



NOTICE AND AGENDA

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

WILL BE HELD ON

November 19, 2019

7:00 PM

Location: Oswego Village Hall

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

- B. ROLL CALL**

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

- D. RECOGNITIONS/APPOINTMENTS**

- E. PUBLIC FORUM**

- F. STAFF REPORTS**

- G. CONSENT AGENDA**

G.1. November 5, 2019 Committee of the Whole Minutes

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

Tina Touchette
Village Clerk

[11-5-19 COTW.docx](#)

G.2. November 5, 2019 Regular Village Board Minutes

[11-5-19 RegVB.docx](#)

G.3. November 5, 2019 Closed Session Minutes (Approve and Release)

G.4. Ordinance Amending Tile 3 Chapter 7; Decrease Class "G" Liquor License for DG Concepts Oswego, Inc. dba Pearce's Pub & Grill.

[Memo-Pearce's Pub & Grill Decrease Class GLiquor License.docx](#)
[19- Pearce's Pub & Grill Decrease Class GLiquor License.docx](#)

G.5. Tax Levy Abatement Ordinances:

- a. Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal of and Interest on the \$4,055,000 General Obligation Refunding Bonds, Series 2011, Dated December 20, 2011 of the Village of Oswego, Kendall and Will County, Illinois
- b. Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal of and Interest on the \$8,595,000 General Obligation Refunding Bonds, Series 2013, Dated May 17, 2013 of the Village of Oswego, Kendall and Will County, Illinois
- c. Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal of and Interest on the \$4,040,000 General Obligation Refunding Bonds, Series 2014, Dated November 20, 2014 of the Village Of Oswego, Kendall and Will County, Illinois
- d. Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal of and Interest on the \$27,105,000 General Obligation Bonds, Series 2016, Dated June 8, 2016 of the Village of Oswego, Kendall and Will County, Illinois
- e. Ordinance Abating the Tax Heretofore Levied for the Year 2019 to Pay the Principal of and Interest on the \$5,070,000 General Obligation Refunding Bonds, Series 2017, Dated July 25, 2017 of the Village of Oswego, Kendall and Will County, Illinois

[Property Tax abatement memo 2019.docx](#)
[2011 Abatement Ordinance 2019.docx](#)
[2013 Abatement Ordinance 2019.docx](#)
[2014 Abatement Ordinance 2019.docx](#)
[2016 Abatement Ordinance 2019.docx](#)
[2017 Abatement Ordinance 2019.docx](#)

H. BILL LIST

H.1. Approve Bill List Dated November 19, 2019 in the Amount of \$804,497.03.

[11-19-19 Bill List.pdf](#)

I. OLD BUSINESS

J. NEW BUSINESS

J.1. Public Hearing to Comply With Truth in Taxation Act 35 ILCS 200/18-60, 18-65.

- a. 2019 Tax Levy for the Village of Oswego
- b. Special Service Area SS60 Oswego 04-SSA-01
- c. Special Service Area SS84 Oswego 05-SSA-03

[Notice of Proposed Property Tax Increase for Village of Oswego.docx](#)

[Notice of Proposed Property Tax Increase 2018 SS 60 Oswego 04-SSA-01 Notice.docx](#)

[Notice of Proposed Property Tax Increase for SSA 05-SSA-03.docx](#)

J.2. Ordinance Providing for the Levying, Assessment and Collection of Taxes for the 2019 Tax Year of the Village of Oswego, Kendall and Will Counties, Illinois.

[Property Tax memo 2019 OrdinanceDDSRev.docx](#)

[Property Tax Rate Chart.pdf](#)

[2019 General Tax Levy Ordinance levy Version A.docx](#)

[2019 General Tax Levy Ordinance levy Version B.docx](#)

J.3. Special Service Area Tax Levy:

- a. Ordinance Providing for the Levying, Assessment and Collection of Taxes for the 2019 Tax Year for Special Service Area SS60 Oswego 04-SSA-01 of the Village of Oswego, Kendall and Will County, Illinois. b. Ordinance Providing for the Levying, Assessment and Collection of Taxes for the 2019 Tax Year for Special Service Area SS84 Oswego 05-SSA-03 of the Village of Oswego, Kendall and Will County, Illinois.

[SSA 2019 Tax Levy Ordinances memoDDSRev.docx](#)

[2019 SS 60 Oswego 04-SSA-01.docx](#)

[2019 SS 84 Oswego 05-SSA-03.docx](#)

J.4. Ordinance Providing for the Issuance of Not to Exceed \$17,000,000 Taxable General Obligation Bonds, Series 2019, of the Village of Oswego, Kendall and Will Counties, Illinois, for the Purpose of Financing Public Improvements Within the Main Street/Washington Street Redevelopment Project Area, Providing for the Pledge of Certain Tax Increment Financing Revenues to the Payment of the Principal and Interest on Said Bonds and the Levy and Collection of a Direct Annual Tax Sufficient

for the Payment of the Principal and Interest on Said Bonds and Authorizing the Execution of a Bond Order in Connection with the Sale of Said Bonds to Robert W. Baird & Co., Incorporated.

[Bond 2019 Ordinance memoDDSRev.docx](#)
[parameters ordinance 4821-7854-0969 v7.docx](#)

J.5. Lobbying Services:

- a) Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Oswego, the United City of Yorkville and the Village of Montgomery
- b) Resolution Authorizing the Execution of an Agreement for Lobbying Services Between the Village of Oswego and Kasper & Nottage, P.C.

[Lobbyist AI 11-19-19.docx](#)
[LobbyistIGA Resolution 11-19-19.docx](#)
[IGA for FOKN Fee Sharing - Oswego-Yorkville-Montgomery.docx](#)
[Village of Oswego KN Retainer Agreement.pdf](#)
[Lobbyist Resolution 11-19-19.docx](#)

J.6. Resolution Approving the Contract for the Sale of 3.55 Acres of Land (Old Police Station) to Property Concepts, Inc.

[Sale of Old PD AI 11-19-19.docx](#)
[Old PD Sale Resolution.docx](#)
[Property Concepts Contract.pdf](#)

K. PRESIDENT'S REPORT

K.1. Proclamation - December Drunk and Drugged Driving (3-D) Prevention Month

[3D Prevention Month December 2019.docx](#)

K.2. Proclamation- Small Business Saturday, November 30, 2019

[Small Business Saturday - 2019.doc](#)

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. ADJOURNMENT

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

CALL TO ORDER

President Troy Parlier called the meeting to order at 6:01 p.m.

ROLL CALL

Physically Present: President Troy Parlier and Trustees James Marter, Pam Parr, Judy Sollinger and Brian Thomas.

Absent: Trustees Terry Olson and Luis Perez

Staff Present: Dan Di Santo, Village Administrator; Christina Burns, AVA/HR Director; Tina Touchette, Village Clerk; Mark Horton, Finance Director; Brad Delphey, Deputy Chief; Jennifer Hughes, Public Works Director; Rod Zenner, Community Development Director; Jenette Sturges, Community Engagement Coordinator, Marketing; Joe Renzetti, IT/GIS Manager; Carri Parker, Purchasing Manager; Susan Quasney, Project Engineer; and Ryan Morton, 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 6:02 p.m.

Frank Johnson addressed the Board regarding marijuana sales. Provided a brief background; he is opposed to the sales; negative affects on the community; it is a gateway drug; opioid epidemic; setting an example for children and future.

There was no one else who requested to speak; the Public Forum was closed at 6:05 p.m.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

F.1. Financial Forecast for Fiscal Years 2021 - 2025 Presentation and Discussion

Finance Director Horton addressed the Board regarding the five-year forecast.

Assumptions

- Business as usual
 - no service reductions
 - no new personnel
 - maintain balanced budgets
- Growing community and tax base
 - new business
 - new residential
 - increasing population
- Major capital projects on the horizon
 - Alternative water source
 - Metra
 - Wolfs Crossing

- Very costly; will not have revenue to support
- Revenues
 - one new revenue source
 - estimated with minimal growth (1%-2%)
- Expenditures
 - personnel costs per existing contracts through the next 5 years
 - 1% annual increase in operating costs

Current Financial Reserves

- Increased the reserves to off-set unexpected expenditures
- TIF
 - Developments need to be completed before the fund balance will change
- Great shape overall

Village of Oswego

Reserves

| FUND | Reserve Balance 4/30/2019 | Fiscal Year 2020 Expenditures | Reserve as a % of Expenditures | Months of Coverage |
|-------------------------|--------------------------------------|--|---|-------------------------------|
| Operating | | | | |
| General | 11,261,314 | 18,883,559 | 60% | 7.16 |
| Water & sewer | 2,106,664 | 6,837,867 | 31% | 3.70 |
| Garbage collection | 546,223 | 2,533,885 | 22% | 2.59 |
| Other funds | | | | |
| Debt service | 69,469 | 2,826,407 | 2% | 0.29 |
| Tax increment financing | (2,253,830) | 5,177,500 | -44% | -5.22 |
| Capital | | | | |
| Motor fuel tax | 1,437,024 | 1,062,500 | 135% | 16.23 |
| Capital improvement | 5,747,784 | 5,853,270 | 98% | 11.78 |
| Water & sewer capital | 6,342,891 | 4,933,400 | 129% | 15.43 |
| Vehicle | 141,754 | 497,970 | 28% | 3.42 |
| Pension | | | | |
| Police pension | 31,949,415 | 1,193,312 | 2677% | 321.28 |

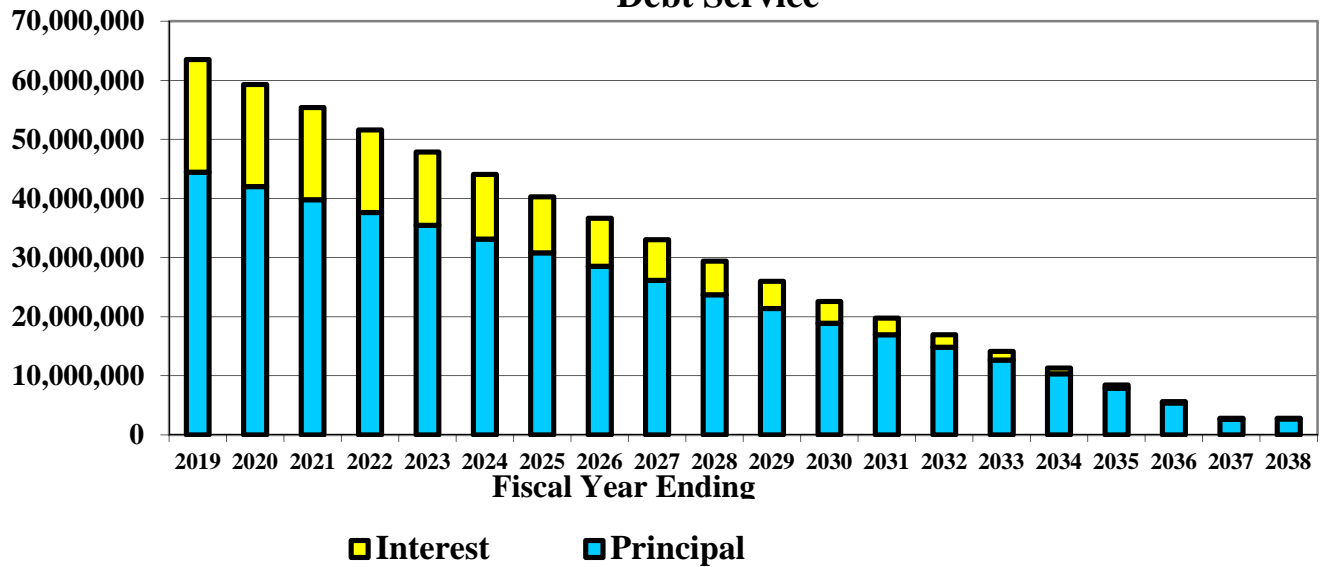
Non-Major Funds

Village Debt

- Principal
 - \$8.2 million supported from W/S
 - \$36.2 million supported from General
 - \$16 million more on the way for TIF fund
- All paid by sales tax money
- Reserve at Hudson Crossing

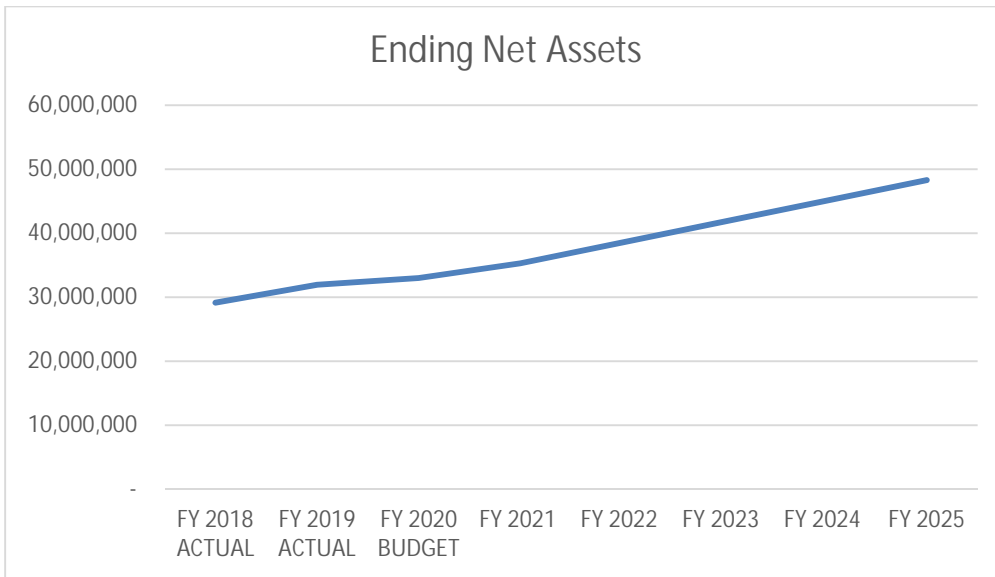
- Repaid through Shodeen and the increment
- ✓ If not enough then an SSA will be established

Total Future Outstanding Fiscal Year Debt Service

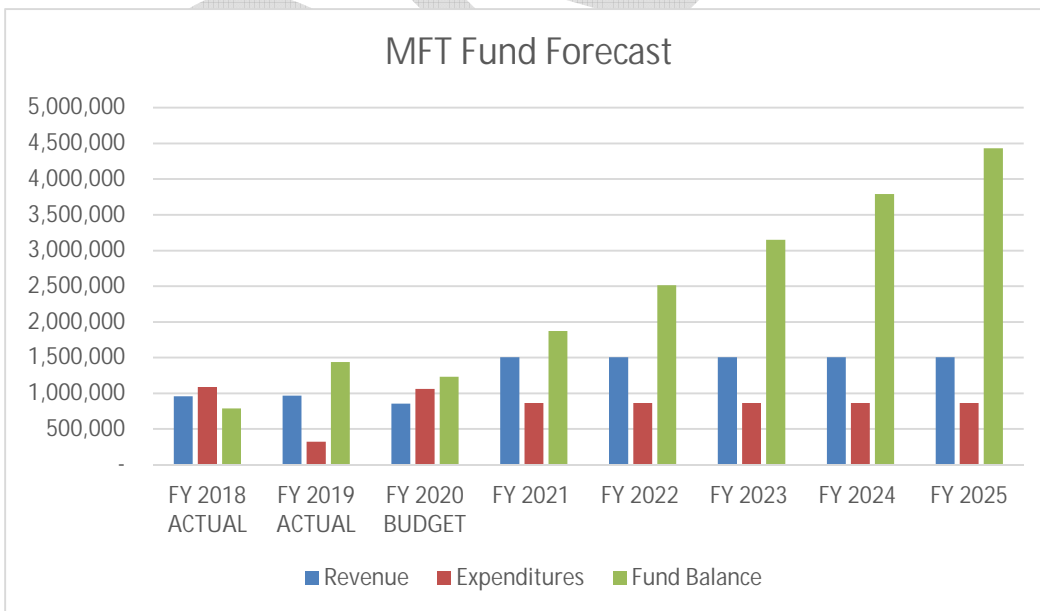


| Fiscal Year | Principal | Interest | Total |
|--------------|---------------------|---------------------|---------------------|
| 2020 | 2,480,000 | 1,763,075 | 4,243,075 |
| 2021 | 2,205,000 | 1,690,975 | 3,895,975 |
| 2022 | 2,135,000 | 1,624,725 | 3,759,725 |
| 2023 | 2,210,000 | 1,560,525 | 3,770,525 |
| 2024 | 2,285,000 | 1,490,350 | 3,775,350 |
| 2025 | 2,370,000 | 1,419,850 | 3,789,850 |
| 2026 | 2,270,000 | 1,344,400 | 3,614,400 |
| 2027 | 2,350,000 | 1,271,300 | 3,621,300 |
| 2028 | 2,455,000 | 1,171,150 | 3,626,150 |
| 2029 | 2,335,000 | 1,066,500 | 3,401,500 |
| 2030 | 2,455,000 | 955,050 | 3,410,050 |
| 2031 | 1,990,000 | 837,900 | 2,827,900 |
| 2032 | 2,085,000 | 738,400 | 2,823,400 |
| 2033 | 2,190,000 | 634,150 | 2,824,150 |
| 2034 | 2,300,000 | 524,650 | 2,824,650 |
| 2035 | 2,415,000 | 409,650 | 2,824,650 |
| 2036 | 2,535,000 | 288,900 | 2,823,900 |
| 2037 | 2,665,000 | 162,150 | 2,827,150 |
| 2038 | 2,740,000 | 82,200 | 2,822,200 |
| Total | \$44,470,000 | \$19,035,900 | \$63,505,900 |

- Police Pension Fund
 - \$48.3 million in reserve

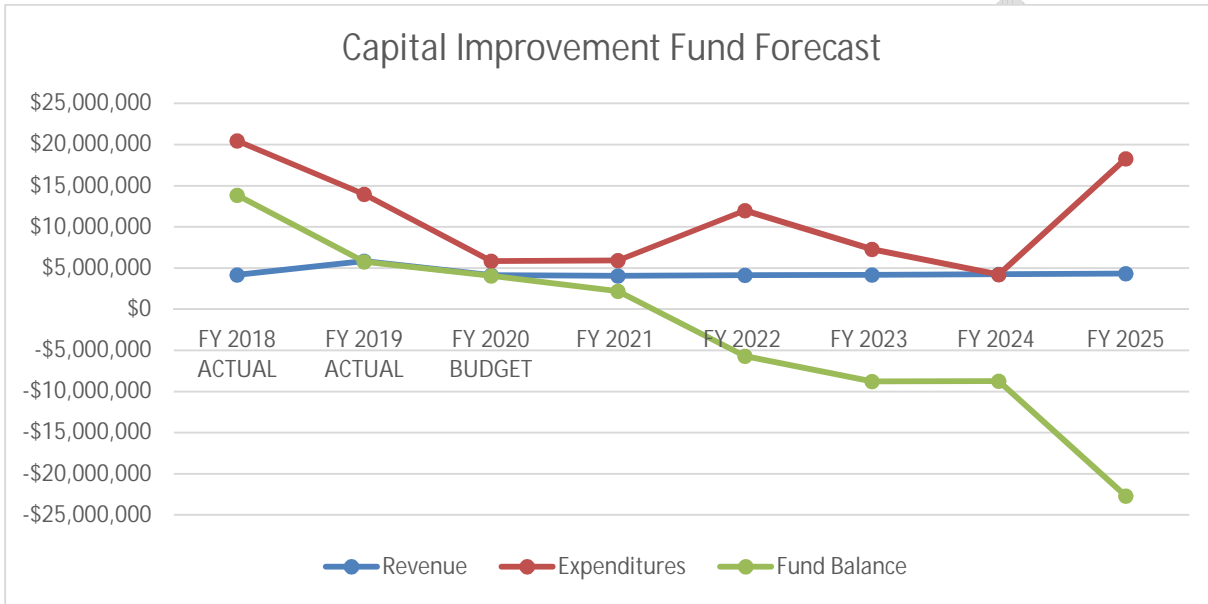


- Vehicle Fund
 - average \$548,000 annual expenses next five years. Funded with local sales tax
- Garbage Collection Fund
 - revenues match expenses
 - pass through fund
- MFT Fund
 - new state tax (TRF), debt service till FY 28, restricted uses
 - TRF (transportation fund) is a new revenue source
 - ✓ Approximately \$600,000 annually, but will fluctuate
 - Restricted fund
 - Will grow over the next 5 years
 - Funds not slated yet

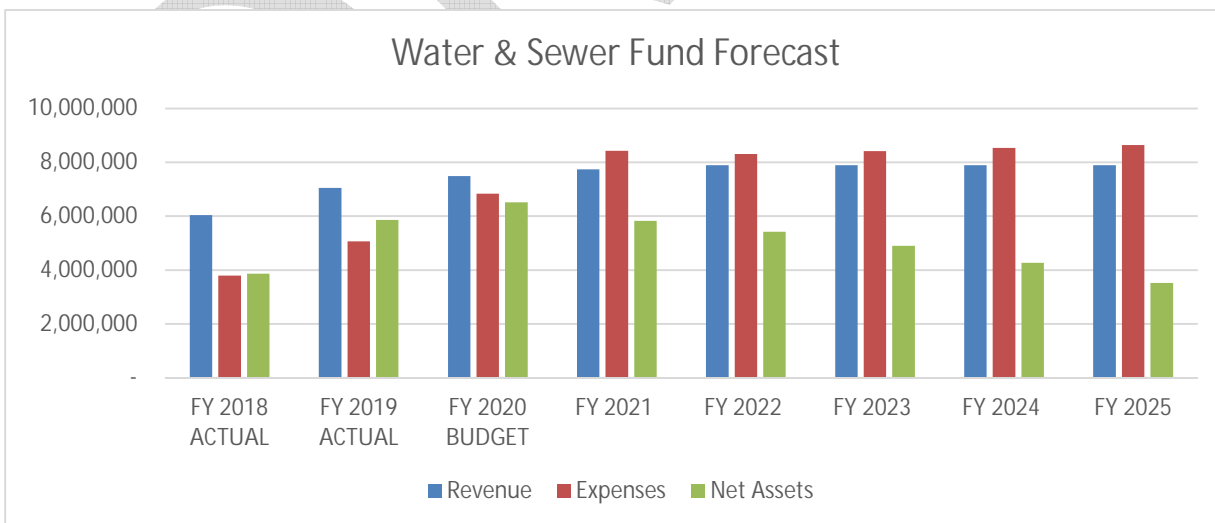


Major Funds

- TIF Fund
 - supported from existing sales tax revenues/water revenue
 - developments under construction
 - initial increment from development assumed for FY 23, FY 24
- Capital Improvement Fund
 - annual revenue of \$4.1 million (HRST)
 - \$48 million in identified expenditures next five years
 - \$5.7 million shortfall in FY 22 from Wolf Crossing expenditures
 - ✓ Director Hughes to provide an update on the Wolf Crossing project at a future Board meeting

