



NOTICE AND AGENDA

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

WILL BE HELD ON

September 15, 2020

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

Location: Oswego Village Hall

A. MEETING INFORMATION

A.1 Meeting Attendance Instructions

[Meetings and Public Comment Instructions 9-1-20.docx](#)

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

C. ROLL CALL

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

E. RECOGNITIONS/APPOINTMENTS

E.1 Proclamation- Constitution Week, September 17-23, 2020

[Constitution Week 2020.docx](#)

F. PUBLIC FORUM

G. STAFF REPORTS

H. CONSENT AGENDA

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

[9-1-20 COTW.docx](#)

H.2 September 1, 2020 Regular Village Board Minutes

[9-1-20 RegVB.docx](#)

H.3 September 1, 2020 Closed Session Minutes; Approve and Release.

H.4

Ordinance Granting a Plat of Dedication for 244 E. Washington Street; 7-Eleven.

[Plat of Dedication VB1.docx](#)

[Plat of Dedication Ordinance.docx](#)

[Exhibit A Legal Description.pdf](#)

[Exhibit B Location Map.pdf](#)

[Exhibit C Plat of Dedication.pdf](#)

H.5

Resolution Authorizing the Execution of a Contract with Brandt Excavating for the Removal of Five Lead Service Lines for Properties Located at Various Locations in an Amount not to Exceed \$69,125.

[Agenda Memo - Lead Service Line Replacement Contract Award.docx](#)

[20-R-___ - Resolution Authorizing a Contract with Brandt Excavating, Inc, Morris, Illinois for the Lead Service Line Replacement Project.docx](#)

[Exhibit A - Brandt Bidding Documents.pdf](#)

[Exhibit B - Recommendation of Award LSLR and Bid Tab.pdf](#)

H.6

Resolution Authorizing the Execution of a Contract with Visu-Sewer of Illinois for a Sanitary Sewer System Assessment Project in an Amount Not to Exceed \$79,396.80.

[Agenda Memo - Sanitary Sewer Assessment Contract Award.docx](#)

[20-R-___ - Resolution Authorizing the Execution of a Contract with Visu-Sewer of Illinois, Bridgeview, IL for Sanitary Sewer System Repairs.docx](#)

[Exhibit A - Visu-Sewer Contract.pdf](#)

[Exhibit B - Engineer's Recommendation Letter.pdf](#)

[Exhibit C - Bid Tab.pdf](#)

H.7 Resolution Authorizing the Execution of a Task Order with Layne, A Granite Company, for Repairs to Well 6 in the Amount Not to Exceed \$190,000.

[Agenda Memo - Well 6 Repairs.docx](#)

[20-R-__ - Resolution Authorizing the Execution of a Task Order with Layne, A Granite Company, for Repairs to Well 6 in the Amount Not to Exceed \\$190,000..docx](#)

[Exhibit A - Well 6 Repairs Task Order.pdf](#)

[Exhibit B - Well 6 Repairs Cost Proposal.pdf](#)

[Exhibit C - Layne, a Granite Company, Master PSA \(18-R-93\).pdf](#)

H.8 Ordinance Approving a Second Amendment to the Development Agreement for the Estates of Fox Chase

[Estates of Fox Chase Dev Agreement Second Amendment VB1.docx](#)
[Ordinance #__ Second Amendment to the Development Agreement.docx](#)
[Exhibit A Second Amendment.pdf](#)
[Map of the Three lots \(in yellow\).pdf](#)
[Original Development Agreement with Exhibits.pdf](#)

H.9 Ordinance Granting a Minor Amendment to the Final Planned Unit Development for Dattoli Subdivision Lot 2 to Allow for Certain Changes to the Elevation Plans for the McDonald's Located at 3417 Orchard Road.

[1079.20 3417 Route 34 - McDonalds_Minor Amendment.VB.09.15.2020.docx](#)
[Ord. 20- 3417 Route 34 - McDonalds_Minor PUD Amendment.09.15.2020.docx](#)
[Exhibit B_Location Map.pdf](#)
[Exhibit C_Revised McDonalds Elevations.pdf](#)

H.10 Scoreboards Sports Pub

a) Ordinance Amending Title 3 Chapter 7; Decrease Class A-1 Liquor License for Scoreboards Sports Pub, Inc. Located at 1100 Douglas Road.

b) Ordinance Amending Title 3 Chapter 31; Decrease Class A-1 Video Gaming License for Scoreboards Sports Pub, Inc. Located at 1100 Douglas Road.

[Memo-Scoreboards Sports Pub_Decrease Class A-1 Liquor and Video Gaming License.docx](#)
[20-__ Decrease Class A-1 Liquor License_Scoreboards Sports Pub.docx](#)
[20-__ Scoreboards Sports Pub_Decrease Class A-1 Video Gaming License.docx](#)

H.11 Ordinance Amending Title 3 Chapter 7; Decrease Class "C" Liquor License for Tuscan Tavern Oswego, Inc., d.b.a. Tuscan Tavern.

[Memo-Tuscan Tavern_Decrease Class C Liquor License.docx](#)
[20-__ Decrease Class C Liquor License_Tuscan Tavern.docx](#)

H.12 Ordinance Granting a Special Use Permit to allow For the Operation of a Dance School in the M-1 Limited Manufacturing District, 39 Stonehill Road, Unit E.

[1075.20_PoiseDanceCenter.SUP.VB.09.15.2020.docx](#)
[Ord. 20- PoiseDanceCenter.39 Stonehill Road.SUP.09.15.2020.docx](#)
[Exhibit B_Location Map](#)
[1075.20.PoiseDanceCenter.SUP.PC.09.10.2020.docx](#)

H.13 Ordinance Granting a Minor Amendment to the Final Planned Unit Development for Gerry Centennial Plaza Lots 2 & 11 to Allow For Certain Changes to the Elevation Plans; Meijer, Inc.

[1077.20 2700 Route 34 - Meijer_Minor Amendment.VB.09.15.2020.docx](#)
[Ord._20-_2700_Route_34_-_Meijer_Minor_PUD_Amendment.09.15.2020.KO.docx](#)
[Exhibit B_Location Map.pdf](#)
[Exhibit C.1_Revised Meijer Store Elevations.pdf](#)
[Exhibit C.2_Revised Convenience Store Elevations.pdf](#)
[Exhibit D.1_New Sign No.1.pdf](#)
[Exhibit D.2_New Sign No. 2.pdf](#)
[Exhibit D.3_New Sign No. 3.pdf](#)

I. BILL LIST

J. OLD BUSINESS

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

[20-R-__ Resolution_Ratifying_Exec_Orders_Local_Emergency_Disaster 9-15-20.docx](#)

K. NEW BUSINESS

K.1

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

[1074.20_SeniorLivingCommunity_Concept_Plan.VB.09.15.2020revised.docx](#)
[Exhibit A_Location Map.pdf](#)
[Exhibit B_Conceptual Site Plan.pdf](#)
[Exhibit C_Conceptual Landscape Plan.pdf](#)
[Exhibit D_Conceptual Elevations.pdf](#)
[Exhibit E_Project Narrative.pdf](#)
[1074.20.SeniorLivingCommunity.PC.09.10.2020 revised.docx](#)

L. PRESIDENT'S REPORT

M. TRUSTEE REPORTS

N. CLOSED SESSION

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

or Public Property [5 ILCS 120/2(c)(8)]

O. POSSIBLE ACTION OF CLOSED SESSION ITEMS INCLUDING:

P. ADJOURNMENT

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

Tina Touchette
Village Clerk



Tina Touchette,
Village Clerk

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

September 1, 2020

Meeting Attendance Instructions

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

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

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

Social distancing measures in place

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

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

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

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

How to watch meetings from home

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

Get updates as they happen

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

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

Thank you,

Tina Touchette, RMC, CMC

Village Clerk

630-554-3259

ttouchette@oswegoil.org

Proclamation

The Village of Oswego, Illinois
Founded in 1833

CONSTITUTION WEEK

WHEREAS, September 17, 2020 marks the 233rd anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through the 23rd as Constitution Week,

NOW, THEREFORE, I, Troy Parlier, President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby proclaim **September 17 - 23, 2020** as

CONSTITUTION WEEK

in Oswego and ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 15th day of September 2020.

Troy Parlier, Village President

ATTEST:

Tina Touchette, Village Clerk

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
September 1, 2020**

CALL TO ORDER

President Troy Parlier called the meeting to order at 6:02 p.m.

ROLL CALL

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

Board Members Absent: Trustee Luis Perez

Staff Physically Present: Dan Di Santo, Village Administrator; Christina Burns, Asst. Village Administrator/HR Director; Tina Touchette, Village Clerk; Jeff Burgner, Police Chief; Mark Horton, Finance Director; and Rod Zenner, Community Development Director; Jennifer Hughes, Public Works Director; Susan Quasney, Project Engineer; Jenette Sturges, Community Engagement Coordinator- Marketing; Billie Robinson, Asst. Finance Director; and Ryan Morton, Village Attorney.

PUBLIC FORUM

Public Forum was opened at 6:02 p.m.

Gerald Sternberg addressed the Board regarding having a sign at the Village Hall door that says to wear masks; people here are not wearing masks; quit being hypocrites; how do you expect citizens to follow if we you aren't.

David Edelman addressed the Board regarding the Village's revenue; business travel; fundraising efforts for the entertainment venue; legal agreement did not look out for the best interest of the public; held twelve meetings regarding the entertainment venue; funds for the venue should be going to pay back for the purchase of the Alexander Lumber property; how grants are being awarded; Wolf Road is falling apart; economy is unknown; why discussing this non-essential venue project; where are the priorities; \$150,000 already spent; cancel the project; Village purchased a band stage, so use it; ask the donator of the property for five years instead of three; allow time to get money.

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

OLD BUSINESS

There was no old business.

NEW BUSINESS

G.1 Fiscal Year 2021 Financial Revenue Update

Director Horton addressed the Board regarding FY21 revenues and expenses.

February 2020

- Sales tax revenue up \$112,000 or 3%
- Local home rule sale tax up \$48,900 or 1.5%
- Income tax up \$319,242 or 12%
- Building permit fees up \$254,000

COVID-19 Outbreak- Village Response

- April 7, 2020
 - Froze all non-essential spending through 4/30/20; saving \$243,000
 - Eliminated \$53,000 in non-essential spending for FY21
 - FY20 surplus projected to be \$1.9 million
- FY21 adjustments
 - FEMA , CARES ACT, Grant reimbursements
 - Identified non-essential expenditures of \$870,000
 - Capital items to be individually approved
- Closely monitored all revenues and adjusted expenditures, if needed
- Updated Village Board regularly

FY20 on April 30th

- General Fund revenue
 - Sales tax receipts for March & April less by \$100,113
 - Local sales tax for March & April less by \$168,267
 - Income tax revenue \$54,385 > for March & April & \$373,627 greater than prior year
 - Use tax \$246,000 greater than prior year
 - Utility tax \$80,000 lower than prior year
 - Telecom tax \$81,000 less than prior year
 - Total tax revenue > budget by \$572,300
 - Licenses & permits > budget by \$519,645
 - Charges for services > budget by \$345,142
 - Financing sources > budget by \$1,058,645
 - Total FY 20 revenues of \$21,644,092
 - Total FY 20 expenditures of \$18,627,438
 - General Fund excess of \$3,016,650

FY21

- IML May 4, 2020 revenue forecasts
 - 9% to 17% reductions in State revenue
 - PPRT tax < by 30%
 - LGDF tax < by 15%
 - MFT tax < 15%
 - TRF tax estimated @ \$14.50/capita
 - Use tax = to FY 20
- General Fund 1st Quarter report
 - \$402,000 excess
 - Revenues less by \$860,000
 - Expenditures less by \$1.1 million
- Water & Sewer Fund
 - Late charges not billed for 1st quarter estimated at \$25,836
 - Revenues were \$111,500 greater than last year with total expenses \$212,900 less than last year
 - Charges for services revenues (usage charges) were \$121,800 greater than last year and account for the revenue increase
 - Expenses were in line with budget with Personnel costs, Supplies, Contractual services, and Debt payments all lower than last year
- Forecast
 - Sales tax < \$740,300
 - Local sales tax < \$396,000
 - Income tax < \$650,000
 - Potential \$2.5 million loss
 - MFT tax < \$222,750

- TRF tax < \$125,000
- Grant rev> \$748,251
- Local sales tax < \$474,300
- Local MFT tax < \$112,500
- Water & Sewer charges for services < \$457,200; transfers in < \$465,000

Covering Shortfalls

- General Fund excess from FY20= \$3,000,000
- FY21 budgeted expenditures deferred= \$841,733
- Grants allocated from State= \$1,300,000
- CARES reimbursement from State= \$1,300,000
- FEMA reimbursement from COVID expenses- TBD
- Reduce FY 21 budgeted expenditures further- TBD
- Use Fund reserves- TBD

Potential Bumps in the Road

- Pandemic gets even worse than today
- Regions revert back to Phase 3
- Unemployment increases
- Consumer spending decreases
- Forecast is for economy to remain, as is, through 2021

Board and staff discussion focused on staying with the budget and adjusting along the way; will be receiving \$1.3 million in legislative grants; reimbursements from FEMA; staff has found ways to save; non-essential items and capital projects; continue to invest in the community; grants and loans to businesses; upcoming large projects; many new businesses coming in; didn't lose any money this fiscal year (4/30/20); in March, \$7.9 million loss was being predicted; General Fund potential of \$3 million loss; could go up or down in next six months; projections will get refined; percentage and numbers are worst case scenarios; seeing no reduction in income tax; sales tax has dropped, but have other funds that have compensated for the drop; \$5.3 million loss is for all funds at worst case scenario; Police Pension Fund lost \$2-3 million in market value, but is now up \$3.2 million; funding at 69% now, but may need to increase the contributions to the Police Pension Fund; did fully fund the Police Pension Fund, just not out of property taxes; used General Fund; planning for the worst and hoping for the best; June, July and August are not as bad; a lot of unknowns; other communities are losing money; not seeing patterns here; fund balance at \$14 million; have reserves to convert; continue to look at expenses on a weekly basis; not spending more than bringing in; being conservative. There was no further discussion.

G.2 Provide Direction on the Entertainment Venue Construction Schedule and Budget.

Administrator Di Santo addressed the Board regarding direction, construction schedule and budget for the entertainment venue. During the Village Board discussion on June 9, 2020, staff indicated that the timing of the project construction would be revisited with the Board once the Governor announced the recipients of the Fast-Track grant. The recipients were announced on August 19, 2020 and the Village of Oswego was not awarded the grant for the entertainment venue project. The Fast-Track grant requires that construction quickly begin on any awarded project within 90-days. The project architect and engineer have been working toward an October 2020 groundbreaking and a May 2021 grand opening. Since the Village did not receive the grant, we are no longer under the same construction time constraints. Should the Board desire to move forward with this project, staff recommends delaying the bid opening to the late fall/early winter to take advantage of the most favorable bidding environment and to split the project budget over two fiscal years. This would mean a project groundbreaking this winter and a grand opening in late summer 2021 after the turf has been established. The adjusted schedule allows staff more time to put together a donation strategy and to find donors of time, material, and dollars for the project. The additional time would allow staff to issue a call for donations RFP prior to the official project bidding to identify any potential donors and ensure that their work/material meets the project specifications and quality standards.

Project Budget:

During the January 14, 2020 COTW presentation, staff identified the following funding sources:

- Sale of Old Police Station (\$800,000)
- State Capital Bill Funds (\$265,000)
- Grants
- Fundraising/Sponsorships

The Village Board passed the FY21 budget including \$750,000 in the Capital Improvement Plan for the project. While revenues have taken a hit from the pandemic, it has not been to the extent that many experts feared. Ending FY20 with a multi-million surplus, holding the line on discretionary spending, grant opportunities, and creative expenditure reductions keep the Village in the position to fund this and other planned capital projects should the Board desire. As discussed in January 2020, there are opportunities to fund this project with other sources outside of Village funds. This past year we received multiple grants as part of the state capital bill totaling \$1,370,000. Some grants were earmarked for specific purposes (Wolfs Crossing, Treasure and Rt. 30, etc.), while others were for more general purposes. The Village Board can consider allocating \$238,000 of “general infrastructure improvements” grants received to the entertainment venue project. Staff is also working on a planned donation strategy that will seek outside dollars to complete the project. Any donated time, materials, or dollars will help lower the Village’s portion of the \$750,000. By moving the completion of the project construction into late summer 2021, the funding is split over two fiscal years, FY21 and FY22, which further reduces the impact on this year’s budget.

Board Direction

Staff requested direction from the Village Board on the following items:

1. Consideration to bid the entertainment venue project in late fall/early winter for a winter groundbreaking and a late summer 2021 grand opening. Consensus was to move forward with bidding.
2. Consideration to utilize \$238,000 of state “general infrastructure improvement” grants towards the project. Consensus was to utilize the grant for the project.
3. Consideration to issue a “call for donations” RFP to help fund the project prior to bidding. Consensus was move forward with a donation RFP.

Board and staff discussion focused on purpose of the venue; who is going to run the venue; operating expenses; it is a community venue for small and large events; events will require a rental agreement; no direction to have staff running the venue; staff is cutting grass and maintaining the site for now; minimal cost; cost of bathrooms; budget set at \$750,000 to build the amphitheater, park ground and access; if it comes under the \$750,000, then the bathrooms are a priority; bathrooms and other amenities are not part of the budget; porta-potties will be the responsibility of the event organizer; if someone wants to donate or fundraise, then bathrooms would be a priority; roof line was able to be expanded and stay within the budget; growing community; Rep. Wheeler secured a \$100,000 grant for the project; Rep. Batinick secured a \$138,000 grant for the project; budget split over two fiscal years and will depend on when the State gets the money; naming rights for bathrooms; can include in the RFP; flower beds. There was no further discussion.

CLOSED SESSION

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

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

Aye: James Marter II

Terry Olson

Pam Parr
Brian Thomas

Judy Sollinger

Nay: None

Absent: Luis Perez

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

The Board adjourned to Closed Session at 6:46 p.m.

The Board returned to open session at 6:57 p.m., all remaining members still present.

ADJOURNMENT

The meeting adjourned at 6:57 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
September 1, 2020**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Troy Parlier called the meeting to order at 7:04 p.m. and led the Pledge of Allegiance to the Flag of the United States of America.

ROLL CALL

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

Board Members Absent: Trustee Luis Perez

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

RECOGNITIONS/APPOINTMENTS

E.1 Employee Service Awards

- a. Chad Vargas- 15 Years of Service (Police Department) Did not attend.
- b. Lisa Klatt- 20 Years of Service (Finance Department) Did not attend.
- c. Billie Robinson- 20 Years of Service (Finance Department) Director Horton briefly spoke about Billie's history with the Village and current duties and accomplishments. She had her picture taken with Director Horton and President Parlier.

E.2 Kiwanis Check Presentation- representatives from Kiwanis and the PD Explorer Post presented a \$2,975 check to IL COPS to support the families of fallen officers; hopefully the funds will go to their summer camps; pancake breakfast was in February, but was unable to hold the check presentation due to COVID.

E.3 Cultural Arts Commission

- a) Appoint Katie Marter for a Term to Expire April 30, 2021

A motion was made by Trustee Sollinger and seconded by Trustee Thomas to approve the Appointment of Katie Marter for a Term to Expire April 30, 2021.

Aye: James Marter II
Pam Parr
Brian Thomas

Terry Olson
Judy Sollinger

Nay: None

Absent: Luis Perez

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

E.4 Proclamation- National Payroll Week, September 7-11, 2020. President Parlier read the proclamation.

E.5 Proclamation- Chamber of Commerce Week, September 14-18, 2020. President Parlier read the proclamation.

PUBLIC FORUM

Public Forum was opened at 7:16 p.m. There was no one who requested to speak; the Public Forum was closed at 7:16 p.m.

STAFF REPORTS

There were no staff reports.

CONSENT AGENDA

- H.1 August 18, 2020 Committee of the Whole Minutes
- H.2 August 18, 2020 Regular Village Board Minutes
- H.3 Ordinance Amending Title 3 Chapter 7; Alcoholic Beverages- Renewal Period and Surety Bonds.
- H.4 Speedway - Initial Acceptance and Project Surety Reduction
 - a) Resolution Authorizing Final Acceptance of All Public Improvements for Speedway Located at 1830 Route 30, Effective September 2, 2020, and Release of Project Surety 285048904, Surety 285048905, Surety 285048906 and Surety 285048907.
 - b) Resolution Accepting a New Permanent Public Utility Easement from Speedway Located at 1830 Route 30.

A motion was made by Trustee Olson and seconded by Trustee Thomas to approve the Consent Agenda; Approving the August 18, 2020 Committee of the Whole Minutes; Approving the August 18 4, 2020 Regular Village Board Minutes; and approving the following ordinance and resolutions:

Ordinance No. 20-48; Ordinance Amending Title 3 Chapter 7; Alcoholic Beverages- Renewal Period and Surety Bonds.

Resolution No. 20-R-82; Resolution Authorizing Final Acceptance of All Public Improvements for Speedway Located at 1830 Route 30, Effective September 2, 2020, and Release of Project Surety 285048904, Surety 285048905, Surety 285048906 and Surety 285048907.

Resolution No. 20-R-83; Resolution Accepting a New Permanent Public Utility Easement from Speedway Located at 1830 Route 30.

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

Nay: None
Absent: Luis Perez

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

BILL LIST

- I.1 Approve Bill List Dated September 1, 2020 in the Amount of \$174,817.53.

A motion was made by Trustee Parr and seconded by Trustee Olson to approve the Bill List Dated September 1, 2020 in the Amount of \$174,817.53.

Aye: James Marter II Terry Olson

Pam Parr
Brian Thomas

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.

OLD BUSINESS

J.1 Resolution Ratifying the Village President's Executive Orders and Extending Declaration of Local Emergency and Disaster. **Resolution No. 20-R-84**

A motion was made by Trustee Sollinger and seconded by Trustee Olson to approve the Resolution Ratifying the Village President's Executive Orders and Extending Declaration of Local Emergency and Disaster.

There was no discussion.

Aye: James Marter II
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.

NEW BUSINESS

K.1 Ordinance Granting a Major PUD Amendment to Lot 7 of Oswego Junction Phase 2 Planned Unit Development to allow for the development of an entertainment venue and park and a Special Use Permit for outdoor entertainment. **Ordinance No. 20-49**

A motion was made by Trustee Thomas and seconded by Trustee Marter to approve an Ordinance Granting a Major PUD Amendment to Lot 7 of Oswego Junction Phase 2 Planned Unit Development to allow for the development of an entertainment venue and park and a Special Use Permit for outdoor entertainment.

The subject property is vacant, currently zoned B-3 Commercial Service and Wholesale District and is generally west of the Oswego Park-n-Ride parking lot, south of the railroad tracks legally described as Lot 7 Oswego Junction Phase 2. On October 1, 2019, the Village Board approved Resolution 19-R-72, approving an agreement to accept the donation of ~3 acres of property. The donation agreement requires the Village to develop "a venue for outdoor live performance and music entertainment and events to be enjoyed by the public" on the site within three years. Since that time, the Village entered into contracts with Schoppe Design for land planning, Threshold Acoustics for an acoustical study, and Williams Architects for architectural and engineering design.

Site Plan

Over the past several months, Mayor Parlier and staff have worked with Schoppe Design and the stakeholders to establish a master site plan. The site plan includes many desired design elements of the group:

- Northeast stage orientation to take advantage of existing sound barriers and to maximize the crowd area
- Area designated for food trucks
- Area designated for future playground
- Walking paths, overlooks, and aerators to use the pond as an amenity

- “Front of House” pad for audio technician
- Wide service corridor for trucks and equipment
- Future support building for public restrooms and concessions
- Entry court

The Phase I Site and Landscape plans include a limited scope of work including a covered stage, park-like area, and the service corridor. All other design elements would come during later stages when additional funds are available.

Future Zoning Process

Future changes to the PUD Plan would likely go through additional zoning processes, either a Major or Minor PUD Amendment. Any major changes would go back to PZC for consideration with a public hearing and a vote at the Village Board. Minor changes would be reviewed by staff and sent straight to Village Board.

There was no discussion.

Aye: James Marter II
Judy Sollinger

Terry Olson
Brian Thomas

Nay: Pam Parr

Absent: Luis Perez

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

**K.2 Ordinance Granting a Minor Amendment to the Final PUD for 113 Main Street.
Ordinance No. 20-50**

A motion was made by Trustee Sollinger and seconded by Trustee Olson to approve an Ordinance Granting a Minor Amendment to the Final PUD for 113 Main Street.

The petitioner is requesting approval of a minor amendment to allow for a projecting sign at the corner of the building. The proposed sign is eight feet in diameter with a calculated square footage of 64 square feet. The petitioner is proposing this sign to provide visibility to traffic traveling west along Washington Street and east along Washington down onto the bridge. The property is located in the downtown area which is governed by unique sign requirements. Specifically, the Code allows a projecting sign, like the sign proposed, but it limits the size to 10 square feet. The intent of the Code requirements for the downtown area were to establish signage that was in scale with the existing structures in the downtown. The proposed 113 Main Street structure is three times larger than the previous structure that was located at this site, while still being consistent with the size as planned in the Village’s Comprehensive Plan. If this building were located on a commercial property located outside of the downtown, the size of the sign would be calculated by the size of the building, which would be up to 66 square feet.

It is staff’s opinion that the proposed sign is designed to be consistent with the overall design of the building and is in proper scale of the structure. No other wall signs are proposed for the restaurant portion of the building. The Code allows for up to 123.75 square feet of wall signs for this building. Therefore, the overall signage of the restaurant use with the projecting signs and the awning signs will be consistent with the downtown signage requirements.

There was no discussion.

Aye: James Marter II
Pam Parr
Brian Thomas

Terry Olson
Judy Sollinger

Nay: None

Absent: Luis Perez

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

K.3 Ordinance Approving the Village to Participate in the Local CURE Program.

Ordinance No. 20-51

A motion was made by Trustee Olson and seconded by Trustee Sollinger to approve an Ordinance Approving the Village to Participate in the Local CURE Program.

The COVID-19 pandemic has had global implications, including right here in Oswego both across the community and within the Village organization. The Village continues to provide services to the people and businesses in our community, while experiencing a decline in revenues and watching our COVID-related expenses increase. Staff has stretched Village resources to support the needs of our community by adjusting to different work schedules, locations, and even different responsibilities to ensure that we were able to serve our community and local businesses. Multiple staff members pivoted fully to managing and responding to the impacts of COVID, including supporting local businesses, managing operational changes, technology implications, daily cleaning and disinfecting, procurement of personal protective equipment, and so much more. All of this is added to the ongoing responsibility of providing services to the community.

The federal government has provided two programs for reimbursement of COVID-19 expenses. These programs will assist in reimbursing the Village for expenses related to the COVID-19 pandemic:

- **Local CURE Program:** The Local CURE program is an assistance program that applies to all units of local government (as defined by the Illinois Constitution) outside of Cook, Lake, Will, Kane, & DuPage counties. This funding is federally funded from the Coronavirus Relief Fund using dollars allocated to Illinois through the CARES Act. CURE funding is administered by DCEO.
- **Federal Emergency Management Agency (FEMA) – Public Assistance (PA) Program:** FEMA assistance will provide a 75 percent federal cost-share of eligible expenditures. The amount of funding is based on the amount of funds remaining that were allocated to the program as a whole. Local CURE funding can be used as the 25 percent local match for FEMA funding. At this time, FEMA does not have a timeline of when expenses need to be submitted.

