



NOTICE AND AGENDA

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

WILL BE HELD ON

January 14, 2020

7:00 PM

Location: Oswego Village Hall

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

- B. ROLL CALL**

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

- D. RECOGNITIONS/APPOINTMENTS**

- E. PUBLIC FORUM**

- F. STAFF REPORTS**

- G. CONSENT AGENDA**

G.1. December 10, 2019 Committee of the Whole Minutes

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

Tina Touchette
Village Clerk

[12-10-19 COTW.docx](#)

G.2. December 10, 2019 Regular Village Board Minutes

[12-10-19 RegVB.docx](#)

G.3. December 13, 2019 Special Village Board Minutes

[12-13-19 SpclVB.docx](#)

G.4. Ordinance Amending Title 3 Chapter 19 of Village Code; Tobacco

[Memo-Tobacco Code Amendment.docx](#)
[20- Tobacco Code Amendment 12-4-19.docx](#)

G.5. Ordinance Amending Title 3 Chapter 2 of Village Code; Special Events.

[Memo-Special Events Code Amendment.docx](#)
[20- Special Events Code Amendment 12-10-19.docx](#)

G.6. Resolution Authorizing a Permanent Sanitary Easement Agreement Between the Village of Oswego and Imperial Investments, LLC for 121 Main Street, Oswego IL.

[Block 11 Sanitary Easement Memo 011420 DDSRev.docx](#)
[20-R- Resolution Authorizing Permanent Sanitary Easement Agreement Imperial Investments 121 Main St .docx](#)
[Exhibit A sanitary easement.pdf](#)

G.7. Resolution Repealing 19-R-90 and Adopting an Amendment to the Personnel Policy for the Village of Oswego, Kendall and Will Counties, Illinois (Drug Free Workplace)

[Drug Free Workplace Rev 2 VB Memo 011420.docx](#)
[DRUG FREE WORKPLACE Revised 011420 track changes.pdf](#)
[Resolution Repealing and Amending Drug Free Workplace 011420.docx](#)
[DRUG FREE WORKPLACE Revised 011420.docx](#)

G.8. Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego.

[Surplus Disposal Request Memo 011420 cjp.docx](#)
[Ordinance-Disposal of Surplus Equipment 011420 cjp.docx](#)
[EXHIBIT A - Surplus ItemDetail 011420 cjp.docx](#)

G.9. Brazos Electronic Citation Software Program

a) Resolution Authorizing an Intergovernmental Agreement Between the Village of Oswego and Kendall County Circuit Clerk (Brazos Electronic Citation Software).

- b) Resolution Authorizing Approval for the Request for Additional Tyler/New World Product KenCom Document – Brazos Electronic Citation Software and Hardware.

[Brazos E-Citation Software - Memo - 1-14-20\(1\) DDSRev.docx](#)
[Brazos E-Citation Software - Resolution - Circuit Clerk IGA - Exhibit A - 1-14-20.docx](#)
[Brazos E-Citation Software - Circuit Clerk IGA - Exhibit A - 1-14-20.pdf](#)
[Brazos E-Citation Software - Resolution - KenCom Document - Exhibit B - 1-14-20.docx](#)
[Brazos E-Citation Software - KenCom Request for Tyler Products Agreement - Exhibit B - 1-14-20.pdf](#)

- G.10. Resolution Authorizing the Execution of a 3-Year Contract with A Beep, LLC for the Joint Purchase of Police Radios, Accessories and Licenses.

[A Beep LLC Contract Memo 011420 cjp.docx](#)
[Resolution 20-R- A Beep LLC Contract.doc](#)
[Exhibit A - Oswego Proposal Evaluation Analysis.pdf](#)
[Exhibit B – Request For Proposal for the Joint Purchase of Radios, Accessories and Licenses for Multiple Agencies Submission - A Beep, LLC Proposal.pdf](#)
[Exhibit C - A Beep, LLC Contract - Oswego.pdf](#)

H. BILL LIST

- H.1. Approve Bill List Dated January 14, 2020 in the Amount of \$3,271,467.41.

[1-14-20 Bill List.pdf](#)

I. OLD BUSINESS

J. NEW BUSINESS

- J.1. Ordinance Approving a Temporary Downtown Moratorium on Certain Uses Located on B-3 and M-1 Zoned Properties in the Downtown Core For a Period of 32-Months.

[1050.19 Text Amendment Temporary Moratorium VB Memo VB 1-14-20 \(3\).docx](#)
[comp plan pages 28-29.pdf](#)
[Downtown Zoning Map.pdf](#)
[List of B-3 and M-1 Uses.docx](#)
[Ord -- Temporary moratorium downtown core -- 11.25.19 \(1\).doc](#)
[exhibit b.pdf](#)
[Downtown Moratorium.PC.12.5.19.docx](#)
[PZC minutes 12 05 19 \(1\).doc](#)

- J.2. Ordinance Granting Certain Variations to the Village Sign Ordinance to Allow for an Electronic Messaging Board Sign at 19 W. Washington Street.

[1053.19 American Legion Sign Variance - 19 W. Washington St. VB Memo 01.14.20.docx](#)
[Ord 1053.19 American Legion Sign Variance - 19 W. Washington Street \(vKO\).docx](#)

[Exhibit B - Location Map.pdf](#)
[Exhibit C - Sign Plans.pdf](#)
[1053.19 19 W. Washington Street American Legion Sign.VAR.PC.01.09.20 \(v2\).docx](#)

- J.3. Ordinance Granting a Final PUD and Plat for Lot 4 of Orchard Way to Allow for the Development of a Fast Food Restaurant and a Multi-Tenant Commercial Building Located at 3439 Orchard Road, in the Village of Oswego, Kendall County, Illinois.

[1035.19 Orchard Way Lot 4 Final PUD Plat and Plan VB Memo 01.14.20 DDSRev.docx](#)
[Ord # 1035.19 Orchard Way Lot 4 Final PUD Plan and Plat.docx](#)
[Exhibit B - Location Map.pdf](#)
[Exhibit C - Orchard Plaza Final Plan of PUD.pdf](#)
[Exhibit D - Orchard Plaza Final Plat of PUD.pdf](#)
[Exhibit E - Orchard Plaza Landscape Plans.pdf](#)
[Exhibit F - Burger King Elevations.pdf](#)
[Exhibit G - Retail Building Elevations.pdf](#)
[1035.19 OrchardWayBurgerKing and outlot.PC.5.23.19.docx](#)
[1035.19 OrchardWayBurgerKing and outlot.PC.09.05.19.docx](#)

- J.4. Resolution Authorizing an Intergovernmental Agreement Between the Village of Oswego and the Oswego Fire Protection District for Collecting DUI Blood Draws.

[Oswego Fire Protection District DUI Blood Draw IGA - Memo - 1-14-20.docx](#)
[Oswego Fire Protection District DUI Blood Draw IGA - Resolution - 1-14-20.docx](#)
[Oswego Fire Protection District DUI Blood Draw IGA - Exhibit A - 1-14-20.doc](#)

- J.5. Resolution Authorizing the Execution of a Professional Services Agreement with Schoppe Design Associates, Inc. in the Amount of \$20,300.

[Schoppe AI 1-14-20.docx](#)
[Schoppe Resolution 1-14-20 \(1\).docx](#)
[Professional Services Agreement - Schoppe Design Associates Inc. 122019 cjp.pdf](#)
[Exhibit B - Cost Proposal - Schoppe Design Associates Inc .pdf](#)

- J.6. Ordinance Granting a Special Use Permit to Allow for the Operation of a Cigar, Cigarette, and Tobacco Store at 267 N. Merchants Drive. (Dr. LungZzz)

[1051.19 Dr. LungZzz Special Use Permit - 267 N. Merchants Dr VB Memo 01.14.20.docx](#)
[Ord. 20- Dr. LungZzz Special Use Permit 267 N. Merchants Dr \(01.14.20\).docx](#)
[Exhibit B - Location Map.pdf](#)
[1051.19.Dr.Lungzzz.SU.PC.01.09.20.docx](#)

- J.7. Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #2 to the Construction Contract with H. Linden & Sons, in the Amount of \$59,460.00 for the Construction of the Reserve at Hudson Crossing Public Improvements

[SQ121420.pbot Reserve at Hudson Crossing Change Order 2 DDSRev.docx](#)
[20-R- Reserve at Hudson Crossing Change Order 2.docx](#)
[Exhibit A.pdf](#)

K. PRESIDENT’S REPORT

L. TRUSTEE REPORTS

M. CLOSED SESSION

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

N. POSSIBLE ACTION OF CLOSED SESSION ITEMS INCLUDING:

O. ADJOURNMENT

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
December 10, 2019**

CALL TO ORDER

President Troy Parlier called the meeting to order at 6:03 p.m.

ROLL CALL

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

Absent: Trustee Luis Perez.

Staff Present: Dan Di Santo, Village Administrator; Christina Burns, AVA/HR Director; Tina Touchette, Village Clerk; Jeff Burgner, Police Chief; Jennifer Hughes, Public Works Director; Rod Zenner, Community Development Director; Jenette Sturges, Community Engagement Coordinator, Marketing; Joe Renzetti, IT/GIS Manager; Jay Hoover, Building & Zoning Manager; Carri Parker, Purchasing Manager; Susan Quasney, Project Engineer; Steve Raasch, Facilities Manager; and Karl Ottosen, Village Attorney.

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

There was no one requested to electronically participate.

PUBLIC FORUM

Public Forum was opened at 6:04 p.m.

Jack Nevin, owner of the 7-Eleven on Douglas Road, addressed the Board regarding the request for a pour license to allow him to have video gaming machines in his store. He is struggling and could use the extra money; his location does not have a gas station; he is an active participant in the community; loves Oswego; requested a change to the ordinance to allow him to have video gaming at his convenience store; not sure the reasoning for not including him.

Margaret Westlove, a video gaming distributor, addressed the Board regarding why the Board does not allow convenience stores to have video gaming; an on-premise pour license needs to be obtained in order to have gaming.

There was no one else who requested to speak; the Public Forum was closed at 6:09 p.m.

NEW BUSINESS

E.1. Waubonsee Community College Presentation

Dr. Jamal Scott, VP of Strategic Development, addressed the Board regarding Waubonsee Community College's (WCC) strategic plan and briefly provided his background.

Facts and Figures

- District 516
 - Encompasses 624 square miles
 - Includes southern Kane County, portions of Kendall, DeKalb, LaSalle and Will Counties
 - Serves 22 municipalities, 12 public school districts and 13 public high schools
- 14,252 students enrolled
 - 18% full-time

- 82% part-time
- 44% male students
- 56% female students
- Four campuses
 - Sugar Grove
 - Downtown Aurora
 - Fox Valley, by Rush Copley
 - Plano
 - ✓ Closing down next week and re-opening in August 2020
 - ✓ Campus will be dedicated to innovation and technology
 - ✓ A grand re-opening will be scheduled

Organization Structure

- Strategic Development
- Student Development
- Education Affairs
- Finance and Operations

A Community Needs Assessment was conducted in 2018; receiving feedback from more than 1,500 people in the community. Focus groups were conducted with the students and held listening sessions with employers.

- Top of mind awareness
- Brand recognition not as strong
- More marketing and advertising were needed
- Employer partnerships 60/40 split

Strategic Statement

“To be the top choice for learning in our community”

Foundational Pillars

- Student Equity and Success
- Community Connections
 - Community education strategy- hard to compete with park districts; focusing more on careers
- Employee and Organizational Excellence

High School Enrollments

- W. Aurora- 25%
- E. Aurora- 19%
- Batavia- 15%
- Geneva- 19%
- Kaneland- 27%
- Oswego- 21%
- Oswego East- 19%
- Yorkville- 22%

Title V Grant

Provides grants to increase retention and completion of Hispanic and high-needs students through improved educational offerings, services and initiatives. In order to qualify for the program, at least 25% of the student population must be Hispanic. WCC partnered with Civitas which specializes in predictive analytics modeling that assists with student retention.

Dunham Fund Quick Path Program

One-year associates degree program; limited to ten (10) students.

Pathways & G2R (guaranteed to run)

Courses will not be canceled for any reason even if there are only one or two students enrolled in the course. Currently 39 pathways.

Board, staff and WCC discussion focused on doing a lot of work with dual credits; possibility of expanding for training in Oswego; looking forward to working with Oswego; whether WCC would ever build a campus in Oswego; not a campus, but possibly a center concept; disheartening that the Plano campus is getting re-worked; getting tired of waiting for WCC; need detailed discussion on a location in Oswego; Board members would like to be part of the discussion; cost effective building needs to be part of the model. Village President thanked Dr. Scott for presenting.

OLD BUSINESS

F.1. Continuing Discussion Regarding Pedestrian Crossings on Washington Street

Director Hughes addressed the Board regarding the continued discussions regarding the pedestrian crossings on Washington Street. An open house is scheduled for tomorrow night from 4:30 pm-7:00 pm at Village Hall to obtain feedback. Staff will select the options and bring back to the Board. This is the third step of the four-step process:

- 1) Collect data
- 2) Define purpose and establish needs
- 3) Meet with residents, businesses and IDOT
- 4) Present short- and long-term options

Potential improvements are categorized as short-term or long-term alternatives based upon the ease of implementing and whether the traffic meets the pre-conditions, or warrants, for installation.

Short-term alternatives (6 months-1 year):

1. Re-striping (minimal cost)
2. Improve crosswalk
3. Add signage and enforce speed (on-going)
4. Speed limit radar signs (new)
5. Rectangular Rapid Flashing Beacons at Main St. (relocate existing beacons to overhead; currently, vehicles in the middle lanes may not be able to see pedestrians)
6. Remove split phasing at US 34 & IL 31 (minimal cost)
7. Optimize traffic signal timings through corridor (minimal cost)
8. Multi-way stop control (dismissed as this creates other hazards and too much of a delay)

Long-term alternatives:

1. Traffic signals (carry forward); signal at Main St. will take time and will need warrants to be met
2. Pedestrian Hybrid Beacon (HAWK) (dismissed by IDOT)
3. Pedestrian signal
4. Roundabout (will not fit)
5. Road diet (dismissed due to impacts on traffic flow)
6. Bump-outs (dismissed due to impacts on traffic flow)
7. Improve street lighting on Washington St. and lighting the sidewalks (carry forward)
8. Streetscape pedestrian crossing treatments (dismissed due to maintenance concerns)
9. Pedestrian overpass/underpass (dismissed due to cost, feasibility and giving up access to turning on Main St.)
10. Re-route US Route 34 to Orchard Rd (dismissed as this does not solve the problem and the Village would need to take over maintenance of the bridge)
11. Speed tables (IDOT does not permit these on US routes)

Board and staff discussion focused on a traffic signal is one of the better options, but not ideal; ways to address back-ups and possible rear end collisions; lighting might help; over the road beacon signs; received suggestions from business owners; businesses prefer lighting and reflectors versus a traffic signal; businesses more concerned

about speed and enforcement; no perfect solution; work on visibility; keep options open; IDOT agreed to a traffic light at Harrison Street; new downtown developments and traffic projections were taken into consideration; looked at each intersection and then at each corridor as a whole; some complications with the railroad crossing, but it looks feasible; better lighting needed; overhead just at Main St.; overhead will be LED; similar to a strobe light; whether there are Federal grants available; IDOT will not allow boulevards; not done with funding; traffic signals cost \$300,000 each. There was no further discussion.

CLOSED SESSION

There was no Closed Session.

ADJOURNMENT

The meeting adjourned at 6:56 p.m.

Tina Touchette
Village Clerk

DRAFT

**MINUTES OF A REGULAR MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
December 10, 2019**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Troy Parlier called the meeting to order at 7:05 p.m. and led the Pledge of Allegiance to the Flag of the United States of America.

ROLL CALL

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

Trustee Luis Perez attended electronically at 7:06 p.m.

Staff Present: Dan Di Santo, Village Administrator; Christina Burns, AVA/HR Director; Tina Touchette, Village Clerk; Jeff Burgner, Police Chief; Jennifer Hughes, Public Works Director; Rod Zenner, Community Development Director; Jenette Sturges, Community Engagement Coordinator, Marketing; Joe Renzetti, IT/GIS Manager; Jay Hoover, Building & Zoning Manager; Carri Parker, Purchasing Manager; Susan Quasney, Project Engineer; Steve Raasch, Facilities Manager; and Karl Ottosen, Village Attorney.

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

President Parlier stated Trustee Luis Perez requested the consideration of electronically attending tonight's meeting. Clerk Touchette confirmed the receipt of an electronic attendance request form from Trustee Luis Perez who was unable to attend because of employment purposes. President Parlier requested the following motion after it was determined there was a quorum:

Motion to Approve Trustee Perez to Electronically Attend the December 10, 2019 Regular Village Board Meeting.

A motion was made by Trustee Marter and seconded by Trustee Sollinger to Approve Trustee Luis Perez to Electronically Attend the December 10, 2019 Regular Village Board Meeting.

Aye: James Marter
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.

Trustee Luis Perez was approved to electronically attend December 10, 2019 Regular Village Board Meeting at 7:06 p.m. via phone/audio conference.

RECOGNITIONS/APPOINTMENTS

D.1. Oath of Office

a. Steven J. Lawrence- Sergeant

Chief Burgner briefly spoke of his history and service with the PD. Police Commission Chairperson, retired Police Chiefs and Officers from various departments, Sheriff Baird and family members were in attendance. President Parlier administered the oath of office. His wife pinned his badge on him.

D.2. Employee Service Awards

a. Mark Horton- 10 Years of Service (Finance Department)- Did not attend.

PUBLIC FORUM

Public Forum was opened at 7:15 p.m.

James Marter addressed the Board regarding the cannabis ordinance. Disgusted that Illinois is becoming a drug use State; against facilities that produce or sell; school opt-out option; drug overdoses; it is a gateway drug; black market sales; Village should opt-out. A marijuana fact sheet was provided to the Board.

Jacqueline Muhammad, Outreach Director for Representative Lauren Underwood's Office, addressed the Board regarding legislative updates. Two offices are located in West Chicago and Woodstock for staff to meet with constituents. Constituents can also speak with staff at the Yorkville Public Library the 4th Thursday of the month from 3pm-6:45pm. Representative Underwood recently held her 14th Town Hall Meeting at the Oswego Fire Department. Staff can assist with Federal red tape; case work; federal grants. She also discussed the committees that Rep. Underwood is part of.

There was no one else who requested to speak; the Public Forum was closed at 7:25 p.m.

STAFF REPORTS

Administrator Dan Di Santo- the Village closed on the amphitheater property. This is the 3 acres by the Park & Ride that was donated to the Village. Staff will be bringing next steps information to the January 14, 2020 Committee of the Whole meeting for discussion.

Director Hughes- completed leaf collection yesterday; staff was assisted by a contractor; incredible job. Tomorrow night is an open house to discuss the next step for the Washington Street pedestrian crossing. Engineers will be attending to answer questions. She presented an award to Chief Burgner. The new Police Headquarters won "Best Green Project in the Midwest" from Engineering News Record. The PD will be moving on to the national competition.

CONSENT AGENDA

- G.1. November 19, 2019 Committee of the Whole Minutes
- G.2. November 19, 2019 Regular Village Board Minutes
- G.3. Resolution Authorizing Release of Closed Session Minutes. **Resolution No. 19-R-83**
- G.4. Ordinance Granting a Minor Amendment to the Planned Unit Development (PUD) for Lot 7 of Gerry Property; Rear Signage for Ivy Rehab Located at 1480 Douglas Road. **Ordinance No. 19-65**
- G.5. Resolution Authorizing Change Order #1 to the Contract with Copenhaver Construction for the Public Improvements of Block 11 in an Amount Not to Exceed \$35,000. **Resolution No. 19-R-84**
- G.6. Resolution Approving the Master Professional Services Contract Between the Village of Oswego and Alarm Detection Systems, Inc. **Resolution No. 19-R-85**
- G.7. Resolution Adopting Revised Fiscal Year 2020 Salary Ranges (IT Support Specialist); This is the last step in the process. **Resolution No. 19-R-86**
- G.8. 2020 Road Resurfacing Project; more MFT projects will be brought back after staff knows what the numbers will be.

- a) Resolution Authorizing the Execution of a Professional Engineering Services Contract with HR Green in an Amount of \$22,000 for Preliminary Engineering and 5% of the Awarded Construction Contract for Construction Engineering for the 2020 Pavement Resurfacing Program of Various Streets Utilizing Motor Fuel Tax Funds. **Resolution No. 19-R-87**
- b) Resolution for Maintenance Under the Illinois Highway Code in the Amount of \$22,000 for FY20 for the 2020 Pavement Resurfacing Program of Various Streets Utilizing Motor Fuel Tax Funds. **Resolution No. 19-R-88**
- c) Resolution for Maintenance Under the Illinois Highway Code in the Amount of \$578,000 for FY21 for the 2020 Pavement Resurfacing Program of Various Streets Utilizing Motor Fuel Tax Funds. **Resolution No. 19-R-89**

A motion was made by Trustee Sollinger and seconded by Trustee Olson to approve the Consent Agenda; Approving the November 19, 2019 Committee of the Whole Minutes; Approving the November 19, 2019 Regular Village Board Minutes; and approving the following ordinances and resolutions:

Ordinance No. 19-65; Ordinance Granting a Minor Amendment to the Planned Unit Development (PUD) for Lot 7 of Gerry Property; Rear Signage for Ivy Rehab Located at 1480 Douglas Road.

Resolution No. 19-R-83; Resolution Authorizing Release of Closed Session Minutes.

Resolution No. 19-R-84; Resolution Authorizing Change Order #1 to the Contract with Copenhaver Construction for the Public Improvements of Block 11 in an Amount Not to Exceed \$35,000.

Resolution No. 19-R-85; Resolution Approving the Master Professional Services Contract Between the Village of Oswego and Alarm Detection Systems, Inc.

Resolution No. 19-R-86; Resolution Adopting Revised Fiscal Year 2020 Salary Ranges (IT Support Specialist); This is the last step in the process.

Resolution No. 19-R-87; Resolution Authorizing the Execution of a Professional Engineering Services Contract with HR Green in an Amount of \$22,000 for Preliminary Engineering and 5% of the Awarded Construction Contract for Construction Engineering for the 2020 Pavement Resurfacing Program of Various Streets Utilizing Motor Fuel Tax Funds.

Resolution No. 19-R-88; Resolution for Maintenance Under the Illinois Highway Code in the Amount of \$22,000 for FY20 for the 2020 Pavement Resurfacing Program of Various Streets Utilizing Motor Fuel Tax Funds.

Resolution No. 19-R-89; Resolution for Maintenance Under the Illinois Highway Code in the Amount of \$578,000 for FY21 for the 2020 Pavement Resurfacing Program of Various Streets Utilizing Motor Fuel Tax Funds.

Aye: James Marter II
Pam Parr
Judy Sollinger

Terry Olson
Luis Perez
Brian Thomas

Absent: None

Nay: None

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

BILL LIST

H.1. Approve Bill List Dated December 10, 2019 in the Amount of \$2,136,187.07.

A motion was made by Trustee Parr and seconded by Trustee Olson to approve the Bill List Dated December 10, 2019 in the Amount of \$2,136,187.07.

Aye: James Marter II
Pam Parr
Judy Sollinger

Terry Olson
Luis Perez
Brian Thomas

Absent: None

Nay: None

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

President Parlier noted that a bill list item was missed. A Special Village Board meeting will be held on Friday, Monday or Tuesday to approve the missed item.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Administrator Di Santo addressed the Board regarding cannabis. On June 25, 2019, Governor Pritzker signed Public Act 101-27 (Cannabis Act) into law; legalizing and regulating production, consumption, and sale of cannabis in Illinois. Oswego has no control over the legality of cannabis. The Cannabis Act authorizes the production and distribution of cannabis and cannabis products through state-licensed cultivators, craft growers, infusers, transporters and dispensaries. Adult Use Licenses will be granted on a graduated scale. Licenses available for January 1, 2020 will only be issued to the existing 55 medical cannabis dispensaries; who will be permitted to open a second adult use dispensary. An additional 75 licenses will be awarded before May 1, 2020. After January 1, 2021, another 110 licenses will be available. After January 1, 2022, up to 500 licenses will be available. Cultivators will be capped at 50, craft growers at 100 and infusers at 100. Home grow cannabis is limited to medical cannabis program participants only.

Staff will be presenting four items for discussion and vote:

- 1) Police enforcement
- 2) Changes to the personnel manual
- 3) Zoning regulations
- 4) Cannabis tax

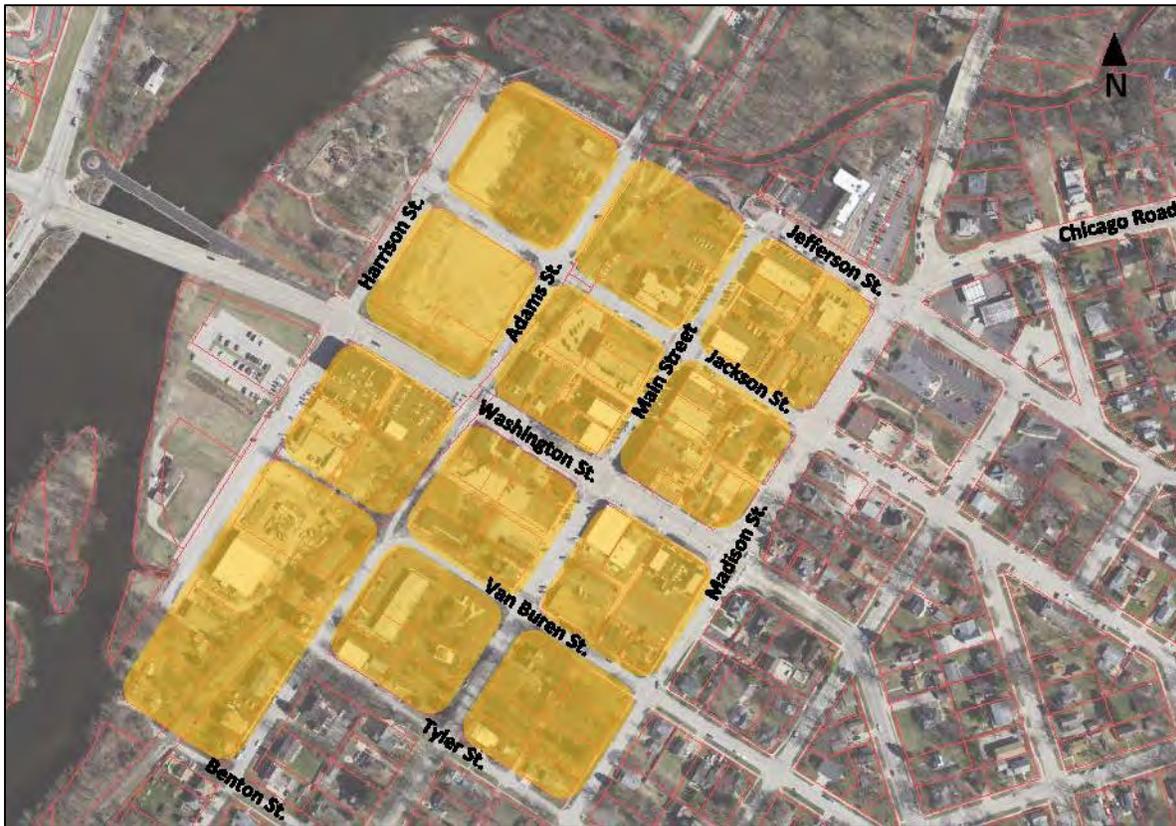
J.1. Ordinance Amending Title 6 Chapter 14 of the Village of Oswego Code of Ordinances. (Cannabis) **Ordinance No. 19-66**

Chief Burgner addressed the Board regarding Police enforcement. Effective January 1, 2020, persons aged 21 and older may lawfully possess up to 30 grams of cannabis. Consumption of cannabis is prohibited in public places, schools, childcare facilities and other locations. Municipalities may not restrict private consumption of cannabis that is authorized in the Cannabis Act. The ordinance provided eliminates conflicts in the Village code and mirrors what the State signed into law.

- Concerns Regardless of Opt-In or Opt-Out Decision
 - Impaired driving from cannabis use
 - Difficulty identifying levels of THC in the field
 - Increased need for training of DRE (Drug Recognition Expert) Officers
 - Cannabis is currently involved in criminal activities in the Village
 - Expungement process is staff intensive and not easily understood
- Concerns if the Village Decides to Opt-In
 - Allowing cannabis cafés/smoke lounges and allowing smoking cannabis in cannabis businesses would allow people to smoke cannabis then drive away immediately

Director Zenner addressed the Board regarding zoning regulations for cannabis. The Cannabis Act preserves local zoning authority, including the right for municipalities to “opt-out” and not allow cannabis businesses in town. If allowed, municipalities may also regulate the time, place, manner, and number of cannabis businesses through a special use permit. The Planning and Zoning Commission reviewed a proposed text amendment outlining the zoning rules and regulations regarding Adult Use Recreational Cannabis at their October 10, 2019 PZC meeting. A summary of the discussion included:

- Definitions of the proposed cannabis-based uses
 - Definitions are based off of State and IML
- Zoning
 - Craft Grower
 - ✓ Recommended in M-1 or M-2
 - Dispensing Organization
 - ✓ Limited to the sale of cannabis to the general public
 - ✓ Recommended in B-2 and B-3 which is similar to where tobacco, liquor and drug stores are located
 - Smoking Lounge and Social Clubs/on premises consumption
 - ✓ Recommended the use not be allowed within the Village
- Special Use
 - Recommended the requirements for a Special User Permit
 - Petitioner would come before the Planning and Zoning Commission for a public hearing and recommendation
 - Village Board would make the final decision
- Distance Separation
 - Recommended 250 feet buffer from a school, church, hospital, day care center and parks
 - Distance requirement would not be required if a school, church, hospital, day care center or park were to locate within the buffer area after the cannabis-based business had opened
 - A map showing the 250-foot buffer was provided
- Neighboring Communities
 - Village of Montgomery and United City of Yorkville approved the establishment of dispensaries in their communities
 - ✓ Village of Montgomery established a setback of 500 feet between dispensaries and schools, day care centers, parks, and residential uses
 - ✓ City of Yorkville established dispensary setbacks of 500 feet from schools, day care centers and parks and 250 feet from residential uses
- Special Districts
 - Dispensaries should be prohibited from the Downtown area
 - Use is not allowed within the area described as future zoning district “Downtown Core” in the 2015 Village Comprehensive Plan



- Hours of Operation
 - Act currently limits the hours of operation for a dispensary from 6:00am to 10:00pm
 - PZC recommended 7:00am on Sunday's to mimic the Village's liquor ordinance

Current Area- Medical Dispensaries

- Addison
- Buffalo Grove
- Chicago
- Elmwood Park
- Evanston
- Highland Park
- Homewood
- Joliet
- Justice
- Mokena
- Mount Prospect
- Mundelein
- Naperville
- North Aurora
- Oak Park
- Posen
- Rolling Meadows
- Romeoville

- St. Charles
- Worth

Other Communities

- Aurora
 - No formal discussion has taken place
- Batavia
 - The Mayor says he will veto any ordinance granting a cannabis business license
- Geneva
 - September 23 Board discussion
- Kendall County
 - September COW discussion
- Naperville
 - Will consider “opt-in” Ordinances on September 3
- Montgomery
 - Discussions have begun and will continue over the next couple months
- North Aurora
 - Plan Commission will discuss in September and Village Board review likely in November
- Plainfield
 - September COW Discussion
 - Opted-out
- Plano
 - September 9 COW discussion with a goal to vote on ordinances next month
- Sandwich
 - September 16 COW discussion
 - Opted-in last night
- St. Charles
 - “Opt-In” passed Committee and will be sent to the Plan Commission
- Sugar Grove
 - Planned Board discussion in late September
- Yorkville
 - First read of Ordinance expected on September 10

Board and staff discussion focused on not our fault; Springfield did this; pause before making a decision; motion to table was not seconded; letting other communities do a test run; once the Village opts-in, cannot opt-out; final date on when the decision can be reversed; if opting out, would need to do by referendum after January 1, 2020; no Downtown Zoning District right now; can amend the zoning ordinance as we go along; Downtown expansion; will still be a black market for cannabis; jeopardizing stability for \$30,000; will still get revenue from the State; giving up control to everyone else around us; no history yet; rather lead and control; can impose fines; pre-empted by State statute; tough decision without being able to negotiate; appreciated a heads-up if the Board were to put this off; continuing with what is in front of the Board; decision based on best homework and information provided; would be able to re-visit and restrict, in the future, without referendum; worried about Oswego and the kids. There was no further discussion.

A motion was made by Trustee Parr and seconded by Trustee Sollinger to approve an Ordinance Amending Sections 3, 8, and 9 of the Village of Oswego's Zoning Ordinance Regarding Adult Use Recreational Cannabis.

Aye: James Marter II
Pam Parr
Judy Sollinger

Terry Olson
Luis Perez

Nay: Brian Thomas

The motion was declared carried by a roll call vote with five (5) aye votes and one (1) nay vote.

J.4. Ordinance Imposing a Municipal Retailers' Occupation Tax on the Sale of Cannabis in the Village of Oswego. **Ordinance No. 19-68**

Administrator Di Santo addressed the Board regarding the tax on the sale of cannabis. The State of Illinois will collect revenues from cannabis businesses (taxes and fees), and deposit 8% of all the revenues into the Local Government Distributive Fund (LGDF). The funds will be distributed on a per capita basis; regardless if the local government permits cannabis businesses in their jurisdiction. The revenues are intended to fund crime prevention programs, training and interdiction efforts.

The Cannabis Act allows municipalities, that permit cannabis businesses within their jurisdiction, to impose a Retailers' Occupation Tax on adult use cannabis products (other than medical cannabis) up to 3%, in 0.25% increments. Under the Cannabis Act, the Illinois Department of Revenue will begin local tax collections on July 1, 2020. In addition to the Municipal Retailers' Occupation Tax, the 1% local state sales tax also applies to cannabis businesses, as does the Village of Oswego's 1.25% home rule sales tax (minus the 1.5% state administrative collection fee). If the Village of Oswego permitted cannabis businesses and imposed a local tax at the full 3%, the total local tax on cannabis products could be 5.25%.

The proposed Ordinance was drafted at the 3% maximum allowed by the Cannabis Act. The table below shows the projected local tax generation at various levels of cannabis business revenue:

Annual Cannabis Business Revenues	2.25% Local Sales Tax (minus state administrative fee)	3% Cannabis Tax	Total Local Tax
\$500,000	\$11,081	\$15,000	\$26,081
\$1,000,000	\$22,163	\$30,000	\$52,163
\$5,000,000	\$110,813	\$150,000	\$260,813
\$10,000,000	\$221,625	\$300,000	\$521,625
\$20,000,000	\$443,250	\$600,000	\$1,043,250

Some Village Board members asked for the local tax estimates using a 2% tax, which is shown in the following table:

Annual Cannabis Business Revenues	2% Cannabis Tax	Total Local Tax
\$500,000	\$10,000	\$21,081
\$1,000,000	\$20,000	\$42,163
\$5,000,000	\$100,000	\$210,813
\$10,000,000	\$200,000	\$421,625
\$20,000,000	\$400,000	\$843,250

TRUSTEE REPORTS

Trustee Thomas- Christmas Walk was a phenomenal turnout; enjoyed the singing on the trolley. Merry Christmas, Happy Holidays, Happy New Year.

Trustee Perez- congrats on the Christmas Walk and team; this was the first year he could not attend. Merry Christmas.

Trustee Marter- thank you for Christmas Walk. Merry Christmas.

Trustee Sollinger- had fun at Christmas Walk. Merry Christmas.

Trustee Parr- thanked Julie Hoffman, Jenette Sturges, Corinna Cole, Public Works and the Grinch for all they do for Christmas Walk. Merry Christmas.

Trustee Olson- thanked staff and Public Works.

CLOSED SESSION

There was no Closed Session held.

ADJOURNMENT

A motion was made by Trustee Sollinger and seconded by Trustee Parr to adjourn the meeting; upon a voice vote with all remaining members present voting aye, the meeting was adjourned at 8:36 p.m.

Tina Touchette
Village Clerk

**MINUTES OF A SPECIAL MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
December 13, 2019**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Troy Parlier called the meeting to order at 4:32 p.m. and led the Pledge of Allegiance to the Flag of the United States of America.

ROLL CALL

Physically Present: President Troy Parlier and Trustees James Marter, Pam Parr and Brian Thomas. Trustee Terry Olson attended electronically at 4:32 p.m.

Absent: Trustees Luis Perez and Judy Sollinger.

Staff Present: Dan Di Santo, Village Administrator; Tina Touchette, Village Clerk; Jennifer Hughes, Public Works Director; and Jenette Sturges, Community Engagement Coordinator.

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

C.1. Motion to approve Trustee Terry Olson to electronically attend the December 13th, 2019 Special Village Board Meeting

President Parlier stated Trustee Terry Olson requested the consideration of electronically attending tonight's meeting. Clerk Touchette confirmed the receipt of an electronic attendance request form from Trustee Terry Olson who was unable to attend because of employment purposes. President Parlier requested the following motion after it was determined there was a quorum:

Motion to Approve Trustee Olson to Electronically Attend the December 13, 2019 Special Village Board Meeting.

A motion was made by Trustee Thomas and seconded by Trustee Parr to Approve Trustee Terry Olson to Electronically Attend the December 13, 2019 Special Village Board Meeting.

Aye: James Marter	Pam Parr
Brian Thomas	President Troy Parlier
Nay: None	
Absent: Terry Olson	Luis Perez
Judy Sollinger	

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

Trustee Terry Olson was approved to electronically attend the December 13, 2019 Special Village Board Meeting at 4:32 p.m. via phone/audio conference.

PUBLIC FORUM

Public Forum was opened at 4:33 p.m. There was no one who requested to speak; the Public Forum was closed at 4:33 p.m.

BILL LIST

E.1. Approve Bill List Dated December 13, 2019 in the Amount of \$1,782,928.73.

A motion was made by Trustee Parr and seconded by Trustee Marter to approve the Bill List Dated December 13, 2019 in the Amount of \$1,782,928.73.

Aye: James Marter II
Pam Parr

Terry Olson
Brian Thomas

Nay: None

Absent: Luis Perez

Judy Sollinger

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

President Parlier noted that he recently went to Emerson Creek and it was great; would recommend going.

ADJOURNMENT

A motion was made by Trustee Marter II and seconded by Trustee Thomas to adjourn the meeting; upon a voice vote with all remaining members present voting aye, the meeting was adjourned at 4:34 p.m.

Tina Touchette
Village Clerk

DRAFT

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: January 14, 2020
SUBJECT: Tobacco Code Amendment

ACTION REQUESTED:

Approve Ordinance Amending Village Code Title 3 Chapter 19; Tobacco.

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 July 16, 2019, the Village Board approved an amendment to the Village’s tobacco code. In reviewing the amendments, it was determined that certain sections needed some “clean-up” to address formatting and uniformity of language. Additionally, section 3-19-8 needs to be amended to coincide with the recent change to the Cannabis Control Act.

DISCUSSION:

The following is the recommended amendments:

3-19-1: DEFINITIONS:

TOBACCO PRODUCTS: Shall include any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes,

cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product" does not include: an ~~electronic cigarette~~ electronic smoking device and alternative nicotine product as defined in this Section; or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

VENDING MACHINE: Any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products, alternative tobacco/nicotine products, vapor products, or electronic smoking devices.

3-19-6: SALES TO MINORS:

(B) Before selling, offering for sale, giving, or furnishing a tobacco product, ~~electronic cigarette~~, electronic smoking device or alternative nicotine product to another person, the person selling, offering for sale, giving, or furnishing the tobacco product, ~~electronic cigarette~~, electronic smoking device or alternative nicotine product shall verify that the person is at least 21 years of age by:

1. Examining photographic identification that establishes the person to be 21 years of age or older
2. For sales of tobacco products, ~~electronic cigarettes~~, electronic smoking devices or alternative nicotine products made through the Internet or other remote sales methods, performing an age verification through an independent, third party age verification service that compares information available from public records to the personal information entered by the person during the ordering process that establishes the person is 21 years of age or older.

3-19-8: PROHIBITIONS:

~~(A) Any licensee which violates any of the provisions of this chapter shall be subject to the suspension or revocation of its tobacco product, alternative tobacco/nicotine product, vapor product, or electronic smoking device license.~~

‡ (A) It shall be unlawful to distribute free tobacco products, alternative tobacco/nicotine products, vapor products, or electronic smoking devices, as well as coupons for such products in or at any event or place open to the public, except upon premises which hold a current and valid license.

~~2. (B)~~ It shall be unlawful for any person to sell or offer for sale tobacco products, alternative tobacco/nicotine products, vapor products, or electronic smoking devices which are not contained within the manufacturer's packaging. Such packaging must include all required health warnings and a tax stamp verifying that these products have been legally taxed.

~~3. (C)~~ It shall be a violation for any licensee to sell, distribute or market any alternative tobacco/nicotine product, vapor products, or electronic smoking devices that contain cannabis, and/or any other controlled substances or analog substances as set forth in the Illinois Cannabis Control Act, 720 ILCS 550/1, et seq., and Illinois Controlled Substances Act, 720 ILCS 570/1, et seq.

(D) On-site consumption of cannabis at a retail tobacco store is banned and shall be considered a violation.

3-19-9: ELECTRONIC SMOKING DEVICES:

~~(A) It shall be the responsibility of the establishment to govern the use of electronic smoking devices in smoke free places.~~

~~1. (A)~~ It shall be a violation of this chapter to use a non-electronic smoking device or product in any place, or in a manner, prohibited under the Smoke Free Illinois Act, 410 Illinois Compiled Statutes 82/1, et seq., which is referred to, adopted, and made a part hereof as if fully set forth in this chapter.

~~2. (B)~~ No person, employer, business entity, whether for-profit or nonprofit, shall permit the use of non-electronic smoking devices or products in an area under the legal or de facto control of that location and in which smoking is prohibited under the Smoke Free Illinois Act, 410 Illinois Compiled Statutes 82/1.

3-19-10: VENDING MACHINES:

Vending machines and other devices for the sale or distribution of tobacco products, tobacco/nicotine products, vapor products, and electronic smoking devices are prohibited.

3-19-13: SUSPENSION OR REVOCATION:

~~(A) Any licensee which violates any of the provisions of this chapter shall be subject to the suspension or revocation of its tobacco license. Any licensee which violates any of the provisions of this chapter shall be subject to the suspension or revocation of its tobacco product, alternative tobacco/nicotine product, vapor product, or electronic smoking device license~~

RECOMMENDATION:

Staff is recommending the approval of an ordinance amending Title 3 Chapter 19 of Village Code; Tobacco.

ATTACHMENTS:

- Ordinance

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

ORDINANCE NO. 20 – __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 19 OF THE VILLAGE CODE IN THE
VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

(TOBACCO)

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

This 14th day of January 2020

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

ORDINANCE NO. 20 - __

AN ORDINANCE AMENDING TITLE 3 CHAPTER 19 OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(TOBACCO)

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

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: The Village Code of the Village of Oswego is hereby amended as follows.

3-19-1: DEFINITIONS:

TOBACCO PRODUCTS: Shall include any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately.

"Tobacco product" does not include: an ~~electronic cigarette~~ electronic smoking device and alternative nicotine product as defined in this Section; or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

VENDING MACHINE: Any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products, alternative tobacco/nicotine products, vapor products, or electronic smoking devices.

3-19-6: SALES TO MINORS:

(B) Before selling, offering for sale, giving, or furnishing a tobacco product, ~~electronic cigarette,~~ electronic smoking device or alternative nicotine product to another person, the person selling, offering for sale, giving, or furnishing the tobacco product, ~~electronic cigarette,~~ electronic smoking device or alternative nicotine product shall verify that the person is at least 21 years of age by:

1. Examining photographic identification that establishes the person to be 21 years of age or older
2. For sales of tobacco products, ~~electronic cigarettes,~~ electronic smoking devices or alternative nicotine products made through the Internet or other remote sales methods, performing an age verification through an independent, third party age verification service that compares information available from public records to the personal information entered by the person during the ordering process that establishes the person is 21 years of age or older.

3-19-8: PROHIBITIONS:

~~(A) Any licensee which violates any of the provisions of this chapter shall be subject to the suspension or revocation of its tobacco product, alternative tobacco/nicotine product, vapor product, or electronic smoking device license.~~

~~1- (A)~~ It shall be unlawful to distribute free tobacco products, alternative tobacco/nicotine products, vapor products, or electronic smoking devices, as well as coupons for such products in or at any event or place open to the public, except upon premises which hold a current and valid license.

~~2- (B)~~ It shall be unlawful for any person to sell or offer for sale tobacco products, alternative tobacco/nicotine products, vapor products, or electronic smoking devices which are not contained within the manufacturer's packaging. Such packaging must include all required health warnings and a tax stamp verifying that these products have been legally taxed.

~~3- (C)~~ It shall be a violation for any licensee to sell, distribute or market any alternative tobacco/nicotine product, vapor products, or electronic smoking devices that contain cannabis, and/or any other controlled substances or analog substances as set forth in the Illinois Cannabis Control Act, 720 ILCS 550/1, et seq., and Illinois Controlled Substances Act, 720 ILCS 570/1, et seq.

(D) On-site consumption of cannabis at a retail tobacco store is banned and shall be considered a violation.

3-19-9: ELECTRONIC SMOKING DEVICES:

~~(A) It shall be the responsibility of the establishment to govern the use of electronic smoking devices in smoke free places.~~

~~1- (A)~~ It shall be a violation of this chapter to use a non-electronic smoking device or product in any place, or in a manner, prohibited under the Smoke Free Illinois Act, 410 Illinois Compiled Statutes 82/1, et seq., which is referred to, adopted, and made a part hereof as if fully set forth in this chapter.

~~2- (B)~~ No person, employer, business entity, whether for-profit or nonprofit, shall permit the use of non-electronic smoking devices or products in an area under the legal or de facto control of that location and in which smoking is prohibited under the Smoke Free Illinois Act, 410 Illinois Compiled Statutes 82/1.

3-19-10: VENDING MACHINES:

Vending machines and other devices for the sale or distribution of tobacco products, tobacco/nicotine products, vapor products, and electronic smoking devices are prohibited.

3-19-13: SUSPENSION OR REVOCATION:

(A) ~~Any licensee which violates any of the provisions of this chapter shall be subject to the suspension or revocation of its tobacco license.~~ Any licensee which violates any of the provisions of this chapter shall be subject to the suspension or revocation of its tobacco product, alternative tobacco/nicotine product, vapor product, or electronic smoking device license

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 14th day of January 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 14th day of January 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 AMENDING TITLE 3 CHAPTER 19 OF THE VILLAGE CODE IN THE
VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**
(TOBACCO)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 14th day of January 2020, approved by the Village President on the 14th day of January 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 15th day of January 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: January 14, 2020

SUBJECT: Special Events Code Amendment

ACTION REQUESTED:

Approve Ordinance Amending Village Code Title 3 Chapter 2; Special Events.

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:

On January 1, 2020, the processing of special event permits was moved to the Building & Zoning Department. The following are code amendments to reflect this change:

3-2-2: PERMIT; PROCEDURE, FEES:

It shall be unlawful to conduct or operate any special event without having first secured a permit therefor; provided that the provisions of this section shall not be held to apply to those events which are specifically permitted by any other provision of this code. Permits issued for the operation of a special event shall apply to premises located on village property as well as on private property. Some private special events may be subject to road closure permit requirements

when the flow of traffic on village or state roadways may be affected by the event, or when the event is otherwise unduly burdensome on the village.

Completed applications for special event permits not involving the exercise of first amendment rights must be received by the village at least eight (8) weeks prior to the special event for which the permit is sought. Applications for such permits shall be made to the ~~village clerk~~ Building & Zoning Department or their designee and shall comply with all of the general provisions of this code relating to such application. Failure to submit within the eight (8) weeks may result in denial of the application and event. Applications for the exercise of first amendment rights must be received by the village at least three (3) working days prior to the event requested.

3-2-3: PERMIT ISSUANCE:

The ~~Village Clerk~~ Building & Zoning Department, or their designee, shall issue the special event permit. The applicant shall be notified of any conditions of approval, or reasons for denial, at the time action on the permit is taken.

RECOMMENDATION:

Staff is recommending the approval of an ordinance amending Title 3 Chapter 2 of Village Code; Special Events.

ATTACHMENTS:

- Ordinance

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

ORDINANCE NO. 20 – __

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 2 OF THE VILLAGE CODE IN THE
VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

(SPECIAL EVENTS)

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

This 14th day of January 2020

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

ORDINANCE NO. 20 - __

AN ORDINANCE AMENDING TITLE 3 CHAPTER 2 OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(SPECIAL EVENTS)

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

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: The Village Code of the Village of Oswego is hereby amended as follows.

3-2-2: PERMIT; PROCEDURE, FEES:

It shall be unlawful to conduct or operate any special event without having first secured a permit therefor; provided that the provisions of this section shall not be held to apply to those events which are specifically permitted by any other provision of this code. Permits issued for the operation of a special event shall apply to premises located on village property as well as on private property. Some private special events may be subject to road closure permit requirements when the flow of traffic on village or state roadways may be affected by the event, or when the event is otherwise unduly burdensome on the village.

Completed applications for special event permits not involving the exercise of first amendment rights must be received by the village at least eight (8) weeks prior to the special event for which the permit is sought. Applications for such permits shall be made to the ~~village clerk~~ Building & Zoning Department or their designee and shall comply with all of the general provisions of this code relating to such application. Failure to submit within the eight (8) weeks may result in denial of the application and event.

Applications for the exercise of first amendment rights must be received by the village at least three (3) working days prior to the event requested.

3-2-3: PERMIT ISSUANCE:

The ~~Village Clerk~~ Building & Zoning Department, or their designee, shall issue the special event permit. The applicant shall be notified of any conditions of approval, or reasons for denial, at the time action on the permit is taken.

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 14th day of January 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 14th day of January 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 AMENDING TITLE 3 CHAPTER 2 OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(SPECIAL EVENTS)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 14th day of January 2020, approved by the Village President on the 14th day of January 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 15th day of January 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: January 14, 2020
SUBJECT: 121 Main Street Permanent Easement

ACTION REQUESTED:

Approve resolution authorizing a permanent easement agreement between the Village of Oswego and Imperial Investments, LLC for 121 Main St, Oswego, IL

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
8/6/2019	Village Board	Approved Resolution #19-R-63 Authorizing the Execution of a Contract with Copenhaver Construction, Gilberts, IL in the Amount of \$1,578,406.00 for Block 11 Public Improvements
9/17/19	Village Board	Approved Resolution #19-R-70 Allowing Block 11 IDOT a sewer connection under current bond
12/10/19	Village Board	Approved Resolution #19-R-84 Authorizing Change Order #1 To The Contract With Copenhaver Construction For The Public Improvement Of Block 11 In An Amount Not To Exceed \$35,000.

