

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2023

Name of Redevelopment Project Area:

Main Street & Washington Street Redevelopment Project Area

Primary Use of Redevelopment Project Area*: Combination/Mixed
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.
If "Combination/Mixed" List Component Types: Residential & Commercial
Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one): Tax Increment Allocation Redevelopment Act <input checked="" type="checkbox"/> Industrial Jobs Recovery Law

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, <u>chosen by the municipality</u> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; <u>and actual debt service</u> . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M).	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2023

Name of Redevelopment Project Area:

Main Street & Washington Street Redevelopment Project Area

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 780,597

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 1,033,412	\$ 1,512,028	6%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 30,955	\$ 100,611	0%
Land/Building Sale Proceeds			0%
Bond Proceeds		\$ 14,585,000	54%
Transfers from Municipal Sources	\$ 201,503	\$ 10,666,167	40%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)		\$ 124,232	0%

All Amount Deposited in Special Tax Allocation Fund \$ 1,265,870

Cumulative Total Revenues/Cash Receipts \$ 26,988,038 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 201,054

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements \$ 201,054

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 1,064,817

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* \$ 1,845,414

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

FY 2023

Name of Redevelopment Project Area:

Main Street & Washington Street Redevelopment Project Area

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Legal	20,036	
TIF Consultant	2,013	
Professional Services	6,516	
		\$ 28,565
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the construction of public works or improvements.		
		\$ -

SECTION 3.2 A
PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
		\$ -
10. Capital costs.		
Speakers for Downtown	62,824	
Downtown Traffic Signals	65,992	
Adams & Van Buren Watermain	43,673	
		\$ 172,489
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -

SECTION 3.2 A
PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 201,054

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2023

Name of Redevelopment Project Area:

Main Street & Washington Street Redevelopment Project Area

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X

Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2023

Name of Redevelopment Project Area:

Main Street & Washington Street Redevelopment Project Area

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of ALL activities undertaken in furtherance of the objectives of the redevelopment plan:	4
2b. The total number of NEW projects undertaken by the municipality in fiscal year 2022 and any fiscal year thereafter, within the Redevelopment Project area, if any.	0

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 40,974,059	\$ 4,129,507	\$ 4,200,000
Public Investment Undertaken	\$ 3,247,997	\$ 660,000	\$ 700,000
Ratio of Private/Public Investment	12 8/13		6

Project 1 Name: Block 11/Public Improvements

Private Investment Undertaken (See Instructions)	\$ 3,156,987	\$ 1,000,000	\$ 1,000,000
Public Investment Undertaken	\$ 1,560,028		
Ratio of Private/Public Investment	2 1/42		0

Project 2 Name: Block 4&5 Reserve at Hudson Crossing

Private Investment Undertaken (See Instructions)	\$ 37,813,072	\$ 3,129,507	\$ 3,200,000
Public Investment Undertaken	\$ 1,560,028	\$ 660,000	\$ 700,000
Ratio of Private/Public Investment	24 16/67		4 4/7

Project 3 Name: 63 W Washington

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 120,219		
Ratio of Private/Public Investment	0		0

Project 4 Name: 65 W Washington

Private Investment Undertaken (See Instructions)	\$ 4,000		
Public Investment Undertaken	\$ 7,722		
Ratio of Private/Public Investment	43/83		0

Project 5 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2023

Name of Redevelopment Project Area:

Main Street & Washington Street Redevelopment Project Area

Provide a general description of the redevelopment project area using only major boundaries.

Land parcels bounded by Adams Street, Washington Street, Harrison Street and Waubonsee Creek.

Optional Documents	Enclosed
Legal description of redevelopment project area	Filed in 2017
Map of District	Filed in 2017

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2023

Name of Redevelopment Project Area:

Main Street & Washington Street Redevelopment Project Area

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.

Year of Designation	Base EAV	Reporting Fiscal Year EAV
2016	\$ 7,055,186	19,857,995

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

X **Indicate an 'X' if the overlapping taxing districts did not receive a surplus.**

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
Oswego Community Unit District #308	\$ -
Yorkville Community Unit District #115	\$ -
Kendall County	\$ -
Kendall County Forest Preserve	\$ -
Waubonsee Community College #516	\$ -
Oswegoland Park District	\$ -
Oswego Public Library District	\$ -
Will County	\$ -
Oswego Fire Protection District	\$ -
Oswego Township	\$ -
Oswego Road District	\$ -
	\$ -
	\$ -



100 Parkers Mill • Oswego, IL. 60543 • (630) 554-3618 • Fax: (630) 554-3306
Website: www.oswegoil.org

November 7, 2023

The Honorable Susan A. Mendoza
James R. Thompson Center
100 W. Randolph Street, Suite 15-500
Chicago, Illinois 60601

Dear Ms. Mendoza,

I, Ryan Kauffman, the duly elected Chief Executive Officer of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby certify that to the best of my knowledge, the Village of Oswego complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act (65 ILCS 5/11-74.4-1, *et seq.*) during the fiscal year that ended on April 30, 2023.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Kauffman', is written over a horizontal line.

Ryan Kauffman
Village President
Village of Oswego



A Professional Corporation
140 South Dearborn Street, Suite 600
Chicago, IL 60603
www.ancelglink.com

Gregory W. Jones
gjones@ancelglink.com
(P) 312.604.9195
(F) 312.782.0943

November 8, 2023

Via: Electronic Mail (alamberg@oswegoil.org)

Ms. Andrea Lamberg
Finance Director
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

**Re: FY 2023 Legal Counsel TIF Compliance Opinion Letter –
Washington Street / Main Street Redevelopment Project Area**

Dear Andrea,

We completed our legal review of the Village of Oswego's ("Village") activities related to the Washington Street / Main Street Redevelopment Project Area ("TIF") for the fiscal year that ended on April 30, 2023, as required by Tax Increment Allocation Redevelopment Act ("Act") Section 11-74.4-5(d). During the 2023 fiscal year, the Village incurred certain eligible expenses in the TIF, including capital improvement costs and professional services costs.

The Village has assembled the information required by Act Section 11-74.4-5(d) for the TIF and will distribute the information to the State Comptroller's Office and the taxing districts that levy taxes against properties located within the TIF. Further, as required by Act Section 11-74.4-5(e), the Joint Review Board will conduct an annual meeting in accordance with the Act to review the Village's audited financial report.

Based upon the material we were given to review and to the best of our knowledge, it is our opinion that the Village has substantially complied in all material respects with the Act's requirements during the 2023 fiscal year.

Please don't hesitate to contact me with questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gregory W. Jones", with a long horizontal flourish extending to the right.

Gregory W. Jones

cc: Dan Di Santo, Village Administrator (*via e-mail*)

Attachment D

Construction for interior buildouts were completed for the commercial portion of the Hudson Crossing located at 59 S. Adams Street. All but one commercial unit is occupied.

The second floor of the building at 113 Main Street was occupied by an office user. The third floor of the three-story building is still available. The restaurant on the first floor opened in December 2020.

The development of 121 Main Street was completed in 2022. The project contains a 4,200 square foot restaurant space. The restaurant space replaces the previous smaller restaurant located on the site that was called the Dari Hut. A new restaurant, Dairy Barn, opened in the spring of 2022 and closed for the winter of 2022. Dairy Barn did not reopen in 2023. A new restaurant, Budlong Hot Chicken, has leased the space and anticipates opening in 2023.

Preparation for new traffic signals through downtown began. The installation and programming is expected to be completed in the summer of 2023.

A watermain replacement project is planned on Van Buren Street. Bidding for design, engineering and construction was completed this fiscal year. The project is expected to be completed in Fiscal Year 2024.



202200018504

DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL.
RECORDED: 11/18/2022 11:11 AM
ORDI: 57.00 RHSPS FEE: 10.00

PAGES: 90

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

ORDINANCE NO. 22 - 69

**AN ORDINANCE APPROVING
A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF OSWEGO
AND IDG-OSWEGO, LLC
(PARKERS MILL AND WASHINGTON STREET, OSWEGO ILLINOIS)**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This 1st day of November 2022

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

Published in pamphlet form by authority of the President and Board of Trustees
of the Village of Oswego on November 2, 2022.

ORDINANCE NO. 22 - 69

**AN ORDINANCE APPROVING
A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF OSWEGO
AND IDG-OSWEGO, LLC
(PARKERS MILL AND WASHINGTON STREET, OSWEGO ILLINOIS)**

WHEREAS, the Village of Oswego (“Village”) is an Illinois municipal corporation with a population of more than 25,000 people, and is therefore a home rule unit of local government pursuant to the State of Illinois Constitution of 1970 (“Constitution”) and the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) (“Code”); and

WHEREAS, IDG-Oswego, LLC (“Developer”) is an Iowa limited liability company with offices located at 501 Bell Street Suite #402, Dubuque, Iowa; and

WHEREAS, the Constitution (Art. VII, Sec. 6(a)) provides that a home rule municipality may exercise any power and perform any function pertaining to its government affairs, including, without limitation, the power to regulate for the protection of the public health, safety, morals, and welfare, the power to license, the power to tax, and the power to incur debt; and

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

WHEREAS, on September 6, 2016, the Village approved Ordinances 16-52, 16-53, and 16-54 approving a redevelopment plan and project for the Main Street / Washington Street Redevelopment Project Area, designating the Main Street / Washington Street Redevelopment Project Area, and adopting tax increment allocation financing for the Main Street / Washington Street Redevelopment Project Area, respectively (collectively, “TIF Ordinances”); and

WHEREAS, Developer subsequently proposed to redevelop a property located in the Main Street / Washington Street Redevelopment Project Area, known as Village Square and legally described on Exhibit 1 (“Subject Property”), with a multi-story, age-restricted residential development and associated infrastructure; and

WHEREAS, the Subject Property is currently vacant and has been so for many years; and

WHEREAS, the Village has complied with all procedural and substantive requirements imposed by the Tax Increment Allocation Redevelopment Act, the Code, and the Constitution; and

WHEREAS, the Village President and Trustees have exercised their legislative judgment and determined that the Redevelopment Agreement is consistent with the goals and objectives contained in the TIF Ordinances, the Code, and the Constitution, that the Redevelopment Agreement serves a valid public purpose, and that approving the Redevelopment Agreement will promote the public health, safety, and welfare; and

WHEREAS, the Village wishes to assist Developer with redevelopment of the Subject Property in accordance with and pursuant to the Redevelopment Agreement;

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

Section 1. RECITALS. The foregoing recitals and all exhibits attached to this Ordinance are incorporated as though fully set forth herein.

Section 2. AGREEMENT APPROVED. The Village’s Corporate Authorities approve the Redevelopment Agreement attached as Exhibit 2, and the President and Village Clerk are authorized and directed to execute the Redevelopment Agreement on the Village’s behalf.

Section 3. RECORDING AND AUTHORITY. The Village Clerk is authorized and directed to record this Ordinance and the Redevelopment Agreement against the Subject Property with the Kendall County Recorder, and the Village Administrator is: a) authorized and directed to take all steps necessary to implement the Redevelopment Agreement's terms; and b) authorized to make minor, non-substantive revisions to the Redevelopment Agreement.

Section 4. SUPERSEDER. In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the Village, the terms of this Ordinance shall govern.

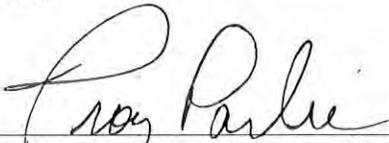
Section 5. SEVERABILITY. If any part, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections, and clauses shall not be affected thereby.

Section 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, in accordance with law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 1st day of November 2022.

TOM GUIST	<u>AYE</u>	TERRY OLSON	<u>AYE</u>
KIT KUHRT	<u>AYE</u>	JENNIFER JONES SINNOTT	<u>AYE</u>
JAMES MARTER	<u>AYE</u>	BRIAN THOMAS	<u>AYE</u>

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 2nd day of November 2022.


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:

ORDINANCE NO. 22 - 69

**AN ORDINANCE APPROVING
A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF OSWEGO
AND IDG-OSWEGO, LLC
(PARKERS MILL AND WASHINGTON STREET, OSWEGO ILLINOIS)**

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 1st day of November 2022, approved by the Village President on the 1st day of November 2022 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 2nd day of November 2022.

Tina Touchette

Tina Touchette, Village Clerk
Village of Oswego



EXHIBIT 1

SUBJECT PROPERTY LEGAL DESCRIPTION

PARCEL 1:

LOTS 3, 4, 5, AND 7 IN VILLAGE SQUARE SUBDIVISION PHASE ONE, BEING A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 18 AND THE WEST ½ OF SECTION 17, ALL IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 2007 AS DOCUMENT NUMBER 200700003950, IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST HALF OF SECTION 18 AND THE WEST HALF OF SECTION 17, ALL IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1996 AS DOCUMENT NUMBER 9611237; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION AND ITS EASTERLY EXTENSION, A DISTANCE OF 1918.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11 DEGREES 48 MINUTES 52 SECONDS WEST A DISTANCE OF 39.37 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC* OF A TANGENTIAL CURVE, CONCAVE TO THE WEST AND HAVING A RADIUS OF 440.00 FEET, A DISTANCE OF 62.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 19 DEGREES 57 MINUTES 30 SECONDS WEST A DISTANCE OF 157.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 360.00 FEET, A DISTANCE OF 672.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 08 MINUTES 53 SECONDS EAST A DISTANCE OF 48.96 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE OF 223.16 FEET; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST A DISTANCE OF 122.04 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE 259.00 FEET; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST A DISTANCE OF 169.52 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE OF 174.50 FEET TO THE AFOREMENTIONED EASTERLY EXTENSION OF THE NORTHERLY LINE OF OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION; THENCE NORTH 78 DEGREES 11 MINUTES 08 SECONDS WEST, ALONG SAID EXTENDED LINE, A DISTANCE OF 725.62 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART FALLING IN VILLAGE SQUARE SUBDIVISION PHASE ONE RECORDED FEBRUARY 1, 2007 AS DOCUMENT NUMBER 200700003950, LYING IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

EXHIBIT 2

**A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF OSWEGO
AND IDG-OWSEGO, LLC
(PARKERS MILL AND WASHINGTON STREET, OSWEGO ILLINOIS)**

[Attached]

4829-4763-8131, v. 1

***RETURN AFTER
RECORDING:***

Village Clerk
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

***THIS DOCUMENT
PREPARED BY:***

Gregory W. Jones, Esq.
Ancel Glink, P.C.
140 S. Dearborn Street
Sixth Floor
Chicago, IL 60603

Above Space for Recorder's Use Only

REDEVELOPMENT AGREEMENT

BETWEEN

VILLAGE OF OSWEGO

AND

IDG-OSWEGO, LLC

(PARKERS MILL AND WASHINGTON STREET, OSWEGO, ILLINOIS)

REDEVELOPMENT AGREEMENT

BETWEEN

THE VILLAGE OF OSWEGO

AND

IDG-OSWEGO, LLC

(PARKERS MILL AND WASHINGTON STREET, OSWEGO, ILLINOIS)

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is dated as of the 1st day of November 2022 (“*Effective Date*”), and is by and between the **VILLAGE OF OSWEGO**, an Illinois municipal corporation and home rule unit of local government with offices at 100 Parkers Mill, Oswego, Illinois (“*Village*”), and **IDG OSWEGO, LLC**, an Iowa limited liability company with offices located at 501 Bell St. STE #402, Dubuque, IA 52001 (“*Developer*”) (collectively, the Developer and the Village are the “*Parties*”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

Section 1. Recitals.

A. The Village has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.

B. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

C. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (“*Act*”), to enter into agreements with private entities in accordance with and pursuant to the Act.

D. On September 6, 2016, the Corporate Authorities, pursuant to and in accordance with the Act, adopted Ordinances 16-52, 16-53, and 16-54, which: (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, “*TIF Plan and Project*”), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, “*TIF Ordinances*”), establishing the Washington Street / Main Street Redevelopment Project Area (“*TIF District*”).

E. The Developer is the owner of the vacant property generally located east of the intersection of Washington Street and Presidential Boulevard in Oswego, Illinois, legally described and depicted in **Exhibits A and B** (“*Subject Property*”).

F. The Developer proposes to redevelop the Subject Property as a planned unit development in the R-4 General Residence District, consisting of an age-restricted community containing (1) at least 125 dwelling units offering independent living, assisted living, and memory care; (2) at least 5 acres of open space; (3) a parking lot containing 38 vehicle parking spaces; and (4) associated amenities and improvements on and around the Subject Property, all as depicted in the Development Plans attached as **Exhibit C** (“*Development*”).

G. The Village has not agreed (1) to provide the Developer any financial assistance in support of the Development’s residential units or; (2) to assume the cost of constructing any infrastructure improvements on the Subject Property that are necessary to complete the Development’s residential units, and the Parties’ agree and understand that the Village will not provide the Developer and the Development any such support.

H. The Parties desire to see the Subject Property developed in accordance with this Agreement to clear and prevent the spread of the TIF District’s blight and conservation factors, to promote the health, safety, and welfare of the Village and its residents, to encourage further private investment and promote economic development in the Village, to enhance the Village’s tax base, increase employment and housing opportunities for Village residents, and enhance future tax revenues for those taxing bodies levying taxes against the Subject Property and the TIF District.

I. The Development is essential to meet the overall objectives of the TIF District, thereby implementing and advancing the TIF Plan and Project.

J. On February 2, 2021, the Corporate Authorities approved Ordinance No. 21-17 (“*Entitlement Ordinance*”) granting certain zoning entitlement requests related to the Development.

K. The Corporate Authorities, after due and careful consideration, have exercised their legislative judgment and concluded that the redevelopment and use of the Subject Property pursuant to and in accordance with this Agreement (1) is consistent with the Village’s land use goals and objectives, including, without limitation, those identified in the TIF Plan and Project and the Village’s 2015 Comprehensive Plan (“*Comprehensive Plan*”); and (2) is in the Village’s best interests.

L. The Corporate Authorities have determined that the Development provides public benefits, including, without limitation, tax revenue, additional housing options, pedestrian-scale improvements, and improvements intended to help the Village achieve the vision contained in the Comprehensive Plan.

M. The foregoing Recitals are incorporated herein and made a material part of this Agreement.

Section 2. Definitions; Rules of Construction.

A. Definitions. Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

“Act:” As defined in Section 1(C).

“Approved Defects:” As defined in Section 6(J)(3).

“Building Code:” Title 4, entitled “Building Regulations,” of the Village of Oswego Municipal Code, as amended.

“Closing:” As defined in Section 6(J)(1).

“Commencement Date:” As defined in Section 6(G).

“Community Development Director:” The Community Development Director of the Village of Oswego.

“Completion Notice:” As defined in Section 6(J)(1).

“Construction Schedule:” As defined in Section 6(G).

“Corporate Authorities:” The Village President and Board of Trustees of the Village of Oswego.

“Development Plans:” Those certain development plans for the Subject Property consisting of the following documents:

“Elevations:” Preliminary Architectural Plans and Elevations, Erdman Company, January 8, 2021, 18 pages;

“Preliminary/Final PUD Plan:” Preliminary/Final Plan of PUD Oswego Senior Living, J. Miller, Watermark Engineering Resources, December 4, 2020, 1 page;

“Preliminary/Final Landscaping Plan:” Preliminary/Final Plan of PUD Charter Senior Living Landscape Plans, Richard L. Slayton, RLA, Erdman Company, January 8, 2021, 3 pages;

“Preliminary/Final Plat of Subdivision:” Final Plat of Subdivision Oswego Senior Living, Compass Surveying LTD, January 6, 2021, 3 pages; and

“Zoning Plat:” Zoning Plat, D. Olson, Watermark Engineering Services, January 8, 2021, 1 page

copies of which are attached respectively as **Exhibits C1 through C5** to this Agreement.

“Effective Date:” As defined in the Agreement’s preamble.

“Email:” As defined in Section 16(A).

“FOIA:” As defined in Section 16(S).

“Force Majeure:” Strikes, lockouts, acts of God, governmental order prohibiting construction due to pandemic, or other factors beyond a party’s reasonable control and reasonable ability to remedy that occur after the Effective Date; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Subject Property. In no event shall increased costs or other financial considerations be considered a force majeure event.

“Guaranty Security:” As defined in Section 10(B).

“Initial Commitment:” As defined in Section 6(J)(3).

“Performance Security:” As defined in Section 10(A).

“Person:” Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above.

“Public Improvements:” All of the public improvements, infrastructure, and facilities necessary or proposed to serve the Subject Property including, without limitation, all of the right-of-way improvements on Washington Street and Parkers Mill adjacent to or near the Subject Property, the Public Parking Lot, and all of the water, sanitary and storm sewer extensions depicted on the Preliminary/Final Engineering Plan.

“Public Parking Lot:” As defined in Section 5(D).

“Public Parking Lot Property:” As defined in Section 6(J)(1).

“Requirements of Law:” All applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, as amended.

“Sign Easement:” As defined in Section 6(K).

“Sign Easement Area:” As defined in Section 6(K).

“Subdivision Code:” Title 10, Chapter 2, entitled “Subdivisions,” of the Village of Oswego Municipal Code, as amended.

“Subject Property:” The real property legally described and depicted in **Exhibits A and B**.

“Substantial Completion” or “Substantially Complete:” Refers to the point that (1) the Developer’s construction of the Development or an individual phase of the Development identified in the Construction Schedule (as hereinafter obligated) has received all final

inspections, (2) the Developer has obtained all final approvals for the public and private improvements (subject to any maintenance guaranty obligations), and (3) all life safety elements, as determined by the Community Development Director, have been approved and (4) the Development (or phase thereof) is eligible for issuance of a temporary certificate of occupancy.

“SSA:” As defined in Section 15(B).

“SSA Law:” The Special Service Area Tax Law, 35 ILCS 200/27, *et seq.*, as amended.

“TIF District:” As defined in Section 1(D).

“TIF Ordinances:” As defined in Section 1(D).

“TIF Plan and Project:” As defined in Section 1(D).

“Title Company:” As defined in Section 6(J)(1).

“Transferee Assumption Agreement:” As defined in Section 12(D).

“Vacation Ordinance:” As defined in Section 4(B).

“Village Administrator:” The Village Administrator of the Village of Oswego.

“Village Attorney:” The Village Attorney of the Village of Oswego.

“Village Code:” The Village of Oswego Municipal Code, as amended.

“Village Engineer:” The Village Engineer of the Village of Oswego.

“Wage Act:” As defined in Section 16(M).

“Zoning Code:” Title 10, Chapter 1 entitled “Zoning,” of the Village of Oswego Municipal Code, as amended.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may

be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

Section 3. Reserved.

Section 4. Right of Way Vacation.

A. Right of Way Vacation Ordinance. Immediately after approving the Ordinance approving this Agreement, the Village will pass an ordinance, in substantially the same form as **Exhibit D (“Vacation Ordinance”)** and in accordance with the Requirements of Law, that vacates portions of the Parkers Mill Place and Chapman Place rights of way in exchange for the Developer complying with the Vacation Ordinance’s terms.

B. No Construction Prior to Vacation. The Developer agrees that unless approved by the Village Administrator, in his reasonable discretion, no permanent construction, improvement, or physical development of any kind shall be permitted on the Subject Property, or any portion thereof, unless and until after the Developer receives the Village’s approval of the Vacation Ordinance.

C. Recordation of Vacation Ordinance. Upon approval of this Agreement and the Developer satisfying the conditions set forth in the Vacation Ordinance , the Village will promptly cause the Vacation Ordinance to be recorded with the Kendall County Recorder of Deeds.

Section 5. Development of the Subject Property.

A. General Restrictions. Subject to the particular terms for development set forth in Section 5(D) of this Agreement, the Developer’s construction of the Development, except for minor alterations approved by the Village Administrator, shall be pursuant to and in accordance with the following:

1. This Agreement.
2. The Entitlement Ordinance.
3. The Vacation Ordinance.
4. The Development Plans.
5. The Zoning Code.
6. The Subdivision Code.
7. The Building Code.
8. The other Requirements of Law.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and

protection for the Village, as determined by the Village Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

B. Public Utility and Storm Water Easements. The Developer will grant utility easements to the Village and other governmental bodies and utility services over, on, and across the Subject Property, at such locations as are agreed upon by the Developer and the Village, as required by the Village or other governmental body for the purposes of making repairs, maintaining, installing and servicing utilities, and providing public and emergency services.

C. Utility Location and Relocation. The Developer will, subject to the Village's approval, which approval shall not be unreasonably conditioned or delayed, relocate all existing utilities through, under, and around the Subject Property as needed to accommodate the Development. When proposing utility relocation, the Developer will exercise its best efforts to coordinate with the Village and all other governmental bodies and utility services providing utility service to or through the Subject Property.

D. Particular Terms for Development. Notwithstanding any use or development right that may be applicable or available to the Subject Property pursuant to the Zoning Code or any other Requirement of Law, the Subject Property shall be used and developed, subject to the provisions in this Subsection 5(D), as follows:

1. The Development shall contain no less than 125 age-restricted residential dwelling units, including at least 30 independent living cottages, as well as assisted living and memory care units.
2. The Development's residential dwelling units shall include row houses, cottage units, studio, companion suite, one-bedroom, two-bedroom units, all as set forth on the Development Plans.
3. The Development shall include a parking lot located near the Subject Property's southeast corner that contains at least 38 parking spaces ("**Public Parking Lot**").
4. The Development shall contain at least 4.75 acres of common open space improved only by turf, vegetation, and accessory pedestrian infrastructure. Common open space shall not include any parking areas, drive aisles, or outdoor space that restricts access to any specific resident or group of residents.
5. The Development shall be constructed as depicted in the Development Plans, and the Developer shall be solely responsible for ensuring that Development complies with all Requirements of Law.

E. Damage to Public Property. The Developer will maintain all streets, sidewalks, and other public property adjacent to the Subject Property in a good and clean condition during development of the Subject Property and construction of the Development. Further, the Developer will promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other

public property in or adjacent to the Subject Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, and will repair any damage to public property that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer. Within a reasonable period of time, but in no event more than one day after the Village gives the Developer notice to clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Subject Property deposited by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, the Developer neglects to clean, or undertake with due diligence to clean, the affected public property, then the Village will be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from the Developer costs or charges reasonably incurred by the Village to perform the cleaning.

F. Changes to the Planned Unit Development (PUD), including the Development Plans. All changes or modifications to the Development Plans shall be processed in accordance with the Zoning Code.

G. Demolition. Developer shall be responsible, at its sole cost, for demolishing and removing all improvements, structures, buildings, infrastructure, and appurtenances located above or below grade on and around the Subject Property, including on any adjacent public property, that are necessary to construct the Development, subject to all Requirements of Law.

H. Construction Type. All buildings and structures located in the Development shall be constructed pursuant to the Building Code.

I. Issuance of Building Permits. The Developer may seek issuance of multiple building permits to construct the Development. If requested by Developer, the Village shall grant a permit allowing for mass grading and/or construction of building foundations to facilitate timely commencement of construction, subject to the terms of this Agreement. The Village will not unreasonably withhold issuance of any complete and properly filed application for a building permit.

J. Issuance of Occupancy Permits. Upon the Developer's request, the Community Development Director may issue a temporary occupancy permit, as may be appropriate, for an individual building or buildings located within the Development upon Substantial Completion of those building or buildings and all public improvements necessary to serve those building or buildings.

Section 6. Public Improvements.

A. Developer Duty to Construct Public Improvements. The Developer will construct and install all Public Improvements identified on the Development Plans, including, without limitation, trees and landscaping, sidewalk paving, stormwater detention and retention facilities, the Public Parking Lot, curbs, street paving, street lighting, and all other right of way and streetscape improvements located in the Parkers Mill, Route 31, and Washington Street rights of way near the Subject Property, all as depicted in the Development Plans.

B. Standards Applicable to Public Improvements.

1. General Standards. The Developer will construct all Public Improvements pursuant to and in accordance with the Development Plans, the Village Code, and to the reasonable satisfaction of the Community Development Director. All work performed on the Public Improvements will be conducted in a good and workmanlike manner and in accordance with this Agreement. All materials used for construction of the Public Improvements will be new and of first-rate quality.
2. Contract Terms; Prosecution of the Work. The Developer and all of its contractors will prosecute the work diligently, in full compliance with, and as required by or pursuant to, this Agreement, until the work is properly completed. Developer will complete and obtain certificates of occupancy for at least 30 independent living cottages and the main building, all as depicted on the Development Plans, within 24 months of the Commencement Date (as that term is defined in Section 6.G., below).
3. Village Inspections and Approvals. During the course of construction of the Public Improvements, Village inspectors will have the full right, permission, and authority to inspect and approve all work on the Public Improvements with reasonable notice to the Developer.
4. Other Approvals. If the construction and installation of any Public Improvement requires the consent, permission, or approval of any Person, then the Developer will take all steps required to obtain the required consent, permission, or approval. No work requiring the consent, permission, or approval of any Person will commence without that prior consent, permission, or approval.

