded over time and now extends beyond the original property line shared with Lot 210. This was not how the plat was originally approved on the Final Engineering Plans. Therefore, the petitioner, D.R. Horton, is requesting approval of a Minor Amendment to move said property line east to exclude the water and slope of the detention pond from Park District property. The new property line will result in less acres donated to the Park District and, as such, the land cash fee will have to be adjusted accordingly.

The proposed resubdivision does not alter the concept or intent of the planned unit development and does not therefore constitute a Major Change. According to the Village's Zoning Ordinance, the proposed change would be considered a Minor Amendment to the Final PUD and Plat. Minor Amendments may be approved by the Village Board and do not require a public hearing before the Planning and Zoning Commission.

### **Planning and Zoning Commission Review:**

The Planning and Zoning Commission held a public hearing on November 8, 2018. After some discussion regarding maintenance of lot 216, a motion was made to accept the findings of fact and recommend approval of the major change to the PUD and Final Subdivision Plat for Ashcroft Place Unit 1 to allow for a resubdivision of Lots 210 and 216. The Oswegoland Park District also worked with applicant throughout the review process and approves of the plans.

### **RECOMMENDATION:**

Staff recommends adoption of the Ordinance approving the Minor Amendment to the Final PUD Plan and Plat for Ashcroft Place Unit 1 to allow for a resubdivision of Lots 210 and 216, subject to final engineering approval.

### **ATTACHMENTS:**

- Ordinance #19-
- Exhibit A: Legal Description
- Exhibit B: Location Map
- Exhibit C: Revised Plat of Subdivision

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

---

**ORDINANCE NO. 19 -- \_\_\_\_**

**AN ORDINANCE GRANTING A MINOR AMENDMENT TO THE FINAL  
PLANNED UNIT DEVELOPMENT (PUD) FOR WISEMAN-HUGHES ENTERPRISES IN THE  
VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

**(Ashcroft Place Unit 1 – Resubdivision of Lots 210 and 216)**

---

**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.

**AN ORDINANCE GRANTING A MINOR AMENDMENT TO THE FINAL  
PLANNED UNIT DEVELOPMENT (PUD) FOR WISEMAN-HUGHES ENTERPRISES IN THE  
VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

**(Ashcroft Place Unit 1 – Resubdivision of Lots 210 and 216)**

---

**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**, D.R. Horton, Inc. – Midwest, c/o Derrick Hoffman, has submitted a request to amend the Final Plan and Subdivision Plat for Ashcroft Place Unit 1 to allow for the resubdivision of Lots 210 and 216; and

**WHEREAS**, the Final Planned Unit Development (PUD) and Final Subdivision Plat for Wiseman-Hughes Enterprises, commonly known as Ashcroft Place Unit 1, was approved on June 14, 2004 by Ordinance No. 04-47 (200400019249); and

**WHEREAS**, the properties are currently zoned R-2 Single Family Residence District and were approved for the development of a stormwater management pond and public park.; and

**WHEREAS**, the Planning and Zoning Commission held a public hearing on November 8, 2018 for the Minor Amendment to the Ashcroft Place Unit 1 PUD Final Plan and Subdivision Plat, accepted the findings of fact 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 Minor Amendment and Subdivision Plat by D.R. Horton, Inc. – Midwest, c/o Derrick Hoffman, is approved, subject to engineering approval.

The Property is legally described on *Exhibit "A"*, indicated on an accurate map identified as *Exhibit "B"*, and that the property will be developed and maintained in accordance with the following Exhibits:

*Exhibit C: Revised Plat of Subdivision*

**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

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 GRANTING A MINOR AMENDMENT TO THE FINAL  
PLANNED UNIT DEVELOPMENT (PUD) FOR WISEMAN-HUGHES ENTERPRISES IN THE  
VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

**(Ashcroft Place Unit 1 – Resubdivision of Lots 210 and 216)**

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

ASHCROFT PLACE LOTS 210 AND 216 RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 210 AND 216 IN THE FINAL PLAT OF ASHCROFT PLACE, BEING A SUBDIVISION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

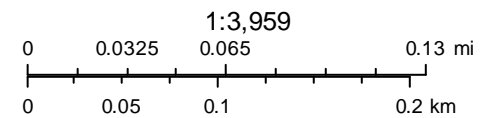


# Ashcroft Place Unit 1, Lots 210 and 216



March 11, 2019

□ Parcels



Kendall County Illinois GIS  
Copyright © 2011 Village of Oswego  
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community



OWNERS CERTIFICATE (ASHLOTS, LLC)

STATE OF ILLINOIS } SS.  
COUNTY OF }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF A PORTION 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 DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, 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.

ALL EASEMENTS INDICATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF OSWEGO AND TO ANY ENTITY OPERATING UNDER FRANCHISE FROM THE VILLAGE INCLUDING, BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, COMCAST CABLEVISION AND THEIR SUCCESSORS AND ASSIGNS FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS TRANSMISSION, DISTRIBUTION AND COLLECTION SYSTEMS, DRAINAGE SWALES AND ALL NECESSARY LINES. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. LOCATION OF UTILITY INSTALLATIONS WITHIN THE EASEMENT S ALL BE SUBJECT TO THE APPROVAL OF THE VILLAGE OF OSWEGO AS TO DESIGN AND LOCATION. ALL INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF OSWEGO.. ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED, AFORESAID, AND TO THE BEST OF THE OWNERS KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF THE OSWEGO COMMUNITY SCHOOL DISTRICT #308.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_.

(PRINT NAME & TITLE)

ASHLOTS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY  
790 ESTATE DR. STE # 200  
DEERFIELD, IL 60015

NOTARY CERTIFICATE:

STATE OF ILLINOIS } SS.  
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

OWNERS CERTIFICATE (ASHCROFT PLACE COMMUNITY ASSOCIATION)

STATE OF ILLINOIS } SS.  
COUNTY OF }

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF A PORTION 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 DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, 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.

ALL EASEMENTS INDICATED AS PUBLIC UTILITY AND DRAINAGE EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF OSWEGO AND TO ANY ENTITY OPERATING UNDER FRANCHISE FROM THE VILLAGE INCLUDING, BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, COMCAST CABLEVISION AND THEIR SUCCESSORS AND ASSIGNS FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS TRANSMISSION, DISTRIBUTION AND COLLECTION SYSTEMS, DRAINAGE SWALES AND ALL NECESSARY LINES. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. LOCATION OF UTILITY INSTALLATIONS WITHIN THE EASEMENT S ALL BE SUBJECT TO THE APPROVAL OF THE VILLAGE OF OSWEGO AS TO DESIGN AND LOCATION. ALL INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF OSWEGO.. ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED, AFORESAID, AND TO THE BEST OF THE OWNERS KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF THE OSWEGO COMMUNITY SCHOOL DISTRICT #308.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_.

(PRINT NAME & TITLE)

ASHCROFT PLACE COMMUNITY ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION  
2299 COUNTRY CLUB DR  
WOODRIDGE, IL 60517

NOTARY CERTIFICATE:

STATE OF ILLINOIS } SS.  
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

SUBDIVIDER AND RETURN PLAT AFTER RECORDING:

D.R. HORTON, INC. - MIDWEST  
A CALIFORNIA CORPORATION  
750 EAST BUNKER COURT  
VERNON HILLS, ILLINOIS 60061

ENGINEER/SURVEYOR:

MACKIE CONSULTANTS LLC  
9575 W. HIGGINS ROAD, SUITE 500  
ROSEMONT, ILLINOIS 60018

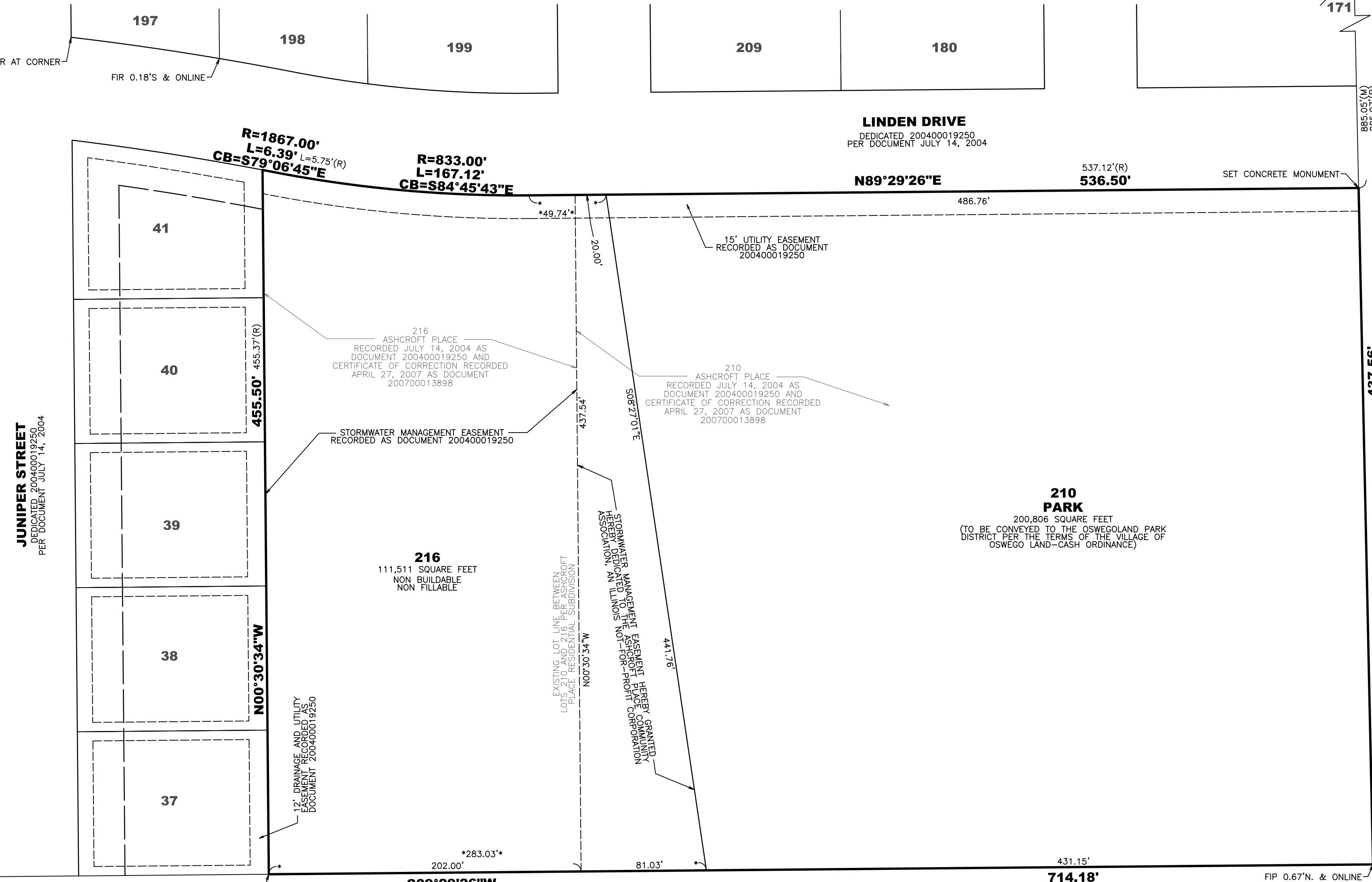
SEND TAX BILLS TO:

FIN 03-21-452-006  
ASHCROFT PLACE COMMUNITY ASSOCIATION,  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION  
2299 COUNTRY CLUB DR  
WOODRIDGE, IL 60517

FIN 03-21-452-007  
ASHLOTS, LLC, AN ILLINOIS LIMITED LIABILITY  
COMPANY  
790 ESTATE DR. STE # 200  
DEERFIELD, IL 60015

LEGEND:

\_\_\_\_ BOUNDARY LINE  
\_\_\_\_ PROPOSED LOT LINE  
\_\_\_\_ BUILDING SETBACK LINE (BSL)  
\_\_\_\_ EASEMENT LINE  
\_\_\_\_ EXISTING RIGHT-OF-WAY LINE  
\_\_\_\_ EXISTING LOT LINE  
\_\_\_\_ CHORD BEARING  
\_\_\_\_ FOUND IRON ROD  
\_\_\_\_ FOUND IRON PIPE  
\_\_\_\_ ARC LENGTH  
\_\_\_\_ MEASURED  
\_\_\_\_ RADIUS  
\_\_\_\_ RECORD

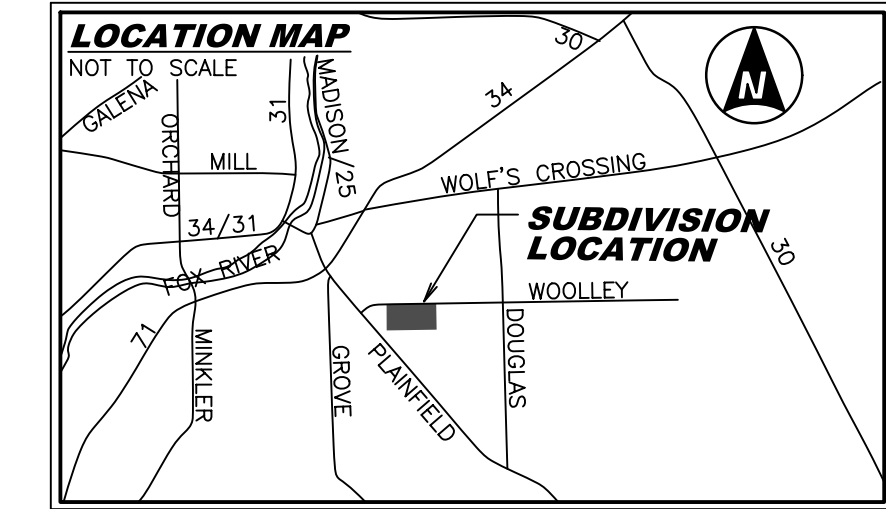


P.I.N.S:

03-21-452-007  
03-21-452-006

AREA:

PROPERTY CONTAINS 312,317 SQUARE  
FEET OR 7.17 ACRES MORE OR LESS



STORMWATER MANAGEMENT EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE HOME OWNERS' ASSOCIATION AS MAY BE FURTHER DEFINED IN THE HOME OWNERS' ASSOCIATION BYLAWS AND DECLARATIONS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WITHIN THE AREAS SO DESIGNATED ON THE PLAT AND MARKED STORMWATER MANAGEMENT EASEMENT (SME) FOR THE COLLECTION, CONVEYANCE AND STORAGE OF STORMWATER IN AREAS TO BE MAINTAINED BY THE OWNER OF THE LOT(S) OR OUTLOT(S) ON WHICH THE FACILITIES EXIST IN ACCORDANCE WITH MUNICIPAL ORDINANCES AND THE APPROVED FINAL ENGINEERING IMPROVEMENT PLANS, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES, AND TOGETHER WITH THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE LOT FOR ALL SUCH PURPOSES. ENCROACHMENT OF ANY KIND INCLUDING LANDSCAPING, FENCES, SHEDS OR ACCESSORY STRUCTURES WITHIN SAID EASEMENT IS PROHIBITED UNLESS THE MUNICIPAL ENGINEER HAS DETERMINED SAID ENCROACHMENT WILL NOT INTERFERE WITH THE PROPER FUNCTION OF SAID FACILITIES. THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER WITH PERSONNEL AND EQUIPMENT UPON SAID EASEMENT AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID EASEMENT. IF THE OWNER FAILS TO MAINTAIN SAID FACILITIES AND, AFTER RECEIPT OF NOTICE FROM THE VILLAGE OF SAID FAILURE, THE OWNER FAILS TO MAKE REQUIRED REPAIRS IN A REASONABLE PERIOD OF TIME, THE VILLAGE MAY MAKE THE REQUIRED REPAIRS AND SEEK REIMBURSEMENT FROM THE OWNER FOR THE COSTS INCURRED.

AUTHORIZATION TO RECORD CERTIFICATE

STATE OF ILLINOIS } SS.  
COUNTY OF COOK }

WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694,  
HEREBY GRANT PERMISSION TO \_\_\_\_\_ TO  
RECORD THIS PLAT OF SUBDIVISION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_.

DALE A. GRAY  
EMAIL: dgray@mackieconsult.com  
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003057  
LICENSE EXPIRES: NOVEMBER 30, 2018

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS.  
COUNTY OF COOK }

WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, DO HEREBY CERTIFY THAT WE HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNER THEREOF THE FOLLOWING DESCRIBED PROPERTY AND THAT THE PLAT HEREIN DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY, SUBDIVISION AND PLAT:

LOTS 210 AND 216 IN THE FINAL PLAT OF ASHCROFT PLACE, BEING A SUBDIVISION OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 2004 AS DOCUMENT 200400019250 AND CERTIFICATE OF CORRECTION RECORDED APRIL 27, 2007 AS DOCUMENT 200700013898, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

WE FURTHER 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 S.B. 908-P.A. 85- 267.

WE FURTHER CERTIFY THAT ACCORDING TO OUR INTERPOLATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE DESCRIBED PROPERTY FALLS WITHIN ZONE "X", AREA OF MINIMAL FLOOD HAZARD AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP NUMBER 170830005H, WITH EFFECTIVE DATE OF JANUARY 8, 2014. SUBJECT TO MAP INTERPRETATION AND SCALING.

I FURTHER HEREBY CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET AND I HAVE DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (765 ILCS 205/7). THE EXTERIOR AND 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 THIS \_\_\_\_ DAY OF

\_\_\_\_\_, 20\_\_ IN ROSEMONT, ILLINOIS,

DALE A. GRAY  
EMAIL: dgray@mackieconsult.com  
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003057  
LICENSE EXPIRES: NOVEMBER 30, 2018



Mackie Consultants, LLC  
9575 W. Higgins Road, Suite 500  
Rosemont, IL 60018  
(847)696-1400  
www.mackieconsult.com

CLIENT:



D.R. HORTON, INC.-MIDWEST  
A CALIFORNIA CORPORATION  
750 EAST BUNKER COURT  
VERNON HILLS, ILLINOIS 60061

				DESIGNED	KTK
				DRAWN	KTK
				APPROVED	DAG
01-25-19		PER VILLAGE COMMENTS	KTK	DATE	08-09-18
11-16-18		PER VILLAGE COMMENTS	GKF	SCALE	1"=50'
		DESCRIPTION OF REVISION	BY		

PLAT OF SUBDIVISION  
ASHCROFT PLACE LOTS 210 AND 216 RESUBDIVISION  
OSWEGO, ILLINOIS

SHEET	1 OF 1
PROJECT NUMBER:	3436
© MACKIE CONSULTANTS LLC, 2018	
ILLINOIS FIRM LICENSE 184-002694	

---

## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** March 19, 2019

**SUBJECT:** Temporary Closure of US Highway 34 for the Memorial Day Parade

**ACTION REQUESTED:**

Resolution Approving a Memorial Day Parade and the Temporary Closure of US Highway 34 in the Village of Oswego.

---

**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:**

Oswego American Legion Post 675 submitted a Special Event Permit application for the Memorial Day Parade to be held on May 27, 2019. As part of this event, the parade will require temporary closure of both lanes of US Highway 34 at Jefferson Street and Main Street; and US Highway 34/Washington Street at Main Street. There will be no detour route and traffic on US Highway 34 may go through by the Oswego Police Department stopping the parade. IDOT permission to temporarily close a State Highway will need to be obtained.

**RECOMMENDATION:**

Staff is recommending the approval of the resolution for the PrairieFest Parade to be held on May 27, 2019.

**ATTACHMENTS:**

- Resolution
- Map

**RESOLUTION NO. 19- R- \_\_**

**RESOLUTION APPROVING A MEMORIAL DAY PARADE AND THE TEMPORARY CLOSURE OF U.S. HIGHWAY 34 IN THE VILLAGE OF OSWEGO**

---

**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**, Oswego American Legion Post 675 is sponsoring a Memorial Day Parade in the Village of Oswego, which event constitutes a public purpose; and

**WHEREAS**, this parade will require the temporary closure of the intersection of US HWY 34 at Jefferson Street; and the intersection of US HWY 34 (Washington Street) at Main Street; and

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

**NOW THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois that permission to close the intersections of US HWY 34 at Jefferson Street; and US HWY 34 (Washington Street) at Main Street as above designated, be requested of the Department of Transportation.

**BE IT FURTHER RESOLVED**, that this closure shall occur during the approximate time period between 9:00 a.m. and 11:30 a.m. on Monday, May 27, 2019 with each intersection being closed no longer than fifteen (15) minutes at a time; and

**BE IT FURTHER RESOLVED**, that the Village of Oswego assumes full responsibility for the direction, protection, and regulation of the traffic during the time the parade is in effect; and

**BE IT FURTHER RESOLVED**, that police officers or authorized flaggers shall, at the expense of the Village of Oswego, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic; and

**BE IT FURTHER RESOLVED**, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned; and

**BE IT FURTHER RESOLVED**, that all debris shall be removed by the Village of Oswego prior to reopening the State Highways; and

**BE IT FURTHER RESOLVED**, that such signs, flags, barricades, etc., shall be used by the Village of Oswego as may be approved by the Illinois Department of Transportation. These items shall be provided by the Village of Oswego; and

**BE IT FURTHER RESOLVED**, that the closure shall be marked according to the Illinois Manual on Uniform Traffic Control Devices; and

**BE IT FURTHER RESOLVED**, there shall be no detour route and traffic on US HWY 34; and

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

**BE IT FURTHER RESOLVED**, that to the fullest extent permitted by law, the Oswego American Legion Post 675 shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the

subject of this resolution. The obligation is binding upon the Oswego American Legion Post 675 regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents; and

**BE IT FURTHER RESOLVED**, that the Oswego American Legion Post 675 shall provide a comprehensive general liability insurance policy or an additional named insured endorsement in the minimum amount of \$1,000,000.00 per person and \$2,000,000.00 aggregate which has the Illinois Department of Transportation and the Village of Oswego, its officials, employees, and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department and Village of Oswego before the road is closed; and

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission; and

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

**SECTION 1. INCORPORATION OF RECITAL**

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

**SECTION 2. SUPPORT FOR TEMPORARY CLOSURE**

The Village President and Village Board of Trustees do hereby request that the Illinois Department of Transportation grant permission to close the above designated locations with such closure occurring between the hours of 9:00 a.m. to 11:30 a.m. on Monday, May 27, 2019 with each intersection being closed no longer than fifteen (15) minutes at a time.

**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 19<sup>th</sup> day of March 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 19<sup>th</sup> day of March 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 APPROVING A MEMORIAL DAY PARADE AND THE TEMPORARY CLOSURE OF U.S. HIGHWAY 34 IN THE VILLAGE OF OSWEGO**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 19<sup>th</sup> day of March 2019, and thereafter approved by the Village President on the 19<sup>th</sup> day of March 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 March 2019.

---

Tina Touchette, Village Clerk  
Village of Oswego

(Seal)



## MEMORIAL DAY PARADE ROUTE



525

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 proper 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





## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** March 19, 2019

**SUBJECT:** 2019/2020 Bulk Rock Salt Purchase

**ACTION REQUESTED:**

Approval of a Resolution Authorizing Participation in the Illinois Joint Purchase of 2,000 Tons of Bulk Rock Salt with an option to purchase 80-120% of the contract amount for the 2019-2020 Season.

**BOARD/COMMISSION REVIEW:**

None

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
3/19/2018	Village Board	Board approved resolution to purchase 1,200 tons of Bulk Rock Salt from the Illinois Joint Purchase program for the 2018/2019 season.

**DEPARTMENT:** Public Works

**SUBMITTED BY:** Assistant Director of Public Works Mark D. Runyon

**FISCAL IMPACT:**

Budget Item 1006030-542200 – 2,000 tons @ \$70/ton = \$140,000 for FY 19/20

**BACKGROUND:**

The Village has participated in the Department of Central Management Services (CMS), Joint Purchase Program for Bulk Rock Salt for many years. Last year we were eligible to renew our previous year's contract for a quantity of 1,200 tons in the program. Our contract was secured by Morton Salt and we received salt at a cost of \$48.88 a ton. This year we do not have the option to renew our current contract; therefore, we will be rebidding for a quantity of 2,000 tons with the option of 80% minimum purchase and 120% maximum purchase. We have budgeted \$70/ton in anticipation of a cost increase due to the volume used in the Midwest this past winter.

**DISCUSSION:**

This current season we used more salt than we have the last two seasons. We used the supply that we had in our storage dome in addition to the surplus we had stored at the Village of Montgomery. Additionally, we purchased our 20% allotment allowed by the current contract. We currently have approximately 300 tons remaining in our salt dome. With the extended forecast showing mild temperatures we may not need to use any more salt this fiscal year. If this is the case, the current amount of salt remaining (est. 300 tons), will cover three events for the start of next winter season. With the conditions we encountered this season and the amount of salt used, we are going to increase the quantity of salt to 2,000 tons for next seasons contract.

**RECOMMENDATION:**

Staff recommends purchasing 2,000 tons of Bulk Rock Salt with an option to purchase 80-120% of the contract amount for the 2019-2020 season.

**ATTACHMENTS:**

- Resolution
- CMS 2019-2020 Bulk Rock Salt Joint Purchase Requisition
- CMS Bulk Rock Salt 2019-2020 Contract Information

**RESOLUTION NO. 19 - R - \_\_\_\_**

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**RESOLUTION AUTHORIZING THE PARTICIPATION IN THE ILLINOIS JOINT  
PURCHASE FOR 2,000 TONS OF BULK ROCK SALT WITH AN OPTION TO PURCHASE  
80-120% OF THE CONTRACT AMOUNT FOR THE 2019-2020 SEASON**

---

**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 Illinois Joint Purchase of 2,000 tons of bulk rock salt with the option to purchase 80-120%, 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 JOINT PURCHASING REQUISITION**

The Village President and Village Clerk hereby authorize and direct the Assistant Director of Public Works Director to execute on behalf of the Village of Oswego a Requisition authorizing the participation in the Illinois Joint Purchase for 2,000 tons of Bulk Rock Salt with an option to purchase 80-120% of the contract amount for the 2019-2020 season, substantially in the form attached as “Exhibit A.”

### **SECTION 3. REPEALER**

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

### **SECTION 4. SEVERABILITY**

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

### **SECTION 5. EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 19th day of March 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 19th day of March 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 PARTICIPATION IN THE ILLINOIS JOINT  
PURCHASE FOR 2,000 TONS OF BULK ROCK SALT WITH AN OPTION TO PURCHASE 80-  
120% OF THE CONTRACT AMOUNT FOR THE 2019-2020 SEASON**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 19th day of March 2019, and thereafter approved by the Village President on the 19th day of March 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 19th day of March 2019.

---

Tina Touchette, Village Clerk  
Village of Oswego

(Seal)

## CY'19-'20 New Purchase Commitment

Email Address for submission:  
**CMS.BOSS.EC@illinois.gov**

**Delivery Point**  
( Provide Delivery Details To Contract )  
( Vendor At Time Of Order Placement )

<- Please provide Email Address  
<- Please ensure Address is Legible

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## MEMORANDUM

TO: Local Governmental Units Authorized to Participate in Joint Purchasing

FROM: Lance Traynor, Strategic Sourcing Manager,  
Bureau of Strategic Sourcing, Commodities & Equipment

DATE: March 01, 2019

SUBJECT: Deadline for Submission of Bulk Rock Salt ( Sodium Chloride )-( Road Salt )  
Requirements for the 2019 - 2020 Winter Season

### Action Required!

The State of Illinois, Bureau of Strategic Sourcing is planning to solicit bids for Rock Salt, Bulk for highway ice control ( Road Salt ) in May or June of 2019 for the 2019 - 2020 Winter Season.

Additionally, existing contract ( **BidBuy CMS Contract # 18-416CMS-BOSS4-P-4129** ) contains a renewal option at the sole option of the State. Therefore, if you are a participant within this contract, and if your community's intention is to renew, then this must be identified.

**If your unit of government desires to be included** in this year's contract re-procurement solicitation, or wishes to participate in the existing contract with a renewal option, **you are required to complete the copy of the attached Joint Purchasing Requisition Form** and return it to the Bureau Of Strategic Sourcing no later than **5:00 P.M. April 01, 2019**. Your choice is to "SOLICIT BIDS" or "RENEW" or "not be an active participant" in the State's procurement efforts for the 2019 - 2020 Season. **Note: Timeframe for submission is firm, and will not be extended.**

### The "RENEW" Renewal Process - Utilize Table B

If your governmental entity is a participant under the following CMS Contract - ( **BidBuy # 18-416CMS-BOSS4-P-4129** ) - and upon receipt of your stated **desire to RENEW** with your updated tonnage quantity requirements, the State will work to finalize renewal on behalf of your governmental entity. Should you choose to renew, all Terms and Conditions shall remain the same as in the present contract, and you will be able to re-state your desired quantities ( with cap on quantity increase not to exceed 20.% more than your past year's quantity ). **Complete Table B** ( only ) to indicate your intent to renew and state your desired quantity requirements.

**Note that a Renewal Option is not available** under current contracts ( **4018455 CMS-P 400, 4018456 CMS-P-401, and 4018457 CMS-P-401** ) and you should **complete Table A** (only) to indicate your intent to participant, and state your quantity requirements for re-establishment of competitively bid new contract(s) for the 2019 - 2020 Season.

### The "SOLICIT BIDS" ReBid Procurement Process - Utilize Table A

Should a renewal option not exist, or should you wish to participate in the State's bid process for the 2019 - 20120 Season, complete **Table A** (only) to indicate your intent to participate in the bid process, your minimum purchase requirement, and your desired bid quantities as 100.% of your contract commitment.

The State seeks to combine the needs of hundreds of governmental entities across Illinois into a single bid document in an effort to consolidate buying power, and to make it easier for vendors to respond to the individual needs of those hundreds of communities through a single bid response. Award is to the lowest responsible bidder meeting the terms and conditions of the bid solicitation. A single contract is completed for each vendor for all locations awarded through the competitive process. Thereafter, each governmental unit places its own orders with their vendor in compliance with the contract terms and conditions, and is responsible for direct payment to their contract vendor.

CMS does not set pricing, nor does CMS buy salt for resale. Vendors offer pricing under a competitive bid process, in accordance with the Illinois Procurement Code and Rules and the Illinois Joint Purchasing Act. CMS strives to utilize a consistent approach, to the greatest degree possible, in seeking to achieve a highly competitive bid process.

### Anticipated Terms – for the 2019 - 2020 Solicitation

This section applies to those units of government participating in the joint purchase of rock salt contract solicitation. Renewing entities will be governed under the existing contract(s). All participants will be required to abide by the respective contract terms and conditions. The major terms for the upcoming season are expected to be as follows:

1. Rock Salt, Bulk specification shall be in accordance with AASHTO Specification M143, Sodium Chloride ( Road Salt ) Type 1, Grade 1, or an acceptable approved alternate.
2. Quantities shown in the invitation for bid are estimates only. The total ton quantity submitted shall be considered sufficient to service the seasonal needs of the local governmental unit, and may be adjusted as stated herein.
3. The purchase percentage agreement is consistent with last season's bid. We are asking local government to identify their purchase percentage commitment ( choose one ) on the Requisition Form. ( **Table-A Option** )
  - 3.a. When submitting Rock Salt ( Road Salt ) estimated usage for next winter, local governmental unit shall agree to purchase at least 80.% of the amount; and the vendor shall agree to furnish not less than 120.% of the awarded tonnage amount. ( Please make selection on Requisition Form )
  - OR**
  - 3.b. When submitting Rock Salt ( Road Salt ) estimated usage for next winter, local governmental unit shall agree to purchase at least 100.% of the amount; and the vendor shall agree to furnish not less than 120.% of the awarded tonnage amount. ( Please make selection on Requisition Form )
  - 3.c. Each governmental unit is responsible for ensuring that the guaranteed purchase requirement is met before the end of the season ( **June 30, 2020** ).
4. Each governmental unit shall be responsible for issuing their own purchase orders against the resulting contract.
  - 4.a. **Governmental units are strongly encouraged to order early and to store as much salt as possible in order to help prevent potential salt shortages.** Governmental units need to make every effort to place orders in full truckload quantity of ( 22 - 25 tons ). Requests for a quantity of less than a truckload will not be accepted.

- 4.b. Local governmental units reserve the right to purchase up to 50.% of the total award requirements prior to **November 30, 2019** and the vendor shall notify each delivery point in advance of when shipment is to begin.
- 4.c. Vendors shall accept orders at any time during the period from the date of contract issue through the last day of the contract, or as mutually agreed upon by the vendor and contract participant.
5. Deliveries shall be accepted only on regular work days ( Monday through Friday and excluding all State holidays ) during regular work hours ( 7:30 a.m. to 4:00 p.m.), except when special arrangements have been made in advance with an appropriate agency or governmental representative at the delivery site.
- All truck loads shall be covered with an approved weatherproof material, and all deliveries shall be Pre-Paid F.O.B. Destination as stated in the order document.
- Truckloads containing foreign material such as mud, rocks, etc., may be rejected at the delivery site, and a replacement shipment scheduled by the contract vendor.
- The State and Local Governmental Units reserve the right to require that some trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.
- Deliveries are to be made as soon as possible after receipt of an order, maximum time from receipt of an order placed by local governmental units after December 1.st shall not exceed seven working days, or as modified by Contract Order Guidelines.
- Each governmental unit shall be responsible for the processing of vendor invoices in a timely manner to ensure prompt payment is made directly to the vendor.
6. CMS intends to continue to include a liquidated damages clause similar to the following:  
From **December 1, 2019** thru **April 1, 2020**; if the vendor is unable to make delivery within the required working days, governmental units shall have the right to assess and retain a specified amount per ton per calendar day as liquidated damages on the undelivered portion of the order. If after seven days of liquidated damages, the vendor has still failed to deliver as required, governmental units shall reserve the right to take action to remedy the failure of vendor performance in accordance with the contract.
7. For contract performance protection, the State will secure a performance bond from the contracted vendor, valued at 20.% of the total of the contract award dollar value.
8. In December 2019 the contract vendor(s) shall be required to have stockpile(s) in place located in or near Illinois covering 100.% of the total tonnage awarded for the northern regions of the State, and in January of 2020 the stockpile(s) located in or near Illinois covering 100.% of the tonnage awarded for all other regions of the State.
9. The contract price shall remain firm for the entire contract period up to the maximum 120.% guaranteed limit. Local governmental unit requirements over the maximum 120.% purchase threshold will be supplied by the vendor upon mutual agreement of the parties.
- In the case of an emergency, efforts shall be made to have the vendor ship enough salt to aid affected local governmental units through the emergency situation.

## 2016 - 2019 Season Retrospective

A competitive bid process, essentially unchanged from previous years, was used in the solicitation to meet statewide requirements for over 850 individual participants. This past season salt re-procurement did not incur the challenges experienced in the 2014-2015 season and all requirements were fulfilled at bid prices much lower than the weighted average in previous seasons.

### This is an Opt-in Process

**Participation** in the State's procurement process for Rock Salt ( Road Salt ) **is voluntary**, an opt-in process. CMS has no method to ensure vendor participation, nor control pricing that vendor's offer in the competitive bid process.

Local Communities are not inhibited nor restricted from seeking bids independently should they choose to do so. However, **by indicating** through this requisition process **your desire to** either **"RENEW"** or to **"SOLICIT BIDS"** in the upcoming bid process, **you are committing your entity's participation**. The State will act in accordance with your submitted requisition.

We ask that you give immediate attention to this matter and allow reasonable mailing time or fax response submittal to ensure that we receive your salt request prior to the deadline. Be sure to include current contact information as requested, including a contact Email Address, for future correspondence. Return your Joint Purchasing Requisition via **Email** as stated below no later than **5:00 p.m. on April 01, 2019**. ( **Deadline is firm**, and will not be extended. )

We thank you for your consideration and welcome your participation in the upcoming bid. Any questions you have in completing the form or concerning the rock salt bid/contract can be directed to the following:

Wayne Ilsey, CPPB, Buyer  
Department of Central Management Services  
Bureau of Strategic Sourcing – Commodities & Equipment  
1000 E. Converse Street, Springfield, IL 62702  
Phone: (217) 782-8091 Fax: (217) 782-5187  
**Email Address for submission:**  
[CMS.BOSS.EC@illinois.gov](mailto:CMS.BOSS.EC@illinois.gov)












### Joint Purchasing Participant.

BidBuy is the new procurement system implemented by the State Of Illinois, in which this Master Blanket Purchase Order ( Master Contract ) was re-established.

As a municipality, you do not need to register in BidBuy. To access master contracts you only need to follow the steps outlined in the following document.

#### Locating State Wide Master Contracts (without registration in BidBuy) ( To begin you just click on the 'Contract & Bid Search' as shown below.)

Screen	Task
To BidBuy Homepage	 <a href="https://www.bidbuy.illinois.gov/bsa/">https://www.bidbuy.illinois.gov/bsa/</a>
BidBuy Homepage	 Click <b>Contract &amp; Bid Search</b> at bottom of screen
Advanced Search	 Select radio dial next to Contracts/Blankets
Advanced Search	 Enter <b>Search Criteria</b> or enter nothing to receive all contracts  Click <b>Find It</b>
Advanced Search	 Click on Contract/Blanket# ( <b>underlined</b> ) to show contract information
Master Blanket Purchase Order Under Header Information	Verify Field " <b>Master Contract?</b> " = Yes  Click on Copy of contract ( <b>underlined</b> ) next to <b>Agency Attachment</b> field to download contract document
To Exit	In BidBuy  Click <b>Exit</b> at bottom of screen
Advanced Search	 Click <b>Exit</b> at bottom of screen to return to BidBuy homepage



# ILLINOIS

## JOINT PURCHASING REQUISITION CY'19-'20 New Purchase Commitment

**PLEASE RETURN TO:**  
Illinois Department of  
Central Management Services  
IEPA North Building  
1000 E. Converse Street  
Springfield, IL 62702

Email Address for submission:  
[CMS.BOSS.EC@illinois.gov](mailto:CMS.BOSS.EC@illinois.gov)

       **No Thank You,**  
But keep on mailing list.

**Opt-Out->** Our unit **does not want to participate** in the CY' 2019-2020 Contract Procurement.  
**Notice:->** Please complete and return the Contact information below to remain on the mailing list.

Joint Purchasing #:

Date:        /        / 2019

Government Unit:

Mailing Address:

City / State / Zip:

County:

Contact Person:

Telephone Number:

Fax Number:

Contact Email:

### Delivery Point

( Provide Delivery Details To Contract )  
( Vendor At Time Of Order Placement )

<- Please provide Email Address  
<- Please ensure Address is Legible

\*\*\*\*\* Participant, Complete Only One - Either "Table-A" or "Table-B" Below \*\*\*\*\*

**Table A: Complete this table to have the State "SOLICIT BIDS" for your governmental entity**

ITEM DESCRIPTION	BID QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	( Total Tonnage )	( 22 – 25 Ton / Truck )
<b>Rock Salt, Bulk</b>	_____	<b>T o n s</b>
Please note your <b>Purchase Commitment Percentage</b> for <b>Total Tonnage Quantity</b> as stated above (choose one):		
OPTION 1        80%. minimum purchase requirement/120% maximum purchase requirement		
OPTION 2        100% minimum purchase requirement/120% maximum purchase requirement		

\*\*\*\*\* Participant, Complete Only One - Either "Table-A" Above or "Table-B" Below \*\*\*\*\*

**Table B: Complete this table to have the State "RENEW" Requirements for your governmental entity**

ITEM DESCRIPTION	QUANTITY	UNIT MEASURE
AASHTO M143 Road Salt or Equivalent	( Total Tonnage )	( 22 – 25 Ton / Truck )
<b>Rock Salt, Bulk</b>	_____	<b>T o n s</b>
<b>Note:</b> Renewal is available ONLY under CMS BidBuy Contract # 18-416CMS-BOSS4-P-4129 for prior CY' 2018-2019. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 10.% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Please Check Contract # Below:		

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

*Printed on Recycled Paper*

TITLE

**Village of Oswego  
Bill List  
March 19, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
<b>General Fund:</b>				
Corporate:				
1001100	Amazon.com	Picture Frames-Exec Administration	31.98	
1001100	Cheesecake Store	Lunch for Intern	35.58	
1001100	Cheesecake Store	MAIL Lunch	104.50	
1001100	Crown Trophy	Trophies for Employee Luncheon	30.51	
1001100	Harrah's Las Vegas	Hotel Deposit-ICSC Conference	209.75	
1001100	IL Fox Valley SHRM	Feb SHRM Meeting	20.00	
1001100	IL Fox Valley SHRM	Jan SHRM Meeting	20.00	
1001100	IPELRA	Employment Law Seminar Registration	390.00	
1001100	IPELRA	Employment Law Seminar Registration	585.00	
1001100	Jewel Food Stores	Supplies for Employee Luncheon	84.58	
1001100	Jewel Food Stores	Supplies for Employee Luncheon	13.45	
1001100	Mahoney, Silverman & Cross, LLC	Legal Services	11,956.40	
1001100	Mahoney, Silverman & Cross, LLC	Legal Services	13,951.92	
1001100	Mahoney, Silverman & Cross, LLC	Legal Services	6,058.75	
1001100	Mahoney, Silverman & Cross, LLC	Legal Services	5,550.00	
1001100	Mahoney, Silverman & Cross, LLC	Legal Services	5,688.75	
1001100	Mahoney, Silverman & Cross, LLC	Legal Services	17,979.76	
1001100	Mahoney, Silverman & Cross, LLC	Legal Services	10,915.00	
1001100	Mahoney, Silverman & Cross, LLC	Legal Services	8,282.54	
1001100	Mahoney, Silverman & Cross, LLC	Legal Services	6,565.00	
1001100	Metro West Council	Metro West Meetings	130.00	
1001100	NIGP	NIGP Forum Registration	745.00	
1001100	Northern IL University	Financial Forecast Forum	129.00	
1001100	Oswego Chamber of Commerce	2019 Membership Renewal	275.00	
1001100	Shaw Suburban Media	Legal Advertising	122.76	
1001100	Southwest Airlines	Airfare-NIGP Annual Forum	315.96	
1001100	Tangled Roots Brewery	IDOT Meeting	41.28	
1001100	Verizon Wireless	Ipads & Data Devices	91.26	
1001100	Walgreen's	Spot Bonus Gift Cards	274.75	
1001100	Warehouse Direct	File Folders, Labels, Batteries, Dish Liquid	28.44	
			Corporate Total:	<b>90,626.92</b>
Community Relations:				
1002000	4Imprint	Tablecloth for Oswegrow	253.34	
1002000	Chicago Tribune	Digital Subscription	7.96	
1002000	MailChimp	Monthly Email Marketing	69.06	
1002000	Premier Mailing & Printing	Economic Development Brochures	195.00	
1002000	Premier Mailing & Printing	Popular Annual Financial Report	218.25	
1002000	Shaw Suburban Media	Legal Advertising	55.18	
1002000	Verizon Wireless	Ipads & Data Devices	104.13	
1002000	Warehouse Direct	File Folders, Labels, Batteries, Dish Liquid	2.81	
1002000	WebLinx, INC.	Website Maintenance, 4 Months	700.00	
			Community Relations Total:	<b>1,605.73</b>
Building & Zoning:				
1002500	Engineer Supply Co	Blueprint Rack Bundle	269.99	
1002500	Fuller's Car Wash	Car Wash	6.00	
1002500	Verizon Wireless	Cell Phones/Direct Connect	55.18	
1002500	Verizon Wireless	Ipads & Data Devices	92.14	
1002500	WalMart Stores Inc	Desk Lights	62.64	
1002500	Warehouse Direct	File Folders, Labels, Batteries, Dish Liquid	9.85	
			Building & Zoning Total:	<b>495.80</b>
Community Development:				
1003000	Aramark Corporation	Uniform Services	3.85	
1003000	Aramark Corporation	Uniform Services	3.85	
1003000	Aramark Corporation	Uniform Services	3.85	
1003000	Aramark Corporation	Uniform Services	3.85	
1003000	Aramark Corporation	Uniform Services	4.85	
1003000	Aramark Corporation	Uniform Services	4.85	
1003000	Aramark Corporation	Uniform Services	4.85	
1003000	Aramark Corporation	Uniform Services	4.85	
1003000	Aramark Corporation	Uniform Services	4.85	
1003000	Fox Valley Trophy & Awards	Name Plate for P&Z Commissioner	7.50	
1003000	Shaw Suburban Media	Legal Advertising	112.84	
1003000	Verizon Wireless	Cell Phones/Direct Connect	30.72	
1003000	Verizon Wireless	Ipads & Data Devices	15.58	
1003000	Warehouse Direct	File Folders, Labels, Batteries, Dish Liquid	5.67	
1003000	Zine, Natalie	Airfare-APA Conference	399.96	
			Community Development	<b>607.07</b>

**Village of Oswego  
Bill List  
March 19, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
Economic Development:				
1003500	Cheesecake Store	Beverage for Meeting Attendee	2.00	
1003500	Shaw Suburban Media	Legal Advertising	46.50	
1003500	Verizon Wireless	Ipads & Data Devices	60.98	
1003500	Warehouse Direct	File Folders, Labels, Batteries, Dish Liquid	1.41	
			Economic Development:	<b>110.89</b>
Finance:				
1004000	American Airlines	Airfare-2019 Tyler Conference	389.60	
1004000	GFOA	Accounting Academy Registration	900.00	
1004000	Horton, Mark	Travel-Communication Seminar	35.38	
1004000	IGFOA	Webinar, Seminar Registrations	105.00	
1004000	IGFOA	Webinar, Seminar Registrations	400.00	
1004000	Shaw Suburban Media	Legal Advertising	969.00	
1004000	Warehouse Direct	File Folders, Labels, Batteries, Dish Liquid	104.89	
1004000	Warehouse Direct	Self-Inking Stamp 2019	57.50	
			Finance Total:	<b>2,961.37</b>
Information Technologies:				
1004500	Amazon.com	HDMI Extender, Televisions	596.94	
1004500	Amazon.com	Keyboard Rack for PD, Wireless Keyboard	122.79	
1004500	Amazon.com	TimeMachines NTP Network Time Server	319.99	
1004500	Comcast Corporation	Internet & Connection to Building	3,798.35	
1004500	Communication System	VZ2PTP Network Time Server for PD	559.95	
1004500	Elineup, LLC	eLineup Software for PD	600.00	
1000000	ROK Technologies	ArcGIS Server Annual Subscription	8,800.00	
1004550	ROK Technologies	ArcGIS Server Annual Subscription	800.00	
1004500	Salesforce.com	Salesforce License Renew	1,800.00	
1004500	Southwest Airlines	Airfare-2019 Tyler Conference	385.96	
1004500	Survey Monkey	Monthly Subscription Fee	37.00	
1004500	Verizon Wireless	Cell Phones/Direct Connect	38.15	
1004500	Verizon Wireless	Ipads & Data Devices	117.26	
1004500	Warehouse Direct	File Folders, Labels, Batteries, Dish Liquid	1.42	
			Information Technologies Total:	<b>17,977.81</b>
Police:				
1005030	Amazon.com	100 CDR, DVD-R, Dual Layer DVD-R	113.52	
1005030	Amazon.com	120-Pk Strong Earth Magnets, File	48.79	
1005030	Amazon.com	Door Bell, Wrestling Shoes for Academy	25.99	
1005040	Amazon.com	Door Bell, Wrestling Shoes for Academy	41.27	
1005030	American Airlines	Airfare for NASRO Conference	362.60	
1005030	AT&T	PD POTS Lines Charges	1,202.34	
1005030	AT&T	PD POTS Lines Charges	2,347.56	
1005030	Ballistol USA	Gun Cleaner/Lubricant	40.00	
1005040	Best Buy	TV Replacement for Records	379.99	
1005040	Blain's Farm & Fleet	2 Welded Storage Racks	299.98	
1005030	Chicks N Salsa	Meal-ICAC Training	9.40	
1005030	Chipotle	Meal-ICAC Training	11.75	
1005030	Comcast Corporation	Digital TV Service	128.56	
1005030	Dunkin Donuts	FBI LEEDA Snacks	20.97	
1005030	Dunkin Donuts	FBI LEEDA Snacks	15.31	
1005030	Dunkin Donuts	FBI LEEDA Snacks	27.96	
1005030	Dunkin Donuts	FBI LEEDA Snacks	15.31	
1005030	Dunkin Donuts	FBI LEEDA Snacks	13.98	
1005030	Elvin, Ron	Police Commission Meetings	25.00	
1005040	Expedia.com	Hotel-Taser Recertification Class	195.34	
1005030	FBI NAA Illinois Chapter	2019 Annual Dues-JJ	115.00	
1005030	Galls	5 Duty Holsters	360.00	
1005030	Hahn, Jeff	Police Commission Meetings	25.00	
1005030	Home Depot	Safety Glasses, Ear Protection	74.87	
1000000	IACP	2019 Membership Dues	126.67	
1000000	IACP	2019 Membership Dues	126.67	
1005030	IACP	2019 Membership Dues	63.33	
1005030	IACP	2019 Membership Dues	63.33	
1000000	ILACP	2019 Dues Renewal	146.67	
1005030	ILACP	2019 Dues Renewal	73.33	
1005040	ILEAS	Conference Registration	200.00	
1005030	Illinois State Police	Fingerprint Account for OPD	3,000.00	
1000000	ILSROA	Annual Conference Registration-IMM	199.00	
1005030	J.G. Uniforms, INC.	Tactical Vest Covers	355.06	
1005040	Kimball-Midwest	Headlights for Squad 33	100.50	
1005030	LA Police Gear	Duty Boots	175.00	



**Village of Oswego  
Bill List  
March 19, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1005040	Lombardi, Jordan	Reimb Meals-Range Instructor Class	264.20	
1005040	Map Auto	Vehicle Maintenance Misc	547.08	
1005030	Master Uniform Mfg.	Replacement Shirts	98.70	
1005040	McClain Radar Services	Fleet Radar Recertifications, Labor	980.00	
1005030	Meijer, INC.	Dog Food	5.79	
1005030	Meijer, INC.	FBI LEEDA Snacks	83.12	
1005030	Meijer, INC.	FBI LEEDA Snacks	51.96	
1005040	Meijer, INC.	Pet Food Container	17.49	
1005040	Napa Auto Parts	16 Gallons Washer Fluid	53.82	
1005040	Napa Auto Parts	Vehicle Maintenance Misc	56.47	
1005030	NASRO	Conference Registration	550.00	
1005040	O'Reilly Auto Parts	15 Bottles of Heat for Fleet	46.35	
1005030	Oswego Printing Services	Written Warning Tickets	1,210.50	
1005030	PetSmart	Stainless Steel Dog Bowls	11.98	
1005030	Physicians Immediate Care	Monthly Random Drug Screen	38.00	
1005030	Physicians Immediate Care	Monthly Random Drug Screen	38.00	
1005040	PoliceOne.com	Taser Instruction Recertification	990.00	
1005030	Premier Mailing & Printing	Postcards with New PD Address	60.00	
1005030	Reserve Account	Postage	975.00	
1005040	Riverview Ford	Vehicle Maintenance Misc	833.32	
1005030	Southwest Airlines	Airfare-Tyler Conference	301.96	
1005030	Southwest Airlines	Airfare-Tyler Conference	301.96	
1005040	Streicher's	3-Season Uniform Coat	293.96	
1005040	Streicher's	Duty Boots	119.99	
1005040	Streicher's	Duty Pants, Shirts	404.47	
1005040	Streicher's	Nameplate, Duty Uniform Items	910.69	
1005030	The UPS Store	Shipping Costs	60.25	
1005030	TLO Transunion	Monthly Usage Fee	30.50	
1005030	TLO Transunion	Monthly Usage Fees	58.50	
1005040	Tri-Tech, INC.	DUI Kits/Evidence Collection	216.00	
1005030	Trotsky Investigative Services	Polygraph Testing for Applicants	560.00	
1005030	Tyler Technologies, INC	2019 Tyler Conference	950.00	
1005030	Tyler Technologies, INC	2019 Tyler Conference Registration	950.00	
1005030	Uline	Evidence Supplies	54.47	
1005030	USPS	Certified Postage	26.80	
1005030	USPS	Certified Postage	20.10	
1005030	USPS	Certified Postage	6.70	
1005030	USPS	Certified Postage	6.70	
1005030	USPS	Certified Postage	6.70	
1005030	Verizon Wireless	Cell Phones/Direct Connect	3.99	
1005030	Verizon Wireless	Monthly Cell Phones	665.37	
1005030	Verizon Wireless	Squad Tablet & Air Card Usage	485.34	
1005030	Verizon Wireless	Squad Tablet & Air Cards	217.93	
1005030	WalMart Stores Inc	2 Cases of Water	8.76	
1005030	WalMart Stores Inc	Coffee, Sprayway	14.65	
1005030	WalMart Stores Inc	Misc Supplies for OPD Classes	88.50	
1005030	WalMart Stores Inc	Towels, Kitchen Set, Laundry Bags	25.17	
1005030	Warehouse Direct	Address Labels, Tape, Steno Pads	60.93	
1005030	Warehouse Direct	Credit for Returned Supplies	-41.14	
1005030	Warehouse Direct	Credit for Returned Wall File	-32.25	
1005030	Warehouse Direct	Instaview Display	37.99	
1005030	Warehouse Direct	Magnetic Wall File, Sign Holder Stand	48.77	
1005030	Warehouse Direct	Post-It Notes, Correction Tape, Pens	94.21	
1005030	Warehouse Direct	Sorter with Trays	43.59	
1005030	Warehouse Direct	Steno Credit	-7.02	
1005030	Warehouse Direct	Toner, 30-Sheet Hole Punch	64.35	
1005030	Warehouse Direct	White Envelopes, Manila Folders, Organizers	53.02	
			<b>Police Total:</b>	<b>24,553.74</b>
Public Works:				
1006050	Al Warren Oil Co, INC	Diesel Fuel	705.31	
1006050	Al Warren Oil Co, INC	Diesel Fuel	324.69	
1006050	Al Warren Oil Co, INC	Diesel Fuel	174.54	
1006050	Al Warren Oil Co, INC	Diesel Fuel	145.54	
1006050	Al Warren Oil Co, INC	Diesel Fuel	85.72	
1006050	Al Warren Oil Co, INC	Diesel Fuel	40.73	
1006060	Alarm Detection Systems	New PD - Quarterly Alarm Monitoring	174.00	
1006010	Amazon.com	Ergonomic Monitor Stand	16.99	
1006010	Amazon.com	Ergonomic Monitor Stand	16.99	
1006020	American Public Works Assoc	Branch Awards Luncheon	500.00	
1006030	American Public Works Assoc	IL Road Scholar Program Registration	695.00	
1006010	Aramark Corporation	Uniform Services	33.62	