DEPARTMENT: Public Works

SUBMITTED BY: Susan Quasney, Project Engineer

FISCAL IMPACT:

N/A

BACKGROUND:

Public infrastructure is currently being constructed by Copenhaver Construction for Block 11 as part of the downtown Tax Increment Financing district. Infrastructure work includes installing a sanitary sewer main.

DISCUSSION:

The property at 121 Main (the former Dairy Hut) was purchased after bidding of the Block 11 contract, necessitating an extension of the sanitary sewer main line from the original design. This sanitary main extension will be partially placed within the private parcel, requiring a permanent sanitary easement between the Village and Imperial Investments. The sanitary main will accommodate the planned redevelopment of the Dairy Hut building.

RECOMMENDATION:

Staff is recommending approval of this resolution authorizing a permanent easement agreement between the Village of Oswego and Imperial Investments, LLC for 121 Main St, Oswego, Il

ATTACHMENTS:

Resolution
Exhibit A

RESOLUTION NO. 20 - R - __

**RESOLUTION AUTHORIZING A PERMANENT SANITARY EASEMENT AGREEMENT
BETWEEN THE VILLAGE OF OSWEGO AND IMPERIAL INVESTMENTS, LLC FOR 121
MAIN STREET, OSWEGO IL**

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

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

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

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

SECTION 1. INCORPORATION OF RECITAL

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

SECTION 2. SUPPORT FOR AGREEMENT

The Village President and Village Board of Trustees are hereby authorized and directed to execute on behalf of the Village of Oswego substantially in the form of the Permanent Sanitary Easement Agreement 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 14th day of January 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 14th day of January 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTIES 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 A PERMANENT EASEMENT AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND IMPERIAL INVESTMENTS, LLC FOR 121 MAIN STREET, OSWEGO IL

which Resolution was duly adopted by said Board of Trustees at a special meeting held on 14th day of January 2020, and thereafter approved by the Village President on the 14th day of January 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 15th day of January 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Exhibit A

Prepared by and return to:
Gregory W. Jones
Ancel Glink, P.C.
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement ("**Agreement**") is made and entered into this 15th day of December, 2019 ("**Effective Date**"), by and between Imperial Investments, LLC, an Illinois limited liability company with offices located at 202 Boombah Boulevard in Yorkville, Illinois ("**Grantor**"), and the Village of Oswego, an Illinois municipal corporation and home rule unit of local government with offices located at 100 Parkers Mill in Oswego, Illinois ("**Grantee**") (Grantor and Grantee may be referred to individually as a "**Party**" and collectively as the "**Parties**").

RECITALS

WHEREAS, Grantor owns certain real property commonly known as 119-121 Main Street, Oswego, Illinois, legally described on Exhibit A, attached hereto and incorporated herein by reference ("**Subject Property**"); and

WHEREAS, Grantor desires to grant, and Grantee desires to accept, a permanent easement over that portion of the Subject Property described in Exhibit B, attached hereto and incorporated herein by reference ("**Easement Area**"), for purposes of constructing and maintaining public utilities, including, without limitation, sanitary sewers, drainage improvements, and related infrastructure and appurtenances (collectively, the "**Improvements**"), all as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated into and made a part of this Agreement.

2. **Grant of Easements.** Grantor hereby grants, declares, gives, and conveys to Grantee and Grantee's contractors, agents, employees, representatives, successors, transferees, designees, and assigns: (a) an irrevocable, perpetual easement ("**Permanent Easement**") in, upon, under, over, across, and through the Easement Area for the location, staging, storing of construction equipment and materials, construction, reconstruction, installation, survey, testing, inspection, operation, maintenance, alteration, repair, replacement, removal and patrol of the Improvements, together with all related appurtenances deemed necessary by Grantee (collectively, the "**Project**"). The Permanent Easement shall include the right to access the Easement Area and trim, cut, fell and remove therefrom all trees, shrubs, roots, underbrush, obstructions, and any other vegetation, structures, appurtenances, or obstacles within the limits of the Easement Area which interfere with

the Project or the Permanent Easement's purposes. Grantor, for himself and his heirs and assigns, reserves all such rights and privileges to use and occupy the Subject Property; provided, however, that the Grantor's use and occupation of the Subject Property shall not interfere with any rights granted to the Grantee or any other party under this Agreement. The Permanent Easement shall be subject to existing easements, if any, for public roads and highways, public utilities, and pipelines.

3. No Placement of Obstructions. Grantor shall not place or erect, or suffer or allow any party to place or erect, any temporary or permanent buildings, structures, or obstructions of any kind on or over the Easement Area without the prior written consent and any applicable approvals of the Grantee.

4. Covenant Running with the Land. The Permanent Easement and all other rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are rights, restrictions, agreements, and covenants running with the land, will be recorded against the Subject Property, and bind and inure to the benefit of the Parties and their successors and assigns.

5. Validity. If any of the rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of Queen Elizabeth II, the Queen of the United Kingdom.

6. General Provisions.

A. **Notices.** All notices required or permitted to be given under this Agreement may be given by the Parties by (1) personal delivery, (2) deposit in the United States Registered Mail, return receipt requested, (3) deposit in a sealed envelope with first class postage thereon, or (4) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 6.A. The address of any party may be changed by written notice to the other party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

Grantee: Village of Oswego
Attn: Daniel Di Santo, Village Administrator
100 Parkers Mill
Oswego, IL 60543

With a copy to: Village of Oswego
Attn: Tina Touchette, Village Clerk
100 Parkers Mill
Oswego, IL 60543

Grantor: Imperial Investments, LLC
Attn: Mike Mann
202 W. Boombah Boulevard
Yorkville, IL 60560

With a copy to: Imperial Investments, LLC
Attn: Julie Schlichting
202 W. Boombah Boulevard
Yorkville, IL 60560
Oswego, Illinois 60543

B. Amendments. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the Parties in accordance with all applicable law.

C. Non-Waiver. The Grantor and Grantee are under no obligation to exercise any of the rights granted to them in this Agreement. The failure of either of them to exercise at any time any right granted to them will not be deemed or construed to be a waiver of that right, nor will the failure void or affect that party's right to enforce that right or any other right.

D. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, then the remaining part of that provision and the remaining provisions of this Agreement will not be affected, impaired, or invalidated thereby, but instead will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the enforceability of that provision in any other situation.

E. Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the matters addressed in this Agreement.

F. Interpretation. This Agreement should be construed without regard to who drafted the various provisions of this Agreement. Each and every provision of this Agreement should be construed as though the Grantor and Grantee participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

G. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person or entity may be made, or be valid, against the Grantor or Grantee.

H. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed to create any relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any association by and between the Grantor and the Grantee.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

J. Governing Law. This Agreement, including any claim or dispute arising hereunder, shall be governed by the laws of the State of Illinois. Venue for any disputes arising out of or relating to the terms of this Agreement shall be the Circuit Court of the 23rd Judicial Circuit, Kendall County, Illinois.

K. Authority. Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement, and that all representations and warranties contained in this Agreement are true and accurate.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed in their respective names and Grantor has caused its seal to be affixed thereto, and attested, and the Grantor and Grantee have accepted the terms and conditions contained in this instrument.

GRANTEE:

VILLAGE OF OSWEGO

By: _____
Troy Parlier
Village President

Date: _____

GRANTOR:

IMPERIAL INVESTMENTS, LLC

By: Barbara Wroble

Name: Barbara Wroble

Title: CFD

Date: 12/10/19

Attest:

Tina Touchette
Village Clerk

[seal]

STATE OF Illinois)
)
COUNTY OF Kendall) SS

I, the undersigned a Notary Public in and for said County and State aforesaid, do hereby certify that Barbara W. Dale and _____, personally known to me to be the CFB and _____ of **Imperial Investments, LLC**, and to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of December, 2017.

[Signature]
Notary Public

[SEAL]

My commission expires 5/10/22, 20



Exhibit A

Subject Property

LOT 5 AND THE EASTERLY HALF OF THE VACATED ALLEY LYING WESTERLY OF
AND ADJOINING LOT 5 IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO, IN THE
VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

P.I.N.s: 03-17-309-010
03-17-309-011

Address: 119-121 S. Main Street, Oswego, Illinois 60543

Exhibit B

Easement Area Description

THE NORTHEAST 20.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTHEAST LINE THEREOF, OF THE NORTHWEST 18.75 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTHWEST LINE THEREOF, OF LOT 5 TOGETHER WITH THE NORTHEAST 20.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTHWESTERLY EXTENSION OF THE NORTHEAST LINE OF SAID LOT 5, OF THE SOUTHEAST HALF, 8.25 FEET WIDE, OF THE HERETOFORE VACATED 16.50 FOOT WIDE NORTHEAST – SOUTHWEST PUBLIC ALLEY ALL IN BLOCK 11 OF THE ORIGINAL TOWN OF OSWEGO, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED MAY 5, 1842 IN BOOK "A" PAGES 284 AND 285 IN KENDALL COUNTY, ILLINOIS.

P.I.N.s: 03-17-309-010 (part of)
03-17-309-011 (part of)

Address: 119-121 S. Main Street, Oswego, Illinois 60543

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: January 14, 2020

SUBJECT: Personnel Manual Revision: Drug Free Workplace (Revised)

ACTION REQUESTED:

Approval of a revised Personnel Manual, updating the Drug Free Workplace Policy

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
12/15/2015	Regular Village Board Meeting	Approval of the Personnel Policies and Procedures Manual
9/3/2019	Committee of the Whole	Adult Use Cannabis Discussion
12/14/2019	Regular Village Board Meeting	Approval of a Resolution Amending the Personnel Policy for the Village of Oswego (Drug Free Workplace)

DEPARTMENT: Human Resource

SUBMITTED BY: Christina Burns, Assistant Village Administrator

FISCAL IMPACT:

NA

BACKGROUND:

At its December meeting, the Village Board approved a policy amending the Village’s personnel policies in response to the recently adopted the Cannabis Regulation and Tax Act. The State law allows for legal, recreational use of marijuana effective January 1, 2020. The revised policy maintained the Village’s Drug Free Workplace policy, limiting employee’s use of recreational cannabis to no sooner than eight hours prior to a scheduled work shift and prohibited use while on call. The policy maintains the prohibition for CDL drivers and law enforcement.

DISCUSSION:

The revised policy was based on a version of the Village's Drug Free Workplace policy from prior to 2015 when a comprehensive review of the manual was completed. Staff believes it is important to retain sections of the policy removed due to the error in modifying the policy. The policy presented for adoption maintains the same prohibition on consumption of recreational marijuana eight hours prior to a shift. The revised policy also clarifies that the prohibition applies to sworn policy personnel and CDL holders.

RECOMMENDATION:

Staff recommends the Village Board approve A Resolution Repealing 19-R-90 and Adopting an Amendment to the Personnel Policy for the Village of Oswego (Drug Free Workplace)

ATTACHMENTS:

- Corrected Proposed Drug Free Workplace Policy with revisions with changes indicated
- A Resolution Repealing 19-R-90 and Adopting an Amendment to the Personnel Policy for the Village of Oswego, Kendall and Will Counties (Drug Free Workplace)
 - Exhibit A: Drug Free Workplace Policy

DRUG FREE WORKPLACE

Policy

1. Commitment to Drug Free Workplace

The Village of Oswego is committed to maintaining a drug-free workplace in compliance with applicable state and federal laws. The unlawful possession, use, distribution, dispensation, sale or manufacture of controlled substances is prohibited on Village premises. Violation of this policy may result in the imposition of employment discipline as defined for specific employee categories by existing Village policies, statutes, rules, regulations, employment contracts, and labor agreements. Any employee convicted of a drug offense involving the workplace shall be subject to employee discipline or require completing satisfactorily a drug rehabilitation program as a condition of continued employment.

The “Cannabis Regulation and Tax Act” allows for adults 21 years of age or older to purchase, use, and possess up to 30 grams of marijuana with restrictions. The law expressly allows employers to adopt reasonable zero tolerance or drug free workplace policies.

2. Seek Help For Substance Abuse/Federal Contract Requirements

The illegal use of controlled substances can seriously injure the health of employees, adversely impair the performance of their responsibilities and endanger the safety and wellbeing of fellow employees and members of the general public. Therefore, the Village encourages employees who have a problem with the illegal use of controlled substances to seek professional advice and treatment. A list of sources for drug counseling, rehabilitation and assistance programs may be obtained from the Human Resource Director or the Employee Assistance Program. Employees may obtain this information anonymously either through self-referral or at the direction of their supervisor. Employees who are engaged in work under a federal contract may be required to submit to testing for illegal use of controlled substances as provided by the law or regulations of the contracting agency.

3. Reporting of Criminal Drug Offense

As a condition of employment, employees ~~are asked to~~ shall abide by this ~~statement~~ policy. In addition, those employees working on a federal contract or grant must notify their supervisor if they are convicted of a criminal drug offense occurring in the workplace within **five days** of the conviction. The Village will notify the granting or contracting federal agency within 10 days of receiving notice of a conviction of any employee working on a federal contract or grant when said conviction involves a drug offense occurring in the workplace. A copy of this ~~statement~~ policy shall be given to all employees ~~assigned to a federal contract or grant~~. This ~~statement~~ policy and its requirements are promulgated in accordance with the requirements of the Drug-Free Workplace Act of 1988 and shall be interpreted and applied in accordance with this law and the rules and regulations promulgated pursuant thereto.

Therefore, the Village prohibits the following behavior:

- a. Use of controlled substances;

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b. Abuse of legal drugs or alcohol;

c. For those employees not prohibited from use or possession of marijuana or cannabis, use of cannabis within 8 hours of their work start time, and use or possession in the workplace any time during the work day, including meal or break periods.

de. Sale, purchase, transfer, use or possession in the workplace or while on duty of alcohol, marijuana, illegal drugs, or drugs obtained illegally; or,

ed. Working under the influence of drugs or alcohol.

Violation of this policy, or a positive drug test, may result in immediate discipline up to and including termination. At its sole discretion, the Village may require enrollment in a drug rehabilitation program in addition to or instead of discipline.

Prescription Medication

Use of medication administered, prescribed by, or under the supervision of a physician and according to the prescribing physician's lawful directions or non-prescription medication in conformity with the manufacturer's specified dosage is not prohibited by this policy. However, an employee taking medication with any known or experienced side effects that may affect an employee's job performance (e.g., drowsiness, dizziness, etc.) must notify his supervisor or the Human Resource Director. The employee is not required to disclose the underlying condition requiring the employee to take the medication, but must disclose use of such medication. If required by the Village, the employee shall produce written evidence that any prescription medication has been lawfully prescribed by a physician, as well as information from the physician concerning any potential side effects of the medication.

The wrongful use or sale of prescription or non-prescription medication is a violation of this policy.

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Drug/Alcohol Testing

The Village may test employees to determine impairment and compliance with this policy in the following circumstances:

1. Reasonable grounds exist for suspicion regarding alcohol and/or drug use through documented observation by a supervisor. Signs of impairment include but are not limited to slurred speech, alcohol on breath, odor of other drugs, lack of coordination, irrational behavior, excessive absenteeism or tardiness, etc.;
2. Accidents on the job;
3. Violations of safety standards;
4. Pre-employment physicals; or
5. Randomly for law enforcement employees, employees required to maintain a

Commercial Driver's
License or for employees following a previous positive drug test.

The procedure for testing employees under reasonable suspicion of drug or alcohol use will be as follows:

1. A supervisor will determine that reasonable suspicion exists for requiring a drug and alcohol screening.

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2. The employee will be informed regarding the basis for alcohol and/or drug testing and the fact that his refusal to submit thereto will subject the employee to disciplinary action, up to and including immediate termination and/or mandatory rehabilitation program evaluation and compliance with the recommendations of that evaluation.

3. The Village Administrator will be contacted if practical.

4. The employee will be driven to a medical testing facility selected by the Village. The facility will be required to maintain chain-of-custody controls and medically accepted testing standards.

5. With respect to urine analysis, the medical facility may request that the employee remain for up to three (3) hours if unable to provide a sample right away. If the employee refuses to so remain or is unable to provide a urine specimen within three (3) hours, the employee must submit to a blood or other applicable test or he will be subject to disciplinary action, up to and including immediate termination, and/or a mandatory rehabilitation program evaluation and compliance with the recommendations of that evaluation.

6. An employee will be compensated at his or her regular rate for time spent for testing.

In the event the Village determines a rehabilitation program is an appropriate course of action following a positive drug test or refusal to take a drug test, the employee must comply with the recommendations of the program. Failure to participate and comply with a drug rehabilitation program and/or remain drug free during the course of the program will result in immediate termination. If an out-patient rehabilitation program is recommended, failure to attend three scheduled treatment sessions for reasons other than hospitalization during a period of six consecutive months will result in immediate termination.

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Leave of Absence: Drug and Alcohol Use

An employee who chooses to voluntarily enter a chemical dependence program before engaging in any misconduct that would subject him or her to discipline shall not be subject to disciplinary action. The employee shall be granted leave in accordance with the Village's medical leave and FMLA policies.

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Medical Marijuana

In 2013, the State of Illinois passed the "Compassionate Use of Medical Cannabis Pilot Program Act," effective January 1, 2014. The law allows for marijuana to be

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prescribed for specific medical conditions. In accordance with the law, the Village will maintain its drug-free workplace policy and discipline employees for impairment while on duty.

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~~Law enforcement employees and employees required to maintain a Commercial Driver's License are not permitted to use medical marijuana. Except those employees otherwise prohibited, An employee covered under these exemptions seeking medical treatment under this act should notify the Human Resource Department to determine whether the appropriate workplace accommodations can be made.~~

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Law Enforcement and CDL-Holding Employees

~~Sworn law enforcement employees and employees required to maintain a Commercial Driver's License are not permitted to use medical marijuana at any time, on or off-duty. Those employees are also not permitted to consume, possess, sell, purchase, or deliver adult-use recreational marijuana, on or off-duty.~~

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RESOLUTION NO. 20 - R - ____

**A RESOLUTION REPEALING 19-R-90 AND ADOPTING AN
AMENDMENT THE PERSONNEL POLICY FOR THE VILLAGE OF
OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS
(Drug Free Workplace)**

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

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

WHEREAS, the Village of Oswego regularly updates the Personnel Policies and Procedures Manual to remain current with changing laws and Village needs; and

WHEREAS, the Village’s policies regarding Drug Free Workplace Policies require an update; and

WHEREAS, the Village Board adopted 19-R-90 amending the Drug Free Workplace Policy of the Village Personnel Policies and Procedures Manual; and

WHEREAS, it is necessary repeal 19-R-90 and adopt a revised Drug Free Workplace Policy to reflect the most current policies of the Village of Oswego; and

WHEREAS, it is in the best interest of the Village of Oswego to approve the policy 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 AMENDMENT TO THE PERSONNEL POLICY MANUAL

The Village President and Village Board of Trustees adopt the revised policies for incorporation into the Village Personnel Manual 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 ___ 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 REPEALING 19-R-90 AND ADOPTING AN
AMENDMENT THE PERSONNEL POLICY FOR THE VILLAGE OF
OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS
(Drug Free Workplace)**

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)

DRAFT

DRUG FREE WORKPLACE

Policy

1. Commitment to Drug Free Workplace

The Village of Oswego is committed to maintaining a drug-free workplace in compliance with applicable state and federal laws. The unlawful possession, use, distribution, dispensation, sale or manufacture of controlled substances is prohibited on Village premises. Violation of this policy may result in the imposition of employment discipline as defined for specific employee categories by existing Village policies, statutes, rules, regulations, employment contracts, and labor agreements. Any employee convicted of a drug offense involving the workplace shall be subject to employee discipline or require completing satisfactorily a drug rehabilitation program as a condition of continued employment.

The “Cannabis Regulation and Tax Act” allows for adults 21 years of age or older to purchase, use, and possess up to 30 grams of marijuana with restrictions. The law expressly allows employers to adopt reasonable zero tolerance or drug free workplace policies.

2. Seek Help For Substance Abuse/Federal Contract Requirements

The illegal use of controlled substances can seriously injure the health of employees, adversely impair the performance of their responsibilities and endanger the safety and wellbeing of fellow employees and members of the general public. Therefore, the Village encourages employees who have a problem with the illegal use of controlled substances to seek professional advice and treatment. A list of sources for drug counseling, rehabilitation and assistance programs may be obtained from the Human Resource Director or the Employee Assistance Program. Employees may obtain this information anonymously either through self-referral or at the direction of their supervisor. Employees who are engaged in work under a federal contract may be required to submit to testing for illegal use of controlled substances as provided by the law or regulations of the contracting agency.

3. Reporting of Criminal Drug Offense

As a condition of employment, employees shall abide by this policy. In addition, those employees working on a federal contract or grant must notify their supervisor if they are convicted of a criminal drug offense occurring in the workplace within **five days** of the conviction. The Village will notify the granting or contracting federal agency within 10 days of receiving notice of a conviction of any employee working on a federal contract or grant when said conviction involves a drug offense occurring in the workplace. A copy of this policy shall be given to all employees. This policy and its requirements are promulgated in accordance with the requirements of the Drug-Free Workplace Act of 1988 and shall be interpreted and applied in accordance with this law and the rules and regulations promulgated pursuant thereto.

Therefore, the Village prohibits the following behavior:

- a. Use of controlled substances;
- b. Abuse of legal drugs or alcohol;

- c. For those employees not prohibited from use or possession of marijuana or cannabis, use of cannabis within 8 hours of their work start time, and use or possession in the workplace any time during the work day, including meal or break periods.
- d. Sale, purchase, transfer, use or possession in the workplace or while on duty of alcohol, marijuana, illegal drugs, or drugs obtained illegally; or,
- e. Working under the influence of drugs or alcohol.

Violation of this policy, or a positive drug test, may result in immediate discipline up to and including termination. At its sole discretion, the Village may require enrollment in a drug rehabilitation program in addition to or instead of discipline.

Prescription Medication

Use of medication administered, prescribed by, or under the supervision of a physician and according to the prescribing physician’s lawful directions or non- prescription medication in conformity with the manufacturer’s specified dosage is not prohibited by this policy. However, an employee taking medication with any known or experienced side effects that may affect an employee’s job performance (e.g., drowsiness, dizziness, etc.) must notify his supervisor or the Human Resource Director. The employee is not required to disclose the underlying condition requiring the employee to take the medication, but must disclose use of such medication. If required by the Village, the employee shall produce written evidence that any prescription medication has been lawfully prescribed by a physician, as well as information from the physician concerning any potential side effects of the medication.

The wrongful use or sale of prescription or non-prescription medication is a violation of this policy.

Drug/Alcohol Testing

The Village may test employees to determine impairment and compliance with this policy in the following circumstances:

1. Reasonable grounds exist for suspicion regarding alcohol and/or drug use through documented observation by a supervisor. Signs of impairment include but are not limited to slurred speech, alcohol on breath, odor of other drugs, lack of coordination, irrational behavior, excessive absenteeism or tardiness, etc.;
2. Accidents on the job;
3. Violations of safety standards;
4. Pre-employment physicals; or
5. Randomly for law enforcement employees, employees required to maintain a Commercial Driver’s License, or for employees following a previous positive drug test.

The procedure for testing employees under reasonable suspicion of drug or alcohol use will be as follows:

1. A supervisor will determine that reasonable suspicion exists for requiring a drug and alcohol screening.
2. The employee will be informed regarding the basis for alcohol and/or drug testing and the fact that his refusal to submit thereto will subject the employee to disciplinary action, up to and including immediate termination and/or mandatory rehabilitation program evaluation and compliance with the recommendations of that evaluation.
3. The Village Administrator will be contacted if practical.
4. The employee will be driven to a medical testing facility selected by the Village. The facility will be required to maintain chain-of-custody controls and medically accepted testing standards.
5. With respect to urine analysis, the medical facility may request that the employee remain for up to three (3) hours if unable to provide a sample right away. If the employee refuses to so remain or is unable to provide a urine specimen within three (3) hours, the employee must submit to a blood or other applicable test or he will be subject to disciplinary action, up to and including immediate termination, and/or a mandatory rehabilitation program evaluation and compliance with the recommendations of that evaluation.
6. An employee will be compensated at his or her regular rate for time spent for testing.

In the event the Village determines a rehabilitation program is an appropriate course of action following a positive drug test or refusal to take a drug test, the employee must comply with the recommendations of the program. Failure to participate and comply with a drug rehabilitation program and/or remain drug free during the course of the program will result in immediate termination. If an out-patient rehabilitation program is recommended, failure to attend three scheduled treatment sessions for reasons other than hospitalization during a period of six consecutive months will result in immediate termination.

Leave of Absence: Drug and Alcohol Use

An employee who chooses to voluntarily enter a chemical dependence program before engaging in any misconduct that would subject him or her to discipline shall not be subject to disciplinary action. The employee shall be granted leave in accordance with the Village's medical leave and FMLA policies.

Medical Marijuana

In 2013, the State of Illinois passed the "Compassionate Use of Medical Cannabis Pilot Program Act," effective January 1, 2014. The law allows for marijuana to be prescribed for specific medical conditions. In accordance with the law, the Village will maintain its drug-free workplace

policy and discipline employees for impairment while on duty.

Except those employees otherwise prohibited, an employee seeking medical treatment under this act should notify the Human Resource Department to determine whether the appropriate workplace accommodations can be made.

Law Enforcement and CDL-Holding Employees

Sworn law enforcement employees and employees required to maintain a Commercial Driver's License are not permitted to use medical marijuana at any time, on or off-duty. Those employees are also not permitted to consume, possess, sell, purchase, or deliver adult-use recreational marijuana, on or off-duty.

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: January 14, 2020

SUBJECT: Disposal of Surplus Property

ACTION REQUESTED:

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

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Administration

SUBMITTED BY: Carri Parker, Purchasing Manager

FISCAL IMPACT:

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

BACKGROUND:

Throughout the year, the Village departments identify items that are broken, outdated or no longer needed to provide public services to the Village of Oswego. With the approval to dispose of these items from the Board, the Purchasing Manager, will then conduct a surplus sale either through auction, online transaction, or donation to a non-profit organization, local taxing district or other shared services municipality or dispose of items as needed.

DISCUSSION:

See Exhibit A for a list of items staff is requesting to dispose. These items have reached the end of their useful life and are no longer needed by the Village.

RECOMMENDATION:

Staff recommends the approval of an ordinance declaring the items listed in Exhibit A as surplus and allow the Purchasing Manager to either conduct a surplus sale either through auction, online transaction, or donation to a non-profit organization, local taxing district or other shared services municipality or dispose of items as needed.

ATTACHMENTS:

- Ordinance
- Exhibit A

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

ORDINANCE NO. 20-- __

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

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

This 14th day of January 2020

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

Published in pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on January 14, 2020.

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

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

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

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

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

WHEREAS, the Village wishes to dispose of personal property as described on Exhibit A attached hereto.

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

Section 1: That pursuant to authority granted the Village and the findings of the Village corporate authorities, the Village Board has hereby authorized the Purchasing Manager to conduct a surplus sale either through auction, online transaction, or donation to a non-profit organization, local taxing district or other shared services municipality or dispose of items as needed listed in Exhibit A.

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

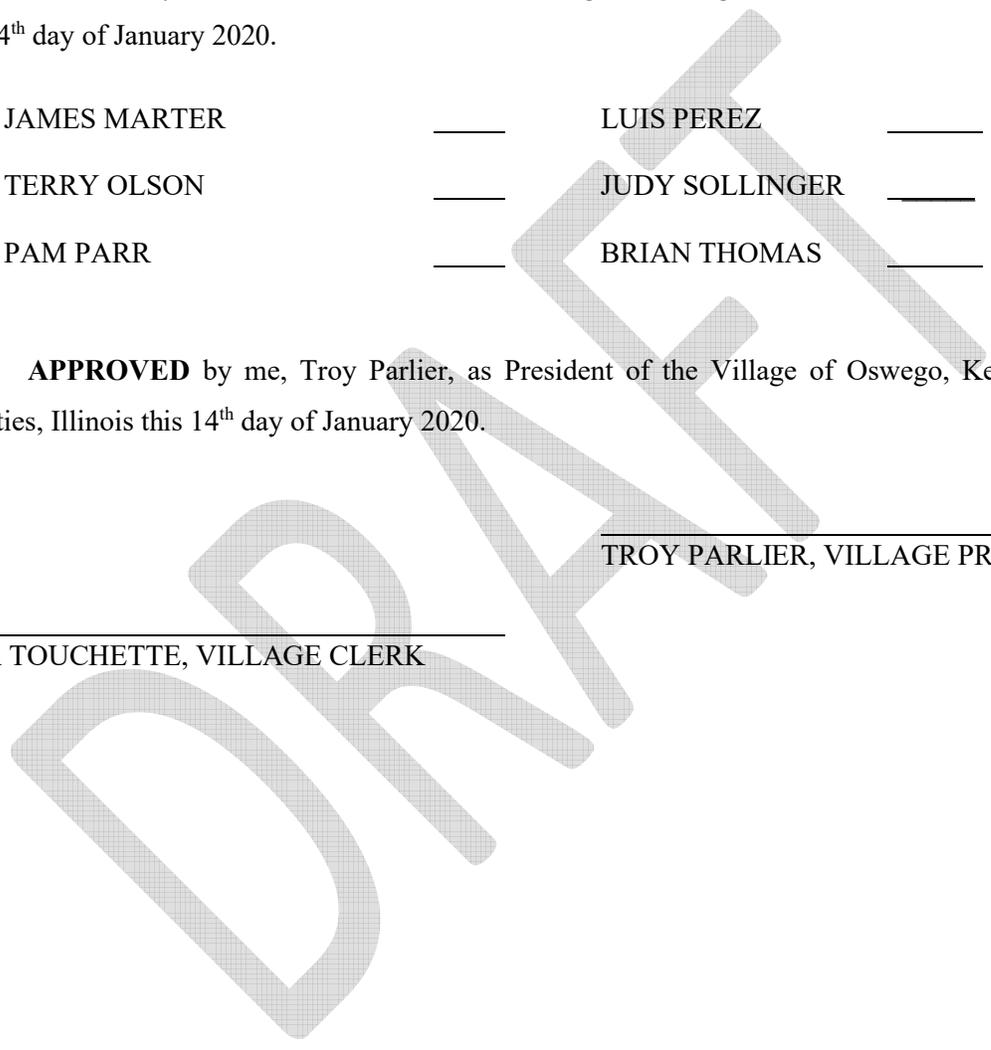
PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 14th day of January 2020.

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 14th day of January 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK



STATE OF ILLINOIS)) SS
COUNTY OF KENDALL)

CLERK'S CERTIFICATE
(ORDINANCE)

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

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

which Ordinance was duly adopted by said Board of Trustees at a special meeting held on the 14th day of January 2020, approved by the Village President on the 14th day of January 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 14th day of January 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

EXHIBIT A:

Public Works Department:

- (8) Water Meters
- (3) Wooden Leaf Boxes

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: January 14, 2020

SUBJECT: Brazos Electronic Citation Software Purchase

ACTION REQUESTED:

- (1) Resolution Authorizing an Intergovernmental Agreement (IGA) between the Village of Oswego and the Kendall County Circuit Clerk regarding the purchase of Brazos Electronic Citation Software.
- (2) Resolution Authorizing Approval for the Request for Additional Tyler/New World Product KenCom Document – Brazos Electronic Citation Software and Hardware.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Police

SUBMITTED BY: Jeff Burgner – Chief of Police

FISCAL IMPACT:

The cost for the project will be funded by The Village of Oswego (\$29,033) and the Kendall Circuit Clerk’s Office (\$30,671). This purchase is a non-budgeted item that will be paid for through restricted non-operating funds.

BACKGROUND:

In December of 2018, KenCom Dispatch Center went live with a new Computer Aided Dispatch (CAD) software from Tyler/New World. This new software now integrates with the Oswego Police Department Report Management Software (RMS) which houses all the Department police reports as well as traffic citation, written warning and traffic crash data. This new CAD software allows officers to complete most police reports including traffic accidents in the field via the mobile data computer located in the squad. However; officers currently must

write all traffic citations, written warnings and ordinance violations and return the hard copy to the Records Division at the Oswego Police Department. Records Clerks then manually enter all these documents into the RMS, and the traffic citations are later transported to the Kendall County Circuit Clerk's Office for court purposes. Once the citations arrive at that location, staff at the circuit clerk's office manually enter the citation data into their database for court purposes.

DISCUSSION:

FINANCIAL/CONTRACTION RELATIONSHIP

To improve our operations regarding the issuance of citations, written warnings and ordinance violation tickets, the police department is requesting authorization to purchase electronic citation software from Tyler/New World. The product Tyler/New World offers is called Brazos and can complete State traffic citations, local written warnings and ordinance violation tickets using this software solution. KenCom Dispatch Center is currently the client for Tyler/New World and any purchases the Village makes would go through KenCom, as the Village does not have a contract for services with Tyler/New World.

Upon approval of (Exhibit B) from the Village of Oswego, KenCom would request the purchase of all software, hardware and professional services from Tyler/New World to implement the Brazos electronic citation program. KenCom would then invoice the Village of Oswego for the Tyler/New World Brazos Electronic Citation software program in an amount not to exceed \$59,704. The Kendall County Circuit Clerks Office has agreed to fund a portion of the software, professional service and hosting/maintenance costs as described in the IGA (Exhibit A) in the amount of \$30,671.00. They have also agreed to fund a portion of the ongoing annual maintenance fees for Brazos electronic citation software as described in the IGA (Exhibit A). The Kendall County Circuit Clerk does not have a contractual relationship with KenCom therefore, the Village of Oswego would initially cover the cost for the Brazos project. KenCom would submit an invoice for reimbursement to the Village of Oswego and the Village of Oswego would then invoice the Kendall County Circuit Clerk for their portion (\$30,671.00). The remaining portion of the cost to get the program up and running will be funded by the Village of Oswego in the amount of \$29,033.

FUNCTIONALITY/PROGRAM BENEFITS

This partnership with the Kendall Circuit Clerks Office and the Village of Oswego Police Department will create operational efficiencies which will save both organizations data entry time. The program will also offer safety benefits by allowing the officer to better focus their attention during traffic stops, instead of looking down to manually write documents. This program will also reduce the amount of time an officer spends completing a document as well as improved legibility for document viewing.

The police department will gain efficiencies in time for data entry from both the officer and records clerks as illustrated in the table below. These time efficiencies will open time for officers and clerks to focus that saved time on other valuable job duties.

Time Savings Illustration

		FY 20 (Projected)	FY 19	FY18
	Written Warnings	8,388	7,089	8,391
	Citations	1,248	1,304	1,752
	Total Documents	9,336	8,393	10,143
Time Saving				
5 minutes per document	Records Clerk	803 hrs.	700	845 hrs.
2 minutes per document	Officers	321 hrs.	280 hrs.	338 hrs.
	Total Estimated Time Savings Annually	1,124 hrs.	980 hrs.	1,183 hrs.

Also included in this new program will be software that creates electronic tow reports the Department currently hand writes. The software will migrate all needed vehicle and driver data into the tow report template and the report will be printed in the squad. This will reduce the amount of time officers spend writing out tow-reports for vehicles towed from traffic crash scenes as well as arrests.

FUNDING APPROACH

The initial portion the Village of Oswego will fund for the Brazos Electronic Citation program will be \$29,033.00. The Village cost for this project will come from the E-Citation Fund and the DUI Fund. The breakdown of the costs are as follows:

Cost Breakdown

Item	Amount
One-Time Software Cost	\$6,582.00
Hardware Cost – Printer, DL Scanner & Install Materials	\$15,415.00
Professional Services & Training	\$5,500.00
Initial Maintenance Costs	\$1,536.00
Total Initial Cost	\$29,033.00
Annual Maintenance Costs Operating Budget - FY21	\$1,583.00

RECOMMENDATION:

Staff recommends the approval of the resolutions authorizing the Brazos Electronic Citation software program.

ATTACHMENTS:

Resolutions

Exhibit A

Exhibit B

RESOLUTION NO. 20 - R - ____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF OSWEGO AND KENDALL COUNTY CIRCUIT CLERK
(BRAZOS ELECTRONIC CITATION SOFTWARE)**

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 Oswego Police Department supports law enforcement partnerships to enhance the level of police services for the Village of Oswego.

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 Clerk are hereby authorized and directed to execute on behalf of the Village of Oswego an intergovernmental agreement between the Village of Oswego and Kendall County Circuit Clerk regarding Brazos Electronic Citation software substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. 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.

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:

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF OSWEGO AND KENDALL COUNTY CIRCUIT CLERK
(BRAZOS ELECTRONIC CITATION SOFTWARE)**

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)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
VILLAGE OF OSWEGO
AND
KENDALL COUNTY, ILLINOIS, CIRCUIT CLERK**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "Agreement") is hereby entered into by and between the Kendall County Circuit Clerk (hereinafter referred to as "the Circuit Clerk") and the Village of Oswego, a home rule unit of local government, of the State of Illinois, (hereinafter referred to as "Village of Oswego") on behalf of itself and its police department (hereinafter referred to as "OPD").

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, allows public agencies, as defined by the Act, to enter into intergovernmental agreements in order to share powers, privileges, or functions; and

WHEREAS, the Kendall County Emergency Phone Service and Communications Board (hereinafter referred to as "KenCom") previously acquired computer software and hardware from Tyler/New World, including, but not limited to, Computer Aided Dispatch (CAD), Mobile Messaging, Mobile crash reporting, Field Based Reporting, Fire Records Management, Law Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime Mapping/Management Reporting and ESRI Embedded Applications (hereinafter collectively referred to as "Tyler/New World software"); and

WHEREAS, KenCom and the Village of Oswego previously entered into an agreement whereby the Village of Oswego would reimburse KenCom for the OPD's use of the Tyler/New World software; and

WHEREAS, KenCom has acquired additional software from Tyler/New World that processes Brazos eCitations (hereinafter referred to as "eCitation software"), which allows for traffic citations to be electronically filed with the Circuit Clerk (a description of the eCitation software is attached to this Agreement as Exhibit A); and

WHEREAS, the Circuit Clerk is the custodian, *ex officio*, of the Circuit Court Clerk Electronic Citation Fund. 705 ILCS 135/10-5(d)(9); and

WHEREAS, the Circuit Court Clerk Electronic Citation Fund "shall be used to perform the duties required by the office for establishing and maintaining electronic citations." 705 ILCS 135/10-5(d)(9); and

WHEREAS, the Circuit Clerk has determined that the initial one-time buy-in costs for the

eCitation software and services listed in Table 1 attributable to the Village of Oswego is \$24,545.00; and

WHEREAS, in order to facilitate the implementation of the electronic citation system, the Village of Oswego has agreed to advance to Tyler New/World or KenCom the sum of \$24,545.00; and

WHEREAS, pursuant to the further terms of this Agreement, the Circuit Clerk will reimburse the Village of Oswego for its share of the one-time buy-in costs, \$24,545.00; and

WHEREAS, reimbursing the Village of Oswego for its portion of the expense related to the eCitation software will serve to establish and maintain electronic citations; and

WHEREAS, the Circuit Clerk and the Village of Oswego agree to the following arrangement for the reimbursement of expenses related to the eCitation software.

NOW THEREFORE, in consideration of the premises and mutual covenants hereafter set forth, the parties agree as follows:

- 1) The above recitals are incorporated herein by reference.
- 2) The Circuit Clerk agrees to reimburse the Village of Oswego, from the Circuit Court Clerk Electronic Citation Fund, the initial one-time buy-in costs for the Tyler/New World products and services listed in Table #1. The costs will be invoiced by KenCom or Tyler/New World to the Village.

Table #1 – One-time Costs

Brazos Services/Products	Quantity	Cost w/discount
Set up and configuration	1	\$6,500.00
Brazos Hosting Fee	1	\$0.00
eCitation Framework (for 21 units)	1	\$15,120.00
Interface with Jano	1	\$2,925.00
Total		\$24,545.00

- 3) Upon receipt of an Invoice from KenCom or Tyler/New World for the Village's share of the initial one-time buy-in cost, the sum of \$24,545.00, the Village of Oswego agrees to approve payment of the Invoice. Thereupon, the Village shall notify the Circuit Clerk in writing of the approval and the payment of the Invoice. Within thirty (30) days of receiving such written notice, the Circuit Clerk shall notify the Kendall County Treasurer, in writing, to reimburse the Village the sum of \$24,545.00 as and for its initial one-time buy-in cost. Alternatively, upon receipt of said Invoice by the Village, the Village shall forward said Invoice to the Circuit Clerk who shall direct the Kendall County Treasurer to

pay said Invoice from the Circuit Court Clerk Electronic Citation Fund

- 4) The Circuit Clerk agrees to reimburse the Village of Oswego, from the Circuit Court Clerk Electronic Citation Fund, the on-going annual maintenance costs for software licensing of Tyler/New World products and Third-Party Software listed in Table #1 above according to an estimated maintenance fee schedule as set forth in the following Table #2:

Table #2 – Annual Maintenance Costs

Brazos Services/Products	Quantity	Annual Cost
Brazos Hosting Fee	1	\$1,915.00
eCitation Framework (for 21 units)	1	\$3,528.00
Interface with Jano	1	\$683.00
Total		\$6,126.00

The parties agree the calculated annual maintenance costs set forth in Table #2 are based on the number and type of software license fees listed in Table #1 above. The parties understand and agree the estimated maintenance fee schedule set forth in Table #2 is subject to change if KenCom purchases additional eCitation software for OPD's use, provided the Circuit Clerk has agreed in writing to pay the additional software fees.

- 5) Annual maintenance costs will be invoiced annually by KenCom or Tyler/New World to OPD or the Village on April 1.
- 6) Upon receipt of an Invoice from KenCom or Tyler/New World for the Village 's share of the annual maintenance costs, the Village agrees to approve payment of the Invoice. Thereupon, the Village shall notify the Circuit Clerk in writing of the approval and the payment of the Invoice. Within thirty (30) days of receiving such written notice, the Circuit Clerk shall notify the Kendall County Treasurer, in writing, to reimburse the Village for its share of the annual maintenance costs. Alternatively, upon receipt of said Invoice by the Village, the Village shall forward said Invoice to the Circuit Clerk who shall direct the Kendall County Treasurer to pay said Invoice from the Circuit Court Clerk Electronic Citation Fund.
- 7) This Agreement shall be in effect for a term of ten (10) years beginning on January 15, 2020. Either the Circuit Clerk or Village of Oswego shall have a 30-day time period each year during which it may cancel the Agreement without penalty. The Agreement may be cancelled by either the Circuit Clerk or Village of Oswego by providing notice to the other party at any time in the 30 (Thirty) days preceding March 1 each year.
- 8) The reimbursements from the County Treasurer to the Village of Oswego set forth in this Agreement shall be paid solely from the Circuit Court Clerk Electronic Citation Fund. If, at any time, the balance of the Circuit Court Clerk Electronic Citation Fund is insufficient to make

any payment anticipated or required by this Agreement, the Circuit Clerk agrees to provide prompt written notice of said insufficiency to the Village of Oswego. In the event of insufficiency of funds in the Circuit Court Clerk Electronic Citation Fund, either the Circuit Clerk or Village of Oswego has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

- 9) The parties agree that any modification to this Agreement must be in writing and signed by authorized individuals on behalf of the undersigned parties.
- 10) This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be the Circuit Court of the 23rd Circuit, Kendall County, Illinois. If any provision of this Agreement shall be declared or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 11) Any notice required or permitted to be given pursuant to this Agreement, with the exception of invoicing, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to the Circuit Clerk send to, 807 West John St., Yorkville, IL 60560, fax (630)553-4964, email ringemunson@co.kendall.il.us; and, in the case of notice to the Village of Oswego send to Oswego Police Department, Attention Chief of Police, 3355 Woolley Road, Oswego, IL 60543, fax - (630)-554-9379, email jburgner@oswegoil.org. Notice shall be effective upon receipt by the other party.
- 12) This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.
- 13) Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement, shall be deemed or constructed to create any joint employer relationship.
- 14) This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

Kendall County Circuit Clerk

Name: Robyn Ingemunson

Title: Kendall County Circuit Clerk

Date:

Signature:

Oswego Police Department, Illinois

Name: Jeff Burgner

Title: Chief of Police

Date:

Signature:

The Village of Oswego, Illinois

Name:

Title:

Date:

Signature:

Exhibit A

Brazos eCitation software is described herein as:

The Brazos eCitation solution is an end-to-end, electronic citation solution which provides tremendous flexibility, a high level of data security and integrity, and scalability for the future. Brazos provides the ticket Writers/printers (can be any portable device or fixed MDT) and peripheral devices for the officers (for electronic citations, accident reports, parking, signature capture, fingerprint capture, etc.); the back-end software for central review, reporting, and administrative functions; and court-specific features for standardizing all citation processing using a web-based server. Brazos is completely device-independent. The software may be run on handhelds, laptops/MDCs, cell phones, and more – any device with a Windows, Android, or IOS operating system can run the Brazos solution.

Brazos is a complete eCitation solution which includes a very robust backend capability that is not found with other solutions. Some examples of those capabilities are:

- Complete control over every drop-down in the applications from the website (i.e. locations, offenses, officers, etc.).
- Full administrative control over all users and devices to control which users can view or modify all data fields.
- Citation Detail Reports which look exactly like the violator copy and can optionally print with the photographs, fingerprints, signatures, video and/or audio notes.
- Complete control over the citation numbers including complete audit reports to account for all citation numbers.
- Web-based Citation Entry Screen for entry of any paper tickets. This will allow all reports to be complete as well as retaining all electronic interfaces for 'paper' tickets.
- Detailed statistical reporting for the officers such as count reports, location reports, selective traffic enforcement reports, racial profiling reports and many others.
- Complete history of each device including number of tickets, who was logged in, last sync dates, and any errors or activities performed on those devices.
- Detailed workflow for citations that can include approvals, rejections, and current status of each record with regards to each export.
- Interfaces to back-end systems (Court and Police Records) to automate and increase efficiencies within multiple departments.

The Brazos eCitation software and integration with existing Tyler software in place and use by both Kencom and OPD will allow for a complete electronic transfer of data from the issuing deputy to the clerk's office seamlessly.

RESOLUTION NO. 20 - R - ____

RESOLUTION AUTHORIZING APPROVAL FOR THE REQUEST FOR ADDITIONAL TYLER/NEW WORLD PRODUCT KENCOM DOCUMENT – BRAZOS ELECTRONIC CITATION SOFTWARE AND HARDWARE.

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 Oswego Police Department supports law enforcement partnerships to enhance the level of police services for the Village of Oswego.

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 Clerk are hereby authorized and directed to execute on behalf of the Village of Oswego approval of an agreement between the Village of Oswego and Kendall County Emergency and Communications Board (KenCom) regarding Brazos Electronic Citation software substantially in the form attached as “Exhibit B”.

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. 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.

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:

RESOLUTION AUTHORIZING APPROVAL FOR THE REQUEST FOR ADDITIONAL TYLER/NEW WORLD PRODUCT KENCOM DOCUMENT – BRAZOS ELECTRONIC CITATION SOFTWARE AND HARDWARE.

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)



KenCom Public Safety Dispatch

1100 Cornell Lane, Yorkville, Illinois 60560

Phone (630) 553-0911

Fax (630) 553-9411

Request for Additional Tyler/New World Product(s)

The Village of Oswego (Oswego) agrees to reimburse KenCom within (60) days of purchase for any additional software, equipment, professional services, travel expenses and maintenance fees for new services procured from Tyler/New World by KenCom on behalf of Oswego. Ongoing annual maintenance costs and hosting fees for the additional software will be invoiced according to Oswego's (on behalf of Oswego) existing Tyler/New World Licensing and Maintenance Fees Intergovernmental Agreement with KenCom, unless maintenance fees and hosting fees are due upon receipt of the product. Should KenCom receive an invoice for additional project costs not listed below such as travel expenses and/or additional training or professional services, KenCom will invoice Oswego upon receipt for those additional costs.

Procurement of product will not occur until this request form is completed by the agency head.

Quantity	Item Type	Item Description	Amount	Total
1	Software	Ticket Writer Interface	\$0	\$0
1	Software	Tow/Impound Interface	\$0	\$0
1	Software	Device Level Interface: New World Mobile	\$0	\$0
1	Software	Interface: Court	\$2,925	\$2,925
1	Software	Interface: JANO	\$2,925	\$2,925
1	Software	Interface: New World Records Mgmt	\$0	\$0
1	Software	Task: Tow/Impound Report (standard)	\$3,657	\$3,657
21	Software	eCitation Brazos Rapid Extension Framework – MDC or Tablet	\$720	\$15,120
21	Hardware	4910LR-152-LTRK/L-Tron DL Scanner	\$336	\$7,056
21	Hardware	LB3603/Brother, PocketJet, USB Cable	\$13	\$273
20	Hardware	LB3692/Brother, PocketJet, Car Adapter-wired	\$23	\$460
4	Hardware	LB3788-CASE/Brother, Paper, Perforated roll, 6 rolls per case	\$69	\$276
1	Hardware	LB3834/Brother, Pocketjet, Rugged Jet, AC Charger	\$42	\$42
21	Hardware	PJ723/Brother, Printer	\$348	\$7,308

2	Professional Services	Ticket Writer Interface Installation	\$0	\$0
1	Professional Services	Tow/Impound Interface Installation	\$0	\$0
1	Professional Services	Brazos Set-Up and Configuration	\$6,500	\$6,500
1	Professional Services	Brazos Project Management Subject to per diem as needed if not remote	\$2,000	\$2,000
1	Training	Brazos Training	\$2,000	\$2,000
1	Travel Expenses	Estimated Travel Expenses	\$1,500	\$1,500
1	Annual Hosting Fee	Brazos Hosting Fee	\$1,915	\$1,915
21	Maintenance	eCitation Brazos Rapid Extension Framework – MDC or Tablet	\$168	\$3,528
1	Maintenance	Interface: CMS JANO	\$683	\$683
1	Maintenance	Interface: Court	\$683	\$683
1	Maintenance	Task: Tow/Impound Report (standard)	\$853	\$853

Kendall County Emergency Phone Service and
Communications Board

Village of Oswego, Illinois

Name: Gregory R. Witek

Name: _____

Title: Chairman, KenCom Executive Board

Title: _____

Date: 12-06-19

Date: _____

Signature: 

Signature: _____

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: January 14, 2020
SUBJECT: A Beep, LLC Contract

ACTION REQUESTED:

Approve a Resolution to Enter into a 3-Year Contract with A Beep, LLC for the Joint Purchase of Police Radios, Accessories and Licenses.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Police

SUBMITTED BY: Carri Parker, Purchasing Manager & Jeff Burgner, Police Chief

FISCAL IMPACT:

None

BACKGROUND:

In February 2018, the Village Board approved the purchase of 60 new Kenwood portable radios and accessory equipment for radios using the KenCom frequencies. At that time there was no discussion of digital or encryption technology in the near future for KenCom radio frequencies however, staff recommended the purchase of radios that were capable of both analog and digital radio frequencies just in case KenCom went to digital technology. These new Kenwood radios replaced equipment that was purchased between 2004 and 2007. The production of the previous radios was cancelled in 2015.