Staff has been tracking COVID-related expenditures since the pandemic began. This includes staff time responding to and researching COVID-related issues and policies; cleaning and disinfecting workstations, vehicles and public buildings; procuring supplies and materials for staff; participating in COVID related webinars that directly affect our residents, local businesses, and staff; and assisting the public and local businesses with the impacts of COVID. Most supply expenditures are reimbursable through FEMA. Staff time and contractual service reimbursements are limited to CURE. There is a possibility that more costs could be associated with COVID, at a later date, should the program criteria change (i.e., Economic Development awards, Utility Bill discounts, or Revenue shortfalls). Prior to submitting expenditures, the Village Board must adopt by ordinance a certificate permitting the Village to participate in the program. Staff will continue to track and submit expenditures throughout the term of the program, as well as monitor state and federal legislation for further COVID reimbursement opportunities.

There was no discussion.

Aye: James Marter II
Pam Parr
Brian Thomas

Terry Olson
Judy Sollinger

Nay: None
Absent: Luis Perez

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

K.4 Wolfs Crossing Phase II Engineering Agreement

- a) Resolution Authorizing the Village President to Execute the Local Public Agency Agreement for Federal Participation with the State of Illinois and to Appropriate \$748,251.00 of Rebuild Illinois Funds from the Motor Fuel Tax Fund for Improvements at the Intersection of Wolfs Crossing (FAU 1577) at Harvey Road in the Village of Oswego. **Resolution No. 20-R-85**
- b) Resolution Authorizing the Execution of a Phase II Engineering and Land Acquisition Services Agreement for Wolfs Crossing with Alfred Benesch & Company, Inc. in an Amount Not-To-Exceed \$1,558,344.74. **Resolution No. 20-R-86**

A motion was made by Trustee Sollinger and seconded by Trustee Olson to approve a Resolution Authorizing the Village President to Execute the Local Public Agency Agreement for Federal Participation with the State of Illinois and to Appropriate \$748,251.00 of Rebuild Illinois Funds from the Motor Fuel Tax Fund for Improvements at the Intersection of Wolfs Crossing (FAU 1577) at Harvey Road in the Village of Oswego and approve a Resolution Authorizing the Execution of a Phase II Engineering and Land Acquisition Services Agreement for Wolfs Crossing with Alfred Benesch & Company, Inc. in an Amount Not-To-Exceed \$1,558,344.74.

Administrator Di Santo and Director Hughes addressed the Board regarding Phase II of Wolfs Crossing. The Village has long recognized the need to improve Wolfs Crossing from US 34 on the west to US 30 on the east. This east-west corridor links Oswego and Oswego East High Schools and services as a regional conduit for travel through Oswego. The existing road is two lanes with agricultural ditches adjacent to the road. The Village issued a Request for Qualifications for Phase I Engineering in May 2016 and selected Alfred Benesch for this project. The Village commissioned a Phase I Engineering study to determine the purpose and need for the project. The study evaluated existing and proposed traffic conditions, drainage patterns, soils, and environmental conditions. The Village conducted extensive public engagement to determine community support and to guide the design principals which govern the project. Benesch completed the Phase I engineering in March 2020. After consultation with IDOT, it was agreed that the initial RFQ included the option for Phase II and therefore was sufficient for awarding Phase II without posting an additional request. Benesch performed well during Phase I and is recommended to continue with this complex project.

Roadway

Phase I engineering identified and prioritized ten project segments to ensure the project could proceed within funding constraints. The first project is located at the intersection of Wolfs Crossing and Harvey Road. This includes the construction of a roundabout, realignment of the approaching roadways, transition to existing pavement at east and west limits, drainage improvements, and installation of pedestrian and bicycle accommodations, lighting, and landscaping.

Watermain

Staff has also identified an opportunity to construct an unrelated project during the construction of the road. Combining these projects will result in significant savings through coordination of work and elimination of overhead associated with multiple contracts. There is currently no water main along

Wolfs Crossing. The Village needs to construct a watermain along this route to support improved flow through the Village as well as to support future development along the corridor. Though state and federal funding sources will not pay for Phase II water main engineering, it is anticipated that the expansion project will spur more subdivisions to develop along the corridor, and a new main would be necessary to ensure sufficient capacity for that development. Positioning of the water main, (anticipated to be on the north side of the street) will dictate the amount of land that ultimately needs to be acquired. For these reasons, design of the entire length of water main is being included in Phase II. Installation of the watermain will be done with the Phase III road construction with the section from Fifth Street to Devoe Drive constructed with the roundabout at Harvey Road.

Contract Scope of Work

The scope of the Phase II engineering contract includes:

- Phase II engineering, land acquisition services, and final plans for the roadway intersection of Wolfs Crossing and Harvey Road
- Phase II engineering, land acquisition services, and final plans for new watermain from Fifth Street to Devoe Drive
- Phase II engineering, land acquisition services, and concept plans for roadway improvements from Della Lane to Fifth Street

The land acquisition in this phase will include 100% of the land needed for the Harvey intersection and 100% of the land anticipated along the north side of Wolfs Crossing for the construction of the entire watermain. It includes approximately 70% of the total land required for the entire project from Devoe Drive to Della Lane. Farm fields on the south side of the roadway will be acquired as part of future road projects or dedicated as part of future developments.

Schedule

Per the contract, Phase II engineering will take 15 months (450 days) from the Notice to Proceed. Staff would expect land acquisition to commence sometime in mid-2021. If the contract is approved by IDOT this month, the plans would be completed in approximately January 2022 and subject to IDOT plan review time. The construction will take approximately 18 months to complete. The specific construction schedule will be determined at a later date.

Funding

The total estimated cost of the Phase II engineering, including land acquisition, is \$2,027,344.49. This is a slight increase in the originally estimated cost when the FY21 budget was prepared as staff has refined the project limits and added the watermain. Funding the project is from multiple sources. We will use \$212,600 of previously secured federal Surface Transportation – Urban funds for a portion of the roadway design. These funds are supplemented by \$748,251 of Rebuild Illinois funds and \$200,000 of funds allocated to this project in the state budget. The Rebuild Illinois funds are housed in the Village’s MFT account per state requirements. These funds may only be used for bondable infrastructure, making the Wolfs Crossing project a perfect vehicle to spend them. At the time that staff prepared the FY21 budget, the state funds had not been assigned to the Village. With these new funds, we are able to reduce the Village’s Capital Improvement Fund investment to \$206,800. The Water & Sewer Capital Improvement Program funds will pay for the design and land acquisition associated with the watermain.

Phase 2 - Design

Expense

<u>Phase II Engineering</u>	<u>Road</u>	<u>Water</u>	<u>Total</u>
Road Engineering	\$ 870,238.93		
Land Acquisition Services - Road	\$ 201,564.30		
Land Purchase - Road	\$ 201,000.00		
Watermain Engineering		\$ 86,541.26	
Land Acquisition Services - Water		\$ 400,000.00	
<u>Land Purchase - Water</u>		<u>\$ 268,000.00</u>	
Subtotal	\$ 1,272,803.23	\$ 754,541.26	
	63%	37%	

Total Expense	\$ 2,027,344.49
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Funding

<u>Phase II</u>	<u>Road</u>	<u>Water</u>	<u>Total</u>
Village			
CIP	\$206,800.00	15%	
W&S CIP		<u>\$760,000.00</u>	100%
Subtotal Village			\$966,800.00 45%
State	\$948,251.30	69%	\$0.00 0%
Federal	<u>\$212,600.00</u>	<u>16%</u>	<u>\$0.00</u> <u>0%</u>
Subtotal	\$1,367,651.30	100%	\$760,000.00 100%

Total Funding	\$2,127,651.30
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Staff continues to search for additional funding sources that could reduce the Village share in Phase II. In the event one of the promised funding sources falls through, the intention is to complete Phase II Engineering then reassess prior to bidding out Phase III construction. Phase III is estimated to be \$7.4M. We are proposing to use Rebuild Illinois and STU funds in that phase. Up to \$742,000 in state capital grants may be able to fund Phase III construction. Benesch consultants were present to answer Board questions.

Board and staff discussion focused on whether this is the least expensive Phase; this Phase was identified as needed; ten sections need to be completed; this portion is the only one we can afford right now; whether another section could be started if the Village gets more money; want to get more community support; budget constraints. There was no further discussion.

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

Nay: None
 Absent: Luis Perez

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

PRESIDENT'S REPORT

Labor Day is next Monday; all Village offices closed. Good start to school; amazed at how in-tune kids are; pleasantly surprised.

TRUSTEE REPORTS

Trustee Sollinger asked Director Hughes about the directional signs for the Senior Center; monument sign cannot be produced.

CLOSED SESSION

There was no Closed Session held.

ADJOURNMENT

A motion was made by Trustee Marter and seconded by Trustee Olson to adjourn the meeting; upon a voice vote with all remaining members present voting aye, the meeting was adjourned at 7:29 p.m.

Tina Touchette
Village Clerk

DRAFT

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: September 15, 2020

SUBJECT: 7-11 Plat of Dedication

ACTION REQUESTED:

Ordinance Approving the Plat of Dedication for 244 E. Washington Street

BOARD/COMMISSION REVIEW:

Plats of Dedication do not require Planning and Zoning Commission review.

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
5/7/2019	Village Board	Approved Ordinance #19-32 approving the Rezoning and Preliminary/Final PUD for 7-11.

DEPARTMENT: Community Development

SUBMITTED BY: Community Development Director Rod Zenner

FISCAL IMPACT:

NA

BACKGROUND:

In May of 2019, the Village Board approved the Preliminary/Final PUD to allow for the construction of a 7-11 convenience store and gas station at 244 Washington Street. The project is nearing completion.

DISCUSSION:

During the development process of the convenience store, it was determined that an additional dedication is necessary along Washington Street to accommodate utilities in that area. The total size of the dedication is 22.95 square feet. Staff has reviewed the Plat of Dedication and recommend approval.

RECOMMENDATION:

Staff recommends adoption of the Ordinance approving the Plat of Dedication of East Washington Street.

ATTACHMENTS:

Ordinance

Exhibit A – Legal Description

Exhibit B – Location Map

Exhibit C – Plat of Dedication

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

ORDINANCE NO. 20 -- ____

**AN ORDINANCE GRANTING A PLAT OF DEDICATION OF EAST WASHINGTON STREET,
IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS.**

(Plat of Dedication 244 E. 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 this 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 PLAT OF DEDICATION OF EAST WASHINGTON STREET,
IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS.**

(Plat of Dedication 244 E. 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 Village Board approved Ordinance #19-32 (recorded as Document 2019-00006147); and

WHEREAS, the petitioner, GW Properties, LLC, has filed a Plat of Dedication of East Washington Street located at 244 E. Washington Street.

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 Plat of Dedication of East Washington Street as submitted by GW Properties LLC. is hereby 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 along with the following additional exhibits:

Exhibit "A"- Legal description

Exhibit "B"- Location map

Exhibit "C"- Plat of Dedication of East Washington Street

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 PLAT OF DEDICATION OF EAST WASHINGTON STREET, IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS.

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

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

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Legal Description

THAT PART OF THE NORTH ½ OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE [POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF ILLINOIS STATE ROUTE NO. 71 WITH THE CENTER LINE OF WASHINGTON STREET; THENCE NORTH 44 DEGREES, 20MINUTES, 32 SECONDS WEST, ALONG SAID CENTER LINE 175.19 FEET TO AN ANGLE IN SAID CENTER LINE; THENCE NORTH 21 DEGREES, 40 MINUTES, 00 SECONDS WEST, ALONG SAID CENTER LINE 83.54 FEET; THENCE NORTH 68 DEGREES, 57 MINUTES, 00 SECONDS EAST, 213.86 FEET; THENCE SOUTH 47 DEGREES, 57 MINUTES, 45 SECONDS EAST, 157.05 FEET TO SAID NORTHWESTERLY LINE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3,531.10 FEET, A DISTANCE OF 238.85 FEET TO THE POINT OF BEGINNING, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

EXCEPTING THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, WITH BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD 83), DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 1 DEGREE 39 MINUTES 55 SECONDS EAST, 137.53 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 85 DEGREES 25 MINUTES 30 SECONDS WEST, 154.67 FEET; THENCE SOUTH 72 DEGREES 54 MINUTES 15 SECONDS WEST 147.87 FEET; THENCE SOUTH 17 DEGREES 32 MINUTES 39 SECONDS EAST, 86.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 54 MINUTES 15 SECONDS EAST, 3.65 FEET; THENCE SOUTHERLY 61.15 FEET ALONG A 456.51 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 22 DEGREES 27 MINUTES 00 SECONDS EAST, 61.10 FEET; THENCE SOUTH 33 DEGREES 29 MINUTES 14 SECONDS EAST, 68.54 FEET; THENCE SOUTH 46 DEGREES 48 MINUTES 26 SECONDS EAST, 60.46 FEET; THENCE SOUTH 67 DEGREES 21 MINUTES 10 SECONDS EAST, 33.32 FET; THENCE NORTHEASTERLY 103.92 FEET ALONG A 3,505.28 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 47 DEGREES 29 MINUTES 07 SECONDS EAST, 103.92 FEET; THENCE NORTH 51 DEGREES 36 MINUTES 59 SECONDS EAST, 70.44 FEET; THENCE SOUTH 42 DEGREES 52 MINUTES 55 SECONDS EAST, 13.59 FEET; THENCE SOUTHWESTERLY 183.00 FEET ALONG A 3,531.10 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 46 DEGREES 59 MINUTES 07 SECONDS WEST, 182.98 FEET; THENCE NORTH 84



DEGREES 40 MINUTES 34 SECONDS WEST, 34.32 FEET; THENCE SOUTH 38 DEGREES 01 MINUTES 09 SECONDS EAST, 25.00 FEET; THENCE SOUTHWESTERLY 33.04 FEET ALONG A 3,531 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 49 DEGREES 06 MINUTES 37 SECONDS WEST, 33.04 FEET; THENCE NORTH 38 DEGREES 01 MINUTES 09 SECONDS WEST, 180.56 FEET; THENCE NORTH 17 DEGREES 32 MINUTES 39 SECONDS WEST, 77.40 FEET; THENCE NORTH 72 DEGREES 54 MINUTES 15 SECONDS EAST, 33.00 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

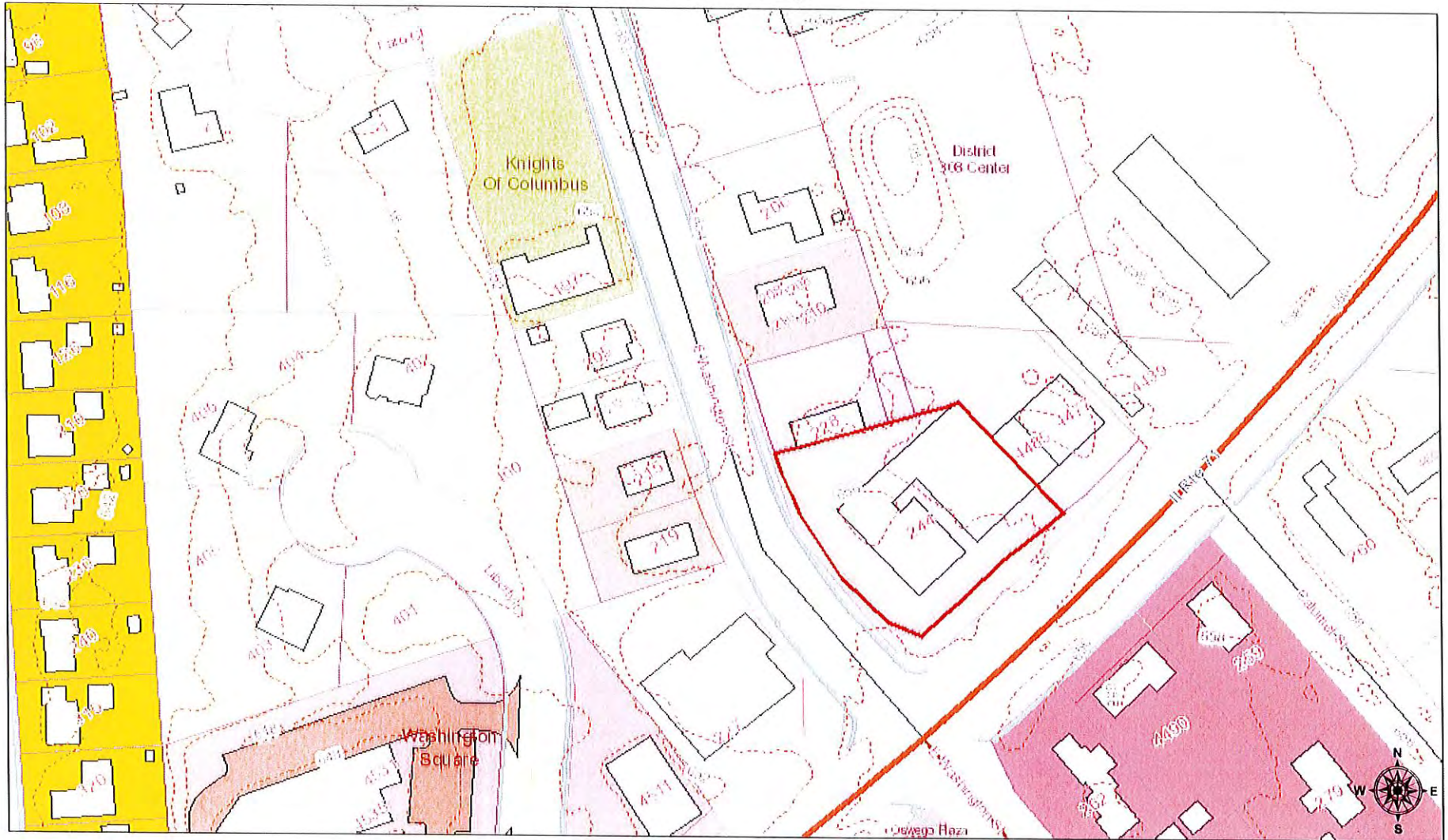
BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF ILLINOIS STATE ROUTE NO.71 WITH THE CENTER LINE OF WASHINGTON STREET; THENCE NORTH 44 DEGREES 20 MINUTES 32 SECONDS WEST, 96.00 FEET; THENCE NORTH 45 DEGREES 39 MINUTES 28 SECONDS EAST, 40.50 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 50 DEGREES 45 MINUTES 30 SECONDS WEST, 15.10 FEET; THENCE NORTH 37 DEGREES 26 MINUTES 19 SECONDS WEST, 13.19 FEET; THENCE SOUTH 44 DEGREES 33 MINUTES 01 SECONDS EAST, 28.10 FEET, TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS


KNOWN AS: 244 E. WASHINGTON STREET, OSWEGO, ILLINOIS

PERMANENT INDEX NUMBER: 03-20-126-010-0000

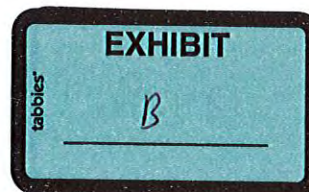
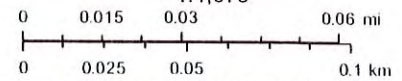
Location Map



April 29, 2019

 Parcels

1:1,979



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 Kendall County Illinois GIS
 Copyright © 2011 Village of Oswego

PLAT OF DEDICATION OF EAST WASHINGTON STREET

THAT PART OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF ILLINOIS STATE ROUTE NO. 71 WITH THE CENTER LINE OF WASHINGTON STREET; THENCE NORTH 44 DEGREES 20 MINUTES 38 SECONDS WEST 88 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 10 SECONDS WEST 176 FEET TO AN ANGLE IN SAID CENTER LINE, THENCE NORTH 21 DEGREES 40 MINUTES 48 SECONDS WEST ALONG SAID CENTER LINE 82.4 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 10 SECONDS EAST 213.38 FEET; THENCE SOUTH 47 DEGREES 07 MINUTES 49 SECONDS EAST 182.38 FEET TO SAID NORTHWESTERLY LINE, THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3,091.10 FEET, A DISTANCE OF 328.5 FEET TO THE POINT OF BEGINNING, VILLAGE OF OSWEGO, FERNDALE COUNTY, ILLINOIS.

EXCEPTING THE FOLLOWING DESCRIBED LAND:
THAT PART OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, FERNDALE COUNTY, ILLINOIS, WITH BEARING REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM 2011 (NAD 83), DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26, THENCE SOUTH 1 DEGREE 11 MINUTES 51 SECONDS WEST 157.88 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 28 MINUTES 38 SECONDS WEST 184.87 FEET; THENCE SOUTH 11 DEGREES 54 MINUTES 11 SECONDS WEST 141.87 FEET; THENCE SOUTH 13 DEGREES 32 MINUTES 38 SECONDS EAST 86.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 73 DEGREES 54 MINUTES 18 SECONDS EAST 1.88 FEET; THENCE SOUTHWESTERLY 81.18 FEET ALONG A 3,821 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 48 DEGREES 27 MINUTES 38 SECONDS EAST 81.18 FEET; THENCE SOUTH 48 DEGREES 44 MINUTES 38 SECONDS EAST 81.18 FEET; THENCE SOUTH 48 DEGREES 27 MINUTES 38 SECONDS EAST 81.18 FEET; THENCE SOUTH 48 DEGREES 44 MINUTES 38 SECONDS EAST 81.18 FEET; THENCE NORTHWESTERLY 145.88 FEET ALONG A 3,821 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 48 DEGREES 27 MINUTES 38 SECONDS EAST 145.88 FEET; THENCE NORTH 48 DEGREES 27 MINUTES 38 SECONDS EAST 145.88 FEET; THENCE SOUTH 48 DEGREES 27 MINUTES 38 SECONDS EAST 145.88 FEET; THENCE SOUTH 48 DEGREES 44 MINUTES 38 SECONDS EAST 81.18 FEET; THENCE SOUTH 48 DEGREES 27 MINUTES 38 SECONDS EAST 81.18 FEET; THENCE SOUTHWESTERLY 81.18 FEET ALONG A 3,821 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 48 DEGREES 27 MINUTES 38 SECONDS WEST 145.88 FEET; THENCE NORTH 48 DEGREES 27 MINUTES 38 SECONDS WEST 145.88 FEET; THENCE SOUTH 48 DEGREES 27 MINUTES 38 SECONDS WEST 145.88 FEET; THENCE NORTH 48 DEGREES 27 MINUTES 38 SECONDS WEST 145.88 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF FERNDALE AND STATE OF ILLINOIS.

BEING REFERRED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF ILLINOIS STATE ROUTE NO. 71 WITH THE CENTER LINE OF WASHINGTON STREET;
THENCE NORTH 44 DEGREES 20 MINUTES 38 SECONDS WEST 88 FEET;
THENCE NORTH 88 DEGREES 18 MINUTES 10 SECONDS EAST 88 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 88 DEGREES 18 MINUTES 10 SECONDS WEST 176 FEET;
THENCE NORTH 21 DEGREES 40 MINUTES 48 SECONDS WEST 82.4 FEET;
THENCE NORTH 88 DEGREES 18 MINUTES 10 SECONDS EAST 213.38 FEET;
THENCE SOUTH 47 DEGREES 07 MINUTES 49 SECONDS EAST 182.38 FEET TO THE POINT OF BEGINNING, ALL IN FERNDALE COUNTY, ILLINOIS.
KNOWN AS 2211 N. WASHINGTON STREET, OSWEGO, ILLINOIS
PERMANENT INDEX NUMBER: 02-02-23
TOTAL DEDICATION AREA = 22.56 SQ. FT.

THIS IS TO CERTIFY THAT THE OSWEGO LLC IS THE OWNER OF THE LAND DESCRIBED ABOVE AND AS SHOWN AS OWNED HEREON AND HAS BEEN FULLY ADVISED OF THE RIGHTS AND OBLIGATIONS OF THE LAND SURVEYOR FOR THE USE AND PURPOSES THEREOF AND HAS ALLOTTED AND AUTHORIZED BY INSTRUMENT NO. 2018-26224-2, BEARING DATE, COUNTY AND TOWNSHIP AND LAND TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION.