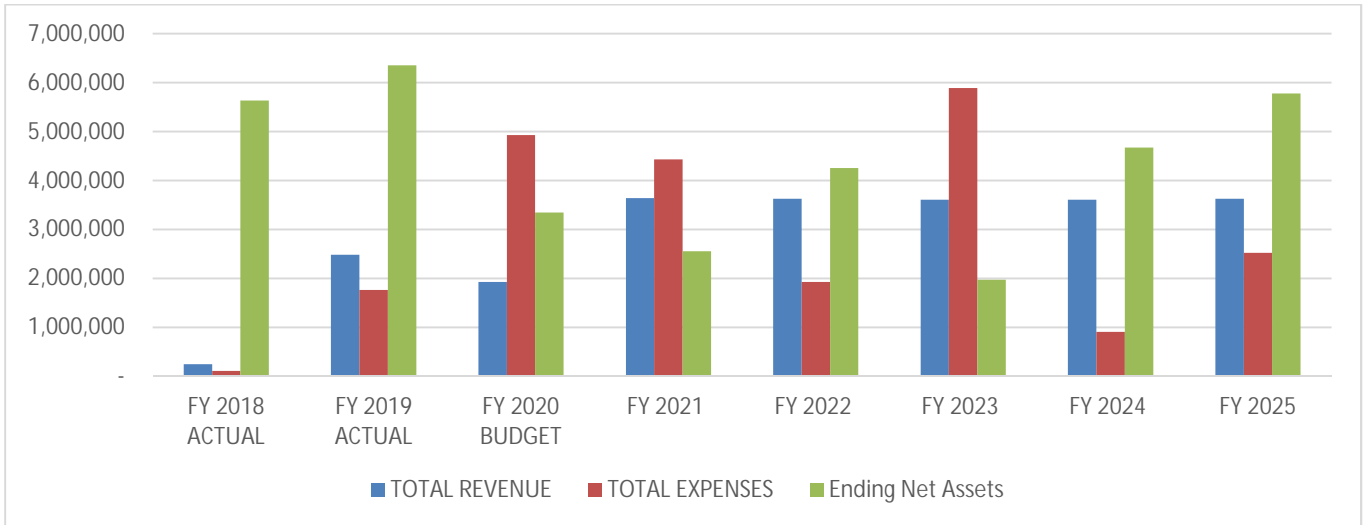


- Water & Sewer Fund
 - average \$7.8 million in revenue next five years
 - average \$8.5 million next five years
 - \$3.5 million allocated to capital improvements
 - FY 25 reserve down to \$3.5 million



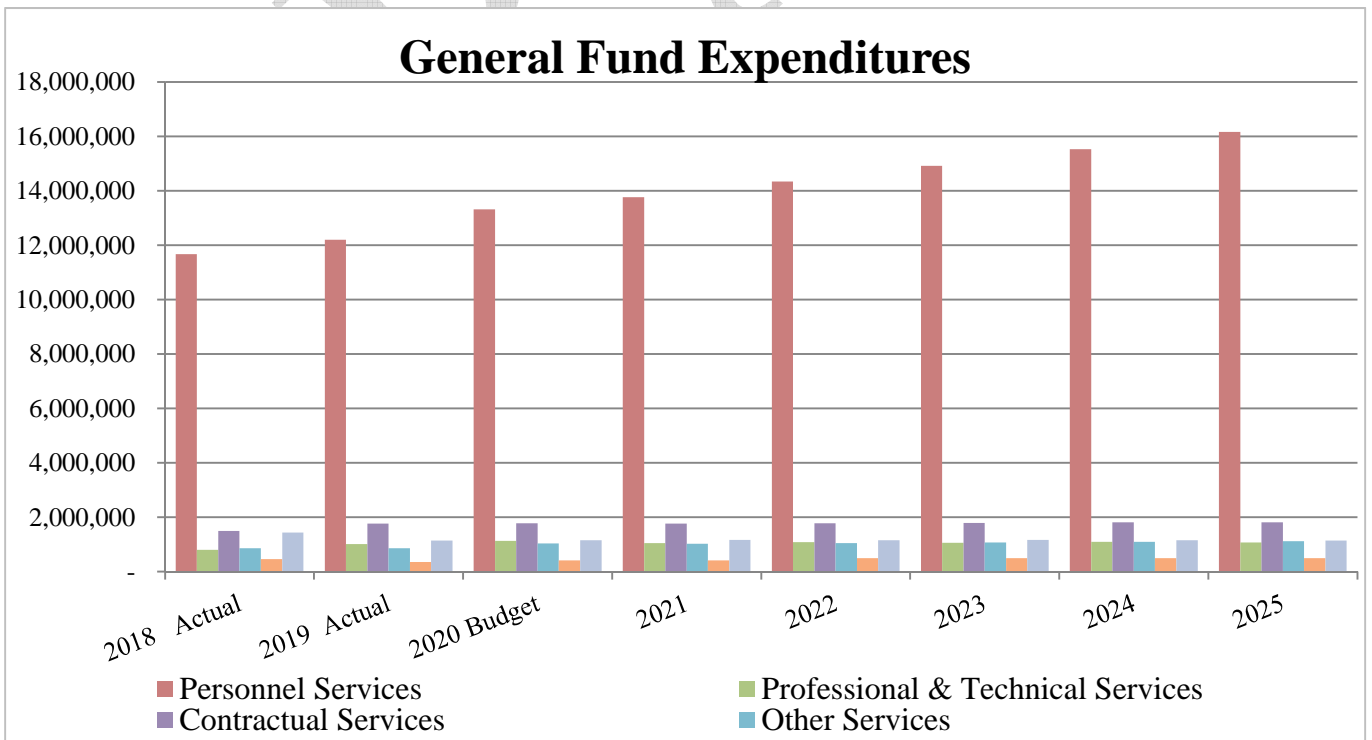
- Water & Sewer Capital Fund
 - annual revenue of \$3.6 million - \$3.5 million from Water Fund
 - \$15.7 million slated for improvements

➤ \$3.9 million average reserve due to rate increases implemented for large projects coming up

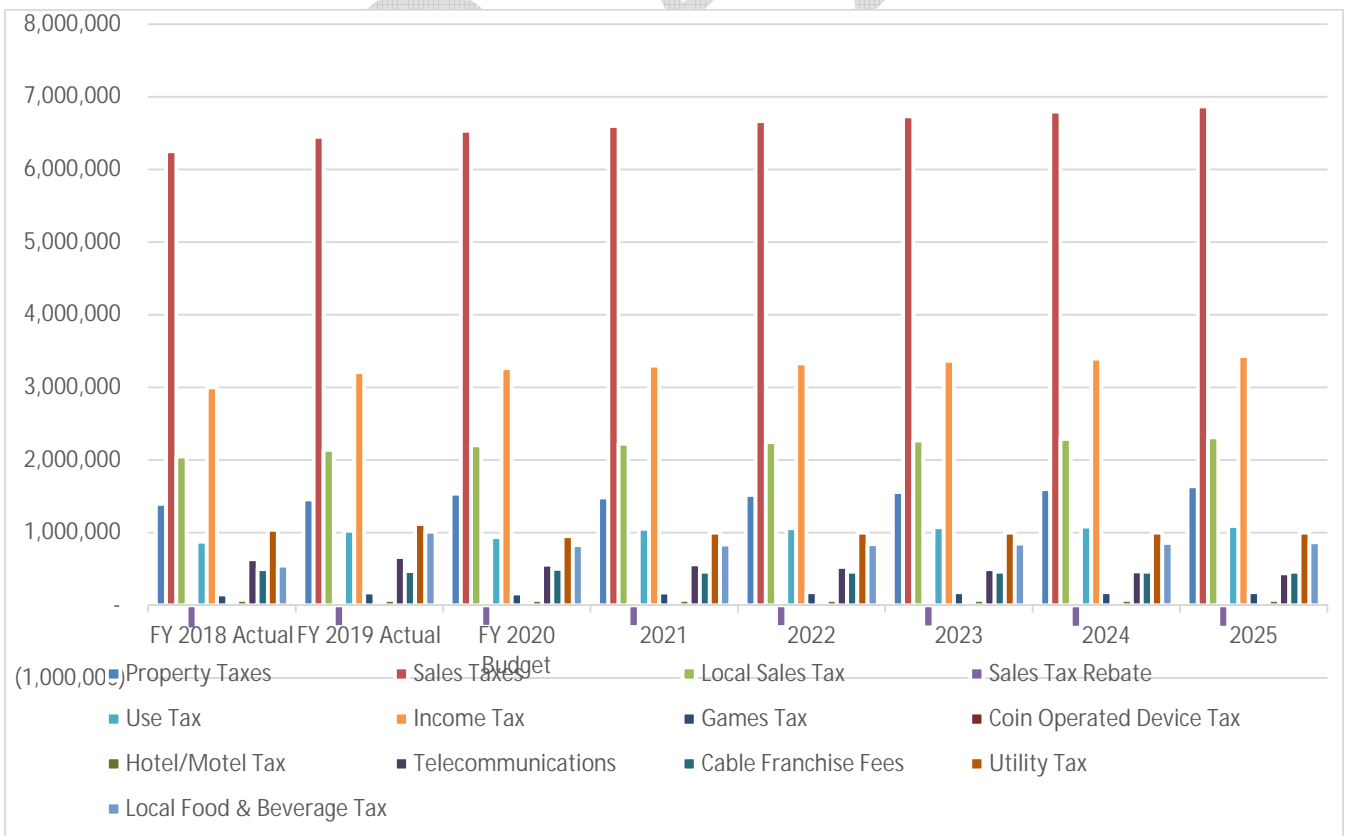
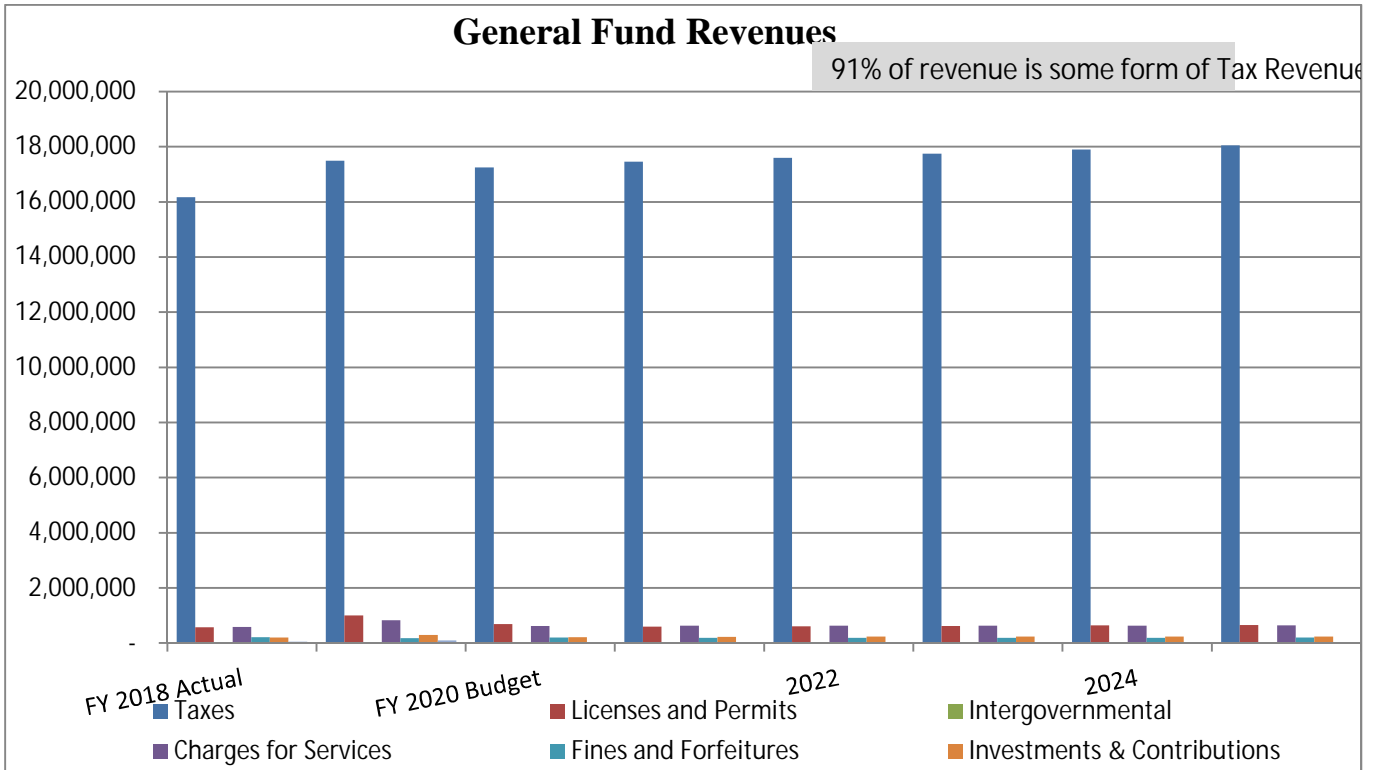


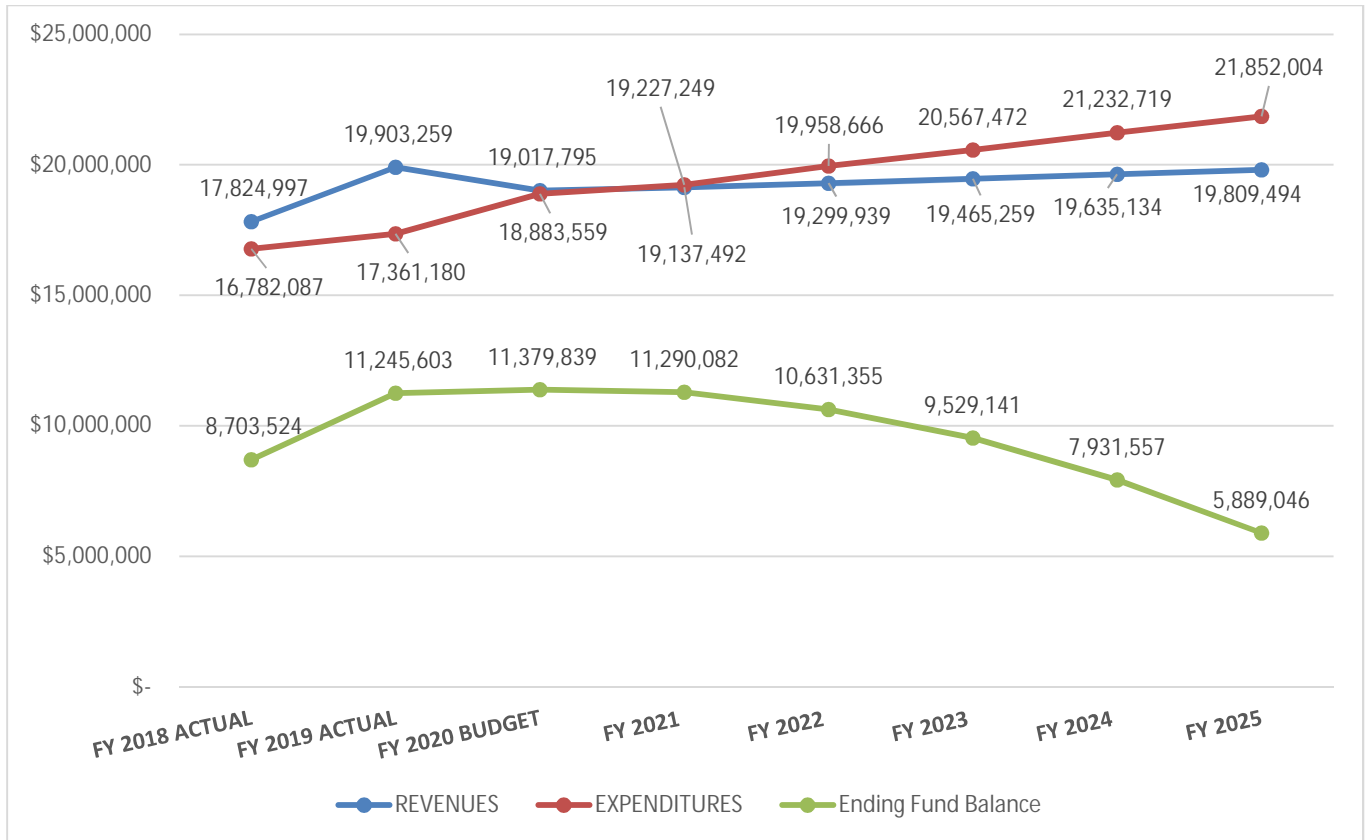
• General Fund

- expenditures average \$20.6 million
- FY 21 \$19.2 million increasing to \$21.8 million in FY 25; continues to rise
- personnel services costs rising from 72% in FY 21 to 74% in FY 25 of total expenditures
- personnel services rising \$600,000 annually; based on current structure
- total revenues increase from 19.1 to 19.8 million by FY 25
- tax revenues increasing from FY 21 \$17.5 to \$18 million by FY 25
- expenditures begin exceeding revenues in FY 21
- declining reserve balance to \$5.9 million in FY 25, 26% of estimated FY 26 expenditures, below policy level of 30%
- very conservative estimating
- all projects in the forecast



- General Fund Revenues
 - Sales tax is largest source, then Income tax, then Local Sales tax
 - Property tax is fourth greatest revenue source –8% of total revenue
 - Sales, income, local, use taxes account for 83% of total revenue





Financial Forecast

- What can we do to stay fiscally sound through FY 25
 - maintain budgets within the constraints of annual revenues
 - analyze ways to control personnel costs/benefits
 - increase annual revenues/reduce expenditures
 - cannabis tax not included
 - ✓ if choosing to move forward; tax would be added to the forecast

Board and staff discussion focused on MFT increases; whether the State will take more money from municipalities this year; if they do, State will do it after the budget is approved; IML is watching the revenues; pension reform may help or hurt the Village; back log of bills are increasing; a lot that the Village cannot control; internet and cannabis tax is what the State is relying on; anything can happen; need to use the additional MFT revenue; staff will keep the Board updated on the State. There was no further discussion.

F.2. Video Gaming Code Amendment- Gas Stations

Clerk Touchette addressed the Board regarding whether to allow video gaming in gas stations. Over the years, staff received numerous requests for video gaming in gas stations. Currently, the Village does not have a liquor classification that would allow a gas station to have on-site consumption of alcohol. Two items were presented to the Board for discussion:

- 1) Whether to move forward with allowing video gaming at gas stations

Staff provided the qualifications required for current businesses, new businesses and video gaming only businesses. All current gas stations would fall under the current business requirements:

- Must have a valid Class A, C, D, E, G, or N Village of Oswego liquor license
- Must meet revenue restrictions for Class C and D liquor licenses (must receive more than 50% of its gross revenue from the sale of food)

- May require written permission from property owner
- Some corporate businesses may require permission for video gaming depending on the location/proximity to their business
- Interior layout and plans/renderings for the gaming area
- No window or neon signage relating to video gaming is allowed

Other areas to consider is whether to include additional requirements such as site plans, signage plans, or on-premise food sales. Exhibit B provided the communities that currently allow gaming at gas stations.

2) Direction from the Board as to which liquor classification should be brought forward for approval.

The Village does not currently have gas stations that are considered a truck stop. All gas stations hold either a Class B (packaged alcohol-all types), or a Class F (beer and wine only) liquor license for off-site consumption. The Village does not have a classification for on-site consumption at a gas station. Three options were provided to the Board:

- Create a “pour” supplemental license
- Create a new Class “Q” license
- Amend the Village’s current Class “A” license to separate taverns and video gaming cafes; and add gas stations and a restaurant/bar classification
 - The A-2 classification would eliminate the revenue requirement that the Village currently has in the Class C liquor license (50% of its gross revenue from the sale of food)

Each option comes with specific requirements. The third option is the preferred choice and would assist the Community Development Department, as well as the Clerk’s Office, when considering which classification an establishment would qualify for. If the Board decides not to allow video gaming at gas stations, staff would still like to move forward with amending the Class “A” liquor license to include classifications of “A-1”, “A-2” and “A-3” into Village code.

Board and staff discussion focused on requirements for on-site consumption; seeming unfair if not allowing in gas stations; whether there is a problem with enforcement; simplifying and clarifying the process; every request will come to the Board for approval. Staff was directed to move forward with amending the Class “A” liquor license and bringing the video gaming in gas stations item back for a vote at a future Board meeting. There was no further discussion.

CLOSED SESSION

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

Sale, Lease, and/or Acquisition of Property [5 ILCS 120/2(c)(5) & (6)]

| | |
|---------------------------------|--------------|
| Aye: James Marter II | Pam Parr |
| Judy Sollinger | Brian Thomas |
| Absent: Terry Olson, Luis Perez | |
| Nay: None | |

The motion was declared carried by a roll call vote with four (4) aye votes and zero (0) nay votes.

The Board adjourned to Closed Session at 6:45 p.m.
 The Board returned to open session at 7:05 p.m.; all remaining members still present.

ADJOURNMENT

The meeting adjourned at 7:05 p.m.

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

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Troy Parlier called the meeting to order at 7:06 p.m. and led the Pledge of Allegiance to the Flag of the United States of America.

ROLL CALL

Physically Present: President Troy Parlier and Trustees James Marter, Pam Parr, Judy Sollinger and Brian Thomas.

Absent: Trustees Terry Olson and Luis Perez

Staff Present: Dan Di Santo, Village Administrator; Christina Burns, AVA/HR Director; Tina Touchette, Village Clerk; Mark Horton, Finance Director; Brad Delphey, Deputy Chief; Jennifer Hughes, Public Works Director; Rod Zenner, Community Development Director; Jenette Sturges, Community Engagement Coordinator, Marketing; Joe Renzetti, IT/GIS Manager; Carri Parker, Purchasing Manager; Susan Quasney, Project Engineer; and Ryan Morton, Village Attorney.

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

There was no one who attended electronically.

RECOGNITIONS/APPOINTMENTS

Item K.1 was moved from the President's Report.

K.1. Proclamation- Veterans' Day, November 11, 2019

President Parlier read the proclamation and presented it to American Legion Commander, Joe West.

PUBLIC FORUM

Public Forum was opened at 7:10 p.m.