In February 2019, Purchasing Manager Parker was informed that the KenCom Dispatch Center would be installing a new P5 program to allow digital channels for all police agencies using KenCom. The timeline was not set at that time, therefore, was not discussed until late April 2019.

In April 2019, KenCom communicated to all participating agencies through the finance committee and the executive board that the digital platform on P5 would be going live by the end of 2019 and that all agencies, in order to utilize P5 would need to convert their current police radios to a digital format. In addition, KenCom advised that by the end of 2020 they will be incorporating digital encryption on the P5 frequency.

In May 2019, Purchasing Manager Parker reached out to the five core agencies (Yorkville, Oswego, Montgomery, Plano and Kendall County) that utilize KenCom. All five agencies worked with Purchasing Manager Parker to identify the radio specifications and agreed to participate in the Request for Proposal to reduce the overall cost of purchase and agreed to the following timeline of funding over three fiscal years.

- Portable Radios and Digital Licensing will be purchased in May 2020 (FY21 Budget)
- Portable Radio Encryption Licensing will be purchased in May 2021 (FY22 Budget)
- Mobile Radios and Licensing will be purchased in May 2022 (FY23 Budget)

In October 2019, Purchasing Manager Parker released the Request for Proposal to several agencies that would be able to fulfill the purchase specifications. The proposals were due on October 30, 2019 at 9:00 a.m. There were two proposals received. After a thorough review, Purchasing Manager Parker recommended entering into a contract with A Beep, LLC for the purchase of the radios including accessories and licenses according to the schedule above.

The Oswego Police Department has already purchased portable radios in FY2018. These radios will support the digital and encryption format; however, digital and encryption licensing will need to be purchased.

DISCUSSION:

At this time the police department is not asking to purchase any radios or licenses. This contract will lock the rates in for the next three years when the Village will need to purchase these items. Staff is currently reviewing the FY21 budget and working with other agencies to determine the best funding option for this expense. Any future purchases will require Village Board approval in accordance to the Village's purchasing policy.

The Village's estimated costs for future purchases is as follows:

- FY21 – \$34,720
 - (10) Portable Radio Purchase - \$15,940
 - (60) Portable Radio Digital Licensing - \$18,780
- FY22 – (60) Portable Radio Encryption Licensing - \$27,720
- FY23 – (24) Mobile Radios and Licensing - \$37,512

Grand Total: \$99,952 (without optional accessories)

Due to growth within the police department, the Village will be purchasing additional radios

within the 3-year contract. These radios will include the two licenses (digital and encryption) in its purchase price of \$ 1,594.00 each for portable radios and \$1,563.00 each for mobile radios.

RECOMMENDATION:

Staff requests the City Council to authorize the execution of a contract with A Beep, LLC, to establish price of radios including accessories and licenses.

ATTACHMENTS:

- Resolution
- Exhibit A – Proposal Evaluation Analysis
- Exhibit B – Request For Proposal for the Joint Purchase of Radios, Accessories and Licenses for Multiple Agencies Submission - A Beep, LLC Proposal
- Exhibit C – A Beep, LLC Signed Contract

RESOLUTION NO. 20 - R - ____

**RESOLUTION APPROVING A CONTRACT WITH A
BEEP, LLC FOR THE JOINT PURCHASE OF POLICE
RADIOS, ACCESSORIES AND LICENSES**

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 to approve the contract substantially in the form attached hereto marked as “Exhibit C” with the understanding that the pricing set forth shall be valid for a period of three years, and the Village Board may authorize specific purchases at those prices from time to time within the three year period commencing with the date of approval of this Resolution.

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 CONTRACT

The Village President, Village Administrator, or Village’s legal counsel are hereby authorized and directed to execute on behalf of the Village of Oswego a contract with A Beep, LLC, substantially in the form attached as “Exhibit C.”

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 14th day of January 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 14th day of January 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

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

CLERK'S CERTIFICATE
(RESOLUTION)

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

**RESOLUTION APPROVING A CONTRACT WITH A
BEEP, LLC FOR THE JOINT PURCHASE OF POLICE
RADIOS, ACCESSORIES AND LICENSES**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 14th day of January 2020, and thereafter approved by the Village President on the 14th day of January 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 14th day of January 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Request For Proposals Evaluation Sheet - Joint Radio, Accessories and Licenses Purchase
Wednesday, October 30, 2019

Village of Oswego

Summary	Quantity	A Beep Item Cost	A Beep Total	United Radio Item Cost	United Radio Total
One New Portable Radio including licenses	10	\$ 1,594.00	\$ 15,940.00	\$ 1,557.43	\$ 15,574.30
One New Mobile Radio including licenses	24	\$ 1,563.00	\$ 37,512.00	\$ 1,740.68	\$ 41,776.32
One New Portable Radio without licenses	10	\$ 833.00	\$ 8,330.00	\$ 676.00	\$ 6,760.00
One New Mobile Radio without licenses	24	\$ 802.00	\$ 19,248.00	\$ 859.25	\$ 20,622.00
Adding both licenses to one existing radio	60	\$ 761.00	\$ 45,660.00	\$ 881.43	\$ 52,885.80
Adding digital licenses to one existing radio	60	\$ 313.00	\$ 18,780.00	\$ 465.05	\$ 27,903.00
Adding encryption licenses to one existing radio	60	\$ 462.00	\$ 27,720.00	\$ 505.38	\$ 30,322.80
Optional					
Diga-Talk per radio	94	\$ 288.00	\$ 27,072.00	\$ -	\$ -
Bank Charger	1	\$ 525.00	\$ 525.00	\$ 487.23	\$ 487.23
Battery	70	\$ 129.00	\$ 9,030.00	\$ 119.90	\$ 8,393.00
Fiscal Year Impact					
Portable Radio Purchase		\$ 15,940.00			
Digital License Purchase		\$ 18,780.00			
Encryption License Purchase		\$ 27,720.00			
Mobile Radios with Licenses		\$ 37,512.00			



October 29, 2019

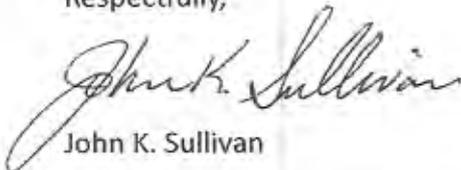
Carri Parker
Purchasing Manager
100 Parkers Mill
Oswego, Il. 60543
Direct: 630.746.0871
Email: cparker@oswegoil.org

Thank you for this opportunity to provide products and services to all agencies involved. Please accept the attached proposal as well as this cover letter for your consideration. A Beep LLC has been serving the Public Safety, Education, and Business and Industry radio needs in your area and throughout the greater Chicagoland area since 1996. In recent years we have expanded our services with our Diga-Talk network to provide radio coverage from Green Bay Wisconsin to Southern Illinois as well as Northwest Indiana. This system could provide coverage as back up to your county network as well as provide additional coverage beyond Kendall County into Cook county and other surrounding areas. Additional talk groups could be added by individual agencies as needed. There are no other UHF digital trunking systems in the area with as much coverage and capacity as the Diga-Talk Network.

A Beep is one of the largest Kenwood dealers in the mid-west and has provided the NX5000 line of radios to many of our customers with great success. Our public safety customers have enjoyed this quality radio for its many features, low cost of ownership, and dependability. We have an excellent staff of service technicians that are able to provide service and installation of all of your radio needs. We do all of this in house without the use of sub contractors.

A Beep is also the sole provider for the radio infrastructure and related systems for Kencom and has recently been awarded a contract to upgrade the existing Kencom radio networks. Some of these upgrades include P25 digital and encryption. Selecting A Beep to provide, service, and maintain your existing fleet of Kenwood portable and mobile radios as well as your new purchases will help to maintain the integrity of the total communications systems from dispatch to the field.

Respectfully,


John K. Sullivan



REQUEST FOR PROPOSAL (RFP)

JOINT PURCHASE OF RADIOS, ACCESSORIES, AND
LICENSES FOR MULTIPLE AGENCIES

PROPOSALS DUE: OCTOBER 30, 2019 AT 9:00 A.M.



I. INTRODUCTION

The Village of Oswego is accepting sealed proposals from qualified and experienced Vendor who is interested in providing radios, accessories, and licenses to KenCom Public Safety Dispatch (KenCom) police agencies and any other agencies who should choose to participate in this joint purchase.

KenCom Public Safety Dispatch is an Emergency 9-1-1 Public Safety Answering Point (Dispatch Center) serving the Kendall County Sheriff's Office, the police departments of the Village of Oswego, United City of Yorkville, City of Plano, Village of Montgomery and many other departments.

The term "Agencies" whenever used in this document shall be to mean the Village of Oswego, United City of Yorkville, City of Plano, Village of Montgomery, Kendall County Sheriff's Office, Kendall County Coroner's Office and KenCom Public Safety Dispatch Center.

II. SPECIFICATIONS

1) Portable Radios – Kenwood NX-5300 K2 UHF

a) Included:

- NX-5300 K2 Portable Radio Chassis
- NXDN Diga-Talk Service Plan Activation and one-year service for KenCom Single Talk Group to be used for back up and OTAP
- NXDN® Conventional / TYPE-C (Gen1/Gen2) Trunking
- Belt Clip (KBH-11)
- Universal Connector Cap
- User Guide

b) Included Accessories:

- Speaker Microphone (KMC-70M)
- Antenna, UHF, Whip (KRA-27)
- Battery (Li-Ion, 3400mAh (KNB-L3M)
- Charger, Single Unit, Rapid (KSC-32)
- Hard leather case with A Wedge swivel belt loop (KW9032-VBW)

c) Included Warranty:

- Manufacturer: 3 Year
- Accessories: 1 Year

2) Mobile Radios – Kenwood NX-5800K UHF

a) Included:

- NXDN Diga-Talk Service Plan Activation and one-year service for KenCom Single Talk Group to be used for back up and OTAP
- NXDN® Conventional / TYPE-C (Gen1/Gen2) Trunking
- DTMF
- Vehicle Coax Kit

- 460MHz Whip, Straight RF Antenna 450MHz ~ 470MHz 0dB NMO Base Mount
 - User Guide
- b) Included Warranty:
- Manufacturer: 3 Year
 - Accessories: 1 Year
- 3) License Keys for New and Existing NX5000 Radios**
- a) NXDN Diga-Talk Service Plan Activation and one-year service for KenCom Single Talk Group to be used for back up and OTAP
 - b) P25 Conventional Features (KWD-5100CV)
 - c) AES & DES Encryption Module (KWD-AE31K)
 - d) L-5004 Install KWD-AE31K in NX-5000 series
- 4) Agency Optional Accessories**
- a) Rapid rate 6-unit charger CEC Compliant (KSC-326AK)
 - b) Battery (Li-Ion, 3400mAH (KNB-L3M))
- 5) Licenses**
- a) KPG-AE1K AES/DES Encryption Software Key Loader for KWD-AE31K Authentication by KPT-300LMC is required. Note: KPG-AE1 is a U.S. DOC/BIS Export Controlled Item (ECCN 5D002A).
 - b) KPG-D1NK License Key for KPG-D1NK Programming Software for NX-5000 Portable/Mobile (Windows® Vista/7/8/8.1)
 - c) KPG-46XM full Speed USB Programming interface cable
 - d) KPG-36XM full Speed USB Programming interface cable
- 6) Installation**
- a) Installation labor to remove existing radio and install dash mount radio.
 - b) Installation labor to remove and replace existing coax, mount, and antenna.
 - c) Labor radio programming per each Agency and KenCom Specifications.

III. WARRANTIES FOR SUPPLIES AND SERVICES

Vendor shall ensure that all manufacturers' warranties are transferred to the Agencies individually and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the Agencies payment, acceptance, inspection or failure to inspect the supplies.

Vendor warrants that all services will be performed to meet the requirements of the agreement in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the agreement, who is disruptive or not respectful of others in the workplace, or who in any way violates the agreement or Agencies policies.

IV. VENDOR REQUIREMENTS

Vendor must be an authorized dealer or authorized reseller of the equipment.

V. POTENTIAL PURCHASE QUANTITY

Agency	Portable	Mobile	Digital	Encryption
Kendall County Sherriff	118	46	164	164
Village of Oswego*	10	24	94	94
Village of Montgomery	35	0	50	50
United City of Yorkville*	5	17	55	55
City of Plano	29	11	40	40
KenCom	5	0	5	5
Kendall County Coroner	5	2	7	7
TOTAL	207	100	415	415

*The Village of Oswego and the United City of Yorkville have previously purchased a majority of their portable radios.

VI. SCHEDULE

Proposal Process and Purchase Steps	Estimated Deadline Date(s)
Release to the Public	October 8, 2019
Final Date to Submit Questions	October 18, 2019, by 3:00 pm
Addendum Posted (if any)	October 22, 2019, by 12:00 pm
Emailed Proposals Due	October 30, 2019 at 9:00 am
Agencies Board/Council Agreement Approvals	November 2019
Digital licensing on all portable radios	FY2021
Encryption licensing on all portable radios	FY2022
Digital and Encryption on all mobile radios	FY2023
Purchase Complete/Contract Expiration Date	December 31, 2023

GENERAL CONDITIONS

I. JOINT PURCHASING

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.

ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body.

Illinois statutes, 525/2 from Ch. 85, par. 1602. (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies, and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

II. PREPARATION AND SUBMISSION OF PROPOSALS

- A. Each Proposal shall be submitted on the exact form furnished. All blank spaces for Proposal prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount Proposal, the prices expressed in written words shall govern.
- B. Each Responder must submit the following items in their electronic proposal packet:
 1. Subcontractors List
 2. References
 3. Detailed Exception Sheet
 4. Signed Proposal Sheet
 5. Signed Respondent Proposal Agreement
- C. Vendors may attach separate sheets to the Proposal for the purpose of explanation, exception, alternate Proposal and to cover unit prices, if needed.
- D. Vendors may withdraw their Proposal either personally or by written request at any time before the hour set for the Proposal opening and may resubmit it. No Proposal may be withdrawn or modified after the Proposal opening except where the award of the agreement has been delayed for a period of more than thirty (30) days.
- E. In submitting this Proposal, the Responder further declares that the only person or party interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm or corporation.
- F. The Responder further declares that he has carefully examined this entire Proposal Package, and he has familiarized himself with all of the local conditions affecting the agreement and the detailed requirements of this work and understands that in making the Proposal he waives all rights to plead a misunderstanding regarding same.

- G. The Responder further understands and agrees that if this proposal 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 agreement, except such materials as are to be furnished by the owner (Agencies), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- H. The Responder further agrees that if the Agencies 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 Responder further agrees that the Agencies representative may at any time during the progress of the work covered by the Agreement, order other work or materials incidental thereto and that all such work and materials as do not appear in the Proposal or Agreement as a specific item covered by a lump sum price, and which are not included under the Proposal price for other items in the Agreement, shall be performed as extra work.
- J. The Responder further agrees to execute all documents within this Proposal Package, for this work and present all of these documents to the Agencies.
- K. The Responder further agrees to execute all documents within this Proposal 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 Agreement.
- L. By submitting a Proposal, the Responder understands and agrees that, if his proposal is accepted, and he fails to enter into an agreement forthwith, he shall be liable to the Agencies for any damages the Agencies may thereby suffer.
- M. No Proposal shall be considered unless the party offering it shall furnish evidence satisfactory to the Agencies that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Agreement.
- N. Proposals shall be emailed to cparker@oswegoil.org, by **October 30, 2019 at 9:00 a.m. local time.**

III. ADDITIONAL INFORMATION REQUEST

Questions regarding this Proposal and specific questions regarding the specifications in this Proposal can be emailed to Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email cparker@oswegoil.org. Answers will be provided in writing to all potential Responders; No oral comments will be made to any Responder as to the meaning of the Proposal and Specifications or other Proposal documents. Responders 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 Responder should have been aware of, and the Agencies will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Agencies) from any officer, agent, or employee of the Agencies or any other person shall not affect the risks or obligations assumed by the Responder or relieve him from fulfilling any of the conditions and obligations set forth in the Proposal and other agreement documents. Before the Proposals are opened, all modification or additions to the Proposal documents will be made in the form of a written Addendum issued by the Agencies. Any Addendum issued will be posted on the Agencies website. In the event of a conflict with the original agreement documents, addenda

shall govern all other agreement documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

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

IV. VENDORS RESPONSIBILITY

The Responder is responsible for being familiar with all conditions, instructions, and documents governing this project and Proposal. Failure to make such investigation and preparations shall not excuse the Vendor from the performance of the duties and obligations imposed under the terms of this agreement. The Responder acknowledges that local ordinance permits the Agencies to give preference to local businesses.

- A. The Agencies is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Proposal cannot include any amounts of money for these taxes.
- B. To be valid, the Proposals shall be itemized so that selection for purchase may be made, thus being included in the price of each unit the cost of delivery (FOB Destination).
- C. The Agencies shall reserve the right to add or to deduct from the base Proposal and/or alternate Proposal any item at the prices indicated in the itemization of the Proposal.
- D. All Proposals shall be good for thirty (30) days from the date of the Proposal opening.
- E. Responders 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

V. AWARD OF PROPOSAL

An agreement will be awarded by each participating agency and their respective corporate authorities will make the final award of the proposal. The successful Responder and each Agency will execute an agreement set forth in the proposal package within fourteen (14) days from the award of the agreement. The Agencies reserve the right to reject any or all proposals. No proposal shall be withdrawn for a period of thirty (30) days after the proposal opening date without the consent of the Village.

In addition to price, the Agencies will consider:

- Ability, capacity, and skill to fulfill the agreement 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 agreements.
- Previous and existing compliance with laws and ordinances relating to the agreement.
- Sufficiency of financial resources.
- Quality, availability, and adaptability of the commodities, services or construction, in relation to the Agencies' requirements.

- Ability to provide future maintenance and service under the agreement.
- Number and scope of conditions attached to the Proposal /Proposal.
- Record of payments for taxes, licenses or other monies due to the Agencies.

VI. REJECTION OF PROPOSALS

- A. The Agencies reserves the right to cancel Requests for Proposals without penalty when it is in the best interest of the Agencies. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The Agencies reserves the right to reject any or all Proposals, to waive any minor informality or irregularity in any Proposal, to negotiate changes and/or modifications with the lowest responsible Responder and to make an award to the response deemed to be the most advantageous to the Agencies.
- C. Any Proposal not conforming to the specifications or requirements set forth by the Agencies in the Proposal request may be rejected.
- D. Proposals may also be rejected if they are made by a Responder 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.

VII. EQUAL OPPORTUNITY

The Responder 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.

VIII. NON-DISCRIMINATION

The Proposal der, 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.

IX. EXECUTION OF DOCUMENTS

The Proposal der, in signing this Proposal on the whole or any portion of the work, shall conform to the following requirements:

- A. Proposals signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.
- B. Proposals which 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 Proposal a power of attorney evidencing authority to sign the Proposal, executed by the partners.
- C. Proposals which 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.

If such Proposal 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 proposal should be attached to it. Such proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal. If the Proposal is signed for a limited liability company, it should have the correct legal name and be signed by the managing member or other person with authority. The Agreement shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

X. INELIGIBLE RESPONDENTS OR VENDORS

The Respondent shall certify their review of the Village debarment list found at www.oswegoil.org and to further comply with all provisions of Title 1-16-16 of the Village Code. Each Proposal, Proposal or quotation must also include a listing of all intended subcontractors.

Proposals received from any listed Respondent in response to an invitation for Proposals shall be entered on the abstract of Proposals and rejected. Proposals, quotations, or offers received from any listed Respondent 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 Proposals, quotations, or offers.

The Agencies assumes that submission of a proposal means that the person submitting the Proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

REFERENCES

General Information, the list below current business references for whom you have performed work similar to that required by this Proposal.

Reference No. 1

Town of Cicero Police Department

Business Name

4901 W. Cermak Rd. Cicero IL 60804

Address

City, State, Zip Code

Police Superintendent Jerry Chlada Jr. 708 652-2130

Contact Person

Telephone Number

2015 - Present Provide Two-Way Radios and Service

Dates of Service

Nature of Work

Reference No. 2

Kercom

Business Name

1100 Cornell Land Yorkville IL 60560

Address

City, State, Zip Code

Lynette Bergeron

Contact Person

630 553 0911

Telephone Number

2009 - Present Provide and Service All Radio Systems

Dates of Service

Nature of Work

Reference No. 3

Kane County

Business Name

37W755 Route 38 St. Charles IL 60175

Address

City, State, Zip Code

Andy Baumann

Contact Person

630 208 2127

Telephone Number

2010 - Present Provide and Service NX5000 Radios

Dates of Service

Nature of Work

If additional sheets are needed, please make copies.

PROPOSAL 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:

ITEM #1 - Portable Radios	COUNT	COST
<i>Kenwood NX-5300 K2 UHF and accessories</i>	1	\$833.00
TOTAL COST Eight Hundred Thirty Three Dollars		\$833.00

ITEM #2 - Mobile Radios	COUNT	COST
<i>Kenwood NX-5800K UHF</i>	1	\$676.00
TOTAL COST Six Hundred Seventy Six Dollars		\$676.00

ITEM #3 - License Keys for New and Existing NX5000 Radios	COUNT	COST
NXDN Diga-Talk Service Plan Activation and one-year service for KenCom Single Talk Group to be used for back up and OTAP	1	\$288.00*
Digital License Key for existing radios	1	\$299.00
Encryption License Key for existing radios	1	\$369.00
L-5004 Install KWD-AE31K in NX-5000 series	1	\$52.00
TOTAL COST One Thousand Thirty Five Dollars		\$1035.00

ITEM #4 - Agency Optional Accessories	COST
Rapid rate 6-unit charger CEC Compliant Five Hundred Twenty Five Dollars	\$525.00
Battery (Li-Ion, 3400MAH (KNB-L3M)) One Hundred Twenty Nine Dollars	\$129.00

ITEM #5- Licenses	COST
KPG-AE1K AES/DES Encryption Software Key Loader for KWD-AE31K Authentication by KPT-300LMC is required. Note: KPG-AE1 is a U.S. DOC/BIS Export Controlled Item (ECCN 5D002A). Three Hundred Seventy Seven Dollars	\$377.00
KPG-DINK License Key for KPG-DINK Programming Software for NX-5000 Portable/Mobile (Windows® Vista/7/8/8.1) One Hundred Nine Dollars	\$109.00
KPG-46XM full Speed USB Programming interface cable One Hundred Fourteen Dollars	\$114.00
KPG-36XM full Speed USB Programming interface cable One Hundred Fourteen Dollars	\$114.00

ITEM #6 - Installation	COST
Installation labor to remove existing radio and install dash mount radio. Seventy Dollars	\$70.00
Installation labor to remove and replace existing coax, mount, and antenna. Seventy Dollars	\$70.00
Labor radio programming per each Agency and KenCom Specifications. Fourteen Dollars	\$14.00

Discounts/Rebate Programs Available:

Diga-Talk Air Time Rate 50% reduction with purchase of radios from A Beep LLC One Hundred and Forty Four Dollars	\$144.00
Kenwood Rebate is not currently available as of 10/29/19 however any end user rebate available at time of purchase may be applied.	\$
	\$

Frank Anderson

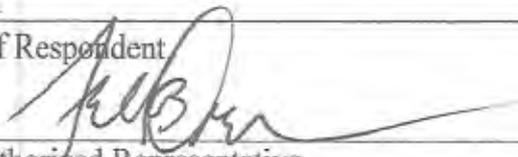
(815)-740-1780

Printed Name of Respondent

Phone Number

Signature of Authorized Representative

Date



10-29-19

DETAIL EXCEPTION SHEET

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

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

Respondent's exceptions are:

No exceptions.

RESPONDENT PROPOSAL AGREEMENT

TO: Kendall County Sherriff
Attn: Commander Jason Langston
1102 Cornell Lane
Yorkville, IL 60560

Village of Oswego
Attn: Deputy Chief Kevin Norwood
3355 Wooley Road
Oswego, IL 60543

Village of Montgomery
Attn. Chief Armando Sanders
10 Civic Center Drive
Montgomery, IL 60538

United City of Yorkville
Attn. Deputy Chief Behr Pfizenmaier
800 Game Farm Road
Yorkville, IL 60560

City of Plano
Attn. Lt. Norman Allison
111 East Main Street
Plano, IL 60545

KenCom Public Safety Dispatch
Attn. Lynette Bergeron
1100 Cornell Lane
Yorkville, IL 60560

Kendall County Coroner's Office
Attn. Chief Deputy Levi Gotte
804 John Street
Yorkville, IL 60560

The undersigned Vendor, in compliance with your advertisement for Proposals for work as specified, and related documents prepared by or at the direction of the Agencies, 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 Proposal documents and at the price provided.

Vendor certifies this Proposal to be for the project described above and to be in accordance with the Request for Proposal and supporting documentation.

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

A BEEP, LLC

Printed Name of Respondent

452 N CHICAGO ST JOHET IL 60432

Address

815 740 1780

City, State, Zip Code

JOHN @ ABEEP.COM

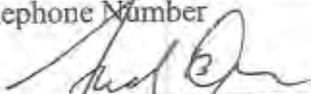
Telephone Number

Email

Signature of Authorized Representative

Title

Date



FRANK B. ANDERSON

MANAGING PARTNER 10-28-19



PURCHASE CONTRACT

This contract is entered into this 14th day of January 2020, by and between the Village of Oswego (Village) and A Beep, LLC. (Contractor) for the Joint Purchase of Police Radios, Accessories and Licenses.

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

1. **Definitions:** The definitions set forth in the Proposal Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this purchase. 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. **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.

4. **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 which 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.
5. **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 or 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 will commence upon contract fully executed and expire on April 30, 2023.
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. Does not exceed twenty percent (20%) of the contracted amount; and
 - D. Is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than fifteen thousand dollars (\$25,000.00).
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 in 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 fail 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. **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.
15. **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.
16. **Additional Items:** The Village and Contractor further agree that:
 - 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, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

Village of Oswego Administrator _____ Date _____

Attest _____ Title _____

Printed Name of Contractor _____

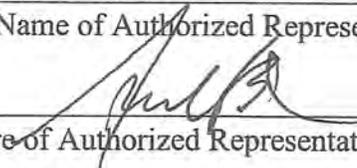
A BEEP, LLC

Company Name _____

452 N CHICAGO ST JOLIET IL 60432
Address City, State, Zip Code

815 740-1780 FRANK@ABEEP.COM
Phone Number Email Address

FRANK B. ANDERSON MANAGER
Printed Name of Authorized Representative Title

 12-17-19
Signature of Authorized Representative Date

CONTRACT SIGNATURES

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

Village of Oswego Administrator Date

Attest Title

Printed Name of Contractor

A BEEP, LLC

Company Name

452 N CHICAGO ST JOLIET IL 60432

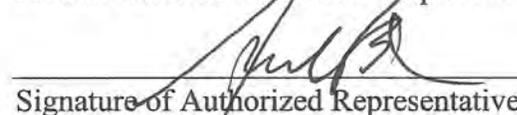
Address City, State, Zip Code

815 740-1780 FRANK@ABEEP.COM

Phone Number Email Address

FRANK B. ANDERSON MANAGER

Printed Name of Authorized Representative Title

 12-17-19

Signature of Authorized Representative Date

**Village of Oswego
Bill List
January 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
General Fund:				
Corporate:				
1001100	ALDI	Food, Employee Luncheon	55.03	
1001100	ALDI	Snacks for Wellness Screening	27.73	
1001100	ALDI	Snacks for Wellness Screening	12.11	
1001100	Ancel, Glink, Diamond, Bush, DiCianni	Legal Services November 2019	5,770.00	
1001100	Azavar Audit Solutions	Electric Audit fee December	77.71	
1001100	Azavar Audit Solutions	Electric Audit fee January	77.71	
1001100	CareerBuilder	Pre-Employment Screening	48.75	
1001100	CMRS-PBP	Add Postage to Meter	100.76	
1001100	Discovery Benefits	FSA Monthly Payments	93.10	
1001100	Globe Tavern	Meal-MCI Conference	24.30	
1001100	Healthy Driven Signup	Fraidy Cat 5K Registration	40.00	
1001100	Hilton Chicago	Lodging-IML Conference	676.92	
1001100	Holiday Inn	Lodging-ICMA National Conference	976.74	
1001100	IAMMA	Leadership Training Class	65.00	
1001100	ILCMA	IT Support Specialist Job Posting	50.00	
1001100	ILCMA	Lunch & Learn Seminar	60.00	
1001100	IPBC	IPBC Insurance-November 2019	7,235.08	
1001100	IPBC	IPBC Insurance-November 2019	41.37	
1001100	IPBC	IPBC Insurance-November 2019	731.27	
1001100	IPRF	Workers Compensation Insurance	857.07	
1001100	IPRF	Workers Compensation Insurance	857.07	
1001100	Jewel Food Stores	Gift Card for Wellness Screenings	35.00	
1001100	Jewel Food Stores	Gift Card for Wellness Screenings	35.00	
1001100	Jewel Food Stores	Gift Card, Retirement Card	74.99	
1001100	Jewel Food Stores	Gift Cards for Wellness Screenings	1,735.95	
1001100	Jewel Food Stores	Gift Cards for Wellness Screenings	105.00	
1001100	Jewel Food Stores	Gift Cards for Wellness Screenings	70.00	
1001100	Jewel Food Stores	Ice, Employee Luncheon	7.47	
1001100	Jewel Food Stores	Snacks for Wellness Screenings	89.83	
1001100	Jewel Food Stores	Snacks, Gift Cards for Wellness Screening	945.00	
1001100	Jewel Food Stores	Supplies, Employee Luncheon	91.15	
1001100	Lyft	Travel-ICMA National Conference	21.69	
1001100	Lyft	Travel-ICMA National Conference	56.91	
1001100	Mahoney, Silverman, & Cross, LLC	Legal Services	960.00	
1001100	Marriot Hotel & Conference Center	Lodging-IPELRA Conference	146.25	
1001100	Meijer, INC.	Gift Cards for Wellness Screenings	315.00	
1001100	NIGP	Annual Membership Dues	190.00	
1001100	Northern IL University	PA Student Support Services	1,285.71	
1001100	Northern IL University	PA Student Support Services	1,285.71	
1001100	Office Depot	Colored Dots for Strategic Plan Session	8.69	
1001100	OmniTRAX Holdings LLC	Land Lease, 2 Parcels	1,396.18	
1001100	Oswego Chamber of Commerce	Downtown Dollars, Service Award	75.00	
1001100	Ottosen Britz Kelly & Cooper	Legal Services	6,098.50	
1001100	Panera Bread	Snacks for Wellness Screenings	55.96	
1001100	Panera Bread	Snacks for Wellness Screenings	44.97	
1001100	Party City	Tablecloths, Employee Luncheon	14.00	
1001100	Physicians Immediate Care	Pre-Employment Exams	246.00	
1001100	Poor Boys Pub	Lead Team Lunch	124.13	
1001100	Shell Oil	Gift Card for Wellness Screenings	25.00	
1001100	Starbuck's	Gift Card for Wellness Screenings	10.00	
1001100	Sterling Codifiers, INC	2020 Online Village Code	500.00	
1001100	Target	Gift Card for Wellness Screenings	35.00	
1001100	Toshiba Financial Services	Copier Lease	126.00	
1001100	Verizon Wireless	Cell Phones/Direct Connect	46.44	
1001100	Verizon Wireless	IPads & Data Devices	91.46	
1001100	Walgreen's	10 Spot Bonus Gift Cards	549.50	
1001100	Warehouse Direct	Credit for Filing Supplies	-7.26	
1001100	Warehouse Direct	Filing Supplies	38.36	
1001100	Warehouse Direct	Folders, Staples, Markers, Misc	22.79	
1001100	Will County Government	2020 Membership Dues	679.68	
1000000	Will County Government	2020 Membership Dues	1,359.32	FY21
1001100	Will County Government	Fall Legis Event	30.00	
1001100	Will County Government	Fall Legis Event	30.00	
1001100	Wyndham Hotel	Lodging-MCI Conference	369.51	
			Corporate Total:	37,297.61
Community Relations:				
1002000	Aurora Area Convention & Visitors	Tourism Costs, Jan-Sept 2019	57,269.18	
1002000	Chicago Tribune	Online Subscription-Beacon News	15.96	

**Village of Oswego
Bill List
January 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1002000	CMRS-PBP	Add Postage to Meter	1.00	
1002000	Facebook	Oswegrow Ads	50.00	
1002000	Facebook	Xmas Walk Ads, Post	10.00	
1002000	Floral Expressions	Senior Center Fundraiser Gift Basket	92.97	
1002000	Granicus, INC.	Website Design	6,280.00	
1002000	IPBC	IPBC Insurance-November 2019	1,225.94	
1002000	IPBC	IPBC Insurance-November 2019	11.82	
1002000	IPBC	IPBC Insurance-November 2019	55.94	
1002000	IPRF	Workers Compensation Insurance	257.12	
1002000	IPRF	Workers Compensation Insurance	257.12	
1002000	Kendall Co NOW	Monthly Digital Subscription	6.99	
1002000	MailChimp	Email Marketing Subscription	84.99	
1002000	My Sisters Lil Donut Shop	Coffee & Conversation Supplies	70.00	
1002000	Service Printing Corp	Winter Newsletter Printing	3,483.32	
1002000	Toshiba Financial Services	Copier Lease	63.00	
1002000	Verizon Wireless	Data Devices	87.36	
1002000	Verizon Wireless	IPads & Data Devices	68.76	
1002000	Warehouse Direct	Folders, Staples, Markers, Misc	0.41	
1002000	WebLinx, INC.	Monthly Website Maintenance	175.00	
1002000	WebLinx, INC.	Website Maintenance/Hosting, 8 Months	1,400.00	
1002000	Widely Interactive LLC	Website Hosting for 2020	366.68	
1000000	Widely Interactive LLC	Website Hosting for 2020	733.32	FY21

Community Relations Total: **72,066.88**

Building & Zoning:

1009999	153 Home Improvement	Permit Refund-317 Morgan Valley Dr	294.40	
1009999	153 Home Improvement	Permit Refund-317 Morgan Valley Dr	50.00	
1002500	CMRS-PBP	Add Postage to Meter	128.27	
1002500	International Code Council	2018 Complete Set Code Books	1,842.63	
1002500	International Code Council	2018 IBC, Soft Cover Books	98.62	
1002500	International Code Council	2018 IPC, Soft Cover Books	61.72	
1002500	International Code Council	2018 IRC, Soft Cover Books	96.79	
1002500	International Code Council	Annual Dues, JZ	120.00	
1002500	International Code Council	IFGC tabs, IFGC/IMC Flash Cards	58.35	
1002500	IPBC	IPBC Insurance-November 2019	6,175.50	
1002500	IPBC	IPBC Insurance-November 2019	39.41	
1002500	IPBC	IPBC Insurance-November 2019	733.67	
1002500	IPRF	Workers Compensation Insurance	857.07	
1002500	IPRF	Workers Compensation Insurance	857.07	
1002500	Oswego Printing Services	Approved/Not Approved Labels	240.00	
1002500	Riverview Ford	Service for 2 BZ Vehicles	98.96	
1002500	Sparkle Express	50 Basic Car Wash Tickets	125.00	
1002500	Thompson Elevator Inspections	2 Elevator Inspections/Certificates	100.00	
1002500	Toshiba Financial Services	Copier Lease	102.00	
1002500	Verizon Wireless	Cell Phones/Direct Connect	55.01	
1002500	Verizon Wireless	Data Devices	236.57	
1002500	Verizon Wireless	IPads & Data Devices	100.23	
1002500	Vision Service Plan	Vision Insurance-Retirees	19.34	
1002500	Warehouse Direct	Binder, Pens, Folders, Correction Tape	39.83	
1002500	Warehouse Direct	Folders, Staples, Markers, Misc	1.43	
1002500	Warehouse Direct	Yellow Cardstock	77.94	

Building & Zoning Total: **12,609.81**

Community Development:

1003000	ABC Designs	Public Hearing Signs & Stakes	627.50	
1003000	Blue Ribbon Taxi	Travel-ICSC Convention	13.75	
1003000	Cirone, Dominick	PZC Meeting Attendance	25.00	
1003000	CMRS-PBP	Add Postage to Meter	227.83	
1003000	Guist, Thomas	PZC Meeting Attendance	25.00	
1003000	Holmstrom, Kenneth	PZC Meeting Attendance	25.00	
1003000	IPBC	IPBC Insurance-November 2019	3,139.85	
1003000	IPBC	IPBC Insurance-November 2019	23.64	
1003000	IPBC	IPBC Insurance-November 2019	216.07	
1003000	IPRF	Workers Compensation Insurance	457.10	
1003000	IPRF	Workers Compensation Insurance	457.10	
1003000	Kendall County Recorder	Release: 100 Willowwood Drive	53.00	
1003000	Kendall County Recorder	Release: 110 Willowwood Drive	53.00	
1003000	Kendall County Recorder	Release: 154 Willowwood Drive	53.00	
1003000	Kendall County Recorder	Release: 302 Owen Court	53.00	
1003000	Kuhn, Rick	PZC Meeting Attendance	25.00	
1003000	Metra Rail	Train-ICSC Convention	16.50	

**Village of Oswego
Bill List
January 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1003000	Metra Rail	Train-ICSC Convention	16.50	
1003000	Natl Trust for Historic Preservation	Membership Renewal Sarah Kimes	40.00	
1003000	North Star Taxi	Travel-ICSC Convention	14.50	
1003000	Novy, Karen E	PZC Meeting Attendance	25.00	
1003000	Pajor, Charles	PZC Meeting Attendance	25.00	
1003000	Stine, Rebecca	PZC Meeting Attendance	25.00	
1003000	Toshiba Financial Services	Copier Lease	63.00	
1003000	Verizon Wireless	Cell Phones/Direct Connect	70.44	
1003000	Verizon Wireless	IPads & Data Devices	15.59	
1003000	Warehouse Direct	Binder, Pens, Folders, Correction Tape	111.77	
1003000	Warehouse Direct	Credit-Returned Colored Folders	-12.88	
1003000	Warehouse Direct	Folders, Staples, Markers, Misc	57.43	
1003000	Warehouse Direct	White Board, NZ	158.99	
				Community Development
				6,101.68
Economic Development:				
1003500	Amazon.com	Acrylic Sign Display for ICSC Booth	70.24	
1003500	Dewitt Hotel & Suites	Lodging-ICSC Deal Making Show	107.97	
1003500	IEDC	IEDC Webinar Registration	95.00	
1003500	IPBC	IPBC Insurance-November 2019	1,364.47	
1003500	IPBC	IPBC Insurance-November 2019	5.91	
1003500	IPBC	IPBC Insurance-November 2019	96.63	
1003500	IPRF	Workers Compensation Insurance	114.28	
1003500	IPRF	Workers Compensation Insurance	114.28	
1003500	Metra Rail	Travel-ICSC Conference	29.00	
1003500	Northern Illinois Real Estate	Economic Development Directory Ads	200.00	
1003500	Oswego Brewing Co	Economic Incentive Agreement-Final	5,000.00	
1003500	Toshiba Financial Services	Copier Lease	63.00	
1003500	Uber Trip	Travel-ICSC Conference	13.11	
1003500	Uber Trip	Travel-ICSC Conference	16.06	
1003500	Verizon Wireless	IPads & Data Devices	61.18	
1003500	Warehouse Direct	Folders, Staples, Markers, Misc	0.20	
				Economic Development:
				7,351.33
Finance:				
1004000	CMRS-PBP	Add Postage to Meter	302.70	
1004000	Fedex	Overnight Postage	66.33	
1004000	Gateway Svcs	CC Processing-Operating	14.60	
1004000	IGFOA	Payroll Seminar Registration	170.00	
1004000	Illinois Collection Services	Collection Services	15.00	
1004000	IPBC	IPBC Insurance-November 2019	4,284.14	
1004000	IPBC	IPBC Insurance-November 2019	22.75	
1004000	IPBC	IPBC Insurance-November 2019	380.12	
1004000	IPRF	Workers Compensation Insurance	685.66	
1004000	IPRF	Workers Compensation Insurance	685.66	
1004000	Matrix NPC Merchant	CC Processing-Operating	1,119.21	
1004000	NOVAtime	Payroll Services	623.50	
1004000	Robinson, Billie	Mileage-IMTA Institute	141.52	
1004000	Sikich LLP	Audit Services, Final Billing for FY19	7,428.00	
1004000	Toshiba Financial Services	Copier Lease	63.00	
1004000	Vision Service Plan	Vision Insurance-Retirees	19.34	
1004000	Warehouse Direct	Folders, Staples, Markers, Misc	5.63	
				Finance Total:
				16,027.16
Information Technologies:				
1004500	Amazon.com	Battery Replacement for VH UPS	43.99	
1004500	Amazon.com	Cable Tester for PW	128.87	
1004500	Amazon.com	Ethernet Cables-TIF, Monitor	163.24	
1004500	CDW Government, INC	Microsoft Office 365 Licenses	41,534.90	
1004500	Citrix Sharefile	Sharefile Account	2,496.00	
1004500	Comcast Corporation	Internet & Connection to Building	5,173.78	
1004500	Comcast Corporation	Internet & Connection to Building	5,196.47	
1004500	Fedex	Overnight Postage	24.54	
1004500	GovITC	Solar Winds Annual Maintenance	531.53	
1004500	Granicus, INC.	Govt Transparency Suite	5,105.14	
1004500	Interdev, LLC.	InterDev - Onsite Support	11,953.39	
1004500	Interdev, LLC.	InterDev - Onsite Support	11,953.39	
1004500	IPBC	IPBC Insurance-November 2019	1,364.47	
1004500	IPBC	IPBC Insurance-November 2019	5.91	
1004500	IPBC	IPBC Insurance-November 2019	96.63	
1004500	IPRF	Workers Compensation Insurance	114.28	

**Village of Oswego
Bill List
January 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1004500	IPRF	Workers Compensation Insurance	114.28	
1004500	PCM Tiger Direct	Adobe Cloud Licensing Subscription	11,772.00	
1004500	TextMagic	Community Relations App	10.00	
1004500	Toshiba Financial Services	Copier Lease	426.00	
1004500	Verizon Wireless	Cell Phones/Direct Connect	47.25	
1004500	Verizon Wireless	IPads & Data Devices	102.34	
1004500	Warehouse Direct	Folders, Staples, Markers, Misc	0.20	
		Information Technologies Total:		98,358.60
Police:				
1005040	7-Eleven	Fuel-Supervisor Class	41.18	
1005030	Alfies Inn	Meal-MGIA Conference	17.40	
1005030	Amazon.com	8GB, 32GB Flash Drives	55.92	
1005030	Amazon.com	Flash Drives, DVD-R	296.79	
1005030	American Cab	Taxi-AIA Conference	15.08	
1005030	AT&T	POTS Lines Service	1,191.29	
1005040	Ballydoyle	Meal-FBI LEEDA Class	25.54	
1005040	Blain's Farm & Fleet	Trailer Hitches/Balls for CSO Vehicles	63.96	
1005040	Boone's Saloon	Meal-Elderly Service Training	16.72	
1005040	Buffalo Wild Wings	Meal-40-Hr Supervisor Class	17.31	
1005040	Buffalo Wild Wings	Meal-Elderly Service Training	16.71	
1005040	Buffalo Wild Wings	Meal-MFI Recertification	11.53	
1005030	Buona Beef	Meal-MGIA Conference	15.86	
1005040	Burger Bar	Meal-Elderly Service Training	15.69	
1005030	Chick-Fil-A	Meal-MGIA Conference	10.08	
1005040	Chili's Grill & Bar	Meal-40-Hr Supervisor Class	15.00	
1005030	Chipotle	Meal-ILHEA Conference	34.08	
1005030	Comcast Corporation	Digital TV Adapter	128.56	
1005030	Crazy Pour Sports Bar	Meal-Task Force Training, 3 Staff	38.05	
1009999	Cribbs, Reginald	Refund Ordinance Ticket Fines	55.00	
1005030	Critical Reach	2020 Critical Reach Annual Fee	550.00	
1005030	Destihl	Meal-PERC 21 Class	16.29	
1005030	Dunkin Donuts	Snacks for NEMRT Class	22.96	
1005030	Dunkin Donuts	Snacks for NEMRT Class	13.98	
1005030	Dunkin Donuts	Snacks for NEMRT Class	13.98	
1005030	Econo Plaza Parking	Parking-AIA Conference	45.00	
1005030	Elvin, Ron	Police Commission Meetings	25.00	
1005030	Embassy Suites Hotel	Lodging/Meal-AIA Conference	416.36	
1005030	Fish Market Restaurant	Meal-AIA Conference	17.82	
1005040	Grace Eats	Meal-40-Hr Supervisor Class	10.56	
1005030	Hahn, Jeff	Police Commission Meetings	25.00	
1005040	Hampton Inn	Lodging-Elderly Service Training	325.44	
1005030	Hilton Chicago	Lodging-IACP Conference	755.62	
1005030	Hilton Chicago	Lodging-IACP Conference	631.62	
1005040	Home Depot	Black Spray Paint, Pumpkin Racer	3.98	
1005040	Home Depot	Pumpkin Race Supplies	6.26	
1005030	IL Truck Enforcement Assoc, LTD	ITEA Registration-Impaired Driving	100.00	
1005030	ILACP	Annual Membership Renewal	220.00	
1005030	Illinois Fire & Police Commiss Assoc	Annual Association Dues	375.00	
1005030	IPBC	IPBC Insurance-November 2019	44,004.65	
1005030	IPBC	IPBC Insurance-November 2019	164.41	
1005030	IPBC	IPBC Insurance-November 2019	2,336.06	
1005040	IPBC	IPBC Insurance-November 2019	48,045.39	
1005040	IPBC	IPBC Insurance-November 2019	195.03	
1005040	IPBC	IPBC Insurance-November 2019	2,705.65	
1005030	IPRF	Workers Compensation Insurance	7,370.80	
1005030	IPRF	Workers Compensation Insurance	7,368.80	
1005040	Jimmy John's	Meal-Elderly Service Training	10.60	
1005040	Kellers Farmstand	Pumpkin for Pumpkin Race	6.57	
1005030	Kendall County Assoc of Chiefs of Police	KCACP 2020 Membership Dues	240.00	
1005040	Kendall County Assoc of Chiefs of Police	KCACP 2020 Membership Dues	200.00	
1005040	Kimball-Midwest	Squad Head Lamp Pigtales	23.24	
1005030	Krentz, Salfisberg & Swanson Haggard	Administrative Adjudication Hearings	750.00	
1005030	Local Eatery & Drink	Meal-AIA Conference	16.16	
1005040	Map Auto	Monthly Vehicle Maintenance	781.83	
1005040	Master Uniform Mfg.	Honor Guard Uniforms, Patches	620.00	
1005030	McCormick Place	Meal-IACP Conference	18.00	
1005030	McCormick Place	Meal-IACP Conference	17.50	
1005030	McCormick Place	Meal-IACP Conference	9.50	
1005030	McCormick Place	Meal-IACP Conference	15.75	
1005030	McCormick Place	Meal-IACP Conference	40.00	