C. Closure of Sidewalk and Right-of-Way. The Developer shall be entitled to close the Parkers Mill and Washington Street sidewalks immediately adjacent to the Subject Property and use those areas to support the Development's construction during the course of construction, subject to the Village's approval of a traffic control plan that provides adequate protection and direction to pedestrians and vehicles. Developer and the Village shall cooperate and schedule any sidewalk closures or partial closures as may be necessary and appropriate to complete any improvements located within the right-of-way. Developer will be responsible, at Developer's sole cost, for repairing any damage or injury to any rights of way or other public property in accordance with the Village Code and this Agreement.

D. Final Inspections and Approvals. When the Developer determines that a Public Improvement has been properly completed, the Developer shall request final inspection, approval, and, as appropriate, acceptance of the Public Improvement by the Village. The notice and request shall be given sufficiently in advance to allow the Village time to inspect the Public Improvement, to prepare a punch list of items requiring repair or correction, and to allow the Developer time to make all required repairs and corrections in accordance with this Agreement's deadlines and timeframes. The Developer shall promptly make all necessary repairs and

corrections as specified on the punch list. Subject to the provisions of Subsection 6(E), the Village shall not be required to approve or accept any Public Improvement until all of the Public Improvements, including without limitation all punch list items, have been fully and properly completed.

E. Dedication and Acceptance of Specified Public Improvements. The Developer shall dedicate to the Village and the Village shall accept from the Developer the Public Improvements identified in the Development Plans. Nothing whatsoever shall constitute an acceptance by the Village of any Public Improvement except express written acceptance by the Village in compliance with the requirements of the Village Code. Prior to acceptance of any Public Improvement to be accepted by the Village, the Developer shall execute, or cause to be executed, a lien waiver and bill of sale to transfer ownership of the Public Improvement to, and to evidence ownership of the Public Improvement by, the Village, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the Village. The documents transferring ownership of any Public Improvement to, and to evidence ownership of the Public Improvement by, the Village shall be reasonably acceptable in form and substance to the Village Attorney. Notwithstanding the foregoing, said documentation shall not impose any warranty or other burden on Developer associated with the dedication of the Public Improvement except as expressly set forth in this Agreement or the Village Code. Prior to the construction of any such Public Improvements, Developer shall grant, or cause to be granted, to the Village all easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village, all at locations agreed upon by Developer and the Village.

F. Developer's Guaranty of Public Improvements. The Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the Public Improvements that occur or become evident within one (1) year after approval and any required acceptance of the Public Improvements by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes evident during the one (1) year period, then the Developer shall, after ten (10) days' prior written notice from the Village, diligently commence to correct it or cause it to be corrected. In the event any Public Improvement is repaired or replaced pursuant to the demand of the Village, the Guaranty provided by this Section 6(F) shall be extended, as to the repair or replacement, for one (1) full year from the date of completion of the repair or replacement.

G. Commencement and Completion of Construction. Developer shall commence work on the Development not later than December 1, 2022 ("**Commencement Date**"). For purposes hereof, the Commencement Date shall be the date the Village issues a permit authorizing the Developer to undertake rough grading on the Subject Property. Construction of the Development shall begin, proceed, be Substantially Completed, and made ready for inspection, approval, and any required acceptance by the Village, in accordance with the Village Code and all permits associated with the Development. Developer anticipates the Development will be constructed in accordance with the schedule attached as **Exhibit E ("Construction Schedule")**. Developer will pursue diligently, continuously, and in full compliance with this Agreement, Substantial Completion of the Development, as required in, or permitted by, Sections 5 and 6 of this Agreement.

H. Survival of Public Improvements Obligation. The Public Improvement obligations set forth in this Section 6 shall survive the expiration of this Agreement; provided, however, upon completion of the Public Improvements, acceptance thereof by the Village, and conclusion of any guaranty period under Subsection 6(F) of this Agreement, Developer's Public Improvement obligations under this Section 6 shall be satisfied.

I. Reserved.

J. Public Parking Lot.

1. The Developer shall construct, at its sole cost, the Public Parking Lot on the property depicted on **Exhibit F** ("**Public Parking Lot Property**"). Upon Developer determining that the Public Parking Lot has been completed in accordance with Section 6(D), or by September 1, 2024, whichever occurs first, the Developer shall notify the Village that the Public Parking Lot is complete and Public Parking Lot Property is ready to be conveyed to the Village ("**Completion Notice**"). Upon the Village receiving and confirming the completeness and accuracy of the Completion Notice, including documents required by Section 6(J)(2), the Village and Developer shall schedule a mutually acceptable closing date with Chicago Title & Trust Co. ("**Title Company**"), at which time the Developer will convey ownership, title, and interest in the Public Parking Lot Property to the Village in accordance with Section 6(J)(2) ("**Closing**"). In no event shall Closing occur after November 1, 2024.
2. Developer's Completion Notice shall be accompanied by a title commitment issued by the Title Company demonstrating, in the Village Administrator's sole discretion and subject to Section 6(J)(3), that the Public Parking Lot Property is free and clear of all liens, encumbrances, or any other form of indebtedness, and all other documents the Village Administrator may reasonably require to confirm the same. Developer's failure to deliver title to the Public Parking Lot Property in the condition described in this Section shall constitute a default under this Agreement. Upon the Village Administrator determining, in his reasonable discretion, that title to the Public Parking Lot Property satisfies this Section's requirements, the Parties will complete the Closing and convey ownership, title, and interest in the Public Parking Lot Property to the Village in exchange for \$10. The Developer shall be solely responsible for real estate taxes due and payable at the time of closing, if any. Developer shall also deposit into an escrow account, pursuant to mutually agreeable terms, an amount equaling 110% of the Public Parking Lot Property's estimated tax liability accrued before the Closing date. The Parties shall otherwise evenly split customary closing costs.
3. At least 30 days before the Developer acquires title to the Subject Property, Developer shall provide the Village a copy of the title commitment ("**Initial Commitment**") for Subject Property. The Village

shall have 15 days from the date the Village receives the Initial Commitment to review and object to any encumbrances, defects, or matters identified on the Initial Commitment. Any encumbrances, defects, or matters identified on the Initial Commitment that the Village does not object to (“*Approved Defects*”) shall be deemed accepted by the Village, and the Village waives its ability to object to any Approved Defects subsequently identified in the Completion Notice or title commitment accompanying the same.

4. Developer’s obligation to convey to the Village ownership, title, and interest in the Public Parking Lot Property shall be in addition to Developer’s obligation to abide by all Agreement provisions concerning Public Improvements, including, without limitation Sections 6(D), (E) and (F).

K. Sign Easement. The Developer grants to the Village, at no cost to the Village, a one-time option to obtain an easement (the “*Sign Easement*”) in the location generally depicted on **Exhibit G** (the “*Sign Easement Area*”) for the purpose of accessing the monument sign the Developer constructs in the Sign Easement Area and utilizing fifty percent (50%) of the sign’s face for Village advertising purposes. The Village’s option shall be exercised, if at all, within 30 days of Developer advising the Village in writing that Developer intends to construct the monument sign. In the event that the Village notifies Developer of its intent to utilize fifty percent (50%) of the sign’s face for Village advertising purposes, the Developer shall grant the Sign Easement and the Village shall, within 60 days of the notice, reimburse the Developer fifty percent (50%) of the actual cost of constructing the sign. The Village’s reimbursement amount shall be based upon paid invoices, lien waivers, cancelled checks, and other documentation deemed reasonably necessary by the Village, in the Village’s sole discretion, and the Developer agrees to provide all such document to the Village upon request. The Sign Easement shall be evidenced by a separate recordable agreement in a form approved by the Village Attorney. If the Village exercises its option to obtain the Sign Easement, the Village shall also be responsible for fifty percent (50%) of the ongoing cost to operate, maintain, repair, and replace the monument sign and the Sign Easement Area.

Section 7. Construction Traffic and Parking; Streets; Construction Trailer.

A. Construction Traffic and Parking; Streets.

1. Designated Traffic Routes. Before the Village issues a permit, the Developer shall submit and receive the Community Development Director’s approval of a construction site management plan, which shall not be unreasonably withheld. The Village may, within the approved construction site management plan or otherwise, designate routes of access to the Subject Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct efficient access to the Subject Property for construction traffic. The Developer shall keep all routes used for construction traffic free and

clear of mud, dirt, debris, obstructions, and hazards and shall repair all damage caused by the construction traffic. The Developer shall maintain and operate the Subject Property, the Development, and any property used by the Developer to support the Development in accordance with the approved construction site management plan.

2. Parking. All construction vehicles, including, without limitation, passenger vehicles and construction equipment, shall be parked within the Subject Property or in areas reasonably designated by the Village.

B. Construction Trailer. The Village shall allow the Developer to use the Subject Property for purposes of siting one (1) construction trailer, subject to the Developer obtaining a building permit for the trailer and placing the trailer in a location approved by the Community Development Director. No trailer shall be sited on the Subject Property prior to the Developer obtaining a building permit authorizing the Developer to undertake rough grading on the Subject Property, and no trailer may be located on the Subject Property after the date of issuance of any temporary occupancy permit for the Development or any part thereof.

Section 8. Age-Restricted Development. By no later than the date the Village issues a permit to construct any part of the Development, the Developer shall record against the Subject Property a covenant limiting occupancy of the Development to individuals age 55 years and older. The restrictive covenant shall be in a form approved by the Village Attorney and shall prohibit individuals younger than 55 years old from temporarily or permanently residing in or occupying any residential dwelling unit in the Development. The Village may withhold approval or issuance of any permit or certificate associated with the Development or Subject Property until the Developer performs its obligations in this Section 8.

Section 9. Fees, Dedications, Donations, and Contributions.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, the Developer shall pay to the Village, after presentation of a written demand or demands for payment, all reasonable legal, engineering, and landscape architect fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the development of the Subject Property. Payment of all fees, costs, and expenses for which demand has been made, but payment has not been received, by the Village prior to execution of this Agreement, shall be made by a certified or cashier's check contemporaneous with the execution of this Agreement by the Village. The Developer agrees that it will continue to be liable for and to pay, immediately after presentation of a written demand or demands for payment, the fees, costs and expenses, as required pursuant to the Village Code and/or this Agreement for the Development, and incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Developer during the term of this Agreement in connection with the use and development of the Subject Property. Further, the Developer agrees that it shall be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

B. Fees to the Village and Others. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Developer will timely pay to the Village or other governmental entity or third party from whom an invoice is received, all application, inspection, and permit fees; all water and sewer general and special connection fees, tap-on fees, charges; and all contributions, impact fees, and all other fees, charges, and contributions pursuant to the Requirements of Law, including, without limitation, all Kendall County fees, Development Impact Fees, land-cash fees; and all payments or contributions owed to or claimed by any taxing district pursuant to Act Sections 74.4-3(q)(7.5) or (7.7) for which (1) the Village receives an invoice or payment demand from a taxing district; and (2) the Village subsequently delivers a payment demand to the Developer.

C. Dedications, Donations, and Contributions to Others. As required by the Village Code, the Developer will make cash contributions to the park district, library district, or other agency or unit of government with jurisdiction over the Subject Property. Subject to the Developer recording against the Subject Property a restrictive covenant pursuant to and in accordance with Section 8, the Village will support the Developer's application to waive school district impact fees and the school land-cash donation based on the Development generating no school age children. All payments shall be made before the Village issues a building permit for the Development. The Village may withhold issuing any permit or certificate of occupancy for the Development until the Developer has made all payments required by this Section 9(C).

Section 10. Security Instruments.

A. Performance Security. As security to the Village for the performance by the Developer of the Developer's obligations (1) to construct and Substantially Complete the Development, including, without the limitation, the Public Improvements, pursuant to and in accordance with this Agreement, (2) to pay all Village costs, fees, and charges due from the Developer pursuant to this Agreement, (3) to maintain and repair streets, sidewalks, and other public property pursuant to this Agreement, and (4) to otherwise comply with this Agreement's terms, the Developer shall, before the issuance of any building permit for the Subject Property, deposit with the Community Development Director a payment and performance bond in a form approved by the Village Attorney ("***Performance Security***"), in an amount equal to 150% of the estimated cost of the Public Improvements, as approved by the Village Engineer. The Performance Security shall be maintained and renewed by the Developer, and shall be held in escrow by the Village. The Developer may apply to the Village to reduce the Performance Security in accordance with the Village Code.

B. Guaranty Security. Immediately prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement, the Developer shall post a cash deposit in a form approved by the Village Attorney or a letter of credit in a form approved by the Village Attorney, in the amount of 10% of the actual total cost of the Public Improvements as security for the performance of the Developer's obligations under this Agreement ("***Guaranty Security***"). The Guaranty Security shall be held by the Village in escrow until the last to occur of (i) the date that is the end of the one-year guaranty period set forth in this Agreement or (ii) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Guaranty Security by reason of the Developer's failure to fulfill its obligations under

this Agreement, then the Developer shall within 10 days thereafter cause the Guaranty Security to be increased to its full original amount.

C. Costs. The Developer shall bear the full cost of securing and maintaining the Performance Security and the Guaranty Security.

D. Form of Security Instruments.

All security instruments shall be from an institution (i) acceptable to the Village, (ii) licensed in the State of Illinois, and either (iii) having capital resources of at least Fifty Million Dollars (\$50,000,000) or (iv) having an AM Best rating of at least A-. Each form of security shall, at a minimum, provide that (1) it shall not be canceled or modified without the prior consent of the Village; (2) it shall not require the consent of the Developer prior to any draw on it by the Village; and (3) if at any time it will expire within 60 or fewer days, and if it has not been renewed, and if any applicable obligation of the Developer for which it is security remains uncompleted or unsatisfactory, then the Village may, after notice to Developer, call and draw down the security and use the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including, without limitation, legal fees, costs of appeal, and administrative costs, incurred by the Village. The Performance Security may provide that the aggregate amount of the cash deposit or security instrument may be reduced, but only after joint direction by the Developer and the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed except after presentation by the Developer of proper contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village may reasonably request to demonstrate satisfactory completion of the Public Improvement in question and full payment of all contractors, subcontractors, and material suppliers and in accordance with the Village Code. The Guaranty Security shall not be reduced by reason of any cost incurred by the Developer to satisfy its obligations under this Agreement.

E. Replenishment of Security. If at any time the Village reasonably determines that (i) the funds remaining in the Performance Security are not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements, or (ii) the funds remaining in the Guaranty Security are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten (10) days after a demand by the Village, the Developer shall increase the amount of the cash deposit or security instrument to an amount reasonably determined by the Village Administrator to be sufficient to pay the unpaid costs of correcting defects and deficiencies.

F. Replacement of Security. If at any time the Village reasonably determines that the institution issuing the Performance Security or Guaranty Security is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate security instrument at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Developer provide replacement security instruments from a financial institution or surety satisfactory to the Village. The replacement security instrument shall be deposited with the Village not later than ten (10) days after the

demand. After deposit of the replacement security instrument, the Village shall surrender the original security instrument to the Developer.

G. Use of Funds in the Event of Breach of Agreement. If the Developer fails or refuses to complete the Development in accordance with this Agreement, or fails or refuses to correct any defect or deficiency in the Public Improvements as required by Section 6 of this Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to Section 6 of this Agreement, or in any other manner fails or refuses to fully meet any of its obligations under this Agreement, then the Village may, in its sole and absolute discretion, draw on any security instrument provided pursuant to this Agreement or the Requirements of Law, according to the specific terms set forth in the security instrument, and use the funds according to the terms of the security instrument.

H. Village Lien Rights. If any money or other consideration due from the Developer to the Village pursuant to this Agreement is not either recovered from any security instrument provided for in this Section 10 or paid or conveyed to the Village by the Developer within ten (10) days after a demand for payment or conveyance, then the money, together with interest at the maximum rate permitted by law and costs of collection, including reasonable legal fees and administrative expenses, shall become a lien on the Subject Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including reasonable legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Subject Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Subject Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Subject Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

I. Developer's Assistance in the Event of Breach of Agreement. In the event the Village exercises its rights under the Performance Security or the Guaranty Security, then the Developer will fully cooperate with the Village's efforts to collect funds under the security instrument(s) for completion of the Development and/or remedying the default according to the terms of this Agreement.

J. Survival of Performance Security, Guaranty Security, and Replacement Security Obligations. The Performance Security and Guaranty Security obligations set forth in this Section 10 shall survive the voluntary or involuntary termination of this Agreement; provided, however, upon completion of the Public Improvements and acceptance thereof by the Village, Developer's Performance Security obligations under this Section 10 shall be satisfied, and at the conclusion of any guaranty period under Subsection 6(B) of this Agreement, Developer's Guaranty Security obligations under this Section 10 shall be satisfied.

Section 11. Liability and Indemnity of Village.

A. Village Review. The Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries to Developer that may be sustained as the result of the Village's review and approval of any plans for the Subject Property,

the Development, or the Public Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Subject Property or the Public Improvements, and that the Village's review and approval of those plans and the Public Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

B. Village Procedure. The Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, the Entitlement Ordinance, and the Vacation Ordinance, and agrees not to challenge the Village's approval of any of the foregoing on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to defend, hold harmless, and indemnify the Village, its elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims, demands, investigations, liabilities, damages, penalties, and costs that may be asserted at any time against any of them, or awarded against them, in connection with (i) the Village's review and approval of any plans for the Subject Property, the Development, or the Public Improvements; (ii) the issuance of any approval, permit, or certificate; (iii) the Developer's construction of the Development; or (iv) this Agreement.

D. Defense Expense. The Village shall provide the Developer written notice of any claim for which the Village may seek indemnification, defense, or to be held harmless against within 30 days of obtaining notice of a claim. The Developer shall have the right to hire counsel of its choosing, with consent of the Village, and to control defense of any claim or to settle any claim provided that the Village shall have the right to participate in the defense and settlement of the claim. The Village shall provide Developer timely notice of any defense to a claim so as to avoid prejudice. Failure of the Village to tender timely notice or defense of a claim shall waive any obligation of Developer to indemnify, defend, and hold harmless the Village. In the event that the Village retains defense of any claim the Developer shall, and does hereby agree to, pay all expenses, including without limitation all reasonable legal fees, including those incurred on appeal, incurred by the Village in defending itself with regard to any and all of the claims referenced in Section 11(C) of this Agreement, provided that Developer shall have the right to participate in said defense and approval of any settlement of a claim.

Section 12. Nature, Survival, and Transfer of Obligations. All obligations assumed by the Developer under this Agreement shall be binding on the Developer individually, on any and all of the Developer's successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Subject Property. To assure that the Developer's successors, assigns, and successor owners of all or any portion of the Subject Property have notice of this Agreement and the obligations created by it, the Developer shall:

- A. Deposit with the Village Clerk, contemporaneously with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Kendall County Recorder; and

- B. Notify the Village in writing at least thirty (30) days prior to any date after which the Developer transfers a legal or beneficial interest in any portion of the Subject Property to any Person not a party to this Agreement; and
- C. Incorporate, by reference, this Agreement into any and property sales contracts entered into for the sale of all or any portion of the Subject Property to a Person not a party to this Agreement; and
- D. Require, prior to the transfer of all or any portion of the Subject Property, or any legal or equitable interest in the Subject Property to any Person not a party to this Agreement, the transferee to execute an enforceable written agreement, in substantially the form attached to this Agreement as **Exhibit H**, agreeing to be bound by this Agreement (“*Transferee Assumption Agreement*”), and to provide the Village, after request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require;

Provided, however, that the requirements stated in the four preceding clauses shall not apply to any lease for a portion of the Subject Property irrespective of the status of Substantial Completion of the Development. The Village agrees that after a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required in this Section 12, the individual liability of the Developer shall be released to the extent of the transferee’s assumption of liability. The failure of the Developer to provide the Village with a fully executed copy of a Transferee Assumption Agreement with the transferee’s proposed assurances of financial capability before completing the transfer shall result in the Developer remaining fully liable for all of the Developer’s obligations under this Agreement but shall not relieve the transferee of its liability for those obligations as a successor to the Developer. The Parties acknowledge that the Developer may convey all or a portion of the Subject Property to a Developer-affiliated entity for Development financing purposes, and the Village agrees to reasonably execute any Transferee Assumption Agreement facilitating such conveyance in accordance with this Section’s terms.

Section 13. Term. This Agreement shall run with and bind the Subject Property until the TIF District’s termination, unless such term is extended by mutual agreement of the Parties, and shall inure to the benefit of and be enforceable by the Developer and the Village, and any of their respective legal representatives, heirs, successors, and assigns. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of Dr. Anthony S. Fauci, Director of the National Institute of Allergy and Infectious Diseases, or for any, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

Section 14. Enforcement. Each Party to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. Developer agrees that it

will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement; except to the extent that the Village has committed fraud, exhibited willful or wanton disregard to the right of Developer or the terms of this Agreement, or otherwise acted in bad-faith or in a manner to intentionally prevent Developer from performing under the terms of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of building permits, certificates of occupancy for any and buildings and structures within the Subject Property, at any time the Developer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section 14, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

Section 15. Taxes and Assessments.

A. Property Taxes and Valuation. Developer shall timely and fully pay when due all taxes and assessments levied against the Subject Property. Developer shall not petition to reduce the assessed value of the Subject Property, appeal the applicable property tax rate, seek any real estate tax exemption, or otherwise pursue a reduction in any real property tax owed during this Agreement's term, unless the Parties agree that the Subject Property's assessed value is unreasonable based on the assessed valuation of comparable projects located in comparable communities. The Developer's failure to comply with this Section shall constitute a default under this Agreement.

B. Special Service Area. The Developer hereby consents to the Village's establishment and administration of a special service area ("**SSA**") during this Agreement's term. The SSA may encompass the Subject Property and any other properties the Village deems reasonably necessary, and will generate revenue sufficient to pay any ongoing or one time maintenance obligations associated with the Subject Property, the Development, and to pay for any service or activity authorized by the SSA Law. The Village will comply with all Requirements of Law when proposing and establishing or amending the SSA, and the Developer acknowledges that any objection to the SSA's proposal, creation, amendment, tax levy, or tax increase shall constitute a default under this Agreement. To the extent the Village levies an SSA tax intended to fund the construction or maintenance of any Public Improvement for which Developer is responsible under this Agreement, Developer shall be released from such construction or maintenance responsibility upon the Village receiving SSA tax funds sufficient to fully fund construction or maintenance of such Public Improvement.

Section 16. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("**Email**"). Facsimile notices

shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Email notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 16(A), each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Oswego
100 Parkers Mill
Oswego, IL 60543
ATTN: Daniel Di Santo, Village Administrator
Fax: 630.554.3306
e-mail: ddisanto@oswegoil.org

With a copy to:

Ancel Glink, P.C.
140 South Dearborn Street, 6th Floor
Chicago, IL 60603
ATTN: Gregory W. Jones
Fax: 312.782.0943
e-mail: gjones@ancelglink.com

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

IDG-Oswego, LLC
ATTN: Matt Mulligan
501 Bell St. STE #402
Dubuque, IA 52001
e-mail: mmulligan@conlonco.com

With a copy to:

Simmons Perrine Moyer Bergman PLC
Attn: Matthew J. Hektoen, Esq.
115 3rd St. SE STE 1200
Cedar Rapids, IA 52401
e-mail: mhektoen@spmbllaw.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. The Parties shall be under no obligation to exercise any of the rights granted to them in this Agreement. The failure of a Party to exercise at any time any right granted to the Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right, except as otherwise set forth herein.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for disputes arising from or related to this Agreement, the Development, or the Subject Property shall be in the Illinois Circuit Court for the Twenty Third Judicial Circuit, Kendall County, Illinois.

G. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. **Exhibit A** through **Exhibit H** attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all Requirements of Law.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Compliance with Laws. Developer agrees to comply with all Requirements of Law when performing any task associated with this Agreement or the Development. To the extent the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.* ("**Wage Act**"), applies to the Public Improvements, the Developer agrees to pay and require every contractor and subcontractor to pay prevailing wages established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with the Act. In such case, the Developer shall also prominently post the current schedule of prevailing wages at the Subject Property and shall notify immediately in writing all of its contractors and subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to the Developer due to applicability of or changes in the prevailing rate of wage during the terms of any contract shall be at the sole expense of the Developer. The Developer agrees to indemnify, defend, and hold harmless the Village from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Requirements of Law, including, without limitation, the Wage Act, by the Developer and its agents, contractors, employees, successors, and assigns. Within 10 days of receiving a request from the Village to produce information required to be produced by the Act, including, without limitation, information identified in 65 ILCS 5/11-74.4-5(d), the Developer shall, at its sole cost, provide in writing all information requested by the Village.

N. Authority to Execute. The Village hereby warrants and represents to the Developer that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Subject Property as set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the Subject Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Subject Property are subject.

O. Standard of Performance. Developer's performance pursuant to this Agreement shall exhibit the same level of care, competence, judgment, and diligence that is reasonably expected of a real estate development firm in the Chicago Metropolitan Statistical Area that has experience which developments that are equally and more complex than the Development. The Development shall be constructed in a good and workmanlike manner and in compliance with all Requirements of Law and this Agreement. All improvements associated with the Development or the Subject Property shall be new and of the best grade of their respective kinds for their intended purpose.

P. No Third Party Beneficiaries. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Q. Recording. After the Developer has paid to the Village the amounts due pursuant to Section 9 of this Agreement and the Developer has paid to the Village an amount sufficient to cover the cost of recording this Agreement, all necessary ordinances, plats, and other instruments, the Village shall promptly cause this Agreement to be recorded in the office of the Recorder of Kendall County.

R. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

S. Freedom of Information Act. Developer agrees to maintain, without charge, all records and documents concerning or relating to this Agreement, the Subject Property, and the Development in accordance with the Freedom of Information Act (“*FOIA*”) 5 ILCS 140/1, *et seq.* Upon the Village’s request, the Developer shall produce all records requested by the Village within the timeframe requested by the Village, and if additional time is needed to compile the requested records, the Developer shall promptly notify the Village. In the event that either party is found to have not complied with FOIA due to the other party’s failure to produce documents or otherwise appropriately respond to a request under the Act, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys’ fees and penalties. The Village agrees to use its best efforts to release only those records FOIA reasonably requires to be disclosed in response to a FOIA request.

T. Progress Meetings. Developer shall at all times have an individual designated as the Village’s primary point of contact for matters pertaining to this Agreement. Upon written request of the Village, Developer shall meet on a monthly basis with the Village Administrator, or his designee, and other Village staff as appropriate, to provide a comprehensive progress report on the Development. Appropriate Development team personnel shall attend the meeting on behalf of Developer and the Village, and the Developer shall provide information regarding the status of construction and occupancy, pending permit requests, and other logistical information deemed necessary by the Village.

Exhibit List:

- A. Subject Property legal description
- B. Subject Property depiction
- C. Development plans (Exs. C1-C7)
- D. Vacation ordinance
- E. Construction Schedule
- F. Public Parking Lot Property
- G. Sign Easement Area
- H. Transferee assumption agreement

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

ATTEST:

PROJECT OWNER:

IDG-OSWEGO, LLC, an Iowa limited liability company

By: Oswego Mezzanine, LLC,
an Iowa limited liability company,
its Sole Member and Manager

By: Oswego Sponsor, LLC,
An Iowa limited liability company
its Managing Member

By: Michelle M. Steffen
Its: _____

By: Matthew Mulligan

Matthew Mulligan
Manager

ATTEST:

VILLAGE OF OSWEGO, an Illinois municipal corporation

Tina Touchette

Tina Touchette, Village Clerk

Troy Parlier

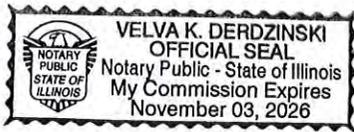
Troy Parlier, Village President



ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

This instrument was acknowledged before me on November 16, 2022, by **TROY PARLIER**, the President of the **VILLAGE OF OSWEGO**, an Illinois municipal corporation, and by **TINA TOUCHETTE**, the Village Clerk of said municipal corporation.