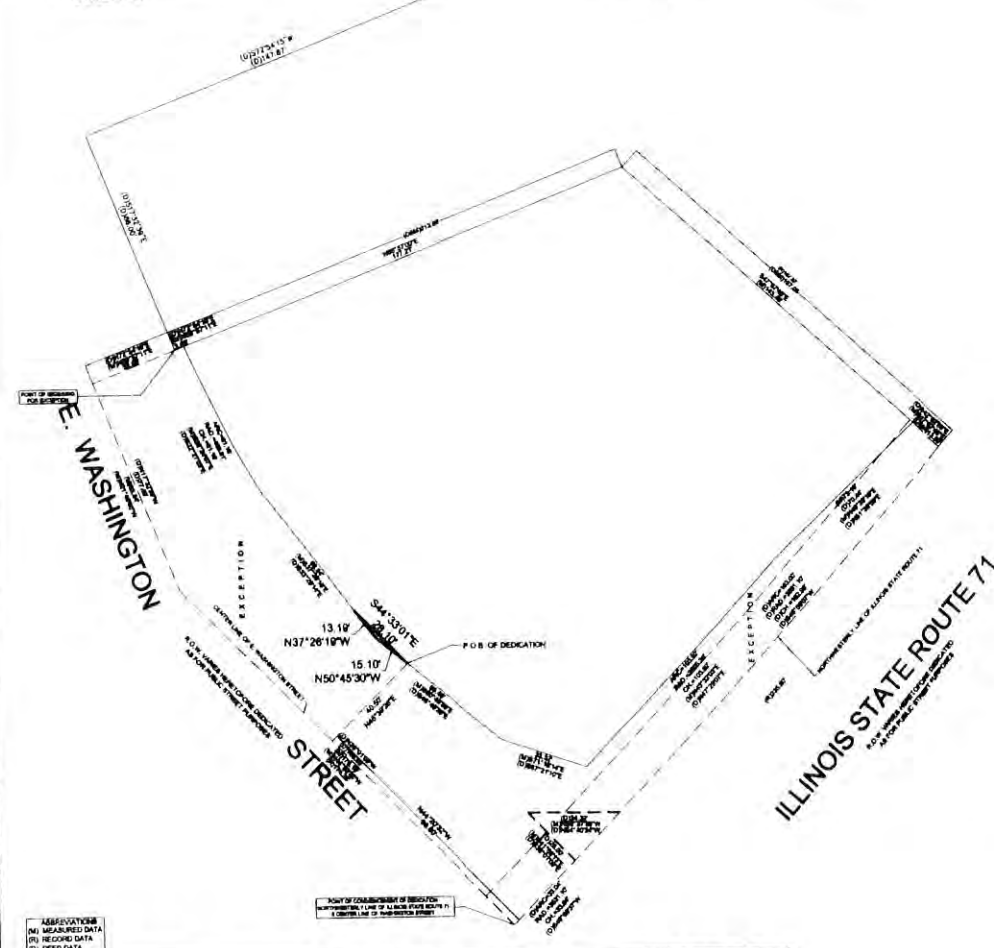
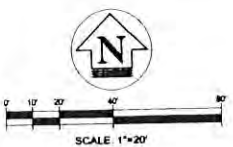
DATED THE 14 DAY OF July, A.D. 2018
BY: James R. Trullman
SURVEYOR

ADDRESS:
2211 WASHINGTON AVE.
SUITE 304, CHICAGO, IL 60614

NOTARY CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF FERNDALE)
I, ROY G. LAMNICKAZ, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT JAMES R. TRULLMAN, OF SAID COUNTY, COUNTY AND TOWNSHIP, PERSONALLY BECAME KNOWN TO ME TO BE THE PERSONAL SIGNER OF SAID INSTRUMENT NO. 2018-26224-2, AND PERSONALLY BECAME KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ACCOMPANYING INSTRUMENT, APPROVED BEFORE ME ON THE DAY IN PERSON.
GIVEN UNDER MY HAND AND NOTARIAL SEAL ON THE 14 DAY OF July, A.D. 2018.
BY: James R. Trullman
NOTARY PUBLIC

COMMISSION EXPIRES: 02-02-23
SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)

I, ROY G. LAMNICKAZ, AN ILLINOIS REGISTERED LAND SURVEYOR NO. 38-2380, DO HEREBY CERTIFY THAT I HAVE PREPARED THE PROPERTY DESCRIBED ABOVE PURSUANT TO OFFICIAL AND PRIVATE RECORDS FOR THE PURPOSE OF DEDICATING SAME TO PUBLIC USE AS FOR PUBLIC ROAD, ALL OF WHICH IS SHOWN ON THE PLAT HEREBY DRAWN.
COMMISSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CONNECTED TO A TOWNSHIP LINE OF 36 DEGREES 59 MINUTES 56 SECONDS.
DATED THIS 30 DAY OF MARCH, A.D. 2018
BY: Roy G. Lamnickaz
ROY G. LAMNICKAZ, REGISTERED ILLINOIS LAND SURVEYOR NO. 38-2380
LICENSE EXPIRES NOVEMBER 30, 2020
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-040478
LICENSE EXPIRES APRIL 30, 2021



VILLAGE BOARD APPROVAL CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF FERNDALE)
THE VILLAGE OF OSWEGO, ILLINOIS HEREBY CERTIFIES THAT THE ACCOMPANYING PLAT WAS PREPARED TO AND BY THE SAID VILLAGE OF OSWEGO, ILLINOIS, AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF OSWEGO, ILLINOIS, ON THIS 14 DAY OF July, A.D. 2018.
ATTESTED TO THE 14 DAY OF July, A.D. 2018.
(SEAL)
MAYOR: _____ VILLAGE CLERK: _____

REGISTER OF INSTRUMENTS
STATE OF ILLINOIS)
COUNTY OF FERNDALE)
I, James R. Trullman, REGISTER OF INSTRUMENTS OF THE VILLAGE OF OSWEGO, ILLINOIS, DO HEREBY CERTIFY THAT ALL PROVISIONS PERTAINING TO INSTRUMENTS IN THIS PLAT HAVE BEEN COMPLIED WITH AND THAT THE INSTRUMENTS IN THIS PLAT HAVE BEEN RECORDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS RECORDS ACT.
ATTESTED TO THE 14 DAY OF July, A.D. 2018.
BY: James R. Trullman
REGISTER OF INSTRUMENTS
VILLAGE OF OSWEGO

OSWEGO VILLAGE COLLECTOR CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF FERNDALE)
I, James R. Trullman, COLLECTOR OF THE VILLAGE OF OSWEGO, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, UNPAID SPECIAL ASSESSMENTS OR ANY DELINQUENT METALLICMENTS THEREON THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND ILLUSTRATED IN THE ACCOMPANYING PLAT.
DATED AT THE VILLAGE OF OSWEGO, FERNDALE COUNTY, ILLINOIS ON THIS 14 DAY OF July, A.D. 2018.
VILLAGE COLLECTOR: _____

FERNALE COUNTY CLERK CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF FERNDALE)
I, James R. Trullman, COUNTY CLERK OF FERNDALE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, UNPAID SPECIAL ASSESSMENTS OR ANY DELINQUENT METALLICMENTS THEREON THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND ILLUSTRATED IN THE ACCOMPANYING PLAT, GIVEN UNDER MY HAND AND SEAL OF THE FERNDALE COUNTY CLERK, ILLINOIS, THIS 14 DAY OF July, A.D. 2018.
COUNTY CLERK: _____ (SEAL)

PROJECT No.: 2018-26224-2
ISSUE DATE: 3/8/18
SCALE: 1"=20'
SHEET NUMBER: 1 OF 1

PLAT PREPARED FOR:
GW OSWEGO LLC
2211 N. ELSTON AVE.,
SUITE 304, CHICAGO, IL 60614

PLAT PREPARED BY:
UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVER FOREST, ILLINOIS, 60305
TEL: (847) 290-1010 FAX: (847) 290-5887
E-MAIL: USURVEY@USANDCS.COM

NO.	REVISIONS	DATE
1	REVISED	04/02/20
2		
3		
4		
5		
6		



AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: September 15, 2020

SUBJECT: Lead Service Line Replacement Contract Award

ACTION REQUESTED:

Resolution Authorizing the Execution of a Contract with Brandt Excavating, Morris, IL for the Removal of Five Lead Service Lines for Properties Located at Various Locations in an Amount Not to Exceed \$69,125.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
9/17/2019	COW	Authorization to move forward with lead service line replacement.
6/23/2020	Village Board	Approved Resolution 20-R-63 Authorizing the Execution of PSA with Engineering Enterprises for the Lead Service Line Replacement Program in the Amount Not to Exceed \$47,379
8/18/2020	Village Board	Approved Resolution 20-R-76 Authorizing the Execution of the Release, Hold Harmless and Temporary Construction Easements

DEPARTMENT: Public Works

SUBMITTED BY: Timothy A. Zasada, Assistant Public Works Director - Utilities

FISCAL IMPACT:

Water and Sewer Capital Improvement Fund - Utility System Improvements (Acct #5106070-574000) - \$120,000.

BACKGROUND:

The Illinois Department of Public Health (IDPH) no longer allows utilities to partially replace lead service lines. Currently, Senate Bill 3080 is moving through the House and Senate which proposes every community in Illinois develop a plan to remove all known private and public lead service lines within the next 10 years. Water professionals, the Illinois Municipal League, and many others believe that some version of this bill will pass in the very near future which will mandate the replacement.

The Village investigated service line materials of homes during the meter changeout program. We specifically targeted older homes that pre-date the state's exclusion of lead service lines. We found lead water service lines at residential homes located at 26 W. Benton St., 320 S. Madison St., 62 Park St., 16 Garfield Ave., and 224 Chicago Rd.

DISCUSSION:

On June 23, 2020, the Village board approved a professional services agreement with Engineering Enterprises to complete the engineering of the five lead service replacements. The Village issued an invitation to bid on August 20, 2020. The bids include a base bid to leave the existing service lines in place and install new copper service lines. The alternate bid is to remove the lead service lines and pull a new copper line in its place. Staff recommends awarding the contract with the alternate and selecting in the field the method.

We received three bids and publicly opened them on September 3, 2020. The qualified responsive bidder and lowest bid was Brandt Excavating, Morris, IL.

Brandt has performed lead service line replacements in the Village of Montgomery (106 each), The Village of North Aurora (3 each). They are also performing work for the Cities of Joliet and Aurora.

Work should start by the end of September and be completed before Thanksgiving. The actual work at each house will only take a day or two. The exact schedule will be determined based upon resident availability to provide access into the homes.

RECOMMENDATION:

EEI has reviewed the bids and compiled the bid tab. They recommend awarding the contract to Brandt Excavating, Morris, IL for the lead service line replacements at various locations in an amount not to exceed \$69,125. Staff concurs with this recommendation.

ATTACHMENTS:

- Resolution
- Exhibit A – Brandt Excavating, Inc. Contract
- Exhibit B - Recommendation Letter and Bid Tab

RESOLUTION NO. 20 - R - ____

RESOLUTION AUTHORIZING THE EXECUTION OF AN CONTRACT WITH BRANDT EXCAVATING, INC., MORRIS, ILLINOIS, FOR THE REMOVAL OF FIVE LEAD SERVICE LINES FOR PROPERTIES LOCATED AT VARIOUS LOCATIONS IN AN AMOUNT NOT TO EXCEED \$69,125.

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

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

WHEREAS, the Village desires to replace five residential lead water service lines at various properties, and

WHEREAS, Brandt Excavating, Inc., Morris, IL. Is highly qualified in the replacement of water service lines with plentiful experience, and

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

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. APPROVAL OF CONTRACT

The Village President and Village Board of Trustees hereby approve the contract with Brandt Excavating, Inc., Morris, Illinois, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the contract with Brandt Excavating, Inc., Morris, Illinois

in the amount of \$69,125 for the removal of five lead service lines for properties located in various locations, 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 15th day of September 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 15th day of September 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 AN CONTRACT WITH BRANDT EXCAVATING, INC., MORRIS, ILLINOIS, FOR THE REMOVAL OF FIVE LEAD SERVICE LINES FOR PROPERTIES LOCATED AT VARIOUS LOCATIONS IN AN AMOUNT NOT TO EXCEED \$69,125.

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



INVITATION TO BID

Requesting:	Bid(s) For Lead Service Line Replacement
Issue Date:	August 20, 2020
Pre-Bid Meeting:	N/A
Pre-Bid Meeting Location:	N/A
Last Date for Questions:	August 28, 2020, by 3:00 PM
Addendum Posted:	August 31, 2020, by 3:00 PM
Proposals Due:	September 3, 2020, at 10:00 A.M.
Public Opening:	bids.oswegoil.org
Note:	Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply

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

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

Contact for this proposal:

Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org

INSTRUCTIONS TO BIDDERS

1. Preparation and Submission of Bids:

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

- K. The Bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.
 - L. The Bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within the time limit specified within the Bid, it is understood and agreed that the completion within the time limit is an essential part of the contract.
 - M. By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
 - N. No Bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
 - O. No Bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
2. **Additional Information Request:** Questions regarding this Bid and specific questions regarding the specifications in this Bid can be emailed to Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 or email cparker@oswegoil.org. Answers will be provided in writing to all potential Bidders; No oral comments will be made to any Bidder as to the meaning of the Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of, and the Village will reject all claims related thereto.
- Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modifications or additions to the bid documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the bid quotation. Failure of a Bidder to include a signed formal Addendum in its bid quotation shall deem its quotation non-responsive: provided, however, that the Village may waive this requirement if it in its best interest.
3. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and

obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.

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

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

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

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

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

ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such bids, quotations, or offers.

CONTRACT

This contract is entered into this 3rd day of September 2020, by and between the Village of Oswego (Village) and Brandt Excavating, Inc. (Contractor).

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

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

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

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

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

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

A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractors shall be at least as broad as the following:

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

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

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

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

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

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

4. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.
5. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$500.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
6. **Contract Term:** The contract shall begin upon contract approval and terminate upon completion of work.
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. It is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than 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 at the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by

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

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

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

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

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

CONTRACT SIGNATURES

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

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

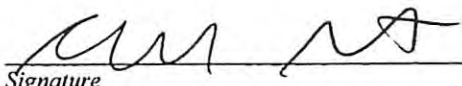
Attest:

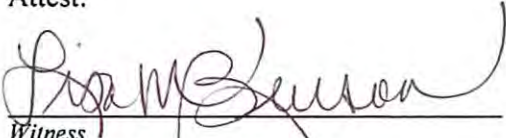
By: _____
Village President

Village Clerk

CONTRACTOR: Brandt Excavating, Inc.

Attest:

By: 
Signature


Witness
Lisa M. Benson

Chad Brandt, President
Print Name and Title

BID COST SHEET


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

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

TOTAL COST:

BASE BID ITEM					
Item Number	Item	Unit of Measure	Quantity	Unit Price	Total Cost
1	TREE ROOT PRUNING	EA	5	200.00	1000.00
2	CONTRACTOR RESIDENT COORDINATION	EA	5	250.00	1250.00
3	WATER SERVICE ABANDONMENT	EA	5	700.00	3500.00
4	WATER SERVICE CONNECTION, 1-INCH	EA	5	1000.00	5000.00
5	WATER SERVICE LINE PUBLIC, TYPE "K" COPPER, 1-INCH	LF	75	40.00	3000.00
6	WATER SERVICE LINE, PRIVATE, SLAB, TYPE "K COPPER, 1-INCH (16 GARFIELD STREET)	EA	1	6500.00	6500.00
7	WATER SERVICE LINE, PRIVATE, BASEMENT, TYPE "K COPPER, 1-INCH (26 W. BENTON STREET)	EA	1	4500.00	4500.00
8	WATER SERVICE LINE, PRIVATE, BASEMENT, TYPE "K COPPER, 1-INCH (320 S. MADISON STREET)	EA	1	4500.00	4500.00
9	WATER SERVICE LINE, PRIVATE, BASEMENT, TYPE "K COPPER, 1-INCH (62 PARK STREET)	EA	1	4500.00	4500.00
10	WATER SERVICE LINE, PRIVATE, BASEMENT, TYPE "K COPPER, 1-INCH (224 CHICAGO ROAD)	EA	1	4500.00	4500.00
11	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	10	50.00	500.00
12	PRIVATE PROPERTY UTILITY LOCATION	EA	5	500.00	2500.00
13	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, 6-INCH (ROW)	EA	5	80.00	400.00
14	EXPLORATORY EXCAVATION (ROW)	EA	1	400.00	400.00
15	HOT-MIX ASPHALT PAVEMENT REMOVAL	SY	25	10.00	250.00
16	HOT-MIX ASPHALT PAVEMENT PATCH, 4.5-INCH	SY	25	80.00	2000.00

17	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	50	65.00	3250.00
18	SIDEWALK REMOVAL AND REPLACEMENT	SF	100	12.00	1200.00
19	RESTORATION	SY	75	13.00	975.00
20	TRAFFIC CONTROL AND PROTECTION	LSUM	1	1000.00	1000.00
21	ALLOWANCE – ITEMS ORDERED BY THE ENGINEER	EA	10,000	1	10,000.00
BASE BID TOTAL ESTIMATED COST OF WORK INCLUDING ALL LABOR, MATERIALS					\$60,725.00
ALTERNATIVE A BID ITEMS					
22	WATER SERVICE LINE, PRIVATE, BASEMENT, TYPE "K COPPER, 1-INCH, LEAD EXTRACTION METHOD (26 W. BENTON STREET)	EA	1	4200.00	4200.00
23	WATER SERVICE LINE, PRIVATE, BASEMENT, TYPE "K COPPER, 1-INCH, LEAD EXTRACTION METHOD (62 PARK STREET)	EA	1	4200.00	4200.00
ALTERNATE A BID TOTAL ESTIMATED COST OF WORK INCLUDING ALL LABOR, MATERIALS					\$8400.00


 Signature of Authorized Representative
 Chad Brandt, President

9-3-2020
 Date

DETAIL EXCEPTION SHEET

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

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

Contractor's exceptions are:

EQUIPMENT LIST

Name	Make	Model	Year	Use
Rubber Tire Loader	CAT	1T28-G	2001	
Trackhoe	CAT	315	2005	
Skidsteer	CAT	289D	2008	
Mini Excavator	CAT	304C	2007	

SUBCONTRACTOR LISTING

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

Subcontractor No. 1

Schollmeyer Landscaping
Business Name

65578 Dauberman Road Big Rock IL 60511
Address *City, State, Zip Code*

Cory Schollmeyer 630-556-3042
Contact Person *Telephone Number*

Value of Work Restoration, Landscaping
Value of Work *Nature of Work*

Subcontractor No. 2

United Meters, Inc.
Business Name

798 Gore Road Morris IL 60450
Address *City, State, Zip Code*

Mike Rodosky 815-941-1061
Contact Person *Telephone Number*

Value of Work Plumbing
Value of Work *Nature of Work*

Subcontractor No. 3

Business Name

Address City, State, Zip Code

Contact Person Telephone Number

Value of Work Nature of Work

REFERENCES

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

Reference No. 1

<u>City of Joliet</u>	
<i>Business Name</i>	
<u>150 W. Jefferson St.</u>	<u>Joliet IL 60432</u>
<i>Address</i>	<i>City, State, Zip Code</i>
<u>Allison Swisher</u>	<u>815-724-4222</u>
<i>Contact Person</i>	<i>Telephone Number</i>
<u>2017, 2018, 2019, 2020</u>	<u>sanitary sewers Water main replacements</u>
<i>Dates of Service</i>	<i>Nature of Work</i>

Reference No. 2

<u>Baxter Woodman</u>	
<i>Business Name</i>	
<u>8840 West 192nd Street</u>	<u>Mokena, IL 60448</u>
<i>Address</i>	<i>City, State, Zip Code</i>
<u>Raymond Koenig</u>	<u>815-444-3325</u>
<i>Contact Person</i>	<i>Telephone Number</i>
<u>2017, 2018, 2019, 2020</u>	<u>water main / lead services</u>
<i>Dates of Service</i>	<i>Nature of Work</i>

Reference No. 3

<u>Engineering Enterprises, Inc</u>	
<i>Business Name</i>	
<u>52 Wheeler Rd</u>	<u>Sugar Grove IL 60554</u>
<i>Address</i>	<i>City, State, Zip Code</i>
<u>Julie Morrison</u>	<u>630-466-6700 X123</u>
<i>Contact Person</i>	<i>Telephone Number</i>
<u>2019-2020</u>	<u>Lead Services</u>
<i>Dates of Service</i>	<i>Nature of Work</i>

CONTRACTOR BID AGREEMENT

TO:
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

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

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

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

Brandt Excavating, Inc.
Printed Name of Contractor

Brandt Excavating, Inc.
Company Name

385 E. Hoover Street Morris IL 60450
Address *City, State, Zip Code*

815.942.4488 brandtbuilders92@gmail.com
Phone Number *Email Address*

Chad Brandt President
Printed Name of Authorized Representative *Title*

 9/3/2020
Signature of Authorized Representative *Date*

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Brandt Excavating, Inc.
385 E. Hoover Street
Morris, IL 60450

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
1411 Opus Place, Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Lead Service Line Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of September, 2020



(Witness) Lisa M. Benson

Brandt Excavating, Inc.
(Principal) _____ (Seal)

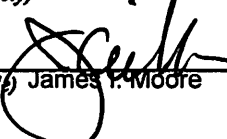
By: 

(Title) Chad Brandt, President



(Witness)

Liberty Mutual Insurance Company
(Surety) _____ (Seal)

By: 

(Title) James P. Moore Attorney-in-Fact



State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of IL,

do hereby certify that James I. Moore Attorney-in-Fact, of the Liberty Mutual Insurance

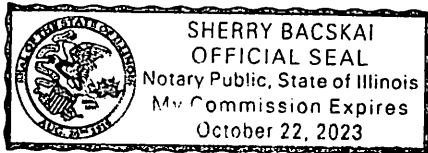
Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Liberty Mutual Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 3rd day of September, 2020.



A large, stylized handwritten signature in black ink, appearing to read "Sherry Bacskai", is written over a horizontal line.

Notary Public Sherry Bacskai

My Commission expires: October 22, 2023

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual.
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint James I. Moore of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Brandt Excavating, Inc.
Obligee Name: Village of Oswego
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of September, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

**DEPARTMENT OF
PUBLIC UTILITIES**

815-724-4230 Direct
815-723-7770 Fax



**150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158**

August 31, 2020

Re: Letter of Recommendation for Brandt Excavating, Inc.

To Whom it May Concern:

The projects listed below were successfully constructed by Brandt Excavating, Inc.:

- Haldemann Terrace Water Main Relocation, Phase I (2013/2014) \$859,112
- Haldemann Terrace Water Main Relocation, Phase II (2015) \$2,001,022
- Marycrest Water Main Relocation, Phase II (2017) \$433,605
- 2018 Miscellaneous Sanitary Sewer Point Repairs (2018) \$246,700
- Marycrest Water Main Relocation, Phase IIIB (2018) \$1,495,243
- Marycrest Water Main Relocation, Phase IVA (2019) \$1,039,065
- Marycrest Water Main Relocation, Phase IVB (2019) \$1,438,720
- Raynor Park Water Main Replacement Phase 2A (2020) \$1,140,525

The scope of work for the water main relocation projects was relocating existing backyard water mains to the road right of way and installing new water service lines via directional drilling to the greatest extent possible from the water main to the water meter. Interior residential water meters were also replaced when found to be an old model. This work was completed both for homes with basements and homes with slab foundations. Another significant scope of work item that Brandt was tasked with completing as part of these projects was project management. This included all communication and scheduling with the homeowners, obtaining signatures on project agreement forms and temporary easements, and all follow-up correspondence with homeowners. Brandt has also completed sanitary sewer point repairs within the City's collection system and replacement of water mains in the City's distribution system. All projects were completed on time and within budget.

I highly recommend Brandt Excavating, Inc. for construction of similar work. Over the past seven years I have found them to be extremely professional in their completion of the work and interaction with homeowners. I have received numerous compliments from homeowners regarding the interactions they have had with Brandt's project managers – Chris Ahearn and Chad Brandt. Brandt Excavating goes the extra mile to successfully complete these challenging projects. If there are any questions regarding this recommendation or if you require additional information, you can contact me at 815/724-4222 or e-mail aswisher@joliet.gov.

Sincerely,

A handwritten signature in cursive script that reads "Allison Swisher".

Allison M.W. Swisher, P.E.
Director of Public Utilities



August 31, 2020

Richard C. Irvin

Mayor

Re: Brandt Excavating Recommendation Letter

To Whom It May Concern:

I have had the pleasure of working with Brandt Excavating on approximately ten projects over the last four years. They are definitely on my list of preferred contractors due to their ability to be flexible, adapting to field conditions, their work ethic and always coming in under the contract amount. These projects have included water main, sanitary sewer, and storm sewer installation. Several of these projects were installed with directional drilling which they can perform themselves. These projects have typically fallen within the \$200,000 to \$400,000 price range. All long side water service replacements associated with these projects were installed via directional drilling. Additional detail on individual projects can be provided upon request.

In addition, the City has an on call water service replacement project for long side services requiring maintenance which has led to Brandt Excavating replacing approximately 50 services over the last two years. These replacements involve tapping the existing main and directionally drilling a new copper service to the location of a new b-box. The City does not currently replace the private side of the water service. However, on a previous water main replacement project, several property owners hired Brandt Excavating to concurrently replace the private side water service to the meter. In those cases, Brandt Excavating drilled from the main to the meter location under the slab and cut in a new b-box at the Right-of-Way for the City. They have demonstrated the capability to perform that service entirely on a larger project.

Should you have any questions, please do not hesitate to contact Kurt Muth at (630) 256-3232.

Respectively,

Kurtis T. Muth, P.E.
Engineering Coordinator
City of Aurora Engineering Division



385 E. Hoover Street • Morris, IL 60450 • (815) 942-4488
Fax (815) 942-4429 • brandtbuilders92@gmail.com

RE: Village of Oswego – Lead Service Line Replacement

Backup data on services installed.

City of Joliet

- 500 – bored from main all the way to the back yard
- 250 – bored from main to interior of house (basement/slab)
- 100 – bored from main to b-box

City of Aurora

- 100 – bored from b-box to interior (3/4 residential – 1/4 commercial including (1) Fire Station)

Village of Montgomery

- 105 – bored into home under slab

Miscellaneous

- 100 – 150 bored into residential/commercial in miscellaneous towns.



Engineering Enterprises, Inc.

September 4, 2020

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

**Re: Recommendation of Award
Lead Service Line Replacement**

Dear Mr. Zasada:

Bids were opened and tabulated for the above referenced project at 9:00 a.m., September 3, 2020. The contractors bidding the project, Village staff, and our firm were in attendance via a recorded Zoom meeting. A tabulation of the bids is attached for your information and record. Please note that three bids were opened but only two of the bids were responsive bids.

Accordingly, we recommend the Village Board award the contract to the low bidder, Brandt Excavating, 365 E. Hoover Street, Morris, IL 60450 in the amount of \$69,125.00 (Base Bid plus Alternate A), which is 44.98% under the Engineer's Estimate of \$125,625.00.

If you have any questions or need additional information, please call.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, reading 'Julie A. Morrison'.

Julie A. Morrison, P.E.
Senior Project Manager / Principal

Enclosure

pc: Ms. Jennifer Hughes, P.E., CFM, Director of Public Works
Ms. Carri Parker, Purchasing Manager
Mr. Chad Brandt, Brandt Excavating

**BID TABULATION
LEAD WATER SERVICE REPLACEMENT
VILLAGE OF OSWEGO**

BID TABULATION
BIDS RECD 9/3/2020

BRANDT EXCAVATING, INC.
365 E. HOOVER STREET
MORRIS, IL 60450

H. LINDEN & SONS SEWER
722 E. South Street, Unit D
Plano, IL 60545

ENGINEER'S ESTIMATE
52 Wheeler Road
Sugar Grove, IL 60554

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID									
1	TREE ROOT PRUNING	EA	5	\$ 200.00	\$ 1,000.00	\$ 110.00	\$ 550.00	\$ 200.00	\$ 1,000.00
2	CONTRACTOR RESIDENT COORDINATION	EA	5	\$ 250.00	\$ 1,250.00	\$ 500.00	\$ 2,500.00	\$ 300.00	\$ 1,500.00
3	WATER SERVICE ABANDONMENT	EA	5	\$ 700.00	\$ 3,500.00	\$ 1,500.00	\$ 7,500.00	\$ 400.00	\$ 2,000.00
4	WATER SERVICE CONNECTION, 1-INCH	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 2,000.00	\$ 10,000.00
5	WATER SERVICE LINE PUBLIC, TYPE "K" COPPER, 1-INCH	LF	75	\$ 40.00	\$ 3,000.00	\$ 81.00	\$ 6,075.00	\$ 70.00	\$ 5,250.00
6	WATER SERVICE LINE PRIVATE, SLAB, TYPE "K" COPPER, 1-INCH (16 GARFIELD STREET)	LSUM	1	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
7	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE "K" COPPER, 1-INCH (26 W. BENTON STREET)	LSUM	1	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00
8	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE "K" COPPER, 1-INCH (320 S. MADISON STREET)	LSUM	1	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
9	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE "K" COPPER, 1-INCH (62 PARK STREET)	LSUM	1	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00
10	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE "K" COPPER, 1-INCH (224 CHICAGO ROAD)	LSUM	1	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00
11	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL	TON	10	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00
12	PRIVATE PROPERTY UTILITY LOCATION	EA	5	\$ 500.00	\$ 2,500.00	\$ 300.00	\$ 1,500.00	\$ 500.00	\$ 2,500.00
13	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, 6-INCH (ROW)	EA	5	\$ 80.00	\$ 400.00	\$ 50.00	\$ 250.00	\$ 1,800.00	\$ 9,000.00
14	EXPLORATORY EXCAVATION (ROW)	EA	1	\$ 400.00	\$ 400.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
15	HOT-MIX ASPHALT PAVEMENT REMOVAL	SY	25	\$ 10.00	\$ 250.00	\$ 20.00	\$ 500.00	\$ 25.00	\$ 625.00
16	HOT-MIX ASPHALT PAVEMENT PATCH, 4.5-INCH	SY	25	\$ 80.00	\$ 2,000.00	\$ 200.00	\$ 5,000.00	\$ 150.00	\$ 3,750.00
17	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	50	\$ 65.00	\$ 3,250.00	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00
18	SIDEWALK REMOVAL AND REPLACEMENT	SF	100	\$ 12.00	\$ 1,200.00	\$ 25.00	\$ 2,500.00	\$ 15.00	\$ 1,500.00
19	RESTORATION	SY	75	\$ 13.00	\$ 975.00	\$ 20.00	\$ 1,500.00	\$ 20.00	\$ 1,500.00
20	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
21	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	EA	10,000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
	TOTAL BASE BID				\$ 60,725.00		\$ 95,875.00		\$ 107,125.00



Engineering Enterprises, Inc.