**Village of Oswego
Bill List
January 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1005030	McCormick Place	Meal-IACP Conference	17.00	
1005040	McCormick Place	Meal-IACP Conference	21.00	
1005040	McCormick Place	Meal-IACP Conference	20.25	
1005040	McCormick Place	Meal-IACP Conference	16.50	
1005040	McCormick Place	Meal-IACP Conference	22.50	
1005040	McCormick Place	Parking/Meal-IACP Conference	42.00	
1005030	McCormick Place	Parking/Meals-IACP Conference	40.50	
1005040	McCormick Place	Parking/Meals-IACP Conference	18.00	
1005030	McDonald's, LLC.	Meal-Homicide Investigator Training	5.04	
1005030	McDonald's, LLC.	Meal-Homicide Investigator Training	6.48	
1005030	McDonald's, LLC.	Meal-MGIA Conference	3.33	
1005040	Meijer, INC.	Cleaning Supplies	19.18	
1005030	Meijer, INC.	Groceries for Range Training	95.97	
1005030	Meijer, INC.	Groceries for Range Training	120.88	
1005030	Meijer, INC.	Restock Medical Supplies	33.77	
1005040	Meijer, INC.	Water Bottles for Open House	21.73	
1005030	Moe's	Meal-PERC 21 Class	13.94	
1005040	Napa Auto Parts	Explorers Pumpkin Race Supplies	26.25	
1005040	Napa Auto Parts	Monthly Vehicle Maintenance-PD	89.98	
1005040	Napa Auto Parts	New Wiper Blades, Sq 6	33.98	
1005030	Niesman, Carrie	Police Commission Meetings	25.00	
1005030	NIOA	Annual Membership Dues	80.00	
1005030	NIU Center for Governmental Studies	Recruitment Strategy Development Program	1,550.00	
1005030	Olive Garden	Working Lunch-SD 308 Meeting	28.15	
1005040	O'Reilly Auto Parts	Latch for Tailgate Window	110.77	
1005040	Oswego Cleaners	"POLICE" Patch added to back	10.00	
1005040	Oswego Fire Protection District	Gasoline - OFD Fuel Pump Usage	5,337.74	
1005030	Oswego Printing Services	Tow Forms and CPNs	298.75	
1005040	Panera Bread	Meal-40-Hr Supervisor Class	9.79	
1005040	Panera Bread	Meal-40-Hr Supervisor Class	7.56	
1005040	Panera Bread	Meal-40-Hr Supervisor Class	13.92	
1005040	Panera Bread	Meal-40-Hr Supervisor Class	16.88	
1005040	Panera Bread	Meal-40-Hr Supervisor Class	10.48	
1005030	Panera Bread	Meal-Homicide Investigator Training	15.30	
1005040	Petty Cash-Police	Meal-NMRT Class, CC	13.51	
1005030	Physicians Immediate Care	Monthly Random Drug Screens	38.00	
1005040	Pomp's Tire Service, INC	Sq 22 Tires, Large Chipper Tire	294.22	
1005030	Portillo's	Meal-Homicide Investigator Training	18.32	
1005040	Potbelly Sandwiches	Meal-40-Hr Supervisor Class	17.22	
1005040	Pub 56	Meal-FBI LEEDA Class	14.27	
1005030	Qdoba Mexican Grill	Meal-Homicide Investigator Training	13.83	
1005030	Ray O'Herron Co., Inc	5 Glock Handguns with Night Sights	2,045.00	
1005040	Rise N Dine	Meal-40-Hr Supervisor Class	17.29	
1005040	Rise Pies	Meal-FBI LEEDA Class	18.34	
1005040	Riverview Ford	Torque Converter, Sq 09	1,433.45	
1005030	Rosati's Of Oswego	Arbitration Hearing Lunch, 3 Staff	39.64	
1005040	Rosati's Of Oswego	Pizza for Staff, Open House	86.62	
1005030	SSP America Pacifica	Meal-AIA Conference	21.22	
1005040	Starbuck's	Meal-40-Hr Supervisor Class	6.10	
1005040	Starbuck's	Meal-40-Hr Supervisor Class	3.48	
1005040	Starbuck's	Meal-40-Hr Supervisor Class	6.10	
1005040	Starbuck's	Meal-40-Hr Supervisor Class	6.63	
1005040	Starbuck's	Meal-40-Hr Supervisor Class	6.63	
1005040	Starbuck's	Meal-MFI Recertification	17.30	
1005040	Street Cop Training	Interdiction Mastermind Training	149.00	
1005030	Streicher's	Ballistic Shields for PD	4,300.00	
1005030	Streicher's	Baton Holder Elite, Duty Pants	81.98	
1005030	Streicher's	Baton Holder, Boots	145.98	
1005030	Streicher's	CPAAAA Uniforms, 12 Members	1,325.73	
1005040	Streicher's	Duty Boots	175.00	
1005040	Streicher's	Duty Boots, 2 Staff	350.00	
1005040	Streicher's	Duty Boots, 3 Staff	499.98	
1005040	Streicher's	Duty Coat, 3 Shirts	418.91	
1005040	Streicher's	Misc Uniform Items	231.45	
1005030	Streicher's	Uniform Pants, 7 Staff	749.85	
1005030	Streicher's	Uniform Shirts	226.46	
1005040	Streicher's	Uniforms, Duty Boots	700.17	
1005030	Subway-Douglas	Meal-Homicide Investigator Training	13.08	
1005040	Taqueria Los Comales	Meal-FBI LEEDA Class	14.37	
1005040	Texas Roadhouse	Meal-Elderly Service Training	29.00	
1005030	TLO Transunion	Monthly Subscription Services	98.00	

**Village of Oswego
Bill List
January 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1005030	Toshiba Financial Services	Copier Lease	428.00	
1005030	Trotsky Investigative Services	Polygraph Testing for Officers	280.00	
1005040	Two Brothers Roundhouse	Meal-FBI LEEDA Class	23.73	
1005040	UBreaklFix	Cell Phone Screen Repair	99.99	
1005030	USPS	Certified Postage	13.70	
1005030	USPS	Certified Postage	6.85	
1005030	USPS	Certified Postage	41.10	
1005030	USPS	Certified Postage	23.00	
1005040	USPS	Certified Postage	15.55	
1005030	Verizon Wireless	Cell Phones/Direct Connect	453.61	
1005030	Verizon Wireless	Data Devices	1,279.02	
1005030	Verizon Wireless	Monthly Cell Phones	723.54	
1005030	Verizon Wireless	Monthly Cell Phones/Jetpack	289.44	
1005030	Vision Service Plan	Vision Insurance-Retirees	200.08	
1005030	Warehouse Direct	DVD-R, CD-R Spindles	40.88	
1005030	Warehouse Direct	DVD-R, CD-R Spindles	191.61	
1005030	Warehouse Direct	Misc Office Supplies	235.48	
1005030	Weikum, Michelle	Reimb for Purchase of Shoes	63.75	
1005030	Wendy's	Meal-PERC 21 Class	9.51	
1005030	Westin Hotel Chicago	Meal-Homicide Investigator, 2 Staff	19.64	
1005040	Westin Hotel Chicago	Meal-Homicide Investigator, 2 Staff	21.26	
1005030	Westin Hotel Chicago	Meal-Homicide Investigator, 3 Staff	41.72	
1005040	Wex Bank	Fuel for Fleet	733.07	
1005040	Wex Bank	Fuel for Fleet	955.37	

Police Total: **148,595.21**

Public Works:

1006060	Advanced Roofing	PW - Gutters for Salt Dome	991.00	
1006050	Airgas North Central	Torch Tank Regulator Rebuild	103.33	
1006050	Al Warren Oil Co, INC	Diesel Fuel for Fleet	786.18	
1006060	Alarm Detection Systems	New PD - Quarterly Charges	174.00	
1006060	Alarm Detection Systems	Old PD - Quarterly Charges	170.85	
1006060	Alarm Detection Systems	PW - Key Card	15.00	
1006060	Alarm Detection Systems	VH - Fire Alarm Repair	763.50	
1006060	Alarm Detection Systems	VH - NAC 2 Panel, Replace 2 Batteries	390.24	
1006060	Alarm Detection Systems	VH - Quarterly Charges	3,276.69	
1006060	Amazon.com	3 Pack Water Bottle Filler Filters	167.24	
1006060	Amazon.com	Time-Lapse Cameras	608.60	
1006040	American Legion Flag	Replacement Flags	267.30	
1006020	American Public Works Assoc	Municipal Law Seminar	50.00	
1006010	American Society of Civil Engineers	Job Posting	30.00	
1006060	Aramark Corporation	New PD - Mat Rental	43.87	
1006060	Aramark Corporation	New PD - Mat Rental	43.87	
1006060	Aramark Corporation	New PD - Mat Rental	43.87	
1006050	Blain's Farm & Fleet	Mud Flap for Leaf Box	19.99	
1006050	Blain's Farm & Fleet	Mud Flap for Leaf Box	19.99	
1006010	Brentwood Tavern	Meal-IPSI/MPSI Retreat	9.54	
1006040	Busted Knuckles Landscaping	Brush Collection	5,850.00	
1006010	Chili's Grill & Bar	Meal-IPSI Training, 4 Staff	36.70	
1006060	Citadel Lock & Safe	VH - Lock Repairs on 3 Doors	194.00	
1006050	Coffman Truck Sales	Oil Pan, #19	714.60	
1006050	Coffman Truck Sales	Plow Relay/Module for #120	358.66	
1006030	Comed	1000 Station Dr, Park & Ride	276.73	
1006030	Comed	104 E. Jackson St Lights	172.02	
1006030	Comed	1945 Wiesbrook Controller	65.11	
1006030	Comed	Master Account Street Lights	1,916.34	
1006030	Comed	Master Account Traffic Signals	436.35	
1006030	Compass Minerals America	Bulk Road Salt	16,082.90	
1006030	Compass Minerals America	Bulk Road Salt	12,165.90	
1006060	Compliance Signs	VH - Sign for Office Door	28.50	
1006010	Conservation Foundation	Annual Fee	3,000.00	
1006030	Constellation Newenergy	692 Canton Ct. Lights	8,438.45	
1006030	Constellation Newenergy	692 Canton Ct. Lights	7,009.81	
1006030	Crescent Electric Supply	100W Lamps, 175W Lamps	631.18	
1006030	Crescent Electric Supply	12-100W Lamps	294.55	
1006030	Crescent Electric Supply	Streetlight Bulbs	364.50	
1006010	Double Tree by Hilton	Meal-IPWMAN Conference	13.96	
1006050	Ebay	Running Boards, #122	169.99	
1006020	EWRI/ASCE	Chicagoland Permitting Workshop	175.00	
1006040	Figgins Trees & Turf	Aug/Sept Watering Downtown	1,822.00	
1006050	FleetPride	Tank Drain for #20	49.88	

**Village of Oswego
Bill List
January 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1006060	Fox Valley Fire Safe	New PD - Fire Extinguishers	465.00	
1006050	Freeway Ford-Sterling	Center Bearing, #18	105.24	
1006050	Freeway Ford-Sterling	U-Joint Strap Kit, #18	96.17	
1006060	Frost Electric Company	PW - Relocate and Repair Conduit	810.00	
1006030	Frost Electric Company	Street Light Repair	260.00	
1006030	Frost Electric Company	Street Light Repair	4,735.00	
1006030	Frost Electric Company	Street Light Repair	650.00	
1006030	Frost Electric Company	Street Light Repairs	5,009.00	
1006030	Frost Electric Company	Street Light Repairs	260.00	
1006030	Frost Electric Company	Street Light Repairs	1,210.00	
1006010	Gophers Grill	Meal-IPSI Training, 4 Staff	70.19	
1006010	Grainger	Class E Hard Hats	130.40	
1006030	Graybar Electric Co	Fuses, Bulbs, Photocells	785.75	
1006060	High Rise Security Systems, LLC	New PD - Fire Alarm NAC Panel	375.00	
1006060	High Rise Security Systems, LLC	New PD - Fire NAC Panel Ground	812.50	
1006010	Holiday Inn	Lodging-IPSI Training	545.00	
1006010	Holiday Inn	Lodging-IPSI Training	610.40	
1006010	Holiday Inn	Lodging-IPSI Training	545.00	
1006050	Home Depot	2 Packs Batteries	8.20	
1006050	Home Depot	Bolts	4.14	
1006060	Home Depot	Kilz, 3M Strips for Severe Weather Signs	14.26	
1006030	Home Depot	Miter Saw, Barricades	219.00	
1006060	Home Depot	PVC Pipe for PD	1.85	
1006050	Home Depot	Ratchet Straps, Bolts	83.59	
1006030	Home Depot	Trowel, Patch for Memorial Path	23.22	
1006030	Home Depot	Water Stop for Storm Drains	40.41	
1006010	IL Public Works Aid	IPWMAN Membership	250.00	
1006050	IL Tollway	IPASS Replenishment	40.00	
1006060	ILLCO, INC.	12 Filters	65.52	
1006040	Illinois Arborist Association	IAA Conference Registration, 1 Day	195.00	
1006060	Imperial Service Systems	PD-Monthly Cleaning Services	3,276.00	
1006060	Imperial Service Systems	PW-Monthly Cleaning Services	758.00	
1006060	Imperial Service Systems	VH-Monthly Cleaning Services	1,886.00	
1006050	Interstate Battery	Battery for Old #122	137.95	
1006010	Intl Society of Arboriculture	Annual Membership Dues	175.00	
1006040	Intl Society of Arboriculture	Annual Membership Dues	175.00	
1006010	IPBC	IPBC Insurance-November 2019	3,043.02	
1006010	IPBC	IPBC Insurance-November 2019	10.59	
1006010	IPBC	IPBC Insurance-November 2019	188.99	
1006020	IPBC	IPBC Insurance-November 2019	1,671.95	
1006020	IPBC	IPBC Insurance-November 2019	6.97	
1006020	IPBC	IPBC Insurance-November 2019	71.45	
1006030	IPBC	IPBC Insurance-November 2019	3,568.22	
1006030	IPBC	IPBC Insurance-November 2019	15.58	
1006030	IPBC	IPBC Insurance-November 2019	202.22	
1006040	IPBC	IPBC Insurance-November 2019	3,724.23	
1006040	IPBC	IPBC Insurance-November 2019	18.78	
1006040	IPBC	IPBC Insurance-November 2019	258.67	
1006050	IPBC	IPBC Insurance-November 2019	1,727.19	
1006050	IPBC	IPBC Insurance-November 2019	7.78	
1006050	IPBC	IPBC Insurance-November 2019	122.12	
1006060	IPBC	IPBC Insurance-November 2019	961.71	
1006060	IPBC	IPBC Insurance-November 2019	10.32	
1006060	IPBC	IPBC Insurance-November 2019	51.56	
1006030	IPRF	Workers Compensation Insurance	1,462.73	
1006030	IPRF	Workers Compensation Insurance	1,462.73	
1006030	J&F Concrete Lifting	Sidewalk Mudjacking	1,200.00	
1006050	Jims Truck Inspections	Inspection, #05	58.80	
1006050	Jims Truck Inspections	Inspection, #10	38.85	
1006050	Jims Truck Inspections	Inspection, #104	36.75	
1006050	Jims Truck Inspections	Inspection, #11	38.85	
1006050	Jims Truck Inspections	Inspection, #116	38.85	
1006050	Jims Truck Inspections	Inspection, #120	36.75	
1006050	Jims Truck Inspections	Inspection, #122	38.85	
1006050	Jims Truck Inspections	Inspection, Trailer	36.75	
1006050	Jims Truck Inspections	Inspections, #15, 22	77.70	
1006030	Kimball-Midwest	Brine Tank Hose	57.50	
1006030	Kimball-Midwest	Pumps for Brine Tanks	1,241.82	
1006050	Kimball-Midwest	Shop Bin Stock	140.45	
1006050	Kimball-Midwest	Shop Bin Stock, Tire Weights	76.30	
1006030	Kimball-Midwest	Stainless Bolts for Brine Tanks	72.60	

**Village of Oswego
Bill List
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<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1006060	Trico Mechanical, Inc	PW - HVAC Heating System Check	3,614.46	
1006030	Verizon Wireless	Cell Phones/Direct Connect	466.78	
1006030	Verizon Wireless	IPads & Data Devices	149.71	
1006010	Vision Service Plan	Vision Insurance-Retirees	38.68	
1006060	Warehouse Direct	New PD 3 Safety Cleaning Signs	74.97	
1006060	Warehouse Direct	VH - Dry Erase 2020 Wall Calendar	12.12	

Public Works Total: 191,823.04
General Fund Total: 590,231.32

Water & Sewer Fund:

5006070	Al Warren Oil Co, INC	Diesel Fuel for Fleet	960.88
5006070	Alarm Detection Systems	PW Well Alarm Service	3,092.01
5006070	Amazon.com	Replacement UPS, Lift Station	97.96
5006070	Amazon.com	Water/Sewer Gloves, Qty 10	257.32
5006070	Bank Of New York Mellon	Series 2011-Administrative Fee	224.00
5006070	CMRS-PBP	Add Postage to Meter	239.44
5006070	Comed	107A Rt 25 PRV Well 1	79.59
5006070	Comed	1613 Rt 34 Booster 2	263.35
5006070	Comed	3523 Rt 34 Booster 1	29.02
5006070	Comed	378 Ogden Falls Blvd Well 7	906.59
5006070	Comed	405A Chicago Rd Pump Valve	21.58
5006070	Comed	Master Account Lift Stations	493.13
5006070	Concentric Integration	2018-2021 Support Services	11,250.00
5006070	Dynegy Energy Services	Well Pumping Electric	38,864.65
5006070	FNBO	UB Processing Fees-Auto CC	92.97
5006070	Fox Metro Water Reclamation District	Water Reclamation	461.02
5006070	Fox Metro Water Reclamation District	Water Reclamation	67.91
5006070	Fox Ridge Stone	Washed Stone, Spoils	696.93
5006070	Gateway Svcs	CC Processing-Online Pmt	50.90
5006070	Hawkins Water Treatments	Chlorine Ejector Replacement Parts	600.00
5006070	Hawkins Water Treatments	Replacement Scale Well 7	2,910.00
5006070	Hawkins Water Treatments	Well 10-Chlorine Water Treatment	325.50
5006070	Hawkins Water Treatments	Well 10-Polyphosphate Water Treatments	747.06
5006070	Hawkins Water Treatments	Well 4-Chlorine Water Treatment	249.00
5006070	Hawkins Water Treatments	Well 4-Polyphosphate Water Treatment	265.40
5006070	Hawkins Water Treatments	Well 8 Replacement Booster Pump	4,025.25
5006070	Hawkins Water Treatments	Well 8-Chlorine Water Treatment	249.00
5006070	Hawkins Water Treatments	Well 8-Polyphosphate Water Treatment	884.68
5006070	Holiday Inn	Lodging-IPSI Training	545.00
5006070	Home Depot	8#, 4# Sledges for #03	49.95
5006070	Home Depot	Bolt Cutter, Tape Measure	60.81
5006070	Home Depot	Tool Box for Hydrant Meter	69.00
5006070	Illini Power Products	Well #08 Generator Repair	4,377.09
5006070	Illini Power Products	Well #11 Generator Repair	8,850.09
5006070	Illini Power Products	Well 11 Lightning Strike Generator	1,003.16
5006070	Illinois Collection Services	Collection Services	76.04
5006070	Illinois Collection Services	Collection Services	48.99
5006070	IPBC	IPBC Insurance-November 2019	15,468.00
5006070	IPBC	IPBC Insurance-November 2019	84.51
5006070	IPBC	IPBC Insurance-November 2019	1,039.92
5006070	IPRF	Workers Compensation Insurance	1,279.89
5006070	IPRF	Workers Compensation Insurance	1,279.89
5006070	Itron, INC.	Hosting Services	4,584.92
5006070	Jude Vickery	Replace Obstruction Light	1,000.00
5006070	Kendall County Recorder	Lien Release-309 Second St	53.00
5006070	Layne Christensen Co	Well 9 Maintenance and Repairs	14,617.92
5006070	M.E. Simpson Company	Leak Detection	690.00
5006070	Matrix NPC Merchant	Pmt Processing-Water Online Pmts	1,263.46
5006070	Oswego Ace Hardware	Batteries for Locating Equipment	27.98
5006070	Oswego Ace Hardware	Ph Soil Tester, Batteries	33.98
5006070	Sara Glove	Staff Hard Hats	240.90
5006070	Sensus Metering Systems	Annual Sensus Software Support	1,715.95
5006070	Standard Equipment Corp	Jetter Nozzles	1,204.39
5006070	Suburban Laboratories	Bacteriological Samples	690.00
5006070	Suburban Laboratories	Bacteriological Samples	621.00
5006070	Suburban Laboratories	Radium Samples	1,200.00
5006070	Suburban Laboratories	UCMR4 AM-2-TOC Water Samples	670.00
5006070	Subway-Douglas	Meal-IPSI Training	16.11
5006070	Third Millennium	Green Pay Fees, Oct-Nov 2019	7,055.10
5006070	Toshiba Financial Services	Copier Lease	65.50
5006070	Trico Mechanical, Inc	Wells - HVAC Preventative Maintenance	250.00

**Village of Oswego
Bill List
January 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
5006070	Trico Mechanical, Inc	Wells - HVAC Preventative Maintenance	750.00	
5006070	USPS	Postage-Regular Utility Bills	4,425.43	
5006070	Vanco Services	UB Processing-E-Checks	137.94	
5006070	Verizon Wireless	Cell Phones/Direct Connect	466.78	
5006070	Verizon Wireless	IPads & Data Devices	45.42	
5006070	Verizon Wireless	SCADA Data	788.28	
5006070	Water Products Co	Repair Parts, Main Break Clamps	1,490.73	
5006070	Water Products Co	Waterous Breakflange Repair Kits	530.00	
5006070	Water Remediation Technologies	Base Treatment Charge	3,725.55	
5006070	Water Remediation Technologies	Base Treatment Charge	6,101.14	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
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5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Base Treatment Charge	4,768.70	
5006070	Water Remediation Technologies	Excess Gallon Credit	-9,625.68	
				Water & Sewer Fund: <u>215,395.53</u>
Water & Sewer Capital Fund:				
5106070	Baxter & Woodman Co	Well 6 & 8 Electrical Upgrades	5,892.66	
5106070	Baxter & Woodman Co	Well 6 & 8 Electrical Upgrades	1,887.50	
5106070	Ferguson Waterworks	Delta Sonic Water Meters	4,389.70	
5106070	Ferguson Waterworks	Water Meter Purchase	1,522.00	
5106070	HR Green, INC.	1 Stone Hill (Woolley Rd) Lift Station	6,600.00	
5106070	HR Green, INC.	Engineering for Water Main Replacement	2,352.00	
5106070	Water Services Co of Illinois	Water Meter Installation	23,788.80	
				Water & Sewer Capital Fund: <u>46,432.66</u>
Capital Fund:				
3003000	Alfred Benesch & Company	Wolf's Crossing Phase 1	1,928.80	
3003000	Christopher B Burke	Traffic Study of Washington St	7,664.56	
3003000	ClientFirst Consulting	Project Oversight: Implementation	5,595.00	
3003000	Tyler Technologies, INC	ERP Implementation Phase 1 MUNIS	2,425.00	
3003000	Tyler Technologies, INC	ERP Implementation Phase 4	3,600.00	
				Capital Fund: <u>21,213.36</u>
Debt Service Fund:				
4004000	Bank Of New York Mellon	Series 2011-Administrative Fee	204.00	
				Debt Service Fund: <u>204.00</u>
Garbage Fund:				
5606010	Groot Industries, INC	Garbage Services	215,564.78	
5606010	Groot Industries, INC	Garbage Stickers	1,000.00	
				Garbage Fund: <u>216,564.78</u>
Special Events Fund:				
2302000	All Dressed Up	Costumes for Christmas Walk	590.00	
2302000	Chicago Ice Works	Ice Sculptor for Christmas Walk	1,200.00	
2302000	Clean Sweep	Xmas Walk-Port-O-Potties/Sinks	690.00	
2302000	Facebook	Ads for Christmas Walk	16.90	
2302000	Facebook	Xmas Walk Ads, Post	40.00	
2302000	Oswegoland Park District	Ads for Winter Activity Guide-Xmas Walk	550.00	
2302000	Premier Mailing & Printing	Christmas Walk Programs	1,927.73	
2302000	Pretkelis, James	DJ Services for Xmas Walk	450.00	
2302000	Quick Signs	Signs for Christmas Walk	993.34	
2302000	Quick Signs	Trolley Signs (4) Christmas Walk	128.00	
2302000	Zoos Are Us, INC	Xmas Walk Reindeer Deposit	862.50	
				Special Events Fund: <u>7,448.47</u>
Restricted Police Fund:				
2405010	Fulton Technologies	Tornado Warning Siren Maintenance	389.56	

**Village of Oswego
Bill List
January 14, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
			Restricted Police Fund:	389.56
Subdivision Escrow Fund:				
9000000	Baxter & Woodman Co	982.17, The Springs	150.00	
9000000	Kendall County Recorder	Recording Documents	159.00	
9000000	Robinson Engineering	17-R0496, Hummel Trails	7,730.50	
9000000	Robinson Engineering	17-R0496-Hummel Trails	2,106.00	
9000000	Robinson Engineering	18-R0317-Hummel Trails	7,587.23	
9000000	Robinson Engineering	18-R0317-Hummel Trails	2,058.50	
9000000	Robinson Engineering	18-R0399-The Learning Experience	3,310.75	
9000000	Robinson Engineering	18-R0462-Lot 12, Orchard Way	926.75	
9000000	Robinson Engineering	19-R0396-Burger King	4,648.00	
9000000	Robinson Engineering	19-R0963-Hummel Trails	3,642.00	
9000000	Robinson Engineering	19-R1012-Dairy Barn Redevelopment	2,141.50	
			Sub Escrow Fund:	34,460.23
TIF Fund:				
2503500	Amazon.com	Antenna Cables, Power Strip-TIF Camera	31.99	
2503500	Amazon.com	Ethernet Cables-TIF, Monitor	32.64	
2503500	Amazon.com	Industrial Panel Mount for TIF Camera	17.74	
2503500	Amazon.com	Parts for TIF Camera	22.17	
2503500	Ancel, Glink, Diamond, Bush, DiCianni	Legal Services November 2019	5,539.18	
2503500	Copenhaver Construction	Block 11 Construction	516,554.10	
2503500	Fedex	Overnight Postage	56.01	
2503500	Frost Electric Company	Reserve at Hudson Crossing	2,800.00	
2503500	Home Depot	Screws, Drill Bits-TIF Camera	29.23	
2503500	KC Audio Visual	Camera for Downtown - Block 11	1,123.50	
2503500	KC Audio Visual	POE Injector for Block 11 Camera	129.00	
2503500	Polycase	NEMA Case for TIF Camera	170.49	
2503500	Robinson Engineering	17-R0347.01-Reserve At Hudson Crossing	2,279.00	
2503500	Robinson Engineering	17-R0347.01-Reserve at Hudson Crossing	2,501.50	
2503500	Robinson Engineering	17-R0416.01-Potters Place	810.00	
2503500	Robinson Engineering	17-R0416.02-Potters Place	525.00	
2503500	Robinson Engineering	17-R0416.02-Potters Place	200.00	
2503500	Robinson Engineering	17-R0416.03-Potters Place	15,203.50	
2503500	Robinson Engineering	17-R0416.03-Potters Place	13,068.00	
2503500	Robinson Engineering	17-R0416.04-Potters Place	6,597.00	
2503500	Robinson Engineering	17-R0416.05-Potters Place	2,457.00	
2503500	Shodeen Group, LLC	Reserve at Hudson Crossing	67,910.68	
2503500	Shodeen Group, LLC	Reserve at Hudson Crossing	1,466,179.33	
			TIF Fund:	2,104,237.06
Other General Fund:				
1000000	I.U.O.E. Local 150	Union Dues	911.57	
1000000	I.U.O.E. Local 150	Union Dues	32.00	
1000000	I.U.O.E. Local 150	Union Dues	200.09	
1000000	I.U.O.E. Local 150	Union Dues	200.09	
1000000	I.U.O.E. Local 150	Union Dues	911.57	
1000000	I.U.O.E. Local 150	Union Dues	32.00	
1000000	IPBC	IPBC Insurance-November 2019	25,989.59	
1000000	IPBC	IPBC Insurance-November 2019	2,054.85	
1000000	Trustmark	Additional Voluntary Insurance	135.42	
1000000	Trustmark	Additional Voluntary Insurance	456.66	
1000000	Trustmark	Additional Voluntary Insurance	1,633.04	
1000000	Vision Service Plan	Vision Insurance	304.78	
1000000	Vision Service Plan	Vision Insurance	1,996.10	
1000000	Vision Service Plan	Vision Insurance-Retirees	32.68	
			Other General Fund:	34,890.44
			Grand Total:	3,271,467.41

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: January 14, 2020
SUBJECT: Temporary Downtown Moratorium

ACTION REQUESTED:

Ordinance Approving a Temporary Downtown Moratorium on certain uses located on B-3 and M-1 zoned properties in the Downtown Core for a period of 32-months

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission held a public hearing on December 5, 2019. After lengthy discussion, a motion was made to recommend approval of the proposed Temporary Downtown Moratorium (approved 5-2).

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
NA		

DEPARTMENT: Community Development
SUBMITTED BY: Rod Zenner, Community Development Director
FISCAL IMPACT: Not Applicable

BACKGROUND:

In 2015, the Village of Oswego adopted the Comprehensive Plan. In this document, there is a recommendation to establish new zoning districts for the downtown area to encourage commercial, residential, and mixed use uses (see attached pages 28 and 29 from the 2015 Comprehensive Plan).

The Village is currently engaged to begin work establishing new zoning districts for the downtown to be in-keeping with the recommended zoning and uses outlined in the Comprehensive Plan. This work will be completed with the assistance from the Chicago Metropolitan Agency for Planning (CMAP) which has provided the Village with a grant to fund the drafting of an update to the Zoning Ordinance.

DISCUSSION:

The Downtown currently contains several zoning districts including commercial districts (B-1 Neighborhood Business District, B-2 Community Shopping District, and B-3 Community Service and Wholesale District) and manufacturing (M-1 Limited Manufacturing District), see attached map. To further the effort to encourage economic growth consistent with the Comprehensive Plan, the Village is proposing a moratorium on the uses identified in the B-3 Community Service and Wholesale District and M-1 Limited Manufacturing District. Staff is of the opinion that the uses outlined in the B-3 and M-1 Zoning Districts are not be in-keeping with the uses intended for the downtown area as intended in the 2015 Comprehensive Plan. A list of uses in the B-3 and M-1 Districts is provided.

Per the proposed moratorium, new uses that are allowed or permitted as a special use in the B-3 and M-1 districts would not be allowed to locate on properties zoned B-3 or M-1 within the downtown area during the proposed 32-month moratorium. Staff believes that the 32-month should be sufficient for the creation and adoption of new zoning designations for the downtown. If the new zoning districts are established before the end of the 32-month timeframe, then the temporary moratorium can be lifted in favor of the new zoning designations.

Existing uses currently operating within a B-3 or M-1 zoning designation would be allowed to continue. New B-1 and B-2 uses would also be allowed to locate on B-3 or M-1 zoned properties either by right or through a special use permit as outlined in the Village's Zoning Ordinance.

Notice has been provided to the properties zoned B-3 and M-1 in the subject area regarding the proposed temporary moratorium. The ordinance does provide a process if a property owner wishes to identify a hardship and appeal the moratorium on a specific use. The appeal request would be considered by the Planning and Zoning Commission with a final determination by the Village Board.

Planning and Zoning Commission Review

The Planning and Zoning Commission held a public hearing on December 5, 2019. Three speakers provided testimony during the public hearing (minutes are attached). They expressed concerns with the moratorium and how it would affect their property values in the future. After some discussion, a motion was made to recommend approval of the Temporary Downtown Moratorium (approved 5-2). The two dissenting votes were of the opinion that the moratorium would adversely affect the current properties and that the Village should proceed with establishing the downtown zoning district process without the moratorium.

RECOMMENDATION:

Staff recommends adoption of the Ordinance approving the Temporary Downtown Moratorium on certain uses located on B-3 and M-1 zoned properties in the Downtown Core for a period of 32-months.

ATTACHMENTS:

- Comprehensive Plan pages 28-29
- Downtown Zoning Map
- List of B-3 and M-1 uses from the Zoning Ordinance
- Ordinance #20-
- Exhibit B Downtown Map
- Planning and Zoning Commission Memo November 25, 2019
- Planning and Zoning Commission minutes from December 5, 2019

Create a Downtown Zoning District

Create a well defined and expanded Downtown District

Previous plans for Downtown focused primarily on the blocks at the heart of Downtown. The 2015 Plan expands the Downtown District Boundary to meet two simple goals:

- Make the Fox River the "Central Feature" of Downtown, not just an edge, by including the Village Hall area to the west.
- Extend to Route 34 to the east and IL 71 to include and protect historic pattern of small blocks and older homes

Amend current Zoning to be consistent with following recommendations:

- Create a "Downtown Zoning District" that is an overlay district or an actual zoning district with the same boundaries as shown in Map below.
- The current Zoning Ordinance has many designations within one block or street, including B1, B2, B3, M1, R1, R2 and R3. This is confusing and inhibits creating a consistent mix of uses where appropriate.

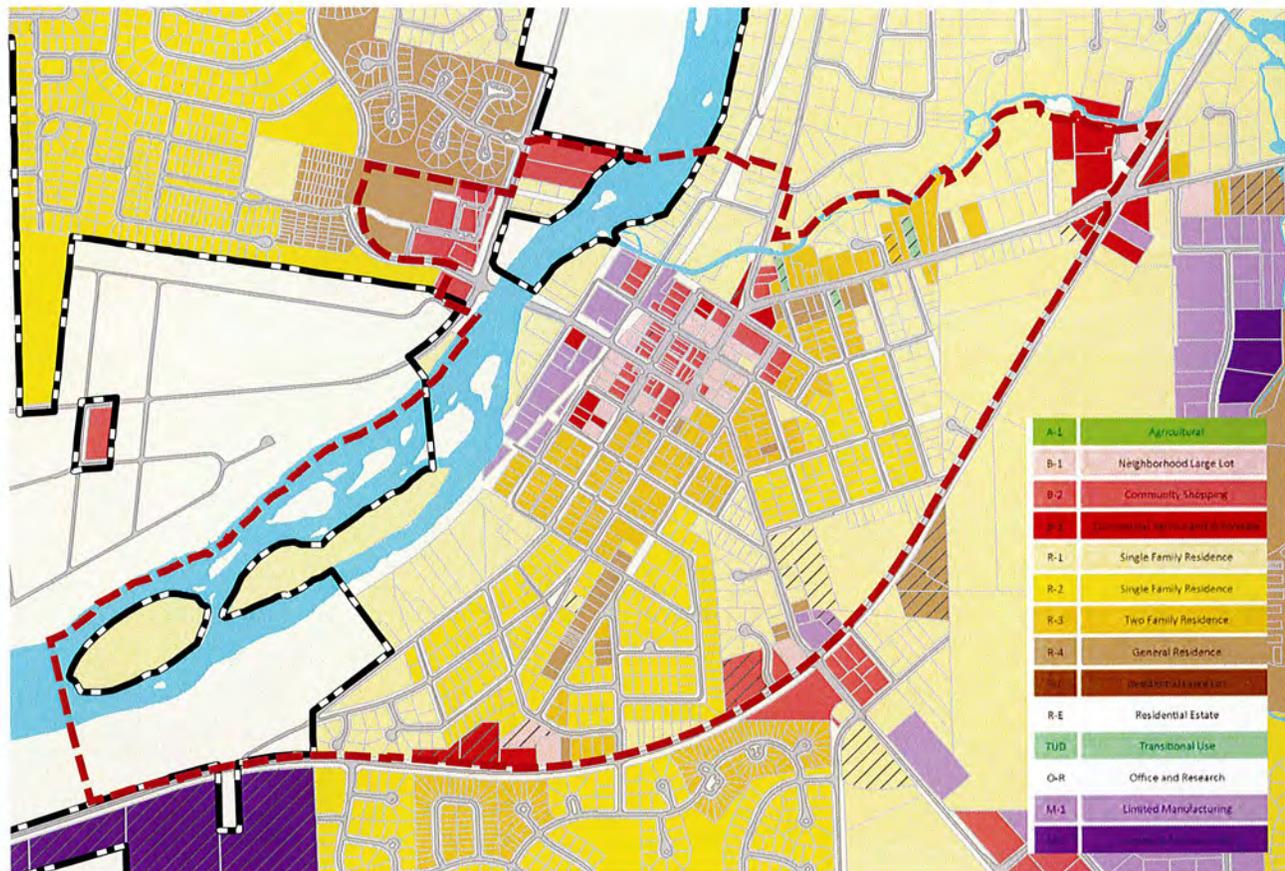
Simplify Permitted Land Uses to the following:

- **Downtown Core: D1**
- **Secondary Core / Transitional Area: D2**
- **Residential Blocks: DR**

Create a **DOWNTOWN TIF** to help fund recommended infrastructure improvements in the Downtown District

Extend the **FACADE IMPROVEMENT** program boundary to cover the extents of the new Downtown District.

PROPOSED DOWNTOWN DISTRICT BOUNDARY ON EXISTING ZONING

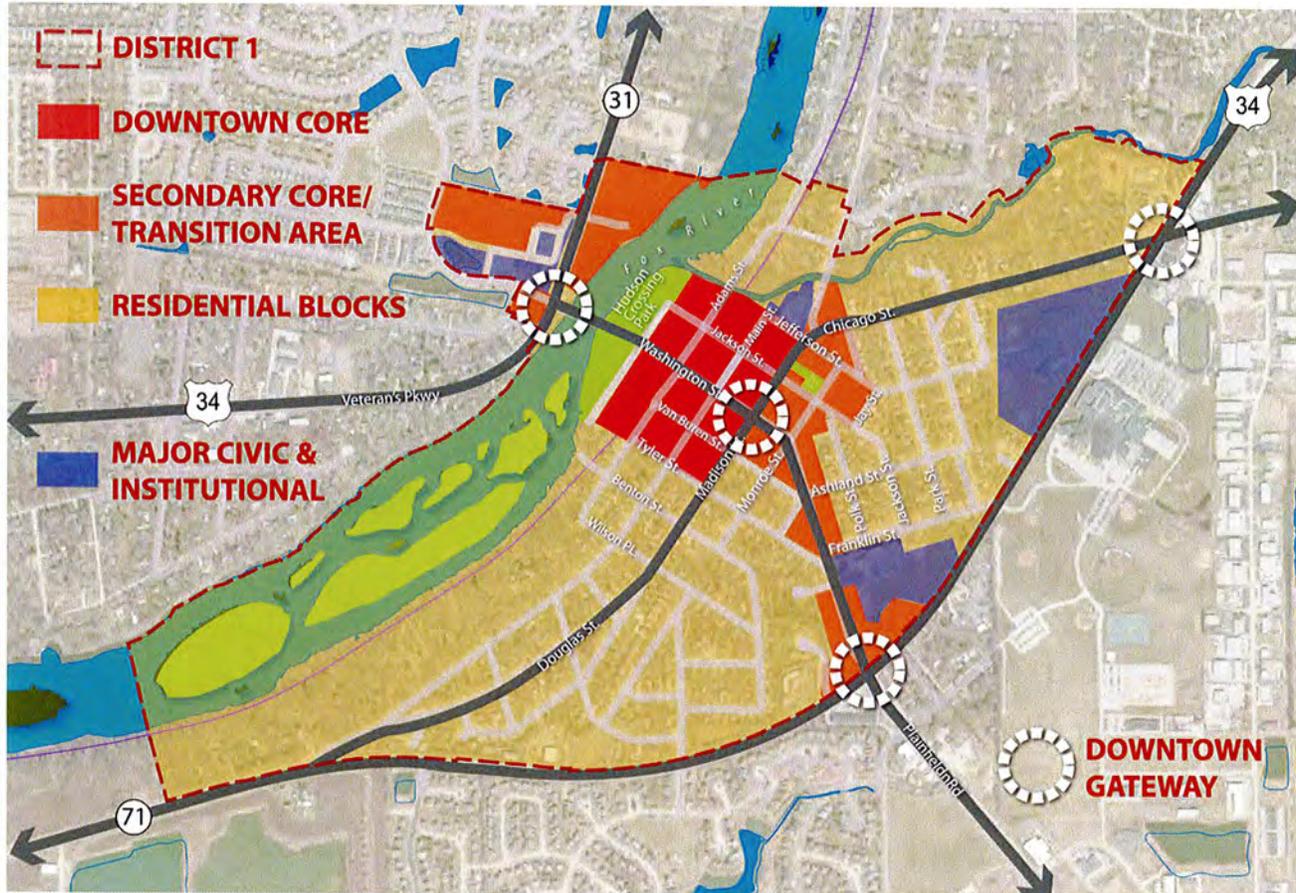


Create a Downtown Zoning District

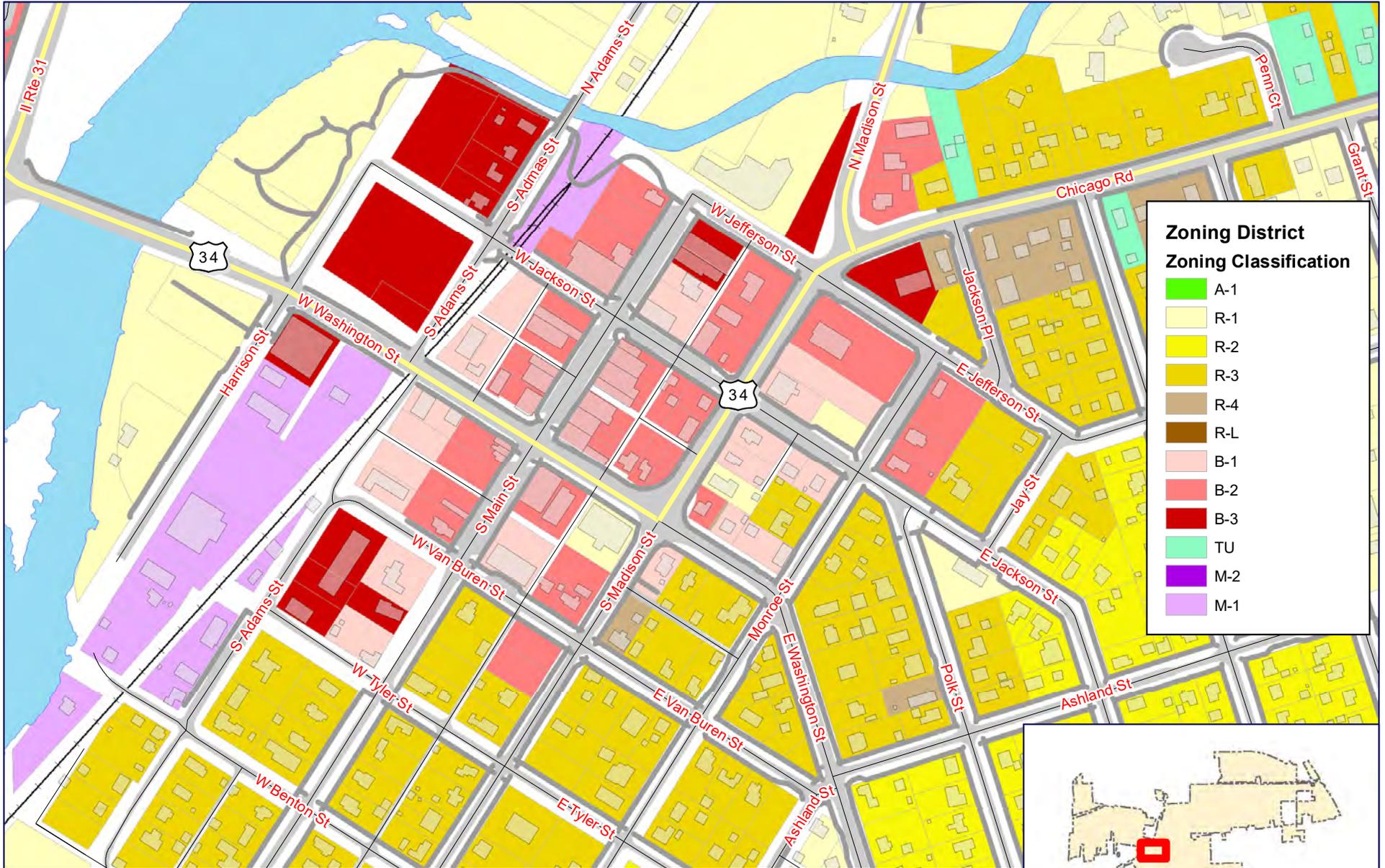
RECOMMENDED ZONING DESIGNATION		PERMITTED USES	HEIGHT LIMIT
DOWNTOWN CORE	D1	COMMERCIAL, RESIDENTIAL AND MIXED USE	4 stories. 5 stories allowed facing the river and Washington Street.
SECONDARY CORE / TRANSITION AREA	D2	RESIDENTIAL, SMALL OFFICE AND RETAIL	3
RESIDENTIAL BLOCKS	DR	RESIDENTIAL ONLY	3

- Any preexisting Nonconforming uses should be grandfathered.
- Remove FAR and Density requirements for the Downtown District. Traditional density and FAR calculations fail to reflect the uniqueness of Downtown sites that are typically small and constrained, and work against the goal of attracting more residents, shops and offices to Downtown.
- Control size of development with Height Limits and Desired Setbacks instead of FAR and Density.
- Remove on-site parking requirements for sites within the Downtown District. Instead, implement the Downtown Parking recommendations and provide more public parking options to serve all Downtown sites.

PROPOSED DOWNTOWN DISTRICT & RECOMMENDED LAND USES



Oswego Downtown Zoning



Zoning District	
Zoning Classification	
	A-1
	R-1
	R-2
	R-3
	R-4
	R-L
	B-1
	B-2
	B-3
	TU
	M-2
	M-1

Date Printed: 11/7/2019



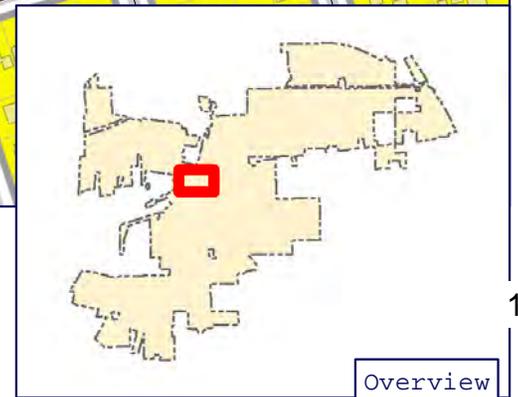
300



Feet



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



Overview

VILLAGE OF OSWEGO ZONING ORDINANCE

8.03 B-3 COMMUNITY SERVICE AND WHOLESALE DISTRICT

A. Permitted Uses.

1. Any use permitted in the B-1 Neighborhood Business District and in the B-2 Community Shopping District. (Ord. 85-18, 8/19/1985)
2. Agricultural implement sales and services when conducted wholly within an enclosed building.
3. Air conditioning and heating sales and service.
4. Animal hospitals and veterinarian offices.
5. Art galleries and studios.
6. Automobile sales and service, but not including automobile body repair and rebuilding, or painting of automobiles.
7. Automobiles and truck (under one and one-half (1½) ton capacity) minor motor repair and service shops, but not including body repair and rebuilding or painting.
8. Automobile service stations.
9. Banks and restaurants with drive up service. (Ord. 97-01, 1/6/1997)
10. Battery and tire service stations.
11. Beverage, non-alcoholic, bottling and distributing.
12. Bicycle and motorcycle sales and repair.
13. Billiard and pool rooms, bowling alleys, dance halls and gymnasiums.
14. Blueprinting and photostatting establishments.
15. Boat showrooms.
16. Book binding.
17. Building materials sales, when conducted wholly within a building.
18. Car rental. (Ord. 97-01, 1/6/1997)
19. Catering establishments.
20. Clubs and fraternal organizations.
21. Contractors' offices and shops where no fabricating is done on the premises and where all storage of material is within a building.
22. Costume rental shops.
23. Dwelling units provided they are located above the first floor and above a permitted business use. Dwelling units shall not be permitted on the ground floor of a business or in the rear of business buildings or in the rear of business establishments on the ground floor.
24. Employment agencies.
25. Exterminating shops.
26. Feed and seed stores, wholesale.

VILLAGE OF OSWEGO ZONING ORDINANCE

27. Garages, public, for storage of private passenger automobiles and commercial vehicles under one and one half (1 ½) ton capacity.
28. Glass cutting and glazing establishments.
29. Greenhouse, wholesale growers.
30. Household appliance repair shops.
31. Laboratories, commercial (medical, dental, research, experimental and testing), provided no production or manufacturing of products takes place).
32. Orthopedic and medical appliance stores, but not including the assembly or manufacturing of such articles.
33. Parcel delivery station.
34. Pawn shops.
35. Pet shops, kennels or animal hospitals when conducted wholly within an enclosed building.
36. Photograph developing and processing.
37. Plumbing showrooms, heating and roofing supply shops.
38. Poultry and rabbit killing for retail sale on premises only.
39. Printing, publishing and issuing of newspapers, periodicals, books, stationery and other reading matter.
40. Public auction rooms.
41. Radio and television broadcasting stations.
42. Restaurants; drive-in, car service.
43. Riding academics.
44. Schools: music, dance, business, commercial or trade.
45. Second-hand stores and rummage shops.
46. Silver plating and repair shops.
47. Smoking and processing of meat products.
48. Taverns.
49. Theatres, indoor.
50. Undertaking establishments.
51. Wholesale business, excluding a building, the principal use of which is for a storage warehouse.
52. Leasing or renting of real estate, household goods or office products. (Ord. 14-79, 9/16/2014)
53. Leasing commercial, industrial machinery, and equipment. (Ord. 14-79, 9/16/2014)

VILLAGE OF OSWEGO ZONING ORDINANCE

B. Special Uses.

1. Other uses similar to the above permitted uses.
2. Amusement establishments, bowling alleys, billiard parlors, gymnasiums, ice skating rinks, swimming pools, clubs and recreation centers containing one or more of the above uses.
3. Automobile laundries.
4. Cigar, cigarette and/or tobacco stores. (Ord. 03-55, 5/27/2003)
5. Day care center. (Ord. 98-22, 7/6/1998)
6. Garages, public including painting, body and fender work and motor rebuilding.
7. Liquor store, packaged goods only. (Ord. 03-55, 5/27/2003)
8. Open sales lots.
9. Outdoor Entertainment, including but not limited to, live performances by groups and/or individuals, karaoke, etc. A Special Use Permit shall be established when a business has more than four (4) separate occurrences in any twelve (12) month period, and each occurrence shall not exceed four (4) consecutive days. (Ord. 03-55, 5/27/2003)
10. Public utility and governmental service uses.
11. Processing or assembly limited to the following, provided that space occupied in a building does not exceed six thousand (6,000) square feet of total floor and basement space, not including stairwells, or elevator shafts; and provided such processing or assembly can be conducted without noise, vibration, odor, dust or any other condition which might be disturbing to occupants of adjacent buildings. When manufacturing operations of the same or similar products demand space exceeding six thousand (6,000) square feet, they shall then be located in the M-1 Limited Manufacturing District:
 - a. Advertising displays.
 - b. Awnings, venetian blinds and window shades.
 - c. Bakeries, wholesale.
 - d. Brushes and brooms.
 - e. Cosmetics, drugs and perfumes.
 - f. Electrical equipment appliances.
 - g. Food processing, packaging and distribution.
 - h. Jewelry.
 - i. Medical and dental supplies.
 - j. Optical goods and equipment.
 - k. Pattern-making.
 - l. Products from finished materials such as bond, plastic, cloth, cork, feathers, felt, fiber, paper, fur, glass, hair, horn leather, precious, or semi-precious stone, rubber, shell or yarn.

VILLAGE OF OSWEGO ZONING ORDINANCE

m. Scientific and precision instruments.

(Ord. 03-55, 5/27/2003)

- 12. Radio and television towers, receiving or transmitting.
- 13. Truck and trailer rental up to one and one-half (1 ½)_ton capacity. (Ord. 97-01, 1/6/1997)
- 14. Accessory uses to the above conditional uses including, but not limited to: off-street parking and off-street loading as regulated in Section 12.00.

C. Yards. The same as required in the B-1 Neighborhood Business District.

D. Floor Area Ratio. Not to exceed 1.5.

E. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided as required or permitted in Section 12.00.