SEAL

Velva K. Derdzinski
Signature of Notary

My Commission expires:

November 3, 2026

STATE OF Iowa)
) SS.
COUNTY OF Dubuque)

The foregoing instrument was acknowledged before me on October 25th 2022, by Matthew Mulligan, Manager, of **IDG-Oswego, LLC** an Iowa limited liability company, as their free and voluntary act in their capacities as officers of said company for the uses and purposes herein.



SEAL

Michele M. Steffen
Signature of Notary

My Commission expires:

5/4/2024

Exhibit A

Subject Property's Legal Description

[insert]

P.I.N.: [insert]

Address: [insert]

Exhibit A

Legal Description

PARCEL 1:

LOTS 3, 4, 5, AND 7 IN VILLAGE SQUARE SUBDIVISION PHASE ONE, BEING A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 18 AND THE WEST ½ OF SECTION 17, ALL IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 2007 AS DOCUMENT NUMBER 200700003950, IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST HALF OF SECTION 18 AND THE WEST HALF OF SECTION 17, ALL IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1996 AS DOCUMENT NUMBER 9611237; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION AND ITS EASTERLY EXTENSION, A DISTANCE OF 1918.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11 DEGREES 48 MINUTES 52 SECONDS WEST A DISTANCE OF 39.37 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC* OF A TANGENTIAL CURVE, CONCAVE TO THE WEST AND HAVING A RADIUS OF 440.00 FEET, A DISTANCE OF 62.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 19 DEGREES 57 MINUTES 30 SECONDS WEST A DISTANCE OF 157.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 360.00 FEET, A DISTANCE OF 672.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 08 MINUTES 53 SECONDS EAST A DISTANCE OF 48.96 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE OF 223.16 FEET; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST A DISTANCE OF 122.04 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE 259.00 FEET; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST A DISTANCE OF 169.52 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE OF 174.50 FEET TO THE AFOREMENTIONED EASTERLY EXTENSION OF THE NORTHERLY LINE OF OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION; THENCE NORTH 78 DEGREES 11 MINUTES 08 SECONDS WEST, ALONG SAID EXTENDED LINE, A DISTANCE OF 725.62 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART FALLING IN VILLAGE SQUARE SUBDIVISION PHASE ONE RECORDED FEBRUARY 1, 2007 AS DOCUMENT NUMBER 200700003950, LYING IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS

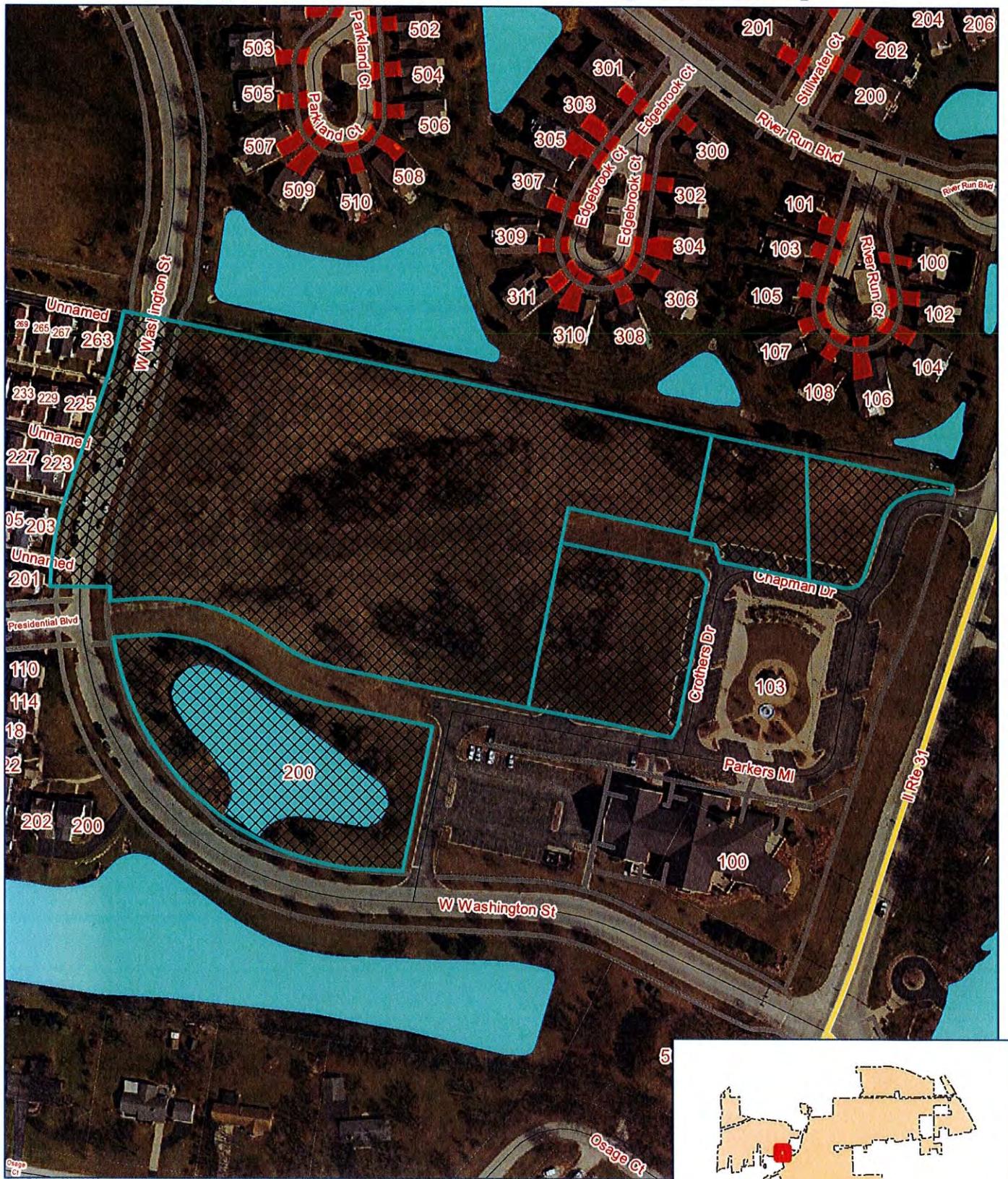
Exhibit B

Subject Property's Depiction

[insert]

ATTACHMENT E

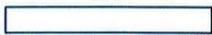
Oswego Village Senior Living Community



Date Printed: 8/11/2020



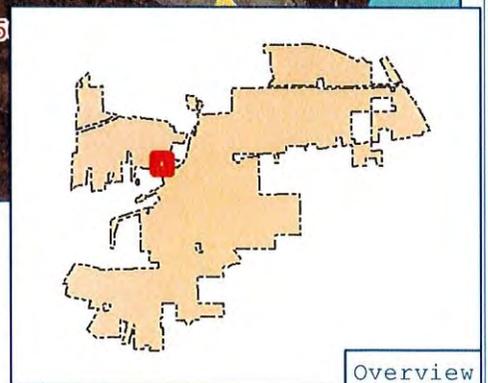
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Feet



The requested map will be created for study purposes only. Please refer to the official recorded plats or deeds for the actual legal descriptions and property dimensions. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by the Village of Oswego or its employees. This work is protected by the United States Copyright Act of 1976 (17 U.S.C. Sec 101 et seq). You are not permitted to use and/or reproduce any part of a copyrighted work of the Village of Oswego in violation of Federal Copyright Law. Doing so may result in prosecution under such law. If you wish to use property in which the Village of Oswego owns a copyright, you must obtain written permission through the Community Development Department in the Village of Oswego, located at 100 Parkers Mill, Oswego, Illinois 60543.



Overview

Exhibit C

Development Plans

[insert]

TABLE 1: AREA TABLE

LINE NO.	DESCRIPTION	AREA (SQ. FT.)	CUMULATIVE AREA (SQ. FT.)
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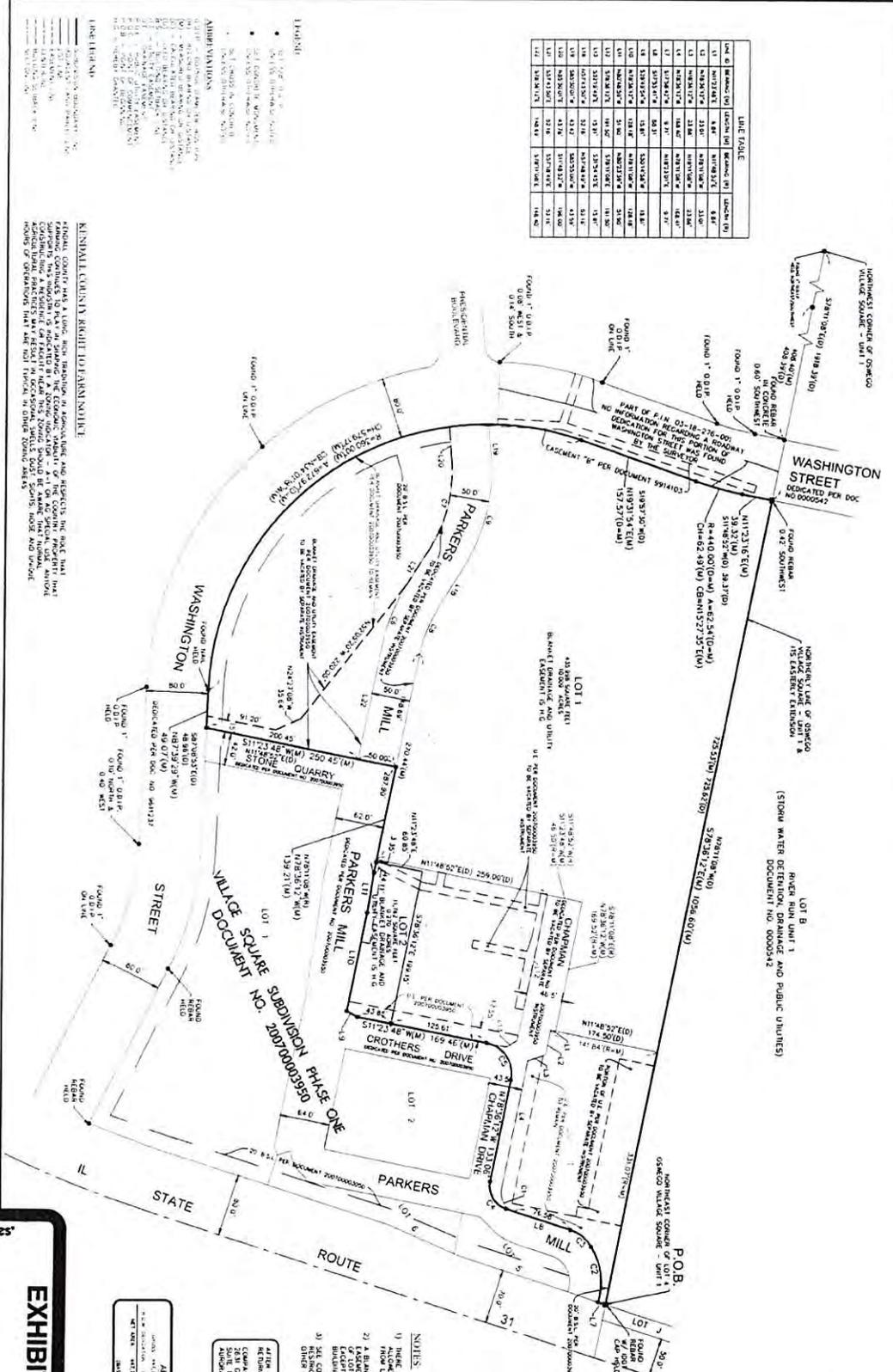


TABLE 2: LINE TABLE

LINE NO.	DESCRIPTION	LENGTH (FEET)	BEARING
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FINAL PLAT OF SUBDIVISION
OSWEGO SENIOR LIVING

BEING A SUBDIVISION OF
 PART OF THE EAST 1/2 OF SECTION 18 AND THE WEST
 PART OF SECTION 17, T4N, R10W, PM, 6TH MERIDIAN, IN
 KENDALL COUNTY, ILLINOIS.

GRAPHIC SCALE
 1 inch = 50 feet

BASIS OF BEARING:
 THE PLAT IS BEARING OF
 THE LANDS STATE PLAT COMMISSION, ILLINOIS,
 NO. 81 (2011), DATE 1/30/2011.

REVISIONS

NO.	DATE	DESCRIPTION
1	10/29/20	...
2	11/13/20	...
3	11/13/20	...

NOTES

- 1) SHOWN ARE THE PROPOSED LOTS.
- 2) ALL LOTS ARE TO BE CONVEYED TO THE STATE OF ILLINOIS.
- 3) A BARNET TRAILER AND UNIT SHALL BE LOCATED ON LOT 1.
- 4) ALL UTILITIES SHALL BE LOCATED AS SHOWN ON THE PLAT.
- 5) THE CONVEYANCE SHALL BE SUBJECT TO THE EXISTING EASEMENTS AND OTHER EASEMENTS.

COMPASS SURVEYING LTD.
 200 S. FORT WORTH PARKWAY STE. 100
 ALMORA, IL 62407
 PHONE: 618-233-1100 FAX: 618-233-1101 WWW.COMPASSSURVEYING.COM

EXHIBIT
 C p. 2 of 24

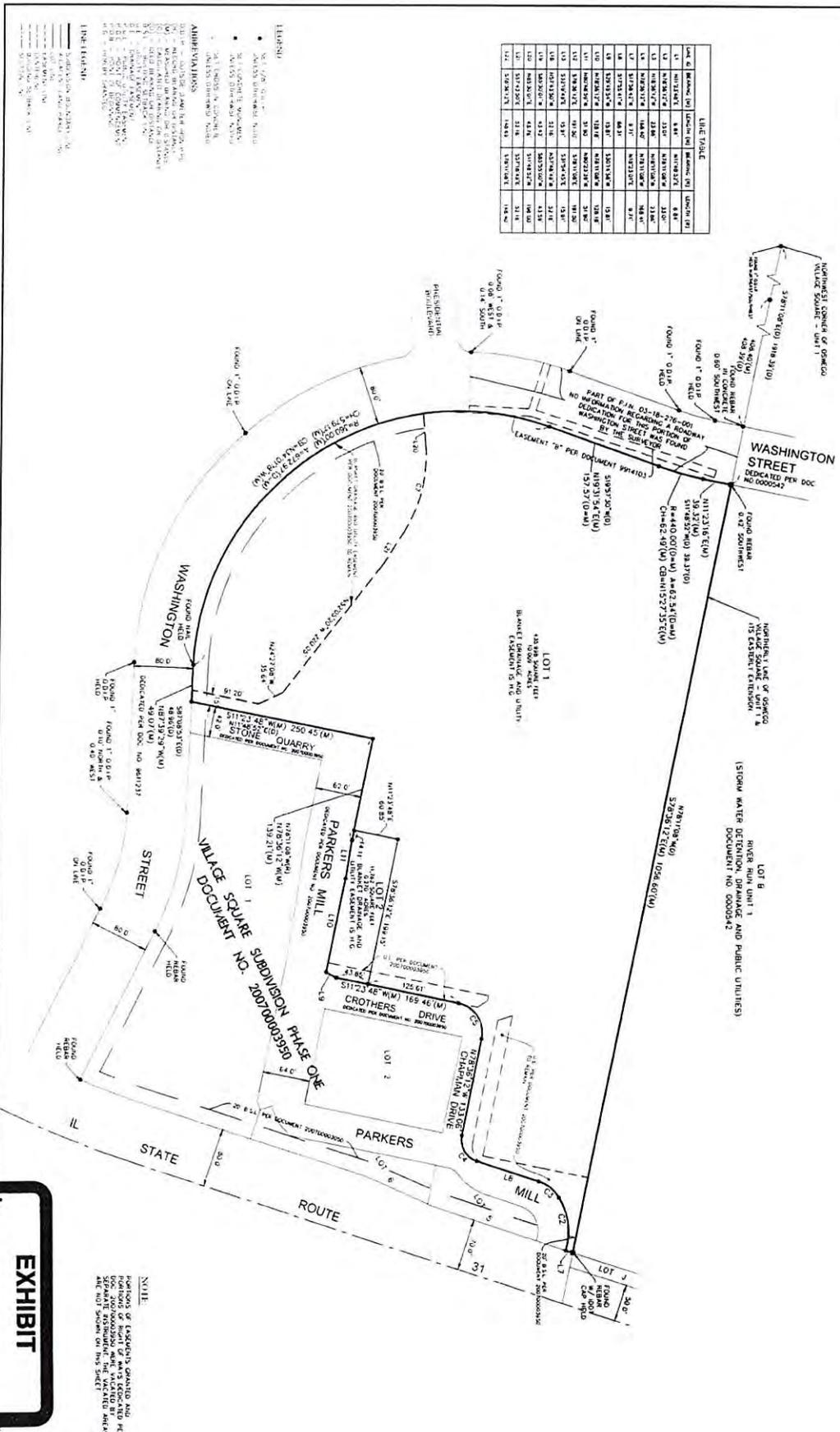
1 OF 3

CLINIC TABLE

Block of Section	Area (sq. ft.)	Area (sq. m.)	Area (sq. ft.)	Area (sq. m.)	Area (sq. ft.)	Area (sq. m.)
1	36,421	3,366	3,366	3,366	3,366	3,366
2	36,421	3,366	3,366	3,366	3,366	3,366
3	36,421	3,366	3,366	3,366	3,366	3,366
4	36,421	3,366	3,366	3,366	3,366	3,366
5	36,421	3,366	3,366	3,366	3,366	3,366
6	36,421	3,366	3,366	3,366	3,366	3,366
7	36,421	3,366	3,366	3,366	3,366	3,366
8	36,421	3,366	3,366	3,366	3,366	3,366
9	36,421	3,366	3,366	3,366	3,366	3,366
10	36,421	3,366	3,366	3,366	3,366	3,366
11	36,421	3,366	3,366	3,366	3,366	3,366
12	36,421	3,366	3,366	3,366	3,366	3,366
13	36,421	3,366	3,366	3,366	3,366	3,366
14	36,421	3,366	3,366	3,366	3,366	3,366
15	36,421	3,366	3,366	3,366	3,366	3,366
16	36,421	3,366	3,366	3,366	3,366	3,366
17	36,421	3,366	3,366	3,366	3,366	3,366
18	36,421	3,366	3,366	3,366	3,366	3,366
19	36,421	3,366	3,366	3,366	3,366	3,366
20	36,421	3,366	3,366	3,366	3,366	3,366
21	36,421	3,366	3,366	3,366	3,366	3,366
22	36,421	3,366	3,366	3,366	3,366	3,366
23	36,421	3,366	3,366	3,366	3,366	3,366
24	36,421	3,366	3,366	3,366	3,366	3,366
25	36,421	3,366	3,366	3,366	3,366	3,366
26	36,421	3,366	3,366	3,366	3,366	3,366
27	36,421	3,366	3,366	3,366	3,366	3,366
28	36,421	3,366	3,366	3,366	3,366	3,366
29	36,421	3,366	3,366	3,366	3,366	3,366
30	36,421	3,366	3,366	3,366	3,366	3,366
31	36,421	3,366	3,366	3,366	3,366	3,366
32	36,421	3,366	3,366	3,366	3,366	3,366
33	36,421	3,366	3,366	3,366	3,366	3,366
34	36,421	3,366	3,366	3,366	3,366	3,366
35	36,421	3,366	3,366	3,366	3,366	3,366
36	36,421	3,366	3,366	3,366	3,366	3,366
37	36,421	3,366	3,366	3,366	3,366	3,366
38	36,421	3,366	3,366	3,366	3,366	3,366
39	36,421	3,366	3,366	3,366	3,366	3,366
40	36,421	3,366	3,366	3,366	3,366	3,366
41	36,421	3,366	3,366	3,366	3,366	3,366
42	36,421	3,366	3,366	3,366	3,366	3,366
43	36,421	3,366	3,366	3,366	3,366	3,366
44	36,421	3,366	3,366	3,366	3,366	3,366
45	36,421	3,366	3,366	3,366	3,366	3,366
46	36,421	3,366	3,366	3,366	3,366	3,366
47	36,421	3,366	3,366	3,366	3,366	3,366
48	36,421	3,366	3,366	3,366	3,366	3,366
49	36,421	3,366	3,366	3,366	3,366	3,366
50	36,421	3,366	3,366	3,366	3,366	3,366

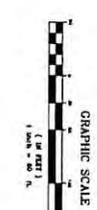
LINE TABLE

LINE NO.	START POINT	END POINT	LENGTH (FEET)	BEARING
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**FINAL PLAT OF SUBDIVISION
OSWEGO SENIOR LIVING**

BEING A SUBDIVISION OF
PART OF THE EAST 1/2 OF SECTION 18 AND THE WEST
PART OF SECTION 19 OF TOWNSHIP 21 NORTH,
RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN,
KENNEDY COUNTY, ILLINOIS.



LEGEND

- 1. 1/4" = 1' SCALE
- 2. 1/8" = 1' SCALE
- 3. 1/16" = 1' SCALE
- 4. 1/32" = 1' SCALE
- 5. 1/64" = 1' SCALE
- 6. 1/128" = 1' SCALE
- 7. 1/256" = 1' SCALE
- 8. 1/512" = 1' SCALE
- 9. 1/1024" = 1' SCALE
- 10. 1/2048" = 1' SCALE
- 11. 1/4096" = 1' SCALE
- 12. 1/8192" = 1' SCALE
- 13. 1/16384" = 1' SCALE
- 14. 1/32768" = 1' SCALE
- 15. 1/65536" = 1' SCALE
- 16. 1/131072" = 1' SCALE
- 17. 1/262144" = 1' SCALE
- 18. 1/524288" = 1' SCALE
- 19. 1/1048576" = 1' SCALE
- 20. 1/2097152" = 1' SCALE
- 21. 1/4194304" = 1' SCALE
- 22. 1/8388608" = 1' SCALE
- 23. 1/16777216" = 1' SCALE
- 24. 1/33554432" = 1' SCALE
- 25. 1/67108864" = 1' SCALE
- 26. 1/134217728" = 1' SCALE
- 27. 1/268435456" = 1' SCALE
- 28. 1/536870912" = 1' SCALE
- 29. 1/1073741824" = 1' SCALE
- 30. 1/2147483648" = 1' SCALE
- 31. 1/4294967296" = 1' SCALE
- 32. 1/8589934592" = 1' SCALE
- 33. 1/17179869184" = 1' SCALE
- 34. 1/34359738368" = 1' SCALE
- 35. 1/68719476736" = 1' SCALE
- 36. 1/137438953472" = 1' SCALE
- 37. 1/274877907344" = 1' SCALE
- 38. 1/549755814688" = 1' SCALE
- 39. 1/1099511629376" = 1' SCALE
- 40. 1/2199023258752" = 1' SCALE
- 41. 1/4398046517504" = 1' SCALE
- 42. 1/8796093035008" = 1' SCALE
- 43. 1/17592186070016" = 1' SCALE
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- 45. 1/70368744280064" = 1' SCALE
- 46. 1/140737488560128" = 1' SCALE
- 47. 1/281474977120256" = 1' SCALE
- 48. 1/562949954240512" = 1' SCALE
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- 50. 1/2251799816962048" = 1' SCALE

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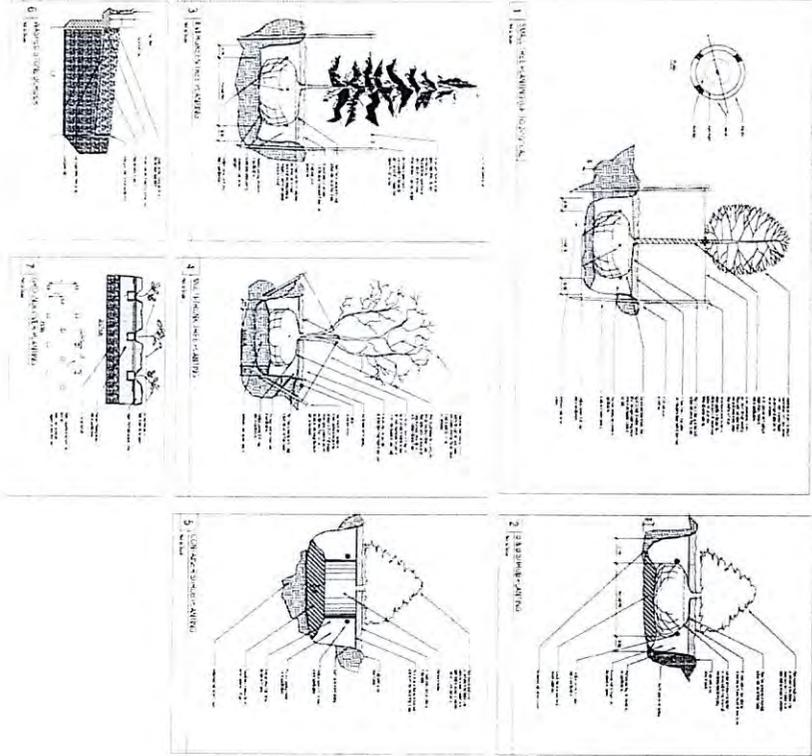
EXHIBIT

Cps of 26

<p>COMPASS SURVEYING LTD</p> <p>ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING</p> <p>250 FINDER WORKS PARKWAY STE 100 MOUNTAIN VIEW, ILLINOIS 61850-1000 PHONE: 815.434.1111 FAX: 815.434.1111 EMAIL: ADMIN@COMPASSSURVEYING.COM</p>		<p>PROJECT: FINAL PLAT OF SUBDIVISION Oswego Senior Living</p> <p>CLIENT:</p> <p>ENGINEER:</p>		<p>DATE: 10/19/20 PC: JLN DRAWN BY: BT CHECKED BY: SK BOOK: 202 PC: 53-63</p>													
<p>SCALE: 1" = 40'</p> <p>20 OF 3</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10-19-20</td> <td>JLN</td> </tr> <tr> <td>2</td> <td>10-20-20</td> <td>BT</td> </tr> <tr> <td>3</td> <td>10-20-20</td> <td>BT</td> </tr> </tbody> </table>		NO.	DATE	BY	1	10-19-20	JLN	2	10-20-20	BT	3	10-20-20	BT	<p>DATE: 10/19/20</p>	
NO.	DATE	BY															
1	10-19-20	JLN															
2	10-20-20	BT															
3	10-20-20	BT															

PLANTING NOTES

- The Contractor shall locate and verify the existence of all utilities prior to starting work.
- For grade areas, as indicated in the Grading Plan, Round all corners in grading lots or higher in center from curb elevation. Preserve existing trees and plants as indicated.
- Consult the landscape plan with other contractor's and utility locations.
- Refer to separate notes for specific Landscape Specifications.
- Prepare soil test as called for in the specifications and submit soil test and recommendations to the Project Landscape Architect or ERM/AN representative. Apply soil amendments for lawn areas to correct soils that adjust pH between 6.0 to 6.8.
- When all areas of trees, shrubs, vines and groundcovers are in place, install a 3" depth, wash stone border around existing and new plantings on lawn and on washed stone border. Detail to a depth of 4 inches.
- Submit Material.
- The Contractor shall provide maintenance for the planting and lawn areas as indicated in the specifications.
- Upon completion of the maintenance and approval for final acceptance, the Contractor shall begin the lawn and tree Project Landscape Architect or ERM/AN representative written maintenance instructions, for maintenance during and after the grow out period.
- Whereby periods are indicated in the specifications.



