



## **NOTICE AND AGENDA**

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

**WILL BE HELD ON**

**October 6, 2020**

**7:00 PM (or immediately following the Committee of the Whole meeting)**

**Location: Oswego Village Hall**

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### **A. MEETING INFORMATION**

A.1 Meeting Attendance Instructions

[Meetings and Public Comment Instructions 9-22-20.docx](#)

### **B. CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**

### **C. ROLL CALL**

### **D. CONSIDERATION OF AND POSSIBLE ACTIONS ON ANY REQUESTS FOR ELECTRONIC PARTICIPATION IN MEETING**

### **E. RECOGNITIONS/APPOINTMENTS**

E.1 Oath of Office

a. Nicholas F. Carrington- Police Officer

E.2 Employee Service Awards

a. Dan Di Santo- 5 Years of Service (Administration)

b. Dan Schultz- 20 Years of Service (Public Works)

### **F. PUBLIC FORUM**

### **G. STAFF REPORTS**

## H. CONSENT AGENDA

H.1 September 15, 2020 Committee of the Whole Minutes

[9-15-20 COTW.docx](#)

H.2 September 15, 2020 Regular Village Board Minutes

[9-15-20 RegVB.docx](#)

H.3 September 15, 2020 Closed Session Minutes; Approve and Release

H.4

Ordinance Granting a Minor Amendment to the Final Planned Unit Development for Orchard Way Lot 10 to Allow for Certain Changes to the Signage and Elevation Plans; Jewel/Osco.

[1080.20 3795 Orchard Road - Jewel minor Amendment.VB.10.06.2020.docx](#)

[Ord.\\_20-\\_3795 Orchard Road\\_-\\_Jewel Minor \\_PUD\\_Amendment.10.06.2020.docx](#)

[Exhibit A Legal.pdf](#)

[Exhibit B Location Map.pdf](#)

[Exhibit C Sign Elevations.pdf](#)

H.5

Strand Associates, Inc. Engineering Services

a) Resolution Authorizing the Execution of a Professional Engineering Agreement with Strand Associates, Inc. for General Consultation Services.

b) Resolution Authorizing the Execution of a Task Order with Strand Associates, Inc. for the Engineering Evaluation and Construction Services of the Fox Chase Water Tower Rehabilitation Project in an Amount not to Exceed \$55,000.

[Agenda Memo - Fox Chase Water Tower Rehab Engineering.docx](#)

[20-R-](#)

[\\_\\_\\_Authorizing\\_the\\_Execution\\_of\\_a\\_Professional\\_Engineering\\_Agreement\\_with\\_\\_Strand\\_Associates\\_](#)

[Exhibit A - Strand Associates Master Agreement 10062020.pdf](#)

[20-R-\\_\\_\\_Task\\_Order\\_-\\_Fox\\_Chase\\_Water\\_Tower\\_Rehabilitation\\_Project.docx](#)

[Exhibit A - Fox Chase Water Tower Rehab Task Order - Strand Associates 100620.pdf](#)

[Exhibit B - Fox Chase Water Tower Rehab Engineering Cost Proposal 100620.pdf](#)

H.6

Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #9 to the Construction Contract with H. Linden & Sons in the Amount of \$960 for the Construction

of the Reserve at Hudson Crossing Public Improvements

[SQ0100620.pbot Reserve at Hudson Crossing Change Order #9.docx](#)  
[20-R-\\_ Reserve at Hudson Crossing Change Order #9.docx](#)  
[Exhibit A\\_CO9.pdf](#)

- H.7 Resolution Authorizing the Purchase of Two New Ford Utility Interceptor Vehicles from Currie Motors Commercial Center, Frankfort, Illinois, in an Amount Not to Exceed \$69,210.

[FY21 - Squad Purchases Memo 100620.docx](#)  
[FY21 - Squad Purchases Resolution 100620.docx](#)  
[Exhibit A - Currie Motors Commercial Center Quote.pdf](#)

- H.8 Approve the Illinois Department of Transportation Obligation Retirement Resolution Providing for the Use of \$237,900 of Motor Fuel Tax Funds for Debt Service.

[FY21\\_Memo\\_MFT\\_for\\_Debt\\_Service \(4\).docx](#)  
[2020\\_Obligation Retirement Resolution \(003\).pdf](#)

- H.9 Resolution Authorizing the Execution of a Contract with DGO Premium Services Co. for Water Tower Cleaning Services in the Amount Not to Exceed \$40,000.

[Water Tower Cleaning Memo 100620.docx](#)  
[20-R-\\_\\_ DGO Premium Services Co Water Tower Cleaning.docx](#)  
[Exhibit A - DGO Premium Services Co Water Tower Cleaning Contract 10062020.pdf](#)

- H.10 Resolution Authorizing the Execution of a Contract with Frank Marshall Electric for the Lift Station Electrical Upgrades for a Portable Generator Connection and the Purchase of Three Portable Generators in the Amount Not to Exceed \$192,601.

[Lift Station Electrical Upgrades \(Portable Generators\) Memo 10062020.docx](#)  
[20-R-\\_\\_ Frank Marshall Electric, Aurora, IL, for Lift Station Electrical Upgrades for a Portable Generators.docx](#)  
[Exhibit A - Lift Station Electrical Upgrades \(Generators\) Contract - Frank Marshall Electric.pdf](#)

## **I. BILL LIST**

- I.1 Approve Bill List Dated October 6, 2020 in the Amount of \$2,019,703.47.

[10-6-20 Bill List.pdf](#)

## **J. OLD BUSINESS**

- J.1 Resolution Ratifying the Village President's Executive Orders and Extending Declaration of Local Emergency and Disaster

**K. NEW BUSINESS**

- K.1 Ordinance Granting a Special Use Permit to Allow for the Operation of a Liquor Store in the B-3 Community Service and Wholesale District (Orchard Liquor).

[1072.20\\_Orchard\\_liquor\\_store.SUP.VB.10.06.2020.docx](#)  
[Ord.\\_20-\\_Orchard\\_Liquor.3402-3404\\_Orchard\\_Road.SUP.10.06.2020.docx](#)  
[Exhibit A Legal.pdf](#)  
[Exhibit B Location Map.pdf](#)  
[Exhibit C Site Plan.pdf](#)  
[1072.20.Orchard Liquor.SUP.PC.10.01.2020.docx](#)

- K.2 Buchanan Energy, LLC d.b.a. Bucky's Express, Located at 6551 US Highway 34

- a) Ordinance Amending Title 3 Chapter 7; Decrease Class "B-1" Liquor License and Increase Class "B-2" Liquor License  
b) Ordinance Amending Title 3 Chapter 31; Increase Class "B-2" Video Gaming License

[Memo-Bucky's Express Liquor and Video Gaming License Request.docx](#)  
[20-\\_\\_Decrease Class B-1 Liquor License and Increase Class B-2 Liquor License\\_Bucky's Express.docx](#)  
[20-\\_\\_Bucky's Express\\_Increase Class B-2 Video Gaming License.docx](#)  
[Bucky's Video Gaming Packet 9-22-20.pdf](#)

- K.3 Riverside Pizza & Pub

- a) Ordinance Amending Title 3 Chapter 7; Increase Class "C" Liquor License.  
b) Ordinance Amending Title 3 Chapter 31; Increase Class "C" Video Gaming License

[Memo-Riverside Pizza & Pub\\_Increase Class C Liquor and Video Gaming License.docx](#)  
[20-\\_\\_Increase Class C Liquor License\\_Riverside Pizza & Pub.docx](#)  
[20-\\_\\_Riverside Pizza & Pub\\_Increase Class C Video Gaming License.docx](#)  
[Riverside Pizza & Pub Video Gaming Packet 9-22-20.pdf](#)

- K.4 Resolution Authorizing \$5,000 in Not-For-Profit COVID Grants from the Economic Development Fund

[NFP COVID Grant VB Memo.docx](#)  
[Resolution authorizing Not-for-profit COVID Grant program100620.docx](#)  
[NFP COVID Grant Application.docx](#)

**L. PRESIDENT'S REPORT**

**M. TRUSTEE REPORTS**

**N. CLOSED SESSION**

- N.1 a. Pending and Probable Litigation [5 ILCS 120/2(c)(11)]
- b. Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Personnel [5 ILCS 120/2(c)(1)]
- c. Collective Bargaining, Collective Negotiating Matters, Deliberations Concerning Salary Schedules [5 ILCS 120/2(c)(2)]
- d. Sale, Lease, and/or Acquisition of Property [5 ILCS 120/2(c)(5) & (6)]
- e. Security Procedures and the Use of Personnel and Equipment to Respond to an Actual, Threatened, or a Reasonably Potential Danger to the Safety of Employees, Staff, the Public, or Public Property [5 ILCS 120/2(c)(8)]

**O. POSSIBLE ACTION OF CLOSED SESSION ITEMS INCLUDING:**

**P. ADJOURNMENT**

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

Tina Touchette  
Village Clerk



Tina Touchette,  
Village Clerk

100 Parkers Mill • Oswego, IL. 60543 • (630) 554-3259  
Website: [www.oswegoil.org](http://www.oswegoil.org)

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September 22, 2020

### **Meeting Attendance Instructions**

Effective Saturday, Aug. 1, 2020, Village Board meetings in the Village of Oswego resumed to normal in-person meeting attendance. Attendance and public participation options via Zoom or other remote participation platforms will no longer be provided. Chairpersons for Village Commission meetings may choose to continue to hold the meetings via Zoom or other remote participation platforms.

Village Hall will be open for the Committee of the Whole and Regular Village Board meetings, however, residents who do not intend to offer public comment are still strongly encouraged to watch remotely.

Public comments, as part of public forum, will no longer be accepted via email or by phone call. Members of the public wishing to comment during the public forum portion of public meetings may do so in person. As always, those giving public comment are asked to fill out the Public Participation form available in the Village Hall lobby and abide by the Village's civility code. General comments from the public to the Village Board or staff can still be submitted to the Village's email address at [info@oswegoil.org](mailto:info@oswegoil.org), however, these comments will not be read aloud at meetings. In addition, the Village President and Trustees welcome emails and phone calls from constituents.

### **Social distancing measures in place**

For members of the public attending meetings in person, guidelines from the Illinois Department of Public Health and the Department of Commerce & Economic Opportunity will remain in effect. These include but are not limited to:

- Wearing face masks
- Maintaining at least six feet of distance from other people
- Capping room capacity at 50 people
- Making hand sanitizer and disposable masks available for attendees

A temperature station is set-up in the lobby to check temperatures of persons attending the Village Board meetings. If you are not feeling well, please stay home.

A tv monitor will be made available in the lobby so that, in the event a meeting reaches the 50-person capacity limit, the public will be able to watch the proceedings from the Village Hall lobby.

### **How to watch meetings from home**

As always, the public is invited to watch the livestream of Oswego Village Board meetings at [www.oswegoil.org/government/village-board/agendas.aspx](http://www.oswegoil.org/government/village-board/agendas.aspx). Scroll down to *Upcoming Events*. Once the meeting begins, an *In Progress* link will appear. Click on it to watch the meeting.

**Get updates as they happen**

Residents are also encouraged to follow the Village of Oswego on Facebook (@VillageofOswego) and Twitter (@OswegoIL60543) for up to the minute updates. You can also subscribe to Village of Oswego emails or text alerts by visiting <http://www.oswegoil.org/> and clicking on *E-mail Alerts*.

For more information about public participation at meetings, please contact me.

Thank you,

Tina Touchette, RMC, CMC  
Village Clerk  
630-554-3259  
[ttouchette@oswegoil.org](mailto:ttouchette@oswegoil.org)

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING  
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OSWEGO VILLAGE HALL  
100 PARKERS MILL, OSWEGO, ILLINOIS  
September 15, 2020**

**CALL TO ORDER**

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

**ROLL CALL**

Board Members Physically Present: President Troy Parlier and Trustees James Marter II, Terry Olson, Pam Parr, Judy Sollinger and Brian Thomas.

Board Members Absent: Trustee Luis Perez

Staff Physically Present: Dan Di Santo, Village Administrator; Christina Burns, Asst. Village Administrator/HR Director; Tina Touchette, Village Clerk; Kevin Norwood, Deputy Chief; Mark Horton, Finance Director; and Rod Zenner, Community Development Director; Jennifer Hughes, Public Works Director; Susan Quasney, Project Engineer; Jenette Sturges, Community Engagement Coordinator- Marketing; Joe Renzetti, IT/GIS Director; Karl Ottosen, Village Attorney; and Ryan Morton, Village Attorney.

**PUBLIC FORUM**

Public Forum was opened at 6:01 p.m. There was no one who requested to speak; the Public Forum was closed at 6:10 p.m.

**OLD BUSINESS**

There was no old business.

**NEW BUSINESS**

G.1 Review the Police Pension Fund Actuarial Valuation as of May 1, 2020

Director Horton addressed the Board regarding the Police Pension Fund. Todd Schroeder, from Lauterbach & Amen, presented the report.

**Contribution Recommendation & Funded Percentage**

Current Year Contribution Recommendation	\$1,783,000
Prior Year Contribution Recommendation	\$1,543,000
Current Year Funded Percentage (Actuarial Value of Assets)	73.10%
Prior Year Funded Percentage (Actuarial Value of Assets)	74.33%
Current Year Unfunded Actuarial Liability	\$12,700,000
Prior Year Unfunded Actuarial Liability	\$11,040,000

- Increase of 15% year over year
- 74.33% is higher than average in Illinois

### Expected Benefit Payments

Active Member Count	49
Inactive Member Count	16
Current Benefit Payments	\$1,012,000
Expected Benefit Payments in 5 Years	\$1,721,000
Expected Benefit Payments in 10 Years	\$2,785,000

- Numbers will be 50/50 mix when reaching maturity
- 49 active members as of April 30, 2020
- At ten-year mark; 80% increase

### Risk Management

- The ratio of benefit payments to the Market Value of Assets is 3.01%; compared to an Expected Rate of Return on Investments of 6.50%
- Based on the number of active members in the plan, there is a moderate demographic risk

### Assumption Changes

As part of a comprehensive study of Police Pension Funds in Illinois, the following actuarial assumptions were changed in the current valuation:

- Inflation Rate (CPI-U)
- Individual Pay Increases
- Retirement Rates
- Termination Rates
- Disability Rates
- Mortality Rates
- Mortality Improvement Rates
- Marital Assumptions

We have updated the marital assumption for retiree & disabled Members to utilize actual spousal data.

### Plan Changes

- In the current valuation, the plan provisions were updated to reflect benefit changes under PA-101-0610 (SB1300), which went into effect on January 1, 2020.
- Legislative changes reflect modifications to Tier II plan provisions for:
  - Pensionable salary cap
  - Final average salary
  - Survivor benefit initial calculations

### Change in Contribution

Expected Changes	\$50,100
Salary Increase Greater/(Less) than Expected	\$4,100
Demographic Changes	\$38,400
Assumption Changes	\$14,200
Plan Changes	\$95,400
Asset Return (Greater)/Less than Expected	\$28,100
Contributions (Greater)/Less than Expected	\$10,000
Increase/(Decrease) in Recommended Contribution	\$240,000

- Demographic changes due to fluctuation with retirements
- Asset return- investment on rolling five-year basis
- \$240,000 is the total increase

### Change in Market Value of Assets

Beginning Market Value of Assets	\$31,950,000
Employer Contributions	\$1,400,000
Member Contributions	\$466,000
Return on Investments*	\$801,000
Benefits and Refunds	(\$1,016,000)
Other Expenses	(\$29,800)
Ending Market Value of Assets	\$33,570,000
Change in Market Value	\$1,620,000

- \*The rate of return on investments on a market value of assets basis was approximately 2.38% net of administrative expense

Illinois Statutory Minimum Contribution

Statutory Minimum Contribution	\$1,370,000
Statutory Minimum Funded Percentage (Actuarial Value of Assets)	78.94%
Unfunded Actuarial Liability	\$9,205,000

- 78.94% satisfies State statute
- By year 2040, need to be 90% funded

Five-Year Employer Contribution History

Fiscal Year End	Employer Contribution	Actuarially Determined Contribution (ADC)	% of ADC
4/30/2020	\$1,400,001	\$1,398,759	100.09%
4/30/2019	\$1,400,000	\$1,342,897	104.25%
4/30/2018	\$1,430,544	\$1,392,423	102.74%
4/30/2017	\$1,550,011	\$1,465,094	105.80%
4/30/2016	\$1,250,000	\$1,182,911	105.67%
<b>5 - Year Average</b>			<b>103.71%</b>

Board and staff discussion focused on why the benefit payment increased; current retirees and projecting future retirement; inactive members are those who have quit or retired; client base; funding percentage; State statute; market as of April 30, 2020 and what the market is today; report only covers one month; does not account for last 4 ½ months; contribution paid in May from the property taxes; can change the date the contribution is made if we use another fund or revenue stream; pension fund paid within 30-60 days from receipt of money from the County; once money is in the pension trust, it can only be used for pension; funding more; can do a one-time deposit into the trust; it would be calculated in the reporting. There was no further discussion.

G.2 Review the Postretirement Health Plan Valuation for the Fiscal Year Ending April 30, 2020

Actuaries from Lauterbach & Amen will present the Village of Oswego Postretirement Health Plan actuarial valuation for the fiscal year ending April 30, 2020. The total OPEB liability has grown to \$2,026,677 due to an increase this past year of \$403,337. The Village has not set up a separate Trust Fund to accumulate funds to offset this liability preferring to contribute the annual cost and associated expense from current resources. Some governmental agencies set up separate Trust Funds like the Village of Oswego Police Pension Fund to accumulate the funding to account for the benefits accruing annually and to pay out the benefits.

Todd Schroeder, from Lauterbach & Amen, presented the report.

**STATEMENT OF TOTAL OPEB LIABILITY**

	<u>4/30/2019</u>	<u>4/30/2020</u>
Total Active Employees	\$ 827,644	\$ 1,126,419
Inactive Employees Currently Receiving Benefit Payments	795,696	900,258
Inactive Employees Entitled To But Not Yet Receiving Benefit Payments	<u>-</u>	<u>-</u>
Total Inactive Employees	<u>795,696</u>	<u>900,258</u>
Total OPEB Liability	<u>\$ 1,623,340</u>	<u>\$ 2,026,677</u>

The Total OPEB Liability shown is dependent on several factors such as Plan Provisions and assumptions used in the report. In addition, the calculation of the Total OPEB Liability may be dependent on the OPEB Plan Net Position shown on the prior page. Changes in the OPEB Plan Net Position due to any factor, including adjustment on final audit, could change the Total OPEB Liability. The dependence of the Total OPEB Liability on the Net Position is due to the role of the Net Position (and projected Net Position) on the determination of the discount rate used for the Total OPEB Liability.

The Total OPEB Liability has been determined for GASB 74/75 reporting purposes only. The resulting Total OPEB Liability is intended to be used in the financial statement reporting of the postretirement plan and/or the Employer. The resulting liability is not intended to be a representation of the postretirement plan liability for other purposes, including but not limited to determination of cash funding requirements and recommendations, if applicable.

**Significant Actuarial Assumptions**

**Plan Participation Rate** Of the employees that will elect coverage at retirement, as noted above, it is assumed they will elect coverage in the available medical plans at the following rates:

	<u>IMRF</u>	<u>Police</u>
PPO #1	15%	15%
PPO #2	0%	0%
HMO	85%	85%
H.S.A.	0%	0%

**Retiree Lapse Rates** Retirees receiving medical coverage are expected to lapse all coverages at age 65 at the following rates:

<b>IMRF</b>	80%
<b>Police</b>	80%

**Retirement Rates** IMRF 2017 for IMRF Employees.

100% of the L&A Assumption Study Cap Age 65 for Police 2020. Sample Rates as Follows:

Age	Rate	Age	Rate
50	0.110	53	0.127
51	0.116	54	0.134
52	0.121	55	0.140

**Termination Rates** IMRF 2017 for IMRF Employees.

100% of the L&A Assumption Study for Police 2020. Sample Rates as Follows:

Age	Rate	Age	Rate
25	0.080	40	0.022
30	0.034	45	0.016
35	0.028	50	0.005

Board and staff discussion focused on very specific rules for this program; required to capture liability; medical costs increase 4% each year; have to show as liability in financial statements; government accounting standard; not required to fund a retirement medical program; 98-99% of communities are not funding; interest rate is 2.56%; can open a trust; if interested in funding, Lauterbach & Amen has a checklist; downsides include: another cash cost, funding without drawing benefits, need to build up trust and double costs for a period of time; liability driven by retirees and individuals; whether there is a transition plan; parameters of medical plans vary; most don't offer beyond Medicare; it stops at age 65. There was no further discussion.

### G.3 Requesting Village Board Priorities for the Fiscal Year 2022 Village Budget

Director Horton addressed the Board regarding Board priorities. The Village adopts a budget for each fiscal year. Staff begins the process of preparing the budget in the fall each calendar year. Staff is looking for Village Board input on what should be included in the annual budget. Village Board members are encouraged to provide ideas or programs and get those to Administrator Di Santo or Director Horton. Receiving the information now will allow staff to include the costs within the respective budgets. There was no further discussion.

### **CLOSED SESSION**

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

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

Aye: James Marter II  
Pam Parr  
Brian Thomas

Terry Olson  
Judy Sollinger

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.

The Board adjourned to Closed Session at 6:36 p.m.

The Board returned to open session at 6:51 p.m., all remaining members still present.

### **ADJOURNMENT**

The meeting adjourned at 6:51 p.m.

Tina Touchette  
Village Clerk

**MINUTES OF A REGULAR MEETING  
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OSWEGO VILLAGE HALL  
100 PARKERS MILL, OSWEGO, ILLINOIS  
September 15, 2020**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

President Troy Parlier called the meeting to order at 7:02 p.m. and led the Pledge of Allegiance to the Flag of the United States of America.

**ROLL CALL**

Board Members Physically Present: President Troy Parlier and Trustees James Marter II, Terry Olson, Pam Parr, Judy Sollinger and Brian Thomas.

Board Members Absent: Trustee Luis Perez

Staff Physically Present: Dan Di Santo, Village Administrator; Christina Burns, Asst. Village Administrator/HR Director; Tina Touchette, Village Clerk; Kevin Norwood, Deputy Chief; Mark Horton, Finance Director; Rod Zenner, Community Development Director; Joe Renzetti, IT/GIS Director; Jennifer Hughes, Public Works Director; Jenette Sturges, Community Engagement Coordinator- Marketing; Karl Ottosen, Village Attorney; and Ryan Morton, Village Attorney.

**RECOGNITIONS/APPOINTMENTS**

E.1 Proclamation- Constitution Week, September 17-23, 2020. President Parlier read the proclamation.

**PUBLIC FORUM**

Public Forum was opened at 7:04 p.m. There was no one who requested to speak; the Public Forum was closed at 7:04 p.m.

**STAFF REPORTS**

Administrator Di Santo- met with the architects for the entertainment venue; they provided him the budget; provided budget is within the budget that was approved; working on donations policy.

**CONSENT AGENDA**

- H.1 September 1, 2020 Committee of the Whole Minutes
- H.2 September 1, 2020 Regular Village Board Minutes
- H.3 September 1, 2020 Closed Session Minutes; Approve and Release.
- H.4 Ordinance Granting a Plat of Dedication for 244 E. Washington Street; 7-Eleven.
- H.5 Resolution Authorizing the Execution of a Contract with Brandt Excavating for the Removal of Five Lead Service Lines for Properties Located at Various Locations in An Amount not to Exceed \$69,125.
- H.6 Resolution Authorizing the Execution of a Contract with Visu-Sewer of Illinois for a Sanitary Sewer System Assessment Project in an Amount Not to Exceed \$79,396.80.
- H.7 Resolution Authorizing the Execution of a Task Order with Layne, A Granite Company, for Repairs to Well 6 in the Amount Not to Exceed \$190,000.
- H.8 Ordinance Approving a Second Amendment to the Development Agreement for the Estates of Fox Chase.
- H.9 Ordinance Granting a Minor Amendment to the Final Planned Unit Development for Dattoli Subdivision Lot 2 to Allow for Certain Changes to the Elevation Plans for the McDonald's Located at 3417 Orchard Road.

- H.10 Scoreboards Sports Pub
  - a) Ordinance Amending Title 3 Chapter 7; Decrease Class A-1 Liquor License for Scoreboards Sports Pub, Inc. Located at 1100 Douglas Road.
  - b) Ordinance Amending Title 3 Chapter 31; Decrease Class A-1 Video Gaming License for Scoreboards Sports Pub, Inc. Located at 1100 Douglas Road.
- H.11 Ordinance Amending Title 3 Chapter 7; Decrease Class "C" Liquor License for Tuscan Tavern Oswego, Inc., d.b.a. Tuscan Tavern.
- H.12 Ordinance Granting a Special Use Permit to allow For the Operation of a Dance School in the M-1 Limited Manufacturing District, 39 Stonehill Road, Unit E.
- H.13 Ordinance Granting a Minor Amendment to the Final Planned Unit Development for Gerry Centennial Plaza Lots 2 & 11 to Allow for Certain Changes to the Elevation Plans; Meijer, Inc.

A motion was made by Trustee Sollinger and seconded by Trustee Olson to approve the Consent Agenda; Approving the September 1, 2020 Committee of the Whole Minutes; Approving the September 1, 2020 Regular Village Board Minutes; Approving and Releasing the September 1, 2020 Closed Session Minutes and approving the following ordinances and resolutions:

**Ordinance No. 20-52;** Ordinance Granting a Plat of Dedication for 244 E. Washington Street; 7-Eleven.

**Ordinance No. 20-53;** Ordinance Approving a Second Amendment to the Development Agreement for the Estates of Fox Chase.

**Ordinance No. 20-54;** Ordinance Granting a Minor Amendment to the Final Planned Unit Development for Dattoli Subdivision Lot 2 to Allow for Certain Changes to the Elevation Plans for the McDonald's Located at 3417 Orchard Road.

**Ordinance No. 20-55;** Ordinance Amending Title 3 Chapter 7; Decrease Class A-1 Liquor License for Scoreboards Sports Pub, Inc. Located at 1100 Douglas Road.

**Ordinance No. 20-56;** Ordinance Amending Title 3 Chapter 31; Decrease Class A-1 Video Gaming License for Scoreboards Sports Pub, Inc. Located at 1100 Douglas Road.

**Ordinance No. 20-57;** Ordinance Amending Title 3 Chapter 7; Decrease Class "C" Liquor License for Tuscan Tavern Oswego, Inc., d.b.a. Tuscan Tavern.

**Ordinance No. 20-58;** Ordinance Granting a Special Use Permit to allow For the Operation of a Dance School in the M-1 Limited Manufacturing District, 39 Stonehill Road, Unit E.

**Ordinance No. 20-59;** Ordinance Granting a Minor Amendment to the Final Planned Unit Development for Gerry Centennial Plaza Lots 2 & 11 to Allow for Certain Changes to the Elevation Plans; Meijer, Inc.

**Resolution No. 20-R-87;** Resolution Authorizing the Execution of a Contract with Brandt Excavating for the Removal of Five Lead Service Lines for Properties Located at Various Locations in an Amount not to Exceed \$69,125.

**Resolution No. 20-R-88;** Resolution Authorizing the Execution of a Contract with Visu-Sewer of Illinois for a Sanitary Sewer System Assessment Project in an Amount Not to Exceed \$79,396.80.

**Resolution No. 20-R-89;** Resolution Authorizing the Execution of a Task Order with Layne, A Granite Company, for Repairs to Well 6 in the Amount Not to Exceed \$190,000.

Aye: James Marter II  
Pam Parr  
Brian Thomas

Terry Olson  
Judy Sollinger

Nay: None

Absent: Luis Perez

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

**BILL LIST**

There was no Bill List.

**OLD BUSINESS**

J.1 Resolution Ratifying the Village President’s Executive Orders and Extending Declaration of Local Emergency and Disaster. **Resolution No. 20-R-90**

A motion was made by Trustee Thomas and seconded by Trustee Marter II to approve the Resolution Ratifying the Village President’s Executive Orders and Extending Declaration of Local Emergency and Disaster.

There was no discussion.

Aye: James Marter II Terry Olson  
Pam Parr Judy Sollinger  
Brian Thomas

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.

**NEW BUSINESS**

K.1 Approve a Concept Plan for the Northwest Corner of Route 31 and W. Washington Street, Otherwise Known as “Village Square.”

A motion was made by Trustee Sollinger and seconded by Trustee Marter II to approve a Concept Plan for the Northwest Corner of Route 31 and W. Washington Street, Otherwise Known as “Village Square.”

Director Zenner, a representative for Erdman and a representative from Charter Senior Living, LLC presented the concept. Erdman works strictly on healthcare and Charter is an operator and partner for these types of communities.

The subject property is an approximately 11-acre vacant area located at the northwest corner of Route 31 and W Washington Street and is zoned R-4 General Residence District and B-2 Community Shopping District. The site is currently vacant. The parcels and easements will be combined and replatted to create a single lot with frontage on Washington Street and a shared property line with the River Run residential subdivision to the north, in addition to the adjacent Village Hall property. Site access will be available from Washington Street with a new private road that will align with Presidential Boulevard as well as from the existing access on Route 31. The proposed site plan indicates a portion of the existing Parkers Mill right-of-way will need to be vacated by the Village and will be replaced by a private entrance to Washington Street at Presidential Boulevard. This will reduce future access to the Village Hall Complex. No formal discussions have taken place yet on compensation for the vacated right-of-way. If the Village Board supports the concept plan, staff can have the property appraised.

The proposed senior living community will provide affordable housing with services for older adults in Oswego and surrounding communities. The proposed new development offers distinct levels of housing and care to serve area seniors.

- 142-unit senior living community
- 47 independent living cottages
- 66 assisted living units
- 29 memory care units

The main building will house assisted living and memory care apartments along with associated amenity and support spaces and is proposed to be three stories with a two-story wing extending toward the west. Service access, as well as staff parking, will be on the north side of the building and a secure outdoor garden for use by memory care residents will be situated southwest of the building. Construction of the building will be wood frame (IBC Type V-A), clad with engineered wood and/or cement board siding, with an asphalt shingle pitched roof. Attention will be paid to ensuring that the finishes, color palette, and detailing of the main building will be compatible with and complementary to the Village Hall structure across the Village Green.



The remainder of the site, to the west of the main building, will accommodate a variety of independent living attached cottages and townhomes. Site development will include 16 2-bedroom townhouses grouped into 4-unit clusters; 31 2-bedroom patio homes grouped into a series of duplex, triplex and quadplex structures; dwellings will be one story in height with one- or two-car attached garages; a network of paved pedestrian walkways and internal vehicular roadways and drives; surface parking for residents, visitors and staff; and recreational and service areas to interconnect and serve the development. Building materials will be similar to those occurring on the main building. The independent living component of the community will be built out incrementally as commitments for the units are secured. It is proposed to displace 38 angled parking spaces along the north and west sides of the Village Square. These spaces will be replaced with new spaces to be provided as part of the resident and visitor parking lot south of the main building.





The proposed land uses are not in compliance with some of the properties' current zoning districts. The two parcels zoned B-2 Community Shopping District will be rezoned to R-4 General Residence and the entire development will be processed through a Special Use for a Planned Unit Development to allow for an Assisted Living and Memory Care Facility and Independent Living Community.

Estimated Development Fees are as follows:

- Development Impact Fees (DIF) based on 142 units
  - Village fees - \$440,768
  - Fire - \$31,524
  - Library - \$32,376
  - Park District - \$59,072
- Land Cash Dedication Park Estimate - \$209,899

The proposed Assisted Living and Memory Care Facility and Independent Living Community development reflects the future need for the anticipated senior housing in the Village and would be a compatible use to the neighboring residential neighborhoods.

Primary Market Area Demographics

Senior Population Growth	4.23%
Senior Population In-migration	22.3%
IL Net Demand FY	276
AL Net Demand FY	139
MC Net Demand FY	35

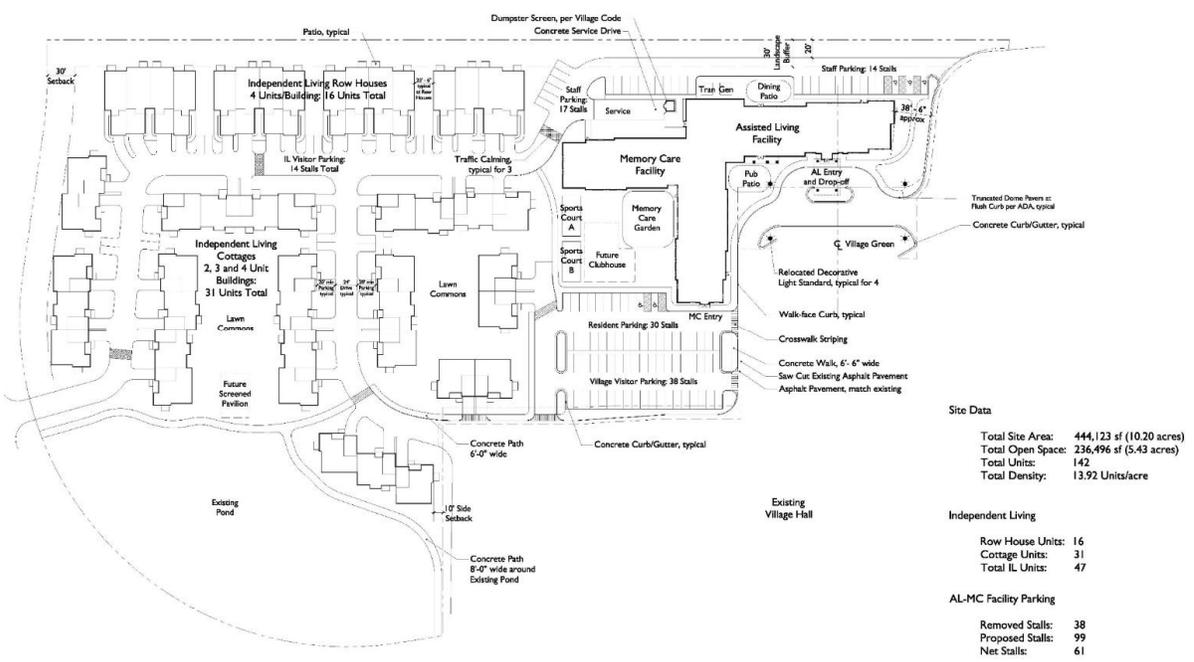
Community Needs & Creating Jobs

- Meet the needs of elders with a high-quality Senior Living Community
- Explore joint programs with the Oswego Senior Center
- 80-100 staff members
  - 10 positions \$60,000+
  - Executive Director \$100,000+
  - LPN's - \$50,000 – \$60,000
  - Hourly Staff - \$12 - \$15 / hr.
- Expected property taxes \$500,000+ per year

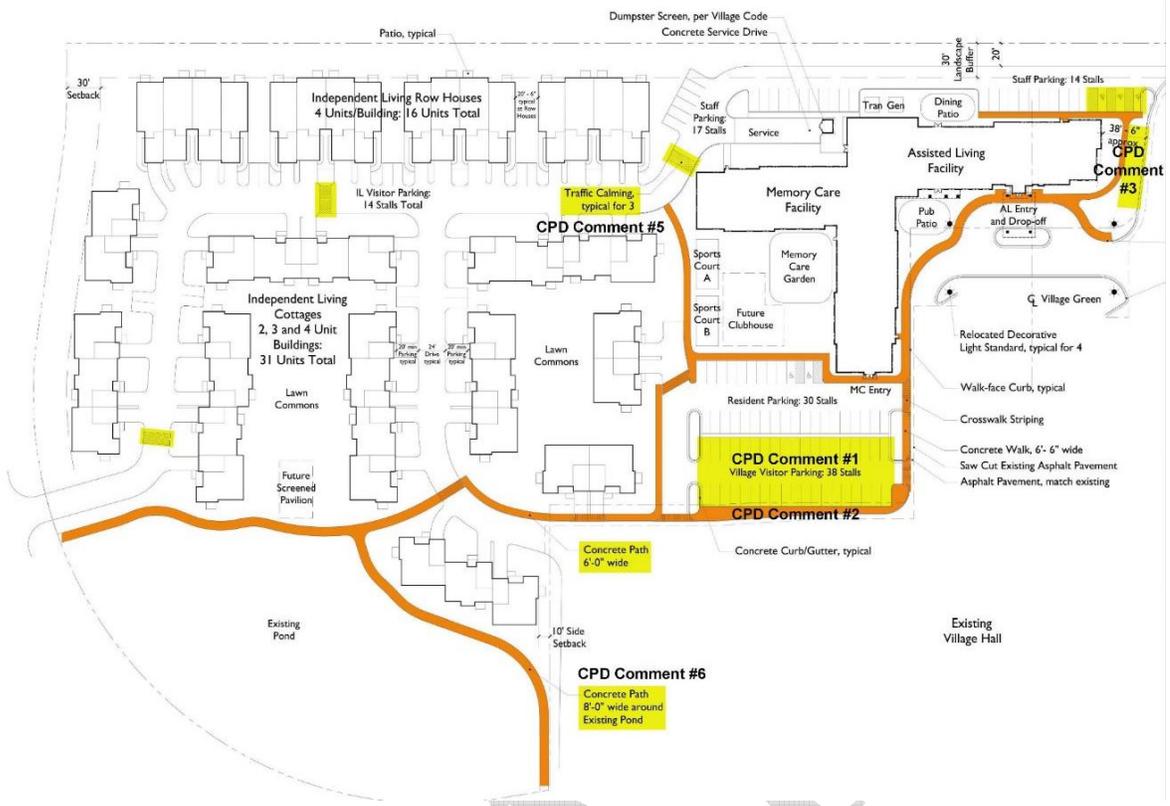
# Conceptual Site Plan



<b>Independent Living</b>	
Row House Units:	16
Cottage Units:	31
<b>Total Units:</b>	<b>47</b>
<b>AL-MC Facility Parking</b>	
Removed Stalls:	34
Proposed Stalls:	93
<b>Net Stalls:</b>	<b>59</b>



<b>Site Data</b>	
Total Site Area:	444,123 sf (10.20 acres)
Total Open Space:	236,496 sf (5.43 acres)
Total Units:	142
Total Density:	13.92 Units/acre
<b>Independent Living</b>	
Row House Units:	16
Cottage Units:	31
<b>Total IL Units:</b>	<b>47</b>
<b>AL-MC Facility Parking</b>	
Removed Stalls:	38
Proposed Stalls:	99
<b>Net Stalls:</b>	<b>61</b>



Elevations



Staff is generally agreeable to the proposed conceptual site plan and specific land uses. Some considerations for the Final Plan include:

1. Modify the southwest shared parking lot design so that it is better connected with Village Hall and our customers know that they may park there; or, create two separate areas.
2. Provide better sidewalk connections from the proposed development to the Village Hall site which provides pedestrian access to the downtown, specifically near the southwest parking lot and the detention pond. Also, from the recreational area to the pond.
3. Remove the five (5) visitor parking spaces from the entrance drive in the northeast corner on Route 31.
4. Better illustrate how the Village Green plaza will be modified and improved to accommodate entry and drop-off.
5. If no sidewalks, curbs, or gutters are proposed for the independent living area, special design elements should be incorporated to ensure no through-traffic on the private roads, traffic slowing mechanisms and no on-street parking.
6. It is recommended that the concrete path around the pond be widened to 8'-10'.
7. The landscape buffer along the northern property line should be significant and very dense.