**Village of Oswego  
Bill List  
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<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1006010	Aramark Corporation	Uniform Services	33.62	
1006010	Aramark Corporation	Uniform Services	33.62	
1006010	Aramark Corporation	Uniform Services	33.62	
1006010	Aramark Corporation	Uniform Services	39.44	
1006010	Aramark Corporation	Uniform Services	39.44	
1006010	Aramark Corporation	Uniform Services	39.44	
1006010	Aramark Corporation	Uniform Services	39.44	
1006050	Aramark Corporation	Uniform Services	32.26	
1006050	Aramark Corporation	Uniform Services	32.26	
1006050	Aramark Corporation	Uniform Services	32.26	
1006050	Aramark Corporation	Uniform Services	32.26	
1006050	Aramark Corporation	Uniform Services	30.26	
1006050	Aramark Corporation	Uniform Services	30.26	
1006050	Aramark Corporation	Uniform Services	30.26	
1006050	Aramark Corporation	Uniform Services	30.26	
1006030	Batteries Plus	12V Batteries	796.00	
1006030	Blain's Farm & Fleet	Job Site Pack, Drill Bits	104.19	
1006050	Bonnell Industries	Coupling for Salt Spreaders	53.22	
1006050	Bonnell Industries	Fittings for Plows	22.74	
1006050	Bonnell Industries	Pin & Cotter Pin, #04	26.93	
1006050	Bonnell Industries	Pump for Brine System, #07	527.37	
1006050	Bonnell Industries	Rubber Cutting Edge, #16	658.46	
1006050	Coffman Truck Sales	Cutting Edge for Truck #14, Pump Oil	237.78	
1006030	Comed	104 E Jackson Street Lights	196.23	
1006030	Comed	1945 Wiesbrook Controller	57.55	
1006030	Comed	3523 Rt 34 Booster 1	28.96	
1006030	Comed	Master Acct Signals & Lights	712.72	
1006030	Comed	Park & Ride	289.88	
1006030	Crescent Electric Supply	175W Bulbs	261.29	
1006030	Crescent Electric Supply	175W, 250W Bulbs, Fuses	532.67	
1006030	Crescent Electric Supply	250W Bulbs	130.64	
1006050	Cylinders, INC.	Cylinder Rebuild, #21	321.45	
1006060	Doors By Russ	4-3 Button Station	80.00	
1006030	Ellingson, Nico	Reimb for Damaged Mailbox	59.94	
1006040	First Place Rental	Bar & Chain Oil, 2-Cycle Fuel Mix	44.92	
1006050	FleetPride	Spreader Light for Truck #04	40.00	
1006030	Fox Ridge Stone	Disposal of Soils	240.00	
1006050	Freeway Ford-Sterling	Wiper Arm, #16	264.29	
1006060	Home Depot	2-Pk Padlock for Maintenance Gate	17.97	
1006060	Home Depot	3M Wall Hangers	17.74	
1006060	Home Depot	Large Capacity Hose Reel	112.95	
1006060	Home Depot	Mounting Tape	19.97	
1006060	Home Depot	Self-Tapping Screws, 50' Cat 5 Cables	43.54	
1006060	Home Depot	Stud Finder	25.84	
1006060	Home Depot	Tapcon 8-Pack	3.77	
1006060	Home Depot	Tapcons for Safe, Anchors	9.72	
1006060	ILLCO, INC.	Air Filters	376.80	
1006060	ILLCO, INC.	Air Filters	113.28	
1006010	Imagination Print & Design	Logo Print on Hi-Vis Shirts	202.50	
1006010	Imagination Print & Design	Office Staff Sweatshirt	36.48	
1006010	Imagination Print & Design	PW Lanyards	126.00	
1006050	Interstate Battery	Batteries for #04	217.90	
1006050	Interstate Battery	Battery for Truck #127	108.95	
1006050	Jims Truck Inspections	Inspection-#106, #03	59.00	
1006050	Jims Truck Inspections	Inspection-#109	29.00	
1006050	Jims Truck Inspections	Inspection-#11	30.00	
1006050	Jims Truck Inspections	Inspection-#126	29.00	
1006050	JX Enterprises, INC.	Truck Repair, #02	1,929.87	
1006050	JX Enterprises, INC.	Washer Pump, #01	33.99	
1006050	Kimball-Midwest	Shop Bin Stock	319.50	
1006050	Kimball-Midwest	Shop Stock	490.98	
1006050	Kimball-Midwest	Stock for Shop Bins	231.57	
1006050	Kimball-Midwest	Stock for Shop Bins	379.00	
1006050	MAC Tools	Drill Bits for Frame Drilling	168.96	
1006050	MARS, INC	Starter for Salt Spreader	118.00	
1006030	Meade Electric Company	Maintenance Traffic Signals	143.60	
1006030	Meade Electric Company	Traffic Signal Maintenance	146.57	
1006030	Meade Electric Company	Traffic Signal Maintenance	293.14	
1006030	Meade Electric Company	Traffic Signal Maintenance	143.60	
1006030	Meade Electric Company	Traffic Signal Maintenance	143.60	
1006030	Meade Electric Company	Traffic Signal Maintenance	463.99	
1006050	Napa Auto Parts	Air Filter, #04	25.14	

**Village of Oswego  
Bill List  
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<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1006050	Napa Auto Parts	Air Filter, #105	64.82	
1006050	Napa Auto Parts	Car Wax for Fleet Vehicles	16.86	
1006050	Napa Auto Parts	Fuel Filter, #04	48.28	
1006050	Napa Auto Parts	Headlights for Plow, #122	8.08	
1006050	Napa Auto Parts	Tire Plugs, Belts for Salt Spreaders	113.33	
1006010	Office Depot	Flash Drives	14.99	
1006060	Office Depot	Wall Clock	41.98	
1006050	Old Dominion Brush Co, INC	Belt for Leaf Vac	214.63	
1006050	Old Dominion Brush Co, INC	Joystick Controller for Leaf Vac	559.13	
1006050	O'Reilly Auto Parts	ABS Sensor, #04	70.19	
1006050	O'Reilly Auto Parts	Axle Seal, #04	75.46	
1006050	O'Reilly Auto Parts	Blower Motor, #11	38.78	
1006050	O'Reilly Auto Parts	Blower Motor, #19, #20	77.56	
1006050	O'Reilly Auto Parts	Headlights for Plow Truck	36.96	
1006050	O'Reilly Auto Parts	Rear Brake Parts, #04	85.89	
1006050	O'Reilly Auto Parts	Rear Brakes, #04	230.81	
1006050	O'Reilly Auto Parts	Returned Wheel Seal, #04	-59.20	
1006060	Oswego Ace Hardware	Batteries	9.99	
1006050	Parent Petroleum, INC	Bulk Oil, Bulk Hydro Fluid	1,733.38	
1006050	Patten Cat	Loader Repair	528.63	
1006050	Pomp's Tire Service, INC	Skid Steer Tire Replacement	444.78	
1006060	Remember the Filter	12-Merv 4 Filters	162.36	
1006010	Rosati's Of Oswego	Lunch for Snowplowing Staff	119.83	
1006050	Rush Truck Center	Fuel/Oil/Air Filters	88.28	
1006050	Rush Truck Center	Fuel/Oil/Air Filters	59.75	
1006060	Schindler Elevator Company	VH - Quarterly Elevator Maintenance	1,048.77	
1006050	Shaw Suburban Media	Legal Advertising	139.50	
1006030	Site One Landscaping	Sidewalk Salt	355.25	
1006060	Stonehill Landscaping Group	Plowing/Salting Cul-de-sacs	50,032.00	
1006030	Stonehill Landscaping Group	Plowing/Salting Cul-de-sacs	50,032.00	
1006030	Stonehill Landscaping Group	Plowing/Salting Cul-de-sacs	12,148.00	
1006030	Stonehill Landscaping Group	Plowing/Salting Cul-de-sacs	25,016.00	
1006030	Superior Asphalt Materials	Cold Patch for Street Repair	214.72	
1006040	The Garden Faire	Leaf Disposal	1,624.00	
1006040	University of IL	Pesticide License Renewal	100.00	
1006030	Verizon Wireless	Cell Phones/Direct Connect	529.16	
1006030	Verizon Wireless	Ipads & Data Devices	164.11	
1006060	WalMart Stores Inc	Command Strips, Towel, Rubbing Alcohol	5.70	
1006060	Warehouse Direct	Credit for Damaged Dish Soap	-9.00	
1006060	Warehouse Direct	File Folders, Labels, Batteries, Dish Liquid	26.88	
1006010	Warehouse Direct	Garbage Bags, Forks, Clips, Tape, Pens	27.21	
1006060	Warehouse Direct	Garbage Bags, Forks, Clips, Tape, Pens	54.92	
1006060	Warehouse Direct	Hand Towels, TP, Cleaner	362.85	
1006050	Wholesale Direct Inc	Wipers, Strobe Lights for Fleet	1,104.38	

Public Works Total: **163,482.98**  
General Fund Total: **302,422.31**

**Water & Sewer Fund:**

5006070	Al Warren Oil Co, INC	Diesel Fuel	592.64
5006070	Al Warren Oil Co, INC	Diesel Fuel	272.82
5006070	Al Warren Oil Co, INC	Diesel Fuel	146.66
5006070	Al Warren Oil Co, INC	Diesel Fuel	122.30
5006070	Al Warren Oil Co, INC	Diesel Fuel	72.02
5006070	Al Warren Oil Co, INC	Diesel Fuel	34.22
5006070	Aramark Corporation	Uniform Services	33.62
5006070	Aramark Corporation	Uniform Services	33.62
5006070	Aramark Corporation	Uniform Services	33.62
5006070	Aramark Corporation	Uniform Services	33.62
5006070	Aramark Corporation	Uniform Services	39.45
5006070	Aramark Corporation	Uniform Services	39.45
5006070	Aramark Corporation	Uniform Services	39.45
5006070	Aramark Corporation	Uniform Services	39.45
5006070	Boughton Trucking & Material, INC	CA7 Rock for Stock	264.00
5006070	Comed	107A Rt. 25 Well 1	114.48
5006070	Comed	378 Ogden Falls, Well 7	1,889.08
5006070	Comed	405A Chicago Rd. Well 2	21.54
5006070	Electric Motor Warehouse	Exhaust Blowers for PRV Stations	372.35
5006070	First Place Rental	Carburetor for Trash Pump	101.68
5006070	First Place Rental	Gaskets for Trash Pump	18.90
5006070	First Place Rental	Pump Rental-Monroe St	87.99
5006070	First Place Rental	Repair 3" Suction Hose	40.00
5006070	Home Depot	Glue for Hose Pump Repair	10.97

**Village of Oswego  
Bill List  
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<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
5006070	Home Depot	Misc Materials for Well 4 Maintenance	38.15	
5006070	Illini Power Products	Generator Well #8 Parts	303.02	
5006070	Illinois Collection Services	Collection Services	63.80	
5006070	ISAWWA	Water Con Full Conference Registration	250.00	
5006070	ISAWWA	Water Con Full Conference Registration	250.00	
5006070	M.E. Simpson Company	Leak Detection-Ashlawn/Glendale	650.00	
5006070	Oswego Ace Hardware	Tapper, Caulk, Concrete Anchor	32.17	
5006070	Third Millennium	Past Due/Shut Off Utility Notices	387.30	
5006070	Third Millennium	Past Due/Shut Off Utility Notices	0.55	
5006070	USA Blue Book	Gasket Material, Punch	289.22	
5006070	USA Blue Book	Gasket Punch	51.09	
5006070	Verizon Wireless	Cell Phones/Direct Connect	529.16	
5006070	Verizon Wireless	Ipads & Data Devices	45.42	
5006070	WalMart Stores Inc	Dehumidifiers for PRV Stations	1,270.00	
5006070	Warehouse Direct	Credit for Dry Erase Board	-23.33	
5006070	Warehouse Direct	Dry Erase Board, Markers	172.59	
5006070	Warehouse Direct	Garbage Bags, Forks, Clips, Tape, Pens	27.21	
5006070	Water Products Co	Frozen Service Repair Supplies	754.31	
5006070	Water Products Co	Main Break Clamps	1,071.84	
5006070	Water Products Co	Water Main Break Clamps	354.96	
			Water & Sewer Fund:	<u>10,971.39</u>
<b>Capital Fund:</b>				
3003000	ClientFirst Consulting Group	Project Oversight: Implementation	2,242.50	
3003000	Kasper & Nottage, PC	Lobbyist Services	7,000.00	
3003000	Mahoney, Silverman & Cross, LLC	Legal Services	92.50	
3003000	Mahoney, Silverman & Cross, LLC	Legal Services	185.00	
3003000	Mahoney, Silverman & Cross, LLC	Legal Services	277.50	
3003000	Tyler Technologies, INC	ERP Implementation Phase 2	3,825.00	
3003000	Tyler Technologies, INC	ERP Implementation Phase 2	541.87	
			Capital Fund:	<u>14,164.37</u>
<b>Vehicle Fund:</b>				
6001000	Bonnell Industries	Bonnell Industries Truck Build	68,100.00	
6001000	Strypes Plus More	New Squad Lettering/Stripes	440.00	
			Vehicle Fund:	<u>68,540.00</u>
<b>Garbage Fund:</b>				
5606010	Groot Industries, INC	Garbage Service	205,373.21	
			Garbage Fund:	<u>205,373.21</u>
<b>Expendable Trust Fund:</b>				
1000000	Aries Charter Transportation	Xmas Walk Bus Deposit 2019	1,487.50	
1000000	Atlantic Custom Solutions	WOTF Stemless Glasses	3,013.28	
1000000	Bass/Schuler Entertainment	Contract Deposit-Wild Daisy, WOTF	600.00	
2302000	Criterion Pictures USA	Movies in the Park-Film	425.00	
2302000	Facebook	Lunafest Advertising	50.00	
2302000	Facebook	Lunafest Advertising	49.98	
2302000	My Sisters Lil Donut Shop	Small Business Fair Catering	173.13	
2302000	Office Depot	Small Business Fair Supplies	46.42	
2302000	Office Depot	Small Business Fair Supplies	31.34	
2302000	Shaw Suburban Media	Legal Advertising	805.00	
			Expendable Trust Fund:	<u>6,681.65</u>
<b>Subdivision Escrow Fund:</b>				
9000000	Arro Laboratory, INC	Coliform Testing-995.18 The Springs	480.00	
9000000	Baxter & Woodman Co	150803.81-195 Kendall Point	15,267.00	
9000000	Baxter & Woodman Co	181091.80-Wind Gate Plan Review	2,500.00	
9000000	K. Hovnanian Homes	Bond Refund-412 Inishowen Ct	250.00	
9000000	K. Hovnanian Homes	Bond Refund-412 Inishowen Ct	1,000.00	
9000000	K. Hovnanian Homes	Bond Refund-412 Inishowen Ct	2,000.00	
9000000	Mahoney, Silverman & Cross, LLC	Legal Services	375.00	
9000000	Robinson Engineering	17-R0496 Hummel Trails #14	1,237.50	
9000000	Robinson Engineering	18-R0317 Hummel Trails #10	1,237.50	
9000000	Shaw Suburban Media	Legal Advertising	202.12	
			Sub Escrow Fund:	<u>24,549.12</u>
<b>Agency Fund:</b>				
9100000	Oswego Comm Unit School Dist 308	Intergovernmental Fees	12,560.45	
9100000	Oswego Comm Unit School Dist 308	Intergovernmental Fees	24,173.69	
9100000	Oswego Fire Protection District	Intergovernmental Fees	3,691.13	
9100000	Oswego Public Library District	Intergovernmental Fees	1,329.91	

**Village of Oswego  
Bill List  
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<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
9100000	Oswegoland Park District	Intergovernmental Fees	17,692.61	
9100000	Oswegoland Park District	Intergovernmental Fees	2,420.81	
			Agency Fund:	<u>61,868.60</u>
<b>TIF Fund:</b>				
2503500	Shaw Suburban Media	Legal Advertising	156.86	
			TIF Fund:	<u>156.86</u>
<b>Other General Fund:</b>				
1000000	I.U.O.E. Local 150	Union Dues	200.09	
1000000	I.U.O.E. Local 150	Union Dues	845.92	
1000000	I.U.O.E. Local 150	Union Dues	36.00	
1000000	I.U.O.E. Local 150	Union Dues	845.92	
1000000	I.U.O.E. Local 150	Union Dues	36.00	
1000000	I.U.O.E. Local 150	Union Dues	200.09	
1000000	Trustmark	Additional Insurance	131.42	
1000000	Trustmark	Additional Insurance	488.26	
1000000	Trustmark	Additional Insurance	1,624.28	
			Other General Fund:	<u>4,407.98</u>
			Grand Total:	<u><u>699,135.49</u></u>

## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** March 19, 2019

**SUBJECT:** Burkhart Subdivision and Variances for 18 and 26 Tyler

**ACTION REQUESTED:**

Approve an Ordinance Granting a Preliminary/Final Subdivision Plat for the Burkhart Subdivision with several Variances for 18 and 26 Tyler Street (First Read of Ordinance, Waiver of Second Read)

**BOARD/COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the request with a Public Hearing on October 4, 2018 (staff report attached). After some discussion, a motion was made to recommend approval of the subdivision plat (approved 5-0). A second motion was made to recommend approval of the requested variances (approved 5-0).

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
NA		

**DEPARTMENT:** Community Development

**SUBMITTED BY:** Rod Zenner, Community Development Director

**FISCAL IMPACT:** Not Applicable

**BACKGROUND:**

The subject property is one of the original lots within the Village of Oswego. It has been improved with two single-family residential homes on 18 and 26 Tyler. These homes were constructed in 1880 and 1850 respectively. The petitioner intends to subdivide the single lot into two parcels for each of the existing single-family homes. The lots would not meet several bulk regulations from the Zoning Ordinance and therefore, the petitioner is requesting several variances.



**DISCUSSION:**

The petitioner intends to subdivide the single lot into two parcels for each of the existing single-family homes. Lot 1 for 26 Tyler would be approximately 5,082 square feet in size. Lot 2 for 18 Tyler would be approximately 3,696 square feet. The subdivision line for the parcel was established to maintain the existing single-family homes.

To establish these two parcels, the petitioner would have to receive several variances. These include lot size, front, side, corner side, and rear yard setbacks, floor area ratio and ground coverage.

The table below provides a summary of the variances requested.

<b>Variance Request Summary</b>			
<b>Item</b>	<b>Requirement</b>	<b>Lot 1</b>	<b>Lot 2</b>
Front Yard Setback	30 feet	5 feet	13.8 feet
Side Yard Setback	12 feet	5 feet	12.8 feet
Combined Side Yard Setback	24 feet total	18.3 feet	26.2 feet
Corner Side Yard	30 feet	5 feet	NA
Rear Yard	30 feet	26.9 feet	29.6 feet
Lot Area	15,000 square feet	5,082 sq. ft.	3,630 sq. ft.
Floor Area Ratio	30%	55.8%	31.7%
Maximum Ground Coverage	25%	39.1%	15.9%

The proposed variance would allow for the continuation of the legal non-conforming single-family residential homes and allow for the subdivision of the two homes onto separate residential lots. Staff believes that the requested variances and subdivision are in keeping with the character of the neighborhood that contains lots that contain reduced setbacks and smaller lot sizes than the current Code requirements and recommend approval. The variances would apply to the existing structures.

**RECOMMENDATION:**

Staff is recommending the First Read of the Ordinance Approving the Burkhart Subdivision Granting Variances to the Front Yard, Side Yard, Corner Side, Combined Side Yard, and Rear Yard Setbacks and Variances to the Lot Area, Floor Area Ratio, and Maximum Ground Coverage for the property located at 18 and 26 Tyler, waiving second read and approving.

**ATTACHMENTS:**

- Ordinance
- Exhibit A: Legal Description

- Exhibit B: Map
- Exhibit C: Subdivision Plat
- Exhibit D: Variance Exhibit
- Planning and Zoning Commission staff report
- Planning and Zoning Commission Minutes

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

---

**ORDINANCE NO. 19 -- \_\_\_\_**

**AN ORDINANCE APPROVING THE BURKHART SUBDIVISION AND GRANTING  
VARIANCES TO REDUCE THE FRONT YARD SETBACK FROM 30 FEET TO 5 FEET, TO  
REDUCE THE SIDE YARD SETBACK FROM 12 FEET TO 5 FEET, TO REDUCE THE  
COMBINED SIDE YARD SETBACK FROM 24 FEET TO 18.3 FEET, TO REDUCE THE  
CORNER YARD SETBACK FROM 30 FEET TO 5 FEET, TO REDUCE THE REAR YARD  
SETBACK FROM 30 FEET TO 26.9 FEET, TO REDUCE THE MINIMUM LOT SQUARE  
FOOTAGE FROM 15,000 SQUARE FEET TO 5,082 SQUARE FEET, TO INCREASE THE  
FLOOR AREA RATIO FROM 30% TO 55.8%, AND INCREASE THE MAXIMUM GROUND  
COVERAGE FROM 25% TO 39.1% FOR LOT 1 AND TO REDUCE THE FRONT YARD  
SETBACK FROM 30 FEET TO 13.8 FEET, REDUCE THE REAR YARD SETBACK FROM 30  
FEET TO 29.6 FEET, TO REDUCE THE MINIMUM SQUARE FOOTAGE OF THE LOT  
FROM 15,000 SQUARE FEET TO 3,630 SQUARE FEET, AND INCREASE THE FLOOR AREA  
RATIO FROM 30% TO 31.7% FOR LOT 2 LOCATED AT 18 AND 26 TYLER STREET, IN  
THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Burkhart Subdivision)

---

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2019

ORDINANCE NO. 19 -- \_\_

---

**AN ORDINANCE APPROVING THE BURKHART SUBDIVISION AND GRANTING VARIANCES TO REDUCE THE FRONT YARD SETBACK FROM 30 FEET TO 5 FEET, TO REDUCE THE SIDE YARD SETBACK FROM 12 FEET TO 5 FEET, TO REDUCE THE COMBINED SIDE YARD SETBACK FROM 24 FEET TO 18.3 FEET, TO REDUCE THE CORNER YARD SETBACK FROM 30 FEET TO 5 FEET, TO REDUCE THE REAR YARD SETBACK FROM 30 FEET TO 26.9 FEET, TO REDUCE THE MINIMUM LOT SQUARE FOOTAGE FROM 15,000 SQUARE FEET TO 5,082 SQUARE FEET, TO INCREASE THE FLOOR AREA RATIO FROM 30% TO 55.8%, AND INCREASE THE MAXIMUM GROUND COVERAGE FROM 25% TO 39.1% FOR LOT 1 AND TO REDUCE THE FRONT YARD SETBACK FROM 30 FEET TO 13.8 FEET, REDUCE THE REAR YARD SETBACK FROM 30 FEET TO 29.6 FEET, TO REDUCE THE MINIMUM SQUARE FOOTAGE OF THE LOT FROM 15,000 SQUARE FEET TO 3,630 SQUARE FEET, AND INCREASE THE FLOOR AREA RATIO FROM 30% TO 31.7% FOR LOT 2 LOCATED AT 18 AND 26 TYLER STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Burkhart Subdivision)

---

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

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

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

**WHEREAS**, the petitioner, Leonard Burkhart, has filed an application for subdivision and variances to allow for a two-lot single-family residential subdivision; and

**WHEREAS**, the subject property is commonly known as 18 and 26 Tyler Street 378, zoned R-3 Two Family Residence District, and is currently improved with two single-family residential homes; and

**WHEREAS**, granting the required variances specifically for the existing structures would permit the subdivision of the property and still be in keeping with the neighborhood; and

**WHEREAS**, the Planning and Zoning Commission considered the request at a Public Hearing held on October 4, 2018, accepted the findings of fact and recommended approval (5 ayes, 0 nays); and

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

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

**Section 1:** That the recitals set forth above are incorporated here by reference, and the application for subdivision and variances to reduce the front yard setback from 30 feet to 5 feet, to reduce the side yard setback from 12 feet to 5 feet, to reduce the combined side yard setback from 24 feet to 18.3 feet, to reduce the corner yard setback from 30 feet to 5 feet, to reduce the rear yard setback from 30 feet to 26.9 feet, to reduce the minimum lot square footage from 15,000 square feet to 5,082 square feet, to increase the floor area ratio from 30% to 55.8%, and increase the maximum ground coverage from 25% to 39.1% for Lot 1 and to reduce the front yard setback from 30 feet to 13.8 feet, reduce the rear yard setback from 30 feet to 29.6 feet, to reduce the minimum square footage of the lot from 15,000 square feet to 3,630 square feet, and increase the floor area ratio from 30% to 31.7% for Lot 2 located at 18 and 26 Tyler Street is approved subject to installing new water service lines. The variances are granted specifically for the structures currently depicted on Exhibit D and shall not apply to any building or structure not currently existing.

The property is legally described on *Exhibit "A"* and indicated on an accurate location map identified as *Exhibit "B"*. The variance is granted subject to compliance with the following Exhibit(s):

*Exhibit "C"* – Subdivision Plat

*Exhibit "D"* – Variance Exhibit

## **Section 2: SEVERABILITY**

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

## **Section 3: REPEALER**

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

## **Section 4: EFFECTIVE DATE**

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

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

RYAN KAUFFMAN

\_\_\_\_\_

JUDY SOLLINGER

\_\_\_\_\_

KARIN MCCARTHY-LANGE

\_\_\_\_\_

LUIS PEREZ

\_\_\_\_\_

PAM PARR

\_\_\_\_\_  
JOE WEST

**APPROVED** by me, Gail Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois, this \_\_\_\_ day of \_\_\_\_, 2019.

\_\_\_\_\_  
GAIL E. JOHNSON, VILLAGE PRESIDENT

\_\_\_\_\_  
TINA TOUCHETTE, VILLAGE CLERK



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

**CLERK'S CERTIFICATE**

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

**AN ORDINANCE APPROVING THE BURKHART SUBDIVISION AND GRANTING VARIANCES TO REDUCE THE FRONT YARD SETBACK FROM 30 FEET TO 5 FEET, TO REDUCE THE SIDE YARD SETBACK FROM 12 FEET TO 5 FEET, TO REDUCE THE COMBINED SIDE YARD SETBACK FROM 24 FEET TO 18.3 FEET, TO REDUCE THE CORNER YARD SETBACK FROM 30 FEET TO 5 FEET, TO REDUCE THE REAR YARD SETBACK FROM 30 FEET TO 26.9 FEET, TO REDUCE THE MINIMUM LOT SQUARE FOOTAGE FROM 15,000 SQUARE FEET TO 5,082 SQUARE FEET, TO INCREASE THE FLOOR AREA RATIO FROM 30% TO 55.8%, AND INCREASE THE MAXIMUM GROUND COVERAGE FROM 25% TO 39.1% FOR LOT 1 AND TO REDUCE THE FRONT YARD SETBACK FROM 30 FEET TO 13.8 FEET, REDUCE THE REAR YARD SETBACK FROM 30 FEET TO 29.6 FEET, TO REDUCE THE MINIMUM SQUARE FOOTAGE OF THE LOT FROM 15,000 SQUARE FEET TO 3,630 SQUARE FEET, AND INCREASE THE FLOOR AREA RATIO FROM 30% TO 31.7% FOR LOT 2 LOCATED AT 18 AND 26 TYLER STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Burkhart Subdivision)

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

LOT 7 BLOCK 15 IN THE ORIGINAL TOWN OF OSWEGO, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS. COMMONLY KNOWN AS: 18 AND 26 WEST TYLER STREET, OSWEGO, ILLINOIS.



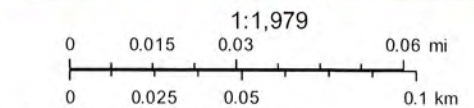
# Burkhart Subdivision



November 15, 2018

Parcels

Exhibit B



Copyright © 2017 Village of Oswego, Illinois  
 Kendall County Illinois GIS  
 Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community





# R-3 Variance Exhibit

LOT 7 BLOCK 15 IN THE ORIGINAL TOWN OF OSWEGO, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 18 AND 26 WEST TYLER STREET, OSWEGO, ILLINOIS.

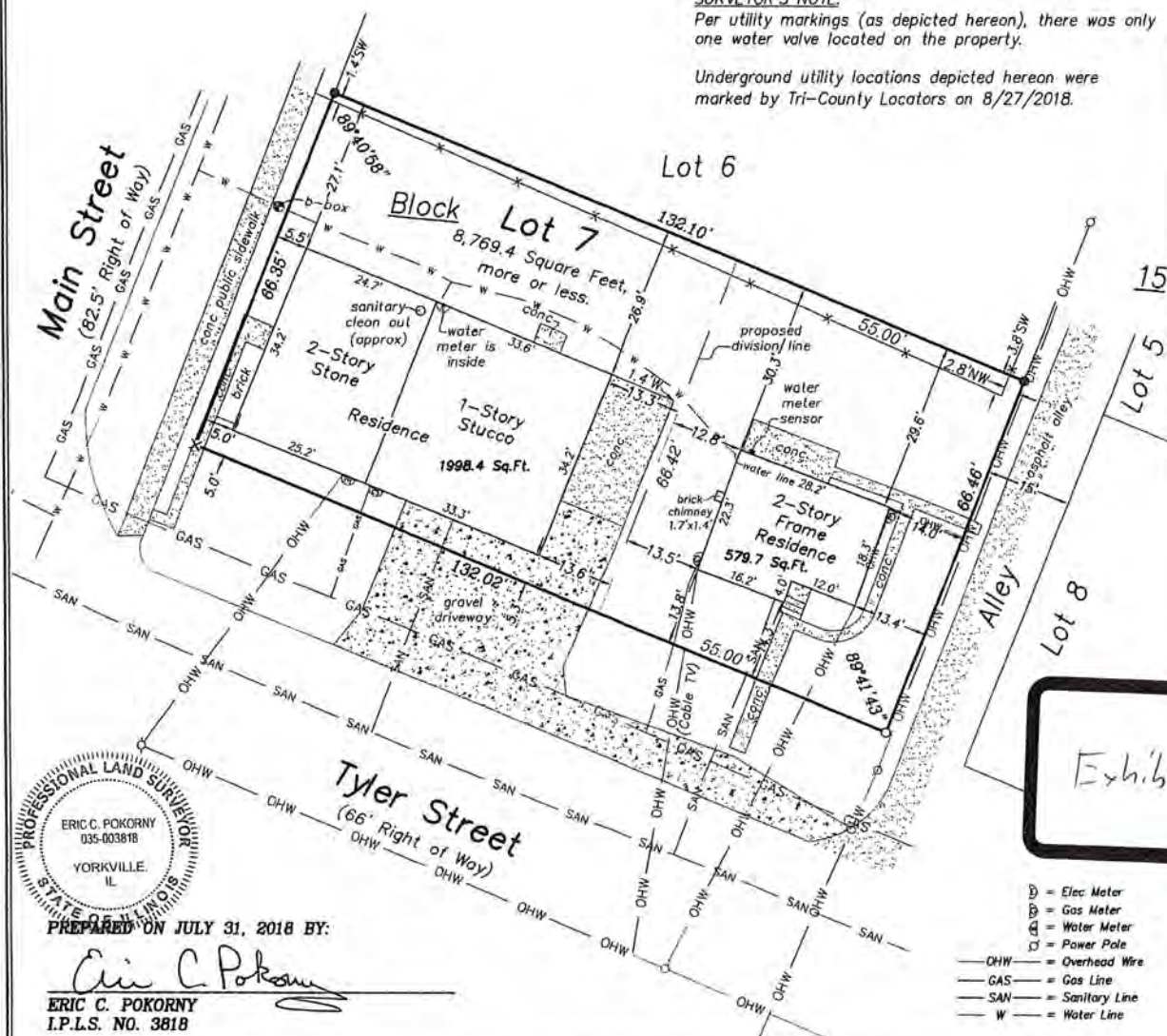
The following table reflects our findings after a review of the Village of Oswego Zoning Ordinance, (For our review we assumed the "Front" of the Westerly residence to be on Tyler Street.):

Applicable Ordinance Compliance Table					
Ordinance Item	Requirement	Westerly Parcel	Easterly Parcel	Variance needed Westerly	Variance needed Easterly
D-1: Front Yard Setback	30'	5.0'	13.8'	yes	yes
D-2-a: Side Yard Setback	12'	5.0'(W)/13.3'(E)	12.8'(W)/13.4'(E)	yes	no
D-2-b: Side Yard Setback	24' (total)	18.3'	26.2'	yes	no
D-2-c: Corner Lot Side Yard Setback	30' (from Main St.)	5.0'	N/A	yes	no
D-3: Rear Yard Setback	30'	26.9'	29.6'	yes	yes
E-1: Floor Area Ratio	30%	55.8%	31.7%	yes	yes
F-1: Max. Ground Coverage (Building coverage)	25%	39.1%	15.9%	yes	no

## SURVEYOR'S NOTE:

Per utility markings (as depicted hereon), there was only one water valve located on the property.

Underground utility locations depicted hereon were marked by Tri-County Locators on 8/27/2018.



PREPARED ON JULY 31, 2018 BY:

*Eric C. Pokorny*  
**ERIC C. POKORNY**  
 I.P.L.S. NO. 3818

**Scale: 1" = 20'**  
 ○ = Found 3/4" Dia. Iron Pipe  
 X = Found Cut Cross  
 ⊗ = Set Iron Pipe 1/2" Dia. x 24"  
 N = North E = East  
 S = South W = West  
 (XX.XX') = Record Distance  
 XX.XX' = Measured Distance  
 — = Concrete/Asphalt  
 — = Gravel

Michel C. Ensalaco, P.L.S. 2768, Exp. 11/30/2018  
 Eric C. Pokorny, P.L.S. 3818, Exp. 11/30/2018

**TODD SURVEYING**

Professional Land Surveying Services

"Cornerstone Surveying PC"

759 John Street, Suite D

Yorkville, IL 60560

Phone: 630-892-1309 Fax: 630-892-5544

Survey is only valid if original seal is shown in red.

Client: Leonard Burkhart  
 Book #: 2481/sh Drawn By: J.G.E.P. Plot #: 406  
 Reference:  
 Field Work Completed: 5/23/2018  
 Rev. Date Rev. Description  
 8/1/18 per village review comments  
 8/30/18 added underground utilities  
 Project Number:  
 2018-1083



## COMMUNITY DEVELOPMENT DEPARTMENT



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

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### **STAFF REPORT**

**DATE:** September 20, 2018

**TO:** Chairman and Planning and Zoning Commission

**FROM:** Rod Zenner, Community Development Director

**SUBJECT:** Staff Report for the October 4, 2018 Planning and Zoning Commission Meeting  
Burkhart Subdivision; Variance and Preliminary/Final Subdivision Plat  
Project #1026.18

#### **Applicant**

Leonard Burkhart

#### **Requested Action**

The applicant requests approval of a variance to the setbacks, lot sizes, and lot coverage to allow for a two-lot single family residential subdivision.

#### **Location, Existing Zoning and Land Use**

The property is located at 18 and 26 West Tyler. The property is zoned R-3 Two Family Residence District and is improved with two single family residential homes.

#### **Surrounding Zoning and Land Uses**

North: R-3 Two Family Residence District – Single Family Residential  
South: R-3 Two Family Residence District – Single Family Residential  
East: R-3 Two Family Residence District – Single Family Residential  
West: B-1 Neighborhood Business District – Single Family Residential

#### **Relationship to Village Comprehensive Plan**

The proposed use is consistent with the Comprehensive Plan's designation of the area as "Downtown Core".

#### **Donation Requirements**

None.

## Staff Analysis

The subject property has been developed with two single-family residential homes on a single lot. The petitioner intends to subdivide the single lot into two parcels for each of the existing single-family homes. Lot 1 for 26 Tyler would be approximately 5,082 square feet in size. Lot 2 for 18 Tyler would be approximately 3,696 square feet. The subdivision line for the parcel was established to maintain the existing single-family homes.

To establish these two parcels, the petitioner would have to receive several variances. These include lot size, front, side, corner side, and rear yard setbacks, floor area ratio and ground coverage.

The table below provides a summary of the variances requested.

Variance Request Summary			
Item	Requirement	Lot 1	Lot 2
Front Yard Setback	30 feet	5 feet	13.8 feet
Side Yard Setback	12 feet	5 feet	12.8 feet
Combined Side Yard Setback	24 feet total	18.3 feet	26.2 feet
Corner Side Yard	30 feet	5 feet	NA
Rear Yard	30 feet	26.9 feet	29.6 feet
Lot Area	15,000 square feet	5,082 sq. ft.	3,630 sq. ft.
Floor Area Ratio	30%	55.8%	31.7%
Maximum Ground Coverage	25%	39.1%	15.9%

The proposed variance would allow for the continuation of the legal non-conforming single-family residential homes and allow for the subdivision of the two homes onto separate residential lots. Staff believes that the requested variances and subdivision are in keeping with the character of the neighborhood that contains lots that contain reduced setbacks and smaller lot sizes than the current Code requirements and recommend approval.

## Standards for Variations

The Village Board shall not vary the regulations of this Ordinance unless the Zoning Board of Appeals shall make findings of fact based upon the evidence as presented that:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.

*The proposed subdivision is necessary to facilitate the sale of the property. The variances allow the property to continue to exist as it has for some time.*

2. The alleged hardship has not been directly created by any person presently having a proprietary interest in the premises.

*The property has existed in this condition for many years and prior to the Zoning Standards of the Village of Oswego.*

3. Strict enforcement of this title would result in practical difficulties or imposed exceptional hardships due to special and unusual conditions which are not generally found on other properties in the same zoning district.

*The strict enforcement could result in the inability of the property owner to repair the existing homes or result in their demolition in the future due to their non-conforming status.*

4. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood and will not alter the essential character.

*The proposed variance will not alter the character of the neighborhood and will bring the non-conforming property into compliance.*

5. The proposed variation is in harmony with the spirit and intent of this ordinance.

*The variance will allow for the property to continue as it has for many years in the downtown area of the Village.*

### **Recommendation**

---

**Staff recommends approval of the preliminary and Final Subdivision Plat for the Burkhart Subdivision and recommends approval.**

**Staff is of the opinion that the request meets the standards for variance for Lot 1 to:**

**Reduce the front yard setback from 30 feet to 5 feet  
Reduce the side yard setback from 12 feet to 5 feet  
Reduce the combined side yard setback from 24 feet to 24 feet  
Reduce the corner yard setback from 30 feet to 5 feet  
Reduce the rear yard setback from 30 feet to 26.9 feet  
Reduce the lot square footage from 15,000 square feet to 5,082 square feet  
Increase the floor area ration from 30% to 55.8%  
Increase the maximum ground coverage from 25% to 39.1%**

**And the variances for Lot 2 to:**

**Reduce the front yard setback from 30 feet to 13.8 feet  
Reduce the rear yard setback from 30 feet to 29.6 feet  
Reduce the lot square footage from 15,000 square feet to 3,630 square feet  
Increase the floor area ration from 30% to 31.7%**

**And recommends approval.**

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

**October 4, 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: Matt Garland, Rick Kuhn, Charlie Pajor, Rebecca Stine, Robyn Vickers  
Absent: Dominic Cirone, Ken Holmstrom

There was a quorum.

Oswego community representatives in attendance were:

Present: Rod Zenner, Community Development Director; Pam Johnson, Recording Secretary; Judy Sollinger, Village Trustee

**3.**

**4. PUBLIC HEARINGS**

**Variance and Subdivision Plat**

Burkhart Subdivision

Applicant: Leonard Burkhart

Project #1026.18

Project Manager: Rod Zenner

Motion: Commissioner Kuhn, second Commissioner Vickers to open the Public Hearing at 7:07 p.m.

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

Nays: None

Absent: Commissioners Cirone and Holmstrom

Motion carried

Director Zenner stated the subject property is located at 18 and 26 West Tyler Street and currently has two single-family homes on one single lot. Director Zenner stated the applicant is requesting a variance for setbacks to subdivide the single lot into two separate lots.

Marcos Martinez was sworn in  
Oswego, Illinois

Mr. Martinez is a representative for the Burkhart Subdivision. Mr. Martinez stated the applicant is requesting a variance to allow the one single lot to be divided into two lots.

No additional audience members wished to speak at the public hearing.

Motion: Commissioner Garland, second Commissioner Stine to close the Public Hearing at 7:09 p.m.

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

Nays: None

Absent: Commissioners Cirone and Holmstrom

Motion carried

**Commissioner Comments:**

None.

**Recommendation:**

Motion: Commissioner Stine, second Commissioner Vickers to accept the findings of fact for the standards for a Preliminary and Final Subdivision Plat for the Burkhart Subdivision.

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

Nays: None

Absent: Commissioners Cirone and Holmstrom

Motion: Commissioner Stine, second Commissioner Vickers to accept the findings of fact for the standards for a Variance for Lot 1 to:

Reduce the front yard setback from 30 feet to 5 feet

Reduce the side yard setback from 12 feet to 5 feet

Reduce the combined side yard setback from 24 feet to 24 feet

Reduce the corner yard setback from 30 feet to 5 feet

Reduce the rear yard setback from 30 feet to 26.9 feet

Reduce the lot square footage from 15,000 square feet to 5,082 square feet

Increase the floor area ration from 30% to 55.8%

Increase the maximum ground coverage from 25% to 39.1%

And to accept the findings of fact for the standards for a Variance for Lot 2 to:

Reduce the front yard setback from 30 feet to 13.8 feet

Reduce the rear yard setback from 30 feet to 29.6 feet

Reduce the lot square footage from 15,000 square feet to 3,630 square feet

Increase the floor area ration from 30% to 31.7%

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

Nays: None

Absent: Commissioners Cirone and Holmstrom

Motion carried

## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** March 19, 2019

**SUBJECT:** Preliminary Final Subdivision Plat for Old Village Hall Block

**ACTION REQUESTED:**

Approve an Ordinance Granting a Preliminary/Final Subdivision Plat for Old Village Hall Block Subdivision Located at Western Corner of Washington Street and Main Street (First Read of Ordinance, Waiver of Second Read)

**BOARD/COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the request on November 8, 2018 (staff report attached). After some discussion, a motion was made and seconded to recommend approval of the subdivision plat (approved 7-0).

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
12/3/2013	Village Board meeting	Approved Ordinance #13-74 approving a re-subdivision of two Lots within the block

**DEPARTMENT:** Community Development

**SUBMITTED BY:** Rod Zenner, Community Development Director

**FISCAL IMPACT:** NA

**BACKGROUND:**

The property is generally located at the western corner of Main Street and Washington Street, east of Adams Street. The property is currently improved with Firehouse Pizza and the former Chamber of Commerce building. In 2013, the Village approved a Re-subdivision of the Original Town of Oswego as Ordinance #13-74. This re-subdivision created separate lots for each of the two remaining buildings.

**DISCUSSION:**

The petitioner is requesting a re-subdivision to alter the lot line between 63 and 65 Washington. The resulting subdivision creates Lot 1 for the proposed parking lot containing



9,318 square feet, Lot 2 for the Firehouse restaurant containing 9,439 square feet, Lot 3 for the proposed Mexican restaurant containing 9,129 square feet, and Lot 4 containing 9,316 square feet for 113 Main Street.

**RECOMMENDATION:**

Staff is recommending the First Read of the Ordinance Granting a Preliminary/Final Subdivision Plat for Old Village Hall Block, waiving second read and approving.

**ATTACHMENTS:**

- Ordinance
- Exhibit A: Legal Description
- Exhibit B: Preliminary/Final Subdivision Plat
- Planning and Zoning Commission staff report
- Planning and Zoning Commission meeting minutes

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

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**ORDINANCE NO. 19 --**

**AN ORDINANCE GRANTING A PRELIMINARY/FINAL SUBDIVISION PLAT FOR OLD  
VILLAGE HALL BLOCK LOCATED SOUTH OF WASHINGTON STREET EAST OF ADAMS  
STREET AND WEST OF MAIN STREET, IN THE VILLAGE OF OSWEGO, KENDALL  
COUNTY, ILLINOIS**

(Old Village Hall Block Subdivision Plat)

---

**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 GRANTING A PRELIMINARY/FINAL SUBDIVISION PLAT FOR OLD VILLAGE HALL BLOCK LOCATED SOUTH OF WASHINGTON STREET EAST OF ADAMS STREET AND WEST OF MAIN STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Old Village Hall Block Subdivision Plat)

---

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

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

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

**WHEREAS**, the petitioner, the Village of Oswego, has submitted an application for a Preliminary/Final Subdivision Plat to establish four Lots; and

**WHEREAS**, the subject property is commonly located south of Washington Street, east of Adams Street and West of Main Street also known as Lots 4 and 6 in Block 11 of the Original Town of Oswego and Lots 1 and 2 in the Resubdivision Original Town of Oswego recorded as Document 15-5793 in Kendall County; and

**WHEREAS**, the Planning and Zoning Commission considered the request at a meeting held on November 8, 2018, accepted the findings of fact and recommended approval (7 ayes - 0 nays); and

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

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

**Section 1:** That the recitals set forth above are incorporated here by reference, and the application for a Preliminary/Final Subdivision Plat for Old Village Hall Block Subdivision is approved, subject to engineering approval.

The Property is legally described on *Exhibit "A"* and depicted on the Preliminary/Final Plat as Exhibit "B".

## **Section 2: SEVERABILITY**

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

## **Section 3: REPEALER**

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

## **Section 4: EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_\_ day of \_\_\_\_ 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**  
**(ORDINANCE)**

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

**AN ORDINANCE GRANTING A PRELIMINARY/FINAL SUBDIVISION PLAT FOR OLD VILLAGE HALL BLOCK LOCATED SOUTH OF WASHINGTON STREET EAST OF ADAMS STREET AND WEST OF MAIN STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Old Village Hall Block Subdivision Plat)

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)

**OLD VILLAGE HALL BLOCK SUBDIVISION – LEGAL DESCRIPTION**

LOTS 1 AND 2 IN THE FINAL PLAT OF RESUBDIVISION ORIGINAL TOWN OF OSWEGO, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 2015 AS DOCUMENT 15-5793 IN KENDALL COUNTY, ILLINOIS.

TOGETHER WITH;

LOT 4 AND THE SOUTHEASTERLY HALF OF THE VACATED ALLEY LYING ADJACENT TO AND WESTERLY OF SAID LOT 4, ALL IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO, RECORDED IN "BOOK A" ON PAGE 285, IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS,

AND ALSO;

LOT 6 AND THE NORTHWESTERLY HALF OF THE VACATED ALLEY LYING ADJACENT TO AND EASTERLY OF SAID LOT 6, ALL IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO, RECORDED IN "BOOK A" ON PAGE 285, IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS,

Exhibit A



# PRELIMINARY/FINAL PLAT OF SUBDIVISION FOR OLD VILLAGE HALL BLOCK SUBDIVISION OSWEGO, ILLINOIS

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS



PROPOSED	EXISTING	DESCRIPTION
---	---	SUBDIVISION BOUNDARY
---	---	RIGHT OF WAY LINE
---	---	LOT LINE
---	---	CENTER LINE
---	---	EASEMENT LINE
---	---	SECTION LINE
---	---	UNDERLYING LOT LINE
---	---	EXISTING BUILDING SETBACK LINE
---	---	CONCRETE MONUMENT TO BE SET

ABBREVIATIONS	
REC.	RECORD DATA
MEAS.	MEASURED DATA
(DEEG)	MEASURED PER DEED DATA
R.	RADIUS
A.	ARC DATA
ROW	RIGHT OF WAY
PL	PROPERTY LINE
CL	CENTERLINE
PUE	PUBLIC UTILITIES EASEMENT
S.F.	SQUARE FEET
AC	ACRE
IP	IRON PIPE
FOUND	FOUND
N	NORTH
S	SOUTH
E	EAST
W	WEST

AREA SUMMARY	
GROSS AREA	= 37,211 SQ. FT. (0.854 AC.) MORE OR LESS
LOT 1	= 9,328 SQ. FT. (0.214 AC.)
LOT 2	= 9,439 SQ. FT. (0.217 AC.)
LOT 3	= 9,129 SQ. FT. (0.210 AC.)
LOT 4	= 9,316 SQ. FT. (0.214 AC.)

- NOTES:**
1. BASIS OF BEARINGS - THE BEARINGS SHOWN ON THE PLAT MAP ARE BASED ON NAD 83 (2011 ADJ.) ILLINOIS STATE PLANE EAST ZONE.
  2. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
  3. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
  4. ALL PROPOSED EASEMENTS DEPICTED ON THIS PLAT ARE HEREBY GRANTED.
  5. ALL EASEMENTS DEPICTED ON THE PLAT MAP ARE FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES UNLESS OTHERWISE NOTED.
  6. SURVEYED LAND IS DETERMINED TO BE ZONE "X" PER FLOOD INSURANCE RATE MAP NO. 19001-0000H WITH EFFECTIVE DATE OF 01/01/2014.
  7. SET 1/4" X 1/4" IRON PIPE AT ALL PROPERTY CORNERS UNLESS VOTED OTHERWISE. ALL CORNERS TO BE SET WITHIN 12 MONTHS AFTER RECORDING DATE OF THE SUBDIVISION PLAT OR PRIOR TO THE CONVEYANCE OF ANY LOT.

VAN BUREN STREET  
HERE TO BE LOCATED

ADAMS STREET  
HERE TO BE LOCATED

WASHINGTON STREET  
(U.S. RTE. 34)  
HERE TO BE LOCATED

MAIN STREET  
HERE TO BE LOCATED

**ROAKE AND ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS  
1084 QUINCY AVENUE, SUITE 100 • CHAMPAIGN, ILLINOIS 61820  
TEL. (830) 366-3232 • FAX (830) 366-3287

PREPARED FOR  
VILLAGE OF OSWEGO  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
(630) 554-3622

REVISIONS	
NO.	DATE

OLD VILLAGE HALL BLOCK SUBDIVISION

PRELIMINARY/FINAL PLAT OF SUBDIVISION

DATE OF PREP.	DATE OF REC.	DATE OF REC.	DATE OF REC.	DATE OF REC.
10/31/18	10/31/18	10/31/18	10/31/18	10/31/18

123

Exhibit B  
Page 1 of 2



## COMMUNITY DEVELOPMENT DEPARTMENT



100 Parkers Mill • Oswego, IL 60543 • (630) 554-3622 •  
Website: <http://www.oswego.il.org>

---

### **STAFF REPORT**

**DATE:** October 31, 2018

**TO:** Chairman and Planning and Zoning Commission

**FROM:** Rod Zenner, Community Development Director

**SUBJECT:** Staff Report for the October 4, 2018 Planning and Zoning Commission Meeting  
Old Village Hall Block – Subdivision Plat  
Project #1021.18

#### **Applicant**

Village of Oswego

#### **Requested Action**

The applicant is requesting approval of a Final Subdivision Plat of Lots 1 and 2 in the Resubdivision of Original Town of Oswego.

#### **Location, Existing Zoning and Land Use**

The property is located at 63 and 65 W Washington Street, is zoned B-1 Neighborhood Business District, and is improved with a restaurant and vacant office building.

#### **Surrounding Zoning and Land Uses**

North: B-1 Neighborhood Shopping District - Retail  
South: B-1 Neighborhood Shopping District - Vacant  
East: B-2 Community Shopping District – Office Retail  
West: M-1 Limited manufacturing District – Auto Sales

#### **Relationship to Village Comprehensive Plan**

The proposed use is consistent with the Comprehensive Plan's designation of the area as "Downtown Core".

#### **Donation Requirements**

NA

### **Staff Analysis**

---

The property is generally located at the southern corner of Washington Street and Adams Street known as 63 and 65 W Washington Street. The property is currently improved with Firehouse Pizza and the former Chamber of Commerce building. In 2013, the Village approved a Resubdivision of the Original Town of Oswego as Ordinance #13-74. This resubdivision created a separate lot for each of the two buildings.

The petitioner is requesting a resubdivision to alter the lot line between 63 and 65 Washington. The resulting subdivision creates Lot 1 for the proposed parking lot containing 9,318 square feet, Lot 2 for the Firehouse restaurant containing 9,439 square feet, Lot 3 for the proposed Mexican restaurant containing 9,129 square feet, and Lot 4 containing 9,316 square feet.

### **Recommendation**

---

**Staff recommends the Planning and Zoning Commission approval of the Final Plat of Subdivision for Old Village Hall Block Resubdivision.**

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

**November 8, 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; Natalie Zine, Planner; Pam Johnson, Recording Secretary; Judy Sollinger, Village Trustee; Chad Feldotto, Oswegoland Park District

**6. NEW BUSINESS**

**Subdivision Plat**

Old Village Hall Block

Applicant: Village of Oswego

Project #1021.18

Project Manager: Rod Zenner

Director Zenner stated the applicant is requesting approval of a Final Subdivision Plat of Lot 1 and Lot 2 in the Resubdivision of Original Town of Oswego.

**Commissioner Comments:**

There was a discussion about the surrounding businesses and parking options.

**Recommendation:**

Motion: Commissioner Vickers, second Commissioner Stine to accept the findings of fact for the approval of the Final Plat of Subdivision for Old Village Hall Block Resubdivision.

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

Nays: None

Absent: None

Motion carried

## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** March 19, 2019

**SUBJECT:** Preliminary Final PUD for Adams Street Parking Lot

**ACTION REQUESTED:**

Approve an Ordinance Granting a Preliminary/Final Planned Unit Development (PUD) for the Adams Street Parking Lot Located at 110 Adams Street (First Read of Ordinance, Waiver of Second Read)

**BOARD/COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the request with a Public Hearing on November 8, 2018 (staff report attached). After some discussion, a motion was made and seconded accept the findings of fact and to recommend approval of the Preliminary/Final PUD for the Adams Street Parking Lot subject to staff review of the ground elevations and pedestrian access to Lot #2 (approved 7-0).

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
NA		

**DEPARTMENT:** Community Development

**SUBMITTED BY:** Rod Zenner, Community Development Director

**FISCAL IMPACT:** To be included in the Capital Improvement Program

**BACKGROUND:**

The Village has been working with redevelopment proposals on two lots within Block 11 of the Village's downtown, specifically 63 W. Washington and 113 Main Street (the former Village Hall site). As part of the redevelopment of those lots, the Village has been working to provide public improvements to the remainder of the block. As part of these improvements, the Village is proposing to construct a public parking lot on 100 Adams Street.



**DISCUSSION:**

The proposed lot will contain 21 parking spaces and have vehicular access along the alley and Adams Street. The parking will be open to the public and serve the parking needs of the downtown area. The plan also includes a large trash enclosure. The enclosure will be utilized by multiple businesses on the block and will serve to consolidate the trash needs of the block.

At the November Planning and Zoning Commission meeting, the Commission discussed pedestrian access to the corner lot, the Firehouse Pizza parcel. The alley currently has a steep slope in this area that could affect pedestrians in this area. As part of the redevelopment, the alley's grade will be adjusted to be somewhat flatter than the current condition. Unfortunately, due to existing grades of the surrounding road network, the grades behind the Firehouse Pizza parcel will not meet the ADA requirements for pedestrians. Patrons who park in the Adams Street parking lot could utilize the walkway proposed along the east side of the Mexican restaurant to be located on 63 Washington, then utilize the Washington Street sidewalk to access the front door of the Firehouse building, thereby avoiding the steeper slopes of the alley.

**RECOMMENDATION:**

Staff is recommending the First Read of the Ordinance Granting a Preliminary/Final Planned Unit Development (PUD) for the Adams Street parking lot located at 110 Adams Street, waiving second read and approving.

**ATTACHMENTS:**

- Ordinance
- Exhibit A: Legal Description
- Exhibit B: Preliminary/Final PUD
- Planning and Zoning Commission staff report
- Planning and Zoning Commission meeting minutes

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

---

**ORDINANCE NO. 19 --**

**AN ORDINANCE GRANTING A PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT  
(PUD) FOR THE ADAMS STREET PARKING LOT LOCATED AT 110 ADAMS STREET, IN  
THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Adams Street Parking Lot)

---

**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.

**AN ORDINANCE GRANTING A PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT  
(PUD) FOR THE ADAMS STREET PARKING LOT LOCATED AT 110 ADAMS STREET, IN  
THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Adams Street Parking Lot)

---

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

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

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

**WHEREAS**, the petitioner, the Village of Oswego, has submitted an application for a Preliminary/Final Planned Unit Development (PUD) to allow for the construction of a twenty-one (21) space parking lot and trash enclosure located at 110 Adams Street; and

**WHEREAS**, the subject property is commonly known as 110 Adams Street, is currently zoned B-1 Neighborhood Business District, and is currently vacant pending development; and

**WHEREAS**, the Planning and Zoning Commission considered the request at a Public Hearing held on November 8, 2018, accepted the findings of fact and recommended approval (7 ayes - 0 nays); and

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

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

**Section 1:** That the recitals set forth above are incorporated here by reference, and the application for a Preliminary/Final Planned Unit Development (PUD) for the Adams Street Parking Lot to allow for the construction of a twenty-one (21) space parking lot and trash enclosure located at 110 Adams Street is approved, subject to engineering approval.

The Property is legally described on *Exhibit "A"* and depicted on the Preliminary/Final PUD Plat as Exhibit "B".

## **Section 2: SEVERABILITY**

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

## **Section 3: REPEALER**

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

## **Section 4: EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_\_ day of \_\_\_\_ 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       )  
  )       SS  
COUNTIES OF KENDALL)  
AND WILL

**CLERK'S CERTIFICATE**  
**(ORDINANCE)**

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

**AN ORDINANCE GRANTING A PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR THE ADAMS STREET PARKING LOT LOCATED AT 110 ADAMS STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Adams Street Parking Lot)

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)

Legal Description

LOT 6 AND THE NORTHWESTERLY HALF OF THE VACATED ALLEY LYING  
ADJACENT TO THE EASTERLY OF SAID LOT 6, ALL IN BLOCK 11 OF THE ORIGINAL  
VILLAGE OF OSWEGO, IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP  
37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL  
COUNTY, ILLINOIS.