VILLAGE OF OSWEGO ZONING ORDINANCE

SECTION 9.00 – MANUFACTURING DISTRICTS

9.01 M-1 LIMITED MANUFACTURING DISTRICT

A. Conditions of Use. All permitted uses are subject to the following conditions:

1. Any production, processing, cleaning, servicing, testing, repair or storage of goods, materials or products shall conform with the Performance Standards set forth in Section 9.03.
2. All business, production, servicing and processing shall take place within completely enclosed buildings unless otherwise specified. Within one hundred and fifty (150) feet of a Residence District, all storage shall be in completely enclosed buildings or structures, and storage located elsewhere in this district may be open to the sky but shall be enclosed by solid walls or fences, including solid doors or gates thereto, at least eight (8) feet in height and suitably landscaped. If items in storage exceed eight (8) feet in height, an applicant may submit to the Planning and Zoning Commission and the Village Board for a waiver to allow for fence in excess of eight (8) feet, but not to exceed fifteen (15) feet in height. (Ord. 08-60, 7/1/2008)

However, open off-street loading facilities and open off-street parking of motor vehicles under one and one-half (1½) ton capacity may be unenclosed throughout the district, except for such screening of parking and loading facilities as may be required under the provisions of Section 12.00.

3. Uses established on the effective date of this amended Ordinance and by its provisions are rendered non-conforming, shall be permitted to continue, subject to the regulations of Section 5.00.
4. Uses established after the effective date of this amended Ordinance shall conform fully to the Performance Standards hereinafter set forth for the district.

B. Permitted Uses. The following uses are permitted:

1. Miscellaneous uses as follows:
 - a. Accessory uses.
 - b. Radio and television towers.
 - c. Temporary buildings for construction purposes for a period not to exceed the duration of such construction.
2. Off-street parking and loading as permitted or required in Section 12.00.
3. Production, Processing, Cleaning, Testing or Repair, limited to the following uses and products:
 - a. Advertising displays.
 - b. Apparel and other products manufactured from textiles.
 - c. Art needle work and hand weaving.
 - d. Automobile painting, upholstering, repairing, reconditioning and body and fender repairing, when done within the confines of a structure.
 - e. Awnings, venetian blinds.

VILLAGE OF OSWEGO ZONING ORDINANCE

- f. Bakeries.
- g. Beverages. (Ord. 12-05, 1/10/2012)
- h. Books – hand binding and tooling.
- i. Bottling works.
- j. Brushes and brooms.
- k. Building equipment, building materials, lumber, coal, sand and gravel yards, and yards for contracting of equipment of public agencies, or public utilities, or materials or equipment of similar nature.
- l. Cameras and other photographic equipment and supplies.
- m. Canning and preserving.
- n. Canvas and canvas products.
- o. Carpet and rug cleaning.
- p. Carting, express hauling or storage yards.
- q. Ceramic products, such as pottery and small glazed tile.
- r. Cleaning and dyeing establishments when employing facilities for handling more than fifteen hundred (1,500) pounds of dry goods per day.
- s. Clothing.
- t. Cosmetics and toiletries.
- u. Creameries and dairies.
- v. Dentures.
- w. Drugs.
- x. Electrical appliances, such as lighting fixtures, irons, fans, toasters and electric toys.
- y. Electrical equipment assembly, such as home radio and television receivers and home movie equipment, but not including electrical machinery.
- z. Electrical supplies, manufacturing and assembly of such wire and cable assembly, switches, lamps, insulation, and dry cell batteries.
- aa. Food products, processing and combining of (except meat and fish) baking, boiling, canning, cooking, dehydrating, freezing, frying, grinding, mixing and pressing.
- bb. Fur goods, not including tanning and dyeing.
- cc. Glass products from previously manufactured glass.
- dd. Hat bodies of fur and wool felt.
- ee. Hosiery.
- ff. House trailers, manufacture.
- gg. Ice, natural.

VILLAGE OF OSWEGO ZONING ORDINANCE

- hh. Ink mixing and packaging and inked ribbons.
- ii. Jewelry.
- jj. Laboratories - medical, dental, research, experimental, and testing, provided there is no danger from fire or explosion nor offensive noise, vibration, smoke, dust, odors, heat, glare, or other objectionable influences.
- kk. Laundries.
- ll. Leather products, including shoes and machine belting, but not including tanning and dyeing.
- mm. Luggage.
- nn. Machine shops for tool, die, and pattern making.
- oo. Metal finishing, plating, grinding, sharpening, polishing, cleaning, rust proofing and heat treatment.
- pp. Metal stamping and extrusion of small products, such as costume jewelry, pins and needles, razor blades, bottle caps, buttons and kitchen utensils.
- qq. Musical instruments.
- rr. Orthopedic and medical appliances, such as artificial limbs, braces, supports and stretchers.
- ss. Paper products, small, such as envelopes and stationery, bags, boxes, tubes and wallpaper printing.
- tt. Perfumes and cosmetics.
- uu. Pharmaceutical products.
- vv. Plastic products, but not including the processing of the raw materials.
- ww. Precision instruments, such as optical, medical and drafting.
- xx. Products from finished materials - plastic, bone, cork, feathers, felt, fiber, copper, fur, glass, hair, horn, leather, precious and semi-precious stones, rubber, shell or yarn.
- yy. Printing and newspaper publishing, including engraving, photoengraving.
- zz. Public utility electric substations and distribution centers, gas regulation centers and underground gas holder stations.
- aaa. Repair of household or office machinery or equipment.
- bbb. Rubber products, small, and synthetic treated fabrics (excluding all rubber and synthetic processing), such as washers, gloves, footwear, bathing caps and atomizers.
- ccc. Signs, as regulated by Section 11.00.
- ddd. Silverware, plate and sterling.
- eee. Soap and detergents, packaging only.
- fff. Soldering and welding.

VILLAGE OF OSWEGO ZONING ORDINANCE

- ggg. Sporting and athletic equipment, such as balls, baskets, cues, gloves, bats, racquets, and rods.
 - hhh. Statuary, mannequins, figurines and religious and church art goods, excluding foundry operations.
 - iii. Storage of household goods.
 - jjj. Storage and sale of trailers, farm implements and other similar equipment on an open lot.
 - kkk. Storage of flammable liquids, fats or oil in tanks each of fifteen thousand (15,000) gallons or less capacity, but only after the locations and protective measures have been approved by local governing officials.
 - lll. Textiles - spinning, weaving, manufacturing, dyeing, printing, knit goods, yarn, thread, and cordage, but not including textile bleaching.
 - mmm. Tool and die shops.
 - nnn. Tools and hardware, such as bolts, nuts and screws, doorknobs, drills, hand tools and cutlery, hinges, house hardware, locks, non-ferrous metal castings and plumbing appliances.
 - ooo. Toys.
 - ppp. Truck, truck tractor, truck trailer, car trailer, or bus storage yard, when all equipment is in operable condition, but not including a truck or motor freight terminal, which are treated under Section 9.02.
 - qqq. Umbrellas.
 - rrr. Upholstering (bulk), including mattress manufacturing, rebuilding, and renovating.
 - sss. Vehicles children's - such as bicycles, scooters, wagons and baby carriages.
 - ttt. Watches.
 - uuu. Wood products, such as furniture, boxes, crates, baskets, and pencils and cooperage works.
 - vvv. Any other manufacturing establishment that can be operated in compliance with the Performance Standards of Section 9.03 without creating objectionable noise, odor, dust, smoke, gas, fumes, or vapor; and that is a use compatible with the use and occupancy of adjoining properties.
4. Professional and Business Offices. (Ord. 05-16, 2/14/2005)
5. Public and Community Service Uses as follows:
- a. Bus terminals, bus garages, bus lots, street railway terminals, or street car houses.
 - b. Electric substations.
 - c. Fire stations.
 - d. Municipal or privately owned recreation buildings or community centers.

VILLAGE OF OSWEGO ZONING ORDINANCE

- e. Parks and recreation areas.
 - f. Police stations.
 - g. Sewage treatment plants.
 - h. Telephone exchanges.
 - i. Water filtration plants.
 - j. Water pumping stations.
 - k. Water reservoirs.
6. Retail and services as follows:
- a. Automobile service station for the retail sale of gasoline and oil for motor vehicles, and for minor services which may be conducted out of doors.
 - b. Contractor or construction such as building, cement, electrical, refrigeration, masonry, plumbing, roofing, air conditioning, heating and ventilating, fuel oil, with a storage of fuel oils, gas and other flammable products limited to twelve thousand (12,000) gallons per tank, with a total storage on zoning lots not to exceed fifty thousand (50,000) gallons.
 - c. Health Clubs and Spas, provided the property provides the adequate number of parking spaces per Section 12.00 of this Code.(Ord. 12-57, 9/7/2012)
 - d. Leasing or renting of real estate, household goods or office products. (Ord. 14-79, 9/16/2014)
 - e. Leasing commercial, industrial machinery, and equipment. (Ord. 14-79, 9/16/2014)
 - f. Car, truck, and trailer rental. (Ord. 97-01, 1/6/1997)
7. Wholesaling and Warehousing. Local cartage express facilities (but not including motor freight terminals).
- C. Special Uses. The following uses may be allowed by Special Use Permit in accordance with the provisions of Section 13.08.
1. Adult Uses.
- a. Additional Buffers. A 0.3 opacity bufferyard with a minimum twenty (20) feet width shall be provided on all lot sides.
 - b. Separation.
 - i. The use shall be a minimum of one thousand seven hundred sixty (1,760) feet from any place of worship, school, or daycare center.
 - ii. The use shall be a minimum of one thousand seven hundred sixty (1,760) feet from any residential zoning district.
 - iii. The use shall be a minimum of one hundred fifty (150) feet from any zoning district other than M-1 or M-2.
 - c. Spacing. The minimum spacing between adult uses shall be on (1) mile.
 - d. Lot Size. The use shall be minimum one (1) acre.

VILLAGE OF OSWEGO ZONING ORDINANCE

- e. Access. The use shall take access from an interior street in the manufacturing development not from an exterior roadway.
- f. Signage. The signage shall be monument sign no more than eight (8) feet in height and shall have an area of no more than sixty (60) percent of the district standard. At the entrance to the building a notice shall be posted indicating that this is an adult use which may involve activities or materials that do not meet community decency standards.
- g. Alcohol. Adult uses shall not serve alcohol or allow the consumption of alcohol anywhere on the property.

(Ord. 99-08, 3/15/1999)

- 2. Airport or aircraft landing fields.
 - 3. Any use permitted in the B-3 Business District, provided the Performance Standards of Section 9.03 can be met in their entirety.
 - 4. Any use which may be allowed as a Special Use in the B-3 Business District, but not including house trailer (mobile homes) camps or parks.
 - 5. Body piercing establishments. (Ord. 00-11, 4/24/2000)
 - 6. Motor freight terminals.
 - 7. Pet Boarding. Such services would allow the care of pets that are ordinarily housed at another location. The service shall include but not be limited to interactive dog play, dog socialization, and physical activity. The following restrictions and standards will apply:
 - a. Maximum number of animals in attendance at the pet sitting service shall be 25.
 - b. Maximum number of animals permitted to be boarded overnight as part of the pet sitting service is 20.
 - c. Kennels must be at least 200 feet from any residential property line, and
 - d. Outdoor restriction as follows:
 - i. Animals may be permitted outside without leashes,
 - ii. Outdoor areas for use by animals not on leashes shall be fenced,
 - iii. Animals may remain outside without direct supervision by an employee,
 - iv. Outside areas shall be cleared of excrement daily,
 - v. Animals causing a nuisance outside shall be controlled or taken inside if the animal cannot be controlled immediately, and
 - vi. Animals may be allowed outside between the hours of seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M.
- (Ord. 07-138, 10/22/2007)
- 8. Planned Developments, industrial.

VILLAGE OF OSWEGO ZONING ORDINANCE

9. Power Generating Facilities.
- a. Purpose and Intent. It is the purpose and intent of this Section to protect and preserve the health safety, and welfare of the Village by regulating power generating facilities, as defined in Section 3.02 of this Ordinance, within the Village.
 - b. General Standards.
 - i. A separate Special Use Permit, including an approved site development plan, must be issued for each power generating facility, as defined in Section 3.02 of the Oswego Zoning Ordinance, which is proposed to be located within the Village.
 - ii. A petition submitted for approval of a power generating facility Special Use Permit shall include but is not limited to, the following information:
 - a) The name and address of the record owner of the subject property;
 - b) The name and address of the firm proposing to construct and/or operate the facility;
 - c) A legal description and survey of the subject property prepared by an Illinois Licensed Surveyor;
 - d) A location map depicting the location of the subject property and the area surrounding it for a distance of ½ mile;
 - e) Detailed information regarding soil type, vegetation, wetlands, floodplain, ground water features, topography of undeveloped land, and other natural resource features present on and within 200 feet of the subject property;
 - f) A detailed site development plan depicting how the property will be developed with the facility, including the location of proposed buildings and structure, setback distances for proposed buildings and structures, and lot coverage;
 - g) Architectural renderings depicting the proposed appearance of the facility, including length, width, and height of proposed structures; and
 - h) Detailed information regarding the environmental impact of the facility on the subject site and adjacent land parcel, including information pertaining to noise, and the pollution of air, soil, and ground water (This information should include a Permit application, an air dispersion modeling study for NOx, CO, SO2PM, and VOMS; a noise study including existing ambient noise levels for the site, and a detailed noise abatement plan).

VILLAGE OF OSWEGO ZONING ORDINANCE

- iii. Criteria and factors used by the Planning and Zoning Commission and Village Board to determine the appropriateness of the power generating facility Special Use Permit and whether to approve it, shall consist of, but not be limited to, the following:
 - a) The compatibility of the proposed facility with existing zoning land use in the surrounding area.
 - b) The impact of the facility on adjoining land uses and the property value of adjoining lands.
 - c) The impact of the facility on the owner of the subject site and the ability to use said site.
 - d) The impact of the facility on the area transportation systems and infrastructure, including the ability to be served by local utilities.
 - e) The need for increased building setbacks based on the height of the facility and surrounding zoning and land use.
 - f) The need to buffer and/or screen adjoining uses from the facility.
 - g) Whether pollution generated by the proposed use creates health, safety, and nuisance risks.
 - h) Days and hours of operation of the facility and whether the use operates on a year-round or seasonal basis.
 - i) The means of access to the facility, including easements and/or ownership of land necessary to operate said facility.
 - j) The availability of alternative sites within and around the Village for a facility and whether a public and /or community need is met by it.
 - k) Location of the proposed facility relative to supportive services and facilities, including but not limited to natural gas lines and electric transmission lines, and its ability to utilize underground utility lines for support purposes.
 - l) The noise impact from the proposed facility experienced on surrounding properties and land uses.
 - m) The visual impact of the proposed power generating facility, when considered in the context of the surrounding properties.
- iv. The individual and relative weight to be accorded each of these criteria and factors listed in Section 9.01C above may vary depending upon the facts presented in each petition and it shall be the province of the Plan Commission to make that determination in each case.

(Ord. 00-32, 8/14/2000)

- 10. Sanitary landfills.
- 11. Stadiums, auditoriums and arenas.

VILLAGE OF OSWEGO ZONING ORDINANCE

12. Tattoo establishments. (Ord. 00-11, 4/24/2000)
- D. Yard Areas. No building or structure shall hereafter be erected or structurally altered unless the following yards are provided and maintained in connection with such building.
1. Front Yard. On every zoning lot a front yard of not less than twenty-five (25) feet in depth shall be provided. However, where lots within the same block and comprising forty (40) percent of the frontage on the same street are already developed on the effective date of this Ordinance with front yards with an average depth of less than twenty-five (25) feet, then such average depth shall be the required front yard depth for such frontage in said block.
 2. Side Yards. On every zoning lot a side yard shall be provided along each side lot line. Each side yard shall be not less in width than ten (10) percent of the lot width, but need not exceed twenty (20) feet in width.
 3. Rear Yard. On every zoning lot a rear yard shall be provided and maintained of not less than twenty (20) feet in depth, except that the inner ten (10) feet may be used for off-street parking.
- E. Lot Coverage. Not more than sixty (60) percent of the area of a lot may be covered by buildings or structures, including accessory buildings.
- F. Floor Area Ratio. Not more than 0.8.

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

ORDINANCE NO. 20-

**AN ORDINANCE ESTABLISHING A
TEMPORARY MORATORIUM ON CERTAIN USES LOCATED
ON B-3 AND M-1-ZONED PROPERTIES IN THE GREATER DOWNTOWN CORE**

**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, Illinois 60543

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

ORDINANCE NO. 20-

**AN ORDINANCE ESTABLISHING A
TEMPORARY MORATORIUM ON CERTAIN USES LOCATED
ON B-3 AND M-1-ZONED PROPERTIES IN THE GREATER DOWNTOWN CORE**

WHEREAS, the Village of Oswego (“Village”) is an Illinois municipal corporation with a population of more than 25,000 people, and is therefore a home rule unit of local government pursuant to the State of Illinois Constitution of 1970; and

WHEREAS, on August 4, 2015, the Village adopted the 2015 Comprehensive Plan (“Plan”) by Ordinance #15-50, which makes recommendations concerning the future use of property in the Village, including areas in and around the downtown, and sets forth development objectives and goals; and

WHEREAS, the Plan recommends that the Village replace the current mix of zoning districts with a single zoning district – the Downtown Core Zoning District – encompassing the area bounded by Harrison Street, Tyler Street, Madison Street / Chicago Road, and Jefferson Street (as extended northwest to the Fox River) (“Downtown Core”); and

WHEREAS, the Plan recommends that the new Downtown Core Zoning District allow commercial, residential, and mixed-use development to foster a pedestrian-friendly environment featuring restaurants, cafes, outdoor seating, and accessory residential uses; and

WHEREAS, the Village wishes to encourage uses that are compatible with the Plan’s Downtown Core recommendations in the areas neighboring the Downtown Core; and

WHEREAS, several properties located in and around the Downtown Core are currently zoned B-3, Community Service and Wholesale Zoning District, and M-1, Light Manufacturing Zoning District; and

WHEREAS, several of the uses identified in the Village Zoning Ordinance as permitted

and special uses in the B-3 and M-1 Zoning Districts are inconsistent with the Plan's goals, objectives, and future land use recommendations for the Downtown Core and surrounding areas; and

WHEREAS, the Village wishes to establish a temporary moratorium on the uses attached to this Ordinance as Exhibit A (collectively, the "Moratorium Uses" and individually, the "Moratorium Use") that locate on B-3 and M-1-zoned properties in the area depicted on Exhibit B ("Greater Downtown Core") to preserve the status quo while the Village studies, discusses, and adopts new zoning and development regulations for the Greater Downtown Core; and

WHEREAS, on April 19, 2019, the Village was awarded a contract by the Chicago Metropolitan Agency for Planning ("CMAP") to comprehensively update the Village's zoning and development regulations, including those applicable to the Greater Downtown Core, to reflect the objectives, goals, and recommendations made in the Plan; and

WHEREAS, CMAP estimates that its study and update of the Village's zoning and development regulations will take approximately 36 months, and the Village President and Board of Trustees find that duration to be a reasonable period of time based on the scope and complexity of CMAP's task; and

WHEREAS, on November 14, 2019, the Village published notice in the Kendall County Record, informing the public of a hearing to be conducted by the Planning and Zoning Commission on December 5, 2019 to discuss the proposed temporary moratorium of the Moratorium Use on B-3 and M-1-zoned properties located in the Greater Downtown Core; and

WHEREAS, the Planning and Zoning Commission conducted a public hearing on December 5, 2019, 2019 and recommended approval of a temporary moratorium on the

Moratorium Uses on B-3 and M-1-zoned properties located in the Greater Downtown Core; and

WHEREAS, to prevent long-term or irreversible changes in the character of the Greater Downtown Core, the Village President and Trustees have determined that it is necessary and in the Village’s best interests to impose a temporary moratorium on the receipt of applications for the processing of, the approval of, and the issuance of any type of permit or approval for the Moratorium Uses on B-3 and M-1-zoned properties located in the Greater Downtown Core;

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

Section 1. RECITALS. The foregoing recitals are incorporated as though fully set forth herein.

Section 2. TEMPORARY MORATORIUM ESTABLISHED.

A. A temporary moratorium (“Temporary Moratorium”) is hereby established on the receipt of applications for the processing of, the approval of, and the issuance of any type of permit for the uses identified on Exhibit A on properties zoned B-3 or M-1 that are located in the Greater Downtown Core (“Moratorium Area”).

B. The Temporary Moratorium established in Ordinance Section 2(A) will be, and is hereby, established for a period of 32 months from this Ordinance’s effective date, and the Temporary Moratorium will expire at 12:01 a.m. on September 14, 2022, unless prior to that time, the Village Board, in its sole and absolute discretion, extends this Temporary Moratorium by ordinance duly adopted.

Section 3. EXISTING APPROVED PERMITS. Nothing in this Ordinance will affect the rights of any person or entity whose application for a permit for a Moratorium Use has been fully approved by the Village.

Section 4. CONDITIONAL PROCESSING OF NEW APPLICATIONS. Any proposal to operate a Moratorium Use in the Moratorium Area may still be presented to the Village for consideration, and such applications will be processed conditionally during the term of the Temporary Moratorium, but no such application will be finally approved until (a) the expiration or termination of the Temporary Moratorium and (b) the Village confirming that the application complies with the applicable regulations in effect following the expiration or termination of the Temporary Moratorium. Persons or entities filing an application pursuant to this Section 4 do so at their own risk.

Section 5. HARDSHIP APPEALS PROCESS. An applicant seeking to establish a Moratorium Use in the Moratorium Area may seek an exception from the Temporary Moratorium as follows:

A. File a written request for relief with the Community Development Director on forms provided by the Village.

B. A request for relief will be considered at a public hearing, properly noticed in accordance with the Village's Zoning Ordinance, as amended, by the Planning and Zoning Commission.

C. Based on the evidence presented at such hearing and the factors set forth in Section 5(E) below, the Planning and Zoning Commission will make a recommendation to the Village Board.

D. Following receipt of the Planning and Zoning Commission's recommendation, the Village Board may, at a regularly scheduled meeting and by ordinance duly adopted, grant the applicant an exception to the provisions of the Temporary Moratorium.

E. In order to obtain an exception to the provisions of the Temporary Moratorium, an applicant must demonstrate by clear evidence and the Village must determine that:

(1) the effect of the Temporary Moratorium has caused or will cause an economic hardship on the applicant;

(2) the applicant has no other reasonable use of the property in question other than as the proposed Moratorium Use;

(3) the applicant has made substantial investment in the development of the Moratorium Use that is affected by the Temporary Moratorium, which investment was made in reasonable reliance on the regulations in effect prior to the Temporary Moratorium and without knowledge of pending changes in such regulations (including this Temporary Moratorium), and based on a reasonable probability of zoning approval by the Village; and

(4) the Moratorium Use as proposed complies with all applicable Village ordinances, regulations, and rules.

Section 6. SAVINGS CLAUSE. This Ordinance and each section and provision of said ordinance hereunder, are hereby declared to be independent divisions and subdivisions and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provisions of said Ordinance, or the application thereof to any person or circumstance is held to be invalid, the remaining sections or provisions and the application of such sections and provisions to any person or circumstances other than those to which it is held

invalid, shall not be affected thereby, and it is hereby declared that such sections and provisions would have been passed independently of such section or provision so known to be invalid. Should any procedural aspect of this Ordinance be invalidated, such invalidation shall not affect the enforceability of the substantive aspects of this Ordinance.

Section 7. SUPERSEDER. In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the Village, the terms of this Ordinance shall govern.

Section 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, in accordance with law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ___ 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 ESTABLISHING A
TEMPORARY MORATORIUM ON CERTAIN USES LOCATED
ON B-3 AND M-1-ZONED PROPERTIES IN THE GREATER DOWNTOWN CORE**

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)

EXHIBIT A

List of Moratorium Uses

The following uses in the zoning districts designated below are subject to the Temporary Moratorium:

8.03 B-3 COMMUNITY SERVICE AND WHOLESALE DISTRICT

A. Permitted Uses.

1. Any use permitted in the B-1 Neighborhood Business District and in the B-2 Community Shopping District. (Ord. 85-18, 8/19/1985)
2. Agricultural implement sales and services when conducted wholly within an enclosed building.
3. Air conditioning and heating sales and service.
4. Animal hospitals and veterinarian offices.
5. Art galleries and studios.
6. Automobile sales and service, but not including automobile body repair and rebuilding, or painting of automobiles.
7. Automobiles and truck (under one and one-half (1½) ton capacity) minor motor repair and service shops, but not including body repair and rebuilding or painting.
8. Automobile service stations.
9. Banks and restaurants with drive up service. (Ord. 97-01, 1/6/1997)
10. Battery and tire service stations.
11. Beverage, non-alcoholic, bottling and distributing.
12. Bicycle and motorcycle sales and repair.
13. Billiard and pool rooms, bowling alleys, dance halls and gymnasiums.
14. Blueprinting and photostatting establishments.
15. Boat showrooms.
16. Book binding.
17. Building materials sales, when conducted wholly within a building.
18. Car rental. (Ord. 97-01, 1/6/1997)
19. Catering establishments.
20. Clubs and fraternal organizations.
21. Contractors' offices and shops where no fabricating is done on the premises and where all storage of material is within a building.
22. Costume rental shops.

23. Dwelling units provided they are located above the first floor and above a permitted business use. Dwelling units shall not be permitted on the ground floor of a business or in the rear of business buildings or in the rear of business establishments on the ground floor.
24. Employment agencies.
25. Exterminating shops.
26. Feed and seed stores, wholesale.
27. Garages, public, for storage of private passenger automobiles and commercial vehicles under one and one half (1 ½) ton capacity.
28. Glass cutting and glazing establishments.
29. Greenhouse, wholesale growers.
30. Household appliance repair shops.
31. Laboratories, commercial (medical, dental, research, experimental and testing), provided no production or manufacturing of products takes place).
32. Orthopedic and medical appliance stores, but not including the assembly or manufacturing of such articles.
33. Parcel delivery station.
34. Pawn shops.
35. Pet shops, kennels or animal hospitals when conducted wholly within an enclosed building.
36. Photograph developing and processing.
37. Plumbing showrooms, heating and roofing supply shops.
38. Poultry and rabbit killing for retail sale on premises only.
39. Printing, publishing and issuing of newspapers, periodicals, books, stationery and other reading matter.
40. Public auction rooms.
41. Radio and television broadcasting stations.
42. Restaurants; drive-in, car service.
43. Riding academics.
44. Schools: music, dance, business, commercial or trade.
45. Second-hand stores and rummage shops.
46. Silver plating and repair shops.
47. Smoking and processing of meat products.
48. Taverns.
49. Theatres, indoor.
50. Undertaking establishments.

51. Wholesale business, excluding a building, the principal use of which is for a storage warehouse.
52. Leasing or renting of real estate, household goods or office products. (Ord. 14-79, 9/16/2014)
53. Leasing commercial, industrial machinery, and equipment. (Ord. 14-79, 9/16/2014)

B. Special Uses.

1. Other uses similar to the above permitted uses.
2. Amusement establishments, bowling alleys, billiard parlors, gymnasiums, ice skating rinks, swimming pools, clubs and recreation centers containing one or more of the above uses.
3. Automobile laundries.
4. Cigar, cigarette and/or tobacco stores. (Ord. 03-55, 5/27/2003)
5. Day care center. (Ord. 98-22, 7/6/1998)
6. Garages, public including painting, body and fender work and motor rebuilding.
7. Liquor store, packaged goods only. (Ord. 03-55, 5/27/2003)
8. Open sales lots.
9. Outdoor Entertainment, including but not limited to, live performances by groups and/or individuals, karaoke, etc. A Special Use Permit shall be established when a business has more than four (4) separate occurrences in any twelve (12) month period, and each occurrence shall not exceed four (4) consecutive days. (Ord. 03-55, 5/27/2003)
10. Public utility and governmental service uses.
11. Processing or assembly limited to the following, provided that space occupied in a building does not exceed six thousand (6,000) square feet of total floor and basement space, not including stairwells, or elevator shafts; and provided such processing or assembly can be conducted without noise, vibration, odor, dust or any other condition which might be disturbing to occupants of adjacent buildings. When manufacturing operations of the same or similar products demand space exceeding six thousand (6,000) square feet, they shall then be located in the M-1 Limited Manufacturing District:
 - a. Advertising displays.
 - b. Awnings, venetian blinds and window shades.
 - c. Bakeries, wholesale.
 - d. Brushes and brooms.
 - e. Cosmetics, drugs and perfumes.
 - f. Electrical equipment appliances.
 - g. Food processing, packaging and distribution.

- h. Jewelry.
- i. Medical and dental supplies.
- j. Optical goods and equipment.
- k. Pattern-making.
- l. Products from finished materials such as bond, plastic, cloth, cork, feathers, felt, fiber, paper, fur, glass, hair, horn leather, precious, or semi-precious stone, rubber, shell or yarn.
- m. Scientific and precision instruments.

(Ord. 03-55, 5/27/2003)

- 12. Radio and television towers, receiving or transmitting.
- 13. Truck and trailer rental up to one and one-half (1 ½)_ton capacity. (Ord. 97-01, 1/6/1997)
- 14. Accessory uses to the above conditional uses including, but not limited to: off-street parking and off-street loading as regulated in Section 12.00.

SECTION 9.00 – MANUFACTURING DISTRICTS

9.01 M-1 LIMITED MANUFACTURING DISTRICT

A. Conditions of Use. All permitted uses are subject to the following conditions:

1. Any production, processing, cleaning, servicing, testing, repair or storage of goods, materials or products shall conform with the Performance Standards set forth in Section 9.03.
2. All business, production, servicing and processing shall take place within completely enclosed buildings unless otherwise specified. Within one hundred and fifty (150) feet of a Residence District, all storage shall be in completely enclosed buildings or structures, and storage located elsewhere in this district may be open to the sky but shall be enclosed by solid walls or fences, including solid doors or gates thereto, at least eight (8) feet in height and suitably landscaped. If items in storage exceed eight (8) feet in height, an applicant may submit to the Planning and Zoning Commission and the Village Board for a waiver to allow for fence in excess of eight (8) feet, but not to exceed fifteen (15) feet in height. (Ord. 08-60, 7/1/2008)

However, open off-street loading facilities and open off-street parking of motor vehicles under one and one-half (1½) ton capacity may be unenclosed throughout the district, except for such screening of parking and loading facilities as may be required under the provisions of Section 12.00.

3. Uses established on the effective date of this amended Ordinance and by its provisions are rendered non-conforming, shall be permitted to continue, subject to the regulations of Section 5.00.
4. Uses established after the effective date of this amended Ordinance shall conform fully to the Performance Standards hereinafter set forth for the district.

B. Permitted Uses. The following uses are permitted:

1. Miscellaneous uses as follows:
 - a. Accessory uses.
 - b. Radio and television towers.
 - c. Temporary buildings for construction purposes for a period not to exceed the duration of such construction.
2. Off-street parking and loading as permitted or required in Section 12.00.
3. Production, Processing, Cleaning, Testing or Repair, limited to the following uses and products:
 - a. Advertising displays.
 - b. Apparel and other products manufactured from textiles.

- c. Art needle work and hand weaving.
- d. Automobile painting, upholstering, repairing, reconditioning and body and fender repairing, when done within the confines of a structure.
- e. Awnings, venetian blinds.
- f. Bakeries.
- g. Beverages. (Ord. 12-05, 1/10/2012)
- h. Books – hand binding and tooling.
- i. Bottling works.
- j. Brushes and brooms.
- k. Building equipment, building materials, lumber, coal, sand and gravel yards, and yards for contracting of equipment of public agencies, or public utilities, or materials or equipment of similar nature.
- l. Cameras and other photographic equipment and supplies.
- m. Canning and preserving.
- n. Canvas and canvas products.
- o. Carpet and rug cleaning.
- p. Carting, express hauling or storage yards.
- q. Ceramic products, such as pottery and small glazed tile.
- r. Cleaning and dyeing establishments when employing facilities for handling more than fifteen hundred (1,500) pounds of dry goods per day.
- s. Clothing.
- t. Cosmetics and toiletries.
- u. Creameries and dairies.
- v. Dentures.
- w. Drugs.
- x. Electrical appliances, such as lighting fixtures, irons, fans, toasters and electric toys.
- y. Electrical equipment assembly, such as home radio and television receivers and home movie equipment, but not including electrical machinery.
- z. Electrical supplies, manufacturing and assembly of such wire and cable assembly, switches, lamps, insulation, and dry cell batteries.
- aa. Food products, processing and combining of (except meat and fish) baking, boiling, canning, cooking, dehydrating, freezing, frying, grinding, mixing and pressing.

- bb. Fur goods, not including tanning and dyeing.
- cc. Glass products from previously manufactured glass.
- dd. Hat bodies of fur and wool felt.
- ee. Hosiery.
- ff. House trailers, manufacture.
- gg. Ice, natural.
- hh. Ink mixing and packaging and inked ribbons.
- ii. Jewelry.
- jj. Laboratories - medical, dental, research, experimental, and testing, provided there is no danger from fire or explosion nor offensive noise, vibration, smoke, dust, odors, heat, glare, or other objectionable influences.
- kk. Laundries.
- ll. Leather products, including shoes and machine belting, but not including tanning and dyeing.
- mm. Luggage.
- nn. Machine shops for tool, die, and pattern making.
- oo. Metal finishing, plating, grinding, sharpening, polishing, cleaning, rust proofing and heat treatment.
- pp. Metal stamping and extrusion of small products, such as costume jewelry, pins and needles, razor blades, bottle caps, buttons and kitchen utensils.
- qq. Musical instruments.
- rr. Orthopedic and medical appliances, such as artificial limbs, braces, supports and stretchers.
- ss. Paper products, small, such as envelopes and stationery, bags, boxes, tubes and wallpaper printing.
- tt. Perfumes and cosmetics.
- uu. Pharmaceutical products.
- vv. Plastic products, but not including the processing of the raw materials.
- ww. Precision instruments, such as optical, medical and drafting.
- xx. Products from finished materials - plastic, bone, cork, feathers, felt, fiber, copper, fur, glass, hair, horn, leather, precious and semi-precious stones, rubber, shell or yarn.
- yy. Printing and newspaper publishing, including engraving, photoengraving.
- zz. Public utility electric substations and distribution centers, gas regulation centers and underground gas holder stations.

- aaa. Repair of household or office machinery or equipment.
- bbb. Rubber products, small, and synthetic treated fabrics (excluding all rubber and synthetic processing), such as washers, gloves, footwear, bathing caps and atomizers.
- ccc. Signs, as regulated by Section 11.00.
- ddd. Silverware, plate and sterling.
- eee. Soap and detergents, packaging only.
- fff. Soldering and welding.
- ggg. Sporting and athletic equipment, such as balls, baskets, cues, gloves, bats, racquets, and rods.
- hhh. Statuary, mannequins, figurines and religious and church art goods, excluding foundry operations.
- iii. Storage of household goods.
- jjj. Storage and sale of trailers, farm implements and other similar equipment on an open lot.
- kkk. Storage of flammable liquids, fats or oil in tanks each of fifteen thousand (15,000) gallons or less capacity, but only after the locations and protective measures have been approved by local governing officials.
- lll. Textiles - spinning, weaving, manufacturing, dyeing, printing, knit goods, yarn, thread, and cordage, but not including textile bleaching.
- mmm. Tool and die shops.
- nnn. Tools and hardware, such as bolts, nuts and screws, doorknobs, drills, hand tools and cutlery, hinges, house hardware, locks, non-ferrous metal castings and plumbing appliances.
- ooo. Toys.
- ppp. Truck, truck tractor, truck trailer, car trailer, or bus storage yard, when all equipment is in operable condition, but not including a truck or motor freight terminal, which are treated under Section 9.02.
- qqq. Umbrellas.
- rrr. Upholstering (bulk), including mattress manufacturing, rebuilding, and renovating.
- sss. Vehicles children's - such as bicycles, scooters, wagons and baby carriages.
- ttt. Watches.
- uuu. Wood products, such as furniture, boxes, crates, baskets, and pencils and cooperage works.
- vvv. Any other manufacturing establishment that can be operated in compliance with the Performance Standards of Section 9.03

without creating objectionable noise, odor, dust, smoke, gas, fumes, or vapor; and that is a use compatible with the use and occupancy of adjoining properties.

4. Professional and Business Offices. (Ord. 05-16, 2/14/2005)
 5. Public and Community Service Uses as follows:
 - a. Bus terminals, bus garages, bus lots, street railway terminals, or street car houses.
 - b. Electric substations.
 - c. Fire stations.
 - d. Municipal or privately owned recreation buildings or community centers.
 - e. Parks and recreation areas.
 - f. Police stations.
 - g. Sewage treatment plants.
 - h. Telephone exchanges.
 - i. Water filtration plants.
 - j. Water pumping stations.
 - k. Water reservoirs.
 6. Retail and services as follows:
 - a. Automobile service station for the retail sale of gasoline and oil for motor vehicles, and for minor services which may be conducted out of doors.
 - b. Contractor or construction such as building, cement, electrical, refrigeration, masonry, plumbing, roofing, air conditioning, heating and ventilating, fuel oil, with a storage of fuel oils, gas and other flammable products limited to twelve thousand (12,000) gallons per tank, with a total storage on zoning lots not to exceed fifty thousand (50,000) gallons.
 - c. Health Clubs and Spas, provided the property provides the adequate number of parking spaces per Section 12.00 of this Code.(Ord. 12-57, 9/7/2012)
 - d. Leasing or renting of real estate, household goods or office products. (Ord. 14-79, 9/16/2014)
 - e. Leasing commercial, industrial machinery, and equipment. (Ord. 14-79, 9/16/2014)
 - f. Car, truck, and trailer rental. (Ord. 97-01, 1/6/1997)
 7. Wholesaling and Warehousing. Local cartage express facilities (but not including motor freight terminals).
- C. Special Uses. The following uses may be allowed by Special Use Permit in accordance with the provisions of Section 13.08.

1. Adult Uses.
 - a. Additional Buffers. A 0.3 opacity bufferyard with a minimum twenty (20) feet width shall be provided on all lot sides.
 - b. Separation.
 - i. The use shall be a minimum of one thousand seven hundred sixty (1,760) feet from any place of worship, school, or daycare center.
 - ii. The use shall be a minimum of one thousand seven hundred sixty (1,760) feet from any residential zoning district.
 - iii. The use shall be a minimum of one hundred fifty (150) feet from any zoning district other than M-1 or M-2.
 - c. Spacing. The minimum spacing between adult uses shall be on (1) mile.
 - d. Lot Size. The use shall be minimum one (1) acre.
 - e. Access. The use shall take access from an interior street in the manufacturing development not from an exterior roadway.
 - f. Signage. The signage shall be monument sign no more than eight (8) feet in height and shall have an area of no more than sixty (60) percent of the district standard. At the entrance to the building a notice shall be posted indicating that this is an adult use which may involve activities or materials that do not meet community decency standards.
 - g. Alcohol. Adult uses shall not serve alcohol or allow the consumption of alcohol anywhere on the property.

(Ord. 99-08, 3/15/1999)
2. Airport or aircraft landing fields.
3. Any use permitted in the B-3 Business District, provided the Performance Standards of Section 9.03 can be met in their entirety.
4. Any use which may be allowed as a Special Use in the B-3 Business District, but not including house trailer (mobile homes) camps or parks.
5. Body piercing establishments. (Ord. 00-11, 4/24/2000)
6. Motor freight terminals.
7. Pet Boarding. Such services would allow the care of pets that are ordinarily housed at another location. The service shall include but not be limited to interactive dog play, dog socialization, and physical activity. The following restrictions and standards will apply:
 - a. Maximum number of animals in attendance at the pet sitting service shall be 25.
 - b. Maximum number of animals permitted to be boarded overnight as part of the pet sitting service is 20.

- c. Kennels must be at least 200 feet from any residential property line, and
- d. Outdoor restriction as follows:
 - i. Animals may be permitted outside without leashes,
 - ii. Outdoor areas for use by animals not on leashes shall be fenced,
 - iii. Animals may remain outside without direct supervision by an employee,
 - iv. Outside areas shall be cleared of excrement daily,
 - v. Animals causing a nuisance outside shall be controlled or taken inside if the animal cannot be controlled immediately, and
 - vi. Animals may be allowed outside between the hours of seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M.

(Ord. 07-138, 10/22/2007)

8. Planned Developments, industrial.

9. Power Generating Facilities.

- a. Purpose and Intent. It is the purpose and intent of this Section to protect and preserve the health safety, and welfare of the Village by regulating power generating facilities, as defined in Section 3.02 of this Ordinance, within the Village.
- b. General Standards.
 - i. A separate Special Use Permit, including an approved site development plan, must be issued for each power generating facility, as defined in Section 3.02 of the Oswego Zoning Ordinance, which is proposed to be located within the Village.
 - ii. A petition submitted for approval of a power generating facility Special Use Permit shall include but is not limited to, the following information:
 - a) The name and address of the record owner of the subject property;
 - b) The name and address of the firm proposing to construct and/or operate the facility;
 - c) A legal description and survey of the subject property prepared by an Illinois Licensed Surveyor;

- d) A location map depicting the location of the subject property and the area surrounding it for a distance of ½ mile;
 - e) Detailed information regarding soil type, vegetation, wetlands, floodplain, ground water features, topography of undeveloped land, and other natural resource features present on and within 200 feet of the subject property;
 - f) A detailed site development plan depicting how the property will be developed with the facility, including the location of proposed buildings and structure, setback distances for proposed buildings and structures, and lot coverage;
 - g) Architectural renderings depicting the proposed appearance of the facility, including length, width, and height of proposed structures; and
 - h) Detailed information regarding the environmental impact of the facility on the subject site and adjacent land parcel, including information pertaining to noise, and the pollution of air, soil, and ground water (This information should include a Permit application, an air dispersion modeling study for NOx, CO, SO2PM, and VOMS; a noise study including existing ambient noise levels for the site, and a detailed noise abatement plan).
- iii. Criteria and factors used by the Planning and Zoning Commission and Village Board to determine the appropriateness of the power generating facility Special Use Permit and whether to approve it, shall consist of, but not be limited to, the following:
- a) The compatibility of the proposed facility with existing zoning land use in the surrounding area.
 - b) The impact of the facility on adjoined land uses and the property value of adjoining lands.
 - c) The impact of the facility on the owner of the subject site and the ability to use said site.
 - d) The impact of the facility on the area transportation systems and infrastructure, including the ability to be served by local utilities.
 - e) The need for increased building setbacks based on the height of the facility and surrounding zoning and land use.
 - f) The need to buffer and/or screen adjoining uses from the facility.

- g) Whether pollution generated by the proposed use creates health, safety, and nuisance risks.
 - h) Days and hours of operation of the facility and whether the use operates on a year-round or seasonal basis.
 - i) The means of access to the facility, including easements and/or ownership of land necessary to operate said facility.
 - j) The availability of alternative sites within and around the Village for a facility and whether a public and /or community need is met by it.
 - k) Location of the proposed facility relative to supportive services and facilities, including but not limited to natural gas lines and electric transmission lines, and its ability to utilize underground utility lines for support purposes.
 - l) The noise impact from the proposed facility experienced on surrounding properties and land uses.
 - m) The visual impact of the proposed power generating facility, when considered in the context of the surrounding properties.
- iv. The individual and relative weight to be accorded each of these criteria and factors listed in Section 9.01C above may vary depending upon the facts presented in each petition and it shall be the province of the Plan Commission to make that determination in each case.

(Ord. 00-32, 8/14/2000)

- 10. Sanitary landfills.
- 11. Stadiums, auditoriums and arenas.
- 12. Tattoo establishments. (Ord. 00-11, 4/24/2000)

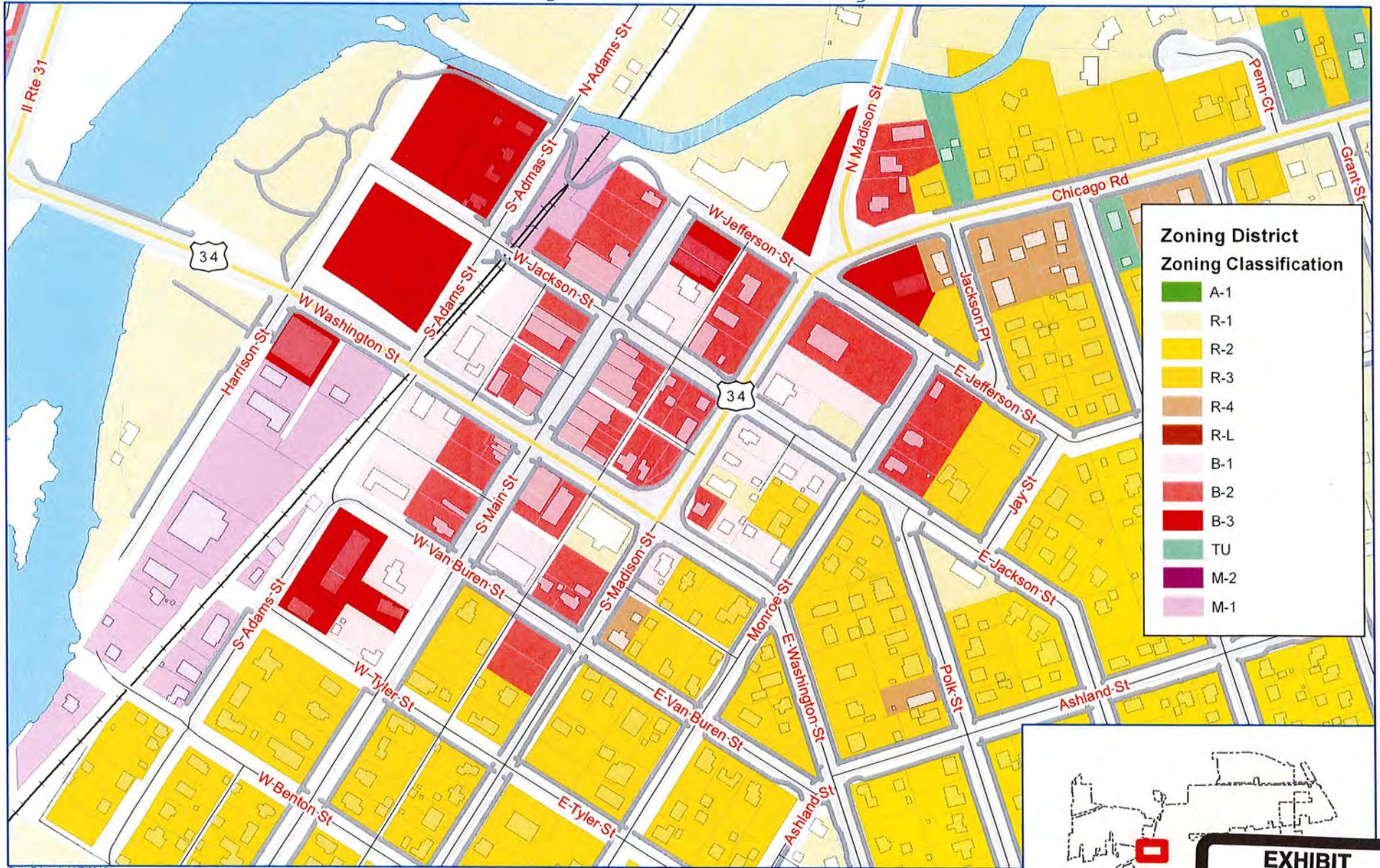
EXHIBIT B

Map of Greater Downtown Area

[Attached]

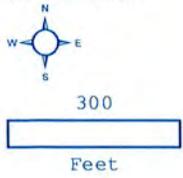
a)

Oswego Downtown Zoning



Zoning District	
Zoning Classification	
	A-1
	R-1
	R-2
	R-3
	R-4
	R-L
	B-1
	B-2
	B-3
	TU
	M-2
	M-1

Date Printed: 11/7/2019



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

An inset map of the Village of Oswego with a red square indicating the location of the main map area. Below the map is a box containing the word "EXHIBIT" and the letter "B" in a large font, with the number "176" to its right. At the bottom right of the box is a button labeled "Overview".



STAFF REPORT

DATE: November 25, 2019

TO: Chairman and Planning and Zoning Commission

FROM: Rod Zenner, Community Development Director

SUBJECT: Staff Report for the December 5, 2019 Planning and Zoning Commission Meeting
Temporary Downtown Moratorium
Project #1050.19

Purpose

To provide the Planning and Zoning Commission with background and a recommendation regarding a temporary moratorium on the establishment of specific uses on properties zoned B-3 Community Service and Wholesale District and M-1 Light Manufacturing Zoning District located in and around the Village's Downtown Core as established in the Village's 2015 Comprehensive Plan.

Background

In 2015, the Village of Oswego adopted the Comprehensive Plan. In this document, there is a recommendation to establish new zoning districts for the downtown area to encourage commercial, residential, and mixed use uses (see attached pages 28 and 29 from the 2015 Comprehensive Plan).

The Village is currently engaged to begin work establishing new zoning districts for the downtown to be in-keeping with the recommended zoning and uses outlined in the Comprehensive Plan. This work will be completed with the assistance from the Chicago Metropolitan Agency for Planning (CMAP) which has provide the Village with a grant to fund the drafting of an update to the Zoning Ordinance.

Discussion

The Downtown currently contains several zoning districts including commercial districts (B-1 Neighborhood Business District, B-2 Community Shopping District, and B-3 Community Service and Wholesale District) and manufacturing (M-1 Limited Manufacturing District), see attached map. To further the effort to encourage economic growth consistent with the Comprehensive Plan, the Village is proposing a moratorium on the uses identified in the B-3 Community Service and Wholesale District and M-1 Limited Manufacturing District. Staff is of the opinion that the uses outlined in the B-3 and M-1 Zoning Districts are not be in-keeping with the uses intended for the downtown area as intended in the 2015 Comprehensive Plan. A list of uses in the B-3 and M-1 Districts is provided.

Per the proposed moratorium, new uses that are allowed or permitted as a special use in the B-3 and M-1 districts would not be allowed to locate on properties zoned B-3 or M-1 within the downtown area during the proposed 32-month moratorium. Staff believes that the 32-month should be sufficient for the creation and adoption of new zoning designations for the downtown. If the new zoning districts are established before the end of the 32-month timeframe, then the temporary moratorium can be lifted in favor of the new zoning designations.

Existing uses currently operating within a B-3 or M-1 zoning designation would be allowed to continue. New B-1 and B-2 uses would also be allowed to locate on B-3 or M-1 zoned properties either by right or through a special use permit as outlined in the Village's Zoning Ordinance.

Staff has provided a draft ordinance establishing the temporary moratorium for your review. The ordinance does provide a process if a property owner wishes to identify a hardship and appeal the moratorium on a specific use. The appeal request would be considered by the Planning and Zoning Commission with a final determination by the Village Board.

Notice has been provided to the properties zoned B-3 and M-1 in the subject area regarding the proposed temporary moratorium.