Board, staff and representative discussion focused on choosing Oswego based on a market study; study conducted last December; a little delayed due to pandemic; see great demand in Oswego; not wanting to saturate the market; need to make sure there is shared parking; agree with market analysis; great idea for a transitional community; concept is good; development will be for-profit; designed to match Village Hall; siding on homes; pitched roofs; adding stone and blending; not a brick building; there will be elements of brick; chimney, vertical elements and base of building will be stone; vacating of the land; property needs to be appraised; compensation to the Village for vacated property; independent living will be rented/leased on a month to month basis; maintenance free; all utilities included; street and landscaping maintenance; 24/7 on-site management; minimum age for independent living is 65 and over, but usually 75+; 85+ for assisted living; 75+ for memory care; working with staff on solution for sidewalks; pond would be the responsibility of the property developers; keeping continuity to match the other pond; pond is meant to be a prominent feature; keeping and maintaining at the level they want; other pond owned by the HOA for Hometown; all infrastructure would go in next March; building the cottages and villas first, then the 3-story; everything at once, not in stages; move into the preliminary and final PUD by end of the year. There was no further discussion.

Aye: James Marter II  
Pam Parr  
Brian Thomas

Terry Olson  
Judy Sollinger

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**

It is almost Halloween; planning on continuing with the holiday.

**TRUSTEE REPORTS**

Trustee Marter II- no parking restriction goes back in effect on October 1<sup>st</sup>; would like to talk about minor changes to Village Code regarding the restriction and exemptions at a future Committee of the Whole meeting. Police and Public Works personnel will be present at the discussion

Trustee Thomas- kids will be happy about Halloween.

**CLOSED SESSION**

There was no Closed Session held.

**ADJOURNMENT**

A motion was made by Trustee Marter 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 7:42 p.m.

Tina Touchette  
Village Clerk

DRAFT

**AGENDA ITEM**

**MEETING TYPE:** Village Board  
**MEETING DATE:** October 6, 2020  
**SUBJECT:** Minor Amendment Lot 10 of Orchard Way (Jewel)

**ACTION REQUESTED:**

Approve an ordinance granting a Minor Amendment to the Final Planned Unit Development (PUD) for Orchard Way Lot 10 to allow for certain changes to the elevation plans.

**BOARD/COMMISSION REVIEW:**

N/A

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
4/23/2007	Village Board	Ordinance No. 07-76 approving the Final Plat of Subdivision
4/23/2007	Village Board	Ordinance No. 07-77 approving the Final PUD for Jewel

**DEPARTMENT:** Community Development

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

**FISCAL IMPACT:**

N/A

**BACKGROUND:**

The subject property is located at 3795 Orchard Road in the Orchard Way Subdivision and is currently zoned B-3 Commercial Service and Wholesale District. A Final PUD for the property was approved in 2007 and allowed for the construction of a Jewel Store on Lot 10. The PUD ordinance included elevation plans with an approved signage.

**DISCUSSION:**

The applicant, Doyle Signs, on behalf of Jewel Osco, is requesting approval of a Minor Amendment to allow for certain changes to the building signage. The petitioner intends to add two signs to the front façade. The first sign is a 45 square foot sign for their drive up and go

service. The second sign is a 25 square foot sign for Starbucks Coffee. The current signage on the front façade measures 359 square feet. If approved, the total square footage of signage would be 429 square feet. The Zoning Ordinance allows a total of 270square feet of signage, but the Jewel is allowed more square footage due to the approved PUD.

**RECOMMENDATION:**

Staff is of the opinion that the proposed signage are consistent with the intent of the Final PUD for the Jewel Osco and are in scale with the approved signage for the building.

Therefore, staff recommends the Village Board approve an ordinance granting a Minor Amendment to the Final Planned Unit Development (PUD) for Orchard Way Lot 10 to allow for additional signage for the Jewel Osco.

**ATTACHMENTS:**

- Ordinance
- Exhibit A: Legal Description
- Exhibit B: Location Map
- Exhibit C: Sign Elevations

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

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**ORDINANCE NO. 20 -- \_\_**

**AN ORDINANCE GRANTING A MINOR AMENDMENT TO THE FINAL PLANNED UNIT  
DEVELOPMENT (PUD) FOR ORCHARD WAY LOT 10 TO ALLOW FOR CERTAIN  
CHANGES TO THE APPROVED SIGNAGE AT 3795 ORCHARD ROAD IN THE VILLAGE OF  
OSWEGO, KENDALL COUNTY, ILLINOIS**

(Jewel Signage)

---

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

This \_\_ day of \_\_, 2020

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

Published in this pamphlet form by authority of the President  
and Board of Trustees of the Village of Oswego on \_\_\_\_, 2020.

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**AN ORDINANCE GRANTING A MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR ORCHARD WAY LOT 10 TO ALLOW FOR CERTAIN CHANGES TO THE APPROVED SIGNAGE AT 3795 ORCHARD ROAD IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Jewel Signage)

---

**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**, Doyle Signs, on behalf of Jewel Osco, has submitted a request to amend the Final Planned Unit Development (PUD) for Orchard Way Lot 10 commonly known as 3795 Orchard Road to allow for certain changes to the approved signage; and

**WHEREAS**, the Final PUD for Orchard Way Lot 10 approved on April 23, 2007 by Ordinance No. 05-133 (Document #2007-222567); and

**WHEREAS**, the property is currently zoned B-3 Community Service and Wholesale District and is improved with a one-story commercial building.

**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 a request to amend the Final Planned Unit Development (PUD) for Orchard Way Lot 10 commonly known as 3795 Orchard Road to allow for certain changes to the approved signage as set forth in the attached exhibits, is approved and that the Village Clerk is hereby directed to record with the Kendall County Clerk a certified copy of this Ordinance, together with an accurate map of the property hereby rezoned and made a part hereof, identified and enumerated on the following exhibits:

*Exhibit A: Legal Description*

*Exhibit B: Location Map*

*Exhibit C.1: Sign Elevations*

**Section 2: SEVERABILITY**

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

**Section 3: REPEALER**

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

**Section 4: EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_ day of \_\_\_\_ 2020.

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

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
TROY PARLIER, VILLAGE PRESIDENT

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

STATE OF ILLINOIS        )  
  )  
COUNTY OF KENDALL    )

SS

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

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

**AN ORDINANCE GRANTING A MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR ORCHARD WAY LOT 10 TO ALLOW FOR CERTAIN CHANGES TO THE APPROVED SIGNAGE AT 3795 ORCHARD ROAD IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the \_\_\_ day of \_\_\_\_\_ 2020, approved by the Village President on the \_\_\_ day of \_\_\_\_\_ 2020 and thereafter published in pamphlet form to the extent required by law.

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_ 2020.

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

(Seal)

Legal Description

PARCEL 1:

LOT 2 IN ORCHARD JEWEL RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 10 OF ORCHARD WAY IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED JULY 24, 2007 AS DOCUMENT NUMBER 200700022566.

PARCEL 2:

EASEMENTS AS CREATED BY OPERATION AND EASEMENT AGREEMENT DATED SEPTEMBER 24, 2004 AND RECORDED SEPTEMBER 28, 2004 AS DOCUMENT 2004-26913 MADE BY AND AMONG ORCHARD WAY OF OSWEGO, LLC GENDELL PARTNERS-OSWEGO, LLC AND MORIS-O'BRIAN INVESTMENTS, LLC FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN ACCESS AND UTILITY LINES OVER AND UPON THE PREMISES AS SET FORTH IN EXHIBIT "E" ATTACHED THERETO, AS AMENDED BY FIRST AMENDMENT DATED JULY 26, 2007 AND RECORDED AUGUST 16, 2007 AS DOCUMENT NUMBER 200700025229.

Street Address 3795 Orchard Road, Oswego, Il

PIN# 02-13-326-032



# Location Map



September 17, 2020

Street Marker

9

9A

22

Route 25

US Route 30

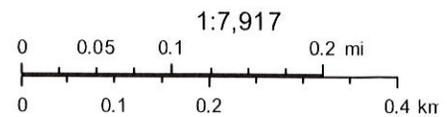
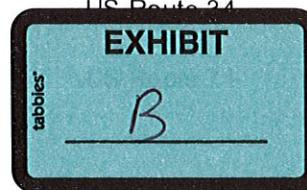
US Route 24

16

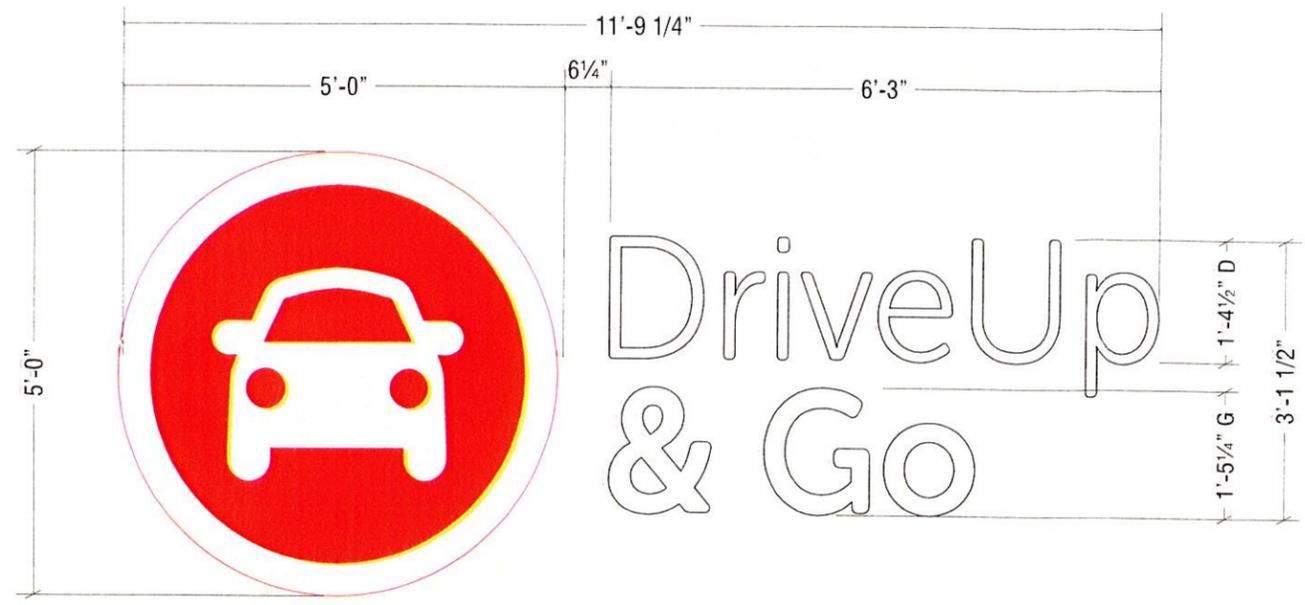
Route 126

Route 31

US Route 30 Bypass

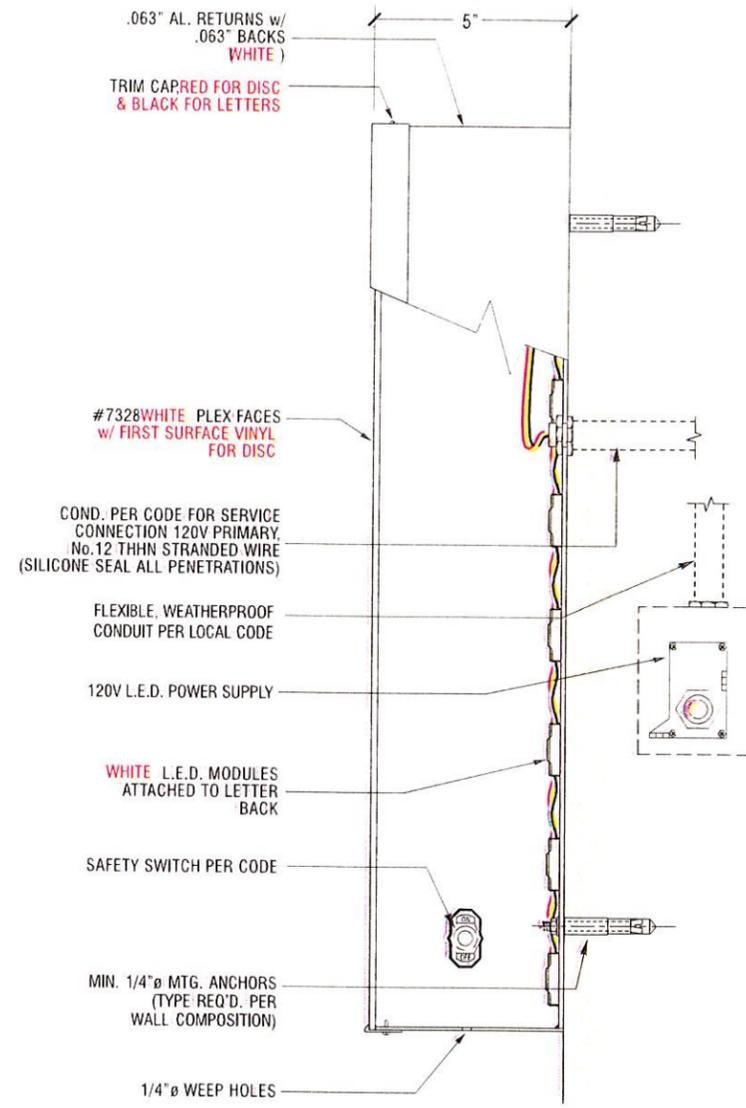


Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the community  
Copyright © 2011 Village of Oswego



**A** PLEX-FACE, INDIVIDUALLY MOUNTED CHANNEL LETTERS w/ LED ILLUMINATION  
SCALE: 1/2" = 1'

- FACE:** #7329 WHITE PLEX
- VINYL:** 3M #3630-53 CARDINAL RED ON LOGO DISC ONLY
- TRIMCAP:** 1" RED FOR DISC & 1" BLACK FOR LETTERS
- RETURNS:** 5" PRE FINISHED WHITE
- LED:** WHITE
- MOUNTING:** INDIVIDUALLY MOUNTED FLUSH TO BLDG. FASCIA



TYPICAL FACE-LIT CHANNEL LETTER w/ LED



SCALE: ~1/32" = 1'

**EXHIBIT**  
C p.1082

**DOYLE**  
GENERAL SIGN CONTRACTORS  
232 INTERSTATE RD PO BOX 1068 ADDISON, IL 60101 630-543-9490 FAX 630-543-9493

DATE	REVISION
8.18.20	ADDED PYLON FACES
8.26.20	ADDED "DRIVE UP & GO" LETTERS TO PACKAGE

CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CLIENT	JEWEL OSCO #0081 - STARBUCKS SIREN		
ADDRESS	3795 ORCHARD RD.		
CITY	OSWEGO	STATE	IL
DESIGNER	KM	SALESPERSON	TD
DRWG. NO.	18102	SCALE:	NOTED
DATE:	08.14.2020	SHEET NO.	1

O:\Design\JEWEL-OSWEGO IL - ORCHARD RD\JEWEL - OSWEGO IL - DUG STARBUCKS v3.cdr



**B** PLEX-FACE, INDIVIDUALLY MOUNTED CHANNEL LETTERS  
SCALE: 1/2" = 1'

- #7328 WHITE PLEX FACE w/ FIRST SURFACE #76 HOLLY GREEN VINYL OVBRLAY
- 1" BLACK TRIMCAP
- BLACK RETURNS
- WHITE L.E.D. ILLUMINATION
- INDIVIDUALLY MOUNTED FLUSH TO BUILDING FASCIA

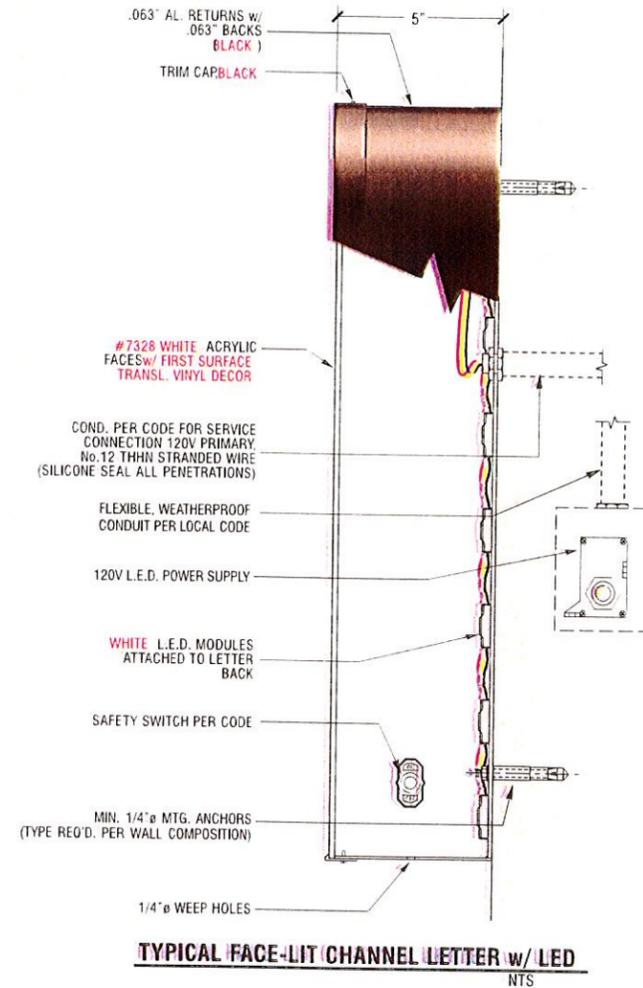


EXHIBIT  
C p. 2 of 3



DATE	REVISION
8.18.20	ADDED PYLON FACES
8.26.20	ADDED "DRIVE UP & GO" LETTERS TO PACKAGE

CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

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CLIENT	JEWEL OSCO #0081 - STARBUCKS SIREN				
ADDRESS	3795 ORCHARD RD.				
CITY	OSWEGO	STATE	IL	DESIGNER	KM
SALESPERSON	TD	DATE:	08.14.2020	SHEET NO.	2
DRWG. NO.	18102	SCALE:	NOTED		

0:\Design\JEWEL OSWEGO IL - ORCHARD RD\JEWEL - OSWEGO IL - DUG STARBUCKS v3.cdr

**AGENDA ITEM**

**MEETING TYPE:** Village Board

**MEETING DATE:** October 6, 2020

**SUBJECT:** Fox Chase Tower Rehabilitation Project and Master Agreement

**ACTION REQUESTED:**

1. Resolution Authorizing the Execution of a Professional Engineering Agreement with Strand Associates, Inc., Joliet, IL for General Consultation Services.
2. Resolution Authorizing the Execution of a Task Order with Strand Associates, Inc., Joliet, IL for the Engineering Evaluation and Construction Services of the Fox Chase Water Tower Rehabilitation Project in the Amount not to Exceed \$55,000.

**BOARD/COMMISSION REVIEW:**

N/A

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
2/19/2019	Village Board	Approved Resolution 19-R-07 Authorizing the Execution of a 2-Year Agreement for Technical Services and Task Order No. 19-01 with Strand Associates, Inc. for the Engineering to Install Emergency Generators at Five Lift Station Sites in the Estimated amount of \$48,800.00

**DEPARTMENT:** Public Works

**SUBMITTED BY:** Timothy Zasada Assistant Public Works Director – Utilities, and Carri Parker, Purchasing Manager

**FISCAL IMPACT:**

Water Capital Improvement Fund, Utility System Improvements (5106070-574000) \$55,000.00

**BACKGROUND:**

Fox Chase water tower was constructed in 1992 and holds 300,000 gallons of water. Located in the Fox Chase subdivision, this tower is one of two water towers on the west side of the Village.

### **DISCUSSION:**

The Fox Chase water tower is due for an engineering evaluation of its structural integrity, safety upgrades and protective coating. The paint is deteriorating, and the entire structure needs to be sand blasted and painted. Staff has selected Strand Associates, Inc. to complete the evaluation of the tower and assist with the construction scope documents and oversee the construction process. A new safety rail on top and cathodic protection will be added on this rehabilitation project. Since the tower is located near residential homes and a school, the contractor will need to install a temporary blast curtain to contain loose materials during construction. The anticipated cost of construction is \$750,000.00. Strand Associates, Inc. has completed numerous water tower evaluations, rehabilitation and new water tower construction projects and have the experience to complete this project for the Village.

Strand Associates has performed work for the Village under individual contracts, including one approved in 2019. Staff has some concerns that the contract approved in 2019 was specifically tailored to the individual project, rather than projects in general. Therefore, staff is recommending entering into a master professional engineering agreement with them similar to what has been done with other professional engineering firms. The specific work on the water tower will then be a task order under this contract.

### **RECOMMENDATION:**

Staff recommends that the Village Board approve the following:

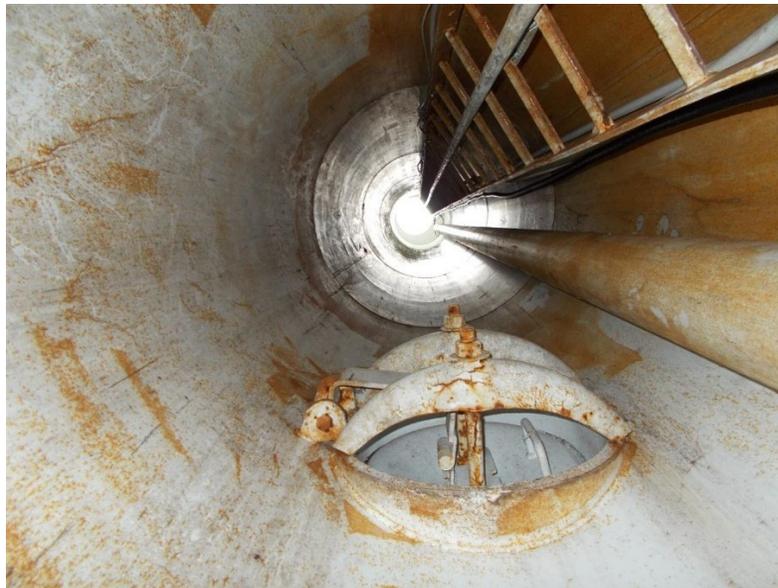
1. Resolution authorizing the execution of a professional engineering agreement with Strand Associates, Inc. Joliet, Illinois, for general consultation services.
2. Resolution authorizing the executing a task order with Strand Associates, Inc. for the engineering evaluation and construction services for the Fox Chase Water Tower Rehabilitation Project not to exceed \$55,000.00.

### **ATTACHMENTS:**

- Resolution - Professional Engineering Agreement
  - Exhibit A – Professional Engineering Agreement – Strand Associates, Inc.
- Resolution - Task Order – Fox Chase Water Tower Rehabilitation Project
  - Exhibit A – Fox Chase Water Tower Rehab Task Order - Strand Associates, Inc.
  - Exhibit B – Fox Chase Water Tower Rehab Cost Proposal - Strand Associates, Inc.



*Figure 1. View looking at base of bulb from the ground.*



*Figure 2. View looking up from inside the stem of the tower.*



*Figure 3. View of the top of the tower.*

**RESOLUTION NO. 20 - R - \_\_\_\_**

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**RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL  
ENGINEERING AGREEMENT WITH STRAND ASSOCIATES, INC., JOLIET,  
ILLINOIS FOR 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. APPROVAL OF AGREEMENT**

The Village President and Village Board of Trustees hereby approve, and authorize and direct the Village President and Village Clerk to execute on behalf of the Village of Oswego, a professional engineering agreement with Strand Associates, Inc. as detailed 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 6<sup>th</sup> day of October 2020.

JAMES MARTER \_\_\_\_\_

LUIS PEREZ \_\_\_\_\_

TERRY OLSON \_\_\_\_\_

JUDY SOLLINGER \_\_\_\_\_

PAM PARR \_\_\_\_\_

BRIAN THOMAS \_\_\_\_\_

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
TROY PARLIER, VILLAGE PRESIDENT

\_\_\_\_\_  
Tina Touchette, Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF KENDALL    )

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**CLERK'S CERTIFICATE**  
**(RESOLUTION)**

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH STRAND ASSOCIATES, INC., JOLIET, ILLINOIS FOR GENERAL CONSULTATION SERVICES.**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 6<sup>th</sup> day of October 2020, and thereafter approved by the Village President on the 6<sup>th</sup> day of October 2020.

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 6<sup>th</sup> day of October 2020.

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Tina Touchette, Village Clerk  
Village of Oswego

(Seal)



## PROFESSIONAL SERVICES AGREEMENT

This agreement is made this 6<sup>th</sup> day of October 2020, between and shall be binding upon the Village of Oswego, Kendall and Will Counties, an Illinois Municipal Corporation hereinafter referred to as the "Village" and Strand Associates, Inc., Joliet, Illinois, hereinafter referred to as the "Firm" and its successors.

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

### 1. SCOPE OF SERVICES

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

Services will vary from project to project. The general scope of services is listed below and will be further defined in individually issued task orders. Project specific requirements that modify the general scope will be outlined at project delivery.

The Firm will perform or be responsible for the performance of the following services in connection with this project. The Firm shall furnish or cause to be furnished qualified engineers, construction observers and / or technical personnel to perform the following general services. The specific services will be defined in an individual task order.

The Firm should generally anticipate performing plan review tasks as follows:

1. Review all subdivision submittals for compliance with the Village's standards
2. Review all preliminary and final engineering submittals for compliance with the Village's development standards
3. Review all proposed storm water management plans for compliance with Village regulations
4. Provide staff to meet with developers, property owners, commission members or elected officials to discuss proposed projects
5. Review letters of credit for public improvements and, where appropriate, render opinions to the Village on the value of work remaining.

6. Provide input to staff discussions on proposed development proposals
7. Reviews are to be completed and returned to the Village within 10 business days of the Firm's receipt of submittal from the Village.
8. Provide an estimate of costs to complete the next review in conjunction with the third review in the event that the Firm does not recommend approval at or prior to the third review. The Firm shall submit estimated costs for each successive review thereafter.

The Firm should generally anticipate performing construction observation services in accordance with the following general task areas:

1. Attend a pre-construction conference with the Village, and other parties.
2. Provide periodic observation of the construction work and operations to determine for the Village that the construction is accomplished in accordance with the approved plans and specifications. The Firm shall keep the Village informed of the progress of the work, advise the Village of defects and deficiencies in the work, and make recommendations to the Village on whether to approve the work or disapprove the work for failing to conform to the approved plans and specifications.
3. Review initial geometric controls and perform periodic measurements of construction staking. Firm shall report to the Village identified findings of staking inconsistent with the approved plans and specifications. Prepare and maintain daily and periodic documentation and records throughout the project necessary to document progress, approximate quantities, materials documentation, measurement and computation of pay items, pay estimates, change orders, and other authorized plan adjustments if required by the Village.
4. Review Developer's Quality Assurance program for compliance with the Contract Documents.
5. Serve as Village's representative during project coordination meetings with, utilities, developers, other agencies, and/or property owners engaged or affected by the project.
6. Attend construction conferences which require Village representation. Maintain and provide to Village copies of records of the meetings.
7. Review record drawings, lien waivers, and other documents required by the Village for the completion of the project.
8. Keep a daily report book in the Village's format, or other required format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, decisions, and list of visiting officials. Maintain orderly files of correspondence, reports of job conferences, shop drawings and other submissions, change orders and additional drawings issued subsequent to Village approval of the plans and specifications. Record names, addresses and telephone numbers of all, sub-, and major material suppliers if required by the Village.
9. Review Developer requests for reductions in security for compliance with established submission procedure and forward them with recommendations to the Village.
10. Prior to final completion, submit to the Village a list of observed items requiring correction and observe that each correction has been made.
11. Conduct final walkthrough with the Village and prepare a final list of items to be corrected.
12. Review that items on the final list have been corrected and make recommendations to the

- Village concerning project acceptance.
13. Except upon written instructions of the Village, the Firm shall not authorize any deviation from the approved plans and specifications.
  14. Carry and utilize a cellular phone during Firm's working hours (usually 7a.m. to 5 p.m.).

The Firm should generally anticipate performing record drawing review in accordance with the following general task areas:

1. Conduct an office review of "as built" drawings signed and sealed by the Design Engineer or other independent professional employed by the Owner/Developer depicting significant changes from the approved engineering drawings to conformance with the approved plans.
2. Review the Developer's engineer's stage vs. storage calculations with respect to stormwater management basin volumes, overflow size/elevations, storm sewer and restrictor(s) sizes and slope for conformance with the approved design.
3. Where variances exist, the Firm shall offer an opinion as to any appropriate corrective measures necessary to meet the design objectives.

## 2. PERSONAL PROTECTIVE EQUIPMENT

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

## 3. SUPERVISION OF WORK OF OTHERS

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

## 4. DELIVERY AND REUSE OF DOCUMENTS

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

additional cost, the delivery of additional sets of drawings or documents if the Firm fails to deliver a fully reproducible document.

## 5. SUBLETTING OF CONTRACT

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

## 6. AGREEMENT AMOUNT AND PRICES

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

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

## 7. INVOICING AND PAYMENT

In the event that the actual hours exceed the approved estimated hours by more than 10%, the Firm shall obtain authorization from the Village prior to commencing any additional services. The Firm shall submit invoices in duplicate. Invoices will cover the services performed from the first of each month to the end of that specific month. Only one invoice shall be submitted per month. An invoice must be submitted for services done through April 30 of each year as this is the end of the Village's fiscal year. Statements shall include a detailed breakdown of all charges incurred. The invoice shall detail personnel name, title, pay rate, hours charged, and task performed. If personnel worked on more than one task during the invoice period, each task shall be identified with the corresponding hours charged. All direct costs shall be itemized consistent with the various categories stated within the Proposal. Invoices shall be based on actual hours of performance.

Invoices shall be accompanied by monthly progress reports. Invoices submitted without a progress report will be considered incomplete and will not be processed for payment. The

progress report shall include rates of completion for all tasks scoped, rates of completion for all deliverable products, updated delivery dates, services performed in the current period, services anticipated to be performed in the next period and information or deliverables that the Firm is waiting for. The following five items shall be clearly addressed in each monthly report:

1. Services performed in the period covered by the invoice.
2. Services to be performed in the next period.
3. Deliverables and due dates, particularly noting items due in the next period (updated schedule).
4. Items that the Firm is waiting for from the Village or other agencies.
5. A summary or statement discussing the financial status of the individual project – is the project under, on, or over budget. If over budget, identify the reason and provide an estimate number of hours and cost to complete the project.

The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Sub-contractor costs are not considered direct costs for purposes of calculating the withheld amount. Should overruns for any of the items within the Task Order become evident due to unforeseen circumstances beyond the Firm's control, the Firm shall notify the Village immediately and no further services shall be done by the Firm until authorization to proceed in writing has been received from the Village.

### 3. CHANGES

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

### 9. SUSPENSION OF SERVICES

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

### 10. TERMINATION OF CONTRACT

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

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

## 11. INSURANCE

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

- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Firm shall be at least as broad as the following:
- i. Commercial General Liability Insurance. Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
    1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
    2. Blanket contractual liability coverage, to the extent permitted under Illinois law at least as broad as CG 00 01.
    3. Premises-Operations and Independent Firms.
    4. Broad form property damage coverage.
    5. Personal injury coverage.
    6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
    7. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Sub-Firm's policy.
  - ii. Workers' Compensation and Employers Liability Insurance. Statutory Workers' Compensation coverage complying with the law of the State of Illinois and Employers' Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
  - iii. Umbrella / Excess Liability Insurance Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer's liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.

- iv. Professional Liability Insurance. Firm shall procure and maintain professional liability insurance coverage: Per Claim: \$1,000,000.00. Such professional liability coverage shall be maintained for at least two years after completion of services under the Agreement. Evidence of such insurance shall be provided upon request from the Village during this two-year period.
- B. Firm's Obligations - The Firm shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees are to be named additional insureds under the Firm's Commercial General liability and Automobile liability policies for liability arising out of ongoing and completed operations performed by or on behalf of the Firm. General liability coverage shall be provided in the form of an endorsement to Firm's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 04 13 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
  - ii. The Firm shall provide evidence of the required insurance coverages under this Agreement by providing a copy of applicable endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Firm shall provide that coverages under the policies named shall not be canceled without at least thirty (30) days prior written notice given to the Village, with a ten (10) day exception for non-payment of premium. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
  - iii. The Firm shall provide immediate notice to the Village upon the cancelation of any insurance policy or policies required hereunder. The Firm's Commercial General Liability and Automobile Liability policies shall be Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Firm shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the services provided by the Firm against the Village or other Additional Insured except where not permissible by law.
  - iv. The Firm shall require that every Sub-Contractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Firm, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Firm's insurance required under the Agreement, including waivers of subrogation in favor of the Village.
  - v. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
    1. Allowing services by the Firm or any Sub-Contractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or

2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
- vi. The Firm agrees that the obligation to provide insurance is solely the responsibility of the Firm and the Sub-Contractor of any tier and cannot be waived by any act or omission of the Village.
- vii. The purchase of insurance by the Firm under this Agreement shall not be deemed to limit the liability of the Firm in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Firm.
- viii. The Firm shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Firm.
- ix. All insurance shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Village.

## 12. INDEMNIFICATION

With respect to liability arising from other than professional services, to the fullest extent permitted by Illinois law, Firm shall indemnify, defend, and hold the Village, its officers, and employees harmless from and against all damages, liabilities, and costs including but not limited to reasonable attorneys' fees, arising out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Firm, anyone directly or indirectly employed by Firm, or anyone for whose acts Firm is legally liable.

