



NOTICE AND AGENDA

**NOTICE IS HEREBY GIVEN
THAT A REGULAR VILLAGE BOARD MEETING
OF THE OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
WILL BE HELD ON**

November 01, 2016

7:00 PM

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

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

- B. ROLL CALL**

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

- D. RECOGNITIONS/APPOINTMENTS**

D.1. Employee Service Awards

a. Gerald R. Weaver- 30 Years of Service

D.2. Character Counts Awards

[Character Counts Recognition.pdf](#)

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

Tina Touchette
Village Clerk

E. PUBLIC FORUM

F. STAFF REPORTS

F.1. Information- Emergency Proclamation for the Ogden Falls Reconstruction Project

[jh110116.PBOT_Emergency_Proclamation.docx](#)
[Emergency Proclamation.pdf](#)

G. CONSENT AGENDA

G.1. October 18, 2016 Committee of the Whole Minutes

[10-18-16 COTW.docx](#)

G.2. October 18, 2016 Regular Village Board Minutes

[10-18-16 RegVB.docx](#)

G.3. Resolution Approving the Temporary Closure of US Highway 34 for the Christmas Walk Parade.

[Memo-Christmas Walk Parade.docx](#)
[16-R- Christmas Walk Parade.docx](#)
[Map 2016.pdf](#)

H. BILL LIST

H.1. Approve Bill List Dated November 1, 2016 in the Amount of \$995,030.35

[11-01-16 Bill List.pdf](#)

I. OLD BUSINESS

J. NEW BUSINESS

J.1. Ordinance Granting a Minor Amendment to Allow for the Increase in the Allowed Wall Signage for Burlington, in the Prairie Market Development, Located at 2404 Route 34. (First Read of Ordinance, Wavier of Second Read)

[951.16_VB_Memo.docx](#)
[951.16 minor amendment Ord.docx](#)
[exhibit b.pdf](#)
[exhibit c.pdf](#)

- J.2. Resolution Authorizing the Village Administrator to Enter Into a Ground License Agreement with Metro Fiber, LLC.

[Metro Net Lease Board Memo 110116.docx](#)
[Ground Lease Agreement Resolution 110116.docx](#)
[Oswego Ground License Agreement 102616.pdf](#)

- J.3. Ordinance Granting a Special Use Permit for Public Service Use for a Metronet Equipment Shelter Located at 378 Ogden Falls Boulevard. (First Read of Ordinance, Waiver of Second Read)

[949.16 Metronet VB Memo.docx](#)
[Ord # 949.16 Metronet Special Use.docx](#)
[exhibit b.pdf](#)
[exhibit c.pdf](#)
[949.16 Metronet.SUP.PC.100616.docx](#)

- J.4. Resolution Authorizing the Execution of a Professional Engineering Agreement with HR Green for 2016 – 2018 General Consultation Services.

[jh101816.pbot HR Green On-Call Engineering Services \(1\).docx](#)
[16-R- Authorizing PSA w HR Green for On-Call Engineering Services.docx](#)
[agt-101016-2016-2018_GeneralConsultation-Oswego-REV1.pdf](#)

K. PRESIDENT'S REPORT

- K.1. Proclamation- Veteran's Day, November 11, 2016

[Veterans Day 2016.docx](#)

L. TRUSTEE REPORTS

M. CLOSED SESSION

- M.1.
- a. Pending and Probable Litigation [5 ILCS 120/2(c)(11)]
 - b. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Personnel [5 ILCS 120/2(c)(1)]
 - c. Collective Bargaining, Collective Negotiating Matters, Deliberations Concerning Salary Schedules [5 ILCS 120/2(c)(2)]
 - d. Sale, Lease, and/or Acquisition of Property [5 ILCS 120/2(c)(5) & (6)]

N. POSSIBLE ACTION OF CLOSED SESSION ITEMS INCLUDING:

O. CALENDAR UPDATE

O.1. Calendar Update

[Calendar Update.docx](#)

P. ADJOURNMENT



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

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

The award of Respect is presented to Gloria Echegoyen.

This Teen was nominated by Raggin Sondgeroth, Kelley Waldron for:

Gloria is noticed by adults and peers alike for her respectful nature and kind heart. Daily she greets her peers, offers help to those around her, and treats everyone she encounters with the utmost respect. Her smile is contagious, and people want to be in her presence simply because they know she cares. Gloria recognizes the "Golden Rule"--treat others as you want to be treated--and takes it to heart. She is always helpful, mindful that all people are not raised the same, and when students speak in her class she considers how they might feel.

Gloria is also passionate about her education, which is exhibited through her diligence and strong work ethic. Her ability to advocate for herself is a true sign of her maturity. She knows when to ask questions and seek the necessary guidance to guarantee her success. Gloria's positive attitude and commitment to hard work make her an individual worthy of recognition.

The award of (Choose one) is presented to _____.

This (Choose one) was nominated by _____ for:

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: November 1, 2016

SUBJECT: Emergency Proclamation for Ogden Falls Reconstruction Project

ACTION REQUESTED:

Report of Emergency Purchase for the Ogden Falls Reconstruction Project.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
3/17/2015	Village Board	Approved Ordinance No. 15- 09 Dedicating to the Village the roads in Ogden Falls Unit 1, Phases 1, 2, 3, 4, and 5
April 5, 2016	Village Board	Approved Ordinance No. 15- 09 Authorizing the Execution of a Professional Engineering Services Contract with HR Green in an Amount 8% of the Approved Engineer's Estimate of Cost for Street Reconstruction in the Ogden Fall Subdivision Utilizing Motor Fuel Tax Funds and Capital Improvement Funds
July 19, 2016	Village Board	Approved Resolution No. 16-R-49 Authorizing the Execution of a Contract with Builders Paving, LLC, of Hillside, IL, In the Amount of \$818,888.00 for the Rehabilitation of Pavement in the Ogden Falls Subdivision

DEPARTMENT: Public Works

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

FISCAL IMPACT:

N/A

BACKGROUND:

The Village entered into a contract with Builders Paving to reconstruct the pavement in the Ogden Falls subdivision. The scope of work involves removing the existing concrete pavement down to the subgrade, compacting the existing subgrade, and installing bituminous pavement in place of the concrete. The Village approved the contract on July 19, 2016. The contract completion date was October 14, 2016. The Village held a pre-construction conference with Builders on August 10, 2016 and the contractor started work on August 15, 2016.

DISCUSSION:

The contractor phased construction so that residents would continue to have access to their properties. They removed one lane of pavement and kept the second lane open. Rain hit and saturated the clay subgrade. We cannot place new pavement on top of wet clay, as it would be akin to paving on a waterbed. The pavement would crack and fail prematurely. We waited for three weeks to dry out the subgrade and successfully installed the pavement.

The contractor then moved to the second lane and again encountered rain after removing the pavement. Unfortunately, as there is less sunlight and lower evaporation rates at this time of year, the subgrade is not drying out.

We had two alternates. The first is to wait out the weather for the clay to dry. At this time of year, the weather is uncertain. Since there is a 10-inch drop-off with the missing pavement, we will need to continue to operate only one lane. This is not an ideal situation if we cannot get the clay to dry before mid-November when the asphalt plants close for the winter.

The second alternative is to remove the pavement and backfill it with dry material. This option allows us to complete the paving yet this fall. This is the preferred alternative.

The second alternative requires a change order to increase the project cost by \$120,000 (14.6% of the construction contract value). I estimate that we may go over our \$2M road budget by about \$24,000 with this change order.

In order to keep the project moving forward for completion, I asked the Village President to declare an emergency under Village Code 1-19-6 and authorize us to move forward with the work. The basis for the emergency is that in order to protect the public health, safety, and welfare of the community, the Village must take immediate steps to minimize serious disruption to the village's road network. Such disruption will affect access to properties by residents, emergency personnel, and school buses. The declaration allows the Village to extend the existing competitively bid contract by \$120,000 for the undercutting of the roadway in accordance with the attached change order. Per the Village Code, emergency purchases must be reported at the next Village Board meeting.

If we had not declared an emergency, we could have followed Village Code 1-19-11 and requested the Village Board approve a change order at its next regularly scheduled meeting on November 1. Doing so would have caused us to miss more than a week of good weather, jeopardizing our ability to complete the project this fall.

HR Green, the Village's resident engineer for this project, now estimates that work will be complete by November 18, 2016.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Emergency Proclamation

Proclamation

The Village of Oswego, Illinois
Founded in 1833

PROCLAMATION DECLARING A PROCUREMENT EMERGENCY

WHEREAS, on October 20, 2016, President Gail E. Johnson declared a state of emergency due to wet subgrade supporting pavement in the Ogden Falls subdivision; and

WHEREAS, section 1-19-6 of the Village of Oswego Municipal Code empowers the Village President) to declare a PROCUREMENT Emergency; and

WHEREAS, on October 20, 2016, Village President Gail E. Johnson found that:

1. Given the current conditions of the subgrade, time of the year, and need to complete the project prior to the end of the paving season, the Village needs to issue a change order in the amount not to exceed \$120,000 to allow the contractor to remove the wet subgrade and replace it with 12" porous granular material; and
2. The Village President seeks to provide for health, safety, and welfare of the residents of the Ogden Falls subdivision.

NOW THEREFORE IT IS HEREBY PROCLAIMED, by the Village of Oswego Village President, Gail E. Johnson, that a Procurement Emergency exists in the Village.

IT IS FURTHER PROCLAIMED AND ORDERED that the Village Engineer be authorized to execute the change order (Exhibit A) to the Rehabilitation of Pavement in the Ogden Falls Subdivision Contract with Builders Paving, LLC, of Hillside, IL in an amount not to exceed \$120,000.

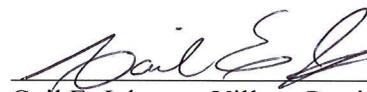
IT IS FURTHER PROCLAIMED AND ORDERED that the Village Engineer shall give a report to the President and Board of Trustees on this emergency proclamation at the next regularly scheduled meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 20th day of October, 2016.

ATTEST:


Tina Touchette, Village Clerk




Gail E. Johnson, Village President



▷ 420 North Front Street | Suite 100 | McHenry, IL 60050
Main 815.385.1778 + Fax 815.385.1781

HRGREEN.COM

October 19, 2016

Ms. Jennifer Hughes, P.E.
Director of Public Works
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

RE: Ogden Falls Reconstruction
Section Number: 16-00051-00-FP

Dear Jennifer,

Attached is the PDF of the Change Order to address the sub grade condition in the Ogden Falls Sub-Division for the following reasons:

We removed the remainder of the concrete pavement in Ogden Falls. Right after that it rained almost every day. The existing sub grade soil is clay and would not drain. Once it dries up, it is hard as rock. Because of the shorter days and only 10 hours of sun light versus 17 hours of sunlight and hot dry weather in summer, the sub grade is not drying out quickly as it would in summer time. We could wait for the sub grade to dry but the weather is against us as we are already in 3rd week of October. The evaporation rate for this week and going forward is 0.07 inch per day which is almost negligible. Also to avoid residents' complaints, winter snow plowing, and other maintenance issues, the Village perhaps would want the construction completed as quickly as possible. Under these circumstances, we would recommend removal and replacement with Aggregate Base Course to enable Hot Mix Asphalt paving and completion of the project within the next 3 weeks. It would add roughly \$120,000 to the Ogden Falls contract. The MFT resurfacing bid was roughly \$100,000 under the estimate. Also the resurfacing contract would be under the Contract bid amount by approximately \$40,000. If we treat both Ogden Falls and the resurfacing contract as one, then I am quite hopeful that you will be almost at the budgeted amount for the 2016 Roadway improvements after completion of both Contracts

We would appreciate your approval of the Change Order so we can complete this project in a timely manner. Please let me know if you have any questions.

Best Regards,

HR GREEN, INC.

A handwritten signature in blue ink that reads "Akram Chaudhry".

Akram Chaudhry, P.E.
Vice President

AC:cf

Enc.

Total Net Change: \$ 119,937.50

Amount of Original Contract: \$ 818,888.00

Amount of Previous Change Orders: _____

Amount of adjusted/final contract: \$ 938,825.50

Total net _____ to date \$ 119,937.50 which is 14.65 % of the contract price.
(addition, deduction)

State fully the nature and reason for the change: REMOVE AND REPLACE UNSUITABLE SUBBASE AND SUBGRADE WITH 12" OF POROUS GRANULAR EMBANLMENT.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: RESIDENT ENGINEER (HR GREEN,INC)
Title of Preparer

For County and Road District Projects

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For Municipal Projects

Municipal Officer
DIRECTOR OF PUBLIC WORKS
Title of Municipal Officer

Date

Approved

Regional Engineer

Date

Note: Make out separate form for change in length quantities.
Give net quantities
Submit 6 Originals
If plans are required attached 3 sets.

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
October 18, 2016**

CALL TO ORDER

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

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

There was no one who participated electronically.

ROLL CALL

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

Absent: Trustee Luis Perez

Staff Present: Dan Di Santo, Village Administrator; Christina Burns, AVA/HR Director; Tina Touchette, Village Clerk; Jennifer Hughes, Public Works Director; Brad Delphey, Deputy Chief; Mark Horton, Finance Director; Rod Zenner, Community Development Director; Michele Brown, Community Relations Manager; Joe Renzetti, IT/GIS Manager; Billie Robinson, Asst. Finance Director; and Marji Swanson, Village Attorney.

PUBLIC FORUM

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

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

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

F.1. Village Board Priorities Discussion

Asst. Village Administrator Burns addressed the Board regarding the ranking of Village Board priorities for the coming fiscal year and future years. An initial priorities list was provided on items that were carried over from previous discussions; along with some recent items added. New items can be added based on Board discussion, with an opportunity for the Board to rank each item with blue dots. The final project list will be incorporated into the Strategic Planning process and brought into the FY2018 Budget discussion for resources to be allocated appropriately. The following are the results of the rankings:

Projects in Progress

1. Downtown Economic Development (9 votes)
 - a. Marketing Alexander Lumber Property
 - b. Marketing Village Hall Site
2. Village-wide Economic Development (6 votes)
 - a. Route 34 vacancies (1 vote)
 - b. Diversity of retail
 - c. Housing starts (1 vote)
3. Conservation Initiatives (6 votes)
 - a. Municipal Code Review

- b. ECO Strategic Plan under way
 - c. Partnership with Conservation Foundation in place
- 4. New Police Headquarters (4 votes)
 - a. Design under way (1 vote)
 - b. Summer 2018 Completion
- 5. Wolf's Crossing (4 votes)
 - a. Phase 1 Environmental Under way
 - b. Seek funding opportunities
- 6. Regional Positioning (4 votes)
 - a. BDI Report in November
 - b. Implementation to follow
- 7. Metra (3 votes)
 - a. Restart engineering study
 - b. Seek funding opportunities
- 8. ERP Implementation (3 votes)
- 9. Bike path master plan (Connectivity/Walkability) (2 votes)
- 10. Address IT Staffing Needs (1 vote)
- 11. Historic District
 - a. Demolition Review Ordinance under review (1 vote)
- 12. Strategic Plan (1 vote)
 - a. Performance Measures (UIC Study under way)
- 13. Tourism Review (1 vote)
 - a. Study completed; currently in staff review for recommendations

No votes received:

- Retail Toolkit
 - In place; updates with new ED Director
 - Contract anticipated in November
- LED Light Updates
- Holiday lights review
- Subdivision Ordinance update
- Municipal Code Review

Future Projects

1. Downtown Action Plan (8 votes)
 - a. Address downtown parking needs (1 vote)
2. Economic Development Strategic Plan (7 votes)
3. Communication Plan (4 votes)
4. Leadership development/succession planning (4 votes)
5. Water Source Alternative Implementation (3 votes)
 - a. Treatment plant planning (1 vote)
 - b. Governance model
 - c. Water Quality testing
 - d. Analysis of other water sources (1 vote)
6. Facilities management program/staffing (3 votes)
7. Alternative funding sources (Grants) (3 votes)
8. Website (Village and PD) refresh (3 votes)
9. Zoning Ordinance Update (2 votes)
10. Development Process Review (2 votes)
11. Police Department Body Cameras (2 votes)

12. Department Fee Review (1 vote)

13. Ethics workshop (1 vote)

No votes received:

- Electronic file scanning
- Special Event Analysis
- Joint Fleet Operations
- Unmanned aircraft/drone
- Board orientation/Board policies

Board and staff discussion focused on in-house reviews of subdivision ordinance updates, general updates and future conservation overview; environmental review; structural issues for process development; economic development statistics to be updated on the website; joint fleet; recent statute passed for body cameras; like to see changes to the statute before moving forward; original regulations on drones was difficult; municipality restrictions have changed; partnering with Public Works and the Fire Department; removing committee language from the website; emergency operations exercises are on-going; orientation for new Board members to include ethics, appropriate behavior and signing-off for electronic devices; additional follow-up orientation after 3-4 months; internal and external communications plan and its purpose; who is targeted for social media; specifying who is responsible for each project/process; downtown action plan; more of an investment strategy; marketing and communication; committed to economic development; not slacking on Metra; finding a design for the new police facility that everyone will be happy with; Wolf's Crossing; grants and alternative funding sources; at risk by not having a facility staff; need professionals; routine maintenance is critical. If an item did not get a dot, it will still stay in progress as part of future projects. Staff will review the choices and follow-up with staff and the Board.

Additional discussion focused on easier access to OpenGov; staff to relocate the access to the Transparency section and change the name to Village Checkbook; staff to email the Board the new link for direct access; staff to do a social media push; bringing community conversations back next year; would like to see more action taken at the end of the conversations; how often to hold the conversations; what staff members should be at the conversations; splitting into two instead of four; fearful of skipping any of the conversations; not opposed to holding fewer; getting better responses next year; helpful to have department heads at the conversations. There was no further discussion.

CLOSED SESSION

There was no Closed Session held.

ADJOURNMENT

The Committee of the Whole meeting adjourned at 6:55 p.m.