PLANTING DETAILS

PLANTING SCHEDULES

REFER TO SHEET L102 FOR PLANTING SCHEDULES AT DINING PATIO, JOB PATIO, AND MEMORY CARE GARDEN

PLANTING SCHEDULE - OVERALL PLAN

Plant	Quantity	Planting Date	Planting Location	Planting Method	Planting Notes
1. Tree	10	10/15/20	Area A	Planting	Planting in Area A
2. Tree	10	10/15/20	Area B	Planting	Planting in Area B
3. Tree	10	10/15/20	Area C	Planting	Planting in Area C
4. Tree	10	10/15/20	Area D	Planting	Planting in Area D
5. Tree	10	10/15/20	Area E	Planting	Planting in Area E
6. Tree	10	10/15/20	Area F	Planting	Planting in Area F
7. Tree	10	10/15/20	Area G	Planting	Planting in Area G
8. Tree	10	10/15/20	Area H	Planting	Planting in Area H
9. Tree	10	10/15/20	Area I	Planting	Planting in Area I
10. Tree	10	10/15/20	Area J	Planting	Planting in Area J

PLANTING SCHEDULE - BUFFERYARD A, 30' WIDTH

Plant	Quantity	Planting Date	Planting Location	Planting Method	Planting Notes
1. Tree	10	10/15/20	Area A	Planting	Planting in Area A
2. Tree	10	10/15/20	Area B	Planting	Planting in Area B
3. Tree	10	10/15/20	Area C	Planting	Planting in Area C
4. Tree	10	10/15/20	Area D	Planting	Planting in Area D
5. Tree	10	10/15/20	Area E	Planting	Planting in Area E
6. Tree	10	10/15/20	Area F	Planting	Planting in Area F
7. Tree	10	10/15/20	Area G	Planting	Planting in Area G
8. Tree	10	10/15/20	Area H	Planting	Planting in Area H
9. Tree	10	10/15/20	Area I	Planting	Planting in Area I
10. Tree	10	10/15/20	Area J	Planting	Planting in Area J

PLANTING SCHEDULE - BUFFERYARD B, 30' WIDTH

Plant	Quantity	Planting Date	Planting Location	Planting Method	Planting Notes
1. Tree	10	10/15/20	Area A	Planting	Planting in Area A
2. Tree	10	10/15/20	Area B	Planting	Planting in Area B
3. Tree	10	10/15/20	Area C	Planting	Planting in Area C
4. Tree	10	10/15/20	Area D	Planting	Planting in Area D
5. Tree	10	10/15/20	Area E	Planting	Planting in Area E
6. Tree	10	10/15/20	Area F	Planting	Planting in Area F
7. Tree	10	10/15/20	Area G	Planting	Planting in Area G
8. Tree	10	10/15/20	Area H	Planting	Planting in Area H
9. Tree	10	10/15/20	Area I	Planting	Planting in Area I
10. Tree	10	10/15/20	Area J	Planting	Planting in Area J

PLANTING SCHEDULE - BUFFERYARD C

Plant	Quantity	Planting Date	Planting Location	Planting Method	Planting Notes
1. Tree	10	10/15/20	Area A	Planting	Planting in Area A
2. Tree	10	10/15/20	Area B	Planting	Planting in Area B
3. Tree	10	10/15/20	Area C	Planting	Planting in Area C
4. Tree	10	10/15/20	Area D	Planting	Planting in Area D
5. Tree	10	10/15/20	Area E	Planting	Planting in Area E
6. Tree	10	10/15/20	Area F	Planting	Planting in Area F
7. Tree	10	10/15/20	Area G	Planting	Planting in Area G
8. Tree	10	10/15/20	Area H	Planting	Planting in Area H
9. Tree	10	10/15/20	Area I	Planting	Planting in Area I
10. Tree	10	10/15/20	Area J	Planting	Planting in Area J

EXHIBIT

tabbles
C.P. 7/2/26

ERDMAN

OSWEGO SENIOR LIVING

ERDMAN COMPANY
Consultant Services Provided By:

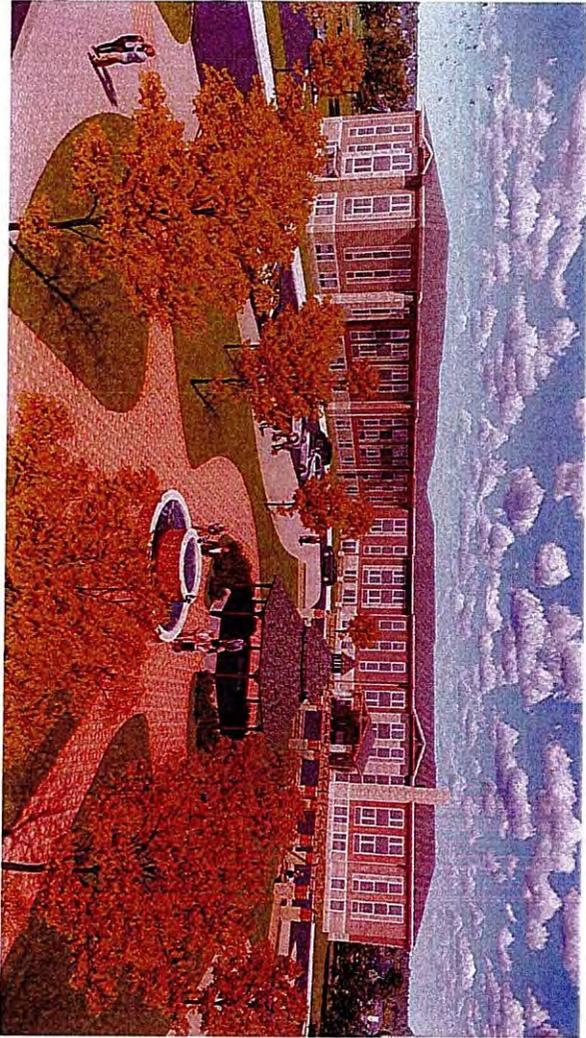
L101

NOT FOR CONSTRUCTION
PLANTING SCHEDULE, DETAILS, AND NOTES

OSWEGO SENIOR LIVING

Oswego, IL

SHEET INDEX



- G000 - PUD CITY SUBMITTAL SHEET INDEX
- AS100 - ARCHITECTURAL SITE LAYOUT PLAN
- AS101 - SITE LAYOUT PLAN ENLARGEMENTS
- L100 - LANDSCAPE
- L101 - PLANTING SCHEDULES AND DETAILS
- A121 - LIFE SAFETY PLAN - FIRST FLOOR
- A122 - LIFE SAFETY PLAN - SECOND FLOOR
- A123 - LIFE SAFETY PLAN - THIRD FLOOR
- A131 - FIRST FLOOR OVERALL PLAN
- A132 - SECOND FLOOR OVERALL PLAN
- A133 - THIRD FLOOR OVERALL PLAN
- A134 - ROOF OVERALL PLAN
- A200 - BUILDING ELEVATIONS
- A201 - EXTERIOR ELEVATIONS - EAST WING
- A202 - EXTERIOR ELEVATIONS - WEST WING
- A203 - EXTERIOR ELEVATIONS - SOUTH WING
- G000 - COTTAGE RENDERINGS
- A401 - COTTAGE PLANS AND ELEVATIONS
- A402 - COTTAGE PLANS AND ELEVATIONS
- A403 - COTTAGE PLANS AND ELEVATIONS
- A404 - COTTAGE PLANS AND ELEVATIONS
- E100S - SITE ELECTRICAL PLAN
- E500S - SITE ELECTRICAL DETAILS

ERDMAN

1001 East 10th Street
 Peoria, IL 61611
 TEL: 309.696.8888

OSWEGO SENIOR LIVING

OSWEGO, IL

No.	Description	Date
1	NOT FOR CONSTRUCTION	10/20/20
2	DISSEMINATION	10/20/20
3	DISSEMINATION	10/20/20
4	DISSEMINATION	10/20/20
5	DISSEMINATION	10/20/20
6	DISSEMINATION	10/20/20
7	DISSEMINATION	10/20/20
8	DISSEMINATION	10/20/20
9	DISSEMINATION	10/20/20
10	DISSEMINATION	10/20/20

NOT FOR CONSTRUCTION

PUD CITY SUBMITTAL

G000

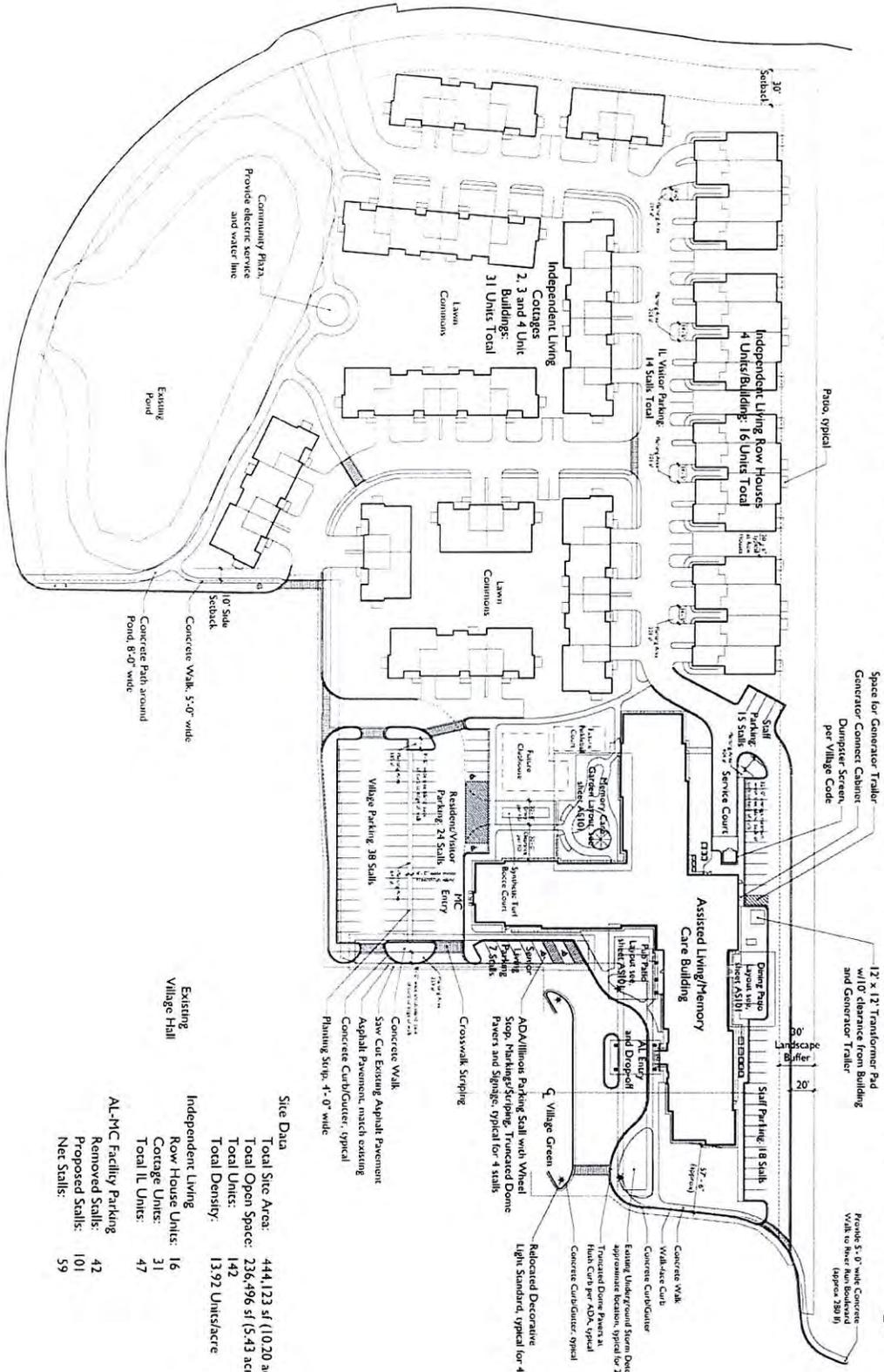
JOB #

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EXHIBIT

C p. 9 of 26

Preliminary/Final Plan of PUD Charter Senior Living



1 ARCHITECTURAL SITE LAYOUT PLAN

Site Data

Total Site Area: 444,123 sf (10.20 acres)
 Total Open Space: 236,496 sf (5.43 acres)
 Total Units: 142
 Total Density: 13.92 Units/acre

Independent Living

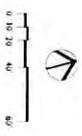
Row House Units: 16
 Cottage Units: 31
 Total IL Units: 47

AL-MC Facility Parking

Removed Stalls: 42
 Proposed Stalls: 101
 Net Stalls: 59

EXHIBIT

C 10-26



ERDMAN

OSMEGO SENIOR LIVING

OSMEGO, IL

Architectural Services Provided
 ERDMAN COMPANY
 CO-AM

Engineering Services Provided
 ERDMAN COMPANY
 CO-AM

Contract Services Provided By
 ERDMAN COMPANY
 LE No. -

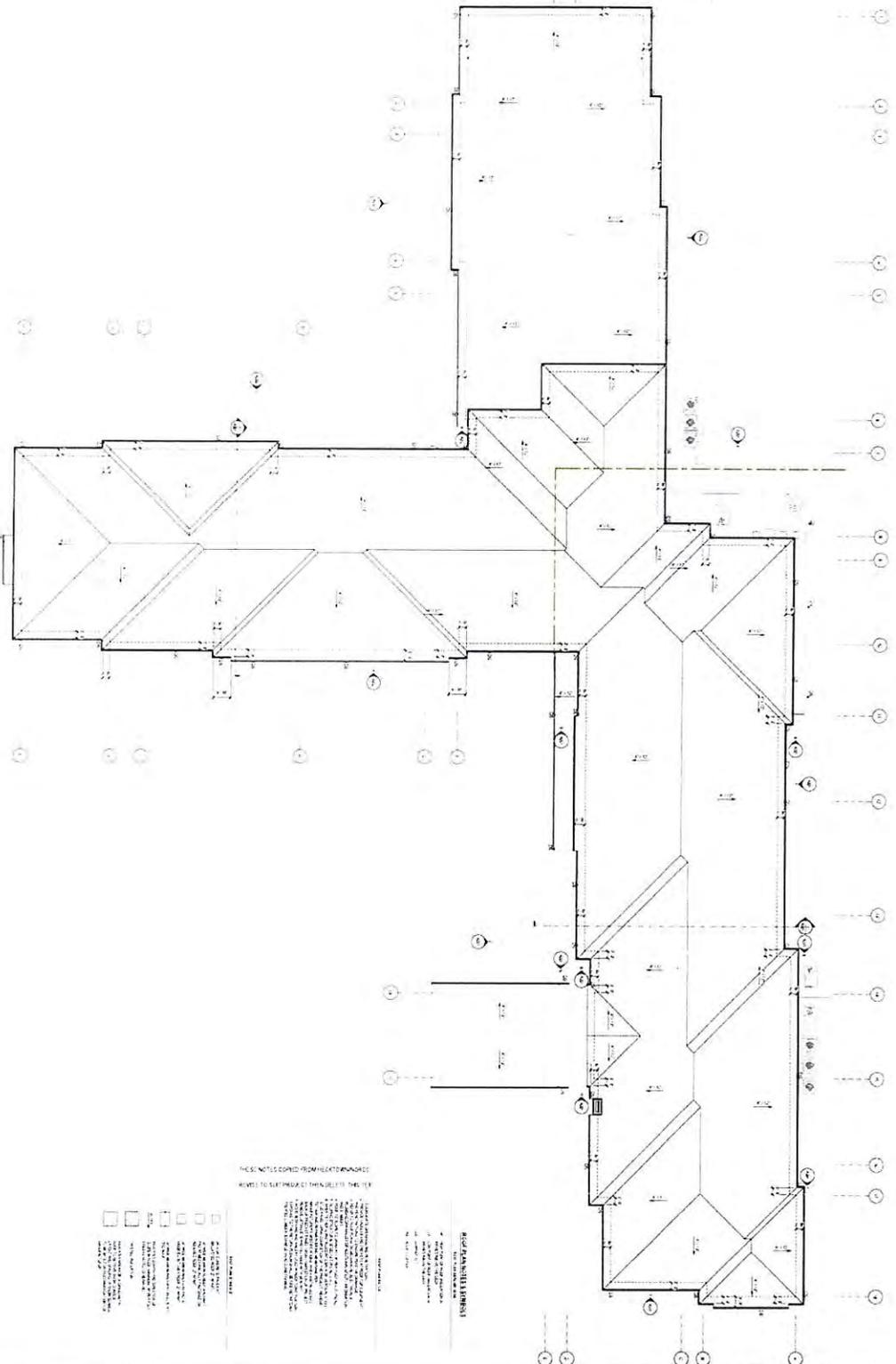
Consultant Services Provided By:

No.	Revision	Date
1	Final Construction	10/20/20
2	Final Construction	10/20/20
3	Final Construction	10/20/20
4	Final Construction	10/20/20

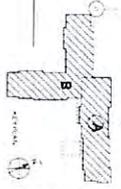
NOT FOR CONSTRUCTION

ARCHITECTURAL SITE LAYOUT PLAN

1 ROOF PLAN



tabbies
EXHIBIT
 C p. 17 of 26



THESE NOTES COPIED FROM ELECTRONIC DRAWING
 REVISED TO REFLECT CHANGES TO THIS SET

- 1. ALL ROOFING SHALL BE PERFORMED BY THE CONTRACTOR.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
- 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- 5. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND WATER MANAGEMENT SYSTEMS.
- 6. THE CONTRACTOR SHALL MAINTAIN PROPER SAFETY AND SECURITY MEASURES.
- 7. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS AND DOCUMENTATION.
- 8. THE CONTRACTOR SHALL MAINTAIN PROPER COMMUNICATIONS AND REPORTING.
- 9. THE CONTRACTOR SHALL MAINTAIN PROPER SCHEDULING AND TIMELINESS.
- 10. THE CONTRACTOR SHALL MAINTAIN PROPER QUALITY CONTROL AND INSPECTION.

ROOF PLAN NOTES SUMMARY
 ALL DIMENSIONS ARE IN FEET AND INCHES
 UNLESS OTHERWISE SPECIFIED

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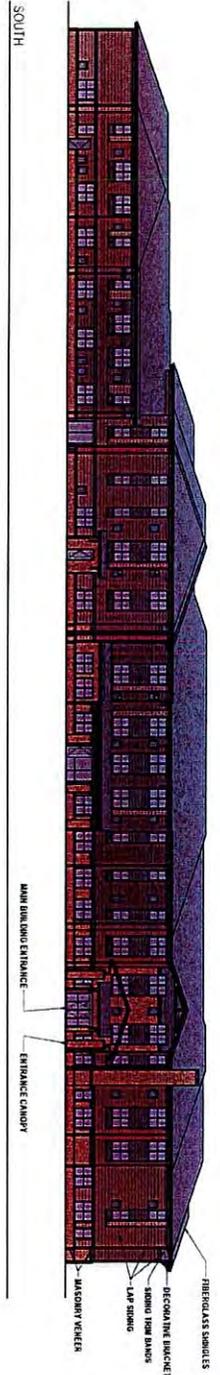
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NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/15/2025
2	ISSUED FOR CONSTRUCTION	10/15/2025
3	ISSUED FOR RECORD	10/15/2025

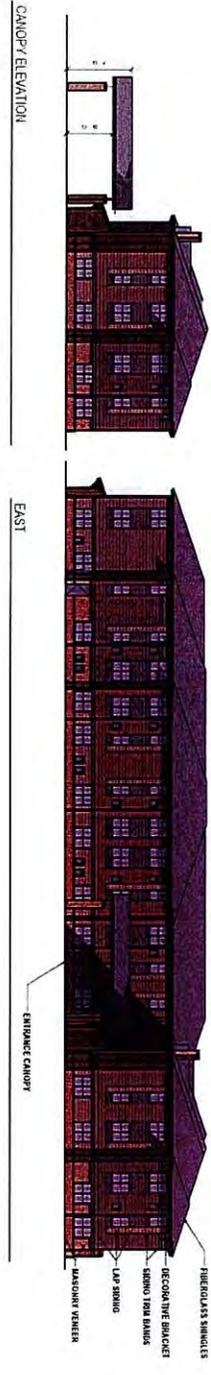
DESIGNED BY:
 ENGINEERING SERVICES PROVIDED BY:
ERDMAN COMPANY
 ENGINEERING SERVICES PROVIDED BY:
ERDMAN COMPANY
 CONSULTING SERVICES PROVIDED BY:
ERDMAN COMPANY
 CONSULTING SERVICES PROVIDED BY:
ERDMAN COMPANY

OSWEGO SENIOR LIVING

ERDMAN

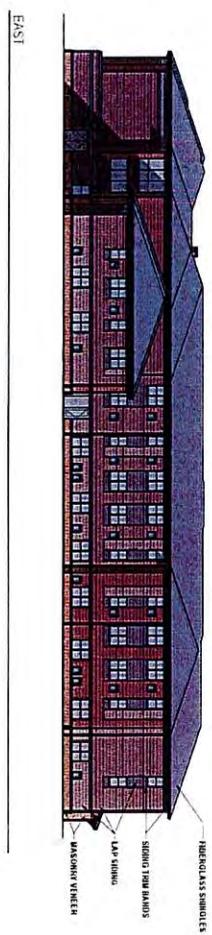


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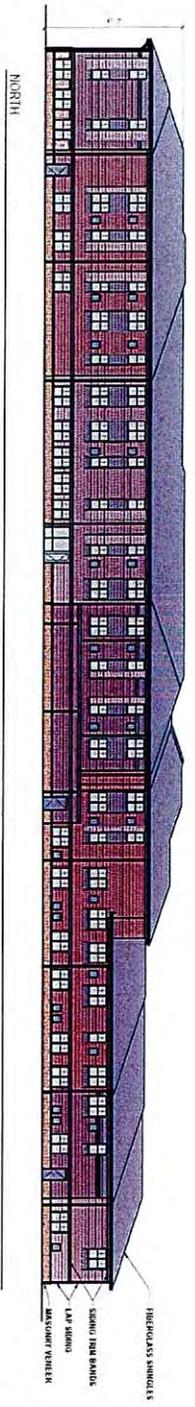


CANOPY ELEVATION

EAST



EAST



NORTH

ERDMAN

One Edward Street, Suite 100
 Oskawville, Illinois 62450
 Tel: 618-938-8888
 Fax: 618-938-8889

OSWEGO SENIOR LIVING

OSWEGO, IL

Architectural Services Provided By: **ERDMAN COMPANY**
 Engineering Services Provided By: **COAM**
 Construction Services Provided By: **ERDMAN COMPANY**
 L.L. No. _____
 Consultant Services Provided By: _____

No.	Revisions/Description	Date
1	ISSUED FOR PERMITS	11/20/20
2	FOR CONSTRUCTION	11/20/20
3	FOR PERMITS	11/20/20

NOT FOR CONSTRUCTION

EXTERIOR ELEVATIONS

A200

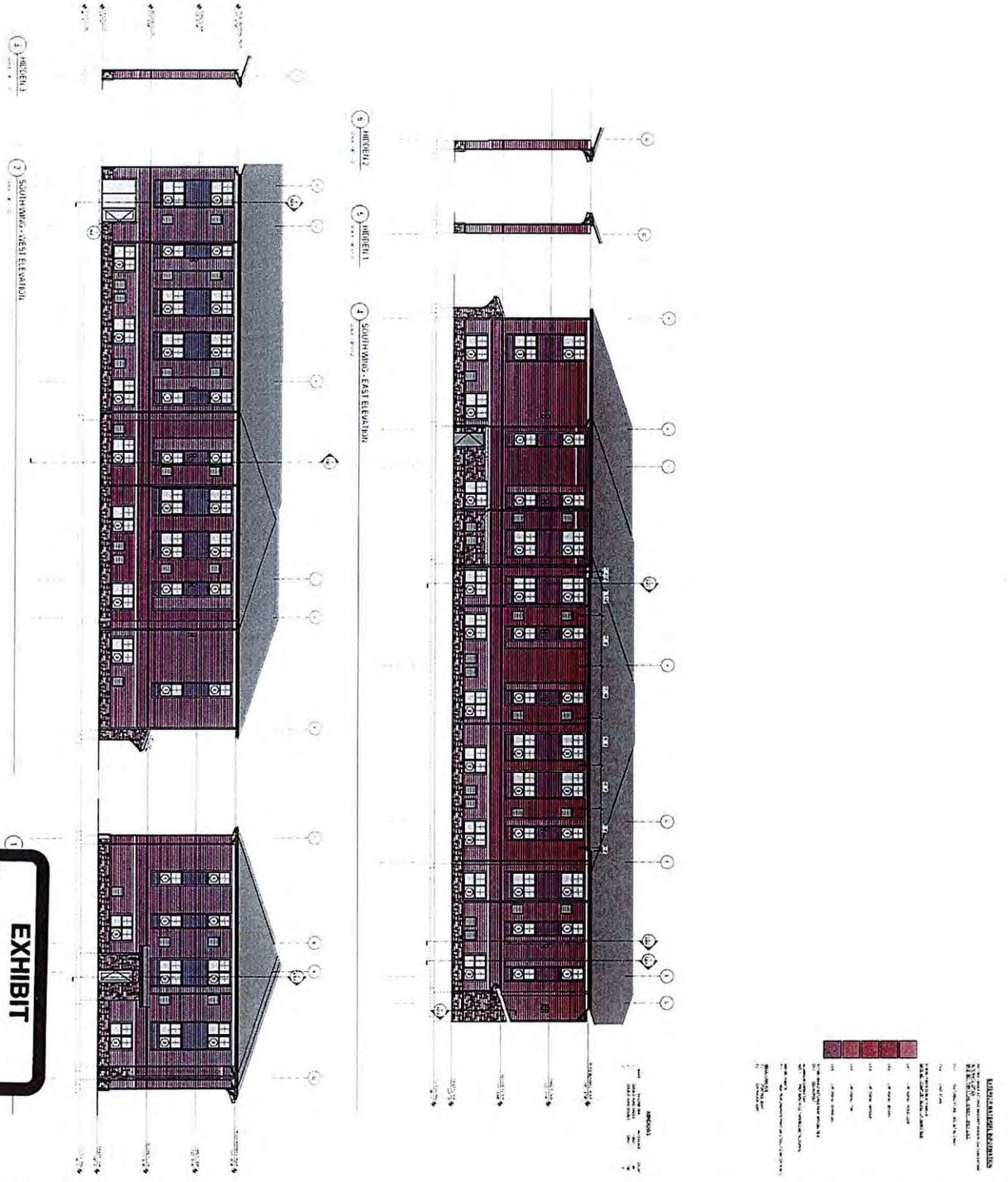
JOB #

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C. P. 1/16/24

EXHIBIT



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EXHIBIT
 C p. 21 of 26

LEGEND

1	BRICK
2	CONCRETE
3	GLASS
4	WOOD
5	STEEL
6	ALUMINUM
7	COPPER
8	BRASS
9	IRON
10	LEAD
11	ZINC
12	NICKEL
13	CHROME
14	PLATINUM
15	GOLD
16	SILVER
17	PALLADIUM
18	RHODIUM
19	IRIDIUM
20	OSMIUM
21	COBALT
22	NICKEL
23	COPPER
24	ZINC
25	IRON
26	STEEL
27	ALUMINUM
28	GLASS
29	CONCRETE
30	BRICK

ERDMAN

Architectural Firm
 1000 West 10th Street
 Suite 1000
 Denver, CO 80202
 Phone: 303.733.1000
 Fax: 303.733.1001
 Website: www.erdman.com

OWENGO SENIOR LIVING

SECTION 11

Architect of Record / Provider
 ERDMAN ARCHITECTS
 1000 WEST 10TH STREET, SUITE 1000
 DENVER, CO 80202
 PHONE: 303.733.1000
 FAX: 303.733.1001
 WWW.ERDMAN.COM

Engineering Services Provider
 ERDMAN COMPANY
 1000 WEST 10TH STREET, SUITE 1000
 DENVER, CO 80202
 PHONE: 303.733.1000
 FAX: 303.733.1001
 WWW.ERDMAN.COM

Contract Services Provider By
 ERDMAN COMPANY
 1000 WEST 10TH STREET, SUITE 1000
 DENVER, CO 80202
 PHONE: 303.733.1000
 FAX: 303.733.1001
 WWW.ERDMAN.COM