With respect to professional services, the Firm agrees to indemnify and hold the Village, its officers, and employees harmless against all liability, damages, and costs, including reasonable attorney fees, arising from injury or death to persons or damage to tangible property (other than the Work itself) to the extent caused by the negligent act, omission or willful misconduct of the Firm in its professional performance under this Agreement.

Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

## 13. FORCE MAJEURE

Whenever a period of time is provided for in this Agreement for the Firm or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Firm, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l)

Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the Firm's compensation and schedule shall be equitably adjusted. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.

#### 14. ENVIRONMENTAL AUDITS/SITE ASSESSMENTS

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

#### 15. CONSTRUCTION OBSERVATION WITHOUT DESIGN

It is agreed that the professional services of Firm 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 Firm. Unless otherwise stated, the Village warrants that any documents provided to Firm by the Village 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 Village has the right to provide such documents to Firm 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 Village will defend, indemnify and hold harmless Firm 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. Firm agrees to be responsible for its employees own negligent acts, errors or omissions in the performance of its professional services.

#### 16. DESIGN WITHOUT CONSTRUCTION OBSERVATION

It is agreed that the professional services of Firm do not extend to or include the review or site observation of the contractor's work or performance and the Village assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the Village will defend, indemnify and hold harmless Firm 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. Firm agrees to be responsible for its employees' negligent acts, errors or omissions in the performance of its professional services.

#### 17. CONSTRUCTION OBSERVATION

Firm shall visit the project at appropriate intervals (as described in the scope of services of the individual Task Orders) 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 Village has not retained Firm to make detailed inspections or

to provide exhaustive or continuous project review and observation services. Firm 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 Village desires more extensive project observation or full-time project representation, the Village shall request in writing such services be provided by Firm as indicated in a Task Order in accordance with the terms of the Agreement.

### 18. MUNICIPAL ADVISOR

The Firm 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 Village is a municipal entity as defined by said Act, and the Village requires project financing information for the services performed under this Agreement, the Village will provide the Firm with a letter detailing who their independent registered municipal advisor is and that the Village will rely on the advice of such advisor. A sample letter can be provided to the Village upon request.

### 19. COMPLIANCE WITH LAWS

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

### 20. COMPLIANCE WITH OSHA STANDARDS

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

### 21. PERMITS AND LICENSES

The Firm shall obtain, at its own expense, all applicable permits and licenses which may be required to complete the contract, and/or are required by municipal, state, and federal regulations and laws.

### 22. TAXES

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

### 23. VENUE

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

### 24. CONFLICT OF INTEREST

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

### 25. NOTICES

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

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

To the Firm:  
Strand Associates, Inc.  
Chris J. Ulm, P.E., Senior Associate  
1170 South Houbolt Road  
Joliet, Illinois 60431

### 26. AGREEMENT TERM AND RENEWAL

The agreement shall be for a one-year period but may be extended on an annual basis at the option of the Village of Oswego in its sole and absolute discretion, for up to two additional years.

**27. CERTIFICATIONS**

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

- A. Certifies that it is not barred from bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request, and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
- F. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 530/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

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

VILLAGE OF OSWEGO:

By: \_\_\_\_\_  
*President*

FIRM:

By: *Joseph M. Bunker*  
*Signature*

Joseph M. Bunker, Corporate Secretary  
*Print Name and Title*

*Attest:*  
\_\_\_\_\_  
*Village Clerk*

*Attest:*  
*Rachul G. Fiedler*  
*Witness*

**RESOLUTION NO. 20 - R - \_\_\_\_**

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**RESOLUTION AUTHORIZING THE EXECUTION OF A TASK ORDER WITH STRAND ASSOCIATES, INC., JOLIET, ILLINOIS FOR THE ENGINEERING EVALUATION AND CONSTRUCTION SERVICES OF THE FOX CHASE WATER TOWER REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$55,000.**

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

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

**WHEREAS**, the Village desires to rehab the Fox Chase Water Tower, and

**WHEREAS**, Strand Associates, Inc., Joliet, Illinois, is highly qualified in the engineering evaluation and construction services with plentiful experience, and

**WHEREAS**, it is in the best interest of the Village of Oswego to approve the task order substantially in the form attached hereto marked as “Exhibit A” with engineering cost proposal attached hereto marked as “Exhibit B”.

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

**SECTION 1. INCORPORATION OF RECITALS**

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

**SECTION 2. APPROVAL OF TASK ORDER**

The Village President and Village Board of Trustees hereby approve the task order with Strand Associates, Inc., Joliet, Illinois, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the task order with Strand Associates, Inc., Joliet, Illinois in the amount of \$55,000 for the engineering evaluation and construction services of the Fox Chase Water

Tower Rehabilitation Project, substantially in the form attached as “Exhibit A” with cost proposal substantial in the form attached as “Exhibit B.”

**SECTION 3. REPEALER**

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

**SECTION 4. SEVERABILITY**

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

**SECTION 5. EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

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

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
TROY PARLIER, VILLAGE PRESIDENT

\_\_\_\_\_  
Tina Touchette, Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF KENDALL     )

SS

**CLERK'S CERTIFICATE**  
**(RESOLUTION)**

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A TASK ORDER WITH STRAND ASSOCIATES, INC., JOLIET, ILLINOIS FOR THE ENGINEERING EVALUATION AND CONSTRUCTION SERVICES OF THE FOX CHASE WATER TOWER REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$55,000.**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 6<sup>th</sup> day of October 2020, and thereafter approved by the Village President on the 6<sup>th</sup> day of October 2020.

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 6<sup>th</sup> day of October 2020.

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

(Seal)



Task Order No. 20-01  
 Village of Oswego, Illinois (Village)  
 and Strand Associates, Inc.® (Firm)  
 Pursuant to Professional Services Agreement dated October 6, 2020

### Project Information

Project Name: Fox Chase Tower Rehabilitation

Services Description: Provide tank observation report, design, bidding-, and construction-related services for repairs and repainting of the Village's 300,000-gallon elevated water storage tank.

### Scope of Services

Firm will provide the following services to the Village.

#### Tank Observation Report Services

1. Attend an initial project meeting to review scope, anticipated project schedule, and project criteria.
2. Review available construction documents provided by the Village, including any previous inspection reports.
3. Visit Fox Chase Tower site and climb tank to observe the tank and general site conditions.
  - a. Review condition of tank exterior, interior dry, foundation, and appurtenances.
  - b. Collect paint samples for analyses of lead, chromium, and cadmium.
  - c. Review paint condition and adherence.
  - d. Visually review tower interior wet through roof hatch for rusting and structural defects.
4. Compare current American Water Works Association and Illinois Environmental Protection Agency (IEPA) codes, as well as Village preferences with actual tank features to develop a list of items to consider for rehabilitation.
5. Discuss implications with the Village for surface preparation residue collection and disposal considering the Fox Chase Tower's proximity to the Fox Chase Elementary School.
6. Provide an engineer's preliminary opinion of probable construction cost (OPCC) for correction of the tank's deficiencies, including repair items, coating systems, and expected life cycles. Provide cost opinion for two alternative coating methods for the tower exterior, such as full blast surface preparation and recoat versus partial blast, spot repair, and overcoat.
7. Prepare a tower observation report with potential repairs, schedule of potential repairs, and OPCCs. Include magnetic paint thickness measurements and paint sample test results in the report. Stamp the report by an Illinois Licensed Professional Engineer. Village shall determine repair method based on their report review.

Village of Oswego  
Task Order No. 20-02  
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September 23, 2020

Design Services

1. Attend a project meeting to review scope, anticipated project schedule, and project criteria.
2. Prepare and submit to the Village for review preliminary Bidding Documents (30 percent) for repainting and minor repairs to the Fox Chase Water Tower. Bidding Documents shall use the Engineers' Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, Contract Documents and Construction Specification Institute format technical specifications. Village-provided standard specifications and details will be incorporated into the engineering drawings and specifications, as necessary.
3. Communicate with cellular companies that have cellular equipment on the Village's tank to have it temporarily removed during tank rehabilitation. Village recognizes it is engaging Firm for design services and that Firm has no contractual obligation to third party cellular providers and will not enter into any agreement with third party cellular providers, including signing indemnification and hold harmless agreements.
4. Collect and incorporate Village comments as necessary, prepare 75 percent Bidding Documents, and submit to Village for review.
5. Prepare final Bidding Documents incorporating Village's comments as appropriate.
6. Prepare and submit permit application to the IEPA as necessary.
7. Prepare an OPCC.
8. Submit two hard copies and one portable document format file copy of the final Bidding Documents and the OPCC to the Village for its use.

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at [www.strand.com](http://www.strand.com) and [www.questcdn.com](http://www.questcdn.com).
2. Respond to bidder requests for information and prepare addenda as necessary.
3. Attend one prebid meeting if necessary.
4. Attend bid opening, tabulate and analyze bid results, and assist the Village in the selection and award of the construction contract.
5. Prepare up to three sets of Contract Documents and route for execution.

Construction-Related Services

1. Provide contract administration services including attendance at and preparation of meeting minutes for one preconstruction conference; review of contractor's schedules, contractor's shop drawing submittals, and contractor's periodic pay requests; attendance at and preparation of minutes for one construction progress meeting each month for up to ten months; periodic site visits; and participation in project closeout.
2. Assist the Village in responding to requests for information and with preparation of change orders.

Village of Oswego  
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September 23, 2020

3. Provide a resident project representative for part-time observation of construction at the Village's request for the Tower, up to 120 hours over 15 site visits. In furnishing observation services, Firm's efforts will be directed toward determining for the Village that the completed Project will, in general, conform to the Contract Documents, but Firm will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
4. Communicate with third party cellular providers and existing wireless internet tenants to temporarily relocate their equipment during construction, followed by reinstallation to the Village's tanks.
5. Perform one site visit to observe the cellular reinstallation and provide brief report to the Village on findings.

**Compensation**

The Village shall compensate Firm for Services under this Task Order on an hourly rate basis plus expenses a not-to-exceed fee of \$55,000.

It is anticipated the fee will consist of \$45,500 for labor (approximately 379 hours) and \$9,500 for expenses.

**Schedule**

Services will begin upon execution of this Task Order, which is anticipated the week of October 5, 2020. Services are scheduled for completion on October 29, 2021.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

FIRM:

VILLAGE:

STRAND ASSOCIATES, INC.®

VILLAGE OF OSWEGO

 Joseph M. Bunker Corporate Secretary	Date 9/24/2020	Troy Parlier Village President	Date
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July 13, 2020

Mr. Timothy A. Zasada  
Assistant Director of Public Works-Utilities  
Village of Oswego  
100 Theodore Drive  
Oswego, IL 60543

Re: Fox Chase Tower Rehabilitation for the Village of Oswego

Dear Mr. Zasada:

Strand Associates, Inc.® is pleased to submit this proposal for performing a tank inspection and report, development of bid documents, and bid- and construction-related services for the rehabilitation of the Village of Oswego's (Village) Fox Chase Tower (Tower). If you find our proposal acceptable, we have also included a draft Task Order for your review and comment.

### **Project Understanding**

We understand the Village would like the Tower's interior and exterior coating systems, features, and accessories to be evaluated and rehabilitated. Before conducting our inspection and based on our conversations with the Village, certain upgrades within the bid documents should include replacing the tower roof hatch and adding a door switch, replacing tower lighting, coordinating with two cellular companies to temporarily remove their antennas, and protecting the surrounding community and elementary school from blasting and painting debris.

### **Proposed Approach**

Based our experience with many steel elevated water storage tank construction observations, evaluations, repaints, and repair projects, we have prepared a Scope of Services that provides a focused, value-based inspection and corresponding report, followed by comprehensive bid documents and a systematic approach to construction services. We included preliminary fees for all four phases of this project for the Village's consideration. The general scope items are outlined here and discussed further in a later section of this document.

### **Tank Observation Report Services**

1. Review available construction documents provided by the Village, including any previous inspection reports.
2. Visit site and climb tower to observe and review the tank and general site conditions. Our site visit and review will include the following:
  - a. Review condition of tank exterior, foundation, and appurtenances.
  - b. Collect paint samples for analyses of lead, chromium, and cadmium.
  - c. Review paint condition and adherence visually and with tape test in accordance with ASTM D3359.
  - d. Visually inspect tower interior wet through roof hatch. Pay special attention to tower walls within typical operating water level range for rusting and structural defects.
3. Compare current American Water Works Association and Illinois Environmental Protection Agency (IEPA) codes, as well as the Village's preferences for actual tank features to develop a comprehensive list of items to rehabilitate.

Mr. Timothy A. Zasada  
Village of Oswego  
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4. Discuss implications with the Village for surface preparation residue collection and disposal considering the tower's proximity to the Fox Chase Elementary School.
5. Provide an engineer's preliminary opinion of probable construction cost (OPCC) for correction of the tank's deficiencies, including repair items, coating systems, and expected life cycles. Provide cost opinion for two alternative coating methods for the tower exterior, such as a full blast surface preparation and recoat versus partial blast, spot repair, and overcoat.
6. Prepare a tower observation report with recommended repairs, recommended schedule of repair, and current cost opinions. Include magnetic paint thickness measurements and paint sample test results in the field review. This assessment will be stamped by an Illinois Licensed Professional Engineer.

#### **Bid Document Preparation Services**

1. Attend project meeting and review scope, anticipated project schedules, and project criteria.
2. Prepare and submit to Owner for review preliminary Bid Documents for repainting and minor repairs as discussed in the observation report. Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2013 edition, forms and format will be used for bidding, contract, and technical specifications.
3. Communicate with cellular companies with equipment on the Tower to have it temporarily removed during the rehabilitation.
4. Prepare and submit 75 percent complete drawings and specifications to Village for review and comment.
5. Prepare final documents incorporating Village's comments, as necessary.
6. Submit permit applications to the IEPA, as necessary.
7. Prepare a final OPCC and submit to Village with draft Bid Documents.
8. Review final draft Bid Documents with Village, incorporate review comments, as necessary.
9. Prepare final Bid Documents and submit two hard copies and one PDF copy of the final bid documents to Village for its use in collecting bids.

#### **Bid-Related Services**

1. Assist with advertising and bidding, including distribution and advertising of bid documents electronically through QuestCDN.
2. Respond to bidders' Request for Information (RFI) and issue addenda, as necessary.
3. Attend bid opening, tabulate and analyze bid results, and assist the Village in the selection of the contractor and award of the Construction Contract.
4. Prepare up to three sets of Contract Documents and route for execution following award.

Mr. Timothy A. Zasada  
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### Construction-Related Services

1. Attend initial preconstruction meeting and pre-painting meeting and provide minutes.
2. Review contractor's shop drawing materials, schedules, and pay requests.
3. Consult on drawings and specifications by responding to RFIs and preparing change orders.
4. Coordinate monthly construction meetings and provide minutes.
5. Perform detailed, on-site, periodic project construction observation for critical construction components, up to 60 hours and 15 site visits.
6. Prepare construction observation reports, as necessary.
7. Communicate with third-party cellular providers and existing wireless internet tenants to temporarily relocate their equipment during construction.
8. Record and provide project closeout documents.

### Discussion of Scope Items

The following provides a detailed discussion of some of our proposed scope of services tasks, previously identified.

- **On-site Exterior and Interior Inspection of the tank** – Reviewing the current condition of the tank will be important to determining the scope of work going forward.

We will typically not place a diver into the tank during a tank observation or ask for a complete draining of the tank. We have found that tank coating failure and steel substrate damage is typically less severe in the portions of the tank below the air/water interface. This is due to ice abrasion and increased oxygen, which damages the existing coating system. There is typically much more coating failure and steel substrate damage above the air/water interface (on the roof, roof beams, and high side walls). These areas can be observed with precision by viewing the tank through the roof access hatch. The extent of failures below the water level can be predicted based upon experience and the conditions above the water line.

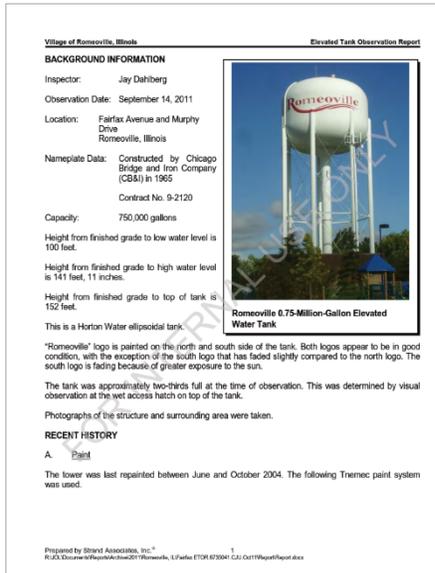
Therefore, because the Village anticipates desiring a full blast to the interior wet anyway, an accurate and dependable assessment and rehabilitation plan can be developed while leaving the tank in service. This approach provides the following benefits:

- The tower experiences no downtime as a result of the washout or disinfection. During a tank dive inspection, the tank is typically removed from service before the inspection and must remain out of service until acceptable bacteriological and chlorine residual results are obtained.
- There is no possibility of damage to the inside of the tank or valves.
- Safety risks and costs associated with confined space; underwater observations are reduced.

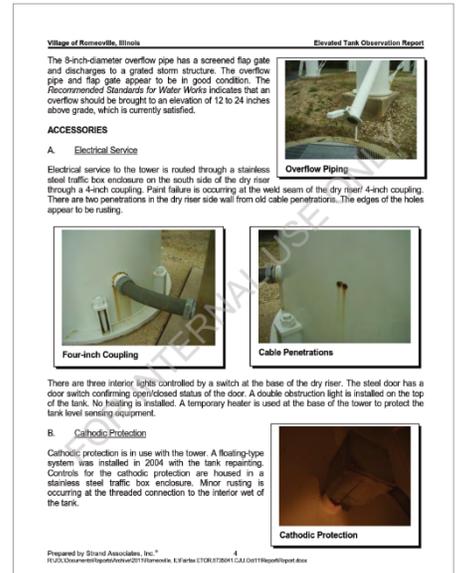
Mr. Timothy A. Zasada  
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During the general tank observation, we will review the condition of steel components; review the thickness, through magnetic means, of the current exterior and interior dry and interior wet coatings

(existing coating thickness can affect the adhesion of future coatings); and determine the condition of the existing coating layers. We will also review the adhesion of the various coating layers. This will help us determine the feasibility of various exterior overcoat options or may indicate that a full blast and recoat is necessary.



A recent multi-leg tank inspection report.



- **Preliminary Design** – We will prepare and submit draft plans and specifications to the Village and collect comments. Specifications will be prepared in Construction Specification Institute (CSI) format and will be based on the standards of the Village and IEPA, if appropriate. Drawings will include a cover sheet, general notes and symbol information, site plans and details, steel tank sections and details, and electrical plan sheets and details.

In our water tower projects that involve cellular equipment, we consult with the necessary cellular companies during design to facilitate the timely and safe removal of all cellular antennas. We may also include antenna support rehabilitation or provisions for future antenna additions

a part of this construction contract to reduce impact to the tower's structure and new coating system.



Water tower rehabilitations can incorporate cellular antenna provisions to make future installation less of an impact to the tower's structure and coating system.

- **Paint options** – Our standard paint specification for elevated tanks involves multiple coats of high-performance epoxy or fluoro-polymer paint with exterior protective coatings. The use of zinc-rich primers can also be used inside and out but would only be recommended if cathodic protection is used on the interior of the tank. We have also been specifying contrasting paint colors to aid in observation of the paint application, which is another advantage for the Village. Inadequate coverage can be visually observed before performing thickness testing. We have specified and worked with all the leading industry coating manufacturer and can offer the Village many options.

Mr. Timothy A. Zasada  
 Village of Oswego  
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- **Opinion of Cost** – We will prepare an OPCC and submit to the Village.
- **Incorporation of Village Comments** – We will attend one meeting with Village staff to discuss 90 percent drawings, specifications, and bid documents.
- **Final Design** – We will prepare and submit 90 percent drawings, specifications, and bid documents, incorporating Village comments for preliminary design. Bid documents will use EJCDC and CSI forms and format.
- **Contract Design Deliverables** – We will provide the Village a reproducible set of final bid documents and the electronic files of the bid documents on a thumb drive. Final documents will incorporate comments from the Village, permit review, and public meetings.
- **Distribute advertisement to bid to potential bidders** – In order to increase competition among contractors, we anticipate the Village will request that we inform potential bidders of the project's existence. There are several elevated tank painting contractors in the region who can be notified.
- **Provide bid assistance** – Bid assistance will include posting of the bid documents on QuestCDN online bidding portal, attending pre-bid meetings, providing answers to bidders inquiries, attending the bid opening, and providing a bid tabulation.
- **Provide bid summary and recommendation** – A letter summarizing the bids received and recommending consideration of contract award will be made based on information provided by the contractor.

We have performed these services many times and have a thorough understanding of the possibilities and what it takes to complete a successful water tower rehabilitation project. Our approach will be customized to meet the Village's specific project needs. The only way to have a successful project is with a proven and detailed base plan that can be altered to perfectly match the Village's vision.

### Engineering Fee Proposal

We propose to provide the previous scope of services for the not-to-exceed fees shown in the following table. Fees for services provided are based on actual time spent and in accordance with our standard fee schedule.

Task	Not-to-Exceed Fee
Tower Inspection and Report	\$8,000
Bid Document Development	\$21,000
Bid-Related Services	\$5,000
Construction-Related Services	\$22,000
<b>Total</b>	<b>\$56,000</b>

### Project Experience

We routinely provide water storage facility inspections and reports for communities throughout Illinois and the upper Midwest. Our experience includes climbing and inspecting steel and concrete, elevated, ground-level, and below-grade water storage facilities, along with vessel inspections for treatment processes.

Mr. Timothy A. Zasada  
 Village of Oswego  
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 July 13, 2020

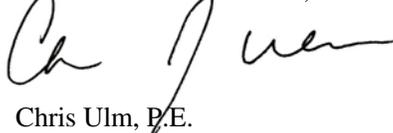
A listing of tank repainting projects we have completed in the past 10 years is provided in the following table. We have also enclosed a brochure with information on our water storage tank evaluation and rehabilitation experience.

Specialized Experience – Water Storage Tank Painting			
Municipality	Capacity Gallons	Tank Type	Year
Channahon, IL	300,000	Pedestal Elevated Tank	2020
Appleton, WI	300,000	Pedestal Elevated Tank	2020
Allouez, WI	1,000,000	Standpipe	2020
Rolling Meadows, IL	250,000	Multilegged Elevated Tank	2020
Appleton, WI	600,000	Standpipe	2019
East Troy, WI	600,000	Standpipe	2019
Capron, IL	150,000	Pedestal Elevated Tank	2019
Oregon, WI	400,000	Standpipe	2019
Lake Mills, WI	500,000	Pedestal Elevated Tank	2019
Orland Park, IL	300,000	Pedestal Elevated Tank	2019
Hebron, IL	250,000	Pedestal Elevated Tank	2018
Kenosha, WI	3,800,000	Ground-Level Reservoir	2018
Menomonee Falls, WI	500,000	Pedestal Elevated Tank	2017
Lisle, IL	500,000	Multilegged Elevated Tank	2016
Menomonee Falls, WI	250,000	Pedestal Elevated Tank	2016
West Bend, WI	300,000	Pedestal Elevated Tank	2015
Monona, WI	100,000	Pedestal Elevated Tank	2015
Willowbrook, IL	500,000	Pedestal Elevated Tank	2015
Oak Creek, WI	500,000	Pedestal Elevated Tank	2014
Oak Creek, WI	200,000	Pedestal Elevated Tank	2013
Romeoville, IL	300,000	Pedestal Elevated Tank	2013
Menomonee Falls, WI	1,000,000	Multilegged Elevated Tank	2012
Schaumburg, IL	6,300,000	Standpipe	2012
Romeoville, IL	450,000	Ground-Level Steel Tank	2011
Johnson Creek, WI	400,000	Pedestal Elevated Tank	2011
Waunakee, WI	400,000	Pedestal Elevated Tank	2011
Campbellsport, WI	300,000	Pedestal Elevated Tank	2011
Romeoville, IL	300,000	Pedestal Elevated Tank	2010

We appreciate the opportunity to submit this proposal and look forward to building our relationship and expanding our project portfolio with the Village.

Sincerely,

STRAND ASSOCIATES, INC.®



Chris Ulm, P.E.

Enclosure

## Water Storage Tank Evaluation and Rehabilitation



Before, during, and after tank repainting in Madison, WI.



Before and after tank repainting in Waunakee, WI.

### Service Overview

Strand Associates, Inc.® is a leader in the design, construction, evaluation, and rehabilitation of water storage tanks. We have completed many water storage facilities, including tanks of different shapes, styles, materials, and sizes. Our tank projects have ranged in size from 50,000 to 6,300,000 gallons. Our tank rehabilitation projects typically include a facility evaluation and documentation of deficiencies followed by design, bidding, and construction.

In Wisconsin, the Department of Natural Resources (WDNR) requires water storage tank evaluations on a 5-year cycle. Our experienced staff of water supply engineers routinely conduct these evaluations in accordance with NR 810.14 code. The completed WDNR evaluation forms are typically provided along with a detailed evaluation report describing the tank condition, any noted deficiencies, and an implementation plan for proposed improvements and painting.

### We provide full-service engineering related to water storage tank evaluation, design, and construction, including:

- Design, bidding, and construction of new water storage tanks.
- Tank demolition assessment.
- Tank evaluation for WDNR's 5-year evaluation interval (NR 810.14).
- Tank and coatings evaluation for preliminary design of repaint projects.
- Assessment of existing coating adhesion.
- Evaluation of overcoating and abrasive blast/recoat options.
- Evaluation of coating options.
- Assessment of internal tank components: access doors, ladders, process piping, monitoring devices.
- Assessment of external tank components: failsafe vents, railings, obstruction lighting, access hatches.
- Development of cost opinions for tank rehabilitation alternatives.
- Evaluation of need for shrouding during repainting.
- Review of cellular antenna installation drawings.
- Pre- and post-cellular antenna installation evaluations.

### Experience

- Elevated storage tanks: single pedestal spheroid, fluted column, concrete-steel composite.
- Ground-level reservoirs: cast-in-place concrete, welded steel, bolted steel, prestressed concrete.

**We Provide Clients with Valuable Water Storage Tank Experience**

Water storage tank repainting is a specialty service we provide for municipal and industrial clients. A sampling of Wisconsin and Illinois water storage tank repainting projects we have completed is shown in the table below. Preparation of the steel surface is critical as even the “best” coatings will fail if applied to an improperly prepared surface. We use on-site thermometers, humidistats, and weather reports to make sure application conditions conform to manufacturer’s guidelines.

**Enlisting our knowledgeable staff is a benefit for our clients because we deliver high quality design and provide attention to detail during construction.**

Strand Associates, Inc.® Specialized Experience – Water Storage Tank Repainting		
Municipality	Capacity Gallons	Tank Type
Channahon, IL	300,000	Pedestal Elevated Tank
Appleton, WI	300,000	Pedestal Elevated Tank
Allouez, WI	1,000,000	Standpipe
Rolling Meadows, IL	250,000	Multilegged Elevated Tank
Appleton, WI	600,000	Standpipe
East Troy, WI	600,000	Standpipe
Capron, IL	150,000	Pedestal Elevated Tank
Oregon, WI	400,000	Standpipe
Lake Mills, WI	500,000	Pedestal Elevated Tank
Orland Park, IL	300,000	Pedestal Elevated Tank
Hebron, IL	250,000	Pedestal Elevated Tank
Kenosha, WI	3,800,000	Ground-Level Reservoir
Menomonee Falls, WI	500,000	Pedestal Elevated Tank
Lisle, IL	500,000	Multilegged Elevated Tank
Menomonee Falls, WI	250,000	Pedestal Elevated Tank
Willowbrook, IL	500,000	Pedestal Elevated Tank
West Bend, WI	300,000	Pedestal Elevated Tank
Monona, WI	100,000	Pedestal Elevated Tank
Oak Creek, WI	500,000 and 200,000	Pedestal Elevated Tanks
Schaumburg, IL	6,300,000	Standpipe
Menomonee Falls, WI	1,000,000	Multilegged Elevated Tank
Romeoville, IL	450,000	Standpipe
Johnson Creek, WI	400,000	Pedestal Elevated Tank
Wauwaukee, WI	400,000	Pedestal Elevated Tank
Campbellsport, WI	300,000	Pedestal Elevated Tank
Schaumburg, IL	2,000,000	Ground-Level Concrete Reservoir
Romeoville, IL	300,000	Pedestal Elevated Tank
Huntley, IL	1,000,000	Pedestal Elevated Tank
Schaumburg, IL	2,000,000	Ground-Level Concrete Reservoir

**AGENDA ITEM**

**MEETING TYPE:** Village Board

**MEETING DATE:** October 6, 2020

**SUBJECT:** Reserve at Hudson Crossing Public Improvements – Change Order #9

**ACTION REQUESTED:**

Approval of a Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #9 to the Construction Contract with H. Linden & Sons, Plano, IL, in the Amount of \$960 for the Construction of the Reserve at Hudson Crossing Public Improvements

**BOARD/COMMISSION REVIEW:**

N/A

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
8/4/20	Village Board	Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #7 to the Construction Contract with H. Linden & Sons, Plano, IL, in the Amount of \$7,361.00 for the Construction of the Reserve at Hudson Crossing Public Improvements

**DEPARTMENT:** Public Works

**SUBMITTED BY:** Project Engineer Susan Quasney, CFM

**FISCAL IMPACT:**

TIF – Public Improvements – Acct. # 2503500 – 572000

**BACKGROUND:**

The Village entered into a Redevelopment Agreement (“RDA”) with Reserve at Hudson Crossing, L.L.C. (commonly known as “Shodeen”) for the properties commonly known as 13, 15, 19, 27 and 59 S. Adams Street. Per the RDA, Shodeen is constructing the public improvements and will be reimbursed by the Village. State law requires that since public funds will be spent, the project must follow a public bidding process and workers must be paid prevailing wages. To facilitate public bidding, the Village followed the competitive bidding process as if the Village were constructing the improvements.

On March 5, 2019, the Village opened three bids for the Public Improvements exclusive of the parking decks. The Village authorized execution of a construction contract with the lowest responsible bidder, H. Linden & Sons (Plano), to construct the project for \$4,007,178.00 on April 9, 2019.

**DISCUSSION:**

The public infrastructure work has required quantity adjustments to the contract. Installation of a water service connection to Hudson Park required removal and re-installation of the existing fence. This additional cost was offset by a negative change order the previous month (Change Order #8). After approval, the contract cost is \$4,066,003.13, representing a 1.4% increase from the bid price.

**RECOMMENDATION:**

Staff recommends approving the resolution authorizing the Reserve at Hudson Crossing L.L.C. to execute Change Order #9 to the construction contract with H. Linden & Sons, Plano, IL, in the amount of \$960.

**ATTACHMENTS:**

- 20-R-\_ Reserve at Hudson Crossing Change Order #9.doc
- Exhibit A\_CO9.pdf

RESOLUTION NO. 20 - R - \_\_\_\_

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**RESOLUTION AUTHORIZING RESERVE AT HUDSON CROSSING, L.L.C. TO EXECUTE CHANGE ORDER #9 TO THE CONSTRUCTION CONTRACT WITH H. LINDEN & SONS, PLANO, IL, IN THE AMOUNT OF \$960 FOR THE CONSTRUCTION OF THE RESERVE AT HUDSON CROSSING PUBLIC IMPROVEMENTS**

---

**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 Board approved on December 11, 2017 Ordinance 17-85 (Doc. #201800000195) approving a redevelopment agreement (“*Redevelopment Agreement*”) with the Reserve at Hudson Crossing LLC (“*Developer*”) concerning the properties commonly known as 13, 15, 19, 27, and 59 S. Adams Street (collectively, the “*Subject Property*”); and

**WHEREAS**, the Village Board approved on June 5, 2018 Ordinance 18-34 (Doc. #201800008401) approving the First Amendment to the Redevelopment Agreement to provide additional time for development financing, property acquisition, and project coordination; and

**WHEREAS**, the Village Board approved on July 17, 2018 Ordinance 18-54 (Doc. #201800013281) approving the Second Amendment to the Redevelopment Agreement to provide for phased construction, accommodate design changes, and adjust certain construction milestones; and

**WHEREAS**, the Village Board approved on November 13, 2018 Ordinance 18-95 Doc. #201800016805) approving the Third Amendment to the Redevelopment Agreement to address development financing; and

**WHEREAS**, the Redevelopment Agreement obligates the Developer to construct certain Public Improvements (“*Public Improvements*”), as defined and described in the Redevelopment Agreement; and

**WHEREAS**, the Village Board approved on April 9, 2019 Ordinance 19-R-24 authorizing execution of a construction contract with H. Linden & Sons, Plano, IL (“*Contractor*”), in the amount of \$4,007,178.00 for the construction of the Public Improvements and assignment of the contract to the Developer: and

**WHEREAS**, the Village Board approved on October 15, 2019 Ordinance 19-R-74 authorizing execution of Change Order #1 with H. Linden & Sons, Plano, IL (“*Contractor*”), in the amount of \$151,598.06; and

**WHEREAS**, the Village Board approved on January 14, 2019 Ordinance 20-R-08 authorizing execution of Change Order #2 with H. Linden & Sons, Plano, IL (“*Contractor*”), in the amount of \$59,460.00; and

**WHEREAS**, the Village Board approved on February 18, 2020 Ordinance 20-R-15 authorizing execution of Change Order #3 with H. Linden & Sons, Plano, IL (“*Contractor*”), in the amount of \$58,058.20; and

**WHEREAS**, the Village Board approved on March 12, 2020 Ordinance 20-R-26 authorizing execution of Change Order #4 with H. Linden & Sons, Plano, IL (“*Contractor*”), in the amount of **\$30,673**; and

**WHEREAS**, the Village Board approved on May 26, 2020 Ordinance 20-R-38 authorizing execution of Change Order #5 with H. Linden & Sons, Plano, IL (“*Contractor*”), in the amount of **\$29,648.50**; and

**WHEREAS**, the Village Board approved on June 23, 2020 Ordinance 20-R-57 authorizing execution of Change Order #6 with H. Linden & Sons, Plano, IL (“*Contractor*”), in the amount of **\$19,563**; and

**WHEREAS**, the Village Board approved on August 4, 2020 Ordinance 20-R-70 authorizing execution of Change Order #7 with H. Linden & Sons, Plano, IL (“*Contractor*”), in the amount of **\$7,361**; and

**WHEREAS**, the Developer has requested a change order to address additional costs due to some field modifications; and

**WHEREAS**, the Village has determined that this additional work is germane to the original contract; and

**WHEREAS**, the Contractor has provided a proposal for additional work, identified as Change Order #9, substantially in the form attached hereto marked “Exhibit A”; and

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

**SECTION 1. INCORPORATION OF RECITALS**

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

**SECTION 2. CHANGE ORDER APPROVED**

The Village President and Village Board of Trustees hereby authorize and direct Reserve of Hudson Crossing L.L.C. to execute Change Order #9 to H. Linden & Sons substantially in the form attached as “Exhibit A”. The Village Administrator is authorized and directed to take all steps and sign all document necessary to implement this Ordinance’s terms.

**SECTION 3. REPEALER**

All resolutions and ordinances, or any parts thereof, in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 4. SEVERABILITY**

If any part, subsection, or clause of this Resolution shall be deemed to be unconstitutional or otherwise invalid, the remaining parts, subsections, and clauses shall not be affected thereby.

**SECTION 5. EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 6th day of October 2020.

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

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6th day of October 2020.

\_\_\_\_\_  
TROY PARLIER, VILLAGE PRESIDENT

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

STATE OF ILLINOIS     )  
  )  
COUNTY OF KENDALL    )       SS

**CLERK'S CERTIFICATE**  
**(RESOLUTION)**

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

**RESOLUTION AUTHORIZING RESERVE AT HUDSON CROSSING, L.L.C. TO EXECUTE CHANGE ORDER #9 TO THE CONSTRUCTION CONTRACT WITH H. LINDEN & SONS, PLANO, IL, IN THE AMOUNT OF \$960 FOR THE CONSTRUCTION OF THE RESERVE AT HUDSON CROSSING PUBLIC IMPROVEMENTS**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 6th day of October 2020, and thereafter approved by the Village President on the 6th day of October 2020.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of October 2020.