Recommendation

Staff is recommending that the Planning and Zoning Commission recommend approval of the Temporary Downtown Moratorium on certain uses located on B-3 and M-1 zoned properties in the Downtown Core for a period of 32 months.

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

December 5, 2019

1. CALL TO ORDER

Chairman Pajor called the Oswego Planning & Zoning Commission Meeting to order at 7:04 p.m.

2. ROLL CALL

Present: Dominick Cirone, Tom Guist, Ken Holmstrom, Rick Kuhn, Karen Novy, Charlie Pajor and Rebecca Stine
Absent: None

There was a quorum.

Oswego community representatives in attendance were:

Present: Rod Zenner, Community Development Director; Natalie Zine, Planner; Mary Ellen Bliss, Recording Secretary; Judy Sollinger, Village Trustee; Chad Feldotto, Oswegoland Park District

3.

Temporary Downtown Moratorium

Applicant: Village of Oswego
Project #1050.19
Project Manager: Rod Zenner

Motion: Commissioner Cirone, second Commissioner Stine to open the Public Hearing at 8:03 p.m.

Ayes: Commissioners Cirone, Guist, Holmstrom, Kuhn, Novy, Pajor and Stine

Nays: None

Absent: None

Motion carried

Director Zenner stated in 2015, the Village adopted a new Comprehensive Plan which recommends the establishment of new zoning districts for the downtown area to encourage commercial, residential, and mixed use uses rather than B-3 or M-1 industrial uses. Director Zenner stated the Village received a grant with the Chicago Metropolitan Agency for Planning (CMAP) to do a rewrite of the Zoning Ordinance, which will begin in the next few months and be a two-year process. Director Zenner stated staff is proposing a moratorium to prohibit future new B-3 and M-1 uses from occupying the downtown area until the Zoning Ordinance rewrite has been completed. Director Zenner stated B-1 and B-2 uses would still be allowed as outlined by the Zoning Ordinance and existing B-3 or M-1 uses could remain in the downtown area as a grandfathered use. Director Zenner stated staff is proposing a 32-month maximum temporary moratorium for B-3 and M-1 uses.

Dan Kramer was sworn in

Yorkville, IL

Mr. Kramer is an attorney representing the Dodd family. Mr. Kramer stated he does not support the moratorium because it impinges on the legislative prerogative and sends a negative message to the public and potential developers that Oswego is “not open for business.” Mr. Kramer stated he believes property values will be affected and that the Planning and Zoning Commission can limit uses without the need for a moratorium.

Ed Hettinger was sworn in
Oswego, IL

Mr. Hettinger stated he is the owner of Hetts Auto Sales. Mr. Hettinger stated parking is an issue in downtown.

Neal Dodd was sworn in
Oswego, IL

Mr. Dodd stated he owns property on Harrison Street. Mr. Dodd stated he wants to sell his property and a potential buyer is a construction company that would not be able to operate on the property if there is a moratorium. Mr. Dodd stated the moratorium affects his pool of potential buyers. Mr. Dodd stated parking is an issue on Harrison Street.

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

Motion: Commissioner Stine, second Commissioner Cirone to close the Public Hearing at 8:21 p.m.
Ayes: Commissioners Cirone, Guist, Holmstrom, Kuhn, Novy, Pajor and Stine
Nays: None
Absent: None
Motion carried

Commissioner Comments:

Commissioner Cirone asked if B-3 or M-1 use could transfer from one business to another. Director Zenner stated the grandfathered use would allow an existing B-3 or M-1 business to sell to another B-3 or M-1 business and remain in place as long as there is continual use; however, if a B-3 or M-1 business closed, the moratorium would not allow a new B-3 or M-1 business to move in. Director Zenner stated an earlier statement that indicated the Village will be able to review and limit uses without the moratorium is not necessarily true. Director Zenner stated if a use is permitted by the Zoning Ordinance and there are no proposed changes to the building, a new business could move in without it going through the Planning and Zoning Commission and Village Board.

Commissioner Kuhn asked about the goal of the moratorium. Director Zenner stated the moratorium allows the Village to put on hold businesses from moving in that might conflict with the Comprehensive Plan. Chairman Pajor stated the purpose of the moratorium is to be able to carry out what was envisioned for the future of the downtown.

The Commissioners discussed the effects of the moratorium on Harrison Street businesses.

Recommendation:

Motion: Commissioner Stine, second Commissioner Novy to recommend approval of the Temporary Downtown Moratorium on certain uses located on B-3 and M-1 zoned properties in the Downtown Core for a period of 32 months.
Ayes: Commissioners Cirone, Guist, Novy, Pajor and Stine
Nays: Commissioners Holmstrom, Kuhn
Absent: None
Motion carried

DRAFT



AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: January 14, 2020

SUBJECT: Project #1053.19 American Legion Sign Variance

ACTION REQUESTED:

Approval of an ordinance granting certain variations to the Village Sign Ordinance to allow for an electronic messaging board sign at 19 W. Washington Street.

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission is scheduled to review the request at a Public Hearing on January 9, 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 January 14, 2020.

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
N/A		

DEPARTMENT: Community Development

SUBMITTED BY: Planner Natalie Zine

FISCAL IMPACT:

Not Applicable.

BACKGROUND:

The property is located at 19 W. Washington Street. The site is approximately 0.20 acres in size. The property is zoned B-2 Community Shopping District and is improved with a two-story building, The American Legion Post 675.

DISCUSSION:

The applicant is requesting approval of certain variations to the Village Sign Ordinance to allow an electronic messaging board sign in the Downtown Sign District at 19 W. Washington Street. The proposed new sign is a seven foot (7’) tall monument sign with an electronic messaging board portion. The sign itself is six feet three inches (6’ 3”) wide by five feet five inches tall (5’ 5”), or

approximately thirty-three square feet (33 sf), with about two-thirds or 66% of the total sign area being the electronic messaging board.

The existing American Legion sign is fourteen foot (14') tall pole sign with a changeable copy portion. The sign itself is four feet (4') wide by seven feet (7') tall, or twenty-eight square feet (28 sf), with about 45% of the total sign area being the changeable copy portion. As such, the existing pole sign with message board is considered to be a legal-nonconforming sign in the Village of Oswego.

In summary, the following table compares the existing non-conforming sign to the proposed sign:

	Existing Sign	Proposed Sign
Style	Pole Sign	Monument Sign
Height	7 feet (14 feet w/ pole)	7 feet
Width	4 feet	6 feet 3 inches
Area	28 square feet	33 square feet
% Changeable Copy	45%	66%

Based on the Village Sign Code, the following variances are required to allow for the proposed electronic messaging board sign:

1. A variance to allow for an electronic messaging sign in the Downtown Sign District.
2. A variance to allow for an electronic messaging sign that occupies more than twenty-five (25) percent of the sign area (66% proposed).
3. A variance to allow for a monument sign with a zero-foot setback in a B-2 zoning district and in the Downtown Sign District.
4. A variance to allow a monument sign that exceeds three and one-half (3 ½) feet in height in the Downtown Sign District (7 feet proposed).
5. A variance to allow a monument sign that exceeds ten (10) square feet in area in the Downtown Sign District. (33 square feet proposed).

Staff does not believe this request for variation meets the strictest interpretation of the Standards for Variations. However, the proposed sign would create a more attractive condition than the current legal non-conforming one and would provide the necessary messaging feature desired by the American Legion organization. Staff also understands that the alleged hardship was not directly created by the petitioner and does not believe the proposed variation would be detrimental to the public welfare or surrounding properties.

The Planning and Zoning Commission is scheduled to review the request at a Public Hearing on January 9, 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 January 14, 2020.

RECOMMENDATION:

Staff is presenting an ordinance granting:

1. A variance to allow for an electronic messaging sign in the Downtown Sign District
2. A variance to allow for an electronic messaging sign that occupies more than twenty-five (25) percent of the sign area allowing for 66%
3. A variance to allow for a monument sign with a one-foot setback in a B-2 zoning district and in the Downtown Sign District
4. A variance to allow a monument sign that exceeds three and one-half (3 ½) feet in height in the Downtown Sign District to allow for 7 feet in height
5. A variance to allow a monument sign that exceeds ten (10) square feet in area in the Downtown Sign District to allow for 33 square feet

at 19 W. Washington Street in Oswego, IL subject to the following conditions:

1. The electronic message board sign is permitted to change no more than once every 20 seconds and shall contain a static message with text that does not grow, melt, scroll, travel, roll, twinkle, snow, rotate, flash, blink, spin, wave or present any animations.
2. The electronic message board sign must maintain a uniform color in text and background and shall not display light of such intensity to cause glare or otherwise impair the vision of motorists or result in a nuisance to motorists.
3. The proposed sign shall not be located in the public right-of-way and shall be placed at minimum one foot within the property line.
4. The applicant shall provide a site plan/location map illustrating the exact location of the proposed sign to be approved by staff prior to building permit issuance.

ATTACHMENTS:

Ordinance

Exhibit A – Legal Description

Exhibit B – Location Map

Exhibit C – Sign Plans

Planning & Zoning Commission Staff Report

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

ORDINANCE NO. 20 -- ____

AN ORDINANCE GRANTING CERTAIN VARIANCES TO ALLOW AN ELECTRONIC MESSAGING BOARD SIGN IN THE DOWNTOWN SIGN DISTRICT AT 19 W. WASHINGTON STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

(Sign Variance – 19 W. Washington Street)

**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 pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on _____, 2020.

ORDINANCE NO. 20 -- __

AN ORDINANCE GRANTING CERTAIN VARIANCES TO ALLOW AN ELECTRONIC MESSAGING BOARD SIGN IN THE DOWNTOWN SIGN DISTRICT AT 19 W. WASHINGTON STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

(Sign Variance – 19 W. Washington Street)

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

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

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

WHEREAS, the petitioner, American Legion Post 675, has filed an application for certain variances to the Village Sign Ordinance to allow for an electronic messaging board sign in the Downtown Sign District including:

1. A variance to allow for an electronic messaging sign in the Downtown Sign District
2. A variance to allow for an electronic messaging sign that occupies more than twenty-five (25) percent of the sign area allowing for 66%
3. A variance to allow for a monument sign with a one-foot setback in a B-2 zoning district and in the Downtown Sign District
4. A variance to allow a monument sign that exceeds three and one-half (3 ½) feet in height in the Downtown Sign District to allow for 7 feet in height
5. A variance to allow a monument sign that exceeds ten (10) square feet in area in the Downtown Sign District to allow for 33 square feet; and

WHEREAS, the subject property is commonly known as 19 W. Washington Street, zoned B-2 Community Shopping District, and is improved with a two-story commercial building; and

WHEREAS, the Planning and Zoning Commission is scheduled to review the request at a Public Hearing on January 9, 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 property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.
The American Legion relies on a messaging sign to get information to their customers. Prohibiting an electronic messaging sign would eliminate their most effective means of communication to their patrons.
2. The alleged hardship has not been directly created by any person presently having a proprietary interest in the premises.
The trees along Washington Street were not planted by the property owners.
3. Strict enforcement of this title would result in practical difficulties or impose exceptional hardships due to special and unusual conditions which are not generally found on other properties in the same zoning district.
Trees along Washington Street obstruct the existing sign so that the sign cannot be read by passing motorists. The electronic messaging board sign is necessary to quickly update news and events at the Legion.
4. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood and will not alter the essential character.
The proposed sign will upgrade and modernize the image of the American Legion Post 675 as well as the Village of Oswego.
5. The proposed variation is in harmony with the spirit and intent of this ordinance.
The proposed sign variation is in harmony with the spirit and intent of this ordinance; and

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

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

Section 1: That the recitals set forth above are incorporated here by reference, and the application for a Variance by The American Legion Post 675 to allow for an electronic messaging board sign in the Downtown Sign District is approved subject to the following conditions:

1. The electronic message board sign is permitted to change no more than once every 20 seconds and shall contain a static message with text that does not grow, melt, scroll, travel, roll, twinkle, snow, rotate, flash, blink, spin, wave or present any animations.
2. The electronic message board sign must maintain a uniform color in text and background and shall not display light of such intensity to cause glare or otherwise impair the vision of motorists or result in a nuisance to motorists.
3. The proposed sign shall not be located in the public right-of-way and shall be placed at minimum one foot within the property line.
4. The applicant shall provide a site plan/location map illustrating the exact location of the proposed sign to be approved by staff prior to building permit issuance.

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 made a part hereof, identified and enumerated on the following exhibits:

Exhibit "A" – Legal description

Exhibit "B" – Location Map

Exhibit "C" – Sign Plans

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

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

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 CERTAIN VARIANCES TO ALLOW AN ELECTRONIC MESSAGING BOARD SIGN IN THE DOWNTOWN SIGN DISTRICT AT 19 W. WASHINGTON STREET, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

(Sign Variance – 19 W. Washington Street)

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the _____ day of _____, 2020, approved by the Village President on the ___ day of ___ 2019 and thereafter published in pamphlet form.

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

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Exhibit "A"
Legal Description

THE SOUTHEASTERLY HALF OF LOTS 2 AND 3 IN BLOCK 10 OF THE ORIGINAL VILLAGE OF OSWEGO, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

Commonly known as: 19 W. Washington Street

DRAFT

19 W Washington St



Date Printed: 1/7/2020



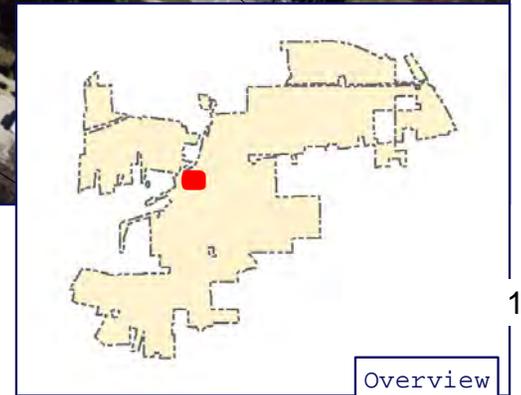
110



Feet

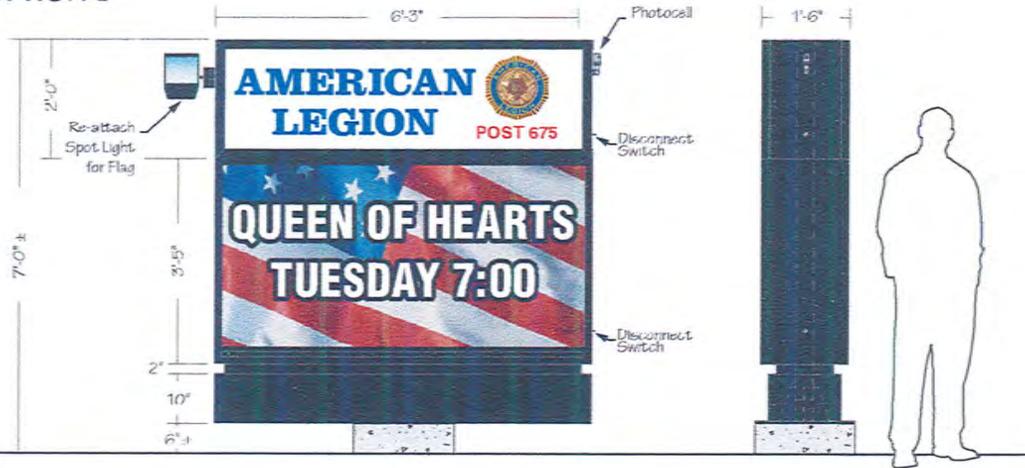


The requested map will be created for study purposes only. Please refer to the official recorded plats or deeds for the actual legal descriptions and property dimensions. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by the Village of Oswego or its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



Overview

OPTION B



RECEIVED

DEC 5 2019

Community Development
Department

Parvin-Clauss
SIGN COMPANY

Design • Fabrication • Installation • Maintenance
187 Tulewag Drive • Carol Stream, Illinois 60148
Tel: 312-318-2020 • Fax: 312-318-2074
email: signs@parvinclauss.com
www.parvinclauss.com

PROJECT:



19 W. Washington Street
Oswego, IL

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

Matt Sopchuk / JB

DRAWN BY

Bill Marlow

DATE

7.11.19

SCALE

1/2" = 1'

SHEET NO.

2 of 3

WORK ORDER

82458

FILE NAME

ALP82458

REVISIONS:

1 7.19.19 - add option

2

3

4

5

6

7

8

(1) 7'-0" x 6'-3" x 1'-6" Double Face Illuminated Ground Sign

Upper Cabinet: Fabricated Aluminum Painted Black - Suede Satin Finish

Faces: White Polycarbonate

Graphics: 3M 3630-97 Bristol Blue / 3630-33 Red Translucent Vinyls

- Logo is Digitally Printed on Translucent White Vinyl

EMC Unit: WatchFire 16mm Full Color RGB LED

Reveal: Fabricated Aluminum Painted Black - Smooth Satin Finish

Pole Cover: Fabricated Aluminum Painted Black - Smooth Satin Finish

Illumination: White LEDs w/ GOW Power Supplies

- Photocell Control

Power: Reuse Existing Electrical Circuit Run to Site

Mounting: (1) 3" (3 1/2" O.D.) Sch. 40 Steel Pipe w/ Welded 1/2" thick Steel Mounting Base

- Attach to Existing Concrete Pedestal with (4) 1/2" x 6" Hilti Chemical Anchors

NOTE: FIELD SURVEY REQUIRED PRIOR TO FABRICATION



Existing



Proposed

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



This sign is built to UL Standards for operation in North America.

This Document is owned by, and the information contained in it is proprietary to, Parvin-Clauss Sign Company. By receipt hereof the holder agrees not to use the information, disclose it to any third party, nor reproduce this document without the prior written consent of Parvin-Clauss Sign Company. Holder also agrees to immediately return this document upon request of Parvin-Clauss Sign Company.

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Parvin-Clauss Sign Company Inc.

165 Tubeway Drive
Carol Stream, IL 60188 USA

Phone: 630-510-2020
Fax: 630-668-7802
Fed ID: 36-3322946

Quote No: 109657
Friday, September 13, 2019

Bill To:

AMERICAN LEGION POST 675 OSWEGO
19 WEST WASHINGTON STREET
OSWEGO, IL 60543

RECEIVED

DEC 5 2019

Community Development
Department

We are pleased to present the following project proposal:

Line: 1	Part ID: PCABDFLEDEXTRILEXAN	Proposal Amount
	Illuminated Sign / EMC Remove and dispose of existing sign, save light fixture, cut pole to size. Furnish & install one, 6' high by 6'-3" wide by 1'-6" deep, double face, UL listed, extruded aluminum, LED illuminated sign with translucent vinyl header graphics, Watchfire 19mm monochrome red LED EMC with 48x96 matrix, 3'-5" high by 6'-3" wide, 4G wireless communication. Pole cover with 2" reveal at the bottom. Attach to existing pole and connect to existing electric. Attach light fixture to side of cabinet. Tax exempt.	\$25,962.00
	Option: For 16mm full color EMC with 54x108 matrix, add \$5,171.00 to this price.	\$ 31,133
	Installation Address: 19 W. Washington St. Oswego, IL	
	Salesperson: MATHEW J. SOPCHYK Prices are Valid Until Tuesday, November 12, 2019	
	Terms: 50% Deposit required; Net 10 upon completion.	

STAFF REPORT

DATE: December 18, 2019
TO: Chairman and Planning & Zoning Commission
FROM: Natalie Zine, Planner
SUBJECT: Staff Report for the January 9, 2020 Planning & Zoning Commission Meeting
19 W. Washington Street; Sign Variance
Project #1053.19

Applicant

American Legion Post 675

Requested Action

The applicant is requesting approval of a variance to allow for certain variations to the Village Sign Ordinance to allow an electronic messaging board sign in the Downtown Sign District at 19 W. Washington Street.

Location, Existing Zoning and Land Use

The property is located at 19 W Washington Street. The property is zoned B-2 Community Shopping District and is improved with a two-story building.

Surrounding Zoning and Land Uses

North: B-2 Community Shopping District; Hudson Design House
South: B-1 Neighborhood Commercial; Fox River Academy of Music and Art
East: R-1 Single Family Residential; Church of the Good Shepard
West: B-2 Community Shopping District; Vacant and Bentley's Pet Stuff

Relationship to Village Comprehensive Plan

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

Donation Requirements

None.

Staff Analysis

The applicant is requesting approval of a variance to allow for certain variations to the Village Sign Ordinance to allow an electronic messaging board sign in the Downtown Sign District at 19 W. Washington Street.

Proposed Sign

The proposed new sign is a seven foot (7') tall monument sign with an electronic messaging board portion. The sign itself is six feet three inches (6' 3") wide by five feet five inches tall (5' 5"), or approximately thirty-three square feet (33 sf), with about two-thirds or 66% of the total sign area being the electronic messaging board. See Figure 1.

Figure 1: Proposed Sign

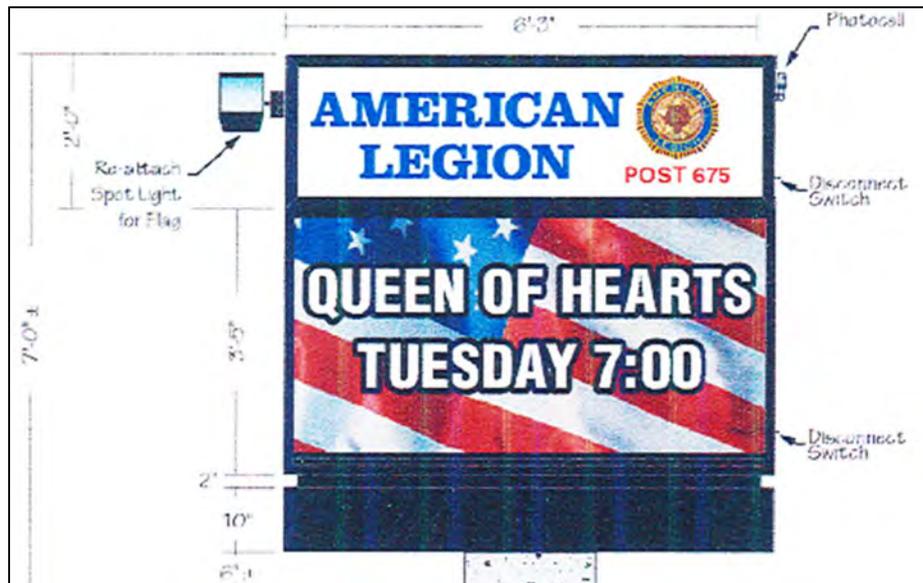


Figure 2: Existing Sign



Key Sign Ordinance Information

The Village's Sign Ordinance establishes rules and regulations regarding signage within the Village. The following are regulations that specifically relate to the proposed sign.

Prohibited Signs

The Village of Oswego Zoning Ordinance section 11.05 prohibits a number of signs in all districts, including the following:

- Any sign which is located in or which extends over the public right-of-way except as otherwise permitted within this Section.
- Any sign that are determined to constitute a traffic hazard by reason of size, location, content, color or type of illumination.
- Pole signs.

Business District Signs

The Village of Oswego Zoning Ordinance section 11.07 provides that monument signs that meet the following regulations be permitted in the business districts:

1. One (1) sign not to exceed fifty (50) square feet in area. Only one side of the sign is counted toward the sign area.
2. One (1) sign not to exceed ten (10) feet.
3. Signs shall front the principal street, a parking area, or in the case of a corner building, the side street as well. **Signs shall be setback a minimum of ten (10) feet from any lot line or driveway**, except on corner lots signs shall not be located within the sight triangle as established herein.

Message Board Signs

The Village of Oswego Zoning Ordinance section 11.07 permits messaging board signs that meet the following regulations:

I. Message Board Signs. **Message board signs may be displayed on Development Signs** and shall comply with the following:

1. The **message board may not occupy more than twenty-five (25) percent of the development sign area** and shall be located in the lower half of the sign area.
2. The message board shall be designed to be compatible in design and appearance with the development sign.
3. The message board may be used only for a business or businesses occupying the lot in which the sign is located.
4. The sign is permitted to change no more than once every 20 seconds and shall contain a static message with text that does not grow, melt, scroll, travel, roll, twinkle, snow, rotate, flash, blink, spin, wave or present any animations.
5. Electronic message boards must maintain a uniform color in text and background and shall not display light of such intensity to cause glare or otherwise impair the vision of motorists or result in a nuisance to motorists.
6. Temporary signs cannot contain changeable signage

DEVELOPMENT SIGN: A monument sign designating the name of a planned unit development or existing commercial development that exceeds ten acres in size or consists of at least ten business establishments.

Downtown Sign District

The Village of Oswego Zoning Ordinance section 11.075 provides that monuments signs in the Downtown Sign District must comply with following conditions, beyond their underlying zoning district:

- Single tenant buildings are limited to one (1) sign **not to exceed ten (10) square feet in area.**
- Signs for a single tenant building shall not exceed **three and one-half (3 1/2) feet in height.**
- Where possible, the setbacks established herein shall apply. However, on a lot where the established setback for a ground sign cannot be met, an appropriate setback shall be determined by the Community Development Director or his/her designated representative, on a case-by-case basis
- **Message board signs are prohibited.**

Figure 3: Downtown Sign District Map



Analysis

Sign Location/Setbacks

The proposed sign will replace the existing sign's location but will be larger and at ground level. It will therefore likely extend right up to the pedestrian sidewalk along Washington, although a site plan was not provided so it is unclear. As previously stated, the sign code prohibits any sign which is located in or which extends over the public right-of-way as well as any signs that are determined to constitute a traffic hazard by reason of size, location, content, color or type of illumination.

Figure 4 below illustrates the property lines as they relate to the public ROW. The proposed sign shall not be located in the public ROW. A site plan/plat illustrating the exact location of the proposed sign should be provided to verify the location. At a minimum, the sign should be placed one foot within the property line.

Figure 5 below shows the street view, looking southeast on Washington, with the American Legion on the right. The access drive is a one-way lane from Washington Street to the parking at the side and rear of the building. Based on this photo, staff does not believe the proposed sign would create a traffic hazard by reason of size, location, content, color or type of illumination.

Figure 4: Parcel Map – 19 W Washington Street



Figure 5: Street View – 19 W Washington Street



Additional Information

Current/Existing Sign

The existing American Legion sign is fourteen foot (14') tall pole sign with a changeable copy portion. The sign itself is four feet (4') wide by seven feet (7') tall, or twenty-eight square feet (28 sf), with about 45% of the total sign area being the changeable copy portion. See Figure 1. As such, the existing pole sign with message board is considered to be a legal-nonconforming sign in the Village of Oswego.

Existing Message Board Signs in Downtown

Oswego Public Library (Figure 6)

The Oswego Public Library was developed as a Planned Unit Development (PUD) in 2010 by Ordinance 10-18. Per section 11.07 an electronic messaging board is permitted as part of a "Development Sign" in a PUD. The sign plan was approved by Ordinance 10-38.

Figure 6: Oswego Public Library Electronic Message Board



Byline Bank (Figure 7)

The electronic message board sign at the Byline Bank in downtown is a legal non-conforming sign built prior to the current Sign Ordinance.

Figure 7: Byline Bank Electronic Message Board



In summary, the following table compares the existing non-conforming sign to the proposed sign.

	Existing Sign	Proposed Sign
Style	Pole Sign	Monument Sign
Height	7 feet (14 feet w/ pole)	7 feet
Width	4 feet	6 feet 3 inches
Area	28 square feet	33 square feet
% Changeable Copy	45%	66%

Required Variances

Therefore, based on the Village Sign Code, the following variances are required to allow for the proposed electronic messaging board sign:

1. A variance to allow for an electronic messaging sign in the Downtown Sign District.
2. A variance to allow for an electronic messaging sign that occupies more than twenty-five (25) percent of the sign area.
3. A variance to allow for a monument sign with a zero-foot setback in a B-2 zoning district and in the Downtown Sign District.
4. A variance to allow a monument sign that exceeds three and one-half (3 ½) feet in height in the Downtown Sign District (7 feet proposed).
5. A variance to allow a monument sign that exceeds ten (10) square feet in area in the Downtown Sign District. (33 square feet proposed).

Standards for Variations

The Village Board shall not vary the regulations of the Village Zoning Ordinance unless the Planning and Zoning Commission makes findings of fact based upon the evidence as presented that:

1. **The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.**
The American Legion relies on a messaging sign to get information to their customers. Prohibiting an electronic messaging sign would eliminate their most effective means of communication to their patrons.
2. **The alleged hardship has not been directly created by any person presently having a proprietary interest in the premises.**
The trees along Washington Street were not planted by the property owners.
3. **Strict enforcement of this title would result in practical difficulties or impose exceptional hardships due to special and unusual conditions which are not generally found on other properties in the same zoning district.**
Trees along Washington Street obstruct the existing sign so that the sign cannot be read by passing motorists. The electronic messaging board sign is necessary to quickly update news and events at the Legion.
4. **The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood and will not alter the essential character.**
The proposed sign will upgrade and modernize the image of the American Legion Post 675 as well as the Village of Oswego.
5. **The proposed variation is in harmony with the spirit and intent of this ordinance.**
The proposed sign variation is in harmony with the spirit and intent of this ordinance.

Recommendation

Staff does not believe this request for variation meets the strictest interpretation of the Standards for Variations.

The proposed sign would create a more attractive condition than the current legal non-conforming one and would provide the necessary messaging feature desired by the American Legion organization. If the

Commission wishes to recommend approval of the request, staff would recommend the following conditions:

1. The electronic message board sign is permitted to change no more than once every 20 seconds and shall contain a static message with text that does that does not grow, melt, scroll, travel, roll, twinkle, snow, rotate, flash, blink, spin, wave or present any animations.
2. The electronic message board sign must maintain a uniform color in text and background and shall not display light of such intensity to cause glare or otherwise impair the vision of motorists or result in a nuisance to motorists.
3. The proposed sign shall not be located in the public right-of-way and shall be placed at minimum one foot within the property line.
4. The applicant shall provide a site plan/location map illustrating the exact location of the proposed sign to be approved by staff.

If the Commission wishes to recommend approval of the variance, a motion would need to be made to accept the findings of fact and recommend approval of:

- A. A variance to allow for an electronic messaging sign in the Downtown Sign District**
- B. A variance to allow for an electronic messaging sign that occupies more than twenty-five (25) percent of the sign area allowing for 66%**
- C. A variance to allow for a monument sign with a one-foot setback in a B-2 zoning district and in the Downtown Sign District**
- D. A variance to allow a monument sign that exceeds three and one-half (3 ½) feet in height in the Downtown Sign District to allow for 7 feet in height**
- E. A variance to allow a monument sign that exceeds ten (10) square feet in area in the Downtown Sign District to allow for 33 square feet**

at 19 W. Washington Street in Oswego, IL subject to the following conditions:

- 1. The electronic message board sign is permitted to change no more than once every 20 seconds and shall contain a static message with text that does that does not grow, melt, scroll, travel, roll, twinkle, snow, rotate, flash, blink, spin, wave or present any animations.**
- 2. The electronic message board sign must maintain a uniform color in text and background and shall not display light of such intensity to cause glare or otherwise impair the vision of motorists or result in a nuisance to motorists.**
- 3. The proposed sign shall not be located in the public right-of-way and shall be placed at minimum one foot within the property line.**
- 4. The applicant shall provide a site plan/location map illustrating the exact location of the proposed sign to be approved by staff prior to building permit issuance.**

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: January 14, 2020

SUBJECT: Lot 4 Orchard Way Final Plat and Plan of PUD

ACTION REQUESTED:

An ordinance granting a Final PUD and Plat for Lot 4 of Orchard Way to allow for the development of a fast food restaurant and a multi-tenant commercial retail building located at 3439 Orchard Road, in the village of Oswego, Kendall county, Illinois.

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission recommended approval of a Final PUD and Subdivision Plat, subject to conditions, on May 9, 2019 (vote 6-0).

The Planning and Zoning Commission recommended approval of a revised request, subject to conditions, on September 5, 2019 (vote 6-1).

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
August 11, 2003	Village Board	Ordinance No. 03-82 approving a Preliminary PUD and Subdivision Plat for Orchard Way
April 26, 2004	Village Board	Ordinance No. 04-29 approving an Amendment to the Preliminary PUD and Subdivision Plat for Orchard Way to allow for revised access drives to Route 34, changes to the outlot configuration along Route 34, adjustments to the size of Lot 1 and Lot 5, and the creation of Lot 11
June 7, 2004	Village Board	Ordinance No. 04-43 approving a Final Plat of Subdivision for Orchard Way
November 22, 2004	Village Board	Ordinance No. 04-106 approving an Amendment to the Final Plat of Subdivision to allow for a roadway connection and easement from the eastern right-in/right-out access to Route 34 to the internal ring-road
January 24, 2005	Village Board	Ordinance No. 05-10 approving a correction to Ordinance No. 04-29 to correct a scrivener's error in the approved exhibit list

DEPARTMENT: Community Development

SUBMITTED BY: Natalie Zine, Planner

FISCAL IMPACT: N/A

BACKGROUND:

The 2.79-acre site is located on Lot 4 of the Orchard Way shopping center. The address is 3439 Orchard Road. The site is currently zoned B-3 Community Service and Wholesale District and is vacant pending development.

DISCUSSION:

The petitioner is requesting approval of a Final PUD and Subdivision Plat to allow for the development of a one-story, 2,850 square foot restaurant (Burger King) and a one-story 8,250 square foot multi-tenant commercial building. The proposed multi-tenant building will include five (5) tenant spaces, four (4) of which are anticipated to be occupied by retail or service users and one (1) which will be designed for a fast food restaurant with a drive-through lane.

Retail and restaurant use are considered permitted uses in the B-3 Community Service and Wholesale District. All future uses will be required to meet the requirements of the Zoning Ordinance. Sufficient parking, lighting, and landscaping have been provided on both lots.

The petitioner is also requesting a subdivision of Lot 4 Orchard Way into two parcels for each of the proposed new buildings. Lot one would be approximately 1.12 acres, or 49,536 square feet. Lot 2 would be approximately 1.65 acres, or 71,857.39 square feet.

Planning and Zoning Commission Review:

The Planning and Zoning Commission reviewed the request with a Public Hearing on May 23, 2019, continued from May 9, 2019 (staff report attached). The applicant spoke briefly about the project, no additional members of the public spoke about the item. After some discussion, the Commission recommended approval of the Final PUD and Subdivision Plat to allow for the development of a one-story restaurant and a one-story multi-tenant commercial building located on Lot 4 of Orchard Way. A motion was made to recommend approval of the request (approved 6-0) subject to the following conditions:

1. Removal of the southern wall sign for the proposed Burger King restaurant.
2. Submittal of a correct Final PUD Plan and Plat.
3. All signage on the multi-tenant commercial building shall comply with the village sign ordinance; rear signage is permitted but shall not exceed a height of two feet (2') and shall comply with all other wall sign regulations per the sign ordinance.

The Planning and Zoning Commission then reviewed revised plans submitted by the applicant for the same request on September 5, 2019 (staff report attached). The Commission recommended approval of the revised Final PUD and Plat to allow for the requested changes to the development of a one-story restaurant and a one-story multi-tenant commercial building located on Lot 4 of

Orchard Way. A motion was made to recommend approval of the request (approved 6-1) subject to the following new conditions:

1. The following plans are submitted and approved by staff: 1) Street and Traffic Identifier Plan 2) Final Master Signage Plan 3) Photometric Plan 4) Final Engineering.
2. One of the handicap parking spaces be converted to two regular spaces.
3. The western access be returned to a two-way entrance and exist with a “One Way – Do Not Enter” sign to prohibit vehicles from turning north into the site from Station Drive.
4. The drive-through and bypass lane configuration be returned to the two-lane design, with no taper at the eastern stop bar.

All previous conditions set by the Planning and Zoning Commission have been addressed by the applicant in revised plans included in this proposed ordinance, with the exception of final engineering approval by staff.

RECOMMENDATION:

Staff is recommending approval of an ordinance granting a Final PUD and Plat for Lot 4 of Orchard Way to allow for the development of a fast food restaurant and a multi-tenant commercial retail building located at 3439 Orchard Road, in the Village of Oswego, Kendall county, Illinois, subject to staff approval of final engineering plans.

ATTACHMENTS:

Ordinance

Exhibit A – Legal Description

Exhibit B – Location Map

Exhibit C – Orchard Plaza Final Plan of PUD

Exhibit D – Orchard Plaza Final Plat of PUD

Exhibit E – Orchard Plaza Landscape Plan

Exhibit F – Burger King Elevations

Exhibit G – Retail Building Elevations

PZC Staff Report May 23, 2019

PZC Staff Report September 5, 2019

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

ORDINANCE NO. 20 -- ____

**AN ORDINANCE GRANTING A FINAL PUD AND PLAT FOR LOT 4 OF ORCHARD WAY TO
ALLOW FOR THE DEVELOPMENT OF A FAST FOOD RESTAURANT AND A MULTI-
TENANT COMMERCIAL RETAIL BUILDING LOCATED AT 3439 ORCHARD ROAD, IN
THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Orchard Way Lot 4 Final PUD and Plat – “Orchard Plaza” – 3439 Orchard Road)

**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 pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on _____, 2020.

ORDINANCE NO. 20 -- __

AN ORDINANCE GRANTING A FINAL PUD AND PLAT FOR LOT 4 OF ORCHARD WAY TO ALLOW FOR THE DEVELOPMENT OF A FAST FOOD RESTAURANT AND A MULTI-TENANT COMMERCIAL RETAIL BUILDING LOCATED AT 3439 ORCHARD ROAD, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Orchard Way Lot 4 Final PUD and Plat – “Orchard Plaza” – 3439 Orchard Road)

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 Preliminary PUD and Subdivision Plat was approved on August 11, 2003 by Ordinance No. 03-82 (Document No. 200400015854); and

WHEREAS, the Amendment to the Preliminary PUD and Subdivision Plat was approved on April 26, 2004 by Ordinance No. 04-29 (Document No. 20050003210); and

WHEREAS, the Final Subdivision Plat was approved on June 7, 2004 by Ordinance No. 04-43 (Document No. 200400026144); and

WHEREAS, the Amendment to the Final Subdivision Plat was approved on November 22, 2004 by Ordinance No. 04-106 (Document No. 200400035077); and

WHEREAS, the correction for a scrivener’s error was approved on January 24, 2005 by Ordinance No. 05-10 (Document No. 200500003211); and

WHEREAS, the petitioner, **KV & Sons LLC Oswego2**, has submitted an application for a Final PUD and Subdivision Plat to allow for the development of a fast food restaurant and a multi-tenant commercial building on Lot 4 of Orchard Way; and

WHEREAS, the Planning and Zoning Commission reviewed the request at a Public Hearing on May 23, 2019, continued from a meeting on May 9, 2019; and

WHEREAS, the Planning and Zoning Commission reviewed revised plans for the request on September 5, 2019; and

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

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

Section 1: That the recitals set forth above are incorporated here by reference, and the application for an ordinance granting a Final PUD and Plat for Lot 4 of Orchard Way to allow for the development of a fast food restaurant and a multi-tenant commercial retail building located at 3439 Orchard Road, in the Village of Oswego, Kendall county, Illinois, is approved subject to staff approval of final engineering plans 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 made a part hereof, identified and enumerated on the following exhibits:

Exhibit A – Legal description

Exhibit B – Location Map

Exhibit C – Orchard Plaza Final Plan of PUD

Exhibit D – Orchard Plaza Final Plat of PUD

Exhibit E – Orchard Plaza Landscape Plan

Exhibit F – Burger King Elevations

Exhibit G – Retail Building Elevations

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

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

DRAFT

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE

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

AN ORDINANCE GRANTING A FINAL PUD AND PLAT FOR LOT 4 OF ORCHARD WAY TO ALLOW FOR THE DEVELOPMENT OF A FAST FOOD RESTAURANT AND A MULTI-TENANT COMMERCIAL RETAIL BUILDING LOCATED AT 3439 ORCHARD ROAD, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Orchard Way Lot 4 Final PUD and Plat – “Orchard Plaza” – 3439 Orchard Road)

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the ____ day of _____, 2020, approved by the Village President on the ____ day of ____ 2020 and thereafter published in pamphlet form.

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Exhibit "A"
Legal Description

ORCHARD PLAZA P.U.D. BEING A RESUBDIVISION OF LOT 4 IN ORCHARD WAY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2004 AS INSTRUMENT NUMBER 200400026145, IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

Commonly known as: 3439 Orchard Road

DRAFT

3439 Orchard Rd.



Date Printed: 1/8/2020



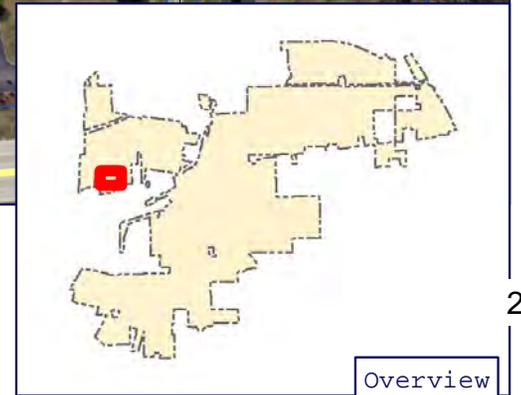
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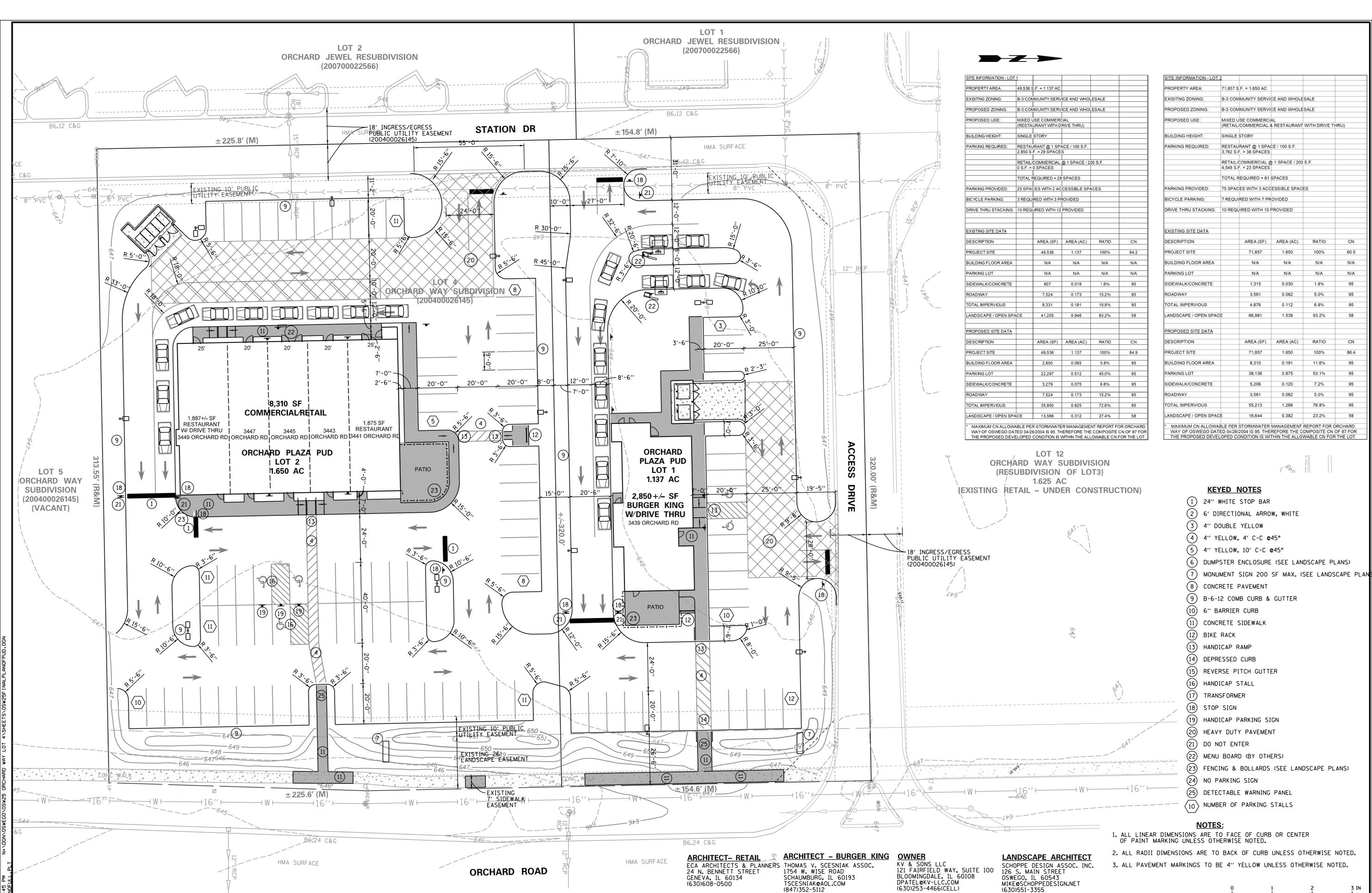
Feet



The requested map will be created for study purposes only. Please refer to the official recorded plats or deeds for the actual legal descriptions and property dimensions. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by the Village of Oswego or its employees. This work is protected by the United States Copyright Act of 1976 (17 U.S.C. Sec101 et seq). You are not permitted to use and/or reproduce any part of a copyrighted work of the Village of Oswego in violation of Federal Copyright Law. Doing so may result in prosecution under such law. If you wish to use property in which the Village of Oswego owns a copyright, you must obtain written permission through the Community Development Department in the Village of Oswego, located at 100 Parkers Mill, Oswego, Illinois 60543.



Overview



SITE INFORMATION - LOT 1

PROPERTY AREA:	49,536 S.F. = 1.137 AC
EXISTING ZONING:	B-3 COMMUNITY SERVICE AND WHOLESALE
PROPOSED ZONING:	B-3 COMMUNITY SERVICE AND WHOLESALE
PROPOSED USE:	MIXED USE COMMERCIAL (RESTAURANT WITH DRIVE THRU)
BUILDING HEIGHT:	SINGLE STORY
PARKING REQUIRED:	RESTAURANT @ 1 SPACE / 100 S.F. 2,850 S.F. = 29 SPACES
	RETAIL COMMERCIAL @ 1 SPACE / 200 S.F. 0 S.F. = 0 SPACES
	TOTAL REQUIRED = 29 SPACES
PARKING PROVIDED:	25 SPACES WITH 2 ACCESSIBLE SPACES
BICYCLE PARKING:	3 REQUIRED WITH 3 PROVIDED
DRIVE THRU STACKING:	10 REQUIRED WITH 12 PROVIDED

EXISTING SITE DATA

DESCRIPTION	AREA (SF)	AREA (AC)	RATIO	CN
PROJECT SITE	49,536	1.137	100%	64.2
BUILDING FLOOR AREA	N/A	N/A	N/A	N/A
PARKING LOT	N/A	N/A	N/A	N/A
SIDEWALK/CONCRETE	807	0.019	1.6%	95
ROADWAY	7,524	0.173	15.2%	95
TOTAL IMPERVIOUS	8,331	0.191	18.8%	95
LANDSCAPE / OPEN SPACE	41,205	0.946	83.2%	58

PROPOSED SITE DATA

DESCRIPTION	AREA (SF)	AREA (AC)	RATIO	CN
PROJECT SITE	49,536	1.137	100%	84.9
BUILDING FLOOR AREA	2,850	0.065	5.8%	95
PARKING LOT	22,297	0.512	45.0%	95
SIDEWALK/CONCRETE	3,279	0.075	6.6%	95
ROADWAY	7,524	0.173	15.2%	95
TOTAL IMPERVIOUS	35,950	0.825	72.8%	95
LANDSCAPE / OPEN SPACE	13,586	0.312	27.4%	58

SITE INFORMATION - LOT 2

PROPERTY AREA:	71,857 S.F. = 1.650 AC
EXISTING ZONING:	B-3 COMMUNITY SERVICE AND WHOLESALE
PROPOSED ZONING:	B-3 COMMUNITY SERVICE AND WHOLESALE
PROPOSED USE:	MIXED USE COMMERCIAL (RETAIL/COMMERCIAL & RESTAURANT WITH DRIVE THRU)
BUILDING HEIGHT:	SINGLE STORY
PARKING REQUIRED:	RESTAURANT @ 1 SPACE / 100 S.F. 3,762 S.F. = 38 SPACES
	RETAIL COMMERCIAL @ 1 SPACE / 200 S.F. 4,548 S.F. = 23 SPACES
	TOTAL REQUIRED = 61 SPACES
PARKING PROVIDED:	75 SPACES WITH 3 ACCESSIBLE SPACES
BICYCLE PARKING:	7 REQUIRED WITH 7 PROVIDED
DRIVE THRU STACKING:	10 REQUIRED WITH 10 PROVIDED

EXISTING SITE DATA

DESCRIPTION	AREA (SF)	AREA (AC)	RATIO	CN
PROJECT SITE	71,857	1.650	100%	60.5
BUILDING FLOOR AREA	N/A	N/A	N/A	N/A
PARKING LOT	N/A	N/A	N/A	N/A
SIDEWALK/CONCRETE	1,315	0.030	1.8%	95
ROADWAY	3,561	0.082	5.0%	95
TOTAL IMPERVIOUS	4,876	0.112	6.8%	95
LANDSCAPE / OPEN SPACE	66,981	1.538	93.2%	58

PROPOSED SITE DATA

DESCRIPTION	AREA (SF)	AREA (AC)	RATIO	CN
PROJECT SITE	71,857	1.650	100%	86.4
BUILDING FLOOR AREA	8,310	0.191	11.6%	95
PARKING LOT	38,136	0.875	53.1%	95
SIDEWALK/CONCRETE	5,206	0.120	7.2%	95
ROADWAY	3,561	0.082	5.0%	95
TOTAL IMPERVIOUS	55,213	1.268	76.8%	95
LANDSCAPE / OPEN SPACE	16,644	0.382	23.2%	58

LOT 12
ORCHARD WAY SUBDIVISION
 (RESUBDIVISION OF LOT 3)
 1.625 AC
 (EXISTING RETAIL - UNDER CONSTRUCTION)

- KEYED NOTES**
- 1 24" WHITE STOP BAR
 - 2 6" DIRECTIONAL ARROW, WHITE
 - 3 4" DOUBLE YELLOW
 - 4 4" YELLOW, 4' C-C @45°
 - 5 4" YELLOW, 10' C-C @45°
 - 6 DUMPSTER ENCLOSURE (SEE LANDSCAPE PLANS)
 - 7 MONUMENT SIGN 200 SF MAX. (SEE LANDSCAPE PLANS)
 - 8 CONCRETE PAVEMENT
 - 9 B-6-12 COMB CURB & GUTTER
 - 10 6" BARRIER CURB
 - 11 CONCRETE SIDEWALK
 - 12 BIKE RACK
 - 13 HANDICAP RAMP
 - 14 DEPRESSED CURB
 - 15 REVERSE PITCH GUTTER
 - 16 HANDICAP STALL
 - 17 TRANSFORMER
 - 18 STOP SIGN
 - 19 HANDICAP PARKING SIGN
 - 20 HEAVY DUTY PAVEMENT
 - 21 DO NOT ENTER
 - 22 MENU BOARD (BY OTHERS)
 - 23 FENCING & BOLLARDS (SEE LANDSCAPE PLANS)
 - 24 NO PARKING SIGN
 - 25 DETECTABLE WARNING PANEL
 - 10 NUMBER OF PARKING STALLS

- NOTES:**
1. ALL LINEAR DIMENSIONS ARE TO FACE OF CURB OR CENTER OF PAINT MARKING UNLESS OTHERWISE NOTED.
 2. ALL RADII DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 3. ALL PAVEMENT MARKINGS TO BE 4" YELLOW UNLESS OTHERWISE NOTED.