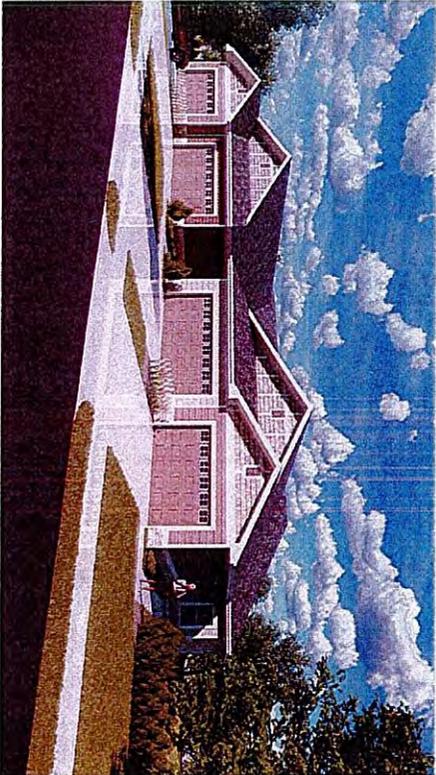
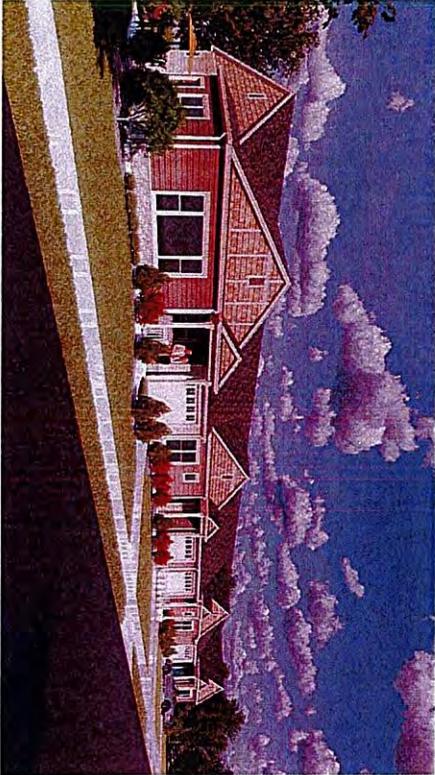
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EXTERIOR ELEVATIONS - SOUTH WING

COTTAGES AT OSWEGO SENIOR LIVING OSWEGO, IL



ERDMAN

Senior Living Division
1000 North Lincoln Street
Chicago, IL 60610
Tel: 312.467.1000

OSWEGO SENIOR LIVING

OSWEGO, IL

Assisted Senior Living by
ERDMAN COMPANY
Specialty Senior Living by
ERDMAN COMPANY
CCAF - Community Care
Assisted Living by
ERDMAN COMPANY
Ltd. Ill. -
Community Senior Services by
ERDMAN COMPANY

1. Total Sheet Length: 3000
2. Total Sheet Width: 2400
3. Total Sheet Area: 7200

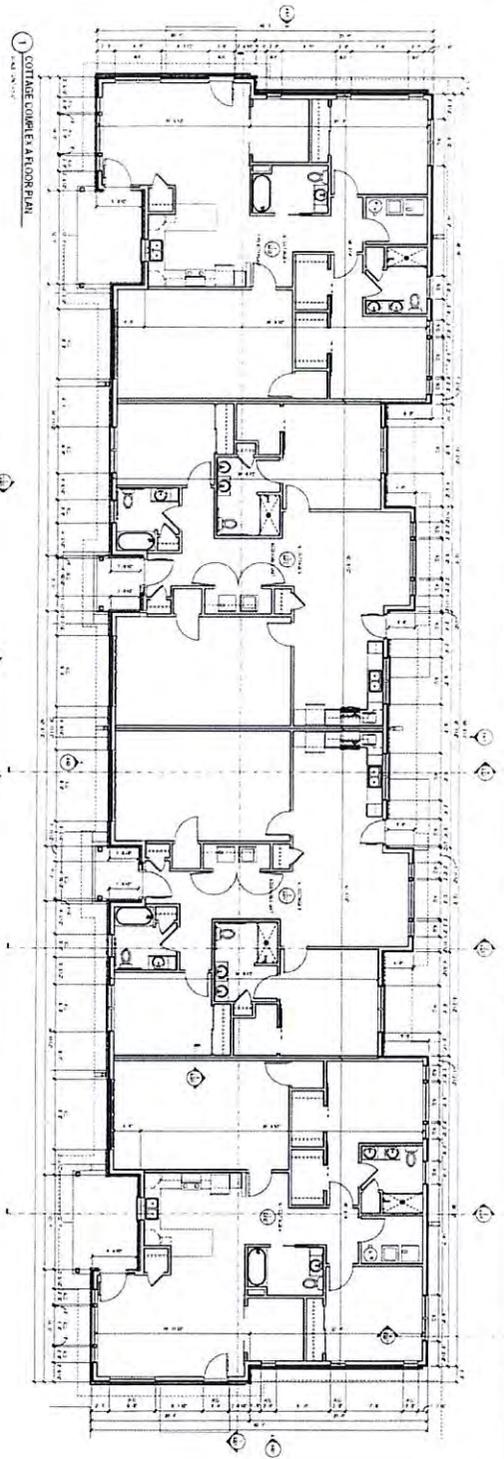
NOT FOR CONSTRUCTION

COVER SHEET

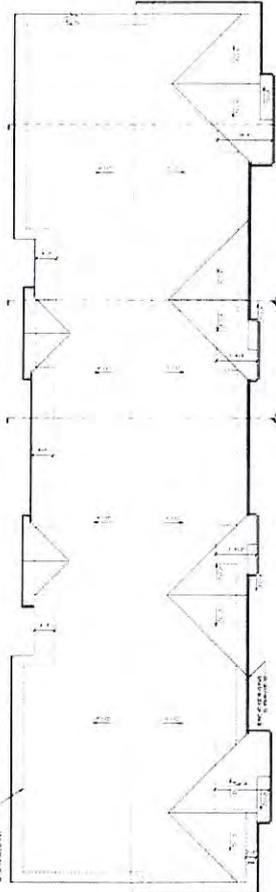
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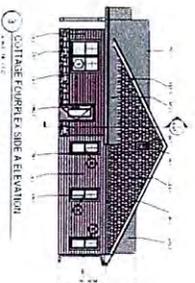
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EXHIBIT
Cp. 22 & 26



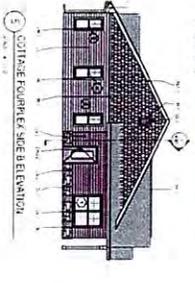
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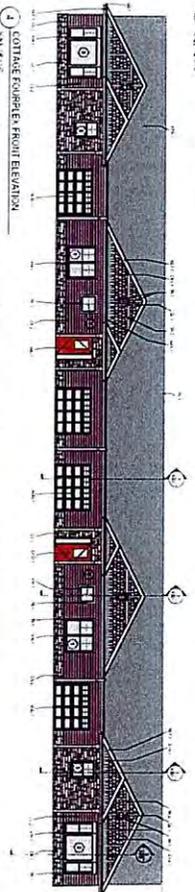
2 COTTAGE COUPLES A ROOF PLAN



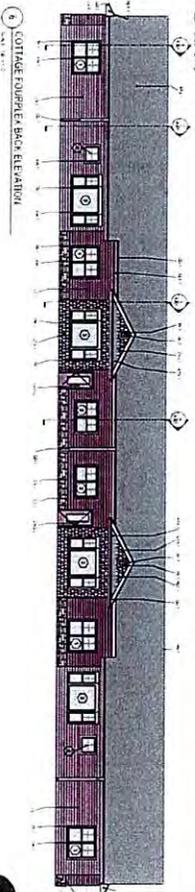
3 COTTAGE COUPLES SIDE A ELEVATION



5 COTTAGE COUPLES SIDE B ELEVATION



4 COTTAGE COUPLES FRONT ELEVATION



6 COTTAGE COUPLES BACK ELEVATION

- LEGEND**
- 1. FINISHES
 - 2. MATERIALS
 - 3. ROOFING
 - 4. EXTERIOR WALLS
 - 5. INTERIOR WALLS
 - 6. FLOORS
 - 7. CEILING
 - 8. STAIRS
 - 9. DOORS
 - 10. WINDOWS
 - 11. ROOF STRUCTURE
 - 12. FOUNDATION
 - 13. MECHANICAL
 - 14. ELECTRICAL
 - 15. PLUMBING
 - 16. OTHER

NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE 2018 INTERNATIONAL ENERGY CODE (IECC).
2. ALL MATERIALS AND FINISHES SHALL BE AS SHOWN ON THE DRAWINGS.
3. THE ROOF SHALL BE AS SHOWN ON THE ROOF PLAN.
4. THE EXTERIOR WALLS SHALL BE AS SHOWN ON THE ELEVATIONS.
5. THE INTERIOR WALLS SHALL BE AS SHOWN ON THE FLOOR PLAN.
6. THE FLOORS SHALL BE AS SHOWN ON THE FLOOR PLAN.
7. THE CEILING SHALL BE AS SHOWN ON THE FLOOR PLAN.
8. THE STAIRS SHALL BE AS SHOWN ON THE FLOOR PLAN.
9. THE DOORS SHALL BE AS SHOWN ON THE FLOOR PLAN.
10. THE WINDOWS SHALL BE AS SHOWN ON THE ELEVATIONS.
11. THE ROOF STRUCTURE SHALL BE AS SHOWN ON THE ROOF PLAN.
12. THE FOUNDATION SHALL BE AS SHOWN ON THE FLOOR PLAN.
13. THE MECHANICAL SHALL BE AS SHOWN ON THE FLOOR PLAN.
14. THE ELECTRICAL SHALL BE AS SHOWN ON THE FLOOR PLAN.
15. THE PLUMBING SHALL BE AS SHOWN ON THE FLOOR PLAN.
16. ALL OTHER WORK SHALL BE AS SHOWN ON THE DRAWINGS.

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 ENLARGED PLANS & EXTERIOR ELEVATIONS

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EXHIBIT
 Cp 28626

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1000 West Park Drive
 Suite 200
 Chicago, IL 60606
 (773) 334-1100
 www.erdman.com

Project Name: **OSWEGO SENIOR LIVING**

Contract No. **18-001**

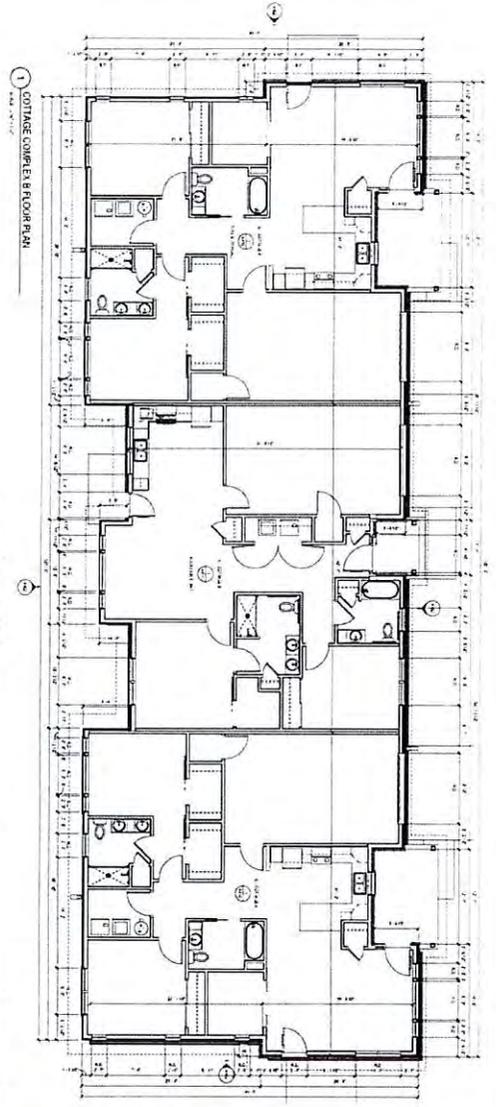
Architect: **ERDMAN COMPANY**
 1000 West Park Drive, Suite 200, Chicago, IL 60606
 (773) 334-1100
 www.erdman.com

Contract No. **18-001**

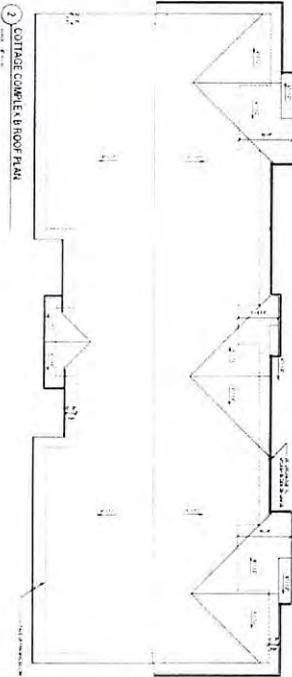
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Contract No. **18-001**

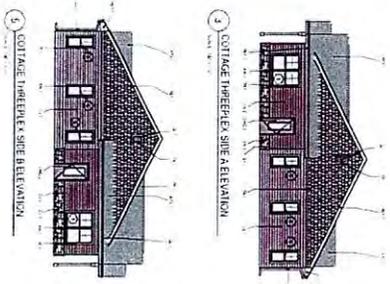
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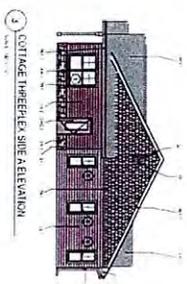
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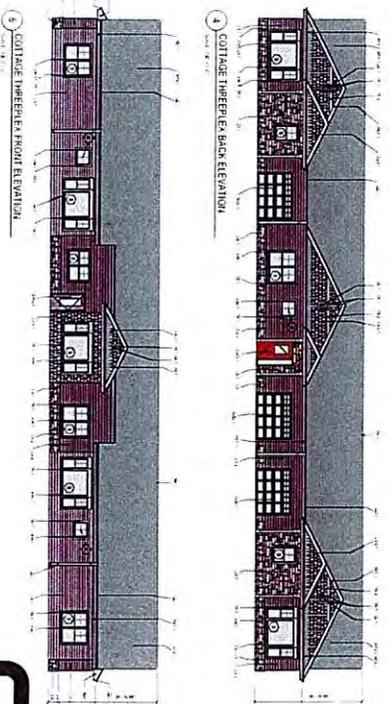
2 COTTAGE COMPLEX B ROOF PLAN



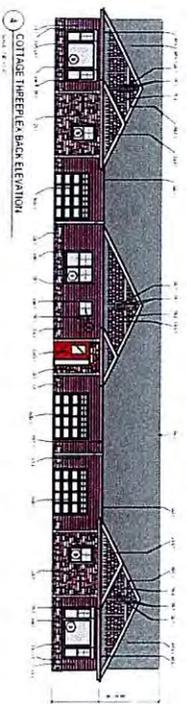
3 COTTAGE THREPLEX A SITE ELEVATION



4 COTTAGE THREPLEX B SITE ELEVATION



5 COTTAGE THREPLEX A FRONT ELEVATION



6 COTTAGE THREPLEX B BACK ELEVATION

- LEGEND**
- 1. 2" x 4" STUDS @ 16" O.C.
 - 2. 2" x 6" STUDS @ 16" O.C.
 - 3. 2" x 8" STUDS @ 16" O.C.
 - 4. 2" x 10" STUDS @ 16" O.C.
 - 5. 2" x 12" STUDS @ 16" O.C.
 - 6. 2" x 14" STUDS @ 16" O.C.
 - 7. 2" x 16" STUDS @ 16" O.C.
 - 8. 2" x 18" STUDS @ 16" O.C.
 - 9. 2" x 20" STUDS @ 16" O.C.
 - 10. 2" x 22" STUDS @ 16" O.C.
 - 11. 2" x 24" STUDS @ 16" O.C.
 - 12. 2" x 26" STUDS @ 16" O.C.
 - 13. 2" x 28" STUDS @ 16" O.C.
 - 14. 2" x 30" STUDS @ 16" O.C.
 - 15. 2" x 32" STUDS @ 16" O.C.
 - 16. 2" x 34" STUDS @ 16" O.C.
 - 17. 2" x 36" STUDS @ 16" O.C.
 - 18. 2" x 38" STUDS @ 16" O.C.
 - 19. 2" x 40" STUDS @ 16" O.C.
 - 20. 2" x 42" STUDS @ 16" O.C.
 - 21. 2" x 44" STUDS @ 16" O.C.
 - 22. 2" x 46" STUDS @ 16" O.C.
 - 23. 2" x 48" STUDS @ 16" O.C.
 - 24. 2" x 50" STUDS @ 16" O.C.
 - 25. 2" x 52" STUDS @ 16" O.C.
 - 26. 2" x 54" STUDS @ 16" O.C.
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 - 29. 2" x 60" STUDS @ 16" O.C.
 - 30. 2" x 62" STUDS @ 16" O.C.
 - 31. 2" x 64" STUDS @ 16" O.C.
 - 32. 2" x 66" STUDS @ 16" O.C.
 - 33. 2" x 68" STUDS @ 16" O.C.
 - 34. 2" x 70" STUDS @ 16" O.C.
 - 35. 2" x 72" STUDS @ 16" O.C.
 - 36. 2" x 74" STUDS @ 16" O.C.
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 - 38. 2" x 78" STUDS @ 16" O.C.
 - 39. 2" x 80" STUDS @ 16" O.C.
 - 40. 2" x 82" STUDS @ 16" O.C.
 - 41. 2" x 84" STUDS @ 16" O.C.
 - 42. 2" x 86" STUDS @ 16" O.C.
 - 43. 2" x 88" STUDS @ 16" O.C.
 - 44. 2" x 90" STUDS @ 16" O.C.
 - 45. 2" x 92" STUDS @ 16" O.C.
 - 46. 2" x 94" STUDS @ 16" O.C.
 - 47. 2" x 96" STUDS @ 16" O.C.
 - 48. 2" x 98" STUDS @ 16" O.C.
 - 49. 2" x 100" STUDS @ 16" O.C.

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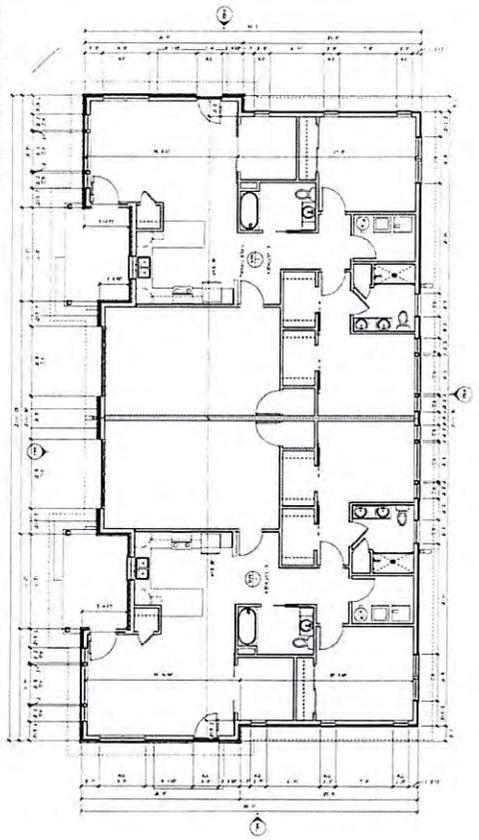
Architectural Services Provided by
ERDMAN COMPANY
 10000 South County Road
 Suite 100
 Littleton, CO 80120
 Phone: 303.741.1111
 Fax: 303.741.1112
 Website: www.erdman.com

OSWEGO SENIOR LIVING

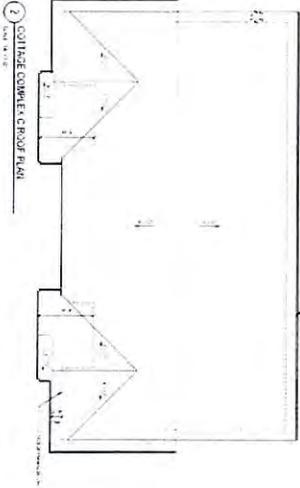
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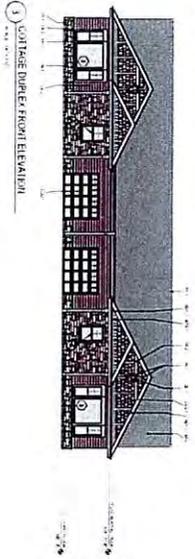
C.P. 24126



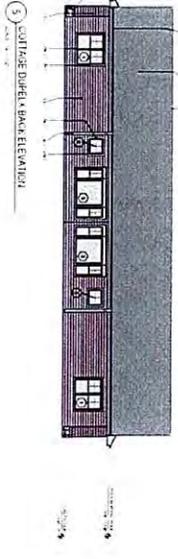
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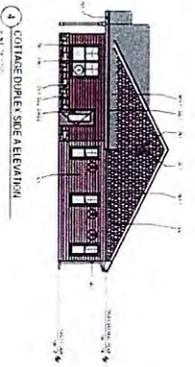
2 COTTAGE COMPLEX C ROOF PLAN



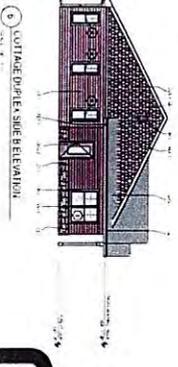
3 COTTAGE DUPLEX A FRONT ELEVATION



4 COTTAGE DUPLEX A BACK ELEVATION



5 COTTAGE DUPLEX A SIDE ELEVATION



6 COTTAGE DUPLEX A OTHER SIDE ELEVATION

- EXTERIOR MATERIALS/APPROPRIATIONS**
- 1. BRICK
 - 2. STUCCO
 - 3. METAL SIDING
 - 4. ASPHALT SHINGLES
 - 5. CEMENT SIDING
 - 6. VINYL SIDING
 - 7. ALUMINUM SIDING
 - 8. BRICK
 - 9. STUCCO
 - 10. METAL SIDING
 - 11. ASPHALT SHINGLES
 - 12. CEMENT SIDING
 - 13. VINYL SIDING
 - 14. ALUMINUM SIDING

NOTES:
 1. ALL MATERIALS AND FINISHES TO BE APPROVED BY THE ARCHITECT.
 2. ALL MATERIALS AND FINISHES TO BE MATCHED TO THE EXISTING BUILDING.
 3. ALL MATERIALS AND FINISHES TO BE MATCHED TO THE EXISTING BUILDING.
 4. ALL MATERIALS AND FINISHES TO BE MATCHED TO THE EXISTING BUILDING.
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 13. ALL MATERIALS AND FINISHES TO BE MATCHED TO THE EXISTING BUILDING.
 14. ALL MATERIALS AND FINISHES TO BE MATCHED TO THE EXISTING BUILDING.

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 1000 N. STATE ST.
 OSWEGO, NY 13127
 315.341.1111
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tables[®]

EXHIBIT

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 ENLARGED PLANS & EXTERIOR ELEVATIONS
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Exhibit D

Vacation Ordinance

[insert]

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

ORDINANCE NO. 22 - 70

**AN ORDINANCE VACATING PART OF THE
PARKERS MILL AND CHAPMAN RIGHTS OF WAY GENERALLY LOCATED
NORTHWEST OF THE INTERSECTION OF WASHINGTON STREET
AND ROUTE 31 IN OSWEGO, ILLINOIS**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF OSWEGO**

This 1st day of November 2022

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

Published in pamphlet form by authority of the President and Board of Trustees of
the Village of Oswego on November 2, 2022.

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

ORDINANCE NO. 22 - 70

**AN ORDINANCE VACATING PART OF THE
PARKERS MILL AND CHAPMAN RIGHTS OF WAY GENERALLY LOCATED
NORTHWEST OF THE INTERSECTION OF WASHINGTON STREET
AND ROUTE 31 IN OSWEGO, ILLINOIS**

WHEREAS, the Village of Oswego (“Village”) is an Illinois municipal corporation and home rule unit of local government organized and operating under the Illinois Municipal Code (65 ILCS 5/1, *et seq.*); and

WHEREAS, the Code (65 ILCS 5/11-91-1) authorizes the Village to vacate public streets and portions thereof upon finding that the vacation will serve the public interest; and

WHEREAS, the portions of the Parkers Mill right of way and Chapman right of way described and depicted on Exhibit A (“Right of Way”) are public streets under the Village’s jurisdiction; and

WHEREAS, the Right of Way contains approximately 36,000 square feet and is unimproved; and

WHEREAS, the Right of Way is immediately adjacent to the property legally described on Exhibit B (“Development Site”); and

WHEREAS, the Development Site is owned by IDG-Oswego, LLC (“Owner”), is currently vacant, and is the site of a proposed age-restricted residential community (“Development”); and

WHEREAS, in support of the Development, the Owner petitioned the Village to vacate the Right of Way and convey to the Owner the Village’s right, title, and interest in the Right of Way; and

WHEREAS, the Village's continued ownership of the Right of Way is no longer necessary, appropriate, or required, and the Right of Way provides no public benefit in its current configuration; and

WHEREAS, the Village President and Trustees have determined that the public interest will be served by vacating the Right of Way and conveying the Right of Way to the Owner, subject to the conditions contained in this Ordinance, and that vacating the Right of Way will relieve the Village of the burden and responsibility of maintaining the Right of Way in the future;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, in exercise of its home rule power, as follows:

Section 1. **RECITALS.** The foregoing recitals and exhibits attached to this Ordinance are incorporated as though fully set forth in this Section 1.

Section 2. **VACATION APPROVED.** The Owner's petition to vacate the Right of Way is hereby approved, the Plat of Vacation attached to this Ordinance as Exhibit A is approved, and the Village President and Village Clerk are authorized and directed to execute the Plat of Vacation on the Village's behalf.

Section 3. **CONVEYANCE OF TITLE.** In exchange for the Consideration, as defined in Section 4, and other good and valuable consideration, title to the Right of Way shall pass to the Owner subject to this Ordinance's terms and conditions.

Section 4. **CONSIDERATION.** In consideration of the Village vacating the Right of Way and conveying the Right of Way's title to the Owner, the Owner shall, at its sole cost, construct the Public Parking Lot and convey to the Village the Public Parking Lot Area, all as

defined in the Redevelopment Agreement (“RDA”) between the Village of Oswego and IDG-Oswego, LLC dated _____, 2022, and recorded as Document Number _____ with the Kendall County Recorder (“Consideration”), pursuant to and in accordance with the RDA’s terms. The Village Board of Trustees has exercised its legislative discretion and determined that the Consideration equals the Right of Way’s fair market value.

Section 5. UTILITY EASEMENT RESERVED. Notwithstanding anything to the contrary in this Ordinance, any preexisting rights of any utility provider, including the Village, in, at, over, along, across, through, upon, and under the Right of Way, including reasonable ingress to and egress from the Right of Way, shall be reserved and maintained.

Section 6. EFFECTIVE DATE. This Ordinance shall be effective upon the occurrence of all of the following events:

- (a) passage of this Ordinance by an affirmative vote of at least three-fourths of the Village Trustees, as required by law;
- (b) publication of this Ordinance in pamphlet form in the manner required by law;
- (c) approval of the RDA by the Village and Owner, and recordation of the RDA with the Kendall County Recorder;
- (d) Owner providing the Village with written proof, in a form acceptable to the Village Attorney, that: (1) the lawsuit captioned *Erdman Company v. IDG-Oswego, LLC, et. al*, pending as Case No. 2022 CH 000011 in the Circuit Court of the Twenty Third Judicial Circuit, Kendall County, Illinois, has been dismissed; and (2) the liens recorded against the Development Site with the Kendall County Recorder as Document Nos. 202200007222 and 202200008908 have been released.
- (e) recordation of this Ordinance with the Kendall County Recorder in accordance with Ordinance Section 7.

Section 7. **RECORDING.** Upon satisfaction of all conditions contained in this Ordinance, the Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance and the Plat of Vacation attached as Exhibit A with the Kendall County Recorder.

Section 8. **AUTHORITY.** The Village Administrator is authorized and directed to sign all documents and take all actions necessary to implement the terms of this Ordinance, including, without limitation, all actions necessary to vacate the Right of Way and convey the Right of Way's title to the Owner.

Section 9. **SUPERSEDER.** In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the Village, the terms of this Ordinance shall govern.

Section 10. **DISCLAIMER.** The Village makes no warranties or other representations concerning the Right of Way, including, without limitation, matters of title, habitability, suitability, environmental hazard, zoning, or market value.

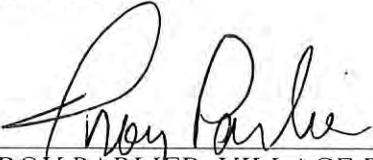
[Signature page follows]

ATTACHMENT E

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, this 1st day of November 2022.

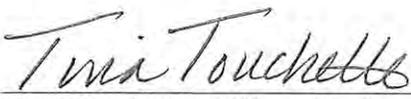
TOM GUIST	<u>AYE</u>	TERRY OLSON	<u>AYE</u>
KIT KUHRT	<u>AYE</u>	JENNIFER JONES SINNOTT	<u>AYE</u>
JAMES MARTER	<u>AYE</u>	BRIAN THOMAS	<u>AYE</u>

APPROVED by me, Tory Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois, this 1st day of November 2022.