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Tina Touchette, Village Clerk  
Village of Oswego

# EXHIBIT A

## CHANGE ORDER NO. 9

Date: August 17, 2020 Date of Agreement: October 08, 2019  
Project: Village of Oswego  
2019 Reserve at Hudson Crossing – Roadway Improvements  
Job Number: SHO002  
Owner: Shodeen Construction L.L.C. Contractor: H. Linden & Sons Sewer & Water Inc.  
77 North First Street 722 E. South Street, Unit D  
Geneva, Illinois 60134 Plano, Illinois 60545

The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Request (CMR) #39.

Justification: See attached CMR #39.

Original Contract Price	\$4,007,178.00
Amount of Previous Change Order(s)	<b>\$57,865.13</b>
Current Contract Price adjusted by Previous Change Order(s)	\$4,065,043.13
Change in Contract Price Due to this Change Order	<b>\$960.00</b>
Contract Price Including this Change Order	\$4,066,003.13

Original Contract Substantial Completion Date		Novemeber, 15, 2019
Previous Changes to Contract Time	336	Calendar Days
Current Contract Sub. Completion Date adjusted by Previous CO(s)		October 15, 2020
Current Contract Final Completion Date adjusted by Previous CO(s)		May 15, 2021
Change to Contract Time Due to this Change Order	0	Calendar Days
Contract Substantial Completion Date Including this Change Order		October 15, 2020
Contract Final Completion Date Including this Change Order		May 15, 2021

Approvals:

Requested by:   
Terry Heitkamp, P.E.  
Project Engineer  
Trotter and Associates, Inc.

Recommended by: \_\_\_\_\_  
Dave Patzelt  
President  
Shodeen Construction L.L.C.

Accepted by: \_\_\_\_\_  
Steve Linden  
Secretary/Treasurer  
H. Linden & Sons Sewer & Water  
Inc.

# EXHIBIT A



40W201 Wasco Road, Suite D – St. Charles, Illinois, 60175  
Phone: 630/587-0470 – Fax: 630/587-0475

**Contract Modification Request No.** 039      **Date:** August 17, 2020

**To:** Steve Linden      **From:** Terry Heitkamp  
Secretary/Treasurer      Project Engineer

**Project:** Village of Oswego – 2019 Reserve at Hudson Crossing – Roadway Improvements  
SHO002

**Owner:** Shodeen Construction L.L.C.      **Contractor:** H. Linden & Sons Sewer & Water Inc.  
77 North First Street      722 E. South Street, Unit D  
Geneva, Illinois 60134      Plano, Illinois 60545

**It has been requested that a Contract Modification be initiated to the above referenced contract. The following information is provided as backup data:**

- 1. Scope of Work (Provide Attachments if Needed):** Provide all labor and material for removal and re-installation of existing fence.
- 2. Reason for Modification:** As part of the water service connection to the park, existing fence was removed and then re-installed.
- 3. Approximate Cost Change to Contract Price:** **\$960.00**  
Fence Repair – 1 LS @ \$960.00 = \$960.00
- 4. Additional Contract Time to Complete Modification:** **0 days**
- 5. Attachments:**

Prepared by:   
Terry Heitkamp  
Project Engineer

Approved by: \_\_\_\_\_  
Dave Patzelt  
President,  
Shodeen Construction L.L.C.

Date: July 23, 2020

Date: \_\_\_\_\_

Cc: File (SHO002-7.28)

**AGENDA ITEM**

**MEETING TYPE:** Village Board

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**MEETING DATE:** October 6, 2020

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**SUBJECT:** Police Department FY2021 Vehicle Purchase

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**ACTION REQUESTED:**

Resolution Authorizing the Purchase of Two 2021 Ford Utility Interceptor Vehicles from Currie Motors Commercial Center, Frankfort, Illinois, in the Amount Not to Exceed \$69,210.

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**BOARD/COMMISSION REVIEW:**

N/A

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**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
NA	NA	NA

**DEPARTMENT:** Police

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**SUBMITTED BY:** Jeff Burgner – Chief of Police

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**FISCAL IMPACT:**

These vehicles are allocated in the FY21 budget within the Vehicle Fund. The total amount in the FY21 budget is \$ 118,300 for police department vehicles and required equipment.

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**BACKGROUND:**

The Police Department assesses the police fleet each year during the budgeting process to determine a plan for replacement or repurposing of police squads. Two front line squads were identified during this process as needing replacement. Up for replacement are a patrol and a sergeant squad. The Police Department currently uses Ford Utility Interceptors primarily for our front-line fleet of squads. The existing patrol and sergeant squads will be repurposed into administrative vehicles once the new squads are put into service. In an effort to determine if these purchases could be deferred to next fiscal year, staff reviewed the replacement schedule of the current fleet. Staff determined that we would be requesting four squads in the FY22 budget request and believes deferring either of these squads another year will compound the replacement plan and not be a suggested action regarding squad replacement.

**DISCUSSION:**

These patrol vehicles will replace two units currently in the patrol fleet that have met the replacement criteria and has been approved for replacement. This vehicle would be purchased utilizing the Suburban Purchasing Cooperative (SPC) contract from Currie Motors Commercial Center in Frankfort, Illinois. SPC provided a quote for the police squads which includes all requested options in the amount of \$69,210. The vehicles would be available for delivery between 14-16 weeks.

Staff had reached out to Morrow Brothers who were awarded the state contract in 2020 and the local Ford dealership Riverview Ford. The State has not awarded the 2021 contract. As a result, neither dealership is able to provide a quote.

**RECOMMENDATION:**

Staff recommends the approval of the resolution to purchase two 2021 Ford Utility SUVs in the amount not to exceed \$69,210 from Currie Motors Commercial Center in Frankfort, Illinois.

**ATTACHMENTS:**

- Resolution
- Exhibit A – Currie Motors Commercial Center Quote

**RESOLUTION NO. 20 - R - \_\_\_\_**

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**RESOLUTION AUTHORIZING THE PURCHASE OF TWO NEW  
FORD UTILITY INTERCEPTOR VEHICLES FROM CURRIE  
MOTORS COMMERCIAL CENTER, FRANKFORT, ILLINOIS, IN  
THE AMOUNT NOT TO EXCEED \$69,210.**

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

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

**WHEREAS**, the Village desires to purchase two 2021 Ford Utility Interceptor Vehicles, and

**WHEREAS**, Currie Motors Commercial Center, Frankfort, IL. is Ford dealership that has been awarded the Suburban Purchasing Cooperative contract, and

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

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

**SECTION 1. INCORPORATION OF RECITALS**

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

**SECTION 2. APPROVAL OF CONTRACT**

The Village President and Village Board of Trustees hereby approve the contract with Currie Motors Commercial Center, Frankfort, IL, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego to contract with Currie Motors Commercial Center, Frankfort, IL in the amount of \$69,210 for the purchase of two 2021 Ford Utility Interceptor Vehicles, substantially in the form attached as “Exhibit A.”

**SECTION 3. REPEALER**

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

**SECTION 4. SEVERABILITY**

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

**SECTION 5. EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

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

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
TROY PARLIER, VILLAGE PRESIDENT

\_\_\_\_\_  
Tina Touchette, Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF KENDALL     )

SS

**CLERK'S CERTIFICATE**  
**(RESOLUTION)**

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

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO NEW  
FORD UTILITY INTERCEPTOR VEHICLES FROM CURRIE  
MOTORS COMMERCIAL CENTER, FRANKFORT, ILLINOIS, IN  
THE AMOUNT NOT TO EXCEED \$69,210.**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 6<sup>th</sup> day of October 2020, and thereafter approved by the Village President on the 6<sup>th</sup> day of October 2020. 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 6<sup>th</sup> day of October 2020.

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

(Seal)



## **2021 Ford Utility Police Interceptor AWD Hybrid Contract #152**



**Currie Motors Commercial Center**  
Your Full Line Municipal Dealer

"Nice People to do Business With"

**HYBRID MOTOR STANDARD  
MARK OPTION 99B FOR GASOLINE MOTOR**

**ORDER CUT OFF APRIL 2021  
PRODUCTION BEGINS SEPTEMBER 2020**



## 2021 Ford Utility Police Interceptor AWD Hybrid Contract #152 \$35,259

### MECHANICAL

3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System  
 – Standard (Hybrid technology is optimal for performance and long days spent idling on the job)  
 ● AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces  
 Transmission – 10-speed automatic, police calibrated for maximum acceleration and faster closing speeds  
 Lithium-Ion Battery Pack  
 Brakes – Police calibrated high-performance regenerative braking system  
 ● 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers  
 ● Brake Rotors – large mass for high thermal capacity and calipers with large swept area.  
 ● Electric Power-Assist Steering (EPAS) – Heavy-Duty DC/DC converter – 220-Amp (in lieu of alternator)  
 H7 AGM Battery (Standard; 800 CCA/80-amp)  
 ● Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler  
 ● Engine Idle Hour Meter  
 ● Engine Hour Meter  
 ● Powertrain mounts – Heavy-Duty  
 50-State Emissions System

### INTERIOR/COMFORT

● Cargo Area – Spacious area for police equipment; Lithium-Ion Battery Pack does not intrude into the cargo area  
 ● Cargo Hooks  
 ● Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)  
 ● Door-Locks — Power — Rear-Door Handles and Locks Operable ● Fixed Pedals (Driver Dead Pedal)  
 ● Floor – Flooring – Heavy-Duty Thermoplastic Elastomer  
 ● Glove Box – Locking/non-illuminated  
 ● Grab Handles – (1 – Front-passenger side, 2-Rear)  
 ● Liftgate Release Switch located in overhead console (45 second timeout feature)  
 ● Lighting — Overhead Console — Red/White Task Lighting in  
 ● Overhead Console — 3rd row overhead map light  
 ● Mirror – Day/night Rear View  
 ● Particulate Air Filter  
 ● Powerpoints – (1) First Row  
 ● Rear-window Defrost  
 ● Scuff Plates – Front & Rear  
 ● Speed (Cruise) Control  
 ● Speedometer – Calibrated (includes digital readout)  
 ● Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches  
 ● Sun visors, color-keyed, non-illuminated

### INTERIOR/COMFORT (CONTINUED)

● Seats — 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – Passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track  
 ● Universal Top Tray – Center of I/P for mounting aftermarket equipment  
 ● Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

### EXTERIOR

● Antenna, Roof-mounted Cladding – Lower bodyside cladding MIC ● Door Handles – Black (MIC)  
 ● Exhaust True Dual (down-turned)  
 ● Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)  
 ● Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass  
 ● Grille – Black (MIC)  
 ● Headlamps – Automatic, LED Low-and-High-Beam Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature) — Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature) — Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)  
 ● Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ● Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)  
 ● Spare – Full size 18" Tire w/TPMS  
 ● Spoiler – Painted Black Tailgate Handle – (MIC)  
 ● Tail lamps – LED  
 ● Tires – 255/60R18 A/S BSW  
 ● Wheel-Lip Molding – Black (MIC)  
 ● Wheels – 18" x 8.0 painted black steel with wheel hub cover  
 ● Windshield – Acoustic Laminated

### POLICE UPFIT FRIENDLY

● Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)  
 ● Console mounting plate  
 ● Dash pass-thru opening for aftermarket wiring  
 ● Headliner – Easy to service  
 ● Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard).

**SAFETY/SECURITY HIGHLIGHTS**

- 75-mph Rear-impact Crash Tested

**Note:** The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash-test performance attributes

- AdvanceTrac® w/RSC® (Roll Stability Control™) police tuned gyroscopic sensors work seamlessly with the ABS
- Rear Video Camera with Washer (standard)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

**WARRANTY**

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

**FUNCTIONAL**

- Audio — AM/FM / MP3 Capable / Clock / 4-speakers — Bluetooth® interface — 4.2" Color LCD Screen Center-Stack "Smart Display" Note: Standard radio does not include USB Port or Aux. Audio Input ●Jack; Aux. Audio Input Jack requires SYNC 3®
  - Easy Fuel® Capless Fuel-Filler
  - Ford Telematics™ – Includes Ford Modem and complimentary 2- year trial subscription
  - Front door tether straps (driver/passenger)
  - Power pigtail harness
  - Recovery Hooks; two in front and trailer bar in rear
  - Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
  - Two-way radio pre-wire
  - Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
  - Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper
- POWERTRAIN CARE EXTENDED SERVICE PLAN**
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

<input checked="" type="checkbox"/> 99B	<b>3.3L V-6 TIVCT Gasoline Motor</b>	<b>-\$3,165</b>
<input type="checkbox"/> 99C	3.0 V-6 Eco-Boost Engine	\$743
<input type="checkbox"/> 41H	Engine Block Heater	\$85
<input type="checkbox"/> 19K	H8 AGM Battery (900 CCA/92 AMP)	\$103
<input checked="" type="checkbox"/> 43D	Dark Car Feature—Courtesy Lights Inoperative	\$24
<input type="checkbox"/> 942	Daytime Running Lights	\$42
<input checked="" type="checkbox"/> 17T	Dome Lamp Red/White Cargo Area	\$47
<input checked="" type="checkbox"/> 51R	Spot Light Drivers Side LED Bulb—Unity	\$371
<input type="checkbox"/> 51T	Spot Light Drivers Side LED Bulb—Whelen	\$394
<input type="checkbox"/> 51S	Spot Light Dual LED Bulbs—Unity	\$582
<input type="checkbox"/> 51V	Spot Light Dual LED Bulbs—Whelen	\$625
<input type="checkbox"/> 51P	Spot Lamp Prep Kit—Driver Side <b>(does not include housing &amp; bulb)</b>	\$132
<input type="checkbox"/> 51W	Spot Lamp Prep Kit—Dual Side <b>(does not include housing &amp; bulb)</b>	\$264
<input type="checkbox"/> 21L	Front Auxiliary Light Red/Blue	\$517
<input checked="" type="checkbox"/> 60A	Prewiring Grille Lamp, Siren, Speaker	\$47
<input type="checkbox"/> 63B	Side Marker LED—Red/Blue—requires option 60A	\$273
<input type="checkbox"/> 63L	Rear Quarter Glass Side Marker Lights—Red/Blue	\$541
<input checked="" type="checkbox"/> 87R	Rearview Camera—Includes Electrochromic Rearview Mirror <b>(replaces standard camera in center stack area)</b>	N/C
<input type="checkbox"/> 19V	Rear Camera-On-Demand	\$217
<input type="checkbox"/> 76P	Pre-Collision Assist w/ Pedestrian Detection <b>(N/A w/ 96W)</b>	\$136
<input type="checkbox"/> 68B	Police Perimeter Alert	\$641
<input checked="" type="checkbox"/> 68G	Rear Door Handles Inoperable/Locks Inoperable	\$71
<input type="checkbox"/> 52P	Hidden Door Lock Plunger w/ Rear Door Handles Inoperable	\$150
<input type="checkbox"/> 16C	1 <sup>st</sup> & 2 <sup>nd</sup> Row Carpet Floor Covering <b>(includes mats)</b>	\$118
<input checked="" type="checkbox"/> 18D	Global Lock/Unlock <b>(Disables Auto Lock on Rear Hatch)</b>	\$24
<input type="checkbox"/> 87P	Power Passenger Seat (8-Way) w/ manual recline/lumbar	\$306
<input type="checkbox"/> 85D	Front Console Plate Delete	N/C
<input checked="" type="checkbox"/> 85R	Rear Console Plate	\$42
<input type="checkbox"/> 90D	Ballistic Door Panels—Level III Driver Front Only	\$1,506
<input type="checkbox"/> 90E	Ballistic Door Panels—Level III Driver/Passenger Front	\$3,012
<input type="checkbox"/> 90F	Ballistic Door Panels—Level IV Driver Front Only	\$2,294
<input type="checkbox"/> 90G	Ballistic Door Panels—Level IV Driver/Passenger Front	\$4,588
<input type="checkbox"/> 96W	Front Interior Windshield Warning Lights N/A with 76P	\$1,087
<input type="checkbox"/> 96T	Rear Spoiler Traffic Light <b>(requires 60A)</b>	\$1,405
<input type="checkbox"/> 55B	BLIS Blind Spot Monitoring <b>(includes manual heated mirrors)</b>	\$512
<input type="checkbox"/> 52T	Class III Trailer Tow Light Wiring Package	\$76
<input checked="" type="checkbox"/> 549	Mirrors—Heated Side view	\$56

<input type="checkbox"/>	593	Perimeter Anti-Theft Alarm— <b>(Requires Keyless 55F)</b>	\$112
<input checked="" type="checkbox"/>	55F	Keyless Entry—4 Fobs	\$320
<input type="checkbox"/>	43A	Rear Auxiliary Lights	\$371
<input type="checkbox"/>	47E	12.1" Screen	\$2,580
<input type="checkbox"/>	61B	OBD-II Split Connector	\$52
<input type="checkbox"/>	68E	Noise Suppression Kit	\$183
<input type="checkbox"/>	76D	Deflector Plate	\$315

<input checked="" type="checkbox"/>	76R	Reverse Sensing	\$261
<input type="checkbox"/>		Keyed Alike Code _____ <b>Please Specify Current Keyed Alike Code</b>	\$47
<input type="checkbox"/>	65L	18" 5 Spoke Full Face Wheel Covers w/ Metal Clips	\$56
<input type="checkbox"/>	64E	18" Painted Aluminum Wheels	\$451
<input type="checkbox"/>	17A	Aux Air Conditioning	\$573
<input type="checkbox"/>	16D	Badge Delete	N/C
<input type="checkbox"/>	63V	Cargo Storage Vault—(lockable/ideal for contraband/small arms)	\$230
<input type="checkbox"/>	60R	Noise Suppression Bonds (Ground Straps)	\$94
<input type="checkbox"/>	18X	100 Watt Siren/Speaker (includes bracket & pigtail)	\$296
<input checked="" type="checkbox"/>	47A	Engine Idle Control	\$385
<input type="checkbox"/>		Rustproofing ( <b>Sound shield N/A</b> )	\$395
<input type="checkbox"/>		4 Corner LED Strobes (aftermarket using 86T)	\$895
<input type="checkbox"/>		CD-ROM Service Manual	\$325
<input type="checkbox"/>		<b>Delivery Greater than 50 Miles of Dealership</b>	\$150
<input checked="" type="checkbox"/>		License & Title—Municipal _____ Municipal Police _____	\$203
<input type="checkbox"/>		License & Title—Passenger Plates	\$221
<input type="checkbox"/>		Dealership Handled License Plate Transfer	\$95
<input type="checkbox"/>		Manufacturer's Statement of Origin (MSO) / <b>Customer completes their own license &amp; title work for the municipality.</b>	N/C

<input type="checkbox"/>		ESP Extended Warranty Extra Care 5 Year/100,000 Miles	\$1,940
<input type="checkbox"/>		ESP Extended Warranty Base Care 3 Year/100,000 Miles	\$1,710
<input type="checkbox"/>		ESP Extended Warranty Powertrain 6 Year/100,000 Miles	\$1,795
<input type="checkbox"/>		ESP Extended Warranty Base Care 6 Year/100,000 Miles	\$1,850

<input checked="" type="checkbox"/>	67V	<b>Police Wire Harness Connector Kit—Front/Rear</b> <b>Front</b> —2 male 4-pin connectors for siren, 5 female 4-pin connectors for lighting/siren/speaker, 4-pin IP connector for speakers, 4-pin IP connector for siren controller connectivity, 8-pin sealed connector, & 14-pin IP connector <b>Rear</b> — 2 male 4-pin connectors for siren, 5 female 4-pin connectors for lighting/siren/speaker, 4-pin IP connector for speakers, 4-pin IP connector for siren controller connectivity, 8-pin sealed connector, & 14-pin IP connector	\$174
<input type="checkbox"/>	66A	<b>Front Headlamp Lighting Solution</b> —Includes Base LED low beam/halogen high beam w/ wig-wag function, 2 white LED side warning lights, wiring, LED lights included, controller <b>not</b> included ( <b>N/A w/ 67H</b> ) Recommend using 67G or 67U	\$850
<input type="checkbox"/>	65U	<b>Police Interior Upgrade Package</b> —1 <sup>st</sup> & 2 <sup>nd</sup> row carpet floor covering, rear cloth seats, center floor console less shifter—include console. Deletes standard console mounting plate. SYNC 3 (Enhanced Voice Recognition Communications and Entertainment System), 4.2 Color LCD Screen Center Stack, Applink, & 911 Assist ( <b>N/A w/ 67G, 67H, 67U</b> )	\$367

<input checked="" type="checkbox"/> 66C	<b>Rear Lighting Solution</b> —Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights <b>(N/A w/ 67H)</b>	\$428
<input type="checkbox"/> 66B	<b>Tail Lamp Lighting Solution</b> —Recommend using Ultimate Wiring Package (67U). Includes LED lights plus (2) rear integrated hemispheric light head white LED side warning lights in tail lamps. LED lights only. Wiring and controller not included.	\$405
<input checked="" type="checkbox"/> 86T	<b>Tail lamp Housing Only</b> —Includes pre-existing holes with standard twist lock sealed capability, does <b>not</b> include LED lights <b>(N/A w/ 66B, 67H)</b>	\$58
<input type="checkbox"/> 67U	<b>Ultimate Wiring Package</b> —Includes rear console mounting plate (85R)—contours through 2 <sup>nd</sup> row, channel for wiring, pre-wiring for grille LED lights, siren & speaker, wiring harness I/P to rear (overlay), 2 light cables—supports up to 6 LED lights (engine compartment/grille), 2 50 amp battery & ground circuits in RH rear quarter, 1 10 amp siren/speaker circuit engine cargo area, rear hatch/cargo area wiring—supports up to 6 rear LED lights <b>(N/A w/ 65U, 67G, 67H)</b>	\$526
<input type="checkbox"/> 67H	<b>Ready for the Road—All-in Complete Package—Includes Police Interceptor Packages 66A, 66B, 66C plus—</b> <ul style="list-style-type: none"> <li>• Whelen Cencom Light Controller</li> <li>• Whelen Concom Relay Center/Siren Amp w/ Traffic Advisor</li> <li>• Light Controller/Relay Cencom Wiring</li> <li>• Grille LED Lights</li> <li>• 100 Watt Siren/Speaker</li> <li>• 9 I/O Digital Serial Cable (console to cargo)</li> <li>• Hidden Door Lock Plunger &amp; Read Door Handles Inoperable</li> <li>• Rear Console Mounting Plate</li> </ul> <b>(N/A w/ 66A, 66B, 66C, 67G, 67U, 65U)</b>	\$3,415

<input type="checkbox"/> BU	Medium Brown Metallic	N/C
<input type="checkbox"/> E3	Arizona Beige Metallic Clear coat	N/C
<input type="checkbox"/> E4	Vermillion Red	N/C
<input type="checkbox"/> FT	Blue Metallic	N/C
<input type="checkbox"/> HG	Smokestone Metallic	N/C
<input type="checkbox"/> J1	Kodiak Brown Metallic	N/C
<input type="checkbox"/> JL	Dark Toreador Red Metallic	N/C
<input type="checkbox"/> JS	Iconic Silver Metallic	N/C
<input type="checkbox"/> M7	Carbonized Gray	N/C
<input type="checkbox"/> LK	Dark Blue	N/C
<input type="checkbox"/> LM	Royal Blue	N/C
<input type="checkbox"/> LN	Light Blue Metallic	N/C
<input type="checkbox"/> TN	Silver Grey Metallic	N/C
<input type="checkbox"/> UJ	Sterling Grey Metallic	N/C
<input checked="" type="checkbox"/> UM	Agate Black	N/C
<input type="checkbox"/> YG	Medium Titanium Metallic	N/C
<input type="checkbox"/> YZ	Oxford White	N/C



**AGENDA ITEM**

**MEETING TYPE:** Village Board

**MEETING DATE:** October 6, 2020

**SUBJECT:** Motor Fuel Tax Resolution Authorizing the use of funds for Debt Payment

**ACTION REQUESTED:**

Adopt Resolution approving use of Motor Fuel Tax funds be used to retire municipal indebtedness.

**BOARD/COMMISSION REVIEW:**

N/A

**ACTION PREVIOUSLY TAKEN:**

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

**DEPARTMENT:** Finance

**SUBMITTED BY:** Billie Robinson, Assistant Finance Director

**FISCAL IMPACT:**

\$237,900 of Motor Fuel Tax revenues will be used to pay debt service on the 2013 General Obligation Bonds.

**BACKGROUND:**

Annually, the Village adopts an Illinois Department of Transportation (IDOT) resolution appropriating the use of State Motor Fuel Tax funds to pay debt service on Village of Oswego municipal bond issuances.

**DISCUSSION:**

The Fiscal Year 2021 Motor Fuel Tax Fund Budget has \$237,900 allocated to transfer to the Debt Service Fund to pay a portion of the June 15 and December 15 principal and interest payments for the General Obligation Bonds, Series 2013 Bonds. The Illinois Department of Transportation (IDOT) requires a resolution be passed by the Village and filed with IDOT for

approval to use MFT funds for this expenditure. The Village has used Motor Fuel Tax funds to pay a portion of the interest and principal payments on outstanding municipal debt of the Village. Specifically, the bond issuances used to complete the Douglas Road reconstruction project.

**RECOMMENDATION:**

Staff recommends the Village Board approve the resolution and file with the IDOT.

**ATTACHMENTS:**

IDOT Resolution

A resolution providing for the retirement of certain municipal indebtedness by the use of motor fuel tax funds

WHEREAS, the Municipality of Oswego has outstanding  
(County or Municipality)  
indebtedness described as follows:

2007B General Obligation Bonds (Alternate Revenue Source) 02-00039-00-GB refunded by the  
(Title of bond issue or paving district and municipal motor fuel tax section number)

2013 General Obligation Bonds

Bonds or Public Benefit Assessments	Number of the Bonds or Assessments	Interest or Principal	Date Due	Amount
2013 Refunding Bonds	237900	237900	06/15/2020	237900
			12/15/2020	

and.

WHEREAS, in the opinion of this body, the indebtedness described in the preceding paragraph may be retired with funds allotted to the municipality under the Motor Fuel Tax Law, and

WHEREAS, it appears that sufficient motor fuel tax funds are or will be available when the above indebtedness is due, and

WHEREAS, the President and Board of Trustees has, by resolution adopted Ordinance 19-57,  
(County Board, Council or President and Board of Trustees)  
directed the Clerk of Kendall County to cancel the 2019 tax levy (for taxes  
(year)  
collectable in 2020 ) which would have produced funds to pay this indebtedness. (Not applicable to special  
(year)  
assessment projects.)

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Two Hundred Thirty Seven  
Thousand Nine Hundred and dollars (\$ 237900 ) from funds allotted to the county or municipality  
under the Motor Fuel Tax Law for the payment of the above-described indebtedness, and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit three (3) certified copies of this resolution to the  
Regional Engineer, Department of Transportation, Ottawa, Illinois.

I, Tina Touchette , Municipal Clerk in and  
(County or Municipal)

for the Municipality of Oswego, IL hereby certify  
(County or Municipality)

the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees at a meeting on \_\_\_\_\_ .  
(County Board, Council or President and Board of Trustees)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day  
of \_\_\_\_\_ , A.D. \_\_\_\_\_ .

\_\_\_\_\_  
\_\_\_\_\_  
(County or Municipal) Clerk.

(Seal)



**AGENDA ITEM**

**MEETING TYPE:** Village Board  
**MEETING DATE:** October 6, 2020  
**SUBJECT:** Water Tower Cleaning Contract Award

**ACTION REQUESTED:**

Approval of a Resolution Authorizing the Execution of a Contract with DGO Premium Services Co., Des Plaines, IL. for Water Tower Cleaning Services in the Amount Not to Exceed \$40,000.

**BOARD/COMMISSION REVIEW:**

N/A

**ACTION PREVIOUSLY TAKEN:**

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

**DEPARTMENT:** Public Works

**SUBMITTED BY:** Timothy Zasada Assistant Public Works Director-Utilities

**FISCAL IMPACT:**

FY2021 Water and Sewer Operating Fund – Maintenance Water Towers –  
Acct. 5006070-543105 - \$45,000.00

**BACKGROUND:**

The budget for the cleaning four (4) of active water towers throughout the Village is \$45,000. This cleaning removes the mold that accumulates on the bottom of the water tower bowl. Fox Chase water tower will not be cleaned and is scheduled to be repainted in FY2022.

**DISCUSSION:**

Bids were opened on September 23, 2020. One bid was received from DGO Premium Services Co., Des Plaines, IL. for \$40,000.00. Staff did reach out to other potential bidders to see why

they did not bid on this project. One potential bidder responded that the Hunt Club Tower was too tall, and their equipment would not reach to the top of the tower.

Staff has determined that DGO Premium Services Co. is a responsive bidder, has presented good references and pricing.

**RECOMMENDATION:**

Staff recommends the approval of a contract with DGO Premium Services Co., Des Plaines, IL. for the water tower cleaning services in an amount not to exceed \$40,000.00.

**ATTACHMENTS:**

- Resolution
- Exhibit A – DGO Premium Services Co. Water Tower Cleaning Contract

**RESOLUTION NO. 20 - R - \_\_\_\_**

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**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH  
DGO PREMIUM SERVICES CO., DES PLAINES, IL, FOR WATER TOWER  
CLEANING SERVICES IN THE AMOUNT NOT TO EXCEED \$40,000.**

---

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

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

**WHEREAS**, the Village desires to clean four water towers (Ogden Falls, Hunt Club, Well #11 and Village Center), and

**WHEREAS**, DGO Premium Services Co., Des Plaines, Illinois, is highly qualified in pressure washing services with plentiful experience, and

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

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

**SECTION 1. INCORPORATION OF RECITALS**

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

**SECTION 2. SUPPORT FOR CONTRACT**

The Village President and Village Board of Trustees hereby approve the contract with DGO Premium Services Co., Des Plaines, Illinois, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the contract with DGO Premium Services Co., Des Plaines, Illinois in the amount of \$40,000 for water tower washing, substantially in the form attached as “Exhibit A”.

**SECTION 3. REPEALER**

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

**SECTION 4. SEVERABILITY**

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

**SECTION 5. EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

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

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
TROY PARLIER, VILLAGE PRESIDENT

\_\_\_\_\_  
Tina Touchette, Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF KENDALL     )

SS

**CLERK'S CERTIFICATE**  
**(RESOLUTION)**

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH  
DGO PREMIUM SERVICES CO., DES PLAINES, IL, FOR WATER TOWER  
CLEANING SERVICES IN THE AMOUNT NOT TO EXCEED \$40,000.**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 6<sup>th</sup> day of October 2020, and thereafter approved by the Village President on the 6<sup>th</sup> day of October 2020.

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 6<sup>th</sup> day of October 2020.

---

Tina Touchette, Village Clerk  
Village of Oswego

(Seal)



## INVITATION TO BID

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<b>Requesting:</b>	Bid(s) for Water Tower Cleaning
<b>Issue Date:</b>	September 3, 2020
<b>Pre-Bid Meeting:</b>	N/A
<b>Pre-Bid Meeting Location:</b>	N/A
<b>Last Date for Questions:</b>	September 11, 2020, by 12:00 PM
<b>Addendum Posted:</b>	September 15, 2020, by 10:00 AM
<b>Bids Due:</b>	September 23, 2020, at 9:00 AM
<b>Public Opening:</b>	<a href="http://bids.oswegoil.org">bids.oswegoil.org</a>
<b>Note:</b>	Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the Village's website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

**Contact for this bid:**

Carri Parker, Purchasing Manager in writing at [cparker@oswegoil.org](mailto:cparker@oswegoil.org)

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**LEGAL NOTICE  
INVITATION TO BID  
WATER TOWER CLEANING**

The Village of Oswego will be accepting sealed bids for Water Tower Cleaning until Wednesday, September 23, 2020, at 9:00 AM. Bids will be virtually opened and read aloud publicly on the same day at 9:01 AM by going to [bids.oswegoil.org](https://bids.oswegoil.org).

Project Title: Invitation to Bid Water Tower Cleaning  
Bid No. 20-6070-007

Bids must be submitted electronically. All necessary documents are available through the Village's bid portal [www.demandstar.com](http://www.demandstar.com). Downloading documents and submitting Bids requires registration with "DemandStar." If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego account by going to [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp). Instructions for DemandStar can be found on the Village's website [www.oswegoil.org](http://www.oswegoil.org). Hard copy, emailed, or faxed bids will not be accepted.

Infrequent or first-time users of electronic bidding are requested to load their bids 24 hrs. prior to the due date. All technical questions regarding the use of DemandStar must be emailed at least 48 hours before the due date to [cparker@oswegoil.org](mailto:cparker@oswegoil.org). All answers will be provided within 24 hours regarding technical issues within DemandStar.

Bidders are advised of the following requirements of this contract: 1. Applicability of Illinois Prevailing Wage Act, 2. 10% bid security with the bid submittal, 3. performance bond on the award of contract, and 4. labor and material payment bond on award of contract.

Questions regarding this legal notice or the bid package must be in writing and emailed directly to [cparker@oswegoil.org](mailto:cparker@oswegoil.org) until Friday, September 11, 2020, at 12:00 PM local time. Responses will be posted in DemandStar by Tuesday, September 15, 2020, at 10:00 AM local time.

The bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and Village, which may in any manner affect the preparation of bids or the performance of the contract.

Carri Parker  
Purchasing Manager

## SPECIFICATIONS

The Village of Oswego is requesting bids for water tower cleaning within the community according to the specifications contained herein.

The water tower cleaning contract has three primary goals:

1. Improve the appearance of the Village water towers.
2. Remove the mold, mildew and dirt from the water towers without damaging the paint.
3. Provide an inhibitor or barrier to help fight against future mold and mildew on the outside of the water tower.

The requirements listed below are intended for the Contractors to acquaint them with what is required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

### 1. **Scope of Work**

The project includes:

- A. Presoak of each tower applying a solution of one (1) part bleach (or other equivalent cleaning solution) to three (3) parts water to all exterior surfaces of the water tower with a low pressure pump up sprayer to kill all mold and mildew present,
- B. Power wash all exterior surfaces of the water tower in accordance with SSPC-SP 12/NACE No. %, LPWC (1,500 psi maximum),
- C. Final rinse using a mold and mildew inhibitor to aid against the regrowth of mold and mildew.

The Contractor shall use every precaution to protect the existing paint of the water tower from scratching, damaging or marking due to equipment. However, a “touchless” or frictionless procedure that does not touch the water tower paint is preferred.

The Contractor shall not operate any valves, covers, gates, drain any pipes or towers, or otherwise disturb the water system without the express consent of the Director of Public Works.

2. **Tower Locations**

Ogden Falls Tower Address: 378 Ogden Falls Blvd., Oswego, IL Type: Water Spheroid Size: 1,500,000 gallons Height: 164 feet	Hunt Club Tower Address: 700 Cole Ave, Oswego, IL Type: Water Spheroid Size: 1,500,000 gallons Height: 216 feet
Orchard Rd. Tower Address: 6701 Tuscany Trail, Oswego, IL Type: Water Spheroid Size: 1,500,000 gallons Height: 144 feet	Village Center Tower Address: 340 S Madison, Oswego IL Type: Water Spheroid Size: 500,000 gallons Height: 150 feet

3. **Base Bid**

Water Tower cleaning will be paid at the contract unit price per tower.

4. **Optional Bid #1**

It is possible that there are areas where paint may have chipped on the water tower, painting those areas can further prevent rust spots. Contractor shall provide pricing for optional spot painting and touch up painting services while completing the water tower cleaning. This service should include tool grinding, sanding, spot priming and topcoat paint touch up.

Please Note: Ogden Falls water tower needs touch up paint.

5. **Water for Project:**

Water will be provided by the Village at no charge. The Village will provide a hydrant meter to the Contractor. A \$2,000.00 deposit will be required and returned to the Contractor at the end of the project, minus any damage to the meter, if applicable. The reporting of water usage shall be as required by the Public Works Department.

## GENERAL CONDITIONS

### 1. Contractor Qualifications

The Contractor must be experienced in providing said services to local governments. Submitters that cannot demonstrate successful previous experience in the work of the type in this contract will be considered not responsible and will not be considered for award of the contract.

The Contractor must possess (own or rent) and/or assure the availability of sufficient equipment, meeting the requirements that follow, to successfully pursue the work in this contract.

### 2. Work Schedule

*Public Works normal business hours are 7:00 a.m. to 3:00 p.m. Monday through Friday. Water Tower cleaning hours shall be from 7am until 6pm Monday through Friday, or as amended with the approval of the Director of Public Works. The Contractor shall supply a lock to daisy-chain the gate at the end of the day.*

The Contractor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the Village. Requests for exceptions due to extenuating circumstances must be made in writing to the Village within 48 hours of the occurrence. The Village's decision on extenuating circumstances will be final.