This drawing shall not be used nor reproduced either wholly or in part except when authorized by the engineer - Rempe-Sharp

ACTION	NAME	No.	Date	Revisions	By
Design	B.J.A.		12/24/19	PER 12-5-19 VILLAGE COMMENTS	BJA
Drawn	G.R.		09/16/19	PER PLANNING & ZONING COMMENTS	BJA
Checked	J.B.				

ENGINEER:
REMPE-SHARPE CONSULTING ENGINEERS
 IL P.D.F. LICENSE NO. 184-000895
 324 WEST STATE STREET - GENEVA, ILLINOIS 60134
 Telephone (630) 232-0827 - Fax (630) 232-1829

ARCHITECT - RETAIL
 ECA ARCHITECTS & PLANNERS
 24 N. BENNETT STREET
 GENEVA, IL 60134
 (630)608-0500

ARCHITECT - BURGER KING OWNER
 THOMAS V. SCESNIAK ASSOC.
 1754 W. WISE ROAD
 SCHAUMBURG, IL 60193
 TSCESNIAK@AOL.COM
 (847)352-5112

LANDSCAPE ARCHITECT
 SCHOPPE DESIGN ASSOC. INC.
 126 S. MAIN STREET
 OSWEGO, IL 60543
 MIKE@SCHOPPEDESIGN.NET
 (630)551-3355

PROJECT
 ORCHARD PLAZA PUD
 LOT 1 & 2 COMMERCIAL
 OSWEGO, ILLINOIS

SHEET TITLE
 ORCHARD PLAZA
 FINAL PLAN OF P.U.D.

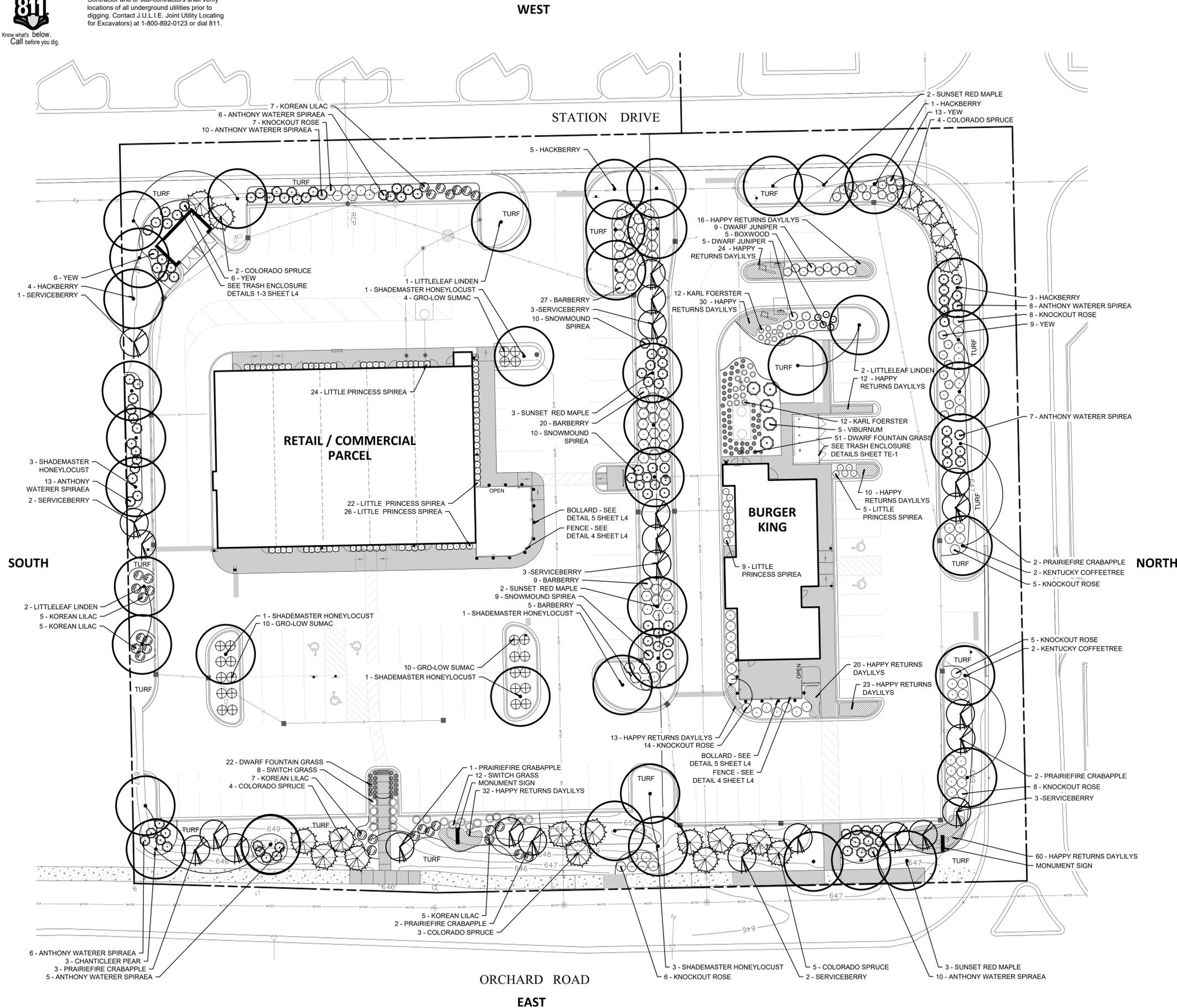
SCALE	PROJECT NO.	SHEET
1"=20'	OSW-25	No. 1
	DATE	Of 211
	08/09/19	1

UTILITY LOCATION NOTICE



Contractor and/or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. Joint Utility Locating for Excavators at 1-800-892-0123 or dial 811.

Know what's below. Call before you dig.



MATERIAL LIST

Description	Qty.	Unit	Size
SHADE TREES			
<i>Acer rubrum</i> 'Red Sunset'	10	Each	2.0 Gal.
Red Sunset Red Maple			
<i>Celtis occidentalis</i>	13	Each	2.0 Gal.
Hackberry			
<i>Gleditsia tricanthos</i> v. <i>inermis</i> 'Shademaster'	10	Each	2.0 Gal.
Shademaster Honeylocust			
<i>Gymnocladus dioica</i>	4	Each	2.0 Gal.
Kentucky Coffeetree			
<i>Pyrus calleryana</i> 'Chanticleer'	3	Each	2.0 Gal.
Chanticleer Pear			
<i>Tilia cordata</i> 'varieties'	5	Each	2.0 Gal.
Littleleaf Linden			
Total Shade Trees:	45		
UNDERSTORY TREES			
<i>Amelanchier canadensis</i> 'varieties'	14	Each	6' HGT
Serviceberry			
<i>Malus</i> 'Prairifire'	10	Each	6' HGT
Prairifire Crabapple			
Total Understory Trees:	24		
EVERGREEN TREES			
<i>Picea pungens</i>	18	Each	6' HGT
Colorado Green Spruce			
Total Evergreen Trees:	18		
DECIDUOUS SHRUBS			
<i>Berberis thunbergii</i> 'Atropurpurea Nano'	61	Each	18" HGT
Crimson Pygmy Barberry			
<i>Rhus aromatica</i> 'Gro-Low'	24	Each	18" HGT
Grow Low Sumac			
<i>Rosa</i> 'Knockout'	53	Each	24" HGT
Knockout Rose			
<i>Spiraea japonica</i> 'Anthony Waterer'	65	Each	24" HGT
Anthony Waterer Spirea			
<i>Spiraea japonica</i> 'Little Princess'	86	Each	18" HGT
Little Princess Spirea			
<i>Spiraea nipponica</i>	29	Each	18" HGT
Snow Mound Spirea			
<i>Syringa meyeri</i> 'Palibin'	29	Each	24" HGT
Dwarf Korean Lilac			
<i>Viburnum lantana</i> 'Mohican'	5	Each	6' HGT
Mohican Viburnum			
Total Deciduous Shrubs:	352		
EVERGREEN SHRUBS			
<i>Buxus</i> x 'Green Mound'	5	Each	24" SPRD
Green Mound Boxwood			
<i>Juniperus chinensis</i> 'Kallay's Compact'	14	Each	24" SPRD
Kallay's Compact Pfitzer Juniper			
<i>Taxus x media</i> 'Everlow'	34	Each	24" SPRD
Everlow Yew			
Total Evergreen Shrubs:	53		
PERENNIALS & GROUNDCOVERS			
<i>Hemerocallis</i> 'Happy Returns'	240	Each	1 GAL
Happy Returns Daylily			
Total Perennials & GC:	240		
ORNAMENTAL GRASSES			
<i>Calamagrostis acutiflora</i> 'Karl Foerster'	24	Each	3 GAL
Karl Foerster Feather Reed Grass			
<i>Pennisetum alopecuroides</i> 'Hameln'	73	Each	1 GAL
Hameln Dwarf Fountain Grass			
<i>Panicum virgatum</i> 'Shenandoah'	20	Each	3 GAL
Shenandoah Switch Grass			
Total Ornamental Grasses:	117		
TURF SEED, MULCH & MISC.			
Turf	2,000	Sq. Yd.	

DIVERSITY CHART

Description	Total Species	Quantity	Percentage
Shade Trees			
<i>Acer rubrum</i> 'Red Sunset'	1	17%	
<i>Celtis occidentalis</i>	1	17%	
<i>Gleditsia tricanthos</i> v. <i>inermis</i> 'Shademaster'	1	17%	
<i>Gymnocladus dioica</i>	1	17%	
<i>Pyrus calleryana</i> 'Chanticleer'	1	17%	
<i>Tilia cordata</i> 'varieties'	1	17%	
Total	6	100%	

GENERAL NOTES

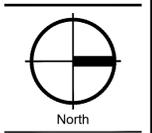
- Base information by Rempe-Sharp (email) dated October 29, 2019.
- Contractor and/or sub-contractors shall verify locations of all underground utilities prior to digging. Contact J.U.L.I.E. (Joint Utility Locating for Excavators) at 1-800-892-0123 or dial 811.
- Verify site conditions and information on drawings. Promptly report any concealed conditions, mistakes, discrepancies, or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or extra work required to correct unreported discrepancies.
- Secure and pay for permits, fees and inspections necessary for the proper execution of this work. Comply with codes applicable to this work.
- Any and all materials are quantified and summarized for the convenience of the Owner and jurisdictional agencies. Confirm and install sufficient quantities to complete the work as drawn. No additional payments will be made for materials required to complete the work as drawn.

Prepared By: **sda**
 Schoppe Design Associates, Inc.
 LAND PLANNING & LANDSCAPE ARCHITECTURE
 126 S. Main Street
 Oswego, IL 60453
 P: 630.551.1639
 F: 630.551.1639
 schoppe@design.net

Prepared For: **DIPAK PATEL**
OSWEGO, ILLINOIS

Project Name: **ORCHARD WAY - LOT 4**
 Oswego, Illinois

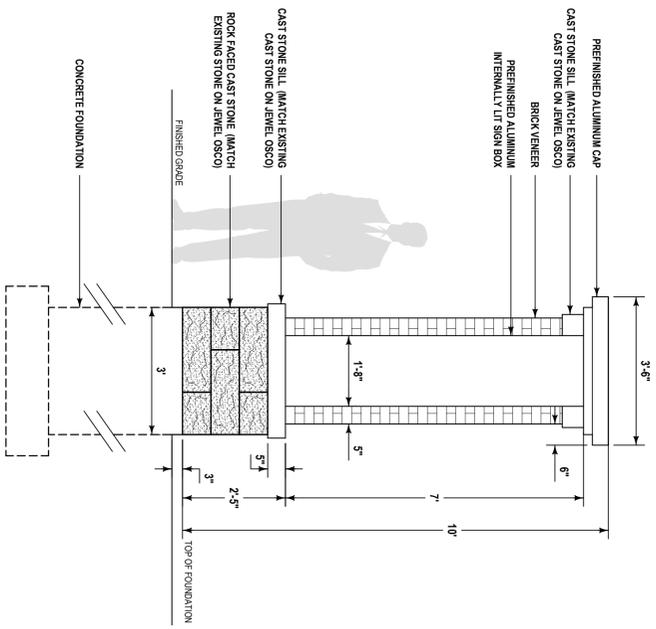
Sheet Name: **LANDSCAPE PLAN**



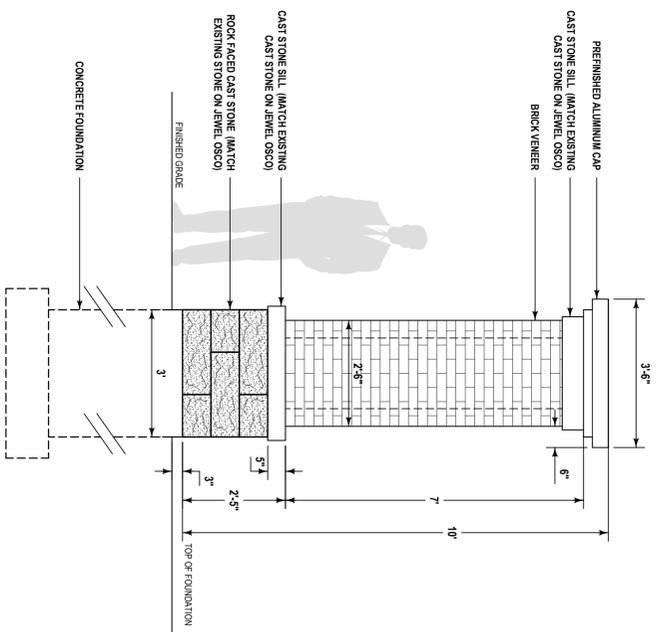
Revisions
 4. 2019-12-17 REVISED PER VILLAGE COMMENTS
 3. 2019-10-30 REVISED PER VILLAGE COMMENTS
 2. 2019-08-15 REVISED PER CLIENT COMMENTS
 1. 2019-05-01 RESUBMITTAL TO VILLAGE
 0. 2019-03-13 ISSUED FOR CLIENT REVIEW

Date: 2019-03-13
 Scale: 1"=20'
 Job #: 351.002.03
 Drawn: C.Funkhouser
 File #: 351.002_FSIP.06.dwg

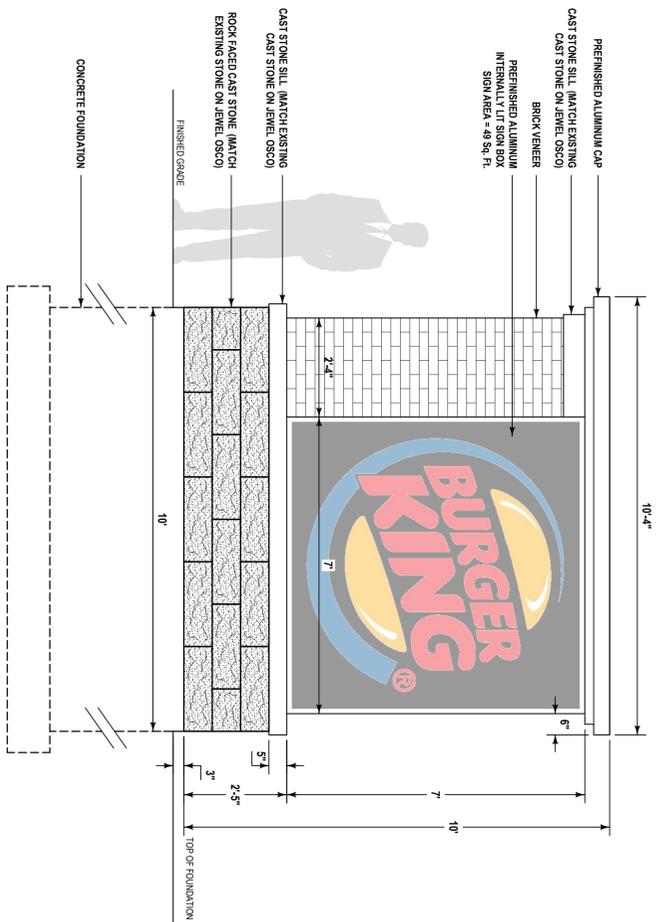
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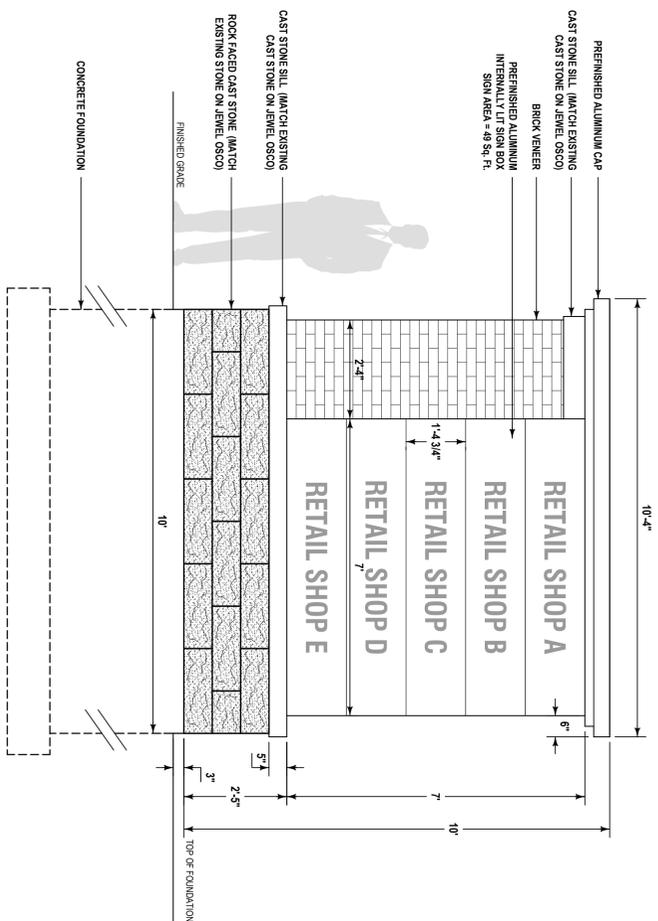
4 SIDE ELEVATION
SCALE: 1/2" = 1'-0"



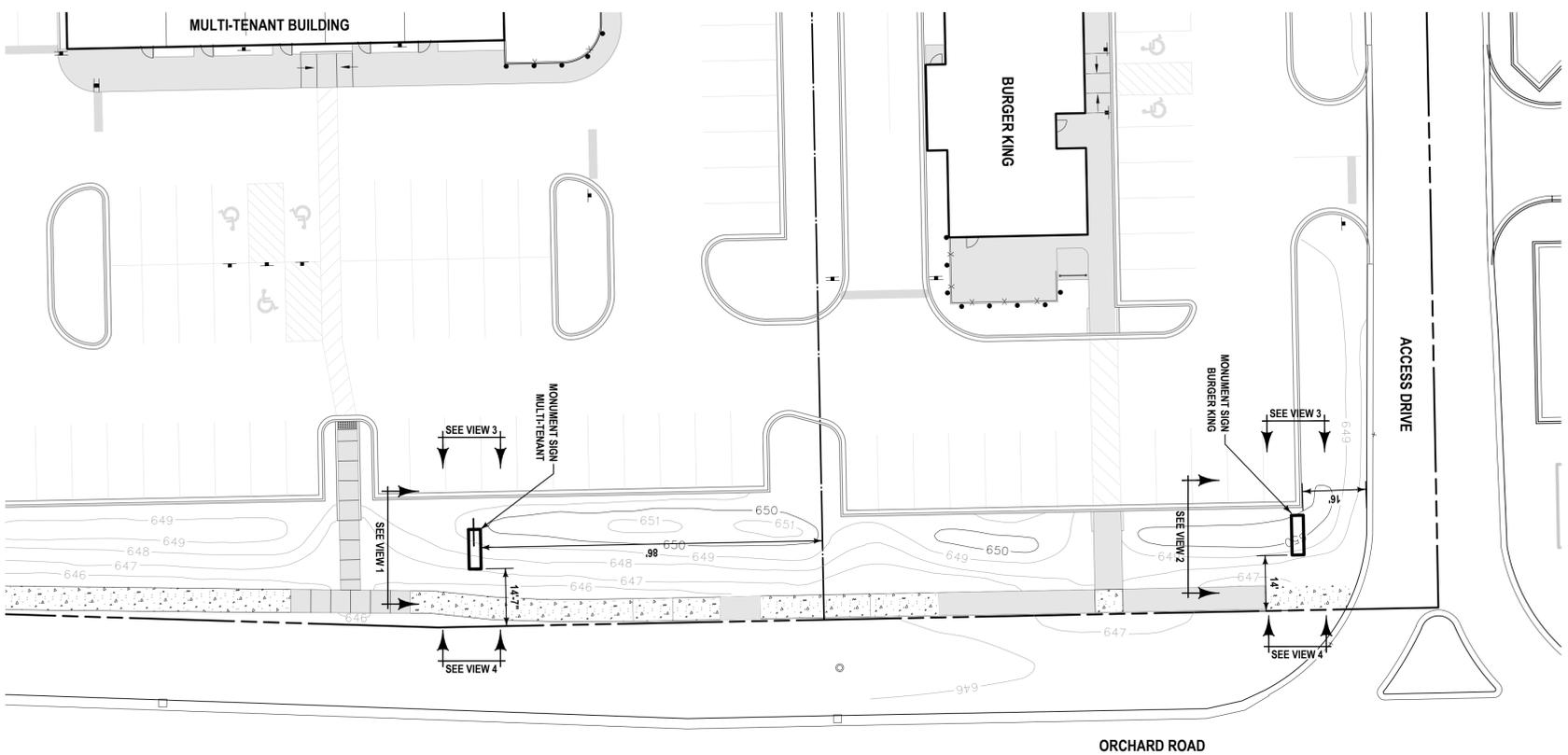
3 SIDE ELEVATION
SCALE: 1/2" = 1'-0"



2 BURGER KING SIGN - FRONT & BACK ELEVATION
SCALE: 1/2" = 1'-0"



1 MULTI-TENANT SIGN - FRONT & BACK ELEVATION
SCALE: 1/2" = 1'-0"



A LAYOUT
SCALE: 1" = 20'-0"

Revisions	Date	By	Check
1.	2019-08-15	ISSUED FOR PERMITS	AS NOTED
2.	2019-08-15	ISSUED FOR PERMITS	AS NOTED
3.	2019-08-15	ISSUED FOR PERMITS	AS NOTED
4.	2019-08-15	ISSUED FOR PERMITS	AS NOTED

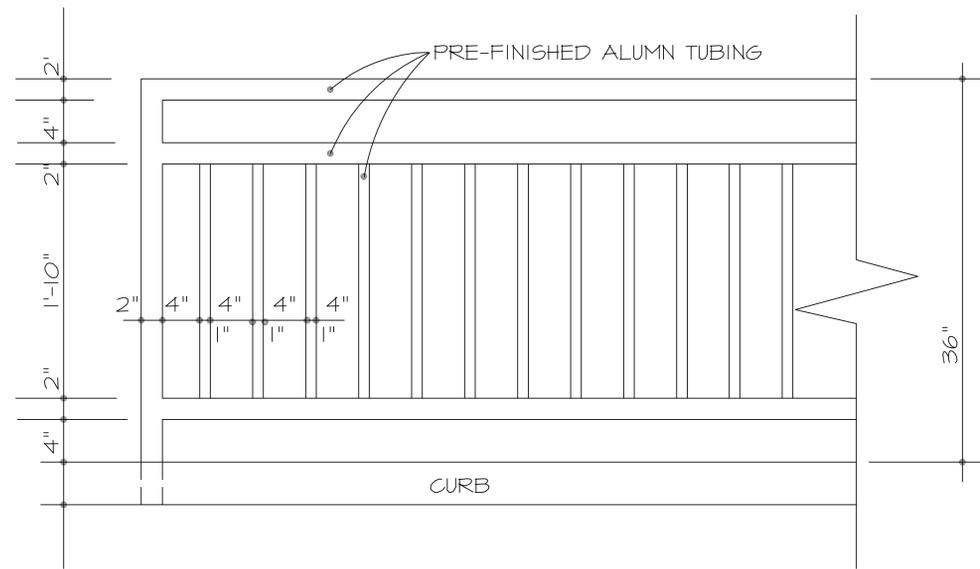
Sheet Name:
SIGN PLAN

Project Name:
ORCHARD WAY - LOT 4
Oswego, Illinois

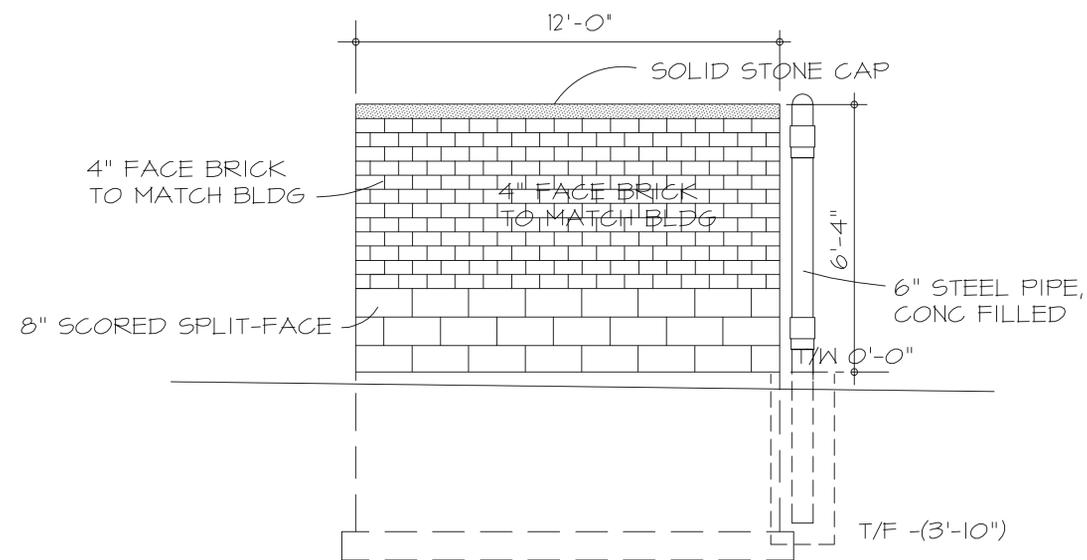
Prepared For:
DIPAK PATEL
OSWEGO, ILLINOIS

Prepared By:
sda
Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

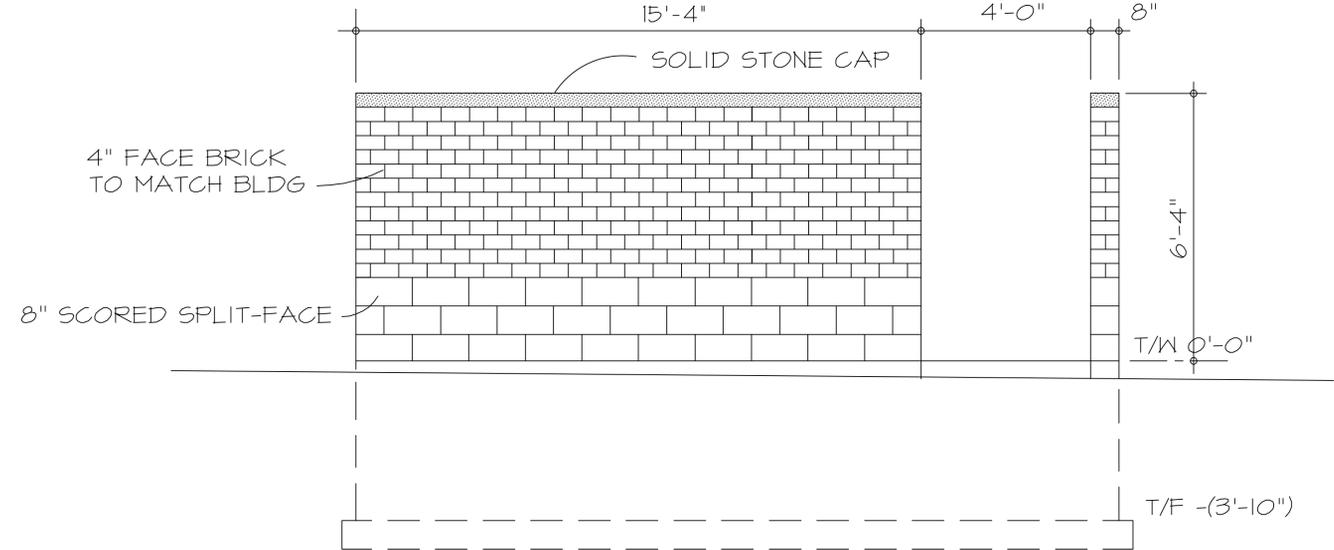
126 S. Main Street
Oswego, IL 60543
P: 630 551-3355
F: 630 551-3639
schoppesign.net



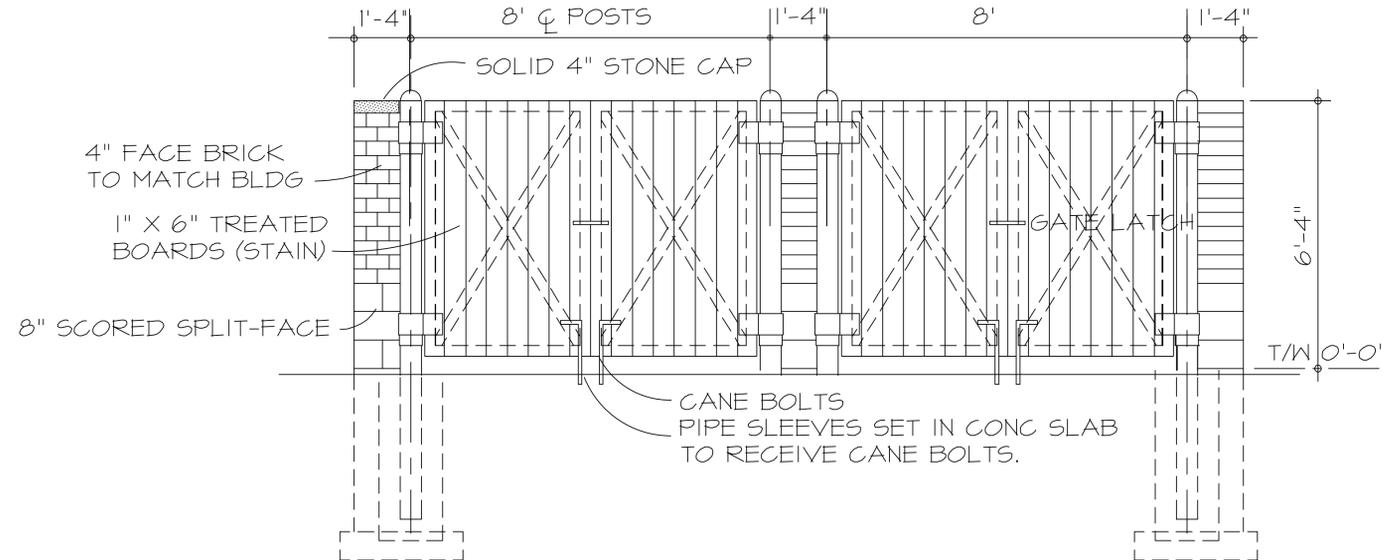
4 FENCE
SCALE: 1/2" = 1'-0"



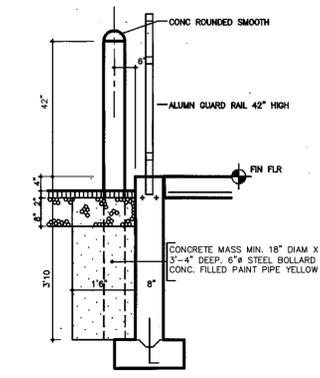
2 MULTI-TENANT TRASH ENCLOSURE - SIDE ELEV.
SCALE: 1/2" = 1'-0"



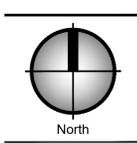
3 MULTI-TENANT TRASH ENCLOSURE - REAR ELEV.
SCALE: 1/2" = 1'-0"



1 MULTI-TENANT TRASH ENCLOSURE - GATE ELEVATION
SCALE: 1/2" = 1'-0"



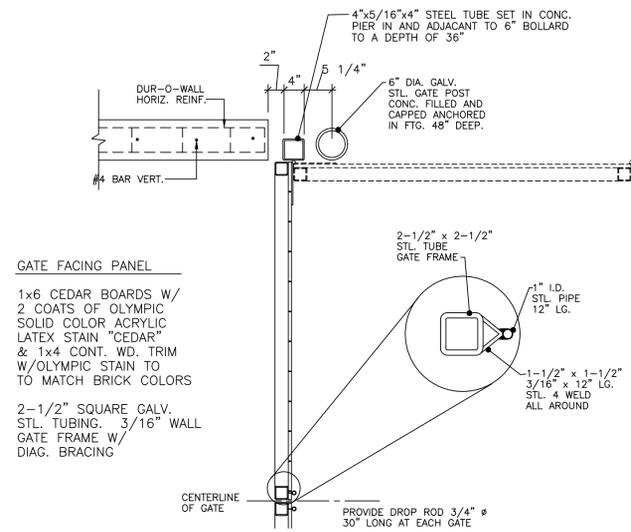
5 BOLLARD
SCALE: 1/2" = 1'-0"



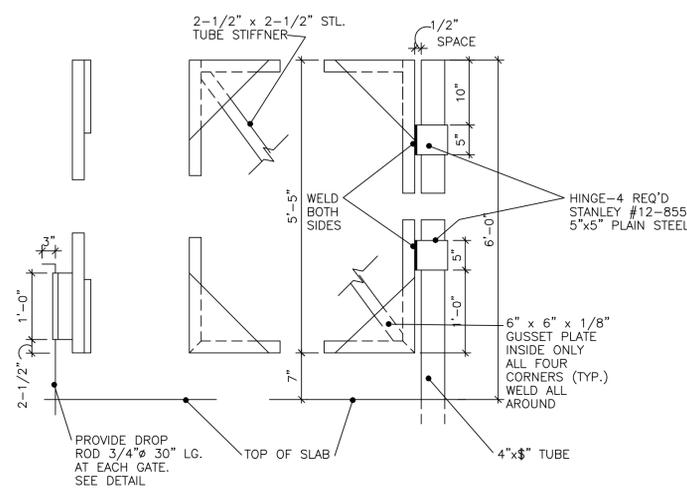
Revisions

1.	
2.	2019-12-17 REVISED PER VILLAGE COMMENTS
3.	2019-08-15 ISSUED FOR VILLAGE APPROVAL
4.	2019-03-12 ISSUED FOR CLIENT REVIEW

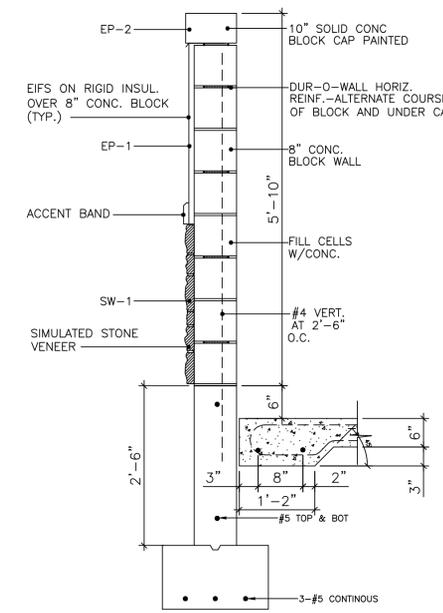
Date: 2019-03-11
Scale: AS NOTED
Job #: 351.002.03
Drawn: C.Funkhouser
File #: 351.001_FSIP-DTL00.dwg



PART. PLAN @ GATE FRAME DETAIL
SCALE 3/4" = 1'-0"

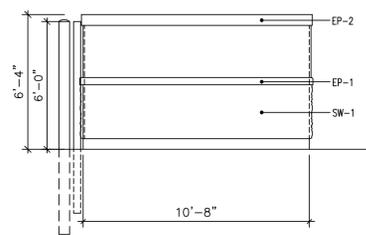


PART. GATE SECTION
N.T.S.

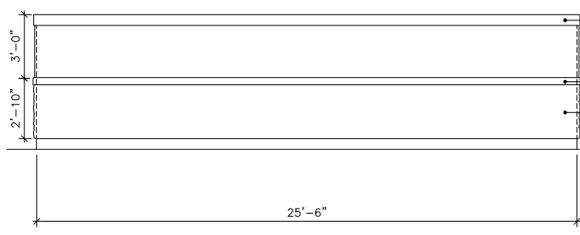


SECTION "A-A"
N.T.S.

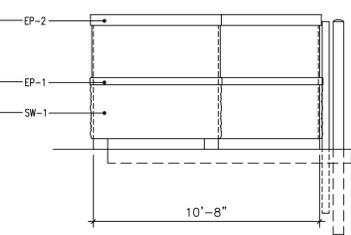
- NOTES:**
1. CULTURED STONE AND STUCCO FINISH ON 8" CONC. BLOCK WALL TO MATCH BUILDING SEE SECTION "A-A" FOR DETAILS.
 2. 6" CONC. SLAB W/6"x6" W2. 9XW2.9 W.W.F.
 3. TYP. WALL FTG. 10"x16" CONT. W/2#5 BOT. REINF.
 4. 6" CONC. APRON W/#4 BARS 16" O.C. BOTH WAYS.
 5. FOR SLAB FINISHED GRADES SEE GRADING PLAN.
 6. ALL STEEL FINISHES ARE TO BE PAINTED TO MATCH BUILDING COLORS.
 7. ALL WOOD FOR GATES IS TO BE THRU-BOLTED TO TUBE FRAME WITH 3/8" GALV. BOLTS AND HARDWARE.



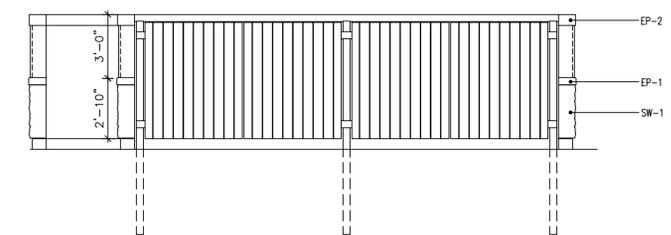
TRASH ENCL. RIGHT SIDE ELEV.
1/4" = 1'-0"



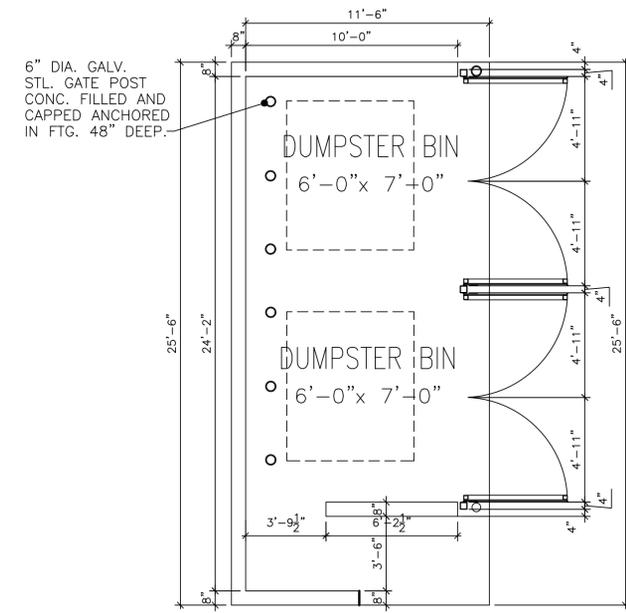
TRASH ENCL. REAR ELEV.
1/4" = 1'-0"



TRASH ENCL. LEFT SIDE ELEV.
1/4" = 1'-0"



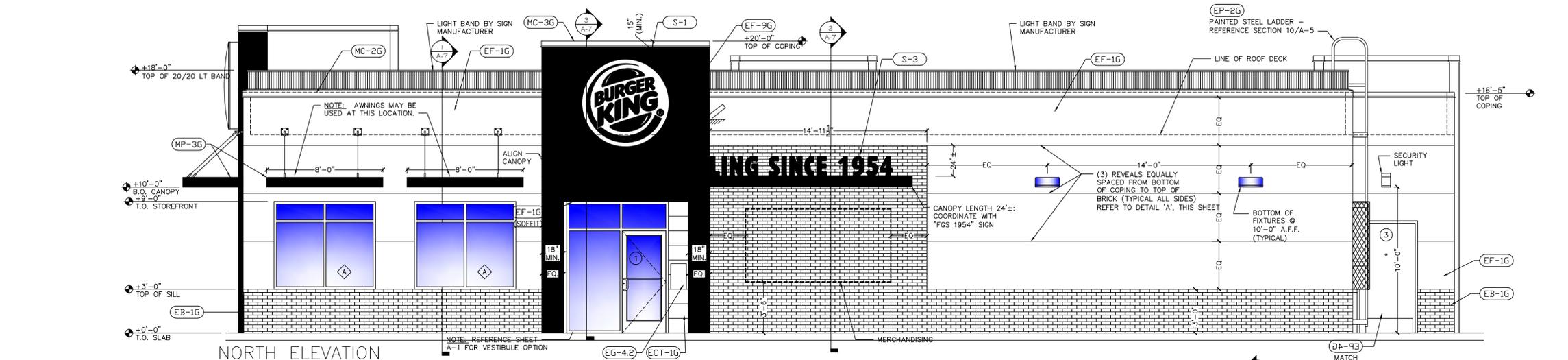
TRASH ENCL. FRONT ELEV.
1/4" = 1'-0"



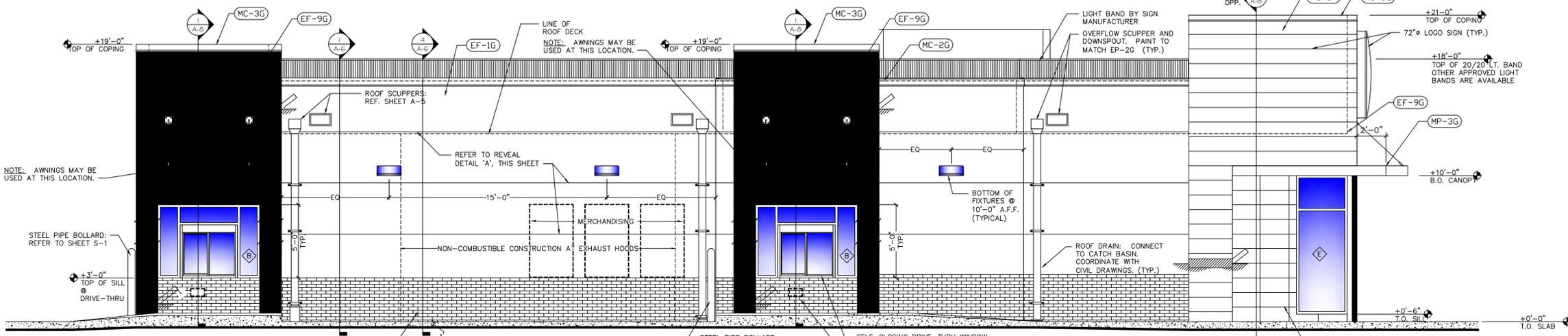
PLAN @ TRASH ENCLOSURE
SCALE: 1/4" = 1'-0"



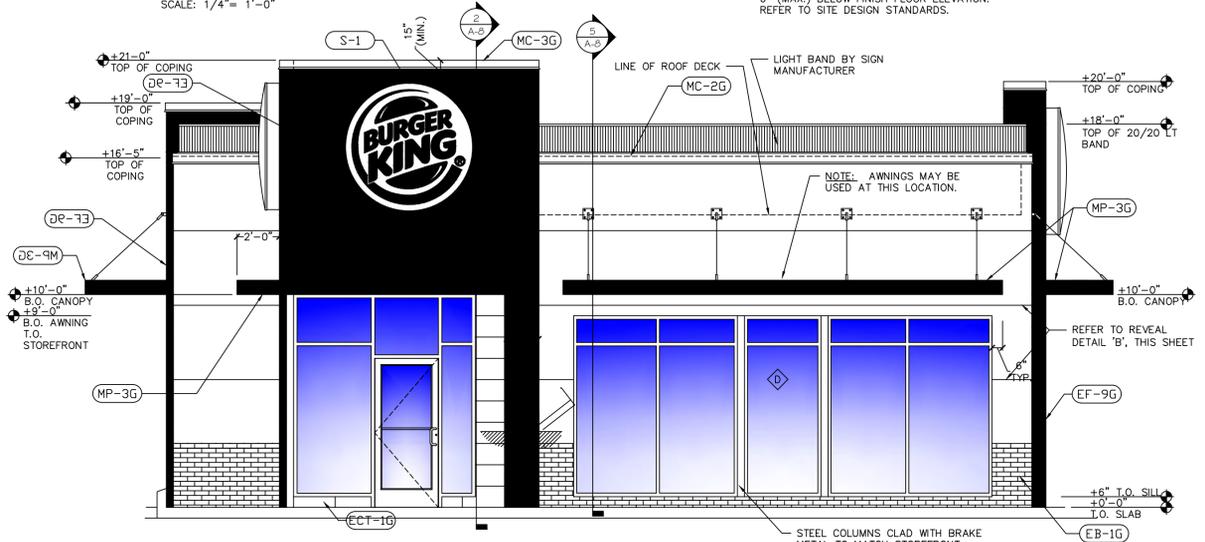
PROJ. NO.: 1607	DATE: 06.08.2016	DRAWN BY: TVS	CHECK BY: TVS	NO. REVISION	DATE	BY
This drawing is copyrighted and is the sole property of Thomas V. Scesniak, Architects, Planners, Engineers or the information contained in it is forbidden without the written permission of the copyright holder. All rights reserved. Unauthorized use will be prosecuted to the fullest extent of the law.						
TE-1 Sheet No:						



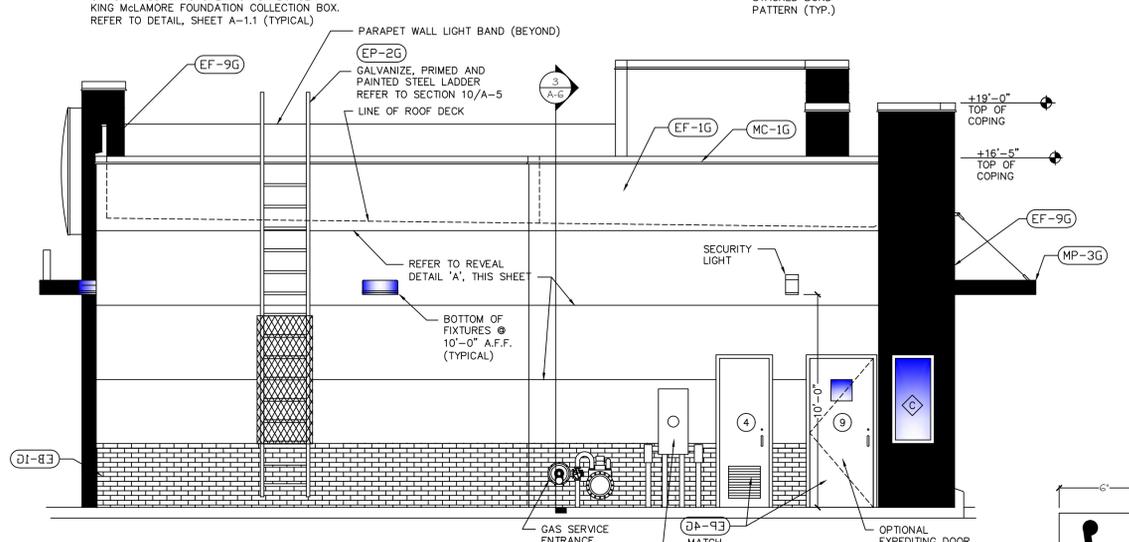
NORTH ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



EAST ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"

NOTE:
(EF-9G) - INSTALL PER MANUFACTURER'S SPECIFICATIONS. VERTICAL SEAMS SHALL BE MINIMIZED. ALL SPANS OF 10' OR MORE SHALL HAVE VERTICAL CAULKED SEAMS ALIGNED IN THE CENTER OF THE ARCHON





The exterior material is a combination of "Nichiha" cement panels, simulated brick and smooth panels, and EFIS.







COMMUNITY DEVELOPMENT DEPARTMENT

100 Parkers Mill, Oswego, IL 60543
630-554-3622 • www.oswegoil.org

STAFF REPORT

DATE: April 30, 2019

TO: Chairman and Planning and Zoning Commission

FROM: Natalie Zine, Planner/Rod Zenner, Community Development Director

SUBJECT: Staff Report for the May 23, 2019 Special Planning & Zoning Commission Meeting
 Lot 4 of Orchard Way
 3439 Orchard Road
 Final PUD & Subdivision Plat
 Project #1035.19

Applicant

KV & Sons LLC, Oswego2

Requested Action

The petitioner is requesting approval of a Final PUD and Subdivision Plat to allow for the development of a one-story, 2,850 square foot restaurant and a one-story 8,250 square foot multi-tenant commercial building located on Lot 4 of Orchard Way.