Outstanding Service - Every Client - Every Day

**BID TABULATION
LEAD WATER SERVICE REPLACEMENT
VILLAGE OF OSWEGO**

BID TABULATION
BIDS RECD 9/3/2020

BRANDT EXCAVATING, INC.
365 E. HOOVER STREET
MORRIS, IL 60450

H. LINDEN & SONS SEWER
722 E. South Street, Unit D
Plano, IL 60545

ENGINEER'S ESTIMATE
52 Wheeler Road
Sugar Grove, IL 60554

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ALTERNATE A BID ITEMS									
22	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE "K" COPPER, 1-INCH, LEAD EXTRACTION METHOD (26 W. BENTON STREET)	EACH	1	\$ 4,200.00	\$ 4,200.00	\$ 6,000.00	\$ 6,000.00	\$ 9,250.00	\$ 9,250.00
23	WATER SERVICE LINE PRIVATE, BASEMENT, TYPE "K" COPPER, 1-INCH, LEAD EXTRACTION METHOD (62 PARK STREET)	EACH	1	\$ 4,200.00	\$ 4,200.00	\$ 6,000.00	\$ 6,000.00	\$ 9,250.00	\$ 9,250.00
	TOTAL ALTERNATE A				\$ 8,400.00		\$ 12,000.00		\$ 18,500.00
	TOTAL BASE BID + ALTERNATE A (Items 1 - 23)				69,125.00		107,875.00		125,625.00

% BELOW/ABOVE ENGINEER'S ESTIMATE

-44.98%

-14.13%

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: September 15, 2020

SUBJECT: Sanitary Sewer Repairs FY2021

ACTION REQUESTED:

Approve a Resolution Authorizing the Execution of an Agreement with Visu-Sewer of Bridgeview, IL, for Repairs of the Sanitary Sewer System in an Amount Not to Exceed \$79,396.80

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
5/28/2019	Village Board Meeting	Approved resolution 19-R-43 authorizing the execution of an agreement with RJN Group, Inc. Professional Engineers for the management services of the sanitary sewer inspection project in the amount not to exceed \$34,925.00 for a one-year contract with the Village option to extend the contract for two more years.
7/14/2020	Village Board Meeting	Approved resolution 20-R-66 authorizing the execution of an agreement with RJN Group, Inc. Professional Engineers for the management services of the sanitary sewer repairs project in the amount not to exceed \$45,550.00

DEPARTMENT: Public Works

SUBMITTED BY: Timothy A. Zasada, Assistant Public Works Director – Utility

FISCAL IMPACT:

Water and Sewer Capital Improvement Fund, Utility System Improvements (Acct #5106070-574000) - \$180,000.00

BACKGROUND:

The Village sanitary sewer inspection, cleaning, and lining program is a proactive program which prioritizes and identifies corrective actions needed. Debris removal, grease or root abatement, repairs and replacements prevent sanitary overflows and backups. Sanitary sewers where storm water is known to flow into and infiltrate the pipes and manholes are televised to determine whether pipes can be lined to eliminate these problems.

Public Works has been working with RJN Group, Inc. since last year to identify areas where repairs need to be made. Last year's cleaning, televising, and inspection program identified numerous repairs which will be completed over several years as the total estimated cost for repairs is \$1,200,00 for the Stonehill business park and downtown areas alone.

Stonehill business park was built in 1981 and has continued to deteriorate. After the spring rain the lift station pumps ran up to 65 times each a day. During the dry weather they only run an average of 18 times each a day. The first repairs will be done in this area.

The repairs in the downtown are prioritized based upon pipe condition. The worst sections are included in this year's construction project. However, the remaining repairs will be made in future years.

DISCUSSION:

The Village issued a bid packet and publicly opened three bids on September 2, 2020. The lowest responsive bidder was Visu-Sewer of Illinois, Bridgeview, IL. in the amount of \$79,396.80.

RECOMMENDATION:

Staff recommends the board authorize the execution of the agreement with Visu-Sewer of Bridgeview, IL. for repairs of the sanitary sewer system in the amount not to exceed \$79,396.80. Visu-Sewer has complete work for the Village for many years and staff is satisfied with their performance.

ATTACHMENTS:

- Resolution
- Exhibit A – Visu-Sewer of Illinois Contract
- Exhibit B – Engineer's Recommendation Letter
- Exhibit C – Bid Tab

RESOLUTION NO. 20 - R - ____

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH VISU-SEWER OF ILLINOIS, BRIDGEVIEW, ILLINOIS FOR
THE REPAIRS OF THE SANITARY SEWER SYSTEM IN THE
AMOUNT NOT TO EXCEED \$79,396.80.**

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

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

WHEREAS, the Village desires to repair and line various sanitary sewers, and

WHEREAS, Visu-Sewer of Illinois, Bridgeview, IL. Is highly qualified in the repair and lining of sanitary sewers with plentiful experience in the repairs of sanitary sewers, and

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

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. APPROVAL OF CONTRACT

The Village President and Village Board of Trustees hereby approve the contract with Visu-Sewer of Illinois, Bridgeview, Illinois, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the contract with Visu-Sewer of Illinois, Bridgeview, Illinois in the amount of \$79,396.80 for the repairs of the sanitary sewer system, 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 15th day of September 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 15th day of September 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

SS

CLERK'S CERTIFICATE
(RESOLUTION)

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH VISU-SEWER OF ILLINOIS, BRIDGEVIEW, ILLINOIS FOR
THE REPAIRS OF THE SANITARY SEWER SYSTEM IN THE
AMOUNT NOT TO EXCEED \$79,396.80.**

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



INVITATION TO BID

Requesting:	Bid(s) for the 2020 Sanitary Sewer Rehabilitation Project
Issue Date:	August 20, 2020
Pre-Bid Meeting:	N/A
Pre-Bid Meeting Location:	N/A
Last Date for Questions:	August 26, 2020, by 12:00 PM
Addendum Posted:	August 28, 2020, by 10:00 AM
Proposals Due:	September 1, 2020, at 9:00 AM
Public Opening:	bids.oswegoil.org
Note:	Illinois Prevailing Wage Act (820 ILCS 130/1-12) does apply

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

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

Contact for this proposal:

Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org

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**LEGAL NOTICE
INVITATION TO BID THE
2020 SANITARY SEWER REHABILITATION PROJECT**

The Village of Oswego will be accepting sealed bids for the 2020 Sanitary Sewer Rehabilitation Project until Tuesday, September 1, 2020, at 9:00 AM. Bids will be virtually opened and read aloud publicly on the same day at 9:01 AM by going to bids.oswegoil.org.

Project Title: Invitation to Bid the 2020 Sanitary Sewer Rehabilitation Project
Proposal No. 20-6070-004

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

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

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

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to cparker@oswegoil.org until Wednesday, August 26, 2020, at 12:00 PM local time. Responses will be posted in DemandStar by Friday, August 28, 2020, at 10:00 AM local time.

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

Carri Parker
Purchasing Manager

SPECIFICATIONS

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

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

See Appendix A for Special Provisions.

GENERAL CONDITIONS

1. Contractor Qualifications

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

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

2. Work Schedule

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

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

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

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

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

3. Customer Service & Private Property

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

4. **Safety Officer**

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

5. **Method of Assignment**

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

6. **Equipment**

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

7. **Traffic Control and Public Safety**

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

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

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

- G. The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to the same.
- H. Work can be completed during late evening or overnight hours when traffic is minimal.

8. **Bid Bond**

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

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

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

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

Performance bond satisfactory to the Village must be executed by a Surety Company authorized to do business in the State or otherwise secured in a manner satisfactory to the Village, in an amount equal to 110% of the contract price specified. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

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

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

10. **Retainage During Guarantee Period**

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

11. **Billing/Invoicing**

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

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

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

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

12. **Delivery of Materials**

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

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

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

13. Injury to Property

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

14. Decisions and Explanations by Village

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

3. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.
 - A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Bid cannot include any amounts of money for these taxes.
 - B. To be valid, the Bids shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
 - C. The Village shall reserve the right to add or to deduct from the Alternate Bid any item at the prices indicated in the itemization of the Bid.
 - D. All Bids shall be good for thirty (30) days from the date of the Bid opening.
 - E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages

4. **Award of Bid:** The Village reserves the right to reject any or all Bids or packages and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the organization.
 - A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
 - B. The Village has the sole discretion to award the alternate bid based upon the best interest of the Village.
 - C. All awards made in accordance with this Code are final determinations.
 - D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
 - E. In addition to price, the Village will consider:
 - Ability, capacity, and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience, and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the Bid /bid.
 - Record of payments for taxes, licenses or other monies due to the Village.

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

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

CONTRACT

This contract is entered into this 1st day of September 2020, by and between the Village of Oswego (Village) and Visu-Sewer of Illinois, LLC (Contractor).

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

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

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

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

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

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

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

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

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

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

4. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.
5. **Liquidated Damages:** Time is of the essence of the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$500.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
6. **Contract Term:** The contract shall begin upon contract approval and terminate upon completion of the work.
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. It is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than 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 Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, *et seq.*). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.
10. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by

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

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

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

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

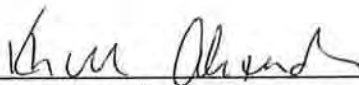
- A. Certifies that it is not barred from Bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- B. Swears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

BID COST SHEET

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

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

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	COST
1	PRE-CONSTRUCTION SEWER CLEANING AND TELEVISIONING	4,064	FOOT	2.15	8,737.60
2	CURED-IN-PLACE SEWER LINER, 8" DIAMETER	1,684	FOOT	24.25	40,837.00
3	CURED-IN-PLACE SEWER LINER, 10" DIAMETER	794	FOOT	26.30	20,882.20
4	INTERNAL SERVICE LATERAL REINSTATEMENT	46	EACH	25.00	1,150.00
5	AIR TEST AND GROUT MAINLINE JOINTS, 10"	8	EACH	805.00	6,440.00
6	CUT PROTRUDING TAPS	1	EACH	150.00	150.00
7	DYE TESTING OF SERVICES	1	EACH	500.00	500.00
8	LATERAL LAUNCHING SERVICES	1	EACH	700.00	700.00
TOTAL PROJECT COST					\$ 79,396.80


 Signature of Authorized Representative
 Keith M. Alexander

September 1, 2020

Date

DETAIL EXCEPTION SHEET

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

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

Contractor's exceptions are:

N/A

EQUIPMENT LIST

Name	Make	Model	Year	Use

SUBCONTRACTOR LISTING

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

Subcontractor No. 1

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Value of Work *Nature of Work*

Subcontractor No. 2

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Value of Work *Nature of Work*

Subcontractor No. 3

Business Name

Address *City, State, Zip Code*

Contact Person *Telephone Number*

Value of Work *Nature of Work*

REFERENCES

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

Reference No. 1 **SEE ATTACHED**

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

Reference No. 2

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

Reference No. 3

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

VISU-SEWER OF ILLINOIS, LLC

REFERENCES

Village of Winnetka

1390 Willow Road
Winnetka, IL 60093
Mike Rivard
847-716-3264
Dates of Service: 2019
Contract Amount: \$193,293.55

City of Wheaton

303 W. Wesley St.
Wheaton, IL 60187-0727
Russell Peacock
630-260-2040
Dates of Service: 2018
Contract Amount: \$105,222.20

Mission Brook Sanitary District

3505 Cornflower Trail
Northbrook, IL 60065
Bob Blackstone
847-272-2956
Dates of Service: 2019
Contract Amount: \$284,989.00

Fox Metro Water Reclamation Dist.

1135 S. Lake Street
Montgomery, IL 60538
Keith Zollers
630-301-6810
Dates of Service: 2019
Contract Amount: \$1,071,135

Village of Winfield

27W465 Jewell Road
Winfield, IL 60190
Nathan Dornfield - Rempe-Sharpe
630-232-0827 office
Dates of Service: 2018
Contract Amount: \$151,935.00

CONTRACTOR BID AGREEMENT

TO:
Village of Oswego
100 Parkers Mill
Oswego, IL 60543

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

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

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

Printed Name of Contractor

Visu-Sewer of Illinois, LLC

Company Name

9014 S. Thomas Avenue

Bridgeview, IL 60455

Address

City, State, Zip Code

(262)695-2340

visu-info@visu-sewer.com

Phone Number

Email Address

Keith M. Alexander

President

Printed Name of Authorized Representative

Title



09/01/2020

Signature of Authorized Representative

Date

VILLAGE OF OSWEGO

2020 SANITARY SEWER REHABILITATION



SPECIAL PROVISIONS

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2020 SANITARY SEWER REHABILITATION PROJECT

VILLAGE OF OSWEGO

ILLINOIS

August 13, 2020

I hereby state that these Contract Documents were prepared under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Illinois.



K. S. Archana

Date: 11/30/2021 Registration No. 062-069026

Professional Design Firm Registration 184.000813-0002 (Expiration Date: April 30th, 2021)

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CONSTRUCTION SET OF PLANS

STANDARDS

Construction provisions shall follow the “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016 (referred to hereinafter as the Standard Specifications); the “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2020; the latest edition of the “Illinois Manual on Uniform Traffic Control Devices For Streets and Highways” (IMUTCD); the “Standard Specifications for Water and Sewer Construction in Illinois”, 8th Edition, 2020 (referred to hereinafter as the Water and Sewer Specifications), latest edition; American Water Works Association (AWWA); the VILLAGE’s front end Contract Documents; VILLAGE Ordinances, which apply to and govern the proposed improvement project and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

Any reference to standards throughout the plans or Special Provisions shall be interpreted as the latest standard of the Department of Transportation.

DEFINITIONS

Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the VILLAGE OF OSWEGO for performance of the prescribed work.

Department, Owner or Village. The VILLAGE OF OSWEGO, Kendall County, Illinois.

Engineer. The authorized representative of the VILLAGE OF OSWEGO will be in immediate charge of the engineering details of a construction project.

LOCATION AND DESCRIPTION OF PROJECT

The work will be exclusively located in two areas. The first area is located along Stone Hill Road bounded to the north by Wolfs Crossing Road and to the south by Woolley Road. The second area is located along Main Street bounded to the northeast by W Tyler Street and to the southwest by Fuller Avenue. Altogether, these two areas will consist of approximately 2,853 linear feet of sewer cleaning, televising, and lining (varying from 8"-10" diameter) and restoration and other related and incidental work.

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GENERAL SPECIAL PROVISIONS

PROJECT TIMING

Construction is scheduled to begin upon the proper execution of the contract documents, which includes the submission of insurance and bonds. The substantial completion for the project shall be **90 calendar days** after notice to proceed. The final completion for all other ancillary work, including landscaping restoration or plantings, not including, any additional work, shall be **120 calendar days** after notice to proceed to comply with the deadlines for the substantial completion and final completion shall result in the enforcement of liquidated damages in the amount of \$750.00 per day for each and every calendar day that these improvements remain incomplete, in accordance with the Special Provision, "Liquidated Damages", and Sections 108.05 and 108.09 of the Standard Specifications.

CONSTRUCTION SCHEDULE

At the project pre-construction meeting, the Contractor shall submit for review and approval by the Engineer a detailed construction schedule that shall clearly indicate the sequential procedure of work proposed to be followed to complete the work as required by the contract documents. In preparing the construction schedule, the Contractor shall follow the required completion date, calendar days, or additional Special Provisions as specified relating to the construction schedule.

The construction schedule shall depict all work components and essential activities, the time required for the completion of each of the activities, and the sequence and interdependence of each of the activities in a project timetable which will translate each project day into an ordinary calendar day. The Contractor shall maintain the construction schedule and shall submit an updated schedule to the Engineer on a weekly, biweekly, or monthly basis as determined by the Engineer. No separate payment will be made to the Contractor for the creation and maintenance of the construction schedule.

The Contractor shall provide construction related information in a format consisting of an E-mail, letter, or fax acceptable to the Engineer. The Contractor shall assume that this information shall be provided on a weekly basis during construction and may change to a shorter time frame based on construction activity changes or a longer time frame based on construction inactivity. The Engineer shall determine the time frame and format to be provided by the Contractor.

TERMS OF CONTRACT

Upon award, the term of this Contract shall be in full force to the right of the VILLAGE OF OSWEGO (hereafter Village) to cancel and terminate the same at any time by giving a 30-day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be

entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the Contract prior to the effective date of such cancellation but will not be entitled to receive any damages on account of such or any further payment whatsoever.

CHANGES IN SCOPE OF WORK

The Village reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract cost plus any additions exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.

Refer to Article 104.02 of the Standard Specifications for further details.

LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, including cleaning up, to the point of final acceptance of the work by the Engineer within the time specified in the Contract Documents for the Date of Completion and/or Date(s) of Substantial Completion, and agreed upon by the Contractor by accepting the Contract, or within such extra time as may be allowed in accordance with the Contract Documents, there shall be deducted from any monies due the Contractor, or that may become due the Contractor, the sum(s) of \$750.00 per day for each and every calendar day, including Sundays and holidays, that the work remains uncompleted.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the Village from the Contractor by reason of inconvenience to the public, added cost of supervision, and other items which may have caused an expenditure of funds resulting from his failure to complete the work within the time specified.

The Village shall charge the Contractor and may deduct from partial and final payments for the project, for all Engineering and Inspection expenses incurred by the Village in connection with any work accomplished after the Date of Completion specified in the Contract Documents.

Permitting the Contractor to continue and finish the work, or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Village of any of its rights under the Contract.

UTILITY LOCATION

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (1-800-892-0123), a minimum of 48 hours before commencing construction for utility locations within the scope of the project. It is recommended that the Contractor conduct a joint utility meet. It is the responsibility of the Contractor to contact all agencies who may or may not be part of the JULIE system to verify the location of their facilities.

The Village does not guarantee the accuracy or completeness of this information. The Contractor shall make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement. The Contractor shall locate all utilities far enough in advance to avoid all conflicts in grade separation between existing utilities and the proposed improvements. If the Contractor encounters a conflict between the proposed improvements and existing utility that was not located in advance by the Contractor, then the Contractor shall, at no cost to the Village, relocate the proposed improvements and/or the utility to avoid the conflict.

The Contractor will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these companies of any and all services or facilities owned or operated by them within the limits of this improvement.

Before doing any work which will damage, disturb, or leave unsupported or unprotected any utility lines, or appurtenances encountered, the Contractor shall notify the respective Owner thereof, who will make all arrangements for relocating, adjusting, or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the Contractor, including the removal of all cables, manhole covers, and other appurtenances which the Owner desires to salvage. After such arrangements have been made, the Contractor will proceed with the work as directed by the Engineer. All utility lines and appurtenances which are abandoned by the Owner shall be removed and disposed of by the Contractor.

No extra compensation will be allowed to the Contractor for any expense incurred by complying with these requirements or because of delays, inconvenience, or interruptions in his work resulting from the failure of any utility company to remove, relocate, reconstruct, or abandon their services. The Contractor shall be responsible for prompt and timely removal, relocation,

reconstruction, or abandonment of their facilities by all utility companies involved, and the coordination of his own work with that of these companies to end that work on this improvement is not delayed because of necessary changes in the existing utilities, public or private.

CONSTRUCTION OPERATIONS

In order to minimize the effect of construction noise on the area surrounding the improvement, the Contractor and his subcontractors shall comply with the following requirements. Any changes to this schedule will not be accepted unless approved by the Engineer.

- All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noises. Any machine or device or part there of which is regulated by or becomes regulated by Federal or State of Illinois noise standard shall conform to those standards.
- Construction operations shall be confined to the daylight hours between 6:00 AM and 8:00 PM Monday through Friday, between 7:00 AM and 6:00 PM on Saturday, and between 9:00 AM and 5:00 PM on Sunday. No work of any kind shall be done on Sundays in residential areas unless previously approved by the Engineer. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to construction of an emergency nature. If the Contractor requires additional time to complete a portion of the work on any given day or if he foresees the need to work extended hours for a number of days to comply with the construction schedule, he must receive the approval of the Engineer.
- The Contractor shall take all precautions necessary to protect the general public and his employees from hazardous locations that might occur within the limits of the improvements. **The Village is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.**
- It shall be the Contractor's responsibility to protect open cut trenches as may be required by OSHA, Illinois Department of Labor, State, or Federal Law. Trenches in pavements or near improved streets or roadways shall be sheeted or braced in a substantial and effective manner. Sheeting may be removed after backfilling has been completed to such an elevation as to permit its safe removal. Sheeting and bracing left in place must be removed for a distance of 3 feet below the established street grade. The cost of furnishing, placing, and removing sheeting and/or bracing shall be incidental to construction and included in the contract unit price for the work being done.
- The Contractor shall schedule and conduct his operations so that the closure time of existing driveways along the route of the improvement is kept to a minimum. All homeowners shall be given a minimum 24 hours written notice prior to initial removal of

their driveway apron. The Contractor shall make every effort to keep driveways open including temporary grading and placement of gravel.

- Beginning on the date that the Contractor begins work on this project, he shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer. Traffic control and protection for this work will be provided by the Contractor as required by the Engineer. The work involved in maintaining the existing pavement and shoulders will not be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provision.
- If items of work have not been provided for in the Contract, or are not otherwise specified for payment, such items will be paid for in accordance with Article 109.04 of the Standard Specifications.

MOBILIZATION

Mobilization shall be according to Section 671 of the Standard Specifications except as modified herein.

Revise Article 671.02, Basis of Payment, to read:

“671.02 Basis of Payment. Mobilization will not be paid for separately but shall be included in the unit bid prices of the items for which this work applies.”

INSPECTION

All phases of the improvements will be subject to inspection by representatives of the Village's Engineering and Public Works Department, or Village authorized Consulting Engineer. Projects will not be accepted by the Village without the final approval of the Village 's Engineering and Public Works Department.

The Contractor shall be bound by these specifications and by all Village ordinances and codes.

TRAFFIC CONTROL AND PROTECTION

The traffic control and protection for this project shall be performed in accordance with the included traffic control plans and Sections 701 Traffic Control and 702 Traffic Control Devices of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction," latest edition and the requirements stated herein. The number, type, color, size

and placement of all traffic control devices shall be according to the Illinois Department of Transportation's "Manual on the Uniform Traffic Control Devices for Streets and Highways" and the Illinois Department of Transportation's "Quality Standard for Work Zone Traffic Control Devices." The Contractor shall provide all coordination with the Village for this item.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications, Section 701 of the Standard Specifications, and the following Highway Standards latest version:

- 701006: Off-Road Operations, 2L, 2W, 15' to 24" From Pavement Edge
- 701501: Urban Lane Closure, 2L, 2W, Undivided
- 701701: Urban Lane Closure, Multilane Intersection
- 701801: Sidewalk, Corner or Crosswalk Closure
- 701901: Traffic Control Devices
- 704001: Temporary Concrete Barrier
- 782006: Guardrail and Barrier Wall Reflector Mounting
- B.L.R. 21-9: Typical Application of Traffic Control Devices on Rural Local Highways

Forty-eight (48) hours prior to closing of a traffic lane, the Contractor shall notify responsible municipal and county authorities and obtain all permits (if required) and then comply with all regulations for erecting barricades and warning signs and maintain them during the execution of the work.

Traffic control and safety shall be as specified under Section 648 of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction in Illinois," latest edition.

Contractor shall provide a Traffic Control Plan for approval by the Village as part of the submittals.

The Contractor shall provide names and phone numbers of the individuals who can be contacted on a twenty-four (24) hour basis to handle barricading or other problems relating to the construction activity. These emergency response persons shall be capable of responding within 1 hour after notification by the Owner. If there has been no response within 1 hour after notification, the Village will respond at a cost of \$100.00 per hour (minimum charge of two hours plus materials). This charge will be deducted from payments to the Contractor.

At all times during which men/women are working where two-way traffic is to be maintained over one lane of pavement, the Contractor shall furnish certified flagmen to protect his workmen

and to warn and direct traffic. Two flagmen will be required for each separate operation. Barricades used for channelization or delineation and warning signs shall be sequentially placed in the direction of the traffic flow and removed in reverse order. Lane closure signs and flagmen signs shall be erected prior to barricades and/or cones. The signs shall remain erected until such time as all traffic control devices have been removed from the pavement.

Vehicular access to all private driveways and all local streets shall be maintained throughout the Contract. All homeowners shall have access to their driveways each evening, except during concrete driveway paving and concrete sidewalk construction across a driveway. Contractor is to be aware of residents with special needs and provide accommodation accordingly.

If Contractor's work is anticipated to obstruct access to a facility, Contractor is responsible for notifying the affected property 48 hours in advance.

This work shall be considered incidental to the Contract and shall not be compensated for separately.

HOLIDAYS

New Year's Day
President's Day
Good Friday
Easter
Memorial Day

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

MAINTENANCE GUARANTEE

The Contractor shall execute and deliver to the Village, before final payment will be issued, a written warranty, in a form satisfactory to the Village, which guarantees that the work is in accordance with the Contract Documents and will not be defective. This warranty shall guarantee this work for a period of one year from the date of acceptance of the work and final payment by the Village.

The Contractor shall furnish a warranty bond in an amount equal to ten percent (10%) of the contract amount, or \$100,000, whichever is greater, by a surety satisfactory to the Village to guarantee Contractor's warranty to repair defective work.

If within the guarantee period, any work is found to be defective, as determined by the Village, the Contractor shall promptly and without cost to the Village, correct or repair such defective work, or remove and replace the defective work in accordance with the Special Provisions for the items in question.

CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of that contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

RESPONSIBILITY FOR VANDALISM

The contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete pavement, sidewalk, driveway, or curbing that has been defaced, in the opinion of the Engineer, shall be removed and replaced by the contractor at Contractor's own expense.

SHOP DRAWINGS AND SUBMITTALS

Prior to fabrication of materials, the Contractor shall submit shop drawings of the materials to the Engineer for review. Shop drawings shall consist of complete descriptive literature on the materials including all pertinent dimensions, material specifications, and data. Prior to submitting shop drawings to the Engineer, the Contractor shall first review the shop drawings and make corrections or revisions which are appropriate. The Contractor shall always be required to maintain a complete set of shop drawings on the job site while work is in progress and shall make them available to the Engineer upon request.

Provide complete copies of required submittals and deliver to the Engineer as follows:

1. Construction progress schedule: (1) electronic copy
 - a. Initial work schedule
 - b. Revisions to work schedule
2. Pre-construction surface televising: (1) electronic copy
3. Material Data Sheet Submittals: (1) electronic copy. All materials data sheets are to be submitted to the Engineer and approved before rehabilitation can proceed.
 - a. Liner Design Work Sheets.
 - b. Liner End Seals Data Sheet.
4. Pre & Post construction internal television inspection: Two (2) External USB powered hard drives containing:
 - a. Digital video files (MPEG format)
 - b. PDFs of digital reports

- c. PACP export Digital database with observation data
- d. Master spreadsheet with hyperlinks to video and PDF reports
5. One set of “red-line” field changes on construction plans.
6. Typical set-up for flow bypassing.
7. Other required submittals: (1) electronic copy if required for review or record

This is a non-exhaustive list. The Contractor shall provide all shop drawings that are required in the specifications.

CLEAN UP

The cost of cleanup operations shall be spread evenly through the bid items on the proposal. Clean up shall consist of removing all debris from the job site, and removal of all excess dirt, pipe pieces, CIPP liners, lumber scraps, paper cups, etc., left by the Contractor's forces. Clean up shall be performed as the work progresses, and a final clean up shall be done after all operations are completed.

WATER USAGE

The Village ordinance states the following regarding water usage. Each user of water from Village fire hydrants, there shall be charges assessed as follows:

1. Deposit: One hundred fifty dollars (\$150.00) for the use of a one inch (1") Village hydrant meter. Seven hundred dollars (\$700.00) for the use of a three inch (3") Village hydrant meter.
2. Water Usage Charge: The charge for water usage shall be twice the amount of the normal Village of Oswego water rate per one hundred (100) cubic feet that is charged to regular water customers.

It is the responsibility of the Contractor to find out from the Owner any project specific information regarding the water meter rental, reporting, billing, and expense information. Before the issuance of a meter, the Contractor may be required to have their water vehicle inspected and tested by the Owner. The Contractor's vehicle must have a fixed air gap, or one fabricated, in order to pass inspection. The Owner must be contacted in order to schedule this inspection. Only hydrant wrenches approved by the Owner shall be used when securing water from hydrants.

The location of approved hydrants to be accessed for water usage will be determined by the Owner. The Contractor must contact the Owner in order to determine the closest approved hydrant to the project site. Under no circumstance shall water be obtained from an unapproved

hydrant or facility without the Owner's consent. Determination of available hydrants is encouraged before bidding. The cost to comply with these restrictions shall be at no additional expense to the Owner or contract.

The Contractor shall be held responsible for all damages to the water system and appurtenances during its use including and not limited to water pipes, valves, hydrants, water meters, public and private property. The Owner will return a meter deposit upon the return of the water meter in satisfactory condition. The Owner will not make final payment until the water meter has been returned in satisfactory condition.