TROY PARLIER, VILLAGE PRESIDENT

Attest:



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:

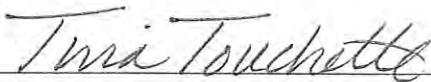
ORDINANCE NO. 22 - 70

**AN ORDINANCE VACATING PART OF THE
PARKERS MILL AND CHAPMAN RIGHTS OF WAY GENERALLY LOCATED
NORTHWEST OF THE INTERSECTION OF WASHINGTON STREET
AND ROUTE 31 IN OSWEGO, ILLINOIS**

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 1st day of November 2022, approved by the Village President on the 1st day of November 2022 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 2nd day of November 2022.



Tina Touchette, Village Clerk



Exhibit A

Plat of Vacation

[Insert]

Exhibit B

Development Site's Legal Description

PARCEL 1:

LOTS 3, 4, 5, AND 7 IN VILLAGE SQUARE SUBDIVISION PHASE ONE, BEING A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 18 AND THE WEST ½ OF SECTION 17, ALL IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 2007 AS DOCUMENT NUMBER 200700003950, IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST HALF OF SECTION 18 AND THE WEST HALF OF SECTION 17, ALL IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1996 AS DOCUMENT NUMBER 9611237; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION AND ITS EASTERLY EXTENSION, A DISTANCE OF 1918.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11 DEGREES 48 MINUTES 52 SECONDS WEST A DISTANCE OF 39.37 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC* OF A TANGENTIAL CURVE, CONCAVE TO THE WEST AND HAVING A RADIUS OF 440.00 FEET, A DISTANCE OF 62.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 19 DEGREES 57 MINUTES 30 SECONDS WEST A DISTANCE OF 157.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 360.00 FEET, A DISTANCE OF 672.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 08 MINUTES 53 SECONDS EAST A DISTANCE OF 48.96 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE OF 223.16 FEET; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST A DISTANCE OF 122.04 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE 259.00 FEET; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST A DISTANCE OF 169.52 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE OF 174.50 FEET TO THE AFOREMENTIONED EASTERLY EXTENSION OF THE NORTHERLY LINE OF OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION; THENCE NORTH 78 DEGREES 11 MINUTES 08 SECONDS WEST, ALONG SAID EXTENDED LINE, A DISTANCE OF 725.62 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART FALLING IN VILLAGE SQUARE SUBDIVISION PHASE ONE RECORDED FEBRUARY 1, 2007 AS DOCUMENT NUMBER 200700003950, LYING IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS

ATTACHMENT E

P.I.Ns.: 03-18-278-001;
03-18-276-001;
03-18-276-002;
03-18-275-001; and
03-17-157-001

Address: [Insert]

4840-2656-8251, v. 1

Exhibit E

Construction Schedule

[insert]



Oswego Senior Living



ID	Task Name	Duration	Start	Finish	CP 1, 2022	CP 4, 2022	CP 1, 2023	CP 2, 2023	CP 1, 2023	CP 1, 2024	CP 2, 2024
0	Oswego Senior Living	426 days	Mon 10/13/22	Mon 5/20/24							
1	Subcontractor Negotiation	20 days	Mon 10/23/22	Fri 10/28/22							
2	Award & Procure Critical Materials	30 days	Mon 10/17/22	Fri 11/25/22							
3	Foundation	64 days	Tue 11/1/22	Fri 2/24/23							
4	Mass Grading & Pad Prep	40 days	Tue 11/1/22	Mon 12/26/22							
5	Building Foundation	30 days	Fri 12/16/22	Thu 1/26/23							
6	Site Utilities	25 days	Wed 1/18/23	Tue 2/12/23							
7	Waterproofing / Perimeter Insulation	15 days	Fri 1/20/23	Thu 2/9/23							
8	Backfill Foundation	20 days	Wed 1/25/23	Fri 2/24/23							
9	Slabs On Grade	22 days	Wed 1/25/23	Thu 2/23/23							
10	MEP R/I Below Slabs	20 days	Wed 1/25/23	Tue 2/21/23							
11	Concrete Slab On Grade	4 days	Mon 2/20/23	Thu 2/23/23							
12	Site Work	60 days	Mon 5/1/23	Fri 7/21/23							
13	Site Concrete	25 days	Mon 5/1/23	Fri 6/21/23							
14	Site Paving	25 days	Mon 5/22/23	Fri 6/23/23							
15	Landscaping	20 days	Mon 6/26/23	Fri 7/21/23							
16	Masonry	30 days	Fri 4/13/23	Thu 2/23/23							
17	Masonry Shut/Starwell Erection	30 days	Fri 4/13/23	Thu 2/23/23							
18	Building Structure	155 days	Fri 2/24/23	Thu 9/28/23							
19	Exterior Wall Framing	40 days	Fri 2/24/23	Thu 4/20/23							
20	Insulation / ISO Board (Exterior Walls)	25 days	Fri 3/24/23	Thu 4/27/23							
21	Curtain Walls / Windows / Storefront	35 days	Fri 3/31/23	Thu 5/18/23							
22	Dryvit System	40 days	Fri 5/19/23	Thu 9/28/23							
23	Exterior Finishes	75 days	Fri 5/19/23	Thu 8/31/23							
24	Interior Core MEP Rough-ins	50 days	Fri 4/28/23	Thu 7/6/23							
25	Elevators	277 days	Fri 4/28/23	Mon 5/20/24							

Collins Community Credit
 Wed 10/12/22

Task: Sift
 Milestone: Milestone

Summary: Summary
 Project Summary: Project Summary
 Function Tab: Function Tab

Reaction Milestone: Reaction Milestone
 Inactive Summary: Inactive Summary
 Visual Tab: Visual Tab

Duration: Duration
 Normal Summary: Normal Summary
 Internal Summary: Internal Summary

Start only: Start only
 End only: End only
 Critical: Critical
 Label: Label

Overall: Overall
 Progress: Progress
 Manual Progress: Manual Progress

Page 1

tabbles

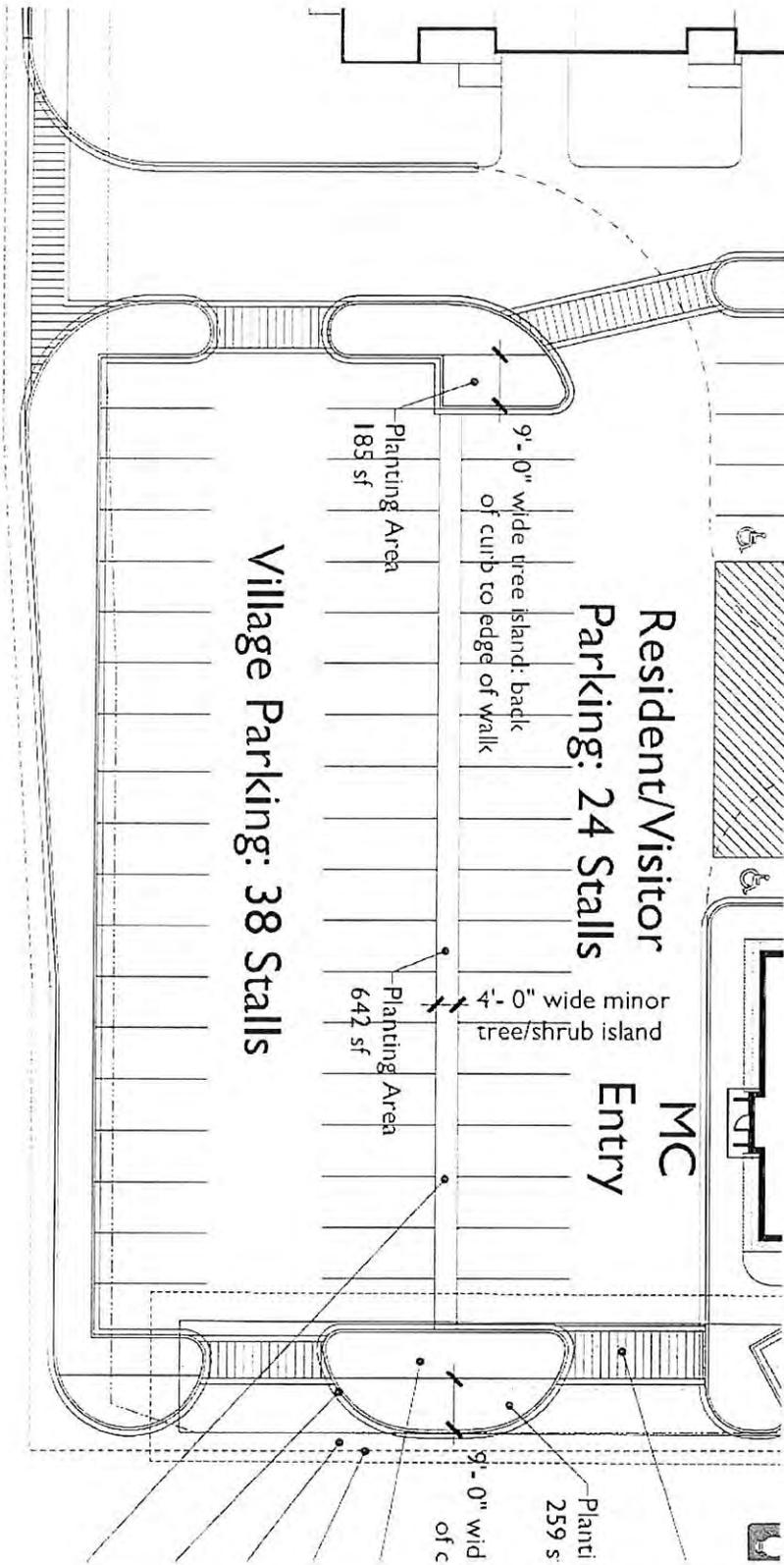
E p. 182

EXHIBIT

Exhibit F

Public Parking Lot Property

[insert]



tabbles®

EXHIBIT

Village Parking Lot

Exhibit G

Sign Easement Area

[insert]



tabbles[®]

EXHIBIT

G1

January 27, 2021

Site Address Points



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS u
community
Copyright © 2011 Village of Oswego

Exhibit H

Transferee Assumption Agreement

THIS AGREEMENT (“*Agreement*”), made as of this ____ day of _____, 20__, by, between and among IDG-Oswego, LLC, an Iowa limited liability company (“*Owner*”); _____, a _____ (“*Transferee*”); and the Village of Oswego, an Illinois municipal corporation (“*Village*”),

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from the Owner certain real property situated in Kendall County, Illinois and legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (“*Property*”); and

WHEREAS, following the conveyance of the Property by the Owner, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by the Owner, the Owner and the Village require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Redevelopment Agreement, dated as of _____, 2022, and recorded in the Office of the Kendall County Recorder on _____, 2022, as Document No. _____, by and between the Village and Owner, as amended from time to time (“*Redevelopment Agreement*”);

NOW, THEREFORE, in consideration of the agreement of the Owner to convey the Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the Village, the Owner, and the Transferee as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Owner or the developer of the Property.

3. **Assurances of Financial Ability**. Contemporaneously with the Transferee’s execution of this Agreement, the Transferee shall, upon the request of the Village, provide the Village with reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may require.

4. **Acknowledgement and Release of Transferor.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owner from any and all liability for failure to comply with the terms, requirements and obligations of the Redevelopment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

IDG-Oswego, LLC, an Iowa limited liability company

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

VILLAGE OF OSWEGO, an Illinois municipal corporation

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

TRANSFEREE

Name:

A:

By: _____

By: _____

Its: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL)

This instrument was acknowledged before me on _____, 20____,
by _____, the President of the **VILLAGE OF OSWEGO**, an Illinois
municipal corporation, and by _____, the Village Clerk of said municipal
corporation.

Signature of Notary

SEAL

My Commission expires:

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on
_____ 20____, by _____ the _____ and
_____ the _____ of **IDG-OSWEGO, LLC**, an Iowa limited liability
company, as their free and voluntary act in their capacities as officers of said company for the uses
and purposes herein.

Signature of Notary

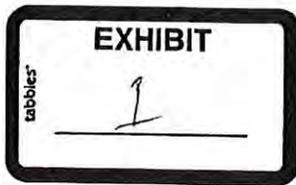
SEAL

My Commission expires:

[insert]

P.I.N.: [insert]

Address: [insert]



Legal Description

PARCEL 1:

LOTS 3, 4, 5, AND 7 IN VILLAGE SQUARE SUBDIVISION PHASE ONE, BEING A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 18 AND THE WEST ½ OF SECTION 17, ALL IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 2007 AS DOCUMENT NUMBER 200700003950, IN KENDALL COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST HALF OF SECTION 18 AND THE WEST HALF OF SECTION 17, ALL IN TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1996 AS DOCUMENT NUMBER 9611237; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION AND ITS EASTERLY EXTENSION, A DISTANCE OF 1918.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11 DEGREES 48 MINUTES 52 SECONDS WEST A DISTANCE OF 39.37 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC* OF A TANGENTIAL CURVE, CONCAVE TO THE WEST AND HAVING A RADIUS OF 440.00 FEET, A DISTANCE OF 62.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 19 DEGREES 57 MINUTES 30 SECONDS WEST A DISTANCE OF 157.57 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 360.00 FEET, A DISTANCE OF 672.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 08 MINUTES 53 SECONDS EAST A DISTANCE OF 48.96 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE OF 223.16 FEET; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST A DISTANCE OF 122.04 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE 259.00 FEET; THENCE SOUTH 78 DEGREES 11 MINUTES 08 SECONDS EAST A DISTANCE OF 169.52 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 52 SECONDS EAST A DISTANCE OF 174.50 FEET TO THE AFOREMENTIONED EASTERLY EXTENSION OF THE NORTHERLY LINE OF OSWEGO VILLAGE SQUARE – UNIT 1 SUBDIVISION; THENCE NORTH 78 DEGREES 11 MINUTES 08 SECONDS WEST, ALONG SAID EXTENDED LINE, A DISTANCE OF 725.62 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART FALLING IN VILLAGE SQUARE SUBDIVISION PHASE ONE RECORDED FEBRUARY 1, 2007 AS DOCUMENT NUMBER 200700003950, LYING IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS

RESOLUTION NO. 22 - R - 47

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD., OF ROSEMONT, IL., FOR CONSTRUCTION ENGINEERING FOR THE US ROUTE 34 (WASHINGTON STREET) AT HARRISON STREET AND MAIN STREET PROJECT IN THE AMOUNT NOT TO EXCEED \$139,835.00

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

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

WHEREAS, The Village of Oswego desires to construct traffic control signals on US Route 34 (Washington Street) at Harrison and Main Streets; and

WHEREAS, the Village approved Resolution 20-R- 79 on August 18, 2020, authorizing an agreement with Christopher B. Burke Engineering Ltd. (CBBEL) for professional engineering services to prepare long-term safety improvement plans for US Route 34 (Washington Street) at Harrison and Main Streets; and

WHEREAS, CBBEL has prepared the plans to construct traffic control signals on US Route 34 (Washington Street) at Harrison and Main Streets; and

WHEREAS, CBBEL has provided construction engineering services to the Village for past projects; and,

WHEREAS, the Village desires to have CBBEL perform construction engineering services for the construction of traffic control signals on US Route 34 (Washington Street) at Harrison and Main Streets based upon their knowledge of the project and past performance conducting construction engineering; and

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

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. APPROVAL OF AGREEMENT

The Village President and Village Board of Trustees hereby approve the agreement between the Village of Oswego and Christopher B. Burke Engineering, Ltd., substantially in the form attached as "Exhibit A" in the amount not-to-exceed of \$139,835.00 for construction engineering services for the US Route 34 (Washington Street) at Harrison Street and Main Street project, and the Village President and Village Clerk are authorized and directed to execute said agreement on behalf of the Village.

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 to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 17th day of May 2022.

TOM GUIST	<u>AYE</u>	TERRY OLSON	<u>AYE</u>
KIT KUHRT	<u>AYE</u>	JENNIFER JONES SINNOTT	<u>AYE</u>

ATTACHMENT E

JAMES MARTER

AYE

BRIAN THOMAS

AYE

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 17th day of May 2022.



TROY PARLIER, VILLAGE PRESIDENT



Tina Touchette, Village Clerk

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 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 a Resolution entitled:

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD., OF ROSEMONT, IL., FOR CONSTRUCTION ENGINEERING FOR THE US ROUTE 34 (WASHINGTON STREET) AT HARRISON STREET AND MAIN STREET PROJECT IN THE AMOUNT NOT TO EXCEED \$139,835.00

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 17th day of May 2022, and thereafter approved by the Village President on the 17th day of May 2022.

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 18th day of May 2022.



Tina Touchette, Village Clerk
Village of Oswego





PROFESSIONAL SERVICES AGREEMENT

Construction Engineering for the US Route 34 (Washington Street) at Harrison Street and Main Street Project

This Agreement is made this 17th day of May 2022, between and shall be binding upon the Village of Oswego, Kendall, and Will Counties, an Illinois Municipal Corporation hereinafter referred to as the "Village" and Christopher B. Burke Engineering, LTD., hereinafter referred to as the "Firm" and its successors.

The Firm has been engaged to perform certain professional services, and it is understood that the parties have not entered into any joint venture or partnership with the other. The Firm shall not be considered to be the agent of the Village. The Firm shall render government affairs services in accordance with generally accepted and currently recognized practices and principles. The Firm shall strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. Each party shall designate one person to act with authority on its behalf. The person designated shall review and respond promptly to communications received from the other party.

1. SCOPE OF SERVICES

Witnessed, that in consideration of the mutual promises of the parties, the Firm agrees to perform the services, and the Village agrees to pay for the following services:

CBBEL proposes the following scope of Construction Engineering services to complete the US Route 34 (Washington Street) at Harrison Street and Main Street Project:

Task 1 – Pre-Construction Services

- Attend pre-construction conference and prepare and circulate minutes.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any public meetings with concerned residents, if requested. Coordinate initial project notices with impacted stakeholders.
- Review preliminary construction layout in the field and identify potential conflicts.

Task 2 – Submittal Review and Technical Design Support

CBBEL will receive, track, review submittals for compliance with the contract documents, return submittals to the Contractor, and request a re-submittal if not approved. CBBEL will review the Contractor's suggestions for modifications to the drawings and specifications and provide a recommendation to the Village.

This task includes CBBEL Traffic Engineer assistance to review equipment and related item submittals, RFIs, and inspections in the field.

Construction Engineering for the US route 34 (Washington Street) at Harrison Street and Main Street Project

Task 3 - Construction Observation

This task assumes part-time construction observation of a construction schedule of 110 Working Days by the Contractor.

Observation Services: CBEL staff will perform the following tasks daily or as required by the Contractor's activities:

- Complete all documentation required by IDOT Policy.
- Assign and schedule all field and material inspection and maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.
- Direct client contact on project related issues.
- Observe and document traffic control.
- Observe daily construction for compliance to the plans and specifications.
- Coordinate daily with Contractor on work and schedule.
- Manage and quality control of construction engineering staff.
- Maintain a daily record of the Contractor's activities throughout construction including information to permit verification of the nature and costs of changes in plans and authorized extra work.
- Prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports. This documentation will be completed using the Construction and Materials Management System (CMMS).
- Prepare and submit all partial and final material documentation. This documentation will be completed using the MISTIC Entry Database.
- Conduct project meetings (as required).

Task 4 - Construction Documentation

- Keep an inspector's daily report book and project diary in the Village's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
- Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
- Schedule any material testing through the Village's Consultant at the frequency required by IDOT's QC/QA provisions. Also obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
- Prepare a monthly written update to the Village summarizing the Project status, costs and schedule.
- Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.

Construction Engineering for the US route 34 (Washington Street) at Harrison Street and Main Street Project

Task 5 – IDOT Final Papers

- Resident Engineer will coordinate and complete IDOT Final Papers required after 100% completion. This includes, but is not limited to, the following:
 - BC-71 – Final Inspection Report of State Road Work
 - BC-111 – Checklist for Engineer's Final Payment Estimate
 - Net Cost of Section
 - Striping Inspection Form
 - BC-608 – Local Agency Certification of Project Acceptance
 - BC-1777 – Contractor's Performance Evaluation
 - Resident Engineer's Checklist for DBE/WBE

Task 6 – Post-Construction

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the Village. Prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Review construction record drawings for completeness prior to submission to Village for further processing.
- Provide the Village a set of redline field markup construction record drawings in a pdf format.

Task 7 – Material Testing (by others)

Material Testing and Inspection will be provided by our subconsultant Testing Service Corporation, Inc. Services will include:

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.
- Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT, and promptly submit reports on forms prepared by said Bureau.
- All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- Inspection of all materials and submit inspection reports to the Village in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

Task 8 – Direct Costs (Vehicle Usage)

- Vehicle usage: 110 days at \$32.50 per half day. (Vehicle Usage is billed at \$65/day; this project is anticipated to be staffed on average 4 hours per day.)

Construction Engineering for the US route 34 (Washington Street) at Harrison Street and Main Street Project

Estimate of Fee

We have determined the following not to exceed costs for each of the tasks described in this proposal.

Task 1	Pre-Construction Services	\$ 6,950
Task 2	Submittal Review & Tech. Design Support	\$ 10,740
Task 3	Construction Observation	\$ 70,360
Task 4	Construction Documentation	\$ 31,420
Task 5	IDOT Final Papers	\$ 6,620
Task 6	Post-Construction	\$ 6,620
Task 7	Material Testing (Testing Service Corporation)	\$ 3,550
Task 8	Direct Costs (Vehicle Usage)	\$ 3,575
	Total	\$ 139,835

2. PERSONAL PROTECTIVE EQUIPMENT

The Firm shall comply with the Village Personal Protective Equipment (PPE) policy. The policy at minimum requires anyone on a construction site to wear a safety vest and steel-toed shoes. Various situations calling for further safety requirements are indicated in the policy.

3. SUPERVISION OF WORK OF OTHERS

Except for Firms, contractors or subcontractors engaged by the Firm to perform services covered by this agreement, the Firm shall not at any time supervise, direct, or have control over any other Firm's or contractor's work, nor shall the Firm have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any other Firm or contractor, nor for safety precautions and programs in connection with the other Firm's or contractor's work, nor for any failure of any other Firm or contractor to comply with laws and regulations applicable to Firm's work. The Firm neither guarantees the performance of any other Firm or contractor nor assumes responsibility for any other Firm's or contractor's failure to furnish and perform its work. The Firm shall have no authority to stop any other Firm's or contractor's work but will advise Village of work that is not in conformance with the approved plans and specifications.

4. DELIVERY AND REUSE OF DOCUMENTS

All drawings, specifications, reports, and any other project documents prepared by the Firm in connection with any or all of the services furnished thereunder shall be delivered to the Village for the express use of the Village. Documents are not intended or represented to be suitable for reuse by the Village or others on any other project. Any such use without the prior written authorization of the Firm will be at the Village's sole risk. The Firm does have the right to retain original documents but shall cause to be delivered to the Village such quality of documents so as to enable reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Firm fails to deliver a fully reproducible document.

5. SUBLETTING OF CONTRACT

The Firm may sublet portions of the services. Sub-contractors shall conform, in all respects, to the applicable provisions specified for the Firm and shall further be subject to approval by the Village prior to the performance of any services by the sub-contractor. Rejection of a particular sub-contractor shall not be cause to alter the original Agreement or to request additional compensation. The Firm shall identify all proposed sub-contractors who will furnish services. The services to be done by the sub-contractor shall be outlined in detail to the Village prior to the start of services and identified in the progress reports submitted by the Firm. The qualifications of the proposed sub-contractor shall be submitted to the Village, in the same format and basic requirements as required of the Firm. At all times the Firm shall maintain no less than fifty-one (51) percent of the dollar value of the Agreement by direct employees of the Firm.

6. AGREEMENT AMOUNT AND PRICES

For the Firm's services described in the agreement documents, the Village agrees to pay and the Firm agrees to accept as full payment for the services which are the subject matter of this Agreement in accordance with the General Provisions and the "Local Government Prompt Payment Act."

Unless specifically agreed to by the Village, the following expenses will not be allowed: charges for items that are considered a normal cost of doing business or are considered a normal feature in an office, for example, charges for sending or receiving facsimiles or emails; CADD or computer charges; telephone, pager or other telecommunication charges; copies or reproductions for the internal use of the Firm (copies or reproductions for external use, i.e. submittals to the Village or other governing agencies, are allowable as reimbursable expenses.)

7. INVOICING AND PAYMENT

The Firm shall submit invoices electronically. Invoices will cover the services performed from the first of each month to the end of that specific month. Only one invoice shall be submitted per month. Statements shall include a detailed breakdown of all charges incurred. The invoice shall detail personnel name, title, pay rate, hours charged, and task performed. If personnel worked on more than one task during the invoice period, each task shall be identified with the corresponding hours charged. Invoices shall be based on actual hours of performance.

Invoices shall be accompanied by monthly progress reports. Invoices submitted without a progress report will be considered incomplete and will not be processed for payment. The progress report shall include rates of completion for all tasks scoped, rates of completion for all deliverable products, updated delivery dates, services performed in the current period, services anticipated to be performed in the next period and information or deliverables that the Firm is waiting for. The following five items shall be clearly addressed in each monthly report:

1. Services performed in the period covered by the invoice.
2. Services to be performed in the next period.
3. Deliverables and due dates, particularly noting items due in the next period (updated schedule).
4. Items that the Firm is waiting for from the Village or other agencies.
5. A summary or statement discussing the financial status of the individual project – is the

Construction Engineering for the US route 34 (Washington Street) at Harrison Street and Main Street Project

project under, on, or over budget. If over budget, identify the reason and provide an estimate number of hours and cost to complete the project.

The Village agrees to make monthly payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Sub-contractor costs are not considered direct costs for purposes of calculating the withheld amount. Should charges related to travel be required, the Firm shall notify the Village for approval and no further action shall be done by the Firm until authorization to proceed in writing has been received from the Village.

8. CHANGES

The Village reserves the right by written amendment to make changes in requirements, amount of services, or time schedule. The Firm and the Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

9. SUSPENSION OF SERVICES

The Village may, at any time, by written order to the Firm require the Firm to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order the Firm shall immediately comply with its terms and take all steps to minimize the incurrence of costs allocable to the services covered by the order. Firm shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. Upon resumption of services, the Village shall compensate the Firm for reasonable expenses incurred as a result of the suspension and resumption of its services, and the Firm's schedule and fees for the remainder of the Project shall be equitably adjusted.

10. TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of any agreement awarded, upon ten (10) calendar days written notice to the Firm. The Village further reserves the right to cancel the whole or any part of the Agreement if the Firm fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Firm will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods, epidemics, or pandemics.

Upon such termination, the Firm shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates and data, as well as products of computer aided drafting, design and writing that have been paid for by the Village. Costs of termination incurred by the Firm before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Firm a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice the Firm shall stop all services until said Agreement is reached.

11. INSURANCE

Firm shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property, and/or other applicable damages that may arise in connection with the performance of services under this Agreement as follows:

Construction Engineering for the US route 34 (Washington Street) at Harrison Street and Main Street Project

- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Firm shall be at least as broad as the following:
- i. Commercial General Liability Insurance. Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
 1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
 2. Blanket contractual liability coverage, to the extent permitted under Illinois law at least as broad as CG 00 01.
 3. Premises-Operations and Independent Firms.
 4. Broad form property damage coverage.
 5. Personal injury coverage.
 6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
 7. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Sub-Firm's policy.
 - ii. Workers' Compensation and Employers Liability Insurance. Statutory Workers' Compensation coverage complying with the law of the State of Illinois and Employers' Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
 - iii. Umbrella / Excess Liability Insurance Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.
 - iv. Professional Liability Insurance. Firm shall procure and maintain professional liability insurance coverage: Per Claim: \$1,000,000.00. Such professional liability coverage shall be maintained for at least two years after completion of services under the Agreement. Evidence of such insurance shall be provided upon request from the Village during this two-year period.
- B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Firm's Obligations - The Firm shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees are to be named additional insureds under the Firm's Commercial General liability and Automobile

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- liability policies for liability arising out of ongoing and completed operations performed by or on behalf of the Firm. General liability coverage shall be provided in the form of an endorsement to Firm's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 04 13 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
- ii. The Firm shall provide evidence of the required insurance coverages under this Agreement by providing a copy of applicable endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Firm shall provide that coverages under the policies named shall not be canceled without at least thirty (30) days prior written notice given to the Village, with a ten (10) day exception for non-payment of premium. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
 - iii. The Firm shall provide immediate notice to the Village upon the cancelation of any insurance policy or policies required hereunder. The Firm's Commercial General Liability and Automobile Liability policies shall be Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Firm shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the services provided by the Firm against the Village or other Additional Insured except where not permissible by law.
 - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
 - v. The Firm shall require that every Sub-Contractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Firm, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Firm's insurance required under the Agreement, including waivers of subrogation in favor of the Village.
 - vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any act or omission, including, but not limited to:
 1. Allowing services by the Firm or any Sub-Contractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.