Controlling Agreements

Date	Action
August 11, 2003	Ordinance No. 03-82 approving a Preliminary PUD and Subdivision Plat for Orchard Way
April 26, 2004	Ordinance No. 04-29 approving an Amendment to the Preliminary PUD and Subdivision Plat for Orchard Way to allow for revised access drives to Route 34, changes to the outlot configuration along Route 34, adjustments to the size of Lot 1 and Lot 5, and the creation of Lot 11
June 7, 2004	Ordinance No. 04-43 approving a Final Plat of Subdivision for Orchard Way
November 22, 2004	Ordinance No. 04-106 approving an Amendment to the Final Plat of Subdivision to allow for a roadway connection and easement from the eastern right-in/right-out access to Route 34 to the internal ring-road
January 24, 2005	Ordinance No. 05-10 approving a correction to Ordinance No. 04-29 to correct a scrivener's error in the approved exhibit list

Location, Existing Zoning and Land Use

The 2.79-acre site is located on Lot 4 of the Orchard Way shopping center. The address is 3439 Orchard Road. The site is currently zoned B-3 Community Service and Wholesale District and is vacant pending development.

Surrounding Zoning and Land Uses

NORTH: B-3 Commercial Service and Wholesale District – Future Commercial Building
SOUTH: B-3 Commercial Service and Wholesale District – Vacant land pending development
EAST: B-3 Commercial Service and Wholesale District – Vacant land pending development
WEST: B-3 Commercial Service and Wholesale District – Retail (Jewel)

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 approval of a Final PUD to allow for the development of a one-story restaurant use and a one-story multi-tenant commercial building on Lot 4 of Orchard Way. The proposed multi-tenant building will include five (5) tenant spaces, four (4) of which are anticipated to be occupied by retail or service users and one (1) which will be designed for a fast food restaurant with a drive-through lane. Retail and restaurant uses are considered permitted uses in the B-3 Community Service and Wholesale District. All future uses will be required to meet the requirements of the Zoning Ordinance. The petitioner is also requesting a subdivision of Lot 4 Orchard Way into two parcels for each of the proposed new buildings. Lot one would be approximately 1.12 acres, or 49,536 square feet. Lot 2 would be approximately 1.65 acres, or 71,857.39 square feet.

Site Plan

Burger King

The proposed development consists of a 2,850 square foot restaurant located within the center of the lot. Vehicular access to the site is proposed with an access to Station Drive to the west, an access off an entrance drive to the north, and a cross-access connection to the south. A Pedestrian access is provided via a stripped walkway across the parking lot to connect the building to Orchard Road. A dumpster enclosure is proposed at the northwest corner of the site.

Multi-Tenant Building

The proposed development consists of a one-story, 8,250 square foot multi-tenant commercial building located generally in the center of the lot. Vehicular access to the site is proposed from a driveway off Station Drive and cross-access to the neighboring lots to the north and south. A drive-through lane with ten (10) stacking spaces for a future fast food restaurant will extend along the west and south side of the building. The drive-through lane and adjacent drive aisle to the west will be designed for one-way traffic only.

Pedestrian access will be provided via a striped walkway across the parking lot to connect the building to the existing public sidewalk system along Orchard Road. A small 700 square foot outdoor patio for the future restaurant user is proposed at the northeast corner of the building. A dumpster enclosure is proposed at the southwest corner of the site.

Parking

Burger King

The Zoning Ordinance requires one (1) parking space per 100 square feet of floor area for restaurant uses. Code requires 28 parking spaces for the proposed restaurant. The plan indicates 28 spaces, meeting the Code requirements. Loading and deliveries will be handled at the side of the building typical to other fast food restaurant uses.

Multi-Tenant Building

The Zoning Ordinance requires one (1) parking space per 200 square feet of floor area for retail uses and one (1) parking space per 100 square feet of floor area for restaurant uses. The petitioner is proposing 74 parking spaces which would accommodate 6,500 square feet of restaurant use and 1,750 square feet of retail space. Staff believes the parking provided will provide adequate spaces for future tenants of the space.

Loading and deliveries will be handled at the rear of the building. A ten (10) foot wide area between the drive-through lane and one-way drive aisle will be striped to accommodate a loading zone for the future users. Six (6) bicycle parking spaces are proposed in the north landscape buffer, which meets Zoning Code requirements. A pedestrian walkway within the north parking lot drive aisle will be striped connecting the building to the bicycle rack area.

Building Elevations

Burger King

The proposed building will contain a stone knee wall around the base of the building. Brick towers will emphasize the entrances at the corner, the side, and the drive-up window. The remainder of the building will be a horizontal hardy board material.

The Preliminary PUD for Orchard Way provides architectural guidelines for development of the site. Specifically, the guidelines indicate that 60% of the exterior elevations contain at least 2 "Class 1" materials. Class 1 includes brick, stone, glass, stucco, copper panels, specialty concrete, architecturally precast textured concrete panels, and EFIS. The proposed materials of brick, stone, and hardy board panels are consistent with Class 1 materials as outlined in the preliminary PUD.

Multi-Tenant Building

The proposed one-story building will be constructed of brick, stone, and EIFS siding. The majority of the building will be face brick with stone knee wall base and columns to break up the façade of the building. EFIS material will be located along the top of the building. The building will be similar to the previous approved building located two lots to the north.

Awnings are proposed on the front façade over the storefront windows and entrances. According to the applicant, the awnings will be constructed of metal and will project no more than three (3) feet from the building. All rooftop and ground mechanical equipment shall be screened, either with landscaping, hidden behind the roofline, or enclosed within the building.

The Preliminary PUD for Orchard Way contains architectural guidelines that outline the exterior design standards and required building materials. As proposed, the building elevations are in general compliance with the approved architectural guidelines for Orchard Way. Staff is of the opinion that the proposed changes to the building elevations will be compatible with the adjacent buildings and surrounding shopping center design.

Landscape Plan

Burger King

Bufferyard “B” is required along the North, south, and west property lines and Bufferyard “C” is required along Orchard Road as well as foundation plantings, screening of the trash enclosure, and parking lot island landscaping. Overall 28 canopy trees, 8 understory trees, and 113 shrubs are required. Provided are 16 canopy trees, 12 understory tree, 9 evergreen trees, and 208 shrubs. Exceeding the planting requirements per Code.

Multi-Tenant Building

Bufferyard “B” is required along the North, south, and west property lines and Bufferyard “C” is required along Orchard Road as well as foundation plantings, screening of the trash enclosure, and parking lot island landscaping. Overall 38 canopy trees, 9 understory trees, and 126 shrubs are required. Provided are 27 canopy trees, 12 understory tree, 9 evergreen trees, and 207 shrubs. Exceeding the planting requirements per Code.

Signage

Burger King

The Burger King is proposing along the front (east) elevation and both the north and south sides of the building. Wall signs are allowed along elevation that face a public road or contain an entrance. Therefore, the east and north signs are allowed by Code while the sign along the southern façade is not allowed by Code. The plan also provides for a ten-foot-tall monument sign along Orchard Road.

Multi-Tenant Building

The petitioner is proposing wall signs facing Orchard Road to the east with smaller wall signs along the rear of the building facing Station Drive. A ten-foot-tall monument sign is proposed along Orchard Road.

Recommendation

Staff recommends the Planning and Zoning Commission recommend approval of the Final PUD to allow for the development of a one-story restaurant and a one-story multi-tenant commercial building located on Lot 4 of Orchard Way, subject to the following conditions:

1. Removal of the southern wall sign for the proposed Burger King restaurant.
2. Submittal of a correct Final PUD Plan and Plat.

3. All signage on the multi-tenant commercial building shall comply with the village sign ordinance; rear signage is permitted but shall not exceed a height of two feet (2') and shall comply with all other wall sign regulations per the sign ordinance.



COMMUNITY DEVELOPMENT DEPARTMENT

100 Parkers Mill, Oswego, IL 60543
630-554-3622 • www.oswegoil.org

STAFF REPORT

DATE: September 5, 2019

TO: Chairman and Planning and Zoning Commission

FROM: Natalie Zine, Planner

SUBJECT: Staff Report for the September 5, 2019 Planning & Zoning Commission Meeting
 Lot 4 of Orchard Way
 3439 Orchard Road
 Final PUD & Subdivision Plat (REVISED)
 Project #1035.19

Applicant

KV & Sons LLC, Oswego2

Requested Action

The petitioner is requesting approval of a Final PUD and Subdivision Plat to allow for the development of a one-story, 2,850 square foot restaurant and a one-story 8,250 square foot multi-tenant commercial building located on Lot 4 of Orchard Way.

Controlling Agreements

Date	Action
August 11, 2003	Ordinance No. 03-82 approving a Preliminary PUD and Subdivision Plat for Orchard Way
April 26, 2004	Ordinance No. 04-29 approving an Amendment to the Preliminary PUD and Subdivision Plat for Orchard Way to allow for revised access drives to Route 34, changes to the outlot configuration along Route 34, adjustments to the size of Lot 1 and Lot 5, and the creation of Lot 11
June 7, 2004	Ordinance No. 04-43 approving a Final Plat of Subdivision for Orchard Way
November 22, 2004	Ordinance No. 04-106 approving an Amendment to the Final Plat of Subdivision to allow for a roadway connection and easement from the eastern right-in/right-out access to Route 34 to the internal ring-road
January 24, 2005	Ordinance No. 05-10 approving a correction to Ordinance No. 04-29 to correct a scrivener's error in the approved exhibit list

Location, Existing Zoning and Land Use

The 2.79-acre site is located on Lot 4 of the Orchard Way shopping center. The address is 3439 Orchard Road. The site is currently zoned B-3 Community Service and Wholesale District and is vacant pending development.

Surrounding Zoning and Land Uses

NORTH: B-3 Commercial Service and Wholesale District – Future Commercial Building
SOUTH: B-3 Commercial Service and Wholesale District – Vacant land pending development
EAST: B-3 Commercial Service and Wholesale District – Vacant land pending development
WEST: B-3 Commercial Service and Wholesale District – Retail (Jewel)

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 Final PUD Plat and Plan for Orchard Way Lot 4 was recommended for approval by the PCZ on May 23, 2019. The petitioner is now requesting approval of certain revisions to the site plan, as outlined below.

Burger King Lot

Per staff comments and a condition made on the previously approved plans, the southern (rear) wall sign has been removed. Additionally, the landscaping has been rearranged within the site to fit the new layout. There is no reduction in quantity or changes in type/species. Staff is in support of these modifications.

Parking on the site has also been redesigned and the trash enclosure moved. Previously the parking was located along the northern property line, the revised plans flipped that parking so that it is now adjacent to the building. As a result of this change, the number of provided parking spaces has been reduced by four (4). The new site plan shows one additional handicap space, however. There were two handicap spaces on the previous plan, now there are three handicap spaces. Planning staff suggests that the new handicap parking spot be turned into two regular spaces to reduce the overall number of lost spaces on the site.

Modifications have been made to the western access and the drive-through lane. The western access has been changed from a two-way ingress/egress to a one-way egress (exist only). The drive-through lane width has been reduced from ten feet (10’) to eight feet six inches (8’ 6”) and the bypass lane width has been reduced from fifteen feet (15’) to twelve feet (12’). Finally, the site plan shows that the drive-through and bypass lanes merge into one lane at the eastern stop bar. Staff is concerned that the twenty-four foot (24’) wide exist-only design of the western access will create confusion as the entrance looks just like the two-way access on Station Drive to the south. Staff recommends a two-way access at Station Drive and “One Way – Do Not Enter” sign to prohibit vehicles from turning left through the drive up.

Recommendation

Staff recommends the Planning and Zoning Commission recommend approval of the revised Final PUD and Plat to allow for the requested changes to the development of a one-story restaurant and a one-story multi-tenant commercial building located on Lot 4 of Orchard Way, subject to the following conditions:

1. The following plans are submitted and approved by staff: 1) Street and Traffic Identifier Plan 2) Final Signage Plan 3) Photometric Plan 4) Final Engineering.
2. One of the handicap parking spaces be turned into two regular spaces.
3. The drive-through and bypass lane configuration shall be returned to the two-way design.

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: January 14, 2020

SUBJECT: Oswego Fire Protection District IGA – DUI Blood Draws

ACTION REQUESTED:

Approval of a Resolution authorizing an Intergovernmental Agreement between the Village of Oswego and the Oswego Fire Protection District for Collecting DUI Blood Draws.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
NA	NA	NA

DEPARTMENT: Police

SUBMITTED BY: Jeff Burgner – Chief of Police

FISCAL IMPACT:

None

BACKGROUND:

On January 1, 2020, recreation use of cannabis was legalized for individuals 21 years of age or older under the Cannabis Regulation and Tax Act. With this change in the law, the police department will likely process more cannabis related DUI cases requiring the need for more blood draws due to the testing process for drugs requiring blood samples for analysis. Currently the police department transports the suspect of a drug related DUI to the hospital where the blood draw occurs. This process can be timely which increases the risk of losing blood related evidence. Based on training and information obtained during the preparation of the legalization of cannabis for individuals over 21 years of age, staff determined that it is best practice to obtain a blood draw from a DUI suspect within two hours of the traffic stop. This timeframe is challenging to meet with the current process in place.

DISCUSSION:

Staff engaged the Oswego Fire Protection District (OFPD) in conversations regarding the ability for their paramedics to take blood draws for DUI related cases for the police department. This procedure would be completed at the Oswego Police Department Headquarters in the holding facility. By collecting these samples at the police facility, we would not need to take the suspect to the hospital. This will reduce the amount of time it currently takes to obtain a blood sample. This intergovernmental partnership will assist the police department in collecting important crime related evidence to assist in prosecuting DUI cases. In the proposed IGA, the police department will be responsible for purchasing and providing all necessary materials to conduct the blood draws and the police department will be responsible for maintaining the DUI blood draw kit as evidence. Police personnel will be present during all times that OFPD personnel will be in the holding facility conducting the DUI blood draws for safety and witness purposes.

An intergovernmental agreement (IGA) has been drafted and reviewed by the attorney for the Village and OFPD describing the agreed expectations. Staff from the police department and OFPD will develop procedures to properly administer the IGA.

RECOMMENDATION:

Staff recommends the approval of the IGA regarding the Oswego Fire Protection District conducting DUI blood draws for the Oswego Police Department.

ATTACHMENTS:

Resolution

Exhibit A

RESOLUTION NO. 20 - R - ____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS AND THE
OSWEGO FIRE PROTECTION DISTRICT, KENDALL AND WILL COUNTIES, ILLINOIS
FOR COLLECTING DUI BLOOD DRAWS**

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 Oswego Police Department supports law enforcement partnerships to enhance the level of police services for the Village of Oswego.

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 authorize and direct the Village President and Village Clerk to execute on behalf of the Village of Oswego an intergovernmental agreement between the Village of Oswego and Oswego Fire Protection District regarding conducting DUI Blood Draws substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. 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.

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:

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS AND THE OSWEGO FIRE PROTECTION DISTRICT, KENDALL AND WILL COUNTIES, ILLINOIS FOR COLLECTING DUI BLOOD DRAWS

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)

Exhibit A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OSWEGO,
KENDALL AND WILL COUNTIES, ILLINOIS AND THE OSWEGO FIRE
PROTECTION DISTRICT, KENDALL AND WILL COUNTIES, ILLINOIS FOR
COLLECTING DUI BLOOD DRAWS**

THIS INTERGOVERNMENTAL AGREEMENT (the “*Agreement*”) by and between the Village of Oswego, Kendall and Will Counties, Illinois (the “*Village*”) a municipal corporation of the State of Illinois and the Oswego Fire Protection District, Kendall and Will Counties, Illinois (the “*District*”) a fire protection district of the State of Illinois, entered into this ____ day of _____, 2020.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and,

WHEREAS, the Village and the District have determined that the citizens and taxpayers of the District and the Village would be better served if the two governmental entities worked together to facilitate the enforcement of state and local prohibitions against driving under the influence of alcohol and/or drugs; and,

WHEREAS, the District’s paramedics are qualified to collect blood samples at the request of law enforcement pursuant to state statute, 625 ILCS 5/11-501.2(a)(1), and Section 1286.320(b) of the Illinois Administrative Code; and,

WHEREAS, the Village’s use of the District’s paramedics to collect blood samples in connection with suspected incidents of driving under the influence of alcohol and/or drugs will

save time and resources, allowing the Village to expedite its investigation into suspected criminal acts.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. The District shall, upon request by the Village, through its Chief of Police or designee, dispatch a licensed paramedic to collect a blood sample from any subject involved in a traffic stop or motor vehicle accident, as identified by the Village as possibly involving driving under the influence of alcohol or drugs, to the extent that the District has a licensed paramedic available in the timeframe requested. In the event the District is unable to provide a licensed paramedic at any given time, the Village shall be responsible for finding an alternate person to collect the blood sample. The District shall only perform blood draws if the subject is both able to consent and does consent to the blood draw, or if the Village has obtained a valid search warrant from a judge to conduct the blood draw.

Section 3. As between the Village and the District, the Village shall be solely responsible for providing materials related to the blood draw, for retaining collected blood samples as evidence in accordance with Oswego Police Department (the “*OPD*”) policies and procedures, and for obtaining chemical analysis of the blood drawn.

Section 4. The District shall not charge the Village any fee for the services provided subject to this Agreement.

Section 5. The OPD and the District shall jointly create and implement procedures that will control the operation of this Agreement, in accordance with all applicable state statutes and regulations.

Section 6. The District and the Village shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the services to be performed by the other party under this Agreement.

Section 7. Nothing in this Agreement shall be deemed to change or alter the jurisdiction of either the District or Village in any respect, including, their respective powers and duties.

Section 8. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government as the parties hereto.

Section 9. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be

valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 10. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 11. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 12. Nothing contained in this Agreement, nor any act of the Village or the District pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Village and the District. Further, nothing in this Agreement should be interpreted to give the Village or District any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 13. When performing pursuant to the terms of this Agreement, the Village and District intend that any injuries to their respective employees shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the District or Village and their respective employees,

which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the employee making such a claim.

Section 14. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the Village and the District at the address set forth herein. Before starting blood draws hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory nor common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 15. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, and may be renewed upon agreement of the parties in writing; provided however, either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party.

Section 16. This Agreement may be amended only with written consent of all parties hereto.

Section 17. The Village and the District each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Oswego, Illinois.

Oswego Fire Protection District, Kendall
and Will Counties,
Illinois, a fire protection district

By: _____
President

Attest:

District Clerk

By: _____
Village President

Village of Oswego, Kendall and Will
Counties,
Illinois, a municipal corporation

Attest:

Village Clerk

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: January 14, 2020
SUBJECT: Entertainment Venue Design Services

ACTION REQUESTED:

Resolution Authorizing the Execution of a Professional Services Agreement with Schoppe Design, Inc. in the Amount of \$20,300.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Administration

SUBMITTED BY: Dan Di Santo, Village Administrator

FISCAL IMPACT:

\$20,300 total contract amount for design services. While this amount is not budgeted in FY20, capital funds are available for the remainder of this fiscal year and funds for the overall project can be allocated in the FY21 budget.

BACKGROUND:

During the January 14, 2020 Committee of the Whole meeting the Village Board will discuss providing staff direction on how to proceed with developing an entertainment venue on the Village-owned property at Lot 7 of Oswego Junction Phase 2. This agenda item is prepared in the event that the Village Board is desirous of moving forward to develop the venue and complete the construction by the end of 2020.

Staff recommends that the first step taken in the development of an entertainment venue is hiring a design firm. The design firm would first develop a conceptual plan that lays out the site plan and orients how the site will be used. This initial plan will aid the steering team and the stakeholder team as they begin to plan the site in more detail. Next, the design firm will finalize the site design

that will be presented to the Planning & Zoning Commission, and will work in collaboration with the project architects and engineers to create final construction drawings.

DISCUSSION:

Following the Village Board’s acceptance of the donated land at Lot 7, Village President Parlier met with local design firm Schoppe Design Associates, Inc. (SDA) to discuss a possible donation of design services. SDA is a local Oswego firm with extensive experience in master planning, park development, design, construction, scheduling, cost control, and public engagement in the public and private sectors. SDA staff is familiar with the subject property, having worked on the future Metra station, current Park N’ Ride facility, and provided design work on the adjacent Pine Ridge Club and Tuscany Station developments.

SDA presented staff with a proposal, including a scope of services that provides development of an initial concept plan, meetings with the project steering and stakeholder teams, a final site design and presentation to the Planning & Zoning Commission, and presentations to the public and Village Board. The SDA proposal also incorporates a 30% “Community Consideration” reduction to their normal fee structure. As a result, the proposal resulted in a total fixed fee of \$20,300, a savings of \$8,700. Staff finds the SDA proposal to be complete and agrees that the fixed fee amount is under the typical cost of design services of this level.

Per the Village Code, purchases of professional services such as planning and design, as well as purchases less than \$25,000, are exempt from the formal competitive bidding process. As such, it is appropriate to present the SDA proposal to the Village Board for consideration. Staff did not engage in a more formal RFP process due to the qualifications of the local vendor, the significant offer of donated services, and in the interest of time to meet a possible 2020 construction deadline. As such, if the Village Board desires to move forward with this development, staff recommends approval of this contract with SDA.

It is also worth noting that the SDA proposal is based on a project budget of \$750,000 - \$1,000,000; should the Village Board significantly amend the budget in either direction, an adjustment to the SDA scope and fee would likewise warrant adjustment.

RECOMMENDATION:

If the Village Board desires to begin development of the entertainment venue, staff recommends approval of the Resolution.

ATTACHMENTS:

1. Resolution
2. Exhibit A – Agreement
3. Exhibit B – Cost Proposal

RESOLUTION NO. 20 - R - ____

**RESOLUTION AUTHORIZING THE
EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT
WITH SCHOPPE DESIGN, INC.**

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

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

WHEREAS, the Village of Oswego is desirous of creating an entertainment venue at Lot 7 of Oswego Junction Phase 2; and

WHEREAS, Schoppe Design, Inc. is a local, highly qualified firm specializing in land planning and have completed numerous entertainment venue projects of this scale and scope; and

WHEREAS, Schoppe Design, Inc. has offered a “Community Consideration” fee reduction of 30% based on their roots in the Oswego community and their ongoing efforts to partner with the Village to promote opportunities for enhanced quality of life experiences for residents, and

WHEREAS, based on the combination of Schoppe Design, Inc.’s unique qualifications as an experienced local firm and their offer of a 30% discount, the Village finds that 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,” including the 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 AGREEMENT

The Village President and Village Board of Trustees hereby authorize and direct the Village President and Village Clerk to execute on behalf of the Village of Oswego a Professional Services Agreement, substantially in the form attached as “Exhibit A,” including the cost proposal 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 __ 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:

**RESOLUTION AUTHORIZING THE
EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT
WITH SCHOPPE DESIGN, INC.**

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)



PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 14th day of January 2020, by and between the Village of Oswego (Village) and Schoppe Design Associates, Inc. (Consultant).

1. **Conditions:** The Consultant is responsible for being familiar with all conditions, instructions, and documents governing this project. Failure to make such investigation and preparations shall not excuse the Consultant from performance of the duties and obligations imposed under the terms of this Agreement.
2. **Project Description:** The Village of Oswego has acquired Lot 7 in the Oswego Junction Phase 2 located on Station Drive immediately west of the Park N Ride lot. This property will be developed as a venue for outdoor live performance and music entertainment and events to be enjoyed by the general public. The Village is proposing that the property will be a future site for a covered stage amphitheater not only as a local draw, but as a regional destination attracting an expanded customer base.
3. **Scope of Services**

In order to create and communicate a comprehensive vision for the Oswego Amphitheater project, different areas of expertise will be required. To that end, SDA anticipates that teaming will be necessary with an architectural firm, a civil engineer and a traffic consultant and other related sub-consultants to be selected at the discretion of the Village. SDA will coordinate as directed with the consultant team throughout the project.

Listed below are the tasks we propose for SDA's portion of the project.

Phase I – Program Phase

- A. SDA will conduct a kick-off meeting with Village staff and other project team members to identify:
 1. Goals and objectives
 2. Schedule and milestones
 3. Design program
 4. Other administrative matters

Phase II – Research and Analysis

- B. Following the completion of the Program Phase, SDA will:
 1. Research available existing data including:
 - a) Zoning and jurisdictional regulations for the Village of Oswego
- C. Physical site information such as:
 1. Topography
 2. Floodplain
 3. Vegetation

- D. As-builts drawings for the Oswego Junction and Oswego Park and Ride projects
- E. Visit site to observe the surrounding areas to become acquainted with:
 - 1. Surrounding land uses
 - 2. Existing physical improvements including parking lots and buildings
 - 3. Existing roadway/transportation circulation network
 - 4. Drainage patterns
 - 5. Review data and recommendations from the acoustical engineer.
- F. Present initial site analysis and development issues for the property to the Steering Committee.

Phase III: Concept Development Phase

- A. After completing the Research and Analysis Phase, SDA will:
 - 1. Prepare a concept plan incorporating the following design elements:
 - 2. Covered bandshell and associated grounds to accommodate events of up to approximately 5,000 persons. Specific design elements of the bandshell such as seating, storage, changing rooms and restrooms will be as determined through input from the Village Board and stakeholder groups.
 - 3. Permanent and temporary restroom facilities separate from the bandshell.
 - 4. Pedestrian and vehicular circulation system for both the performers and the public attending the events.
 - 5. Parking.
 - 6. Park space and desired elements.
 - 7. Location of concessions and/or food trucks.
- B. Present to and review concept plan with Steering and Stakeholder Committees for feedback and comment.

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- A. Using the information, review comments and direction from the Village received during the evaluation of the concept plan, SDA will:
 - 1. Finalize the site design by preparing a more detailed site plan that will be used for final review and approval. The detailed site plan will additionally include preliminary grading and layout information, hardscape elements, site furnishings and landscaping.
 - 2. Prepare rendering(s) of the site plan to be used for public presentation.
 - 3. Present the site plan to the Planning and Zoning Commission for recommendation.
 - 4. Revise plan per Planning and Zoning Commission recommendation, if necessary, and revise plan accordingly.
- B. Present the site plan to the Village Board for approval.
- C. Revise plan per Village Board comments, if necessary, and resubmit as needed.

Phase V: Construction Document Coordination

- A. Subsequent to Village Board approval, we will assemble and deliver the following products to the Village:

1. One color original of the approved site plan and any associated exhibits.
 2. One electronic copy of the plan and exhibits suitable for reproducing by the Village.
 3. Electronic copies of the plans and exhibits in formats compatible for the preparation of construction documents by others.
- B. It is anticipated that the construction documents will be prepared by the civil engineer and architectural firm selected by the Village. SDA will coordinate with those consultants and review the construction documents to ensure all elements are consistent with the design intent. We will additionally assist with site inspection services to ensure compliance with the construction documents. Four site visits are included.
- C. Meetings - It is expected that throughout the development of the chosen site design, SDA will participate in a number of technical team and stakeholder meetings as follows:
1. Steering Committee: Expected to initially meet twice a month during concept development then once a month thereafter.
Total Meetings: 11
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Total Meetings: 4
 3. Public Open House:
Total Meetings: 1
 4. Village Approval: One meeting before the Planning and Zoning Commission and two before the Village Board.
Total Meetings: 3

4. **Cost of Services:** The Consultant has agreed to provide the information requested to fulfill the project in accordance with the established conditions as follows:

The total fee for all SDA services as identified above for the Oswego Amphitheater project is \$29,000. However, given SDA's roots in the Oswego community and our ongoing efforts to partner with the Village to promote opportunities for enhanced quality of life experiences for residents, we are extending a "Community Consideration" of 30% to our fee, resulting in a total fixed fee not to exceed contract amount of \$20,300.

Expenses

In addition to the fees noted above, SDA will be compensated for the following customary out of pocket expenses:

Outside Printing and Courier Services	Cost plus 10%
In House Plotting Services	\$ 1.00 / s.f.
Travel	\$.60 / mile

Additional Services

If circumstances arise during our performance of the outlined services, which we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services and perform only such additional services following your written authorizations. In such a circumstance, you agree to compensate us for additional services as described in this agreement at our standard rates. The 30% Community Consideration would also apply to any additional services provided.

Standard Rates

Project Principal	\$	200.00 per hour
Project Management	\$	155.00 per hour
Project Design	\$	115.00 per hour
Drafting	\$	90.00 per hour
Administrative Support	\$	70.00 per hour

These rates will be effective through December 31, 2020. This rate schedule will be reviewed and updated annually based on mutual consent of both the Village of Oswego and SDA.

5. **Billing/Invoicing:** All billing and invoicing will be done upon the completion of all work.

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 Consultant 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 Agreement breached and terminate the Consultant, or
- c. May hire another Consultant to cure any defects in performance or complete all work covered by this specification for the remaining term of this Agreement.
- d. Any demand for performance shall be specifically delivered to the Consultant by personal delivery, certified or registered mail.

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

6. **Insurance and Bond Requirements:** Consultant 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 Consultants 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, Consultant’s contractual indemnity obligations under the Contract.
 3. Premises-Operations and Independent Consultants.
 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 Subcontractor’s policy.
 - ii. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with a 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 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. Consultant 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 Contract. 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 Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- c. Consultant's Obligations - The Consultant 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 Consultant, 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 Consultant. General liability coverage shall be provided in the form of an endorsement to Consultant'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 Consultant 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 Consultant 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 Consultant shall provide immediate notice to the Village upon the cancelation of any insurance policy or policies required hereunder.
 - iv. All insurance required of the Consultant 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. Consultant 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 Consultant against the Village or other Additional Insured except where not permissible by law.
 - v. The Consultant 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 Consultant, naming the same

as additional insureds subject to the same restrictions and obligations as set forth in the Consultant's insurance required under the Contract, 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 contract by any act or omission, including, but not limited to:
 - 1. Allowing work by the Consultant 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 Consultant agrees that the obligation to provide insurance is solely the responsibility of the Consultant 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 Consultant under this Agreement shall not be deemed to limit the liability of the Consultant in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Consultant.
- ix. The Consultant 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 Consultant.
- x. The Consultant 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 Consultant'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.

7. **Indemnification:** To the fullest extent permitted by Illinois law, Consultant 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 Consultant, anyone directly or indirectly employed by Consultant, or anyone for whose acts Consultant 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.

8. **Agreement Term:** The Agreement will commence as of the date of this Agreement and shall expire upon the completion of the work and all obligations of both parties is fulfilled.

9. **Compliance with Laws and Regulations:** In addition to the bid and performance bonds set forth above, the Consultant 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 Consultant.
 - a. The Consultant must comply with all applicable laws prerequisite to doing business in the state.
 - b. The Consultant must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - c. The Consultant must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - d. The Consultant must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Consultant is seeking a signed Agreement. Additionally, the Consultant 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 Consultant'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 Consultant to be deemed non-responsible.
 - e. The Consultant must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the Agreement. If at any time during the term of the Agreement a Consultant adds or changes any Subcontractors, he or she shall promptly notify, in writing, the Village Finance Director or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.
 - f. The Consultant must provide an affidavit indicating all incomplete work under Consultant and all pending Consultants, along with a schedule of the expected completion of each such Agreement.

10. **Independent Consultant:** There is no employee/employer relationship between the Consultant and the Village. Consultant is an independent Consultant 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 Consultant. The performance

of the services described herein shall not be construed as creating any joint employment relationship between the Consultant and the Village, and the Village is not and will not be liable for any obligations incurred by the Consultant, 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 Consultant.

- 11. Approval and Use of Subcontractors:** The Consultant 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 Consultant shall be in the discretion of the Village and in advance by the Village. The Village's approval of any subcontractors shall not relieve the Consultant 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 Agreement. If the Consultant chooses to use subcontractors to perform any of the Work, the Work performed under any subcontractor shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. Every reference in this Agreement to "Consultant" shall be deemed to also apply to all subcontractors of the Consultant. Every subcontractor entered into by the Consultant to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Agreement.

If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Consultant 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 Agreement price, or for a delay or extension of the Agreement time as a result of any such removal or replacement.

- 12. Assignment:** Neither the Village nor the Consultant shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
- 13. Governing Law:** This Agreement and the rights of the Owner and Consultant under this Agreement shall be interpreted according to the internal laws of the State of Illinois. Venue for any action related to this Agreement will be in the Circuit Court of Kendall County, Illinois.
- 14. Changes in Law:** Unless otherwise explicitly provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.
- 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 Agreement, provided that the Village shall provide Consultant at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.

When this Agreement, or any portion thereof, is terminated or canceled by the Village, and the Consultant released before all items of work included in this Agreement have been completed, payment may be made be prorated as a percentage of completion of the

actual work at Agreement unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

Termination of an Agreement, as stated above, will not relieve the Consultant or his/her surety of the responsibility of replacing defective work or materials.

- 16. Additional Items:** The Village and Consultant further agree that
- 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 580/1 et seq.) (25 or more employees under an Agreement of more than \$5,000 or for individuals only when greater than \$5,000), and
 - g. 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
 - 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 Agreement is executed or if during the term of this Agreement there is excessive unemployment in Illinois as defined in the Act.

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

Village of Oswego Representative	Title	Date
----------------------------------	-------	------

Attest	Title	Date
--------	-------	------

Schoppe Design Associates, Inc. (SDA)			
Business Name (Consultant)			

126 S. Main Street	Oswego	IL	60543
Address	City	State	Zip Code

	PRESIDENT	12.20.19
Signature of Authorized Representative	Title	Date

Marni Hansen	Dir. of Planning, Gov. Services	12/20/19
Attest	Title	Date

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Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

Exhibit B

December 19, 2019

Mr. Dan DiSanto, Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

Re: Oswego Amphitheater - Proposal

Dear Dan,

Thank you for allowing SDA the opportunity to submit this proposal for consulting services for the preparation of the Oswego Amphitheater Site Plan. SDA has extensive experience in master planning, park development and redevelopment, design, construction, scheduling, cost control, and public engagement and outreach for both public and private sector clients.

SDA has prepared design and construction plans for more than 30 parks in the Chicagoland area ranging from small ¼ acre tot lots to large regional parks. In addition to “park specific” projects, SDA also has long range park planning experience having performed in that capacity for the United City of Yorkville in the development and adoption of both the City’s overall Park and Recreation Master Plan as well as the Bicentennial Riverfront Plan.

SDA has been fortunate to have worked on a number of planning and design projects in the Oswego community. A list of those public sector projects is included in this proposal. Members of our staff have also been involved in the initial efforts to bring Metra service to Oswego at this location dating as far back as the early 2000’s, and the planning and construction of the former Park and Ride facility adjacent to the proposed amphitheater property. Additionally, SDA served as the site planning consultant for the Tuscany Station project located north of the BNSF tracks and prepared designs for the future Pine Ridge Club development immediately west of the site. A local Oswego firm, we have an extensive understanding of the individual site, its history, the surrounding development, and the longstanding commitment that Oswego has to its community.

It is our understanding that the Village desires to develop and promote the Oswego Amphitheater facility not only as a local draw, but as a regional destination attracting an expanded customer base. For over twenty years, SDA has been designing and developing parks, communities and environments which bring people together for active and passive recreation purposes. Our award-winning designs incorporate active public engagement, thorough due diligence and a creative yet practical approach to planning which will undoubtedly serve the Village of Oswego.

In order to create and communicate a comprehensive vision for the Oswego Amphitheater project, different areas of expertise will be required. To that end, SDA anticipates that teaming will be necessary with an architectural firm, a civil engineer and a traffic consultant and other related sub-consultants to be selected at the discretion of the Village. SDA will coordinate as directed with the consultant team throughout the project.

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p: 630 551-3355
f: 630 551-3639
schoppedesign.net

Listed below are the tasks we propose for SDA's portion of the project.

Phase I – Program Phase

SDA will conduct a kick-off meeting with Village staff and other project team members to identify:

1. Goals and objectives
2. Schedule and milestones
3. Design program
4. Other administrative matters

Phase II – Research and Analysis

Following the completion of the Program Phase, SDA will:

1. Research available existing data including:
 - a. Zoning and jurisdictional regulations for the Village of Oswego
 - b. Physical site information such as:
 - 1) Topography
 - 2) Floodplain
 - 3) Vegetation
 - c. As-builts drawings for the Oswego Junction and Oswego Park and Ride projects
2. Visit site to observe the surrounding areas to become acquainted with:
 - a. Surrounding land uses
 - b. Existing physical improvements including parking lots and buildings
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4. Present initial site analysis and development issues for the property to the Steering Committee.

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After completing the Research and Analysis Phase, SDA will:

1. Prepare a concept plan incorporating the following design elements:
 - a. Covered bandshell and associated grounds to accommodate events of up to approximately 5,000 persons. Specific design

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elements of the bandshell such as seating, storage, changing rooms and restrooms will be as determined through input from the Village Board and stakeholder groups.

- b. Permanent and temporary restroom facilities separate from the bandshell.
 - c. Pedestrian and vehicular circulation system for both the performers and the public attending the events.
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1. Finalize the site design by preparing a more detailed site plan that will be used for final review and approval. The detailed site plan will additionally include preliminary grading and layout information, hardscape elements, site furnishings and landscaping.
2. Prepare rendering(s) of the site plan to be used for public presentation.
3. Present the site plan to the Planning and Zoning Commission for recommendation.
4. Revise plan per Planning and Zoning Commission recommendation, if necessary, and revise plan accordingly.
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Subsequent to Village Board approval, we will assemble and deliver the following products to the Village:

1. One color original of the approved site plan and any associated exhibits.
2. One electronic copy of the plan and exhibits suitable for reproducing by the Village.
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It is anticipated that the construction documents will be prepared by the civil engineer and architectural firm selected by the Village. SDA will coordinate with those consultants and review the construction documents to ensure all elements are consistent with the design intent. We will additionally assist with site inspection services to ensure compliance with the construction documents. Four site visits are included.

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It is expected that throughout the development of the chosen site design, SDA will participate in a number of technical team and stakeholder meetings as follows:

- 1. Steering Committee: Expected to initially meet twice a month during concept development then once a month thereafter.

Total Meetings: 11

- 2. Stakeholder Committee Meetings: Expected to meet once a month during concept development.

Total Meetings: 4

- 3. Public Open House:

Total Meetings: 1

- 4. Village Approval: One meeting before the Planning and Zoning Commission and two before the Village Board.

Total Meetings: 3

COMPENSATION AND PAYMENT

The total fee for all SDA services as identified above for the Oswego Amphitheater project is \$29,000. However, given SDA’s roots in the Oswego community and our ongoing efforts to partner with the Village to promote opportunities for enhanced quality of life experiences for residents, we are extending a “Community Consideration” of 30% to our fee, resulting in a total fixed fee not to exceed contract amount of \$20,300.

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In addition to the fees noted above, SDA will be compensated for the following customary out of pocket expenses:

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In House Plotting Services.....	\$ 1.00 / s.f.
Travel.....	\$.60 / mile

Additional Services

If circumstances arise during our performance of the outlined services, which we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost of the additional services and perform only such additional services following your written authorizations. In such a circumstance, you agree to compensate

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us for additional services as described in this agreement at our standard rates. The 30% Community Consideration would also apply to any additional services provided.

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Project Principal	\$ 200.00	per hour
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Administrative Support	\$ 70.00	per hour

These rates will be effective through December 31, 2020. This rate schedule will be reviewed and updated annually based on mutual consent of both the Village of Oswego and SDA.

Payment

Each month, we will provide invoices that describe the invoice period, the services rendered, fees and expenses due. Invoices for hourly fees will describe the tasks, hours, and hourly rates for the service completed. Payments will be due 30 days from date of invoice. We reserve the right to suspend our services if you have unpaid invoices over 60 days old and upon notice thereof.

Acceptance

The Village of Oswego and SDA may terminate this Agreement upon 60 days prior written notice to the other party. Unless and until such termination, this Agreement shall remain in full force and effect.

Please indicate your acceptance of this Agreement by signing and returning to us. A countersigned agreement will be returned to you.

Accepted by: _____ Date: _____
Village of Oswego

Accepted by: _____ Date: _____
Mike Schoppe, Schoppe Design Associates, Inc.

Thank you again for allowing SDA to submit this proposal for consulting services for this exciting project.

Sincerely,
Schoppe Design Associates

Mike Schoppe

MAS:clh

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Oswego, IL 6054 260
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schoppedesign.net



AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: January 14, 2020
SUBJECT: Dr. LungZzz Special Use Permit

ACTION REQUESTED:

Approval of an ordinance granting a special use permit to allow for the operation of a cigar, cigarette, and tobacco store, Dr. LungZzz, at 267 N. Merchants Drive.

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission is scheduled to review the request at a Public Hearing on January 9, 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 January 14, 2020.

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
2/1/1988	Village Board	Annexing Boulder Hill Lots 2 and 3 Unit 36

DEPARTMENT: Community Development
SUBMITTED BY: Natalie Zine

FISCAL IMPACT:

N/A

BACKGROUND:

The property is generally located at the southwest corner of Route 30 and Douglas Road at 267 N. Merchants Drive and is a tenant space in the Merchants Plaza commercial development. The property is currently zoned B-3 Commercial Service and Wholesale District.

DISCUSSION:

The applicant is requesting a special use permit to operate a cigar, cigarette, and tobacco store at 267 N. Merchants Drive. The property is currently a vacant tenant space in the Merchants Plaza commercial retail center. The property is surrounded by a mix of retail, service, and restaurant

uses. Overall, the proposed tobacco store is consistent with the surrounding commercial uses in the area.

The petitioner intends to have hours of 11:00am until 7:00pm Monday through Saturday, closed on Sunday. Shopping Centers up to 400,000 square feet floor area require 5.0 spaces / 1,000 square feet. The shopping center has provided the required parking for the proposed retail use.

Staff believes the applicant has met the Standards for a Special Use as included in the staff report. The proposed tobacco store will be compatible with the surrounding commercial uses along Merchants Drive, Douglas Road, and Route 30.

RECOMMENDATION:

Staff recommends the Planning and Zoning Commission accept the findings of fact for the Standards for a Special Use Permit and recommends approval of the special use permit for a cigar, cigarette, and tobacco store located at 267 N. Merchants Drive.

ATTACHMENTS:

Ordinance

Exhibit A – Legal Description

Exhibit B – Location Map

PZC Staff Report

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

ORDINANCE NO. 20 -- __

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A CIGAR, CIGARETTE, AND
TOBACCO STORE, DR. LUNGZZZ, AT 267 N. MERCHANTS DRIVE IN THE VILLAGE OF
OSWEGO, KENDALL COUNTY, ILLINOIS**

(Project #1051.19 Dr. LungZzz Special Use Permit – 267 N. Merchants Drive)

**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.

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A CIGAR, CIGARETTE, AND TOBACCO STORE, DR. LUNGZZZ, AT 267 N. MERCHANTS DRIVE IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Project #1051.19 Dr. LungZzz Special Use Permit – 267 N. Merchants Drive)

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, Rocio Mata dba Dr. LungZzz submitted an application for a Special Use Permit to allow for the operation of a cigar, cigarette, and tobacco store at 267 N. Merchants Drive; and

WHEREAS, the property is currently zoned B-3 Commercial Service and Wholesale District and is currently improved with a multi-tenant commercial building; and

WHEREAS, the Planning and Zoning Commission is scheduled to review the request at a Public Hearing on January 9, 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 use will provide new services and foot traffic to the shopping area and generate new revenue for the community of Oswego.

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

The proposed use is consistent with similar past uses in the area, particularly previous tobacco stores. The business will not have any negative effect on the community or the health or welfare and the strip mall has plenty of parking.

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 business will be fully contained within its tenant space and will not adversely affect neighboring tenants within the shopping center.

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 use is consistent with the "Mix Commercial" future land use designation within the 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 proposed building will be complete and maintained in a timely manner.

and find it appropriate to grant the Special Use Permit as presented to the Planning and Zoning Commission.

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 cigar, cigarette, and tobacco store, Dr. LungZzz, at 267 N. Merchants Drive, 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

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 CIGAR, CIGARETTE, AND TOBACCO STORE, DR. LUNGZZZ, AT 267 N. MERCHANTS DRIVE IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Project #1051.19 Dr. LungZzz Special Use Permit – 267 N. Merchants Drive)

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)

“Exhibit A”

Legal Description

LOT 2 OF BOULDER HILL UNIT 36, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED OCTOBER 4, 1985, AS DOCUMENT 85-4534 IN KENDALL COUNTY, ILLINOIS.

Commonly known as: 267 N. Merchants Drive

DRAFT

267 N. Merchants Drive



Date Printed: 1/7/2020



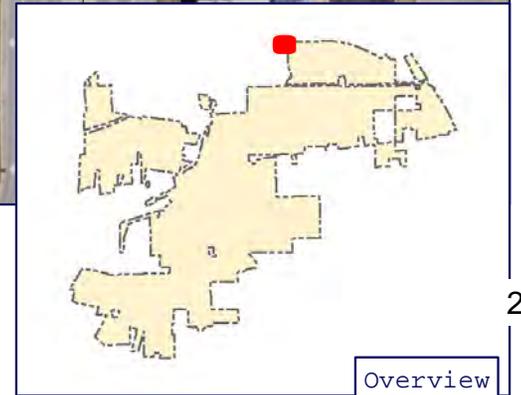
100



Feet



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



Overview

COMMUNITY DEVELOPMENT DEPARTMENT



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

STAFF REPORT

DATE: December 17, 2019

TO: Chairman and Planning & Zoning Commission

FROM: Natalie Zine, Planner

SUBJECT: Staff Report for the January 9, 2020 Planning & Zoning Commission Meeting
Dr. LungZzz
Special Use Permit for a Cigar, Cigarette, and Tobacco Store
Project #1051.19

Applicant

Rocio Mata

Petition

The applicant is requesting approval of a special use permit to allow for the operation of a cigar, cigarette, and tobacco store, Dr. LungZzz, at 267 N. Merchants Drive.

Existing Zoning, Land Use and Location

The property is generally located at the southwest corner of Route 30 and Douglas Road at 267 N. Merchants Drive and is a tenant space in the Merchants Plaza commercial development. The property is currently zoned B-3 Commercial Service and Wholesale District.

Surrounding Zoning and Land Uses

NORTH: B-3 Commercial Service and Wholesale District
SOUTH: B-3 Commercial Service and Wholesale District
EAST: B-3 Commercial Service and Wholesale District
WEST: B-3 Commercial Service and Wholesale District

Relationship to Village Comprehensive Plan

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

Donation Requirements

None.

Staff Analysis

The applicant is requesting a special use permit to operate a cigar, cigarette, and tobacco store at 267 N. Merchants Drive. The property is currently a vacant tenant space in the Merchants Plaza commercial retail center. The property is surrounded by a mix of retail, service, and restaurant uses. Overall, the proposed tobacco store is consistent with the surrounding commercial uses in the area.

The petitioner intends to have hours of 11:00am until 7:00pm Monday through Saturday, closed on Sunday. Shopping Centers up to 400,000 square feet floor area require 5.0 spaces / 1,000 square feet. The shopping center has provided the required parking for the proposed retail use.

Staff believes the applicant has met the Standards for a Special Use as included in this report. The proposed tobacco store will be compatible with the surrounding commercial uses along Merchants Drive, Douglas Road, and Route 30.

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 use will provide new services and foot traffic to the shopping area and generate new revenue for the community of Oswego.

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

The proposed use is consistent with similar past uses in the area, particularly previous tobacco stores. The business will not have any negative effect on the community or the health or welfare and the strip mall has plenty of parking.

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 business will be fully contained within its tenant space and will not adversely affect neighboring tenants within the shopping center.

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 use is consistent with the “Mix Commercial” future land use designation within the 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 proposed building will be complete and maintained in a timely manner.

Recommendation

Staff recommends the Planning and Zoning Commission accept the findings of fact for the Standards for a Special Use Permit and recommends approval of the special use permit for a cigar, cigarette, and tobacco store located at 267 N/ Merchants Drive.

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: January 14, 2020
SUBJECT: Reserve at Hudson Crossing Public Improvements – Change Order #2

ACTION REQUESTED:

Approval of a Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #2 to the Construction Contract with H. Linden & Sons, Plano, IL, in the Amount of \$59,460.00 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
4/9/2019	Village Board	Approved Resolution 19-R-24 authorizing execution of a construction contract with H. Linden & Sons, Plano, IL, in the amount of \$4,007,178.00 for the construction of the Reserve at Hudson Crossing Public Improvements and Assignment of Contract to Reserve at Hudson Crossing, L.L.C., in accordance with the accompanying resolution
10/15/19	Village Board	Approval of a Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #1 to the Construction Contract with H. Linden & Sons, Plano, IL, in the Amount of \$151,598.06 for the Construction of the Reserve at Hudson Crossing Public Improvements

DEPARTMENT: Public Works

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

FISCAL IMPACT:

As this change order of \$59,460.00 is an increase to the contract amount it is presented to the Village Board for approval. Several negative change orders based on quantities do not require Board approval, but have resulted in reductions to the contract price. Altogether, the current total contract amount after this change order is within 0.5% of the original bid price of \$4,007,178.

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. A change order was approved by the Village Board on October 15, 2019 in the amount of \$151,598.06, bringing the total cost of the public infrastructure improvement contract up to \$4,158,776.06.

DISCUSSION:

The public infrastructure work required some engineering modifications after the project was bid, resulting in additional quantities to the contract. These modifications are not due to any changes in scope of the project. These additional quantities are being presented to the Board for approval at this time. Please note that, as actual quantities are calculated, there will be deductions that will offset some of these additional costs. At this time we estimate the current net total to be within 0.5% of the original bid price.

RECOMMENDATION:

Staff recommends approving the resolution authorizing the Reserve at Hudson Crossing L.L.C. to execute Change Order #2 to the construction contract with H. Linden & Sons, Plano, IL, in the amount of \$59,460.00.

ATTACHMENTS:

- 20-R-_ Reserve at Hudson Crossing Change Order 2.doc
- Exhibit A – Change Order #2

w:\alexander lumber\construction\change orders\jh101519.pbot reserve at hudson crossing change order #1.docx

RESOLUTION NO. 20 - R - ____

RESOLUTION AUTHORIZING RESERVE AT HUDSON CROSSING, L.L.C. TO EXECUTE CHANGE ORDER #2 TO THE CONSTRUCTION CONTRACT WITH H. LINDEN & SONS, PLANO, IL, IN THE AMOUNT OF \$59,460.00 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 Developer has requested a change order to address additional costs due to engineering modifications after the project was bid and 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 #2, substantially in the form attached hereto marked “Exhibit A”; and

WHEREAS, it is in the best interest of the Village of Oswego to authorize Reserve at Hudson Crossing L.L.C. to execute Change Order #2 to H. Linden & Sons.

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 #1 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 14th day of January 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 14th day of January 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
) SS

COUNTY OF KENDALL)

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 CHANGER ORDER #2 TO THE CONSTRUCTION CONTRACT WITH H. LINDEN & SONS, PLANO, IL, IN THE AMOUNT OF \$59,460.00 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 14th day of January 2020, and thereafter approved by the Village President on the 14th day of January 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 14th day of January 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