Tina Touchette
Village Clerk

Absent: Luis Perez

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

- J.3. Adopt Property Tax Levy Abatement Ordinances for the 2006A, 2006B, 2009, 2011, 2012, 2013, 2014, 2016 Debt Issuances of the Village of Oswego. (First Read of Ordinances, Waiver of Second Read)
Ordinance No. 16-59, 16-60, 16-61, 16-62, 16-63, 16-64, 16-65 and 16-66

The annual tax levies for all of the Village's outstanding bond issues is abated each year. Sales tax revenues, motor fuel tax revenue and water/sewer revenues are used to make the debt service payments each year. The Village will abate the levies already on file with the County Clerks. The total amount to be abated for the 2006A, 2006B, 2009, 2011, 2012, 2013, 2014 and 2016 Debt Issues is \$4,446,750. Board and staff discussion focused on whether the upcoming road amendment, proposed for the November ballot, would affect the MFT funds. Communities could see MFT funds decrease if allowed to be swept from the fund. All MFT funds are used for roads. Staff is waiting for IML to weigh in.

A motion was made by Trustee Parr and seconded by Trustee Sollinger to Adopt Property Tax Levy Abatement Ordinances for the 2006A, 2006B, 2009, 2011, 2012, 2013, 2014, 2016 Debt Issuances of the Village of Oswego.

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

Nay: None

Absent: Luis Perez

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

- J.4. Resolution Authorizing the Village Administrator to Enter Into an Agreement with the Center for Governmental Studies for Strategic Planning Services in an Amount Not to Exceed \$11,750.
Resolution No. 16-R-80

The Village adopted a strategic plan in 2012. The plan was intended to run through 2017. An RFP was sent out in August of this year. Seven firms submitted proposals. A team including President Johnson, Trustee Sollinger, Administrator Di Santo, Administrative Intern Grace and Assistant Village Administrator Burns reviewed the proposals and selected CGS as the preferred vendor. CGS also had one of the lowest cost proposals. CGS's proposal included three sessions with the Board and the senior management team. The first two sessions will identify priorities, establish desired outcomes and performance targets. The third session will lay out action plans to achieve the priorities. Board and staff discussion focused on wanting more depth; plan is three dimensional; giving context to what the Village is doing; differs from a task list; 3-5 year plan; doing an analysis based on what is important; environmental scan; trends affecting ability to perform; ideal outcomes; performance targets; needing to see what is next/down the road; where the Village wants to be as a community; simplifying the plan. Two strategic planning workshops are scheduled for November 29th and December 3rd at Village Hall.

A motion was made by Trustee Kauffman and seconded by Trustee Sollinger to Approve a Resolution Authorizing the Village Administrator to Enter Into an Agreement with the Center for Governmental Studies for Strategic Planning Services in an Amount Not to Exceed \$11,750.

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

Nay: None

Absent: Luis Perez

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

J.5. LongHorn Steakhouse:

a) Ordinance Granting a Final PUD for LongHorn Steakhouse (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 16-67**

The petitioner requested approval of a Final PUD to allow for the development of a 5,640 square foot restaurant on a 1.6 acre vacant outlot parcel in the Prairie Market development. The proposed restaurant will be centrally located within the lot and meets all setback requirements. The building will contain mostly brick on all four sides with wood accents. There is an overall shortage of nine canopy trees on the east and west sides of the parcel. Staff and the petitioner expressed concerns with placing the additional nine required trees in the space. Landscaping shortages on the east and west property lines can be addressed by including the bufferyard landscaping that exists on the neighboring properties. Village Code requires one parking space for every 100 square feet of restaurant use. For the proposed 5,640 square foot building, Village Code would require 56 parking spaces. The petitioner is providing 115 parking spaces.

A motion was made by Trustee Kauffman and seconded by Trustee McCarthy-Lange to Approve an Ordinance Granting a Final PUD for LongHorn Steakhouse.

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

Nay: None

Absent: Luis Perez

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

b) Ordinance Approving a Minor Amendment to the PUD to Allow Additional Signage Located at 2650 Route 34. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 16-68**

Village Code and the Prairie Market PUD allows for wall signage along any façade facing a street, or on any façade that contains a public entrance. LongHorn would be allowed a wall sign along the Route 34 frontage and the rear of the building. The petitioner is requesting additional signage along both the east and west facades of the building. During the Planning and Zoning Commission meeting, LongHorn stated that the additional signage is necessary as patrons would pass by the building not knowing what it was. Placing a sign at the rear of the building would not provide visibility to the site. Staff would concur that a sign on the rear would have limited visibility due to the proximity of the BestBuy, which would block the view of the rear of the restaurant. Staff recommended the rear sign be relocated on either the east or west elevation of the building, but the total number of wall signs be limited to two per the requirements of the Village Code and the Prairie Market PUD. The petitioner requested three total wall signs. Staff and Board discussion focused on why Code only allows for two signs and not three signs; Village will be opening itself up for other people to ask for additional signs, but only for new businesses; makes sense to allow for three signs; no other drawbacks; building done very well. The Village Board agreed to grant approval of a third wall sign.

A motion was made by Trustee Kauffman and seconded by Trustee McCarthy-Lange to Approve an Ordinance Approving a Minor Amendment to the PUD to Allow Additional Signage Located at 2650 Route 34.

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

Nay: None

Absent: Luis Perez

The motion was declared carried by a roll call vote with five (5) aye votes and zero (0) nay votes.

PRESIDENT'S REPORT

No Report.

TRUSTEE'S REPORTS

Trustee Sollinger- noted the Village Clerk was on the front page of the Beacon News.

CLOSED SESSION

There was no Closed Session held.

ADJOURNMENT

A motion was made by Trustee Parr and seconded by Trustee Sollinger to adjourn the meeting; upon a voice vote with all remaining members present voting aye, the meeting was adjourned at 7:38 p.m.

Tina Touchette
Village Clerk

DRAFT

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: November 1, 2016

SUBJECT: Resolution Approving the Christmas Walk Parade and the Temporary Closure of US Highway 34.

ACTION REQUESTED:

Consideration to approve the resolution and temporary closure of US Highway 34 for the Christmas Walk Parade.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

A Special Event Permit application was submitted for the Christmas Walk Parade to be held on December 2, 2016. As part of this event, the parade will require temporary closure of both lanes of US Highway 34 at Jefferson Street and Main Street. There will be no detour route and traffic on US Highway 34 may go through by the Oswego Police Department stopping the parade. IDOT permission, to temporarily close a State Highway, will need to be obtained.

DISCUSSION:

N/A

RECOMMENDATION:

Staff is recommending the approval of the resolution for the Christmas Walk Parade to be held on December 2, 2016.

ATTACHMENTS:

- Resolution
- Map

RESOLUTION NO. 16 - R - ____

**CHRISTMAS WALK PARADE IN THE VILLAGE OF OSWEGO AND THE TEMPORARY
CLOSING OF US HIGHWAY 34**

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 is sponsoring a parade in the Village of Oswego, which event constitutes a public purpose; and

WHEREAS, this parade will require the temporary closure of four lanes of US Highway 34, a State Highway in the Village of Oswego, at Jefferson Street and at Main Street; and

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

WHEREAS, such closure shall occur during the approximate time period between 7:00 p.m. and 7:30 p.m. on December 2, 2016; and

WHEREAS, the closure is for the public purpose of staging the Christmas Walk parade; and

WHEREAS, traffic on US Highway 34 may go through by the Police Department stopping the parade; and

WHEREAS, Police Officers or authorized flaggers shall, at the expense of the Village of Oswego, be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic; and

WHEREAS, Police Officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned; and

WHEREAS, the Village of Oswego, prior to reopening the State Highway, shall remove all debris; and

WHEREAS, such signs, flags, barricades, etc., shall be used by the Village of Oswego as may be approved by the Illinois Department of Transportation. The Village of Oswego shall provide these items; and

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

WHEREAS, the Village of Oswego hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above; and

WHEREAS, that the Village of Oswego shall have a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate which will show the Illinois Department of Transportation and its officials, employees, and agents as additionally insured; and

WHEREAS, a copy of this resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

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

SECTION 1. INCORPORATION OF RECITAL

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

SECTION 2. SUPPORT FOR CLOSING OF US HIGHWAY 34

That the Village of Oswego supports the closing of US Highway 34 at Jefferson Street and at Main Street and requests permission from the Illinois Department of Transportation to support the same.

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 1st day of November 2016.

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

APPROVED by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 1st day of November 2016.

GAIL E. JOHNSON, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTIES OF KENDALL)
AND WILL

SS

CLERK'S CERTIFICATE
(RESOLUTION)

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

CHRISTMAS WALK PARADE IN THE VILLAGE OF OSWEGO AND THE TEMPORARY CLOSING OF US HIGHWAY 34

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 1st day of November 2016, and thereafter approved by the Village President on the 1st day of November 2016.

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of November 2016.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



**Village of Oswego
Bill List
November 1, 2016**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
General Fund:				
Corporate:				
	AFLAC	MONTHLY INSURANCE DEDUCTIONS	4,223.26	
	ANCEL, GLINK, DIAMOND, BUSH	LEGAL: FOX RIDGE STONE	1,487.50	
	ETC INSTITUTE	COMMUNITY SURVEY	6,450.00	
	FOX VALLEY TROPHY & AWARDS	NAME BADGE/NAME PLATE-CC	20.25	
	FOX VALLEY TROPHY & AWARDS	NAME PLATES-JR & BD	22.00	
	I.U.O.E. LOCAL 150	UNION DUES-ADMIN DUES 10/21/16	798.19	
	I.U.O.E. LOCAL 150	UNION DUES-ADMIN DUES 10/7/16	798.19	
	I.U.O.E. LOCAL 150	UNION DUES-MEMBERSHIP 10/21/16	200.09	
	I.U.O.E. LOCAL 150	UNION DUES-MEMBERSHIP 10/7/16	200.09	
	I.U.O.E. PAC	UNION DUES-10/21/16	36.00	
	I.U.O.E. PAC	UNION DUES-10/7/16	36.00	
	ILLINOIS STATE POLICE	LIQUOR COMMISSION CHECKS	250.00	
	ILLINOIS STATE TREASURER	UNCLAIMED PROPERTY: A/P CHECKS	190.67	
	IMPERIAL SERVICE SYSTEMS, INC.	JANITORIAL SERVICES - 10/16	1,835.00	
	IPBC	DENTAL INSURANCE-9/16	62.45	
	IPBC	DENTAL INSURANCE-9/16	382.22	
	IPBC	HEALTH INSURANCE-9/16	20,070.01	
	IPBC	HEALTH/ADDL INSURANCE-9/16	4,074.03	
	IPBC	LIFE INSURANCE-9/16	36.39	
	IPBC	LIFE INSURANCE-9/16	14.58	
	IPBC	VOLUNTARY LIFE INSURANCE-9/16	1,802.16	
	IPBC	VOLUNTARY LIFE INSURANCE-9/16	1,179.63	
	JEWEL FOOD STORES	SALES TAX REBATES 4/16-7/16	9,836.07	
	JEWEL FOOD STORES	SALES TAX REBATES 4/16-7/16	31,633.09	
	KOHL'S DEPARTMENT STORES	SALES TAX REBATES 4/16-7/16	4,455.36	
	KOHL'S DEPARTMENT STORES	SALES TAX REBATES 4/16-7/16	14,441.09	
	OSWEGOLAND SENIORS	SENIOR CENTER FUNDING	10,000.00	
	OTTOSEN BRITZ KELLY & COOPER,	LEGAL: IL ASSET RESOLUTION	312.00	
	PITNEY BOWES INC	EQUIPMENT RENTAL 11/16	1.16	
	PITNEY BOWES INC	EQUIPMENT RENTAL 11/16	2.82	
	PITNEY BOWES INC	EQUIPMENT RENTAL 11/16	23.52	
	ROBINSON ROOFING & SHEET METAL	VILLAGE HALL ROOF INSPECTION	550.00	
	TITAN CONSTRUCTION	REIMB DUPLICATE PMT:09-16-1694	50.00	
	TITAN CONSTRUCTION	REIMB DUPLICATE PMT:09-16-1694	46.00	
	TITAN CONSTRUCTION	REIMB DUPLICATE PMT:09-16-1695	46.00	
	TITAN CONSTRUCTION	REIMB DUPLICATE PMT:09-16-1696	46.00	
	TITAN CONSTRUCTION	REIMB DUPLICATE PMT:09-16-1697	46.00	
	TITAN CONSTRUCTION	REIMB DUPLICATE PMT:09-16-1698	46.00	
	TITAN CONSTRUCTION	REIMB DUPLICATE PMT:09-16-1699	46.00	
	VISION SERVICE PLAN	TOWNSHIP - COBRA 11/16	12.82	
	VISION SERVICE PLAN	VISION INSURANCE, 11/16	1,663.92	
	VISION SERVICE PLAN	VISION INSURANCE, TWP 11/16	229.54	
	VISION SERVICE PLAN	VISION INSURANCE, TWP RETIREES	44.24	
	WAL-MART STORES, INC.	SALES TAX REBATES 4/16-7/16	18,172.85	
	WAL-MART STORES, INC.	SALES TAX REBATES 4/16-7/16	62,070.78	
		Corporate Total:		197,943.97
Building & Zoning:				
	FEDEX	RETURNED DUPLICATE BOOK	13.74	
	IPBC	DENTAL INSURANCE-9/16	592.20	
	IPBC	HEALTH/ADDL INSURANCE-9/16	7,200.01	
	IPBC	LIFE INSURANCE-9/16	16.26	
	JAMES A AGEMA	INSPECTION NOTICES, 2-PART	104.00	
	PITNEY BOWES INC	EQUIPMENT RENTAL 11/16	59.24	
	TWIN OAKS LANDSCAPING INC	FORCLOSURE MOWINGS-3 PROPERTIES	135.00	
		Building & Zoning Total:		8,120.45
Community Development:				
	IPBC	DENTAL INSURANCE-9/16	232.62	
	IPBC	HEALTH/ADDL INSURANCE-9/16	3,849.91	
	IPBC	LIFE INSURANCE-9/16	6.53	
	PITNEY BOWES INC	EQUIPMENT RENTAL 11/16	17.39	
		Community Development		4,106.45
Community Relations:				
	BUSINESS DISTRICTS, INC	REGIONAL POSITIONING PLAN	5,100.00	
	IPBC	DENTAL INSURANCE-9/16	117.42	
	IPBC	HEALTH/ADDL INSURANCE-9/16	1,646.72	
	IPBC	LIFE INSURANCE-9/16	4.86	
	PADDOCK PUBLICATIONS	AD: FALL FUN, DAILY HERALD	465.00	
	PITNEY BOWES INC	EQUIPMENT RENTAL 11/16	19.92	
	SMG CONSULTING	TOURISM ANALYSIS-FINAL PAYMENT	2,100.00	

**Village of Oswego
Bill List
November 1, 2016**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
			Community Relations Total:	9,453.92
Economic Development:				
	FRANCE PUBLICATIONS, INC.	ECON DEV: HEARTLAND REAL ESTATE	800.00	
	KENDALL COUNTY	ECON DEV: FORECAST BREAKFAST-4 STAFF	120.00	
			Economic Development:	920.00
Road and Bridge:				
	COMMONWEALTH EDISON CO	1000 STATION DR, PARK & RIDE	262.45	
	COMMONWEALTH EDISON CO	MASTER ACCOUNT - STREET LIGHTS	2,786.44	
	FEECE OIL CO.	DIESEL - 313.65 GALS	621.63	
	FEECE OIL CO.	GASOLINE - 217.25 GALS	412.47	
	FEECE OIL CO.	GASOLINE - 301.95 GALS	523.49	
	GEOSYNTEC CONSULTANTS	ORDINANCE REVIEW, ENGINEERING	605.13	
	IMPERIAL SERVICE SYSTEMS, INC.	JANITORIAL SERVICES PW - 10/16	311.00	
	IPBC	DENTAL INSURANCE-9/16	342.87	
	IPBC	HEALTH/ADDL INSURANCE-9/16	5,062.25	
	IPBC	LIFE INSURANCE-9/16	11.66	
	J.P.C. TREE CARE LLC	1183 INCHES STUMP GRINDING	7,098.00	
	J.P.C. TREE CARE LLC	1730 INCHES STUMP GRINDING	10,380.00	
	J.P.C. TREE CARE LLC	REMOVAL OF 37 TREES	11,089.00	
	NUTOYS LEISURE PRODUCTS	REPAIR PARTS, MEMORIAL BENCHES	1,159.00	
	RUNYON, MARK	MILEAGE: ARBORIST CONFERENCE	102.60	
	RUNYON, MARK	MILEAGE: IL PUBLIC SERVICE INSTITUTE	209.52	
	TWIN OAKS LANDSCAPING INC	SEPT FINE CUT MOWING	9,380.00	
	TWIN OAKS LANDSCAPING INC	SEPT LANDSCAPE MAINTENANCE	2,820.00	
	TWIN OAKS LANDSCAPING INC	SEPT ROUGH CUT MOWING	4,200.00	
			Road and Bridge Total:	57,377.51
Finance:				
	BLAIR, DARCY	MILEAGE/TOLL:WCC COURSE 10/13	20.42	
	BLAIR, DARCY	MILEAGE/TOLL:WCC COURSE 10/20	20.42	
	BLAIR, DARCY	MILEAGE/TOLL:WCC COURSE 10/27	20.42	
	BLAIR, DARCY	MILEAGE:NIU PAYROLL SEMINAR	42.14	
	GATEWAY SERVICES WEB PAYMENT	CC PROCESSING-OPERATING PMTS	25.10	
	IPBC	DENTAL INSURANCE-9/16	369.82	
	IPBC	HEALTH/ADDL INSURANCE-9/16	3,563.19	
	IPBC	LIFE INSURANCE-9/16	9.36	
	NPC MERCHANT STATEMENT	CC PROCESSING: OPERATING	317.55	
	PAYLOCITY PAYROLL	PAYROLL SERVICES-9/23/16	1,068.14	
	PAYLOCITY PAYROLL	PAYROLL SERVICES-9/9/16	463.99	
	PITNEY BOWES INC	EQUIPMENT RENTAL 11/16	72.82	
	ROBINSON, BILLIE	MILEAGE/TOLL: WCC COURSE 10/13	23.04	
	ROBINSON, BILLIE	MILEAGE/TOLL: WCC COURSE 10/20	23.04	
	ROBINSON, BILLIE	MILEAGE/TOLL: WCC COURSE 10/27	23.04	
	VISION SERVICE PLAN	VISION INSURANCE, RETIREES	18.60	
			Finance Total:	6,081.09
Information Technologies:				
	IPBC	DENTAL INSURANCE-9/16	89.34	
	IPBC	HEALTH/ADDL INSURANCE-9/16	1,227.77	
	IPBC	LIFE INSURANCE-9/16	2.43	
			Information Technologies Total:	1,319.54
Police:				
	AHW LLC.	NEW BATTERY, GATOR REPAIR	380.16	
	GROOT RECYCLING & WASTE SRV.	SHREDDING SERVICES AT OPD	187.00	
	IMPERIAL SERVICE SYSTEMS, INC.	JANITORIAL SERVICES PD - 10/16	964.00	
	IPBC	DENTAL INSURANCE-9/16	4,545.48	
	IPBC	HEALTH/ADDL INSURANCE-9/16	73,493.97	
	IPBC	LIFE INSURANCE-9/16	152.16	
	JCM UNIFORMS, INC.	2 PR CLASS C PANTS	159.90	
	JCM UNIFORMS, INC.	CLASS C UNIFORM SHIRT	93.99	
	JCM UNIFORMS, INC.	QUARTERMASTER UNIFORM-SGT	414.69	
	MOTOROLA	ANNUAL FEE: STARCOM RADIO	150.00	
	OSWEGO CLEANERS	REPLACE ZIPPER, TRAFFIC VEST	14.00	
	PITNEY BOWES INC	QUARTERLY FEE FOR POSTAGE MACHINE	95.25	
	SPEEDWAY	AUGUST FUEL	13.37	
	VISION SERVICE PLAN	VISION INSURANCE, RETIREES	133.38	
	WEX BANK	AUGUST 2016 GASOLINE	4,901.80	
			Police Total:	85,699.15
			General Fund Total:	371,022.08