Andy Clements, CEO of Weblinx, addressed the Board regarding the website redevelopment agreement under item J.4 of the agenda. He has served Oswego for 20 years; currently works with the Village, Park District, Township, library and the Chamber of Commerce; proposal the Village received is from outside Illinois; several discrepancies; references were not called; great to work with everyone; doing business locally; hope that the Board gives consideration for Weblinx on the redevelopment.

There was no one else who requested to speak; the Public Forum was closed at 7:14 p.m.

STAFF REPORTS

Administrator Di Santo- introduced Dr. Tokars from the Kendall County Health Department. She gave a presentation on suicide:

Youth Suicide

- From 1975 to 2016- 85,051 suicide deaths in the U.S.
- 68,085 male (80%) and 16,966 females (20%)
- Increases in social media use, anxiety, depression, self-inflicted injuries

Suicide Stats

- 11th leading cause in Illinois
- 3rd leading cause of death for ages 15-34
- 4th leading cause of death for ages 35-44
- 5th leading cause of death for ages 45-54
- 9th leading cause of death for ages 55-64
- 17th leading cause of death for ages 65 & older
- Intentional self-harm is the 10th leading cause of death in the U.S.
- Ranked 8th for males among the 10 leading causes
- Rates are highest for Native Americans, Pacific Islanders, Latinos, Caucasians and then Black Americans
- Accidents, homicides and suicides accounted for 76% of deaths for teens 15-19
- More than twice as many suicides in the U.S. as homicides
- U.S. ranks 34th in the world for suicide
- U.S. ranks 1st in the world for suicide by firearm

Countries with Highest Suicide Rates

- Sri Lanka- 34.6
- Guyana- 30.6
- Mongolia- 28.1
- Kazakhstan- 27.5
- Cote d'Ivoire- 27.2
- Suriname- 26.9
- Equatorial Guinea- 26.6
- Lithuania- 26.1
- Angola- 25.9
- South Korea- 24.1

Risk Factors

- Health
- Interpersonal
- Trauma/adverse experience
- Suicide fell in the 1980's and 1990's before rising again at the turn of the century
- Highest suicide rate among adults between 45-54
- 2nd highest occurred in those 85 or older

Protective Factors

- Clinical care for mental and physical health
- Clinical care for substance misuse
- Access to clinical interventions
- Healthy family and social connectedness
- Skills in problem solving
- Non-aggressive/non-coercive ways
- Cultural and faith beliefs
- Future aspirations

Additional discussion focused on expecting the numbers to go higher in 2019; more individuals talking to the health department about suicide; depression and anxiety; relational distress; social media is a contributing factor; aggression; unhealthy thoughts. There was no further discussion.

Director Horton addressed the Board regarding the notification of the FY20 budget award from GFOA. This is the 16th year the Village has received the award; commitment from staff; will take comments from the interviewers to assist with the FY21 budget; excellent work; well deserved.

CONSENT AGENDA

- G.1. October 15, 2019 Committee of the Whole Minutes
- G.2. October 15, 2019 Regular Village Board Minutes
- G.3. October 15, 2019 Closed Session Minutes #1 (Approve, and release)
- G.4. October 15, 2019 Closed Session Minutes #2 (Approve, and release)
- G.5. Ordinance Amending Title 3 Chapter 2; Title 3 Chapter 3; Title 3 Chapter 11; and Title 6 Chapter 2 of the Village Code. **Ordinance No. 19-50**
- G.6. Approval of the 2020 Village Board, Commissions and Adjudication Meeting Dates
- G.7. Ordinance Amending Title 3 Chapter 4; Raffles. **Ordinance No. 19-51**
- G.8. Resolution Approving a Christmas Walk Parade and the Temporary Closure of US Highway 34 in the Village of Oswego on December 6, 2019. **Resolution No. 19-R-75**
- G.9. Highway Permit Resolution for the Reserve at Hudson Crossing Public Improvements. **Resolution No. 19-R-76**
- G.10. Resolution Authorizing Initial Acceptance of Public Improvements for The Springs at Oswego, Effective November 6, 2019, and Reduction of Project Surety. **Resolution No. 19-R-77**

A motion was made by Trustee Thomas and seconded by Trustee Sollinger to approve the Consent Agenda; Approving the October 15, 2019 Committee of the Whole Minutes; Approving the October 15, 2019 Regular Village Board Minutes; and Approving and Releasing the October 15, 2019 Closed Session Minutes #1, and Approving and Releasing the October 15, 2019 Closed Session Minutes #2; Approving the 2020 Village Board, Commissions and Adjudication Meeting Dates; and approving the following ordinances and resolutions:

Ordinance No. 19-50; Ordinance Amending Title 3 Chapter 2; Title 3 Chapter 3; Title 3 Chapter 11; and Title 6 Chapter 2 of the Village Code.

Ordinance No. 19-51; Ordinance Amending Title 3 Chapter 4; Raffles

Resolution 19-R-75; Resolution Approving a Christmas Walk Parade and the Temporary Closure of US Highway 34 in the Village of Oswego on December 6, 2019.

Resolution 19-R-76; Highway Permit Resolution for the Reserve at Hudson Crossing Public Improvements.

Resolution 19-R-77; Resolution Authorizing Initial Acceptance of Public Improvements for The Springs at Oswego, Effective November 6, 2019, and Reduction of Project Surety.

Aye: James Marter II
Judy Sollinger

Pam Parr
Brian Thomas

Absent: Terry Olson, Luis Perez

Nay: None

The motion was declared carried by an omnibus roll call vote with four (4) aye votes and zero (0) nay votes.

BILL LIST

- H.1. Approve Bill List Dated November 5, 2019 in the Amount of \$3,991,787.63.

The following motion was made and approved:

A motion was made by Trustee Parr and seconded by Trustee Sollinger to approve the Bill List

Dated November 5, 2019 in the Amount of \$3,991,787.63.

Aye: James Marter II Pam Parr
 Judy Sollinger Brian Thomas

Absent: Terry Olson, Luis Perez

Nay: None

The motion was declared carried by a roll call vote with four (4) aye votes and zero (0) nay votes.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

J.1. Alcoholic Beverages

- a) Ordinance Authorizing the Local Liquor Control Commissioner to Grant an Exemption for the Retail Sale of Alcoholic Beverages. **Ordinance No. 19-53**
- b) Ordinance Amending Title 3 Chapter 7 Section 7; Title 3 Chapter 7 Section 10(C); and Title 3 Chapter 7 Section 14; Alcoholic Beverages. **Ordinance No. 19-52**

Clerk Touchette addressed the Board regarding a code amendment and exemption. For ten (10) years, the Village has allowed liquor license holders to pay two installments; 1st one on April 15th and the 2nd one on October 1st. Staff requested the elimination of the 2nd installment to better streamline the process, eliminate duplicated efforts and improve efficiency. Staff also requested the elimination of the surety bond associated to liquor licensing. Many communities have repealed the bond requirement as an unnecessary expense to license holders. Staff has not heard of a bond being utilized. A list of comparisons of the surrounding communities was provided. Staff also addressed the ability for the local liquor control commissioner to grant an exemption to the prohibition of the sale of alcohol within 100 feet of a church or school. On August 2, 2018 the State passed a law granting this exemption as long as the local municipality passed an ordinance authorizing the local liquor control commissioner to grant the exemption.

Board and staff discussion focused on letting the license holders know about the one installment; liquor liability insurance is required; liquor liability insurance needs to be provided before a liquor license would be issued. There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee Thomas to approve the Ordinance Authorizing the Local Liquor Control Commissioner to Grant an Exemption for the Retail Sale of Alcoholic Beverages; and approve the Ordinance Amending Title 3 Chapter 7 Section 7; Title 3 Chapter 7 Section 10(C); and Title 3 Chapter 7 Section 14; Alcoholic Beverages.

Aye: James Marter II Pam Parr
 Judy Sollinger Brian Thomas

Absent: Terry Olson, Luis Perez

Nay: None

The motion was declared carried by a roll call vote with four (4) aye votes and zero (0) nay votes.

J.2. Ordinance Granting a Minor Amendment to the Planned Unit Development for Orchard Way Lot 2; Heartland Dental. **Ordinance No. 19-54**

Director Zenner addressed the Board regarding a minor amendment. The applicant, Heartland Dental, is requesting a minor amendment to the Final PUD to allow for changes in the elevations and site plan. Heartland Dental is proposing a building conversion from an existing Chase Bank (formerly Bank One) into a dental office. A dental office is a permitted use at this location. The dental office will provide

general dentistry and will operate six days a week with at least two general dentists. Full capacity for staff is no more than 15 at a time, and full capacity for clients is no more than 14. Changes to the existing building elevations include removal of the bank drive-thru canopy and the filling in of two windows on the north elevation and the drive-thru windows on the west elevation. The applicant is also proposing the addition of a trash enclosure at the northwest corner of the property on the existing asphalt. The proposed trash enclosure location does not appear to negatively impact site circulation or parking. There will be no changes to the existing parking or circulation pattern and no additional parking is proposed. The existing parking lot has thirty-nine (39) regular parking spaces and four (4) accessible spaces. The zoning ordinance calls for 1 parking space per 200 square feet of floor area plus one space per employee for Clinics, Health Centers, and Similar Uses. The provided parking is sufficient for the proposed dental office use. There is no issue with the large open space. There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee Marter to approve the Ordinance Granting a Minor Amendment to the Planned Unit Development for Orchard Way Lot 2; Heartland Dental.

Aye: James Marter II
Judy Sollinger

Pam Parr
Brian Thomas

Absent: Terry Olson, Luis Perez
Nay: None

The motion was declared carried by a roll call vote with four (4) aye votes and zero (0) nay votes.

J.3. Resolution Approving an Intergovernmental Agreement for the Sharing of Services, Staff and Equipment Between the Village of Oswego, Oswego Township, Oswego Library District, Oswego Fire Protection District, Oswegoland Park District and Oswego Community Unit School District 308. **Resolution No. 19-R-78**

Asst. Village Administrator Burns addressed the Board regarding a sharing of services agreement. The proposed intergovernmental agreement sets parameters for broader sharing of equipment, staff and services among the participating local governments. The agreement is similar to an IGA approved among neighboring municipalities. The IGA provides a guidance for sharing equipment, services and personnel in order to facilitate sharing of such services on an as needed basis. Each government would be able to participate in shared services opportunities but would not be obligated to participate. While the uses for this agreement are broad, specific situations discussed include joint purchasing, sharing of equipment and sharing staff resources as need and opportunity permit. This IGA is intended to cover short-term, temporary or non-routine assistance opportunities. For long-term or more significant commitments, the Village will continue to adopt separate IGAs outlining terms and conditions. The other local governments have considered, or will consider, the adoption of the IGA.

Board and staff discussion focused on what is it used for; what happens when equipment is damaged; insurance coverage. There was no further discussion.

A motion was made by Trustee Marter and seconded by Trustee Sollinger to approve the Resolution Approving an Intergovernmental Agreement for the Sharing of Services, Staff and Equipment Between the Village of Oswego, Oswego Township, Oswego Library District, Oswego Fire Protection District, Oswegoland Park District and Oswego Community Unit School District 308.

Aye: James Marter II
Judy Sollinger

Pam Parr
Brian Thomas

Absent: Terry Olson, Luis Perez
Nay: None

The motion was declared carried by a roll call vote with four (4) aye votes and zero (0) nay votes.

J.4. Professional Services Agreement with Granicus, LLC for Website Redevelopment Services for the Village. **Resolution No. 19-R-79**

Community Engagement Coordinator, Marketing, Jenette Sturges addressed the Board regarding an agreement for the Village's website redevelopment. Will Trost, Account Specialist for Granicus, was present to answer questions.

Website Vendor Selection

- Why a new website?
 - Current site is 10 years old
 - Unable to provide modern functionality (forms, multi-channel publishing, automations)
 - Outdated sites are punished by Google algorithms and fail to market the Village effectively
 - Costs the Village hundreds of hours of lost staff time annually plus hard costs of third-party workarounds
 - Lost marketing opportunities
- New website goals
 - Modern virtual government experience
 - ✓ Public should be able to obtain information and services completely online
 - Reliability, currency, and visual appeal of content
 - ✓ Requires modern content management system with workflow controls
 - Efficiency
 - ✓ Financial resources
 - ✓ Staff time
 - Security, accessibility, ongoing support, and other industry best practices
- RFP Process
 - Committee of 11 staff at various levels and across departments
 - Eight respondents submitted proposals
 - Interviewed three candidates
- Simple, dynamic web applications
 - Robust CMS (content management system) allows staff across departments to update
 - Simple easy to use interface
 - Specialized apps for municipal-specific functions save time
 - Workflow ensures content stays current
 - Each department will be able to update their own data
 - Big time saver
 - One click publishing
 - Bidding module
- Granicus network
 - Standardized CMS battle-tested by 1,500 municipalities
 - High level of customization
 - Experience with industry-specific integrations and other needs
 - Data-driven development and design
 - Rely on experts from Granicus
- Granicus advantages
 - Ongoing training in municipal digital communications best practices (webinars and in-person events)
 - Data from 1,500 local government clients to enhance user experience
 - They offer additional solutions for future integration, such as text message notifications
 - Resident engagement platform
 - Integrate more seamlessly

- Annual review
- Free redesign in year four
- Security
 - ✓ FedRAMP certified (Granicus is used by the State Department)
- Accessibility
 - ✓ Integrated, easy-to-use feature that ensures compliance with WCAG 2.0 standards
- Ongoing support
 - ✓ Wizard interface, video library, tech support chat function

Board, staff and Granicus representative discussion focused on the redesign process; functionality; how the credit system works; website options; example of redesign; can create an entirely new website in four years; preferring not to do a tear down; keeping up on updates on an annual basis; dollar value associated to each; design team will scope out and apply the credits; annual maintenance; hosting; training; adapting to new technology; always looking at trends and features; security updates; billable hours and credits; additional services; looking into bundle discounts; staff is looking into text functionality separately; allow 3rd parties to integrate; accessibility checker; bidding module included; need to check on the module “Speak Up”; score card on evaluations; Granicus= 1521; Civic Plus= 1526; Weblinx= 1311; evaluation calculations based on a variety of aspects; whether to hold off on voting until other Board members could attend; text message integration; Kendall County is also looking into govDelivery; tourism and targeting communities; U.S. Census has govDelivery option; Granicus willing to work with any vendor; text message capture rate; integration piece is key; needing more information on how the credit process works; fair and impartial process is in place for RFP’s; staff has a process that works; not wanting the process to evaporate; respect for Andy Clements and Weblinx but need to follow staff recommendation.

Committee picks:

- Granicus= 5
- Civic Plus= 4
- Weblinx= 0
- No vote= 2

There was no further discussion.

A motion was made by Trustee Parr and seconded by Trustee Sollinger to approve the Resolution for a Professional Services Agreement with Granicus, LLC for Website Redevelopment Services for the Village.

Aye: Pam Parr

Brian Thomas

Judy Sollinger

President Troy Parlier

Absent: Terry Olson, Luis Perez

Nay: James Marter II

The motion was declared carried by a roll call vote with four (4) aye votes and one (1) nay votes.

PRESIDENT’S REPORT

K.1. Proclamation- Veterans' Day, November 11, 2019; item was moved up to Recognitions/Appointments.

President Parlier noted the upcoming events:

| | | |
|---------------------------------------|-------------------|----------|
| Coffee & Conversation at Public Works | November 8, 2019 | 1:30 PM |
| Veterans Serenity Park Dedication | November 10, 2019 | 2:00 PM |
| Veterans Day Memorial | November 11, 2019 | 11:00 AM |

| | | |
|--|-------------------|-----------------------|
| Oswego Chamber Electronic Recycling | November 28, 2019 | 9:00 AM - Noon |
| Oswego Area Chamber Xmas Walk Activities | December 6, 2019 | 5:00 PM - 8:30 PM |
| Christmas Walk | December 6, 2019 | 5:00 P.M. - 8:30 P.M. |

TRUSTEE REPORTS

Trustee Thomas- high regard for the military and first responders; thank you for your service.

Trustee Sollinger-agreed with Trustee Thomas; very proud of veterans and her own family members who are actively serving.

CLOSED SESSION

There was no Closed Session held.

ADJOURNMENT

A motion was made by Trustee Sollinger 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 8:28 p.m.

Tina Touchette
Village Clerk

DRAFT

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: November 19, 2019

SUBJECT: Pearce’s Pub & Grill- Decrease Class “G” Liquor License

ACTION REQUESTED:

Consideration to decrease a Class “G” liquor license for Pearce’s Pub & Grill located at 3516 US Highway 34 (at Fox Bend Golf Course).

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:

The owner/operator of DG Concepts Oswego, Inc. dba Pearce’s Pub & Grill has decided not to renew the lease with Oswegoland Park District and closed the restaurant on October 31, 2019. Due to this decision, the current liquor license needs to be decreased. Should a new owner come forward, or the Park District taking over, a new liquor application will need to be completed and will require the following:

- Background check/fingerprinting, as required
- Obtaining Village Board approval of a Village issued liquor license
- Obtaining a State liquor license
- Providing liquor liability insurance
- Providing a copy of BASSET training
- Completing food & beverage tax forms

- Providing a copy of all required/approved occupancy permits
- Providing a copy of lease, if applicable

The attached draft ordinance decreases the number of Class “G” liquor licenses by one.

RECOMMENDATION:

Staff is recommending the approval of an ordinance to decrease a Class “G” liquor license for DG Concepts Oswego, Inc. dba Pearce’s Pub & Grill located at 3516 US Highway 34.

ATTACHMENTS:

- Ordinance

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

ORDINANCE NO. 19 - ___

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

**Alcoholic Beverages
(DG Concepts Oswego, Inc. dba Pearce's Pub & Grill., 3516 US Highway 34, Oswego IL;
Decrease Class "G" Liquor License)**

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

This 19th day of November 2019

Published in this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on November 20, 2019.

ORDINANCE NO. 19 - __

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

Alcoholic Beverages
(DG Concepts Oswego, Inc. dba Pearce's Pub & Grill., 3516 US Highway 34, Oswego IL;
Decrease Class "G" Liquor License)

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

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

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

WHEREAS, DG Concepts Oswego, Inc. dba Pearce's Pub & Grill did not renew their lease with the Oswegoland Park District and closed the restaurant on October 31, 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, and the ordinance is approved to decrease the number of Class "G" liquor licenses from one (1) to zero (0) licenses. That Section 3-7-11 of the Village Code of the Village of Oswego is hereby amended as follows:

3-7-11: NUMBER OF LIQUOR LICENSES:

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

There shall be no more than eighteen (18) Class B licenses in effect at any one time.

There shall be no more than eighteen (18) Class C licenses in effect at any one time.

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

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

There shall be no more than four (4) Class F licenses in effect at any one time.
There shall be no more than zero (0) Class G license in effect at any one time.
 There shall be no more than zero (0) Class H license in effect at any one time.
 There shall be no more than zero (0) Class I license in effect at any one time.
 There shall be no more than zero (0) Class J license in effect at any one time.
 There shall be no more than one (1) Class K license in effect at any one time.
 There shall be no more than one (1) Class L license in effect at any one time.
 There shall be no more than zero (0) Class M license in effect at any one time.
 There shall be no more than two (2) Class N license in effect at any one time.
 There shall be no more than one (1) Class O license in effect at any one time.
 There shall be no more than one (1) Class P license in effect at any one time.

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in this 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 19th day of November 2019.

| | | | |
|--------------|-------|----------------|-------|
| JAMES MARTER | _____ | LUIS PEREZ | _____ |
| TERRY OLSON | _____ | JUDY SOLLINGER | _____ |
| PAM PARR | _____ | BRIAN THOMAS | _____ |

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 19th day of November 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

DRAFT

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

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

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

Alcoholic Beverages
(DG Concepts Oswego, Inc. dba Pearce's Pub & Grill, 3516 US Highway 34, Oswego IL;
Decrease Class "G" Liquor License)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 19th day of November 2019, approved by the Village President on 19th day of November 2019 and thereafter published in pamphlet form to the extent required by law.

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 20th day of November 2019.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: November 19, 2019

SUBJECT: Calendar Year 2019 Property Tax Levy Abatement Ordinances

ACTION REQUESTED:

Adopt the Calendar Year 2019 Property Tax Levy Abatement Ordinances

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Finance

SUBMITTED BY: Mark G. Horton, Finance Director

FISCAL IMPACT:

The abatement of all the debt service tax levies for calendar year 2019 will require \$3,895,975 of general operating revenues be used to make the debt service payments in June 2020 and December 2020.

BACKGROUND:

The annual tax levies for all of the Village’s outstanding bond issues is abated each year. Sales tax revenues, motor fuel tax revenue and water/sewer revenues are used to make the debt service payments each year.

DISCUSSION:

The Village will abate the levies already on file with the County Clerks. The total amount to be abated for the 2011, 2013, 2014, 2016 and 2017 Debt Issues is \$3,895,975.

RECOMMENDATION:

Staff is recommending the Village Board adopt the Ordinances.

ATTACHMENTS:

1. Tax Levy Abatement Ordinances

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

ORDINANCE NO. 19 -- __

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$4,055,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011,
DATED DECEMBER 20, 2011
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**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 this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on ____, 2019.

ORDINANCE NO. 19 -- ____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$4,055,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011,
DATED DECEMBER 20, 2011
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

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

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

WHEREAS, 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 President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Oswego, Kendall County, Illinois (the “*Village*”), by Ordinance Number 11-72, adopted on the 19th day of November, 2011 (the “*Ordinance*”), did provide for the issue of \$4,055,000 General Obligation Refunding Bonds, Series 2011 (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the village has sufficient funds available to pay the current principal and interest due on the bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay the principal of and interest on the bonds be abated.

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: Abatement of Tax: The tax heretofore levied for the year 2019 in the Ordinance adopted November 19th, 2011 is hereby abated in its entirety as follows:

| Year of Levy | <u>Tax Levied in Ordinances</u> \$4,055,000 Dated December 20, 2011 | Total Amount of Tax to be Abated |
|-----------------------------|---|---|
| 2019 | \$415,625 | \$415,625 |

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.

| | |
|--------------------|----------------------|
| JAMES MARTER _____ | LUIS PEREZ _____ |
| TERRY OLSON _____ | JUDY SOLLINGER _____ |
| PAM PARR _____ | BRIAN THOMAS _____ |

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this __ day of _____ 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$4,055,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011,
DATED DECEMBER 20, 2011
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

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 to the extent required by law.

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)

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

ORDINANCE NO. 19 -- __

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$8,595,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013,
DATED MAY 17, 2013
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**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 this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on ____, 2019.