Exhibit  
A



# PRELIMINARY/ FINAL PLANNED UNIT DEVELOPMENT OF 110 SOUTH ADAMS STREET - OSWEGO, ILLINOIS

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS



LOCATION MAP

## OWNER'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF KENDALL } SS

THIS IS TO CERTIFY THAT \_\_\_\_\_ IS THE OWNER OF  
PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER HAS CAUSED THE SAME TO BE  
PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND  
AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER DOES HEREBY  
ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID

DATED AT \_\_\_\_\_ CITY \_\_\_\_\_ ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
MONTH \_\_\_\_\_ A.D. 20\_\_\_\_

BY: \_\_\_\_\_ SIGNATURE \_\_\_\_\_ ATTEST: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ PRINT TITLE \_\_\_\_\_ TITLE \_\_\_\_\_ PRINT TITLE \_\_\_\_\_

## NOTARY'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF KENDALL } SS

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN  
THE STATE AFORESAID DO HEREBY CERTIFY THAT \_\_\_\_\_  
AND \_\_\_\_\_ OF SAID OWNER WHO ARE PERSONALLY  
KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO  
THE FORGOING INSTRUMENT AS SUCH \_\_\_\_\_ AND  
TITLE \_\_\_\_\_ RESPECTFULLY APPEARED BEFORE ME THIS DAY

IN PERSON AND JOINTLY AND SEVERALLY 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 OWNER FOR THE USES AND PURPOSES THEREIN SET  
FORTH

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
DATE \_\_\_\_\_ MONTH \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

MY COMMISSION EXPIRES ON \_\_\_\_\_ MONTH \_\_\_\_\_ DATE \_\_\_\_\_  
20\_\_\_\_

## VILLAGE PRESIDENT'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF KENDALL } SS

APPROVED BY THE VILLAGE PRESIDENT OF THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

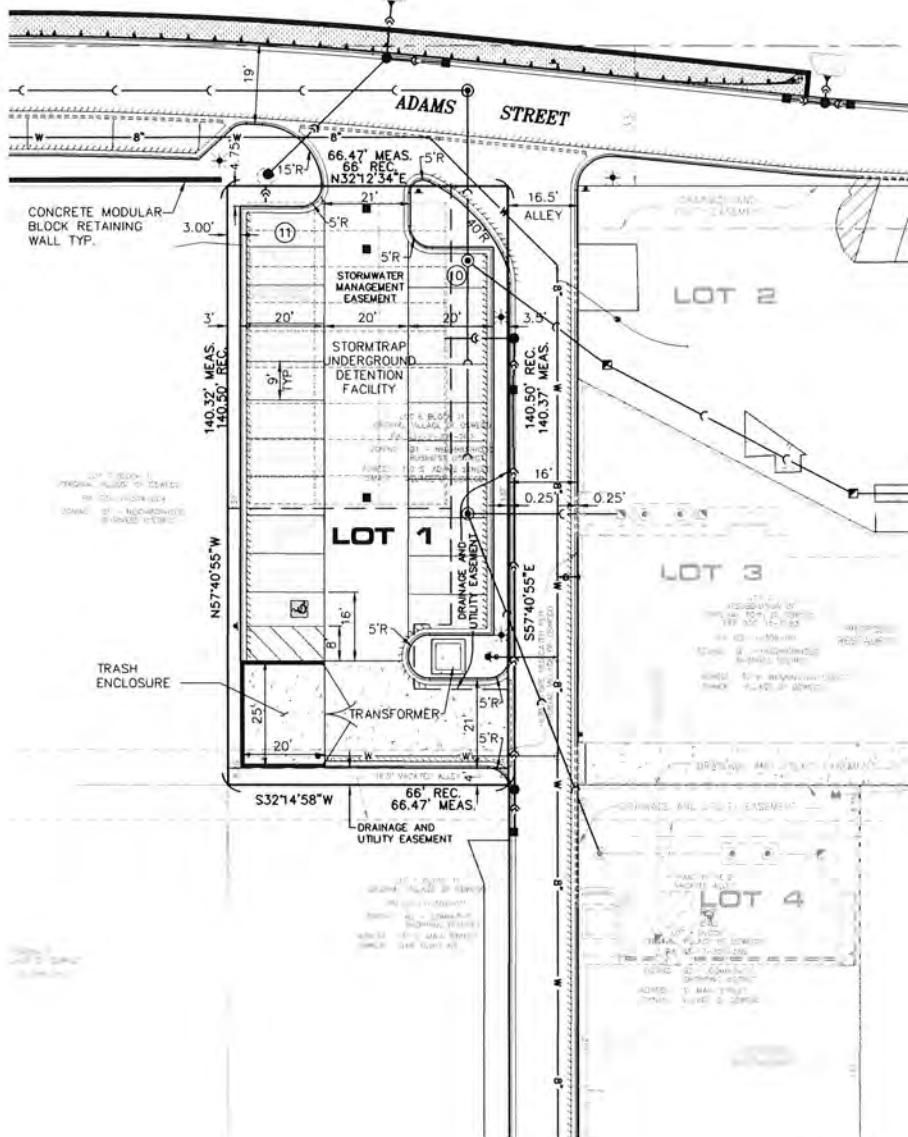
VILLAGE PRESIDENT

## VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF KENDALL } SS

I, \_\_\_\_\_ VILLAGE CLERK OF THE VILLAGE OF OSWEGO, ILLINOIS  
HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND DULY  
APPROVED BY THE BOARD OF TRUSTEES OF SAID VILLAGE AT ITS MEETING  
HELD ON \_\_\_\_\_ 20\_\_\_\_  
IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE  
VILLAGE OF OSWEGO,  
ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

VILLAGE CLERK



## OWNER/DEVELOPER

VILLAGE OF OSWEGO  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
(630) 554-3622

## CERTIFICATE OF PLAT OFFICER

STATE OF ILLINOIS  
COUNTY OF KENDALL } SS

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

KENDALL COUNTY PLAT OFFICER

## COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF KENDALL } SS

THIS INSTRUMENT NUMBER \_\_\_\_\_ WAS FILED FOR

THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT \_\_\_\_\_  
O'CLOCK AND WAS RECORDED IN CABINET \_\_\_\_\_ OF PLATS  
AT SLOT \_\_\_\_\_

KENDALL COUNTY RECORDER

## OSWEGO PLAN COMMISSION

STATE OF ILLINOIS  
COUNTY OF KENDALL } SS

REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF OSWEGO  
KENDALL COUNTY

ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

CHAIRMAN

## LEGEND

PROPOSED	EXISTING	DESCRIPTION
●	○	MANHOLE
○	○	CATCH BASIN
—	—	INLET
—	—	STORM SEWER
—	—	SANITARY SEWER
—	—	WATERMAIN
—	—	VALVE & VAULT
—	—	FIRE HYDRANT
—	—	STREET LIGHT
—	—	POWER POLE
—	—	CONTOURS
—	—	ELEVATIONS
—	—	SIDEWALK
—	—	CURB
—	—	STRUCTURE CALLOUT
—	—	ELECTRIC LINE
—	—	GAS LINE
—	—	TELEPHONE LINE
—	—	PROPERTY BOUNDARY
—	—	EXISTING LOT LINE
—	—	CENTER LINE
—	—	EASEMENT LINE
—	—	BUILDING SETBACK LINE
—	—	SECTION LINE

## BENCHMARKS

- REFERENCE
- OSWEGO MONUMENT #0003, BERNTSEN MONUMENT ACROSS FROM 515 ROSEBUSH LANE  
ADJACENT TO DETENTION POND. ELEVATION=645.01
  - OSWEGO MONUMENT #0004, BERNTSEN MONUMENT AT THE NORTHWEST CORNER OF THE  
PLAIN DRIVE AND THEODORE DRIVE. ELEVATION=657.87
- SITE
- CUT CROSS IN SIDEWALK WEST SIDE OF MAIN STREET ±3' SOUTH OF ALLEY BETWEEN LOT 4  
BLOCK 11 AND LOT 5 BLOCK 11. ELEVATION=633.54
  - NORTHEASTERLY CUT CROSS OF 2 CROSSES AT THE NORTHWEST CORNER OF BLOCK 11.  
ELEVATION=614.94

## SITE DATA

GROSS BOUNDARY AREA	=	9,328 SF (0.214 AC.)
NET BOUNDARY AREA	=	9,328 SF (0.214 AC.)
AREA BREAKOUT		
PERVIOUS AREA	=	563 SF
IMPERVIOUS AREA	=	8,765 SF
CURRENT ZONING	=	B-1 NEIGHBORHOOD BUSINESS DISTRICT
PROPOSED ZONING	=	B-1 PUD
PARKING PROVIDED	=	21 SPS (INCLUDES 1 HC SP)

## LEGAL DESCRIPTION

LOT 6 AND THE NORTHWESTERLY HALF OF THE VACATED ALLEY LYING ADJACENT TO  
AND EASTERLY OF SAID LOT 6, ALL IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO  
RECORDED IN BOOK A ON PAGE 285 IN THE SOUTHWEST QUARTER OF SECTION 17,  
TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL  
COUNTY, ILLINOIS.

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT I, MICHAEL E. FARRELL, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER  
035-002639, HEREBY CERTIFY THAT THIS ANNEXED PLAT HAS BEEN PREPARED UNDER MY DIRECT  
SUPERVISION FROM EXISTING PLATS AND RECORDS FOR THE PURPOSE HEREIN SET FORTH.

I FURTHER CERTIFY THAT ALL THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE  
LIMITS OF THE VILLAGE OF OSWEGO, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING  
THE SPECIAL POWERS AUTHORIZED BY DIVISION 12, ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFY THAT THE PROPERTY HEREON DESCRIBED IS SITUATED WITHIN ZONE "X"  
DESIGNATION, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP PANEL NUMBER  
17093C0065H, SHOWING AN EFFECTIVE DATE OF JANUARY 8, 2014.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

MICHAEL E. FARRELL  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002639  
LICENSE VALID THROUGH NOVEMBER 30, 2020



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110 SOUTH ADAMS STREET - OSWEGO, ILLINOIS

PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT

DRN/CND. BY: SRH/JGC/MEF	FILE	8011PUD-110ADAMS	FLO. BK./PG.	139/19	SHEET NO.
SCALE	1"=20'	DATE	01/30/19	JOB NO.	801.001/190-093

**ROAKE AND ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS  
1884 QUINCY AVENUE, SUITE 100A • NAPERVILLE, ILLINOIS 60540  
TEL (630) 366-3232 • FAX (630) 366-3267  
A SUBSIDIARY OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

PREPARED FOR:  
VILLAGE OF OSWEGO  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
(630) 554-3622

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	01/30/19	REV. PER FINAL ENGINEERING			

THIS IS NOT A PLAT OF SUBDIVISION.  
REFER TO THE PLAT OF SUBDIVISION  
WHICH IS A SEPARATE RECORDED  
DOCUMENT FOR DIMENSIONS AND  
EASEMENT INFORMATION

Exhibit  
B



## COMMUNITY DEVELOPMENT DEPARTMENT

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

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### **STAFF REPORT**

**DATE:** October 31, 2018

**TO:** Chairman and Plan Commission

**FROM:** Rod Zenner, Community Development Director

**SUBJECT:** Staff Report for the November 8, 2018 Planning and Zoning Commission Meeting  
Adams Street Parking Lot  
Preliminary and Final PUD  
Project #1023.18

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#### **Applicant**

Village of Oswego

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#### **Requested Action**

The applicant is requesting approval of a Preliminary and Final PUD for 100 Adams Street to allow for the development of a parking lot.

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#### **Location, Existing Zoning and Land Use**

The 0.21-acre site is located at 100 Adams Street in the Village's downtown area. It is currently zoned B-1 Neighborhood Business District and is vacant pending development.

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#### **Surrounding Zoning and Land Uses**

NORTH: B-1 Neighborhood Business District - Restaurant uses.  
SOUTH: B-1 Neighborhood Business District – Commercial.  
EAST: B-2 Community Shopping District – Restaurant uses.  
WEST: M-1 Limited Manufacturing District – Industrial uses.

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#### **Relationship to Village Comprehensive Plan**

The Comprehensive Plan designates the subject area as "Downtown District". The proposal is consistent with this designation.

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#### **Donation Requirements**

Not Applicable.

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### **Staff Analysis**

The Village has been working with redevelopment proposals on two lots within Block 11 of the Village's downtown, specifically 63 W. Washington and 113 Main Street (the former village Hall site). As part of the redevelopment of those lots, the Village has been working to provide public improvements to the remainder of the block. As part of these improvements, the Village is proposing to construct a public parking lot on 100 Adams Street.

The proposed lot will contain 22 parking spaces and have vehicular access along the alley and Adams Street. The parking will be open to the public and serve the parking needs of the downtown area.

The plan also includes a large trash enclosure. The enclosure will be utilized by multiple businesses on the block and will serve to consolidate the trash needs of the block.

#### **Standards**

A Special Use Permit for the uses listed in each applicable zoning district may be granted and the applicable district regulations modified only if evidence is presented to establish that:

1. The proposed building or use at the particular location requested is necessary or desirable to provide a service or a facility which is in the best interest of the public convenience and will contribute to the general welfare of the neighborhood or community.

*The proposed use as a parking lot will serve the downtown and the neighboring properties providing additional parking options for customers.*

2. The proposed building or use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matter affecting the public health, safety, and general welfare.

*The proposed lot will provide benefit to the neighboring properties creating additional parking capacity for the businesses.*

3. The proposed building or use will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations.

*The proposed parking lot will not alter the future development of the neighboring properties.*

4. The proposed building or use has been considered in relation to the goals and objectives of the Official Plan of the Village.

*The Comprehensive Plan shows the property as Downtown District. It is beneficial to provide parking for downtown businesses in a location that does not take away from prime street frontage. The proposed location facilitates the orderly development of the block.*

5. There shall be reasonable assurance that the proposed building or use will be completed and maintained in a timely manner, if authorized.

*The Village intends to construct the lot in the near future.*

### **Recommendation**

Staff recommends acceptance of the findings of fact and approval of the Preliminary and Final PUD Plat for the Adams Street parking lot located at 100 Adams Street.

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

**November 8, 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; Natalie Zine, Planner; Pam Johnson, Recording Secretary; Judy Sollinger, Village Trustee; Chad Feldotto, Oswegoland Park District

**Preliminary and Final PUD**

Adams Street Parking Lot  
Applicant: Village of Oswego  
Project #1023.18  
Project Manager: Rod Zenner

Chairman Pajor stated the Public Hearing for project #1023.18 was opened and continued at the October 4, 2018 Planning and Zoning Commission meeting.

Director Zenner stated the applicant is requesting approval of a Preliminary and Final PUD for 100 Adams Street to allow for the development of a parking lot containing twenty-two parking spaces. Director Zenner stated the parking lot will be asphalt paved with landscaping on all sides and will have access onto Adams Street.

No audience members wished to speak at the public hearing.

Motion: Commissioner Garland, second Commissioner Vickers to close the Public Hearing at 7:11 p.m.  
Ayes: Commissioners Cirone, Garland, Holmstrom, Kuhn, Pajor, Stine, Vickers  
Nays: None  
Absent: None  
Motion carried

**Commissioner Comments:**

None.



**Recommendation:**

Motion: Commissioner Kuhn, second Commissioner Vickers to accept the findings of fact for the approval of the Preliminary and Final PUD Plat for the Adams Street parking lot located at 100 Adams Street subject to the following conditions:  
1. Staff review ground elevations and pedestrian access to Lot #2.

Ayes: Commissioners Cirone, Garland, Holmstrom, Kuhn, Pajor, Stine, Vickers  
Nays: None  
Absent: None  
Motion carried



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**AGENDA ITEM****MEETING TYPE:** Village Board**MEETING DATE:** March 19, 2019**SUBJECT:** Major Change to the PUD for 65 W. Washington Street**ACTION REQUESTED:**

Approve an Ordinance Granting a Major Amendment to the Final PUD for 65 W. Washington Street, Firehouse Pizza (First Read of Ordinance, Waiver of Second Read)

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**BOARD/COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the request with a Public Hearing on December 6, 2018 (staff report attached). After some discussion, a motion was made and seconded accept the findings of fact and to recommend approval of the Major Change to the PUD (approved 5-0).

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**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
9/20/2011	Village Board Meeting	Approved Ordinance #11-66 approving the Lease Agreement with Option to Purchase with Firehouse Pizza and Pub
9/20/2011	Village Board Meeting	Approved Ordinance #11-67 approving the Preliminary PUD for Firehouse Pizza and Pub
11/15/2011	Village Board Meeting	Approved Ordinance #11-88 approving the Final PUD for Firehouse Pizza and Pub
12/3/2013	Village Board Meeting	Approved Ordinance #13-74 approving a Resubdivision of 63 and 65 Washington Street (Oswego Original Town Lots 2 and 3)
8/1/2017	Village Board Meeting	Held First Read of the Ordinance Approving a Minor Amendment to the Final PUD for Firehouse Pizza and Pub
9/19/17	Village Board Meeting	Approved Ordinance #17-54 Approving a Special Use Permit for Outdoor Entertainment

**DEPARTMENT:** Community Development**SUBMITTED BY:** Rod Zenner, Community Development Director**FISCAL IMPACT:** N/A

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**BACKGROUND:**

In 2011, the Village approved the Preliminary and Final PUD to allow for Firehouse Pizza, a redevelopment of a Village owned property located at 65 W. Washington Street. Since that time, the owners have operated a restaurant use out of that location. The original PUD included the existing building and two outdoor areas to the rear of the building. The lower part of the outdoor area included a patio for seating and a parking space. The upper area was located on top of a retaining wall and provided a connection between the parking area behind 63 W. Washington and 113 Main Street to the lower patio area.

### **DISCUSSION:**

In 2018, the Village of Oswego processed a Preliminary and Final PUD for a future restaurant use located at 63 W. Washington. As part of the review process, the Village developed engineering plans for the entire block, including utility improvements and additional parking spaces. During the plan development, the Village approached the owner of Firehouse Pizza regarding the upper area located on top of the retaining wall. The petitioner for the neighboring Mexican restaurant was interested in this area for outdoor seating. The Firehouse Pizza owner agreed to allow the neighboring property to take over this portion of the property as Firehouse Pizza was only utilizing the property for access and parking. The Village's Plans for the entire block would improve the access and parking situation, so the upper area was no longer necessary.

Staff had prepared a revised subdivision plat outlining the new subdivision lines to follow the retaining wall under a separate project on the agenda. The Village is therefore processing a major change to the approved PUD to identify the reduction of the lot size from 11,627 square feet to 9,434 square feet.

### **RECOMMENDATION:**

Staff is recommending the First Read of the Ordinance Granting a Major Change to the Planned Unit Development (PUD) for 65 W. Washington Street, waiving second read and approving.

### **ATTACHMENTS:**

- Ordinance
- Exhibit A: Legal Description
- Exhibit B: Preliminary/Final PUD
- Planning and Zoning Commission staff report
- Planning and Zoning Commission meeting minutes

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

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**ORDINANCE NO. 19 --**

**AN ORDINANCE GRANTING A MAJOR CHANGE TO THE FINAL PUD FOR 65 W.  
WASHINGTON STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(65 W. Washington Major Change)

---

**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 GRANTING A MAJOR CHANGE TO THE FINAL PUD FOR 65 W.  
WASHINGTON STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(65 W. Washington Major Change)

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

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

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

**WHEREAS**, the petitioner, the Village of Oswego, has submitted an application for a Major Change to the Planned Unit Development (PUD) to reduce the size of the parcel from 11,627 square feet to 9,434 square feet for the property located at 65 W. Washington Street; and

**WHEREAS**, the Preliminary PUD was approved on September 20, 2011 by Ordinance No. 11-67 recorded as Document 11-19677; and

**WHEREAS**, the Final PUD was approved on November 15, 2011 by Ordinance No. 11-88 recorded as Document 12-04216; and

**WHEREAS**, the Resubdivision of 63 and 65 W. Washington was approved on December 3, 2013 by Ordinance No. 13-74 recorded as Document 13-24478; and

**WHEREAS**, the subject property is commonly known as 65 W. Washington Street, is currently zoned B-1 Neighborhood Business District, and is improved with a commercial building; and

**WHEREAS**, the Planning and Zoning Commission considered the request at a Public Hearing held on December 6, 2018, accepted the findings of fact and recommended approval (5 ayes - 0 nays); and

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

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

**Section 1:** That the recitals set forth above are incorporated here by reference, and the application for a Major Change to the Final PUD for 65 W. Washington is approved, subject to engineering approval.

The Property is legally described on *Exhibit "A"* and depicted on the Preliminary/Final PUD Plat as Exhibit "B".

**Section 2: SEVERABILITY**

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

**Section 3: REPEALER**

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

**Section 4: EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_ day of \_\_\_\_ 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       )  
  )  
COUNTIES OF KENDALL)  
AND WILL

SS

**CLERK'S CERTIFICATE**  
**(ORDINANCE)**

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

**AN ORDINANCE GRANTING A MAJOR CHANGE TO THE FINAL PUD FOR 65 W.  
WASHINGTON STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(65 W. Washington Major Change)

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)

## Legal Description

ALL THAT PART OF LOT 1 IN THE "FINAL PLAT OF RESUBDIVISION ORIGINAL TOWN OF OSWEGO" RECORDED APRIL 17, 2015, AS DOCUMENT 201500005793, IN KENDALL COUNTY, ILLINOIS, SAID PLAT BEING A RESUBDIVISION OF LOT 2 (EXCEPT THAT PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED APRIL 5, 1993 IN BOOK 537, PAGE 160 AS DOCUMENT NO. 9302892), LOT 3 AND THE NORTHWESTERLY HALF OF THE VACATED ALLEY LYING ADJACENT TO AND EASTERLY OF SAID LOTS 2 AND 3, ALL IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO, IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERLY MOST CORNER OF SAID LOT 1, SAID CORNER BEING THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF ADAMS STREET WITH THE NORTHEASTERLY LINE OF AN EXISTING 16.5 FOOT WIDE PUBLIC ALLEY IN AFORESAID BLOCK 11; THENCE NORTH 32 DEGREES 12 MINUTES 21 SECONDS EAST (WITH THE BASIS OF BEARING BEING ILLINOIS STATE PLANE, EAST ZONE, GRID NORTH) ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 117.92 FEET (118.01 FEET RECORD) TO THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE NORTH 77 DEGREES 15 MINUTES 31 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 21.64 FEET (21.48 FEET RECORD) TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 57 DEGREES 29 MINUTES 34 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 65.88 FEET TO A POINT; THENCE SOUTH 32 DEGREES 14 MINUTES 58 SECONDS WEST ALONG A LINE, A DISTANCE OF 63.35 FEET TO A POINT; THENCE SOUTH 59 DEGREES 28 MINUTES 15 SECONDS WEST ALONG A LINE, A DISTANCE OF 78.29 FEET TO A POINT ON THE NORTHEASTERLY LINE OF AN EXISTING 16.5 FOOT WIDE PUBLIC ALLEY IN AFORESAID BLOCK 11; THENCE NORTH 57 DEGREES 40 MINUTES 55 SECONDS WEST ALONG SAID NORTHEASTERLY LINE OF AN EXISTING 16.5 FOOT WIDE PUBLIC ALLEY, A DISTANCE OF 45.28 FEET, TO THE POINT OF BEGINNING, ALL IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO, KENDALL COUNTY, ILLINOIS.

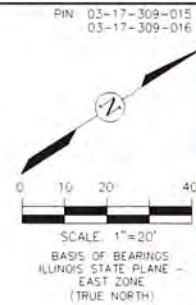
Exh. b.1 + A



# PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT OF 65 WEST WASHINGTON STREET - OSWEGO, ILLINOIS

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH RANGE 8  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS

**OWNER/DEVELOPER**  
VILLAGE OF OSWEGO  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
(630) 554-3622



## OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

THIS IS TO CERTIFY THAT \_\_\_\_\_ IS THE OWNER OF  
PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER HAS CAUSED THE SAME TO BE  
PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND  
AS ALLOWED AND PROVIDED BY STATUTES AND SAID OWNER DOES HEREBY  
ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID

DATED AT \_\_\_\_\_ CITY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
MONTH, A.D. 20\_\_\_\_

BY \_\_\_\_\_ SIGNATURE ATTEST \_\_\_\_\_ SIGNATURE

TITLE \_\_\_\_\_ PRINT TITLE TITLE \_\_\_\_\_ PRINT TITLE

## NOTARY'S CERTIFICATE

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN  
THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_  
AND \_\_\_\_\_ OF SAID OWNER, WHO ARE PERSONALLY  
KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO  
THE FORGOING INSTRUMENT AS SUCH \_\_\_\_\_ AND \_\_\_\_\_  
TITLE \_\_\_\_\_ RESPECTFULLY APPEARED BEFORE ME THIS DAY

IN PERSON AND JOINTLY AND SEVERALLY 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 OWNER FOR THE USES AND PURPOSES THEREIN SET  
FORTH

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_\_\_ DATE \_\_\_\_\_ DAY OF \_\_\_\_\_ MONTH, A.D. 20\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

MY COMMISSION EXPIRES ON \_\_\_\_\_ MONTH \_\_\_\_\_ DATE \_\_\_\_\_ 20\_\_\_\_

## VILLAGE PRESIDENT'S CERTIFICATE

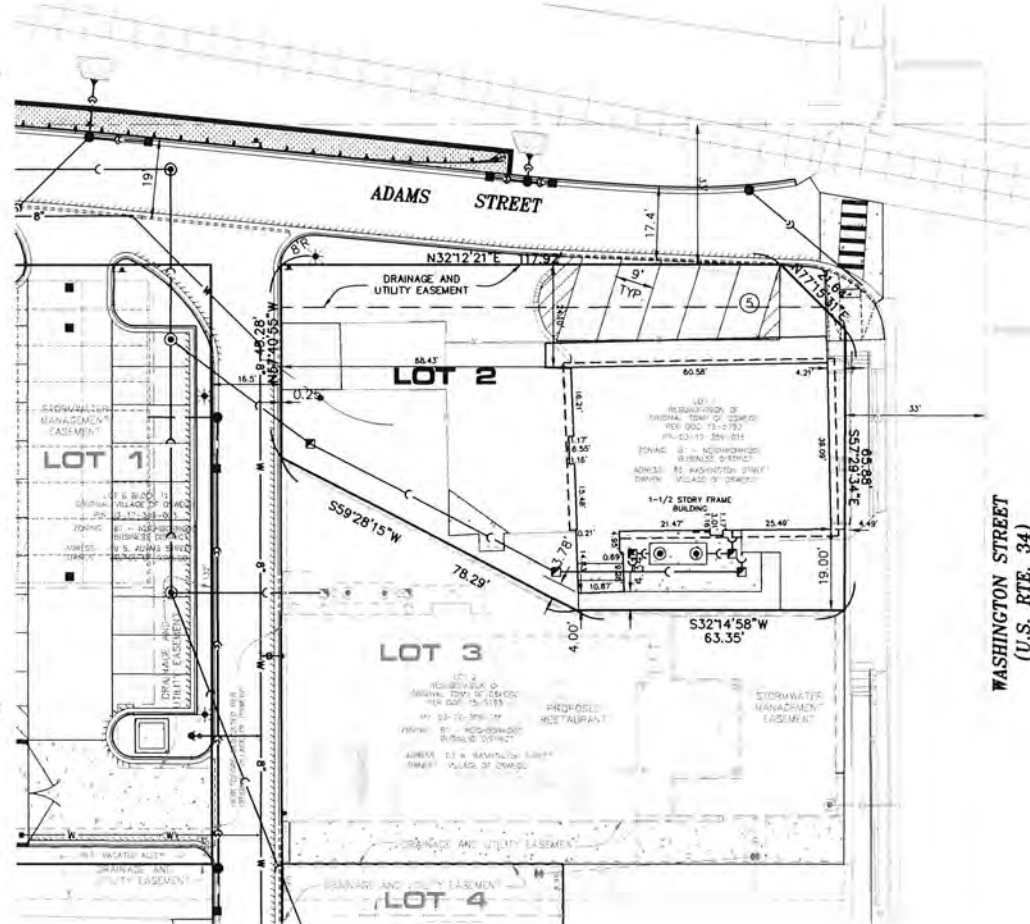
STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

APPROVED BY THE VILLAGE PRESIDENT OF THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

VILLAGE PRESIDENT

Exhibit B



## LEGAL DESCRIPTION

ALL THAT PART OF LOT 1 IN THE "FINAL PLAT OF RESUBDIVISION ORIGINAL TOWN OF OSWEGO" RECORDED APRIL 17, 2015  
AS DOCUMENT 201500005793 IN KENDALL COUNTY, ILLINOIS SAID PLAT BEING A RESUBDIVISION OF LOT 2 (EXCEPT THAT  
PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED APRIL 5, 1993 IN  
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ADJACENT TO AND EASTERLY OF SAID LOTS 2 AND 3, ALL IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO, IN THE  
SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL  
COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS BEGINNING AT THE WESTERLY MOST CORNER OF SAID LOT 1  
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ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 117.92 FEET (118.01 FEET RECORD) TO THE  
NORTHWESTERLY CORNER OF SAID LOT 1, THENCE NORTH 77 DEGREES 15 MINUTES 31 SECONDS EAST ALONG THE  
NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 31.64 FEET (31.64 FEET RECORD) TO THE NORTHEAST CORNER OF SAID  
LOT 1, THENCE SOUTH 51 DEGREES 29 MINUTES 34 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A  
DISTANCE OF 65.88 FEET TO A POINT, THENCE SOUTH 32 DEGREES 14 MINUTES 58 SECONDS WEST ALONG A LINE, A  
DISTANCE OF 63.35 FEET TO A POINT, THENCE SOUTH 59 DEGREES 28 MINUTES 15 SECONDS WEST ALONG A LINE, A  
DISTANCE OF 78.29 FEET TO A POINT ON THE NORTHEASTERLY LINE OF AN EXISTING 16.5 FOOT WIDE PUBLIC ALLEY IN  
AFORESAID BLOCK 11, THENCE NORTH 57 DEGREES 40 MINUTES 55 SECONDS WEST ALONG SAID NORTHEASTERLY LINE OF  
AN EXISTING 16.5 FOOT WIDE PUBLIC ALLEY, A DISTANCE OF 45.28 FEET TO THE POINT OF BEGINNING, ALL IN BLOCK 11 OF  
THE ORIGINAL TOWN OF OSWEGO, KENDALL COUNTY, ILLINOIS

## CERTIFICATE OF PLAT OFFICER

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

KENDALL COUNTY PLAT OFFICER

## COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

THIS INSTRUMENT NUMBER \_\_\_\_\_ WAS FILED FOR

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT

\_\_\_\_\_ O'CLOCK AND WAS RECORDED IN CABINET \_\_\_\_\_ OF PLATS

AT SLOT \_\_\_\_\_

KENDALL COUNTY RECORDER

## OSWEGO PLAN COMMISSION

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF OSWEGO  
KENDALL COUNTY

ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

CHAIRMAN

## VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

I, \_\_\_\_\_ VILLAGE CLERK OF THE VILLAGE OF OSWEGO, ILLINOIS,  
HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND DULY  
APPROVED BY THE BOARD OF TRUSTEES OF SAID VILLAGE AT ITS MEETING  
HELD ON \_\_\_\_\_ 20\_\_\_\_  
IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE  
VILLAGE OF OSWEGO

ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

VILLAGE CLERK

## LEGEND

PROPOSED EXISTING DESCRIPTION

MANHOLE	STRUCTURE CALLOUT
CATCH BASIN	ELECTRIC LINE
INLET	GAS LINE
STORM SEWER	TELEPHONE LINE
SANITARY SEWER	PROPERTY BOUNDARY
WATERMAIN	EXISTING LOT LINE
VALVE & VAULT	CENTER LINE
VALVE & BOX	EASEMENT LINE
FIRE HYDRANT	BUILDING SETBACK LINE
STREET LIGHT	SECTION LINE
POWER POLE	
CONTOURS	
ELEVATIONS	
SIDEWALK	
CURB	

## BENCHMARKS

### REFERENCE

- OSWEGO MONUMENT #0003: BERTSEN MONUMENT ACROSS FROM 515 ROSEBUSH LANE  
ADJACENT TO DETENTION POND. ELEVATION=645.01
- OSWEGO MONUMENT #0004: BERTSEN MONUMENT AT THE NORTHWEST CORNER OF THE  
PLANK DRIVE AND THEODORE DRIVE. ELEVATION=657.87

### SITE

- CUT CROSS IN SIDEWALK WEST SIDE OF MAIN STREET ± 3' SOUTH OF ALLEY BETWEEN LOT 4  
BLOCK 11 AND LOT 5 BLOCK 11. ELEVATION=633.54
- NORTHEASTERLY CUT CROSS OF 2 CROSSES AT THE NORTHWEST CORNER OF BLOCK 11.  
ELEVATION=614.94

## SITE DATA

GROSS BOUNDARY AREA	=	9,439 SF (0.217 AC.)
NET BOUNDARY AREA	=	9,439 SF (0.217 AC.)
AREA BREAKOUT:		
PERVIOUS AREA	=	1,031 SF
IMPERVIOUS AREA	=	8,408 SF
CURRENT ZONING	=	B-1 NEIGHBORHOOD BUSINESS DISTRICT
PROPOSED ZONING	=	B-1 PUD
BUILDING		
SQUARE FOOTAGE	=	2,503 SF
PARKING REQUIRED:		
1 SPACE/100 SF FLOOR AREA	=	25 SPS (INCLUDES 2 HC SPS)
ONSITE PARKING PROVIDED:		5 SPACES
NOTE: PARKING IS PROVIDED OFFSITE		

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS  
COUNTY OF DURAGE

THIS IS TO CERTIFY THAT I, MICHAEL E. FARRELL, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER  
035-002639, HEREBY CERTIFY THAT THE ANNEXED PLAT HAS BEEN PREPARED UNDER MY DIRECT  
SUPERVISION FROM EXISTING PLATS AND RECORDS FOR THE PURPOSE HEREIN SET FORTH

I FURTHER CERTIFY THAT ALL THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE  
LIMITS OF THE VILLAGE OF OSWEGO, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING  
THE SPECIAL POWERS AUTHORIZED BY DIVISION 12, ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE

I FURTHER CERTIFY THAT THE PROPERTY HEREON DESCRIBED IS SITUATED WITHIN ZONE "X"  
DESIGNATION AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP PANEL NUMBER  
17093C0065H, SHOWING AN EFFECTIVE DATE OF JANUARY 8, 2016

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

MICHAEL E. FARRELL  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002639  
LICENSE VALID THROUGH NOVEMBER 30, 2020

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65 WEST WASHINGTON STREET - OSWEGO, ILLINOIS

PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT

DRN/CVD	BY SRH/JCC/MEF	FILE	8011PUD-65WASHINGTON	PLD	BK/PG	139/19	SHEET NO.
SCALE	1"=20'	DATE	10/31/18	JOB NO.	801.001/190-101	1	OF 1



PREPARED FOR:  
VILLAGE OF OSWEGO  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
(630) 554-3622

REVISIONS			
NO.	DATE	DESCRIPTION	
1	1/30/19	REV. PER FINAL ENGINEERING	



## COMMUNITY DEVELOPMENT DEPARTMENT

100 Parkers Mill • Oswego, IL 60543  
(630) 554-3622 • Fax: (630) 551-3975  
[www.oswego-il.org](http://www.oswego-il.org)

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### **STAFF REPORT**

**DATE:** November 19, 2018

**TO:** Chairman and Planning and Zoning Commission

**FROM:** Rod Zenner, Community Development Director

**SUBJECT:** Staff Report for the December 6, 2018 Planning and Zoning Commission Meeting  
65 W. Washington Street  
Major Change to the PUD  
Project #1030.18

#### **Applicant**

Village of Oswego

#### **Requested Action**

The applicant is requesting approval of a Major Change to the PUD to allow for a reduction in the lot area from 11,627 square feet to 9,434 square feet for the property located at 65 W. Washington Street.

#### **Controlling Agreements**

Ordinance #11-67 - Approving the Preliminary PUD  
Ordinance #11-88 - Approving the Final PUD  
Ordinance #13-74 – Subdividing 63 and 65 W. Washington  
Ordinance #17-54 – Approving a Special Use Permit for outdoor entertainment

#### **Location, Existing Zoning and Land Use**

The 0.26-acre site at 65 W. Washington is located on the south side of Washington Street, on the east side of the intersection with Adams Street. The subject property is currently zoned B-1 Neighborhood Business District and is improved with a restaurant building.

#### **Surrounding Zoning and Land Uses**

**NORTH:** B-1 Neighborhood Business District – Retail, Office, Second Floor Apartments  
**SOUTH:** B-1 Neighborhood Business District – Vacant Lot (Village-owned)  
**EAST:** B-1 Neighborhood Business District – Future Restaurant Use  
**WEST:** M-1 Limited manufacturing District – Auto Sales



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**Relationship to Village Comprehensive Plan**

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The Comprehensive Plan designates the subject area as part of the “Downtown Core”, which is to include commercial, residential, and mixed uses. The proposed project is consistent with the Comprehensive Plan vision for this area.

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**Donation Requirements**

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None.

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**Staff Analysis**

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In 2011, the Village approved the Preliminary and Final PUD to allow for Firehouse Pizza, a redevelopment of a Village owned property located at 65 W. Washington Street. Since that time, the owners have operated a restaurant use out of that location. The original PUD included the existing building and two outdoor areas to the rear of the building. The lower part of the outdoor area included a patio for seating and a parking space. The upper area was located on top of a retaining wall and provided a connection between the parking area behind 63 W. Washington and 113 Main Street to the lower patio area.

In 2018, the Village of Oswego processed a Preliminary and Final PUD for a future restaurant use located at 63 W. Washington. As part of the review process, the Village developed engineering plans for the entire block, including utility improvements and additional parking spaces. During the plan development, the Village approached the owner of Firehouse Pizza regarding the upper area located on top of the retaining wall. The petitioner for the neighboring Mexican restaurant was interested in this area for outdoor seating. The Firehouse Pizza owner agreed to allow the neighboring property to take over this portion of the property as Firehouse Pizza was only utilizing the property for access and parking. The Village’s Plans for the entire block would improve the access and parking situation, so the upper area was no longer necessary.

Staff had prepared a revised subdivision plat outlining the new subdivision lines to follow the retaining wall. This subdivision was recommended for approval at the November 8<sup>th</sup> Planning and Zoning Commission meeting. (which was recommended for approval to the Plan Commission). The Village is therefore processing a major change to the approved PUD to identify the reduction of the lot size from 11,627 square feet to 9,434 square feet.

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**Standards**

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Applications for approval of a Planned Unit Development shall be made in accordance with the provisions and Standards for Special Uses. The Village Board shall not vary the regulations of this Ordinance unless the Planning and Zoning Commission shall make findings of fact based upon the evidence as presented that:

1. The proposed building or use at the particular location requested is necessary or desirable to provide a service or a facility which is in the best interest of the public convenience and will contribute to the general welfare of the neighborhood or community.

*The proposed change will not alter the existing operational processes of the existing building. The reduction of the lot size will be consistent with the subdivision plat and provide additional land to the neighboring development which can utilize the property in a more efficient way.*

2. The proposed building or use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matter affecting the public health, safety, and general welfare.

*The building and operations will not be altered by the proposed change. The change will assist the neighboring property to develop and provide more efficient use of the property.*

3. The proposed building or use will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations.

*The proposed major change will not adversely alter the neighboring property as the neighboring properties have similar zoning and complementary proposed uses.*

4. The proposed building or use has been considered in relation to the goals and objectives of the Official Plan of the Village.

*The building and restaurant use is consistent with the goals and objectives of the 2015 Official Plan of the Village. The proposed new dining opportunity and redevelopment of the block will enhance the uniqueness and history of the Downtown while remaining compatible with neighboring uses and the surrounding business zoning districts.*

5. There shall be reasonable assurance that the proposed building or use will be completed and maintained in a timely manner, if authorized.

*The building at 65 W. Washington is already in existence. The neighboring property will begin construction in Spring of 2019.*

### **Recommendation**

Staff recommends the Planning and Zoning Commission accept the findings of fact and recommends approval of the Major Change to the PUD for 65 W. Washington Street to reduce the lot size from 11,627 square feet to 9,434 square feet.

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

**December 6, 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, Rick Kuhn, Charlie Pajor, Rebecca Stine  
Absent: Ken Holmstrom, Robyn Vickers

There was a quorum.

Oswego community representatives in attendance were:

Present: Rod Zenner, Community Development Director; Natalie Zine, Planner;  
Pam Johnson, Recording Secretary; Judy Sollinger, Village Trustee

**4. PUBLIC HEARINGS**

**Major Change to the PUD**

65 W. Washington Street

Applicant: Village of Oswego

Project #1030.18

Project Manager: Rod Zenner

Motion: Commissioner Garland, second Commissioner Kuhn to open the Public Hearing at 7:01 p.m.

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

Nays: None

Absent: Commissioners Holmstrom, Vickers

Motion carried

Director Zenner stated the applicant is requesting approval of a Major Change to the PUD for a reduction in the lot area from 11,627 square feet to 9,434 square feet for the property located at 65 W. Washington Street. Director Zenner reviewed the prior approval for Preliminary and Final PUD for 65 W. Washington Street and the prior approvals for improvements to the neighboring properties.

No audience members wished to speak at the public hearing.

Motion: Commissioner Stine, second Commissioner Garland to close the Public Hearing at 7:04 p.m.

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

Nays: None

Absent: Commissioners Holmstrom, Vickers

Motion carried

**Commissioner Comments:**



None.

**Recommendation:**

Motion: Commissioner Kuhn, second Commissioner Stine to accept the findings of fact and recommends approval of the Major Change to the PUD for 65 W. Washington Street to reduce the lot size from 11,627 square feet to 9,434 square feet.

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

Nays: None

Absent: Commissioners Holmstrom, Vickers

Motion carried

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## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** March 19, 2019

**SUBJECT:** Final PUD and Special Use for 63 W. Washington Street

**ACTION REQUESTED:**

Approve an Ordinance Granting a Major Change to the Planned Unit Development (PUD), Final PUD and a Special Use Permit for Outdoor Entertainment for 63 W. Washington Street (First Read of Ordinance, Waiver of Second Read).

---

**BOARD/COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the request on November 8, 2018 (staff report attached). After some discussion, a motion was made to accept the findings of the fact and to recommend approval of the Major Change to the PUD, Final PUD and a Special Use to allow for outdoor entertainment for 63 W. Washington Street (approved 7-0).

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**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
12/3/2013	Village Board Meeting	Ordinance No. 13-74 approving a Resubdivision of 63 and 65 W. Washington Street (Oswego Original Town Lots 2 and 3)
5/2/2017	Village Board Meeting	Ordinance No. 17-23 approving the purchase and sales agreement for 63 W. Washington Street with Andrew Trasatt
11/21/2017	Village Board Meeting	Ordinance No. 17-77 approving the preliminary PUD

**DEPARTMENT:** Community Development

**SUBMITTED BY:** Rod Zenner, Community Development Director

**FISCAL IMPACT:** Not Applicable

---

**BACKGROUND:**

In November of 2017, the petitioner received approval of a Preliminary PUD to allow for a 3,480 square foot restaurant building. The project featured a two-story outdoor seating area along Washington Street and an excavated basement for storage. Since that approval, the petitioner has been working with the Village to engineer the site in conjunction with the entire block for the proposed development and other public improvements.

### **DISCUSSION:**

During the engineering review process, the petitioner explored the option to expand the outdoor patio area along the eastern side of the building between 63 and 65 Washington. After the analysis, the petitioner is requesting a Major Amendment to the PUD to include an approximate 1,312 square foot triangular outdoor patio space that will extend from the proposed building to the existing concrete retaining wall that currently exists along the rear outdoor patio of the Firehouse Pizza.

The remainder of the project is consistent with the preliminary PUD that was approved in November of 2017. The proposed development consists of a single, one-story building with an excavated basement for storage and utilities. The front façade will face Washington Street and features a two-story outdoor seating area. Secondary entrances to the ground floor and basement will be accessible from the alley at the rear of the building. The 3,480 square foot building and additional outdoor patios will have 0-foot setbacks along the front, sides, and rear. The front ground floor outdoor patio will measure approximately 2,800 square feet and includes a large outdoor bar and seating. The second-floor patio, which is approximately 500 square feet, is accessible from an exterior staircase connected to the ground floor patio. The third proposed patio will contain approximately 1,312 square feet for additional seating along the side of the building.

### **Special Use Permit**

The petitioner is proposing to have live entertainment on the outdoor patio. The Zoning Ordinance requires a Special Use Permit when an establishment has more than four outdoor live performances per year. Therefore, the petitioner is requesting a Special Use Permit to allow for the outdoor entertainment use.

### **RECOMMENDATION:**

Staff is recommending the First Read of the Ordinance Granting a Major Change to the Planned Unit Development (PUD), Final PUD approval and approving a Special Use Permit for outdoor entertainment for 63 W. Washington Street, waiving second read and approving.

### **ATTACHMENTS:**

- Ordinance
- Exhibit A: Legal Description
- Exhibit B: Final PUD

- Exhibit C: Building Elevations
- Planning and Zoning Commission staff report
- Planning and Zoning Commission minutes

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

---

**ORDINANCE NO. 19 --**

**AN ORDINANCE GRANTING A MAJOR CHANGE TO THE PLANNED UNIT  
DEVELOPMENT (PUD) APPROVAL OF THE FINAL PUD AND A SPECIAL USE PERMIT  
FOR OUTDOOR ENTERTAINMENT FOR 63 W. WASHINGTON STREET, IN THE VILLAGE  
OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(63 W. Washington Final PUD)

---

**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 GRANTING A MAJOR CHANGE TO THE PLANNED UNIT DEVELOPMENT (PUD) APPROVAL OF THE FINAL PUD AND A SPECIAL USE PERMIT FOR OUTDOOR ENTERTAINMENT FOR 63 W. WASHINGTON STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(63 W. Washington Final PUD)

---

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

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

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

**WHEREAS**, the petitioner, **JLAT, LLC**, has applied for a Major Change to the Planned Unit Development (PUD), Final PUD approval and a Special Use Permit for outdoor entertainment to allow for the construction of a restaurant at 63 W. Washington Street; and

**WHEREAS**, the subject property is commonly known as 63 W. Washington Street, is currently zoned B-1 Neighborhood Business District, and is improved with a two-story building; and

**WHEREAS**, the Resubdivision of 63 and 65 W. Washington was approved on December 3, 2013 by Ordinance No. 13-74 recorded as Document 13-24478; and

**WHEREAS**, the Preliminary PUD was approved on November 21, 2017 by Ordinance No. 17-77; and

**WHEREAS**, the Planning and Zoning Commission considered the request at a Public Hearing held on November 8, 2018, accepted the findings of fact and recommended approval (7 ayes - 0 nays); and

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



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

**Section 1:** That the recitals set forth above are incorporated here by reference, and the application for a Major Change to a Planned Unit Development (PUD), Final PUD and Special Use Permit for Outdoor Entertainment for 63 W. Washington by JLAT, LLC to allow for the construction of a restaurant is approved, subject to compliance with the following Exhibits and engineering approval.

Exhibit "A" – Legal Description

Exhibit "B" – Final PUD

Exhibit "C" – Building Elevations

**Section 2: SEVERABILITY**

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

**Section 3: REPEALER**

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

**Section 4: EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_ day of \_\_\_\_ 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       )  
  )  
COUNTIES OF KENDALL)  
AND WILL

SS

**CLERK'S CERTIFICATE**  
**(ORDINANCE)**

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

**ORDINANCE NO. 19 --**

**AN ORDINANCE GRANTING A MAJOR CHANGE TO THE PLANNED UNIT  
DEVELOPMENT (PUD) APPROVAL OF THE FINAL PUD AND A SPECIAL USE PERMIT  
FOR OUTDOOR ENTERTAINMENT FOR 63 W. WASHINGTON STREET, IN THE VILLAGE  
OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(63 W. Washington Final PUD)

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.

---

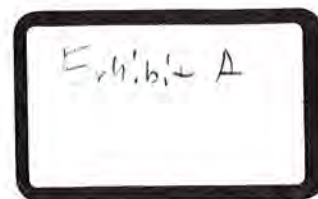
Tina Touchette, Village Clerk  
Village of Oswego

(Seal)

DRAFT

### Legal Description

LOT 2 OF THE ORIGINAL TOWN OF OSWEGO A RESUBDIVISION OF LOT 2 (EXCEPT THAT PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED APRIL 5, 1993 IN BOOK 537, PAGE 160 AS DOCUMENT NO. 9302892), LOT 3 AND THE NORTHWESTERLY  $\frac{1}{2}$  OF THE VACATED ALLEY LYING ADJACENT TO AND EASTERLY OF SAID LOTS 2 AND 3, ALL IN BLOCK 11 OF THE ORIGINAL VILLAGE OF OSWEGO IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS.

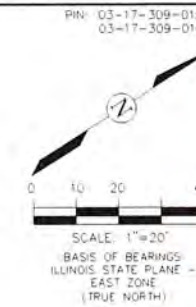




# PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT OF 63 WEST WASHINGTON STREET - OSWEGO, ILLINOIS

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS

OWNER/DEVELOPER  
JLAT, LLC  
439 WEST BENTON AVENUE  
NAPERVILLE, ILLINOIS 60540  
(630) 778-9894



LOCATION MAP  
N.T.S.

**OWNER'S CERTIFICATE**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

THIS IS TO CERTIFY THAT \_\_\_\_\_ IS THE OWNER OF  
PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER HAS CAUSED THE SAME TO BE  
PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND  
AS ALLOWED AND PROVIDED BY STATUTES AND SAID OWNER DOES HEREBY  
ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT \_\_\_\_\_ CITY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
MONTH, A.D. 20\_\_\_\_

BY \_\_\_\_\_ ATTEST \_\_\_\_\_  
SIGNATURE SIGNATURE

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_  
PRINT TITLE PRINT TITLE

**NOTARY'S CERTIFICATE**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN  
THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_  
AND \_\_\_\_\_ OF SAID OWNER, WHO ARE PERSONALLY  
KNOWN TO ME TO BE THE SAME PERSONS, WHOSE NAMES ARE SUBSCRIBED TO  
THE FOREGOING INSTRUMENT AS SUCH \_\_\_\_\_ AND \_\_\_\_\_  
TITLE \_\_\_\_\_ RESPECTFULLY APPEARED BEFORE ME THIS DAY  
IN PERSON AND JOINTLY AND SEVERALLY 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 OWNER FOR THE USES AND PURPOSES THEREIN SET  
FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
DATE MONTH

SIGNATURE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
MY COMMISSION EXPIRES ON \_\_\_\_\_ MONTH, DATE 20\_\_\_\_

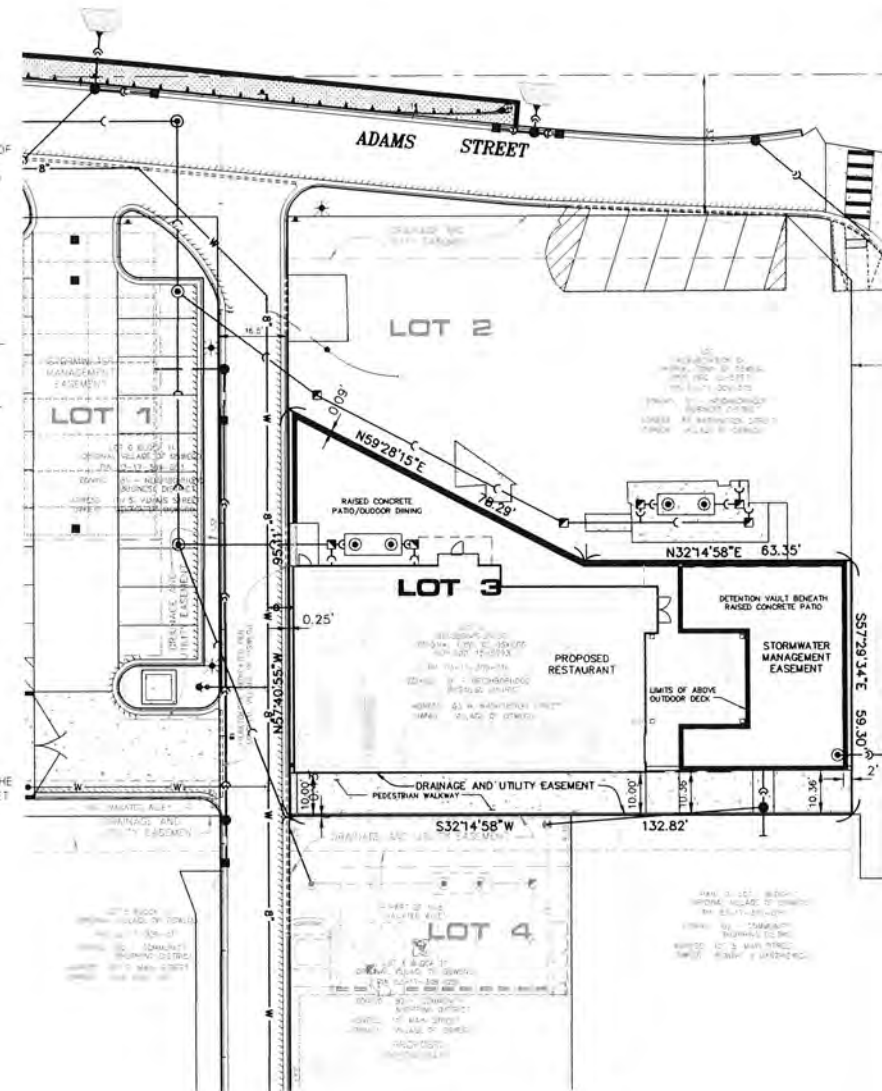
**VILLAGE PRESIDENT'S CERTIFICATE**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

APPROVED BY THE VILLAGE PRESIDENT OF THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

VILLAGE PRESIDENT



## LEGAL DESCRIPTION

ALL THAT PART OF LOTS 1 AND 2 IN THE 'FINAL PLAT OF RESUBDIVISION ORIGINAL TOWN OF OSWEGO' RECORDED  
APRIL 17, 2015, AS DOCUMENT 201500005793 IN KENDALL COUNTY, ILLINOIS, SAID PLAT BEING A RESUBDIVISION OF LOT  
2 (EXCEPT THAT PART THEREOF CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED  
RECORDED APRIL 5, 1993 IN BOOK 537, PAGE 160 AS DOCUMENT NO. 8302892) LOT 3 AND THE NORTHWESTERLY HALF  
OF THE VACATED ALLEY LYING ADJACENT TO AND EASTERLY OF SAID LOTS 2 AND 3, ALL IN BLOCK 11 OF THE  
ORIGINAL TOWN OF OSWEGO IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF  
THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT  
THE EASTERLY MOST CORNER OF SAID LOT 2, THENCE SOUTH 32 DEGREES 14 MINUTES 58 SECONDS WEST (WITH THE  
BASIS OF BEARING BEING ILLINOIS STATE PLANE EAST ZONE, GRID NORTH) ALONG THE SOUTHEASTERLY LINE OF SAID  
LOT 2, A DISTANCE OF 132.82 FEET (103.78 FEET RECORDED) TO THE SOUTHWESTERLY CORNER THEREOF, THENCE NORTH  
37 DEGREES 40 MINUTES 54 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2, AND ALONG THE  
SOUTHWESTERLY LINE OF AFORESAID LOT 1, A DISTANCE OF 95.11 FEET TO A POINT ON SAID SOUTHWESTERLY LINE  
OF LOT 1, THENCE NORTH 59 DEGREES 28 MINUTES 15 SECONDS EAST ALONG A LINE, A DISTANCE OF 78.29 FEET TO  
A POINT, THENCE NORTH 32 DEGREES 14 MINUTES 58 SECONDS EAST ALONG A LINE, A DISTANCE OF 63.35 FEET TO  
A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1, THENCE SOUTH 57 DEGREES 29 MINUTES 34 SECONDS EAST  
ALONG SAID NORTHEASTERLY LINE OF LOT 1, A DISTANCE OF 59.30 FEET, TO THE POINT OF BEGINNING, ALL IN BLOCK  
11 OF THE ORIGINAL TOWN OF OSWEGO, KENDALL COUNTY, ILLINOIS.

Exhibit B

**CERTIFICATE OF PLAT OFFICER**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

KENDALL COUNTY PLAT OFFICER

**COUNTY RECORDER'S CERTIFICATE**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

THIS INSTRUMENT NUMBER \_\_\_\_\_ WAS FILED FOR  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT  
\_\_\_\_\_ O'CLOCK AND WAS RECORDED IN CARNET \_\_\_\_\_ OF PLATS  
AT SLOT \_\_\_\_\_

KENDALL COUNTY RECORDER

**OSWEGO PLAN COMMISSION**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF OSWEGO,  
KENDALL COUNTY

ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

CHAIRMAN

**VILLAGE CLERK'S CERTIFICATE**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL

I, \_\_\_\_\_ VILLAGE CLERK OF THE VILLAGE OF OSWEGO, ILLINOIS,  
HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND DULY  
APPROVED BY THE BOARD OF TRUSTEES OF SAID VILLAGE AT ITS MEETING  
HELD ON \_\_\_\_\_ 20\_\_\_\_  
IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE  
VILLAGE OF OSWEGO.

ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

VILLAGE CLERK

**THIS IS NOT A PLAT OF SUBDIVISION.  
REFER TO THE PLAT OF SUBDIVISION  
WHICH IS A SEPARATE RECORDED  
DOCUMENT FOR DIMENSIONS AND  
EASEMENT INFORMATION**

LEGEND	
PROPOSED	EXISTING

- BENCHMARKS:**
- REFERENCE:
- OSWEGO MONUMENT #0003: BERNTSEN MONUMENT ACROSS FROM 515 ROSEBUSH LANE  
ADJACENT TO DETENTION POND. ELEVATION=645.01
  - OSWEGO MONUMENT #0004: BERNTSEN MONUMENT AT THE NORTHWEST CORNER OF THE  
PLANK DRIVE AND THEODORE DRIVE. ELEVATION=657.87
- SITE:**
- CUT CROSS IN SIDEWALK WEST SIDE OF MAIN STREET ±3' SOUTH OF ALLEY BETWEEN LOT 4  
BLOCK 11 AND LOT 5 BLOCK 11. ELEVATION=633.54
  - NORTHEASTERLY CUT CROSS OF 2 CROSSES AT THE NORTHWEST CORNER OF BLOCK 11.  
ELEVATION=614.94

SITE DATA		
GROSS BOUNDARY AREA	=	9,129 SF (0.210 AC.)
NET BOUNDARY AREA	=	9,129 SF (0.210 AC.)
AREA BREAKOUT		
PERVIOUS AREA	=	328 SF
IMPERVIOUS AREA	=	8,801 SF
CURRENT ZONING	=	B-1 NEIGHBORHOOD BUSINESS DISTRICT
PROPOSED ZONING	=	B-1 PUD
BUILDING SQUARE FOOTAGE	=	3,897 SF
PARKING REQUIRED:		
1 SPACE/100 SF FLOOR AREA	=	39 SPS (INCLUDES 2 HC SPS)
NOTE: PARKING IS PROVIDED OFFSITE		

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS } SS  
COUNTY OF DU PAGE

THIS IS TO CERTIFY THAT I, MICHAEL E. FARRELL, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER  
035-002639, HEREBY CERTIFY THAT THIS ANNEXED PLAT HAS BEEN PREPARED UNDER MY DIRECT  
SUPERVISION FROM EXISTING PLATS AND RECORDS FOR THE PURPOSE HEREIN SET FORTH.