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- vii. The Firm agrees that the obligation to provide insurance is solely the responsibility of the Firm and the Sub-Contractor of any tier and cannot be waived by any act or omission of the Village.
- viii. The purchase of insurance by the Firm under this Agreement shall not be deemed to limit the liability of the Firm in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Firm.
- ix. The Firm shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Firm.
- x. The Firm further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Firm's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports, or other mechanical contrivances.
- xi. All insurance shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.

12. INDEMNIFICATION

With respect to liability arising from other than professional services, to the fullest extent permitted by Illinois law, Firm shall indemnify, defend, and hold the Village, its officers, and employees harmless from and against all damages, liabilities, and costs including but not limited to reasonable attorneys' fees, arising out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Firm, anyone directly or indirectly employed by Firm, or anyone for whose acts Firm is legally liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

13. FORCE MAJEURE

Whenever a period of time is provided for in this Agreement for the Firm or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Firm, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the Firm's compensation and schedule shall be equitably adjusted. Further, either party

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claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.

14. ENVIRONMENTAL AUDITS/SITE ASSESSMENTS

Environmental Audit/Site Assessment report(s) are prepared for Village's sole use. Village agrees to defend, indemnify, and hold Firm, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of Firm.

15. OPINIONS OF COST

The Firm's opinion of probable construction costs represents its judgment as a professional engineer. The Village acknowledges that the Firm has no control over construction costs and cannot warrant or guarantee that actual construction costs will not vary from the Firm's opinion of probable cost. Firm shall not be responsible for any cost variance.

16. MUNICIPAL ADVISOR

The Firm is not a Municipal Advisor registered with the Security and Exchange Commission (S.E.C.) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the Village is a municipal entity as defined by said Act and the Village requires project financing information for the services performed under this AGREEMENT, the Village will provide the Firm with a letter detailing who their independent registered municipal advisor is and that the Village will rely on the advice of such advisor. A sample letter can be provided to the Village upon request.

17. COMPLIANCE WITH LAWS

The Firm shall, at all times, observe and comply with all applicable laws, ordinances and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.

18. COMPLIANCE WITH OSHA STANDARDS

The Firm shall comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act for the duration of the contract.

19. PERMITS AND LICENSES

The Firm shall obtain, at its own expense, all licenses which may be required to complete the contract, and/or are required by municipal, state, and federal regulations and laws. Project related permit fees will be invoiced as a Reimbursable Expense at a 1.10 multiplier.

20. TAXES

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village tax-exempt letter will be provided to the successful Firm when requested.

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21. VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Agreement, its enforcement, or the subject matter thereof, venue shall be in Kendall County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

22. CONFLICT OF INTEREST

The Firm agrees to not perform professional services during the term of the Agreement for any project or services that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or in unincorporated area contiguous to the corporate limits of the Village and in the Village's planning area, without notification to the Village prior to rendering services. The Firm agrees to provide the Village with written notification whenever the services provided under this Agreement shall require the Firm to review or inspect services performed by any other Firm or corporation for whom the Firm is or has within the previous twelve (12) months provided professional services, or with which any of the Firm's owners, partners or principals have a financial interest. The Firm agrees to provide written notification to the Village whenever the Firm, or any other Firm or corporation with which any of the Firm's owners, partners or principals have a financial interest, performs services that may be subject to the Village's review/inspection, or in unincorporated area contiguous to the corporate limits of the Village and in the Village's planning area. The Village may at its discretion disqualify the Firm from participation as a representative of the Village in such projects or in projects potentially impacted.

23. NOTICES

Any notice shall be in writing and shall be deemed sufficient when personally served or sent United States mail as follows:

To the Village:
Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60560

To the Firm:
Christopher B. Burke Eng., Ltd.
Kevin Wilson
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

24. AGREEMENT TERM AND RENEWAL

The Agreement shall be for the duration of the work completed.

25. CERTIFICATIONS

Firm agrees to the Village, hereby certifies that said Firm:

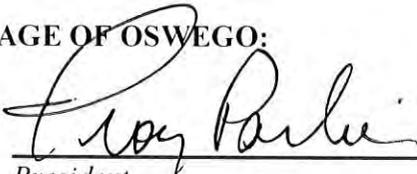
- A. Certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and

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- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
- F. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

VILLAGE OF OSWEGO:

By: 
President

FIRM:

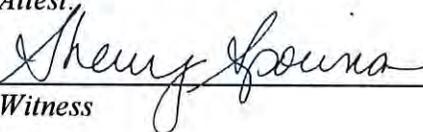
By: 
Signature

Michael Kerr, President
Print Name and Title

Attest:


Village Clerk

Attest:


Witness



RESOLUTION NO. 22 - R - 52

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR CONSTRUCTION OF TRAFFIC SIGNALS ALONG US ROUTE 34 (WASHINGTON STREET) AT HARRISON STREET AND MAIN STREET PROJECT WITH H & H ELECTRIC COMPANY INC., OF FRANKLIN PARK, IL., IN THE AMOUNT OF \$1,155,629.30

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 of Oswego desires to construct traffic control signals on US Route 34 (Washington Street) at Harrison and Main Streets; and

WHEREAS, the Village has determined that H & H Electric Company, Franklin Park, Illinois is the lowest responsible bidder; and

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

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. APPROVAL OF CONTRACT

The Village President and Village Board of Trustees hereby approve the contract with H & H Electric Company, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the contract with H & H Electric Company, in the amount not to exceed \$1,155,629.30 for the contract for construction of traffic signals along US Route 34, substantially in the form attached as "Exhibit A."

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 17th day of May 2022.

TOM GUIST	<u>AYE</u>	TERRY OLSON	<u>AYE</u>
KIT KUHRT	<u>AYE</u>	JENNIFER JONES SINNOTT	<u>AYE</u>
JAMES MARTER	<u>AYE</u>	BRIAN THOMAS	<u>AYE</u>

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 17th day of May 2022.



 TROY PARLIER, VILLAGE PRESIDENT


 Tina Touchette, Village Clerk

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 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 a Resolution entitled:

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR CONSTRUCTION OF TRAFFIC SIGNALS ALONG US ROUTE 34 (WASHINGTON STREET) AT HARRISON STREET AND MAIN STREET PROJECT WITH H & H ELECTRIC COMPANY INC., OF FRANKLIN PARK, IL., IN THE AMOUNT OF \$1,155,629.30

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 17th day of May 2022, and thereafter approved by the Village President on the 17th day of May 2022.

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 18th day of May 2022.

Tina Touchette

Tina Touchette, Village Clerk
Village of Oswego



CONTRACT FOR TRAFFIC SIGNAL INSTALLATION

In consideration of the mutual promises set forth below, the Village of Oswego, Illinois, a municipal corporation and political subdivision of the State of Illinois, (hereinafter "Village"), and H&H Electric Company Inc. (hereinafter, "Contractor") enter into this Contract as of the 17 day of May 2022, and hereby agree as follows:

The entire Bid Packet, together with all exhibits, specifications, attachments, and the Bidder's Bid, shall become a part of this Contract. The Village assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise. Where the terms of this Contract conflicts with the terms of the Technical Specifications, the Technical Specifications shall control to the extent of the conflict.

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** Contractor shall be responsible for providing all reasonable access to Village employees and agents for inspection, re-inspection, and testing of the work. Until Final Payment, Contractor shall, promptly, and without charge, repair, correct, or replace any part of the Work that is defective, damaged, flawed, or unsuitable or that fails to strictly conform to the requirements of the Contract or Specifications.
4. **Billing/Invoicing.** All billing and invoicing will be at the completion of the job, or a portion thereof as agreed by the Parties, with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

If in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this Contract, and within forty-eight (48) hours of receipt of a written notice and demand for performance from the Village, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- A. Withhold payment;
- B. Consider all or any part of this contract breached and terminate the Contractor; or
- C. May hire another Contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.

Any demand for performance shall be specifically delivered to the Contractor by personal delivery, or by certified or registered US Mail.

5. **Insurance and Bond Requirements.** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons, damages to property, and other applicable damages that may arise in connection with the performance of work or services under this Contract as follows:
- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractors shall be at least as broad as the following:
- i. **Commercial General Liability Insurance.** Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
 1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
 2. Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor's contractual indemnity obligations under the Agreement.
 3. Premises-Operations and Independent Contractors.
 4. Broad form property damage coverage.
 5. Personal injury coverage.
 6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
 7. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor's policy.
 - ii. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 any one accident for bodily injuries, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - iii. **Workers' Compensation and Employers Liability Insurance.** Statutory Workers' Compensation coverage complying with the law of the State of Illinois and Employers' Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
 - iv. **Umbrella / Excess Liability Insurance** Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.
- B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Contractor's Obligations. The Contractor shall have the following obligations with regard to required insurance under the Agreement:

ATTACHMENT E

- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26 and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
- ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide those coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
- iii. The Contractor shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder.
- iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
- v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.
- vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
 1. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
- vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.
- viii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
- ix. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim

becomes known to the Contractor.

- x. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agree that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports, or other mechanical contrivances.
 - xi. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise deemed, in writing, acceptable to the Village.
6. **Indemnification.** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, and employees harmless from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.
7. **Force Majeure.** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.

8. **Liquidated Damages.** Time is of the essence in the performance of this Contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$1275.00 a day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
9. **Contract Term.** The Contract shall begin upon contract approval and terminate upon completion of work.
10. **Change Orders.** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
- A. Is not of such a size or nature as to undermine the integrity of the original Bidding process; and
 - B. Is germane to the original contract; and
 - C. Does not exceed twenty percent (20%) of the originally contracted amount; and
 - D. It is approved by the Board of Trustees, or in the event the change order is for less than twenty-five thousand dollars (\$25,000.00), by the Village Administrator.
11. **Compliance with Laws and Regulations.** In addition to the bid and performance bonds set forth above, the Contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Bid bond to the Contractor. In addition:
- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
 - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence.
 - E. Contractor is solely responsible for procuring all necessary permits, licenses, and other governmental approvals and authorizations necessary in connection with the Project.
12. **Independent Contractor.** There is no employee/employer relationship between the Contractor and the Village. Contractor is an Independent Contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the

Federal Unemployment Tax Act, the Prevailing Wage Act, or the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

13. **Approval and Use of Subcontractors.** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and approval in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract, shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.
- If any personnel or subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.
14. **Waiver of Lien.** The Contractor shall, from time to time at the Village's request, but in any event prior to Final Payment, provide to the Village such receipts, releases, certifications, and other evidence as necessary to establish that there are no liens against the Work or the public funds held by the Village. This shall not operate to relieve the Contractor's surety or sureties from any of their obligations under the Bonds, or vest any right, interest, or entitlement in any subcontractor or supplier.
15. **Assignment.** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
16. **Governing Law.** This Contract and the rights of the Village and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
17. **Changes in Law.** Unless otherwise explicitly provided in this Contract, any reference to law shall include such laws as they may be amended or modified from time to time.

18. **Time.** The Contract Time is of the essence in the performance of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
19. **Termination.** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day. Upon receipt of the termination notice Contractor shall stop all work.
- A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
- B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
20. **Piggybacking Clause.** This contract's unit prices may be used to purchase supplies, equipment or perform any like work on facilities or properties under the jurisdiction of the Village of Oswego. This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswego Land Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.
21. **Severability.** The provisions of this Contract shall be interpreted when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract or the Contract Documents shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, neither the validity of the remaining part of such provision or of any other provisions of this Contract shall be affected.
22. **Amendments.** No modification, addition, deletion, revision, alternation, or any other change to this Contract shall be effective unless and until such change is reduced to writing and executed by the Village and Contractor.
23. **Additional Items.** The Contractor hereby:
- C. Certifies that it is not barred from Bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- D. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- E. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request; and
- F. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- G. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September

ATTACHMENT E

24, 1965);and

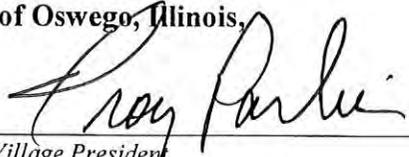
- H. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act(820 ILCS265/1 et seq.) if this project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and
- I. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30ILCS 580/1et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000); and
- J. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT E
CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

Village of Oswego, Illinois,

By: 
Village President

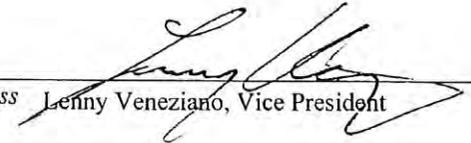
CONTRACTOR:

By: 
Signature
Louie Veneziano, President
Print Name and Title

Attest:


Village Clerk

Attest:


Witness Lenny Veneziano, Vice President

Tabulation Sheet

Agency Name Village of Oswego

Bid Number ITB-22-6070-008-0-2022/SG

Bid Name Traffic Signal Installation

Bid Due Date 05/10/2022 10:00:00 Central

Bid Opening **Closed**

1 responses found.

✓ online,
 offline,
 ● not submitting,
 not received

Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete							
1 . H&H Electric Co.	05/10/2022 09:35:58 Central	2830 COMMERCE STREET, Franklin Park, IL, 60131	\$1155629.3000	0.0000		Bidding Documents W-9 Form Certificate of Insurance Signed Contract Signed Bid Sheet Detailed Exception Sheet Equipment List Subcontractors List References Signed Contractor Bid Agreement	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓

RESOLUTION NO. 22 - R - 83

APPROVAL OF A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR TRAFFIC SIGNAL IMPROVEMENTS ON U.S. ROUTE 34 (WASHINGTON STREET) AT THE INTERSECTIONS WITH HARRISON STREET AND MAIN STREET IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

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

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

WHEREAS, the Village desires to enter into an Intergovernmental Agreement with the State of Illinois (“State”) for traffic signals on U.S. 34 (Washington Street); and

WHEREAS, the Village approved Resolution 22-R-68 on August 9, 2022, requesting the State issue a permit to construct traffic signal improvements on U.S. Route 34 (Washington Street) at the intersections with Harrison Street and Main Street; and

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

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. APPROVAL OF AGREEMENT

The Village President and Village Board of Trustees hereby approve the Intergovernmental Agreement with the State of Illinois, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the Intergovernmental Agreement with the State of Illinois, for traffic signals on U.S. Route 34 (Washington Street), substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

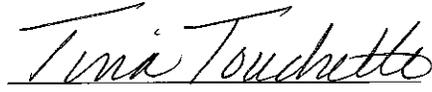
PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 6th day of September 2022.

TOM GUIST	<u>AYE</u>	TERRY OLSON	<u>AYE</u>
KIT KUHRT	<u>AYE</u>	JENNIFER JONES SINNOTT	<u>AYE</u>
JAMES MARTER	<u>AYE</u>	BRIAN THOMAS	<u>AYE</u>

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6th day of September 2022.



TROY PARLIER, VILLAGE PRESIDENT



Tina Touchette, Village Clerk

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 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 a Resolution entitled:

APPROVAL OF A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR TRAFFIC SIGNAL IMPROVEMENTS ON U.S. ROUTE 34 (WASHINGTON STREET) AT THE INTERSECTIONS WITH HARRISON STREET AND MAIN STREET IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 6th day of September 2022, and thereafter approved by the Village President on the 6th day of September 2022.

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 7th day of September 2022.



Tina Touchette

Tina Touchette, Village Clerk
Village of Oswego

AGREEMENT

This Agreement entered into this 6th day of September, 2022 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF OSWEGO of Kendall and Will Counties, Illinois, hereinafter called the VILLAGE.

WHEREAS, the VILLAGE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving FAP Route 591 (US Route 34) at the intersections with Harrison Street and at Main Street, within the Village of Oswego. (See project location map attached hereto as Exhibit 1)

WHEREAS, the proposed scope of work for this project consists of intersection improvements with new traffic signal installation. Work will include removal and replacement of ADA sidewalk ramps, interconnection of traffic signals along US Route 34 from IL Route 31 to Madison Street and Jefferson Street/IL Route 25 Madison Street, and interconnection of traffic signals to the existing automatic warning devices at the highway-rail crossing with the Illinois Railway's track at Washington Street (AAR/DOT #06005P, railroad milepost 43.57). Also included is all other work necessary to complete the improvement in accordance with the approved plans and specifications.

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature.

ATTACHMENT E

WHEREAS, the VILLAGE has been the lead agency providing all funding for the engineering and construction phases of this project and assumed responsibility of providing the required surveys, preliminary engineering and preparation of design plans, and has let a contract for the installation of traffic signals. The VILLAGE will further cause to provide all necessary utility relocations and/or adjustments, construction engineering and field inspection during the progress of the related construction work, as cited in a permit approved by the STATE.

WHEREAS, the authority for the STATE, and VILLAGE to enter into this agreement is granted under 5 ILCS 220, Intergovernmental Cooperation Act.

WHEREAS, the purpose of this agreement is to provide a general description to the scope of work proposed with the subject project. All desired specific details of type of work, location, design dimensions, elevations, item quantities and materials are to be obtained from the related project design plans sheets which serve as a supplement to this agreement. The said plans have been provided to the STATE for its review, comment, and concurrence. Additional purposes of this agreement are to provide estimated costs, cite cost sharing participation between the STATE and VILLAGE, determine responsibilities for funding, commitments to payments, and define jurisdictional and maintenance responsibilities of various roadways, utilities and appurtenances relating to the subject project. VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The VILLAGE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.

ATTACHMENT E

2. The Village will continue enforcement of Ordinance 95-02 prohibiting parking along US 34. A copy of the ordinance is attached hereto as Exhibit 2 and made a part hereof.
3. The Village will continue enforcement of Ordinance 95-03 to regulate encroachments within the limits of the subject project. The disposition of encroachments will be cooperatively resolved by representatives of the STATE and VILLAGE. A copy of the ordinance is attached hereto as Exhibit 3 and made a part hereof.
4. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
5. Upon final field inspection of the improvement and so long as US Route 34 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, the curb and gutter, and storm sewers if there is a structure failure.
6. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks, parkways, storm sewers to keep the system in serviceable condition, crosswalk and stop line pavement markings and VILLAGE-owned utilities including appurtenances thereto.
7. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of US Roue 34. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint

maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

8. Upon acceptance by the STATE of the new traffic signal installation, the financial responsibility for maintenance and energy for the operation of the traffic signals shall be proportioned as follows and become a part of the Master Agreement executed by the STATE and the VILLAGE on July 21, 2021.

<u>Intersection</u>	<u>Traffic Signal</u>		<u>Emergency Vehicle Pre-emption</u>	
	<u>Maintenance</u>	<u>Electrical Energy</u>	<u>Maintenance</u>	<u>Electrical Energy</u>
US Route 34 @ Harrison Street				
STATE Share	50 %	50 %	0%	0%
Village of Oswego Share	50 %	50 %	100%	100%

<u>Intersection</u>	<u>Traffic Signal</u>		<u>Emergency Vehicle Pre-emption</u>	
	<u>Maintenance</u>	<u>Electrical Energy</u>	<u>Maintenance</u>	<u>Electrical Energy</u>
US Route 34 @ Main Street				
STATE Share	50 %	50 %	0%	0%
Village of Oswego Share	50 %	50 %	100%	100%

9. It is mutually agreed that the actual traffic signal maintenance will be performed by the VILLAGE either with its own forces or through an ongoing contractual agreement. It is further mutually agreed that the traffic signals shall be maintained to the standard described in the 2009 Edition of the Manual on Uniform Traffic Control Devices, Part 4, Section 4D.02, along with the Illinois Supplement to the MUTCD, Revision 3, November 2021. Level of service is to adhere to the master agreement executed by STATE and VILLAGE on July 28, 2021.

The STATE retains the right to control the sequence and timing of the traffic signals.

All traffic control equipment to be used in the traffic signal work included herein must be approved by the STATE prior to its installation. The STATE must be notified a minimum of three working days prior to the final inspection. Final inspection of the signalized intersection will be made by a representative of the STATE and, if satisfactory, authorization for turn on will be given.

10. The VILLAGE shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested in accordance with the recommendations of the manufacturer.
11. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals, then the VILLAGE agrees to be financially responsible for its share of the traffic signals and all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.
12. This Agreement shall be binding and inure to the benefit of the parties hereto, their successors and assigns.
13. This agreement is hereby approved and executed by the authorized officers of the following entities.

SIGNATURES ON NEXT PAGE

VILLAGE of OSWEGO

By:

Troy Parlier
(Signature)

Attest:

Tina Touchette
Village Clerk

By:

TROY PARLIER
(Print or Type)

Title: Village President

Date:

9/9/22



STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By:

Masood Ahmad
Region Two Engineer

Date:

ATTACHMENT E
Exhibit 2

Ordinance 95-02

**AMEND TITLE 9, SECTION 4 OF THE CODE OF
ORDINANCES OF THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS,
REGULATING PARKING ON AND ADJACENT TO U. S. ROUTE 34**

[INSERT]

ORDINANCE NO. 95-02

AN ORDINANCE TO AMEND TITLE 9, SECTION 4 OF THE CODE OF ORDINANCES OF THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, REGULATING PARKING ON AND ADJACENT TO U.S. ROUTE 34

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That in order to provide the health, safety, and welfare of its citizens, parking will be prohibited in certain locations.

SECTION 2: That Section 9-4-10 of the Code of Ordinances of the Village of Oswego be amended to read as follows:

9-4-10: PARKING RESTRICTED:

- (A) Parking will be prohibited on the pavement of traffic lanes, turn lanes, and shoulders at the following locations:
- (B) On both sides of U.S. Rt. 34 (Washington Street/Madison Street/ Chicago Road) beginning at Illinois Route 31 and extending southeasterly and northeasterly to the east corporate limits of the Village of Oswego.
- (C) On both sides of Washington Street (southeast of Madison Street) and on both sides of Madison Street (southwest of Washington Street), a distance of ± 240 meters ($\pm 150'$) from their respective intersections with U.S. Route 34.
- (D) On both sides of Jefferson Street ± 80 meters ($\pm 50'$) northwest and southeast from its intersection with U.S. Route 34.

- (E) On both sides of Illinois Route 25, from the northerly corporate limits of the Village of Oswego to U.S. Route 34.
- (F) On both sides of Kendall Point Drive, north of U.S. Route 34.
- (G) Any person, firm, or corporation violating the provisions of this Section shall be fined not less than \$10.00 nor more than \$75.00 for each offense.

SECTION 3: The VILLAGE will enact further ordinances requiring parking restrictions at locations immediately adjacent to the improvement, as may be determined to be necessary by the STATE from results of traffic capacity studies when construction on the above described STATE section has been completed and the affected highway resumes normal operations.

SECTION 4: This Ordinance shall be in full force and effect immediately from and after the date of its passage.

PASSED by the Board of Trustees of the Village of Oswego, Kendall County, Illinois, this 6 day of March, A.D., 1995.

Charles E. Sill
 VILLAGE CLERK

BRAD SMITH Aye
 DAVID KRAHN Aye
 SAM HALDIMAN Aye

LYNN STAFFELDT Aye
 WES GROSS Aye
 DONALD DAHM Aye

APPROVED by me, as President of the Board of Trustees of the Village of Oswego, Kendall County, Illinois, this 6 day of March, A.D., 1995.

Richard A. Selt
 VILLAGE PRESIDENT



ATTACHMENT E
Exhibit 3

Ordinance 95-03

**AN ORDINANCE REGULATING ENCROACHMENT ON U. S. ROUTE 34
PUBLIC RIGHT-OF-WAY IN THE VILLAGE OF OSWEGO,
KENDALL COUNTY, ILLINOIS**

[INSERT]

ORDINANCE NO. 95-03

AN ORDINANCE REGULATING ENCROACHMENT ON U.S. ROUTE 34
PUBLIC RIGHT-OF-WAY IN THE VILLAGE OF OSWEGO,
KENDALL COUNTY, ILLINOIS

WHEREAS, the Village of Oswego, hereinafter known as the VILLAGE, and the state of Illinois, acting by and through its Department of Transportation, Division of Highways, hereinafter known as the STATE, have entered into an agreement relative to the improvement of U.S. Route 34, State Section 650R, MFT Section 95-00019-00-SW, (Washington/Madison Streets), extending from the Burlington Railroad tracks \pm .56 kilometers (\pm 0.35 mile) to a point \pm 110 meters (\pm 360') northeast of Illinois Route 25.

WHEREAS, in order to facilitate said improvement, it is necessary for VILLAGE to adopt an ordinance regulating encroachments on the right of way for said improvement in accordance with the following definitions:

Roadway Right of Way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by temporary easement during the time the easement is in effect.

Project Right of Way is defined as those within the project right of way lines established jointly by the VILLAGE, State, and the Federal Highway Administration which will be free of encroachments except as hereinafter defined:

Encroachment is defined as any building, fence, sign, or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located, or maintained in, on, under, or over any portion of the project right of way or the roadway right of way where no project right of way line has been established.

Permissible Encroachment is defined as any existing awning, marquee, advertising sign, or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is sidewalk extending to the building lane and which does not impair the free and safe flow of pedestrian traffic and traffic on the highway. The permissive retention of overhanging signs is not to be construed as being applicable to those signs supported from poles constructed outside the project right of way line and not confined by adjacent buildings.

Construction Easement Area is defined as area lying between the project right of way limits and the platted street limits within which the VILLAGE, by concurrence in the establishment of the project right of way lines, will permit the STATE to enter to perform all necessary construction operations: and

WHEREAS, representatives of the VILLAGE and the STATE have cooperatively established project right of way lines and have mutually determined the disposition of encroachments.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of Oswego, Kendall County, Illinois:

Section 1: It shall be unlawful for any person, firm, or corporation to erect or cause to be erected, to retain or cause to be retained, any ENCROACHMENT (herein above defined), within the limits of the project right of way or roadway right of way where no project right of way lines have been established.

Section 2: This ordinance is intended to and shall be in addition to all other ordinances, rules, and regulations concerning encroachments and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict therewith.

Section 3: Any person, firm, or corporation violating this ordinance shall be fined no less than Fifty dollars (\$ 50.00) nor more than Five Hundred Dollars (\$ 500.00) for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists.

Section 4: In the event the encroachment is not properly abated or removed by the property owner within ten (10) days from the date notice is given to them of said encroachment, the Village shall have the authority to enter the property and abate or remove said encroachment. Any expense to the Village to abate or remove said encroachment shall be paid by the property owner and the Village shall have a lien on said property for the costs of abatement or removal.

Section 5: This ordinance shall be published one time within ten days after its passage in a newspaper having a general circulation in the Village of Oswego, Illinois, and shall be in full force and effect after its passage, publication, and approval as provided by law.

Section 6: This Ordinance shall be in full force and effect immediately from and after the date of its passage.

PASSED by the Board of Trustees of the Village of Oswego, Kendall County, Illinois, this 6 day of March, A.D., 1995.

Charles B. Sil
VILLAGE CLERK

BRAD SMITH Aye
DAVID KRAHN Aye
SAM HALDIMAN Aye

LYNN STAFFELDT Aye
WES GROSS Aye
DONALD DAHM Aye

APPROVED by me, as President of the Board of Trustees of the Village of Oswego, Kendall County, Illinois, this 6 day of March, A.D., 1995

Richard A. Salt

VILLAGE PRESIDENT



RESOLUTION NO. 23 - R - 10

RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO TASK ORDER 21-01 WITH STRAND ASSOCIATES, INC. OF JOLIET, IL FOR DESIGN AND PERMITTING SERVICES FOR THE VAN BUREN STREET AND MAIN STREET WATERMAIN REPLACEMENT PROJECT IN AMOUNT OF \$14,000

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 approved Resolution 21-R-33 on April 20, 2021 to issue Task Order 21-01 with Strand Associates, Inc. of Joliet, IL (“Strand”) for engineering and construction services, including the Van Buren Street and Main Street Watermain Replacement Project; and

WHEREAS, the Village approved Resolution 22-R-20 on March 1, 2022 authorizing Change Order #1 for additional work to include parking stall design near Van Buren and Main St; and

WHEREAS, additional survey and associated storm sewer design, meetings and project coordination is now required as part of the project improvements; and

WHEREAS, it is in the best interest of the Village of Oswego to approve Amendment #2 to task order 21-01 substantially in the form attached hereto marked as “Exhibit A”.