ORDINANCE NO. 19 -- ____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$8,595,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013,
DATED MAY 17, 2013
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

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

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

WHEREAS, 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 President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Oswego, Kendall County, Illinois (the “*Village*”), by Ordinance Number 13-24, adopted on the 7th day of May, 2013 (the “*Ordinance*”), did provide for the issue of \$8,595,000 General Obligation Refunding Bonds, Series 2013 (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the village has sufficient funds available to pay the current principal and interest due on the bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay the principal of and interest on the bonds be abated.

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: Abatement of Tax: The tax heretofore levied for the year 2019 in the Ordinance adopted May 17th, 2013 is hereby abated in its entirety as follows:

| Year of Levy | <u>Tax Levied in Ordinances</u> \$8,595,000 Dated May 17, 2013 | Total Amount of Tax to be Abated |
|-----------------------------|--|---|
| 2019 | \$822,650 | \$822,650 |

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.

| | | | |
|--------------|-------|----------------|-------|
| JAMES MARTER | _____ | LUIS PEREZ | _____ |
| TERRY OLSON | _____ | JUDY SOLLINGER | _____ |
| PAM PARR | _____ | BRIAN THOMAS | _____ |

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of _____ 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$8,595,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013,
DATED MAY 17, 2013
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

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 to the extent required by law.

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)

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

ORDINANCE NO. 19 -- __

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$4,040,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014,
DATED NOVEMBER 20, 2014
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**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 this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on ____, 2019.

ORDINANCE NO. 19 -- ____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$4,040,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014,
DATED NOVEMBER 20, 2014
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

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

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

WHEREAS, 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 President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Oswego, Kendall County, Illinois (the “*Village*”), by Ordinance Number 14-90, adopted on the 21st day of October, 2014 (the “*Ordinance*”), did provide for the issue of \$4,040,000 General Obligation Refunding Bonds, Series 2014 (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the village has sufficient funds available to pay the current principal and interest due on the bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay the principal of and interest on the bonds be abated.

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: Abatement of Tax: The tax heretofore levied for the year 2019 in the Ordinance adopted October 20th, 2014 is hereby abated in its entirety as follows:

Tax Levied in Ordinances

| Year of Levy | \$4,040,000 Dated October 20, 2014 | Total Amount of Tax to be Abated |
|-----------------------------|---|---|
| 2019 | \$767,350 | \$767,350 |

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.

| | | | |
|--------------|-------|----------------|-------|
| JAMES MARTER | _____ | LUIS PEREZ | _____ |
| TERRY OLSON | _____ | JUDY SOLLINGER | _____ |
| PAM PARR | _____ | BRIAN THOMAS | _____ |

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of _____ 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$4,040,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014,
DATED NOVEMBER 20, 2014
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

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 to the extent required by law.

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)

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

ORDINANCE NO. 19 -- __

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$27,105,000 GENERAL OBLIGATION BONDS, SERIES 2016,
DATED JUNE 8, 2016
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**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 this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on ____, 2019.

ORDINANCE NO. 19 -- ____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$27,105,000 GENERAL OBLIGATION BONDS, SERIES 2016,
DATED JUNE 8, 2016
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

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

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

WHEREAS, 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 President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Oswego, Kendall County, Illinois (the “*Village*”), by Ordinance Number 16-21, adopted on the 19th day of April, 2016 (the “*Ordinance*”), did provide for the issue of \$32,000,000 General Obligation Bonds, Series 2016 (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the village has sufficient funds available to pay the current principal and interest due on the bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay the principal of and interest on the bonds be abated.

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: Abatement of Tax: The tax heretofore levied for the year 2019 in the Ordinance adopted April 19th, 2016 is hereby abated in its entirety as follows:

Tax Levied in Ordinances

| Year of Levy | \$27,105,000 Dated June 8, 2016 | Total Amount of Tax to be Abated |
|-----------------------------|--|---|
| 2019 | \$1,394,900 | \$1,394,900 |

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.

| | | | |
|--------------|-------|----------------|-------|
| JAMES MARTER | _____ | LUIS PEREZ | _____ |
| TERRY OLSON | _____ | JUDY SOLLINGER | _____ |
| PAM PARR | _____ | BRIAN THOMAS | _____ |

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of _____ 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CLERK'S CERTIFICATE
(ORDINANCE)

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$27,105,000 GENERAL OBLIGATION BONDS, SERIES 2016,
DATED JUNE 8, 2016
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

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 to the extent required by law.

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)

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

ORDINANCE NO. 19 -- __

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$5,070,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017,
DATED JULY 25, 2017
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**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 this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on ____, 2019.

ORDINANCE NO. 19 -- ____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$5,070,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017,
DATED JULY 25, 2017
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

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

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

WHEREAS, 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 President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Oswego, Kendall County, Illinois (the “*Village*”), by Ordinance Number 17-27, adopted on the 16th day of May, 2017 (the “*Ordinance*”), did provide for the issue of \$5,600,000 General Obligation Refunding Bonds, Series 2017 (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the village has sufficient funds available to pay the current principal and interest due on the bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay the principal of and interest on the bonds be abated.

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: Abatement of Tax: The tax heretofore levied for the year 2019 in the Ordinance adopted May 16th, 2017 is hereby abated in its entirety as follows:

Tax Levied in Ordinances

| Year of Levy | \$5,070,000 Dated May 16, 2017 | Total Amount of Tax to be Abated |
|-----------------------------|---|---|
| 2019 | \$495,450 | \$495,450 |

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.

| | |
|--------------------|----------------------|
| JAMES MARTER _____ | LUIS PEREZ _____ |
| TERRY OLSON _____ | JUDY SOLLINGER _____ |
| PAM PARR _____ | BRIAN THOMAS _____ |

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of _____ 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2019 TO PAY THE PRINCIPAL OF AND INTEREST ON
THE \$5,070,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017,
DATED JULY 25, 2017
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

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 to the extent required by law.

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)

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

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|---------------------------|---------------------------------------|---------------------------------------|----------------|---------------------------|
| General Fund: | | | | |
| Corporate: | | | | |
| 1001100 | Ahead Of Our Time Publishing | Ahead of Our Time Subscription | 500.00 | |
| 1001100 | American Planning Association | APA Membership Dues | 749.00 | |
| 1001100 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Services, Admin Fees | 6,419.11 | |
| 1001100 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Services, Admin Fees | 5,440.00 | |
| 1001100 | CareerBuilder | Employment Screening Services | 74.00 | |
| 1001100 | Discovery Benefits | FSA Monthly Payment | 98.00 | |
| 1001100 | Illinois Municipal League | IML 2020 Membership Dues | 2,500.00 | |
| 1001100 | IPRF | Workers Compensation Insurance | 835.14 | |
| 1001100 | Mahoney, Silverman, & Cross | Legal Services | 60.00 | |
| 1001100 | Metro West Council of Government | MetroWest Legislative Dinner | 150.00 | |
| 1001100 | Metro West Council of Government | Sept 2019 Board Meeting | 70.00 | |
| 1001100 | Metropolitan Mayors' Caucus | Caucus Membership Dues | 1,365.98 | |
| 1001100 | Municipal Clerks of Illinois | Membership Dues | 75.00 | |
| 1001100 | Petty Cash-Corporate | Misc Receipts, Petty Cash | 100.92 | |
| 1001100 | Sollinger, Judith | Senior Center Fundraiser | 30.00 | |
| 1001100 | Sterling Codifiers, INC | Code Supplement #43 | 814.00 | |
| 1001100 | Waubonsee Community College | Communities of Excellence Program | 5,560.00 | |
| | | Corporate Total: | | 24,841.15 |
| Community Relations: | | | | |
| 1002000 | Conrin, Inc | Salesforce Support Data Migration | 900.00 | |
| 1002000 | IPRF | Workers Compensation Insurance | 250.54 | |
| | | Community Relations Total: | | 1,150.54 |
| Building & Zoning: | | | | |
| 1002500 | IPRF | Workers Compensation Insurance | 835.14 | |
| 1002500 | Petty Cash-Corporate | Misc Receipts, Petty Cash | 10.00 | |
| | | Building & Zoning Total: | | 845.14 |
| Community Development: | | | | |
| 1003000 | Cirone, Dominick | Planning and Zoning Commission | 25.00 | |
| 1003000 | Holmstrom, Kenneth | Planning and Zoning Commission | 25.00 | |
| 1003000 | IPRF | Workers Compensation Insurance | 445.41 | |
| 1003000 | Kuhn, Rick | Planning and Zoning Commission | 25.00 | |
| 1003000 | Novy, Karen E | Planning and Zoning Commission | 25.00 | |
| 1003000 | Pajor, Charles | Planning and Zoning Commission | 25.00 | |
| 1003000 | Stine, Rebecca | Planning and Zoning Commission | 25.00 | |
| | | Community Development | | 595.41 |
| Economic Development: | | | | |
| 1003500 | Cole, Corinna J | Travel-ICSC Deal Making Show | 137.49 | |
| 1003500 | Howard B Richter & Associates | Appraisal of Old Police Dept Building | 500.00 | |
| 1003500 | IL Economic Development Assoc | IEDA Membership Dues 2019/2020 | 300.00 | |
| 1003500 | IPRF | Workers Compensation Insurance | 111.35 | |
| | | Economic Development: | | 1,048.84 |
| Finance: | | | | |
| 1004000 | IPRF | Workers Compensation Insurance | 668.11 | |
| | | Finance Total: | | 668.11 |
| Information Technologies: | | | | |
| 1004500 | Elineup, LLC | eLineup Software for PD | 600.00 | |
| 1004550 | ESRI | GIS Software Renewal | 6,500.00 | |
| 1004500 | Interdev, LLC. | InterDev - Onsite Support | 11,953.39 | |
| 1004500 | IPRF | Workers Compensation Insurance | 111.35 | |
| 1004500 | OneLogin | OneLogin Annual Enterprise Plan | 4,437.00 | |
| 1004500 | PCM Tiger Direct | Corel (Roxio) CD/DVD Burning License | 59.25 | |
| 1004500 | REACH Media Network | REACH Media Network - Digital | 1,600.00 | |
| | | Information Technologies Total: | | 25,260.99 |

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

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|-------------------------|---------------------------------|---------------------------------------|---------------------|---------------------------|
| Police: | | | | |
| 1005030 | IL LEAP | Illinois LEAP Meeting - December | 50.00 | |
| 1005030 | IL LEAP | Illinois LEAP Membership Dues | 80.00 | |
| 1005030 | IPRF | Workers Compensation Insurance | 7,239.85 | |
| 1005040 | Oswego Fire Protection District | Gasoline - OFD Fuel Pump Usage | 5,706.10 | |
| 1005030 | Oswego Printing Services | Written Warning Tickets | 1,284.20 | |
| 1005030 | Petty Cash-Police | Notary Stamp, Uber-AIA Conference | 15.00 | |
| 1005030 | Petty Cash-Police | Notary Stamp, Uber-AIA Conference | 58.65 | |
| 1005030 | Pitney Bowes | Pitney Bowes Postage Machine | 95.25 | |
| 1005030 | University of IL | MFI Recertification-SH | 100.00 | |
| | | | Police Total: | 14,629.05 |
| Public Works: | | | | |
| 1006060 | Aaren Pest Control | New PD - Pest Control Services | 780.00 | |
| 1006060 | Alarm Detection Systems | VH - Access Card | 15.00 | |
| 1006040 | Americana Landscapers | Landscaping Services | 13,480.00 | |
| 1006040 | Americana Landscapers | Landscaping Services | 8,897.00 | |
| 1006030 | Clean Sweep | Street Sweeping 10/26/19 | 833.75 | |
| 1006030 | Comed | 104 E. Jackson St Lights | 149.98 | |
| 1006030 | Comed | 1945 Wiesbrook Controller | 57.70 | |
| 1006030 | Comed | Master Account Traffic Signals | 274.10 | |
| 1006030 | Constellation Newenergy | 692 Canton Ct. Lights | 6,605.16 | |
| 1006060 | Imperial Service Systems | VH - Cleaning Services | 1,886.00 | |
| 1006030 | IPRF | Workers Compensation Insurance | 2,061.00 | |
| 1006060 | Johnson Controls, INC | VH - Zone Control Replacement | 175.58 | |
| 1006030 | Meade Electric Company | Traffic Signal Repair | 2,969.17 | |
| 1006060 | Northern IL Fence | PW - Stockade Fence Repairs | 5,007.00 | |
| 1006030 | Petty Cash-Corporate | Misc Receipts, Petty Cash | 94.40 | |
| 1006030 | Visu-Sewer Of IL | Catch Basin Cleaning | 6,600.00 | |
| | | | Public Works Total: | 49,885.84 |
| | | | General Fund Total: | 118,925.07 |
| Water & Sewer Fund: | | | | |
| 5006070 | CDW Government, INC | Windows Server CALs for SCADA | 1,780.20 | |
| 5006070 | Comed | 107A Rt 25 PRV Well 1 | 77.85 | |
| 5006070 | Comed | 1613 Rt 34 Booster 2 | 110.39 | |
| 5006070 | Comed | 3523 Rt 34 Booster 1 | 28.95 | |
| 5006070 | Comed | 378 Ogden Falls Blvd Well 7 | 553.31 | |
| 5006070 | Comed | 405A Chicago Rd Pump Valve Well 2 | 21.58 | |
| 5006070 | Comed | Master Account Lift Stations | 504.39 | |
| 5006070 | Corrpro Companies, INC | Water Tower Annual Inspections | 2,760.00 | |
| 5006070 | Dynergy Energy Services | Well Pumping Electric | 27,746.15 | |
| 5006070 | Eaton | Emergency Inspection of Damage | 9,500.00 | |
| 5006070 | Fox Valley Sewer Services | Power Outage for Lift Stations | 1,140.00 | |
| 5006070 | Fox Valley Sewer Services | Quarterly Lift Station Cleaning | 2,650.00 | |
| 5006070 | Hawkins Water Treatment | Well 10-Chlorine Water Treatment | 96.00 | |
| 5006070 | Hawkins Water Treatment | Well 10-Polyphosphate Water Treatment | 245.75 | |
| 5006070 | Hawkins Water Treatment | Well 8-Chlorine Water Treatment | 249.00 | |
| 5006070 | Hawkins Water Treatment | Well 8-Polyphosphate Water Treatment | 589.79 | |
| 5006070 | Hawkins Water Treatment | Well 9-Chlorine Water Treatment | 249.00 | |
| 5006070 | Hawkins Water Treatment | Well 9-Polyphosphate Water Treatment | 491.49 | |
| 5006070 | IPRF | Workers Compensation Insurance | 668.11 | |
| 5006070 | Suburban Laboratories | Bacteriological Samples | 690.00 | |
| 5006070 | Suburban Laboratories | Nitrate / Nitrite Water Sample | 25.00 | |
| 5006070 | Third Millennium | Utility Bill Printing, Mailing | 428.10 | |
| 5006070 | Third Millennium | Utility Bill Printing, Mailing | 0.55 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 3,725.55 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 6,101.14 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,768.70 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,768.70 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,768.70 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,768.70 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,768.70 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,768.70 | |
| 5006070 | Water Remediation Technology | Base Treatment Charge | 4,768.70 | |
| 5006070 | Water Remediation Technology | Excess Volume Credit | -5,794.20 | |

Water & Sewer Fund: 83,250.30

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

| <u>Fund/Department:</u> | <u>Vendor Name:</u> | <u>Description:</u> | <u>Amount:</u> | <u>Department Totals:</u> |
|--|---------------------------------------|--|----------------|---|
| Water & Sewer Capital Fund: | | | | |
| 5106070 | Baxter & Woodman Co | Well 6 & 8 Electrical Upgrades | 7,090.00 | |
| 5106070 | Ferguson Waterworks | New Construction Meters | 13,124.50 | |
| 5106070 | Ferguson Waterworks | Water Meter Purchase | 19,894.10 | |
| 5106070 | HR Green, INC. | Engineering for Water Main Replacement | 5,568.00 | |
| 5106070 | Water Services Co of | Water Meter Installation | 77,180.25 | |
| | | | | Water & Sewer Capital Fund: <u>122,856.85</u> |
| Capital Fund: | | | | |
| 3003000 | Kasper & Nottage, PC | Lobbyist Services | 7,000.00 | |
| 3003000 | Kasper & Nottage, PC | Lobbyist Services | 7,000.00 | |
| | | | | Capital Fund: <u>14,000.00</u> |
| Garbage Fund: | | | | |
| 5606010 | Groot Industries, INC | Garbage Services | 215,172.73 | |
| | | | | Garbage Fund: <u>215,172.73</u> |
| Special Events Fund: | | | | |
| 2302000 | Clowning Around Entertainment | Xmas Walk Train, Rink-Final Pmt | 2,822.50 | |
| 2302000 | John Werle | Xmas Walk DJ Services-Final Pmt | 225.00 | |
| | | | | Special Events Fund: <u>3,047.50</u> |
| TIF Fund: | | | | |
| 2503500 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Services Aug 2018, Remaining | 182.00 | |
| 2503500 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Services, Admin Fees | 5,433.42 | |
| 2503500 | Ancel, Glink, Diamond, Bush, DiCianni | Legal Services, Admin Fees | 6,496.89 | |
| 2503500 | Copenhaver Construction | Block 11 Construction | 231,186.60 | |
| 2503500 | Digital Highway, INC | Cradlepoint Router and Antenna | 584.78 | |
| | | | | TIF Fund: <u>243,883.69</u> |
| Other General Fund: | | | | |
| 1000000 | I.U.O.E. Local 150 | Union Dues | 905.73 | |
| 1000000 | I.U.O.E. Local 150 | Union Dues | 32.00 | |
| 1000000 | I.U.O.E. Local 150 | Union Dues | 200.09 | |
| 1000000 | Petty Cash-Corporate | Misc Receipts, Petty Cash | 0.29 | |
| 1000000 | Petty Cash-Corporate | Misc Receipts, Petty Cash | 2.00 | |
| 1000000 | Trustmark | Voluntary Insurance | 135.42 | |
| 1000000 | Trustmark | Voluntary Insurance | 456.66 | |
| 1000000 | Trustmark | Voluntary Insurance | 1,628.70 | |
| | | | | Other General Fund: <u>3,360.89</u> |
| | | | | Grand Total: <u><u>804,497.03</u></u> |

Notice of Proposed Property Tax Increase for Village of Oswego,
Kendall and Will County, IL

- I. A public hearing to approve a proposed property tax increase for Village of Oswego, Kendall and Will County, IL for 2019 will be held on November 19, 2019 at 7:00 p.m. at Oswego Village Hall, 100 Parkers Mill, Oswego, IL, 60543. Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Tina Touchette, Village Clerk, 100 Parkers Mill, Oswego, IL, 60543, 630-554-3618.
- II. The corporate and special purpose property taxes extended or abated for 2018 were \$1,423,956. The proposed corporate and special purpose property taxes to be levied for 2019 are \$1,498,392. This represents a 5.23% increase over the previous year.
- III. The property taxes extended for debt service and public building commission leases for 2018 were \$0.00. The estimated property taxes to be levied for debt service and public building commission leases for 2019 \$0.00. This represents a 0.0% increase over the previous year.
- IV. The total property taxes extended or abated for 2018 were \$1,423,956. The estimated total property taxes to be levied for 2019 are \$1,498,392. This represents a 5.23% increase over the previous year.

Notice of Proposed Property Tax Increase for Village of Oswego, Kendall and Will County, IL, Special Service Area, SS60 Oswego 04-SSA-01 Known as Unit 2 of Fox Chase Estates

- I. A public hearing to approve a proposed property tax increase for Village of Oswego, Kendall and Will County, IL Special Service Area SS60 Oswego 04-SSA-01 for 2019 will be held on November 19, 2019 at 7:00 p.m. at Oswego Village Hall, 100 Parkers Mill, Oswego, IL, 60543. Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Tina Touchette, Village Clerk, 100 Parkers Mill, Oswego, IL, 60543, 630-554-3618.
- II. The Special Service Area SS60 Oswego 04-SSA-01 property taxes extended or abated for 2018 were \$288.56. The proposed Special Service Area SS60 Oswego 04-SSA-01 property taxes to be levied for 2019 are \$818. This represents a 183% increase over the previous year.
- III. The property taxes extended for debt service and public building commission leases for 2018 were \$0.00. The estimated property taxes to be levied for debt service and public building commission leases for 2019 are \$0.00. This represents a 0.0% increase over the previous year.
- IV. The total property taxes extended or abated for 2018 were \$288.56. The estimated total property taxes to be levied for 2019 are \$818. This represents a 183% increase over the previous year.

Notice of Proposed Property Tax Increase for Village of Oswego,
Kendall and Will County, IL, Special Service Area,
SS84 Oswego 05-SSA-03 Known as Unit 3 of Fox Chase Estates

- I. A public hearing to approve a proposed property tax increase for Village of Oswego, Kendall and Will County, IL Special Service Area SS84 Oswego 05-SSA-03 for 2019 will be held on November 19, 2019 at 7:00 p.m. at Oswego Village Hall, 100 Parkers Mill, Oswego, IL, 60543. Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Tina Touchette, Village Clerk, 100 Parkers Mill, Oswego, IL, 60543, 630-554-3618.
- II. The Special Service Area SS84 Oswego 05-SSA-03 property taxes extended or abated for 2018 were \$328.90. The proposed Special Service Area SS84 Oswego 05-SSA-03 property taxes to be levied for 2019 are \$355. This represents a 7.9% increase over the previous year.
- III. The property taxes extended for debt service and public building commission leases for 2018 were \$0.00. The estimated property taxes to be levied for debt service and public building commission leases for 2019 \$0.00. This represents a 0.0% increase over the previous year.
- IV. The total property taxes extended or abated for 2018 were \$328.90. The estimated total property taxes to be levied for 2019 are \$355. This represents a 7.9% increase over the previous year.

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: November 19, 2019
SUBJECT: Calendar Year 2019 Property Tax Levy Ordinance

ACTION REQUESTED:

1. Decide on a Tax Levy Amount; and
2. Pass an Ordinance Providing for the Levying, Assessment and Collection of Taxes for the 2019 Tax Year.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

| Date of Action | Meeting Type | Action Taken |
|----------------|------------------------|---|
| 10/15/2019 | Committee of the Whole | The Village Board discusses the 2019 tax levy options with staff directing staff to prepare the tax levy with the tax rate equivalent to the 2018 tax levy rate or a 1% tax rate reduction. |

DEPARTMENT: Finance
SUBMITTED BY: Mark G. Horton, Finance Director

FISCAL IMPACT:

The 2019 tax levy will provide either \$1,498,392 or \$1,483,450 in property tax revenue to assist with the Village contribution to the Village pension systems.