I FURTHER CERTIFY THAT ALL THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE  
LIMITS OF THE VILLAGE OF OSWEGO, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING  
THE SPECIAL POWERS AUTHORIZED BY DIVISION 12, ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFY THAT THE PROPERTY HEREON DESCRIBED IS SITUATED WITHIN ZONE "X"  
DESIGNATION AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL NUMBER  
17093C0065H SHOWING AN EFFECTIVE DATE OF JANUARY 8, 2014.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

MICHAEL E. FARRELL  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002639  
LICENSE VALID THROUGH NOVEMBER 30, 2020.



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63 WEST WASHINGTON STREET - OSWEGO, ILLINOIS

PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT

DRN/C&D BY:SRH/JOC/MEF FILE: 8011PUD-63WASHINGTON FLD BK./PG. 139/19	SHEET NO. 1 OF 1
SCALE: 1"=20'	DATE: 10/31/18 JOB NO.: 801.001/190-093

**ROAKE AND ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS  
1684 QUINCY AVENUE, SUITE 100A • NAPERVILLE, ILLINOIS 60540  
TEL (630) 366-3232 • FAX (630) 366-3267  
A SUBSIDIARY OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

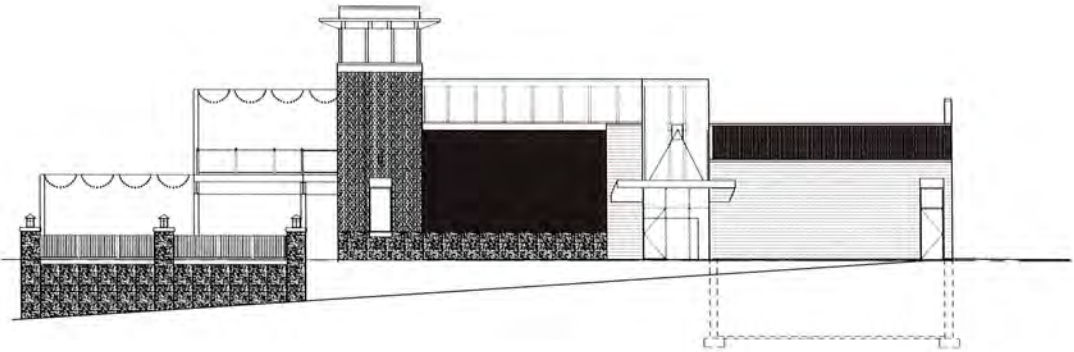
PREPARED FOR:  
JLAT, LLC  
439 WEST BENTON AVENUE  
NAPERVILLE, ILLINOIS 60540  
(630) 778-9894

REVISIONS			
NO.	DATE	DESCRIPTION	NO.
1	01/30/19	REV PER FINAL ENGINEERING	

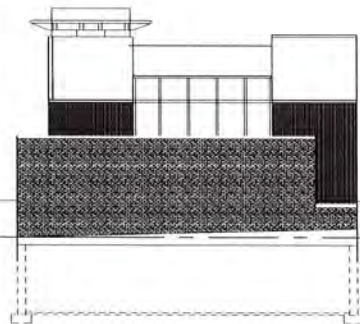




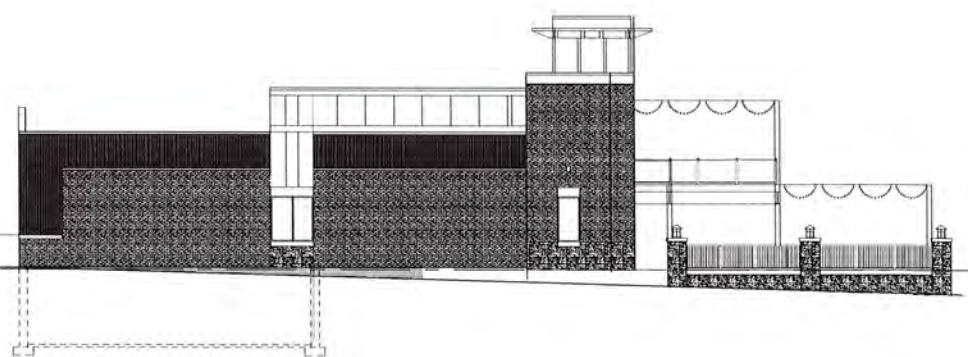
NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



EAST ELEVATION  
SCALE: 1/8" = 1'-0"

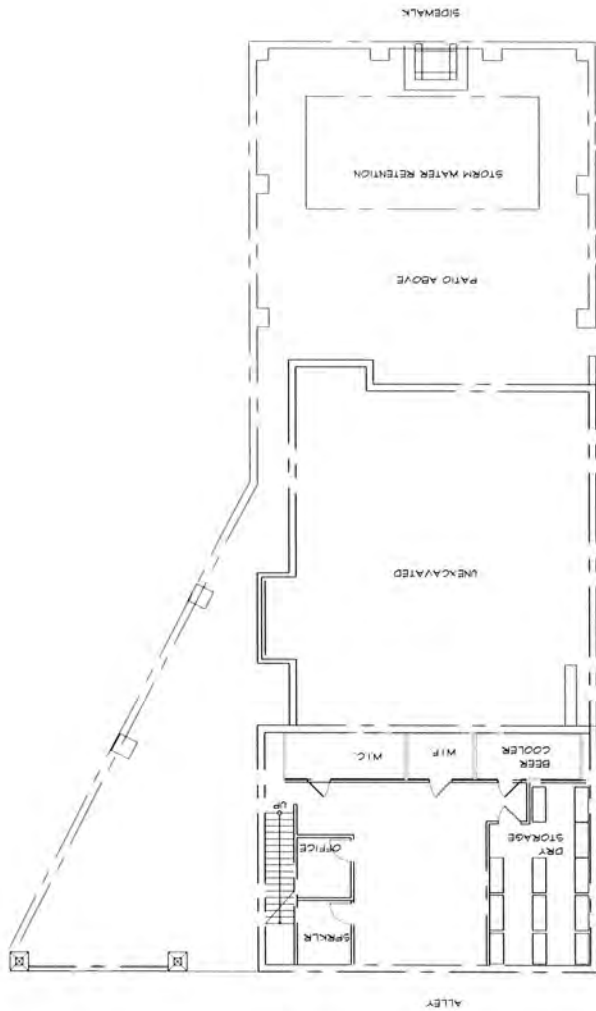


SOUTH ELEVATION  
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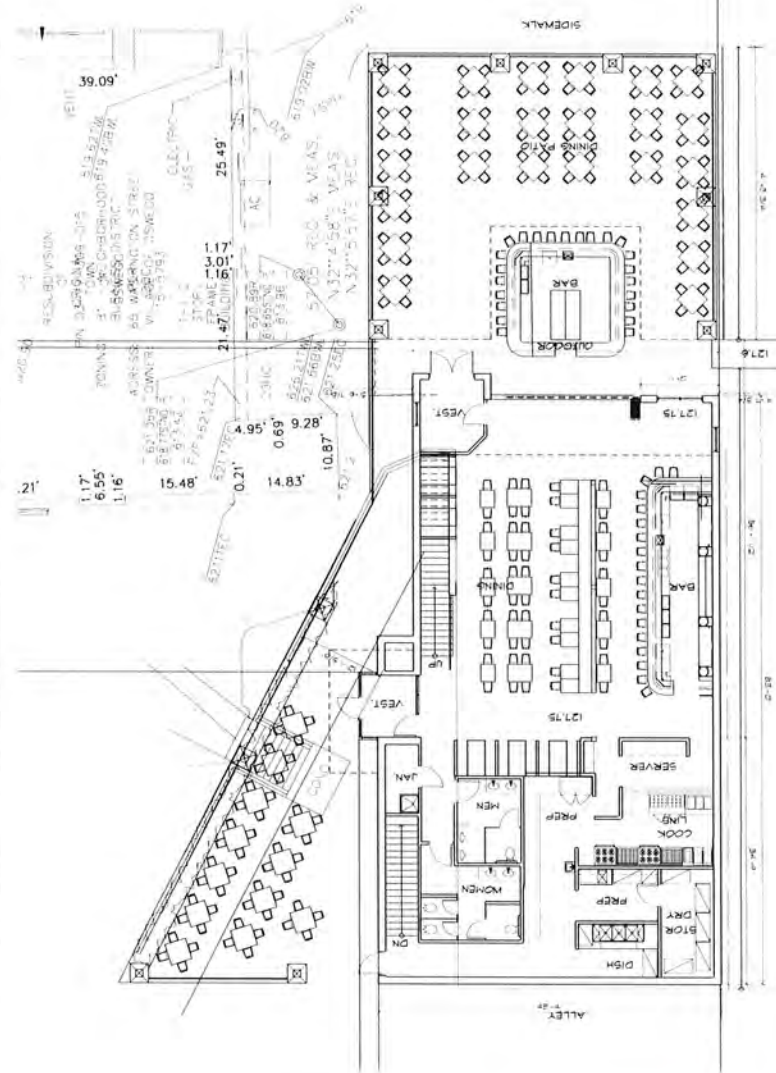


WEST ELEVATION  
SCALE: 1/8" = 1'-0"

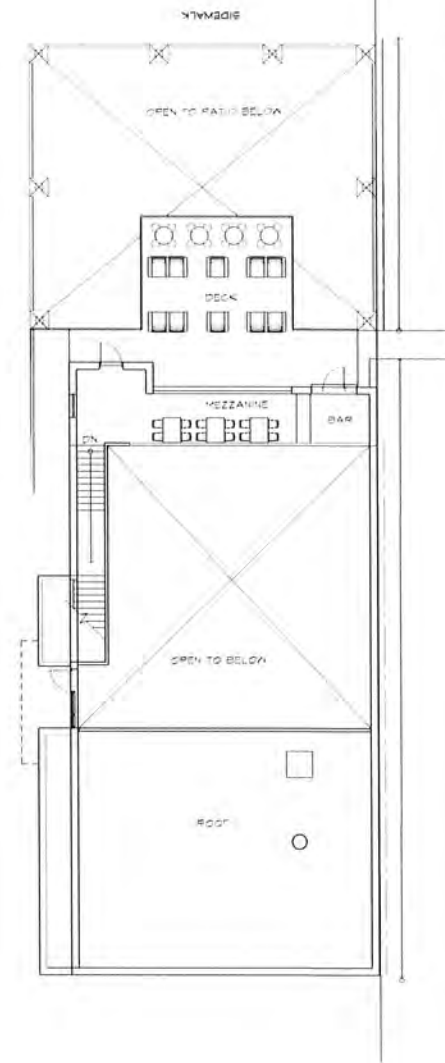
Exhibit C  
Page 1 of 2



**BASEMENT FLOOR PLAN**  
SCALE 1/8" = 1'-0"



**MAIN FLOOR PLAN**  
SCALE 1/8" = 1'-0"



**SECOND FLOOR PLAN**  
SCALE 1/8" = 1'-0"

Exhibit C  
page 202



## COMMUNITY DEVELOPMENT DEPARTMENT

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

---

### STAFF REPORT

**DATE:** October 31, 2018

**TO:** Chairman and Planning and Zoning Commission

**FROM:** Rod Zenner, Community Development Director

**SUBJECT:** Staff Report for the November 8, 2018 Planning and Zoning Commission Meeting  
Mexican Restaurant  
63 W. Washington Street  
Major Change and Final PUD and Special Use  
Project #1022.18

#### Applicant

JLAT, LLC

#### Requested Action

The applicant is requesting approval of a Major Change to the PUD, Final PUD and a Special Use Permit for outdoor entertainment to allow for the construction of a one-story restaurant building with a two-story outdoor patio at 63 W. Washington Street (Route 34).

#### Controlling Agreements

On December 3, 2013, the Village Board approved the Resubdivision of 63 and 65 W. Washington Street, also known as Lots 2 and 3 of the Oswego Original Town, by Ordinance No. 13-74. Originally, the site was comprised of two lots - one lot contained both buildings and the second lot contained parking behind the two buildings. The property lines for the two parcels were reoriented so that each of the buildings would be located on separate lots. The Resubdivision was intended to allow for the future sale of either parcel and was completed as part of the Preliminary and Final PUD for Firehouse Pizza and Pub at 65 W. Washington Street in 2001 (Ordinance No. 11-67; Ordinance No. 11-88).

The property is currently owned by the Village. On May 2, 2017, the Village Board approved a purchase and sales agreement with the applicant (Ordinance No. 17-23). A Preliminary PUD was approved for the property on November 21, 2017 by Ordinance #17-77.

### **Location, Existing Zoning and Land Use**

The 0.16 acre site at 63 W. Washington is located on the south side of Washington Street, mid-block between South Adams Street and Main Street. The subject property is currently zoned B-1 Neighborhood Business District and is improved with a vacant office building.

### **Surrounding Zoning and Land Uses**

NORTH:	B-1 Neighborhood Business District – Retail, Office, Second Floor Apartments
SOUTH:	B-2 Community Shopping District – Restaurant B-1 Neighborhood Business District – Vacant Lot (Village-owned)
EAST:	B-2 Community Shopping District – Parking Lot / Offices B-2 Community Shopping District – Vacant Lot (Village-owned)
WEST:	B-1 Neighborhood Business District – Restaurant

### **Relationship to Village Comprehensive Plan**

The Comprehensive Plan designates the subject area as part of the “Downtown Core”, which is to include commercial, residential, and mixed uses. The proposed project is consistent with the Comprehensive Plan vision for this area.

### **Donation Requirements**

None.

### **Staff Analysis**

In November of 2017, the petitioner received approval of a Preliminary PUD to allow for a 3,480 square foot restaurant building. The project featured a two-story outdoor seating area along Washington Street and an excavated basement for storage. Since that approval, the petitioner has been working with the Village to engineer the site in conjunction with the entire block for the proposed development and other public improvements.

During the engineering review process, the petitioner explored the option to expand the outdoor patio area along the eastern side of the building between 63 and 65 Washington. After the analysis, the petitioner is requesting a Major Amendment to the PUD to include an approximate 1,312 square foot triangular outdoor patio space that will extend from the proposed building to the existing concrete retaining wall that currently exists along the rear outdoor patio of the Firehouse Pizza.

The remainder of the project is consistent with the preliminary PUD that was approved in November of 2017. The proposed development consists of a single, one-story building with an excavated basement for storage and utilities. The front façade will face Washington Street and features a two-story outdoor seating area. Secondary entrances to the ground floor and basement will be accessible from the alley at the rear of the building. The 3,480 square foot building and additional outdoor patios will have 0-foot setbacks along the front, sides, and rear. The front ground floor outdoor patio will measure approximately 2,800 square feet and includes a large outdoor bar and seating. The second-floor patio, which is approximately 500 square feet, is accessible from an exterior staircase connected to the ground floor patio. The third proposed patio will contain approximately 1,312 square feet for additional seating along the side of the building.

### **Building Elevations**

The proposed building incorporates both a modern design and elements of traditional commercial architecture. The one-story brick building features a flat roof with a raised parapet wall and simple cornice. The building will be compatible in height, scale, and design with the surrounding buildings and the character of the block. The building height will measure approximately 24 feet measured to the top of the front parapet wall, however it will vary based on grading changes on the site.

The front elevation facing Washington Street will serve as the primary entrance to the building and is accentuated by a two-story outdoor patio, awnings over the entrance doors, and a folding glass wall system that opens to the outdoor patio. The rear elevation features a covered entryway with a sloped concrete ramp for secondary access to the ground-floor of the building. One entrance door will provide access to restaurant patrons and the other entrance door will provide access for employees and loading activities. The side elevations blend together elements from the other building facades and include recessed brick areas with case stone faux lintels. All mechanical equipment must be screened from public view by the use of walls, fencing, or landscaping that is complementary to the building design.

### **Special Use Permit**

The petitioner is proposing to have live entertainment on the outdoor patio. The Zoning Ordinance requires a Special Use Permit when an establishment has more than four outdoor live performances per year. Therefore, the petitioner is requesting a Special Use Permit to allow for the outdoor entertainment use.

### **Standards**

Applications for approval of a Planned Unit Development shall be made in accordance with the provisions and Standards for Special Uses. The Village Board shall not vary the regulations of this Ordinance unless the Planning and Zoning Commission shall make findings of fact based upon the evidence as presented that:

1. The proposed building or use at the particular location requested is necessary or desirable to provide a service or a facility which is in the best interest of the public convenience and will contribute to the general welfare of the neighborhood or community.

*The desired building and restaurant use proposed at 63 W. Washington Street will provide a service in the best interest of the public convenience and will contribute to the general welfare and economic development of the Downtown neighborhood as well as the Oswego community. The currently vacant old Village Hall site presents an exciting development opportunity that will generate significant financial benefits while enhancing the uniqueness and history of the Downtown.*

*The proposed outdoor entertainment use will provide a draw for the Downtown as anticipated in the Village's Comprehensive Plan.*

2. The proposed building or use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matter affecting the public health, safety, and general welfare.

*The desired building and restaurant use proposed at 63 W. Washington Street will not have a substantial or undue adverse effect upon adjacent property, the character of the Downtown neighborhood, traffic conditions, utility facilities and other matter affecting the public health, safety and general welfare. The development will enhance the uniqueness and history of the Downtown while remaining compatible with neighboring uses and the surrounding business zoning districts.*

*The outdoor entertainment will not adversely affect the neighboring property. It will serve as a draw to the area and may support the neighboring restaurant use.*

3. The proposed building or use will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations.

*The desired building and restaurant use proposed at 63 W. Washington Street will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations. The proposed one-story building with balcony and outdoor patio will be compatible in scale and material to the surrounding buildings in Downtown.*

*The outdoor entertainment will not prohibit the development or use of the surrounding properties.*

4. The proposed building or use has been considered in relation to the goals and objectives of the Official Plan of the Village.

*The desired building and restaurant use, and outdoor entertainment proposed at 63 W. Washington Street is consistent with the goals and objectives of the 2015 Official Plan of the Village. The proposed new dining opportunity will enhance the uniqueness and history of the Downtown while remaining compatible with neighboring uses and the surrounding business zoning districts.*

5. There shall be reasonable assurance that the proposed building or use will be completed and maintained in a timely manner, if authorized.

*Assurances will be provided that the desired building and restaurant use proposed at 63 W. Washington Street will be completed and maintained in a timely manner, if authorized. The ownership group has owned and operated existing successful restaurants for over 16 years and is committed to providing an affordable dining experience with prompt, knowledgeable and personalized service. We are constantly striving to enhance the communities in which we are located by being an active, contributing member of the business community. We look forward to doing the same in Oswego.*

**Recommendation**

Staff recommends the Planning and Zoning Commission accept the findings of fact and recommends approval of the Major Change to the PUD, Final PUD, and Special Use Permit for Outdoor Entertainment for the proposed restaurant at 63 Washington Street.



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

**November 8, 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; Natalie Zine, Planner; Pam Johnson, Recording Secretary; Judy Sollinger, Village Trustee; Chad Feldotto, Oswegoland Park District

**4. PUBLIC HEARINGS**

**Major Change to the PUD, Final PUD and Special Use Permit**

Mexican Restaurant

Applicant: JLAT, LLC

Project #1022.18

Project Manager: Rod Zenner

Chairman Pajor stated the Public Hearing for project #1022.18 was opened and continued at the October 4, 2018 Planning and Zoning Commission meeting.

Director Zenner stated the applicant is requesting approval of a Major Change to the PUD, Final PUD and a Special Use Permit for outdoor entertainment to allow for the construction of a one-story restaurant building with a two-story outdoor patio at 63 W. Washington Street. Director Zenner stated the petitioner is requesting approval to expand the patio which requires a Major Change to the PUD and is requesting approval for outdoor entertainment which requires a Special Use Permit if the petitioner hosts more than four outdoor entertainment events per year.

**Commissioner Comments:**

Commissioner Kuhn asked about egress from the parking lot and walkway to the restaurant. Director Zenner stated the grade of the alley will be improved to enhance the elevation of the proposed restaurant as part of the overall Engineering Plan. Commissioner Kuhn and Director Zenner discussed the walkway between the parking lot and the restaurant.

Chairman Pajor asked about the landscape plan for the parking lot. Director Zenner stated there will be landscaping around the parking lot. Commissioner Kuhn asked about future

access to Lot #2 and how pedestrian traffic will be directed. There was a discussion about the slope of the alley and location of the parking lot.

No audience members wished to speak at the public hearing.

Motion: Commissioner Kuhn, second Commissioner Vickers to close the Public Hearing at 7:07 p.m.  
Ayes: Commissioners Cirone, Garland, Holmstrom, Kuhn, Pajor, Stine, Vickers  
Nays: None  
Absent: None  
Motion carried

There was a discussion about impact of outdoor entertainment to surrounding businesses.

**Recommendation:**

Motion: Commissioner Kuhn, second Commissioner Cirone to accept the findings of fact for the approval of the Major Change to the PUD, Final PUD, and Special Use Permit for Outdoor Entertainment for the proposed restaurant at 63 Washington Street, subject to the following conditions:  
1. Staff review ground elevations and pedestrian access to Lot #2.  
Ayes: Commissioners Cirone, Garland, Holmstrom, Kuhn, Pajor, Stine, Vickers  
Nays: None  
Absent: None  
Motion carried

## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** March 19, 2019

**SUBJECT:** RDA with Imperial Investments LLC for 113 Main Street

**ACTION REQUESTED:**

Approval of an ordinance authorizing the Village to enter into a Redevelopment Agreement with Imperial Investments LLC concerning 113 Main Street (First Reading, Waive Second)

**BOARD/COMMISSION REVIEW:**

Planning and Zoning Commission Review and Recommendation for Approval of the Preliminary PUD on January 10, 2019.

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
06/05/2018	Village Board Meeting	Approved the Purchase and Sale Agreement by Ordinance #18-35

**DEPARTMENT:** Economic Development

**SUBMITTED BY:** Corinna Cole, Economic Development Director

**FISCAL IMPACT:** Imperial Investments LLC's ("Imperial") development has an estimated value of \$3.1mm. The Village will discount the purchase price of the property to a value of \$10.

The Village will also undertake substantive public improvements on Village Block 11 to support this project, the 63 W. Washington project, and future Block 11 developments. The Village anticipates TIF increment generated through the development of Block 11 will be used to pay for public infrastructure and other TIF eligible expenses.

**BACKGROUND:**

In September 2016, the Village Board approved a TIF District as a financing vehicle to activate reinvestment in Downtown. A key component of the Village's economic development strategy is returning underutilized Village-owned property located in the TIF to productive use. The Village owns 113 Main Street, which was the site of the former Village Hall until the fall of 2015 when it was demolished. The property has been awaiting redevelopment since 2008, when Village operations were relocated to the current Village Hall.

The Village has been marketing this site since 2017, with both property sheets and a “for sale” sign. Director Cole also listed the property on CoStar-Loopnet in March 2018. Although these measures generated some interest, none of the prospects followed through to the point of a purchase and sale agreement.

In the spring of 2018, the Village was approached by Mr. Mike Mann on behalf of Imperial to construct a three story, mixed-use development on the property. The proposal would include a restaurant use on the first floor, office space on the second floor, and the option of office or residential space on the third floor. Imperial is the team behind several Yorkville developments, including Crusade Burger Bar, Belladonna, and Living Divina Yoga.

On June 5, 2018, the Village Board approved a Purchase and Sale Agreement (“PSA”) with Imperial Investments for the purchase of the property, pending the approval of a Redevelopment Agreement (“RDA”). Village staff subsequently negotiated the RDA’s terms with Imperial.

## **DISCUSSION:**

### **Redevelopment Agreement:**

The RDA governs the terms and timeline of the development, including the use of Village incentives to assist the project. A summary of the primary deal terms is included below, grouped according to each party’s respective commitments and responsibilities.

Under the RDA, Imperial commits to the following:

- Developing a three story, mixed use development of approximately 6,200 sf footprint and an estimated aggregate of 19,000 sf;
  - The first floor must include a full-service sit-down restaurant of at least 3,000 sf
  - The remainder of the building must include at least 10,000 sf of commercial or residential use
- Constructing a concrete and brick sidewalk and other streetscaping elements along the frontage of the development;
- Consenting to the creation of a Special Service Area (“SSA”) to generate sufficient revenue to pay for maintenance and operations of the public improvements; and
- Participating in the Village’s shared refuse program.

The Village commits to the following:

- Transferring 113 Main Street to Imperial for \$10, a TIF incentive of \$59,990.00 against the property purchase price;
- Completing a variety of public improvements intended to serve Block 11, including:
  - Constructing a parking lot along South Adams Street
  - Installing a water main and water service line serving the development
  - Installing a new sanitary sewer and sanitary service line serving the development;
  - Relocation of ComEd electric service
- Waiving Village building permit fees, excluding residential impact fees

- Creating a shared refuse program utilizing a centralized trash enclosure and trash compactor serving Block 11 businesses; and
- Delivering the site “pad ready” condition before Imperial begins construction

The RDA also includes terms regarding the timing of the project. Important deadlines include:

- Imperial securing financing by June 17, 2019;
- Village conveying 113 Main Street to Imperial upon Imperial demonstrating proof of financing and meeting various approvals, but no later than August 1, 2019; and
- Imperial begins construction by August 1, 2019, pending Village delivery of the property in pad ready condition.

If either Imperial is unable to meet the above deadlines, the RDA prescribes specific Village remedies including, in some cases, authority to terminate the RDA and re-take title to the property.

**RECOMMENDATION:**

Staff recommends approval of the RDA

**ATTACHMENTS:**

- Ordinance Approving a Redevelopment Agreement Between the Village of Oswego and Imperial Investments LLC

**Addresses and P.I.N.:**

113 Main Street  
Oswego, Illinois

03-17-309-009

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

---

**ORDINANCE NO. 2019-**

**AN ORDINANCE APPROVING  
A REDEVELOPMENT AGREEMENT  
BETWEEN THE VILLAGE OF OSWEGO  
AND IMPERIAL INVESTMENTS, LLC CONCERNING  
113 MAIN STREET**

---

**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 APPROVING  
A REDEVELOPMENT AGREEMENT  
BETWEEN THE VILLAGE OF OSWEGO  
AND IMPERIAL INVESTMENTS, LLC CONCERNING  
113 MAIN STREET**

---

**WHEREAS**, the Village of Oswego (“Village”) is an Illinois municipal corporation with a population of more than 25,000 people, and is therefore a home rule unit of local government pursuant to the State of Illinois Constitution of 1970 (“Constitution”) and the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) (“Code”); and

**WHEREAS**, Imperial Investments, LLC (“Imperial”) is an Illinois limited liability company with offices located at 202 Boombah Boulevard, Yorkville, Illinois; and

**WHEREAS**, the Constitution (Art. VII, Sec. 6(a)) provides that a home rule municipality may exercise any power and perform any function pertaining to its government affairs, including, without limitation, the power to regulate for the protection of the public health, safety, morals, and welfare, the power to license, the power to tax, and the power to incur debt; and

**WHEREAS**, the Constitution (Art. VII, Sec. 10; Art VIII) authorizes the Village to enter agreements with individuals and use public funds for public purposes; and

**WHEREAS**, the Code (65 ILCS 5/8-1-2.5) authorizes the Village to appropriate and expend funds for economic development purposes, including, without limitation,



making grants necessary to promote economic development in the Village; and

**WHEREAS**, the Code (65 5/11-74.4-1) authorizes the Village to finance redevelopment projects in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act; and

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

**WHEREAS**, on September 6, 2016, the Village approved Ordinances 16-52, 16-53, and 16-54 approving a redevelopment plan and project for the Main Street / Washington Street Redevelopment Project Area, designating the Main Street / Washington Street Redevelopment Project Area, and adopting tax increment allocation financing for the Main Street / Washington Street Redevelopment Project Area, respectively (collectively, "TIF Ordinances"); and

**WHEREAS**, Imperial subsequently proposed to redevelop a Village-owned property located in the Main Street / Washington Street Redevelopment Project Area, commonly known as 113 Main Street and legally described on Exhibit 1 ("Subject Property"), with a multi-story, mixed use development and associated infrastructure; and

**WHEREAS**, the Subject Property is currently vacant and has been so for many years; and

**WHEREAS**, on June 5, 2018, the Village passed Ordinance No. 18-35 approving a purchase and sale agreement with Imperial concerning the Subject

Property; and

**WHEREAS**, on March 1, 2019, the Village published an invitation seeking proposals offering redevelopment terms more favorable to the Village than those contained in the Redevelopment Agreement attached hereto as Exhibit 2 (“Redevelopment Agreement”); and

**WHEREAS**, the deadline for proposals to be submitted to the Village was March 15, 2019, and the Village received no proposals by that date; and

**WHEREAS**, the Village has complied with all procedural and substantive requirements imposed by the Tax Increment Allocation Redevelopment Act, the Code, and the Constitution; and

**WHEREAS**, the Village President and Trustees have exercised their legislative judgment and determined that the Redevelopment Agreement is consistent with the goals and objectives contained in the TIF Ordinances, the Code, and the Constitution, that the Redevelopment Agreement serves a valid public purpose, and that approving the Redevelopment Agreement will promote the public health, safety, and welfare; and

**WHEREAS**, the Village wishes to assist Imperial with redevelopment of the Subject Property in accordance with and pursuant to the Redevelopment Agreement;

**NOW, THEREFORE, 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. RECITALS.** The foregoing recitals are incorporated as though fully set forth herein.

**Section 2. AGREEMENT APPROVED.** The Village's Corporate Authorities approve the Redevelopment Agreement attached as Exhibit 2, and the President and Village Clerk are authorized and directed to execute the Redevelopment Agreement on the Village's behalf.

**Section 3. RECORDING AND AUTHORITY.** The Village Clerk is authorized and directed to record this Ordinance and the Redevelopment Agreement against the Subject Property with the Kendall County Recorder, and the Village Administrator is: a) authorized and directed to take all steps necessary to implement the Redevelopment Agreement's terms; and b) authorized to make minor, non-substantive revisions to the Redevelopment Agreement.

**Section 4. SUPERSEDER.** In the event a conflict exists between the terms of this Ordinance and any other ordinance of the Village, the terms of this Ordinance shall govern.

**Section 5. SEVERABILITY.** If any part, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections, and clauses shall not be affected thereby.

**Section 6. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, in accordance with law.

[Intentionally left blank]

**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	_____
GAIL E. JOHNSON	_____		

**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 1**

**SUBJECT PROPERTY LEGAL DESCRIPTION**

LOT 4 AND THE EASTERLY HALF OF THE VACATED ALLEY LYING WESTERLY OF AND ADJOINING LOT 4 IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

P.I.N.:           03-17-309-009

Address:        113 Main Street, Oswego, Illinois

**EXHIBIT 2**

**REDEVELOPMENT AGREEMENT BETWEEN THE  
VILLAGE OF OSWEGO AND IMPERIAL INVESTMENTS, LLC**

[Attached]

4829-4763-8131, v. 1

***THIS DOCUMENT  
PREPARED BY:***

Gregory W. Jones, Esq.  
Ancel Glink, P.C.  
140 S. Dearborn Street  
Sixth Floor  
Chicago, IL 60603

***AFTER RECORDING  
RETURN TO:***

Village Clerk  
Village of Oswego  
100 Parkers Mill  
Oswego, Illinois 60543

---

Above Space for Recorder's Use Only

**REDEVELOPMENT AGREEMENT**

**BETWEEN**

**VILLAGE OF OSWEGO**

**AND**

**IMPERIAL INVESTMENTS, LLC**

**(113 MAIN STREET, OSWEGO, ILLINOIS)**



**REDEVELOPMENT AGREEMENT**

**BETWEEN**

**THE VILLAGE OF OSWEGO**

**AND**

**IMPERIAL INVESTMENTS, LLC**

**(113 MAIN STREET, OSWEGO, ILLINOIS)**

**THIS REDEVELOPMENT AGREEMENT (“Agreement”)** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (“*Effective Date*”), and is by and between the **VILLAGE OF OSWEGO**, an Illinois municipal corporation with offices at 100 Parkers Mill in Oswego, Illinois (“*Village*”), and **IMPERIAL INVESTMENTS, LLC**, an Illinois limited liability company with offices located at 202 Boombah Boulevard, Yorkville, Illinois (“*Developer*”) (collectively, the Village and the Developer are the “*Parties*”).

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

**Section 1. Recitals.**

A. The Village has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.

B. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

C. The Village is authorized under the provisions of Art. VIII of the State of Illinois Constitution to use public funds for public purposes.

D. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (“*Act*”), to finance redevelopment projects in accordance with and pursuant to the Act.

E. The Village is authorized under the provisions of the Illinois Municipal Code to make grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village, 65 ILCS 5/8-1-2.5 (“*Code*”).

F. On September 6, 2016, the Village Board, pursuant to and in accordance with the Act, adopted Ordinances 16-52, 16-53, and 16-54, which: (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, the “**TIF Plan and Project**”), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, “**TIF Ordinances**”), establishing the Washington Street / Main Street Redevelopment Project Area (the “**TIF District**”).

G. The Village owns the real property commonly known as 113 Main Street, Oswego, Illinois, legally described and depicted in **Exhibits A and B** (“**Subject Property**”), and has listed the Subject Property for sale for several years.

H. The Developer contacted the Village and proposed to acquire the Subject Property for the purpose of constructing and operating a mixed use development, consistent with the goals set forth in the TIF Ordinances and the Village’s 2015 Comprehensive Plan.

I. On June 5, 2018, the Village’s Corporate Authorities approved Ordinance Number 18-35 authorizing the execution of a Purchase and Sale Agreement establishing the terms and conditions of the Village’s conveyance of the Subject Property to the Developer.

J. The Developer desires and proposes to develop the Subject Property as a planned unit development in the B-2, Community Shopping District, consisting of a three (3) story masonry building containing a mix of commercial uses, potential residential uses on the upper floors, and related appurtenances and Public Improvements, all as depicted in the Development Plans attached as **Exhibit C** (the “**Development**”).

K. The Village’s Planning and Zoning Commission reviewed and recommended approval of the Development on January 10, 2019.

L. The Village and the Developer desire that the Subject Property be developed and used in compliance with this Agreement, and the Village desires to financially assist the Developer, pursuant to and in accordance with this Agreement, the Code, and the Act, to facilitate construction of the Development on the Subject Property.

M. The Village desires to see the Subject Property developed in accordance with this Agreement to clear the conservation factors and characteristics of the TIF District, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of those conservation conditions and characteristics in the TIF District, encourage further private investment and development and promote economic development within the Village, enhance the Village’s tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Subject Property, and within the TIF District.

N. The Development is essential to meet the overall objectives of the TIF District, thereby implementing and advancing the TIF Plan and Project.

O. The Developer has represented to the Village that without financial assistance from the Village as detailed herein, the Development is not economically feasible and that Developer would not undertake the Development.

P. On February 28, 2019, the Village published notice in the Oswego-Ledger Sentinel, a newspaper of general circulation, inviting proposals to develop the Subject Property to be submitted by March 14, 2019 (“**Response Deadline**”) and informing the public that copies of this Agreement are on file at the Village Clerk’s Office and available for review.

Q. The Corporate Authorities, after due and careful consideration, have concluded that the zoning, subdivision, redevelopment, and use of the Subject Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the area, facilitate new redevelopment of the Village’s downtown and would serve the best interests of the Village.

R. The Corporate Authorities have exercised their legislative judgment and determined, based on studies, analysis, and information available, including, without limitation the Village’s 2015 Comprehensive Plan, that the Development provides public benefits, including, without limitation, tax revenue, additional downtown dining and service options, pedestrian-scale improvements, and improvements intended to help the Village achieve the vision contained in the Village’s 2015 Comprehensive Plan.

S. The Corporate Authorities have reviewed and considered the proposed redevelopment of the Subject Property, and the zoning and other approvals requested to allow for its implementation, and have found them to be consistent with the Village’s goals and objectives set forth in the TIF Plan and Project, the TIF District, and the TIF Ordinances.

T. The foregoing Recitals are incorporated herein and made a part of this Agreement.

## **Section 2. Definitions; Rules of Construction.**

A. **Definitions.** Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

**“Building:”** The three (3) story masonry structure proposed to be constructed on the Subject Property, including, without limitation, all indoor and outdoor improvements depicted on the Development Plans.

**“Building Code:”** Title 4, entitled “Building Regulations,” of the Village of Oswego Municipal Code, as amended.

**“Community Development Director:”** The Community Development Director of the Village of Oswego.

**“Corporate Authorities:”** The Village President and Board of Trustees of the Village of Oswego.

**“Developer’s Lender:”** As defined in Section 9(A).

***“Development Plans:”*** Those certain development plans for the Subject Property consisting of the following documents:

***“Floor Plans:”*** Floor Plans for Imperial Investment, as prepared by Hanna design Group, Inc., dated August 30, 2018, and containing 3 pages;

***“Site Plan:”*** Site Plan for Imperial Investment, as prepared by Hanna Design Group, Inc., dated August 30, 2018, and containing 1 page;

***“Elevations:”*** Elevation Plans for Imperial Investment, as prepared by Hanna Design Group, Inc., dated August 30, 2018, and containing 2 pages;

***“Preliminary PUD Plat:”*** Preliminary PUD plat for 113 Main Street, as prepared by Roake and Associates, Inc., dated October 31, 2018, and containing 1 page; and

***“Preliminary Plat of Subdivision:”*** Preliminary Plat of Subdivision for Old Village Hall Block Subdivision, as prepared by Roake and Associates, Inc., dated October 31, 2018, and containing 2 pages.

copies of which are attached respectively as **Exhibits C1 through C5** to this Agreement.

***“Economic Development Director:”*** The Economic Development Director of the Village of Oswego.

***“Escrow Agent:”*** Chicago Title Insurance Company.

***“Final Development Plans:”*** As defined in Section 4(B).

***“Force Majeure:”*** Strikes, lockouts, acts of God, or other factors beyond a party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Subject Property. In no event shall increased costs or other financial considerations be considered a force majeure event.

***“Pad Ready:”*** The Subject Property shall be considered "Pad Ready" upon the Public Works Director certifying that the Village has completed all of the following: 1) provided a stone haul road in the alley along the south Subject Property line for non-exclusive Developer use; 2) constructed a sanitary service line extending from the sanitary sewer main to the Subject Property's property line with sufficient capacity to service the Development; 3) constructed a water service line extending from the watermain to the Subject Property's property line with sufficient capacity to service the Development; and 4) confirmed with ComEd and Nicor that there will be sufficient electric and gas capacity to serve the Development, based on the Developer’s representation that the Development will require a 3 phase electrical service with 800 amps and a 3” gas service to the building at low pressure (1/4 PSI) capable of providing 2,500 C.F.H.

***“Person:”*** Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above.

**“Public Improvements:”** All of the public improvements, infrastructure, and facilities necessary or proposed to serve the Subject Property including, without limitation, all improvements to the Main Street right of way and the public alley generally located south and west of the Subject Property, and all of the water, sanitary and storm sewer extensions depicted on the Development Plans. The Public Improvements are more specifically set forth on the list attached to this Agreement as **Exhibit D2**.

**“Public Works Director:”** The Public Works Director of the Village of Oswego

**“Purchase and Sale Agreement:”** That certain purchase and sale agreement by and between the Village and Developer for the purchase of and conveyance of title to the Subject Property, dated June 5, 2018, and approved by the Corporate Authorities pursuant to Ordinance Number 18-35, as amended.

**“Refuse Program:”** As defined in Section 10.

**“Requirements of Law:”** All applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, as amended.

**“Subdivision Code:”** Title 10, Chapter 2, entitled “Subdivisions,” of the Village of Oswego Municipal Code, as amended.

**“Subject Property:”** The real property legally described and depicted on **Exhibits A and B**.

**“Substantial Completion” or “Substantially Complete:”** Refers to the point that the Developer’s construction of the Development has (1) received all final inspections, (2) the Developer has obtained all final approvals for the public and private improvements, and (3) the Developer is able to apply for and obtain valid and binding permanent certificates of occupancy or close-out of the Developer’s building-permit.

**“SSA Law:”** The Special Service Area Tax Law, 35 ILCS 200/27, *et seq.*

**“Village Attorney:”** The Village Attorney of the Village of Oswego.

**“Village Code:”** The Village of Oswego Municipal Code, as amended.

**“Village Administrator:”** The Village Administrator of the Village of Oswego.

**“Village Improvements:”** As defined in Section 6.

**“Wage Act:”** The Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*), as amended.

**“Zoning Code:”** Title 10, Chapter 1 entitled “Zoning,” of the Village of Oswego Municipal Code, as amended.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

**Section 3. Conveyance of Subject Property.** The Village agrees to convey title to Subject Property to the Developer, and Developer agrees to take title from the Village, subject to and within thirty (30) days after the occurrence of all of the following:

- A. The Parties’ satisfaction of all closing conditions in the Purchase and Sale Agreement;
- B. The Developer providing the Village proof of financing in accordance with Section 9;
- C. The Village approving, upon the Developer’s application for approval of the same, ordinances granting all zoning approvals necessary to construct the Development in its entirety and operate the same, including, without limitation, ordinances approving the “Final Development Plans,” as that term is defined in Agreement Section 4;
- D. The Developer providing the Village with the Performance Security required by Section 12; and
- E. The deed conveying title to the Subject Property to the Developer shall contain a reversionary clause consistent with Section 7(C) and approved by the Village Attorney.

Village and Developer agree that the Parties will use best efforts to convey title to the Subject Property as soon as the conditions set forth above are satisfied. In the event that the Village is able to deliver the Subject Property in Pad Ready condition and Developer has failed to satisfy Developer's obligations set forth above on or before August 1, 2019, then Village, in its sole discretion, shall have the right to terminate this Agreement and the Purchase and Sale Agreement, and all of the Parties' rights and obligations thereunder.

#### **Section 4. Zoning and Entitlements Approvals.**

A. Zoning and Entitlements Ordinance. Immediately after adopting the ordinance approving this Agreement, the Corporate Authorities will adopt an ordinance, in substantially the form of **Exhibit E**, and in accordance with the requirements of Village Code, that grants a special use for a planned unit development on the Subject Property to construct and operate the Development, including any deviations reasonably necessary to construct and operate the Development as reflected in the Development Plans.

B. Final Development Plans. By no later than July 1, 2019, the Developer shall obtain the Village's approval of the final planned unit development plat, final engineering plan, final landscape plan, final subdivision plat, final building elevations, and all other final plans reasonably deemed necessary by the Community Development Director to Substantially Complete and operate the Development, in its entirety (collectively the "***Final Development Plans***"). The Developer shall be responsible for submitting all applications for approval of the Final Development Plans on Village forms, and providing all information and plans deemed necessary by the Community Development Director. The Final Development Plans shall substantially conform to the Development Plans.

C. Commercial and Retail Permitted and Prohibited Uses; Individual Use Special Use Permits. Notwithstanding anything to the contrary in the Zoning Code, only the permitted and special uses listed on **Exhibit F** will be allowed to operate on the Subject Property. Any proposed use of the Building or any portion thereof that, pursuant to the Zoning Code, requires a special use permit to establish and operate such use must obtain the Corporate Authorities' approval of a special use permit pursuant to the Zoning Code.

D. No Construction Prior to Acquisition. The Developer agrees that unless approved by the Village Administrator, in his reasonable discretion, no permanent construction, improvement, or physical development of any kind shall be permitted on any portion of the Subject Property unless and until the Developer acquires the Subject Property from the Village pursuant to the terms of this Agreement.

E. Recordation of Zoning and Entitlement Ordinance. After the effective date of the ordinances approving the Final Development Plans, the Village will promptly cause the ordinances to be placed into the closing escrow, established pursuant to Section 11 of the Purchase and Sale Agreement, with the Escrow Agent with direction that the ordinances will only be recorded with the Kendall County Recorder upon Developer's closing and acquiring legal title to the Subject Property in accordance with this Agreement.

#### **Section 5. Development of the Subject Property.**

A. General Restrictions. Subject to the particular terms for development set forth in Section 5(D), Developer's development of the Subject Property, except for minor alterations approved by the Village Administrator, shall be pursuant to and in accordance with the following:

1. This Agreement.
2. The Final Development Plans.



3. The Zoning Code.
4. The Subdivision Code.
5. The Building Code.
6. The other Requirements of Law.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

B. Public Utility, Storm Water, and Access Easements. The Developer will grant utility, stormwater management, access, and other easements to the Village and other governmental bodies and utility services over, on, and across the Subject Property, as specifically detailed on the Final Plat of Subdivision or Final Development Plans, for the purposes of making repairs, maintaining, installing and servicing utilities, providing public and emergency services, and allowing access to and through the Subject Property.

C. Utility Location and Relocation. The Developer will, subject to the Village's approval, relocate all existing utilities through and around the Subject Property as needed to accommodate the Development. When proposing utility relocation, the Developer will exercise its best efforts to coordinate with the Village and all other governmental bodies and utility services providing utility service to or through the Subject Property.

D. Particular Terms for Development. Notwithstanding any use or development right that may be applicable or available to the Subject Property pursuant to the Zoning Code or any other Requirement of Law, the Subject Property shall be used and developed, subject to the provisions in this Subsection 5(D), as follows:

1. The Building shall contain at least 3,000 square feet of a ground floor, full service restaurant use that offers a complete dinner menu, provides table service by wait staff, and offers a wide selection of food and beverage primarily for on premise consumption (the "**Restaurant**"), and at least 10,000 square feet of commercial and/or residential use.
2. All building floors shall be served and accessible by elevator service.
3. The Building shall be constructed as depicted in the Final Development Plans, including, without limitation, the Building façade, which shall be constructed of the materials depicted in the Final Development Plans.
4. Developer shall be responsible for installing all infrastructure necessary to support any food service operations contained within the Development, including, without limitation, a grease trap sufficiently sized to support the Development, all in accordance with the Requirements of Law.

5. The Development will be staffed and managed by a full time professional management company or employee of the Developer with experience managing multi-family and mixed-use developments that are located in the Chicago Metropolitan Statistical Area and command comparable or higher rents.

E. Damage to Public Property. The Developer will protect and maintain all streets, sidewalks, alleys, and other public property adjacent to the Subject Property in a good and clean condition during development of the Subject Property and construction of the Development. Within a reasonable period of time, but in no event more than eighteen (18) hours, after the Village gives the Developer notice, the Developer will clean all mud, dirt, or debris deposited on any street, sidewalk, alley, or other public property near or adjacent to the Subject Property deposited by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, and will repair any damage to public property that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer. If the Developer neglects to clean, undertake with due diligence to clean, or repair the affected public property, then the Village will be entitled to clean or repair, either with its own forces or with contract forces, the affected public property and to recover from the Developer costs or charges reasonably incurred by the Village to perform the cleaning or repair. The Developer shall be solely responsible for all costs associated with or relating to any cleaning or repair work associated with this Section.

F. Changes to the Planned Unit Development (PUD), including the Development Plans. All changes to the Development Plans shall be processed in accordance with Zoning Code Section 14.08.

G. Demolition. Developer shall be responsible, at its own cost, for demolishing and removing all improvements, structures, buildings, and appurtenances located above or below grade on the Subject Property, subject to all Requirements of Law.

H. Construction Type. All structures built or located on the Subject Property, including, without limitation, the Building, shall be constructed pursuant to the Building Code, including all local amendments, as amended.

I. Issuance of Building Permits. The Developer may seek issuance of multiple building permits with respect to the construction of the Development. If requested by Developer, the Village shall grant a building permit for the construction of a Building foundation to facilitate timely commencement of construction. The Village will not unreasonably withhold issuance of any complete and properly filed application for a building permit.

J. Issuance of Occupancy Permits. Upon the Developer's request, the Community Development Director may issue a temporary or permanent occupancy permit, as may be appropriate, for the Building upon Substantial Completion of a Building tenant's "build to suit" construction.

K. Liquor License. Upon application by Developer or an affiliated entity of Developer for a liquor license for the Subject Property, Village shall issue said license, provided that

Developer or such affiliated entity complies with the Requirements of Law, including, without limitation, the Liquor Control Act of 1934 (235 ILCS 5/1-1, *et seq.*) and the Village Code.

## **Section 6. Public Improvements.**

A. **Construction of Public Improvements.** Developer understands and acknowledges that the Village plans to construct certain public improvements intended to benefit the Subject Property and the surrounding properties, including those set forth in **Exhibit D1** (“***Village Improvements***”). Developer represents that the Development’s construction will not harm, damage, or adversely impact the Village Improvements, and Developer represents that it will use its best efforts to protect and prevent any harm, damage, or adverse impact to the Village Improvements. Developer acknowledges that it will be responsible for any harm, damage, or adverse impact to Village Improvements in accordance with this Agreement’s terms. The Developer also understands and acknowledges that the Developer will be responsible for constructing certain public improvements on and around the Subject Property, including streetscape improvements along Main Street, as more fully set forth in **Exhibit D2** and on the Final Engineering or Final Landscape Plan (“***Public Improvements***”).

B. **Timing.** The Parties agree that construction of the Development, the Public Improvements, and the Village Improvements may proceed concurrently. In no event shall the Developer be required to commence construction earlier than Village's delivery of the Subject Property in Pad Ready condition. The Parties will exercise their best efforts to cooperate in construction of the Public Improvements and the Village Improvements, and the Developer agrees not to interfere with, delay, or materially impact the Village's prosecution of the work necessary to timely complete the Village Improvements and deliver the Subject Property in Pad Ready condition. Developer shall complete the Building’s foundation and obtain the Village’s inspection and approval of the same by no later than November 1, 2019. The Parties agree that their respective contractors shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by the other Parties' contractors. In the event of a dispute between the Developer or its contractors and the Village or its contractors, the Village shall be the referee and the Village's decision shall be binding on all. Nothing whatsoever shall constitute an acceptance by the Village of any Public Improvement except express written acceptance by the Village in compliance with the requirements of the Subdivision Code.

C. **Coordination.** The Developer shall conduct all work on the Development and the Public Improvements so as not to interfere with the operations of the Village, its contractors, and any utility providers performing work associated with the Village Improvements. The Developer shall assume all liability, financial or otherwise, in connection with the Developer’s contracts with its contractors. Developer shall protect and save harmless the Village from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by Developer or Developer’s contractors because of the presence and operation of other contractors working on or

near the Subject Property including, without limitation, contractors working on the Village Improvements.

D. Standards Applicable to Public Improvements.

1. General Standards. The Developer will construct all Public Improvements pursuant to, and in accordance with, the Final Development Plans and the Subdivision Code. All work performed on the Public Improvements will be conducted in a good and workmanlike manner and in accordance with this Agreement. All materials used for construction of the Public Improvements will be new and of first-rate quality.
2. Contract Terms; Prosecution of the Work. The Developer and all of its contractors will prosecute the work diligently, in full compliance with, and as required by or pursuant to, this Agreement, until the work is properly completed.
3. Village Inspections and Approvals. During the course of construction of the Public Improvements, Village inspectors will have the full right, permission, and authority to inspect and approve all work on the Public Improvements located on or around the Subject Property.
4. Other Approvals. If the construction and installation of any Public Improvement requires the consent, permission, or approval of any Person, then the Developer will take all steps required to obtain the required consent, permission, or approval. No work requiring the consent, permission, or approval of any Person will commence without that prior consent, permission, or approval.

E. Final Inspections and Approvals. When the Developer determines that a Public Improvement has been properly completed, the Developer shall request final inspection, approval, and, as appropriate, acceptance of the Public Improvement by the Village. The notice and request shall be given sufficiently in advance to allow the Village time to inspect the Public Improvements and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to the Proposed Timeline's completion date. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. Subject to the provisions of Subsection 6(F), the Village shall not be required to approve or accept any Public Improvement until all of the Public Improvements, including without limitation all punch list items, have been fully and properly completed.

F. Dedication and Acceptance of Specified Public Improvements. The Developer shall dedicate to the Village and the Village shall accept from the Developer the Public Improvements set forth in the schedule attached to this Agreement as **Exhibit D2**. Nothing whatsoever shall constitute an acceptance by the Village of any Public Improvement except only express written acceptance by the Village in compliance with the requirements of the Subdivision Code. Prior to acceptance of any Public Improvement to be accepted by the Village, the Developer shall execute, or cause to be executed, a lien waiver and bill of sale to transfer ownership of the

Public Improvement to, and to evidence ownership of the Public Improvement by, the Village, free and clear of all liens, claims, encumbrances, and restrictions. The documents transferring ownership of any Public Improvement to, and to evidence ownership of the Public Improvement by, the Village shall be reasonably acceptable in form and substance to the Village Attorney. Notwithstanding the foregoing, said documentation shall not impose any warranty or other burden on Developer associated with the dedication of the Public Improvement except as expressly set forth in this Agreement or the Subdivision Code. Developer shall, simultaneously, grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village.

G. Developer's Guaranty and Maintenance of Public Improvements. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Public Improvements that occur or become evident within one (1) year after approval and any required acceptance of the Public Improvements by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during the one-year period, then the Developer shall, after ten (10) days' prior written notice from the Village, diligently commence to correct it or cause it to be corrected. In the event any Public Improvement is repaired or replaced pursuant to the Village's demand, the guaranty period provided by this Section shall be extended in accordance with Section 12(B).

H. Survival of Public Improvements Obligation. The Public Improvement obligations set forth in this Section 6 shall survive the expiration of this Agreement, including, without limitation, any unsatisfied recapture obligations associated with any Public Improvement; provided, however, upon completion of the Public Improvements, acceptance thereof by the Village, and conclusion of any guaranty period under Subsection 6(G), Developer's obligations under this Section 6 shall be satisfied, excluding Developer's unsatisfied recapture obligations.

## **Section 7. Development Construction.**

A. Construction Schedule. Developer shall commence, progress, and conclude construction of the Development in accordance with the construction schedule attached hereto as **Exhibit G ("Proposed Timeline")**, subject to Force Majeure events.

B. Closure of Sidewalk and Right-of-Way. The Developer shall be entitled to close the Main Street sidewalk immediately adjacent to the Subject Property and use said area for Developer's purposes during the course of construction, subject to the Village's approval of a traffic control plan that provides adequate protection and direction to pedestrians and vehicles. Developer and the Village shall cooperate and schedule any sidewalk closures or partial closures as may be necessary and appropriate to complete any improvements located within the right-of-way. The Parties will cooperate with each other if closures or disruptions are unavoidable on Main Street, and the Developer will exercise its best efforts to minimize any such traffic closures and disruptions on Main Street. Developer will be responsible, at Developer's sole cost, for repairing any damage or injury to the Main Street right of way, the alley generally located south and west of the Subject Property, and any other public property or rights of way, including, without limitation, the Village Improvements, in compliance with the Village Code.

C. Village Remedy for Failure to Construct. If the Developer materially fails to comply with this Agreement, including the Proposed Timeline, or any portion thereof, (a “**Developer Default**”) other than as a result of a Force Majeure Event, the Village will provide written default notice to Developer and to Developer's Lender. The default notice will specify the basis of the Developer Default. Developer will have a period of thirty (30) days from the date of the default notice to cure the Developer Default. If, upon the expiration of the thirty (30) day period, the Village reasonably determines that the Developer has failed to cure the Developer Default, the Village will provide a final default notice to Developer and Developer's Lender. Developer and Developer's Lender shall have thirty (30) days from the final default notice's date to cure the Developer Default or request a hearing before the Corporate Authorities to request additional time to cure said default. In the event Developer or Developer's Lender requests a hearing, the Corporate Authorities will reasonably consider, in light of prior investment in the Subject Property and the current financial ability of the Developer or Developer's Lender, a proposal from Developer or Developer's lender that sets forth a reasonable schedule for cure of the default and any effects on the date of Substantial Completion. The Village will exercise commercially reasonable efforts and reasonably cooperate with the Developer or the Developer's Lender to ensure that Substantial Completion of construction can be achieved within the agreed upon revised schedule with the Developer or Developer's Lender. If the Developer fails or refuses to cure the Developer Default in accordance with this Section, the Village will have and is hereby granted the right to: (i) draw upon the Performance Surety and complete the Development or remedy the Developer Default; or (ii) to the extent that the Development is not Substantially Complete, unilaterally direct the Escrow Agent without further notice to Developer to record a special warranty deed conveying title to the Subject Property to the Village and immediately take possession of the Subject Property (the “**Right of Reverter**”). Upon receiving notice that the Village has exercised its Right of Reverter, Developer shall immediately surrender the Subject Property and all improvements located thereon. Upon exercise of the Right of Reverter, Developer shall have no obligation under the Replacement Surety or the Performance Surety.