Subsequent to the award of the contract, at the commencement of weather conducive to providing these services, a notice to proceed shall be issued. The Contractor shall commence work as soon as possible thereafter.

Work will not be permitted on Sunday or the following legal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve, ½ Day (afternoon)
Christmas Day	

Due to the timing of this project, work shall be prohibited during certain public events in said area.

### 3. Customer Service & Private Property

- Respect for the property is very important. The Contractor should consider specialized equipment to minimize property damage.
- The Contractor shall be responsible for defending and satisfying any claims for driveway or sidewalk damage.

- All driveways or sidewalks in the construction zone should be photographed by the Contractor prior to initiation of work.
- Said photographs will support defense by Contractor against claims for the same.
- Unresolved claims against the Contractor will delay approval of the final payment.

#### 4. **Protection of Property:**

All reasonable precautions will be taken to protect public and private property such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, buildings and other property from undue damage. If the Director determines that the Contractor has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Village or City at the Contractor's expense.

#### 5. **Safety Officer**

- The Contractor shall provide a Safety Officer contact for the Village.
- The Safety Officer shall address all concerns, and communicate resolution to the Village, within a one (1) hour window.

#### 6. **Accident Reporting**

All accidents occurring on the job which damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the communities Police department and to the Public Works Department.

#### 7. **Method of Assignment**

The Village may add, delete, or change the work locations or details of the marking layouts at any time during the work period, with at least two (2) working days prior notice to the Contractor.

#### 8. **Equipment**

All Equipment required to perform the contract is the sole responsibility of the Contractor and should be included in the bid. Multiple mobilizations may be expected and will not be treated like extras.

#### 9. **Traffic Control and Public Safety**

Direction of Operation – When traveling in lanes open to the public traffic, the Contractor's vehicles shall always move with and not against the flow of traffic. These vehicles shall enter and leave work areas in a manner that will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated parking areas.

All equipment shall be maintained in accordance with existing Illinois State Law and shall be supplied with operational amber flashing lights/strobes and have “slow-moving vehicle designators” as required. All vehicles and equipment must be marked to properly identify the Contractor’s company, including phone number and must be visible at all times.

- A. Manual on Uniform Traffic Control Devices.
- B. Regulations of the Department and the Village of Oswego.
- C. Other Federal (including OSHA), State or Municipal acts, statutes, rulings, ordinances, decisions or regulations as might apply.
- D. All subsequent revisions and supplements to the above documents.
- E. The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
- F. The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.
- G. The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to the same.
- H. Work can be completed during late evening or overnight hours when traffic is minimal.

#### 10. **Bid Bond**

Unless specifically waived, each bid shall be accompanied by a bid security in an amount of ten percent (10%) or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier’s check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished the required insurance and bonds. The bid deposit shall become the property of the Village if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.

The bid bond must be scanned and uploaded with the bid documents and the original must be mailed to: Village of Oswego, Attn. Carri Parker, Bid Bond, 100 Parkers Mill, Oswego, IL 60543

#### 11. **Performance, Labor and Material Payment Bonds**

The successful bidder shall furnish at the time of execution of the contract a performance bond for 110% of the contract to guarantee the completion of any work to be performed by the Contractor under the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

The performance bond satisfactory to the Village must be executed by a Surety Company authorized to do business in the State or otherwise secured in a manner satisfactory to the Village. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

The performance, labor and material payment bond must be emailed to [cparker@oswegoil.org](mailto:cparker@oswegoil.org) and the original must be mailed to: Village of Oswego, Attn. Carri Parker, Performance Bond, 100 Parkers Mill, Oswego, IL 60543

In the event that the bidder fails to furnish the bonds within 14 days after notification of the award, then the bid guarantee shall be retained by the Village as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bonds.

#### **12. Retainage During Guarantee Period**

Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.

#### **13. Billing/Invoicing**

All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

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

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

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

#### 14. **Delivery of Materials**

It shall be the Contractor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the Village.

The work described in this specification shall be done with the least inconvenience. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Village.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Village.

#### 15. **Injury to Property**

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due to the Contractor under the Contract; or the Director of Public Works may deduct from any monies due to the Contractor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

#### 16. **Decisions and Explanations by Village**

The Village shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of any or all plans relating to the work and of the specifications, and all questions, as to the acceptable fulfillment of the Contract on the part of the Contractor; and the Village shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract, and such decision and estimate shall be final and conclusive, and such estimate, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of any of the provisions of the specifications, Contracts, or plans will be interpreted by the Village. The decision of the Village will be final.

## INSTRUCTIONS TO BIDDERS

### 1. **Preparation and Submission of Bids:**

- A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount Bid, the prices expressed in written words shall govern.
- B. Each Bidder must submit a complete Bid package, including the following items:
  - a) **Complete Bid Package, and specifically the following pages:**
    - i. **Signed Contract Signature Pages (2)**
    - ii. **Signed Bid Sheet**
    - iii. **Detailed Exception Sheet**
    - iv. **Equipment List**
    - v. **Subcontractors List**
    - vi. **References**
    - vii. **Signed Contractor Bid Agreement**
  - b) **Bid Bond (scanned and mailed)**
- C. Bidders may attach separate sheets to the Bid for the purpose of explanation, exception, alternate Bid and to cover unit prices, if needed.
- D. Bidders may withdraw their Bid either personally or by written request at any time before the hour set for the Bid opening and may resubmit it. No Bid may be withdrawn or modified after the Bid opening except where the award of the contract has been delayed for a period of more than thirty (30) days.
- E. In submitting this Bid, the Bidder further declares that the only person or party interested in the bid as principals are those named herein; and that the Bid is made without collusion with any other person, firm or corporation.
- F. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the Bid he waives all rights to plead a misunderstanding regarding same.
- G. The Bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- H. The Bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
- I. The Bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the Bid or contract as a specific item covered by a lump sum price, and which are not included under the Bid price for other items in the Contract, shall be performed as extra work.

- J. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.
  - K. The Bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.
  - L. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within the time limit specified within the Bid, it is understood and agreed that the completion within the time limit is an essential part of the contract.
  - M. By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
  - N. No Bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
  - O. No Bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
2. **Additional Information Request:** Questions regarding this Bid and specific questions regarding the specifications in this Bid can be emailed to Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email [cparker@oswegoil.org](mailto:cparker@oswegoil.org). Answers will be provided in writing to all potential Bidders; No oral comments will be made to any Bidder as to the meaning of the Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of, and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modifications or additions to the bid documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a Bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive: provided, however, that the Village may waive this requirement if it in its best interest.

3. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.
  - A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Bid cannot include any amounts of money for these taxes.
  - B. To be valid, the Bids shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
  - C. The Village shall reserve the right to add or to deduct from the Alternate Bid any item at the prices indicated in the itemization of the Bid.
  - D. All Bids shall be good for thirty (30) days from the date of the Bid opening.
  - E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages
  
4. **Award of Bid:** The Village reserves the right to reject any or all Bids or packages and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the organization.
  - A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
  - B. The Village has the sole discretion to award the alternate bid based upon the best interest of the Village.
  - C. All awards made in accordance with this Code are final determinations.
  - D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
  - E. In addition to price, the Village will consider:
    - Ability, capacity, and skill to fulfill the contract as specified.
    - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
    - Character, integrity, reputation, judgment, experience, and efficiency.
    - Quality of performance on previous contracts.
    - Previous and existing compliance with laws and ordinances relating to the contract.
    - Sufficiency of financial resources.
    - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
    - Ability to provide future maintenance and service under the contract.
    - Number and scope of conditions attached to the Bid /bid.
    - Record of payments for taxes, licenses or other monies due to the Village.

5. **Rejection of Bids:**
  - A. The Village reserves the right to cancel invitations for Bids or requests for bids without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
  - B. The Village reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible Bidder and to make an award to the response deemed to be the most advantageous to the Village.
  - C. Any Bid not conforming to the specifications or requirements set forth by the Village in the Bid request may be rejected.
  - D. Bids may also be rejected if they are made by a Bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
6. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.
7. **Non-Discrimination:** The Bidder, its employees, and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
8. **Execution of Documents:** The Bidder, in signing the Bid on the whole or any portion of the work, shall conform to the following requirements:
  - A. Bids signed by an individual other than the individual represented in the bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
  - B. Bids that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the Bid, executed by the partners.
  - C. Bids that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
  - D. If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Bid is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or another person with authority.
  - E. Bids received from any listed Contractor in response to an invitation for bids shall be entered on the abstract of Bids and rejected. Bids, quotations, or offers received from any

listed Contractor shall not be evaluated for the award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such bids, quotations, or offers.

## CONTRACT

This contract is entered into this 6 day of October 2020, by and between the Village of Oswego (Village) and DGO Premium Services Co. (Contractor).

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

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

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

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

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

5. **Insurance and Bond Requirements:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, damages to property, and/or other applicable damages that may arise in connection with the performance of work and/or services under this Agreement as follows:

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

insurance shall be provided upon request from the Village during this two-year period.

- B. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Contractor's Obligations - The Contractor shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
  - ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
  - iii. The Contractor shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder.
  - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
  - v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and

amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.

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

anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

4. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.
5. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$500.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
6. **Contract Term:** The contract shall begin upon contract approval and terminate upon completion of the work on or before April 30, 2021.
7. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
  - A. Is not of such a size or nature as to undermine the integrity of the original Bidding process; and
  - B. Is germane to the original contract; and

- C. All change orders are required to be approved by the village board should the original contract amount be exceeded by 20% or \$25,000.
8. **Compliance with Laws and Regulations:** In addition to the Bid and performance bonds set forth above, the Contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Bid bond to the Contractor.
- A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
  - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
  - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
  - D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
9. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an Independent Contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.
10. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by

employees of the Contractor. Every reference in this Contract to “Contractor” shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

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

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

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

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

**CONTRACT SIGNATURES**

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

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

Attest:

By:

\_\_\_\_\_  
*Village President*

\_\_\_\_\_  
*Village Clerk*

**CONTRACTOR:**

By:



\_\_\_\_\_  
*Signature*

Attest:

**Luis Olaguez - President**

**Luis Olaguez - President**

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Witness*



**BID COST SHEET**

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

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

**Water Tower Cleaning**

ITEM NO.	ITEM DESCRIPTION	COST
1	Ogden Falls	\$10,000.00
2	Hunt Club	\$10,000.00
3	Well #11	\$10,000.00
4	Village Center	\$10,000.00

**Optional Bid #1 – Spot Painting and Touch up.**

# Gallons Used	COST
1	
2	
3	
4	

DGO Premium Services Co.

*Company Name*



09/15/2020

*Date*

*Signature of Authorized Representative*

**DETAIL EXCEPTION SHEET**

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

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

Contractor's exceptions are:

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**DGO PREMIUM SERVICES CO.**

**VEHICLE LIST INFORMATION**

NUMBER	VEHICLE	MAKE	YEAR	PLATE
1	CHEVROLET	SILVERADO	2017	2203258 B
2	CHEVROLET	SILVERADO	2017	2203278 B
3	CHEVROLET	SILVERADO	2017	2203277 B
4	CHEVROLET	BOX EXPRES VAN	2017	463016 D
5	CHEVROLET	SILVERADO Ext	2019	2406361 B
6	CHEVY ALL C.	VAN 12000	2006	361545 D
7	GMC GOLD	2500 HD 4X4	2004	2269743 B
8	ISUSU	NPR	1999	108772 F
9	CHEVROLET	SILVERADO	2007	2654937 B
10	GMC	CARGO VAN	2009	265723B
11	TRAILER	WELLS CARGO	2018	332331TB
12	CHEVY GRIS	1500 4x4	2004	2668348B
13	GMC BOX	CUTAWY	2011	450652 D
14	FORD NEGRA	F-250 4X4	2001	2207986 B
15	GMC ROJA	TRUCK 1500 4X4	2003	1880972 B
16	CHEVY GUINDA	1500 4x4	2007	2827294B
17	ISUZU	NPR 7SN	2015	140865F
18	ISUZU	NPR 7SN	2015	141486 F
19	FORD	SUPER DUTY F-450	2016	138428 F
20	FREIGHTLINER	FL-70	2000	134828H
21	HINO	338	2019	172586H
22	CHEVROLET	1500	2018	2660150B
23	CHEVROLET	4500HD	2017	145039F
24	CHEVROLET	Silverado 2500 HD 2DR	2016	1976729
25	STERLING	LT8500	2003	40261R
26	CHEVROLET	4500HD	2017	145037F
27	Public - ATV/UTV	CC: 500	2003	
28	Public - ATV/UTV	CC: 570	2014	
29	Public - ATV/UTV	CC: 550	2002	
30	Public - ATV/UTV	CC: 500	2007	
31	Public - ATV/UTV	CC: 550	2010	
32	Salt Dogg 2000	2000	2005	
33	1500 Poly Vbox Salt Spreader	1500	2007	
34	1500 Poly Vbox Salt Spreader	1500	2006	
35	1500 Poly Vbox Salt Spreader	1500	2007	
36	1500 Poly Vbox Salt Spreader	1500	2006	
37	1500 Poly Vbox Salt Spreader	1500	2004	

## SUBCONTRACTOR LISTING

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

### Subcontractor No. 1

N/A

---

*Business Name*

---

*Address*

*City, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Value of Work*

*Nature of Work*

### Subcontractor No. 2

N/A

---

*Business Name*

---

*Address*

*City, State, Zip Code*

---

*Contact Person*

*Telephone Number*

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*Value of Work*

*Nature of Work*

### Subcontractor No. 3

N/A

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*Business Name*

---

*Address*

*City, State, Zip Code*

---

*Contact Person*

*Telephone Number*

---

*Value of Work*

*Nature of Work*

## REFERENCES

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

### Reference No. 1

City of Des Plaines	
<hr/>	
<i>Business Name</i>	
1111 Joseph Schwab Rd.,	Des Plaines IL 60016
<i>Address</i>	<i>City, State, Zip Code</i>
Tom Bueser	847-391-5470
<i>Contact Person</i>	<i>Telephone Number</i>
2017 to present	Power Wash
<i>Dates of Service</i>	<i>Nature of Work</i>

### Reference No. 2

O'hare Airport	
<hr/>	
<i>Business Name</i>	
11601 W Touhy Avenue	Chicago, IL 60666
<i>Address</i>	<i>City, State, Zip Code</i>
Brian O'Hehir	(773)894-6923
<i>Contact Person</i>	<i>Telephone Number</i>
2014	Power Washing
<i>Dates of Service</i>	<i>Nature of Work</i>

### Reference No. 3

<hr/>	
<i>Business Name</i>	
<hr/>	
<i>Address</i>	<i>City, State, Zip Code</i>
<hr/>	
<i>Contact Person</i>	<i>Telephone Number</i>
<hr/>	
<i>Dates of Service</i>	<i>Nature of Work</i>

## CONTRACTOR BID AGREEMENT

TO:

Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543

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

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

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

DGO Premium Services Co.

---

*Company Name*

---

960 Rand Rd, Suite 106

*Address*

---

Des Plaines, IL, 60016

*City, State, Zip Code*

---

224-578-8648

*Phone Number*

---

lolaguezd@gmail.com

*Email Address*

---

Luis Olaguez

*Printed Name of Authorized Representative*

---

President

*Title*

---



*Signature of Authorized Representative*

---

09/15/2020

*Date*

**AGENDA ITEM**

**MEETING TYPE:** Village Board

**MEETING DATE:** October 6, 2020

**SUBJECT:** Lift Station Electrical Upgrades Contract Award

**ACTION REQUESTED:**

Approval of a Resolution Authorizing the Execution of a Contract with Frank Marshall Electric, Aurora, IL, for the Lift Station Electrical Upgrades for a Portable Generator Connection and the Purchase of Three Portable Generators in the Amount Not to Exceed \$192,601.

**BOARD/COMMISSION REVIEW:**

N/A

**ACTION PREVIOUSLY TAKEN:**

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

**DEPARTMENT:** Public Works

**SUBMITTED BY:** Steve Raasch, Facilities Manager

**FISCAL IMPACT:**

FY2021 Water and Sewer Capital Fund - \$250,000.

**BACKGROUND:**

The five existing lift stations do not have emergency generators. The stations lift sewage from a deep to a shallow pipe so that the gravity sewers do not need to be so deep. In the event of a power outage, Staff would need to rent portable generators or have sewer cleaning companies come to vacuum the lift stations to prevent them from backing up.

We changed the plan to install permanent emergency generators at each site to instead purchase three portable emergency generators, based on cost projection from Strand Associates, who engineered this project.

The portable generators could also be used for Village events, which would reduce the event expense of renting generators.

**DISCUSSION:**

On September 9, 2020, the Village released an Invitation to Bid the Lift Station Electrical Upgrades for a Portable Generator Connection. Bids were due on September 16, 2020, of which staff received one bid from Frank Marshall Electric. The bid consisted of a base bid for all electrical work at 99 Della Lane, 4339 Mill Road, 41 Stonehill Road, Pfund Court, and 24 Penn Court Lift Stations, and an alternate for the purchase of the three Caterpillar XQ60 portable emergency generators.

Staff has determined that Frank Marshall Electric is a responsive bidder, has presented good references and pricing. Frank Marshall Electric has done satisfactory work for the Village in the past.

**RECOMMENDATION:**

Staff recommends the Board authorize a contract with Frank Marshall Electric, Aurora, IL, for the lift station electrical upgrades for a portable generator connection and the purchase of three portable generators in the amount not to exceed \$192,601.

**ATTACHMENTS:**

- Resolution
- Exhibit A – Frank Marshall Electric Contract

**RESOLUTION NO. 20 - R - \_\_\_\_**

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**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH  
FRANK MARSHALL ELECTRIC, AURORA, IL, FOR THE LIFT STATION  
ELECTRICAL UPGRADES FOR A PORTABLE GENERATOR CONNECTION  
AND THE PURCHASE OF THREE PORTABLE GENERATORS IN THE  
AMOUNT NOT TO EXCEED \$192,601.**

---

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

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

**WHEREAS**, the Village desires to upgrade the lift stations to have the ability to connect to a portable generator, and

**WHEREAS**, Frank Marshall Electric, Inc. Aurora, Illinois, is highly qualified in electrical services with plentiful experience, and

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

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

**SECTION 1. INCORPORATION OF RECITALS**

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

**SECTION 2. SUPPORT FOR CONTRACT**

The Village President and Village Board of Trustees hereby approve the contract with Frank Marshall Electric, Inc. Aurora, Illinois, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the contract with Frank Marshall Electric, Inc. Aurora, Illinois in the amount of \$192,601 for the lift station electrical upgrades for a portable generator

connection and the purchase of three portable generators, substantially in the form attached as “Exhibit A”.

**SECTION 3. REPEALER**

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

**SECTION 4. SEVERABILITY**

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

**SECTION 5. EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

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

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
TROY PARLIER, VILLAGE PRESIDENT

\_\_\_\_\_  
Tina Touchette, Village Clerk

STATE OF ILLINOIS        )  
  )  
COUNTY OF KENDALL     )        SS

**CLERK'S CERTIFICATE**  
**(RESOLUTION)**

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH FRANK MARSHALL ELECTRIC, AURORA, IL, FOR THE LIFT STATION ELECTRICAL UPGRADES FOR A PORTABLE GENERATOR CONNECTION AND THE PURCHASE OF THREE PORTABLE GENERATORS IN THE AMOUNT NOT TO EXCEED \$192,601.**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 6<sup>th</sup> day of October 2020, and thereafter approved by the Village President on the 6<sup>th</sup> day of October 2020.

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 6<sup>th</sup> day of October 2020.

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

(Seal)



## INVITATION TO BID

---

<b>Requesting:</b>	Bid(s) For Lift Station Electrical Upgrades for Portable Generator Connection
<b>Issue Date:</b>	September 3, 2020
<b>Pre-Bid Meeting:</b>	N/A
<b>Pre-Bid Meeting Location:</b>	N/A
<b>Last Date for Questions:</b>	Wednesday, September 9, 2020, by 9:00 AM
<b>Addendum Posted:</b>	Friday, September 11, 2020, by 3:00 PM
<b>Proposals Due:</b>	Wednesday, September 16, 2020, at 10:00 a.m.
<b>Submission Portal:</b>	<a href="http://www.demandstar.com">www.demandstar.com</a>
<b>Public Opening:</b>	<a href="http://bids.oswegoil.org">bids.oswegoil.org</a>
<b>Note:</b>	Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply Kendall County

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the Village's website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

**Contact for this proposal:**

Carri Parker, Purchasing Manager in writing at [cparker@oswegoil.org](mailto:cparker@oswegoil.org)

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**LEGAL NOTICE  
INVITATION TO BID THE  
LIFT STATION ELECTRICAL UPGRADES FOR  
PORTABLE GENERATOR CONNECTION**

The Village of Oswego will be accepting sealed bids for the Lift Station Electrical Upgrades for Portable Generator Connection until Thursday, September 16, 2020, at 10:00 AM. Bids will be virtually opened and read aloud publicly on the same day at 10:01 AM by going to [bids.oswegoil.org](http://bids.oswegoil.org).

Project Title: Invitation to Bid the Lift Station Electrical Upgrades for  
Portable Generator Connection  
Proposal No. 20-6070-006

Bids must be submitted electronically. All necessary documents are available through the Village's bid portal [www.demandstar.com](http://www.demandstar.com). Downloading documents and submitting Bids requires registration with "DemandStar." If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego account by going to [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp). Instructions for DemandStar can be found on the Village's website [www.oswegoil.org](http://www.oswegoil.org). Hard copy, emailed or faxed Bids will not be accepted.

Infrequent or first-time users of electronic bidding are requested to load their Bids 24 hrs. prior to due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to [cparker@oswegoil.org](mailto:cparker@oswegoil.org). All answers will be provided within 24 hours regarding technical issues within DemandStar.

Bidders are advised of the following requirements of this contract: 1. Applicability of Illinois Prevailing Wage Act, 2. 10% bid security with the bid submittal, 3. performance bond on the award of contract, and 4. labor and material payment bond on award of contract.

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to [cparker@oswegoil.org](mailto:cparker@oswegoil.org) until Wednesday, September 9, 2020 at 9:00 AM local time. Responses will be posted in DemandStar by Friday, September 11, 2020 at 3:00 PM local time.

The bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and Village which may in any manner affect the preparation of bids or the performance of the contract.

Carri Parker  
Purchasing Manager

## **SPECIFICATIONS**

The requirements listed below are intended for the Contractors to acquaint them with what is required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

The work sites adjacent to any primary and secondary streets, parking lots, and sidewalks located within the boundaries of the Village of Oswego, Illinois.

### **I. DESCRIPTION OF WORK**

Provide electrical upgrades to allow connection of a portable generator at five Village lift stations, and Wells 4, 6, and 10 as noted on the attached drawings and specifications. Bidders are also encouraged to submit an alternate bid to furnish three portable generators as specified herein.

### **II. LOCATION OF WORK**

The electrical upgrades to allow connection of a portable generator at five Village lift stations and three wellhouses as follows:

1. Herrens Run Lift Station - 99 Della Lane
2. River Mist Lift Station - 4339 Mill Road
3. Stonehill Lift Station - 41 Stonehill Road
4. Walgreens Lift Station - Pfund Court
5. Penn Court Lift Station - 24 Penn Court
6. Well No. 4 - 401 Chicago Road
7. Well No. 6 - 245 Lennox Drive
8. Well No. 10 - 700 Cole Avenue

### **III. SCOPE OF WORK**

Base Bid: Provide electrical upgrades to allow connection of a portable generator at five Village lift stations and to provide electric supply to a portable generator's auxiliary loads at three Village well houses as noted on the drawings and specifications included with this invitation to bid.

Alternative Bid No. 1: Bidders are also encouraged to submit an alternate bid to furnish three portable generators as specified in Specification Section 26 32 13 - Standby Power Systems - Portable (Alternative Bid No. 1), including delivery of all three standby generators free on board Oswego, off-loading at the Village Public Works Facility at 100 Theodore Drive, Oswego, IL

60543, and all specified start-up, testing, and training services.

Technical Specifications can be found in Appendix A.

## GENERAL CONDITIONS

### 1. Contractor Qualifications

The Contractor must be experienced in providing said services to local governments. Submitters that cannot demonstrate successful previous experience in the work of the type in this contract will be considered not responsible and will not be considered for award of the contract.

The Contractor must possess (own or rent) and/or assure the availability of sufficient equipment, meeting the requirements that follow, to successfully pursue the work in this contract.

### 2. Work Schedule

The Contractor shall complete the work required as soon as practicable. The only exception to this requirement will be extenuating circumstances as may be accepted by the Village. Requests for exceptions due to extenuating circumstances must be made in writing to the Village within 48 hours of the occurrence. The Village's decision on extenuating circumstances will be final.

Subsequent to the award of the contract, at the commencement of weather conducive to providing these services, a notice to proceed shall be issued. The Contractor shall commence work as soon as possible thereafter.

Work will not be permitted on Sunday or the following legal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve, ½ Day (afternoon)
Christmas Day	

Due to the timing of this project, work shall be prohibited during certain public events in said area.

### 3. Customer Service & Private Property

- Respect for the property is very important. The Contractor should consider specialized equipment to minimize property damage.
- The Contractor shall be responsible for defending and satisfying any claims for driveway or sidewalk damage.
  - All driveways or sidewalks in the construction zone should be photographed by the Contractor prior to initiation of work.
  - Said photographs will support defense by Contractor against claims for the same.
  - Unresolved claims against the Contractor will delay approval of the final payment.

4. **Safety Officer**

- The Contractor shall provide a Safety Officer contact for the Village.
- The Safety Officer shall address all concerns, and communicate resolution to the Village, within a one (1) hour window.

5. **Method of Assignment**

The Village may add, delete, or change the work locations or details of the marking layouts at any time during the work period, with at least two (2) working days prior notice to the Contractor.

6. **Equipment**

All Equipment required to perform the contract is the sole responsibility of the Contractor and should be included in the bid. Multiple mobilizations may be expected and will not be treated like extras.

7. **Traffic Control and Public Safety**

The purpose of this contract is to provide for the safe and continuous maintenance of traffic through the locations where services are being performed and to minimize accidents and accident severity while at the same time minimizing inconvenience to the traveling public and the Contractor.

All work shall be performed in accordance with IDOT Special Provision for Flaggers in Work Zones (LRS4), if applicable.

Normal rush hour traffic conditions are from 6:30 a.m. to 9:00 a.m., and 3:30 p.m. to 6:30 p.m. on certain high-volume roads. Work performed during these times will be restricted to secondary roads not subject to significant rush hour peaks. The Village shall determine which locations are subject to the above restrictions.

The Contractor shall be solely responsible for all accidents and/or damage to persons and/or property that may result from the Contractor's operations.

Direction of Operation – When traveling in lanes open to the public traffic, the Contractor's vehicles shall always move with and not against the flow of traffic. These vehicles shall enter and leave work areas in a manner that will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated parking areas.

All equipment shall be maintained in accordance with existing Illinois State Law and shall be supplied with operational amber flashing lights/strobes and have "slow-moving vehicle designators" as required. All vehicles and equipment must be marked to properly identify the Contractor's company, including phone number and must be visible at all times.

- A. Manual on Uniform Traffic Control Devices.
- B. Regulations of the Department and the Village of Oswego.
- C. Other Federal (including OSHA), State or Municipal acts, statutes, rulings, ordinances, decisions or regulations as might apply.
- D. All subsequent revisions and supplements to the above documents.
- E. The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
- F. The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.
- G. The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to the same.

#### 8. **Bid Bond**

Unless specifically waived, each bid shall be accompanied by a bid security in an amount of ten percent (10%) or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier's check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished the required insurance and bonds. The bid deposit shall become the property of the Village if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.

The bid bond must be uploaded with the bid documents and the original must be mailed to: Village of Oswego, Attn. Carri Parker, Bid Bond, 100 Parkers Mill, Oswego, IL 60543

#### 9. **Performance, Labor and Material Payment Bonds**

The successful bidder shall furnish at the time of execution of the contract a performance bond for 110% of the contract to guarantee the completion of any work to be performed by the Contractor under the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

The performance bond satisfactory to the Village must be executed by a Surety Company authorized to do business in the State or otherwise secured in a manner satisfactory to the Village. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

The performance, labor and material payment bond must be emailed to cparker@oswegoil.org and the original must be mailed to: Village of Oswego, Attn. Carri Parker, Performance Bond, 100 Parkers Mill, Oswego, IL 60543

In the event that the bidder fails to furnish the bonds within 14 days after notification of the award, then the bid guarantee shall be retained by the Village as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the Village will sustain due to the bidder's failure to furnish the bonds.

#### 10. **Retainage During Guarantee Period**

Out of the amount representing the total amount due upon completion of work in any month, the Village shall deduct ten percent (10%) and shall hold such sum for a guarantee period which shall expire not less than ninety (90) days after the completion of the last work done in the Contract Work Period of each year.

#### 11. **Billing/Invoicing**

All billing and invoicing will be at the completion of the job with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

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

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

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

#### 12. **Delivery of Materials**

It shall be the Contractor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the Village.

The work described in this specification shall be done with the least inconvenience. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Village.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced to the satisfaction of the Village.

### **13. Injury to Property**

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, his employees or agents, the Contractor shall, at his own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, or shall make good such damage in a satisfactory manner; and in case of failure on the part of the Contractor to promptly so restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due to become due to the Contractor under the Contract; or the Director of Public Works may deduct from any monies due to the Contractor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

### **14. Decisions and Explanations by Village**

The Village shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of any or all plans relating to the work and of the specifications, and all questions, as to the acceptable fulfillment of the Contract on the part of the Contractor; and the Village shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract, and such decision and estimate shall be final and conclusive, and such estimate, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of any of the provisions of the specifications, Contracts, or plans will be interpreted by the Village. The decision of the Village will be final.

## INSTRUCTIONS TO BIDDERS

### 1. **Preparation and Submission of Bids:**

- A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount Bid, the prices expressed in written words shall govern.
- B. Each Bidder must submit the following items:
  - a) **Complete Bid Package, including:**
    - i. **Signed Contract**
    - ii. **Signed Bid Sheet**
    - iii. **Detailed Exception Sheet**
    - iv. **Equipment List**
    - v. **Subcontractors List**
    - vi. **References**
    - vii. **Signed Contractor Bid Agreement**
  - b) **Bid Bond (scanned and mailed)**
  - c) **Addendum(s), if any**
- C. Bidders may attach separate sheets to the Bid for the purpose of explanation, exception, alternate Bid and to cover unit prices, if needed.
- D. Bidders may withdraw their Bid either personally or by written request at any time before the hour set for the Bid opening and may resubmit it. No Bid may be withdrawn or modified after the Bid opening except where the award of the contract has been delayed for a period of more than thirty (30) days.
- E. In submitting this Bid, the Bidder further declares that the only person or party interested in the bid as principals are those named herein; and that the Bid is made without collusion with any other person, firm or corporation.
- F. The Bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the Bid he waives all rights to plead a misunderstanding regarding same.
- G. The Bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- H. The Bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
- I. The Bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the Bid or contract as a specific item covered by a lump sum price, and which are not included under the Bid price for other items in the Contract, shall be performed as extra work.

- J. The Bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.
  - K. The Bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.
  - L. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within the time limit specified within the Bid, it is understood and agreed that the completion within the time limit is an essential part of the contract.
  - M. By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
  - N. No Bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
  - O. No Bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
2. **Additional Information Request:** Questions regarding this Bid and specific questions regarding the specifications in this Bid can be emailed to Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email [cparker@oswegoil.org](mailto:cparker@oswegoil.org). Answers will be provided in writing to all potential Bidders; No oral comments will be made to any Bidder as to the meaning of the Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of, and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modifications or additions to the bid documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a Bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive: provided, however, that the Village may waive this requirement if it in its best interest.

3. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and Bid. Failure to make such investigation and

preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Bid cannot include any amounts of money for these taxes.
  - B. To be valid, the Bids shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
  - C. The Village shall reserve the right to add or to deduct from the Alternate Bid any item at the prices indicated in the itemization of the Bid.
  - D. All Bids shall be good for thirty (30) days from the date of the Bid opening.
  - E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages
4. **Award of Bid:** The Village reserves the right to reject any or all Bids or packages and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the organization.
- A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
  - B. The Village has the sole discretion to award the alternate bid based upon the best interest of the Village.
  - C. All awards made in accordance with this Code are final determinations.
  - D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
  - E. In addition to price, the Village will consider:
    - Ability, capacity, and skill to fulfill the contract as specified.
    - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
    - Character, integrity, reputation, judgment, experience, and efficiency.
    - Quality of performance on previous contracts.
    - Previous and existing compliance with laws and ordinances relating to the contract.
    - Sufficiency of financial resources.
    - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
    - Ability to provide future maintenance and service under the contract.
    - Number and scope of conditions attached to the Bid /bid.
    - Record of payments for taxes, licenses or other monies due to the Village.

5. **Rejection of Bids:**

- A. The Village reserves the right to cancel invitations for Bids or requests for bids without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Village reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible Bidder and to make an award to the response deemed to be the most advantageous to the Village.
- C. Any Bid not conforming to the specifications or requirements set forth by the Village in the Bid request may be rejected.
- D. Bids may also be rejected if they are made by a Bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

6. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

7. **Non-Discrimination:** The Bidder, its employees, and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

8. **Execution of Documents:** The Bidder, in signing the Bid on the whole or any portion of the work, shall conform to the following requirements:
- A. Bids signed by an individual other than the individual represented in the bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
  - B. Bids that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the Bid, executed by the partners.
  - C. Bids that are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
  - D. If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Bid is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or another person with authority.
  - E. Bids received from any listed Contractor in response to an invitation for bids shall be entered on the abstract of Bids and rejected. Bids, quotations, or offers received from any listed Contractor shall not be evaluated for the award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such bids, quotations, or offers.

## CONTRACT

This contract is entered into this 6th day of October 2020, by and between the Village of Oswego (Village) and Frank Marshall Electric (Contractor).

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

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

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

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

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

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

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

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

- B. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Contractor's Obligations - The Contractor shall have the following obligations with regard to required insurance under the Agreement:
- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
  - ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
  - iii. The Contractor shall provide immediate notice to the Village upon the cancellation of any insurance policy or policies required hereunder.
  - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
  - v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.