SEWER FLOW CONTROL

This work shall include control of sanitary sewer flow during closed circuit television (CCTV) inspection, sewer cleaning operations, manhole rehabilitation, manhole installation and all other sewer maintenance, inspection or construction activities. The Contractor shall be fully responsible for maintaining sewer service during these operations and shall not be allowed to backup or flood any sewer system user, building or property. The Contractor shall be solely liable for property damages that result from the work being performed.

During sewer cleaning operations, only 25% of the internal pipe diameter flow or "limited sewage flow" is acceptable. Flows shall be reduced by plugging, blocking, manually operating pump stations or bypass pumping. During sewer televising operations, NASSCO Standards must be followed and only 5% of the internal pipe diameter flow is acceptable. During manhole installation, manhole rehabilitation and point repairs, no flows will be allowed.

Since complete stoppage or bypassing of flow may be required during installation of new sewers, point repairs and manhole rehabilitation work, the Contractor may be required to submit drawings and complete design data showing methods and equipment to be utilized in bypass and dewatering operations. The bypass plan shall include the following information:

1. Location of temporary sewer plugs and bypass discharge lines indicated on plans
2. Capacities of pumps, prime movers, and standby equipment
3. Type of standby power source
4. Traffic control plan

The Contractor shall indicate where and when flow bypassing is anticipated and provide a typical set-up as a submittal. When pumping and bypassing is required, the Contractor shall furnish all temporary pumps, conduits, and other equipment to divert the flow of sewage around the sewer section in which work is to be performed. The bypass system shall have enough capacity to handle existing flow plus additional higher flows that may occur during peak flow periods or from precipitation. The Contractor shall construct bypass system of material to prevent leakage during pumping operation.

The Contractor shall equip all engines with mufflers and/or enclose to keep noise level less than 50 decibels, or 10 decibels above ambient noise levels when measured at building closest to noise source.

The Contractor shall maintain enough labor, equipment and materials on site to ensure continuous and successful operation of bypass and dewatering systems including the following:

1. Always keep standby pumps fueled and operational.
2. Maintain on site enough valves, tees, elbows, connections, tools, sewer plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any part of system, as necessary.
3. Provide piping, joints and accessories designed to withstand at least twice the maximum system pressure or 50 psi (345 kPa), whichever is greater.

In areas where flows are bypassed, all discharge flow shall be returned to the sanitary sewer. No bypassing to ground surface, receiving waters, storm drains, or bypassing which results in groundwater contamination or potential health hazards shall be permitted.

In the event sewage is released into a storm drainage system or street, the Contractor shall immediately stop the release, notify IEPA, and take all necessary actions to clean up and disinfect spillage to satisfaction of the Engineer.

During plugging or bypass pumping operations the Contractor shall utilize sewer plugs specifically designed so that all or any portion of sewage can be released. During sewer flow control operations, reduce flow to comply with requirements as describe above. After cleaning, inspection, installation or rehabilitation work has been completed, restore the flow to normal. All plugging, bypass pumping and sewer flow control operations shall be considered incidental to the Contract and shall not be compensated for separately.

The Lift Station will have to be shut down during lining (installation & curing, but not for reinstatement of laterals) and coordination with the Village will be necessary. An On-Call Vacuum Truck shall be on standby during lining operations in case a bypass of flow is necessary.

Basis of Payment. The cost of sewer flow control will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and additional compensation will not be allowed.

DATE OF MANUFACTURE

All manufactured materials furnished under this contract, including, but not limited to, pipe, drainage and utility structures, castings, fire hydrants, valves, stops, and fittings, shall have been manufactured no earlier than one (1) year before the date of installation.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted in the contract plans, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers, if shown on the contract plans, are approximate. Prior to commencement of work, the Contractor, at his/her own expense, shall determine the exact location of existing structures which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively, of the Standard Specifications.

Existing frames and grates are to remain unless otherwise noted in the contract plans or as directed by the Engineer. Frames and grates that are missing or damaged prior to construction shall be replaced. The type of replacements frame or grate shall be determined by the Engineer, and replacement and payment for same shall be in accordance with Section 604 and Article 104.02 respectively, of the Standard Specifications unless otherwise noted in the plans or special provisions.

RESTORATION - GENERAL

All damage to lawns shall be restored with topsoil and seeding. All lawn restoration shall be considered incidental. To minimize damage to lawns, Contractor shall utilize Duramats or other means (protective pads) to buffer equipment traveling across private property. Any equipment required for construction work located on lawns must be rubber-tired or rubber-tracked vehicles only.

Any claims for additional work must be presented to the Engineer immediately. Failure of the Contractor to notify the Engineer will be reason to deny any claims for extra work.

All work covered under this contract is subject to inspection by the VILLAGE OF OSWEGO and the Engineer.

SEEDING

This work shall be according to Article 250 of the Standard Specifications and the following:

The work shall consist of seeding on all landscaped areas disturbed by construction as shown on the Plans or as directed by the Engineer. Any excessive or unnecessary damage to the parkway will be restored by the Contractor at his own expense. All areas designated to be seeded shall be prepared with application of 4" of topsoil. A seed mix Type 1 shall be used on all disturbed areas. A modified mixture for shade application shall be submitted to the Engineer for approval to be used at locations where directed by the Engineer.

The rate of application of the seed will be judged by the density of growth of the grass after germination has taken place. Areas in which the seed does not take root shall be re-seeded at no additional cost to the Village. It shall be the Contractor's responsibility to ensure the applied topsoil has proper nutrients to sustain growth of the grass. Any necessary applications of fertilizer to the topsoil shall be considered incidental. Installation of knitted straw blanket shall be considered incidental.

Basis of Payment. This work shall be considered incidental to the Contract and shall not be compensated for separately.

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SPECIAL PROVISIONS FOR CONTRACT ITEMS

This shall be a unit price contract and shall include all work mentioned in the Project's Plans and Specifications and any other work, not specifically mentioned, that is necessary for constructing the improvement in a skilled and professional manner. Any conflicts or omissions in the Plans or Specifications shall be brought to the attention of the Engineer. The Engineer's decision in resolving such matters shall be final. The Contractor shall in no manner take advantage of conflicts or omissions should they occur and it shall be the Contractor's responsibility to bring such components of the Contract to the attention of the Engineer so that they can be properly resolved.

The quantities bid upon in the Proposal are estimated quantities, except where an item is noted to be supplied "complete." The Contractor shall be paid for actual quantities, in place, as measured and agreed upon by the Engineer and Contractor. The Contractor shall be paid in full for items to be supplied "complete" when said item is finished, or at a percentage of the bid amount agreed upon by the Owner, Engineer and Contractor if the item is not complete.

ITEM #1: PRE-CONSTRUCTION CLEANING AND TELEVISIONING

Description. This section governs all work required for sewer cleaning and sewer inspection by closed circuit televising done in preparation for cured-in-place pipelining, grouting. Cleaning and televising shall be performed on the entire section of sewer between upstream and downstream manhole structures and shall be completed to the industry standard of 95% clean.

Notice to Residents. The Contractor shall provide and hang notices on doors of all residences and businesses with service lines connected to sewer mains to be cleaned. Notices shall be distributed 48 hours in advance of the work. The Contractor shall include the contact information for the onsite field supervisor as the primary contact for affected residents. The Village shall review and approve the notice format and text at the beginning of the project prior to distribution. All work required for notification to residents shall be incidental to the contract.

Damage to Property. The Contractor shall be responsible to take all necessary precautions to prevent surcharging or other damage to private residences / businesses. Any damage to public or private property caused by the cleaning or televising operation shall be the sole responsibility of the Contractor. The Contractor shall be responsible for cleaning needed as the result of sewer backups caused by the jetting operation. any repairs, restoration, or cleaning that is necessitated by project shall be the sole responsibility of the Contractor.

Equipment. The Contractor is responsible to provide and maintain all industry-standard equipment required to complete the project. Each crew shall have a vacuum or jetter combination truck equipped with a high velocity gun for washing and scouring manholes and a TV truck capable of seating a minimum of 4 people including the Village and Engineer. For

easement work, the Contractor shall be required to have off-road equipment as necessary to access off-street sewer areas.

If any equipment gets stuck in the sewer and needs to be dug up, the Contractor is solely responsible for the cost of the dig, complete restoration and repair of sewer and any other costs associated with the retrieval of the equipment.

1. Hydraulic Sewer Cleaning Equipment Requirements:

- a. Hydraulic sewer cleaning equipment shall be the movable dam type constructed such that a portion of the dam may be collapsed during cleaning to prevent flooding of the sewer.
- b. The movable dam shall be the same diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of grease.
- c. The Contractor shall take special precautions against flooding prior to using sewer cleaning balls or other equipment that cannot be collapsed instantly.

2. High Velocity Hydro-Cleaning Equipment Requirements:

- a. A minimum of 700 feet of high-pressure hose.
- b. Two or more high velocity nozzles capable of producing a scouring action from 10 degrees to 45 degrees in all size lines to be cleaned.
- c. A high velocity gun for washing and scouring manhole walls and floor with the capability of producing flows from a fine spray to a long-distance solid stream.
- d. A 1,500-gallon minimum water tank, auxiliary engines and pumps, and a hydraulically driven hose reel.
- e. Equipment operating controls located above ground.
- f. Minimum working pressure of 1,000 pounds per square inch at a 50 gpm rate.

3. Mechanical Cleaning Equipment Requirements:

a. Bucket Machines:

- i. Furnish with buckets in pairs and with enough dragging power to perform the work efficiently.
- ii. Use V-belts for power transmission or have an overload device. No direct drive machines will be permitted.
- iii. Be equipped with a take up drum and a minimum of 500 feet of cable.

b. Rodding Machines:

- i. Either sectional or continuous.
- ii. Hold a minimum of 750 feet of rod.

- iii. The rod shall be specifically heat-treated steel.
 - iv. The machine shall be fully enclosed and have an automatic safety throw out clutch or relief valve.
 - c. Lumberjack & Impact Cutters
 - i. Lumberjack high speed low torque multi-purpose cutters
 - ii. Speeds up to 50,000 rpm
 - iii. Paikert low-speed, high-torque auger cutter
4. Closed Circuit Television Equipment:
- a. Television equipment shall include television camera, television monitor, cables, power source, lights and other equipment necessary to the televising operation. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection and pipe joint sealing and testing.
 - b. Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. The camera shall be able to operate efficiently in 100% humidity conditions.
 - c. The TV camera shall have a rotating head with a high-resolution lens, capable of spanning 360-degrees circumference and 270-degrees on horizontal axis to televise sewer lines 6-inch diameter and larger. Focal distance shall be adjustable through a range of 1 inch to infinity. The purpose of the rotating head camera is to view all service connections, and to locate all defects, as well as any questionable problem areas. The camera shall be zoom capable.
 - d. The TV camera shall be equipped with remote control devices to adjust the light intensity and at a minimum one thousand (1,000) feet of continuous cable shall be provided. The camera shall be able to transmit a continuous image to the television monitor as it is being pulled through the sewer segments. Lighting system shall be adequate for quality pictures. A reflection in front of the camera may be required to enhance lighting.
 - e. For manholes that may be difficult to access or where lamp holes are present in the place of manholes, the Contractor shall have available a self-propelled crawler transporter on which to mount the color television camera so as to be able to inspect the sewer as required.
 - f. The TV camera shall be able to provide a continuous image of no less than ninety-five percent (95%) of the internal pipe surface for sewers 8" through 48" in diameter. Maximum acceptable speed of camera through sewer shall be thirty (30) feet per minute.
 - g. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500-line resolution color video picture.

- h. Electronic media shall visually display and include a narrative noting:
 - i. Date, time of day, and depth of flow.
 - ii. Sewer segment number "from manhole to manhole".
 - iii. Distance from upstream manhole.
 - iv. Locations of service connections into sewer.
 - v. Location of obstructions, structural defects, joint deterioration, leakage or evidence thereof, and other abnormalities with respect to the sewer condition and distance in feet from the upstream manhole centerline.
- i. The remote reading footage counter shall be accurate to two-tenths of a foot over the length of the section being inspected and shall be mounted over the television monitor.
- j. Digital images should be provided in the common format accessible by Windows Media Player or approved equal.

Sewer Cleaning. The sewer manhole sections designated for sewer cleaning shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of the sewer lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. Sewer cleaning shall consist of root cutting, removal of dirt, grease, rocks, sand and other materials and obstructions from sewer lines and manhole troughs. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set on the other manhole and cleaning again attempted.

The Contractor shall perform all work in accordance with the latest OSHA confined space entry regulations.

Satisfactory precautions shall be taken to protect the sewer segments and sewer manholes from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer segment are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the sewer segment involved.

When hydraulic or high velocity cleaning equipment is used, a suitable sand trap, weir, or dam shall be constructed in the downstream manhole in such a manner that all solids and debris are trapped and removed, thereby preventing such material from passing into the next sewer segment.

If conditions such as broken pipe and major blockages are encountered that prevent cleaning from being accomplished or where damage would result if cleaning were attempted or

continued, the Contractor shall immediately notify the Engineer. The Engineer shall be notified of any conditions which warrant termination of cleaning activities.

Heavy Cleaning: Heavy cleaning shall be required where it has been determined that large deposits of debris remain in the sewer lines and complete cleaning of the segment would require more than the industry standard three (3) passes through the line with high pressure water jetting equipment. The heavy cleaning equipment to be used shall facilitate the removal of such accumulation of sediment, debris, blockages, mineral deposits, bricks, grease, etc. The pipe must be free flowing with no obstructions, in order to permit a thorough and complete examination of the condition of the sewer through internal closed-circuit color television inspection.

Bucket machines, rodding machines, lumberjacks, augers and 120 gpm or higher hydro jetting equipment can be utilized in this heavy-duty cleaning. Where bucket machines and buckets are to be used, caution should be taken that a proper sized flexible cable be used so that breakage will not occur hanging the cleaning equipment up within the sewer lines. No debris shall be allowed to pass into downstream segments during the cleaning operation.

The video inspection must begin before the heavy cleaning takes place, in order to get visual confirmation of the initial pipe condition.

Heavy cleaning will be considered incidental to this Contract item and will not be paid for separately.

Root cutting. Root cutting shall be required where it has been determined that root growth is substantial and cutting would be required to facilitate a thorough and complete examination of the condition of the sewer through internal closed-circuit color television inspection.

The root cutting tools shall be the industry standard concave saws, flat saws, water blasters or chain knockers and shall be carefully selected to ensure no damage is caused to the sewer main or any portion of the lateral including protruding laterals. Extreme caution should be taken when operating root cutters in the sewer and a video inspection shall always be on the root cutter to ensure damage is not caused from root cutting.

Root cutting will be considered incidental to the Contract and will not be paid for separately.

Debris Removal and Disposal. The Contractor shall remove all sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation from the downstream manhole of the sewer segment being cleaned prior to beginning television inspection. Passing material from sewer segment to sewer segment shall not be permitted. In the event that sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation are observed and/or detected, as passing to downstream sewer segment(s), the Contractor shall clean such sewer segment(s) at no additional cost.

Debris catchers or baskets will be required to be set in the channel of the downstream manhole during all cleaning operations. Additionally, a “Vactor” or similar vacuum truck must be onsite during all cleaning operations and will be required to be setup on the downstream manhole to pull debris out of the sewer during all cleaning operations. As the sewer jet or other cleaning equipment is in use, the vacuum equipment shall be running in order to prevent debris from moving further downstream. The use of the vacuum truck does not constitute heavy cleaning.

When bucket machines are being used, a suitable container shall be provided to receive the materials dumped from the buckets. The Contractor at his discretion may use an approved container (roll off) for the storage of debris removed from the line segments. All material resulting from the cleaning operations shall be removed from the site when the container has reached 1/2 of its volume, or at least once each working day and disposed of at the permitted disposal site.

Disposal of all sewer debris shall be the responsibility of the Contractor and shall be done in accordance with the Illinois Environmental Protection Agency (IEPA) and all other regulating agencies. Under no circumstances shall the removed sewage or solids be dumped onto streets or into ditches, catch basins, storm drains, sanitary, combined sewer manholes or otherwise improperly disposed. Improper disposal of sewage or solids removed from the sewers may subject the Contractor to fines imposed by the Village. In addition, the Contractor may be subject to civil and/or criminal penalties for improper disposal under the law. Removal and disposal of all sewer debris shall be incidental to the contract and will not be paid for separately.

Internal Closed-Circuit TV Inspection. The Inspection of sewer lines by CCTV shall be performed on all lines prior to and after all rehabilitation work by trained experienced PACP certified personnel. The Contractor shall take all necessary measures to televise the internal surface of each sewer segment in its entirety.

The Contractor shall furnish all labor, electronic equipment and technicians schooled and licensed in PACP with latest format, to perform the closed-circuit television inspection of the sewers. Operation of the equipment is to be controlled from above ground with a skilled technician at the control panel in the television studio, controlling the movement of the television camera through the sewer in either direction one segment at a time.

The video operator(s) shall be Pipeline Assessment Certification Program (PACP) certified by the National Association of Sewer Service Companies (NASSCO) and will be required to show proof of PACP ID or certification before performing work on this project. Certification dates must be current including renewal every three years. Operators with expired PACP ID numbers will not be allowed to work on the project until they have undergone the renewal process. The Contractor shall provide copies of each equipment operator’s Certification Number at the preconstruction conference.

The Contractor shall begin each inspection with an onscreen written and verbal explanation of the project name, a detailed description of the location, the manhole to manhole segment, the

direction of flow, the direction of camera setup and date. The depth (rim-invert) measurement of each manhole shall be recorded on the PDF report as well. A continuous footage counter shall be provided during the entire inspection and shall be used to accurately record the locations of defects, connections, or objects in the pipe. The counter shall be accurate to two tenths of a foot. Maintain verbal commentary to identify any item that is called out on the report.

All inspections shall begin and end in the center of the manhole. The start of the video shall NOT begin already in the pipe segment. At the end of each inspection, the Contractor shall pan the camera around the ending manhole to get a view of what it looks like for identification purposes as well as documenting all incoming pipes.

The camera shall be moved through the line in either direction at a uniform rate of no more than 30 feet per minute, stopping when necessary to ensure proper documentation of the sewer's condition. The Contractor shall take all necessary measures to televise 95% of the internal surface of each sewer segment in its entirety. If dewatering with the jet truck is required to see 95% of the pipe, this shall be done at no additional charge to the Village. Lighting system shall be adequate for quality pictures. A reflection in front of the camera may be required to enhance lighting.

If any obstruction in the sewer segment such as a protruding building lateral prohibits the passage of the television camera, the Contractor shall attempt to inspect the remainder of the sewer segments by making a reverse set up at the next downstream manhole. No additional payment shall be made for reverse setups.

All obstructions in the sewer segment that prohibit passage of the television camera shall be immediately reported to the Engineer by the Contractor referencing the location and nature of the obstruction.

The Contractor shall be responsible for any damage to public or private property resulting from his/her televising activities and shall repair or otherwise make whole such damage at no cost to the Village.

Digital Video & Report Deliverables. Electronic media of all sections shall be provided to the Village together with the respective television inspection reports. TV reports shall legibly show the location of each point of significance in relation to an identified manhole. Points of significance are, but not limited to the following: private service connections, unusual conditions, roots, storm sewer connections, sags, grease, broken pipe, presence of scale and corrosion, structural failures and other discernable features.

The Contractor shall provide a color digital video of all pipeline segments in “.mpeg” format on two (2) external hard drives with USB 2.0 connections. Each video shall be named according to the “upstream manhole number – downstream number.mpg” format. For example, a pipe segment video with an upstream manhole of 12345 and downstream manhole 67890 would be

named "12345 - 67890.mpg". Separate MPEG files and PDF reports shall be created for each manhole to manhole pipe segment inspected.

Video recordings shall be one file per sewer line section and shall be included on the external hard drives submitted. Total drives submitted for final acceptance at the end of the project shall be two (2).

The pipeline inspection shall consist of identifying a location both within the pipe segment (physical location) and within the digital recording (video frame location) for each defect or observation. The use of time codes for defect location shall NOT be deemed equivalent or acceptable. The digital recording and inspection data is to be cross-referenced for instant access to any point of interest within the digital recording. The inspection information shall include the digital recording of video and audio, segment identification information (starting manhole, date, time, etc.) including a pointer from each observation to the digital recording (video frame number), and any accompanying digital still images (JPEG or BMP).

Any out-of-focus video recordings, or portions thereof, shall be cause for rejection of the video recording and will necessitate re-televising at the Contractor's expense. Televising shall be done one section at a time. Inspections shall be performed using NASSCO's PACP Version 6.0 or later. The sewer pipe video inspection reports must be saved with the PACP overview report.

Audio and video observation documentation is to be provided in the most up-to-date form of a NASSCO PACP coding methodology database. The PACP data base shall include all header information as well as any observations recorded. Links to the videos and the ".pdf" format of the reports shall be included within the data base. This data base shall be updated monthly and shall contain every observation from the beginning of the project through current delivery date.

The deliverable video files shall be full-color, high-resolution, and shall include all pipe surfaces above the water line. At each lateral and connected service line, the camera shall stop, rotate, and record a clear image of the lateral or service line to determine condition and if it is active or inactive. The inspection and database shall be fully compatible with PACP latest format (V7.0).

Contractor shall record inspection in a PACP format. Video recordings and inspection shall visually display and include a narrative noting:

- a. Date, time of day, and depth of flow
- b. Sewer segment number "from manhole to manhole"
- c. Direction of Flow
- d. Distance from upstream manhole
- e. Locations of service connections into sewer
- f. All other information encountered during the inspection i.e. obstructions, structural defects, leakage, sags, collapses etc.

The television inspection reports shall be provided both electronically in Adobe Acrobat Reader “.pdf” format as well as two bound hardcopies of the printed paper report. The file naming format shall follow a similar format to the video naming format. Each inspection report shall be named according to the “upstream manhole number – downstream manhole number.pdf” format. For example, a pipe segment with an upstream manhole of 12345 and downstream manhole 67890 would be named “12345 - 67890.pdf”.

The final report files, in paper and electronic “.pdf” formats, shall include a still shot image of every observation. These detailed reports shall include the following information at a minimum:

- Project Name
- System Owner Name
- Survey Customer Name
- Contractor Name, Phone Number & Address
- Surveyor’s Name & PACP Certification Number
- Date and Time of Televising
- Location (Street Name and Number)
- Address (nearest to each manhole)
- Pipe Segment ID Number
- Upstream Manhole Number & Downstream Manhole Number
- Manhole Depth
- Segment Length
- Joint Length
- Pipe Material
- Pipe Height (and Width if not Circular)
- Total Pipe Length
- Total Length Surveyed
- Tape/Media Number
- Pre-Cleaning / Cleaning method
- Pipe condition observations (i.e. grease, roots, deposits, cracks, fractures, sags voids etc.)
- Location of all service connections (description of active vs. inactive)
- Location of all manholes
- NASSCO – Structural, O&M and Overall Ratings

Measurement. The Contractor shall measure from center of upstream manhole to center of downstream manhole.

Basis of Payment. Sewer cleaning and television inspection in preparation for cured-in-place pipelining shall be paid for at the Contract Unit Price per Linear Foot for PRE-CONSTRUCTION CLEANING AND TELEVISIONING.

ITEMS #2 THRU #4: CURED-IN-PLACE SEWER LINER AND INTERNAL SERVICE LATERAL REINSTATEMENT

Description. This work shall include the repair of defective sewer by the installation of a resin impregnated flexible felt tube in all segments as shown on the plans. The tube shall be saturated with a thermosetting resin and installed into the existing sewer using an inversion process. Curing shall be accomplished by circulating hot water or steam to cure the resin into a hard impermeable cured-in-place pipe. When cured, the liner shall be a continuous, tight fitting, and watertight pipe-within-a-pipe.

This specification references American Society for Testing and Materials (ASTM) standard specifications, Insituform of North America, Inc. (INA), and Inliner USA, Inc., or the Village approved equal, manufacturer's standards which are made a part hereof by such reference and shall be the latest edition and revision thereof.

Materials. The Tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin and withstanding the installation pressures and curing temperatures. The tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.

The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube. The tube shall be uniform in thickness and when subjected to the installation pressures will meet or exceed the required finish wall thickness. The tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall also include the lining manufacturer's name or identifying symbol.

Any plastic film (including polyethylene, polyurethane, and polypropylene layers) applied to the tube on what will become the interior wall of the finished Cured-In-Place Pipe (CIPP) shall be compatible with the resin system used, translucent enough that the resin is clearly visible, firmly bonded to the felt material, and shall be capable of withstanding installation pressures and curing temperatures.

The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured meets the minimum requirements given herein or those that are to be utilized in the design of the CIPP for this project. The manufacturer shall be Insituform, Inliner USA, National Liner or an approved equal.

Sizing of the Liner. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the sewer to be lined. Allowance for circumferential stretching of the liner during insertion shall be made as per manufacturer's standards. The length of the liner shall be that deemed necessary by the Contractor to effectively carry out the insertion and seal the liner at the inlet and outlet points. The Contractor shall verify the lengths in the field. Individual installation runs can be made over one or more access points as determined in the field by the Contractor and approved by the Engineer.

The liner thickness shall be based on the condition of the existing pipe which shall be classified as fully deteriorated pipe and structurally unsound. The liner shall be designed to withstand all imposed loads. The liner thickness shall have sufficient wall thickness to withstand the anticipated external pressures and loads which will be imposed after installation. The design of the liner shall include considerations for ring bending, deflection, combined loading, buckling, and ovality. Liner thickness shall be based on the use of the standard flexible pipe equations, as detailed in ASTM F-1216 and shall account for the effects of ovality.

The design parameters to determine the liner thickness shall be as follows:

- Existing pipe fully deteriorated
- Safety Factor of 2
- Ovality: 5%
- Ground Water Table: ground water table at surface
- Soil Density: 120 lb./cu. ft.
- The following parameters will depend on locations and shall be determined specifically for each sewer segment to be lined: Depth to invert, Live Loads, Soil Modulus.
- For pipes up to and including 15" diameter: Minimum cured wall thickness of 6 mm (+/- 10%)
- For pipes 18" diameter and above: Minimum cured wall thickness of 7 mm

Structural Requirements. The materials properties of the finished CIPP shall meet or exceed the following structural standards

Minimum Physical Properties

Property	ASTM Test Method	Polyester System	Filled Polyester System	Vinyl Ester System
Flexural Strength	D790	4,500 psi	4,500 psi	5,000 psi
Flexural Modulus (Initial)	D790	250,000 psi	400,000 psi	300,000 psi
Flexural Modulus (50 Yr.)	D790	125,000 psi	200,000 psi	150,000 psi
Tensile Strength	D638	3,000 psi	3,000 psi	4,000 psi

Execution. Installation shall be in accordance with standard practice for rehabilitation of existing pipelines and conduits and curing of a resin – impregnated tube ASTM F-1216. The Contractor may use either hot water or steam cure as deemed necessary for the installation, however specific installations may warrant the designation of a certain curing method and the Contractor is to allow for the installation using either technique.

The Contractor when required shall provide for the transfer of flow around the section or sections of pipe that are to be lined. The bypass shall be made by diversion of the flow at an existing upstream access point and pumping the flow into a downstream access point or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The proposed bypassing system shall be approved in advance by the Village.

No lining will be permitted during periods of high flow.

Prior to any lining of designated sanitary sewer line segments, the Contractor shall remove internal deposits and roots as necessary to assure proper liner installation. Television inspection shall be performed to verify extent of damage, and location of service connections. Cleaning and inspection shall be in accordance with these specifications.

Public Notice. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

- a. Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems that could arise.

- b. Personal contact and attempted written notice at least 48 hours prior to the beginning of work being conducted on the section of sewer relative to the residents affected.
- c. Personal contact with any home or business that cannot be reconnected within the time stated in the written notice.