D. Termination of Right of Reverter. Upon Substantial Completion of the Development, the Developer may send the Village notice requesting that the Village release the Right of Reverter. Upon receipt of such notice, the Village shall review the Development's status, this Agreement, and the Developer's performance under the Agreement and notify the Developer of the Village's findings. If the Village determines that Developer has fully complied with the Agreement, the Village will deliver to the Developer a signed, recordable release of the Right of Reverter in a form approved by the Village Attorney. If the Village determines that the Developer has not fully complied with the Agreement, the Village shall provide written notice of any performance defects, defaults, or other failures to perform, and the Right of Reverter shall not be released until such defects, defaults, or failures are remedied to the Village's satisfaction. The Developer shall bear all recording costs associated with recording any documents releasing the Village's Right of Reverter.

## **Section 8. Construction Traffic and Parking; Streets; Construction Trailer.**

A. Designated Traffic Routes. The Village may designate routes of access to the Subject Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct direct and efficient access to the Subject Property for construction traffic. The

Developer shall keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards and shall repair all damage caused by the construction traffic.

B. Parking. All construction vehicles, including, without limitation, passenger vehicles and construction equipment, shall be parked within the Subject Property or in areas designated by the Village.

## **Section 9. Development Financing and Monitoring**

A. Developer Financing. Within ninety (90) days of the Effective Date, the Developer shall secure a binding financing commitment necessary to Substantially Complete the Development, including, without limitation, a loan commitment from a lender. The Developer's financing commitments shall be sufficient to cover the equity and debt financing in the amounts set forth in **Exhibit H**. As a pre-condition of the Village's conveyance of the Subject Property to the Developer, the Developer shall provide evidence of project financing acceptable to the Village, in the Village's sole discretion, and provide the Village with the contact name, mailing address, phone number, and e-mail address for the Developer's lender or lenders (collectively, "**Developer's Lender**"). The Village may unilaterally terminate this Agreement and all of the Parties' obligations hereunder if the Developer fails to provide evidence of Development financing and assurances that are acceptable to the Village.

B. TIF Incentive. Based upon the Developer's representation of the need for assistance, and provided the Developer fulfills its obligations in this Agreement and under the Act, the Village will provide the following tax increment financing assistance to facilitate the Development: \$59,990.00 (the "**TIF Incentive**"), provided by the Village reducing the Subject Property's sale price from \$60,000.00 to \$10.00.

C. TIF Incentive Clawback. If the Restaurant is abandoned, vacant, or uninhabitable for any consecutive ninety (90) day period between the date the Village issues a temporary certificate of occupancy for the Subject Property and the third anniversary date thereof, the Developer will pay back in full, upon fifteen (15) business days' written demand from the Village, the TIF Incentive.

D. Access to Development Records. Attached hereto as **Exhibit I** is the Developer's good faith estimate of the overall costs of the Development (the "**Budget**"). The Developer acknowledges that the amount of the TIF Incentive is based upon the Budget. Developer will provide the Village access, upon the Village providing reasonable written notice, to the Development's records, including, without limitation, providing the Village copies of all liens and lien waivers prior to and as a condition of the Village's issuance of a temporary certificate of occupancy for the Development. The Village agrees to keep all financial information of the Developer confidential, except to the extent required for compliance with any applicable law, rule, or regulation.

E. Progress Meetings. Developer shall at all times have an individual designated as the Village's primary point of contact for matters pertaining to this Agreement. Upon written request of the Village, Developer shall meet on a monthly basis with the Economic Development Director, or her designee, and other Village staff as appropriate, to provide a progress report on



the Development. Appropriate Development team personnel shall attend the meeting on behalf of Developer and the Village, and the Developer shall provide information regarding the status of construction and occupancy, pending permit requests and other logistical information deemed necessary by the Village. Within ten (10) days of the Village's written request, the Developer shall provide the Village with written verification that the Development is or is not proceeding in accordance with the Proposed Timeline, and a written explanation for any noncompliance with the Proposed Timeline.

F. Property Taxes and Valuation. Developer shall timely pay all property taxes when due. Developer shall not petition to reduce the assessed value of the Subject Property, appeal the applicable property tax rate, seek any real estate tax exemption, or otherwise pursue a reduction in any real property tax owed during this Agreement's term, unless:

- 1) The Developer provides the Village with at least thirty (30) days advance notice of filing any appeal, exemption, or other request to reduce tax monies owed by the Developer, regardless of the amount of or nature of the reduction sought;
- 2) The Developer provides the Village with copies of all documents, including, without limitation, appeal applications, appraisals, expert statements and testimony, and studies, submitted or presented to any unit, agency, or body of government or court in connection with the appeal, including, without limitation, the Kendall County Board of Review, the Illinois Property Tax Appeal Board, or any court or tribunal, at the same time such materials are provided to the unit, agency, or body of government or court;
- 3) The Developer's appeal, if successful, would not reduce the tax revenue generated by the Subject Property necessary to reimburse the Village \$600,000.00 as soon as possible, which amount constitutes the Developer's share of the Village Improvements ("*Developer's Share*");
- 4) The Subject Property's annual property tax bill: i) exceeds \$120,000.00 for taxes billed and due during the 2019 calendar year, or ii) during any subsequent calendar year, exceeds \$120,000.00 multiplied by 1.00 plus the percentage increase in the Consumer Price Index for all Urban Consumers, United States City Average, all items (1982-84=100) ("*CPI-U*"), during such subsequent year of this Agreement over the level of the CPI-U as of December, 2018, which was 251.233;<sup>1</sup> and
- 5) The local assessor unreasonably or arbitrarily assesses the Subject Property in such a way that materially impacts the Developer's ability to lease or sell space in within the Development.

Upon Developer's full payment to the Village of the Developer's Share in accordance with this Agreement, the limitations imposed on the Developer's ability petition to reduce the assessed value

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<sup>1</sup> For example, if the CPI-U in December, 2025 is 5% higher than the CPI-U in December, 2018, the Subject Property's annual property tax bill must exceed \$126,000 (*i.e.*, \$120,000 x (1.00 + 0.05) = \$126,000).

of the Subject Property, appeal the applicable property tax rate, seek any real estate tax exemption, or otherwise pursue a reduction in any real property tax owed shall terminate, excluding those in Section 9(F)(1) and (2). Developer's failure to comply with this Section shall constitute a default under this Agreement and cause Developer to forfeit any TIF Incentive owed or previously provided, in addition to all other rights and remedies available to the Village under this Agreement, at law, or in equity.

G. Special Service Area. The Developer hereby consents to the Village's establishment of a Special Service Area ("SSA") after the Developer takes title to the Subject Property. The SSA will encompass the Subject Property and will generate revenue sufficient to pay any ongoing or one time maintenance or operational obligations associated with the Subject Property, the Development, the Public Improvements, the Village Improvements, or the Refuse Program, as that term is defined in Section 10. The Village will comply with all Requirements of Law when proposing and establishing the SSA, and the Developer acknowledges that any objection to the SSA's proposal, creation, tax levy, or tax increase shall constitute a default under this Agreement.

#### **Section 10. Shared Refuse Program.**

The Developer understands and acknowledges that the Village plans to establish a shared refuse area capable of serving the Subject Property and properties located in the immediate vicinity ("***Refuse Program***"), including constructing certain infrastructure to accommodate and support a refuse compactor. The Developer further understands and acknowledges that the Refuse Program's viability depends on businesses and other users participating in the Refuse Program. The Developer agrees to cooperate with the Village in establishing the Refuse Program and agrees to participate in the Refuse Program, including, without limitation, paying any service, maintenance, and use fees associated with the Refuse Program that are apportioned to the Developer or the Subject Property.

#### **Section 11. Fees, Dedications, Donations, and Contributions.**

Excluding those fees and costs as set forth in **Exhibit J**, Developer will pay all fees and costs associated with the Development and the Subject Property, whether assessed by the Village or any third party, including, without limitation, any park district, school district, library, or other agency of government, and all fees and costs owed to or claimed by any taxing district pursuant to Act Sections 74.4-3(q)(7.5) or (7.7). Developer shall be responsible for paying all fees and costs imposed by the Requirements of Law that are not expressly waived by this Agreement.

#### **Section 12. Security Instruments.**

A. Performance Security. As security to the Village for the performance by the Developer of the Developer's obligations to construct and Substantially Complete the Development, perform its undertakings pursuant to this Agreement, and prevent any damage or harm to the Public Improvements or the Village Improvements, the Developer shall, prior to obtaining title to the Subject Property, deposit with the Village Administrator a cash deposit, performance bond, construction escrow agreement to be administered by Chicago Title Insurance Company and governing Development cost disbursements, or letter of credit in a form approved

by the Village Attorney, and in an amount equal to 110% of the Estimated Cost of Development, as approved by the Public Works Director (“**Performance Security**”). The Performance Security shall be maintained and renewed by the Developer and shall be held in escrow by the Village. The Village may draw upon the Performance Security for the purpose of curing or mitigating any default or failure of the Developer to perform pursuant to this Agreement or the Requirements of Law. The Developer may apply to the Village to reduce the Performance Security in accordance with the Subdivision Code. In no event shall the Performance Security be reduced below 110% of the cost of completing the incomplete portions of the Development, and the Village shall hold 10% of the Performance Security until Substantial Completion of the Development or the Public Improvements, whichever occurs later.

B. Guaranty Security. Immediately prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement, the Developer shall post a new cash deposit, guaranty bond, or letter of credit, in a form approved by the Village Attorney, and in the amount of five (5%) percent of the actual total cost of the Public Improvements as security for the performance of the Developer’s obligations under this Agreement (“**Guaranty Security**”). The Guaranty Security shall be held by the Village in escrow until the last to occur of (i) the date that is the end of the one-year guaranty period set forth in this Agreement or (ii) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Guaranty Security by reason of the Developer’s failure to fulfill its obligations under this Agreement, then the Developer shall within thirty (30) days thereafter cause the Guaranty Security to be increased to its full original amount.

C. Replacement Security. Prior to the issuance of any occupancy permit for the Development and for a period of three (3) years thereafter, the Developer shall post surety in the form of a bond or other insurance in favor of the Village, and in a form acceptable to the Village Attorney, providing for direct payment to the Village of the full amount of the TIF Incentive in the event of the Development becomes uninhabitable during that time (“**Replacement Security**”). The Replacement Security shall identify the Village as an additional insured and include an endorsement assigning insurance proceeds to the Village in the event of a covered loss only. The Village shall be given written notice at least thirty (30) days prior to any cancellation or material amendment of the Replacement Security.

D. Costs. The Developer shall bear the full cost of securing and maintaining the Performance Security, Guaranty Security, and the Replacement Security.

E. Form of Security Instruments.

The Performance Security, Guaranty Security, and Replacement Security each shall be in a form satisfactory to the Village Attorney and each shall be from an institution (i) acceptable to the Village, (ii) licensed in the State of Illinois, and either (iii) having capital resources of at least Fifty Million Dollars (\$50,000,000) or (iv) having an AM Best rating of at least A-. Each form of security shall, at a minimum, provide that (1) it shall not be canceled or modified without the prior consent of the Village; (2) it shall not require the consent of the Developer prior to any draw on it by the Village; and (3) if at any time it will expire within 45 or fewer days, and if it has not been renewed, and if any applicable obligation of the Developer for which it is security remains

uncompleted or unsatisfactory, then the Village may call and draw down the security and employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including, without limitation, legal fees and administrative costs, incurred by the Village. The Performance Security may provide that the aggregate amount of the cash deposit or security instrument may be reduced, but only after joint direction by the Developer and the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed except after presentation by the Developer of proper contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village may reasonably require to demonstrate satisfactory completion of the Public Improvement in question and full payment of all contractors, subcontractors, and material suppliers. The Guaranty Security shall not be reduced by reason of any cost incurred by the Developer to satisfy its obligations under this Agreement.

F. Replacement of Security. If at any time the Village reasonably determines that the institution issuing the Performance Security, Guaranty Security, or Replacement Security is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate letter of credit at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Developer provide replacement security instruments from a financial institution or surety satisfactory to the Village. The replacement security instrument shall be deposited with the Village not later than ten (10) days after the demand. After deposit of the replacement security instrument, the Village shall surrender the original security instrument to the Developer.

G. Use of Funds in the Event of Breach of Agreement. If the Developer fails or refuses to complete the Development in accordance with this Agreement or fails or refuses to meet fully any of its obligations under this Agreement, then the Village may, in its sole and absolute discretion, draw on any cash deposit, letter of credit, or other security instrument according to the specific terms set forth herein and in the security instrument and use the funds according to the terms of the security instrument. The Village will provide Developer a copy of any draw request at the same time the Village provides the draw request to the institution holding the security instrument.

H. Village Lien Rights. If any money or other consideration due from the Developer to the Village pursuant to this Agreement is not either recovered from the security instrument required in this Section 12 or paid or conveyed to the Village by the Developer within ten (10) days after a demand for payment or conveyance, then the money, together with interest at the maximum rate permitted by law and costs of collection, including reasonable legal fees and administrative expenses, shall become a lien on the Subject Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including reasonable legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Subject Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Subject Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Subject Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

I. Developer's Assistance in the Event of Breach of Agreement. In the event the Village exercises its rights under the Performance Security, Guaranty Security, or Replacement Security, then the Developer will cooperate with the Village's efforts to collect funds under any such security instrument for completion of the improvements according to the terms of this Agreement.

**Section 13. Liability, Indemnity of Village, and Insurance.**

A. Village Review. The Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries to Developer that may be sustained as the result of the Village's review and approval of any plans for the Subject Property or the Public Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Subject Property or the Public Improvements, and that the Village's review and approval of those plans and the Public Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

B. Village Procedure. The Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval of this Agreement on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to hold harmless and indemnify the Village, the Corporate Authorities, all Village elected or appointed officials, and all Village officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with the Developer's performance under this Agreement, including, without limitation, claims relating to or associated with the Wage Act.

D. Defense Expense. The Village shall provide the Developer written notice of any claim for which the Village may seek indemnification or to be held harmless within ten (10) days of obtaining notice of a claim. The Developer shall have the right to hire counsel of its choosing, with consent of the Village, and to control defense of any claim or to settle any claim, provided that the Village shall have the right to participate in the defense and settlement of the claim, including, without limitation, designating co-counsel to participate in such defense or settlement. The Developer shall, and hereby agrees to, pay all expenses, including, without limitation, all reasonable legal fees and costs incurred by the Village in defending itself or otherwise associated with the Village's defense with regard to any of the claims referenced in Section 13(C) of this Agreement. The Village shall provide Developer timely notice of any defense to a claim so as to avoid prejudice. Failure of the Village to tender timely notice or defense of a claim shall waive any obligation of Developer to indemnify, defend, and hold harmless the Village. In the event the Village retains defense of any claim, the Developer shall, and does hereby agree to, fully cooperate in the Village's defense and settlement of the claim.

E. Insurance.

1. Liability Insurance Prior to Completion. Prior to issuance of a building permit, Developer shall procure and deliver evidence of such policies to the

Village, at Developer's cost and expense, and shall maintain in full force and effect through completion of construction of the Development, a policy or policies naming the Village of Oswego, together with its officers, agents, employees, contractors, attorneys, and engineers as additional primary, non-contributory named insureds. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village, and any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereby. All policies shall be written on a "per occurrence" basis. The Developer shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any Person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Developer's negligence in the performance of services under this Agreement. Developer's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Developer shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Developer to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order, in addition to all other remedies available at law or in equity, until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. The limits of liability for the insurance required by this Subsection shall not be less than the following:

**Workmen's Compensation Insurance:**

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

**Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:**

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person) \$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$3,000,000 (each occurrence)

\$3,000,000 (aggregate)

2. Developer's Risk Prior to Completion. Prior to Substantial Completion of the Development, Developer shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Development (including on-site stored materials), all as to work by Developer. Such insurance policies shall be issued by companies satisfactory to the Village. Such policies shall contain a provision that the same will not be canceled or materially amended without prior written notice to the Village.

**Section 14. Nature, Survival, and Transfer of Obligations.** All obligations assumed by the Developer under this Agreement shall be binding on the Developer individually, on any and all of the Developer's successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Subject Property, excluding the Village based on any ownership interest the Village had, has, or may have concerning the Subject Property. To assure that the Developer's successors, and assigns, and successor owners of all or any portion of the Subject Property have notice of this Agreement and the obligations created by it, the Developer shall:

- A. Deposit with the Village Clerk, contemporaneously with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Kendall County Recorder; and
- B. Notify the Village in writing at least thirty (30) days prior to any date after which the Developer transfers a legal or beneficial interest in any portion of the Subject Property to any Person not a party to this Agreement; and
- C. Incorporate, by reference, this Agreement into any and property sales contracts entered into for the sale of all or any portion of the Subject Property to a Person not a party to this Agreement; and
- D. For so long as the Developer is required to maintain the Replacement Surety, prior to the transfer of all or any portion of the Subject Property, or any legal or equitable interest in the Subject Property to any Person not a party to this Agreement, require the transferee to execute an enforceable written agreement, in substantially the form attached to this Agreement as **Exhibit K**, agreeing to be bound by this Agreement ("**Transferee Assumption Agreement**"), and to provide the Village, after request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require;

Provided, however, that the requirements stated in the four preceding clauses shall not apply to any lease for a portion of the Subject Property irrespective of the status of Substantial Completion.



The Village agrees that after a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required in this Section 14, the individual liability of the Developer shall be released to the extent of the transferee's assumption of liability. The failure of the Developer to provide the Village with a fully executed copy of a Transferee Assumption Agreement with the transferee's proposed assurances of financial capability before completing the transfer shall result in the Developer remaining fully liable for all of the Developer's obligations under this Agreement but shall not relieve the transferee of its liability for those obligations as a successor to the Developer.

**Section 15. Term.** Except as expressly provided in this Agreement, this Agreement shall be effective on the Effective Date and shall terminate on the date of Substantial Completion. In addition, the following Agreement Sections shall survive until the TIF District's termination: Sections 4(C), 5(A), 5(D), 6(F), 6(G), 6(H), 7(C), 9(C), 9(F), 9(G), 10, 11, 12, 13, 14, 15, 16, and 17. This Agreement and its terms shall inure to the benefit of and be enforceable by the Developer and the Village, and any of their respective legal representatives, heirs, successors, and assigns.

**Section 16. Remedies.** Each Party to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. In addition, and without limiting other available remedies, the Village may enforce its Right of Reverter rights as set forth in Section 7(C). Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement; except to the extent that the Village has committed fraud, exhibited willful or wanton disregard to the rights of Developer under the terms of this Agreement, or otherwise acted in bad-faith or in a manner to intentionally prevent Developer from performing under the terms of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of building permits, certificates of occupancy for any and buildings and structures within the Subject Property, and/or payment or reimbursement of any TIF Incentive or other monies authorized by this Agreement at any time the Developer has failed or refused to meet fully any of its obligations under this Agreement.

**Section 17. General Provisions.**

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("***E-mail***"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within (3) three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is

one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 17(A), each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543  
ATTN: Daniel Di Santo, Village Administrator  
Fax: 630.554.3306  
e-mail: [ddisanto@oswegoil.org](mailto:ddisanto@oswegoil.org)

With a copy to:

Ancel Glink, P.C.  
140 South Dearborn Street, 6th Floor  
Chicago, IL 60603  
ATTN: Gregory W. Jones  
Fax: 312.782.0943  
e-mail: [gjones@ancelglink.com](mailto:gjones@ancelglink.com)

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

Imperial Investments, LLC  
202 W Boombah Boulevard  
Yorkville, Illinois 60560  
ATTN: Mike Mann  
e-mail: [mike.mann@boombah.com](mailto:mike.mann@boombah.com)

With a copy to:

Imperial Investments, LLC  
202 W Boombah Boulevard  
Yorkville, Illinois 60560  
ATTN: Julie Schlichting  
Email: [julie.schlichting@boombah.com](mailto:julie.schlichting@boombah.com)

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. The Parties shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any right granted to

the Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right, except as otherwise set forth herein.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for disputes arising from or related to this Agreement, the Development, or the Subject Property shall be in the Illinois Circuit Court for the Twenty Third Judicial Circuit, Kendall County, Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, excluding the Purchase and Sale Agreement, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. **Exhibits A through K** attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all Requirements of Law.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Compliance with Laws. Developer agrees to comply with all Requirements of Law when performing any task associated with this Agreement or the Development. The Village and

Developer acknowledge that the TIF Incentive does not qualify the Development as a "public work" pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/1-130/12 ("**Wage Act**"), based on guidance from the Illinois Department of Labor has published and made publicly available on its website: [https://www2.illinois.gov/idol/F\\_AQs/Pages/prevailing-wage-faq.aspx#qstl6](https://www2.illinois.gov/idol/F_AQs/Pages/prevailing-wage-faq.aspx#qstl6). The Developer agrees to indemnify and hold harmless the Village from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Requirements of Law, including the Wage Act pursuant to Sections 13(C) and (D).

N. Disclosures. Upon the Village's request, Developer will provide a list of all entities owning a greater than one percent (1%) interest in Developer. Developer will update this information at the request of the Village. Based in part on the information provided by Developer and in part on information from the Village's independent investigation, the Village will affirm that its Corporate Authorities, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village have or will comply with the disclosure and conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the Act, and the Illinois Governmental Ethics Act (5 ILCS 420).

O. Authority to Execute. The Village hereby warrants and represents to the Developer that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Subject Property as set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Subject Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Subject Property are subject.

P. Standard of Performance. Developer's performance pursuant to this Agreement shall exhibit the same level of care, competence, judgment, and diligence that is reasonably expected of a real estate development firm in the Chicago Metropolitan Statistical Area that has experience which developments that are equally and more complex than the Development. Developer warrants that it is familiar with and shall comply with the Requirements of Law affecting the performance of this Agreement, and that no plea of misunderstanding or ignorance thereof will be considered. The Developer understands, represents, and warrants to the Village that the Developer's employees, affiliates, officers, agents, representatives, contractors and subcontractors are in compliance with all Requirements of Law in any manner affecting the performance of this Agreement and that they will remain in compliance with all Requirements of Law for the Agreement's term. As of the Effective Date and throughout this Agreement's term, the Developer will have sufficient financial and economic resources to implement and timely complete in accordance with this Agreement the Developer's obligations contained in this Agreement, including, without limitation, the Developer's obligation to construct the Public Improvements.

Q. No Third Party Beneficiaries. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

R. Recording. After the Developer has paid to the Village the amounts due pursuant to Section 11 of this Agreement and the Developer has paid to the Village an amount sufficient to cover the cost of recording this Agreement, all necessary ordinances, plats, and other instruments, the Village shall promptly cause this Agreement to be recorded in the office of the Recorder of Kendall County.

S. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

T. Freedom of Information Act. Developer agrees to maintain, without charge, all records and documents concerning or relating to this Agreement, the Subject Property, the Development, and the Village in accordance with the Freedom of Information Act (5 ILCS 140/1, *et seq.*) (“**FOIA**”). Upon the Village’s request, the Developer shall produce all records requested by the Village within the timeframe requested by the Village, and if additional time is needed to compile the requested records, the Developer shall promptly notify the Village. In the event that either party is found to have not complied with FOIA due to the other party’s failure to produce documents or otherwise appropriately respond to a request under FOIA, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys’ fees and penalties

U. Force Majeure. Whenever any performance that is required hereunder shall be delayed at any time by Force Majeure, then the party excused from performance shall be excused from performance: 1) only after delivery of notice to the other party, which notice shall identify the nature of the Force Majeure event and the anticipated duration of the delay due to the Force Majeure event; 2) only during the duration of the Force Majeure event; and 3) only so long as the party whose performance is impaired continues to take reasonable steps to mitigate the effect of the Force Majeure Event and to substantially perform despite the occurrence of the Force Majeure Event.

***[Signature Pages Follow]***

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the date first above written.

**ATTEST:**

By: Barbara Wroble  
Its: Vice President

**Imperial Investments, LLC**, an Illinois limited liability company

By: [Signature]  
Its: President

**ATTEST:**

Tina Touchette, Village Clerk

[seal]

**VILLAGE OF OSWEGO**, an Illinois municipal corporation

Gail E. Johnson, Village President

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF KENDALL                )

This instrument was acknowledged before me on \_\_\_\_\_, 2019,  
by **GAIL E. JOHNSON**, the President of the **VILLAGE OF OSWEGO**, an Illinois municipal  
corporation, and by **TINA TOUCHETTE**, the Village Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

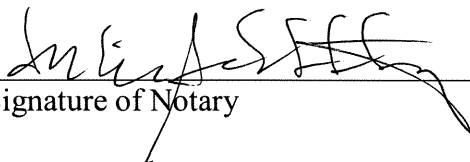
SEAL

My Commission expires:

\_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF Kendall                )

The foregoing instrument was acknowledged before me on  
March 11 2019, by Rick Tolletson the President and  
Barbara Wroble the Vice President of **Imperial Investments, LLC**, an Illinois limited  
liability company, as their free and voluntary act in their capacities as officers of said company for  
the uses and purposes herein.

  
Signature of Notary

SEAL

My Commission expires:

5/10/22





## Exhibits

A – Legal description of Subject Property	1.G
B – Depiction of Subject Property	1.G
C1 – C5 – Development Plans	1.J two definitions
D1 – Village Improvements	6.A
D2 – Public Improvements	6.B and definitions
E – Zoning entitlement ordinance	4.A
F – Permitted, special, and prohibited uses	4.C
G – Proposed Timeline	7.A
H – Debt / Equity Schedule	9.A
I – Budget	9.D
J - Fees	11
K – Transferee Assumption Agreement	14.D



**EXHIBIT A**  
**PROPERTY'S LEGAL DESCRIPTION**

*(Attached)*

4810-7851-7581, V. 1

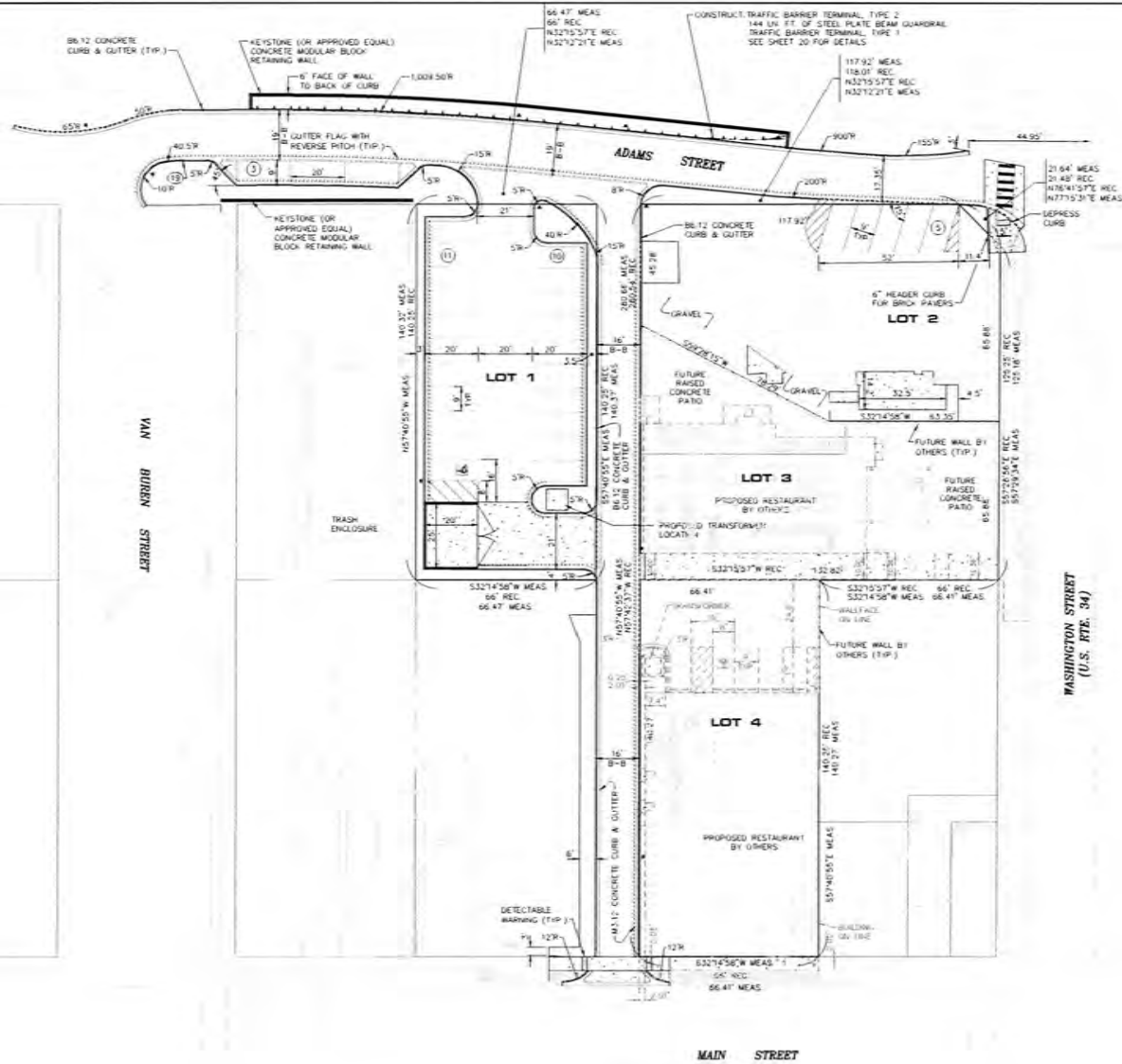
## **EXHIBIT A**

### Subject Property

LOT 4 AND THE EASTERLY HALF OF THE VACATED ALLEY LYING WESTERLY OF  
AND ADJOINING LOT 4 IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO, IN THE  
VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

P.I.N.: 03-17-309-009

Address: 113 Main Street, Oswego, Illinois



NO.		DATE	DESCRIPTION	REVISIONS		NO.	DATE	DESCRIPTION



EXTERIOR RENDERING #1

PROJECT:

**IMPERIAL  
INVESTMENTS**

113 MAIN STREET  
OSWEGO, IL 60543

PROJECT COORDINATOR:

**HDG**

Hanna Design Group, Inc.

Visit our website at [www.hannadesigngroup.com](http://www.hannadesigngroup.com)

PROJECT COORDINATOR:  
MICHAEL E. FRIEDMAN

850 E. Algonquin Road, Suite 405  
Schmensburg, Illinois 60173  
phone 847.719.0370

DRAWN BY: M.E.R.

CHECKED BY: M.E.R.

DATE	DESCRIPTION	DATE
02/26/19	PROJECT EXTERIOR RENDERINGS	

SHEET:

**R-1.0**



EXTERIOR RENDERING #2

PROJECT:		PROJECT COORDINATOR:		DRAWN BY: M.E.R.		CHECKED BY: M.E.R.	
IMPERIAL INVESTMENTS		 Hanna Design Group, Inc. Visit our website at <a href="http://www.hannadesigngroup.com">www.hannadesigngroup.com</a>		MARK	DESCRIPTION	DATE	
					PROJECT EXTERIOR RENDERINGS	02/28/19	
113 MAIN STREET OSWEGO, IL 60543		PROJECT COORDINATOR: MICHAEL E. FRIEDLSON		650 E. Algonquin Road, Suite 405 Schaumburg, Illinois 60173 phone 847.719.0270		SHEET: <b>R-2.0</b>	



EXTERIOR RENDERING #3

PROJECT:

**IMPERIAL  
INVESTMENTS**

113 MAIN STREET  
OSWEGO, IL 60543

PROJECT COORDINATOR:

**HDG**  
Hanna Design Group, Inc.

Visit our website at [www.hannadesigngroup.com](http://www.hannadesigngroup.com)

PROJECT COORDINATOR: 650 E. Algonquin Road, Suite 405  
MKE/OLE, FRIEDMANN Schaumburg, Illinois 60173  
phone 847.719.0378

DRAWN BY: M.E.R.

CHECKED BY: M.E.R.

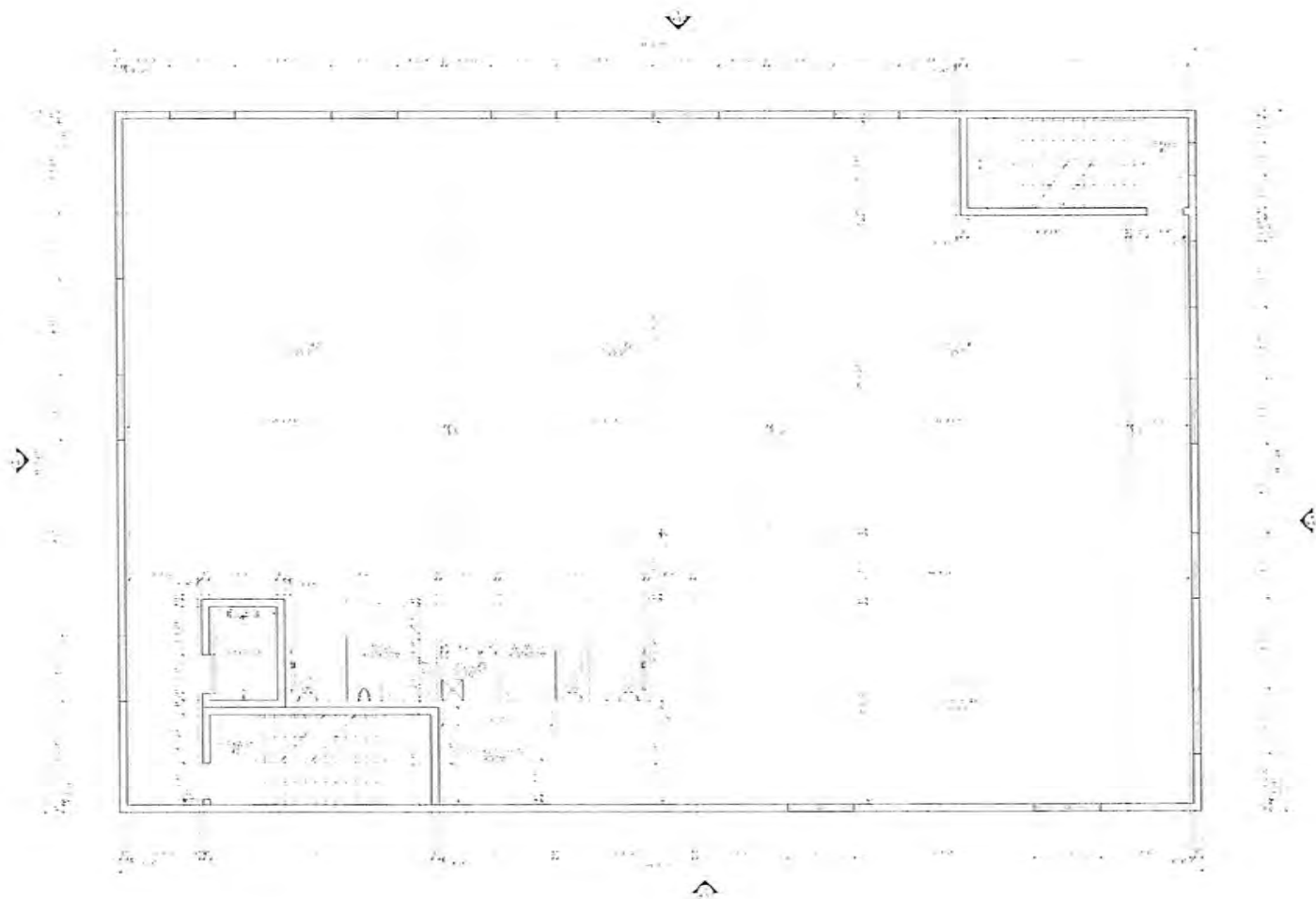
MARK	DESCRIPTION	DATE
	PROJECT EXTERIOR RENDERINGS	02/26/19

SHEET:

**R-3.0**







**CONSTRUCTION NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL TO THE ARCHITECT PRIOR TO INSTALLATION.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL UTILITIES SHALL BE PROTECTED AND NOT DAMAGED DURING CONSTRUCTION.
5. ALL STRUCTURAL ELEMENTS SHALL BE INSTALLED AND FINISHED IN ACCORDANCE WITH THE STRUCTURAL ENGINEER'S REQUIREMENTS.
6. ALL FINISHES SHALL BE OF THE QUALITY SPECIFIED IN THE SCHEDULE OF FINISHES.
7. ALL WORK SHALL BE COMPLETED IN A MANNER THAT DOES NOT DAMAGE THE EXISTING BUILDING OR NEIGHBORING PROPERTIES.
8. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
9. ALL UTILITIES SHALL BE REINSTALLED AND TESTED TO SURETY AFTER CONSTRUCTION.
10. ALL WORK SHALL BE COMPLETED IN A MANNER THAT DOES NOT OBSTRUCT THE NORMAL OPERATION OF THE BUILDING.

**NOTES TO SUB-CONTRACTOR**

1. ALL SUB-CONTRACTORS SHALL BE LICENSED AND INSURED.
2. ALL SUB-CONTRACTORS SHALL BE SUBMITTED FOR APPROVAL TO THE ARCHITECT PRIOR TO EMPLOYMENT.
3. ALL SUB-CONTRACTORS SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.
4. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
5. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES AND FINISHES.
6. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL WORKERS AND THE PUBLIC.
7. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT.
8. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BUILDING'S REPUTATION.
9. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BUILDING'S ASSETS.
10. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BUILDING'S INFORMATION.

**BUILDING UTILITY REQUIREMENTS**

1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL UTILITIES SHALL BE SUBMITTED FOR APPROVAL TO THE ARCHITECT PRIOR TO INSTALLATION.
3. ALL UTILITIES SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL UTILITIES SHALL BE INSTALLED IN A MANNER THAT DOES NOT DAMAGE THE EXISTING BUILDING OR NEIGHBORING PROPERTIES.
5. ALL UTILITIES SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE NORMAL OPERATION OF THE BUILDING.
6. ALL UTILITIES SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S ASSETS.
7. ALL UTILITIES SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S INFORMATION.
8. ALL UTILITIES SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S REPUTATION.
9. ALL UTILITIES SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE ENVIRONMENT.
10. ALL UTILITIES SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE SAFETY OF ALL WORKERS AND THE PUBLIC.

**TYPICAL EXTERIOR WALL CONSTRUCTION**

1. EXTERIOR WALLS SHALL BE CONSTRUCTED WITH 12" THICK CMU BLOCKS.
2. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" THICK GYPSUM BOARD.
3. EXTERIOR WALLS SHALL BE PAINTED WITH A HIGH-QUALITY EXTERIOR PAINT.
4. EXTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT DAMAGE THE EXISTING BUILDING OR NEIGHBORING PROPERTIES.
5. EXTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE NORMAL OPERATION OF THE BUILDING.
6. EXTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S ASSETS.
7. EXTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S INFORMATION.
8. EXTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S REPUTATION.
9. EXTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE ENVIRONMENT.
10. EXTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE SAFETY OF ALL WORKERS AND THE PUBLIC.

**TYPICAL INTERIOR WALL CONSTRUCTION**

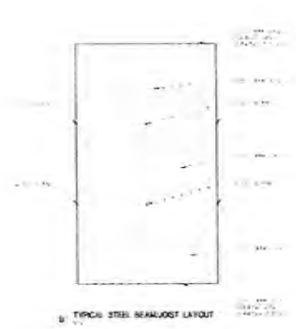
1. INTERIOR WALLS SHALL BE CONSTRUCTED WITH 1/2" THICK GYPSUM BOARD.
2. INTERIOR WALLS SHALL BE FINISHED WITH A HIGH-QUALITY INTERIOR PAINT.
3. INTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT DAMAGE THE EXISTING BUILDING OR NEIGHBORING PROPERTIES.
4. INTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE NORMAL OPERATION OF THE BUILDING.
5. INTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S ASSETS.
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8. INTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE ENVIRONMENT.
9. INTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE SAFETY OF ALL WORKERS AND THE PUBLIC.
10. INTERIOR WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S UTILITY REQUIREMENTS.

**TYPICAL INTERIOR WALL CONSTRUCTION WET WALL**

1. WET WALLS SHALL BE CONSTRUCTED WITH 1/2" THICK GYPSUM BOARD.
2. WET WALLS SHALL BE FINISHED WITH A HIGH-QUALITY INTERIOR PAINT.
3. WET WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT DAMAGE THE EXISTING BUILDING OR NEIGHBORING PROPERTIES.
4. WET WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE NORMAL OPERATION OF THE BUILDING.
5. WET WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S ASSETS.
6. WET WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S INFORMATION.
7. WET WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S REPUTATION.
8. WET WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE ENVIRONMENT.
9. WET WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE SAFETY OF ALL WORKERS AND THE PUBLIC.
10. WET WALLS SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S UTILITY REQUIREMENTS.

**TYPICAL BUILDING CONSTRUCTION**

1. ALL BUILDING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL BUILDING CONSTRUCTION SHALL BE SUBMITTED FOR APPROVAL TO THE ARCHITECT PRIOR TO INSTALLATION.
3. ALL BUILDING CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL BUILDING CONSTRUCTION SHALL BE INSTALLED IN A MANNER THAT DOES NOT DAMAGE THE EXISTING BUILDING OR NEIGHBORING PROPERTIES.
5. ALL BUILDING CONSTRUCTION SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE NORMAL OPERATION OF THE BUILDING.
6. ALL BUILDING CONSTRUCTION SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S ASSETS.
7. ALL BUILDING CONSTRUCTION SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S INFORMATION.
8. ALL BUILDING CONSTRUCTION SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE BUILDING'S REPUTATION.
9. ALL BUILDING CONSTRUCTION SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE ENVIRONMENT.
10. ALL BUILDING CONSTRUCTION SHALL BE INSTALLED IN A MANNER THAT DOES NOT OBSTRUCT THE SAFETY OF ALL WORKERS AND THE PUBLIC.



DO NOT SCALE WORK FROM DRAWINGS

IMPERIAL INVESTMENTS

ADAM N. LYONS

REGISTERED PROFESSIONAL ARCHITECT

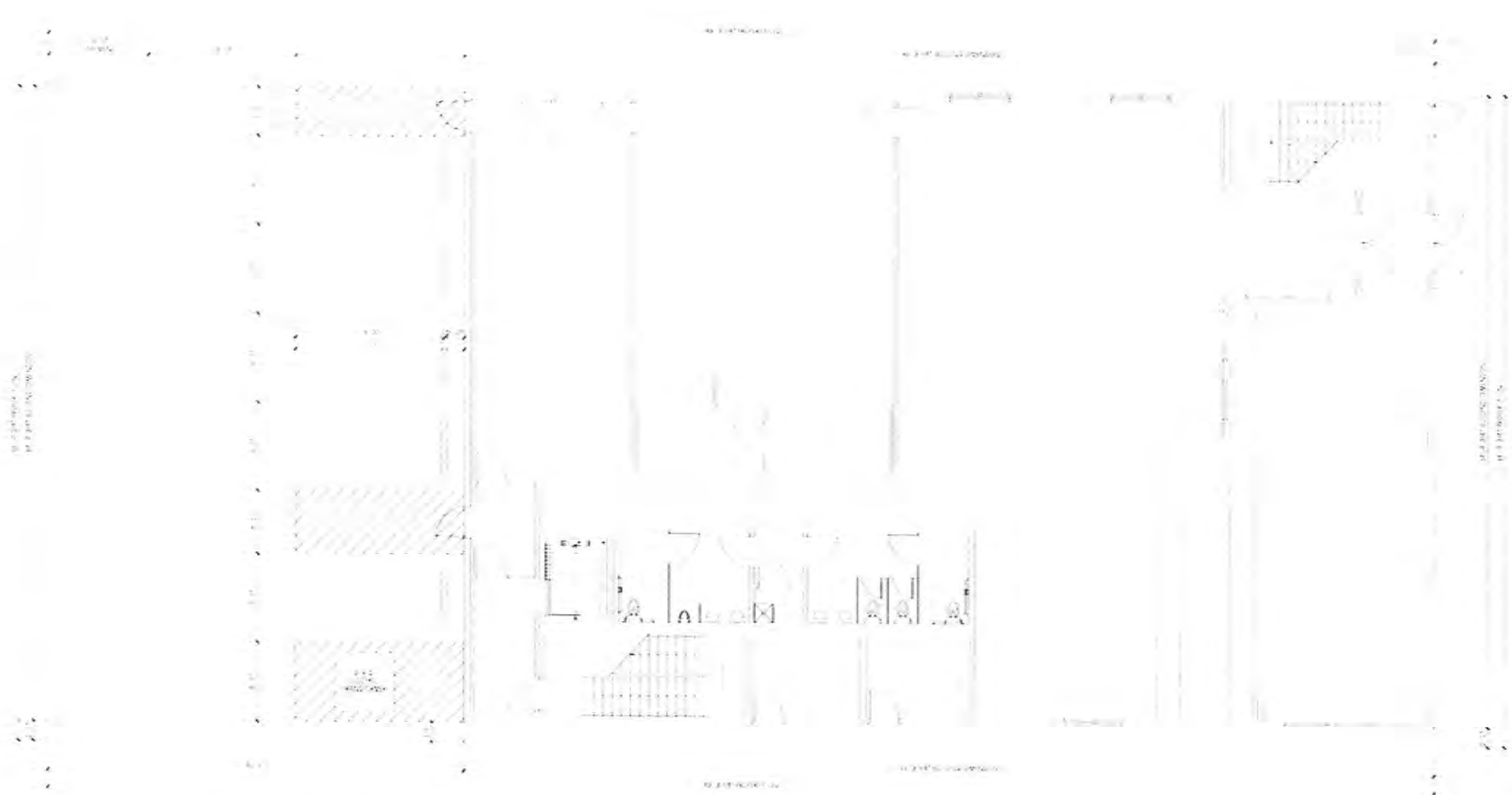
**HDG**

Head Design Group, Inc.

2nd FLOOR PLAN

A-11





A SITE PLAN

**CONSTRUCTION NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE CALIFORNIA BUILDING CODE (CBC).
2. ALL FOUNDATIONS SHALL BE CONSTRUCTED ON FIRM GROUND. SOFT SPOTS SHALL BE REINFORCED WITH RIGID PIERCEMENTS.
3. ALL EXTERIOR WALLS SHALL BE CONSTRUCTED WITH A MINIMUM OF 8" THICK CONCRETE OR EQUIVALENT.
4. ALL INTERIOR WALLS SHALL BE CONSTRUCTED WITH A MINIMUM OF 5" THICK CONCRETE OR EQUIVALENT.
5. ALL ROOFS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 20 PSF UNIFORM LOAD.
6. ALL ROOFS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 2" DEEP FLOODING.
7. ALL ROOFS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 MPH WINDS.
8. ALL ROOFS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF POINT LOAD.
9. ALL ROOFS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF UNIFORM LOAD.
10. ALL ROOFS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF POINT LOAD.

**NOTES TO SUB-CONTRACTOR**

1. ALL SUB-CONTRACTORS SHALL BE LICENSED BY THE STATE OF CALIFORNIA.
2. ALL SUB-CONTRACTORS SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.
3. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
4. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
5. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.
6. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
7. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
8. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
9. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
10. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.

**BUILDING UTILITY REQUIREMENTS**

1. ALL BUILDINGS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF UNIFORM LOAD.
2. ALL BUILDINGS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF POINT LOAD.
3. ALL BUILDINGS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF UNIFORM LOAD.
4. ALL BUILDINGS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF POINT LOAD.
5. ALL BUILDINGS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF UNIFORM LOAD.
6. ALL BUILDINGS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF POINT LOAD.
7. ALL BUILDINGS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF UNIFORM LOAD.
8. ALL BUILDINGS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF POINT LOAD.
9. ALL BUILDINGS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF UNIFORM LOAD.
10. ALL BUILDINGS SHALL BE DESIGNED TO WITHSTAND A MINIMUM OF 100 PSF POINT LOAD.

**TYPICAL EXTERIOR WALL CONSTRUCTION**

1. 8" THICK CONCRETE OR EQUIVALENT.
2. 4" THICK CONCRETE OR EQUIVALENT.
3. 4" THICK CONCRETE OR EQUIVALENT.
4. 4" THICK CONCRETE OR EQUIVALENT.
5. 4" THICK CONCRETE OR EQUIVALENT.
6. 4" THICK CONCRETE OR EQUIVALENT.
7. 4" THICK CONCRETE OR EQUIVALENT.
8. 4" THICK CONCRETE OR EQUIVALENT.
9. 4" THICK CONCRETE OR EQUIVALENT.
10. 4" THICK CONCRETE OR EQUIVALENT.

**TYPICAL INTERIOR WALL CONSTRUCTION**

1. 5" THICK CONCRETE OR EQUIVALENT.
2. 4" THICK CONCRETE OR EQUIVALENT.
3. 4" THICK CONCRETE OR EQUIVALENT.
4. 4" THICK CONCRETE OR EQUIVALENT.
5. 4" THICK CONCRETE OR EQUIVALENT.
6. 4" THICK CONCRETE OR EQUIVALENT.
7. 4" THICK CONCRETE OR EQUIVALENT.
8. 4" THICK CONCRETE OR EQUIVALENT.
9. 4" THICK CONCRETE OR EQUIVALENT.
10. 4" THICK CONCRETE OR EQUIVALENT.

**TYPICAL INTERIOR WALL CONSTRUCTION WET WALL**

1. 8" THICK CONCRETE OR EQUIVALENT.
2. 4" THICK CONCRETE OR EQUIVALENT.
3. 4" THICK CONCRETE OR EQUIVALENT.
4. 4" THICK CONCRETE OR EQUIVALENT.
5. 4" THICK CONCRETE OR EQUIVALENT.
6. 4" THICK CONCRETE OR EQUIVALENT.
7. 4" THICK CONCRETE OR EQUIVALENT.
8. 4" THICK CONCRETE OR EQUIVALENT.
9. 4" THICK CONCRETE OR EQUIVALENT.
10. 4" THICK CONCRETE OR EQUIVALENT.

**TYPICAL BUILDING CONSTRUCTION**

1. 8" THICK CONCRETE OR EQUIVALENT.
2. 4" THICK CONCRETE OR EQUIVALENT.
3. 4" THICK CONCRETE OR EQUIVALENT.
4. 4" THICK CONCRETE OR EQUIVALENT.
5. 4" THICK CONCRETE OR EQUIVALENT.
6. 4" THICK CONCRETE OR EQUIVALENT.
7. 4" THICK CONCRETE OR EQUIVALENT.
8. 4" THICK CONCRETE OR EQUIVALENT.
9. 4" THICK CONCRETE OR EQUIVALENT.
10. 4" THICK CONCRETE OR EQUIVALENT.

IMPERIAL INVESTMENTS

ADAM N. LYONS

REGISTERED - 1000 W. 10TH ST. SUITE 100

PHOENIX, ARIZONA 85001

**HDG**

HEADQUARTERS DESIGN GROUP, INC.

1000 W. 10TH ST. SUITE 100

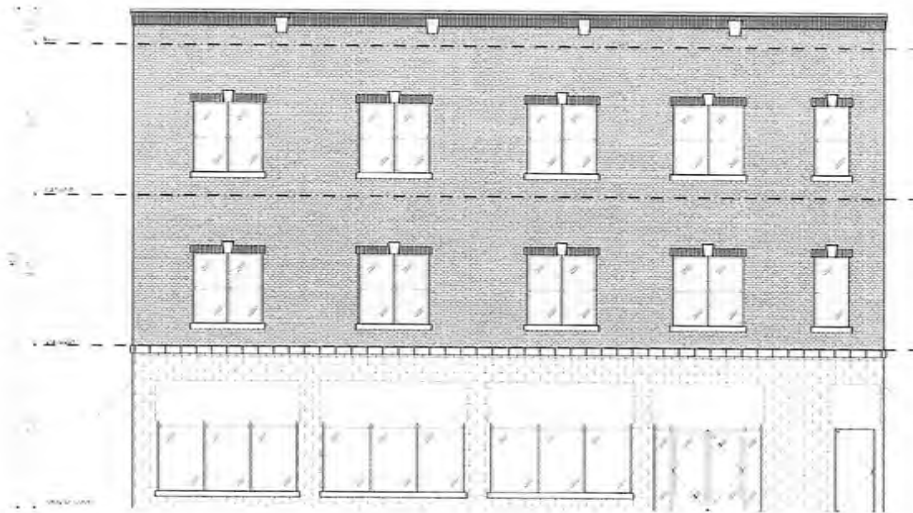
PHOENIX, ARIZONA 85001

**SITE PLAN**

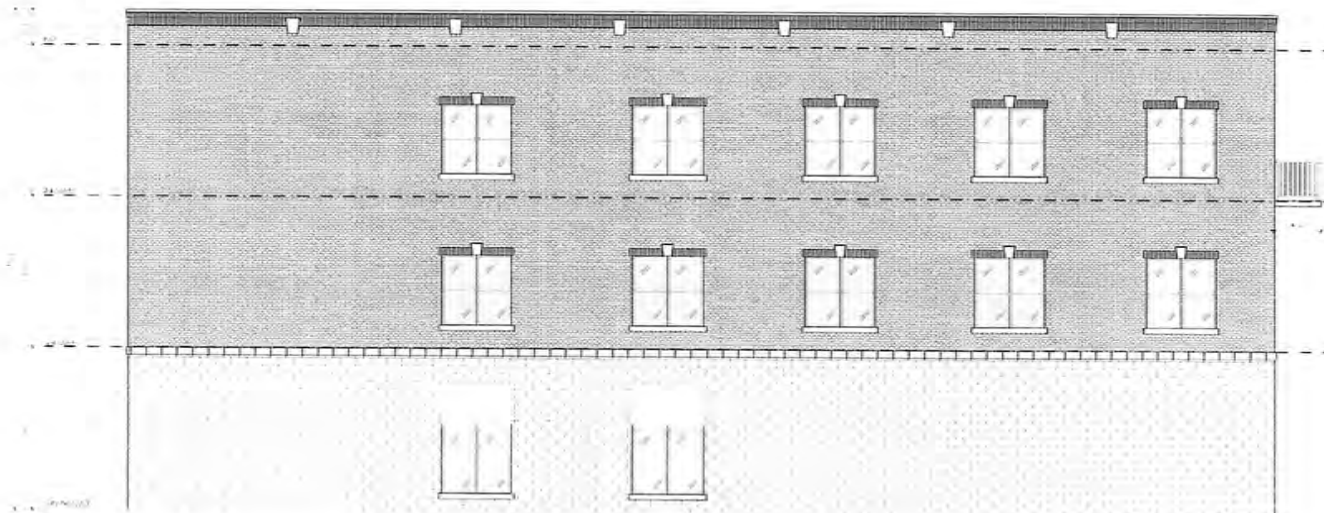
DATE: 10/1/00

SCALE: 1" = 10' - 0"

T-11



A. SIDE ELEVATION



B. REAR ELEVATION

THIS SET OF ARCHITECTURAL DRAWINGS IS THE PROPERTY OF HDG ARCHITECTS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HDG ARCHITECTS, INC. ANY VIOLATION OF THIS NOTICE SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO HDG ARCHITECTS, INC.

IMPERIAL INVESTMENTS  
ARCHITECTS

ADAM N. LYONS  
PROJECT - 1000 N. 10TH AVE. #2

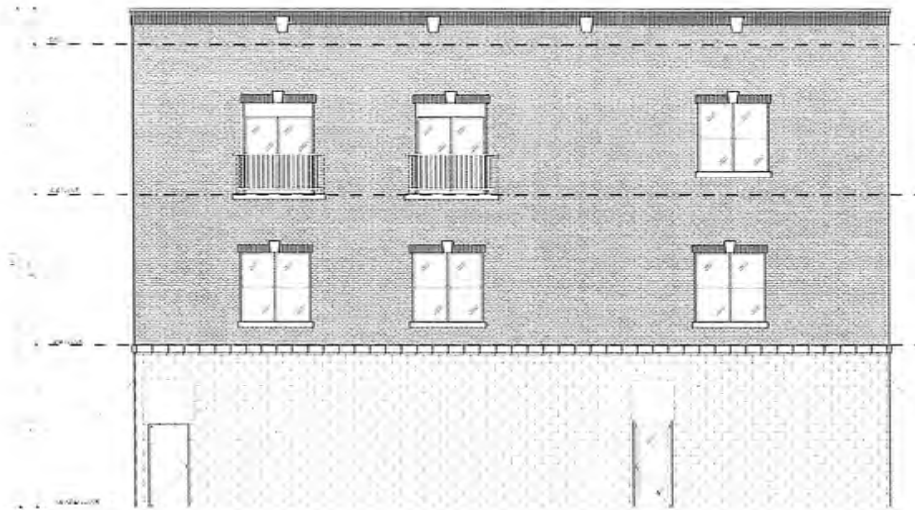
HDG  
ARCHITECTS, INC.