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

4. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.
5. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$500.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
6. **Engineer:** The Engineer on this project is Strand Associates, Inc. (Strand). During construction, Strand will review shop drawings, respond to requests for information, and make two site visits. The Contractor shall indemnify the Engineer in the same manner as the Village is indemnified as stated above. The Engineer shall also be provided with a Certificate of Insurance and endorsements confirming the Engineer as an Additional Insured as the same manner as the Village stated above.
7. **Contract Term:** The contract shall begin upon contract approval and terminate upon completion of work.
8. **Change Orders:** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
  - A. Is not of such a size or nature as to undermine the integrity of the original Bidding process; and
  - B. Is germane to the original contract; and

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

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

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

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

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

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

**CONTRACT SIGNATURES**

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

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

Attest:

By: \_\_\_\_\_  
*Village President*

\_\_\_\_\_  
*Village Clerk*

**CONTRACTOR:**

By:   
\_\_\_\_\_  
*Signature*

Attest:

  
\_\_\_\_\_  
*Witness*

**ADAM MARSHALL MANAGING MEMBER**  
*Print Name and Title*

**BID COST SHEET**

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

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

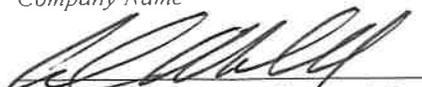
**TOTAL COST:**

Location	Cost
Herrens Run Lift Station - 99 Della Lane	\$ 3,836.00
River Mist Lift Station - 4339 Mill Road	\$ 3,836.00
Stonehill Lift Station - 41 Stonehill Road	\$ 6,273.00
Walgreens Lift Station - Pfund Court	\$ 7,431.00
Penn Court Lift Station - 24 Penn Court	\$ 3,836.00
Well No. 4 - 401 Chicago Road	\$ 850.00
Well No. 6 - 245 Lennox Drive	\$ 850.00
Well No. 10 - 700 Cole Avenue	\$ 850.00
<b>TOTAL PROJECT COST</b>	<b>\$ 27,762.00</b>

Alternative Bid No.1 Cost (three portable generators FOB Oswego per Specification 26 32 13, including off-loading and all start-up, testing, and training services)	\$ 164,839.00
Alternative Bid No.1 Manufacturer	CATERPILLAR
Alternative Bid No.1 Model Number	XQ60

**FRANK MARSHALL ELECTRIC**

Company Name

  
 Signature of Authorized Representative

9/16/20  
 Date

**DETAIL EXCEPTION SHEET**

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

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

Contractor's exceptions are:

NONE

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### SUBCONTRACTOR LISTING

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

#### Subcontractor No. 1

<b>NONE</b>	
<i>Business Name</i>	
<i>Address</i>	<i>City, State, Zip Code</i>
<i>Contact Person</i>	<i>Telephone Number</i>
<i>Value of Work</i>	<i>Nature of Work</i>

#### Subcontractor No. 2

<i>Business Name</i>	
<i>Address</i>	<i>City, State, Zip Code</i>
<i>Contact Person</i>	<i>Telephone Number</i>
<i>Value of Work</i>	<i>Nature of Work</i>

#### Subcontractor No. 3

<i>Business Name</i>	
<i>Address</i>	<i>City, State, Zip Code</i>
<i>Contact Person</i>	<i>Telephone Number</i>
<i>Value of Work</i>	<i>Nature of Work</i>

### REFERENCES

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

#### Reference No. 1

VILLAGE OF OSWEGO  
*Business Name*

100 PARKERS MILL OSWEGO, IL 60543  
*Address* *City, State, Zip Code*

TIM ZASADA 779-230-0537  
*Contact Person* *Telephone Number*

CURRENT WELL 6&8 UPGRADES  
*Dates of Service* *Nature of Work*

#### Reference No. 2

FOX METRO WATER RECLAMATION DISTRICT  
*Business Name*

682 ROUTE 31 OSWEGO, IL 60543  
*Address* *City, State, Zip Code*

MIKE PETERSEN 630-857-6083  
*Contact Person* *Telephone Number*

2018 MULTIPE PROJECTS  
*Dates of Service* *Nature of Work*

#### Reference No. 3

RUSH COPLEY MEMORIAL HOSPITAL  
*Business Name*

2000 OGDEN AVENUE AURORA, IL 60504  
*Address* *City, State, Zip Code*

RODNEY HORTON 630-859-1000  
*Contact Person* *Telephone Number*

CURRENT MULTIPLE PROJECTS  
*Dates of Service* *Nature of Work*

### CONTRACTOR BID AGREEMENT

TO:  
Village of Oswego  
100 Parkers Mill  
Oswego, IL 60543

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

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

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

ADAM MARSHALL  
*Printed Name of Contractor*

FRANK MARSHALL ELECTRIC  
*Company Name*

1043 OLIVER AVENUE      AURORA, IL 60506  
*Address*      *City, State, Zip Code*

630-892-2942      adam@fme-inc.com  
*Phone Number*      *Email Address*

ADAM MARSHALL      MANAGING MEMBER  
*Printed Name of Authorized Representative*      *Title*

      9/16/20  
*Signature of Authorized Representative*      *Date*

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Frank Marshall Electric Midwest, LLC.

1043 Oliver Avenue Aurora, IL 60506

as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company

P.O. Box 712 Des Moines, IA 50306-0712

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Oswego

100 Parkers Mill Oswego, IL 60543

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Lift Stations Backup Generator Feeds.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of September, 2020

Bruce C. Lewis  
(Witness)

Frank Marshall Electric Midwest, LLC.

(Principal)

(Seal)

By: Adam Marshall

ADAM MARSHALL

MANAGING

MEMBER  
(Title)

Employers Mutual Casualty Company

(Surety)

(Seal)

By: Vicki L. Broaddus

Attorney-in-Fact

Vicki L. Broaddus

(Title)



STATE OF Illinois

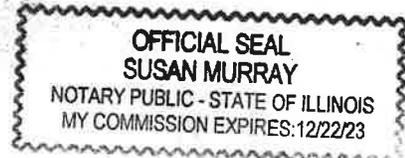
COUNTY OF Cook

I, Susan Murray Notary Public of Cook County,  
 in the State of Illinois, do hereby certify that Vicki L. Broaddus  
 Attorney-in-Fact, of the Employers Mutual Casualty Company  
 who is personally known to me to be the same person whose name is  
 subscribed to the foregoing instrument, appeared before me this day in person, and  
 acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Employers Mutual Casualty Company  
 for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine  
 in said County, this 16th day of September A.D., 2020

Susan Murray  
 Notary Public Susan Murray

My Commission expires: December 22, 2023



### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

**KNOW ALL MEN BY THESE PRESENTS, that:**

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Vicki L. Broaddus**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond  
 Principal : Frank Marshall Electric Midwest, LLC.  
 Oblige : Village of Oswego

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

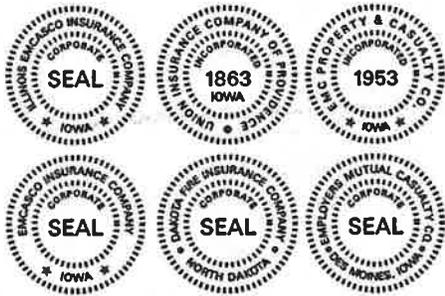
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



*Bruce G. Kelley*

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

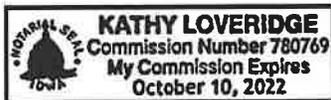
*Todd Strother*

Todd Strother, Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

*Kathy Loveridge*  
Notary Public in and for the State of Iowa



### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of September, 2020.

*J D Clough*  
Vice President

**Village of Oswego  
Bill List  
October 6, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
<b>General Fund:</b>				
Corporate:				
1001100	Ahead Of Our Time Publishing	Subscription Dues	500.00	
1001100	Amazon.com	Ethernet Cable, Mouse Pad, Mouse	21.54	
1001100	Amazon.com	HDMI Cables for Atrium	25.97	
1001100	Amazon.com	SDI to HDMI Converter	79.69	
1001100	Amazon.com	Tripod for Thermometers	69.95	
1001100	Amazon.com	USB Wall Plugs, Wall Thermometer	539.53	
1001100	Amazon.com	Velcro for TV in Atrium	22.92	
1001100	Amazon.com	Wall Thermometer	138.63	
1001100	Amazon.com	Webcam, Tripod for CR	54.98	
1001100	American Planning Association	Economic Development Director Job Posting	295.00	
1001100	Ancel, Glink, Diamond, Bush, DiCianni	Legal Services	1,305.00	
1001100	Azavar Audit Solutions	Cable Audit-Oct 2020	41.29	
1001100	Azavar Audit Solutions	Electric Audit-Oct 2020	77.71	
1001100	Azavar Audit Solutions	Telecom Audit-Oct 2020	34.60	
1001100	Azavar Audit Solutions	Cable Audit-Aug 2020	454.21	
1001100	Azavar Audit Solutions	Electric Audit-Sept 2020	77.71	
1001100	Azavar Audit Solutions	Sales Tax Audit-Aug 2020	1,347.29	
1001100	Azavar Audit Solutions	Telecom Audit-Sept 2020	34.60	
1001100	Chicago Water & Fire Restoration	PD - Covid Disinfecting	2,000.00	
1001100	CMRS-PBP	Postage Meter Deposit	85.84	
1001100	Crown Trophy	Golden Shoe Award Trophy	15.00	
1001100	Discovery Benefits	FSA Monthly Invoices	88.20	
1001100	Emergent Safety Supply	Sanitizer and Wipes	4,676.80	
1001100	Floral Expressions	Get Well Flowers	27.99	
1001100	Global Industrial	Hand Sanitizer Refills	1,620.45	
1001100	Global Industrial	PD-Case of Hand Sanitizer Refills	108.03	
1001100	ICMA	Unite Conference Registration	199.00	
1001100	ICSC	ICSC Virtual Conference	500.00	
1001100	IL Economic Development Association	Economic Director Job Posting	325.00	
1001100	IL Fox Valley SHRM	August SHRM Meeting	10.00	
1001100	ILCMA	ILCMA Ad for ED Director	50.00	
1001100	Illinois State Police	LCC-Livescan FE App NCJ	500.00	
1001100	Imperial Service Systems	PD - COVID - 4 Extra Days of Cleaning	950.00	
1001100	Imperial Service Systems	PW - COVID - 4 Extra Days of Cleaning	238.00	
1001100	Imperial Service Systems	VH - COVID 19 - 8 Extra Days of Cleaning	1,106.00	
1001100	Imperial Service Systems	PD - COVID 4 Extra Days of Cleaning in July	950.00	
1001100	Imperial Service Systems	PW - COVID 4 Extra Days of Cleaning in July	238.00	
1001100	Imperial Service Systems	VH - COVID - 8 Extra Days of Cleaning	1,106.00	
1001100	IPBC	IPBC Health Insurance	9,496.74	
1001100	IPBC	IPBC Health Insurance	41.43	
1001100	IPBC	IPBC Health Insurance	668.70	
1001100	IPELRA	Diversity Training Webinar	99.00	
1001100	IPRF	Workers Compensation Insurance	857.07	
1001100	IPRF	Workers Compensation Insurance	857.07	
1001100	Just Safety, LTD.	Restock Safety Supplies	44.40	
1001100	Kendall County Food	Memorial Donation, JH	100.00	
1001100	Mahoney, Silverman, & Cross, LLC	Legal Services	1,060.00	
1001100	Meijer, INC.	Water for Employee Luncheon	3.99	
1001100	Meijer, INC.	Water for Meeting	3.99	
1001100	Menards, INC.	Spray Bottles	24.00	
1001100	N M Tripp Insurance	Notary Bond Renewal	51.06	
1001100	NOVAtime	Payroll Services	473.63	
1001100	Oswego Chamber Of Commerce	2020 Annual Dinner	120.00	
1001100	Oswego Chamber Of Commerce	Employee Service Award, LK	100.00	
1001100	Oswegoland Seniors	Senior Center Funding	11,000.00	
1001100	Oswegoland Seniors	Senior Center Funding	11,000.00	
1001100	Ottosen DiNolfo Hasenbalg & Castaldo	Legal Services	8,772.83	
1001100	Ottosen DiNolfo Hasenbalg & Castaldo	Legal Services	19.70	
1001100	Ottosen DiNolfo Hasenbalg & Castaldo	Legal Services	663.00	
1001100	Ottosen DiNolfo Hasenbalg & Castaldo	Legal Services	4,967.50	
1001100	Ottosen DiNolfo Hasenbalg & Castaldo	Legal Services	507.00	
1001100	Ottosen DiNolfo Hasenbalg & Castaldo	Legal Services	2,086.50	
1001100	Panera Bread	Employee Committee Lunches	285.38	
1001100	Panera Bread	Employee Committee Lunches	143.71	
1001100	Panera Bread	Employee Committee Lunches	144.62	
1001100	Pitney Bowes	Purchase Power Account	50.00	
1001100	Ron Westphal Chevrolet	Annexation Rebate 2019	1,363.04	

**Village of Oswego  
Bill List  
October 6, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1001100	Shaw Suburban Media	Legal Advertising, COVID	210.00	
1001100	Shaw Suburban Media	Legal Advertising, COVID	134.54	
1001100	Shaw Suburban Media	Legal Notices, COVID Grants	407.00	
1001100	Shaw Suburban Media	Legal Notices, COVID Grants	130.82	
1001100	Sheffield Supply & Equipment	2000 Disposable Masks	900.00	
1001100	Special Olympics IL	Employee Service Award Donation	75.00	
1001100	Toshiba Financial Services	Copy Machines-Lease	126.00	
1001100	Verizon Wireless	Cell Phones	50.35	
1001100	Verizon Wireless	Data Devices	92.96	
1001100	Verizon Wireless	iPads & Data Devices	77.60	
1001100	Walgreen's	Spot Bonus Cards	329.70	
1001100	Warehouse Direct	Copy Paper, Envelopes, Rubber Bands, Boxes	23.82	
1001100	Warehouse Direct	Nitrile Gloves	98.40	
1001100	Warehouse Direct	Nitrile Gloves	239.76	
1001100	Warehouse Direct	TP, Paper Towels, Z-Fold Towels	636.41	
1001100	Zoom Video Communications	Web Conference Software	319.90	

Corporate Total: **78,771.55**

Community Relations:

1002000	Chicago Tribune	Beacon Subscription	27.72	
1002000	Chicago Tribune	Beacon Subscription	27.72	
1002000	Harper College	Intro to Excel Course	239.00	
1002000	IPBC	IPBC Health Insurance	1,277.17	
1002000	IPBC	IPBC Health Insurance	11.84	
1002000	IPBC	IPBC Health Insurance	58.64	
1002000	IPRF	Workers Compensation Insurance	257.12	
1002000	IPRF	Workers Compensation Insurance	257.12	
1002000	Kendall Co NOW	Online Subscription	6.99	
1002000	MailChimp	Email Marketing Subscription	84.99	
1002000	Service Printing Corp	Fall Newsletter Printing	2,726.00	
1002000	Toshiba Financial Services	Copy Machines-Lease	63.00	
1002000	Verizon Wireless	iPads & Data Devices	60.48	
1002000	Warehouse Direct	Copy Paper, Envelopes, Rubber Bands, Boxes	7.94	
1002000	WebLinx, INC.	Website Hosting and Maintenance	350.00	

Community Relations Total: **5,455.73**

Building & Permitting:

1002500	CMRS-PBP	Postage Meter Deposit	207.14	
1002500	IPBC	IPBC Health Insurance	9,301.22	
1002500	IPBC	IPBC Health Insurance	37.52	
1002500	IPBC	IPBC Health Insurance	731.60	
1002500	IPRF	Workers Compensation Insurance	857.07	
1002500	IPRF	Workers Compensation Insurance	857.07	
1002500	Kendall County Recorders	Lien Release 68 Seton Creek Dr	67.00	
1002500	Toshiba Financial Services	Copy Machines-Lease	102.00	
1002500	Verizon Wireless	Cell Phones	142.63	
1002500	Verizon Wireless	iPads & Data Devices	125.88	
1002500	Vision Service Plan	Vision Insurance-Retirees	13.34	
1002500	Warehouse Direct	Copy Paper, Envelopes, Rubber Bands, Boxes	27.79	

Building & Permitting Total: **12,470.26**

Development Services:

1003000	Arro Laboratory, INC	Orchard Way Lot 12, Coliform Samples	40.00	
1003000	Arro Laboratory, INC	Orchard Way Lot 12, Coliform Samples	40.00	
1003000	Cirone, Dominick	PZC Meeting Attendance 9.10.20	25.00	
1003000	CMRS-PBP	Postage Meter Deposit	110.36	
1003000	Guist, Thomas	PZC Meeting Attendance 9.10.20	25.00	
1003000	IPBC	IPBC Health Insurance	3,425.95	
1003000	IPBC	IPBC Health Insurance	23.68	
1003000	IPBC	IPBC Health Insurance	226.44	
1003000	IPRF	Workers Compensation Insurance	457.10	
1003000	IPRF	Workers Compensation Insurance	457.10	
1003000	Kuhn, Rick	PZC Meeting Attendance 9.10.20	25.00	
1003000	Ottosen DiNolfo Hasenbalg & Castaldo	Legal Services	253.30	
1003000	Ottosen DiNolfo Hasenbalg & Castaldo	Email: Annexation Emerson Creek	19.50	
1003000	Pajor, Charles	PZC Meeting Attendance 9.10.20	25.00	
1003000	Stine, Rebecca	PZC Meeting Attendance 9.10.20	25.00	
1003000	Toshiba Financial Services	Copy Machines-Lease	63.00	
1003000	Verizon Wireless	Cell Phones	50.35	

**Village of Oswego  
Bill List  
October 6, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1003000	Verizon Wireless	iPads & Data Devices	18.46	
1003000	Vesco Reprographic	Plotter Paper, 4 Rolls	191.88	
1003000	Warehouse Direct	Copy Paper, Envelopes, Rubber Bands, Boxes	120.75	
			Development Services Total:	<b>5,622.87</b>
Economic Development:				
1003500	IPBC	IPBC Health Insurance	1,488.78	
1003500	IPBC	IPBC Health Insurance	5.92	
1003500	IPBC	IPBC Health Insurance	101.26	
1003500	IPRF	Workers Compensation Insurance	114.28	
1003500	IPRF	Workers Compensation Insurance	114.28	
1003500	Kendall County Recorders	Recording Documents	67.00	
1003500	Toshiba Financial Services	Copy Machines-Lease	63.00	
1003500	Verizon Wireless	Cell Phones	50.35	
1003500	Verizon Wireless	iPads & Data Devices	17.79	
1003500	Warehouse Direct	Copy Paper, Envelopes, Rubber Bands, Boxes	3.97	
			Economic Development Total:	<b>2,026.63</b>
Finance:				
1004000	CMRS-PBP	Postage Meter Deposit	222.25	
1004000	Eastern Illinois University	IMTA Membership Renewal	100.00	
1004000	Gateway Svcs	CC Processing-Operating	25.80	
1004000	IPBC	IPBC Health Insurance	4,675.19	
1004000	IPBC	IPBC Health Insurance	22.79	
1004000	IPBC	IPBC Health Insurance	398.34	
1004000	IPRF	Workers Compensation Insurance	685.66	
1004000	IPRF	Workers Compensation Insurance	685.66	
1004000	Matrix NPC Merchant	CC Processing-Operating	1,321.28	
1004000	Sikich LLP	Auditing Services for FY20	3,800.00	
1004000	Target	Printer Ink Cartridge	29.15	
1004000	Toshiba Financial Services	Copy Machines-Lease	63.00	
1004000	Verizon Wireless	Data Devices	20.02	
1004000	Vision Service Plan	Vision Insurance-Retirees	19.34	
1004000	Warehouse Direct	Copy Paper, Envelopes, Rubber Bands, Boxes	27.78	
			Finance Total:	<b>12,096.26</b>
Information Technologies:				
1004500	Amazon.com	Credit for Returned Ethernet Cable	-5.99	
1004500	Amazon.com	Ethernet Cable, Mouse Pad, Mouse	94.59	
1004500	Amazon.com	Webcam, Tripod for CR	32.91	
1004500	Amazon.com	Wireless Mouse, Telephone Cables, Credit	-26.16	
1004500	Call One	Phone Service	4,931.04	
1004550	Clifford-Wald	Canon iPF 785 MFP Renewal	2,776.00	
1004500	Cognito, LLC	Monthly Subscription	99.00	
1004500	Comcast Corporation	Internet & Connection to Building	5,570.66	
1004500	Granicus, LLC	Government Transparency Suite	5,105.09	
1004500	Granicus, LLC	Govt Transparency Suite	5,105.14	
1004500	Granicus, LLC	Granicus - Website Design	650.00	
1004500	Granicus, LLC	Granicus - Website Design	250.00	
1004500	IPBC	IPBC Health Insurance	2,977.57	
1004500	IPBC	IPBC Health Insurance	11.84	
1004500	IPBC	IPBC Health Insurance	202.52	
1004500	IPELRA	Supervisor Training, JR	159.00	
1004500	IPRF	Workers Compensation Insurance	114.28	
1004500	IPRF	Workers Compensation Insurance	114.28	
1004500	Netwrix	Netwrix Auditor for Office 365 - Subscription	2,654.40	
1004500	SeeClickFix	See-Click-Fix License	3,826.50	
1004500	Survey Monkey	Annual Subscription	384.00	
1004500	Team Viewer GMBH	License Renewal	1,446.00	
1004500	TextMagic	Texting Server Solution	10.00	
1004500	Toshiba Financial Services	Copy Machines-Lease	426.00	
1004500	Verizon Wireless	Cell Phones	717.17	
1004500	Verizon Wireless	Data Devices	60.06	
1004500	Verizon Wireless	iPads & Data Devices	190.07	
1004500	Warehouse Direct	Copy Paper, Envelopes, Rubber Bands, Boxes	3.97	
1004500	WatchGuard Video	WatchGuard SaaS Software	2,640.00	
			Information Technologies Total:	<b>40,519.94</b>

Police:

**Village of Oswego  
Bill List  
October 6, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1005030	Bag-a-Nut/Ammo Up	18" Brass Collector for Range	515.19	
1005030	Barcode Factory	Evidence Supplies	71.02	
1005030	Brownells, INC.	6 Cases Cotton Applicators for Cleaning	89.97	
1005030	Buona Beef	Meal-Juvenile Interrogation	14.50	
1005030	College Of DuPage	Background Investigation Class	447.00	
1005030	Comcast Corporation	Monthly TV Adapter	106.66	
1005030	CTS Language Link	Interpretation Services for PD	27.00	
1005030	Dark Angel Medical	D.A.R.K. Trauma Kits for Range	328.08	
1005030	Developmental Services	Range Ready Targets	465.87	
1005030	Dunkin Donuts	Meal-Juvenile Interrogation	6.98	
1005030	Elvin, Ron	Police Commission Meetings	25.00	
1005030	FBI Academy	2020 Connecting Leaders Conference	99.00	
1005040	Fleet Safety Supply	Red/Blue LED, Strobe Tube	327.31	
1005040	Fox Valley Trophy & Awards	CSO Lach Retirement Shadow Box	65.00	
1005030	Hahn, Jeff	Police Commission Meetings	25.00	
1005030	Home Depot	Replacement Cart Tire	21.98	
1005030	IACP	2020 Conference Virtual Training Event	200.00	
1005030	IACP	2020 Conference Virtual Training Event	200.00	
1005040	IACP	2020 Conference Virtual Training Event	200.00	
1005030	ILEAS	2020 Annual Dues	240.00	
1005030	Innocorp, Ltd	Fatal Vision ACG Kit (Grant)	18.00	
1005030	IPBC	IPBC Health Insurance	45,312.07	
1005030	IPBC	IPBC Health Insurance	165.24	
1005030	IPBC	IPBC Health Insurance	2,427.78	
1005040	IPBC	IPBC Health Insurance	49,347.46	
1005040	IPBC	IPBC Health Insurance	201.28	
1005040	IPBC	IPBC Health Insurance	2,791.08	
1005030	IPRF	Workers Compensation Insurance	7,368.80	
1005030	IPRF	Workers Compensation Insurance	7,368.80	
1005030	Kendall County Assoc of Chiefs of Police	KCACP September Meeting Fee	32.00	
1005030	Krentz, Salfisberg & Swanson Haggard	Admin Adjudication Hearing Officer Fee	150.00	
1005030	NAFI	Annual Membership Dues	55.00	
1005040	NEMRT	32 Hr Police Cyclist Class	175.00	
1005030	NEMRT	NEMRT Class	75.00	
1005030	NEMRT	NEMRT Class - Search & Seizure Update	50.00	
1005030	Niesman, Carrie	Police Commission Meetings	25.00	
1005040	North American Rescue, LLC	98 Tourniquet Holders, Dressings (Grant)	2,840.04	
1005030	Notary Public Association	Notary Renewal, AS	54.00	
1005040	Oswego Ace Hardware	Nuts, Bolts, Screws for Drones	5.52	
1005040	Oswego Ace Hardware	Screws, Tie Downs, Rubber Bungie Cords	10.26	
1005040	Oswego Fire Protection District	Gasoline - OFD Fuel Pump Usage	4,623.65	
1005030	Oswego Printing Services	Evidence Envelopes	182.90	
1005030	Physicians Immediate Care	Medical Expense for OPD - Hep B	43.00	
1005030	Physicians Immediate Care	Random Drug Screen	38.00	
1005040	Public Safety Store	5 Big Easy Lockout Tools, 1 Returned	90.05	
1005030	Red Dot Storage Illinois	Off-Site Storage Rental	218.00	
1005030	Red Dot Storage Illinois	Off-Site Storage Upgrade	66.95	
1005030	Resource Management	Police Testing 2020	2,138.00	
1005030	Rydin Decal	Handicap Placards	110.21	
1005040	Streicher's	49 Bail Out Bags (Grant)	2,479.51	
1005030	Streicher's	6 Uniform Coats	523.92	
1005040	Streicher's	6 Uniform Coats	688.91	
1005030	Streicher's	Detective Uniform, Duty Boots	325.94	
1005040	Streicher's	Detective Uniform, Duty Boots	159.99	
1005030	Streicher's	Duty Boots, 2 Pair	239.98	
1005040	Streicher's	Rain Coat	139.99	
1005030	Streicher's	Winter Hats, Misc Uniform Pieces	831.94	
1005040	Streicher's	Winter Hats, Misc Uniform Pieces	149.95	
1005040	Tactical Medical Solutions	Gauze, Bandages, Shears (Grant)	831.39	
1005030	TLO Transunion	Monthly Reporting Services	70.60	
1005030	TLO Transunion	Monthly Reporting Services	60.80	
1005030	Toshiba Financial Services	Copy Machines-Lease	428.00	
1005030	Tritech Forensics	GSR Evidence Collection Kits	191.00	
1005030	Trotsky Investigative Services	Polygraph Examination	155.00	
1005030	USPS	Certified Postage	6.95	
1005030	USPS	Certified Postage	7.10	
1005030	USPS	Certified Postage	34.75	
1005030	USPS	Certified Postage	6.95	
1005030	USPS	Certified Postage	11.70	

**Village of Oswego  
Bill List  
October 6, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1005030	Verizon Wireless	Monthly Cell Phone Service	1,237.08	
1005030	Verizon Wireless	Monthly Cradlepoint Service	87.06	
1005030	Verizon Wireless	Monthly Cradlepoint Service	42.84	
1005030	Verizon Wireless	Monthly Drone Service	44.15	
1005030	Verizon Wireless	Squad Tablets & Air Cards	790.73	
1005030	Vision Service Plan	Vision Insurance-Retirees	186.74	
1005030	Warehouse Direct	500 DVD-R Discs for Evidence	114.95	
1005030	Warehouse Direct	Markers, Erasers, Folders, Misc	113.72	
1005030	Warehouse Direct	Misc Office Supplies	239.22	
1005030	Warehouse Direct	Pens, Packing Tape, Duster, Pins	162.46	
1005040	Wex Bank	Gasoline for Fleet, July 2020	382.26	
			Police Total:	<b>140,204.23</b>
Public Works:				
1006040	AHW LLC	Chainsaw Parts	399.89	
1006050	Al Warren Oil Co, INC	Diesel Fuel for Village Vehicles	583.09	
1006050	Al Warren Oil Co, INC	Diesel Fuel for Village Vehicles	455.97	
1006050	Al Warren Oil Co, INC	Gasoline for Village Vehicles	569.86	
1006050	Al Warren Oil Co, INC	Gasoline for Village Vehicles	591.65	
1006060	Alarm Detection Systems	VH - Quarterly Alarm/Camera Maintenance	3,261.69	
1006040	Alexander Equipment	Pole Saw, 3 Gallons Oil, 4 Chains	110.05	
1006040	Alexander Equipment	Pole Saw, 3 Gallons Oil, 4 Chains	496.95	
1006060	Amazon.com	Bulletin Board, JS	87.99	
1006060	Amazon.com	Wireless Doorbell for Clerk/Admin Window	24.98	
1006060	Aramark Corporation	PD - Mat Service	43.87	
1006060	Aramark Corporation	PD - Mat Service	43.87	
1006060	Batteries Plus	6V Lead Batteries	175.60	
1006060	Batteries Plus	Batteries for Sinks, VH	12.95	
1006060	Batteries Plus	Emergency Lighting Batteries	87.80	
1006040	Busted Knuckles Landscaping	Tree Removal	675.00	
1006060	C Acitelli Heating & Cooling	PD - AHU 2 Exhaust Fan Not Working	280.00	
1006060	C Acitelli Heating & Cooling	PD - Replaced 2 Chiller Fan Motors	4,369.38	
1006030	Carroll Distributing	4 ADA Plates	520.00	
1006030	Carroll Distributing	ADA Plate	130.00	
1006040	Carrot-Top Industries	Replacement Flags	227.90	
1006050	CAT-Altorfer	Filters for Back-Hoe	170.00	
1006060	Citadel Lock & Safe	PW - Remove Key from Door 13	136.50	
1006030	Comed	2454 Rt 30 Street Lighting	76.32	
1006030	Comed	Master Account Traffic Signals	242.09	
1006030	Constellation Newenergy	104 E. Jackson St. Lights	81.84	
1006030	Constellation Newenergy	1945 Wiesbrook Controller	39.94	
1006030	Constellation Newenergy	692 Canton Ct. Lights	5,103.21	
1006030	Constellation Newenergy	Electric - Mill Light, 1 W. Orchard	2,136.47	
1006030	Constellation Newenergy	Electric - Mill Light, 1 W. Orchard	2,137.19	
1006030	Constellation Newenergy	Master Account Traffic Signals	17.42	
1006030	Constellation Newenergy	Master Account Traffic Signals	18.71	
1006030	Constellation Newenergy	Master Account Traffic Signals	18.54	
1006030	Constellation Newenergy	Master Account Traffic Signals	38.75	
1006030	Constellation Newenergy	Master Account Traffic Signals-Adams	37.09	
1006030	Constellation Newenergy	Master Account Traffic Signals-Adams	34.09	
1006030	Constellation Newenergy	Electric Park & Ride	169.82	
1006030	Constellation Newenergy	Master Account Traffic Signals	9.61	
1006030	Constellation Newenergy	Master Account Traffic Signals	29.60	
1006030	Constellation Newenergy	Master Account Traffic Signals	1,115.54	
1006030	Constellation Newenergy	Master Account Traffic Signals	29.77	
1006030	Constellation Newenergy	Master Account Traffic Signals	43.02	
1006030	Constellation Newenergy	Master Account Traffic Signals	41.05	
1006030	Constellation Newenergy	Master Account Traffic Signals	21.37	
1006030	Constellation Newenergy	Master Account Traffic Signals	4.87	
1006030	Crescent Electric Supply	12 Photocells, 175W, 70W Bulbs	601.57	
1006030	Crescent Electric Supply	175W, 250W, 100W Bulbs, Fuses	773.31	
1006030	Crescent Electric Supply	Credit for Returned Bulbs	-328.39	
1006050	Ebay	Blades for Weed Trimmer	25.99	
1006050	Ebay	Parts for Gas Saw	124.98	
1006050	Ebay	Trimmer Support Blade	14.97	
1006040	First Place Rental	Bar and Chain Oil	15.99	
1006010	Floral Expressions	Sympathy Flowers, JH	81.46	
1006030	Fox Metro Water Reclamation District	Sewer Investigation	6,030.86	
1006030	Fox Ridge Stone	Concrete Spoil Disposal	135.00	

**Village of Oswego  
Bill List  
October 6, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1006060	Fox Valley Fire Safety	VH - Fire Extinguisher Annual Testing	557.35	
1006030	Frost Electric Company	Refeed Light Near VH on Washington	2,350.00	
1006030	Frost Electric Company	Repair Feed on Lakeshore Dr	1,305.00	
1006030	Frost Electric Company	Repair to Feed at Fanad Ct.	1,470.00	
1006030	Frost Electric Company	Street Light Repair - Reimbursable	592.50	Reimbursable
1006030	Frost Electric Company	Street Light Repair - Reimbursable	5,505.00	Reimbursable
1006060	FSG	PW - 10 Emergency Light Batteries	134.40	
1006060	Grainger	Ceiling Tiles	263.00	
1006060	Grainger	Ceiling Tiles	302.00	
1006030	Graybar Electric Co	250W Bulbs	149.04	
1006030	Graybar Electric Co	Cobra LED Bulbs	323.94	
1006030	Graybar Electric Co	Cobra LED Bulbs	156.25	
1006030	Graybar Electric Co	Cobra LED Bulbs	180.00	
1006030	Graybar Electric Co	LED Bulbs, VH	225.00	
1006030	Graybar Electric Co	Photo Cells/150W Bulbs	374.46	
1006040	Groot Industries, INC	PW Dumpster	225.25	
1006060	HLR Engineering	PD - Native Landscape Maintenance	2,400.00	
1006030	Home Depot	2 Bags of Concrete Patch	25.40	
1006060	Home Depot	3-Pack Paint Roller	9.29	
1006030	Home Depot	6-40lb Bags Vinyl Concrete Patch	76.20	
1006030	Home Depot	8-80lb Bags Quickcrete	34.46	
1006030	Home Depot	Brush and Paint Tray	22.91	
1006060	Home Depot	Command Strips/Hooks	7.56	
1006060	Home Depot	Laundry Soap, 2in Flat Brush	33.51	
1006040	Home Depot	Liquid Nails for Downtown Retaining Wall	7.85	
1006030	Home Depot	Material for Sidewalk, Plainfield Rd	71.01	
1006060	Home Depot	Paint for VH	20.98	
1006030	Home Depot	Paint Rollers and Tray Liners	14.62	
1006060	Home Depot	Paint Supplies for VH	87.43	
1006060	Home Depot	Paint Supplies, Hole Repair for VH	107.04	
1006060	Home Depot	Putty Knife, Clear Tape	12.65	
1006030	Home Depot	Wasp Spray	4.94	
1006060	ILLCO, INC.	2-Bx36 Belts	26.20	
1006060	Imperial Service Systems	PD - Monthly Janitorial Services	3,276.00	
1006060	Imperial Service Systems	PW/Water - Monthly Janitorial Services	311.00	
1006060	Imperial Service Systems	VH - Monthly Janitorial Services	1,886.00	
1006010	IPBC	IPBC Health Insurance	3,481.27	
1006010	IPBC	IPBC Health Insurance	11.84	
1006010	IPBC	IPBC Health Insurance	208.84	
1006020	IPBC	IPBC Health Insurance	1,724.84	
1006020	IPBC	IPBC Health Insurance	7.04	
1006020	IPBC	IPBC Health Insurance	75.54	
1006030	IPBC	IPBC Health Insurance	4,756.26	
1006030	IPBC	IPBC Health Insurance	19.12	
1006030	IPBC	IPBC Health Insurance	245.32	
1006040	IPBC	IPBC Health Insurance	4,399.22	
1006040	IPBC	IPBC Health Insurance	21.90	
1006040	IPBC	IPBC Health Insurance	295.35	
1006050	IPBC	IPBC Health Insurance	2,192.93	
1006050	IPBC	IPBC Health Insurance	9.06	
1006050	IPBC	IPBC Health Insurance	148.93	
1006060	IPBC	IPBC Health Insurance	966.58	
1006060	IPBC	IPBC Health Insurance	10.06	
1006060	IPBC	IPBC Health Insurance	63.84	
1006030	IPRF	Workers Compensation Insurance	1,462.73	
1006030	IPRF	Workers Compensation Insurance	1,462.73	
1006030	Just Safety, LTD.	Restock Safety Supplies	56.70	
1006030	Kendall County Concrete	1.5 Yards Concrete	250.25	
1006030	Kendall County Concrete	10 Yards Concrete	1,435.00	
1006030	Kendall County Concrete	3 Yards Concrete	450.50	
1006050	Kimball-Midwest	Light Bulbs for Chippers	64.06	
1006050	Kimball-Midwest	Lights for Chipper	30.64	
1006030	Meade Electric Company	Cable Locate	323.83	
1006030	Meade Electric Company	Traffic Signal Repair	968.22	
1006030	Meade Electric Company	Traffic Signal Repair	2,972.68	
1006030	Meade Electric Company	Traffic Signal Repair	685.49	
1006030	Meade Electric Company	Traffic Signal Repair	489.86	
1006030	Meade Electric Company	Traffic Signal Repair	1,805.46	
1006030	Meade Electric Company	Traffic Signal Repair	723.16	