Flexible Liner Installation. The Contractor shall designate a location where the uncured resin in the original containers and the un-impregnated fiber felt tube will be vacuum impregnated prior to installation. The Contractor shall allow the Engineer to inspect the materials and procedure. A resin and catalyst system compatible with the requirement of this method shall be used. The quantities of the liquid thermosetting materials shall be per manufacturer's standards to provide the lining thickness specified and shall be sufficient to fill the volume of air voids in the tube with additional allowances being made for polymerization shrinkage and the anticipated loss of any resin through cracks and irregularities in the original pipe wall.

The wet out (inversion) fiber felt tube shall be inserted through an existing manhole or other approved access point. The manufacturer's standards shall be closely followed during the elevated curing temperatures so as not to over stress the felt fiber and cause damage or failure during the cure.

If the Contractor installs a shot through an existing manhole, it is the Village's intention for the Contractor to provide a liner through the manhole channel. The Contractor shall extend the liner to cover as much of the manhole channel as possible. The liner seam, along the manhole bottom, between bench and trough, shall be sealed with an epoxy compatible with CIPP resin.

The finished cured-in-place pipe shall be continuous over the entire length of the insertion run and be as free as commercially practicable from significant defects. Any defects which will affect, in the foreseeable future, or warranty period, the integrity, maintenance, or strength of the cured-in-place pipe, including foreign inclusions, dry spots, pinholes, delaminations, wrinkles, bubbles and blisters shall be repaired at Contractor's expense, in a manner mutually agreed upon by the Village and the Contractor.

End Seal. All pipes shall be fitted with a hydrophilic gasket, the "Insignia" as manufactured by LMK or approved equal, at both ends of each segment prior to installation of the liner. In addition, the liner shall be neatly cut at least 4-inches from the manhole wall to allow for filling of the annular space at the manhole opening with an epoxy resin compatible to CIPP. This epoxy resin filling, along with a hand brushed hydraulic cement topcoat, shall be applied at all manhole wall to CIPP joints to ensure a watertight seal at the manhole. The cost for this work shall be incidental to the cured-in-place pipelining.

Lateral Reinstatements. After the cured-in-place pipe has been cured, the Contractor shall reconnect the existing active branch or service lines as designated by the Village. This shall be done without excavation and in the case of non-man entry pipes, from the interior of the pipelines by means of a television camera and a remote cutting device that re-establishes them

to not less than 90 percent capacity and not more than 100% of the internal diameter of the lateral pipe. The surface of the opening shall be wire brushed to remove extraneous material and provide a smooth edge at each lateral connection.

Testing. The Contractor shall prepare a sample for each installation of CIPP. The physical properties of the installed CIPP shall be verified through field sampling and laboratory testing. All materials for testing shall be furnished by the Contractor to the Laboratory for testing. All materials testing shall be performed at the Contractor's expense, by an independent third-party laboratory. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.

The samples shall be restrained samples for diameters of CIPP less than 18"; and flat plate samples for diameters of CIPP 18" and larger. The flat plate samples shall be taken directly from the wet-out tube, clamped between flat plates, and cured in the downtube. The restrained samples shall be tested for thickness and initial physical properties; flat plate samples shall be tested for initial physical properties only. The Contractor shall be responsible for providing one data set for each week of installation (testing sample to be determined by the Engineer). If that data set does not meet the testing criteria, then all remaining samples for that week shall be tested for compliance and the liners not meeting the design criteria shall be rejected for payment and removed at the Contractor's expense.

Inspection. The post-installation television inspection shall be used to confirm tightness of fit of the CIPP to the host pipe and to identify any imperfections; the finished liner shall be continuous over its entire length and to be free from visual defects such as foreign inclusions, dry spots, pinholes, delaminations, wrinkles, bubbles and blisters. All defects discovered during the post-installation television inspection shall be corrected by the Contractor at no additional cost, prior to completion of work. After defects are corrected, the sewer shall be televised again to show effectiveness of repairs.

Post-construction televising shall be performed after all rehabilitation work is completed and as described under the provision POST-CONSTRUCTION TELEVISION INSPECTION.

Basis of Payment. The work will be paid for at the Contract Unit Price per Linear Foot for CURED-IN-PLACE SEWER LINER of diameter specified. Measurement shall be made from face of upstream manhole to face of downstream manhole.

Internal service lateral reinstatements shall be paid for at the Contract Unit Price per Each for INTERNAL SERVICE LATERAL REINSTATEMENT.

ITEMS #5: AIR TEST AND GROUT MAINLINE JOINTS

Description. The intent of joint and connection testing is to identify those sewer joints that are not watertight and that can be successfully sealed by packer injection grouting. The Contractor

shall provide all labor, materials, tools, equipment, and incidentals as shown, specified, and required to grout pipeline joints using a packer injection method.

References.

- National Association of Sewer Service Companies (NASSCO) prepared Pipeline Assessment and Certification Program (PACP), TV inspection form and sewer condition codes.
- ASTM F2304 Standard Practice for Rehabilitation of Sewers using Chemical Grouting
- ASTM F2454 Standard Practice for Sealing Lateral Connections and lines from the Mainline Sewer Systems by Lateral Packer Method, Using Chemical Grouting.

Contractor Requirements. The Contractor shall be trained in appropriate and satisfactory safety methods regarding the grouts used under this contract. These methods shall include handling, mixing, and transporting of chemical grouts. These safety procedures and measures should be provided by the grout supplier (hereinafter referred to as the Supplier or the Manufacturer(s)).

Notice to Residents. The Contractor shall provide and hang notices on doors of all residences / businesses with service lines connected to sewer mains to be grouted. Notices shall be distributed 48 hours in advance of the work. The Contractor shall include the contact information for the onsite field supervisor as the primary contact for affected residents. The Contractor shall customize the notice to include the City of Palos Heights logo and contact information. The notice shall be written in both English and Spanish. The City shall review and approve the notice format and text at the beginning of the project prior to distribution. All work required for notification to residents shall be incidental to the contract.

Submittals.

- Equipment operating procedures and systems.
- Chemical Grout information.
 1. Description of chemical grout materials to be used (please refer hereinafter to grout characteristics).
 2. MSDS sheets for all materials to be used.
- Identification of the Manufacturers of the packers to be utilized on the project.
- Upon completion of each pipe segment, the Contractor shall submit to the Engineer a report showing the following data for each joint tested, grouted or attempted to be grouted:
 1. Identification of the sewer pipe section tested.
 2. Type of pipe material, diameter and depth of pipe to the surface at manholes.
 3. Length of pipe sections between joints.
 4. Test pressure used and duration of test.
 5. Pass/fail results for each joint/connection tested.

6. Location stationing of each joint tested and location of any joints not tested with an explanation for not testing.
7. Volume of grout material used on each joint.
8. Gel set time used (cup test results from tanks).
9. Grout mix record of the batches mixed including amount of grout and catalyst, additives and temperature of the grout solution in tanks; and
10. Video recordings that include:
 - i. Testing and sealing operations for each joint (including inflation and deflation over the joint) displaying the final air test of joints or laterals; and
 - ii. An additional final recording, if specified, that includes inspection of the pipe after all grouting work is complete.

Products and Equipment.

Testing and Grouting Equipment. The basic equipment shall consist of the following:

1. Remotely operated color television (CCTV) camera capable of pan and tilt.
2. Joint testing device referred to hereafter as a packer; and
3. Test monitoring equipment.

The equipment shall be constructed in such a way as to provide a means for introducing air under pressure into the void area created by the expanded ends of the packer pushing against the host pipe. The equipment shall also provide a means for continuously measuring, viewing and recording the actual static pressure of the test medium and grout within the void area only. The packer shall be of a diameter size nominally less than the internal diameter of the pipe, with cables at either end used to pull it through the line. The packer should always be constructed in such a manner as to allow a restricted amount of sewage to flow. The packer shall be expandable by air pressure. Packers shall be of low void space construction with void volume given by the packer manufacturer.

Void pressure data shall be transmitted from the void area directly to the monitoring equipment in the grouting truck or to the grouting truck via a video picture of a pressure gauge mounted on the packer and connected to the void area. All test monitoring shall be above ground and in a location that will allow for simultaneous and continuous observation of the televising monitor and test monitoring equipment.

Grouting equipment shall consist of the packer and appropriate pumping and hosing systems capable of supplying an uninterrupted flow of sealing materials to completely fill the voids. Grout pumping systems shall be sized to deliver a mixed volume of grout at a minimum of three gallons per minute (3 GPM) and thirty (30) gallons of uninterrupted flow within ten (10) minutes.

The volume of mixed grout pumped must be measured and recorded for each grouted joint or connection.

The equipment shall be capable of performing the specified operations in sewers where flows do not exceed twenty-five percent (25%) of internal pipe diameter.

Grout(s) – General requirements. All grout materials must have the following features or capabilities:

1. During injection, the grout must react or otherwise perform in the presence of water (groundwater).
2. The ability to increase grout mix viscosity, density and gel strength by increased concentration of constituents or the use of approved additives.
3. The cured grout must withstand submergence in water without degradation.
4. The resultant grout formation must be homogeneous and prevent the passage of water (infiltration) through the pipe joint.
5. The grout must not be biodegradable.
6. The cured grout should be chemically stable and resistant to organics found in sewage.
7. Residual grout shall be easily removable from the sewer line to prevent blockage of the sewage flow.

Grouting materials should be handled, mixed, and stored by the Contractor in accordance with the Manufacturers' recommendations. The grouting materials shall be delivered to the site in unopened original Manufacturers' containers.

Grout(s) characteristics.

1. Base grouts shall have the following characteristics:
2. A minimum of ten percent (10%) acrylamide base material by weight in the total grout mix. A higher concentration of acrylamide base material is recommended to increase strength or offset dilution during injection.
3. The capacity to tolerate some dilution and react in moving water during injection.
4. A viscosity of approximately two (2) centipoise shall be attainable. This viscosity shall also be increasable with approved additives.
5. A controllable reaction time from ten (10) seconds to one (1) hour.
6. A reaction (curing) process or method that produces a homogenous, chemically stable, non-biodegradable, firm and flexible gel.
7. The capacity to increase mix viscosity or density and gel strength by increased concentrations of the mix constituents or by the use of approved additives.
8. Product(s) and Manufacturer(s):
 - i. Avanti AV-100;
 - ii. Avanti AV-118; or
 - iii. Approved equal(s).

Additives. At the Contractors discretion according to field conditions, additives may be selected and used within the Manufacturers' recommended quantities.

Strengthening Agents.

1. For joint grouting, a latex or diatomaceous earth additive may be added to increase compressive and tensile strength. The quantity of strengthening agent additive shall be as recommended by the Manufacturer and approved by the Engineer.
2. Product Manufacturer(s):
 - i. Avanti AV-257 Icoset; or
 - ii. Approved equal(s).

Root Inhibitors.

1. When roots are present, for joint grouting, a root deterrent chemical shall be added to control root re-growth. The quantity of inhibitor shall be as recommended by the Manufacturer and approved by the Engineer.
2. Product Manufacturer(s) – Approved project Manufacturer(s) are:
 - i. Avanti AC-50W; or
 - ii. Approved equal(s).

Dye. A Manufacturer approved water soluble dye without trace metals shall be added to the grout tank(s) for visual confirmation.

Gel Time Modifier. A gel time extending agent may be used in accordance with the Manufacturer(s)' recommendations to extend gel time, as necessary.

Miscellaneous Additive Requirements. When using non-soluble additives, the grout tanks must have mechanical mixing devices to keep the additives in suspension and maintain a uniform solution of grout and additive.

Execution.

Control Tests.

Packer Tests – The Contractor shall demonstrate the acceptable performance of air test(s), including:

1. To ensure the accuracy, integrity and performance capabilities of the testing equipment, a demonstration test (barrel test) shall be performed by the Contractor. The test procedures shall be as follows: After entering each pipeline segment with the test equipment, but prior to the commencement of joint testing, the Contractor shall position the test equipment on a section of sound sewer pipe between pipe joints and perform a test as specified. The equipment shall hold a seven to ten PSI (7-10 PSI) test pressure for a period of fifteen (15) seconds with a pressure drop of less than one PSI (<1 PSI). In the event of a failed test, the Contractor shall repair any defective equipment and re-test to verify proper operation of all equipment.

Pump Tests - At the beginning of the contract, prior to application of grout, the Contractor shall perform a pump test. This test shall determine if proper ratios are being pumped from the grout component tanks at the proper rates and shall also measure pump rates. The Contractor shall use separate containers to capture the discharges from each of the grout component hoses to simulate the actual volumes of each component through the interconnect hoses, hose reel and length of grout hose, and to confirm accuracy of the grout pump totalizer. The Contractor shall take corrective action if ratios or rates are not within the Manufacturers' recommended standards.

Grout Tests – The Contractor shall perform and record a grout gel test in the presence of the Engineer. This test shall include the recording of the grout tank solution temperature, catalyst tank solution temperature, ambient air temperature in truck, and gel time of the sample. The test shall be performed whenever the following conditions occur:

1. At the beginning of each day. The material in the hoses shall be recycled to the tanks and a sample shall be taken.
2. Whenever new batches of grout are mixed; and
3. Whenever the temperature in the tanks or ambient temperature have changed by more than plus or minus ten degrees Fahrenheit (+/- 10°F) from the previous gel test.

Pipe Preparation. Prior to the application of the chemical grouting materials, the Contractor shall thoroughly clean the sewer designated to receive the chemical grouting. Cleaning shall constitute removal of all loose debris and solids including which shall inhibit proper seating of the packer. If mineral deposits or protruding taps are present, said obstructions shall be removed and paid for as described elsewhere in these provisions.

If the CCTV inspection reveals a more severe obstruction, such as an offset joint or a broken or crushed pipe, the Owner and Engineer shall be notified immediately so that the obstruction can be assessed and removed.

Grout Preparation.

The Contractor shall follow the Manufacturer(s)' recommendations for mixing and safety procedures.

Gel time shall be adjusted as necessary to compensate for changes in temperature in grout component tanks or hoses. The addition of dilution water to extend gel times is not acceptable unless the resulting base material exceeds ten percent (10%) by weight for solution grouts.

During the grouting process, the Contractor's grouting technician shall monitor the grout component tanks to make sure that proper ratios are being pumped. If unequal levels are noted in the tanks, the technician shall repeat the pump test as described above and correct any defective equipment.

Gel times shall be within the following formula calculations unless the Contractor's experience and/or field conditions dictate otherwise:

$$Gel\ Time = \left(\frac{Volume\ of\ Pipe\ / \ Packer\ Void\ Space\ (gal)}{Pumping\ Rate\ (gpm)} \right) \left(\frac{60\ sec}{1\ min} \right) + 20\ sec (+/-\ 5\ sec)$$

Packer/Pipe void shall be defined as the volume between the inflated packer and the inside pipe wall when the packer is inflated per manufacturer recommendations.

For example: an 8" pipe with a pack void space of .3 gallons would provide:

$$Gel\ Time = \left(\frac{.3(gal)}{3(gpm)} \right) \left(\frac{60\ sec}{1\ min} \right) + (20\ sec) = 26\ sec (+/-\ 5\ sec)$$

Testing and Grouting Defects. All sewer joints on a segment shall be tested with the following exceptions:

1. Longitudinally fractured or broken pipe, as classified by PACP, unless specifically shown or specified or directed by the Engineer.
2. Sections of the pipe with structural defects between joints; and
3. Any sections of pipe or joints that are in such poor structural condition that in the judgment of the Engineer or the Contractor, significant structural damage of the pipe would occur as a result of the pressure test.

Any structurally undamaged joint that structurally fails or breaks during testing and grouting (said tests and grouting being documented on video to have been done under normal pressure conditions) shall be the Contractor's responsibility and cost to repair.

Testing Procedure for Mainlines. Joint testing pressure shall be equal to one half (0.5) PSI per vertical foot (VF) plus two PSI (0.5 PSI per/VF + 2.0 PSI). However, test pressures shall not exceed ten (10.0) PSI without the approval of the Engineer.

The Contractor shall individually test each sewer pipe joint at the above-specified pressure (and retest after sealing) in accordance with the following air test procedure:

1. The packer shall be positioned within the pipe in such a manner as to straddle the joint to be tested.
2. The packer ends shall be expanded so as to isolate the joint from the remainder of the pipe and create a void area between the packer and the pipe joint. The ends of the testing device shall be expanded against the pipe as per manufacturers' recommendations. If all attempts to isolate the joint fail, the Contractor shall pump grout to seal the leak around the packer end. The Contractor will not be paid the unit price for joint grouting for this activity.

3. After the void pressure is observed to be equal to or greater than the required test pressure, the air flow shall be stopped. If the void pressure decays by more than one PSI (1.0 PSI) within fifteen (15) seconds, the joint shall be determined to have failed the test and shall be sealed.

Upon completing the testing of each individual joint, the packer shall be deflated with the void pressure meter continuing to display void pressure. Should the void pressure meter fail to drop to a reading of zero point zero PSI, plus or minus zero point five PSI (0.0 PSI +/- 0.5 PSI), the Contractor shall clean the test equipment of residual grout material or make the necessary equipment repairs to provide for an accurate void pressure reading.

Grouting – General Requirements. The Contractor shall grout all joints that failed the pressure test by the injection method. This shall be accomplished by forcing grout through a system of pumps and hoses into and through the joints of the sewer pipeline utilizing the packer then in the sewer pipe.

Joint Sealing for Mainlines. The Contractor shall position the mainline packer over the joint to be sealed with the aid of a CCTV camera in the line.

The Contractor shall pneumatically expand the packer sleeves such that they seal against the inside periphery of the pipe. This shall form a void area at the joint that shall be completely isolated from the remainder of the pipeline.

The Contractor shall then pump grout materials into this isolated area. The pump shall be operated until “refusal”. The goal of this procedure is the applying of one quarter to one half (0.25 to 0.5) gallons of grout per inch of pipe diameter per pipe joint. Refusal shall mean the joint will not accept any more grout (because it has flowed throughout the void, through any joint failure and into the surrounding soil; or gelled or filled the available void space; and formed a cohesive seal stopping further grout flow). The Contractor shall record the amount of grout pumped on the sealing log.

Upon completion of the injection, the Contractor shall deflate the packer to break away from the ring of gel formed by the packer void. The packer should then be re-inflated and the joint retested at a pressure equal to the initial test pressure. If the joint fails this air test, the Contractor shall repeat the grouting procedure at no additional cost to the Owner. This sequence of air testing, grouting and subsequent air testing should be repeated until either the joint is sealed or it is determined that the grout consumption is too high.

If a mainline joint requires more than one (1) gallon of grout per pipe diameter inch per pipe joint, the Contractor shall modify grouting procedures. This modification shall stage grouting by pumping additional grout in up to four (4) gallon increments, waiting one (1) gel set cycle time or one (1) full minute, whichever is greater between stages. The maximum number of stages shall not exceed two (2) stages of four (4) gallons each unless approved by the Owner. The final

determination to stop subsequent attempts to seal a joint shall be made jointly between the Engineer and the Contractor.

Joint Sealing Verification. The Contractor shall record grouting of joints in conjunction with the testing of joints. This shall include recording the void pressure drop continuously on video and in writing immediately before sealing, and immediately after grouting. After the packer is deflated and moved, the Contractor shall record on video the visual inspection of the joint.

Post-grouting Cleaning. The Contractor shall hydro-flush all mainline sewers after grouting operations.

Disposal. The Contractor shall collect and properly dispose of cleaning materials used in the cleaning of the grouting equipment. The Contractor will not be allowed to flush sealing chemicals into the downstream pipe reaches and shall dispose of unplaced and waste chemical sealing material and all equipment cleaning chemicals off-site, in accordance with IEPA requirements. The Contractor will not be allowed to discharge within the Municipal limits or in the sanitary sewer.

Post-Construction Inspection. After grouting is complete, all pipe sections shall be final inspected by means of a color CCTV system. The inspection shall be conducted as per the NASSCO Pipeline Assessment and Certification Program (PACP). Final videos shall be delivered as described POST-CONSTRUCTION TELEVISION INSPECTION.

Quality Control. The Contractor shall conduct warranty joint air testing on all of the joints and lateral connections successfully sealed in ten percent (10%) of the sewer pipe segments or a minimum of two (2) sewer line segments, whichever is greater. This work shall commence approximately eleven (11) months after substantial completion of the initial project or phase. The Engineer shall select the pipe segments to be warranty tested. The Contractor shall be provided with sixty (60) days' notice of the warranty testing. The Contractor shall conduct all warranty tests in the presence of the Engineer.

1. If more than ten percent (10%) of the warranty tested joints or lateral connections fail, the Contractor shall test an additional fifteen percent (15%) of the pipe segments or two (2) additional sewer line segments, whichever is greater. If more than ten percent (10%) of the second group of warranty tested joints or lateral connections fail, the Contractor shall test one hundred percent (100%) of the joints or lateral connections successfully sealed in the remaining untested pipe segments at no additional compensation.
2. The Contractor shall grout and/or retest all joints and lateral connections failing warranty testing at no additional compensation.
3. Joints that received more than four (4) gallons of grout per pipe-diameter inch of pipe joint are exempted from the warranty testing.

Basis of Payment. AIR TEST AND GROUT MAINLINE JOINTS shall be paid for at the Contract Unit Price per each joint tested and per each joint chemically sealed, of the diameter specified, which price and payment shall include but not be limited to minor complications and/or delays, traffic maintenance & protection, testing pipe joints, chemically sealing (including grout), immediate and warranty re-testing of pipe joints and all labor, materials, tools, fees, equipment and incidentals needed to complete work specified within this Contract.

ITEM #6: CUT PROTRUDING TAPS

Description. For break-in service connections that protrude more than one inch into the sewer, the Contractor shall remove the protruding portion of the tap in preparation for cured-in-place pipelining, grouting or other rehabilitation work. Cutters used shall be power-driven cutting devices (lateral cutters) designed to remove protruding taps. Cutters shall be capable of slicing laterally through cast iron, 3/4" rebar and anchors, clay tile, and concrete protruding into sewer lines.

The Contractor shall cut protruding taps so that protrusions are no greater than 1/2 inch. While using a protruding tap cutter, slow RPM will cut more effectively than rapid RPM. The Contractor shall maintain a steady flow and RPM while cutting and shall hydro-flush cut and broken pieces out of the sewer before proceeding to the next protruding tap. The TV operator shall pan up the service before the tap is cut to show the existing conditions of the service. All tap cutting shall be performed during televising operations. After the tap is cut, the TV operator shall pan up the service to show the extents of the cutting. If a protruding tap cannot be removed by the cutting device, then the Engineer shall be notified to determine if a point repair will be necessary. Obtain authorization from the Engineer before proceeding.

Basis of Payment:

This work item shall be paid at the Contract Unit Price per Each for **CUT PROTRUDING TAPS** and shall include all material, and labor required. Protruding taps shall be cut with approved lateral cutters and shall not be cut with root saws. Any damages caused to the sewer main or sewer service lateral during tap cutting shall be the responsibility of the Contractor and shall be repaired at no additional expense to the Village.

ITEM #7: DYE TESTING OF SERVICES

Description. Only one active lateral reinstatement per property shall be allowed during cured-in-place pipelining unless otherwise approved in advance by the Village. Any properties with more than one lateral shall be identified during PRE-CONSTRUCTION CLEANING AND TELEVISIONING and shall be dye tested by the Contractor to verify active or abandoned connections to the sewer, prior to cured-in-place pipelining. This work includes contacting the homeowners, coordinating and performing the dye test, as well as video recording the test and presenting the findings to

the Engineer and the Village. If the property cannot be dye tested, the Contractor shall laterally launch and locate the service from the mainline to determine if it is active or not. If a required dye test was unable to be completed and the Contractor must laterally launch from the mainline, the “Lateral Launch Services” will be paid for separately. Additional lateral connections with visible caps shall not warrant dye testing and shall be left closed without reinstatement.

In addition to dye testing properties with more than one lateral, the Contractor shall layout the locations of all services for any sewer segments that have more active lateral connections than number of houses on the same stretch. The Contractor shall utilize a measuring wheel or tape to measure from the manhole and locate each service lateral point based on camera reel counter footage. This layout shall aid in confirmation that the correct service location is marked and being re-instated. The Contractor shall paint the location of services in an oil-based white paint for paved or non-paved areas. Layout of services shall be considered incidental.

All video, layout, dye test and other pertinent information shall be presented to the Engineer and the Village prior to cured-in-place pipelining. All dye testing and layout results shall be presented to the Engineer and the Village in a PDF document showing pipe segment layouts including notes and addresses for each service to verify results.

Basis of Payment:

All videos and PDF document layout information shall be provided to the Engineer and Village prior to payment.

This item of work shall be paid for at the Contract Unit Price per Each for **DYE TESTING OF SERVICES** and shall include all labor, materials, and equipment necessary to complete the work.

ITEMS #8: LATERAL LAUNCHING SERVICES

Description. In an instance where the Contractor is not able to contact the homeowner after a minimum of 3 attempts, or unable to gain access due to COVID-19 concerns, Contractor shall televise the lateral from the sewer main to the outside wall of the home, with prior approval of the Engineer. The work shall include attaching a sonde to the camera and tracking the location of the lateral connection on the ground surface using paint marking/flagging and providing detailed location sketches. This work shall also include a light cleaning of the lateral prior to testing. Contractor shall provide a LACP coded report and video.

Basis of Payment:

Lateral launch Services shall be paid for at the Contract Unit Price per Each for **LATERAL LAUNCH SERVICES** and shall include all labor and material including cleaning lateral, root cutting and removal/disposal of debris, mineral deposits, grease and sewerage solids, and submission of digital database prior to determining the active service.