1000 N. 10TH AVE. #2  
DENVER, CO 80202  
303.733.1111  
www.hdgarchitects.com

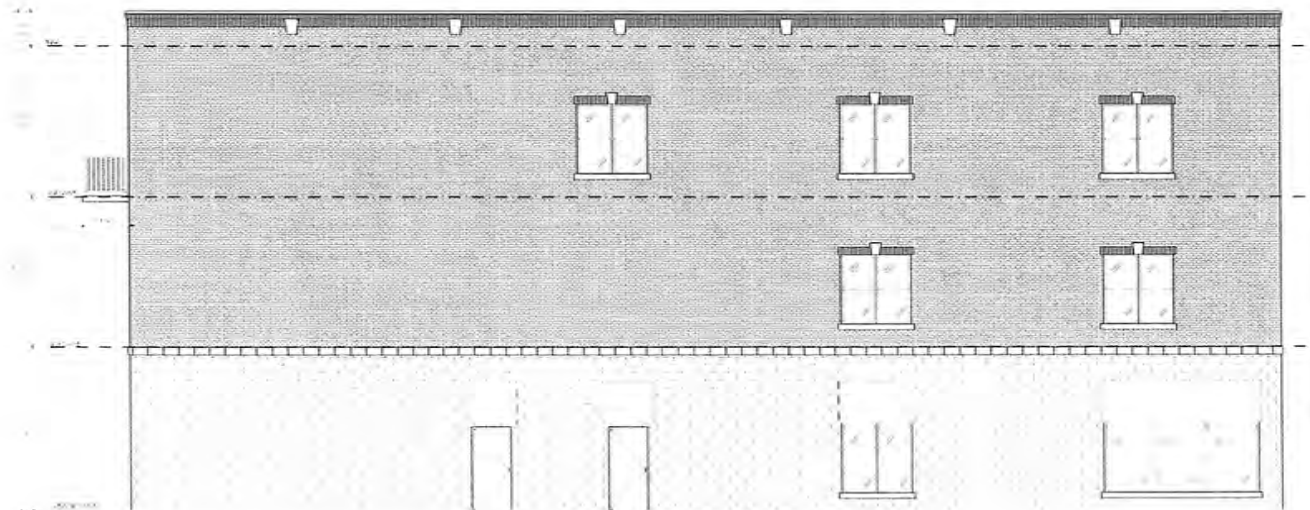
EXTERIOR ELEVATION

DATE: 10/1/2014  
DRAWN BY: J. LYONS  
CHECKED BY: A. LYONS

A-5.0



C. SIDE ELEVATION



D. SIDE ELEVATION

THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN OF THE PROJECT AND DOES NOT INCLUDE THE CONSTRUCTION OF THE PROJECT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS. THE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT.

IMPERIAL INVESTMENTS

ADAM N. LYONS  
ARCHITECT - 1000 W. 10TH AVE. SUITE 100  
DENVER, CO 80202  
TEL: 303.733.1111  
WWW.ANLYONS.COM

**HDG**  
HARDY HARDY GROUP  
ARCHITECTS

EXTERIOR ELEVATION

A-5.1

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 8  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS



STATE OF KANSAS  
COUNTY OF KANSAS

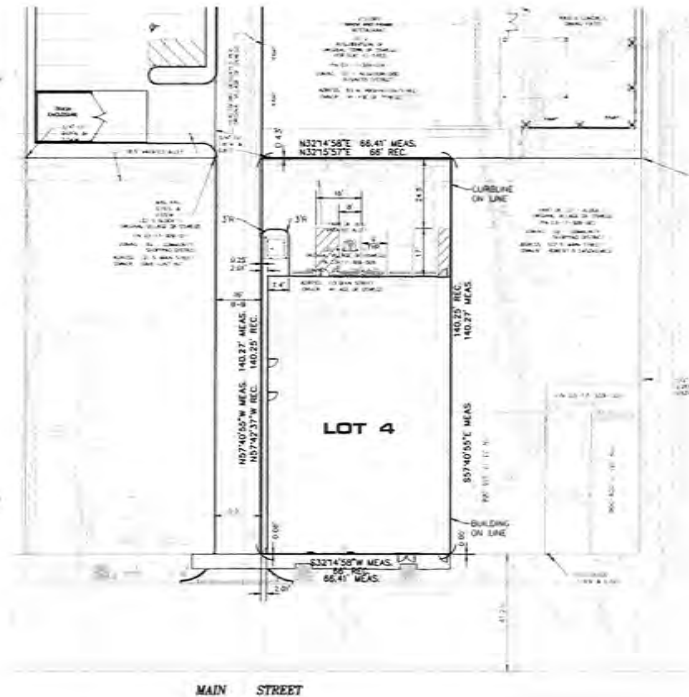
BEFORE ME, the County Clerk, the within and foregoing instrument, together with the power of attorney thereunto in and by the within and foregoing instrument duly executed, was presented to me by \_\_\_\_\_, the person whose name and true name appears as the grantor in the foregoing instrument, and who acknowledged to me that he was the grantor of the within and foregoing instrument, and that he executed the same for the purposes and consideration therein expressed, and I have signed my name and official seal to this certificate of acknowledgment.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
County Clerk

[illegible]

0022-2496/97/0000-0000\$05.00/0



MAIN STREET

## PLACE ORDER

SPR/JOE	SPR/JOE/WET	8011PUD-113MAIN	PUD 100/PG	1/29/19	SHEET NO.
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PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT

DATE: 08/20/2018	BY: SPH/JCC/WG	8011PLD-113MAN	PLD: 08/20/2018	129/10	SHEET NO:
1	1	1	1	1	1

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**ROAKE AND ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS  
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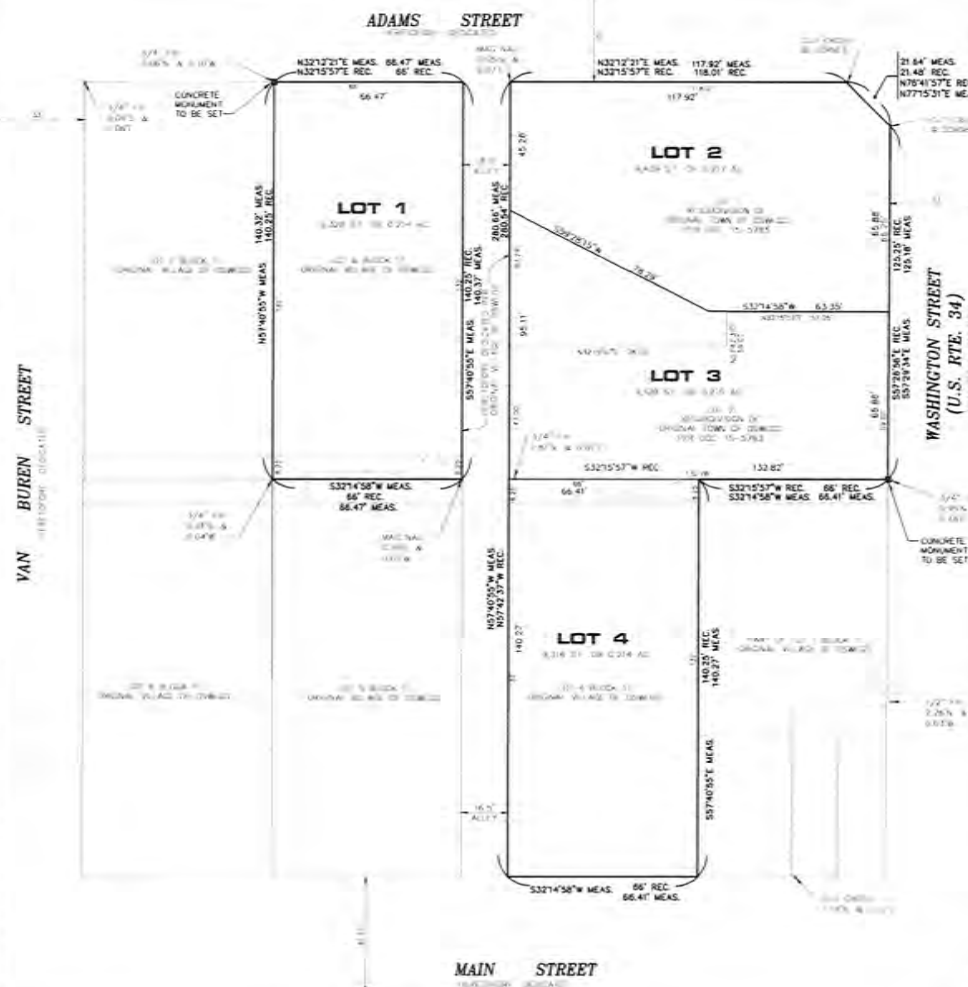
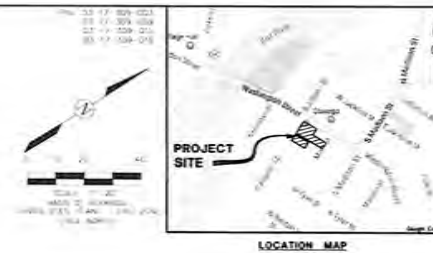
PREPARED FOR:  
IMPERIAL INVESTMENTS  
202 BOOMBAH BOULEVARD  
YORKVILLE, ILLINOIS 60560  
(630) 360-0344

REVENUES					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION



# PRELIMINARY/FINAL PLAT OF SUBDIVISION FOR OLD VILLAGE HALL BLOCK SUBDIVISION OSWEGO, ILLINOIS

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.



PROPOSED	EXISTING	DESCRIPTION
---	---	SUBDIVISION BOUNDARY
---	---	RIGHT OF WAY LINE
---	---	LOT LINE
---	---	CENTER LINE
---	---	EASEMENT LINE
---	---	SECTION LINE
---	---	UNDULING LOT LINE
---	---	EXISTING BUILDING SETBACK LINE
---	---	CONCRETE MONUMENT TO BE SET

ABBREVIATIONS	DESCRIPTION
REC	RECORD DATA
MEAS	MEASURED DATA
(DEED)	MEASURED FOR DEED DATA
R	RADIUS
A	ARC DATA
PL	RIGHT OF WAY
PL	PROPERTY LINE
CL	CENTERLINE
PUE	PUBLIC UTILITIES EASEMENT
S.F.	SQUARE FEET
AC	ACRES
IP	IRON PIPE
FND	FOUND
N	NORTH
S	SOUTH
E	EAST
W	WEST

AREA SUMMARY
GROSS AREA = 37.211 SQ. FT. (0.854 AC.) MORE OR LESS
LOT 1 = 9,328 SQ. FT. (0.214 AC.)
LOT 2 = 9,438 SQ. FT. (0.217 AC.)
LOT 3 = 9,429 SQ. FT. (0.216 AC.)
LOT 4 = 9,316 SQ. FT. (0.214 AC.)

- NOTES**
1. BASIS OF BEARINGS: THE BEARINGS SHOWN ON THE PLAT MAP ARE BASED ON NAD 83 (GSA 401) KENDALL STATE PLANE EAST ZONE.
  2. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
  3. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
  4. ALL PROPOSED EASEMENTS DEPICTED ON THIS PLAT ARE HEREBY GRANTED.
  5. ALL EASEMENTS DEPICTED ON THE PLAT MAP ARE FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES UNLESS OTHERWISE NOTED.
  6. SURVEYED LAND IS DETERMINED TO BE ZONE "X" PER FLOOD INSURANCE RATE MAP NO. 13093C0005H WITH EFFECTIVE DATE OF 01/08/2004.
  7. SET 3/4" X 24" IRON PIPE AT ALL PROPERTY CORNERS, UNLESS NOTED OTHERWISE. ALL CORNERS TO BE SET WITHIN 12 MONTHS AFTER RECORDING DATE OF THE SUBDIVISION PLAT OR PRIOR TO THE CONVEYANCE OF ANY LOT.

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PREPARED FOR  
VILLAGE OF OSWEGO  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
(630) 554-3622

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

OLD VILLAGE HALL BLOCK SUBDIVISION

PRELIMINARY/FINAL PLAT OF SUBDIVISION

DATE: 10/31/18	BY: [Signature]	SCALE: 1"=20'	REVISION: 1	OF: 2
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# LEGEND

PROPOSED	EXISTING	DESCRIPTION	ABBREVIATIONS
1	10	MANHOLE	REC. RECORD DATA
2	11	CATCH BASIN	MEAS. MEASURED DATA
3	12	INLET	DECD. DECKED DATA
4	13	VALVE & VAULT	IN. INCHES
5	14	VALVE & BOX	A. ARC DATA
6	15	FIRE HYDRANT	ROM. RIGHT OF WAY
7	16	CLEANOUT	PL. PROPERTY LINE
8	17	BUFFALO BOX	CL. CENTERLINE
9	18	STREET LIGHT	PU & UC. PUBLIC UTILITY & DRAINAGE EASEMENT
10	19	SULLARD LIGHT	BC. BACK OF CURB
11	20	LIGHT STANDARD	TC. TOP OF CURB
12	21	GROUND FLOOD LIGHT	FL. FLOORING
13	22	UTILITY POLE	EP. EDGE OF PAVEMENT
14	23	GAS VALVE	P. PAVEMENT
15	24	GAS METER	EG. EDGE OF GRAVEL
16	25	TELEPHONE MANHOLE	EL. EDGE OF CONCRETE
17	26	TELEPHONE PEDESTAL	EB. EDGE OF PAVEMENT
18	27	ELECTRIC MANHOLE	SW. SIDEWALK
19	28	ELECTRIC DUCTBANK MANHOLE-G	SA. SIDE OF ROAD
20	29	ELECTRIC DUCTBANK MANHOLE-E	C. CROWN
21	30	ELECTRIC DUCTBANK SWITCHGEAR	TEL. TELEPHONE
22	31	ELECTRIC PEDESTAL	E. ELECTRIC
23	32	ELECTRIC METER	CL. CABLE TELEVISION
24	33	AIR CONDENSER	W. WARE
25	34	ELECTRIC HAND HOLE	TM. TOP OF WALL
26	35	CABLE TELEVISION PEDESTAL	BM. BOTTOM OF WALL
27	36	ROADWAY/HANDCAP SIGN	TF. TOP OF FOUNDATION
28	37	STORM SEWER	LO. LOOK OUT
29	38	SAVINARY SEWER	WO. WALK OUT
30	39	WATERMAIN	OF. GARAGE FLOOR
31	40	FORCEMAIN	WML. HIGH WATER LEVEL
32	41	HEADWALL	NML. NORMAL WATER LEVEL
33	42	EAD SECTION	LMA. LIMITS OF NATURAL AREA
34	43	CORRUGATED METAL PIPE	
35	44	TRAFFIC SIGNAL INTERCONNECT	
36	45	ELECTRIC LINE	
37	46	TRAFFIC SIGNAL LINE	
38	47	STREET LIGHT CABLE	
39	48	OVERHEAD UTILITY LINES	
40	49	GAS LINE	
41	50	TELEPHONE LINE	
42	51	FIBER OPTIC CABLE	
43	52	CABLE TELEVISION	
44	53	CONTOURS	
45	54	FENCE LINE	
46	55	QUADRANT	
47	56	ELEVATIONS	
48	57	SEWER	
49	58	CURB	
50	59	DEPRESSED CURB	
51	60	GUTTER FLAG W/REVERSE PITCH	
52	61	TRENCH BACKFILL	
53	62	STRUCTURE CALLOUT	
54	63	FIRE HYDRANT CALLOUT	
55	64	PROPOSED ELEVATIONS	
56	65	PROPOSED TOP OF FOUNDATION ELEVATION	
57	66	PROPOSED LOOK OUT ELEVATION	
58	67	PROPOSED GARAGE FLOOR ELEVATION	
59	68	TOP OF WALL ELEVATION	
60	69	BSM OF WALL ELEVATION	
61	70	DIRECTION OF FLOW	

## FINAL ENGINEERING PLANS AND SPECIFICATIONS FOR OLD VILLAGE HALL BLOCK REDEVELOPMENT OSWEGO, ILLINOIS



LOCATION MAP

### BENCHMARKS

#### REFERENCE

- OSWEGO MONUMENT #0003. BERTINSON MONUMENT ACROSS FROM 515 ROSEBUSH LANE ADJACENT TO DETENTION POND. ELEVATION=4545.01
- OSWEGO MONUMENT #0004. BERTINSON MONUMENT AT THE NORTHWEST CORNER OF THE PLANK DRIVE AND THEODORE DRIVE. ELEVATION=4557.87

#### SITE

- CUT CROSS IN EAST CURBLINE OF MAIN STREET AT 26 W. VAN BUREN STREET. SAID CROSS IS 2.5' ± WEST OF THE NORTHWEST BUILDING CORNER AND 5.0' ± SOUTH OF DETENTION POND. ELEVATION=4533.94
- CUT CROSS IN CURBLINE AT THE NORTHWEST CORNER OF THE INTERSECTION OF WASHINGTON STREET AND MAIN STREET AT 73-74 MAIN STREET. SAID CROSS IS 40' ± NORTHWEST OF SANITARY MANHOLE IN THE CENTER OF SAID INTERSECTION AND 6.5' ± SOUTHEAST OF A LIGHT POLE STANDARD IN THE WALK. ELEVATION=4532.59

### LINE TYPE LEGEND

PROPOSED	EXISTING	DESCRIPTION
---	---	BOUNDARY
---	---	LOT LINE
---	---	CENTER LINE
---	---	RIGHT OF WAY
---	---	EASEMENT LINE
---	---	BUILDING LINE
---	---	SECTION LINE
---	---	UNDERLYING LOT LINE

### INDEX TO DRAWINGS

- TITLE SHEET
- SPECIFICATIONS, SPECIAL PROVISIONS, & GENERAL NOTES AND FOX METRO RECLAMATION DISTRICT SPECIFICATIONS & GENERAL NOTES
- TOPOGRAPHIC EXHIBIT
- DEMOLITION PLAN
- DIMENSION PLAN
- 6-8. GRADING PLANS
- UTILITY PLAN
- ADAMS STREET PLAN & PROFILE
- PUBLIC ALLEY PLAN & PROFILE
- STORMWATER POLLUTION PREVENTION PLAN, SPECIFICATIONS & GENERAL NOTES
- STORMWATER POLLUTION PREVENTION PLAN - DETAILS
- 14-21. DETAILS



Know what's below.  
Call before you dig.

STATE OF ILLINOIS  
COUNTY OF DUPAGE

I, JAMES G. CANEY, AN ILLINOIS PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY ROAKE AND ASSOCIATES, INC., A SUBSIDIARY OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC., ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM NO. 154 (04/02), LICENSE EXPIRES APRIL 30, 2019, UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED BELOW. REPRODUCTION OR USE BY THIRD PARTIES IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 48225  
REGISTRATION VALID THROUGH NOVEMBER 30, 2019  
(NOT VALID WITHOUT ORIGINAL SIGNATURE)



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PREPARED FOR:  
VILLAGE OF OSWEGO  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
TEL. (630) 554-3622

REVISIONS	
NO.	DATE

### OLD VILLAGE HALL BLOCK REDEVELOPMENT

#### TITLE SHEET

DATE: 05/22/18	BY: JGC	DATE: 05/22/18	BY: JGC
SCALE: AS NOTED	DATE: 05/22/18	SCALE: AS NOTED	DATE: 05/22/18
1	21	1	21





2017 BORING LOG TABLE				
BORING #	GROUND ELEVATION	GRAVEL/ SAND	WEATHERED LIMESTONE	AUGER REFUSAL
B17-1	625.25 (624)*		619.25	616.75
B17-2	624.00 (624)*	620.50	618.00	617.10
B17-3	629.37 (630)*	623.37	620.87	619.37
B17-4	632.46 (633)*	623.96	621.46	619.96
B17-5	620.67 (621)*	619.67	617.42	617.17

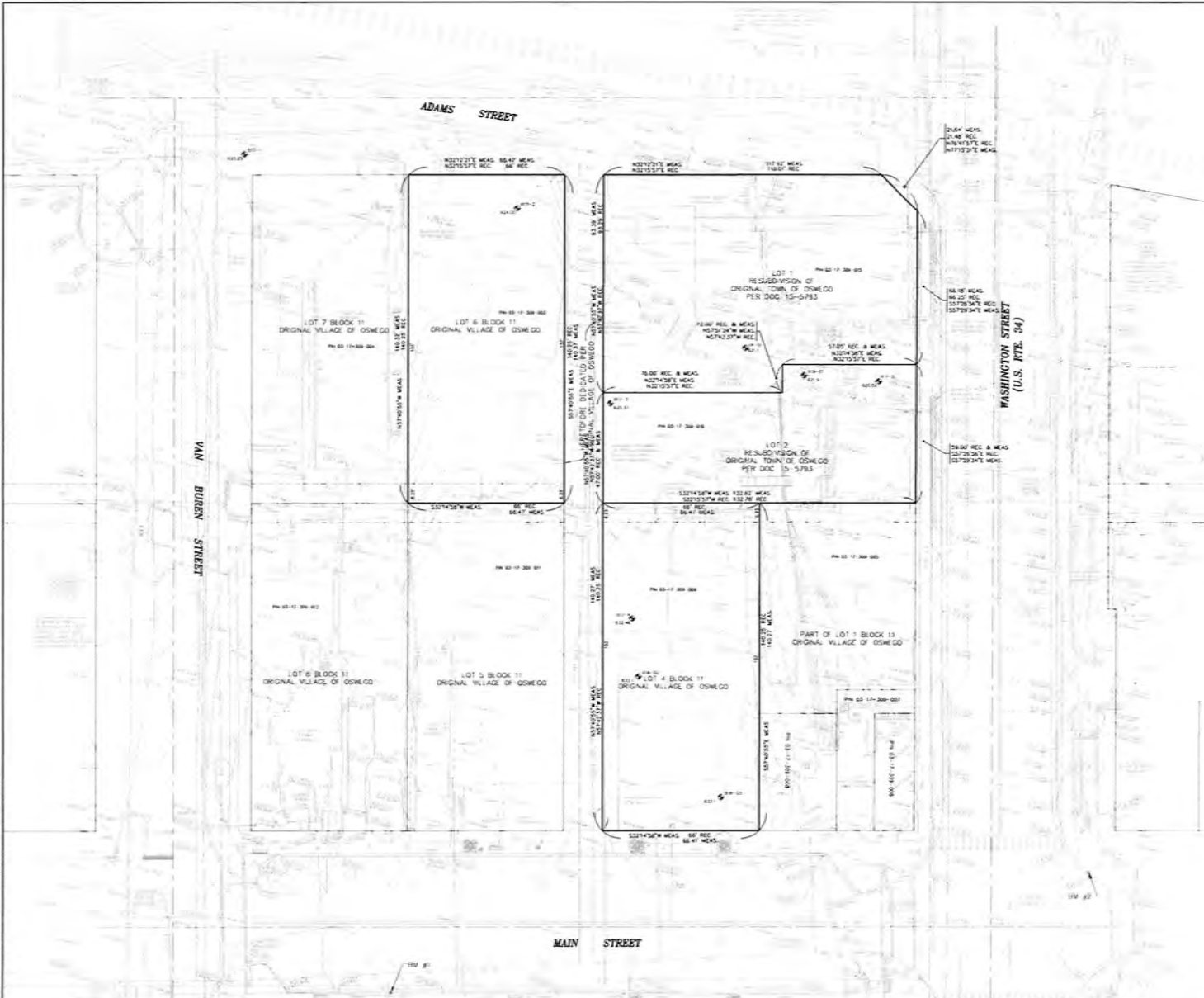
ELEVATIONS SHOWN ARE ELEVATIONS SURVEYED IN THE FIELD ON 10/03/2017 BY ROAKE AND ASSOCIATES, INC.

(\*) INDICATES GROUND ELEVATION SHOWN IN APPENDIX A - BORING LOGS PREPARED BY RUBINO ENGINEERING INC. DATED 10/20/2017.

2018 BORING LOG TABLE				
BORING #	GROUND ELEVATION	GRAVEL/ SAND	WEATHERED LIMESTONE	AUGER REFUSAL
B18-1	(621.1)**	620.9		617.6
B18-2	(621.3)**	621.2	618.0	615.0
B18-3	(633.1)**	625.6		622.4
B18-4	(633.1)**	627.1	622.1	621.9

(\*\*) INDICATES GROUND ELEVATION INTERPOLATED FROM THE TOPOGRAPHIC SURVEY BY ROAKE AND ASSOCIATES, INC. THE 2018 BORINGS AND HAND AUGER LOCATIONS HAVE NOT BEEN SURVEYED IN THE FIELD BY ROAKE AND ASSOCIATES, INC.

**NOTE:**  
THE CONTRACTOR SHALL NOTE THE LOCATION OF THE BORINGS AND THE INDICATED DEPTHS OF WEATHERED LIMESTONE/ AUGER REFUSAL RELATIVE TO THE PROPOSED INFRASTRUCTURE IMPROVEMENTS. ROCK EXCAVATION IS ANTICIPATED.





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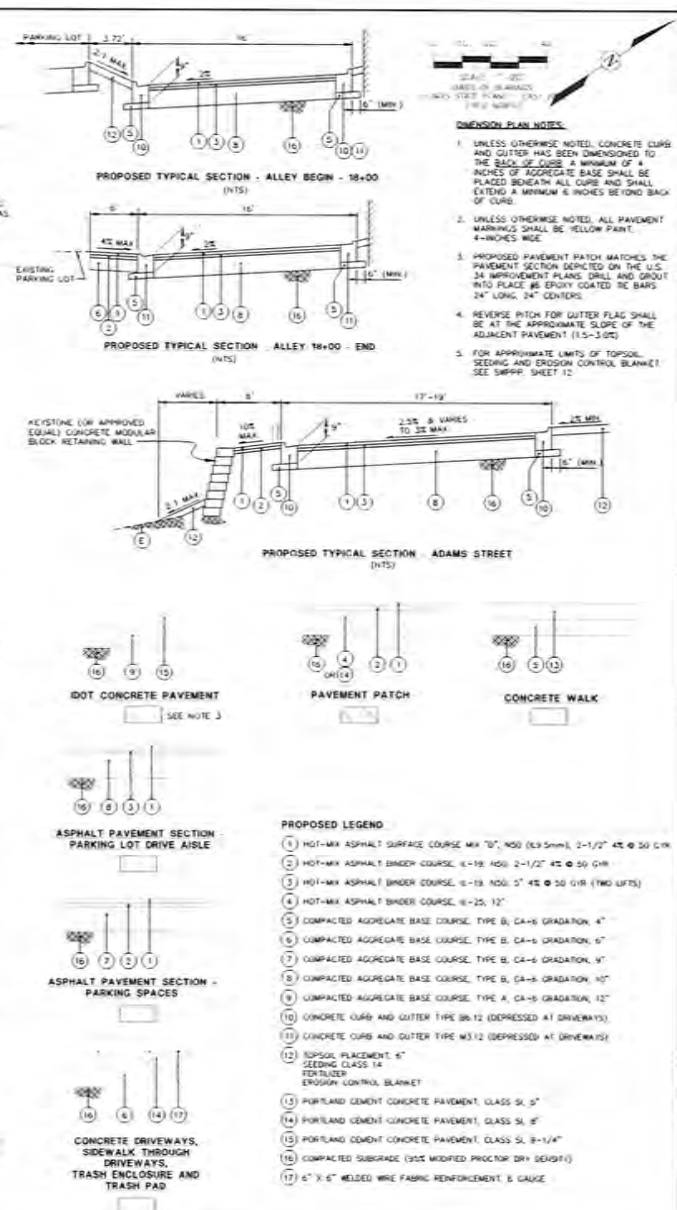
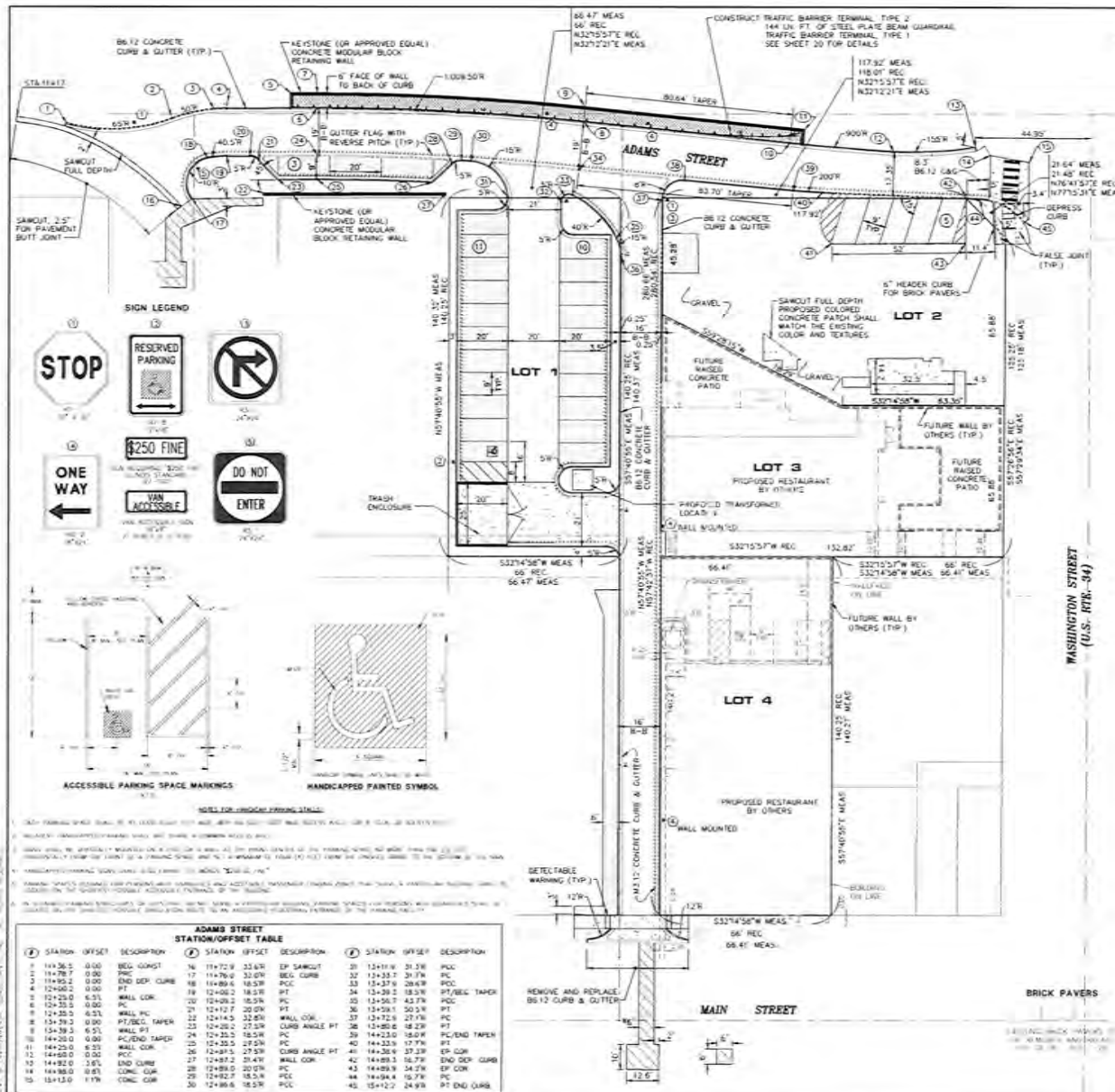
PREPARED FOR  
**VILLAGE OF OSWEGO**  
 100 PARKERS MILL  
 OSWEGO, ILLINOIS 60543  
 (630) 554-3618

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

OLD VILLAGE HALL BLOCK REDEVELOPMENT					
TOPOGRAPHIC EXHIBIT					
DRAWN BY: SRH/JCC	FILE: 8011E	PLS. SH. JVC: 139/19	SHEET NO.		
SCALE: 1"=20'	DATE: 01/23/19	JOB NO. 801 001/190-092	3	21	







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PREPARED FOR:  
**VILLAGE OF OSWEGO**  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
(630) 554-3618

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

OLD VILLAGE HALL BLOCK REDEVELOPMENT	
DIMENSION PLAN	
DATE: 01/23/19	SCALE: 1"=20'
BY: J. ROAKE	CHECKED: J. ROAKE
DATE: 01/23/19	SCALE: 1"=20'
BY: J. ROAKE	CHECKED: J. ROAKE

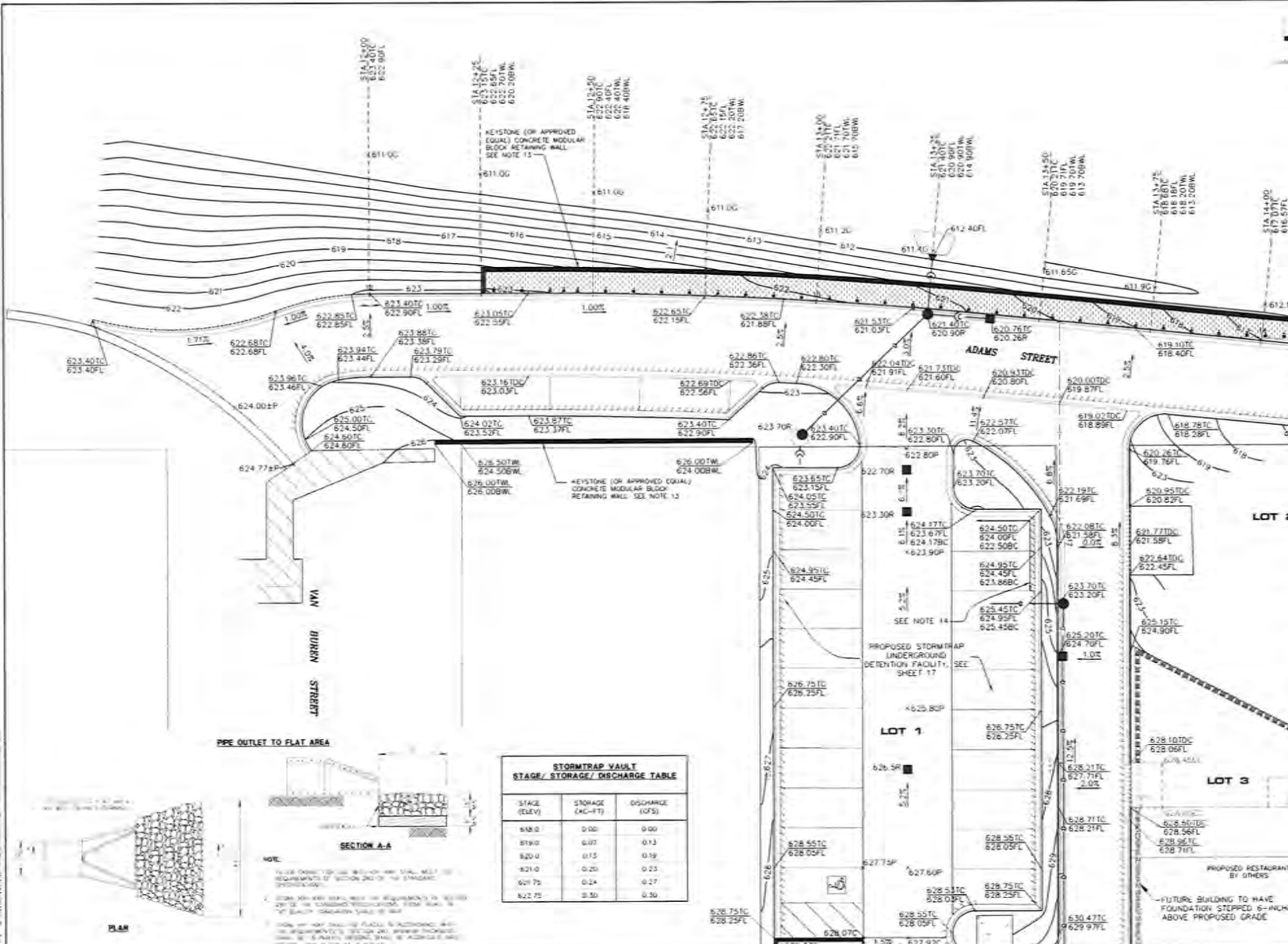




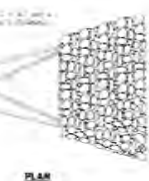
**GRADING NOTES**

1. UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL, LATEST EDITION. SEE THE STORMWATER POLLUTION PREVENTION PLAN, SHEETS 12 AND 13.
2. ALL GRADES DEPICTED ARE FINISHED GRADES. IN NON-PAVED AREAS, THE CONTRACTOR SHALL SUBTRACT 6 INCHES (0.5 FEET) TO ALLOW FOR TOPSOIL/MULCH MATERIAL PLACEMENT.
3. THE CONTRACTOR SHALL PROVIDE INLET FILTER BASKETS IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLANS FOR ALL OPEN U/D STRUCTURES TO MINIMIZE INTRUSION OF DEBRIS/DIRT INTO THE STORM SEWER SYSTEM.
4. THE ESTIMATED CONSTRUCTION SCHEDULE IS AS FOLLOWS:  

GRADING	SPRING 2018
PAVING	SUMMER 2018
GROUND STABILIZATION	FALL 2018
LANDSCAPING/SODDING	FALL 2019
5. LANDSCAPE MATERIALS SHALL BE INSTALLED AS SOON AS POSSIBLE TO STABILIZE THE SITE. AFTER EACH 1/2" RAINFALL EVENT OR MORE, FREQUENTLY AS NECESSARY TO MAINTAIN THEIR FUNCTION.
6. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE RESPECTED WEEKLY AND AFTER EACH 1/2" RAINFALL EVENT OR MORE, FREQUENTLY AS NECESSARY TO MAINTAIN THEIR FUNCTION.
7. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLANS SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
8. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE VILLAGE OF OSWEGO.
9. DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR S/T TRAPS. CONCRETE TRUCKS SHALL NOT BE PERMITTED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRAIN WASH WATER ON SITE. SPECIFIC AREAS FOR THIS ACTIVITY SHALL BE DESIGNATED BY THE CONTRACTOR AND PROVIDED WITH ADEQUATE DILUTION BASINS AND OTHER FACILITIES TO ASSURE THAT DISCHARGE IS CONTAINED AND CLEANSSED BEFORE ENTERING THE RECEIVING STORM SEWER SYSTEM.
10. ALL ADJACENT STREETS SHOULD BE KEPT CLEAR OF MUD/DEBRIS. THE CONTRACTOR SHALL INSPECT THE STREETS DAILY AND CLEAN THEM AS NECESSARY.
11. STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES (I.E. PERIMETER SALT FENCE, STOCK PILES, NOT BEING ACTIVELY WORKED AND TO REMAIN IN PLACE 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING, STRAW MULCH WITH NETTING OR EROSION CONTROL BLANKET SHALL BE USED ON SOIL SLOPES THAT EXCEED 4:1.
12. WITH THE EXCEPTION OF THE HANDICAP RAMP LOCATION, TRANSITION CURB HEIGHT FROM 8 TO 6-INCHES (3-INCHES FOR W312 GAG) OVER A 3 FOOT SPAN.
13. THE LIMITS OF THE PROPOSED MODULAR BLOCK RETAINING WALLS INDICATE LINE AND GRADE. NECESSARY TO CONFORM WITH THE PROPOSED GRADING PLAN. THE VENDOR SHALL SUPPLY THE VILLAGE OF OSWEGO AND THE SELECTION WALL CONTRACTOR WITH DESIGN CALCULATIONS AND DRAWINGS, SIGNED AND SEALED BY AN ILLINOIS STRUCTURAL ENGINEER SHOWING THE STRUCTURAL INTEGRITY OF THE PROPOSED PRODUCT AND DESIGN. ROAKE AND ASSOCIATES, INC./OVI & ENVIRONMENTAL CONSULTANTS, INC. OFFERS NO OPINION ON THE PRODUCT SELECTED OR ITS DESIGN.
14. THE NORTHWEST CORNER OF THE PROPOSED PARKING LOT CURB AND GUTTER SHALL RECEIVE A FORMER ARCHITECTURE. EXPOSED GUTTER FLAT DEPTH SHALL VARY FROM NORMAL TO 30-INCHES BELOW BACK OF CURB FINISHED GRADE. THIS ITEM WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "IN 12 COMBINATION CONCRETE CURB & GUTTER".



**PPE OUTLET TO FLAT AREA**



**SECTION A-A**

NOTE:  
 1. THIS STORM TRAP VENTILATION SHALL MEET THE REQUIREMENTS OF SECTION 202.02 OF THE ILLINOIS URBAN MANUAL.  
 2. STORM TRAP VENTILATION SHALL BE PROVIDED WITH A 1/2" RAINFALL DISCHARGE RATE OF 1.0 CFS.  
 3. STORM TRAP VENTILATION SHALL BE PROVIDED WITH A 1/2" RAINFALL DISCHARGE RATE OF 1.0 CFS.  
 4. STORM TRAP VENTILATION SHALL BE PROVIDED WITH A 1/2" RAINFALL DISCHARGE RATE OF 1.0 CFS.

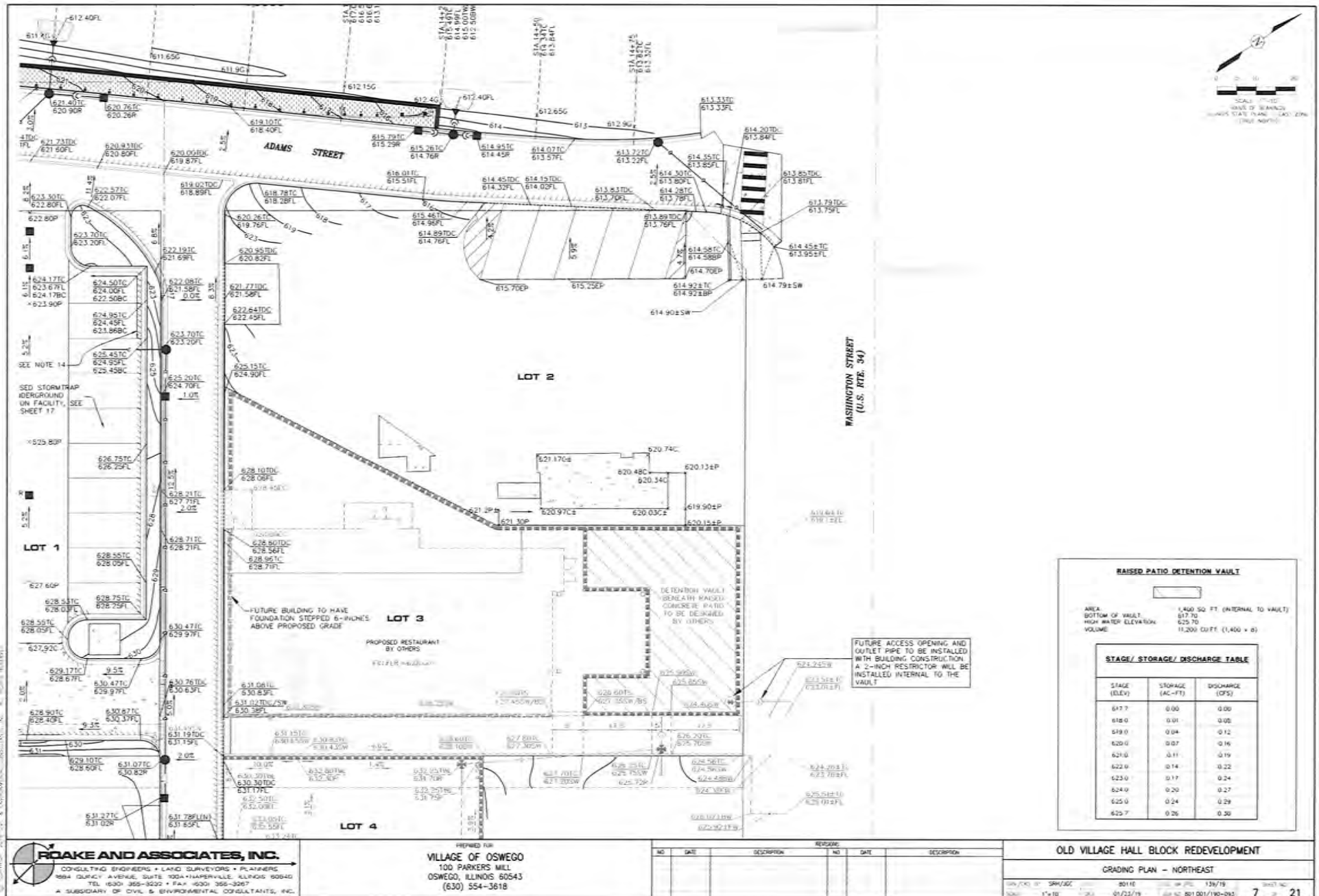
STORMTRAP VAULT STAGE/ STORAGE/ DISCHARGE TABLE		
STAGE (ELEV)	STORAGE (AC-FT)	DISCHARGE (CFS)
618.0	0.00	0.00
619.0	0.07	0.13
620.0	0.15	0.19
621.0	0.20	0.23
621.75	0.24	0.27
622.75	0.30	0.30

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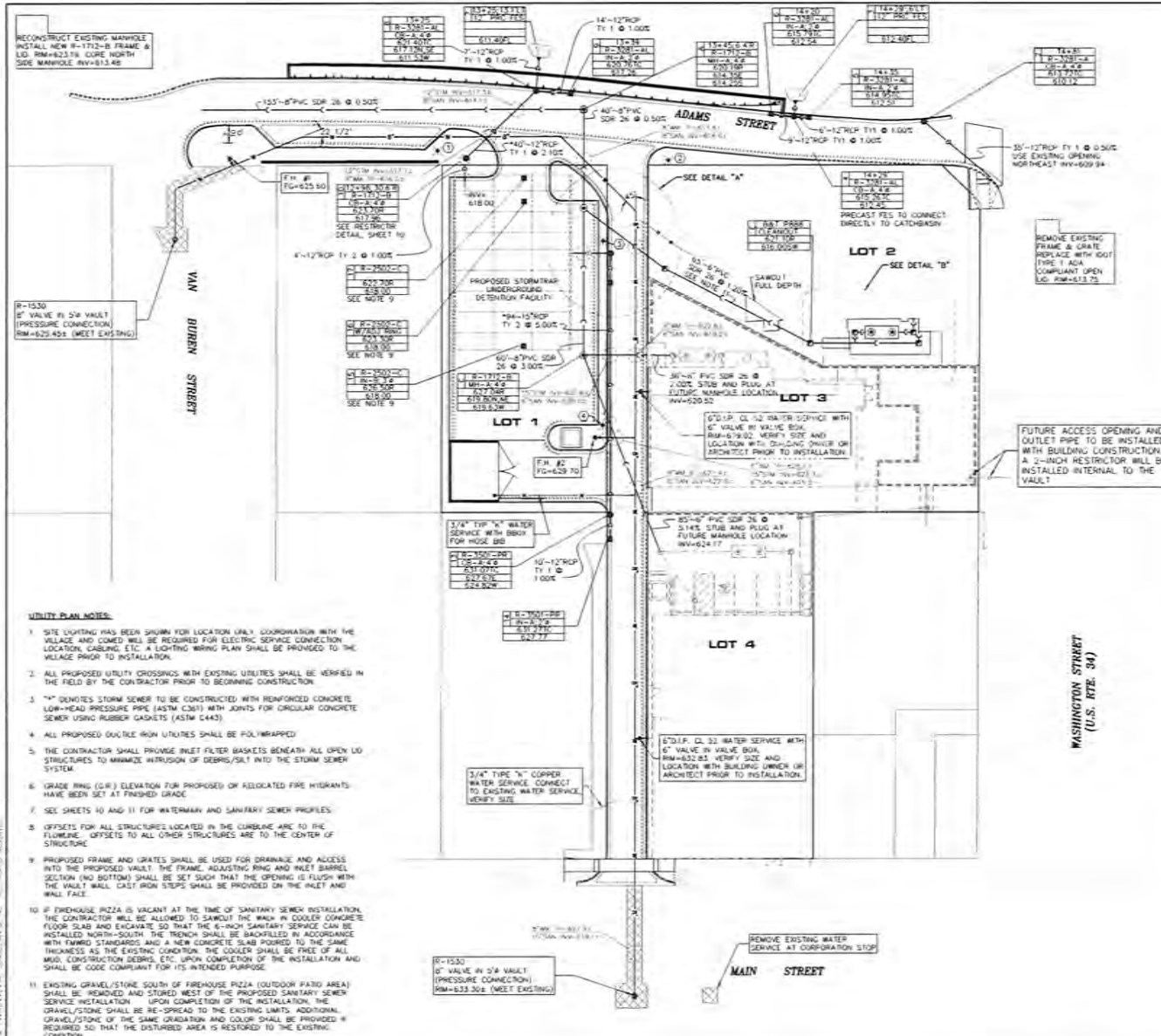
PREPARED FOR:  
**VILLAGE OF OSWEGO**  
 100 PARKERS MILL  
 OSWEGO, ILLINOIS 60543  
 (630) 554-3618

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	07/22/18	REVISION	2	07/22/18	REVISION

**OLD VILLAGE HALL BLOCK REDEVELOPMENT**  
 GRADING PLAN - NORTHWEST  
 DRAWN BY: SPR/JCC  
 CHECKED BY: JCC  
 DATE: 07/22/18  
 SHEET NO: 6 OF 21







# UTILITY PLAN NOTES:

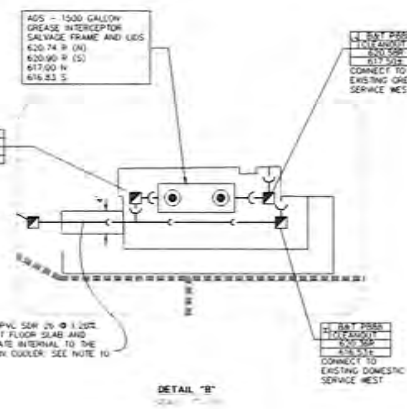
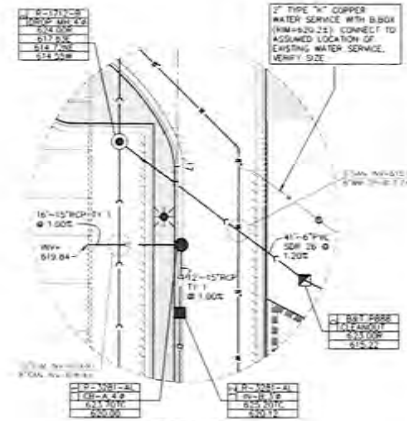
1. SITE LIGHTING HAS BEEN SHOWN FOR LOCATION ONLY. COORDINATION WITH THE VILLAGE AND COMED WILL BE REQUIRED FOR ELECTRIC SERVICE CONNECTION LOCATION, CABLEING, ETC. A LIGHTING WIRING PLAN SHALL BE PROVIDED TO THE VILLAGE PRIOR TO INSTALLATION.
2. ALL PROPOSED UTILITY CROSSINGS WITH EXISTING UTILITIES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.
3. "4" DENOTES STORM SEWER TO BE CONSTRUCTED WITH REINFORCED CONCRETE LOW-HEAD PRESSURE PIPE (ASTM C301) WITH JOINTS FOR CIRCULAR CONCRETE SEWER USING RUBBER GASKETS (ASTM C445).
4. ALL PROPOSED OUTSIDE GROUND UTILITIES SHALL BE POLYWRAPPED.
5. THE CONTRACTOR SHALL PROVIDE INLET FILTER BASKETS BENEATH ALL OPEN UG STRUCTURES TO MINIMIZE INTRUSION OF DEBRIS/SILT INTO THE STORM SEWER SYSTEM.
6. GRADE RING (G.R.) ELEVATION FOR PROPOSED OR ALLOCATED FIRE HYDRANTS HAVE BEEN SET AT FINISHED GRADE.
7. SEE SHEETS 10 AND 11 FOR WATERMAIN AND SANITARY SEWER PROFILES.
8. OFFSETS FOR ALL STRUCTURES LOCATED IN THE CORNER ARE TO THE FLUMLINE. OFFSETS TO ALL OTHER STRUCTURES ARE TO THE CENTER OF STRUCTURE.
9. PROPOSED FRAME AND GRATES SHALL BE USED FOR DRAINAGE AND ACCESS INTO THE PROPOSED VAULT. THE FRAME, ADJUSTING RING AND INLET BARREL SECTION (NO BOTTOM) SHALL BE SET SUCH THAT THE OPENING IS FLUSH WITH THE VAULT WALL. CAST-IRON STEPS SHALL BE PROVIDED ON THE INLET AND WALL FACE.
10. IF FIREHOUSE PIZZA IS VACANT AT THE TIME OF SANITARY SEWER INSTALLATION, THE CONTRACTOR WILL BE ALLOWED TO SAWCUT THE WALK IN COOLER CONCRETE FLOOR SLAB AND EXCAVATE SO THAT THE 6-INCH SANITARY SERVICE CAN BE INSTALLED NORTH-SOUTH. THE TRENCH SHALL BE BACKFILLED IN ACCORDANCE WITH TOWN STANDARDS AND A NEW CONCRETE SLAB POURED TO THE SAME THICKNESS AS THE EXISTING CONCRETE. THE COOLER SHALL BE FREE OF ALL MUD, CONSTRUCTION DEBRIS, ETC. UPON COMPLETION OF THE INSTALLATION AND SHALL BE CODE COMPLIANT FOR ITS INTENDED PURPOSE.
11. EXISTING GRANITE/STONE SOUTH OF FIREHOUSE PIZZA (OUTDOOR PATIO AREA) SHALL BE REMOVED AND STORED WEST OF THE PROPOSED SANITARY SEWER SERVICE INSTALLATION. UPON COMPLETION OF THE INSTALLATION, THE GRANITE/STONE SHALL BE RE-SPREAD TO THE EXISTING LIMITS. ADDITIONAL GRANITE/STONE OF THE SAME GRADATION AND COLOR SHALL BE PROVIDED IF REQUIRED SO THAT THE DISTURBED AREA IS RESTORED TO THE EXISTING CONDITION.