**Village of Oswego  
Bill List  
October 6, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1006030	Meade Electric Company	Traffic Signal Repair	1,570.94	
1006030	Meade Electric Company	Traffic Signal - Loop Repair	12,577.51	
1006030	Meade Electric Company	Traffic Signal Locate	321.88	
1006030	Meade Electric Company	Traffic Signal Repair	508.62	
1006030	Meade Electric Company	Traffic Signal Repair	532.28	
1006060	Meijer, INC.	Toilet Bowl Cleaner	27.45	
1006010	Midwest Occ Health M.S.	DOT Drug Test	65.00	
1006040	Montgomery Landscaping	1 Yard Black Dirt	20.00	
1006030	Montgomery Landscaping	Dirt for Restoration	40.00	
1006040	National Seed	Herbicide, Weed Killer	88.00	
1006060	Oswego Ace Hardware	6V Photo Battery	16.99	
1006040	Oswego Ace Hardware	Chainsaw Parts	47.98	
1006060	Oswego Ace Hardware	Paint for VH	53.98	
1006030	Oswego Ace Hardware	Washers for Pedestrian Signs	29.98	
1006040	Oswego Ace Hardware	Wasp/Hornet Spray	7.98	
1006010	Physicians Immediate Care	Drug Screen	129.00	
1006050	Pomp's Tire Service, INC	Tire for Tractor	123.38	
1006050	Regional Truck Equipment	2.0 CY Pick-Up Truck Slide-In Salt Spreaders	8,444.00	
1006030	Sara Glove	Replacement Hard Hat	43.80	
1006060	Schindler Elevator Company	VH - Quarterly Elevator Maintenance	690.93	
1006060	Security Builders Supply	PW - Lock Replacement Door 13	162.00	
1006060	Security Builders Supply	VH - (16) Keys and (1) Mortise Lock Body	164.80	
1006060	Security Builders Supply	VH - (16) Keys and (1) Mortise Lock Body	15.00	
1006010	Shaw Suburban Media	Legal Advertising, COVID	77.50	
1006010	Shaw Suburban Media	Legal Notices, COVID Grants	357.74	
1006030	Superior Asphalt Materials	1 Ton Cold Patch	132.60	
1006010	Toshiba Financial Services	Copy Machines-Lease	65.50	
1006030	Traffic Control & Protection	Signs for Plainfield Rd/Woolley Rd	692.70	
1006030	Traffic Control & Protection	Transfer Tape, Flags, Sign Blanks	967.30	
1006030	Traffic Control Corp	2 Light-Up Pedestrian Crossing Signs	9,890.00	
1006030	Traffic Control Corp	2 Light-Up Pedestrian Crossing Signs	1,450.00	
1006030	Traffic Control Corp	2 Light-Up Pedestrian Crossing Signs	1,598.00	
1006060	Trico Mechanical, Inc	PW - Clean Condenser Coils, Brushed and Straight	426.00	
1006010	USPS	Certified Postage	5.59	
1006050	Verizon Connect NWF	GPS Services	631.41	
1006010	Verizon Wireless	Cell Phones	69.78	
1006020	Verizon Wireless	Cell Phones	17.79	
1006030	Verizon Wireless	Cell Phones	376.28	
1006040	Verizon Wireless	Cell Phones	376.28	
1006050	Verizon Wireless	Cell Phones	108.09	
1006060	Verizon Wireless	Cell Phones	27.34	
1006010	Verizon Wireless	Data Devices	53.23	
1006020	Verizon Wireless	Data Devices	53.23	
1006060	Verizon Wireless	Data Devices	152.08	
1006010	Verizon Wireless	iPads & Data Devices	17.79	
1006010	Vision Service Plan	Vision Insurance-Retirees	38.68	
1006010	Warehouse Direct	Copy Paper, Binder, Post-Its	42.88	
1006010	Warehouse Direct	Misc Office Supplies	24.79	
1006060	Warehouse Direct	PD - Janitorial Supplies	28.16	
1006060	Warehouse Direct	PD - Janitorial Supplies	34.00	
1006060	Warehouse Direct	PD - Janitorial Supplies	629.00	
1006060	Warehouse Direct	Trash Bags, Large and Small	101.03	

Public Works Total: 130,870.80  
General Fund Total: 428,038.27

**Water & Sewer Fund:**

5006070	Airgas North Central	Nitrogen Tanks for Drawdowns	112.92
5006070	Al Warren Oil Co, INC	Diesel Fuel for Village Vehicles	712.66
5006070	Al Warren Oil Co, INC	Diesel Fuel for Village Vehicles	557.29
5006070	Al Warren Oil Co, INC	Gasoline for Village Vehicles	696.49
5006070	Al Warren Oil Co, INC	Gasoline for Village Vehicles	723.13
5006070	Alarm Detection Systems	Wells - Quarterly Alarm Service/Maintenance	3,092.01
5006070	CMRS-PBP	Postage Meter Deposit	374.18
5006070	Concentric Integration	2018-2021 Support Services, Engineering	11,250.00
5006070	Dynegy Energy Services	Electric - Wells	39,956.01
5006070	Flow-Technics, INC	Lift Station Pump Flange Emergency Repairs	313.00
5006070	Fox Ridge Stone	Spoils from Main Break	85.00
5006070	Fox Ridge Stone	Spoils from Service Leak	60.00
5006070	Gateway Svcs	CC Processing-Online Payments	14.80

**Village of Oswego  
Bill List  
October 6, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
5006070	Grainger	Thermostats for PRV Stations	289.50	
5006070	Hawkins Water Treatment	Well 10-Chlorine Water Treatments	249.00	
5006070	Hawkins Water Treatment	Well 10-Phosphate Water Treatments	697.92	
5006070	Hawkins Water Treatment	Well 3-Chlorine Water Treatments	172.50	
5006070	Hawkins Water Treatment	Well 3-Phosphate Water Treatments	344.04	
5006070	Hawkins Water Treatment	Well 6-Chlorine Water Treatments	96.00	
5006070	Hawkins Water Treatment	Well 6-Phosphate Water Treatments	452.17	
5006070	Hawkins Water Treatment	Well 7-Chlorine Water Treatments	249.00	
5006070	Hawkins Water Treatment	Well 7-Phosphate Water Treatments	933.83	
5006070	Hawkins Water Treatment	Well 9-Chlorine Water Treatments	249.00	
5006070	Hawkins Water Treatment	Well 9-Phosphate Water Treatments	609.45	
5006070	Hawkins Water Treatment	Well 4-Chlorine Water Treatments	96.00	
5006070	Hawkins Water Treatment	Well 4-Phosphate Water Treatments	403.02	
5006070	Home Depot	Batteries for Locating Equipment	82.16	
5006070	Home Depot	Emergency Light, Well 8	133.97	
5006070	Home Depot	Parts for PRV Stations	244.47	
5006070	Home Depot	Parts for PRV Stations	53.91	
5006070	HR Green, INC.	Engineering Services: RRA, EAP, SWP Reports	3,074.25	
5006070	Imperial Service Systems	PW/Water - Monthly Janitorial Services	311.00	
5006070	IPBC	IPBC Health Insurance	15,151.74	
5006070	IPBC	IPBC Health Insurance	75.78	
5006070	IPBC	IPBC Health Insurance	989.86	
5006070	IPRF	Workers Compensation Insurance	1,279.89	
5006070	IPRF	Workers Compensation Insurance	1,279.89	
5006070	Matrix NPC Merchant	Bridgepay UB Processing	134.20	
5006070	Matrix NPC Merchant	Pmt Processing-Online Payments	2,886.48	
5006070	Metropolitan Industries	Penn Ct Piping Repairs	2,320.00	
5006070	Oswego Ace Hardware	Extended Flexspout	11.99	
5006070	Shaw Suburban Media	Legal Notices, COVID Grants	209.56	
5006070	Stanley Buildings & Properties	Driveway Replacement	992.00	
5006070	Suburban Laboratories	Annual Water Quality Samples	3,483.50	
5006070	Third Millennium	Regular Utility Bill Printing	1,374.66	
5006070	Third Millennium	Regular Utility Bill Printing	2.50	
5006070	Toshiba Financial Services	Copy Machines-Lease	65.50	
5006070	USA Blue Book	Lift Station Parts	113.64	
5006070	USA Blue Book	Phosphate Sample Pillows	121.61	
5006070	Vanco Services	UB Processing Fees-E-Checks	198.00	
5006070	Verizon Wireless	Cell Phones	392.69	
5006070	Verizon Wireless	Data Devices	501.84	
5006070	Verizon Wireless	iPads & Data Devices	56.85	
5006070	Verizon Wireless	SCADA Data	734.45	
5006070	Warehouse Direct	Copy Paper, Binder, Post-Its	42.89	
5006070	Water Products Co	Hydrant Valve Repair Kits	2,055.00	
5006070	Water Remediation Technology	Base Treatment Charge	3,807.73	
5006070	Water Remediation Technology	Base Treatment Charge	6,258.92	
5006070	Water Remediation Technology	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technology	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technology	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technology	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technology	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technology	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technology	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technology	Excess Volume Charge	3,736.84	

Water & Sewer Fund: 144,210.09

**Water & Sewer Capital Fund:**

5106070	Engineering Enterprises	Lead Service Line Replacement, Engineering	17,000.00	
5106070	Ferguson Waterworks	Water Meter Purchase	87,220.00	
5106070	Ferguson Waterworks	Water Meter Purchase	6,541.50	
5106070	Ferguson Waterworks	Water Meter Purchase	7,401.10	
5106070	Ferguson Waterworks	Water Meter Purchase	43,697.98	
5106070	Ferguson Waterworks	Water Meter Purchase	4,462.95	
5106070	Ferguson Waterworks	Water Meter Purchase	144,830.00	
5106070	Ferguson Waterworks	Water Meter Purchase	147.59	
5106070	RJN Group, INC	Sanitary Sewer Repairs, Engineering	11,212.50	
5106070	Strand Associates, INC	Wells - Engineering Bidding Generator	8,350.36	
5106070	Strand Associates, INC	PW - Lift Station Generator Engineering	1,933.16	
5106070	Water Services Co of IL	Water Meter Installation	89,493.27	

Water & Sewer Capital Fund: 422,290.41

**Village of Oswego  
Bill List  
October 6, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
<b>Capital Fund:</b>				
3003000	Basic Information Technologies	Camera for Amphitheater	2,008.65	
3003000	Boss Office Products	Fireproof File Cabinet	1,000.00	
3003000	Christopher B Burke	Traffic Study-Washington St	2,830.42	
3003000	ClientFirst Consulting	Project Oversight: Implementation for ERP	7,922.50	
3003000	Henricksen & Co	Furniture for IT Office at the P.D.	4,018.29	
3003000	Home Depot	Silt Fence for Amphitheater	199.85	
3003000	Kasper & Nottage, PC	Lobbying Services September 2020	7,000.00	
3003000	Kendall County Recorders	Recording Documents-TIF, Amphitheater	67.00	
3003000	Polycase	NEMA Case for Amphitheater Camera	185.75	
3003000	Williams Architects	Amphitheater Project July 2020	4,551.41	
				Capital Fund: <u>29,783.87</u>
<b>Public Improvement/Roads Fund:</b>				
2006030	HR Green, INC.	2020 MFT, Part I Construction	20,200.00	
2006030	HR Green, INC.	MFT Road Construction, Transportation	7,600.00	
				Public Improvement/Roads Fund: <u>27,800.00</u>
<b>Vehicle Fund:</b>				
6006050	Bonnell Industries	PW16 Plow Rebuild, Paint for Plows	3,144.55	
6005040	Certified Laboratories	Case of Penetrating Spray	188.76	
6006050	Coffman Truck Sales	Inspections, PW105,126,03	63.50	
6006050	Ebay	A/C Switch for PW01	42.85	
6006050	Ebay	Seat Cover for PW22	119.00	
6006050	Ebay	Seat Cushion for PW22	68.80	
6006050	Home Depot	Fabric Deodorizer for Trucks	4.97	
6006050	I-55 Auto Salvage	Door for PW129	350.00	
6006050	Kimball-Midwest	Shop Bin Stock	215.29	
6006050	Kimball-Midwest	Shop Bin Stock	206.17	
6006050	Kimball-Midwest	Weather Strip for Leaf Boxes	45.48	
6005040	Map Auto	Battery Core Return Credit, Sq 16	-75.00	
6005040	Map Auto	Squad Maintenance, Shift Cable PW129	624.72	
6006050	Map Auto	Squad Maintenance, Shift Cable PW129	12.32	
6005040	Napa Auto Parts	Washer Solvent, Fuse for Sq14	5.45	
6006050	Napa Auto Parts	Washer Solvent, Fuse for Sq14	84.33	
6006050	Pomp's Tire Service, INC	2 Tires for PW06	481.32	
6006050	Pomp's Tire Service, INC	2 Tires for PW19	1,272.90	
6006050	Pomp's Tire Service, INC	4 Tires for PW104	785.68	
6005040	Pomp's Tire Service, INC	4 Tires for Sq22	630.52	
6005040	Riverview Ford	Monthly Vehicle Maintenance	406.34	
6006050	Sauber Mfg. Co.	Inspection for PW22	697.00	
6001000	Second Chance	AED Supplies, Batteries	1,300.00	
				Vehicle Fund: <u>10,674.95</u>
<b>Garbage Fund:</b>				
5606010	Groot Industries, INC	Garbage Services	222,276.12	
				Garbage Fund: <u>222,276.12</u>
<b>Restricted Police Fund:</b>				
2405010	Fulton Technologies	Siren Audio Repair - Replaced Motor Starter	769.91	
2405010	Innocorp, Ltd	Fatal Vision ACG Kit (Grant)	1,233.75	
2405010	Toxoptix, LLC	18 Penlights (Grant)	1,563.48	
				Restricted Police Fund: <u>3,567.14</u>
<b>Subdivision Escrow Fund:</b>				
9000000	K. Hovnanian Homes	188 N. Willowwood - Bond Release	500.00	
9000000	K. Hovnanian Homes	188 N. Willowwood - Bond Release	1,000.00	
9000000	K. Hovnanian Homes	Bond Release - 406 Fanad Ct	250.00	
9000000	K. Hovnanian Homes	Bond Release - 406 Fanad Ct	1,000.00	
9000000	Kendall County Recorders	Recording: McDonalds, Poise, Meijer	201.00	
9000000	Kendall County Recorders	Recording Documents	268.00	
9000000	Lennar Homes	Bond Release - 243 Lakeshore Dr	250.00	
9000000	Lennar Homes	Bond Release - 243 Lakeshore Dr	1,000.00	
9000000	Lennar Homes	Bond Release - 243 Lakeshore Dr	2,000.00	
9000000	Lennar Homes	Bond Release - 277 Lakeshore Dr.	2,000.00	
9000000	Lennar Homes	Bond Release - 704 Springside Ct	250.00	
9000000	Lennar Homes	Bond Release - 704 Springside Ct	3,080.00	
9000000	Lennar Homes	Bond Release - 704 Springside Ct	2,000.00	
9000000	Robinson Engineering	20-R0389-Raising Cane's	4,632.00	

**Village of Oswego  
Bill List  
October 6, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
9000000	Shaw Suburban Media	Legal Advertising, COVID	70.06	
9000000	Shaw Suburban Media	Legal Notices, COVID Grants	87.42	
			Sub Escrow Fund:	<u>18,588.48</u>
<b>Agency Fund:</b>				
9100000	Oswego Comm Unit School Dist 308	Intergovernmental Fees - 5/1/20 - 7/31/20	21,066.30	
9100000	Oswego Comm Unit School Dist 308	Intergovernmental Fees - 5/1/20 - 7/31/20	65,936.88	
9100000	Oswego Fire Protection District	Intergovernmental Fees - 5/1/20 - 7/31/20	7,038.64	
9100000	Oswego Public Library District	Intergovernmental Fees - 5/1/20 - 7/31/20	4,780.46	
9100000	Oswegoland Park District	Intergovernmental Fees - 5/1/20 - 7/31/20	40,583.00	
9100000	Oswegoland Park District	Intergovernmental Fees - 5/1/20 - 7/31/20	8,698.34	
			Agency Fund:	<u>148,103.62</u>
<b>TIF Fund:</b>				
2503500	Ancel, Glink, Diamond, Bush, DiCianni	Legal Services	2,150.00	
2503500	Kendall County Recorders	Recording Documents-TIF, Amphitheater	169.00	
2503500	Robinson Engineering	17-R416.03 Block 11 Engineering	1,705.50	
2503500	Robinson Engineering	TIF Block 11 Engineering	9,677.00	
2503500	Robinson Engineering	TIF Reserve at Hudson Crossing	3,710.00	
2503500	Shodeen Group, LLC	Reserve at Hudson Crossing	406,161.05	
2503500	Shodeen Group, LLC	Reserve at Hudson Crossing	96,480.97	
2503500	Thompson Elevator Inc	Reserve at Hudson Elevator Plan Review	400.00	
2503500	Verizon Wireless	Data Devices	72.06	
2503500	WGI, INC	Prof Services for Parking Deck	4,132.50	
			TIF Fund:	<u>524,658.08</u>
<b>Other General Fund:</b>				
1000000	I.U.O.E. Local 150	Union Dues	947.26	
1000000	I.U.O.E. Local 150	Union Dues	28.00	
1000000	I.U.O.E. Local 150	Union Dues	204.00	
1000000	I.U.O.E. Local 150	Union Dues	947.26	
1000000	I.U.O.E. Local 150	Union Dues	28.00	
1000000	I.U.O.E. Local 150	Union Dues	204.00	
1000000	I.U.O.E. Local 150	Union Dues	204.00	
1000000	I.U.O.E. Local 150	Union Dues	28.00	
1000000	I.U.O.E. Local 150	Union Dues	947.26	
1000000	IPBC	IPBC Health Insurance	26,966.03	
1000000	IPBC	IPBC Health Insurance	2,315.73	
1000000	Trustmark	Additional Insurance	139.42	
1000000	Trustmark	Additional Insurance	443.98	
1000000	Trustmark	Additional Insurance	1,663.42	
1000000	Trustmark	Additional Insurance	139.42	
1000000	Trustmark	Additional Insurance	443.98	
1000000	Trustmark	Additional Insurance	1,667.76	
1000000	Vision Service Plan	Vision Insurance	304.78	
1000000	Vision Service Plan	Vision Insurance	2,057.46	
1000000	Vision Service Plan	Vision Insurance-Retirees	32.68	
			Other General Fund:	<u>39,712.44</u>
			Grand Total:	<u><u>2,019,703.47</u></u>

**RESOLUTION NO. 20 - R - \_\_**

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**RESOLUTION RATIFYING THE VILLAGE PRESIDENT'S EXECUTIVE ORDERS AND EXTENDING THE DECLARATION OF LOCAL EMERGENCY AND DISASTER**

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

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

**WHEREAS**, on March 16, 2020, Village President, Troy Parlier, declared a Local State of Emergency and a Disaster to assist residents and ease certain Village regulations during the COVID-19 outbreak; and

**WHEREAS**, on April 1, 2020, Governor J.B. Pritzker issued Executive Order No. 18 (“Extended Stay at Home Order”), in which he extended through April 30, 2020, his previous requirement that all non-essential business and operations cease; and

**WHEREAS**, on April 30, 2020, Governor J.B. Pritzker issued Executive Order No. 31 (“Extended Stay at Home Order”), in which he extended through May 29, 2020, his previous requirement that all non-essential business and operations cease; and

**WHEREAS**, on May 29, 2020, Governor J.B. Pritzker issued Executive Order No. 36 (“Restoring Illinois, Community Recovery Order”), in which he ended the Stay at Home Order and extended the statewide disaster declaration through June 26, 2020; and

**WHEREAS**, on June 26, 2020, Governor J.B. Pritzker issued Executive Order No. 41 (“Community Revitalization Order”), with the intent to safely and conscientiously resume and expand activities that were paused or limited and provide public health requirements for individuals, businesses, nonprofits and other organizations and extended the statewide disaster declaration through July 25, 2020; and

**WHEREAS**, on July 24, 2020, Governor J.B. Pritzker issued Executive Order No. 45 in which he considered the expected continuing of the spread of COVID-19 and the ongoing health and economic impacts over the coming month and he extended the statewide disaster declaration through August 22, 2020; and

**WHEREAS**, on August 21, 2020, Governor J.B. Pritzker issued Executive Order No. 48 in which he considered the expected continuing of the spread of COVID-19 and the ongoing health and economic impacts over the coming month and he extended the statewide disaster declaration through September 19, 2020; and

**WHEREAS**, on September 18, 2020, Governor J.B. Pritzker issued Executive Order No. 55 in which he considered the expected continuing of the spread of COVID-19 and the ongoing health and economic impacts over the coming month and he extended the statewide disaster declaration through October 17, 2020; and

**WHEREAS**, it is in the best interest of the Village to approve and ratify the Village President's Executive Orders.

**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. RATIFICATION AND RESCINDING OF EXECUTIVE ORDERS**

The Village President's Executive Orders 2020-07 and 2020-11 are hereby approved and ratified and Executive Order 2020-10 is hereby rescinded by the Village Board of Trustees as actions and orders of the Village Board pursuant to its statutory and home rule authority.

**SECTION 3. EXTENSION OF DECLARATION OF LOCAL EMERGENCY AND DISASTER**

The Village Board hereby extends the Declaration of Local State of Emergency and Disaster through October 20, 2020.

**SECTION 4. REPEALER**

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

**SECTION 5. 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 provision invalid, all provisions not ruled invalid shall continue in full force and effect.

**SECTION 6. 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 6<sup>th</sup> day of October 2020.

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

Approved by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

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Troy Parlier, Village President

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Tina Touchette, Village Clerk

DRAFT

STATE OF ILLINOIS     )  
  )  
COUNTY OF KENDALL    )       SS

**CLERK'S CERTIFICATE**  
**(RESOLUTION)**

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

**RESOLUTION RATIFYING THE VILLAGE PRESIDENT'S  
EXECUTIVE ORDERS AND EXTENDING THE DECLARATION  
OF LOCAL EMERGENCY AND DISASTER**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 6<sup>th</sup> day of October 2020, and thereafter approved by the Village President on the 6<sup>th</sup> day of October 2020.

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 October 2020.

---

Tina Touchette, Village Clerk  
Village of Oswego

(Seal)

**AGENDA ITEM**

**MEETING TYPE:** Village Board  
**MEETING DATE:** October 6, 2020  
**SUBJECT:** Orchard Liquor Special Use Permit

**ACTION REQUESTED:**

Approval of an ordinance granting a Special Use Permit to allow for the operation of a liquor store in the B-3 Community Service and Wholesale District.

**BOARD/COMMISSION REVIEW:**

The Planning and Zoning Commission is scheduled to review the request at a Public Hearing on October 1, 2020 (staff report attached). Staff will provide an update regarding that discussion and the Planning and Zoning Commission’s recommendation at the Village Board meeting on October 6, 2020.

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
9/19/05	Village Board	Approved Ordinance #05-144 approving the Preliminary PUD for Orchard Woods
2/27/06	Village Board	Approved Ordinance #06-17 approving a Final Subdivision Plat for Orchard Woods
2/27/06	Village Board	Approved Ordinance #06-18 approving a Final PUD for Orchard Woods

**DEPARTMENT:** Community Development

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

**FISCAL IMPACT:**

N/A

**BACKGROUND:**

The subject property located at 3402-3404 Orchard Road (formally the Orchard Café) is currently zoned B-3 Community Service and Wholesale District and improved with a strip multi-unit commercial building.

**DISCUSSION:**

The petitioner is requesting a special use permit to allow for a liquor store located in the tenant spaces of 3402 and 3404 Orchard Road, the former location of the Orchard Café. The Zoning Ordinance requires a Special Use permit for liquor stores in the B-3 District. The building is part of the Orchard Woods development consisting of three commercial buildings along Orchard Road.

The building that will contain the liquor store (Lot 3 of Orchard Woods) is 8,249 square feet and contains 55 parking spaces on the lot. Retail uses require 5 parking spaces for every 1,000 square feet, for a total of 41 spaces for the site. The additional spaces provided allow for restaurant uses to locate in the center, which have a higher parking demand requirement.

Staff believes the applicant has met the Standards for a Special Use as included in this report. The proposed liquor store business will be compatible with the surrounding uses in the area.

**RECOMMENDATION:**

Staff is recommending approval of the Ordinance granting a Special Use Permit for a Liquor Store in the B-3 Community Service and Whole District for 3402-3404 Orchard Road.

**ATTACHMENTS:**

- Ordinance
- Exhibit A – Legal Description
- Exhibit B – Location Map
- Exhibit C – Site Plan
- PZC Staff Report

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

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**ORDINANCE NO. 20 -- \_\_**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A LIQUOR STORE IN THE B-3  
COMMUNITY SERVICE AND WHOLESALE DISTRICT AT 3402-3404 ORCHARD ROAD IN  
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

(Orchard Liquor)

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

This \_\_ day of \_\_, 2020

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

Published in this pamphlet form by authority of the President  
and Board of Trustees of the Village of Oswego on \_\_\_\_, 2020.

ORDINANCE NO. 20 -- \_\_\_\_

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**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A LIQUOR STORE IN THE B-3 COMMUNITY SERVICE AND WHOLESALE DISTRICT AT 3402-3404 ORCHARD ROAD IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

(Orchard Liquor)

---

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

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

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

**WHEREAS**, the Village Board approved the Preliminary PUD on September 19, 2005 by Ordinance #05-144 (recorded as Document number 05-36384); and

**WHEREAS**, the Village Board approved the Final Subdivision Plat on February 27, 2006 by Ordinance #06-17 (recorded as Document number 06-31394); and

**WHEREAS**, the Village Board approved the Final PUD on February 27, 2006 by Ordinance #06-18 (recorded as Document number 06-31395); and

**WHEREAS**, Mayur Patel submitted an application for a Special Use Permit to allow for the operation of a Liquor Store at 3402-3404 Orchard Road; and

**WHEREAS**, the property is currently zoned B-3 Community Shopping and Wholesale District and is currently improved with one multi-tenant commercial building; and

**WHEREAS**, the Planning and Zoning Commission reviewed the request at a Public Hearing on October 1, 2020; and

**WHEREAS**, the Village Board shall not vary the regulations of the Village Zoning Ordinance unless the Planning and Zoning Commission accepts findings of fact based upon the evidence as presented that:

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

The proposed special use permit would allow for a dedicated liquor store that currently does not exist in this location.

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 business has similar intensity as the surrounding retail uses and will generate less traffic impact than the previous restaurant use located in this location.

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

The proposed special use does not anticipate any changes to the exterior of the site.

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

The proposed retail use is compatible with the "Commercial" use anticipated in the Comprehensive Plan.

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

The petitioner plans to move forward with the business in the near future.

**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 a Special Use Permit to allow for the operation of a liquor store at 3402-3404 Orchard Road, is approved, and that the Village Clerk is hereby directed to record with the Kendall County Clerk a certified copy of this Ordinance, together with an accurate map of the property hereby rezoned and made a part hereof, identified and enumerated on the following exhibits:

Exhibit "A"- Legal Description

Exhibit "B"- Location Map

Exhibit "C"- Site 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 this pamphlet form which is hereby authorized, as provided by law.

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_ day of \_\_\_\_ 2020.

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

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
TROY PARLIER, VILLAGE PRESIDENT

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

STATE OF ILLINOIS) )  
COUNTY OF KENDALL ) ) SS

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

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

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A LIQUOR STORE IN THE B-3 COMMUNITY SERVICE AND WHOLESALE DISTRICT AT 3402-3404 ORCHARD ROAD IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

(Orchard Liquor)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the \_\_ day of \_\_\_\_\_ 2020, approved by the Village President on the \_\_ day of \_\_\_\_\_ 2020 and thereafter published in pamphlet form to the extent required by law.

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

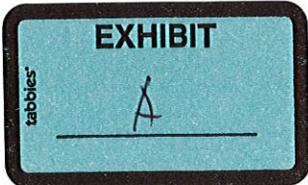
IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_\_\_\_ 2020.

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

(Seal)

Legal Description

LOT 3 OF ORCHARD WOODS, A SUBDIVISION LOCATED IN PART OF THE  
NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 7 IN THE  
VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.



# Location Map

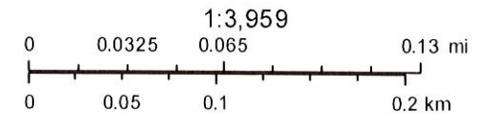


September 15, 2020

Street Marker

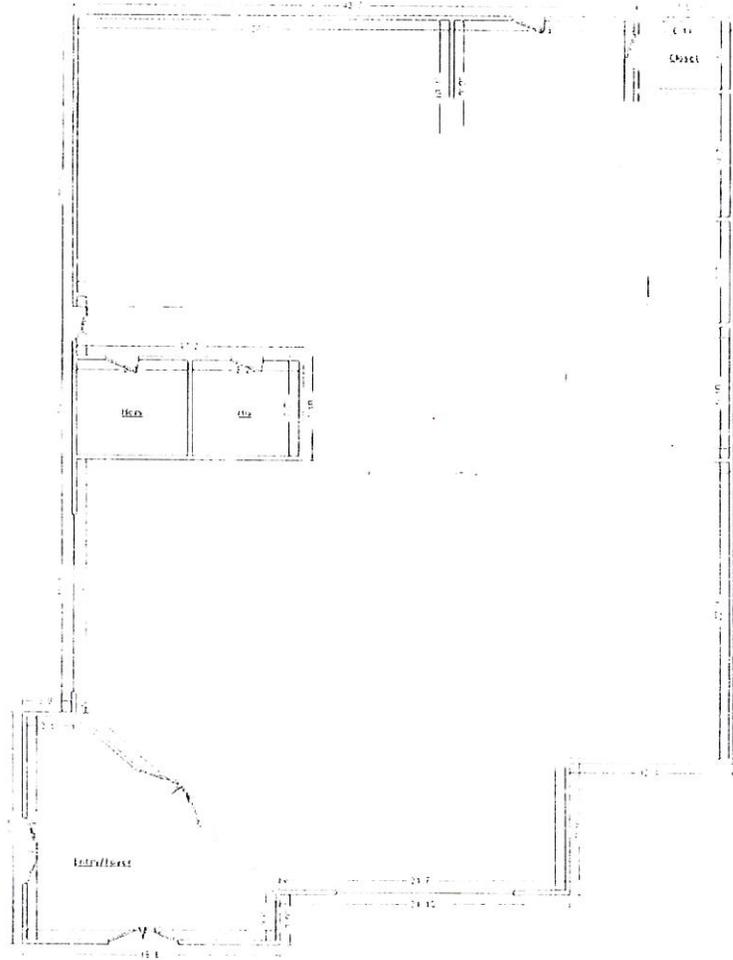
9

9A	22	Route 25	US Route 30
16	Route 126	Route 31	US Route 30 Bypass



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12-3404 Orchard road, Oswego  
1095 SCJ, 1-3



PATEL\_DIPAK



12/11/2013



**COMMUNITY DEVELOPMENT DEPARTMENT**

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

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**STAFF REPORT**

**DATE:** September 15, 2020

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

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

**SUBJECT:** Staff Report for the October 1, 2020 Special Planning & Zoning Commission Meeting  
Orchard Liquor  
Special Use Permit for a Liquor Store  
Project #1072.20

**Applicant**

Mayur Patel

**Petition**

The applicant is requesting approval of a special use permit to allow for the operation of a liquor store at 3402-3404 Orchard Road in a B-3 Community Service and Wholesale District.

**Existing Zoning, Land Use and Location**

The subject property located at 3402-3404 Orchard Road (formally the Orchard Café) is currently zoned B-3 Community Service and Wholesale District and improved with a strip multi-unit commercial building.

**Surrounding Zoning and Land Uses**

**NORTH:** B-3 Community Service and Wholesale District - Retail  
**SOUTH:** B-3 Community Service and Wholesale District - Retail  
**EAST:** R-4 General Residence District – Three Diamond Senior Apartments  
**WEST:** B-3 Community Service and Wholesale District - Retail

**Relationship to Village Comprehensive Plan**

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

**Donation Requirements**

None.

**Staff Analysis**

The petitioner is requesting a special use permit to allow for a liquor store located in the tenant spaces of 3402 and 3404 Orchard Road, the former location of the Orchard Café. The Zoning Ordinance requires a Special Use permit for liquor stores in the B-3 District. The building is part

of the Orchard Woods development consisting of three commercial buildings along Orchard Road.

The building that will contain the liquor store (Lot 3 of Orchard Woods) is 8,249 square feet and contains 55 parking spaces on the lot. Retail uses require 5 parking spaces for every 1,000 square feet, for a total of 41 spaces for the site. The additional spaces provided allow for restaurant uses to locate in the center, which have a higher parking demand requirement.

Staff believes the applicant has met the Standards for a Special Use as included in this report. The proposed liquor store business will be compatible with the surrounding uses in the area.

### **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 special use permit would allow for a dedicated liquor store that currently does not exist in this location.

- 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 business has similar intensity as the surrounding retail uses and will generate less traffic impact than the previous restaurant use located in this location.

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

The proposed special use does not anticipate any changes to the exterior of the site.

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

The proposed retail use is compatible with the "Commercial" use anticipated in the Comprehensive Plan.

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

The petitioner plans to move forward with the business in the near future.

**Recommendation**

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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 Permit for a liquor store located at 3402-3404 Orchard Road.

**AGENDA ITEM**

**MEETING TYPE:** Village Board  
**MEETING DATE:** October 6, 2020  
**SUBJECT:** Request for a Video Gaming License.

**ACTION REQUESTED:**

Consideration to Approve a Class “B-2” liquor and video gaming license to Buchanan Energy LLC, d.b.a. Bucky’s Express #546, 6551 US Highway 34.

**BOARD/COMMISSION REVIEW:**

N/A

**ACTION PREVIOUSLY TAKEN:**

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

**DEPARTMENT:** Clerks Office

**SUBMITTED BY:** Tina Touchette

**FISCAL IMPACT:**

N/A

**BACKGROUND:**

On May 12, 2020, The Village Board passed Ordinance No. 20-25 which allowed for gas stations and convenience stores to apply for a video gaming license.

**DISCUSSION:**

Staff was approached by Buchanan Energy LLC, d.b.a. Bucky’s Express #546 with a request for a video gaming license for their location at 6551 US Highway 34. The currently hold a Class “B-1” liquor license but will need to be re-classified to a Class “B-2” liquor license to allow them to apply for a video gaming license. Per the requirements, staff has obtained the following:

- Site plans have been reviewed by the Village’s Chief Building Inspector with direction given to proceed through the request process. A walk-through was completed on August 31, 2020.
- Plans include:

- Two (2) ADA accessible restrooms
- One (1) hand sink in each restroom
- Gaming area is less than 50% of the public accessible area of the business
- Gaming area is separated by a permanent barrier
- Written request for a “B-2” liquor license
  - License authorizes the licensee to sell to the general public, alcoholic liquor in original packages only for the consumption off the premises where sold and shall authorize beer and wine, in conjunction with video gaming, be sold for consumption on the specified premises.
  - License holders can apply for a video gaming license through the State and Village.
  - License is exclusive to gas stations that are not considered a licensed truck stop. The operation of video gaming terminals shall be ancillary to the operation of the premises as a gas station or convenience store.
  - Re-classification of the liquor license will not affect their State issued liquor license.
  - Only individuals who are 21 or older will be allowed in the gaming area.
- Written permission from property owner
- Confirmation of current Food & Beverage Tax payments
  - Will be required to remain current with the Food & Beverage Tax payments
- Valid Business Registration is on file
- Valid Certificate of Occupancy is on file
  - Will be subject to additional permit requirements as part of the build-out

If Board approves the liquor and video gaming license, the applicant will be subject to a full plan review as part of the build-out. Any applicable applications, building permits, planning approvals, certificate of occupancy and State video gaming license must be applied for and approved prior to operating video gaming terminals. Any change in use, change in business, change of occupancy or construction will require the same. All proposed construction or occupancy must meet Village, building and fire code requirements and any other applicable regulations related to the proposed use.

**RECOMMENDATION:**

Staff is recommending the approval of an ordinance to decrease a Class “B-1” liquor; an ordinance to increase a Class “B-2” liquor; and an ordinance to increase a Class “B-2” video gaming license for Buchanan Energy LLC, d.b.a. Bucky’s Express #546 located at 6551 US Highway 34.

**ATTACHMENTS:**

- Ordinances
- Pre-Qualification Application
- Floor Plan

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

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**ORDINANCE NO. 20 - \_\_\_\_**

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

**(Buchanan Energy, LLC., d.b.a. Bucky's Express #546, 6551 US Highway 34; Decrease Class "B-1"  
Liquor License and Increase Class "B-2" Liquor License)**

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

This 6<sup>th</sup> day of October 2020

Published in this pamphlet form by authority of the President  
and Board of Trustees of the Village of Oswego on October \_\_\_\_, 2020.

---

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

**(Buchanan Energy, LLC., d.b.a. Bucky's Express #546, 6551 US Highway 34; Decrease Class "B-1" Liquor License and Increase Class "B-2" Liquor License)**

---

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

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

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

**WHEREAS**, Buchanan Energy, LLC., d.b.a. Bucky's Express #546 has requested a re-classification from a Class "B-1" liquor license to a "B-2" liquor license which authorizes the licensee to sell to the general public, alcoholic liquor in original packages only for the consumption off the premises where sold and shall authorize beer and wine, in conjunction with video gaming, be sold for consumption on the specified premises; and

**WHEREAS**, Class "B-2" license holders can apply for a video gaming license through the State and Village and the license is exclusive to gas stations that are not considered a licensed truck stop. The operation of video gaming terminals shall be ancillary to the operation of the premises as a gas station or convenience store; and

**WHEREAS**, all required applications, permits, registrations and licenses shall be obtained from the Village of Oswego and the State prior to release of the Village issued video gaming license.