APPENDIX A: CIPP LINING REHABILITATION SCHEDULE

**VILLAGE OF OSWEGO
2020 SANITARY SEWER REHABILITATION
PIPE LINING AND REINSTATED LATERALS SCHEDULE**

Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Location	Pipe Diameter (in.)	Pipe Material	Segment Length (ft.)	Number of Live Services	Number of Capped Services	Number of Protruding Taps
77-EB235	77-EB233	S Main St	8	VCP	398	7	3	0
77-EB236	77-EB235	S Main St	8	VCP/PVC	357	8	4	0
97-EB238	77-EB236	S Main St	8	VCP	285	5	2	0
96-EB241	96-EB238	S Main St	8	VCP	297	6	2	0
96-EB242	96-EB241	S Main St	8	VCP	347	6	4	0
7	8 LS	Stonehill Rd	10	VCP	392	4	0	0
10	11	Stonehill Rd	10	VCP	402	2	0	0
8" Total:					1,684	32	15	0
10" Total:					794	6	0	0
Total:					2,478	38	0	0

APPENDIX B: MAINLINE GROUTING REHABILITATION SCHEDULE

**VILLAGE OF OSWEGO
2020 SANITARY SEWER REHABILITATION
MAINLINE GROUTING**

Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Approximate Address	Pipe Diameter (in.)	Pipe Material	Grout Location from USMH (ft.)	Segment Length (ft.)	Grout Location from USMH (ft.)	Repair Type
1	2	74 Stone Hill Rd.	10	DIP/PVC	13	389	12.6	Roots at Joint
1	2	74 Stone Hill Rd.	10	DIP/PVC	53	389	52.8	Deposits at Joint
1	2	72 Stone Hill Rd.	10	DIP/PVC	367	389	367.2	Deposits at Joint
2	3	71 Stone Hill Rd.	10	PVC/DIP	242	305	242.0	Deposits at Joint
2	3	71 Stone Hill Rd.	10	PVC/DIP	282	305	282.0	Deposits at Joint
11	12	15 Stone Hill Rd.	10	VCP	143	229	142.5	Joint Offset Medium and Infiltration Gusher
12	13	19 Stone Hill Rd.	10	VCP	45	262	44.5	Infiltration Runner
15	16	33 Stone Hill Rd.	10	VCP	268	401	268.2	Infiltration Runner
10" TOTAL:							8	

CONSTRUCTION SET OF PLANS

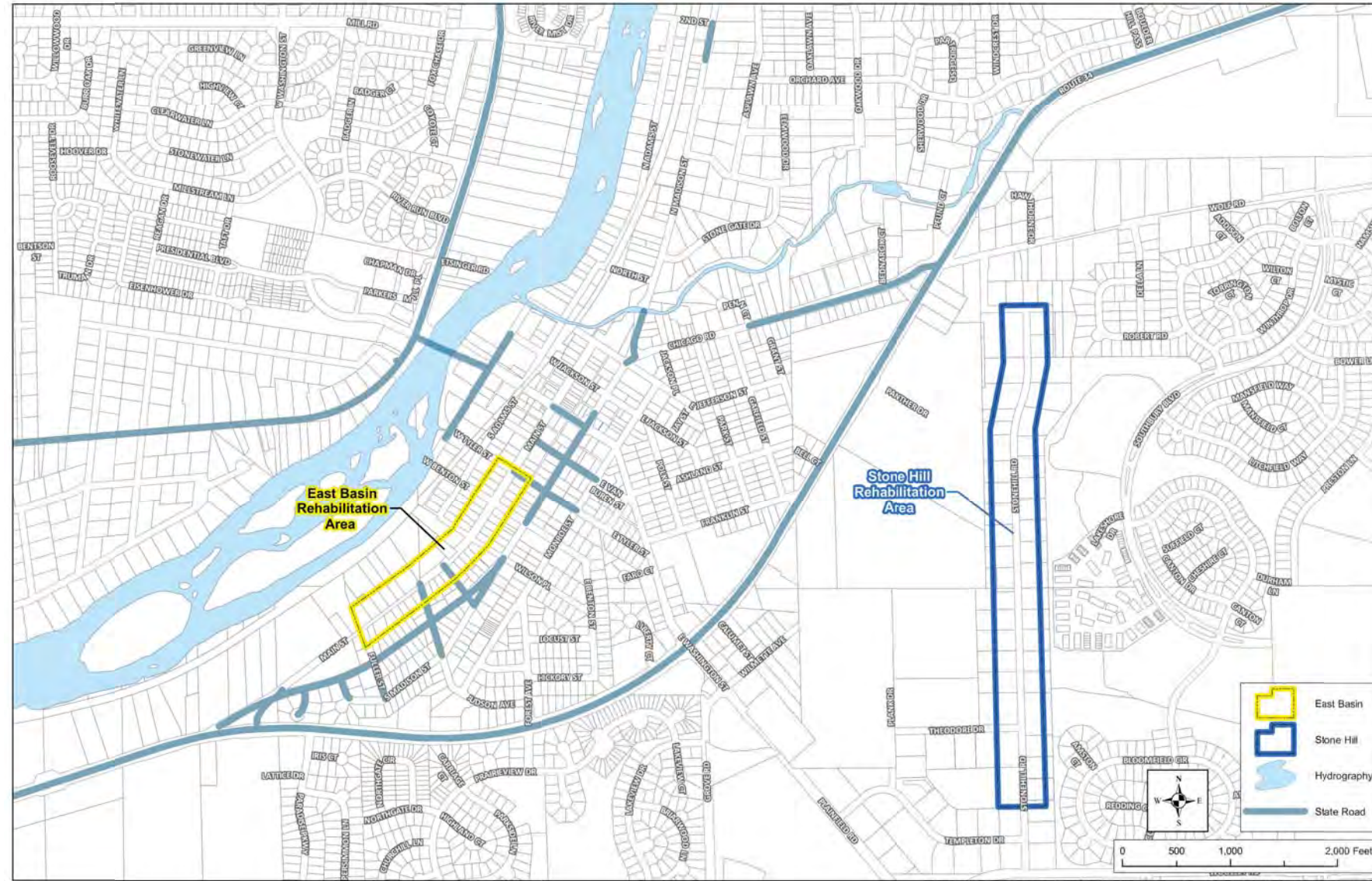


VILLAGE OF OSWEGO 2020 SANITARY SEWER REHABILITATION



INDEX OF SHEETS

- 1 COVER
- 2 GENERAL NOTES & SOQ
- 3 CIPP LINING EAST BASIN
- 4-6 CIPP LINING & MAINLINE GROUTING
STONE HILL 1 -3



AREA OF IMPROVEMENT

PROJECT LOCATION MAP

AUGUST 2020

PLANS WILL NOT CONFORM TO STANDARD SCALES.

FOR UNDERGROUND UTILITY LOCATIONS CALL
J.U.L.I.E. 1-800-892-0123



11/30/2021

REGISTERED P.E., STATE OF ILLINOIS EXPIRES

K. S. Archana



The Choice for Collection System Solutions

LICENSE # 062-069026
EXPIRES 11/30/2020

200 W. FRONT STREET
WHEATON, IL 60187

**VILLAGE OF OSWEGO
GENERAL NOTES**

1. The contractor shall follow all applicable Village of Oswego standards and specifications, latest edition, Standard Specifications For Road and Bridge Construction adopted April 1, 2016 and latest supplement, the Illinois Society of Professional Engineers Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, the latest edition of the Traffic Control Devices for Streets and Highways.
2. The locations of existing underground utilities, such as water mains, sewer, gas lines, etc., as shown on the plans have been determined from the best available information and is given for the convenience of the contractor. However, the engineer and owner do not assume responsibility for the accuracy of the locations shown. It shall be the contractor's responsibility to contact all utility companies and their facilities shall be located prior to any work.
3. The contractor shall be responsible for the protection of all underground or surface utilities even though they may not be shown on the plans. Any utility is damaged by the contractor during construction shall be repaired to the satisfaction of the engineer or owner, or replaced. Such work will be at the contractor's expense.
4. Before starting any excavation, the contractor shall call "J.U.L.I.E." at 8-1-1 (or 800-892-0123) for field locations of buried electric, telephone, cable and gas facilities.
5. Wherever obstructions not shown on the plans are encountered during the progress of the work and interfere to such an extent that an alteration in the plans is required, the engineer shall be notified prior to any changes.
6. It shall be the Contractor's duty and responsibility to ascertain and execute the means, methods and sequence of construction in accordance with the plans, specifications and other contract documents. This shall include, but shall not be limited to, the exclusive duty and responsibility to provide for workplace safety and worker supervision. It shall exclusively be the Contractor's duty and responsibility to investigate and ascertain the current physical state and operational status of the Village's water supply system and the Village's sanitary sewer system, including whether a water main or other vessel is operational, contains water, is pressurized or is otherwise safe to alter. Any information provided by the Village, or its employees and consultants, regarding the state of its water supply and sanitary sewer systems is provided as a courtesy to the Contractor but is not warranted to be true and may not be relied on by the Contractor in satisfaction of, or to diminish, its exclusive duty to ascertain and execute the means, methods and sequence of construction in accordance with the plans, specifications and other contract documents and its exclusive responsibility to provide for workplace safety and worker supervision.
7. On a daily basis, the work and the adjacent areas affected thereby shall be cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and private owners will be inconvenienced as little as possible. Upon completion of the work, these areas shall be left in a clean and neat condition.
8. Contractor to utilize plywood or equivalent material to minimize damage to yards and driveways by equipment or stockpiled backfill.
9. During construction operations, whenever any loose material is deposited in the flow lines of drainage structures such that the natural flow of water is obstructed, it shall be removed at the close of each working day. At the conclusion of construction, all drainage and utility structures shall be free of dirt and debris.
10. When existing drainage or sewerage facilities are disturbed, the contractor shall provide and maintain temporary outlets and connections for all public or private drains, sewers, or catch basins. Contractor shall provide facilities to take all storm water which would be received by these facilities and discharge same. Contractor shall also provide and maintain an efficient pumping plant, if necessary, and a temporary outlet, and be prepared at all times to dispose of the water received from these temporary connections until such time that permanent connections with sewers are constructed and in service. This work shall be included in the contract.
11. It shall be the contractor's responsibility to verify all dimensions and conditions existing in the field prior to ordering materials and beginning construction.
12. Access: The contractor shall provide access to abutting property at all times during the construction of this project, except for periods of short duration. The cost to provide access shall not be paid for and shall be included in the cost of the contract.
13. The contractor shall take all necessary safety precautions to protect and provide access to abutting property, utilities, pedestrians, and vehicular traffic.
14. The contractor shall coordinate construction operations to ensure traffic maintenance, surface drainage, etc. throughout the duration of the construction period in accordance with the requirements of the Village and any other governing agencies.

SUMMARY OF QUANTITIES

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS
1	PRE-CONSTRUCTION SEWER CLEANING AND TELEVISIONING	4,064	FOOT
2	CURED-IN-PLACE SEWER LINER, 8" DIAMETER	1,684	FOOT
3	CURED-IN-PLACE SEWER LINER, 10" DIAMETER	794	FOOT
4	INTERNAL SERVICE LATERAL REINSTATEMENT	46	EACH
5	AIR TEST AND GROUT MAINLINE JOINTS, 10"	8	EACH
6	CUT PROTRUDING TAPS	1	EACH
7	DYE TESTING OF SERVICES	1	EACH
8	LATERAL LAUNCHING SERVICES	1	EACH

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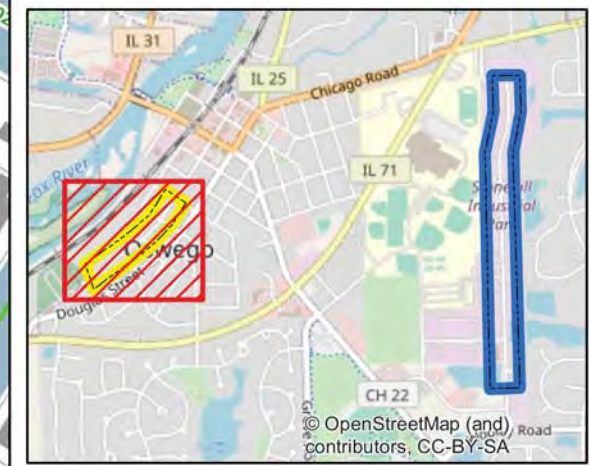
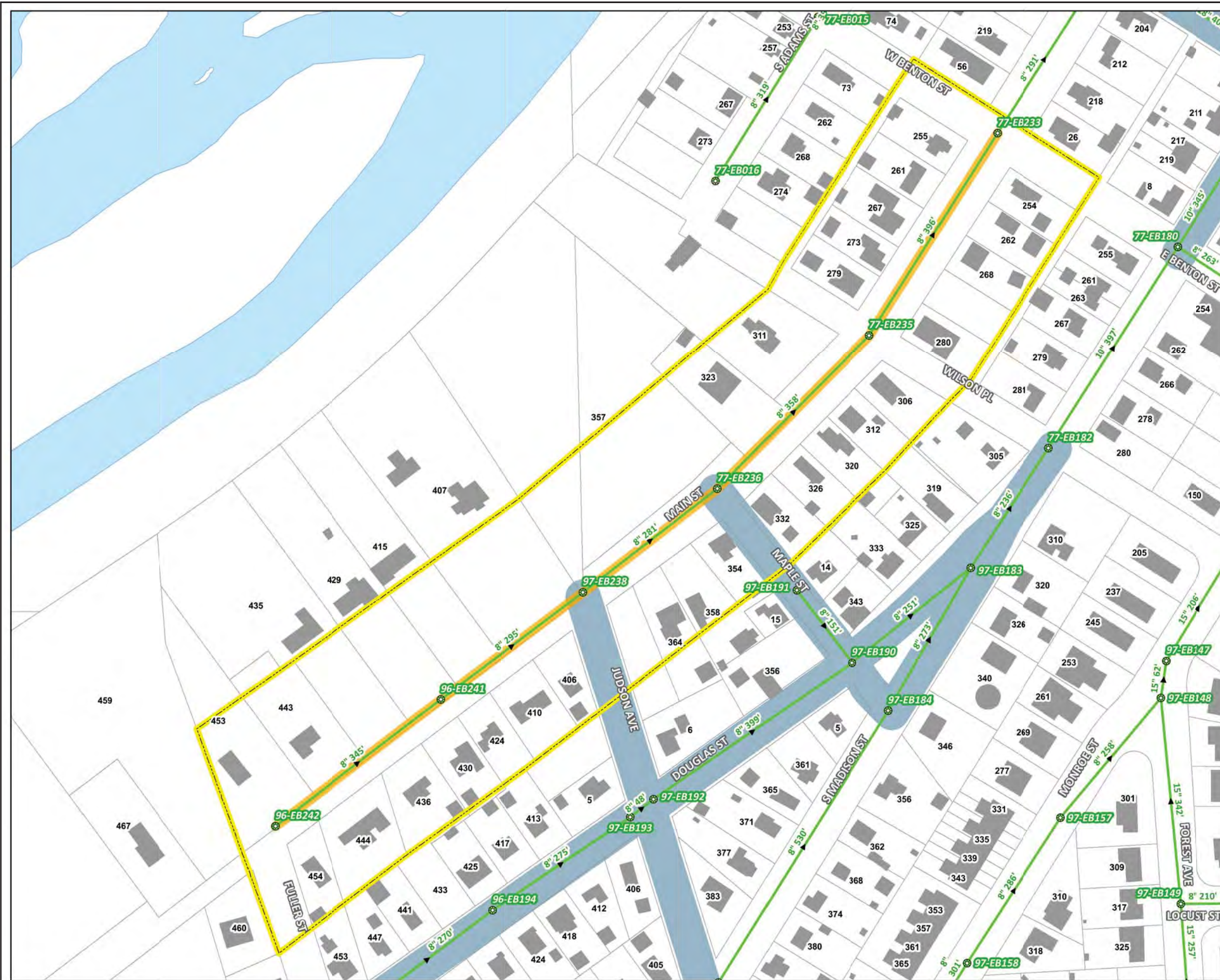
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DATE: AUGUST 2020



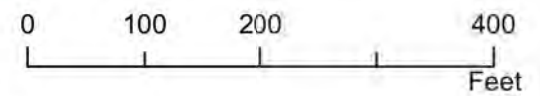
2020 SANITARY SEWER
REHABILITATION

GENERAL NOTES &
SUMMARY OF QUANTITIES

SCALES	COUNTY	TOTAL SHEETS	SHEET NO.
HORIZONTAL:	KENDALL	6	2
VERTICAL:			
PROJECT NO. 11-3614-00			



- Mainline Grout Location
- CIPP Lining
- Sewer Manholes
- Lift Station
- Gravity Main
- Force Main
- Fox Metro Manhole
- Fox Metro Gravity Main
- East Basin
- Stone Hill
- State Road
- Hydrography



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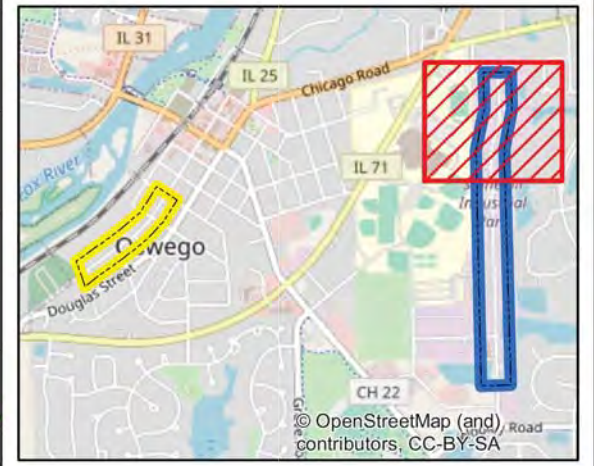
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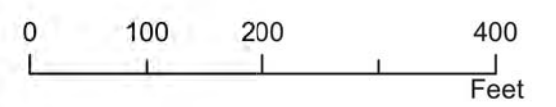
2020 SANITARY SEWER REHABILITATION

CIPP LINING EAST BASIN

SCALES		COUNTY	TOTAL SHEETS	SHEET NO.
HORIZONTAL:		KENDALL	6	3
VERTICAL:				
PROJECT NO. 11-361-400				



- Mainline Grout Location
- CIPP Lining
- Sewer Manholes
- Lift Station
- Gravity Main
- Force Main
- Fox Metro Manhole
- Fox Metro Gravity Main
- East Basin
- Stone Hill
- State Road
- Hydrography



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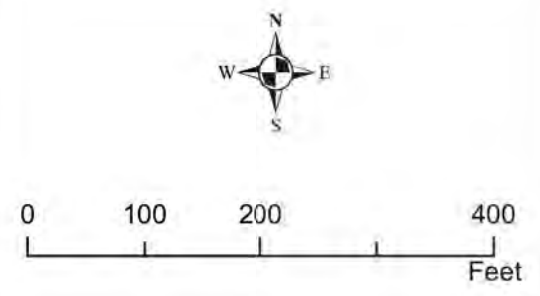
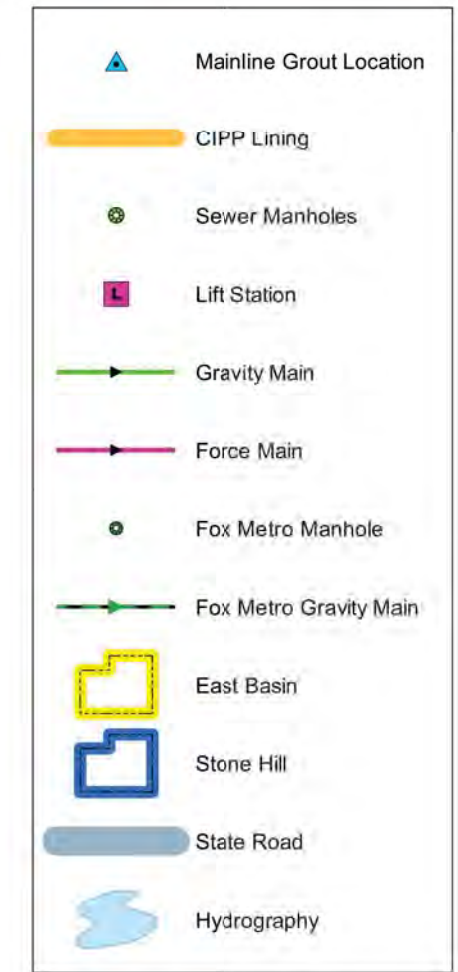
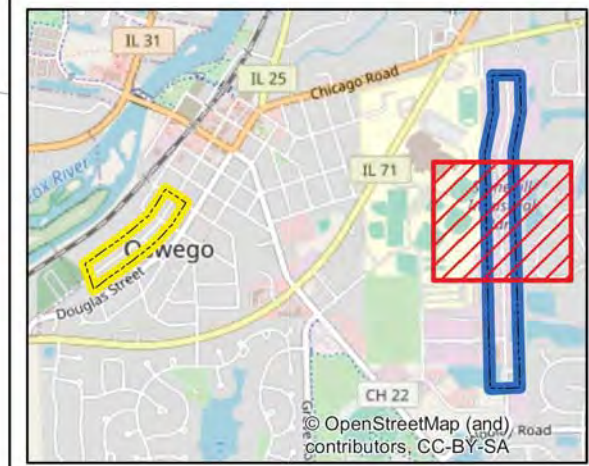
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2020 SANITARY SEWER REHABILITATION

CIPP LINING & MAINLINE GROUTING STONE HILL 1

SCALES	COUNTY	TOTAL SHEETS	SHEET NO.
HORIZONTAL:	KENDALL	6	4
VERTICAL:			
PROJECT NO. 11-361-400			



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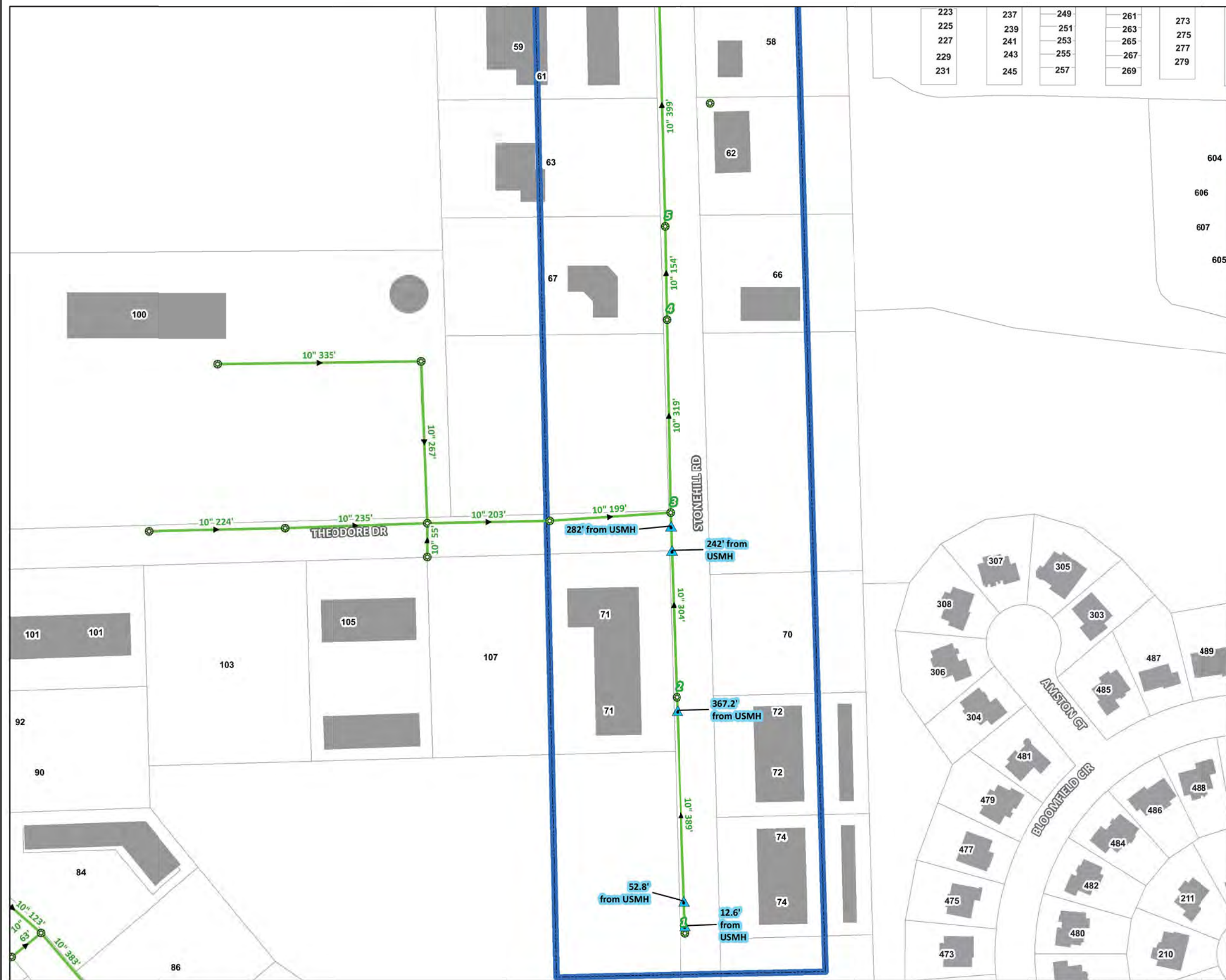
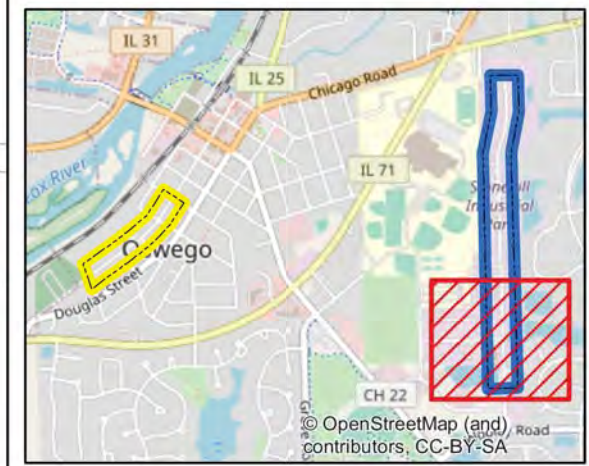


2020 SANITARY SEWER REHABILITATION

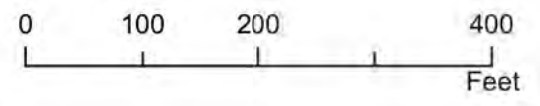
CIPP LINING & MAINLINE GROUTING STONE HILL 2

SCALES		COUNTY	TOTAL SHEETS	SHEET NO.
HORIZONTAL:		KENDALL	6	5
VERTICAL:				
PROJECT NO. 11-361-400				

223	237	249	261	273
225	239	251	263	275
227	241	253	265	277
229	243	255	267	279
231	245	257	269	



- Mainline Grout Location
- CIPP Lining
- Sewer Manholes
- Lift Station
- Gravity Main
- Force Main
- Fox Metro Manhole
- Fox Metro Gravity Main
- East Basin
- Stone Hill
- State Road
- Hydrography



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DRAWN: CR
CHECKED: JS
DATE: AUGUST 2020



2020 SANITARY SEWER REHABILITATION

CIPP LINING & MAINLINE GROUTING STONE HILL 3

SCALES		COUNTY	TOTAL SHEETS	SHEET NO.
HORIZONTAL:		KENDALL	6	6
VERTICAL:				
PROJECT NO. 11-361-400				

Merchants Bonding Company (Mutual)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Visu-Sewer of Illinois, LLC, 9014 S. Thomas Ave., Bridgeview, IL 60455

as Principal, hereinafter called the Principal, and **Merchants Bonding Company (Mutual)**

a corporation duly organized under the laws of the State of IA
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Oswego

as Obligee, hereinafter called the Obligee, in the sum of

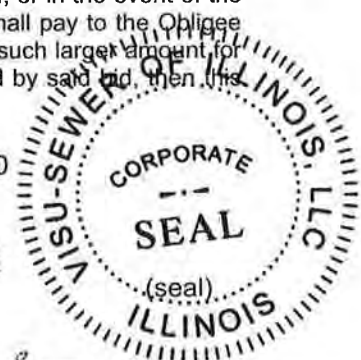
TEN Percent of Amount of Bid -----**Dollars (\$ 10 %)**,
for the payment of which sum well and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2020 Sanitary Sewer Rehabilitation Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of September 2020

Visu-Sewer of Illinois, LLC
(Principal)



Keith M. Alexander President
Keith M. Alexander (Title)

Merchants Bonding Company (Mutual)
(Surety) (seal)



Debbra A. Hinkes Attorney-in-Fact
Debbra A. Hinkes, Attorney-in-Fact (Title)

James S. Serketich (Witness)
Corporate Secretary

Laura J. Brehm (Witness)

MERCHANTS
BONDING COMPANY,
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Debra A Hinkes; Pamela M Hineman; Robert M Tortelli

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020



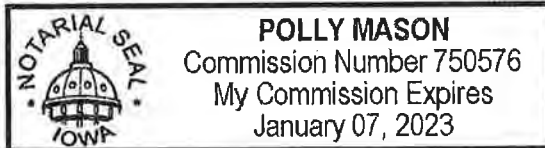
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of September 2020



William Warner Jr.
Secretary



1. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed and dated by the respondent and included with the bid documents submitted by the respondent on or before the bid due date and time. Failure to include this addendum with the bid documents may result in rejection. The respondent will carefully note the inclusion of this addendum on the bid form.

2. QUESTIONS/CLARIFICATIONS:

QUESTION 1: Do you have the video for the sections of pipe that you are looking to have CIPP installed on as well as the grout lines?

RESPONSE 1: Files are attached.

QUESTION 2: Pge 38 of 86 says the substantial completion date is 90 days. Projects that have been bidding for the past 4 months have had completion dates of 11/30/20 or 12/15/20 to meet the fiscal year end. Therefore, crews are full until the end of the year. Can you change the completion date to 1/30/21?

RESPONSE 2: Yes, we agree to change the completion date to 1/31/2021 to accommodate the contractors' schedules. As per Tim, we understand that all work and invoicing will need to be completed by 4/1/2021 which will fit with the new completion of work date of 1/31/2021.