**Village of Oswego
Bill List
November 1, 2016**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
Water & Sewer Fund:				
	ALLEN, LANCE	OVERPMT OF UTILITY BILL	17.72	
	BROWN, MARK	OVERPMT OF UTILITY BILL	5.95	
	COMMONWEALTH EDISON CO	1585 W ROUTE 34 UNIT R	31.78	
	COMMONWEALTH EDISON CO	1613 ROUTE 34, BOOSTER #2	152.96	
	COMMONWEALTH EDISON CO	378 OGDEN FALLS BLVD WELL 7	421.78	
	COMMONWEALTH EDISON CO	MASTER ACCT - LIFT STATIONS	483.96	
	CULLEN, BRIAN	OVERPMT ON UTILITY BILL	50.05	
	DUTTLINGER, WILLIAM	OVERPMT OF UTILITY BILL	45.49	
	FEECE OIL CO.	DIESEL - 383.35 GALS	759.76	
	FEECE OIL CO.	GASOLINE - 265.65 GALS	504.12	
	FEECE OIL CO.	GASOLINE - 369.05 GALS	639.83	
	FNBO	UB PROCESSING-AUTO CC	61.06	
	FOX RIDGE STONE	WATER MAIN SPOILS	240.00	
	GATEWAY SERVICES WEB PAYMENT	CC PROCESSING-ONLINE PMTS	145.20	
	HAWKINS, INC	WELL 10 - 300.00 LBS CHLORINE	183.00	
	HAWKINS, INC	WELL 10 - 846.80 LBS PHOSPHATE	939.95	
	HAWKINS, INC	WELL 10 - CHLORINE DEPOSITS	40.00	
	HAWKINS, INC	WELL 10 - FREIGHT CHARGE	10.00	
	HAWKINS, INC	WELL 10 - FUEL SURCHARGE	13.50	
	HAWKINS, INC	WELL 11 - CHLORINE DEPOSITS	30.00	
	HAWKINS, INC	WELL 4 - CHLORINE DEPOSITS	10.00	
	HAWKINS, INC	WELL 6 - 300 LBS CHLORINE	183.00	
	HAWKINS, INC	WELL 6 - 614.80 LBS PHOSPHATE	682.43	
	HAWKINS, INC	WELL 6 - CHLORINE DEPOSITS	20.00	
	HAWKINS, INC	WELL 6 - FREIGHT CHARGE	10.00	
	HAWKINS, INC	WELL 6 - FUEL SURCHARGE	13.50	
	HAWKINS, INC	WELL 7 - CHLORINE CYL DEPOSITS	15.00	
	HAWKINS, INC	WELL 8 - 1090.40 LBS PHOSPHATE	1,210.34	
	HAWKINS, INC	WELL 8 - 450.00 LBS CHLORINE	274.50	
	HAWKINS, INC	WELL 8 - CHLORINE DEPOSITS	5.00	
	HAWKINS, INC	WELL 8 - EJECTOR SERVICE	203.50	
	HAWKINS, INC	WELL 8 - FUEL SURCHARGE	13.50	
	HAWKINS, INC	WELL 9 - CHLORINE DEPOSITS	55.00	
	ILLINOIS STATE TREASURER	UNCLAIMED PROPERTY: OVERPMT UTIL BILLS	1,196.33	
	IMPERIAL SERVICE SYSTEMS, INC.	JANITORIAL SERVICES PW - 10/16	311.00	
	IPBC	DENTAL INSURANCE-9/16	1,401.18	
	IPBC	HEALTH/ADDL INSURANCE-9/16	18,393.50	
	IPBC	LIFE INSURANCE-9/16	47.02	
	KENDALL COUNTY RECORDER	RELEASE OF LIEN RECORDING FEE	49.00	
	M.E. SIMPSON COMPANY, INC	WATERMAIN MAINT: 161 VALVES	8,533.00	
	M/I HOMES	OVERPMT ON UTILITY BILL	204.00	
	MOCKAITIS, ROMAS	OVERPMT OF UTILITY BILL	93.12	
	NPC MERCHANT STATEMENT	PAYMENT PROCESSING: UB	10.00	
	NPC MERCHANT STATEMENT	PMT PROCESSING: WATER ONLINE	2,088.28	
	PITNEY BOWES INC	EQUIPMENT RENTAL 11/16	69.11	
	SANJUAN, MARIO	OVERPMT OF UTILITY BILL	27.01	
	SEALCOAT SOLUTIONS, INC.	MAIN BREAK, 294 MORGAN VALLEY	2,095.20	
	UNITED STATES POSTAL SERVICE	REGULAR MAILING-UTILITY BILLS	4,185.24	
	VANCO SERVICES	UB PROCESSING FEES: ECHECKS	187.78	
	WEAVER PAM	OVERPMT OF UTILITY BILL	31.06	
		Water & Sewer Fund:	<u>46,393.71</u>	
Capital Fund:				
	ALFRED BENESCH & COMPANY	WOLFS CROSSING-PH 1 STUDY	10,356.77	
	BUILDERS PAVING	2016 ROAD PROGRAM, NON MFT	214,274.52	
		Capital Fund:	<u>224,631.29</u>	
Garbage Fund:				
	GROOT INDUSTRIES, INC	GARBAGE- SEPTEMBER 2016	195,302.40	
		Garbage Fund:	<u>195,302.40</u>	
Agency Fund:				
	OSWEGO COMMUNITY UNIT	LAND CASH FEES - SCHOOL	5,303.42	
	OSWEGO COMMUNITY UNIT	TRANSITION FEES - SCHOOL	10,012.24	
	OSWEGO FIRE PROTECTION DIST.	PLAN REVIEW - FIRE	578.25	
	OSWEGO FIRE PROTECTION DIST.	TRANSITION FEES - FIRE	1,172.18	
	OSWEGO PUBLIC LIBRARY	TRANSITION FEES - LIBRARY	1,001.82	
	OSWEGOLAND PARK DISTRICT	LAND CASH FEES - PARK DISTRICT	3,279.95	
	OSWEGOLAND PARK DISTRICT	TRANSITION FEES - PARK DISTRICT	1,512.18	
		Agency Fund:	<u>22,860.04</u>	
Vehicle Replacement Fund:				
	JX ENTERPRISES INC.	2017 PETERBILT DUMP TRUCK	98,250.00	
	STRYPES PLUS MORE INC	NEW STRIPE DESIGN - 2 SQUADS	630.00	

**Village of Oswego
Bill List
November 1, 2016**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
			Vehicle Replacement Fund:	<u>98,880.00</u>
Subdivision Escrow Fund:				
	ARTIST TOUCH	RETURNED 1" METER & WRENCH	233.83	
	DRH CAMBRIDGE HOMES	FIN GRADE BOND:315 WINTHROP	2,000.00	
	DRH CAMBRIDGE HOMES	LANDSCAPE BOND:315 WINTHROP	1,000.00	
	DRH CAMBRIDGE HOMES	LANDSCAPE BOND:508 TORRINGTON	1,000.00	
	ILLINOIS STATE TREASURER	UNCLAIMED: TREE BOND	500.00	
	KENDALL COUNTY RECORDER	AMEND PUD: SIGNAGE, #947.16	52.00	
	KENDALL COUNTY RECORDER	REZONE: 108 CHICAGO RD	51.00	
	M/I HOMES	DRIVEWAY BOND:123 BLUEGRASS	1,080.00	
	M/I HOMES	DRIVEWAY BOND:473 BLOOMFIELD	1,080.00	
	M/I HOMES	FIN GRADE BOND:123 BLUEGRASS	2,000.00	
	M/I HOMES	FIN GRADE BOND:230 JULEP	2,000.00	
	M/I HOMES	LANDSCAPE BOND:123 BLUEGRASS	1,000.00	
	M/I HOMES	LANDSCAPE BOND:230 JULEP	1,000.00	
	M/I HOMES	LANDSCAPE BOND:386 BLOOMFIELD	1,000.00	
	M/I HOMES	LANDSCAPE BOND:473 BLOOMFIELD	1,000.00	
	M/I HOMES	SIDEWALK BOND:473 BLOOMFIELD	960.00	
	M/I HOMES	TREE BOND: 123 BLUEGRASS	250.00	
	M/I HOMES	TREE BOND:230 JULEP	250.00	
	M/I HOMES	TREE BOND:386 BLOOMFIELD	500.00	
	M/I HOMES	TREE BOND:473 BLOOMFIELD	250.00	
	MCCUE BUILDERS	FIN GRADE BOND:605 BLOOMFIELD	2,000.00	
	MCCUE BUILDERS	LANDSCAPE BOND:497 BLOOMFIELD	1,000.00	
	MCCUE BUILDERS	TREE BOND:497 BLOOMFIELD	250.00	
	ROBINSON ENGINEERING LTD.	ENGINEERING:LOT 18, OSW COMMON	595.00	
	ROBINSON ENGINEERING LTD.	ENGINEERING:METRONET SITE	210.00	
	TAYLOR MORRISON OF IL INC	DRIVEWAY BOND:699 CANTON	1,080.00	
	TAYLOR MORRISON OF IL INC	DRIVEWAY BOND:830 COLCHESTER	1,080.00	
	TAYLOR MORRISON OF IL INC	FIN GRADE BOND:699 CANTON	2,000.00	
	TAYLOR MORRISON OF IL INC	FIN GRADE BOND:830 COLCHESTER	2,000.00	
	TAYLOR MORRISON OF IL INC	LANDSCAPE BOND:699 CANTON	1,000.00	
	TAYLOR MORRISON OF IL INC	LANDSCAPE BOND:830 COLCHESTER	1,000.00	
	TAYLOR MORRISON OF IL INC	SIDEWALK BOND:699 CANTON	960.00	
	TAYLOR MORRISON OF IL INC	SIDEWALK BOND:830 COLCHESTER	960.00	
	TAYLOR MORRISON OF IL INC	TREE BOND:699 CANTON	250.00	
	TAYLOR MORRISON OF IL INC	TREE BOND:830 COLCHESTER	250.00	
		Sub Escrow Fund:		<u>31,841.83</u>
TIF Redevelopment Fund:				
	ANCEL, GLINK, DIAMOND, BUSH	LEGAL: TIF REDEVELOPMENT DIST	3,412.50	
	KANE, MCKENNA & ASSOCIATES INC	LEGAL: TIF FINANCIAL PROJECTION	532.50	
	KENDALL COUNTY RECORDER	TIF REDEVELOPMENT, MINUTES	154.00	
		TIF Redevelopment Fund:		<u>4,099.00</u>
		Grand Total:		<u><u>995,030.35</u></u>

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: November 1, 2016

SUBJECT: Minor Amendment for 2404 Route 34 (Burlington Signage), #951.16

ACTION REQUESTED:

Approve Ordinance Granting a Minor Amendment to 2404 Route 34 in the Prairie Market Development for Burlington to Allow for the Increase in the Allowed Wall Signage (First Read, Wavier of Second Read)

BOARD/COMMISSION REVIEW:

Not Applicable

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
1/9/2006	Village Board	Ordinance #06-06 - approving the Final PUD for Lots 1, 11, and 12
5/22/06	Village Board	Ordinance #06-60 – Minor Amendment for signage
2/26/07	Village Board	Ordinance #07-37 - Minor Amendment for outdoor storage
4/15/14	Village Board	Ordinance #14-26 – Minor Amendment for façade changes

DEPARTMENT: Community Development

SUBMITTED BY: Community Development Director Rod Zenner

FISCAL IMPACT:

Not Applicable

BACKGROUND:

Minor amendments to PUDs are brought before the Village Board for review and consideration. Minor amendments do not require Planning and Zoning Commission review.

DISCUSSION:

The applicant is requesting a Minor Amendment to the Final PUD approval for Lot 1 of Prairie Market to allow for an increase in the allowed wall signage for 2404 Route 34. The Prairie

Market PUD allows for signs that have letters 4 feet in height with an overall sign height of 7 feet. Burlington is proposing a wall sign that has letters that are 5.5 feet in height and an overall sign height that is 7.3 feet. The additional letter height and sign height can be attributed to the stylized “B” in the sign that exceeds the height of the other letters in the sign. If the “B” was a letter design similar to the rest of the sign, the sign would possibly meet the PUD’s size requirements.

The Prairie Market PUD recognizes that some retail businesses have a specific logo or signature as an identifier. The stylized “B” could be considered a recognized logo, so staff is of the opinion that the larger size could be considered as part of their identifiable logo. The PUD allows for a wall sign of 272 square feet. The proposed wall sign is 239 square feet.

Since the elements of the sign can be considered a logo for the tenant, and the overall size of the wall sign meets the size requirements of the PUD, staff recommends approval of the minor amendment.

RECOMMENDATION:

Staff is recommending the First Read of the Ordinance Granting a Minor Amendment to Lot 1 of the Prairie Market Planned Unit Development for Burlington at 2404 Route 34 to allow for a wall sign with letters up to 66 inches and an overall sign height of 88, waiving second read and approving.

ATTACHMENTS:

- Ordinance

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

ORDINANCE NO. 16 --

**ORDINANCE GRANTING A FOURTH MINOR AMENDMENT TO THE FINAL PLANNED
UNIT DEVELOPMENT FOR PRAIRIE MARKET LOT 1 LOCATED AT 2404 ROUTE 34 TO
ALLOW FOR A LARGER WALL SIGN, IN THE VILLAGE OF OSWEGO, KENDALL
COUNTY, ILLINOIS**

(Burlington)

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

This ___ day of 2016

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

Published in pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on , 2016.

ORDINANCE NO. 16 --

ORDINANCE GRANTING A FOURTH MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT FOR PRAIRIE MARKET LOT 1 LOCATED AT 2404 ROUTE 34 TO ALLOW FOR A LARGER WALL SIGN, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Burlington)

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

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

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

WHEREAS, the property was annexed to the Village on March 14, 2005 by Ordinance #05-25; and

WHEREAS, a Final PUD was approved on January 9, 2006 by Ordinance #06-06; and

WHEREAS, a Minor Amendments were approved on May 22, 2006 by Ordinance #06-60 for signage, February 26, 2007 by Ordinance #07-37 for outdoor storage, and on April 15, 2014 by Ordinance #14-26 for a façade change; and

WHEREAS, Burlington Stores, Inc is requesting a Minor Amendment for 2404 Route 34 for an increase to the size of wall signage; and

WHEREAS, the property is currently zoned B-3 Community Service and Wholesale District and is improved with commercial retail space; and

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

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

Section 1: That the recitals set forth above are incorporated here by reference, and the application for an amendment to the Final PUD by Burlington Stores, Inc., to allow for an increase to the

allowed wall signage the property legally described in Exhibit “A” and depicted in the location map in Exhibit “B” is approved as set forth in the following Exhibits:

Exhibit “C” – Signage Plan

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this __ day of ____ 2016.

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

APPROVED by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this __ day of _____ 2016.

GAIL E. JOHNSON, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

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

CLERK'S CERTIFICATE
(ORDINANCE)

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

ORDINANCE GRANTING A FOURTH MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT FOR PRAIRIE MARKET LOT 1 LOCATED AT 2404 ROUTE 34 TO ALLOW FOR A LARGER WALL SIGN, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Burlington)

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the ___ day of _____ 2016, approved by the Village President on the ___ day of _____ 2016 and thereafter published in pamphlet form.