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

**Section 1:** That the recitals set forth above are incorporated here by reference, and the ordinance is approved to decrease the number of Class "B-1" liquor licenses from seventeen (17) to sixteen (16)

licenses; and the increase of the number of Class “B-2” liquor licenses from two (2) to three (3). That Section 3-7-11 of the Village Code of the Village of Oswego is hereby amended as follows:

**3-7-11: NUMBER OF LIQUOR LICENSES:**

(A) There shall be no more than the following licenses in effect at any one time:

- There shall be no more than four (4) Class A-1 licenses in effect at any one time.
- There shall be no more than zero (0) Class A-2 licenses in effect at any one time.
- There shall be no more than three (3) Class A-3 licenses in effect at any one time.
- There shall be no more than sixteen (16) Class B-1 licenses in effect at any one time.
- There shall be no more than three (3) Class B-2 licenses in effect at any one time.
- There shall be no more than seventeen (17) Class C licenses in effect at any one time.
- There shall be no more than four (4) Class D licenses in effect at any one time.
- There shall be no more than two (2) Class E licenses in effect at any one time.
- There shall be no more than four (4) Class F-1 licenses in effect at any one time.
- There shall be no more than zero (0) Class F-2 licenses in effect at any one time.
- There shall be no more than zero (0) Class G license in effect at any one time.
- There shall be no more than zero (0) Class H license in effect at any one time.
- There shall be no more than zero (0) Class I license in effect at any one time.
- There shall be no more than zero (0) Class J license in effect at any one time.
- There shall be no more than one (1) Class K license in effect at any one time.
- There shall be no more than one (1) Class L license in effect at any one time.
- There shall be no more than zero (0) Class M license in effect at any one time.
- There shall be no more than two (2) Class N license in effect at any one time.
- There shall be no more than one (1) Class O license in effect at any one time.
- There shall be no more than one (1) Class P license in effect at any one time.

**Section 2: SEVERABILITY**

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

**Section 3: REPEALER**

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

**Section 4: EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

JAMES MARTER	_____	LUIS PEREZ	_____
TERRY OLSON	_____	JUDY SOLLINGER	_____

PAM PARR

\_\_\_\_\_

BRIAN THOMAS

\_\_\_\_\_

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
TROY PARLIER, VILLAGE PRESIDENT

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

DRAFT

STATE OF ILLINOIS     )  
  )  
COUNTY OF KENDALL    )       SS

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

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

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

**(Buchanan Energy, LLC., d.b.a. Bucky's Express #546, 6551 US Highway 34; Decrease Class "B-1" Liquor License and Increase Class "B-2" Liquor License)**

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 6<sup>th</sup> day of October 2020, approved by the Village President on 6<sup>th</sup> day of October 2020 and thereafter published in pamphlet form to the extent required by law.

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of October 2020.

---

Tina Touchette, Village Clerk  
Village of Oswego

(Seal)

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

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**ORDINANCE NO. 20 - \_\_**

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

**Video Gaming  
(Buchanan Energy, LLC., d.b.a. Bucky's Express #546, 6551 US Highway 34; Increase Class "B-2"  
Video Gaming License)**

---

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

This 6<sup>th</sup> day of October 2020

Published in this pamphlet form by authority of the President  
and Board of Trustees of the Village of Oswego on October \_\_, 2020.

ORDINANCE NO. 20 - \_\_

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

**Video Gaming  
(Buchanan Energy, LLC., d.b.a. Bucky's Express #546, 6551 US Highway 34; Increase Class "B-2"  
Video Gaming License)**

---

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

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

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

**WHEREAS**, Buchanan Energy, LLC., d.b.a. Bucky's Express #546 has requested a Class "B-2" video gaming license which allows the licensee to sell to apply for a video gaming license through the State and Village and the license is exclusive to gas stations that are not considered a licensed truck stop. The operation of video gaming terminals shall be ancillary to the operation of the premises as a gas station or convenience store; and

**WHEREAS**, all required applications, permits, registrations and licenses shall be obtained from the Village of Oswego and the State prior to release of the Village issued video gaming license.

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

**Section 1:** That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class "B-2" video gaming licenses from two (2) to three (3) licenses. That Section 3-31-9 of the Village Code of the Village of Oswego is hereby amended as follows:

**3-31-9: NUMBER OF VIDEO GAMING LICENSES:**

(A) There shall be no more than the following licenses in effect at any one time:

- There shall be no more than four (4) Class A-1 licenses in effect at any one time.
- There shall be no more than zero (0) Class A-2 licenses in effect at any one time.
- There shall be no more than three (3) Class A-3 licenses in effect at any one time.
- There shall be no more than three (3) Class B-2 licenses in effect at any one time.
- There shall be no more than zero (0) Class F-2 licenses in effect at any one time.
- There shall be no more than one (1) Class C licenses in effect at any one time.
- There shall be no more than one (1) Class D licenses in effect at any one time.
- There shall be no more than two (2) Class E licenses in effect at any one time.
- There shall be no more than one (1) Class G licenses in effect at any one time.
- There shall be no more than one (1) Class N licenses in effect at any one time.

**Section 2: SEVERABILITY**

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

**Section 3: REPEALER**

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

**Section 4: EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

JAMES MARTER \_\_\_\_\_

LUIS PEREZ \_\_\_\_\_

TERRY OLSON \_\_\_\_\_

JUDY SOLLINGER \_\_\_\_\_

PAM PARR \_\_\_\_\_

BRIAN THOMAS \_\_\_\_\_

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
TROY PARLIER, VILLAGE PRESIDENT

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

STATE OF ILLINOIS     )  
  )  
COUNTY OF KENDALL    )        SS

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

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

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

**Video Gaming**  
**(Buchanan Energy, LLC., d.b.a. Bucky's Express #546, 6551 US Highway 34; Increase Class "B-2" Video Gaming License)**

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 6<sup>th</sup> day of October 2020, approved by the Village President on 6<sup>th</sup> day of October 2020.

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 October 2020.

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

(Seal)



100 Parkers Mill • Oswego, Illinois 60543  
630.554.3259  
Website: http://www.oswegoil.org  
registration@oswegoil.org

**PRE-QUALIFICATION APPLICATION FOR VIDEO GAMING**  
**(Please return completed application to the Village Clerk)**

Applicant Name: Steve Buchanan Driver's License Number: [REDACTED]

Address: [REDACTED]

Telephone number: [REDACTED] Alternate Number: \_\_\_\_\_

D.O.B.: [REDACTED] Place of birth: [REDACTED]

Business Name: Buchanan Energy (S) LLC d/b/a Bucky's # 546

Business Address: 6551 Route 34, Oswego, IL 60543

Mailing Address (if different): 7315 Mercy Road, Omaha, NE 68124

Email Address: accounts payable @ buchanan energy, com

Nature of Business (Principle Business Activity): CONVENIENCE STORE w/ fuel

Location for which the license is requested: 6551 Route 34

Business Phone Number: 630-551-0970 Liquor Classification: B-2

IBT No.: [REDACTED]

No. of Video Gaming Terminals to be placed at above establishment: 5  
(Max Limit of 6 for Restaurants, Bars, Gaming Cafes, or Max limit of 10 for Truck Stops)

No. of Redemption Machines to be placed at above establishment (No Max Limit): 1

Will there be food service? \_\_\_ Yes  No Will the food be prepared on-site? \_\_\_ Yes  No

Do you own or operate other businesses with video gaming? \_\_\_ Yes  No If yes, provide the date of opening and address of the business.

Date: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has any license previously issued to you by the State, Federal or local authorities been revoked?  
\_\_\_ Yes  No If yes, state the reasons and date of revocation: \_\_\_\_\_

Pursuant to Titles 3 & 6 of the Village of Oswego Code of Ordinances, I hereby certify that no changes have occurred or have been made since my last application and that I have read the above Pre-Qualification Application, and that all information contained therein is true and correct.

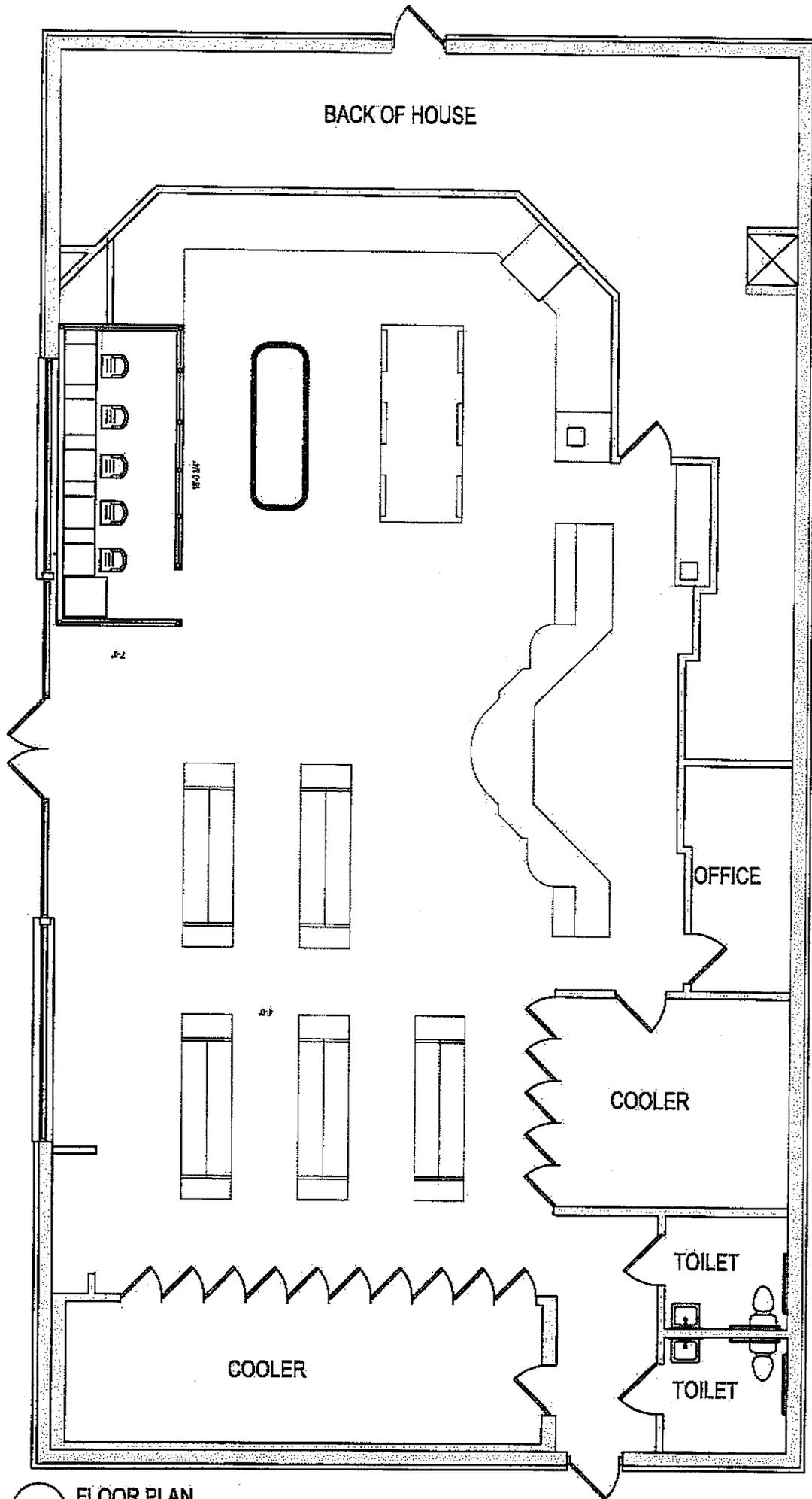
**PENALTY:** Any person found liable/guilty by a preponderance of the evidence of a violation of Village Code, relating to this licensing, in an administrative/judicial hearing shall be subject to a class IV fine, plus applicable hearing costs, as provided in subsection 1-4-3(G) of this code.

I understand any misrepresentations submitted may be cause for denial. The undersigned does hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the person or persons applying for video gaming are all of good moral character and have not been convicted of a felony; that if the applicant is approved hereunder, the undersigned will review the Village of Oswego Code of Ordinances, the State of Illinois Compiled Statutes and the Laws of the United State of America and is not disqualified by reason of any matter or thing contained in this document.

Name: Steve Buchanan Date: 8-25-20  
*(Please print clearly)*

Signed:   
*(Authorized Signature)*

Title: President, managing member



1 FLOOR PLAN

**AGENDA ITEM**

**MEETING TYPE:** Village Board  
**MEETING DATE:** October 7, 2020  
**SUBJECT:** Riverside Pizza & Pub Liquor and Video Gaming Request

**ACTION REQUESTED:**

Consideration to increase a Class “C” liquor and video gaming license for Riverside Pizza & Pub located at 1100 Douglas Road.

**BOARD/COMMISSION REVIEW:**

N/A

**ACTION PREVIOUSLY TAKEN:**

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

**DEPARTMENT:** Clerks Office

**SUBMITTED BY:** Tina Touchette

**FISCAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**DISCUSSION:**

Riverside Pizza & Pub Oswego, located at 1100 Douglas Road, applied for and requested a Class “C” liquor and video gaming license. The attached ordinances increase a Class “C” liquor license and a Class “C” video gaming license. Class “C” liquor licenses authorize the retail sale of alcoholic beverages on the specified premises for consumption on the premises inside a restaurant. The restaurant must receive more than fifty percent (50%) of its gross revenue from the sale of food

They will be subject to all sales tax and food and beverage tax as defined by Title 3 Chapter 36 of Village Code. All required occupancy permits shall be obtained from the Village of Oswego and a State issued liquor license shall be obtained from the Illinois Liquor Commission prior to release of the Village issued liquor license.

Satisfactory criminal background checks have been received.

**RECOMMENDATION:**

Staff is recommending the approval of ordinances to increase a Class “C” liquor and video gaming license for Riverside Pizza & Pub located at 1100 Douglas Road.

**ATTACHMENTS:**

- Ordinances
- Pre-Qualification Application
- Floor Plan

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

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**ORDINANCE NO. 20 - \_\_\_\_**

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

**(Riverside Pizza & Pub Oswego, 1100 Douglas Road; Increase Class “C” Liquor License)**

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

This 6<sup>th</sup> day of October 2020

Published in this pamphlet form by authority of the President  
and Board of Trustees of the Village of Oswego on October \_\_\_\_, 2020.

---

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

**(Riverside Pizza & Pub Oswego, 1100 Douglas Road; Increase Class “C” Liquor License)**

---

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

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

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

**WHEREAS**, Riverside Pizza & Pub Oswego has requested a Class “C” liquor license which authorizes the retail sale of alcoholic beverages on the specified premises for consumption on the premises inside a restaurant. The restaurant must receive more than fifty percent (50%) of its gross revenue from the sale of food; and

**WHEREAS**, Class “C” license holders can apply for a video gaming license through the State and Village. The operation of video gaming terminals shall be ancillary to the operation of the premises as a restaurant/bar; and

**WHEREAS**, all required applications, permits, registrations and licenses shall be obtained from the Village of Oswego and the State prior to release of the Village issued video gaming license.

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

**Section 1:** That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class “C” liquor licenses from seventeen (17) to eighteen (18). That Section 3-7-11 of the Village Code of the Village of Oswego is hereby amended as follows:

**3-7-11: NUMBER OF LIQUOR LICENSES:**

(A) There shall be no more than the following licenses in effect at any one time:

- There shall be no more than four (4) Class A-1 licenses in effect at any one time.
- There shall be no more than zero (0) Class A-2 licenses in effect at any one time.
- There shall be no more than three (3) Class A-3 licenses in effect at any one time.
- There shall be no more than sixteen (16) Class B-1 licenses in effect at any one time.
- There shall be no more than three (3) Class B-2 licenses in effect at any one time.
- There shall be no more than eighteen (18) Class C licenses in effect at any one time.
- There shall be no more than four (4) Class D licenses in effect at any one time.
- There shall be no more than two (2) Class E licenses in effect at any one time.
- There shall be no more than four (4) Class F-1 licenses in effect at any one time.
- There shall be no more than zero (0) Class F-2 licenses in effect at any one time.
- There shall be no more than zero (0) Class G license in effect at any one time.
- There shall be no more than zero (0) Class H license in effect at any one time.
- There shall be no more than zero (0) Class I license in effect at any one time.
- There shall be no more than zero (0) Class J license in effect at any one time.
- There shall be no more than one (1) Class K license in effect at any one time.
- There shall be no more than one (1) Class L license in effect at any one time.
- There shall be no more than zero (0) Class M license in effect at any one time.
- There shall be no more than two (2) Class N license in effect at any one time.
- There shall be no more than one (1) Class O license in effect at any one time.
- There shall be no more than one (1) Class P license in effect at any one time.

**Section 2: SEVERABILITY**

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

**Section 3: REPEALER**

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

**Section 4: EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

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

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

---

TROY PARLIER, VILLAGE PRESIDENT

---

TINA TOUCHETTE, VILLAGE CLERK

DRAFT

STATE OF ILLINOIS     )  
  )  
COUNTY OF KENDALL    )       SS

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

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

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

**(Riverside Pizza & Pub Oswego, 1100 Douglas Road; Increase Class "C" Liquor License)**

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 6<sup>th</sup> day of October 2020, approved by the Village President on 6<sup>th</sup> day of October 2020 and thereafter published in pamphlet form to the extent required by law.

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of October 2020.

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

(Seal)

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

---

**ORDINANCE NO. 20 - \_\_**

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

**Video Gaming**

**(Riverside Pizza & Pub Oswego, 1100 Douglas Road; Increase Class “C” Video Gaming License)**

---

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

This 6<sup>th</sup> day of October 2020

Published in this pamphlet form by authority of the President  
and Board of Trustees of the Village of Oswego on October \_\_, 2020.

**ORDINANCE NO. 20 - \_\_**

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

**Video Gaming  
(Riverside Pizza & Pub Oswego, 1100 Douglas Road; Increase Class “C” Video Gaming License)**

---

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

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

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

**WHEREAS**, Riverside Pizza & Pub Oswego has requested a Class “C” video gaming license which allows the licensee to apply for a video gaming license through the State. The operation of video gaming terminals shall be ancillary to the operation of the premises as a restaurant/bar; and

**WHEREAS**, all required applications, permits, registrations and licenses shall be obtained from the Village of Oswego and the State prior to release of the Village issued video gaming license.

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

**Section 1:** That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class “C” video gaming licenses from one (1) to two (2) licenses. That Section 3-31-9 of the Village Code of the Village of Oswego is hereby amended as follows:

**3-31-9: NUMBER OF VIDEO GAMING LICENSES:**

(A) There shall be no more than the following licenses in effect at any one time:

There shall be no more than four (4) Class A-1 licenses in effect at any one time.  
 There shall be no more than zero (0) Class A-2 licenses in effect at any one time.  
 There shall be no more than three (3) Class A-3 licenses in effect at any one time.  
 There shall be no more than three (3) Class B-2 licenses in effect at any one time.  
There shall be no more than two (2) Class C licenses in effect at any one time.  
 There shall be no more than one (1) Class D licenses in effect at any one time.  
 There shall be no more than two (2) Class E licenses in effect at any one time.  
 There shall be no more than zero (0) Class F-2 licenses in effect at any one time.  
 There shall be no more than one (1) Class G licenses in effect at any one time.  
 There shall be no more than one (1) Class N licenses in effect at any one time.

**Section 2: SEVERABILITY**

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

**Section 3: REPEALER**

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

**Section 4: EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

JAMES MARTER \_\_\_\_\_

LUIS PEREZ \_\_\_\_\_

TERRY OLSON \_\_\_\_\_

JUDY SOLLINGER \_\_\_\_\_

PAM PARR \_\_\_\_\_

BRIAN THOMAS \_\_\_\_\_

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
 TROY PARLIER, VILLAGE PRESIDENT

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

STATE OF ILLINOIS     )  
  )  
COUNTY OF KENDALL    )       SS

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

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

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

**Video Gaming  
(Riverside Pizza & Pub Oswego, 1100 Douglas Road; Increase Class "C" Video Gaming License)**

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 6<sup>th</sup> day of October 2020, approved by the Village President on 6<sup>th</sup> day of October 2020.

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 October 2020.

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

(Seal)



100 Parkers Mill • Oswego, Illinois 60543  
630.554.3259  
Website: <http://www.oswegoil.org>  
[registration@oswegoil.org](mailto:registration@oswegoil.org)

**PRE-QUALIFICATION APPLICATION FOR VIDEO GAMING**  
**(Please return completed application to the Village Clerk)**

ID# 6908

Applicant Name: Andrew Hogberg Driver's License Number: [REDACTED]

Address: [REDACTED]

Telephone number: [REDACTED] Alternate Number: \_\_\_\_\_

D.O.B.: [REDACTED] Place of birth: [REDACTED]

Business Name: Riverside pizza and pub

Business Address: 1100 Douglas RD

Mailing Address (if different): \_\_\_\_\_

Email Address: ~~andrew.hogberg@oswegoil.org~~ RiversideOSwego@gmail.com

Nature of Business (Principle Business Activity): Restaurant and BAR

Location for which the license is requested: 1100 Douglas RD

Business Phone Number: TBD Liquor Classification: C

IBT No.: TBD

No. of Video Gaming Terminals to be placed at above establishment: 6  
(Max Limit of 6 for Restaurants, Bars, Gaming Cafes, or Max limit of 10 for Truck Stops)

No. of Redemption Machines to be placed at above establishment (No Max Limit): 1

Will there be food service?  Yes  No Will the food be prepared on-site?  Yes  No

Do you own or operate other businesses with video gaming?  Yes  No If yes, provide the date of opening and address of the business.

Date: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has any license previously issued to you by the State, Federal or local authorities been revoked?  
 Yes  No If yes, state the reasons and date of revocation: \_\_\_\_\_

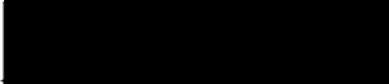
Pursuant to Titles 3 & 6 of the Village of Oswego Code of Ordinances, I hereby certify that no changes have occurred or have been made since my last application and that I have read the above Pre-Qualification Application, and that all information contained therein is true and correct.

**PENALTY:** Any person found liable/guilty by a preponderance of the evidence of a violation of Village Code, relating to this licensing, in an administrative/judicial hearing shall be subject to a class IV fine, plus applicable hearing costs, as provided in subsection 1-4-3(G) of this code.

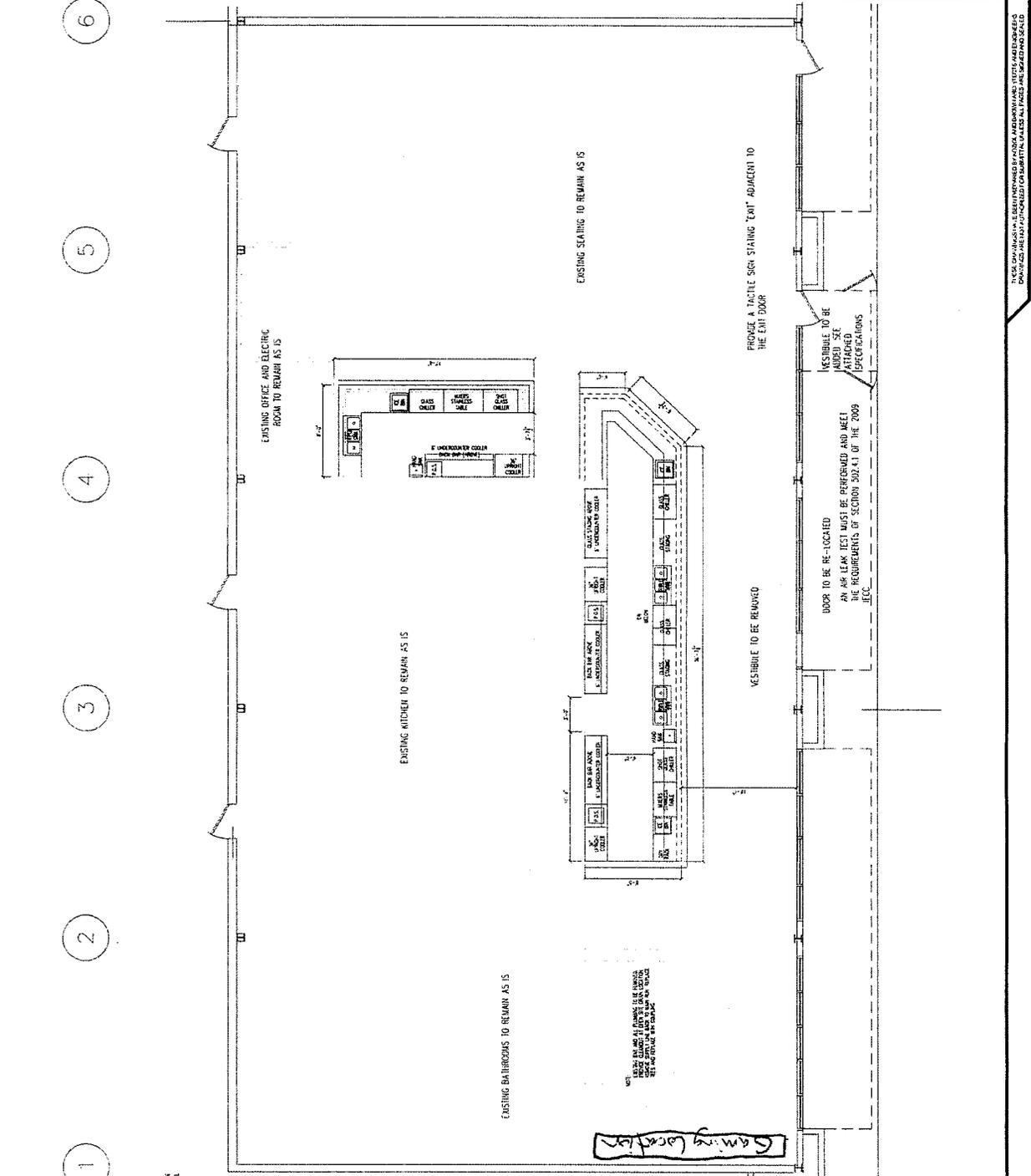
I understand any misrepresentations submitted may be cause for denial. The undersigned does hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the person or persons applying for video gaming are all of good moral character and have not been convicted of a felony; that if the applicant is approved hereunder, the undersigned will review the Village of Oswego Code of Ordinances, the State of Illinois Compiled Statutes and the Laws of the United State of America and is not disqualified by reason of any matter or thing contained in this document.

Name: Andrew Hoyer  
(Please print clearly)

Date: 08/17/20

Signed:   
(Authorized Signature)

Title: Manager/owner



**GENERAL NOTES:**

- 1) THESE NOTES SHALL APPLY UNLESS OTHERWISE INDICATED ON DRAWINGS OR IN SPECIFICATIONS.
- 2) ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR ALL MATERIALS AND METHODS OF CONSTRUCTION UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
- 3) IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS, APPROVALS, AND ORDINANCES FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
- 4) ALL WORK SHALL BE PERFORMED BY QUALIFIED CONTRACTORS UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
- 5) THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
- 6) APPROPRIATE SIGNIFICANT WORK SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
- 7) ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR ALL MATERIALS AND METHODS OF CONSTRUCTION UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
- 8) THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
- 9) ALL WORK SHALL BE PERFORMED BY QUALIFIED CONTRACTORS UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
- 10) THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
- 11) ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR ALL MATERIALS AND METHODS OF CONSTRUCTION UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
- 12) THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
- 13) ALL WORK SHALL BE PERFORMED BY QUALIFIED CONTRACTORS UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
- 14) THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

**GENERAL PUBLIC HEALTH NOTES:**

- 1) ALL FOOD CONTACT SURFACES SHALL BE STAINLESS STEEL OR FOOD GRADE PLASTIC.
- 2) ALL FOOD CONTACT SURFACES SHALL BE SMOOTH AND FREE OF CRACKS, CHIPS, AND OTHER DEFECTS.
- 3) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY PERSONNEL, ANIMALS, AND OTHER SOURCES.
- 4) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY DROPS OF LIQUID OR SOLID PARTICLES.
- 5) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY AIRBORNE PARTICLES.
- 6) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY INSECTS AND OTHER PESTS.
- 7) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY VOLATILE ORGANIC COMPOUNDS.
- 8) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY HEAVY METALS.
- 9) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY RADIOACTIVE MATERIALS.
- 10) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY OTHER HAZARDOUS SUBSTANCES.
- 11) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY BACTERIA AND OTHER MICROORGANISMS.
- 12) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY FUNGI AND OTHER MICROORGANISMS.
- 13) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY VIRUSES AND OTHER MICROORGANISMS.
- 14) ALL FOOD CONTACT SURFACES SHALL BE PROTECTED FROM CONTAMINATION BY PARASITES AND OTHER MICROORGANISMS.

**GENERAL EQUIPMENT NOTES:**

- 1) ALL EQUIPMENT SHALL BE NEW UNLESS OTHERWISE INDICATED.
- 2) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 3) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
- 4) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE PERMITS AND ORDINANCES.
- 5) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE SAFETY REQUIREMENTS.
- 6) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MAINTENANCE REQUIREMENTS.
- 7) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE WARRANTY REQUIREMENTS.
- 8) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE INSURANCE REQUIREMENTS.
- 9) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE LIABILITY REQUIREMENTS.
- 10) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE OTHER REQUIREMENTS.

**AGENDA ITEM**

**MEETING TYPE:** Village Board  
**MEETING DATE:** October 6, 2020  
**SUBJECT:** Not-for-profit COVID Grant program

**ACTION REQUESTED:**

Approval of a resolution authorizing \$5,000 be allocated to support local not-for-profit organizations impacted by COVID-19 in grants not to exceed \$500.

**BOARD/COMMISSION REVIEW:**

N/A

**ACTION PREVIOUSLY TAKEN:**

Date of Action	Meeting Type	Action Taken
4/21/2020	Committee of the Whole	Authorization to use the Economic Development Fund to support local businesses impacted by COVID.

**DEPARTMENT:** Administration

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

**FISCAL IMPACT:**

The funds for the not-for-profit COVID-19 grant will be taken from the previously allocated \$100,000 to support businesses impacted by COVID-19.

**BACKGROUND:**

In April, the Village Board authorized Economic Development Funds to be used in several programs to support local businesses whose operations were impacted by the COVID-19 pandemic. Not-for-profit organizations were not originally included in these programs. Oswego has a variety of not-for-profit organizations that benefit people throughout the community. These organizations have also been impacted through reduced fund-raising opportunities, increased demand, or both.

**DISCUSSION:**

To support local not-for-profit organizations in need, staff is proposing a grant program totaling \$5,000, which would provide grants of up to \$500 to eligible not-for-profits. Applicants would be evaluated on the following:

1. Provides services that benefit the community at large.
2. Impacted by COVID-19 in its ability to continue its operations
3. Will use grant funding to reduce the impact of COVID-19 on the not-for-profit's operations or assist not-for-profit's operations to support those impacted by COVID-19.

In order to be considered for a grant, staff recommends the following minimum qualifications:

- Be a not-for-profit organization registered with the Secretary of State's Office in existence prior to March 15, 2020
- Based in or with primary operations in the Village of Oswego, Illinois
- Not-for-profit organizations that have a funding agreement with the Village of Oswego are excluded.

If the program is approved, staff would open a submission portal on Wednesday, October 7. Submissions would be accepted and evaluated on a first-come, first-served basis by staff, with funds granted if the applicant meets the awards criteria. If funds remain after 90 days, a new round of submissions would be open and previous recipients would be eligible to apply.

**RECOMMENDATION:**

Staff recommends approval of a not-for-profit COVID grant program.

**ATTACHMENTS:**

Resolution Authorizing \$5,000 of the Economic Development Fund to be used for a Not-for-Profit COVID Grant Program.

- Exhibit A: Not-for-profit COVID Grant Program Application

**RESOLUTION NO. 20 - R - \_\_\_\_**

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**A RESOLUTION AUTHORIZING \$5,000 IN NOT-FOR-PROFIT COVID GRANTS  
FROM THE ECONOMIC DEVELOPMENT FUND**

---

**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**, not-for-profit organizations benefit the residents of the Village of Oswego, and the community at large, in a variety of ways; and

**WHEREAS**, the COVID-19 pandemic has impacted local not-for-profit organizations’ ability to continue to provide their intended services; and

**WHEREAS**, it is in the best interest of the Village of Oswego to authorize the use of Village funds to support the continued operation of local not-for-profit organizations.

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

**SECTION 1. INCORPORATION OF RECITALS**

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

**SECTION 2. SUPPORT FOR USE OF FUNDS**

The Village President and Village Board of Trustees hereby authorize and direct staff to accept applications for not-for-profit grants from the Economic Development Fund, with total grant funding not to exceed \$5,000 based on the Application Criteria and Minimum Qualifications set forth in the application 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 to the extent of the conflict.

**SECTION 4. SEVERABILITY**

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

**SECTION 5. EFFECTIVE DATE**

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

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_ day of \_\_\_ 2020.

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

**APPROVED** by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this \_\_\_ day of \_\_\_ 2020.

\_\_\_\_\_  
TROY PARLIER, VILLAGE PRESIDENT

\_\_\_\_\_  
Tina Touchette, Village Clerk

STATE OF ILLINOIS     )  
  )  
COUNTY OF KENDALL    )           SS

**CLERK'S CERTIFICATE**  
**(RESOLUTION)**

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

**A RESOLUTION AUTHORIZING \$5,000 IN NOT-FOR-PROFIT COVID GRANTS  
FROM THE ECONOMIC DEVELOPMENT FUND**

which Resolution was duly adopted by said Board of Trustees at a meeting held on the \_\_\_ day of \_\_\_\_\_ 2020, and thereafter approved by the Village President on the \_\_\_ day of \_\_\_\_\_ 2020.

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 \_\_\_\_\_ 2020.

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

(Seal)

## Village of Oswego Not-for-profit COVID Grant Program

The Village of Oswego has repurposed a portion of the Economic Development Fund to support businesses during the COVID-19 pandemic. Not-for-profit organizations contribute to the community by creating jobs, supporting those in need, and fostering a stronger sense of community within the Village. The Village of Oswego intends to allocate \$5,000 of the Economic Development Fund COVID relief to support local not-for-profit organizations in grants of up to \$500 each.

The applications will be evaluated based on how well they meet the application criteria stated below. Applicants will be evaluated in the order in which they are received. The application period will be closed when funds are exhausted or 90 days have lapsed, whichever occurs first.

### Application Criteria

Applications for the Oswego Not-for-profit Grant Program will be evaluated on the following criteria:

1. Provides services that benefit the community at large.
2. Impacted by COVID-19 in its ability to continue its operations
3. Will use grant funding to reduce the impact of COVID-19 on the not-for-profit's operations or assist not-for-profit's operations to support those impacted by COVID-19.

### Minimum Application Qualifications

In order to be considered for a grant, the not-for-profit must:

- Be a not-for-profit organization registered with the Secretary of State's Office in existence prior to March 15, 2020
- Based in or with primary operations in the Village of Oswego, Illinois
- Not-for-profit organizations that have an existing funding agreement with the Village of Oswego are excluded.

## Application

**Legal name of entity requesting funds required**

**Name and title of applicant required**

**FEIN or tax identification number required**

**Amount of funding requested, up to \$500 required**

**Not-for-profit Address required**

Exhibit A

**Proof of not-for-profit status required**

Uploader drag files here.

Was the not-for-profit organization in existence prior to March 15, 2020? required

Yes  No

**Please explain the services provided through the not-for-profit organization, and to whom they are provided. required**

**Please describe the impact COVID-19 has had on the not-for-profit's operations and/or ability to provide services. required**

**Please describe how the grant funds will be used. required**

By signing and submitting the application for the Village of Oswego not-for-profit COVID grant program, you are certifying the provided information is accurate and reflects the needs of the not-for-profit organization.

Falsification of any portion of the application will immediately disqualify the applicant from funding eligibility.

The Village reserves the right to request clarification or further documentation as part of the grant application process.

**Signature**

Untitled

Submit