BACKGROUND:

Staff discussed the property tax levy with the Village Board at the October 15th Committee of the Whole meeting. Discussion centered on either keeping the tax rate the same or reducing the tax rate by 1%.

DISCUSSION:

The attached Ordinances will levy either \$1,498,392 or \$1,483,450 depending on the final Village Board decision. The estimated increase in equalized assessed valuation (EAV) for the

Village is 5.23% according to documents received from the Kendall County Supervisor of Assessments. Using the estimated increased EAV, a levy amount of \$1,498,392 will calculate a tax rate of approximately \$0.15398 which is equal to last year’s tax rate and provide an additional \$74,436 in property tax revenue compared to last year’s tax levy. A levy of \$1,483,450 will generate an estimated tax rate of \$0.1524 (1% lower than the current tax rate) providing \$54,494 in additional property tax revenue compared to last year’s tax levy.

A property with an EAV of \$250,000 for calendar year 2019 will pay approximately \$6.71 or \$5.45 more in property taxes per the respective levy. For comparison, a \$250,000 home last year paid approximately \$8,500 in property taxes, with about \$128 going to the Village of Oswego.

| 2019 Tax Levy Options | | | | | % increase/decrease in tax rate | Estimated tax increase for property with assessed value of \$250,000 |
|--|--------------------|------------------------|--------------------|----------|---------------------------------|--|
| Description | Levy Amount | Increase in \$ of levy | % increase in levy | Tax rate | | |
| Calendar 2018 tax levy | \$1,423,956 | | | 0.154 | | |
| Tax rate equal to tax rate last year | \$1,498,392 | \$74,436 | 5% | 0.15398 | 0% | \$6.71 |
| Decrease tax rate 1% | \$1,483,450 | \$59,494 | 4% | 0.1524 | -1% | \$5.45 |
| Estimated EAV increase of 5.23% | | | | | | |

The additional revenue will help support the increase in the Village contribution to the Police Officers Pension Fund of \$144,198 for fiscal year 2021. The total contribution to the Police Officers Pension Fund will be \$1,542,957 in fiscal year 2021. General operating revenues combined with property tax revenues will be used to make the total Village contribution to the pension fund.

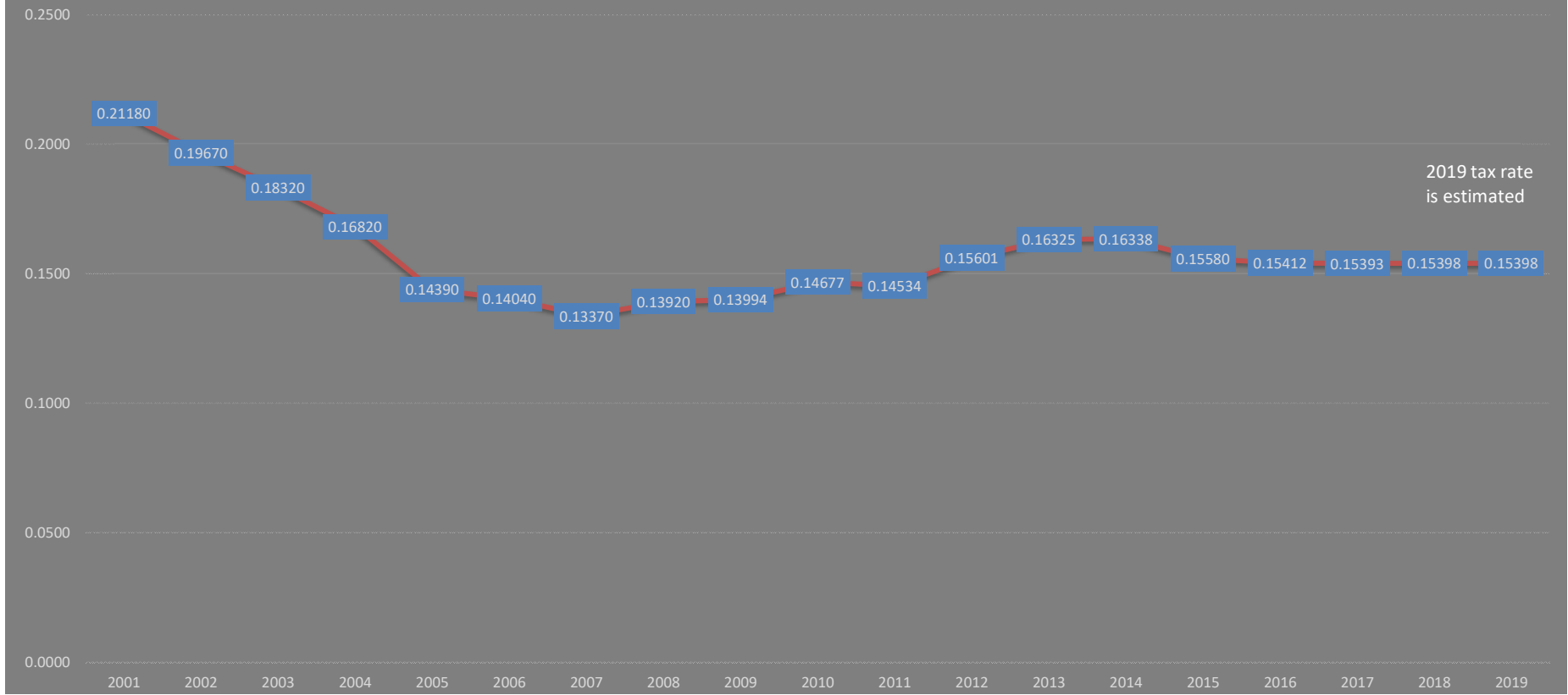
RECOMMENDATION:

Staff recommends adopting the Ordinance.

ATTACHMENTS:

- Tax Levy Ordinances
- Property tax rate chart

Property Tax Rate History



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

ORDINANCE NO. 19 -- __

**AN ORDINANCE PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF
TAXES FOR THE 2019 TAX YEAR OF THE VILLAGE OF OSWEGO, KENDALL AND WILL
COUNTIES, ILLINOIS**

**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 this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on ____, 2019.

AN ORDINANCE PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES FOR THE 2019 TAX YEAR OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

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

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

WHEREAS, 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 complied with the requirements of the Truth in Taxation Law.

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 sum of one million four hundred ninety eight thousand three hundred ninety two dollars (\$1,498,392) be and the same is assessed and levied from and against all taxable property within the limits of the Village of Oswego as the same is assessed and equalized for State and County purposes for the current year, 2019, for the Corporate and Special Purposes of the Village, and the specific amount hereby levied by fund is set forth under the column entitled "Amount To Be Raised By Tax Levy," as follows:

**AMOUNT TO BE
RAISED BY TAX LEVY:**

Corporate Fund **\$100.00**

The foregoing amount is hereby levied for general corporate purposes pursuant to the provisions of 65 ILCS 5/8-3-1.

Police Pension Fund **\$1,498,192.00**

The foregoing amount is hereby levied for police pension purposes as set forth specifically under the Police Pension Fund pursuant to the provisions of 40 ILCS 5/3-125.

Illinois Municipal Retirement Fund **\$100.00**

The foregoing amount is hereby levied for municipal retirement purposes as set forth specifically under the Illinois Municipal Retirement Fund pursuant to the provisions of 40 ILCS 5/7-171.

LEVY SUMMARY

| | |
|---------------------------------|-------------------------------|
| Corporate Fund | \$ 100.00 |
| Police Pension Fund | \$ 1,498,192.00 |
| Municipal Retirement Fund | \$ 100.00 |
| GRAND TOTAL IN ALL FUNDS | \$ <u>1,498,392.00</u> |

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.

| | | | |
|--------------|-------|----------------|-------|
| JAMES MARTER | _____ | LUIS PEREZ | _____ |
| TERRY OLSON | _____ | JUDY SOLLINGER | _____ |
| PAM PARR | _____ | BRIAN THOMAS | _____ |

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will
Counties, Illinois this __ day of _____ 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

DRAFT

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) 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 PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES FOR THE 2019 TAX YEAR OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

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 to the extent required by law.

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)

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

ORDINANCE NO. 19 -- __

**AN ORDINANCE PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF
TAXES FOR THE 2019 TAX YEAR OF THE VILLAGE OF OSWEGO, KENDALL AND WILL
COUNTIES, ILLINOIS**

**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 this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on ____, 2019.

ORDINANCE NO. 19 -- ____

AN ORDINANCE PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES FOR THE 2019 TAX YEAR OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

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

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

WHEREAS, 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 complied with the requirements of the Truth in Taxation Law.

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 sum of one million four hundred eighty three thousand four hundred fifty dollars (\$1,483,450) be and the same is assessed and levied from and against all taxable property within the limits of the Village of Oswego as the same is assessed and equalized for State and County purposes for the current year, 2019, for the Corporate and Special Purposes of the Village, and the specific amount hereby levied by fund is set forth under the column entitled "Amount To Be Raised By Tax Levy," as follows:

**AMOUNT TO BE
RAISED BY TAX LEVY:**

Corporate Fund **\$100.00**

The foregoing amount is hereby levied for general corporate purposes pursuant to the provisions of 65 ILCS 5/8-3-1.

Police Pension Fund **\$1,483,250.00**

The foregoing amount is hereby levied for police pension purposes as set forth specifically under the Police Pension Fund pursuant to the provisions of 40 ILCS 5/3-125.

Illinois Municipal Retirement Fund **\$100.00**

The foregoing amount is hereby levied for municipal retirement purposes as set forth specifically under the Illinois Municipal Retirement Fund pursuant to the provisions of 40 ILCS 5/7-171.

LEVY SUMMARY

| | |
|---------------------------------|-------------------------------|
| Corporate Fund | \$ 100.00 |
| Police Pension Fund | \$ 1,483,250.00 |
| Municipal Retirement Fund | \$ 100.00 |
| GRAND TOTAL IN ALL FUNDS | <u>\$ 1,483,450.00</u> |

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.

| | | | |
|--------------|-------|----------------|-------|
| JAMES MARTER | _____ | LUIS PEREZ | _____ |
| TERRY OLSON | _____ | JUDY SOLLINGER | _____ |
| PAM PARR | _____ | BRIAN THOMAS | _____ |

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will
Counties, Illinois this __ day of _____ 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

DRAFT

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) 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 PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES FOR THE 2019 TAX YEAR OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

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 to the extent required by law.

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)

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: November 19, 2019

SUBJECT: SSA Tax Levies for Fox Chase Estates Unit 2 and Unit 3

ACTION REQUESTED:

Adopt the ordinances

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Finance

SUBMITTED BY: Mark G. Horton, Finance Director

FISCAL IMPACT:

Property tax revenue from Special Service Area 04-SSA-01 and property tax revenue from Special Service Area 05-SSA-03 will offset a minimal portion of the maintenance costs for these areas.

BACKGROUND:

In 2001, the Village of Oswego approved the annexation of the Estates of Fox Chase development. The development never established a Homeowner’s Association. The subdivision has responsibilities for maintaining the detention ponds that were originally assigned to the HOA. When this development was approved, there were common areas that are the responsibility of the homeowner’s association. Specifically, the large detention pond along the west side of Gates Creek Drive and the landscape berm along Mill Road.

Calendar year 2017 was the first property tax levies for these two areas.

DISCUSSION:

The Village will contract with a third-party vendor to provide maintenance work to maintain the detention pond, common areas and mowing of the berm in these two areas of the Estates of Fox Chase until a Homeowners Association is established. Using the estimated EAV for the Village of Oswego as determined by the Kendall County Assessor, SSA 05 will generate an estimated \$355 in property taxes due to the limiting tax rate of 1.5%. SSA 04 has had additional homes built over the past year increasing the estimated EAV which will generate an estimated \$818 in property taxes.

RECOMMENDATION:

Staff recommends adopting the Ordinances

ATTACHMENTS:

Ordinances

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

ORDINANCE NO. 19 -- __

**AN ORDINANCE PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF
TAXES FOR THE 2019 TAX YEAR FOR SPECIAL SERVICE AREA SS60 OSWEGO 04-SSA-01
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**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 this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on ____, 2019.

ORDINANCE NO. 19 -- ____

AN ORDINANCE PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES FOR THE 2019 TAX YEAR FOR SPECIAL SERVICE AREA SS60 OSWEGO 04-SSA-01 OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

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

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

WHEREAS, 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 Special Service Area SS60 Oswego 04-SSA-01 has been created by an ordinance entitled, "An Ordinance Establishing Special Service Area Number 04-SSA-01", adopted May 24, 2004, and effective as of July 24, 2004, no petition having been filed opposing the creation of the special service area. Special Service Area Number SS60 Oswego 04-SSA-01 consists of the territory described in the ordinance aforesaid. The Village of Oswego is authorized to levy taxes for special services in Special Service Area Number SS60 Oswego 04-SSA-01.

WHEREAS, The total amount of appropriations for all the purposes to be collected from the tax levy in Special Service Area Number SS60 Oswego 04-SSA-01 is ascertained to be the sum of \$818.

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 sum of eight hundred eighteen dollars (\$818) be and the same is assessed and levied upon the taxable property in the Village of Oswego Special Service Area

Number SS60 Oswego 04-SSA-01; said tax to be levied for the fiscal year beginning May 1, 2020 and ending April 30, 2021.

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.

| | | | |
|--------------|-------|----------------|-------|
| JAMES MARTER | _____ | LUIS PEREZ | _____ |
| TERRY OLSON | _____ | JUDY SOLLINGER | _____ |
| PAM PARR | _____ | BRIAN THOMAS | _____ |

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of _____ 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

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 PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES FOR THE 2019 TAX YEAR FOR SPECIAL SERVICE AREA SS60 OSWEGO 04-SSA-01 OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

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 to the extent required by law.

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)

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

ORDINANCE NO. 19 -- __

**AN ORDINANCE PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF
TAXES FOR THE 2019 TAX YEAR FOR SPECIAL SERVICE AREA SS84 OSWEGO 05-SSA-03
OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**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 this pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on ____, 2019.

ORDINANCE NO. 19 -- ____

AN ORDINANCE PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES FOR THE 2019 TAX YEAR FOR SPECIAL SERVICE AREA SS84 OSWEGO 05-SSA-03 OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

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

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

WHEREAS, 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 Special Service Area SS84 Oswego 05-SSA-03 has been created by an ordinance entitled, "An Ordinance Establishing Special Service Area Number 05-SSA-03", adopted September 12, 2005, and effective as of November 12, 2005, no petition having been filed opposing the creation of the special service area. Special Service Area Number SS84 Oswego 05-SSA-03 consists of the territory described in the ordinance aforesaid. The Village of Oswego is authorized to levy taxes for special services in Special Service Area Number SS84 Oswego 05-SSA-03.

WHEREAS, The total amount of appropriations for all the purposes to be collected from the tax levy in Special Service Area Number SS84 Oswego 05-SSA-03 is ascertained to be the sum of \$355.

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 sum of three hundred fifty-five dollars (\$355) be and the same is assessed and levied upon the taxable property in the Village of Oswego Special Service Area

Number SS84 Oswego 05-SSA-03; said tax to be levied for the fiscal year beginning May 1, 2020 and ending April 30, 2021.

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.

| | | | |
|--------------|-------|----------------|-------|
| JAMES MARTER | _____ | LUIS PEREZ | _____ |
| TERRY OLSON | _____ | JUDY SOLLINGER | _____ |
| PAM PARR | _____ | BRIAN THOMAS | _____ |

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of _____ 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

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 PROVIDING FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES FOR THE 2019 TAX YEAR FOR SPECIAL SERVICE AREA SS84 OSWEGO 05-SSA-03 OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

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 to the extent required by law.

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)



AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: November 19, 2019
SUBJECT: 2019 Taxable General Obligation Bonds Issuance

ACTION REQUESTED:

AN ORDINANCE providing for the issuance of not to exceed \$17,000,000 Taxable General Obligation Bonds, Series 2019, of the Village of Oswego, Kendall and Will Counties, Illinois, for the purpose of financing public improvements within the Main Street/Washington Street Redevelopment Project Area, providing for the pledge of certain tax increment financing revenues to the payment of the principal and interest on said bonds and the levy and collection of a direct annual tax sufficient for the payment of the principal and interest on said bonds and authorizing the execution of a bond order in connection with the sale of said bonds to Robert W. Baird & Co., Incorporated.

BOARD/COMMISSION REVIEW:

None

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Finance

SUBMITTED BY: Mark G. Horton, CPFO, Finance Director

FISCAL IMPACT:

The issuance of Bonds will provide funding to pay for expenditures incurred within the Hudson Crossing Reserve development project.

BACKGROUND:

The Village approved a redevelopment agreement with Hudson Crossing Reserve LLC on December 11, 2017 (and later amended). The agreement requires the Village to issue bonds to

assist in financing the project in exchange for construction of a parking deck to be owned by the Village and other completed TIF eligible improvements.

DISCUSSION:

The Village and the Developer have discussed the bond issuance and have agreed to issue the bonds. The attached Ordinance authorizes the Village to issue a not to exceed par amount of bonds to generate the necessary \$13 million in project costs and the amount to pay all bond issuance costs. The actual final amount of bonds issued will not be known until the sale date of the bonds. This will be a negotiated sale which allows the Village to structure the annual maturities and sale pricing up until the last bonds are sold.

RECOMMENDATION:

Staff recommends the Village Board adopt the Ordinance.

ATTACHMENTS:

Bond Ordinance

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, held at the Village Hall, 100 Parks Mill, Oswego, Illinois, at 7:00 p.m., on the 19th day of November, 2019.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, Troy Parlier, the President, and the following Trustees answered physically present at said location: _____

The following Trustees were allowed by a majority of the Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President and Board of Trustees then discussed (1) that the ordinance provided for the issuance of general obligation bonds for the purpose of paying for certain capital projects including infrastructure improvements all in and for the Main Street/ Washington Street Redevelopment Project Area in the Village; and including, in connection with said works, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful or advisable thereto and, incidental to said works, to pay bond discount, bond interest, legal, financing, and administrative expense, (2) that the bonds will be issued on a taxable basis, (3) that the Bond Ordinance pledges certain tax increment financing revenues of the Village to the payment of the bonds, as well as providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, (4) that the Bond Ordinance provides many

details for the bonds, including provision for terms and form of the bonds, and appropriations, and (5) that the Bond Ordinance authorizes certain designated officers to proceed with the sale of the bonds and to execute a bond order in connection therewith. The discussion noted that the proposed borrowing is authorized without referendum approval under the home rule powers of the Village, as supplemented by the Illinois Municipal Code, including, particularly, the Local Government Debt Reform Act, as supplemented and amended, and the other Omnibus Bond Acts, as amended, and that the ordinance authorizes certain officers of the Village to execute documents and take certain actions to effectuate the completion of the capital project and the issuance of the bonds.

Thereupon, Trustee _____ presented the following ordinance:

AN ORDINANCE providing for the issuance of not to exceed \$17,000,000 Taxable General Obligation Bonds, Series 2019, of the Village of Oswego, Kendall and Will Counties, Illinois, for the purpose of financing public improvements within the Main Street/Washington Street Redevelopment Project Area, providing for the pledge of certain tax increment financing revenues to the payment of the principal and interest on said bonds and the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the execution of a bond order in connection with the sale of said bonds to Robert W. Baird & Co. Incorporated.

(the “*Bond Ordinance*”) which was before the President and each Trustee and made available to any person requesting one in words and figures as follows.

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

After discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

and the following Trustees voted NAY: _____ .

WHEREUPON, the President declared the motion carried and the ordinance adopted.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

Village Clerk

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$17,000,000 Taxable General Obligation Bonds, Series 2019, of the Village of Oswego, Kendall and Will Counties, Illinois, for the purpose of financing public improvements within the Main Street/Washington Street Redevelopment Project Area, providing for the pledge of certain tax increment financing revenues to the payment of the principal and interest on said bonds and the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the execution of a bond order in connection with the sale of said bonds to Robert W. Baird & Co. Incorporated.

Adopted by the President
and Board of Trustees on the
19th day of November, 2019

TABLE OF CONTENTS

| SECTION | HEADING | PAGE |
|-----------------|--|------|
| PREAMBLES | | 1 |
| SECTION 1. | DEFINITIONS | 2 |
| SECTION 2. | INCORPORATION OF PREAMBLES..... | 7 |
| SECTION 3. | DETERMINATION TO ISSUE BONDS | 8 |
| SECTION 4. | BOND DETAILS. | 8 |
| SECTION 5. | BOOK ENTRY PROVISIONS | 9 |
| SECTION 6. | EXECUTION; AUTHENTICATION | 11 |
| SECTION 7. | REDEMPTION PROVISIONS; REDEMPTION PROCEDURE..... | 12 |
| SECTION 8. | REGISTRATION AND EXCHANGE OR TRANSFER OF BONDS; PERSONS TREATED AS OWNERS | 17 |
| SECTION 9. | FORM OF BOND | 19 |
| SECTION 10. | SECURITY FOR THE BONDS..... | 28 |
| SECTION 11. | TAX LEVY; ABATEMENT | 28 |
| SECTION 12. | FILING WITH COUNTY CLERKS..... | 29 |
| SECTION 13. | SALE OF BONDS | 29 |
| SECTION 14. | CREATION OF FUNDS AND APPROPRIATIONS; SPECIAL TAX ALLOCATION FUND AND ACCOUNTS AND SPECIFIC COVENANTS RELATED THERETO..... | 31 |
| SECTION 15. | ADDITIONAL BONDS. | 37 |

SECTION 16. RIGHTS AND DUTIES OF BOND REGISTRAR AND PAYING AGENT37

SECTION 17. DEFEASANCE.38

SECTION 18. CONTINUING DISCLOSURE UNDERTAKING.....38

SECTION 19. BOND INSURANCE39

SECTION 20. SUPERSEDER AND EFFECTIVE DATE.....40

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$17,000,000 Taxable General Obligation Bonds, Series 2019, of the Village of Oswego, Kendall and Will Counties, Illinois, for the purpose of financing public improvements within the Main Street/Washington Street Redevelopment Project Area, providing for the pledge of certain tax increment financing revenues to the payment of the principal and interest on said bonds and the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the execution of a bond order in connection with the sale of said bonds to Robert W. Baird & Co. Incorporated.