# ADAMS STREET LIGHTING SCHEDULE

NO.	DESCRIPTION	QUANTITY
1	12'-0" H.P. 12'-0" W. 12'-0" D.	27.00
2	12'-0" H.P. 12'-0" W. 12'-0" D.	27.00
3	12'-0" H.P. 12'-0" W. 12'-0" D.	27.00

# PUBLIC ALLEY LIGHTING SCHEDULE

NO.	DESCRIPTION	QUANTITY
1	12'-0" H.P. 12'-0" W. 12'-0" D.	27.00
2	12'-0" H.P. 12'-0" W. 12'-0" D.	27.00
3	12'-0" H.P. 12'-0" W. 12'-0" D.	27.00

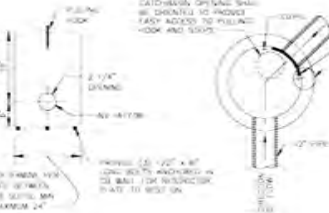
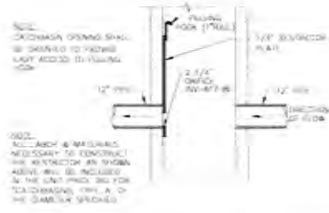


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TEL: 630/355-0500 • FAX: 630/355-0507  
A SUBSIDIARY OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

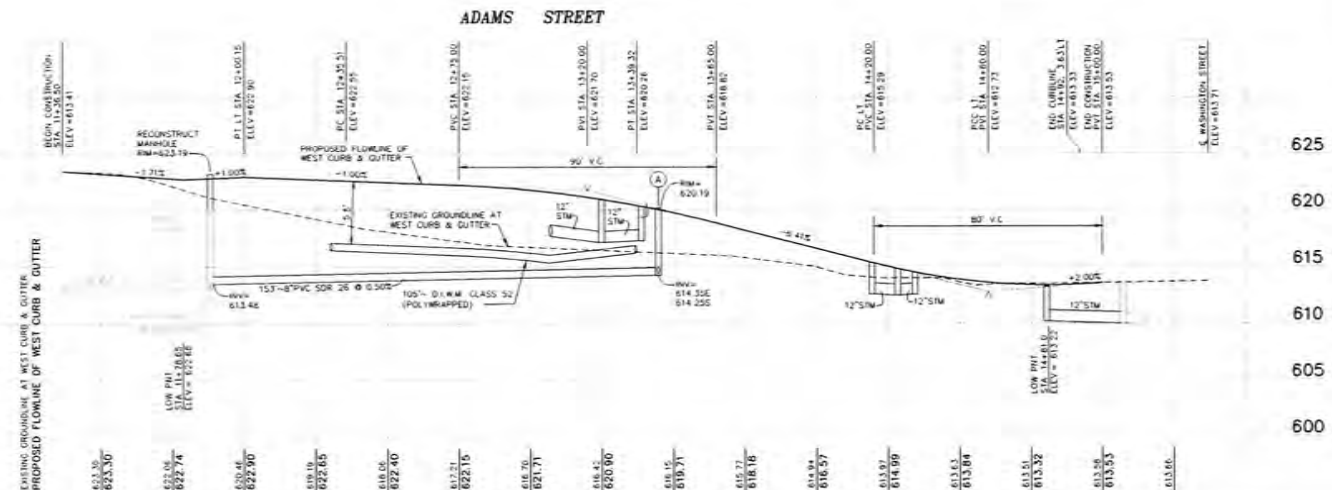
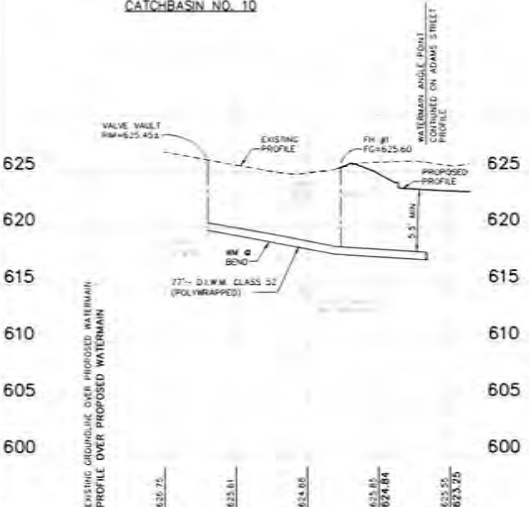
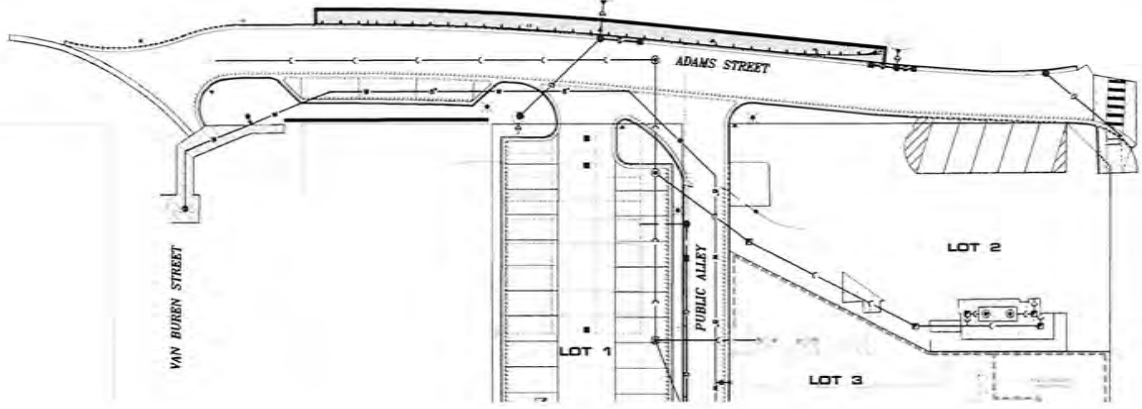
PREPARED FOR:  
**VILLAGE OF OSWEGO**  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
(630) 554-3618

NO.	DATE	DESCRIPTION	REVISED	NO.	DATE	DESCRIPTION

OLD VILLAGE HALL BLOCK REDEVELOPMENT			
UTILITY PLAN			
DATE: 07/23/18	BY: 8011E	CHECKED: 1.00/18	SHEET NO. 9 OF 21



RESTRICTOR PLATE DETAIL  
CATCHBASIN NO. 10

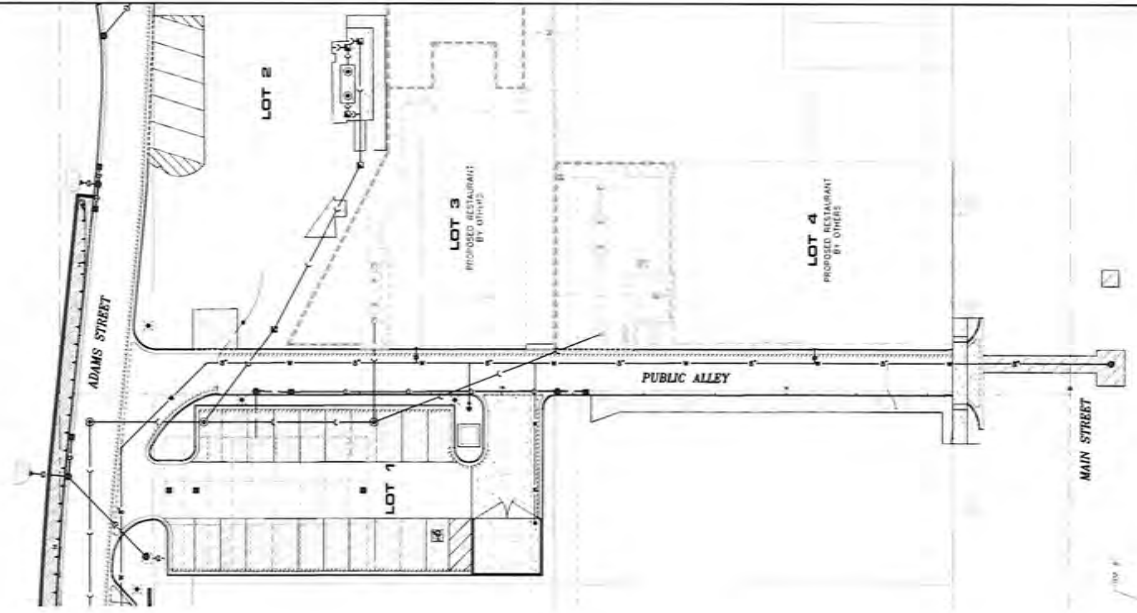


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1804 QUINCY AVENUE, SUITE 100 • HAIRSPRING, ILLINOIS 60140  
TEL (830) 365-3230 • FAX (830) 365-3297  
• SUBSIDIARY OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

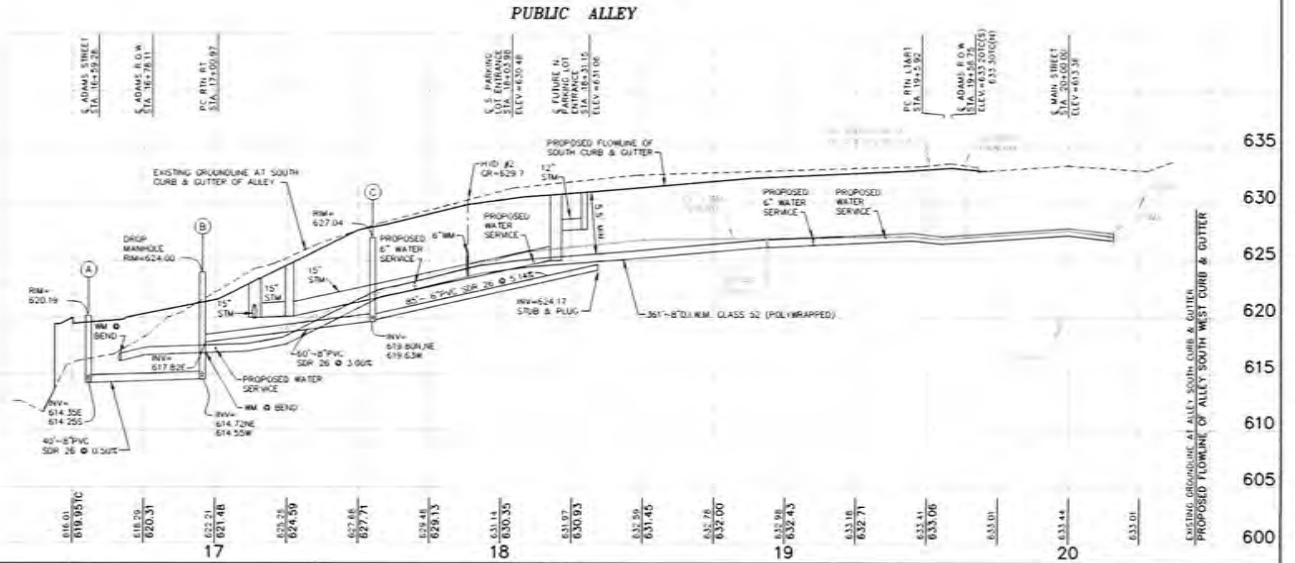
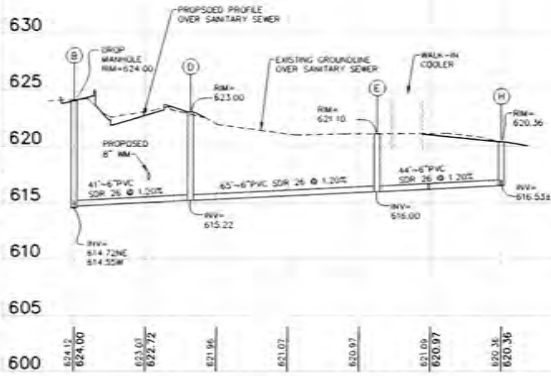
PREPARED FOR  
**VILLAGE OF OSWEGO**  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
(630) 554-3618

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

OLD VILLAGE HALL BLOCK REDEVELOPMENT					
ADAMS STREET PLAN & PROFILE					
DATE/ISSUE	NO.	DATE/ISSUE	NO.	DATE/ISSUE	NO.
01/23/18	1	01/23/18	2	01/23/18	3
01/23/18	4	01/23/18	5	01/23/18	6



# **FIREHOUSE PIZZA SANITARY SERVICE**



**POAKE AND ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
TEL (830) 366-3232 • FAX (830) 366-3267  
A SUBSIDIARY OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

PREPARED FOR  
**VILLAGE OF OSWEGO**  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
(630) 554-3618

NO.		DATE	DESCRIPTION	NO.		DATE	DESCRIPTION
17				18			
19							

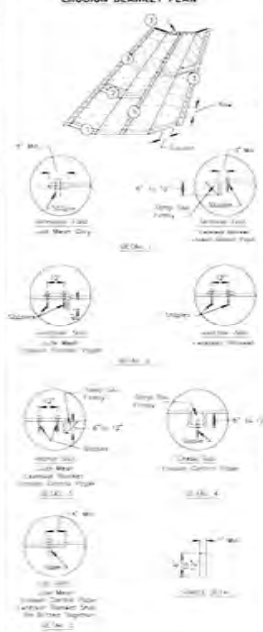
## **OLD VILLAGE HALL BLOCK REDEVELOPMENT**

PUBLIC ALLEY PLAN & PROFILE				SHEET NO.	
DESIGNED BY	SRH/JCC	DATE	01/22/19	11	21
CHECKED BY	SRH/JCC	DATE	01/22/19		
SCALE	AS SHOWN				









- [illegible]

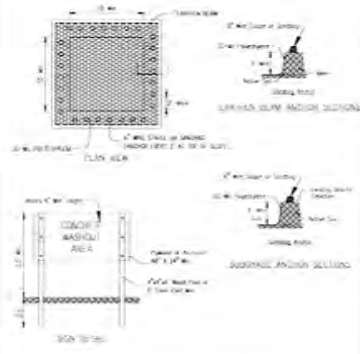
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...identify their priority of the 1990s: understanding the terms and conditions of the general National Political Conference (National System - SNRS) aimed at achieving the democratic changes associated with the national activity from the construction (the creation) as part of this participation.

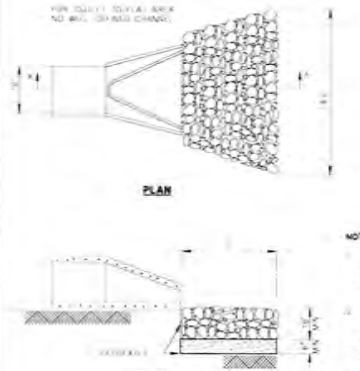
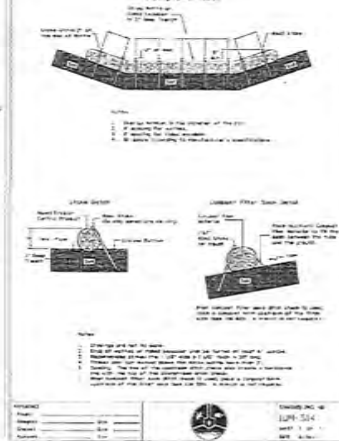
**(Company Name)**  
I certify under penalty of law that I understand the terms and conditions of the given National Automated Clearing System (NACS) service and authorize the clearing company associated with the industry activity from the contributor file identified as part of this certification.

1. *richly* *more* *poorly* of the fact that although the social and economic of the generalised 'Western' language (technical) system (Bourdieu) among the languages, the *poorly* *language* *systems* *with* the *social* *activity* *from* the *structural* *has* *defined* *as* *part* *of* *this* *formation*

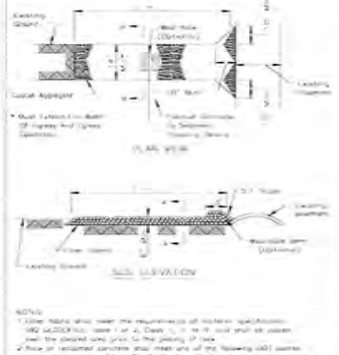
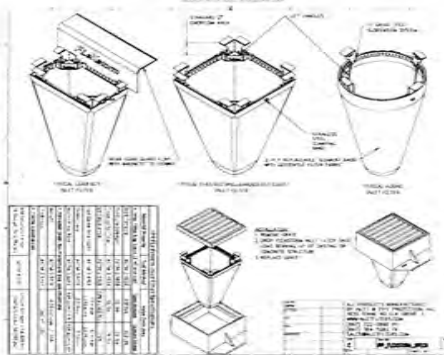
<sup>10</sup>Company Name;  
I certify, under penalty of law that I understand the terms  
and conditions of the general National Pollution Discharge  
Elimination System (NPDES) permit; that authorized the use  
of the technology associated with the discharge facility; that  
the construction site identified as part of this certification



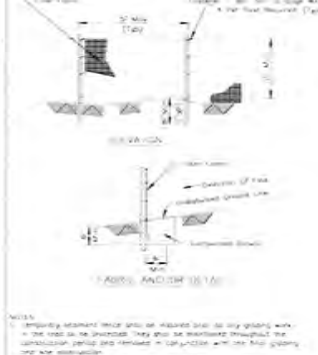
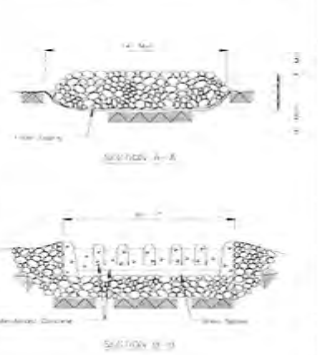
- **Warping**, frequency content **analysis** (includes also **modulation**) and **signature** of **transient** patterns **stable**. Vary and **relating** the **features** to a **known** **template**.



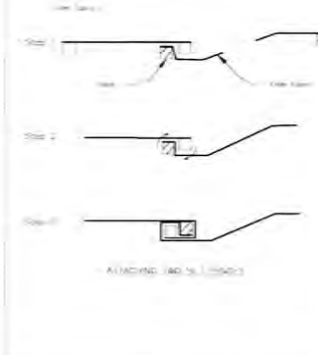
- NOTE**
1. FILLER FIBRE FOR USE WITH MINIMUM STRENGTH REQUIREMENTS OF SECTION 282 OF THE STANDARD SPECIFICATIONS
2. STONE MIN-RAP SHALL MEET THE REQUIREMENTS OF SECTION 282 OF THE STANDARD SPECIFICATIONS. STONE SHALL BE "A" QUALITY. DURATION SHALL BE 4004
3. STONE MIN-RAP SHALL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 282. MINIMUM SPACING SHALL BE 16 INCHES. DRAINAGE SHALL BE ACCORDANCE BASE COURSE TYPE D (CA-6), 6 INCHES.



- [illegible]



- ANSWER
- Temporarily statement inside `while` or `do-while` loop do any updating work – as the rest is not executed. They should be executed `do-while` throughout the compilation period (not contained in `do-while` with the `do-while` updating work and other statements).
- Factor `factorial` will need the measurements of `factorial` (`factorial` – `M2` function). Table 7 of `Class` – `do-while` equivalent updating state of `do-while` (do in `do-while` and `do-while`).
- With `do-while` loop, `do-while` statement (do in `do-while` and `do-while` with `do-while` loop) `do-while` statement (do in `do-while` and `do-while`).



- Place the end point of the second fence at the end point of the first fence.
- Rotate both points at most 180 degrees in a clockwise direction to break a light ray with the fence.
- What path leads a maximum of 18 meters into the ground and back the top?



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TEL. (630) 355-3232 • FAX (630) 355-3267  
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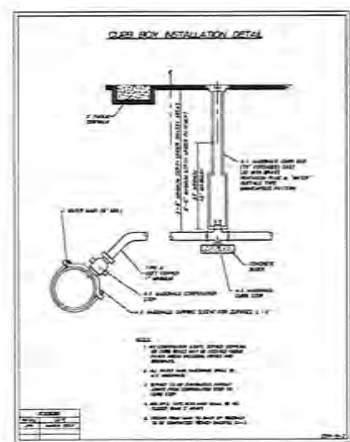
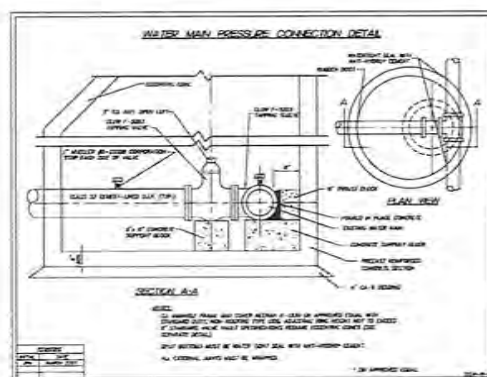
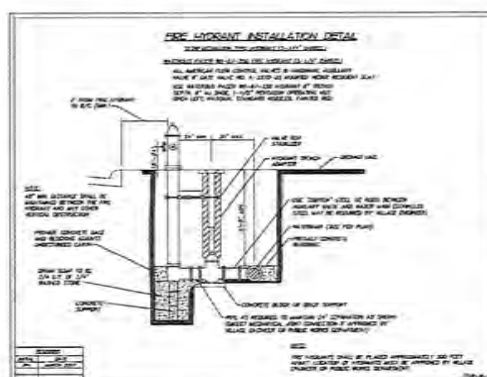
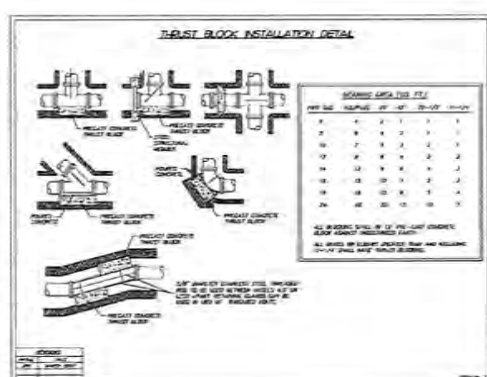
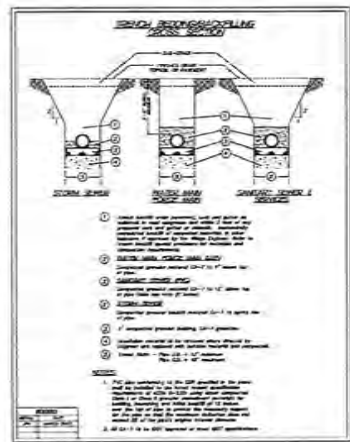
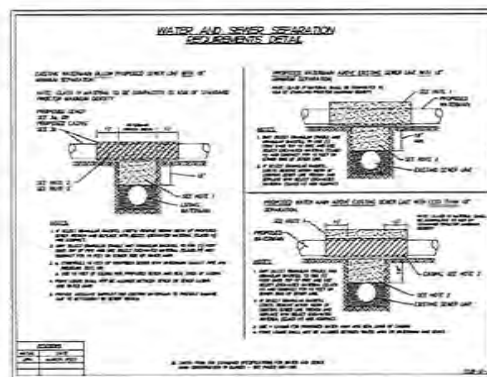
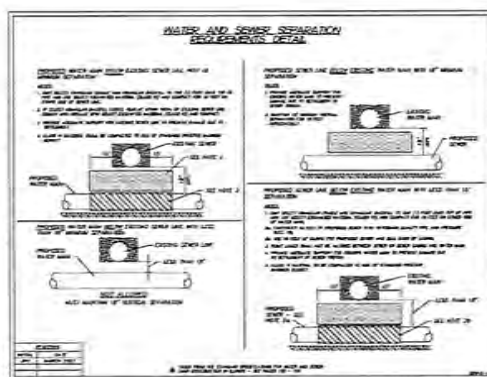
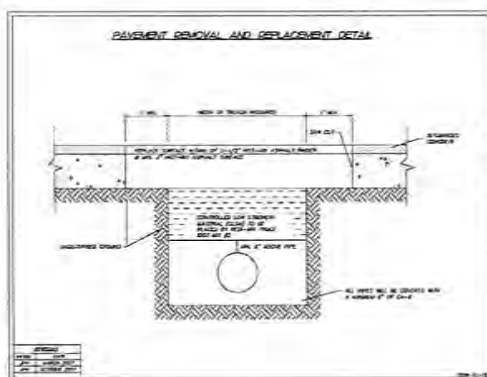
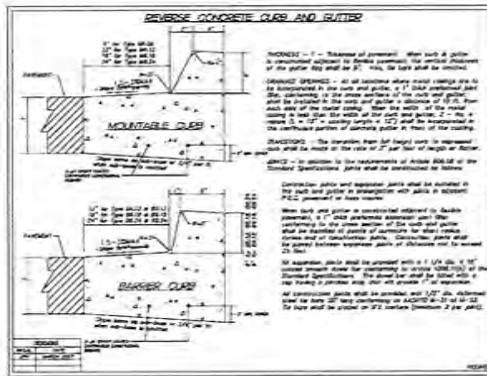
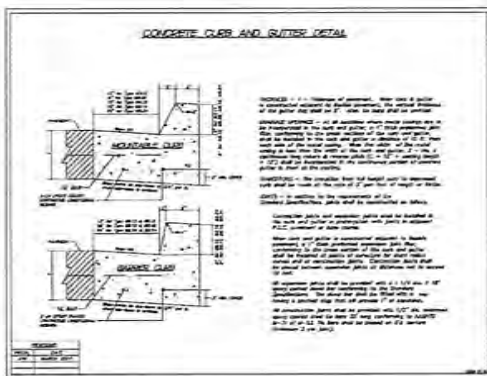
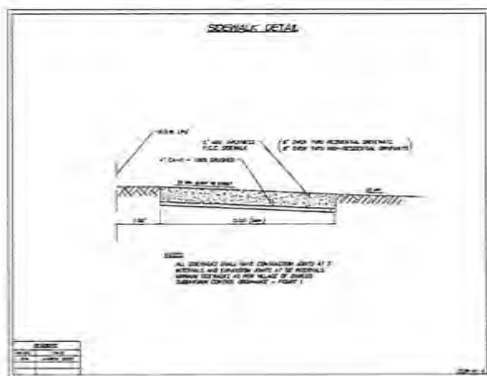
PREPARED FOR:  
VILLAGE OF OSWEGO  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
TEL. (630) 554-3622

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

OLD VILLAGE HALL BLOCK REDEVELOPMENT

STORMWATER POLLUTION PREVENTION PLAN - DETAILS

WORK ORDER # FWS/JCC	PROJECT # 80115WPPP-DETAILS	DATE 08/15/19	SHEET NO.
SCALE AS NOTED	DATE 1/23/19	PROJECT NO. 801001/790-093	13 OF 21

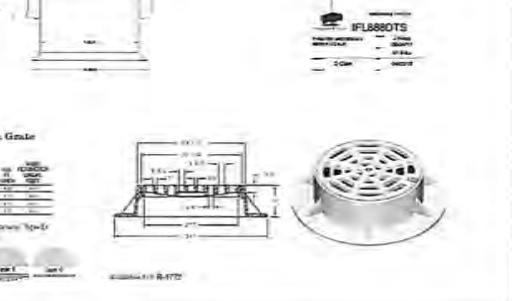
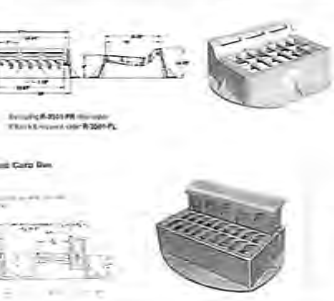
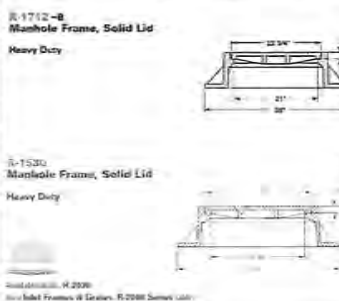
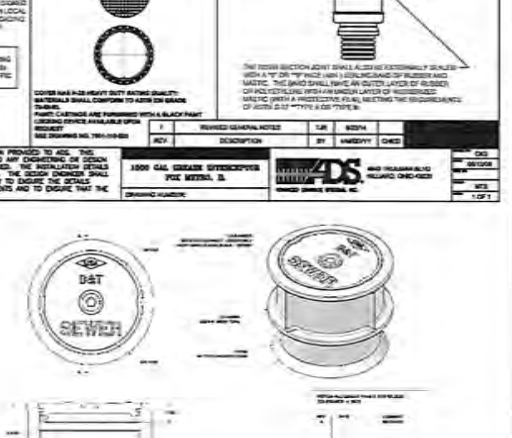
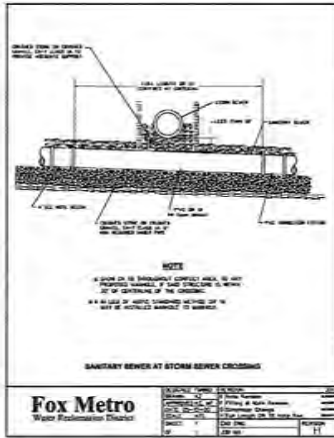
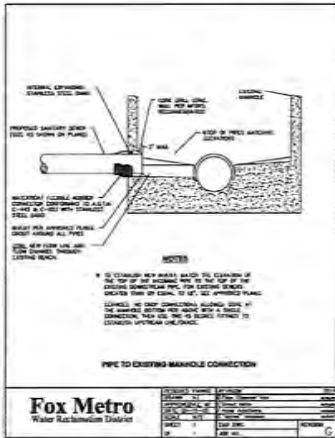
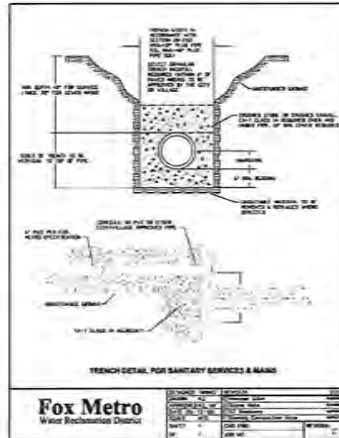
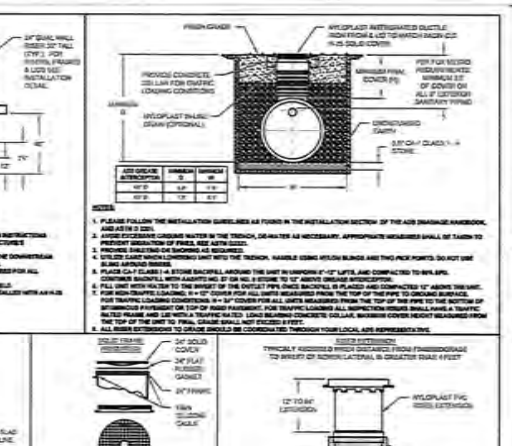
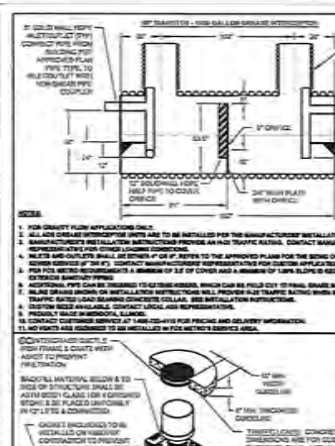
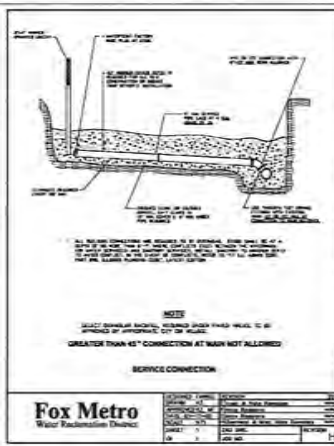
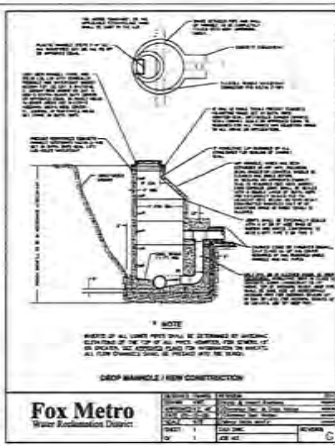
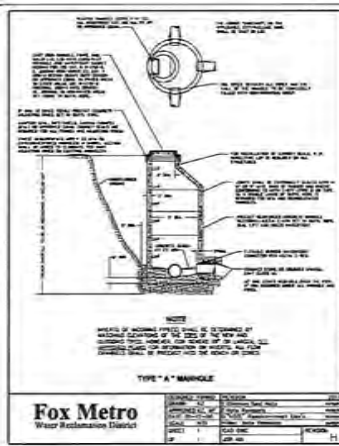


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OSWEGO, ILLINOIS 60543  
TEL (630) 554-3622

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

**OLD VILLAGE HALL BLOCK REDEVELOPMENT**  
DETAILS  
REVISED BY: WAJ/AGE 1/10/19 1/10/19 1/10/19 1/10/19  
SHEET NO. 45 NOTED 01/23/19 1/23/19 1/23/19 1/23/19 14 21

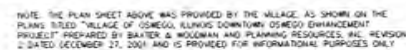


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**VILLAGE OF OSWEGO**  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
TEL: (630) 354-3622

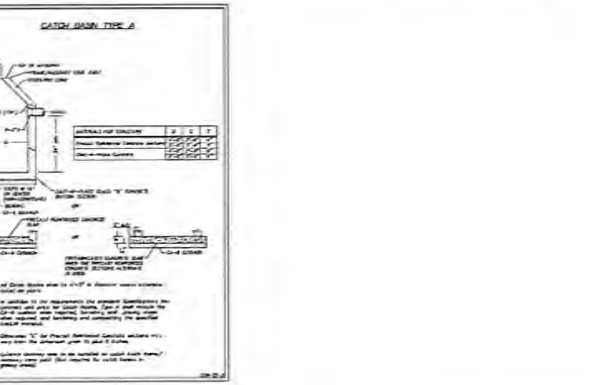
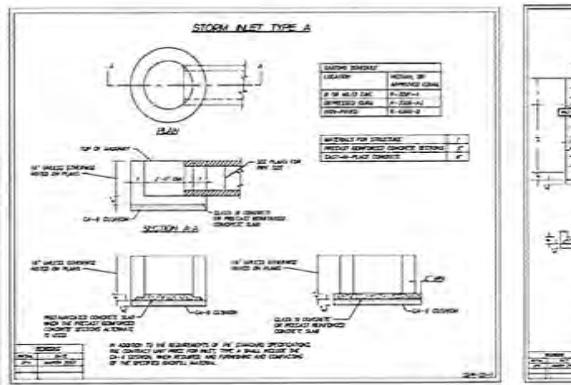
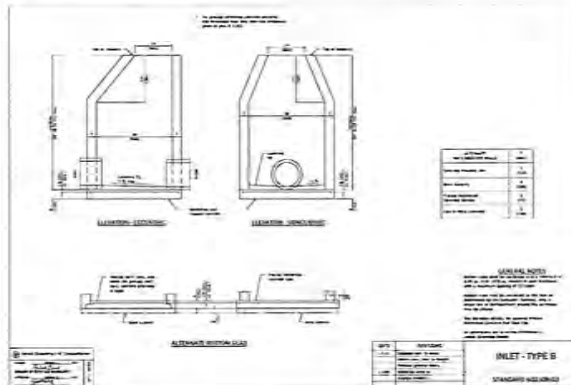
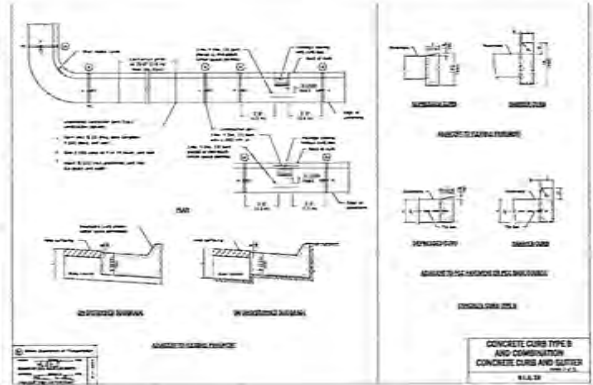
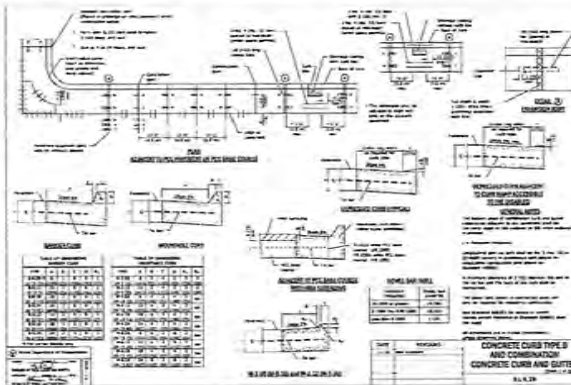
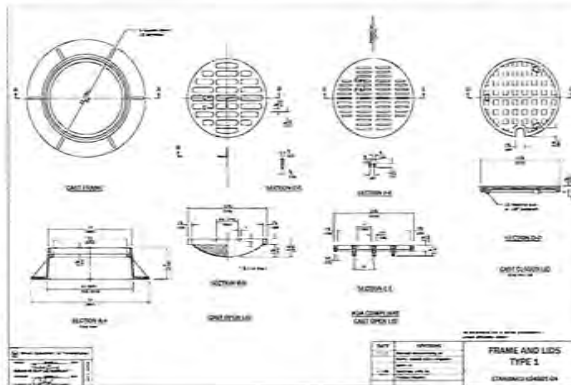
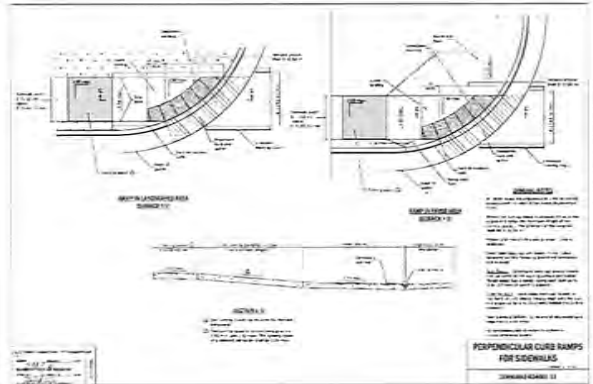
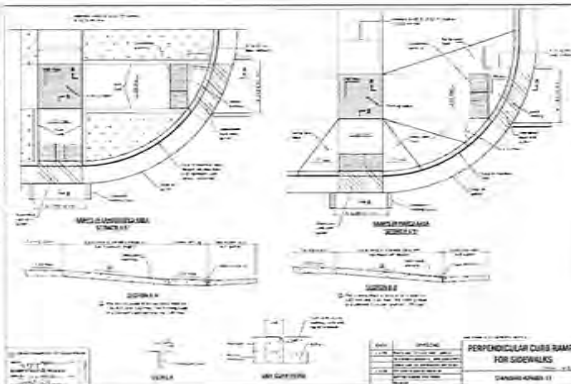
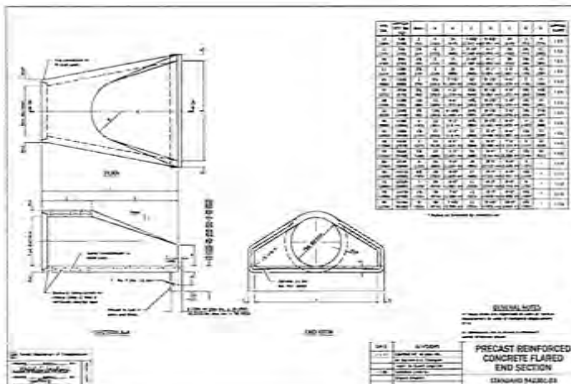
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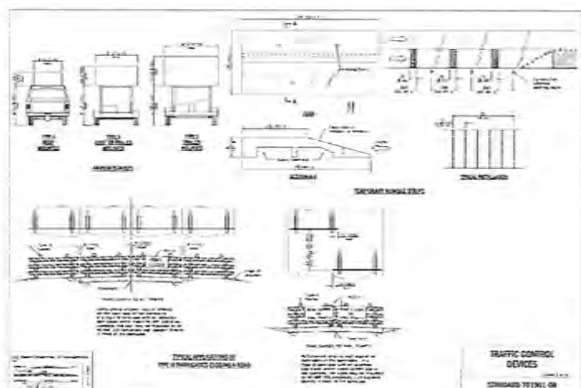
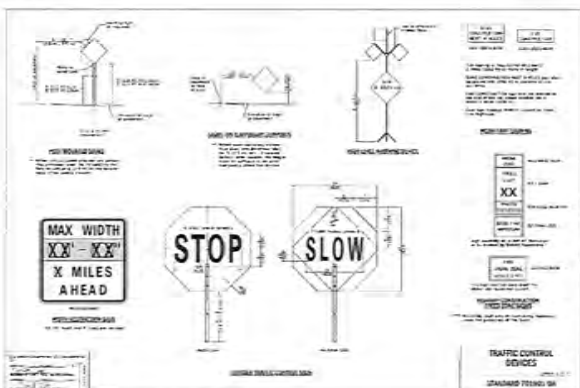
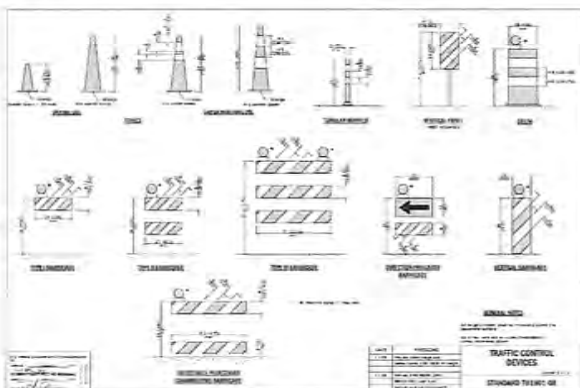
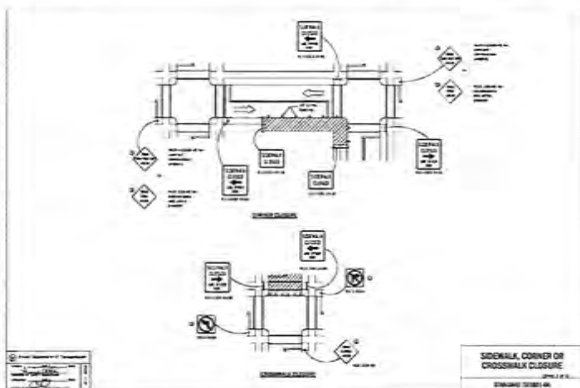
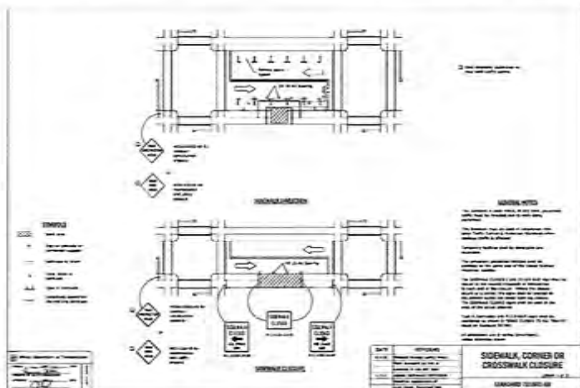
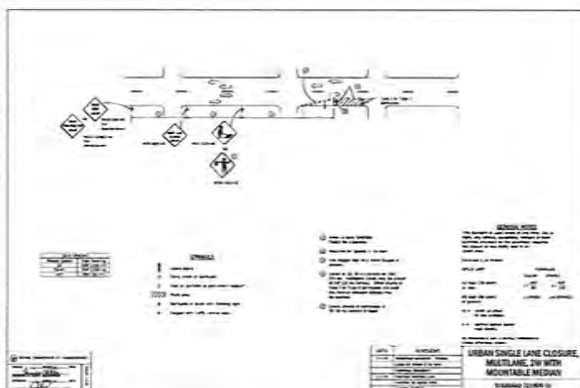
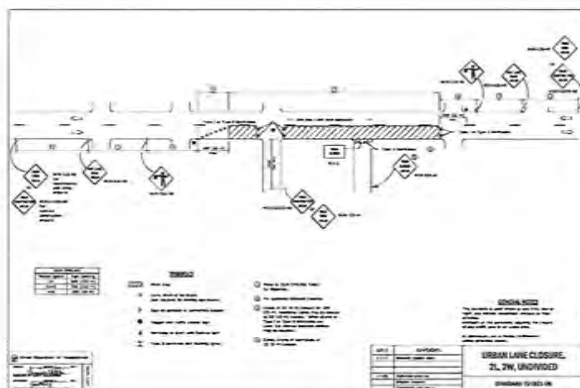
**OLD VILLAGE HALL BLOCK REDEVELOPMENT**  
DETAILS  
15 OF 21





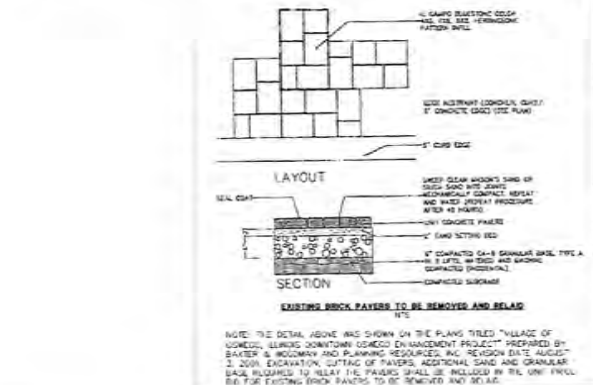
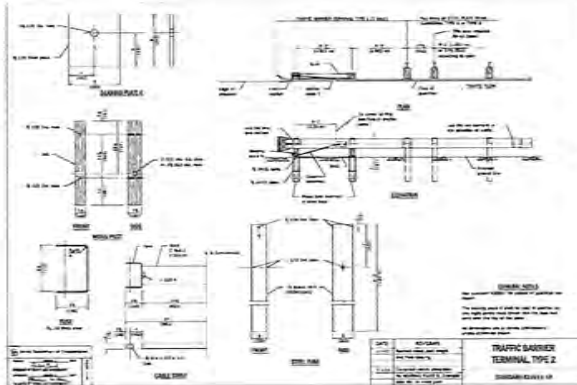
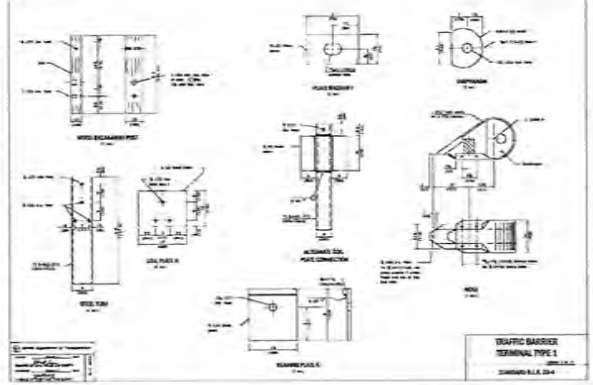
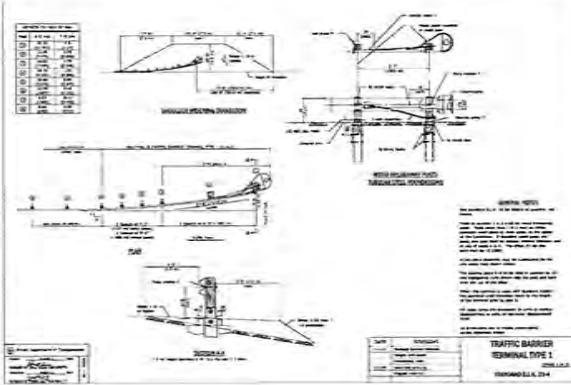
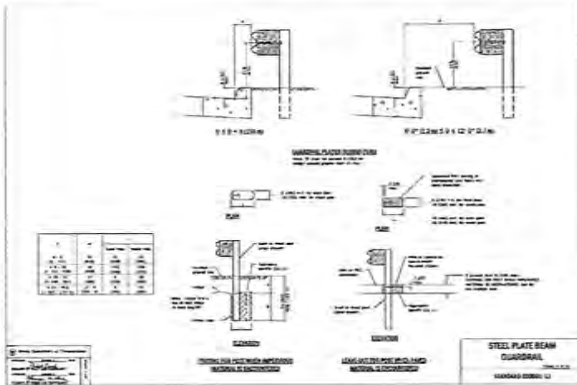
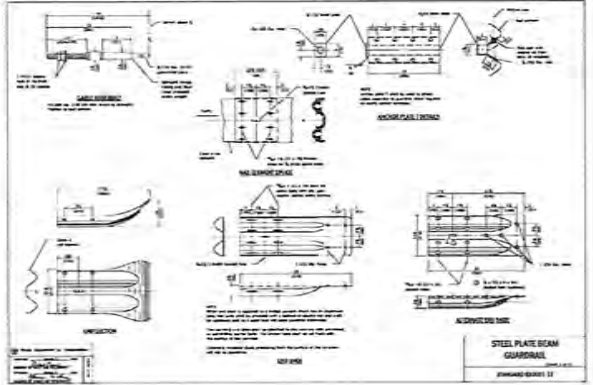
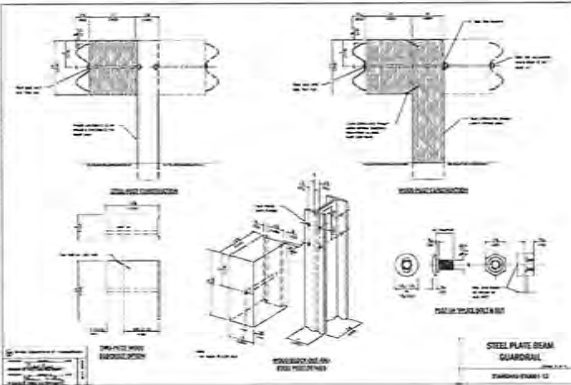
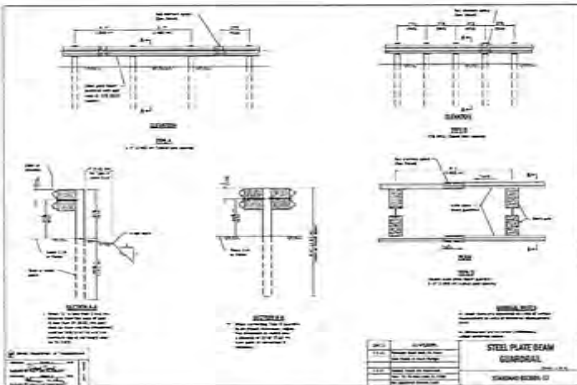






NO.	DATE	DESCRIPTION	REVISIONS	NO.	DATE	DESCRIPTION





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1024 QUINCY AVENUE, SUITE 100 • NAPERVILLE, ILLINOIS 60540  
TEL (330) 366-3232 • FAX (330) 366-3007  
A SUBSIDIARY OF CIVIL & ENVIRONMENTAL CONSULTANTS, P.C.

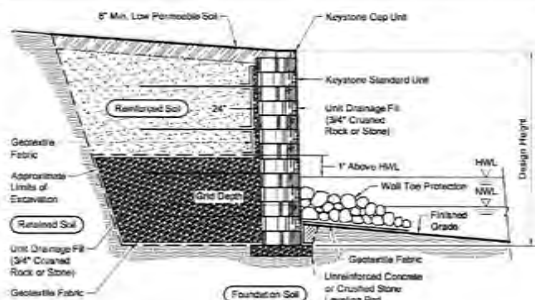
PREPARED FOR:  
**VILLAGE OF OSWEGO**  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
TEL (330) 554-3622

REVISION					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

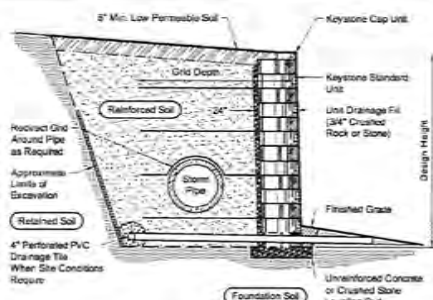
**OLD VILLAGE HALL BLOCK REDEVELOPMENT**

**DETAILS**

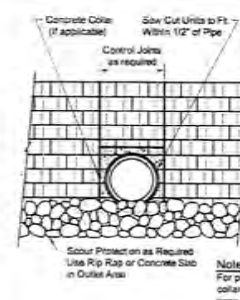
DESIGNED BY: WAF/AC (11) 801102 DATE: 12/19/20  
DRAWN BY: AC/NOTES DATE: 01/23/10 DATE: 01/23/10



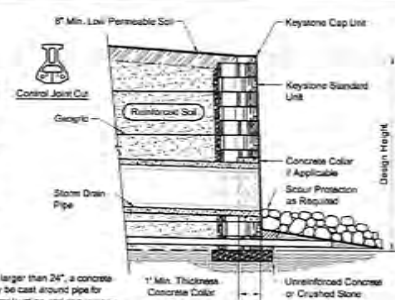
**Typical Reinforced Water Wall Section**  
Standard Unit - Near Vertical Setback



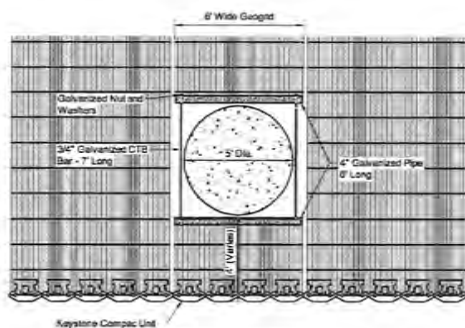
**Wall Section with Pipe in Reinforced Zone**  
Standard Unit - Near Vertical Setback



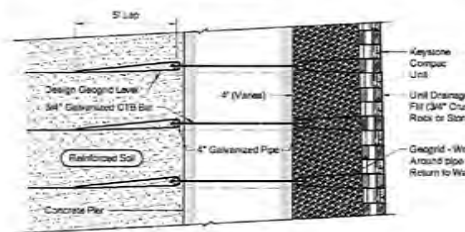
**Typical Pipe Outlet Detail**



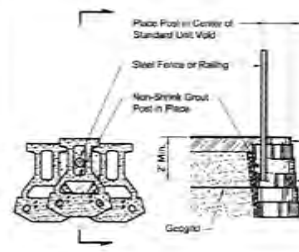
**Typical Pipe Outlet Section**  
Standard Unit - Near Vertical Setback



**Wall Plan at Pier / Manhole**  
Compact Unit



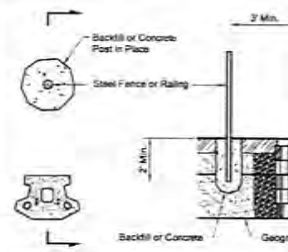
**Wall Section at Pier / Manhole**  
Compact Unit - Near Vertical Setback



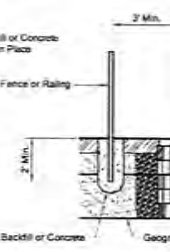
**Fence Plan Detail**



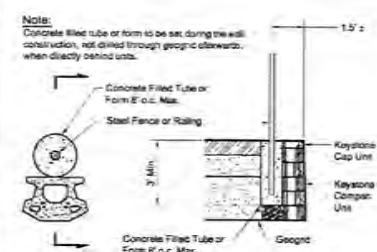
**Fence Section Detail**  
Standard Unit - 1\"/>



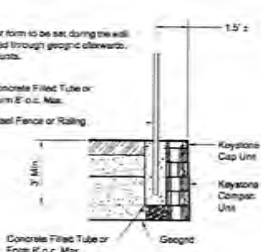
**Fence Plan Detail**



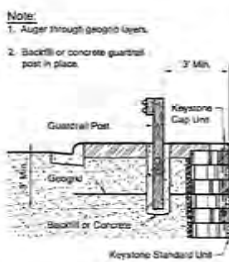
**Fence Section Detail**  
Compact Unit - Near Vertical Setback



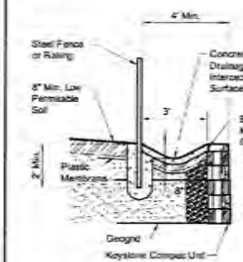
**Fence Plan Detail**



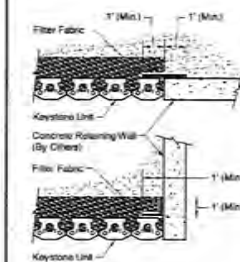
**Fence Section & Plan Detail**  
Compact Unit - Near Vertical Setback



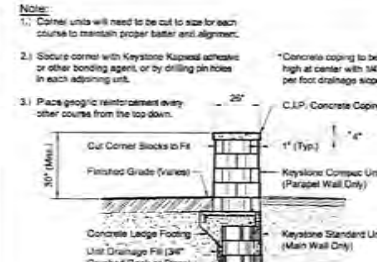
**Typical Guardrail Detail**  
Standard Unit - Near Vertical Setback Shown



**Drainage Swale Detail**  
Compact Unit - Near Vertical Setback Shown



**Connection Details**  
Compact Unit - Shown



**Parapet End Detail**  
Near Vertical Setback Shown

Copyright 2002 Keystone Retaining Wall Systems

Design is for internal stability of the KEYSTONE wall structure only. External stability, including but not limited to foundation and slope stability is the responsibility of the Owner. The design is based on the assumption that the materials within the retained mass, methods of construction, and quality of materials conform to KEYSTONE's specification for this project.

This drawing is being furnished for this specific project only. Any party accepting this drawing does so on condition and agrees that it shall not be used for any other project without the express written consent of Keystone Retaining Wall Systems, Inc.

No.	Date	Revision	By



Designed By: RKM	Title: Conceptual Details	Date:
Checked by: CDM	Project: Keystone Retaining Wall Systems Typical Wall Details	Project No.:
Scale: No Scale		Drawing No.:



VILLAGE OF OSWEGO  
100 PARKERS MILL  
OSWEGO, ILLINOIS 60543  
TEL (830) 554-3622

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## **EXHIBIT D2**

### Public Improvements

Public Improvements shall include:

- 1) A concrete sidewalk and brick pavers extending the full length of the Subject Property's Main Street frontage and consistent with the design of the Main Street streetscape located east of the Subject Property, as approved by the Community Development Director;
- 2) Up to two (2) parkway trees: a) with a minimum caliper of two and one half (2.5") inches; b) possessing a species approved by the Community Development Director; and c) enclosed in a metal grate, all as approved by the Community Development Director;
- 3) Up to one (1) bench, up to one (1) trash receptacle, and any other appurtenances or articles of street furniture, all as approved by the Community Development Director; and
- 4) All other improvements, infrastructure, or appurtenances located on public property and serving or supporting the Development, as depicted or noted on the Final Development Plans, but excluding the Village Improvements.

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

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**ORDINANCE NO. 19 -- \_\_\_\_**

**AN ORDINANCE APPROVING A SPECIAL USE FOR A PRELIMINARY PLANNED  
UNIT DEVELOPMENT FOR THE PROPERTY LOCATED AT 113 MAIN STREET IN  
THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(113 Main Street PUD)

---

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2019

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 SPECIAL USE FOR A PRELIMINARY PLANNED UNIT DEVELOPMENT FOR THE PROPERTY LOCATED AT 113 MAIN STREET IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(113 Main Street PUD)

---

**WHEREAS**, the Village of Oswego ("Village") has a population of more than 25,000 and is therefore a "Home Rule Unit" of local government pursuant to the 1970 State of Illinois Constitution ("Constitution"); and

**WHEREAS**, the Constitution 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 ordinances which are of a general and permanent nature and are known and designated as the Village Code of the Village of Oswego, as amended ("Village Code"); and

**WHEREAS**, Imperial Investments, LLC (the "Developer") has filed an application for a Special Use for a Preliminary Planned Unit Development for the property located at 113 Main Street, legally described in Exhibit A and depicted in Exhibit B (the "Property"), to allow for the development of a mixed-use development; and

**WHEREAS**, the proposed planned unit development is consistent with the approved 2015 Village of Oswego Land Use Plan; and

**WHEREAS**, the Developer and the Village have negotiated a redevelopment agreement to facilitate the Property's development in accordance with this Ordinance; and

**WHEREAS**, the Village of Oswego Planning and Zoning Commission considered the Developer's application for approval of a Special Use for a Preliminary Planned Unit Development at a public hearing held on January 10, 2019, accepted the findings of fact, and recommended approval (5 ayes, 0 nay); and

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

**Section 1: RECITALS.** The recitals set forth above are incorporated here by reference.

**Section 2: APPLICATION APPROVED.** The Developer's application for a Special Use for a Preliminary Planned Unit Development to allow for the development of the Property with a mixed-use development, as set forth in the Exhibits below, is hereby approved, subject to this Ordinance's terms and conditions.