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2016.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 00 DEGREES 12 MINUTES 58 SECONDS WEST (ASSUMING BEARING) ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 295.58 FEET TO THE SOUTHERLY LINE OF LAND CONVEYED TO THE COMMONWEALTH EDISON PER DOCUMENT NUMBER 128295 KENDALL COUNTY, ILLINOIS; THENCE NORTH 79 DEGREES 03 MINUTES 11 SECONDS WEST, ALONG SAOD SOUTHERLY LINE, 267.47 FEET TO THE SOUTHERLY LINE OF U.S. ROUTE 34 PER DOCUMENT R200100004843, KENDALL COUNTY, ILLINOIS; THENCE SOUTH 55 DEGREES 27 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY LINE 917.64 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 33 DEGREES 38 MINUTES 55 SECONDS WEST, ALONG SAID LINE, 17.67 FEET TO AN ANGLE POINT OF SAID LINE; THENCE SOUTH 55 DEGREES 27 MINUTES 00 SECONDS WEST, ALONG SAID LINE, 65.62 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 77 DEGREES 15 MINUTES 05 SECONDS WEST, ALONG SAID LINE, 17.67 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 55 DEGREES 27 MINUTES 00 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 587.95 FEET; THENCE SOUTH 34 DEGREES 33 MINUTES 00 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 250 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 34 DEGREES 33 MINUTES 00 SECONDS EAST, 1050 FEET; THENCE SOUTH 55 DEGREES 27 MINUTES 00 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 624.54 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 08 SECONDS WEST, 15.82 FEET; THENCE SOUTH 54 DEGREES 49 MINUTES 53 SECONDS WEST, 39.23 FEET; THENCE NORTH 34 DEGREES 33 MINUTES 00 SECONDS WEST, 1041.76 FEET; THENCE NORTH 55 DEGREES 27 MINUTES 00 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 677 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS.

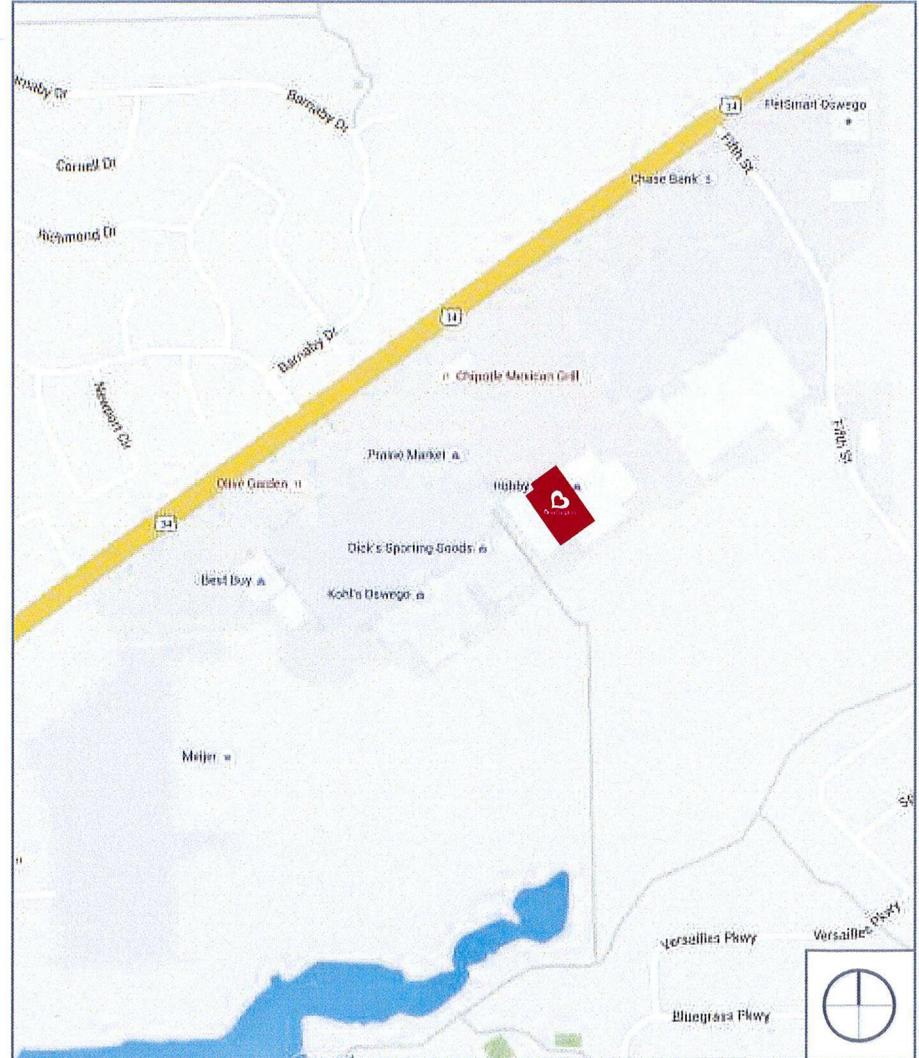
PARCEL 2:

EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY STORMWATER DETENTION & EASEMENT AGREEMENT, DATED JUNE 30, 2005, MADE BY AND BETWEEN NATIONAL DEVELOPERS, INC., HOVESTONE PROPERTIES ILLINOIS, L.L.C., A DELEWARE LIMITED LIABILITY COMPANY AND KDR-OSWEGO ASSOCIATES, L.P., RECORDED JULY 27, 2005 AS DOCUMENT NUMBER 200500021427, FOR THE FLOW, DETENTION AND RETENTION OF STORMWATER, AS DEFINED THEREIN, AND MAINTENANCE OF THE FACILITY, AS DEFINED THEREIN.

Commonly known as: 2404 Route 34, Oswego IL 60543



Satellite Map



Vicinity Map

EXHIBIT
B

Bumberg No. 5208

A



A

PROPOSED/PRIMARY ELEVATION

3/32" = 1'-0"

Blumberg No. 5208
EXHIBIT
 C 1 of 2



**BLAIR SIGN
 PROGRAMS**

Scott Bilbrey
 9932 Prospect Ave Studio 137
 San Jose, CA 92071
 (419) 792-1600
 bilbrey@blairsign.net

Burlington

SIGN PLACEMENT

09/21/2016

Section II
SHEET # 3



SIGN TYPE: A	66" ILLUMINATED CHANNEL LETTERS w/ TAG LINE	239 SQ. FT.	SCALE: 3/16" = 1'-0"
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SCOPE OF WORK

Sign(s) Type: A

Manufacture and Install:
 (1) One Set of Internally (LED) Illuminated Remote Channel Letters

"Burlington" Letters:
 5" deep .040" Aluminum Returns pre painted Black (Satin Finish), 3/16" White Acrylic with 1st Surface Burlington Red Translucent Vinyl, 1" Black Trim Cap, Red LED's.

Tag Line Letters:
 3" deep .040 Aluminum Construction painted Black (Satin Finish), 3/16" thick clear plex w/ 1st Surface 3M # 3635-222 perforated Black, 2nd surface 3M 30% diffuser. 1" Black trim cap. White 6500K LED Illumination.

Race Way:
 (2) Two separate race ways, 2" deep, aluminum construction painted to match building facade / sign area, (color TBD).

Incoming Power/Access:
 120v Primary Circuit(s) by Others, Reasonable Access req'd.

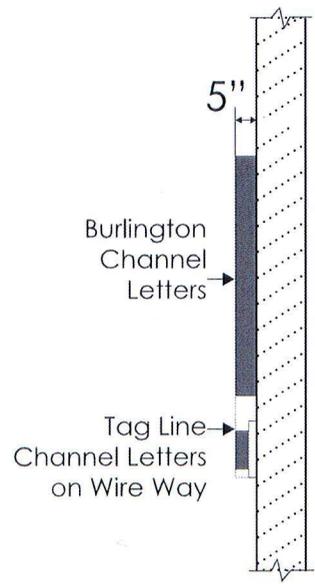


EXHIBIT
 Blumberg No. 5208
 C 2012

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: November 1, 2016

SUBJECT: MetroNet Ground Lease

ACTION REQUESTED:

Approval of a Resolution Authorizing the Village Administrator to Enter Into a Ground License Agreement with Metro Fibernet, LLC

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
8/16/2016	Village Board Meeting	Approval of a Local Cable Television Franchise with CMN-RUS (MetroNet)

DEPARTMENT: Administration

SUBMITTED BY: Christina Burns, Assistant Village Administrator

FISCAL IMPACT:

NA

BACKGROUND:

The Village granted a franchise agreement to MetroNet to provide fiber-to-the-home cable and internet access to the Village. MetroNet has requested the use of Village property for a hut site for their telecommunications equipment. The site would be located at the Ogden Falls Water Tower. The site plans have been approved by the Planning and Zoning Commission.

DISCUSSION:

Village staff has been in discussion with MetroNet regarding the terms of the site lease. The lease would run with the term of the franchise agreement, which is a 20 year agreement. In exchange for the lease, MetroNet would provide high-speed internet services and WAN connectivity to the Village at approximately a \$2,000 discount over our current provider fees. Prior to the system being in place, MetroNet would be required to pay \$1,000 per month in rent.

Once services are available, MetroNet would provide services at a discount through a five year service agreement (attached as an exhibit). After the first service agreement, MetroNet would have the opportunity to match competitive quotes, elect to pay \$1,000 a month or terminate the agreement.

RECOMMENDATION:

Staff recommends adoption of a resolution authorizing the Village to enter into a Ground License Agreement with MetroNet, and approval of a resolution granting an easement to Metro FiberNet LLC.

ATTACHMENTS:

- Resolution Authorizing the Village Administrator to Enter into a Ground License Agreement with Metro Fibernet LLC.
 - Ground License Agreement
- Resolution Granting an Easement to MetroFiber LLC (378 Ogden Falls Boulevard; Ogden Falls Water Tower Hut Site for Access, Utility Services and Fiber Connectivity)

RESOLUTION NO. 16 - R - ____

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO
A GROUND LICENSE AGREEMENT WITH METRO FIBER LLC
(378 Ogden Falls Boulevard)**

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 residents of the Village of Oswego will benefit from greater cable television competition; and

WHEREAS, the Village of Oswego has granted Metro Fiber LLC a local cable franchise agreement to provide cable and internet services within the Village of Oswego; and

WHEREAS, Metro Fiber LLC requires a central site for distribution and maintenance equipment; and

WHEREAS, the Village owns the property at 378 Ogden Falls Avenue for water infrastructure purposes; and

WHEREAS, the Village’s property at 378 Ogden Falls Boulevard has adequate additional space to accommodate Metro Fiber LLC’s proposed equipment site; 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 RECITAL

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

SECTION 2. SUPPORT OF AGREEMENT

The Village President and Village Board of Trustees hereby authorize and direct the Village Administrator to execute on behalf of the Village a Ground License Agreement with Metro Fiber LLC, attached hereto as "Exhibit A."

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of ___ 2016.

RYAN KAUFFMAN _____ JUDY SOLLINGER _____

KARIN MCCARTHY-LANGE _____ LUIS PEREZ _____

PAM PARR _____ JOE WEST _____

APPROVED by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of ___ 2016.

GAIL E. JOHNSON, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

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

CLERK'S CERTIFICATE
(RESOLUTION)

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

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO
A GROUND LICENSE AGREEMENT WITH METRO FIBER LLC
(378 Ogden Falls Boulevard)**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the ___ day of _____ 2016, and thereafter approved by the Village President on the ___ day of _____ 2016.

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2016.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Exhibit A

GROUND LICENSE AGREEMENT

THIS GROUND LICENSE AGREEMENT (“License” or “Agreement”) is executed to be effective as of the ____ day of October 2016 (the “Effective Date”), by and between the Village of Oswego, an Illinois home-rule Municipal Corporation (“Licensor”) and Metro Fibernet, LLC, d/b/a Metronet, 3701 Communications Way, Evansville, IN 47715 (“Licensee”), herein individually a “Party” and collectively, the “Parties.”

BACKGROUND. Licensor is the owner of certain real property located at 378 Ogden Falls Boulevard in Oswego, Illinois, which is legally described on the attached Exhibit A (the “Premises”). Licensee desires to install, operate and maintain up to two (2) fiber optic huts (each a “Hut”) and associated equipment, including generator and fencing (“Hut Equipment”), on a 50’ x 50’ portion of the Premises, as described in this License and depicted on the attached Exhibit B (“Hut Site” or “Site”). Licensee’s Hut and Hut Equipment are collectively hereinafter the “Facilities.” Licensor is willing to enter into a License of the Hut Site with Licensee.

THEREFORE, in consideration of the following mutual covenants and conditions, and for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE.

- A. The Licensor hereby licenses to Licensee the Hut Site for the installation, operation and maintenance of the Hut and Hut Equipment for the purpose of conducting cable, video, phone, internet and/or other telecommunications operations (the “Authorized Use”) as depicted on Exhibit B.
- B. Licensor grants to Licensee, subject to the terms stated below, a nonexclusive License to construct, operate, maintain, expand, replace and remove facilities that Licensee may desire in order to utilize the Site, consisting of but not limited to aerial cables (if allowed by Licensor’s ordinances), underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, gas mains, electric lines, water lines, telecommunications systems and other facilities or structures for similar uses, upon, over, through, under and along a parcels of land as depicted on Exhibit B or such other parcel(s) on the Premises as are reasonably agreed upon by Licensor and Licensee (the “License Tract”). This License also includes the right of ingress and egress over and across the Premises adjacent to the License Tract for the purpose of exercising the rights granted herein, and the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the License Tract during construction and maintenance and to use adjacent areas as necessary. Licensor will have the right to use and enjoy the License Tract so long as Licensor’s use does not interfere with the rights conveyed to Licensee. Licensor will not erect any structure, or plant trees or other vegetation within the License Tract. By separate, recordable instrument in form and content acceptable to the parties, for no additional charge, Licensor will grant easements to Licensee and applicable third party utilities or service providers for the egress/ingress and easements set forth on Exhibit B.
- C. These Licenses are specific to Licensee, and except as otherwise set forth herein, may not be transferred or assigned in any manner without Licensor’s written consent. Notwithstanding any other provision of this License, the rights granted to Licensee pursuant to Section B shall only be assignable to and extend to the placement of the facilities of third party utilities and service providers for the purpose of providing services to Licensee for use of the Site and Facilities. Licensee may only assign or sublet all or a portion of this License without Licensor’s consent to: any firm, corporation, entity or person which Licensee controls, is controlled by or is under common control with Licensee; and/or,

any entity or person which succeeds to all or substantially all of Licensee's assets or membership interest whether by merger, sale or otherwise. In the event of such assignment or subletting, Licensee will give notice to Licensor of the name and address of the assignee or sublicensee.

- D. Licensee, at its sole expense, shall be responsible for obtaining all certifications, licenses and permits and any and all approvals that may be required for Licensee's intended use of the Site. Licensor shall cooperate with Licensee in obtaining such approvals, certifications, licenses and permits.
- E. All Facilities and other improvements attached to or placed on the Site and other related property brought onto the Site by Licensee as permitted by this License, shall be at all times considered personal property of the Licensee, and not fixtures.

2. TERM OF LICENSE.

- A. This License is for a term of twenty (20) years from the Effective Date (the "Initial Term") unless terminated in accordance with Section 10.
- B. Licensee has the option to renew the License for two (2) additional terms of ten (10) years (each a "Renewal Term"). Each such option shall be automatically exercised unless Licensee provides thirty (30) days written notice to the Licensor prior to the end of the Initial Term or Renewal Term, as applicable, that it does not want to exercise its option to renew the License. This License shall terminate automatically upon one (1) year of non-use or abandonment of the Site by Licensee.

3. RENT.

- A. As consideration for Licensee's license of the Site and grant of the License Tracts and easements during the Initial Term and any Renewal Term, subject to the terms of this License, Licensee will provide Licensor 100/100 meg internet and a 100 meg wide area network between the Village Hall, Public Works building and Police Department, as more specifically described in Exhibit C (the "Services"). As a condition of receiving the Services, Licensor agrees to abide by the Advanced Services Agreement attached as Exhibit C.
- B. Licensor's termination of the Services or failure to use the Services will not affect Licensee's rights under this License or any easement granted by Licensor to Licensee or applicable third party utilities or service providers. If either Licensor or Licensee terminates the Services for any reason, this License and any easement granted by Licensor to Licensee and applicable third party utilities or service providers will continue and Licensee will pay Licensor the monthly amount of One Thousand and No/100 Dollars (\$1,000) from the effective date of the termination of the Services until the termination of this License, pro-rated for any partial month.
- C. Licensor acknowledges that Licensee's network is not constructed as of the Effective Date, that Services will not be available at the locations on the Effective Date, and that until Services are made available to Licensor, Licensee shall pay Licensor the monthly amount of One Thousand and No/100 Dollars (\$1,000), pro-rated for any partial month.

4. UTILITIES.

Licensee is responsible for obtaining (unless such utility hook ups already exist) and paying for all utilities necessary for its use of the Site and hereby holds the Licensor harmless for any costs associated with the same.

5. USE RESTRICTIONS.

- A. The Site and License Tract shall be used by Licensee solely for the Authorized Use and for no other purpose.
- B. Licensee shall not remove, damage or alter in any way existing improvements or personal property of Licensor on the Premises (including the Site) without the Licensor's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Licensee shall repair any damage or alteration to the Premises to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.
- C. Following notice to Licensor, Licensee shall have a non-exclusive right of access seven (7) days a week, twenty-four (24) hours a day to the Hut Site, License Tract and across the Premises for ingress and egress to the Hut Site and License Tract for the Authorized Use, which right of access shall be exercised so as to not unreasonably interfere with the use of the Premises by the Licensor's employees, contractors, agents, invitees and representatives. Licensee shall not be required to give Licensor notice for access outside the gated portion of Licensor's property.
- D. Licensee shall keep the Site in good order and repair, well maintained, orderly and clean at all times.