WHEREAS, by virtue of its population, the Village of Oswego, Kendall and Will Counties, Illinois (the “*Village*”), is a home rule unit pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois (the “*State*”), and as such is empowered to perform any function pertaining to its government and affairs, including the power to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the President and Board of Trustees of the Village (the “*Corporate Authorities*”) have heretofore determined and do hereby determine that, in furtherance of the redevelopment objectives of the Main Street/ Washington Street Redevelopment Project Area (the “*Main Street/ Washington Street TIF*”) heretofore designated by the Village pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the “*TIF Act*”), it is advisable, necessary, and in the best interests of the Village and its residents, in order to promote the public health, welfare, safety, and convenience, to pay or reimburse certain redevelopment project costs within the Main Street/ Washington Street TIF, including but not limited to public improvements, infrastructure, and facilities necessary to serve the property commonly known as

59 S. Adams Street within the Village including, without limitation, all of the right-of-way improvements on Washington Street, Adams Street, Harrison Street, and Jackson Street, and water, sanitary and storm sewer extensions and the south and north parking garages within the Main Street/Washington Street TIF (collectively, the “*Project*”); and including, in connection with said Project, acquisition of all land or rights in land, engineering, planning, architectural, mechanical, electrical, and other services necessary, useful, or advisable thereto, all in accordance with the redevelopment plan for the Main Street/ Washington Street TIF, which plan has been prepared by consultants on behalf of the Village and has been approved by the Corporate Authorities pursuant to and in compliance with the TIF Act and is now on file in the office of the Village Clerk for public inspection; and

WHEREAS, the Corporate Authorities estimate the current costs of the Project and including legal, financial, accounting and other services related to the accomplishment of the Project and the issuance of bonds therefor, bond discount, capitalized interest, bond registrar, paying agent and other related banking fees, and printing and publication costs, and other miscellaneous costs (all being the “*Project Costs*”) to be not greater than \$17,000,000; and

WHEREAS, there are no funds currently or expected to be on hand and lawfully available to pay such Project Costs, and it will be necessary to borrow not to exceed \$17,000,000 to pay such Project Costs, all as provided in the TIF Act:

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

A. The following words and terms are as defined in the preambles hereto.

Corporate Authorities

Main Street/ Washington Street TIF

Project

Project Costs

State

TIF Act

Village

B. The following words and terms are defined as set forth.

“*Accounting*” means the annual accounting so defined in the text below (at Section 14).

“*Act*” means the Illinois Municipal Code, as supplemented and amended, and particularly as supplemented and amended by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended, and as further supplemented, and where necessary, superseded, by Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

“*Additional Bonds*” means any bonds issued in the future on a parity with and sharing ratably and equally in the Incremental Taxes with the Bonds.

“*Bond*” or “*Bonds*” means, collectively, one or more, as applicable, of the Bonds authorized to be issued by this Ordinance.

“*Bond*” or “*Bonds*” means one or more, as applicable, of the Taxable General Obligation Bonds, Series 2019, authorized to be issued by this Ordinance.

“*Bond Counsel*” means Chapman and Cutler LLP, Chicago, Illinois.

“*Bond Fund*” means the Bond Fund established and defined in Section 14 of this Ordinance.

“*Bond Moneys*” means the Pledged Taxes and any other moneys deposited into the Bond Fund, including, specifically, the Incremental Taxes, and investment income held in the Bond Fund.

“*Bond Order*” means the Bond Order and Notification of Sale to be executed by the Designated Officers as hereinafter provided and setting out final details of the Bonds as hereinafter provided.

“*Bond Register*” means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means Zions Bank, a division of ZB, National Association, Chicago, Illinois, duly authorized to do business as a bond registrar as herein required, or successors or assigns.

“*Bond Year*” means that twelve month period beginning on December 16 of any calendar year and ending on the subsequent December 15.

“*Book Entry Form*” means the form of Bonds in which they are delivered to a depository and held solely by a depository, or its nominee, as record owner, transfers of beneficial ownership for such Bonds being made by book entries in accordance with the procedures of such depository.

“*County Clerks*” means the County Clerks of The Counties of Kendall and Will, Illinois.

“*Designated Officers*” means the President, Clerk, Finance Director, Treasurer or Administrator of the Village, or successors or assigns, or any of them acting together.

“*DTC*” means The Depository Trust Company, a New York limited trust company, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“*Incremental Taxes*” means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Main Street/ Washington Street TIF by any and all taxing districts or

municipal corporations having the power to tax real property in the Main Street/ Washington Street TIF, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Main Street/ Washington Street TIF over and above the Total Initial Equalized Assessed Value of each such piece of property, all as determined by the County Clerks in accordance with Section 11-74.4-9 of the TIF Act.

“Insurer” means the entity, if any, described in the Bond Order as the issuer of a financial guaranty insurance policy for the Bonds.

“Interest Payment Date” means a Stated Maturity of interest on the Bonds.

“Interest Requirement” means for any Bonds or Additional Bonds, and for any Bond Year the aggregate amount of interest on such Bonds or Additional Bonds having a Stated Maturity during such Bond Year.

“Ordinance” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Corporate Authorities on the 19th day of November, 2019.

“Outstanding” or “outstanding” refers to Bonds which are outstanding and unpaid; *provided, however,* such term shall not include Bonds (i) which have matured and for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal thereof and interest thereon, or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of and interest on such Bonds.

“Paying Agent” means Zions Bank, a division of ZB, National Association, Chicago, Illinois, duly authorized to do business as a paying agent as herein required, or successors or assigns.

“Pledged Taxes” means a direct annual tax levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, sufficient for the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, as further set forth in Section 11 of this Ordinance.

“Principal Requirement” means for any Bonds or Additional Bonds and for any Bond Year the aggregate principal amount of such Bonds or Additional Bonds having a Stated Maturity during such Bond Year.

“Purchase Contract” means the contract for the purchase and sale of the Bonds by and between the Purchaser and the Village.

“Purchase Price” means the price to be paid for the Bonds, as set forth in the Bond Order, which shall be not less than ninety-six percent (96.0%) of the par amount of such Bonds (without regard to original issue discount, if any, or original issue premium, if any).

“Purchaser” means Robert W. Baird & Co. Incorporated, Naperville, Illinois.

“Record Date” means the 1st day of the month in which any regular Interest Payment Date occurs on the 15th day of that month or fifteen days prior to any Interest Payment Date occasioned by a redemption of Bonds on other than a regularly scheduled Interest Payment Date.

“Representation Letter” means any letter or agreement to be executed among the Bond Registrar, the Village and DTC and necessary to effectuate a book entry system for the Bonds.

“Special Tax Allocation Fund” means the Main Street/ Washington Street TIF Special Tax Allocation Fund heretofore established by the Village in connection with its designation of the Main Street/ Washington Street TIF.

“Stated Maturity” when used with respect to any Bond or Additional Bond or any interest thereon means the date specified in such Bond as the fixed date on which the interest or principal

of such Bond or Additional Bond is due and payable, whether by maturity, mandatory redemption or otherwise.

“*Taxable*” means, with respect to the Bonds, the status of interest paid and received thereon as includible in gross income of the owners thereof for federal income tax purposes.

“*Term Bonds*” means Bonds which are subject to mandatory redemption prior to maturity by operation of the Bond Fund, as hereinafter provided.

“*Total Initial Equalized Value*” means the total initial equalized assessed value of the taxable real property in the Main Street/ Washington Street TIF as determined by the County Clerks in accordance with Section 11-74.4-9 of the TIF Act.

“*Treasurer*” means the Village Treasurer, or designee, or successors or assigns.

C. For all purposes of this Ordinance, except as otherwise expressly provided herein or unless the context otherwise requires:

1. The terms defined in this Section or elsewhere in this Ordinance have the meanings assigned to them and include the plural as well as the singular (or vice-versa).

2. All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles for municipal enterprise funds.

3. All references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted.

4. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is necessary and in the best interests of the Village to undertake the Project and to pay all necessary costs thereof, including an amount for capitalized interest on the Bonds, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. There shall be issued and sold the Bonds in the aggregate principal amount of not to exceed \$17,000,000. The Bonds shall be Taxable Bonds and shall each be designated “*Taxable General Obligation Bond, Series 2019*” (or such other title or series designation as the Designated Officers may find necessary and advisable and as so provided in the Bond Order); be dated the date of delivery thereof, or such earlier date, as shall be provided in the Bond Order (any such date being the “*Dated Date*”); and shall also bear the date of authentication thereof. The Bonds shall be fully registered and in Book Entry Form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar, and shall become due and payable on December 15 of the years and in the amounts and bearing interest at the rates percent per annum as shall be provided in the Bond Order, *except that* no Bond shall mature on a date which is later than December 15, 2040, or bear interest at a rate percent per annum which is in excess of six percent (6.00%) per annum.

B. GENERAL. Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on June 15, 2020, or on such other date as shall be

provided in the Bond Order. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with DTC. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Paying Agent or at successor Paying Agent and locality.

Section 5. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds, and the provisions of this Section 5 shall apply. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of “Cede & Co.,” or any successor thereto, as nominee of DTC. All of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Treasurer, as representative of the Village, and the Paying Agent and Bond Registrar are authorized to execute and deliver on behalf of the Village, and as such agent for the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”). Without limiting the generality of the authority given with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to DTC, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, none of the Village, the Treasurer, the Paying Agent or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, the Treasurer, the Paying Agent and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the applicable record date, the name “*Cede & Co.*” in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the Village, the Paying Agent and Bond Registrar, and DTC evidenced by the Representation Letter shall be terminated for any reason or (c) the Village determines that it is in the best interests of the

Village or of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC shall notify DTC Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book-entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 7. Redemption Provisions; Redemption Procedure. A. MANDATORY REDEMPTION. If so provided in the Bond Order, any Bonds may be issued as Term Bonds and be subject to mandatory redemption by operation of the Bond Fund at a price of par, without premium, plus accrued interest to the date fixed for redemption, on December 15 of the years and in the amounts as shall be set forth in the Bond Order.

If the Village purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so purchased shall be deducted from the mandatory redemption requirement as provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of payment on the Term Bonds as due at maturity or subject to mandatory redemption in any year as the Village shall at such time determine. If the Village redeems pursuant to optional redemption or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of Term Bonds as due at Stated Maturity or subject to mandatory redemption requirement in any year as the Village shall determine. The Village shall provide the Bond Registrar with written notice of such reduction, which notice shall be given within 30 days after such redemption or purchase, and the Bond Registrar shall promptly give written notice of the same to the Bondholders, in the manner hereinafter provided.

B. OPTIONAL REDEMPTION. As designated in the Bond Order, Bonds may be made subject to redemption prior to maturity at the option of the Village, from any available funds, in whole or in part, on any date specified, and if in part, in any order of maturity (and, if applicable, in any order of mandatory redemption payments) as selected by the Village, and if less than an entire maturity, in integral multiples of \$5,000, selected by lot by the Bond Registrar, at the

redemption price equal to the principal amount redeemed plus accrued interest to the redemption date. As provided in the Bond Order, some portion or all of the Bonds may be made not subject to optional redemption.

C. REDEMPTION PROCEDURE. The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

1. *Redemption Notice.* For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed to redeem the Term Bonds without any further order or direction from the Village whatsoever. For an optional redemption, the Village shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed.

2. *Selection of Bonds within a Maturity.* For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Series Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection (1) upon or prior to the time of the giving of official notice of redemption, or (2) in the event of a refunding or defeasance, upon advice from the Village that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

3. *Official Notice of Redemption.* The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in

the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

(a) the redemption date;

(b) the redemption price;

(c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

4. *Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to

the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

5. *Bonds Shall Become Due.* Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (D) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

6. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent

of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in book entry form, notice may be given as provided in the Representation Letter, and the giving of such notice shall constitute a waiver by DTC and the book entry owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the Village shall not be liable for any failure to give or defect in notice.*

7. *New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of Authorized Denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

8. *Effect of Nonpayment upon Redemption.* If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall become due and payable on demand, as aforesaid, but, until paid or duly provided for, shall continue to bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

9. *Bonds to Be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

10. *Additional Notice.* The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

11. *Bond Registrar to Advise Village.* As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 8. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners. The Village shall cause the Bond Register to be kept at the principal office maintained for the purpose by Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal office maintained for the purpose by Bond

Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same series and maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date.

The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, that the principal amount of Bonds of each series and maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such series and maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 9. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF KENDALL AND WILL
VILLAGE OF OSWEGO
TAXABLE GENERAL OBLIGATION BOND, SERIES 2019**

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: ____% Date: December 15, _____ Date: _____, 2019 CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Oswego, Kendall and Will Counties, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption as hereinafter stated), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 15 and December 15 of each year, commencing June 15, 2020, until said Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may and shall become applicable hereto. The principal or redemption price of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal office

maintained for the purpose by Zions Bank, a division of ZB, National Association, having corporate trust offices in Chicago, Illinois, as paying agent (the "*Paying Agent*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by said Zions Bank, a division of ZB, National Association at said location, as bond registrar (the "*Bond Registrar*"), at the close of business on the applicable Record Date.

Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar for so long as this Bond may be held by The Depository Trust Company, New York, New York, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Oswego, Kendall and Will Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

President, Village of Oswego,
Kendall and Will Counties, Illinois

ATTEST:

Village Clerk, Village of Oswego,
Kendall and Will Counties, Illinois

[SEAL]

Date of Authentication: _____, ____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the Taxable General Obligation Bonds, Series 2019, having a Dated Date of _____, 2019, of the Village of Oswego, Kendall and Will Counties, Illinois.

ZIONS BANK, A DIVISION OF ZB, NATIONAL
ASSOCIATION
as Bond Registrar

By _____
Authorized Officer

Bond Registrar and Paying Agent:

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION,
Chicago, Illinois

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$_____ issued by the Village for the purpose of paying costs of the Project, and of paying expenses incidental thereto, including capitalized interest, all as described and defined in the ordinance passed by the President and Board of Trustees of the Village (the “*Board*”) on the 19th day of November, 2019, authorizing the Bonds (as supplemented by the Bond Order and Notification of Sale executed in connection with the sale of the Bonds, the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and amended by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended, and as further supplemented and, where necessary, superseded, by Section 6 of Article VII of the 1970

Constitution of the State of Illinois (collectively, the “Act”), and with the Ordinance, which has been duly passed by the Board and approved by the President.

The principal of and premium, if any, and interest on the Bonds are payable from (1) unlimited ad valorem taxes levied on all of the taxable property in the Village sufficient to pay when due all principal of and interest on the Bonds (the “*Ad Valorem Property Taxes*”) and (2) ratably and equally with certain other bonds hereafter issued by the Village, (a) the Incremental Taxes (as hereinafter defined) and (b) the amounts on deposit in and to the credit of the various funds and accounts of the special tax allocation fund heretofore created for the Main Street/ Washington Street Redevelopment Project Area (the “*Main Street/ Washington Street TIF*”) heretofore designated by the Village pursuant to the TIF Act (the “*Special Tax Allocation Fund*”). Under the Ordinance, the “*Incremental Taxes*” constitute the ad valorem taxes, if any, arising from taxes levied by any and all taxing districts or municipal corporations having the power to tax real property upon taxable real property in the Main Street/ Washington Street TIF, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Main Street/ Washington Street TIF over and above the “initial equalized assessed valuation” of each such piece of property as provided in the TIF Act. Under the Ordinance, the Incremental Taxes and the Ad Valorem Taxes constitute, collectively, the “*Bond Moneys*.” Additional Bonds sharing ratably and equally with the Bonds in the Incremental Taxes may be issued pursuant to the terms of the Ordinance, *provided, however*, that no Additional Bonds shall be secured by the Ad Valorem Taxes but shall share ratably and equally with the Bonds solely as to the pledge of the Incremental Taxes. For the prompt payment of this Bond, both principal and interest as aforesaid, at Stated Maturity or as called for redemption, the Bond Moneys including the full faith and credit of the Village, are hereby irrevocably pledged.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the allocation of the Incremental Taxes and for the collection of the Ad Valorem Property Taxes in an amount sufficient to pay the principal of and interest on the Bonds and for depositing the Incremental Taxes into the Special Tax Allocation Fund, and further, that the Village will properly account for the Bond Moneys and will comply with all of the covenants and maintain the funds and accounts as provided by the Bond Ordinance.

The Bonds coming due on and after December 15, 20__, are subject to redemption prior to maturity on December 15, 20__, and any date thereafter, from any available monies, in whole or in part, and if in part, in such principal amounts and from such maturities as the Village shall determine, at a redemption price of par plus accrued interest to the date fixed for redemption, and as otherwise provided in the Ordinance.

[The Bonds coming due on December 15, 20__, and December 15, 20__, are Term Bonds and are subject to mandatory redemption prior to maturity by operation of the Bond Fund, at a redemption price of par, without premium, plus accrued interest to the date fixed for redemption, on December 15 of the years and in the amounts as follows:

FOR THE 20__ TERM BONDS

YEAR

AMOUNT(\$)

FOR THE 20__ TERM BONDS

YEAR

AMOUNT(\$)

]

This Bond is subject to provisions relating to registration, transfer and exchange and such other terms and provisions relating to security and payment as are set forth in the Ordinance, to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Security for the Bonds. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the Village, without limitation as to rate or amount. The Village hereby further pledges the Incremental Taxes and the amounts on deposit in and to the credit of the various funds and accounts of the Special Tax Allocation Fund to secure the Bonds, together with the interest thereon.

Section 11. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the direct annual taxes for the years and in the amounts as shall be set forth in the Bond Order (the "*Pledged Taxes*" as defined), *provided that* the maximum amount of Pledged Taxes that shall be levied in any one year for the Bonds shall not exceed \$1,625,000. The Pledged Taxes and other moneys on deposit (collectively, the "*Bond Moneys*") in the Bond Fund shall be applied to pay principal of and interest on the Bonds as hereinafter provided.

Interest on or principal of the Bonds coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future

applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided in this Ordinance and deposited into the Bond Fund.

In the event that funds from any other lawful source, including the Incremental Taxes, are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Corporate Authorities shall, by proper proceedings, direct the deposit of such moneys into the Bond Fund and further direct the abatement of such taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks in a timely manner to effect such abatement.

Section 12. Filing with County Clerks. Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the Village Clerk of the Village, and an executed copy of the Bond Order, shall be filed with the County Clerks; and said County Clerks shall in and for each of the years set out in the Bond Order ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years and subject to abatement as provided in Section 11 hereof; and said County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general purposes of the Village; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as provided by law for the levy and collection of taxes for general corporate purposes for said years, without limit as to either rate or amount, and in addition to and in excess of all other taxes.

Section 13. Sale of Bonds. Three of the Designated Officers, acting together, are hereby authorized to proceed, without any further authorization or direction whatsoever from the Corporate Authorities, to sell and deliver the Bonds upon the terms as prescribed in this Section, pursuant to a Bond Order. The Bonds shall be sold and delivered to the Purchaser at the Purchase Price, plus accrued interest to the date of delivery, it being hereby declared that no person holding

any office of the Village either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in the Purchase Contract. Nothing in this Section shall require the Designated Officers to sell any of the Bonds if in their judgment the conditions in the bond markets shall have deteriorated from the time of adoption thereof or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officers may sell the Bonds in more than one series; and, in such event, shall be authorized to change the name of the Bonds for each such series so that such series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each series, respectively, and not as between series. Upon the sale of the Bonds or any series of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Order, Preliminary Official Statement, Official Statement, Purchase Contract and closing documents. The distribution of the Preliminary Official Statement is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. Upon the sale of the Bonds, the Designated Officers shall prepare the Bond Order, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Village and made available to the Corporate Authorities at the next public meeting thereof. The Designated Officers shall also file with the County Clerks the Bond Order or like document

including a statement of taxes. The authority granted in this Ordinance to the Designated Officers to sell Bonds as provided herein shall expire on May 19, 2020.

The Designated Officers are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, said final Official Statement and the Bonds.

Section 14. Creation of Funds and Appropriations; Special Tax Allocation Fund and Accounts and Specific Covenants Related Thereto.

A. There is hereby created the “*Taxable General Obligation Bonds, Series 2019, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon the delivery of the Bonds, and premium, if any, received upon delivery of the Bonds and as set forth in any Bond Order, shall be deposited into the Bond Fund and shall be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The Village hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the Village, as described in the preceding sentence.

C. From the principal proceeds of the Bonds, and from premium, if any, received upon the delivery of the Bonds and as set forth in the Bond Order, the sum necessary, as determined by the Designated Officers, shall be used (i) to pay capitalized interest on the Bonds in the amount not to exceed \$3,025,000 as set forth in the Bond Order and (ii) to pay costs of the Project. The amount of capitalized interest shall be deposited into the Bond Fund. The amount to pay the Project shall be deposited into a separate and segregated account of the Village, hereby created, and to be known as the “2019 Project Fund” (the “Project Fund”). Monies on deposit in and to the credit of the Project Fund shall be disbursed from time to time as needed by the Treasurer, without further official action or direction of the Corporate Authorities, in accordance with normal Village procedures for disbursements of corporate funds for capital projects. Upon the completion of the Project, as certified to the Treasurer by the architect or engineer in responsible charge of the Project, remaining funds, if any, on deposit in and to the credit of the Project Fund shall be transferred by the Treasurer, without further official action of or direction by the Corporate Authorities, to the Bond Fund. Monies on deposit in and to the credit of the Project Fund may be (a) advanced to the Bond Fund in anticipation of the receipt of Pledged Taxes as necessary in order to assure the timely payment of principal of and interest on the Bonds and (b) invested by the Treasurer in any investments lawful under Illinois law for Village funds, each without further official action of or direction by the Corporate Authorities.

D. The amount necessary from the proceeds of the Bonds shall be either used to pay expenses directly at the time of issuance of the Bonds or be deposited into a separate fund for the Bonds, hereby created, designated the “Expense Fund” to be used to pay expenses of issuance of the Bonds. Disbursements from such fund shall be made from time to time as necessary. Moneys not disbursed from the Expense Fund within six (6) months shall be transferred by the Treasurer for deposit into the Project Fund.

E. The Special Tax Allocation Fund is hereby expressly continued. All of the Incremental Taxes, any amounts received from the sale of property acquired or constructed and paid for from proceeds of any borrowing, and any other revenues from any source whatsoever designated to pay principal of, interest on and premium, if any, on the Bonds shall be set aside as collected and be immediately transmitted by the Treasurer for deposit into the Special Tax Allocation Fund which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance. The Bonds are secured by a pledge of all of the Incremental Taxes on deposit in the Special Tax Allocation Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the Village are discharged under this Ordinance.