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. APPROVAL OF AGREEMENT

The Village President and Village Board of Trustees hereby approve Amendment #2 with Strand Associates, Inc., and the Village President and Village Clerk are hereby authorized and

directed to execute on behalf of the Village of Oswego Amendment #2 with Strand Associates, Inc., Joliet, Illinois, for Design and Permitting Services of the Van Buren Street and Main Street Watermain Replacement Project in an amount not to exceed \$14,000 substantially in the form attached as "Exhibit A."

SECTION 3. REPEALER

All Resolutions or parts of Resolutions, in conflict with any of the provisions of this Resolution shall be repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 21st day of February 2023.

TOM GUIST	<u>AYE</u>	TERRY OLSON	<u>AYE</u>
KIT KUHRT	<u>AYE</u>	JENNIFER JONES SINNOTT	<u>AYE</u>
JAMES MARTER	<u>AYE</u>	BRIAN THOMAS	<u>AYE</u>

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 21st day of February 2023.



TROY PARLIER, VILLAGE PRESIDENT



Tina Touchette, Village Clerk

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 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 a Resolution entitled:

RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO TASK ORDER 21-01 WITH STRAND ASSOCIATES, INC. OF JOLIET, IL FOR DESIGN AND PERMITTING SERVICES FOR THE VAN BUREN STREET AND MAIN STREET WATERMAIN REPLACEMENT PROJECT IN AMOUNT OF \$14,000

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 21st day of February 2023, and thereafter approved by the Village President on the 21st day of February 2023.

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.

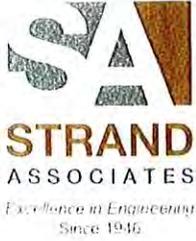
IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of February 2023.

Tina Touchette

Tina Touchette, Village Clerk
Village of Oswego



Strand Associates, Inc.[®]
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com



Amendment No. 2 to Task Order No. 21-01
Village of Oswego, Illinois (Village)
and Strand Associates, Inc.[®] (Firm)
Pursuant to Agreement for Technical Services dated October 6, 2020

This is Amendment No. 2 to the referenced Task Order.

Services Name: Van Buren Street and Adams Street Water Main Replacement and Road Resurfacing

Under **Scope of Services**, Design and Permitting Services,

Under Item No. 13, CHANGE two to “four.”

After Item No. 16, ADD the following:

- “17. Conduct a topographic survey of Main Street within the ROW from Van Buren Street to approximately 50 feet southwest of Bartlett Creek, including visible surface features and invert information from manholes and vault structures in the project corridor where accessible without confined-space entry.
- 18. Design storm sewer extension along Main Street from Bartlett Creek to Van Buren Street and Main Street intersection.”

Under **Compensation**, Item No. 1, CHANGE \$75,000 to “\$89,000.”

Under **Schedule**, CHANGE September 30, 2022, to “October 31, 2023.”

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

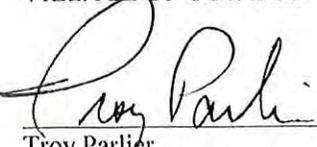
FIRM:

STRAND ASSOCIATES, INC.[®]

VILLAGE:

VILLAGE OF OSWEGO


Joseph M. Bunker
Corporate Secretary
Date 2/15/23


Troy Parlier
Village President
Date 2/2/23

RESOLUTION NO. 23-R-20

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PERFORMANCE CONSTRUCTION & ENGINEERING LLC., OF PLANO, IL. FOR THE CONSTRUCTION OF VAN BUREN WATERMAIN REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$1,268,878.

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 water main that supplies this area was constructed in 1975 and is at the end of its useful life; and

WHEREAS, there have been three failures on the Adams section in the last three years; and

WHEREAS, the Village desires a contract with Performance Construction & Engineering LLC., of Plano, IL for Van Buren Street and Adams Street water main replacement in an Amount Not to Exceed \$1,268,878; and

WHEREAS, Performance Construction & Engineering LLC., of Plano, IL is highly qualified and with plentiful experience in underground utility construction; and

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

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. APPROVAL OF CONTRACT

The Village President and Village Board of Trustees approve the contract, and the Village President and Village Clerk are hereby authorized and directed to execute on behalf of the Village of Oswego a contract with Performance Construction & Engineering LLC., of Plano, IL for the Van Buren Street and Adams Street water main replacement in an Amount Not to Exceed \$1,268,878.00 substantially in the form attached as "Exhibit A."

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

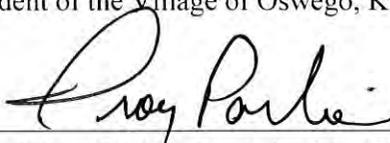
SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 18th day of April 2023.

TOM GUIST	<u>AYE</u>	TERRY OLSON	<u>AYE</u>
KIT KUHRT	<u>AYE</u>	JENNIFER JONES SINNOTT	<u>AYE</u>
JAMES MARTER	<u>AYE</u>	BRIAN THOMAS	<u>ABSENT</u>

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 18th day of April 2023.


TROY PARLIER, VILLAGE PRESIDENT


Tina Touchette, Village Clerk

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 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 a Resolution entitled:

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PERFORMANCE CONSTRUCTION & ENGINEERING LLC., OF PLANO, IL. FOR THE CONSTRUCTION OF THE VAN BUREN WATERMAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$1,268,878.

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 18th day of April 2023, and thereafter approved by the Village President on the 18th day of April 2023.

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 April 2023.



Tina Touchette

Tina Touchette, Village Clerk
Village of Oswego

CONTRACT

This contract is entered into this 18th day of April 2023, by and between the Village of Oswego (Village) and Performance Construction and Engineering (Contractor).

The entire Bid package together with all Exhibits and attachments and the following sections apply to all bids requested and accepted by the Village and become a part of the contract unless otherwise specified. The Village assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.
4. **Billing/Invoicing:** All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

If in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within forty-eight (48) hours of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- A. Withhold payment.
- B. Consider all or any part of this contract breached and terminate the Contractor, or
- C. May hire another Contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- D. Any demand for performance shall be specifically delivered to the Contractor by personal delivery, certified or registered mail.

The Village will make periodic inspections and follow up as needed with the Contractor to discuss any issues.

5. **Insurance and Bond Requirements:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property,

and/or other applicable damages that may arise in connection with the performance of work and/or services under this Agreement as follows:

- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractors shall be at least as broad as the following:
- i. Commercial General Liability Insurance. Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
 1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
 2. Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor's contractual indemnity obligations under the Agreement.
 3. Premises-Operations and Independent Contractors.
 4. Broad form property damage coverage.
 5. Personal injury coverage.
 6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
 7. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor's policy.
 - ii. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 any one accident for bodily injuries, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - iii. Workers' Compensation and Employers Liability Insurance. Statutory Workers' Compensation coverage complying with the law of the State of Illinois and Employers' Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
 - iv. Umbrella / Excess Liability Insurance Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.
 - v. Professional Liability Insurance. Contractor shall procure and maintain professional liability insurance coverage: Each Occurrence: \$1,000,000.00. Such professional liability coverage shall be maintained for at least two years after completion of work and/or services under the Agreement. Evidence of such insurance shall be provided upon request from the Village during this two-year period.

- B. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Contractor's Obligations - The Contractor shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26 and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
 - ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
 - iii. The Contractor shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder.
 - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
 - v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.

- vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
 1. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
 - vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.
 - viii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
 - ix. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
 - x. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.
 - xi. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.
6. **Indemnification:** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

7. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.
8. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$1,400.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
9. **Engineer:** The Engineer on this project is Strand Associates, Inc. (Strand). During construction, Strand will review shop drawings, respond to requests for information, and make site visits. The Contractor shall indemnify the Engineer in the same manner as the Village is indemnified as stated above. The Engineer shall also be provided with a Certificate of Insurance and endorsements confirming the Engineer as an Additional Insured in the same manner as the Village as stated above.
10. **Contract Term:** The contract shall begin upon contract approval and terminate upon completion of work.
11. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
- A. Is not of such a size or nature as to undermine the integrity of the original Bidding process; and
 - B. Is germane to the original contract; and

- C. Does not exceed twenty percent (20%) of the contracted amount; and
 - D. It is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than twenty-five thousand dollars (\$25,000.00).
12. **Compliance with Laws and Regulations:** In addition to the Bid and performance bonds set forth above, the Contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Bid bond to the Contractor.
- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
 - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
13. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an Independent Contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.
14. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract

shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

15. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
16. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
17. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
18. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
19. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.
 - A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
 - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
20. **Piggybacking Clause:** This contract may be used to purchase supplies, equipment or perform any work on facilities or properties under the jurisdiction of the Village of Oswego including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs and improvements to Village sites. This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswegoland Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.

21. **Additional Items:** The Contractor hereby:

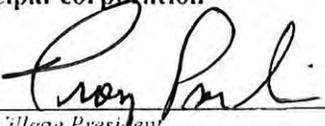
- A. Certifies that it is not barred from Bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000); and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

Village of Oswego, Illinois
Invitation to Bid
Van Buren Street and Adams Street Water Main Replacement
Due: March 28, 2023 at 10:00 AM

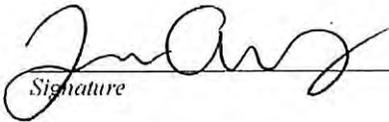
CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**Village of Oswego, Illinois,
a municipal corporation**

By: 
Village President

CONTRACTOR:

By: 
Signature
Lonnie Avery, President
Print Name and Title

Attest:


Village Clerk

Attest:


Witness

Village of Oswego, Illinois
Invitation to Bid
Van Buren Street and Adams Street Water Main Replacement
Due: March 28, 2023 at 10:00 AM

BID COST SHEET

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Base Bid Cost	\$1,268,878.00
----------------------	-----------------------

Total Base Bid Cost in Words: One Million Two Hundred Sixty Eight Thousand Eight Hundred Seventy Eight Dollars and Zero Cents.


Signature of Authorized Representative

3/28/2023

Date

ATTACHMENT E

Village of Oswego, Illinois
 Invitation to Bid
 Van Buren Street and Adams Street Water Main Replacement
 Due: March 28, 2023 at 10:00 AM

Base Bid Sheet

Project Name: Van Buren Street & Adams Street Water Main Replacement

Schedule of prices for construction of Van Buren Street & Adams Street Water Main Replacement is in accordance with the Contract Documents.

Item No.	Item	Unit	Quantity	Unit Price	Total
1	Removal And Disposal of Unsuitable Material	CY	70	\$32.00	\$ 2,240.00 -
2	Removal And Disposal of Non-CCDD Material	TON	20	\$55.00	\$ 1,100.00 -
3	Excavation, Stockpiling, and Removal of Hazardous Waste	CY	20	\$75.00	\$ 1,500.00 -
4	Earth Excavation	LSUM	1	\$15,000.00	\$ 15,000.00 -
5	Rock Excavation	CY	50	\$150.00	\$ 7,500.00 -
6	Trench Backfill	CY	1,056	\$15.00	\$15,840.00 -
7	Foundation Material	CY	70	\$40.00	\$2,800.00 -
8	Truck Scale Removal - Complete	LSUM	1	\$15,000.00	\$ 15,000.00 -
9	Hot-Mix Asphalt Surface Removal, 1 1/2"	SY	5,859	\$3.70	\$21,678.30 -
10	Sidewalk Removal	SF	3,020	\$1.50	\$ 4,530.00 -
11	Brick Sidewalk Removal	SF	499	\$1.50	\$ 748.50 -
12	Combination Curb and Gutter Removal	LF	461	\$4.00	\$1,844.00 -
13	Pavement Removal	SY	734	\$10.00	\$ 7,340.00 -
14	Driveway Pavement Removal	SY	1,066	\$7.00	\$ 7,462.00 -
15	Pavement Marking Removal - Water Blasting	SF	82	\$50.00	\$4,100.00 -
16	Brick Wall Removal and Replacement	LF	5	\$300.00	\$1,500.00 -
17	Remove and Replace Decorative Stones	LSUM	1	\$1,000.00	\$ 1,000.00 -
18	Tree Removal (6 to 15 Units Diameter)	EA	34	\$35.00	\$ 1,190.00 -
19	Tree Removal (Over 15 Units Diameter)	EA	80	\$40.00	\$ 3,200.00 -
20	Tree Root Pruning	EA	5	\$250.00	\$ 1,250.00 -

ATTACHMENT E

Village of Oswego, Illinois
 Invitation to Bid
 Van Buren Street and Adams Street Water Main Replacement
 Due: March 28, 2023 at 10:00 AM

21	Utility Structures to be Abandoned	EA	5	\$350.00	\$ 1,750.00 -
22	Utility Structures to be Removed	EA	5	\$500.00	\$ 2,500.00 -
23	Aggregate Base Course, Type B 10"	SY	676	\$15.00	\$ 10,140.00 -
24	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50, 1 1/2 Inches	TON	611	\$103.00	\$ 62,933.00 -
25	Hot-Mix Asphalt Binder Course, IL-19.0, N50, 2 1/2 Inches	TON	207	\$92.00	\$ 19,044.00 -
26	Bituminous Materials (Prime Coat)	LB	666	\$2.00	\$ 1,332.00 -
27	Bituminous Materials (Tack Coat)	LB	3,272	\$1.00	\$ 3,272.00 -
28	Temporary Pavement Patch	SY	13	\$50.00	\$ 650.00 -
29	Class D Patches, 4 1/2 Inch	SY	620	\$38.00	\$ 23,560.00 -
30	Class D Patches, 6 Inch	SY	46	\$53.50	\$ 2,461.00 -
31	Portland Cement Concrete Sidewalk 5 Inch	SF	2,865	\$10.50	\$ 30,082.50 -
32	Combination Sidewalk and Curb, 4'	SF	528	\$13.00	\$ 6,864.00 -
33	Combination Sidewalk and Curb, 5.5'	SF	957	\$12.00	\$ 11,484.00 -
34	Brick Sidewalk Replacement	SF	311	\$25.00	\$ 7,775.00 -
35	Detectable Warnings	SF	135	\$36.00	\$ 4,860.00 -
36	Sign Assembly, Complete	EA	2	\$350.00	\$ 700.00 -
37	Precast Vehicle Stop, 7ft - Long	EA	12	\$110.00	\$ 1,320.00 -
38	Combination Concrete Curb and Gutter, Type B-6.12	LF	539	\$42.00	\$ 22,638.00 -
39	Concrete Curb, Type B-6	LF	122	\$40.00	\$ 4,880.00 -
40	Hot-Mix Asphalt Driveway Pavement, 3"	SY	172	\$46.00	\$ 7,912.00 -
41	Gravel Driveway Replacement	SY	85	\$40.00	\$ 3,400.00 -

ATTACHMENT E

Village of Oswego, Illinois
 Invitation to Bid
 Van Buren Street and Adams Street Water Main Replacement
 Due: March 28, 2023 at 10:00 AM

42	Restoration-Seed	LSUM	1	\$15,000.00	\$ 15,000.00 -
43	Paint Pavement Markings - Letters and Symbols	SF	7	\$75.00	\$ 525.00 -
44	Paint Pavement Markings - Line 4"	LF	1,215	\$2.00	\$ 2,430.00 -
45	Thermoplastic Pavement Marking - Line 6"	LF	332	\$3.00	\$ 996.00 -
46	Thermoplastic Pavement Marking - Line 24"	LF	40	\$10.00	\$ 400.00 -
47	Ductile Iron Water Main, 4"	FT	20	\$125.00	\$ 2,500.00 -
48	Ductile Iron Water Main, 8"	FT	2,290	\$150.00	\$ 343,500.00-
49	Ductile Iron Water Main, 10"	FT	5	\$300.00	\$ 1,500.00 -
50	Connections to Existing Water Main	EA	4	\$6,500.00	\$ 26,000.00 -
51	Pressure Connection, 10" X 8" with Valve Vault, Type A, Type 1 Frame, 5'-Diameter	EA	1	\$9,500.00	\$ 9,500.00 -
52	Pressure Connection, 8" X 8" with Valve Vault, Type A, Type 1 Frame, 5'-Diameter	EA	1	\$9,200.00	\$ 9,200.00 -
53	Pressure Connection, 6" X 6" with Valve Vault, Type A, Type 1 Frame, 5'-Diameter	EA	1	\$8,500.00	\$ 8,500.00 -
54	8" Gate Valve with Valve Vault, Type A, Type 1 Frame, 5'-Diameter	EA	4	\$6,500.00	\$ 26,000.00 -
55	Fire Hydrant with Auxiliary Valve and Valve Box	EA	6	\$8,500.00	\$ 51,000.00 -
56	Fire Hydrants to be Removed	EA	6	\$300.00	\$ 1,800.00 -
57	4" Line Stop	EA	3	\$8,500.00	\$ 25,500.00 -
58	8" Line Stop	EA	2	\$9,200.00	\$ 18,400.00 -
59	Water Main in Steel Casing Pipe, 16"	LF	69	\$115.00	\$ 7,935.00 -

ATTACHMENT E

Village of Oswego, Illinois
 Invitation to Bid
 Van Buren Street and Adams Street Water Main Replacement
 Due: March 28, 2023 at 10:00 AM

60	Water Service 1-Inch, Short	EA	14	\$2,500.00	\$35,000.00 -
61	Water Service 1-Inch, Long	EA	20	\$3,300.00	\$66,000.00 -
62	Cut and Cap Existing Water Main	EA	10	\$950.00	\$9,500.00 -
63	10" Insertion Valve	EA	1	\$15,000.00	\$15,000.00 -
64	Storm Sewers, RCCP, Type 1, 10"	FT	33	\$100.00	\$3,300.00 -
65	Storm Sewers, RCCP, Type 1, 48"	FT	43	\$375.00	\$16,125.00 -
66	Precast Reinforced Concrete Flared End Section, 48"	EA	1	\$7,500.00	\$7,500.00 -
67	Storm Sewers, Water Main Quality PVC, Type 1, 12"	FT	313	\$95.00	\$29,735.00 -
68	Inlet, Type A, Type 1 Frame, Open Lid	EA	3	\$2,500.00	\$7,500.00 -
69	Catch Basin, Type A, 4'-Diameter, Type 1 Frame, Open Lid	EA	4	\$3,850.00	\$15,400.00 -
70	Connect to Existing Manhole	EA	1	\$2,500.00	\$2,500.00 -
71	Connect to Existing Culvert	EA	1	\$1,500.00	\$1,500.00 -
72	Preconstruction Video	LSUM	1	\$2,500.00	\$2,500.00 -
73	Mobilization	LSUM	1	\$60,000.00	\$60,000.00 -
74	Traffic Control	LSUM	1	\$70,251.70	\$70,251.70 -
75	Miscellaneous Additions at the Village's Directions	LSUM	1	\$30,000.00	\$30,000
Total of Base Bid Section					\$1,268,878.00

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for rejection of the bid. It is not our intention to prohibit any potential Contractor from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required.

The Village reserves the right to accept or reject any or all exceptions.

Contractor's exceptions are:

N/A

SUBCONTRACTOR LISTING

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1

Geneva Construction Company

Business Name

1350 Aurora Ave

Address

Aurora, IL 60505

City, State, Zip Code

Cass Price

Contact Person

630-892-4357

Telephone Number

\$227,720.80

Value of Work

HMA/Concrete

Nature of Work

Subcontractor No. 2

Schollmeyer Landscaping

Business Name

6S578 Dauberman Road

Address

Big Rock IL 60511

City, State, Zip Code

Alex Shaw

Contact Person

630-556-3042

Telephone Number

\$15,000.00

Value of Work

Landscape Restoration

Nature of Work

Subcontractor No. 3

Precision Pavement Markings, Inc

Business Name

1070 Larkin Ave

Address

Elgin IL 60123

City, State, Zip Code

Alfredo Salazar

Contact Person

847-931-9092

Telephone Number

\$4,400.00

Value of Work

Pavement Markings

Nature of Work

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this bid.

Reference No. 1

City of Aurora

Business Name

44 E Downer Pl

Address

Aurora, IL 60507

City, State, Zip Code

Kurt Muth

Contact Person

630-256-3200

Telephone Number

September 2022-November 2022

Dates of Service

Water Main Replacement

Nature of Work

Reference No. 2

Kane County

Business Name

719 S. Batavia Ave.

Address

Geneva, IL 60134

City, State, Zip Code

Daniel Powers, Clark Dietz

Contact Person

630-607-1509

Telephone Number

September 2022-Present

Dates of Service

Water Main Replacement

Nature of Work

Reference No. 3

Village of Sugar Grove

Business Name

10 Municipal Dr

Address

1,268,878.00

Sugar Grove, IL 60554

City, State, Zip Code

Curt Dettman, EEI

Contact Person

630-466-6769

Telephone Number

May 2022-July 2022

Dates of Service

Water Main Replacement

Nature of Work

Village of Oswego, Illinois
Invitation to Bid
Van Buren Street and Adams Street Water Main Replacement
Due: March 28, 2023 at 10:00 AM

CONTRACTOR BID AGREEMENT

TO:

Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Project Name: Van Buren Street and Adams Street Water Main Replacement

The undersigned Bidder, in compliance with your advertisement for Bids for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, do hereby propose to furnish materials, labor, equipment, and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Bidder certifies this Bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications, and Contract Documents, including the invitation for Bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

Performance Construction & Engineering, LLC

Company Name

217 W. John Street

Address

Plano, IL 60545

City, State, Zip Code

630-273-2693

Phone Number

lonnie6272@gmail.com

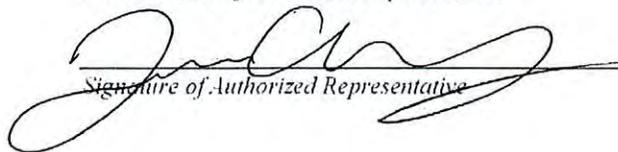
Email Address

Lonnie Avery

Printed Name of Authorized Representative

President

Title



Signature of Authorized Representative

3/28/2023

Date

ATTACHMENT K
VILLAGE OF OSWEGO, ILLINOIS

BALANCE SHEET
TAX INCREMENT FINANCING FUND

April 30, 2023
(with comparative prior year)

	2023	2022
ASSETS		
Cash and investments	\$ 1,890,172	\$ 800,901
Receivables		
Property taxes	1,174,489	1,033,406
TOTAL ASSETS	\$ 3,064,661	\$ 1,834,307
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE		
LIABILITIES		
Accounts payable	\$ 30,081	\$ 5,178
Retainage payable	15,574	15,574
Advance from other funds	10,666,168	10,464,664
Total liabilities	10,711,823	10,485,416
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue - property taxes	1,174,489	1,033,406
Total deferred inflows of resources	1,174,489	1,033,406
Total liabilities and deferred inflows of resources	11,886,312	11,518,822
FUND BALANCE		
Unassigned (deficit)	(8,821,651)	(9,684,515)
Total fund balance (deficit)	(8,821,651)	(9,684,515)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	\$ 3,064,661	\$ 1,834,307

(See independent auditor's report.)

ATTACHMENT K
VILLAGE OF OSWEGO, ILLINOIS

SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 TAX INCREMENT FINANCING FUND

For the Year Ended April 30, 2023
 (with comparative prior year)

	2023			2022
	Original Budget	Final Budget	Actual	Actual
REVENUES				
Property taxes	\$ 400,000	\$ 400,000	\$ 1,033,412	\$ 215,669
Investment income	-	-	30,955	416
Miscellaneous	-	-	-	110,957
Total revenues	<u>400,000</u>	<u>400,000</u>	<u>1,064,367</u>	<u>327,042</u>
EXPENDITURES				
Current				
Professional services	110,300	110,300	28,564	91,988
Communication	-	-	-	50
Capital outlay	<u>1,541,000</u>	<u>1,541,000</u>	<u>172,489</u>	<u>831,661</u>
Total expenditures	<u>1,651,300</u>	<u>1,651,300</u>	<u>201,053</u>	<u>923,699</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(1,251,300)</u>	<u>(1,251,300)</u>	<u>863,314</u>	<u>(596,657)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	1,541,000	1,541,000	-	-
Transfers (out)	<u>(450)</u>	<u>(450)</u>	<u>(450)</u>	<u>(450)</u>
Total other financing sources (uses)	<u>1,540,550</u>	<u>1,540,550</u>	<u>(450)</u>	<u>(450)</u>
NET CHANGE IN FUND BALANCE	<u>\$ 289,250</u>	<u>\$ 289,250</u>	862,864	(597,107)
FUND BALANCE (DEFICIT), MAY 1			<u>(9,684,515)</u>	<u>(9,087,408)</u>
FUND BALANCE (DEFICIT), APRIL 30			<u>\$ (8,821,651)</u>	<u>\$ (9,684,515)</u>

(See independent auditor's report.)



VILLAGE OF OSWEGO, ILLINOIS

FINANCIAL REPORT AND REPORT ON
COMPLIANCE WITH PUBLIC ACT 85-1142

TAX INCREMENT FINANCING FUND

For the Year Ended April 30, 2023



SIKICH.COM

VILLAGE OF OSWEGO, ILLINOIS
TAX INCREMENT FINANCING FUND
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SUPPLEMENTARY INFORMATION	
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Schedule of Revenues, Expenditures and Changes in Fund Balance	4

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

The Honorable President and
Members of the Board of Trustees
Village of Oswego, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Oswego, Illinois (the Village) as of and for the year ended April 30, 2023, which collectively comprise the basic financial statements of the Village of Oswego, Illinois, and have issued our report thereon dated October 25, 2023.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The supplementary financial information (balance sheet and schedule of revenues, expenditures, and changes in fund balance) is presented for the purpose of additional analysis and is not a required part of the basic financial statements. The supplementary financial information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Sikich LLP

Naperville, Illinois
October 25, 2023

SUPPLEMENTARY INFORMATION

ATTACHMENT L
VILLAGE OF OSWEGO, ILLINOIS

BALANCE SHEET
TAX INCREMENT FINANCING FUND

April 30, 2023

ASSETS	
Cash and investments	\$ 1,890,172
Property taxes receivable	<u>1,174,489</u>
TOTAL ASSETS	<u><u>\$ 3,064,661</u></u>
 LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	
LIABILITIES	
Accounts payable	\$ 30,081
Retainage payable	15,574
Advance from other funds	<u>10,666,168</u>
Total liabilities	<u>10,711,823</u>
DEFERRED INFLOWS OF RESOURCES	
Unavailable revenue	<u>1,174,489</u>
Total liabilities and deferred inflows of resources	<u>11,886,312</u>
FUND BALANCE	
Unassigned (deficit)	<u>(8,821,651)</u>
Total fund balance (deficit)	<u>(8,821,651)</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	<u><u>\$ 3,064,661</u></u>

(See independent auditor's report on supplementary information.)

ATTACHMENT L
VILLAGE OF OSWEGO, ILLINOIS

SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE
TAX INCREMENT FINANCING FUND

For the Year Ended April 30, 2023

REVENUES	
Property taxes	\$ 1,033,412
Investment income	<u>30,955</u>
Total revenues	<u>1,064,367</u>
EXPENDITURES	
Development planning	
Professional services	28,564
Capital outlay	<u>172,489</u>
Total expenditures	<u>201,053</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>863,314</u>
OTHER FINANCING SOURCES (USES)	
Transfers (out)	<u>(450)</u>
Total other financing sources (uses)	<u>(450)</u>
NET CHANGE IN FUND BALANCE	862,864
FUND BALANCE (DEFICIT), MAY 1	<u>(9,684,515)</u>
FUND BALANCE (DEFICIT), APRIL 30	<u><u>\$ (8,821,651)</u></u>

(See independent auditor's report on supplementary information.)

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INDEPENDENT ACCOUNTANT'S REPORT ON MANAGEMENT'S ASSERTION OF COMPLIANCE

The Honorable President and
Members of the Board of Trustees
Village of Oswego, Illinois

We have examined management's assertion that the Village of Oswego, Illinois (the Village), complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2023. Management is responsible for the Village's assertion. Our responsibility is to express an opinion on management's assertion about the Village's compliance with the specific requirements based on our examination.

Our examination was made in accordance with the standards established by the American Institute of Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Village's compliance with the specified requirements.

In our opinion, management's assertion that the Village of Oswego, Illinois, complied with the aforementioned requirements for the year ended April 30, 2023 is fairly stated in all material respects.

This report is intended solely for the information and use of the Board of Trustees, management and the Illinois Department of Revenue, Illinois State Comptrollers office and the Joint Review Board and should not be used by anyone other than these specified parties.

Sikich LLP

Naperville, Illinois
October 25, 2023