6. CONSTRUCTION AND MAINTENANCE.

- A. Licensee has, at its own cost, all responsibilities for the installation of all Facilities and other improvements by Licensee on/to the Site as depicted on Exhibit B, including costs associated with construction, operation and maintenance, unless damage thereto is caused by the Licensor or its employees, agents, contractors, invitees and representatives.
- B. All improvements made by Licensee to the Site pursuant to the terms of this License are subject to and must be consistent with generally accepted engineering principles, practices and experience and in compliance with all applicable codes, ordinances, and laws. Licensee agrees that any and all work performed on the Premises and in association with the purposes of this License shall be done in a good, safe, and workmanlike manner.
- C. Licensee shall not permit any liens to be placed or remain on the Premises by virtue of any work performed or materials provided under this License.

7. OWNERSHIP OF FACILITIES.

It is expressly understood and agreed that Licensee retains title to all Facilities and other improvements installed by it pursuant to the Authorized Use and that it may modify, replace or remove such Facilities and other improvements when necessary.

8. TAXES AND FEES.

Licensee shall pay any and all taxes, including, without limitation, real estate, leasehold, sales, use and/or excise taxes, and all similar fees, assessments and any other cost or expense now or hereafter imposed by any government authority directly on and exclusively in connection with Licensee's payment of rent to Licensor, the Facilities or Licensee's use of the Site. In addition, Licensee shall pay that portion, if any, of the personal property taxes assessed directly upon and arising exclusively from Licensee's installation and use of its Facilities and other improvements on the Site. Licensee shall make payment within thirty (30) days after presentation of an invoice and/or assessment notice, which

is the basis for the demand. Licensee shall remain solely liable for all regulatory fee(s) enacted by any governmental authority attributable to Licensee's installation and use of its Facilities on the Site.

9. INTERFERENCE.

Licensor will not cause or permit the installation of any equipment after the date of this Agreement which results in technical interference problems with Licensee's Facilities.

10. TERMINATION.

This License may be terminated without further liability by either Party on thirty (30) days prior written notice as follows: (i) by either Party upon a default of any covenant or term herein by the other Party, which default is not cured within thirty (30) days of receipt of written notice of the default or such longer period as is reasonable under the circumstances provided the Party in default has commenced cure within the thirty (30) days and is diligently pursuing cure; (ii) by Licensee in the event of Licensee's bankruptcy or insolvency or in the event of actions by the FCC, or other Federal, State or Local regulatory body causing changes or interruptions in Licensee's business or Site. Termination shall become effective on the thirtieth (30th) day following the receipt of written notice; (iii) by Licensor in the event Licensee does not materially commence construction of its system on or before the first anniversary of this Agreement; (iv) by Licensor if Licensee or its assigns no longer provide services in the Village pursuant to a Franchise Agreement between the Parties.

11. DAMAGE OR DESTRUCTION.

The parties agree that Licensor has no obligation to reimburse Licensee for the loss of or damage to fixtures, equipment, or other personal property, except for loss or damage as is caused by the willful act or gross negligence of Licensor, its employees, agents, contractors, invitees, licensees and lessees.

12. CONDITION OF PREMISES/RESTORATION UPON EXPIRATION OR TERMINATION.

During the term of this License and subject to other provisions contained herein, Licensor shall keep the Premises in reasonable condition and repair. Within one hundred eighty (180) days following expiration of the Initial Term or Renewal Term, as applicable, or termination of the License, Licensee shall surrender the Site and License Tract to Licensor, with all of Licensee's Facilities removed, and with the Site and License Tract restored as nearly as practicable to the condition in which it existed upon execution of this License, except, for (i) damage due to causes beyond Licensee's control or without its fault or negligence and (ii) reasonable wear and tear. If Licensee fails to remove its Facilities and restore the Site and License Tract within such one hundred eighty (180) day period, Licensee hereby agrees to reimburse Licensor for any cost reasonably incurred by to repair damage to Premises caused during installation, maintenance or removal of Licensee's Facilities or other improvements.

13. INSURANCE.

A. Licensee shall carry during the term of this License and any Renewal Term minimum general liability insurance (including bodily injury and property damage) with the following coverage: Bodily Injury — Three Million Dollars (\$3,000,000) for all injuries sustained by any person in any one occurrence. Property Damage — Three Million Dollars (\$3,000,000) per property damage occurrence. The Licensee shall also provide commercial automobile liability insurance protecting Licensee in an amount not less than Three Million Dollars (\$3,000,000) per occurrence. Umbrella coverage may be used to satisfy the required coverage limits. The Licensee shall also carry worker's compensation

insurance at the statutory level required under Illinois law. All such general liability insurance policies shall name the Village of Oswego together with its officers, agents and employees (the "Additional Insureds") as primary additional insureds. All coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be cancelled or materially altered to reduce the policy limits during the Initial Term or any Renewal Term of this License. Upon Licensor's written request, Licensee will provide a copy of all applicable Certificates of Insurance to Licensor showing the required coverage.

B. The Additional Insureds shall be named as primary additional insureds on the same terms as set forth by any contractors or subcontractors working on the Licensed Tract or the Site for the benefit of the Licensee.

C. Any insurance or indemnification required by this Agreement shall be for the benefit of the Licensor, together with its officers, agents and employees.

14. WARRANTIES AND REPRESENTATIONS.

- A. Licensor warrants and represents that: (i) it has not, and has no knowledge of any other person that has, caused any Release, threatened Release, or disposed of any Hazardous Material at/on the Premises; (ii) it has used no material quantity of any Hazardous Material at/on the Premises and has conducted no Hazardous Material Activity at/on the Premises; and (iii) it has no notice or knowledge of any material quantity of any Hazardous Material at/on or Environmental Claim involving the Premises.
- B. Licensee warrants and represents that: (i) it has obtained all governmental approvals required for its intended operations at the Site by any applicable Environmental Law; and (ii) it intends to use no material quantity of any Hazardous Material and conduct no Hazardous Material Activity at the Site.
- C. Licensee further warrants and represents that it shall: (i) comply in all material respects with any applicable Environmental Law; (ii) expeditiously cure at its expense and to the reasonable satisfaction of the Licensor any material violation of Environmental Laws at the Site which Licensee, its assignees and their contractors causes or which constitutes a breach of Licensee's undertakings hereunder; (iii) not manufacture, use, generate, transport, treat, store, Release, dispose of, or handle any Hazardous Material on the Site, nor permit others to do any of the foregoing, except in compliance with applicable Environmental Laws; (iv) remove from the Site at its expense by the termination date of this License any Hazardous Materials or equipment to manufacture, generate, transmit, treat, store, Release, dispose of, or handle any Hazardous Material used by Licensee including any storage tank.
- D. For purposes of this Section 14, the capitalized terms listed below shall have the meanings indicated: (i) "Environmental Claim" shall mean any investigation, notice, violation, demand, action, judgment, order, consent decree, penalty, fine, or claim (whether administrative or judicial) arising pursuant to, or in connection with, an actual or alleged violation of, any Environmental Law. (ii) "Environmental Law" shall mean any current or future legal requirement pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the management, possession, use, generation, transportation, treatment, storage, disposal, release, threatened, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material, or (c) pollution, and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, Solid Waste Disposal Act, as amended, Federal Water Pollution Control Act, as amended, Clean Air Act of 1966, as amended, and any amendment, rule, regulation, order, or directive issued thereunder; (iii) "Hazardous Material" shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic, and includes, without limitation (a) asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to any Environmental Law. Notwithstanding any other provision of this License,

“Hazardous Material” shall exclude batteries; (iv) "Hazardous Material Activity" shall mean any activity, event, or occurrence involving a Hazardous Material, including, without limitation, the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, handling of or corrective or response action to any Hazardous Material; and (v) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Material.

15. INDEMNIFICATION.

- A. Licensee will indemnify and hold harmless Licensor from and against all liabilities, obligations, claims, damages, causes of action, costs and expenses (collectively “Damages”) imposed upon or incurred by or asserted by a third party against Licensor by reason of any accident, injury to or death of any person or persons or damage to tangible property occurring on the Premises, the Site, or property adjoining the Premises or the adjoining sidewalks, curbs, streets or ways attributable to the negligence or willful misconduct of the Licensee, its assigns and their contractors. If any action, suit or proceeding is brought against Licensor by reason of any such occurrence, Licensee will, at Licensee's expense and by counsel reasonably acceptable to Licensor, resist and defend such action, suit or proceeding or cause the same to be resisted and defended. This indemnity shall apply only with respect to events occurring after the Effective Date of this License. Licensee expressly understands and agrees that any insurance protection required by this License shall in no way limit the responsibilities or liabilities of Licensee or serve as a prohibition or limit in recovery under this Section 15.A. The provisions of this Section 15.A are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable.
- B. Licensee will indemnify and hold harmless Licensor and the Premises from all liens or claims for lien for labor or material by reason of any work done or material furnished Licensee (or furnished on behalf of Licensee) in connection with any work performed pursuant to this License. If any such lien or claim for lien is recorded against the Premises for work done for or material furnished to Licensee, Licensee shall immediately cause said lien to be released.
- C. In all instances in which Licensee is obligated to indemnify Licensor as provided for in this License, Licensee’s obligation is conditioned upon (i) Licensor giving Licensee written notice of all claims, damage, losses, suits, and any other event which is in any way related to or asserted by Licensor as a basis for such obligation, which notice shall be given promptly after Licensor becomes aware thereof, (ii) Licensor providing reasonable cooperation to Licensee, at no out of pocket cost to Licensor, in the successful defense of such matter as may be reasonably requested by Licensee and (iii) no settlement or other disposition being made by Licensor of any matter for which a claim of indemnification or to be held harmless will be made, without the prior written consent of Licensee. In the event Licensor settles or compromises any claim for which indemnification is claimed hereunder, without the express written consent of Licensee, and provided that Licensee has fully complied with the provisions set forth herein, Licensee shall be released and absolved for all liability with respect thereto. In no event shall Licensee be required to indemnify or hold harmless Licensor for Damages attributable in whole or in part to the negligence or wrongful conduct of Licensor, its employee, agents, contractors, invitees, licensees and lessees.

16. ADVERTISING AND SIGNAGE PROHIBITED.

Licensee shall not use the Site for any advertising, displays or signage except as required by applicable law.

17. NOTICES.

Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made by reliable overnight courier or by Certified Mail, return receipt, in a sealed envelope, postage prepaid, addressed to Licensor or Licensee at the following address:

Licensor: Village of Oswego
 100 Parkers Mill
 Oswego, IL 60543
 630-554-3618 (Telephone)
 630-554-3306 (Facsimile)
 ATTENTION: Village Administrator

With a
 copy to: David J. Silverman
 Village Attorney
 Mahoney, Silverman & Cross, LLC
 822 Infantry Drive, Suite 100
 Joliet, IL 60435
 (815) 730-9500 (Telephone)
 (815) 730-9598 (Facsimile)

Licensee: Metro Fibernet, LLC
 3701 Communications Way
 Evansville, IN 47715
 Phone: (812) 407-3224 (emergencies, maintenance and systems issues)
 Phone: (812) 759-7958 (general manager)
 ATTENTION: President

With a
 copy to: Metro Fibernet, LLC
 8837 Bond Street
 Overland Park, KS 66214
 Phone: (812) 213-1095
 ATTENTION: Legal Department

Any such notice or demand shall be deemed to have been given or made three (3) business days following the date it is deposited in the United States Post Office or on the day following delivery to the overnight courier. Licensee or Licensor may from time to time designate any other address for this purpose by written notice to the other Party.

18. NO WAIVER.

Failure or delay on the part of Licensor or Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

19. ENTIRE AGREEMENT.

This License constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations and other agreements concerning the subject matter contained herein.

20. ATTORNEY'S FEES.

In the event of any litigation between the Licensor and Licensee arising under this License, the Prevailing Party shall be entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation.

21. AMENDMENTS.

No revision of this License shall be valid unless made in writing and signed by an officer of Licensee and an authorized signatory of Licensor.

22. ESTOPPEL AGREEMENT.

Licensor and Licensee agree that within ten (10) days of receiving a request from the other, each will provide an Estoppel Agreement confirming, among other things, (if and to the extent then true) that: (1) this License remains in full force and effect; (2) there exists no defaults hereunder or any circumstances that with the giving of notice or passage of time or both might constitute a default hereunder; and (3) there exists no offsets, counterclaims or other adjustments in favor of the Party requesting the Estoppel Agreement under this License.

23. OWNERSHIP/STANDING/AUTHORITY.

Licensor represents to Licensee that it is the owner of the Premises, and that Licensor has taken all necessary corporate, regulatory or other similar action to authorize and empower Licensor to execute, deliver and perform this License. Licensee represents and warrants that it is a limited liability company which is duly organized, validly existing and in good standing under the laws of the State of Nevada with the power and authority to conduct business in Illinois, as currently conducted and as contemplated by this License. All necessary corporate, regulatory or other similar action has been taken to authorize and empower Licensee to execute, deliver and perform this License.

24. NO UNTRUE STATEMENTS OF MATERIAL FACT.

No information, document, certificate of an officer, statement furnished in writing, or report delivered to the Licensor by Licensee, to the knowledge of Licensee, contains any untrue statement of a material fact or omits a material fact necessary to make the information, certificate, statement or report not misleading.

25. CONSENTS.

In any case where the approval or consent of one Party is required, requested or otherwise to be given under this License, such approval or consent shall not be unreasonably delayed, conditioned or withheld.

26. COUNTERPARTS; ELECTRONIC SIGNATURES.

This License may be executed in duplicate counterparts, each of which shall be deemed an original. In the event that any signature is delivered by facsimile or by email of a ".pdf" format data file, such signature shall create a valid and binding obligation of such Party with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

27. GOVERNING LAW AND VENUE; REMEDIES; INTERPRETATION.

The Laws of the State of Illinois (excluding its conflicts of laws rules) shall govern this License and any disputes arising as to the interpretation of this License shall be heard in a Court of competent jurisdiction sitting in Kendall County, Illinois, 23rd Judicial Circuit, and in no other Court. The Parties' sole remedy for any breach or threatened breach of this License by the other Party will be an action for actual damages or specific performance. Each Party acknowledges and agrees that the other Party shall not be liable for lost profits, punitive or consequential damages. This License shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either Party, regardless of which Party may have drafted any of its provisions.

28. NO LITIGATION PENDING.

No proceeding of any kind, including but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Licensee which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this License.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties by their authorized representative have executed this License as of the Effective Date.

LICENSOR:

LICENSEE:

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Licenser Premises

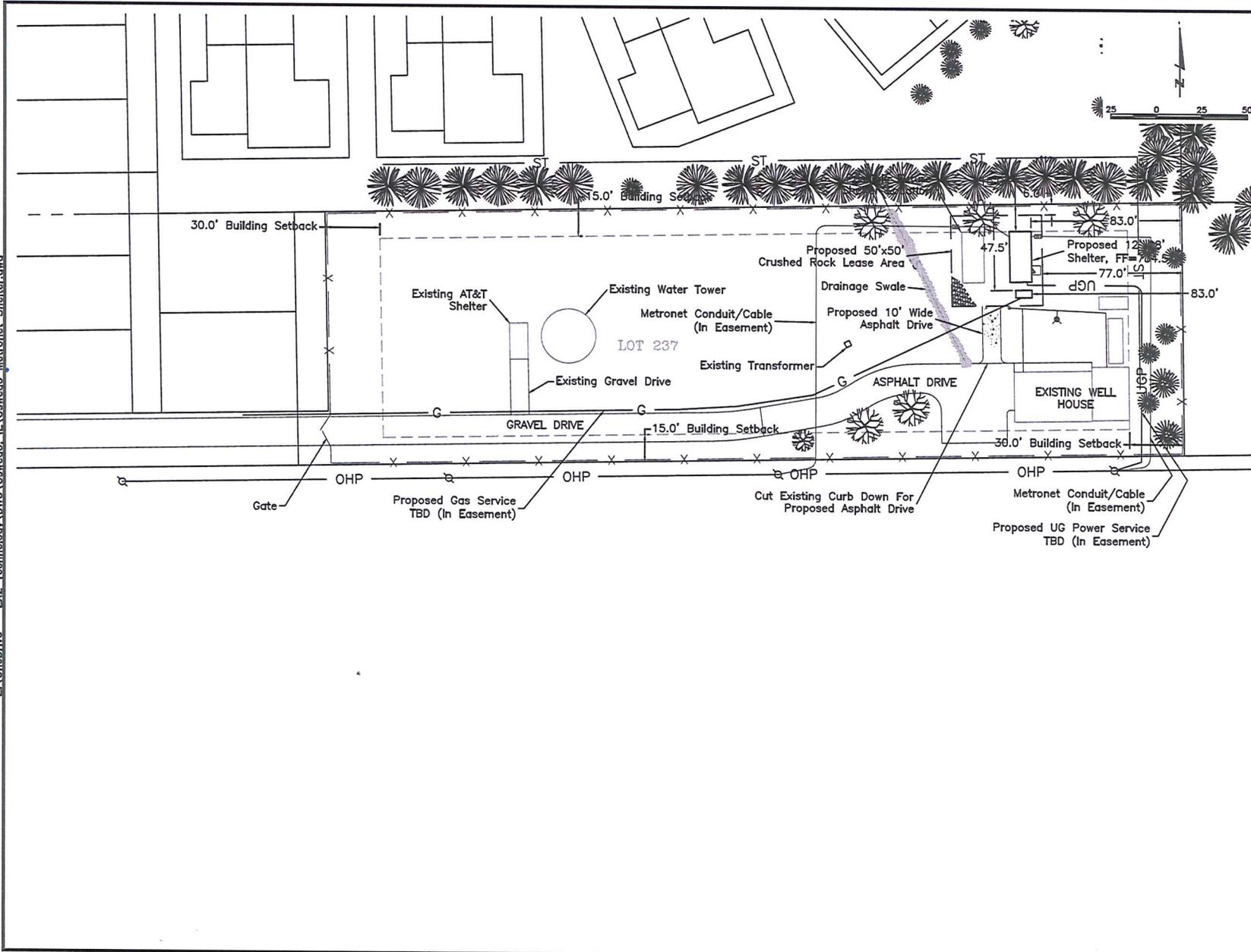
Lot Pin: 03-11-225-005

Oswego Water Tower, Lot 237, Ogden Falls Subdivision, Unit 1, Phase 1, 378 Ogden Falls Boulevard