In accordance with the provisions of the TIF Act, the Incremental Taxes are to be paid to the Treasurer by the officers who collect or receive the Incremental Taxes. Whenever the Treasurer receives any of the Incremental Taxes he or she shall promptly transmit the same for deposit into the Special Tax Allocation Fund. The moneys on deposit in the Special Tax Allocation Fund shall be used solely and only for the purpose of carrying out the terms and conditions of this Ordinance and shall be deposited as hereinafter provided to the following accounts within the Special Tax Allocation Fund:

1. *The Principal and Interest Account.* The Treasurer shall first credit to and deposit the Incremental Taxes into the Principal and Interest Account and, except as hereinafter provided, such moneys shall be used solely and only for the purpose of paying principal of and interest on the Bonds, as the same become due upon maturity, together with any fees in connection therewith. Not later than each December 1, commencing December 1, 2019 unless otherwise set forth in the Bond Order, the Treasurer shall conduct an accounting (an “*Accounting*”) to determine the balance of Incremental Property Taxes

on deposit in and to the credit of the Principal and Interest Account. Such funds as are necessary to meet the Principal Requirement and the Interest Requirement shall then be transferred to the Bond Fund for payment of the Bonds, and to any bond funds created for the payment of Additional Bonds that share ratably and equally in the Incremental Property Taxes with the Bonds.

If, upon any Accounting, there are funds in the Principal and Interest Account in excess of the Principal Requirement and the Interest Requirement, such funds shall first be transferred to the General Account as provided below.

2. *The General Account.* All moneys remaining in the Special Tax Allocation Fund, after crediting the required amounts to the account hereinabove provided for, shall be credited to the General Account. Moneys on deposit in the General Account shall be transferred first, if necessary, to remedy any deficiencies in the Principal and Interest Account and, thereafter, subject to the provisions of any agreement hereafter executed by the Village and relating to the use thereof, shall be used by the Village for one or more of the following purposes, without any priority among them:

- (a) for the purpose of paying any redevelopment project costs for the Main Street/ Washington Street TIF;
- (b) for the purpose of redeeming any of the Bonds or Additional Bonds;
- (c) for the purpose of purchasing any of the Bonds or Additional Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase;
- (d) for the purpose of refunding or pre-paying any of the Bonds or Additional Bonds;
- (e) for the purpose of establishing such reserves, specifically including such debt service reserve or redemption accounts, as may be deemed necessary by the Corporate Authorities, it being the express intent of the Corporate Authorities to reserve unto the Village the right to establish such reserve or reserves in order to

assure that the Ad Valorem Property Taxes may be abated for so long as any of the Bonds shall remain outstanding;

(f) for the purpose of distributing such Incremental Taxes to the taxing districts or municipal corporations having the power to tax real property in the Main Street/ Washington Street TIF in accordance with the TIF Act or to the Village pursuant to any redevelopment agreement;

(g) for the purpose of paying principal of, or premium, if any, or interest on any obligation of the Village issued to pay redevelopment project costs for the Main Street/ Washington Street TIF whether or not secured by a pledge of the monies to the credit of the Special Tax Allocation Fund;

(h) for the purpose of reimbursing the Village for any transfer of general corporate funds of the Village for purposes relating to the redevelopment plan or project approved for the Main Street/ Washington Street TIF, including but not limited to funds disbursed for the payment of fees and expenses related to the Main Street/ Washington Street TIF or funds advanced to abate the Ad Valorem Property Taxes and whether or not such reimbursement occurs in the relevant Bond Year for which such advance was made; or

(i) for any other purpose related to the plan or project approved for the Main Street/ Washington Street TIF pursuant to the TIF Act.

3. *Investments.* The moneys on deposit in the Special Tax Allocation Fund and the various accounts therein may be invested by the Treasurer from time to time in any lawful investments for the Village. With no further official action or direction of the Corporate Authorities any such investments may be sold by the Treasurer from time to time as moneys may be needed for the purposes for which the Special Tax Allocation Fund and such accounts have been created. In addition, the Treasurer shall sell such investments when necessary to remedy any deficiency in the Special Tax Allocation Fund or such accounts created therein. All investment earnings shall be attributed to the account within the Special Tax Allocation Fund for which the investment was made.

4. *Specific Covenants Related to Special Tax Allocation Fund.* The Village covenants and agrees with the registered owners of the Bonds that, so long as any of the Bonds remain outstanding and unpaid:

(a) The Village will pay and discharge, or cause to be paid and discharged, any and all lawful claims which, if unpaid, might become a lien or charge upon the Incremental Taxes or any part thereof, or upon any funds in the Special Tax Allocation Fund, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

(b) The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Main Street/ Washington Street TIF and the Incremental Taxes and will timely file such records and reports with the State as may be required pursuant to the TIF Act.

(c) The Village will cause to be prepared within a reasonable period after the close of each fiscal year of the Village so long as any of the Bonds are outstanding complete audited financial statements with respect to the preceding fiscal year showing the Incremental Taxes received, all disbursements from the funds and accounts created by this Ordinance and the financial condition of the Main Street/ Washington Street TIF, including the balances in all funds and accounts relating to the Main Street/ Washington Street TIF as of the end of such fiscal year. The Village will furnish a copy of such statements to the State and any other information the State shall require as, if and when required under the TIF Act.

(d) The Village will continue to deposit the Incremental Taxes into the Special Tax Allocation Fund. The Village covenants and agrees with the Purchaser and with the registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any

way would adversely affect the ability of the Village to collect the Incremental Taxes. The Village and its officers will comply with the TIF Act and with all present and future applicable laws in order to assure that such taxes may be collected as provided herein and deposited into the Special Tax Allocation Fund.

Section 15. Additional Bonds. The Village reserves the right to issue Additional Bonds without limit from time to time payable from the Incremental Taxes, or any portion of the Incremental Taxes, and any such Additional Bonds shall share ratably and equally in the Incremental Taxes or such portion of the Incremental Taxes with the Bonds.

Section 16. Rights and Duties of Bond Registrar and Paying Agent. If requested by the Bond Registrar or the Paying Agent, or both, any officer of the Village is authorized to execute standard forms of agreements between the Village and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

- (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;
- (b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (e) as to the Bond Registrar, to furnish the Village at least annually a certificate with respect to Bonds canceled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

Section 17. Defeasance. Any Bond or Bonds which (a) are paid and canceled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient funds and Defeasance Obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Pledged Taxes hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not. For purposes of this Section, “*Defeasance Obligations*” means (a) direct and general full faith and credit obligations of the United States Treasury (“*Directs*”), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury.

Section 18. Continuing Disclosure Undertaking. Any Designated Officer is hereby authorized, empowered and directed to execute and deliver a continuing disclosure undertaking (the “*Continuing Disclosure Undertaking*”) in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing

Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 19. Bond Insurance. If any of the Bonds are sold with a commitment from an Insurer to issue a municipal bond or financial guaranty insurance policy (the “*Policy*”), the commitment for the Policy shall be attached to the Bond Order as an Exhibit and shall be specifically incorporated into this Ordinance by this reference. As long as such Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, all as set forth in said commitment.

Section 20. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

ADOPTED: This 19th day of November, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: this 19th day of November, 2019.

President, Village of Oswego,
Kendall and Will Counties, Illinois

ATTEST:

Village Clerk, Village of Oswego,
Kendall and Will Counties, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

CERTIFICATION OF MINUTES AND ADOPTION OF ORDINANCE

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

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 19th day of November, 2019, insofar as the same relates to the adoption of an ordinance, numbered _____, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$17,000,000 Taxable General Obligation Bonds, Series 2019, of the Village of Oswego, Kendall and Will Counties, Illinois, for the purpose of financing public improvements within the Main Street/Washington Street Redevelopment Project Area, providing for the pledge of certain tax increment financing revenues to the payment of the principal and interest on said bonds and the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the execution of a bond order in connection with the sale of said bonds to Robert W. Baird & Co. Incorporated.

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

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting (the “*Agenda*”) was posted at the principal office of the Corporate Authorities and at the location where said meeting was to be held at least 96 hours in advance of holding said meeting; that at least one copy of the Agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that the Agenda described or made reference to said ordinance; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities has complied with all of the provisions of said Act and said Code, except as said Act and said Code are validly superseded by the home rule powers of the Village, and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

I do further certify that I have attached hereto a true, correct and complete copy of the Agenda as so posted.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 19th day of November, 2019

Village Clerk

[SEAL]

[VILLAGE CLERK TO ATTACH AGENDA]

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kendall, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2019, there was filed in my office a properly certified copy of Ordinance Number ____, passed by the President and Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, on the 19th day of November, 2019, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$17,000,000 Taxable General Obligation Bonds, Series 2019, of the Village of Oswego, Kendall and Will Counties, Illinois, for the purpose of financing public improvements within the Main Street/Washington Street Redevelopment Project Area, providing for the pledge of certain tax increment financing revenues to the payment of the principal and interest on said bonds and the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the execution of a bond order in connection with the sale of said bonds to Robert W. Baird & Co. Incorporated.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Will, Illinois, at this ____ day of _____, 2019.

County Clerk of The County of Kendall,
Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Will, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2019, there was filed in my office a properly certified copy of Ordinance Number ____, passed by the President and Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, on the 19th day of November, 2019, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$17,000,000 Taxable General Obligation Bonds, Series 2019, of the Village of Oswego, Kendall and Will Counties, Illinois, for the purpose of financing public improvements within the Main Street/Washington Street Redevelopment Project Area, providing for the pledge of certain tax increment financing revenues to the payment of the principal and interest on said bonds and the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and authorizing the execution of a bond order in connection with the sale of said bonds to Robert W. Baird & Co. Incorporated.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Will, Illinois, at this ____ day of _____, 2019.

County Clerk of The County of Will, Illinois

[SEAL]



AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: November 19, 2019
SUBJECT: Lobbying Services

ACTION REQUESTED:

Lobbying Services:

- 1) Pass the Resolution Authorizing the Execution of an Intergovernmental Agreement between the Village of Oswego, the United City of Yorkville, and the Village of Montgomery; and
- 2) Pass the Resolution Authorizing the Execution of an Agreement for Lobbying Services Between the Village of Oswego and Kasper & Nottage, P.C.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

| Date of Action | Meeting Type | Action Taken |
|----------------|---------------|--|
| 11/13/2018 | Village Board | Passed Resolutions Approving IGA with Yorkville and Lobbyist Contract with Fletcher, O'Brien, Kasper & Nottage, P.C. |

DEPARTMENT: Administration

SUBMITTED BY: Dan Di Santo, Village Administrator

FISCAL IMPACT:

Retainer Agreement cost of \$7,000/month, to be split equally with the United City of Yorkville and the Village of Montgomery (\$2,333.33 each per month). As the lobbying services are intended to secure infrastructure funding, the invoices will be paid through the Village Capital Improvement Fund.

BACKGROUND:

In 2018, the Village of Oswego and the United City of Yorkville partnered to hire a lobbying firm to secure state funding for a Metra commuter rail extension into Kendall County. In 2019 the state

passed its first capital plan in a decade, which included \$100 million in funding to the Regional Transportation Authority for a Kendall County Metra Rail Extension.

DISCUSSION:

Kasper & Nottage, P.C. met the highest possible expectations in the past year by working to secure \$100 million in the state capital bill for the Kendall County Metra extension. Since the capital bill was approved, other communities have attempted to reallocate the funding to projects other than a Kendall County Metra extension. Staff recommends retaining our lobbyists to protect our \$100 million appropriation from these outside entities. In addition, our lobbyists continue to work on other Oswego mega projects including our water source issue and Wolfs Crossing widening project.

This year the Village of Montgomery is considering joining in the intergovernmental agreement (IGA) for lobbyist services and cost sharing. As such, the attached resolution and IGA contemplates a three-way split in costs between Oswego, Yorkville, and Montgomery.

The proposed retainer agreement with Kasper & Nottage is for \$7,000/month (same as last year) and can be cancelled at any time by either party with one day's notice. The Village of Oswego is party to the agreement with Kasper & Nottage, and the proposed IGA with Yorkville and Montgomery would reimburse the Village for two thirds of the monthly cost, meaning each municipality would pay \$2,333.33/month for the lobbying services.

RECOMMENDATION:

Staff recommends passing the Resolution approving an IGA with Yorkville and Montgomery and passing the Resolution approving the agreement with Kasper & Nottage.

ATTACHMENTS:

- 1) Resolution Approving an IGA
- 2) IGA with Yorkville and Montgomery
- 3) Resolution Approving an Agreement
- 4) Agreement with Kasper and Nottage

RESOLUTION NO. 19 - R - __

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF OSWEGO AND THE UNITED CITY OF YORKVILLE AND
THE VILLAGE OF MONTGOMERY**

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

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

WHEREAS, it is in the best interest of the Village of Oswego to execute an Intergovernmental Agreement with the United City of Yorkville and the Village of Montgomery, substantially in the form attached hereto 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. EXECUTION OF AGREEMENT

The Village President and Village Clerk are hereby authorized and directed to execute on behalf of the Village of Oswego the Intergovernmental Agreement between the Village of Oswego and the United City of Yorkville and the Village of Montgomery, substantially in the form attached hereto 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 November 2019.

JAMES MARTER II _____ JUDY SOLLINGER _____

TERRY OLSON _____ LUIS PEREZ _____

PAM PARR _____ BRIAN THOMAS _____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 19th day of November 2019.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

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

CLERK'S CERTIFICATE
(RESOLUTION)

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF OSWEGO, THE UNITED CITY OF YORKVILLE, AND
THE VILLAGE OF MONTGOMERY**

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF OSWEGO, THE UNITED CITY OF YORKVILLE, AND THE
VILLAGE OF MONTGOMERY**

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into as of the effective date provided in Section 15 of this Agreement, by and between the VILLAGE OF OSWEGO, an Illinois municipal corporation (hereafter referred to as “Oswego”), the UNITED CITY OF YORKVILLE, an Illinois municipal corporation (hereafter referred to as “Yorkville”), and THE VILLAGE OF MONTGOMERY (hereafter referred to as “Montgomery”), an Illinois municipal corporation (collectively, “the Parties”).

WITNESSETH:

WHEREAS, the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize and encourage intergovernmental cooperation; and

WHEREAS, the Parties desire to retain the firm of Kasper & Nottage, P.C. to perform governmental affairs services on behalf of the Parties to represent their common interests.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereby agree as follows:

1. Governmental Affairs Services Contract. Oswego will enter into a contract with Kasper & Nottage, P.C. for purposes of Kasper & Nottage, P.C. providing governmental affairs services on behalf of the common interests of the Parties.

2. Cost-Sharing. The Parties agree that they will equally share the cost of all services rendered by Kasper & Nottage, P.C., and each party will be responsible for paying one-third of Kasper & Nottage P.C.’s monthly fee. Each month, Oswego will provide Yorkville and Montgomery with a copy of the Kasper & Nottage, P.C.’s invoice. Yorkville and Montgomery will remit payment to Oswego within 30 days of receiving a copy of the invoice.

3. Term and Termination. This Agreement shall commence on the date set forth in Paragraph 15 and shall continue in full force and effect until terminated. Either party may terminate this Agreement at any time by providing the other party with at least one (1) day prior written notice of such termination. In addition, the parties may terminate this Agreement by written mutual consent and agreement. Each party will be responsible for payment of their share of fees accrued prior to termination.

4. Notices. All notices concerning this Agreement shall be in writing and addressed to the other party as follows:

If to Oswego: Village of Oswego
Attn: Village Administrator
100 Parkers Mill
Oswego, Illinois 60543

If to Yorkville: United City of Yorkville
Attn: City Administrator
800 Game Farm Road
Yorkville, IL 60560

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

Unless otherwise provided herein, notices shall be hand delivered, or sent by registered or certified U.S. mail postage prepaid, by commercial overnight delivery service, or transmitted by facsimile. Notices shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, on the day after being sent when sent by overnight delivery service, and on the second business day after deposit in the mail when sent by U.S. mail. A party may change its designated recipient or address for notification purposes by giving the other parties written notice of the new designated recipient or address.

5. Time of Essence. Time is of the essence and all provisions of this Agreement herein relating thereto shall be strictly construed.

6. Preambles and Exhibits. The preambles and exhibits to this Agreement are hereby incorporated as if set forth fully herein.

7. Captions. The captions of this Agreement are for convenience only and are not to be construed as part of the Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

8. Entire Agreement. This Agreement sets forth all of the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supercedes all previous communications or understandings whether oral or written.

9. Amendments Must be in Writing. The covenants, terms or conditions of this Agreement to be kept and performed by either party, shall not be altered, waived, modified or abandoned except by a written instrument, duly signed, acknowledged and delivered by authorized representatives of the Parties.

10. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. No Assignment and Successors. No party may assign any rights or duties under this Agreement without the prior written consent of the other parties. This Agreement shall be binding upon the successors of the Parties' respective governing boards.

12. Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.

13. Compliance with Laws. The Parties shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same Agreement.

15. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties sign, as set forth below, the signature of their duly authorized representative.

IN WITNESS WHEREOF, authorized representatives of Oswego, Yorkville, and Montgomery have executed this Agreement:

VILLAGE OF OSWEGO

UNITED CITY OF YORKVILLE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

VILLAGE OF MONTGOMERY

By: _____

Title: _____

Date: _____

Kasper & Nottage, P.C.
Government and Public Affairs Consulting

Michael J. Kasper
Courtney C. Nottage
Attorneys/Consultants

222 Merchandise Mart Plaza
Post Office Box 3590
Chicago, Illinois 60654-3590
312.704.3297

David M. Dring
Government/Public Affairs Consultant

November 6, 2019

VIA EMAIL: ddisanto@oswegoil.org

Mr. Daniel Di Santo
Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

Dear Mr. Di Santo:

I hereby propose this engagement letter and retainer agreement between Kasper & Nottage, P.C. ("KN") and Village of Oswego ("Village"). KN proposes and, upon the acceptance by the Village of this proposal, agrees to provide the Village, with lobbying services ("services") as described herein.

Term: This Agreement will commence on December 1, 2019 and continue until November 30, 2020.

Scope of Services: KN shall lobby, as defined in the Illinois Lobbyist Registration Act (25 ILCS 170/2(e)), legislative issues on behalf of the Village.

Compensation: For these services, the Village, shall pay KN a monthly retainer fee of \$7,000 per month. The first installment for December 2019 will be payable upon execution of the Agreement, followed by monthly installments beginning January 1, 2020. KN shall invoice the Village separately for each installment on the first day of each month.

KN shall not bill the Village for expenses incurred in the ordinary course of business, such as telephone, facsimile, overnight delivery or photocopying. KN shall not bill the Village for travel expenses incurred within the State of Illinois. However, the Village, will reimburse KN for reasonable out-of-state travel costs made at the Village's request.

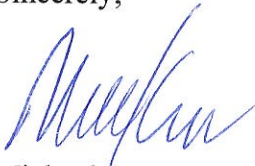
Kasper & Nottage, P.C.

Mr. Daniel Di Santo
November 6, 2019
Page 2 of 2

Termination of Agreement: Either party may terminate this Agreement for any reason at any time upon one (1) day written notice. Upon termination, the Village shall pay a pro-rata share of any outstanding fees to KN as of the time of termination.

If this agreement is satisfactory, please sign, date and return an original to me. If you have any questions, please do not hesitate to call.

Sincerely,



Michael J. Kasper

Retainer Agreement Accepted:

By: _____
Village of Oswego

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 19 - R - __

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
LOBBYING SERVICES
BETWEEN THE VILLAGE OF OSWEGO AND
KASPER & NOTTAGE, P.C.**

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

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

WHEREAS, it is in the best interest of the Village of Oswego to execute an Agreement for Lobbying Services with Kasper & Nottage, P.C., substantially in the form attached hereto 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. EXECUTION OF AGREEMENT

The Village President and Village Clerk are hereby authorized and directed to execute on behalf of the Village of Oswego the Agreement for Lobbying Services between the Village of Oswego and Kasper & Nottage, P.C., substantially in the form attached hereto 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 November 2019.

JAMES MARTER II _____

JUDY SOLLINGER _____

TERRY OLSON _____

LUIS PEREZ _____

PAM PARR _____

BRIAN THOMAS _____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 19th day of November 2019.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

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

CLERK'S CERTIFICATE
(RESOLUTION)

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
LOBBYING SERVICES
BETWEEN THE VILLAGE OF OSWEGO AND
KASPER & NOTTAGE, P.C.**

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: November 19, 2019

SUBJECT: Sale of Old Police Station

ACTION REQUESTED:

Approve the Resolution Approving the Contract for Sale of 3.55 Acres of Land (Old Police Station) to Property Concepts, Inc.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

| Date of Action | Meeting Type | Action Taken |
|----------------|---------------|--|
| 2/20/18 | Village Board | Passed Resolution Entering into a Sale Listing Agreement with CBRE |
| 3/5/19 | Village Board | Passed Resolution Extending the Sale Listing Agreement with CBRE |

DEPARTMENT: Administration

SUBMITTED BY: Dan Di Santo, Village Administrator

FISCAL IMPACT:

Sale price of \$800,000.

BACKGROUND:

The Village of Oswego constructed a new Police Headquarters facility at 3355 Woolley Road and vacated the former Police Station at 3525 Rt. 34 in October 2018. Since February 2018, the old Police Station has been listed for sale through CBRE.

DISCUSSION:

Property Concepts, Inc. has offered to purchase the old Police Station for \$800,000, contingent upon the buyer seeking and obtaining rezoning of the property to B-2 Commercial Shopping District, as well as a zoning variance for parking requirements. As such, the buyer will have to apply for rezoning and a parking variance, attend a public hearing with the Planning and Zoning Commission, and receive Village Board approval on the requests prior to closing.

RECOMMENDATION:

Approve the Resolution Approving the Contract for Sale of 3.55 Acres of Land (Old Police Station) to Property Concepts, Inc.

ATTACHMENTS:

1. Resolution
2. Contract

RESOLUTION NO. 19 - R - ____

**RESOLUTION APPROVING THE CONTRACT FOR SALE
OF 3.55 ACRES OF LAND (OLD POLICE STATION) TO
PROPERTY CONCEPTS INC.**

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 owns 3.55 acres of land at 3525 Route 34, Oswego, Kendall County, Illinois, with a Permanent Index Number (P.I.N.) of 03-09-400-002, (“Property”) on which site the Village previously operated its police department; and

WHEREAS, the Property has remained unoccupied since the Village’s police department relocated to a new facility in October 2018; and

WHEREAS, the Village has the power pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code to authorize by resolution the sale of surplus real estate; and

WHEREAS, the Village finds and determines that the Village no longer needs to retain ownership of the above referenced Property and that the Property is surplus to the Village’s needs; and

WHEREAS, the Village listed the Property for sale with CBRE, which shall receive compensation in the amount of 6% of the fair market value, payable at the transfer of title; and

WHEREAS, Property Concepts Inc. (“Buyer”) has submitted an offer to purchase the Property for \$800,000.00; and

WHEREAS, the Buyer’s offer is greater than 80% of the appraised value of the Property, as determined by a written certified appraisal conducted by a state certified or licensed real estate appraiser hired by the Village; and

WHEREAS, the Buyer's offer is conditioned on the Buyer seeking and obtaining rezoning of the Property from its current special use to B-2 Community Shopping District, as well as a zoning variance for parking requirements; and

WHEREAS, the Village finds and determines it is in the best interest of the Village and its residents to sell the Property as permitted by law.