Exhibit C – Site Plan

Exhibit D – Elevation Plan

Exhibit E – Interior Plan

Exhibit F – Permitted Uses

Exhibit G – Preliminary Subdivision Plat

**Section 3: CONDITIONS.** The approvals granted by this Ordinance for the Property are subject to and contingent upon each of the following terms, conditions, and restrictions:

A. Compliance with Plans. Prior to commencing any work on the Property, the Developer shall obtain the Village's approval of a Final Planned Unit Development and Final Subdivision in accordance with the applicable Village ordinances, rules, and procedures. The Developer's application for a Final Planned Unit Development shall substantially conform with the following documents and plans and all applicable Village rules, regulations, and ordinances, as amended:

1. Purchase and Sale Agreement dated June 5, 2018;
2. Redevelopment Agreement dated \_\_\_\_\_, 2019 ("Redevelopment Agreement"); and
3. Exhibits C, D, E, F, and G to this Ordinance (collectively, the "Plans").

B. Permitted, Special, and Prohibited Uses; Individual Use Special Use Permits. Notwithstanding anything to the contrary in the Village Zoning Code, only the permitted and specially uses identified on Exhibit F will be allowed to operate on the Property. Any proposed user that requires a special use permit to maintain and operate their business on the Property must obtain its own special use permit pursuant to the Village Code.



**Section 4: SEVERABILITY.** This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**Section 5: REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6: BINDING EFFECT.** The privileges, obligations, and provisions of each and every section of this Ordinance shall be binding on the Developer individually, on any and all of Developer's successors and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property.

**Section 7: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon the occurrence of the following events:

- A. Passage by the Board of Trustees by a majority vote in the manner required by law;
- B. Publication in pamphlet form in the manner required by law; and
- C. The complete execution and recordation of the Redevelopment Agreement.

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	_____

[Signature page follows]



**APPROVED** by me, Gail 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     )  
                                      )  
COUNTY OF KENDALL    )  
AND WILL                    SS

**CLERK'S CERTIFICATE**

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

**AN ORDINANCE APPROVING A SPECIAL USE FOR A PRELIMINARY PLANNED UNIT DEVELOPMENT FOR THE PROPERTY LOCATED AT 113 MAIN STREET IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(113 Main Street PUD)

which Ordinance was duly adopted by said Board of Trustees at a special 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)

4819-1794-5944, v. 2

## EXHIBIT F

### Allowable Uses

Development of 113 Main Street should maximize uses that attract walk-in customers and spur additional impulse retail activity in the downtown. To that end, only the following permitted and special uses will be allowed on the Subject Property.

#### **Permitted Uses:**

- General Retail
  - Uses that provide for the general sale of merchandise (*e.g.*, apparel, pet supplies, books, home décor) directly to customers.
- Commercial Services
  - The business or occupation of doing convenience work for others for a fee with the services performed on-site and goods available for purchase on-site. Commercial services depend on visibility to attract walk-in customers. Examples include barbershops, beauty shops/salons, dry cleaning, shoe repair, and tailor shops.
  - Business and professional offices, only second floor or above.
- Eating and Drinking Establishments
  - A building, structure or portion thereof within which food and/or liquors are offered for sale and which permits consumption within the building or structure.
- Specialty Food Establishments
  - A limited service establishment (without wait staff) that offers specialty snack and food products and/or beverages. Examples include bakeries, butcher and produce markets, spice shops, tea shops, coffee shops, ice cream, candy, popcorn, and cookie shops, and carryout establishments.
- Automated Teller Machines (ATM)
  - ATMs are permitted to be inset into an exterior building wall; free-standing ATM machines may only be located within the interior of a principal building.
- Dwelling Units, only second floor or above.
- Other uses which are of the same general character as the above permitted uses, as determined by the Village Administrator

#### **Special Uses:**

- Amusement Establishments
  - Establishments whose principal use is providing amusement or entertainment for a fee or admission charge. Such establishments include dance halls, theaters, bowling alleys, billiard and pool establishments, and other similar uses

EXHIBIT G  
PROPOSED TIMELINE

By no later than May 1, 2019 developer shall submit to the Village, the complete application for approval of the Final Development Plans and the Final Development Plans.

Except as otherwise stated herein, the following Proposed Timeline is subject to the Village delivering the subject property in Pad Ready Condition by August 1, 2019 and as such timing may be extended to the extent caused by a Force Majeure Event:

Developer shall commence construction no later than August 1, 2019 ("Commencement Date"). In the event that the Village does not deliver the Subject Property in Pad Ready Condition by August 1, 2019, the Developer shall commence construction no later than one (1) week after the Village delivers the Subject Property in Pad Ready Condition, and, for the purposes of this Exhibit, the Commencement Date shall be the date that the Developer commences construction.

Developer shall complete the Building's foundation and obtain the Village's inspection and approval of the same by no later than November 1, 2019.

Within one hundred-twenty (120) days of the Commencement Date, Developer shall complete all exterior Development improvements, including, without limitation, exterior walls, windows, roof, patio, but excluding any signage for the proposed restaurant.

Within two hundred seventy (270) days of the Commencement Date, Developer shall substantially complete interior buildout.

Assuming a Commencement Date of August 1, 2019 or earlier, Developer will Substantially Complete the Development by May 15, 2020, and exercise commercially reasonable efforts to hold a grand opening on June 5, 2020. If the commencement Date is after August 1, 2019, the Developer shall Substantially Complete the Development within fourteen (14) months of the Commencement Date and hold a grand opening within thirty (30) days thereafter.

Exhibit H Debt/Equity Schedule

Owner's equity:	\$200,000
Financing:	\$3,000,000
Cost of project:	3,200,000

Emperial Investments	BUDGET Worksheet
113 Main Street - Oswego , IL	Turn Key Project per Clarifications

## DIVISION 01 - GENERAL CONDITIONS

Division	Code	Item	Hanna Design Group (\$) Amount 0.00
	1	2000 Additional Permitting Costs	\$ 15,000.00
	1	3000 Supervision	\$ 85,000.00
	1	3100 Equipment Rental	\$ 12,000.00
	1	5200 Job Site Facilities	\$ 20,000.00
	1	6000 Temporary Utilities	\$ 10,000.00
	1	7400 Clean-up	\$ 5,000.00
	1	9000 Winter Conditions	\$ -
			\$ 147,000.00

## DIVISION 02 - SITEWORK

Division	Code	Item	Hanna Design Group (\$) Amount 0.00
	2	600 Demolition	\$ 15,000.00
	2	728 Concrete Cutting	\$ 12,000.00
	2	2200 Excavation	\$ 65,000.00
	2	5100 Paving	\$ 30,000.00
	2	6010 Piped Utilities - Sleeves, New Main	\$ 50,000.00
	2	6011 Storm Sewer	\$ 50,000.00
	2	8300 Fences & Gates	\$ 13,500.00
	2	9000 Landscaping	\$ 8,000.00
			\$ 243,500.00

## DIVISION 03 - CONCRETE

Division	Code	Name	Hanna Design Group (\$) Amount 0.00
	3	3100 Concrete - Building Foundations	\$ 165,000.00
	3	3101 Floors	included
	3	3100 Site - Curbs, Pads, etc.	included
	3	3118 Retro Plate Floor Finish & Dust Proofing	Excluded
			\$ 165,000.00

## DIVISION 04 - MASONRY

Division	Code	Name	Hanna Design Group (\$ Amount 0.00
		Unit Masonry - Building Addition & Trash	
	4	2000 Enclosure	\$ 450,000.00
			\$ 450,000.00

## DIVISION 05 - STRUCTURAL STEEL

Division	Code	Name	Hanna Design Group (\$ Amount 0.00
	5	1200 Steel Fabrication & Erection	\$ 370,000.00
	5	5000 Metal Fabrications	\$ 15,000.00
			\$ 385,000.00

## DIVISION 06 - CARPENTRY

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
	6	1000 Rough Carpentry	\$ 8,000.00
	6	2000 Finish Carpentry	\$ 65,000.00
			\$ 73,000.00

## DIVISION 07 - THERMAL & MOISTURE PROTECTION

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
	7	2100 Building Insulation	\$ 46,000.00
	7	2500 Fireproofing & Sealants	\$ 15,000.00
	7	4600 Siding -	\$ 6,500.00
	7	5000 Roofing	\$ 45,000.00
	7	6000 Flashings & Sheet Metal	\$ 8,000.00
			\$ 120,500.00

## DIVISION 08 - DOORS & WINDOWS

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
	8	1000 Doors, Frames, & Hardware	\$ 38,500.00
	8	3600 Glass and Glazing	\$ 115,000.00
			\$ 153,500.00



## DIVISION 09 - FINISHES

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
9	2600	Drywall	\$ 215,000.00
9	5100	Acoustic Ceilings	\$ 32,000.00
9	6000	VCT & Carpeting	\$ 96,000.00
9	9000	Painting - Exterior	\$ 3,800.00
9	9000	Painting - Interior	\$ 28,500.00
			\$ 375,300.00

## DIVISION 10 - SPECIALTIES

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
10	4300	Signage - Sales Area POP, Menu, TV's, etc.	\$ -
10	5380	Awnings & Canopies	\$ -
10	8200	Toilet Accessories	\$ 10,000.00
			\$ 10,000.00

## DIVISION 11 - EQUIPMENT

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
11	1000		\$ -
11	1001		\$ -
11	1002		\$ -
11	1003		\$ -
11	1004		\$ -
11	1005		\$ -
			\$ -

## DIVISION 12 - FURNISHINGS

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
12	3000	Casework, Furnishings, Supplies	\$ -
			\$ -

## DIVISION 13 - SPECIAL CONSTRUCTION

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
13	1000		\$ -
			\$ -

## DIVISION 14 - CONVEYING SYSTEMS

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
14	2000	Elevators & Escalators	\$ 110,000.00
			\$ 110,000.00

## DIVISION 15 - MECHANICAL SYSTEMS

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
15	1000	Plumbing	\$ 165,000.00
15	4000	Fire Protection Systems - Riser, RPZ,	\$ 80,000.00
15	5000	HVAC	\$ 150,000.00
			\$ 395,000.00

## DIVISION 16 - ELECTRICAL

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
16	1000	Electrical - General	\$ 246,500.00
16	1001	New Service, Panels, CT	Included
16	1000	Site Lighting & Exterior Building Lights	Included
16	2000	Fire Alarm	\$ 25,600.00
16	3000	Energy Management Systems	\$ -
16	4000	Low Voltage Systems	\$ 10,000.00
			\$ 282,100.00

## DIVISION 17 - MISCELLANEOUS

Division	Code	Item	Hanna Design Group (\$ Amount 0.00
17	1000	OHP	\$ 150,000.00
17	2000	Builders Risk Insurance	\$ 12,500.00
17	3000	Performance Bond	\$ 60,000.00
17	4000	Misc Expense 1	\$ -
17	5000		
17	6000		

17	7000		
17	8000		
17	9000		
			\$ 225,800.00

## Grand Totals

Hanna Design Group
3,132.40

## **EXHIBIT J**

### **Exempt Fees**

In accordance with the Village's authority as a home rule unit of local government and pursuant to the State of Illinois Constitution, the Illinois Municipal Code (65 ILCS 5/1-1, *et seq.*), and the Oswego Municipal Code, the Village waives the fees listed below and associated with the Development. The Village negotiated in good faith with the Developer in an attempt to collect all fees associated with the Development. The Village finds that the following fee waivers are essential and warranted to advance the goals of the Village's TIF Plan and Project and necessary to support a transformative mixed-use development in the downtown. But for the following fee waivers, the Development would not be financially feasible as proposed. The list of fees below is exclusive; the Developer shall be responsible for paying all fees not listed below.

#### **Permit Fees**

- Plan review
- Building permit
- Plumbing inspection
- Water inspection
- Water connection – commercial
- Staff review and Public Improvement inspection
- Legal review fees, costs, and expenses incurred or accrued in connection with the development of the Property, excluding fees and costs authorized by Agreement Sections 13(D), 16, and 17(T)

## EXHIBIT K

### Transferee Assumption Agreement

**THIS AGREEMENT**, made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by, between and among Imperial Investments, LLC, an Illinois limited liability company ("**Owner**"), \_\_\_\_\_, a \_\_\_\_\_ ("**Transferee**") and the Village of Oswego, an Illinois municipal corporation ("**Village**"),

### WITNESSETH:

**WHEREAS**, pursuant to that certain real estate sale contract dated \_\_\_\_\_, 20\_\_, the Transferee agreed to purchase from the Owner certain real property situated in Kendall County, Illinois and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Property**"); and

**WHEREAS**, following the conveyance of the Property by the Owner, the Transferee will be the legal owner of the Property; and

**WHEREAS**, as a condition to the conveyance of the Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Redevelopment Agreement, dated as of \_\_\_\_\_, 20\_\_, and recorded in the Office of the Kendall County Recorder on \_\_\_\_\_, 20\_\_, as Document No. \_\_\_\_\_, by and between the Village and Owner, as amended from time to time ("**Redevelopment Agreement**");

**NOW, THEREFORE**, in consideration of the agreement of the Owner to convey the Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the Village, the Owner, and the Transferee as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Owner or the developer of the Property.

3. **Assurances of Financial Ability**. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall, upon the request of the Village, provide the Village with reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may require.

**4. Acknowledgement and Release of Transferor.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owner from any and all liability for failure to comply with the terms, requirements and obligations of the Redevelopment Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**ATTEST:**

**IMPERIAL INVESTMENTS, LLC,** an Illinois limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

**VILLAGE OF OSWEGO,** an Illinois municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

**TRANSFeree**

Name:

A:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF KENDALL                )

          This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, the President of the **VILLAGE OF OSWEGO**, an  
Illinois municipal corporation, and by \_\_\_\_\_, the Village Clerk of said  
municipal corporation.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_                )

          The foregoing instrument was acknowledged before me on  
\_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ the \_\_\_\_\_ and  
\_\_\_\_\_ the \_\_\_\_\_ of **IMPERIAL INVESTMENTS, LLC**, an Illinois  
limited liability company, as their free and voluntary act in their capacities as officers of said  
company for the uses and purposes herein.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:

\_\_\_\_\_



STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

          The    foregoing    instrument    was    acknowledged    before    me    on  
\_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ the \_\_\_\_\_ and  
\_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, as  
their free and voluntary act in their capacities as officers of said company for the uses and  
purposes herein.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires:

\_\_\_\_\_



## AGENDA ITEM

**MEETING TYPE:** Village Board

**MEETING DATE:** March 19, 2019

**SUBJECT:** Preliminary PUD for 113 Main Street

**ACTION REQUESTED:**

Approve an Ordinance Granting a Preliminary Planned Unit Development (PUD) for 113 Main Street (First Read of Ordinance, Waiver of Second Read).

**BOARD/COMMISSION REVIEW:**

The Planning and Zoning Commission reviewed the request with a Public Hearing on January 10, 2019 (staff report attached). One resident provided testimony stating concern with the amount of parking provided within the downtown. After some discussion, a motion was made to accept the findings of the fact and to recommend approval of the Preliminary PUD for 113 Main Street (approved 5-0).

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
NA		

**DEPARTMENT:** Community Development

**SUBMITTED BY:** Rod Zenner, Community Development Director

**FISCAL IMPACT:** Not Applicable

**BACKGROUND:**

The 0.21-acre site located at 113 Main Street is the former location of the Village Hall. The site is currently vacant pending development. The Village's Comprehensive plan has identified the property as a redevelopment site with the potential of mixed-use development.

**DISCUSSION:**

The petitioner is requesting approval of a preliminary PUD to allow for the development of 113 Main Street. This is currently a vacant parcel that was the former home of the Oswego Village Hall. The request would allow for the development of an approximately 18,000 square foot mixed-use three-story building. The first floor would contain restaurant use, the second floor

would contain offices, and the third floor would contain either office space or four residential apartments. The proposed building and uses are consistent with the existing B-2 Community Shopping District zoning designation and the 2015 Comprehensive Plan.

The proposed building will be constructed with block on the first floor and face brick on the second and third floors. The materials are similar to Washington Place (the Tap House building). Large windows will be located on the first floor along Main Street for a proposed “beer garden” on the front part of the restaurant to increase visibility both into and out of the restaurant. Balconies will be located on the rear of the building’s third floor to provide outdoor space for one of the apartments. As the building will be constructed at a zero-lot line, additional balconies for the apartments could not be accommodated. A brick cornice and parapet wall will be located along the top of the building to screen any roof top mechanical equipment.

The building will be built with zero lot lines along the front and sides of the building. The rear of the building will be set back from the rear lot line to allow for the placement of 5 parking spaces for the residential units. Additional parking will be provided by on-street parking within the downtown and the new parking lot that the Village will be constructing on this block in 2019 as part of the redevelopment of the block.

The main access to the restaurant use will be along Main Street. Access to the second and third floors will be along Main Street with secondary access along the rear of the building and the southern side of the building along the alley.

The Petitioner has been working with the Village’s efforts for re-engineering the entire block and the proposed Mexican restaurant that will be located adjacent to this property at 63 Washington. The proposed development has been incorporated in the overall engineering plans for the block and will not prohibit the current and future plans for the remaining parcels. The proposed preliminary PUD is consistent with the future land use designation and redevelopment plans as outlined in the Village’s Comprehensive Plan.

**RECOMMENDATION:**

Staff is recommending the First Read of the Ordinance Granting a Preliminary Planned Unit Development (PUD) for 113 Main Street, waiving second read and approving.

**ATTACHMENTS:**

- Ordinance
- Exhibit A: Legal Description
- Exhibit B: Preliminary PUD
- Exhibit C: Preliminary Building Elevations
- Planning and Zoning Commission staff report
- Planning and Zoning Commission minutes

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

---

**ORDINANCE NO. 19 --**

**AN ORDINANCE GRANTING A PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)  
FOR 113 MAIN STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(113 Main Street Preliminary PUD)

---

**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 GRANTING A PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)  
FOR 113 MAIN STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(113 Main Street Preliminary PUD)

---

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

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

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

**WHEREAS**, the petitioner, Imperial Investments LLC, has submitted an application for a Preliminary Planned Unit Development (PUD) to allow for the construction of a three-story mixed use building at 113 Main Street; and

**WHEREAS**, the subject property is commonly known as 113 Main Street, is currently zoned B-2 Community Shopping District, and is currently vacant pending development; and

**WHEREAS**, the Planning and Zoning Commission considered the request at a Public Hearing held on January 10, 2019, accepted the findings of fact and recommended approval (5 ayes - 0 nays); and

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

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

**Section 1:** That the recitals set forth above are incorporated here by reference, and the application for a Preliminary Planned Unit Development (PUD) for 113 Main Street by Imperial Investments LLC to allow for the construction of a three-story mixed-use building is approved, subject to engineering approval.

The Property is legally described on *Exhibit "A"*, indicated on an accurate map identified as *Exhibit "B"*. In addition to the conditions set forth above, the Preliminary PUD is approved subject to compliance with the following Exhibits, all of which are subject to modifications or changes that may be required as a result of the Final PUD review:

Exhibit "A" – Legal Description

Exhibit "B" – Preliminary PUD

Exhibit "C" – Preliminary Building Elevations

## **Section 2: SEVERABILITY**

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

## **Section 3: REPEALER**

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

## **Section 4: EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_\_ day of \_\_\_\_ 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       )  
  )  
COUNTIES OF KENDALL)  
AND WILL

**CLERK'S CERTIFICATE**  
**(ORDINANCE)**

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

**ORDINANCE NO. 19 --**

**AN ORDINANCE GRANTING A PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)  
FOR 113 MAIN STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(113 Main Street Preliminary PUD)

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.

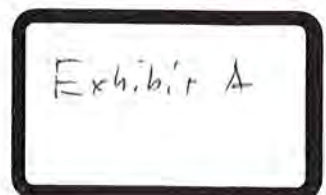
IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Tina Touchette, Village Clerk  
Village of Oswego

(Seal)

### Legal Description

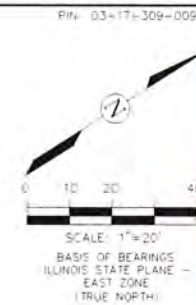
LOT 4 AND THE SOUTHEASTERLY HALF OF THE VACATED ALLEY LYING ADJACENT TO AND WESTERLY OF SAID LOT 4, ALL IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO, RECORDED IN "BOOK A" ON PAGE 285, IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS, CONTAINING 9,316 SQUARE FEET OF LAND (0.214 ACRES) OF LAND, MORE OR LESS.



# PRELIMINARY PLANNED UNIT DEVELOPMENT OF 113 MAIN STREET - OSWEGO, ILLINOIS

PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS

**OWNER/DEVELOPER**  
IMPERIAL INVESTMENTS  
202 BOOMBAH BOULEVARD  
YORKVILLE, ILLINOIS 60560  
(630) 360-0344



**OWNER'S CERTIFICATE**

STATE OF ILLINOIS } SE  
COUNTY OF KENDALL }

THIS IS TO CERTIFY THAT \_\_\_\_\_ IS THE OWNER OF  
PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER HAS CAUSED THE SAME TO BE  
PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND  
AS ALLOWED AND PROVIDED BY STATUTES AND SAID OWNER DOES HEREBY  
ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT \_\_\_\_\_ CITY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
MONTH \_\_\_\_\_ A.D. 20\_\_\_\_

BY \_\_\_\_\_ SIGNATURE \_\_\_\_\_ ATTEST \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_ PRINT TITLE \_\_\_\_\_ TITLE \_\_\_\_\_ PRINT TITLE \_\_\_\_\_

**NOTARY'S CERTIFICATE**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL }

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE SAID COUNTY BY  
THE STATE AFORESAID DO HEREBY CERTIFY THAT \_\_\_\_\_  
AND \_\_\_\_\_ OF SAID OWNER WHO ARE PERSONALLY  
KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO  
THE FOREGOING INSTRUMENT AS SUCH \_\_\_\_\_ AND  
\_\_\_\_\_ TITLE \_\_\_\_\_ RESPECTFULLY APPEARED BEFORE ME THIS DAY  
IN PERSON AND JOINTLY AND SEVERALLY 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 OWNER FOR THE USES AND PURPOSES THEREIN SET  
FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ MONTH \_\_\_\_\_ A.D. 20\_\_\_\_

SIGNATURE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
MY COMMISSION EXPIRES ON \_\_\_\_\_ MONTH \_\_\_\_\_ DATE \_\_\_\_\_ 20\_\_\_\_

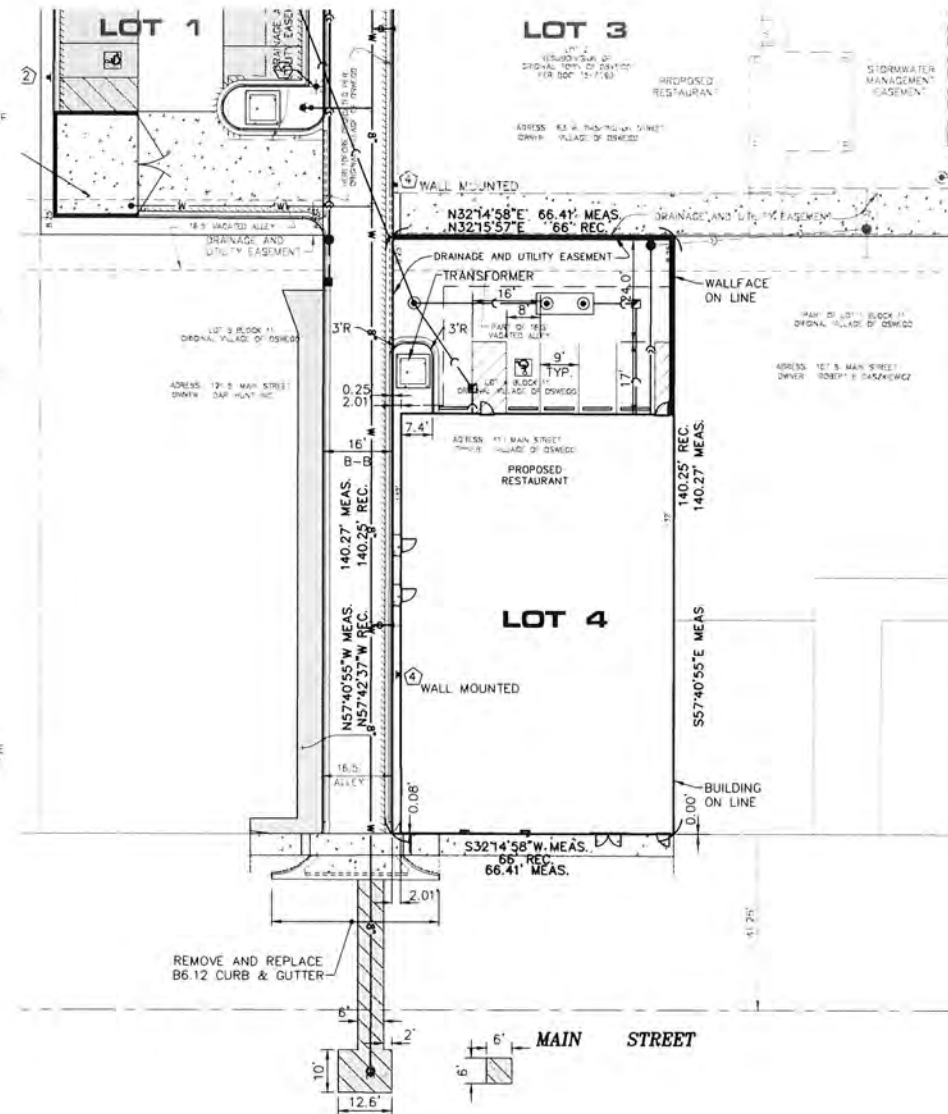
**VILLAGE PRESIDENT'S CERTIFICATE**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL }

APPROVED BY THE VILLAGE PRESIDENT OF THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
VILLAGE PRESIDENT



**LEGAL DESCRIPTION**

LOT 4 AND THE SOUTHEASTERLY HALF OF THE VACATED ALLEY LYING ADJACENT TO AND WESTERLY  
OF SAID LOT 4, ALL IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO, RECORDED IN BOOK A-1 ON  
PAGE 285 IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

**CERTIFICATE OF PLAT OFFICER**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL }

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

\_\_\_\_\_  
KENDALL COUNTY PLAT OFFICER

**COUNTY RECORDER'S CERTIFICATE**

STATE OF ILLINOIS } SE  
COUNTY OF KENDALL }

THIS INSTRUMENT NUMBER \_\_\_\_\_ WAS FILED FOR  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ AT  
\_\_\_\_\_ O'CLOCK AND WAS RECORDED IN (CABINET \_\_\_\_\_) OF PLATE  
AT SQT \_\_\_\_\_

\_\_\_\_\_  
KENDALL COUNTY RECORDER

**OSWEGO PLAN COMMISSION**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL }

REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF OSWEGO, KENDALL COUNTY

ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

**VILLAGE CLERK'S CERTIFICATE**

STATE OF ILLINOIS } SS  
COUNTY OF KENDALL }

I, \_\_\_\_\_ VILLAGE CLERK OF THE VILLAGE OF OSWEGO, ILLINOIS  
HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND DULY  
APPROVED BY THE BOARD OF TRUSTEES OF SAID VILLAGE AT ITS MEETING  
HELD ON \_\_\_\_\_ 20\_\_\_\_  
IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE  
VILLAGE OF OSWEGO.

ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
VILLAGE CLERK

LEGEND	
PROPOSED	EXISTING

- BENCHMARKS:**
- REFERENCE**
- OSWEGO MONUMENT #0003, BERNTSEN MONUMENT ACROSS FROM 515 POSEBUSH LAKE  
ADJACENT TO DETENTION POND. ELEVATION=645.01
  - OSWEGO MONUMENT #0004, BERNTSEN MONUMENT AT THE NORTHWEST CORNER OF THE  
PLANK DRIVE AND THEODORE DRIVE. ELEVATION=657.87
- SITE**
- CUT CROSS IN SIDEWALK WEST SIDE OF MAIN STREET ±3' SOUTH OF ALLEY BETWEEN LOT 4  
BLOCK 11 AND LOT 5 BLOCK 11. ELEVATION=633.54
  - NORTHEASTERLY CUT CROSS OF 2 CROSSES AT THE NORTHWEST CORNER OF BLOCK 11.  
ELEVATION=614.94

SITE DATA	
GROSS BOUNDARY AREA	= 9,316 SF (0.214 AC.)
NET BOUNDARY AREA	= 9,316 SF (0.214 AC.)
AREA BREAKDOWN	
PERVIOUS AREA	= 3,077 SF
IMPERVIOUS AREA	= 4,239 SF
CURRENT ZONING	= B-2 COMMUNITY SHOPPING DISTRICT
PROPOSED ZONING	= B-2 PUD
3 STORY BUILDING	= 18,984 SF (3 x 6,328 SF)
PARKING REQUIRED	
1ST FLOOR - RESTAURANT	
1 SP/100 SF FLOOR AREA	= 63 SPACES
2ND FLOOR - OFFICE	
3.3 SPS/1,000 SF FLOOR AREA	= 21 SPACES
3RD FLOOR - (4) EFFICIENCY/ ONE-BEDROOM APARTMENTS	
1.5 SP/APARTMENT	= 6 SPACES
TOTAL SPACES REQUIRED	= 90 SPACES
PARKING PROVIDED	= 5 SPS (INCLUDES 1 HC SP)
NOTE: PARKING IS PROVIDED OFFSITE	

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS } SS  
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, MICHAEL E. FARRELL, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER  
035-002639, HEREBY CERTIFY THAT THIS ANNEXED PLAT HAS BEEN PREPARED UNDER MY DIRECT  
SUPERVISION FROM EXISTING PLATS AND RECORDS FOR THE PURPOSE HEREIN SET FORTH.

I FURTHER CERTIFY THAT ALL THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE  
LIMITS OF THE VILLAGE OF OSWEGO, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING  
THE SPECIAL POWERS AUTHORIZED BY DIVISION 12, ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFY THAT THE PROPERTY HEREON DESCRIBED IS SITUATED WITHIN ZONE "X"  
DESIGNATION AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL NUMBER  
17093C00654, SHOWING AN EFFECTIVE DATE OF JANUARY 8, 2014.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
MICHAEL E. FARRELL  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002639  
LICENSE VALID THROUGH NOVEMBER 30, 2020

STATE OF ILLINOIS

**THIS IS NOT A PLAT OF SUBDIVISION.  
REFER TO THE PLAT OF SUBDIVISION  
WHICH IS A SEPARATE RECORDED  
DOCUMENT FOR DIMENSIONS AND  
EASEMENT INFORMATION**

Exhibit B

**ROAKE AND ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS  
1684 QUINCY AVENUE, SUITE 100A • NAPERVILLE, ILLINOIS 60560  
TEL (630) 366-3232 • FAX (630) 366-3267  
A SUBSIDIARY OF CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

PREPARED FOR:  
**IMPERIAL INVESTMENTS**  
202 BOOMBAH BOULEVARD  
YORKVILLE, ILLINOIS 60560  
(630) 360-0344

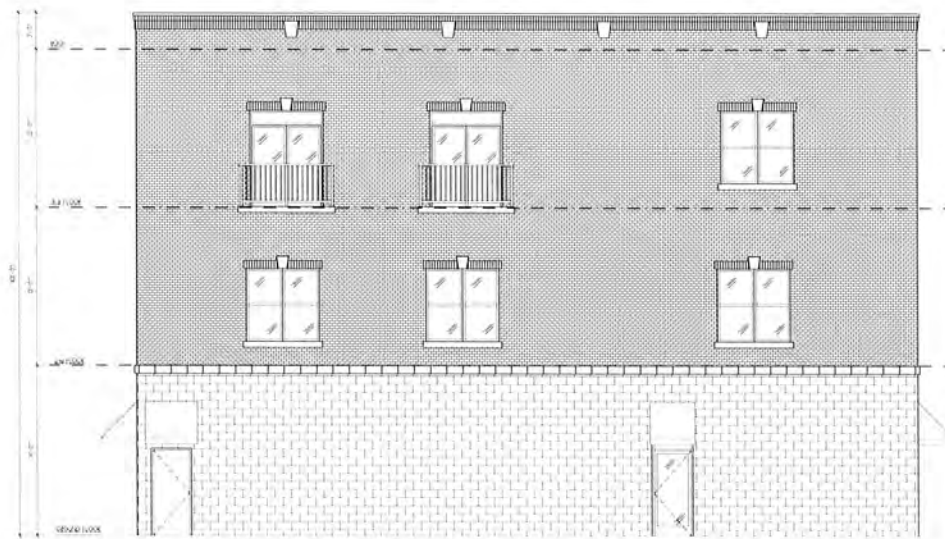
REVISIONS			
NO.	DATE	DESCRIPTION	

113 MAIN STREET - OSWEGO, ILLINOIS			
PRELIMINARY PLANNED UNIT DEVELOPMENT			
DRN/CND BY SRH/JGC/MEF	8011PUD-113MAN	FLD BY/PG	139/19
SCALE	1"=20'	DATE	10/31/18
JOB NO.	801.001/190-093	SHEET NO.	1 OF 1

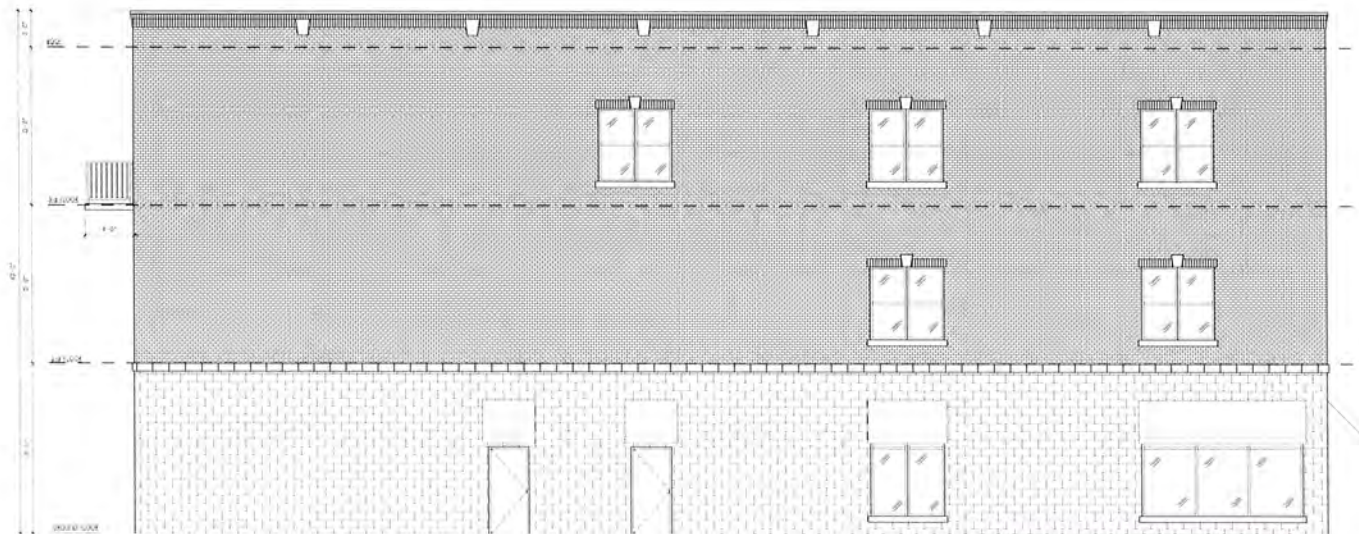
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C BUILDING ELEVATION



D BUILDING ELEVATION

Exhibit C

page 2 of 6

THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR ANY CONSEQUENCES OF ANY ACTION OR INACTION TAKEN BY ANY PARTY, INCLUDING THE ARCHITECT, BASED ON THIS DOCUMENT. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT SPECIFICALLY IDENTIFIED HEREON. THE ARCHITECT DOES NOT WARRANT OR REPRESENT THAT THE DESIGN OR CONSTRUCTION OF THE PROJECT WILL BE FREE FROM DEFECTS OR THAT THE PROJECT WILL BE FREE FROM ANY OTHER LIABILITY. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT SPECIFICALLY IDENTIFIED HEREON. THE ARCHITECT DOES NOT WARRANT OR REPRESENT THAT THE DESIGN OR CONSTRUCTION OF THE PROJECT WILL BE FREE FROM DEFECTS OR THAT THE PROJECT WILL BE FREE FROM ANY OTHER LIABILITY.

DO NOT SCALE WORK FROM DRAWING

IMPERIAL INVESTMENTS  
1234567890  
1234567890

ADAM N. LYONS  
ARCHITECT - 1234567890  
1234567890

**HDG**  
Hatch Design Group, Inc.  
1234567890

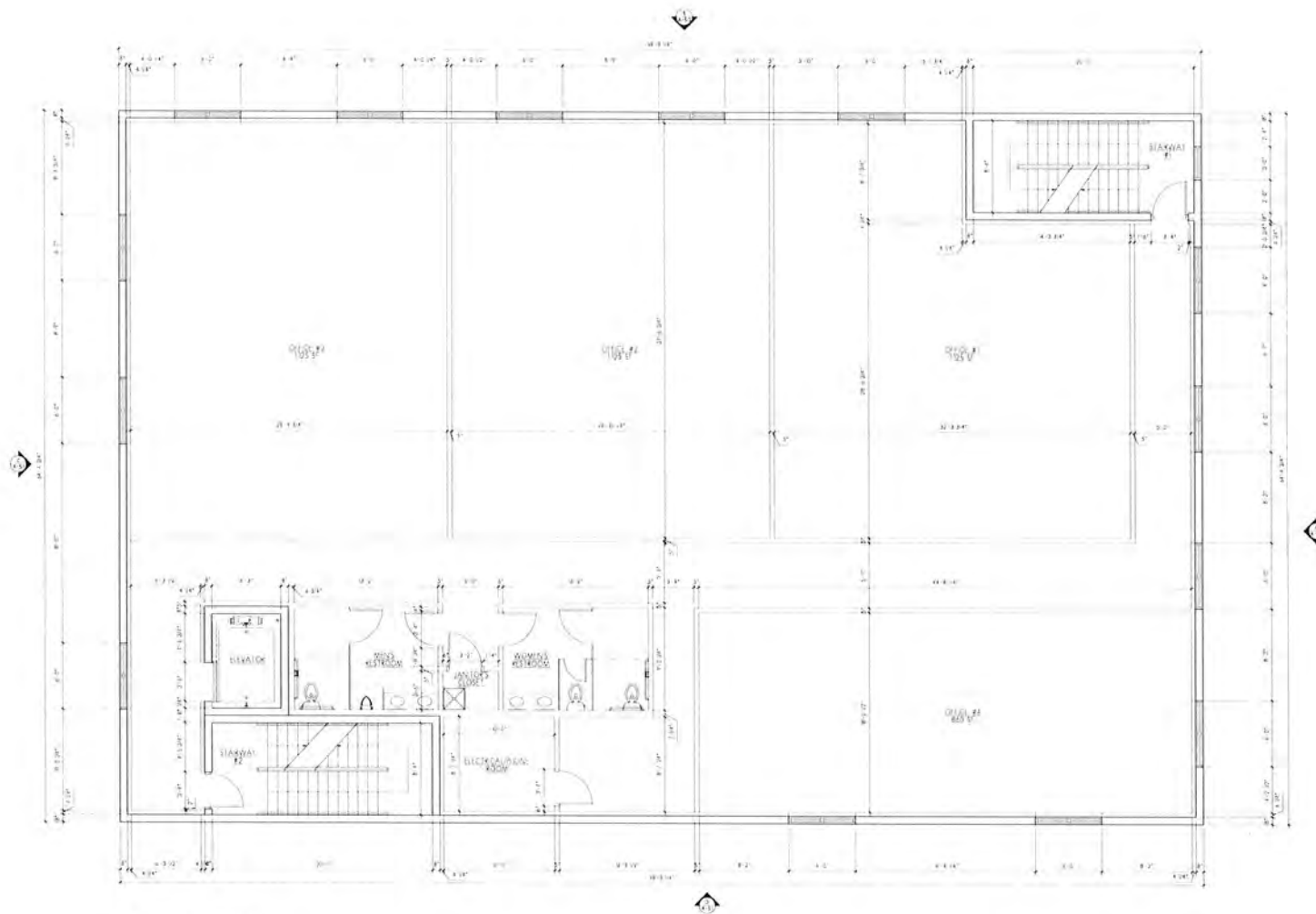
EXTERIOR ELEVATION  
1234567890  
1234567890











**SECOND FLOOR PLAN**

**CONSTRUCTION NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL TO THE ARCHITECT PRIOR TO INSTALLATION.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

**NOTES TO SUB-CONTRACTOR**

1. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
2. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.
3. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
4. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR MAINTAINING A SAFE WORKING ENVIRONMENT.
5. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND WASTE FROM THE SITE.
6. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR COMPLETING ALL WORK WITHIN THE SPECIFIED TIME FRAME.
7. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY DOCUMENTATION.
8. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE RECORDS OF ALL WORK.
9. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.
10. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS.

**BUILDING UTILITY REQUIREMENTS**

1. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION.
2. ALL UTILITIES SHALL BE PROTECTED AND NOT DAMAGED DURING CONSTRUCTION.
3. ALL UTILITIES SHALL BE MAINTAINED AT ALL TIMES.
4. ALL UTILITIES SHALL BE REPAIRED OR REPLACED IF DAMAGED DURING CONSTRUCTION.
5. ALL UTILITIES SHALL BE TESTED AND APPROVED PRIOR TO COVERING.
6. ALL UTILITIES SHALL BE MAINTAINED AT ALL TIMES.
7. ALL UTILITIES SHALL BE PROTECTED AND NOT DAMAGED DURING CONSTRUCTION.
8. ALL UTILITIES SHALL BE MAINTAINED AT ALL TIMES.
9. ALL UTILITIES SHALL BE REPAIRED OR REPLACED IF DAMAGED DURING CONSTRUCTION.
10. ALL UTILITIES SHALL BE TESTED AND APPROVED PRIOR TO COVERING.

**TYPICAL EXTERIOR WALL CONSTRUCTION**

1. EXTERIOR WALLS SHALL BE CONSTRUCTED WITH 12" CMU BLOCKS.
2. EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND PAINTED.
3. EXTERIOR WALLS SHALL BE ANCHORED TO FOUNDATION WITH 1/2" ANCHORS.
4. EXTERIOR WALLS SHALL BE WEATHERSTRIPPED AT ALL DOOR AND WINDOW OPENINGS.
5. EXTERIOR WALLS SHALL BE MAINTAINED AT ALL TIMES.
6. EXTERIOR WALLS SHALL BE PROTECTED AND NOT DAMAGED DURING CONSTRUCTION.
7. EXTERIOR WALLS SHALL BE MAINTAINED AT ALL TIMES.
8. EXTERIOR WALLS SHALL BE REPAIRED OR REPLACED IF DAMAGED DURING CONSTRUCTION.
9. EXTERIOR WALLS SHALL BE TESTED AND APPROVED PRIOR TO COVERING.
10. EXTERIOR WALLS SHALL BE MAINTAINED AT ALL TIMES.

**TYPICAL INTERIOR WALL CONSTRUCTION**

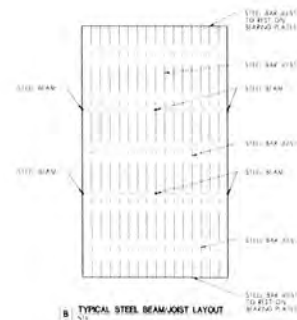
1. INTERIOR WALLS SHALL BE CONSTRUCTED WITH 1/2" GYPSUM BOARD.
2. INTERIOR WALLS SHALL BE FINISHED WITH PAINT.
3. INTERIOR WALLS SHALL BE ANCHORED TO CEILING AND FLOOR.
4. INTERIOR WALLS SHALL BE MAINTAINED AT ALL TIMES.
5. INTERIOR WALLS SHALL BE PROTECTED AND NOT DAMAGED DURING CONSTRUCTION.
6. INTERIOR WALLS SHALL BE MAINTAINED AT ALL TIMES.
7. INTERIOR WALLS SHALL BE REPAIRED OR REPLACED IF DAMAGED DURING CONSTRUCTION.
8. INTERIOR WALLS SHALL BE TESTED AND APPROVED PRIOR TO COVERING.
9. INTERIOR WALLS SHALL BE MAINTAINED AT ALL TIMES.
10. INTERIOR WALLS SHALL BE MAINTAINED AT ALL TIMES.

**TYPICAL INTERIOR WALL CONSTRUCTION WET WALL**

1. WET WALLS SHALL BE CONSTRUCTED WITH 1/2" GYPSUM BOARD.
2. WET WALLS SHALL BE FINISHED WITH PAINT.
3. WET WALLS SHALL BE ANCHORED TO CEILING AND FLOOR.
4. WET WALLS SHALL BE MAINTAINED AT ALL TIMES.
5. WET WALLS SHALL BE PROTECTED AND NOT DAMAGED DURING CONSTRUCTION.
6. WET WALLS SHALL BE MAINTAINED AT ALL TIMES.
7. WET WALLS SHALL BE REPAIRED OR REPLACED IF DAMAGED DURING CONSTRUCTION.
8. WET WALLS SHALL BE TESTED AND APPROVED PRIOR TO COVERING.
9. WET WALLS SHALL BE MAINTAINED AT ALL TIMES.
10. WET WALLS SHALL BE MAINTAINED AT ALL TIMES.

**TYPICAL BUILDING CONSTRUCTION**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL TO THE ARCHITECT PRIOR TO INSTALLATION.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
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10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.



**TYPICAL STEEL BEAM JOINT LAYOUT**

Exhibit C  
page 5 of 5

DO NOT SCALE WORK FROM DRAWINGS

**IMPERIAL INVESTMENTS**

**ADAM N. LYONS**

**HDG**

**2ND FLOOR PLAN**

**299**

**A-11**





## COMMUNITY DEVELOPMENT DEPARTMENT

100 Parkers Mill • Oswego, IL 60543  
(630) 554-3622 • Fax: (630) 551-3975  
[www.oswego-il.org](http://www.oswego-il.org)

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### **STAFF REPORT**

**DATE:** December 31, 2018

**TO:** Chairman and Planning and Zoning Commission

**FROM:** Rod Zenner, Community Development Director

**SUBJECT:** Staff Report for the January 10, 2019 Planning and Zoning Commission Meeting  
113 Main Street  
Preliminary PUD and Plat  
Project #1033.18

#### **Applicant**

Imperial Investment

#### **Requested Action**

The applicant is requesting approval of a Preliminary PUD Plat to allow for the development of a three-story mixed-use building located at 113 Main Street.

#### **Controlling Agreements**

NA

#### **Location, Existing Zoning and Land Use**

The 0.21-acre site located at 113 Main Street. The subject property is currently zoned B-2 Community Shopping District and is vacant pending development.

#### **Surrounding Zoning and Land Uses**

NORTH: B-2 Community Shopping District – Retail, Office  
SOUTH: B-2 Community Shopping District – Restaurant  
EAST: B-2 Community Shopping District – Retail  
WEST: B-1 Neighborhood Business District – Future Restaurant

#### **Relationship to Village Comprehensive Plan**

The Comprehensive Plan designates the subject area as part of the “Downtown Core”, which is to include commercial, residential, and mixed uses. The proposed project is consistent with the Comprehensive Plan vision for this area.

### **Donation Requirements**

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None.

### **Staff Analysis**

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The petitioner is requesting approval of a preliminary PUD to allow for the development of 113 Main Street. This is currently a vacant parcel that was the former home of the Oswego Village Hall. The request would allow for the development of an approximately 18,000 square foot mixed-use three-story building. The first floor would contain restaurant use, the second floor would contain offices, and the third floor would contain four residential apartments.

The proposed building will be constructed with block on the first floor and face brick on the second and third floors. The materials are similar to Washington Place (the Tap House building). Large windows will be located on the first floor along Main Street for a proposed “beer garden” on the front part of the restaurant to increase visibility both into and out of the restaurant. Balconies will be located on the rear of the building’s third floor to provide outdoor space for one of the apartments. As the building will be constructed at a zero-lot line, additional balconies for the apartments could not be accommodated. A brick cornice and parapet wall will be located along the top of the building to screen any roof top mechanical equipment.

The building will be built with zero lot lines along the front and sides of the building. The rear of the building will be set back from the rear lot line to allow for the placement of 5 parking spaces for the residential units. Additional parking will be provided by on-street parking within the downtown and the new parking lot that the Village will be constructing on this block in 2019 as part of the redevelopment of the block.

The main access to the restaurant use will be along Main Street. Access to the second and third floors will be along Main Street with secondary access along the rear of the building and the southern side of the building along the alley.

The Petitioner has been working with the Village’s efforts for re-engineering the entire block and the proposed Mexican restaurant that will be located adjacent to this property at 63 Washington. The proposed development has been incorporated in the overall engineering plans for the block and will not prohibit the current and future plans for the remaining parcels. The proposed preliminary PUD is consistent with the future land use designation and redevelopment plans as outlined in the Village’s Comprehensive Plan.

### **Standards**

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Applications for approval of a Planned Unit Development shall be made in accordance with the provisions and Standards for Special Uses. The Village Board shall not vary the regulations of this Ordinance unless the Planning and Zoning Commission shall make findings of fact based upon the evidence as presented that:

1. The proposed building or use at the particular location requested is necessary or desirable to provide a service or a facility which is in the best interest of the public convenience and will contribute to the general welfare of the neighborhood or community.

*The proposed PUD will provide for a three-story mixed use building consistent with the approved Comprehensive Plan. The use of retail/restaurant/residential is consistent and compatible with the surrounding uses located in the downtown core.*

2. The proposed building or use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, utility facilities and other matter affecting the public health, safety, and general welfare.

*The proposed building and parking will be compatible with the planned future development of the block. The use will not generate conditions that will adversely affect the block or the downtown block.*

3. The proposed building or use will be designed, arranged and operated so as to permit the development and use of neighboring property in accordance with the applicable district regulations.

*The proposed PUD will not alter the access points on the block or adversely affect the development potential of the neighboring properties.*

4. The proposed building or use has been considered in relation to the goals and objectives of the Official Plan of the Village.

*The proposed building and uses are consistent with the proposed land use as identified in the Village's comprehensive Plan.*

5. There shall be reasonable assurance that the proposed building or use will be completed and maintained in a timely manner, if authorized.

*The building will be completed as scheduling and coordination of the block's redevelopment will allow.*

### **Recommendation**

Staff recommends the Planning and Zoning Commission accept the findings of fact and recommends approval of the Preliminary PUD for 113 Main Street.

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

**January 10, 2019**

**1. CALL TO ORDER**

Chairman Pajor called the Oswego Planning & Zoning Commission Meeting to order at 7:01 p.m.

**2. ROLL CALL**

Present: Dominick Cirone, Matt Garland, Ken Holmstrom, Charlie Pajor, Rebecca Stine  
Absent: Rick Kuhn

There was a quorum.

Oswego community representatives in attendance were:

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

**3. Preliminary PUD and Plat**

113 Main Street

Applicant: Imperial Investments

Project #1033.18

Project Manager: Rod Zenner

Motion: Commissioner Garland, second Commissioner Stine to open the Public Hearing at 7:03 p.m.

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

Nays: None

Absent: Commissioner Kuhn

Motion carried

Director Zenner stated the applicant is requesting approval of a Preliminary PUD and Plat to allow for the development of a three-story mixed-use building located at 113 Main Street. Director Zenner reviewed the proposed uses, the building setbacks and elevations, and the parking spaces that will be available for use.

Mike Mann                                      was sworn in  
Yorkville, IL

Mr. Mann is a representative of Imperial Investments. Commissioner Garland asked about the type of door that would be used for the four-seasons room. Mr. Mann stated it will be a pocket-style door.

Chairman Pajor asked about the distance between the front of the building and the street. Director Zenner reviewed the setbacks and stated certain trees will need to be removed.

Commissioner Stine asked about the apartments on the upper floors of the building. Mr. Mann stated they will be two-bedroom and three-bedroom units.



Marty Kunkel                                      was sworn in  
Oswego, IL

Mr. Kunkel is the property owner of 105 Main Street. Mr. Kunkel stated there are minimal parking spaces on Main Street and asked when future parking spaces will be available for use. Director Zenner stated the Village anticipates completion of the Adams Street parking lot in the fall of 2019 prior to the building at 113 Main Street being completed. Mr. Kunkel asked if the parking lot was designed to meet the needs of both the new Mexican restaurant and the new building at 113 Main Street. Director Zenner stated the new parking lot will consist of twenty-two parking spaces. Mr. Kunkel stated he does not believe the additional twenty-two parking spaces will be adequate to accommodate the patrons for all local businesses. There was a discussion about available parking spaces.

No additional audience members wished to speak at the public hearing.

Motion:              Commissioner Garland, second Commissioner Stine to close the Public Hearing at 7:14 p.m.  
Ayes:                Commissioners Cirone, Garland, Holmstrom, Pajor, Stine  
Nays:                None  
Absent:              Commissioner Kuhn  
Motion carried

**Commissioner Comments:**

Chairman Pajor asked the petitioner about the construction timeline for the project. Mr. Mann stated the anticipated start date is between May 1 and September 1, 2019.

Commissioner Stine asked about the construction of the public parking spaces for The Reserve at Hudson Crossing. Director Zenner stated the estimated completion date for parking is spring of 2020. There was a discussion about the usage of current parking spaces in the downtown area.

**Recommendation:**

Motion:              Commissioner Stine, second Commissioner Cirone to accept the findings of fact and recommends approval of the Preliminary PUD for 113 Main Street.  
Ayes:                Commissioners Cirone, Garland, Holmstrom, Pajor, Stine  
Nays:                None  
Absent:              Commissioner Kuhn  
Motion carried

# Proclamation

The Village of Oswego, Illinois  
Founded in 1833

**Earth Hour**  
**8:30 pm – 9:30 pm**  
**March 30, 2019**

**Proclamation to support Earth Hour Day  
in the Village of Oswego, Kendall and Will County, State of Illinois.**

**WHEREAS**, this hour has been designated as “Earth Hour” to remind everyone that, by working together, our Village can make a positive impact in the fight against climate change; and

**WHEREAS**, cities and states across the country are joining with the Village of Oswego to raise awareness and demonstrate our nation’s commitment to fighting climate change by supporting “Earth Hour”; and

**WHEREAS**, the Earth Hour City Challenge is a competition among cities to prepare for increasingly extreme weather and taking the steps to transition towards a 100% renewable energy future; and

**WHEREAS**, the Village of Oswego will strive to turn off all non-essential lighting during Earth Hour and at all other times.

**NOW, THEREFORE**, I, Gail E. Johnson, Village President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby proclaim March 30, 2019 from 8:30 pm until 9:30 pm as:

## ***EARTH HOUR***

in the Village of Oswego and call upon all residents of Oswego to join me in supporting the aims and goals of this effort.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 19<sup>th</sup> day of March 2019.

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Gail E. Johnson, Village President

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Tina Touchette, Village Clerk

# Proclamation

The Village of Oswego, Illinois  
Founded in 1833

## MAYORS DAY OF RECOGNITION FOR NATIONAL SERVICE

**WHEREAS**, service to others is a hallmark of the American character, and central to how we meet our challenges; and

**WHEREAS**, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

**WHEREAS**, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

**WHEREAS**, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

**WHEREAS**, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

**WHEREAS**, ten AmeriCorps VISTAs serve at Northern Illinois Food Bank helping to solve hunger in our community; and

**WHEREAS**, national service participants increase the impact of the organizations they serve with, through their direct service and by recruiting and managing millions of additional volunteers; and

**WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

**WHEREAS**, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

**WHEREAS**, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and Mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 2, 2019.

**THEREFORE**, I, Gail E. Johnson, Village President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, proclaim **April 2, 2019**, as

## NATIONAL SERVICE RECOGNITION DAY

and encourage residents to recognize the positive impact of national service in our city and thank those who serve; and to find ways to give back to their communities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 19<sup>th</sup> day of March 2019.

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Gail E. Johnson, Village President

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Tina Touchette, Village Clerk

## CALENDAR UPDATE

Downtown Construction Open House- March 20<sup>th</sup> at 5:00pm

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

Historic Preservation Commission Meeting	March 27, 2019	7:00 p.m.
Planning and Zoning Commission Meeting	April 4, 2019	7:00 p.m.
Committee of the Whole Meeting	April 9, 2019	6:00 p.m.
Regular Village Board Meeting	April 9, 2019	7:00 p.m.
Cultural Arts Commission Meeting	April 10, 2019	6:00 p.m.
Economic Development Commission	June 5, 2019	6:00 p.m.

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

Community Recycling Day	April 13, 2019	9am-noon
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### **Location: Oswego Police Department, 3355 Woolley Road, Oswego, IL**

Administrative Adjudication	March 28, 2019	5:00 p.m.
Police Commission Meeting	April 4, 2019	5:00 p.m.
Police Pension Board Meeting	April 25, 2019	3:15 p.m.