Exhibit B

Hut Site, License Tract(s)

E:\OneDrive -- EX2_Technical\DWG\Oswego_IL\Oswego_Metronet_Shelter.dwg



METRONET
 3701 Communications Way
 Evansville, IN 47715
 812-213-1055

EXCELLENCE IN EXECUTION
 1044 N 113TH ST, Suite 200
 Omaha, NE 68154
 402-215-0302

DATE	DESCRIPTION	REV

DRAWN BY: **MJW** CHECKED BY: **JPB**

SUBMITTALS		
DATE	DESCRIPTION	REV

**COMMUNICATIONS SHELTER
 OSWEGO, IL
 SITE PLAN**

PROJECT NO.
OSWGIL-14CB0225

SHEET TITLE
SITE PLAN

ENGINEER STAMP

SHEET NUMBER
1 OF 1

Exhibit C
Advanced Services Agreement

Customer Name Village of Oswego				
Sub I.D.				
Physical Address See special terms below.				
Address Village Hall, 100 Parkers Mill, Oswego, IL 60543				
Contact Name Joe Renzetti, GISP	Contact Number 630.554.3033			
Contact Email Address jrenzetti@oswegoil.org , GIS/IT Coordinator				
Alternate Contact Name Christina Burns, Asst. Village Administrator	Alternate Contact Number 630.551.2349			
Alternate Contact Email cburns@oswegoil.org				
Wide Area Network (WAN)	Speed	Term	Non-recurring	Recurring (MRC)
WAN three (3) locations <input type="checkbox"/> DHCP <input checked="" type="checkbox"/> Static	100 meg	See special terms	\$ N/A	\$500 per location
Internet	Speed	Term	Non-Recurring	Recurring (MRC)
Bandwidth Speed (Village Hall, 100 Parkers Mill)	100/100	See special terms	\$ N/A	\$750.00
Managed Router	N/A		\$ -	\$ -
IP Address	Quantity: 30	See special terms	\$ N/A	\$50 for all addresses
Fiber IPTV Services	Quantity	Term	Non-Recurring	Recurring(MRC)
	N/A		\$ -	\$ -
Local Telephone Service	Quantity	Term	Non-Recurring	Recurring
	N/A		\$ -	\$ -
Total				
Monthly Service Costs (MRC) (plus taxes and fees)				\$2,300.00
Non-Recurring				\$ N/A
Installation Cost				See special terms
<p>Special Terms: This Agreement will be effective on the Effective Date of the Ground License Agreement by and between the Village of Oswego and Metro Fibernet, LLC (the "License"). The initial term of this Agreement will be five (5) years commencing on the date the Fiber Services are first made available to Customer. Upon the expiration of the initial term, this Agreement will automatically renew for additional five (5) year terms unless either party provides written notice of its intention not to renew the Agreement at least ninety (90) days prior to the expiration of the then current term. Notwithstanding the foregoing, unless terminated earlier pursuant to the terms of this Agreement, this Agreement will terminate on the date the License terminates.</p> <p>Metronet will provide Internet bandwidth speed of 100/100 to the Village Hall, 100 Parkers Mill, Oswego, IL 60543.</p> <p>Metronet will construct a Wide Area Network ("WAN") among three (3) locations in the Village of Oswego: the Village Hall, 100 Parkers Mill, Oswego, IL (which will be the WAN "Hub"); Public Works, 100 Theodore Drive, Oswego IL 60543; and Police Department, 3525 US 34, Oswego, IL 60543. Metronet will deliver a 100 meg WAN connection from the Hub to each of the remaining two (2) WAN locations. The per location MRC for the WAN will be charged starting on the date that the WAN is first made available to Customer at the location. Any provisioning over the WAN will be the responsibility and at the sole cost of Customer.</p> <p>Customer agrees to complete the attached IP Address Request form to enable Metronet to provide IP Addresses. The MRC for IP addresses will commence on the date that internet service is first made available to Customer.</p> <p>No installation costs will apply unless installation involves unforeseen, extraordinary measures (e.g. heavy rock, flood plain, etc.); in which case, Metronet will perform such installation at cost.</p> <p>In the summer of 2018, Customer intends to relocate its Police Department from 3525 US 34 to 3511 Woolley Road, Oswego. Customer will provide Metronet with at least ninety (90) days advance written notice of the date of the relocation of the Police Department.</p> <p>All Services are subject to the extension of Metronet's network to the locations identified above. After Metronet has extended its network to the locations listed above, Metronet will assign Customer an installation date for Services ("Installation Date"). On the Installation Date, Customer may experience service downtime due to factors outside of our control. In some cases this may mean Customer may not have computer service for several hours. Such downtime is unavoidable, but we will use commercially reasonable efforts to minimize the inconvenience to Customer.</p> <p>Upon Customer's written request, Metronet will extend the WAN to additional locations at the above discounted price, provided such location is within Metronet's service area and subject to extension of Metronet's network to the location.</p>				
Customer Name (Printed): Village of Oswego		Signature:		
Title:		Date:		

Terms and Conditions

Metro Fibernet, LLC. d/b/a "Metronet" (hereafter "Metronet", "we" or "us") and the customer identified on the Advanced Services Agreement (hereafter "Customer", "you" or "your") enter into this agreement whereby we will provide you those services listed on the Advanced Services Agreement ("Fiber Services").

1. Agreement. These terms and conditions, together with our tariff, our AUPP, the Advanced Services Agreement, our Additional Terms of Service Addendum and, any Statement of Work or Letters of Authorization that are related to the Fiber Services, form the entire agreement between Metronet and Customer regarding the Fiber Services (the "Agreement").

2. Documents Available On Line. These terms and conditions, our Acceptable Use and Privacy Policy ("AUPP"), our tariff, and our Additional Terms of Service Addendum may be found on our website at www.metronetinc.com. These documents may also be obtained through our customer service department. By signing the Advanced Services Agreement, you acknowledge that you have had an opportunity to read and review, and agree to abide by, all of the terms and conditions of the Agreement including those posted on our website.

3. Right of First Refusal. During the term of this Agreement, Metronet shall have the exclusive right of first refusal to provide telecommunications services to Customer. This right may only be exercised by Metronet within thirty (30) days of notice from Customer to Metronet that Customer wants to enter into an agreement for services ("Replacement Services") with another telecommunications or broadband service provider ("Competitor"). Such notice will be accompanied by the quote provided to Customer from the Competitor or a summary of the terms of the services quoted by the Competitor to allow Metronet to assess its desire and ability to offer the Replacement Services. Customer must give Metronet such notice before accepting the offer for Replacement Services from the Competitor. In the event Metronet desires and is capable of providing service substantially the same or better than the Replacement Services offered by the Competitor in the time frame and for the term offered by the Competitor, Metronet may provide (and Customer will accept) the services for the price offered by the Competitor. If Metronet does not notify Customer of its election to provide the services within thirty (30) days of the date Metronet receives the notice from Customer, Metronet will be deemed to have waived its rights of first refusal.

4. Early Termination. Except for a permitted termination pursuant to Sections 10 and 12 of these terms and conditions, in the event you terminate this Agreement or any Fiber Service prior to the expiration of the then current term, we reserve the right to charge you, as liquidated damages and not as a penalty, an amount equal to: (i) sixty percent (60%) of the average monthly recurring fees for the terminated Fiber Services, including usage based fees, multiplied by the number of months remaining on the then current term; and (ii) any unpaid non-recurring fees associated with the terminated Fiber Services.

5. Payment & Billing. All non-recurring fees, if any, will be due within thirty (30) days of invoice. With the exception of non-recurring fees and usage based charges, you will be billed monthly in advance for the Fiber Services. Tax-like charges and other local, state or federally charged, imposed or authorized fees and surcharges are not built into our rates, and therefore, will be included separately on your monthly bill. You agree to pay all charges stated in your bill including any taxes and surcharges no later than thirty (30) days following the invoice date without offset or demand. If you do not pay your bill in full by the due date, you may incur a late payment fee equal to twenty-five dollars (\$25.00) or the highest late payment fee allowed by law. The unpaid portion of your bill will also incur interest, from the due date until paid, at three percent (3%) per month or the highest rate allowed by law. We may also discontinue some or all of your Fiber Services until payment is received. In the event that we disconnect your Fiber Services for nonpayment, you may be required to pay a reconnection fee. If we incur expenses collecting any past amount due from you, you agree to pay our collection expenses including, but not limited to, court costs, service fees, collection fees, and attorneys fees.

6. Equipment. We may install equipment in and around your place of business. This equipment may include, but is not limited to, a Network Interface Device ("NID"), phones, switches, routers set top boxes and cabling (collectively the "Equipment"). Unless you purchase the Equipment from us, the Equipment is our property. You agree that you will not move any of the Equipment to another location outside your place of business either temporarily or permanently. You are responsible for the care and maintenance of the Equipment located at your place of business. You agree not to modify the Equipment in any way. If any of the Equipment is damaged, modified, lost, destroyed, tampered with, or stolen while in your possession, you will be responsible for the reasonable cost of repair or replacement of the affected Equipment. When you cease being a customer or move from your current location, you are responsible for returning the Equipment to us, with the exclusion of any wiring or equipment located outside your place of business, and obtaining a signed return receipt from us.

7. Installation. You hereby authorize us and/or our contractors to enter your place of business during normal business hours, or by appointment, to install, inspect, maintain, replace, or remove the Equipment. You also grant us the right to enter onto property owned or controlled by you at all reasonable times, even if you are not present, to install, inspect, maintain, replace or remove any of the Equipment located outside your place of business. Unless we are grossly negligent or intentionally harm any persons or property, we will not be responsible or liable for any damages caused by us while performing work on your property or in your place of business. We are not responsible for the operation, maintenance and repair of your television, computer or any other device owned by you to which we establish a connection. You may not install any device or equipment to our inside wiring or Equipment that will impair the integrity of our Equipment or network. You agree that we will have no liability for any damages and expenses you may incur as a result of any appointment regarding present or future work to be performed by us. If you are not the owner of the premises upon which our Equipment or Fiber Services are to be installed, you warrant that you have obtained the consent of the owner of the premises for our representatives to enter the premises for the purposes described in this section. You agree to indemnify and hold Metronet harmless, its affiliates and ours/their representatives from and against any claims of the owner of the premises arising out of the performance of this Agreement (including costs and reasonable attorneys' fees).

8. Collocation Space. To the extent that we need space in and around your place of business to provide you Fiber Services, including, but not limited to, any necessary easements, licenses, permits and building entrance rights required to connect our Equipment from the public right of way to your place of business ("Collocation Space"), you agree to provide us such Collocation Space and hereby grant us an irrevocable license to use, occupy and maintain the Collocation Space until the Agreement is terminated. You also agree to provide us with power, not to exceed 30 amps of DC power, for our Equipment. With the exception of any power usage that exceeds 30 amps of DC power a month, you will not charge us for the Collocation Space or the power usage of our Equipment. Additionally, you hereby grant us a license to access the Collocation Space on a 24 hour/7 day per week basis, subject to any reasonable rules and regulations promulgated by you for the use and maintenance of the Collocation Space. We are not responsible for any delays in provisioning the Fiber Services or interruptions to the Fiber Services caused by your inability to secure or maintain the Collocation Space.

Customer Initials _____

9. Limitation of Liability and Indemnification. CUSTOMER AGREES THAT ALL FIBER SERVICES ARE PROVIDED BY METRONET ON "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SUCH SERVICES WILL BE ERROR-FREE. METRONET MAKES NO WARRANTY THAT THE FIBER SERVICES WILL BE UNINTERRUPTED, OR WILL SECURE CUSTOMER'S COMPUTER FROM THIRD-PARTY UNAUTHORIZED ACCESS OR MONITORING. CUSTOMER AGREES THAT ALL USE OF THE FIBER SERVICES ARE AT CUSTOMERS SOLE RISK AND CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE FIBER SERVICES KNOWING THAT SUCH SERVICES ARE SUBJECT TO INTERRUPTION FROM POWER OUTAGES AND EQUIPMENT FAILURES. IN NO EVENT WILL METRONET, ITS AFFILIATES OR PARENT CORPORATION, BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF METRONET AND WHETHER OR NOT METRONET HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, REPAIR, REPLACEMENT, OR REMOVAL OF METRONET'S EQUIPMENT, THE USE OR INABILITY TO USE THE FIBER SERVICES, OR THE USE OR INABILITY TO USE ANY THIRD-PARTY SERVICES INCLUDING, BUT NOT LIMITED TO, E911 SERVICE AND SECURITY MONITORING, IN NO EVENT WILL METRONET'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE FIBER SERVICES. Customer agrees to defend, indemnify and hold harmless Metronet, its affiliates and parent corporation, from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Fiber Services by Customer or otherwise arising out of Customer's breach of any material term of this of the Agreement.

10. Adjustments. For regulatory reasons or vendor cost increases which adversely affect the cost of providing the Fiber Services, we may increase the rates charged to you, delete or modify the Fiber Services provided hereunder, change the terms of the Agreement or pass through to you all or a portion of any charge or surcharge directly or indirectly related to such regulatory activity or vendor cost increases. We will notify you in advance if we initiate any of the foregoing changes. If the proposed changes considerably increase the price of the Fiber Services or your duties and obligations under the Agreement, you may terminate this Agreement with no further liability by delivering written notice to us no later than thirty (30) day following the date we notify you of the change. Your continued use of the Fiber Services after the expiration of such thirty (30) day period will be deemed consent to any such changes.

11. End User Authorizations. To ensure compliance with certain legal and regulatory requirements, if you are purchasing the Fiber Services on a bulk basis for use by your tenants or residents (the "End Users"), we may require you to obtain a "Letter of Authorization" with special terms and conditions ("LOA") from your End Users. The execution of an LOA shall not relieve your duties or obligations under the Agreement or act as a limitation on our rights or remedies under the Agreement. If you fail to obtain an LOA from any End User, you shall indemnify us for any loss, cost or damage we may incur as a result of not having the LOA in place. You agree to promptly forward all LOAs to us throughout the term of this Agreement.

12. Chronic Trouble. Chronic Trouble exists when three (3) or more separate, unrelated periods of service Outage occur on Metronet's network with respect to a specific Service of more than eight (8) hours within the same calendar month. Customer agrees that any Outage that occurs within twenty-four (24) hours of another Outage shall be considered a related Outage. In the event that Customer experiences Chronic Trouble, the Customer shall be entitled to terminate the applicable Service by delivering written notice of termination to Metronet within ten (10) days of the last Outage of Chronic Trouble. Such termination shall not be subject to any early termination fees. Chronic Trouble will not be deemed to have occurred in the event that it arises from or relates to an Excluded Outage, as defined below. Termination shall be Customer's sole and exclusive remedy for Chronic Trouble. Outages shall be measured from the time Customer reports to Metronet that an Outage has occurred (regardless of when the Outage actually commenced) and shall be deemed to terminate upon restoration of the affected Service(s) as evidenced by appropriate network test by Metronet. "Outage" shall be defined as a measure of the time that there is a total loss or interruption of transmission or signal. "Excluded Outages" are outages: (i) arising out of or related to the acts or omissions of Customer or others authorized by Customer; (ii) during any period of Force Majeure; (iii) arising out of or related to a breach by Customer of its obligations under the Agreement or outages during any period of Customer default; (iv) a result of Planned Maintenance or Repair or other scheduled maintenance, alteration or implementation; (v) arising out of or related to Customer's or third party's network or equipment failure; (vi) due to failure of power; (vii) during any period in which Metronet is not given access to the Customer or Customer's end-user's premise if necessary to resolve an outage; and (viii) when a Service, in whole or in part, is off-net to Metronet (collectively "Excluded Outages"). Planned Maintenance or Repair includes network upgrades and repairs, equipment upgrades and repairs, power upgrades and repairs. "Force Majeure" events are causes beyond Metronet's reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties.

13. Jurisdiction and Venue. Jurisdiction and venue for all disputes will be in Kendall County, Illinois, 23rd Judicial Circuit. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the agreement or the Fiber Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

14. General. This Agreement represents the entire understanding and agreement between Metronet and Customer with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral. No alterations or changes may be made to the Agreement, pricing schedules or any other document regarding any services provided by us except with the written approval of an officer of Metronet. Except for the limitation set forth in Section 12 of these terms and conditions, no failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right of remedy granted hereby or by law. The Agreement, a legally binding contract between Metronet and Customer, binds and insures to the benefits of their respective principals, successors and assigns. The format, words and phrases used in this Agreement will have the meaning generally understood in the Telecommunications Industry. This Agreement will be construed in accordance with its fair meaning and not against the drafting party. The following Sections will survive the expiration or termination of the Agreement: Sections 4, 5, 6, 7, 9, 13 and 14 of these terms and conditions.