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

The recitals set forth above are true and correct, and are incorporated here by reference.

SECTION 2. DECLARATIONS

The Board declares the Property as referenced above to be surplus of the Village's needs, and the Property should be sold pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code.

SECTION 3. SALE CONTRACT

The Village has negotiated the sale of the Property as referenced above at the price of \$800,000.00, subject to the terms and contingencies contained in the Commercial Sales Contract ("Contract"), substantially in the form attached as "Exhibit A."

SECTION 4. CONTRACT EXECUTION

The Village President, Village Administrator, and Village's legal counsel are hereby authorized and directed to complete the negotiations and details of the sale of the property, and to execute any contract for the sale of the Property and any and all documents at closing necessary and in furtherance of the sale of the Property pursuant to law and this resolution.

SECTION 5. LEGAL COMPLIANCE

The Village President and the Village’s legal counsel shall ensure compliance with the law, including but not limited to the following terms:

- A. The written certified appraisal conducted by a state certified or licensed real estate appraiser, as employed by the Village to determine the value of the Property, shall be made available for public inspection;
- B. The Village shall publish or cause to be published this Resolution in a newspaper of general circulation and published in the Village as soon as practical after its adoption.

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

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

| | | | |
|--------------|-------|----------------|-------|
| JAMES MARTER | _____ | LUIS PEREZ | _____ |
| TERRY OLSON | _____ | JUDY SOLLINGER | _____ |
| PAM PARR | _____ | BRIAN THOMAS | _____ |

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ____ day of ____ 2019.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

DRAFT

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) 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 NO. 19 - R - ____

**RESOLUTION APPROVING THE CONTRACT FOR SALE
OF 3.55 ACRES OF LAND (OLD POLICE STATION) TO
PROPERTY CONCEPTS INC.**

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

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

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



MAINSTREET ORGANIZATION OF REALTORS®
COMMERCIAL SALES CONTRACT



1 FROM: (Buyer) Property Concepts Inc. or Nominee
2 (Name)
3 TO: (Seller) Village of Oswego DATE: November 7, 2019
4 (Name)

5 OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:
6 3525 Route 34 Oswego Kemdall Illinois 60543
7 Street City County State Zip

8 lot size approximately 3.55 acres, Permanent Index No. 03-09-400-002, together with
9 improvements thereon.

10 **INCLUSIONS:** The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located
11 on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator
12 covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings;
13 planted vegetation; smoke detectors; as well as the following specific items:
14 Diesel electric generator

15
16 ~~EXCLUSIONS: The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:~~
17
18

19 Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it
20 performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

21 1. PURCHASE PRICE: Purchase Price of \$ 800,000.00 shall be paid as follows: Initial Earnest Money of
22 \$ 30,000.00 shall be tendered to Escrowee on or before 5 day(s) after Date of Acceptance. Additional Earnest Money of
23 \$ _____ shall be tendered by _____, 20_____. Earnest Money shall be held in trust for the mutual benefit of the Parties by
24 [check one]: Seller's Brokerage; Buyer's Brokerage; As otherwise agreed by the Parties, as "Escrowee".

25 The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by
26 Certified, Cashier's, Mortgagee Lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance
27 company).

28 2. CLOSING: Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on
29 see Rider A, 20_____, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in
30 trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate
31 taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public
32 and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; ~~existing leases or tenancies; the mortgage or trust~~
33 ~~deed if any, that may be assumed by Buyer as part of this transaction.~~ However, Special Assessments, if any, for improvements not yet completed
34 shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or ~~Seller's attorney's office~~ as agreed or in escrow
35 with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will
36 pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers'
37 liens at closing.

38 3. ~~FINANCING: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 28 a) OR Paragraph 28 b) MUST BE~~
39 ~~USED. If any portion of Paragraph 28 is used, the provisions of this Paragraph 3 are NOT APPLICABLE.~~ This contract is contingent upon the
40 ability of Buyer to secure within _____ days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be
41 secured by a mortgage or trust deed on the Real Estate in the amount of \$ _____, or such lesser amount as Buyer shall
42 accept, with a fixed or initial interest rate (delete one) not to exceed _____%, said loan to be amortized over a minimum of _____ years,
43 with a loan service charge not to exceed _____%. Seller and Buyer shall execute all documents and provide all information so that Buyer's
44 lender can issue its commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage
45 loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED
46 WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO
47 HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE
48 COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's option, within 10 business days after Seller's receipt of
49 said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Buyer upon substantially the same terms for
50 the mortgage loan contemplated herein with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to
51 furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage
52 commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this
53 contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer. **This Contract shall**
54 ~~not be contingent upon the sale and/or closing of any existing real estate.~~

55 4. PRORATIONS: Prorable items shall include, without limitation, Real Estate taxes based on _____% of most recent ascertainable taxes;
56 assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area tax for the year of closing only;
57 Condominium Association fees, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of
58 possession. The Parties hereto agree to re-prorate any unbilled real estate tax bill prior to the date of Closing.

59 5. POSSESSION: Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in writing.

Buyer Initial ack Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____
(Page 1 of 5) 6.2017 - © MAINSTREET ORGANIZATION OF REALTORS®

- 60 6. ATTORNEY REVIEW: Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by Notice, may:
- 61 (a) Approve this Contract; or
- 62 (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money
- 63 refunded to the buyer upon written direction as required by law; or
- 64 (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not
- 65 reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving
- 66 Notice, whereupon this Contract shall be null and void and earnest money refunded to the buyer upon written direction as required by law;
- 67 or
- 68 (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void
- 69 and this Contract shall remain in full force and effect.

70 Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time specified

71 herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

72 7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT: This contract is contingent upon approval by Buyer of the condition of the Real

73 Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within ____

74 60 business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real

75 Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served

76 within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.

77 8. DISCLOSURE: Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to the condition,

78 use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing surveys, title policies

79 and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be required by

80 applicable disclosure laws in the jurisdiction the property is located. Seller shall also cooperate with Buyer to secure whatever environmental site

81 assessment Buyer or Buyer's lender deems necessary or appropriate.

82 9. CONDOMINIUM/Common Interest Associations: ~~(If applicable) The Parties agree that the terms contained in this paragraph,~~

83 ~~which may be contrary to other terms of this Contract, shall supersede any conflicting terms.~~

- 84 (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of
- 85 Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements
- 86 established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall
- 87 rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of
- 88 general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
- 89 (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the
- 90 Date of Acceptance.
- 91 (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois
- 92 Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be
- 93 able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the
- 94 Declaration of Condominium/Covenants, Conditions and Restrictions within the time established by the Declaration of
- 95 Condominium/Covenants, Conditions and Restrictions. In the event the Condominium Association requires personal appearance of Buyer
- 96 and/or additional documentation, Buyer agrees to comply with same.
- 97 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing
- 98 rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's
- 99 use of the premises or would result in increased financial obligations unacceptable to Buyer in connection with owning the Real Estate,
- 100 then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of
- 101 the documents and information required by Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If
- 102 written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract
- 103 shall remain in full force and effect.
- 104 (e) Seller shall not be obligated to provide a condominium survey.
- 105 ~~(f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgage, if any) as an insured.~~

106 10. SELLER REPRESENTATION: Seller represents that Seller has not received written notice from any Governmental body or Owner

107 Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending

108 condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real

109 Estate. Seller represents, however, that, in the case of a special assessment and/or Special Service Area, the following applies:

- 110 1. There ~~[check one]~~ is is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after
- 111 date of Closing.
- 112 2. The Real Estate ~~[check one]~~ is is not located within a Special Service Area, payments for which will not be the obligation of Seller
- 113 after date of Closing.

114 ~~If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not acceptable to~~

115 ~~Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to declare this Contract null and~~

116 ~~void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is~~

117 ~~later), Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Seller further represents that~~

118 Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the

119 Real Estate or any improvements for which the required permits were not obtained. Seller represents that there have been no improvements to the

120 Real Estate which are not either included in full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the

121 contrary contained in this contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and

122 plumbing fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and will

123 be so at the time of closing.

124 Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the

125 Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: _____

Buyer Initial ack Buyer Initial _____ Seller Initial _____ Seller Initial _____

Address _____

(Page 2 of 5) 6.2017- © MAINSTREET ORGANIZATION OF REALTORS®

126 _____, and that the
127 Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not
128 located within any designated legislative "superfund" area, except for: _____
129 _____

130 Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code violations which
131 exists on the date of this contract from any city, village, or other governmental authority.

132 ~~11. LEASES: Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this contract without~~
133 ~~the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the possession of Seller, including interest~~
134 ~~earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver assignments of leases and Rent Roll to Buyer at~~
135 ~~the time of closing. Seller shall deliver to Buyer, within five (5) business days after the Date of Acceptance, true and correct copies of all leases,~~
136 ~~schedule of expenses, survey, and real estate taxes; this contract is subject to Buyer's review and approval of same within ten (10) business days from~~
137 ~~Date of Acceptance. If written notice of Buyer's disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall~~
138 ~~be deemed waived by the Buyer and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates~~
139 ~~prior to closing.~~

140 12. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and
141 sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of
142 the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of
143 Acceptance, subject only to items listed in Paragraph 2. The requirement of providing extended coverage shall not apply if the Real Estate is vacant
144 land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject
145 only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments
146 which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure
147 against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured
148 over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite
149 or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary
150 forms required for issuance of an ALTA 2006 Insurance Policy. ~~or terminate contract and receive earnest money refund.~~

151 13. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal
152 remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-
153 Prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest money unless Escrowee has been provided
154 written agreement from Seller and Buyer. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time,
155 Escrowee may deposit funds with the Clerk of the Circuit Court by the filing of an action in the nature of interpleader. Escrowee shall be reimbursed
156 from the earnest money for all costs, including reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall
157 indemnify and hold Escrowee harmless from any and all conflicting claims and demands arising under this paragraph.

158 14. NOTICE: All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a
159 multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:
160 (a) By personal delivery of such Notice: or
161 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as
162 otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
163 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice
164 transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-business hours, the
165 effective date and time of Notice is the first hour of the next Business Day after transmission; or
166 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted
167 shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the
168 transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-
169 business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
170 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the
171 overnight delivery company.

172 15. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as
173 8:00 A.M. to 6:00 P.M. Chicago time.

174 16. FACSIMILE: Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

175 17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If, prior to delivery of the deed, the Real Estate shall be destroyed or materially
176 damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either terminating this Contract
177 (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the condemnation
178 award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer
179 at closing. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of
180 the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

181 18. PLAT OF SURVEY: Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer, Buyer's lender (if
182 any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land surveyor showing the location of
183 the improvements thereon (including fences separating the Real Estate from adjoining properties) and showing all encroachments, if any. If the
184 survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of
185 Buyer against loss resulting from such improper locations or encroachment, Buyer may, at his option, declare this contract to be null and void.
186 Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of
187 any later date survey which may be required by Buyer's lender or desired by Buyer.

188 19. BILL OF SALE: All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without warranty of
189 merchantability or fitness for particular purpose.

| | | | |
|---|---------------------|----------------------|----------------------|
| Buyer Initial <u>ACK</u> | Buyer Initial _____ | Seller Initial _____ | Seller Initial _____ |
| Address _____ | | | |
| Page 3 of 5 6.2017 - © MAINSTREET ORGANIZATION OF REALTORS® | | | |

190 20. **CLEAN CONDITION:** Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right
 191 to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in
 192 substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.

193 21. **MUNICIPAL ORDINANCES:** Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein
 194 for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of compliance with such ordinances. Transfer
 195 taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

196 22. **SPECIAL FLOOD HAZARD AREA:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a
 197 special flood hazard area which requires Buyer to carry flood insurance. **If written notice of the option to declare this Contract null and void is**
 198 **not given to Seller within ten (10) Business Days after Date of Acceptance or within the term specified in Paragraph 3 (whichever is later),**
 199 **Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**

200 23. **TAX LAW COMPLIANCE:** Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as required by law.
 201 This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980 and
 202 all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all documents and take or cause to be taken all actions
 203 necessary in order that Buyer shall have no liability, either actual or potential, under the Act. Parties are cautioned that the Real Estate may be
 204 situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes
 205 required by municipal ordinance shall be paid by the party designated in such ordinance.

206 24. **CAPTIONS:** Captions are not intended to limit the terms contained after said caption and are not part of the contract.

207 ~~25. **TAX-DEFERRED EXCHANGE:** Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall~~
 208 ~~execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code,~~
 209 ~~as amended from time to time.~~

210 **Optional Provisions (Applicable ONLY if Initialed by All Parties)**

211 26. _____ **CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to
 212 _____ (Licensee) acting as a Dual Agent in providing brokerage services on their
 213 behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract

214 27. _____ RIDERS: The terms of Rider(s) A attached
 215 hereto are made a part hereof.

216 28. _____ **TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE**
 217 **OPTIONS IS SELECTED, THE PROVISIONS OF THE FINANCING PARAGRAPH 3 SHALL NOT APPLY [CHOOSE ONLY ONE]:**

218 a) _____ **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing, in the form of "Good Funds"
 219 the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above.
 220 Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to
 221 verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's
 222 attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Buyer understands and agrees that, so
 223 long as Seller has fully complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller, whether intentional
 224 or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The
 225 Parties shall share the title company escrow closing fee equally.

226 b) ~~_____ **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the form of "Good Funds" the~~
 227 ~~difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 1 above.~~
 228 ~~Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to~~
 229 ~~verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller's~~
 230 ~~attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation,~~
 231 ~~Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not~~
 232 ~~limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or minus prorations) to close this transaction.~~
 233 ~~Such cooperation shall include the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall**~~
 234 ~~**NOT be contingent upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's~~
 235 ~~obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the~~
 236 ~~balance due from Buyer at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.~~

| | | | |
|--|---------------------|----------------------|----------------------|
| Buyer Initial <u>A.C.K.</u> | Buyer Initial _____ | Seller Initial _____ | Seller Initial _____ |
| Address _____ | | | |
| (Page 4 of 5) 6.2017- © MAINSTREET ORGANIZATION OF REALTORS® | | | |

237 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND
238 DELIVERED TO THE PARTIES OR THEIR AGENTS.

239 November 7, 2019

240 Date of Offer

241 Angelo C. Kleronomos

242 Buyer Signature

243 _____

244 Buyer Signature

245 _____

246 Print Buyer(s) Name(s) [Required]

247 Property Concepts Inc.

248 Corporation/Limited Liability Corporation (LLC)

249 Angelo C. Kleronomos

250 By - Print Name

251 2679 Rt. 34

252 Address

253 Oswego IL 60543

254 City State Zip

255 (630) 554-6000 ack@propertyconceptsinc.com

256 Phone E-mail

DATE OF ACCEPTANCE

Seller Signature

Seller Signature

Print Seller(s) Name(s) [Required]

Corporation/Limited Liability Corporation (LLC)

By - Print Name

Address

City State Zip

Phone E-mail

257 **FOR INFORMATION ONLY**

258 Selling Office MLS #

261 Buyer's Designated Agent MLS #

263 Phone Fax

265 E-mail

267 Buyer's Attorney E-mail

268 Dean J. Kleronomos djk@lawoswego.com

269 Phone Fax

270 (630) 554-1920 (630) 554-1682

271 Mortgage Company Phone/Fax

Listing Office MLS #

Listing Designated Agent MLS #

Phone Fax

E-mail

Seller's Attorney E-mail

Phone Fax

Management Co./Other Contact Phone/Fax

272 *This Contract Approved by the DuPage County Bar Association.*

273 **Seller Rejection:** This offer was presented to Seller on _____, 20__ at ____:____ AM/PM
274 and rejected on _____, 20__ at ____:____ AM/PM _____ (Seller Initials).

Buyer Initial ACK Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address _____
(Page 5 of 5) 6.2017- © MAINSTREET ORGANIZATION OF REALTORS*

RIDER A
TO MAINSTREET ORGANIZATION OF REALTORS
COMMERCIAL SALES CONTRACT

This Rider made and entered into by and between the Village of Oswego, an Illinois body Politic, hereinafter referred to as "Seller", and Property Concepts, Inc. an Illinois corporation, or its Nominee, hereinafter referred to as "Purchaser," for the police station building and surrounding land located at 3525 Route 34, Oswego, Illinois 60543 (hereinafter the "Property"), WITNESSETH:

1. To the extent that the terms of this Rider are inconsistent with the terms of the Mainstreet Organization of Realtors Commercial Sales Contract, hereinafter referred to as "Contract," dated _____ and executed by the above parties, the terms of this Rider shall control.
2. Title Insurance Commitment & Owner's Policy. The Seller shall deliver the required title commitment for the Property within fourteen (14) days of the date of Contract execution and acceptance. Said title commitment shall include the following endorsements: Zoning 3.1 w. parking, access, extended coverage, and gap coverage. The cost of the Owner's Policy and all endorsements shall be paid by the Seller.
3. Plat of Survey. The Plat of Survey to be provided by Seller shall be prepared in accordance with ALTA-NSPS minimum land survey standards (including Table A Items numbers 1, 2, 3, 4, 6, 7(a), 8, 9, and 11). The Plat of Survey shall be delivered to the Purchaser within thirty (30) days of the date of Contract execution and acceptance.
4. Due Diligence Period. This Contract is expressly contingent upon Purchaser's determination within Sixty (60) business days after the date of written execution and acceptance of this Contract by Seller, (the "Due Diligence Period"), that the results of the Purchaser's tests, architectural, engineering, environmental & market studies, any other inspections, studies or tests required by Purchaser, in Purchaser's sole and absolute judgment, are acceptable to Purchaser and that that the Property is feasible and satisfactory for Purchaser's intended uses. This Contract shall terminate at Purchaser's option if Purchaser gives written notice to Seller within the Due Diligence Period that the Property, for any reason, is not satisfactory for Purchaser's intended uses. If such notice is given, the earnest money shall be immediately returned to Purchaser, and the parties shall have no further liabilities or obligations with respect to each other. Failure of Purchaser to give such notice shall be deemed a waiver of this contingency, and this Contract shall remain in full force and effect, subject to all other contingencies of the Contract and the Rider.
5. Village Approvals. This Contract is expressly contingent upon the Village rezoning the Property to B-2 Business with a variance as to the applicable parking requirements so that the existing parking ratio at the Property shall be approved for B-2 use (the "Village Approvals"). The date which the Zoning Amendment and Ordinances as to the Village Approvals is approved by the Village Board shall be deemed the "Village Approval Date". If such Village Approvals are not provided by May 1, 2020, the Purchaser shall have the following options, in Purchaser's discretion.
 - A. To extend this time period to allow the Seller additional time to obtain the Village Approvals.
 - B. Notify the Seller that it intends to close on the Property without such Village Approvals.
 - C. Terminate the Contract in which case the earnest money and all interest accrued thereon shall be immediately paid to Purchaser and the parties shall have no further liabilities or obligations with respect to each other.
6. Closing Date. The closing date shall be the date which is twenty (20) business days after the Village Approval Date or February 1, 2020, whichever is later. The closing shall take place at the title company office situated nearest the property or as agreed to by the parties.

7. Closing Escrow. As this is a cash transaction, the title company escrow closing and deed in money escrow closing fees shall be shared equally by the parties.
8. Leases. The Property shall be vacant on the date of closing and not subject to any leases.
9. Default. If the Contract is breached by Seller or terminated without Purchaser's fault, the Earnest Money and all accrued interest thereon shall be returned to Purchaser, and Purchaser shall then be entitled to any and all remedies available at law or equity, including specific performance. If this Contract is breached by Purchaser, then the Earnest Money and all accrued interest thereon shall be paid to Seller as liquidated damages as Seller's sole and exclusive remedy for all claims arising out of this Contract other than those for which Purchaser has indemnified Seller under the terms of Paragraph 7 of the Contract. The prevailing party in any litigation resulting from this contract shall be entitled to collect reasonable attorney's fees and costs from the losing party as ordered by a court of competent jurisdiction.
10. Broker Commission. The Purchaser is not represented by a Real Estate Broker. The Seller shall be responsible to pay any commission due its listing broker and or any other brokers retained by the Seller.

Date: _____

Village of Oswego

Property Concepts, Inc.

By: _____
Village President

By: 
Angelo C. Kleronomos, president

Proclamation

The Village of Oswego, Illinois
Founded in 1833

DECEMBER DRUNK AND DRUGGED DRIVING PREVENTION MONTH (3-D)

WHEREAS, motor vehicle crashes killed 1031 people in Illinois during 2018; and

WHEREAS, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

WHEREAS, for thousands of families across the state and nation, holidays are a time to remember loved ones lost; and

WHEREAS, organizations across the state and the nation have joined together with the Drive Sober or Get Pulled Over and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and

WHEREAS, the Village of Oswego is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in that effort to make our roads and streets safer; and

NOW, THEREFORE, I, Troy Parlier, President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, proclaim the month of December 2019 as

DRUNK AND DRUGGED DRIVING (3-D) PREVENTION MONTH

in the Village of Oswego and call upon all citizens, government agencies, business leaders, hospitals and healthcare providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 19th day of November 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

Proclamation

The Village of Oswego, Illinois
Founded in 1833

Small Business Saturday

WHEREAS, the government of Oswego, IL celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 30.7 million small businesses in the United States, they represent 99.7 percent of all firms with paid employees in the United States, are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

WHEREAS, small businesses employ 47.3 percent of the employees in the private sector in the United States; and

WHEREAS, 94% of consumers in the United States value the contributions small businesses make in their community; and

WHEREAS, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

WHEREAS, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

WHEREAS, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

WHEREAS Oswego, IL supports our local businesses that create jobs, boost our local economy and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I Troy Parlier, Village President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby proclaim **November 30, 2019** as

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 19th day of November 2019.

Troy Parlier, Village President

ATTEST:

Tina Touchette, Village Clerk