Customer Initials _____



Customer Name		Contact Name																																																																	
Subscriber ID		Contact Number																																																																	
Physical Address																																																																			
Email Address																																																																			
Please list the name and telephone of your IT Vendor:																																																																			
Please list the name and number of your web hosting vendor:																																																																			
Number of static IP addresses requested: _____ <i>If more than 3 are requested, please fill out the form in its entirety</i>																																																																			
<i>Static IP Checklist: Please pass along the following guidelines to your preferred vendor.</i>																																																																			
Only customers with static IP addresses can host an email server on our network.																																																																			
<i>Email server must have a reverse lookup named as "mail.example.com, mx1.example.com, or smtp.example.com"</i>																																																																			
<i>Forward DNS records must have an MX record with a TTL greater than 43200 (seconds).</i>																																																																			
<i>To prevent infected workstations from getting the IP listed, add firewall rules that allow egress from only the email server to port 25 of another, and allow only ingress connections to port 25 of their email server.</i>																																																																			
<i>DNS "A" record should also be TTL greater than 43200 seconds or they may get Blacklisted. The IP should be checked on blacklists prior to activation; the customer domain-if known- should also be checked prior to turn up.</i>																																																																			
The customer should notify Metronet if they intend to operate a mail server so we can modify reverse DNS for them. They must add MX records using their hosting company.																																																																			
Domain Name and/or PTR Record: _____																																																																			
Requested Allocation																																																																			
What size IP allocation are you requesting? _____																																																																			
How many hosts on your network immediately need public addresses? _____																																																																			
How many public subnet are immediately needed on your network? _____																																																																			
How many hosts on your network will need public addresses within 3 months? _____																																																																			
How many public subnets will be needed on your network within 3 months? _____																																																																			
How many hosts on your network will need public addresses within 1 year? _____																																																																			
How many public subnets will be needed on your network within 1 year? _____																																																																			
Issues of Portability																																																																			
<i>All network space allocated to Metronet customers is non-portable. This means that if a customer should ever cancel service with Metronet, these addresses must be returned to Metronet within 30 days of the actual service termination date. All registered hosts on Metronet address space will also be removed from the ARIN WHOIS database and all foot name servers. Metronet recommends that a customer take steps to transition these hosts prior to service termination.</i>																																																																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">IP Address Count</th> <th style="width:40%;">Brief Description</th> <th style="width:20%;">For Immediate Use?</th> <th style="width:20%;">For Future Use?</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td><td></td></tr> </tbody> </table>				IP Address Count	Brief Description	For Immediate Use?	For Future Use?	1				2				3				4				5				6				7				8				9				10				11				12				13				14				15			
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<i>Note: This represents on /24 (Class C) using Variable Length Subnet masking (VLSM).</i>																																																																			
Requirements																																																																			
The customer must have used at least 80% of current address space prior to any additional network allocation.																																																																			
The customer must have "SWIPed" all networks currently allocated to them with the ARIN (this only applies to ISPs who reassign networks to their own customers).																																																																			
Consistent with ARIN, Metronet will grant an amount of address space only large enough to serve a customer's 3-month projected needs																																																																			
Usage of Networks																																																																			
Metronet recommends a policy of strict subnetting to all of its customers. Subnetting ensures the most efficient use of address space and secures a valid justification for additional address space when																																																																			

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: November 1, 2016
SUBJECT: Special Use for 378 Ogden Falls Boulevard, Metronet Project #949.16

ACTION REQUESTED:

Approve Ordinance Granting a Special Use Permit for a Public Service Use for a Metronet Equipment Shelter at 378 Ogden Falls Boulevard. (First Read, Waiver of Second Read)

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the request with a Public Hearing on October 6, 2016 (staff report attached). No residents provided testimony during the public hearing. The Commission discussed the air conditioner units on the structure and the noise levels they would produce. After discussion, a motion was made to accept the findings of fact and to recommend approval of the request (approved 7-0).

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
12/16/02	Village Board	Approved a Special Use for a Well and Tower, Ordinance #02-99

DEPARTMENT: Community Development

SUBMITTED BY: Community Development Director Rod Zenner

FISCAL IMPACT:

Not Applicable

BACKGROUND:

In December of 2002, the Village approved Ordinance #02-99 granting a Special Use Permit to allow for the Village’s well house number 7 and tower located at 378 Ogden Falls Boulevard. The Village has since entered into a franchise agreement with Metro Fibernet (Metronet) to provide fiber optic service throughout the Village. To provide this service, the petitioner will have to place a 12 foot by 28 foot precast concrete communications shelter to house equipment necessary to provide the service.

DISCUSSION:

Metronet is proposing to lease a 50 foot by 50 foot space at the northeast corner of the site to locate the proposed shelter and generator. There is existing landscaping along the northern property line that provides screening of the shelter from the existing residential units. There will be a small light above the entrance door to the shelter. The generator will operate in the event of a power failure and will operate briefly once a week to test the systems.

As this is an additional structure to the site, Staff is processing an amendment to the Special Use permit.

RECOMMENDATION:

Staff is recommending the First Read of Ordinance Granting a Special Use Permit for a Public Service Use for an Equipment Shelter at 378 Ogden Falls Boulevard, waiving second read and approving.

ATTACHMENTS:

- Ordinance
- Planning and Zoning Commission packet

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

ORDINANCE NO. 16 -- ____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PUBLIC SERVICE USE FOR
AN EQUIPMENT SHELTER
LOCATED AT 378 OGDEN FALLS BOULEVARD, IN THE VILLAGE OF OSWEGO,
KENDALL COUNTY, ILLINOIS**

(Project # 949.16, Metronet)

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

This _____ day of _____, 2016

Published in pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on _____, 2016.

ORDINANCE NO. 16 -- __

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PUBLIC SERVICE USE FOR
AN EQUIPMENT SHELTER
LOCATED AT 378 OGDEN FALLS BOULEVARD, IN THE VILLAGE OF OSWEGO,
KENDALL COUNTY, ILLINOIS**

(Project # 949.16, Metronet)

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

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

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

WHEREAS, Metro Fibernet LLC has filed an application for a special use permit for an equipment shelter; and

WHEREAS, the subject property is commonly known as 378 Ogden Falls Boulevard, zoned R-1 Single Family Residence District, and is currently improved with a Village Well and Tower; and

WHEREAS, the Village Board approved a Special Use Permit to the Well and Tower by Ordinance #02-99; and

WHEREAS, the Planning and Zoning Commission considered the request at a Public Hearing held on October 6, 2016, accepted the findings of fact and recommended approval (7 ayes, 0 nay); and

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

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

Section 1: That the recitals set forth above are incorporated here by reference, and the application for a special use permit for an equipment shelter for property at 378 Ogden Falls Boulevard is

approved. The property is legally described on *Exhibit "A"* indicated on an accurate location map identified as *Exhibit "B"*, and shown in elevation as *Exhibit "C"*.

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ____ day of ____, 2016.

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

APPROVED by me, Gail Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois, this ____ day of ____, 2016.

GAIL E. JOHNSON, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

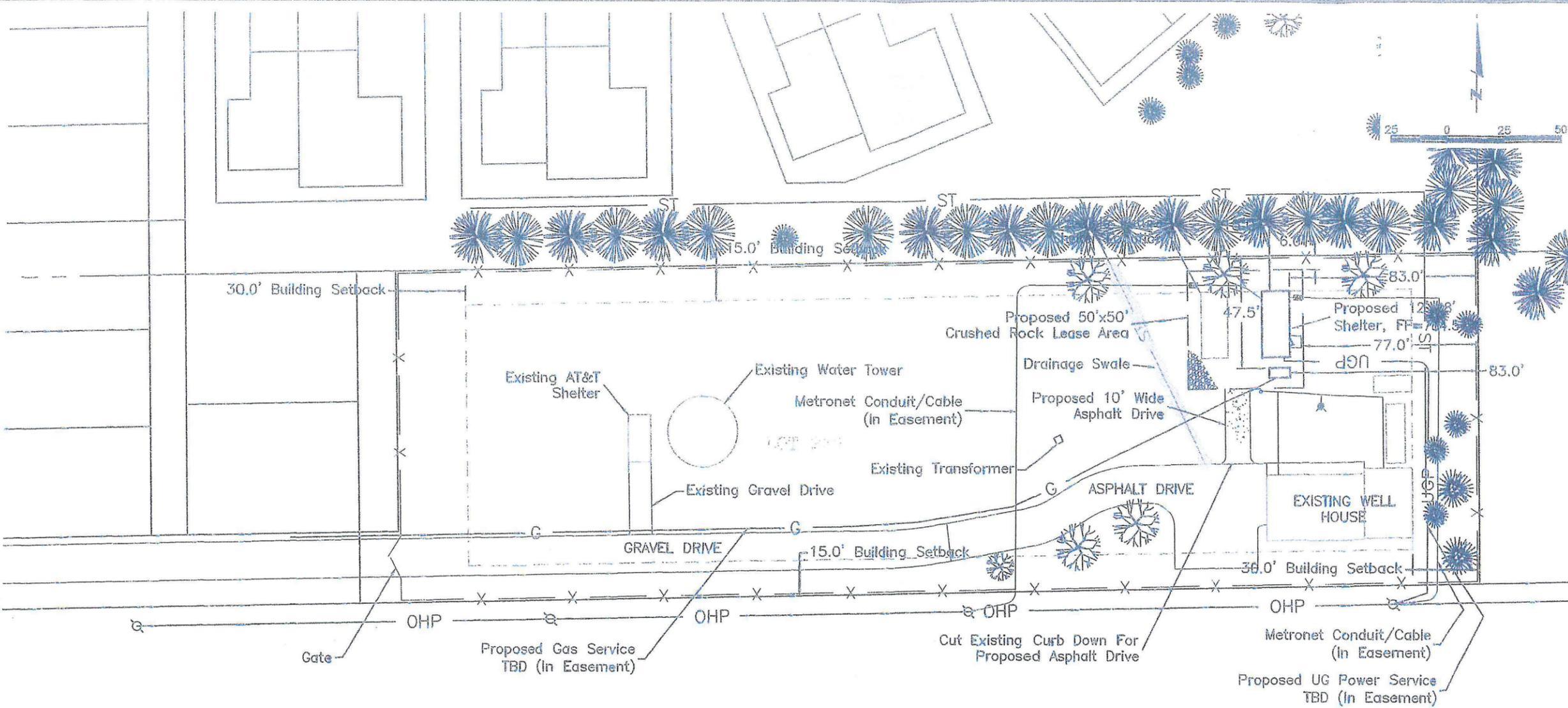
Exhibit A

Legal Description

LOT 237 (EXCEPT THE NORTH 110 FEET OF THE WEST 10) IN OGDEN FALLS UNIT 1-PHASE 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2 AND PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS.

DRAFT

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3701 Communications Way
Evansville, IN 47715
812-213-1035



1044 N 115TH ST, Suite 200
Omaha, NE 68154
402-215-0362

DRAWN BY: MJW
CHECKED BY: JPB

SUBMITTALS		
DATE	DESCRIPTION	REV

COMMUNICATIONS SHELTER
OSWEGO, IL
SITE PLAN

PROJECT NO.
OSWGIL-14CB0225

SHEET TITLE
SITE PLAN

ENGINEER STAMP
RECEIVED
SEP 02 2016
Community Development
Department

EXHIBIT
B

SHEET NUMBER
1 OF 1

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DRAWN BY: **MJW** CHECKED BY: **JPB**

SUBMITTALS		
DATE	DESCRIPTION	REV

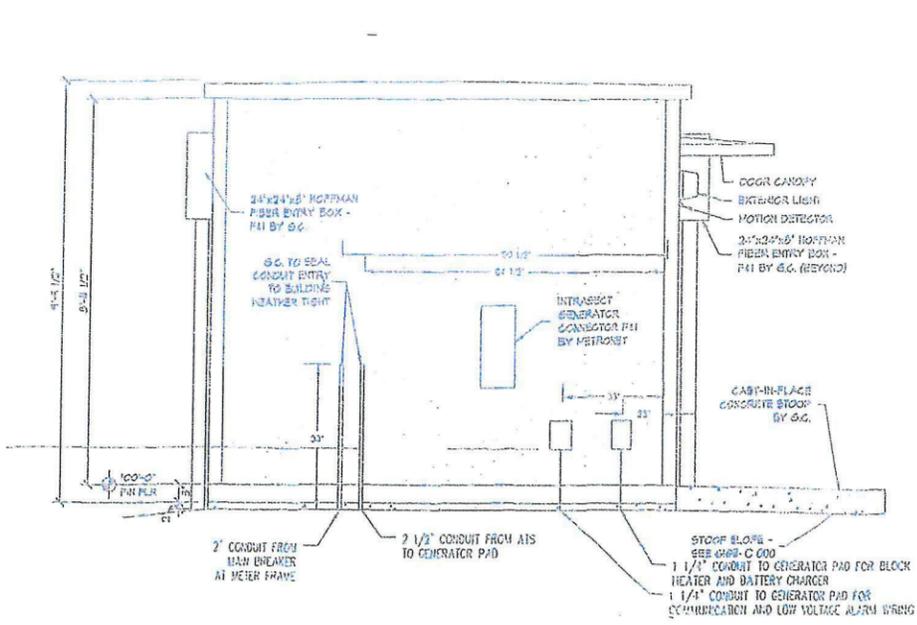
**COMMUNICATIONS
SHELTER
OSWEGO, IL
SITE PLAN**

PROJECT NO.
OSWGIL-14CB0225

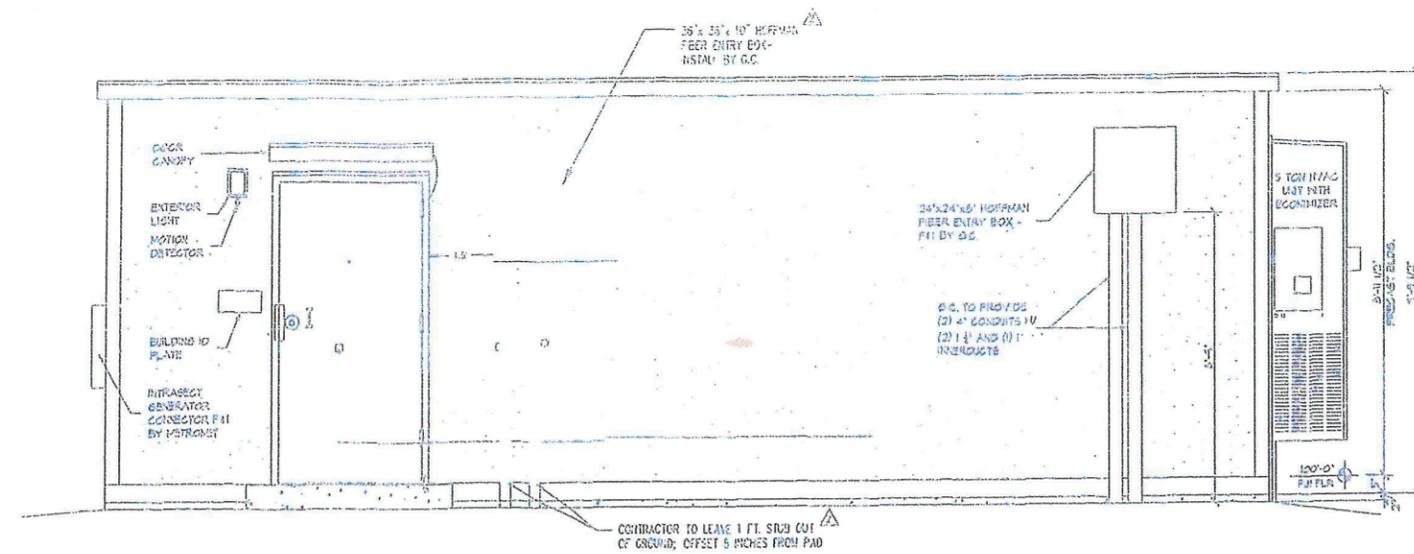
SHEET TITLE
**SHELTER
ELEVATIONS**

ENGINEER STAMP

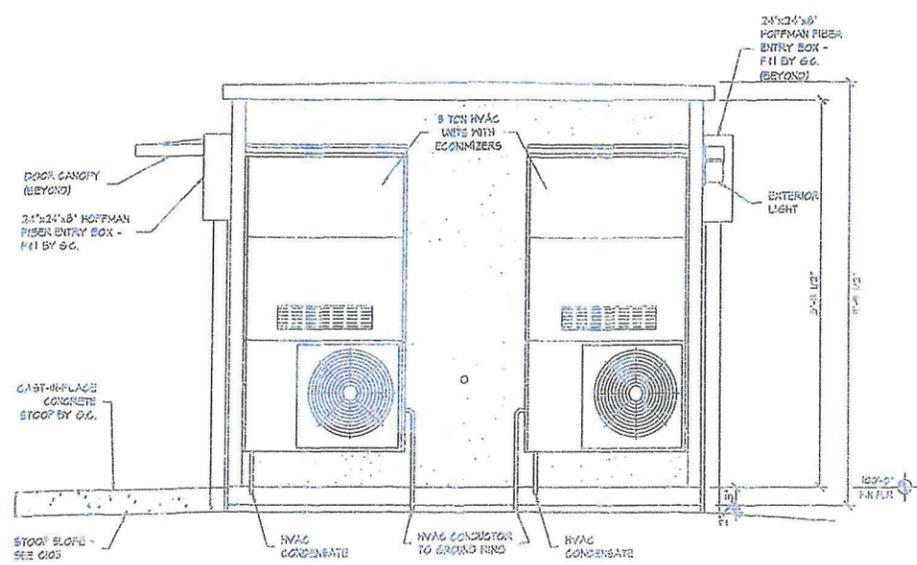
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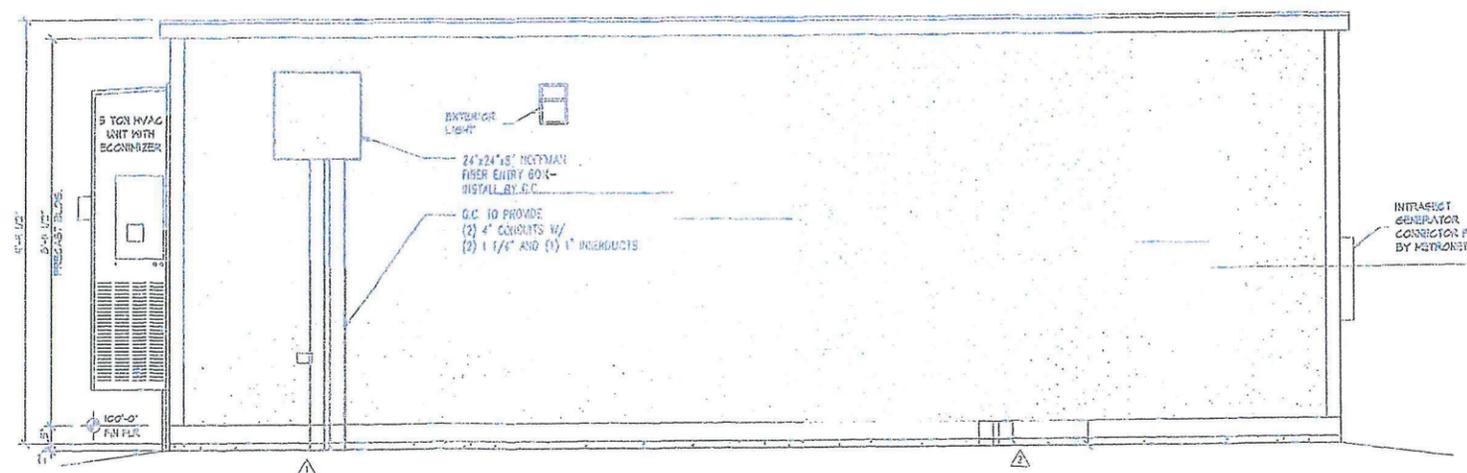
SOUTH BUILDING ELEVATION



EAST BUILDING ELEVATION



NORTH BUILDING ELEVATION



WEST BUILDING ELEVATION

EXHIBIT
C



STAFF REPORT

DATE: September 22, 2016

TO: Chairman and Planning and Zoning Commission

FROM: Rod Zenner, Community Development Director

SUBJECT: Staff Report for the October 6, 2016 Planning and Zoning Commission
Metronet; 378 Ogden Falls Boulevard
Special Use Permit
Project #949.16

Applicant

Metro Fibernet, LLC

Requested Action

The applicant is requesting approval of an amended special use to permit to allow for an equipment shelter on a R-1 Single-Family Residence District.

Location, Existing Zoning and Land Use

The property is located in the Ogden Falls subdivision at 378 Ogden Falls Boulevard at the base of the existing Village water tower. It is zoned R-1 Single-Family Residence District with a Special Use permit for public utilities and improved with well house and tower.

Surrounding Zoning and Land Uses

North: R-4 General Residence District – Ogden Falls Subdivision
South: R-2 Single Family Residence District – Ogden Falls Subdivision
East: B-3 Community Service and Wholesale District - Vacant
West: R-2 Single-Family Residence District – Ogden Falls Subdivision

Relationship to Village Comprehensive Plan

The Village's Comprehensive Plan designates the area as "Open Space". The proposed use is consistent with the existing use for the site.

Donation Requirements

None.

Staff Analysis

In December of 2002, the Village approved Ordinance #02-99 granting a Special Use Permit to allow for the Village's well house number 7 and tower located at 378 Ogden Falls Boulevard.

The Village has since entered into a franchise agreement with Metro Fibernet (Metronet) to provide fiber optic service throughout the Village. To provide this service, the petitioner will have to place a 12 foot by 28 foot precast concrete communications shelter to house equipment necessary to provide the service.

The petitioner is proposing to lease a 50 foot by 50 foot space at the northeast corner of the site to locate the proposed shelter and generator. There is existing landscaping along the northern property line that provides screening of the shelter from the existing residential units. There will be a small light above the entrance door to the shelter. The generator will operate in the event of a power failure and will operate briefly once a week to test the systems.

As this is an additional structure to the site, Staff is processing an amendment to the Special Use permit.

Staff Comment

Staff is of the opinion that the applicant has met the standards for a special use as included in this report. The proposed use is in keeping with the current use of the property. Therefore, staff recommends approval of the request.

Special Use Standards

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

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

The proposed structure is necessary to provide fiber optic connections to the Village of Oswego.

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

The proposed use is consistent with other public service uses on the property. The existing screening will buffer the new structure from the surrounding residential uses. The use will not noticeably increase traffic in the area as the shelter will be unmanned.

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

The existing screening will provide the necessary buffers from the surrounding properties.

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

The Official Plan designates the property as “Open Space” to reflect the existing utility uses on the site. The proposed utility use is consistent with the current use of the site.

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

Construction has begun installing the fiber network throughout the Village. This shed is necessary for the network to operate.

Recommendation

Staff recommends the Planning and Zoning Commission accept the findings of fact for the Standards for a Special Use Permit and recommends approval of the special use for 378 Ogden Falls Boulevard for Public Service Uses for the proposed communications equipment structure.

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: November 1, 2016

SUBJECT: HR Green – On-Call Engineering Master Agreement

ACTION REQUESTED:

Approval of a Resolution Authorizing the Execution of a Professional Engineering Agreement with HR Green, Incorporated, Yorkville, IL, for 2016 – 2018 General Consultation Services

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
6/7/2011	Village Board	Approved Resolution No. 11 -R -24 authorizing the execution of a master agreement with HR Green for engineering services for 2011-2015

DEPARTMENT: Public Works

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

FISCAL IMPACT:

Road and Bridge Fund - Engineering Services – Acct. # 01-05-52-6480 - \$10,000
 Capital Improvement Fund - Engineering Services - Acct. # 05-00-52-6480 - \$7,000

BACKGROUND:

The Village has had a master agreement with HR Green (previously SEC Group) for many years. The agreement outlines the terms and conditions under which the consulting engineer will provide professional services to the Village.

The Village has continued to use HR Green to perform tasks such as annual bridge inspections, road resurfacing contracts, and consultation on past projects.

DISCUSSION:

The last contract with HR Green expired in 2015. The proposed contract contains similar terms and conditions as past contracts. The Village verbally can initiate any project where the expected cost will be less than \$1,000. Should the estimated cost be more, the Village will issue a work order.

Director Hughes will remain the Village’s officially designated “Village Engineer” and will continue to sign official documents on behalf of the Village. HR Green will provide technical assistance for engineering matters.

RECOMMENDATION:

The Village Code exempts from the bidding requirements the selection of firms to perform engineering services.¹ Given HR Green’s past relationship with the Village, staff believes that it is appropriate to continue working with them.

The Village Attorney recommends that we enter into this master agreement.

ATTACHMENTS:

1. Resolution No. 16 - R - ___ Authorizing the Execution of a Professional Service Agreement with H.R. Green, Incorporated, Yorkville, IL, for 2016-2018 General Consultation Services
2. Exhibit A - agt-101016-2016-2018_GeneralConsultation-Oswego

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¹ 1-19-7: BID EXEMPTIONS:  

(A) Unless prohibited by state or federal law, the following contracts and any other contracts, which by their nature are not adapted to award by competitive bidding, shall be exempt from the competitive bid procedures specified by subsections 1-19-3(B) and (D) of this chapter:

1. Purchases of professional services with individuals or firms holding a professional license or possessing a high degree of professional skill or expertise where the ability and fitness of the individual or organization plays an important part in the performance of the contract, such services include, but are not limited to, the services of consultants, doctors, engineers, attorneys, testing services, auditors, certified public accountants, bond consultants, insurance brokers or consultants, real estate appraisers, and architects;

RESOLUTION NO. 16 - R - ____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH H.R. GREEN, INCORPORATED, YORKVILLE, IL, FOR 2016 – 2018 GENERAL CONSULTATION SERVICES

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

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

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

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

SECTION 1. INCORPORATION OF RECITAL

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

SECTION 2. SUPPORT FOR AGREEMENT

The Village President and Village Board of Trustees are hereby authorized and directed to execute on behalf of the Village of Oswego a professionally engineering services agreement with HR Green substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of ___ 2016.

RYAN KAUFFMAN _____

JUDY SOLLINGER _____

KARIN MCCARTHY-LANGE _____

LUIS PEREZ _____

PAM PARR _____

JOE WEST _____

APPROVED by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this _____ day of _____ 2016.

GAIL E. JOHNSON, VILLAGE PRESIDENT

Tina Touchette, Village Clerk



PROFESSIONAL SERVICES AGREEMENT

For

2016 – 2018 General Consultation Services

Mr. Dan Di Santo
Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543
Phone: (630) 554-2340

Anthony P. Simmons, P.E.
Senior Project Manager
HR Green, Inc.
651 Prairie Pointe Drive, Suite 201
Yorkville, Illinois 60560
HR Green Project Number: 88160055

October 10, 2016

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- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between VILLAGE OF OSWEGO (hereafter “CLIENT”) and HR GREEN, INC. (hereafter “COMPANY”).

1.0 Project Understanding

1.1 General Understanding

WHEREAS, the CLIENT intends to retain COMPANY from time-to-time to render certain professional engineering services (hereinafter “services”); and

WHEREAS, COMPANY is willing to provide the services for consideration and upon the terms herein stated;

Now, THEREFORE, in consideration of the services to be performed by COMPANY and payment by the CLIENT, the parties agree to the terms, provisions, and conditions as hereinafter set forth.

1.2 Design Criteria/Assumptions

To be determined and outlined in each individual work order.

2.0 Scope of Services

The CLIENT agrees to engage COMPANY to perform the following services:

The scope of services can be separated into three (3) distinct categories; General Consultations, Development Plan Review/Construction Observation, and Capital Improvements.

2.1 General Consultations

COMPANY will, at the request of the client, perform certain individual routine tasks that are small in scope, and can be accomplished within a short amount of time (normally less than forty (40) hours), and/or result in a fee of less than \$5,000.00. Examples include, but are not limited to:

- A. Attend meetings, e.g. staff meetings, or meetings with various governmental agencies. **
- B. Perform site visits for small scale drainage issues.
- C. Prepare or review applications for grants or loans.
- D. Perform plan reviews, document reviews, or prepare recommendations regarding projects without escrows in place with the CLIENT.
- E. Provide budgeting assistance.
- F. Provide drafting/CADD/mapping assistance.
- G. Develop/review code/ordinance revisions.
- H. Provide permitting assistance for CLIENT projects.
- I. Provide other technical assistance.
- J. Respond to FOIA requests.

** Please note: As a professional courtesy, COMPANY will not bill the CLIENT for attendance at regularly-scheduled CLIENT Board meetings or meetings of the Committee of the Whole.

These routine tasks, and others like them, will not require a separate work order, but will be bound by, and billed under, the general provisions of this Agreement.

Projects of a larger scope or duration that are requested by the CLIENT shall be described in a separate work order, and agreed upon by each party. The Scope of Services requested by the CLIENT shall be described in separate work orders and Short Form Work Orders and agreed upon by each party with the scope of work and the fee clearly indicated. The terms and conditions of this Agreement between COMPANY and the CLIENT shall apply to all work orders and Short Form Work Orders issued from the date of acceptance until April 30, 2018 except to the extent expressly modified in each work order.

The following CLIENT phase codes will be used on all work orders, as applicable, to categorize the type of service being provided:

- MU01 Administration
- MU02 Building and Zoning
- MU03 Clerk
- MU04 Community Development
- MU05 Escrow
- MU06 Finance
- MU07 Human Resources
- MU08 Miscellaneous
- MU09 Police
- MU10 Road and Bridge
- MU11 Water and Sewer
- ZREIM Reimbursables

This work will be billed on a time and material basis, unless otherwise directed by the CLIENT.

2.2 Development Plan Review & Construction Observation

Upon receipt of a CLIENT executed Short Form Work Order, COMPANY will provide reviews of all supporting documents associated with proposed developments within CLIENT planning boundaries. Said reviews will be coordinated with, and under the direction of, the Community Development Director.

COMPANY will also provide construction observation services on all CLIENT assigned projects, with an approved Short Form Work Order. CLIENT will provide Field Reports on assigned projects and provide observation assistance to augment CLIENT staff on an as-needed basis, coordinated with, and under the direction of, the Director of Public Works.

The same terms and conditions that apply to this Agreement between COMPANY and the CLIENT shall apply to all work orders and Short Form Work Orders issued over the life of this Agreement, except to the extent expressly modified in each work order.

2.3 Capital Improvements

COMPANY will provide engineering, surveying, construction observation, architectural, planning, natural energy assistance, governmental services, or landscape architecture services for capital improvements or other large-scale projects.

Separate agreements that clearly define the scope of work and fees will be submitted for approval by the CLIENT. In these instances, COMPANY standard rates will apply.

3.0 Deliverables and Schedules Included in this Agreement

No deliverables are included in this contract. The individual work orders will determine deliverables.

The term of this agreement shall be from the date of acceptance to April 30, 2018, which is intended to cover CLIENT'S FY2017 and FY2018 budgeting cycles.

4.0 Items not included in Agreement/Supplemental Services

N/A

5.0 Services by Others

Services by others will be determined and included in each work order.

6.0 Client Responsibilities

To be determined and outlined in each individual work order.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. See paragraph 14.

7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis based on COMPANY'S standard hourly rates current at the time the agreement is signed or as otherwise set forth in a Scope of Services.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement, its attachments and Scope of Services, constitute the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will provide satisfactory proof of insurance naming the Village of Oswego, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis.

Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without thirty (30) days' written notice to the Village of intention to cancel. Failure of the Engineer to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided.

Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

The amount of such insurance shall be not less than the following:

Property Damage	\$2,000,000 (each accident)
Bodily Injury	\$2,000,000 (each person)
	\$2,000,000 (each accident)

Workmen's Compensation Insurance: All Liability imposed by Workmen's Compensation stature

Employer's Liability Insurance	\$2,000,000
Contractual Liability Insurance	\$2,000,000
Completed Operations Insurance	\$500,000

Owned, Hired, and Non-Ownership Vehicle Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Automobile Liability	\$2,000,000 combined single limit (each accident)
Umbrella Liability	\$2,000,000 (each occurrence)
	\$2,000,000 (aggregate)
Professional Liability	\$2,000,000 (each occurrence)
	\$2,000,000 (aggregate)

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement upon thirty (30) days' written notice. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination. If the COMPANY breaches this Agreement, it shall compensate the Client for any additional costs or increases incurred.

8.8 Waiver

COMPANY's or CLIENT's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of Kendall County in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for the CLIENT's failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions

that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, not a sub-consultant of the COMPANY, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their

obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis. The Company's failure to include these requirements in any form a contract it creates shall be deemed a waiver of these requirements.

8.23 Hazardous Materials

Both parties acknowledge that COMPANY'S scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event COMPANY or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to COMPANY that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of COMPANY'S services, and the contamination is not caused in whole or in part by the COMPANY, the COMPANY may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless COMPANY, its officers, directors, employees and subconsultants (collectively, COMPANY) from and against any and all claims, suits, demands, liabilities, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of COMPANY.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$2,000,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.25 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;

- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is recommended by the COMPANY and not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, 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 COMPANY.

8.27 Construction Observation Without Design

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors or omissions in the performance of their professional services.

8.28 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of

the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.29 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

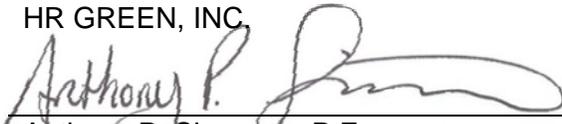
8.30 Municipal Advisor

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

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

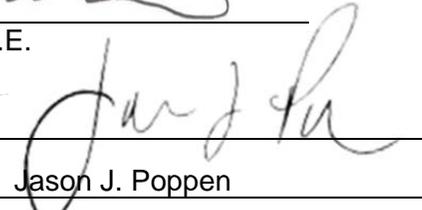
Sincerely,

HR GREEN, INC



Anthony P. Simmons, P.E.

Approved by:

Printed/Typed Name: 

Jason J. Poppen

Title: President – Transportation Date: 10/10/2016

VILLAGE OF OSWEGO

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Proclamation

The Village of Oswego, Illinois
Founded in 1833

Veterans' Day November 11, 2016 Honoring America's Veterans

WHEREAS, the Village of Oswego proudly recognizes its veterans of war in conjunction with National Veterans Day, observed on Friday, November 11, 2016; and

WHEREAS, the dedicated men and women who have served, and those presently serving in the armed services, are especially honored for their loyalty and protection of all citizens of the United States of America; and

WHEREAS, a groundbreaking ceremony was held on Flag Day, June 14, 2001, for the Veterans Memorial Plaza, at the corner of Main and Jefferson Streets in downtown Oswego; and

WHEREAS, the Veterans Historical Walk featuring obelisks honoring to those who have served in each war was dedicated on November 12, 2005; and

WHEREAS, the Oswego Veterans Memorial Plaza and Historical Walk, are dedicated to all men and women who served our country in time of need and who will serve in the future; and

WHEREAS, it is fitting that the recurring anniversary of this date should be commemorated with thanksgiving and prayer and exercises designed to perpetuate peace through good will and mutual understanding between nations.

NOW, THEREFORE, I, Gail E. Johnson, President of the Board of Trustees of the Village of Oswego, Kendall County, Illinois, do hereby proclaim November 11, 2016 as

VETERANS' DAY

In the Village of Oswego and urge all citizens to observe the week of November 6 through 12, 2016, as a week honoring all Veterans. I further encourage all residents to recognize the valor and sacrifice of our veterans; to participate in patriotic activities in our community; and to display the flag of the United States of America.

DATED this 1st day of November, 2016.

Gail E. Johnson, Oswego Village President

Attest:

Tina Touchette, Village Clerk

CALENDAR UPDATE

**Free Yard Waste Pick-up November 7th – 11th
Leaf Collection Zone A- November 7th – 11th
Leaf Collection Zone B- November 14th – 18th
Leaf Collection Zone C- November 21st – November 25th
Leaf Collection Zones A, B, & C November 28th – December 2nd**

Village Offices Closed November 11th, Veteran’s Day

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

Economic Development Commission- CANCELED	November 2, 2016	6:00 p.m.
Cultural Arts Commission Meeting	November 9, 2016	6:00 p.m.
Planning and Zoning Commission Meeting	November 10, 2016	7:00 p.m.
ECO Commission Meeting	November 14, 2016	6:30 p.m.
Committee of the Whole Meeting	November 15, 2016	6:00 p.m.
Regular Village Board Meeting	November 15, 2016	7:00 p.m.
Historic Preservation Commission Meeting	November 16, 2016	7:00 p.m.
Administrative Adjudication	November 17, 2016	5:00 p.m.

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

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

Police Pension Board	January 26, 2017	3:15 p.m.
Police Commission Meeting	November 3, 2016	5:00 p.m.