QUESTION 3: Page 22 of 86 states "Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers...". Per the Illinois Department of Labor, this statute is only applicable when the project is funded in part or whole by state funding. It does not apply to projects funded by local money. Can you confirm this project is funded by city funds? If yes, can you confirm this Illinois Preference Act will not be enforced on this project (because it wouldn't apply)? See a recent addendum by the City of Aurora for an example.

RESPONSE 3: Yes, this project is funded with Village funds and we will not be required to enforce the Illinois Preference Act.

QUESTION 4: Page 63 of 86 shows "Tensile Strength" in the Minimum Physical Properties list. ASTM F1216 is the governing standard for CIPP and referenced in your specification (page 62). The chart in section 7.1.1 discusses physical property strengths for CIPP. You'll notice tensile strength says "for pressure pipes only." Pressure pipes need the tensile strength but requiring it in a gravity pipe is unnecessary and significantly raises the price. This is because we can't use our standard polyester resin. We must switch to a vinyl ester resin



**INVITATION TO BID
2020 SANITARY SEWER REHABILITATION
ADDENDUM #1
August 27, 2020**

which is 3x the cost and takes a lot longer to cure. Moreover, it has a lower flexural modulus which means the tube must be thicker which only compounds the problem. Therefore, can you please confirm you will not require any tensile strength tests for your gravity pipe?

RESPONSE 4: Yes, we confirm that we will not require any tensile strength tests for gravity pipe.

3. ACKNOWLEDGMENT

The Respondent acknowledges receipt of this Addendum and understands its content to the Bid Documents.

Visu-Sewer of Illinois, LLC

Company Name


Authorized Signature Keith M. Alexander, President

09/01/2020

Date

September 8, 2020

Ms. Jennifer Hughes, P.E.
Public Works Director
Village of Oswego
100 Theodore Drive
Oswego, Illinois 60543

**SUBJECT: VILLAGE OF OSWEGO, 2020 SEWER REHABILITATION - CONTRACT AWARD
RECOMMENDATION**

Dear Ms. Hughes:

Three (3) bids were received for the above-referenced project. The lowest responsible bid was received from Visu-Sewer Clean & Seal, Inc of Pewaukee, WI in the bid amount of \$79,396.80. A summary of the three bids received for this project are as follows:

Visu-Sewer Clean & Seal, Inc.....	\$79,396.80
Insituform Technologies, Inc.....	\$101,434.20
Hoerr Construction, Inc.....	\$102,485.20

The engineer's estimate for the above referenced project was \$125,808.00. The lowest responsible bidder was approximately 37% under the engineer's estimate. RJN Group has had numerous positive experiences working with Visu-Sewer Clean & Seal, Inc. on previous projects in the field of sanitary sewer rehabilitation. Therefore, we recommend that the Village of Oswego award the contract for the 2020 Sanitary Sewer Rehabilitation to Visu-Sewer Clean & Seal, Inc. in the bid amount of \$79,396.80.

Please call me with any questions at 630.682.4700 ext. 1392.

Sincerely yours,
RJN GROUP, INC.



Joseph M. Sullivan
Project Manager



VILLAGE OF OSWEGO
 2020 SANITARY SEWER CLEANING AND TELEVISION - BASIN #5
BID TABULATION

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	ENGINEER'S EST. UNIT PRICE	ENGINEER'S EST. PRICE	Hoerr Construction		Instituform Technologies		Visu-Sewer of Illinois	
						Goodfield, IL		Chesterfield, MO		Bridgeview, IL	
						Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	PRE-CONSTRUCTION SEWER CLEANING AND TELEVISION	4064	FOOT	\$4.50	\$18,288.00	\$3.80	\$15,443.20	\$4.00	\$16,256.00	\$2.15	\$8,737.60
2	CURED-IN-PLACE SEWER LINER, 8" DIAMETER	1684	FOOT	\$34.00	\$57,256.00	\$24.50	\$41,258.00	\$22.90	\$38,563.60	\$24.25	\$40,837.00
3	CURED-IN-PLACE SEWER LINER, 10" DIAMETER	794	FOOT	\$36.00	\$28,584.00	\$36.00	\$28,584.00	\$25.90	\$20,564.60	\$26.30	\$20,882.20
4	INTERNAL SERVICE LATERAL REINSTATEMENT	46	EACH	\$230.00	\$10,580.00	\$100.00	\$4,600.00	\$140.00	\$6,440.00	\$25.00	\$1,150.00
5	AIR TEST AND GROUT MAINLINE JOINTS, 10"	8	EACH	\$1,150.00	\$9,200.00	\$1,100.00	\$8,800.00	\$1,700.00	\$13,600.00	\$805.00	\$6,440.00
6	CUT PROTRUDING TAPS	1	EACH	\$400.00	\$400.00	\$400.00	\$400.00	\$620.00	\$620.00	\$150.00	\$150.00
7	DYE TESTING OF SERVICES	1	EACH	\$550.00	\$550.00	\$1,200.00	\$1,200.00	\$1,765.00	\$1,765.00	\$500.00	\$500.00
8	LATERAL LAUNCHING SERVICES	1	EACH	\$950.00	\$950.00	\$2,200.00	\$2,200.00	\$3,625.00	\$3,625.00	\$700.00	\$700.00
TOTAL COST ESTIMATE					\$125,808.00	CORRECTED:	\$102,485.20	CORRECTED:	\$101,434.20	CORRECTED:	\$79,396.80
						EXCEPTIONS:	\$127,265.20	EXCEPTIONS:		EXCEPTIONS:	
						AS READ:	\$102,485.20	AS READ:	\$101,434.20	AS READ:	\$79,396.80

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: September 15, 2020
SUBJECT: Well 6 Repairs Task Order Approval

ACTION REQUESTED:

Resolution Authorizing the Execution of a Task Order with Layne, a Granite Company, Aurora, Illinois for Repairs to Well 6 in the Amount not to Exceed \$190,000.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Public Works

SUBMITTED BY: Timothy A. Zasada, Assistant Public Works Director - Utilities

FISCAL IMPACT:

FY21 Budget: \$190,000 was approved from the Water and Sewer Operating Fund (Acct #5006070-543110).

BACKGROUND:

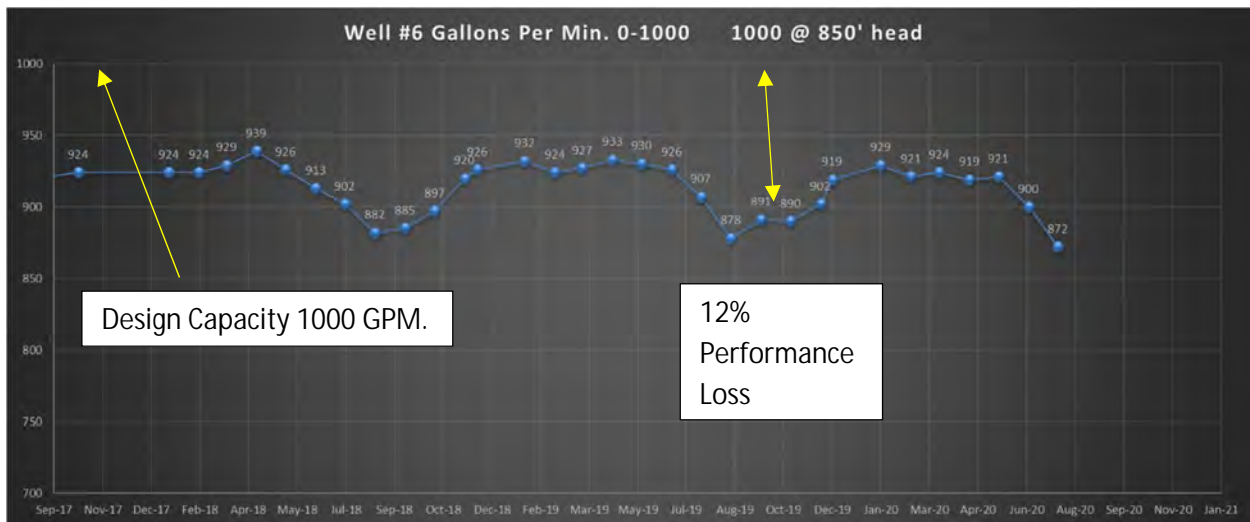
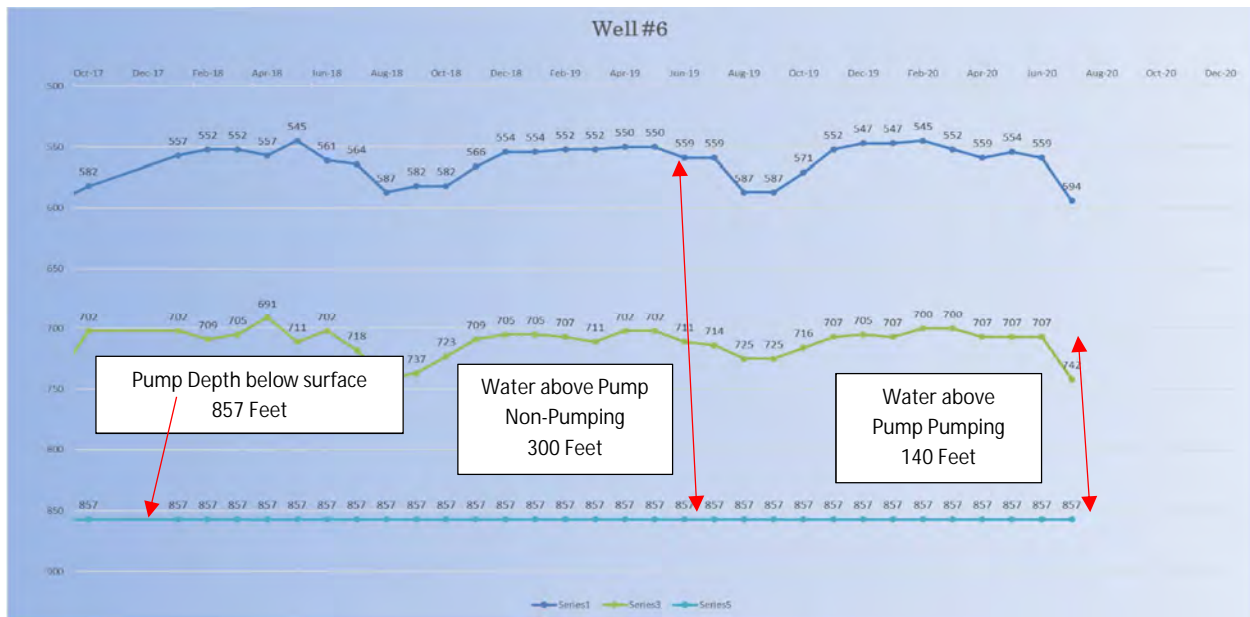
The Village executed a professional services agreement with Layne for a term of five years on November 13, 2018. This resolution covers the contractual obligations for the task order and well maintenance. The Village also receives a 5% discount on Layne’s Schedule B attached as Exhibit B and a 10% reduction on specialty services outlined in the PSA.

Well 6, located at 245 Lennox Dr., was constructed in 1992 by Wehling Well Works. The original pump and motor were installed in 1992. In 2010 the pump was rebuilt, and the motor serviced by Layne. Well 6 is a deep well with a total depth of 1,392 feet and a pump setting of 857 feet. The design flow is 1,000 gallons per minute (gpm) and currently is pumping an average of 880 (gpm). There has been a 12% decline in the performance of this well in the last ten years.

Well 6 Repairs Task Order Approval

9/15/2020

2 | Page



DISCUSSION:

Attached is the task order and budget proposal from Layne, a Granite Company, providing the cost estimates for this well project. Layne's recommended budget for the project is \$190,000, staff believes that based on pumping history, current performance, and past repair experience, the anticipated maintenance will not exceed \$190,000.00. Work includes pulling and reinstallation of the well components, inspection and maintenance of the motor, and provision and installation of a new pump with new impellers. Additional cost has been factored into this amount to cover rethreading of pipework and new pipe fittings. If the pump is in good condition it may be rebuilt, and new impellers installed providing a cost savings of approximately \$35,050.00. Additionally, Layne has advised the Village that if the well requires some rehabilitation that we may go over

our budgeted amount. After the well has been televised to look at the formation it will then be determined if and what method may be needed.

Applying unit costs and reorganizing the proposal, the costs break down as follows:

- **Minimum cost to inspect - \$95,050.00** This includes mobilization of equipment, pump and motor removal, racking the pipe and transfer to Layne's yard for inspection, televising of the well total depth to see if sand has accumulated and bailing is needed. Also included in this cost after repairs to the pump is reinstallation of the pump and motor, a capacity test on the pump and all demobilization.
- **Repairs - \$83,349.00** cost includes the motor service, Inspection and rebuilding of the pump with new impellers, repairs to the column pipe, new flat cable to the motor, Hi Pod testing of the full length of the electrical cable, rethread pipework, replacement couplings.
- **Possible Well Rehab** - Method to be determined after televising.
- **Contingency - \$11,601.00**
- **Total Estimate = \$190,000.00**

Extras not specifically included that could cause an increase above budgeted amount.

- New Motor 10-week lead time. - \$93,550.00
- Brush and Sand bailing - \$449.00/Hr.
- New Electrical Cable - \$25.00 per foot 860 feet \$21,500.00
- Pipe Replacement - \$54.00 per foot

In the event repairs exceed the authorized dollar amount, staff will bring the additional repair items back to the Village Board for approval.

This contract is exempt from competitive bids per Village Code Title 1-19-7 Bid Exemptions since Layne Christensen Company is the only authorized service agent for our Byron Jackson Type H motor. Layne employees are trained and authorized to handle and service these motors by the manufacturer. All Oswego wells have the Byron Jackson motors except Well 3. The intimate knowledge of all Oswego wells that Layne has is crucial when problems arise. Layne has provided excellent service when we have needed them.

RECOMMENDATION:

Public Works recommends the board execute the task order for Layne to proceed with the pulling and inspection of Well 6. Layne has been outstanding in their performance and professionalism in their industry and in the care of all wells in the Village of Oswego.

ATTACHMENTS:

- Resolution
- Exhibit A – Well 6 Repairs Task Order
- Exhibit B – Well 6 Repairs Cost Proposal
- Exhibit C – Layne, a Granite Company, Master PSA (18-R-93)

RESOLUTION NO. 20 - R - ____

**RESOLUTION AUTHORIZING THE EXECUTION OF A TASK ORDER
WITH LAYNE, A GRANITE COMPANY, AURORA, ILLINOIS FOR
REPAIRS TO WELL 6 IN THE AMOUNT NOT TO EXCEED \$190,000.**

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

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

WHEREAS, the Village desires to repair Well 6 components at 245 Lennox Dr. Oswego, IL., and

WHEREAS, Layne, A Granite Company, Aurora, Illinois, is highly qualified in all aspects of well rehabilitation with plentiful experience, and

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

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. APPROVAL OF TASK ORDER

The Village President and Village Board of Trustees hereby approve the task order with Layne, A Granite Company, Aurora, Illinois, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the task order with Layne, A Granite Company, Aurora, Illinois in the amount of \$190,000 for the repairs to Well 6, substantially in the form attached as “Exhibit A and 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 15th day of September 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 15th day of September 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A TASK ORDER
WITH LAYNE, A GRANITE COMPANY, AURORA, ILLINOIS FOR
REPAIRS TO WELL 6 IN THE AMOUNT NOT TO EXCEED \$190,000.**

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

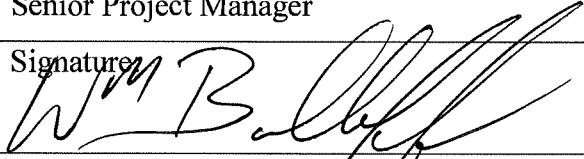

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of September 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Exhibit A
 Task Order
 Phase I

Date	June 20, 2019
Project Name	Oswego Well #6 Pump Maintenance
Project Scope	<ul style="list-style-type: none"> • Mobilize, remove pump, rack on site, measure well total depth • Reinstall pump after necessary repairs, conduct capacity test to waste, demobilize
Schedule / timeline	As required and dictated by the Village of Oswego and within Layne Christensen's competences.
Additional Information	See cover proposal and cost estimates dated June 6, 2020.

Village of Oswego, IL	Layne Christensen Company
Print Name:	Print Name: William Balluff, P.E.
Title:	Title: Senior Project Manager
Signature:	Signature 
Attest:	Attest: 
Date:	Date: August 25, 2020



William Balluff
 721 W. Illinois Avenue
 Aurora, IL 60506
 630.897.6941
 graniteconstruction.com

June 6, 2020

Mr. Tim Zasada, Assistant Public Work Director - Utilities
 Village of Oswego
 100 Parkers Mill
 Oswego, IL 60453

Re: Oswego Well 6 Pump Maintenance

Mr. Zasada:

Per your request, Layne is pleased to present this budget estimate for the maintenance of Oswego's Well 6 Byron Jackson submersible pump. This pump was originally installed in 1992 and has been removed once, in 2010, for maintenance repairs and extension of its pump setting.

If contracted, Layne will perform the work on a time and material basis per the attached Work Order Form Schedule B and per the Professional Services Agreement the Village maintains with Layne. The following maintenance budget is based upon normal pump removal without unusual circumstances such as pump separation.

In addition to the normal Pump Service Rig and crew, this site's configuration will require a crane and Operator in addition to remove and reinstall the pump. This estimate is based upon accessibility to the lawn south of the pump house grounds to stage Layne truck mounted equipment. It is Layne's intent to place the crane and a trailer on this property. A large service rig will set up on the pump house drive to lift and uncouple each length of column pipe. The extra man on the roof will transfer the weight of the column pipe to the crane's rigging which will clear the pump house and set the pipe on the trailer. The trailer will be removed from the site at the end of each shift and the column pipe will be transported to Layne's Aurora yard for rack and inspection. The reverse will apply upon setting the pump.

It is difficult to budget the cost of necessary repairs prior to inspecting the pump components. Layne encourages the Village to visit our yard to inspect components with us. At this point, Layne is in position to present a Pump Inspection Report with observations, recommendations, and accurate repair and total project cost estimates.

Pump Maintenance Budget Estimate

1. Mobilize, remove pump, rack on site, measure well total depth	\$40,000
2. Reinstall pump after necessary repairs, conduct capacity test to waste, demobilize	\$40,000
Total Base Maintenance Estimate	\$80,000

Possible Repair Costs, Services

A. Haul string of Line Pipe (column) from and to well site	\$10,000
B. Sandblast Line Pipe for inspection	\$ 3,500
C. Disassemble, clean, inspect bowl assembly	\$ 1,500
D. Hi-Pot test cable	\$ 1,150
E. Service Byron Jackson motor with oil, gasket, filter, balance tube change; epoxy coat exterior	\$ 9,000
F. Televis well	\$ 1,550
G. Cut and rethread 8" Line Pipe	\$175 each
H. Sand bailing	\$432 / hr
I. Rebuild bowl assembly with bushings, wear ring, and impeller shaft	\$20,000

Possible Repair Costs, Materials

a. Byron Jackson 14", 300 HP, 2300V, Type M (mechanical seal) factory exchange submersible motor (10 week lead)	\$ 93,550
b. Byron Jackson 13 stage 13MQ/12MQH CIBF factory bowl assembly (12 week lead)	\$ 45,880
c. Byron Jackson 13 stage 13MQ/12MQH CIBF Layne inventory bowl assembly (1 week lead)	\$ 55,050
d. 8" T&C Line Pipe, Layne inventory	\$ 54 / ft
e. 8" Line Pipe Coupling, Layne inventory	\$ 187 each
f. 8" surge control valve, Layne inventory	\$ 1,168 ea
g. #2/3C, 2.3kV submersible cable with ground, Layne inventory	\$ 25.00 / ft
h. Byron Jackson flat cable motor link, Layne inventory	\$ 7,400
i. Sandblast and epoxy coat 8" Line Pipe	\$ 29 / ft
j. Estimate miscellaneous consumables; airline, stainless banding, etc.	\$ 1,500

Theoretically, repair costs could run between \$0 and \$280,000 (\$360,000 total project). Layne certainly does not anticipate the project coming close to this top figure. A primary purpose of a pump maintenance inspection is to avoid major and costly component replacement. Typically, with a maintenance inspection and a pump currently operating in relative suitable order, the odds are good that the motor is serviceable, the cable is reusable, and the bowl assembly is in condition for rebuild. Line Pipe repair or replacement is impossible to forecast, especially on a pump that has limited repair history.

Based upon a common maintenance repair including motor service, bowl rebuild, and 500 foot of coated T&C Line Pipe replacement, a rough total project budget is \$190,000.

Thank you for the opportunity to furnish this information. If you have any questions, would like to meet to discuss, or if Layne can be of any service, please do not hesitate to contact me.

Layne Christensen Company


William Balluff, P.E.
Area Manager



WATER | MINERAL | ENERGY

Layne Christensen Company

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941
 229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

PROFESSIONAL SERVICES AGREEMENT
 SCHEDULE B

Purchaser: Village of Oswego, IL
 Job Location: Well 6

SERVICE RATES - EFFECTIVE OCTOBER 1, 2018

	Straight Time		Overtime Per Hr.	Doubletime Per Hr.
	Per Hr.	8 Hr. Day		
Serviceman w/hand tools	193.00	1544.00	289.50	386.00
Serviceman w/service truck and hand tools, or welder	222.00	1776.00	318.50	415.00
Helper	157.00	1256.00	235.50	314.00
Serviceman and 1 Helper	350.00	2800.00	525.00	700.00
<u>Small Rig or Winch Truck (\$48.00)</u>				
1 Man Crew	241.00	1928.00	337.50	434.00
2 Man Crew	398.00	3184.00	573.00	748.00
3 Man Crew	555.00	4440.00	808.50	1062.00
<u>Middle Rig, Large Hoist or Flatbed Crane (\$64.00)</u>				
1 Man Crew	257.00	2056.00	353.50	450.00
2 Man Crew	414.00	3312.00	589.00	764.00
3 Man Crew	571.00	4568.00	824.50	1078.00
<u>Big Rig, Large Hoist and Poles, or Large Crane (\$105.00)</u>				
1 Man Crew	298.00	2384.00	394.50	491.00
2 Man Crew	455.00	3640.00	630.00	805.00
3 Man Crew	612.00	4896.00	865.50	1119.00
4 Man Crew	769.00	6152.00	1101.00	1433.00
Power Tong Usage, per 8 hour shift		460.00		
<u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	187.00	1496.00	272.00	357.00
12" Threading Machine and Operator	213.00	1704.00	298.00	383.00
Serviceman w/hand tools	170.00	1360.00	255.00	340.00
Helper	155.00	1240.00	232.50	310.00
Sandblast Equipment and 2 man crew	373.00	2984.00	535.50	698.00

Mileage: Auto: \$0.55 Pickup: \$0.70 1-Ton:\$1.00 2-1/2 Ton Flatbed: \$2.10 Semi-Tractor: \$2.75

Subsistence-Per Man

Over 55 miles radius from home office.....\$65.00 + Hotel

REMARKS:

SUBMITTED WITH BUDGET REPAIR ESTIMATE OF 06/05/2020

Work Authorized on Behalf of Purchaser By: _____

Date: _____

Title: _____

RESOLUTION NO. 18 - R - 93

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH LAYNE, A GRANITE COMPANY FOR SERVICE AND REPAIRS TO ALL OF THE VILLAGE WELLS AND THE WAIVING OF THE COMPETITIVE BID REQUIREMENT

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 hereby waive the formal bidding process and authorize and direct the Village Administrator to execute on behalf of the Village of Oswego a professional service agreement with Layne, a Granite Company, of Aurora, IL, for well maintenance and repairs to all of the Village wells in the form attached as "Exhibit A".

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 13th day of November 2018.

RYAN KAUFFMAN	<u>AYE</u>	JUDY SOLLINGER	<u>AYE</u>
KARIN MCCARTHY-LANGE	<u>AYE</u>	LUIS PEREZ	<u>AYE</u>
PAM PARR	<u>AYE</u>	JOE WEST	<u>AYE</u>

APPROVED by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 13th day of November 2018.


GAIL E. JOHNSON, VILLAGE PRESIDENT


Tina Touchette, Village Clerk

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

CLERK'S CERTIFICATE
(RESOLUTION)

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

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH LAYNE, A GRANITE COMPANY FOR SERVICE AND REPAIRS TO ALL OF THE VILLAGE WELLS AND THE WAIVING OF THE COMPETITIVE BID REQUIREMENT

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 13th day of November 2018, and thereafter approved by the Village President on the 13th day of November 2018.

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 November 2018.



Tina Touchette, Village Clerk
Village of Oswego





THIS PROFESSIONAL SERVICES AGREEMENT (the "CONTRACT") is made and entered into on this 18 day of September, 2018, by and between:

VILLAGE OF OSWEGO, IL
(Hereinafter "the Village" or "Company"),
100 Parkers Mill, Oswego, IL 60543

AND

LAYNE, a Granite Company.
(Hereinafter "Contractor"), a Corporation with a principal business address at
721 West Illinois Ave. Aurora, IL 60506

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

1. DEFINITIONS: When capitalized in the Agreement, the following words or phrases shall have the following meanings:

- a) "Agreement" shall mean this Agreement, the conditions of the Agreement, all Schedules of the Agreement, and all Change Orders issued, and Task Orders executed after execution of this Agreement.
- b) "Company's Site" shall mean the location where the Work shall be performed,
- c) "Change Order" shall mean a document signed by the Company and the Contractor and authorizes an addition, deletion, or revision in the work or an adjustment in the Price or the Contract Term, issued on or after the execution of the Agreement
- d) "Or Equal" shall be understood to indicate that the "equal" product is the same or better than the product named in the Specifications in function, performance, reliability, quality and general configuration.
- e) "Price" shall mean the price or prices stated in this Agreement and/or the applicable Task Order.
- f) "Specifications" shall mean the specifications, qualities, nature, type, properties, amounts, assortments and other descriptions of and requirements for the Work as stated in the respective Task Order.
- g) "Subcontractor" shall mean contractors, suppliers, vendors, and subcontractors of any tier and any other persons or entities contracting directly or indirectly with Contractor for

the performance of the Work under this Agreement.

h) "Work" shall mean Services identified in the Specifications.

i) "Work Product" shall mean studies, reports, evaluations, designs, drawings, procedures, specifications, plans and all other documentation and deliverables which are produced or acquired by Contractor for or at the direction of Company pursuant to the applicable Task Order.

2. SCOPE OF WORK AND PROCESS: The Work to be performed by Contractor under this Agreement shall be set forth in individual Purchase Orders ("Task Orders"). For each project, Contractor shall prepare a Task Order containing an identification of the project ("Project"), description of the Work, compensation to be paid to Contractor for the performance of the Work and a proposed schedule for the performance ("Project Schedule") for the Work. This Agreement does not obligate Company to request Work from Contractor, nor does it obligate Contractor to accept orders for Work from Company. Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. Each task order shall be incorporated into this Agreement as Schedule A when expected. The effective date will be as set forth in the individual Task Order. Changes to the Task Order shall be made in writing and signed by both parties.

3. TERM: This Agreement shall commence on August 22, 2018 and shall expire on August 22, 2023 unless terminated earlier pursuant to provisions contained herein ("Contract Term"). Company and Contractor may mutually agree to extend the term of this Agreement if the parties agree, in writing, on the terms of such extension.

4. REPRESENTATIVES: The Company Representative ("Company Representative") shall be Assistant Public Works Director – Utilities, Timothy Zasada. Contractor's designated representatives shall be William Balluff, P.E. ("Contractor Representative"). Either party may change the name of its designated representative by giving written notice of same. The designated representatives shall be the primary points of contact for the Work but shall not have authority to change the terms of this Agreement.

5. RESERVED

6. PAYMENT: The Company shall pay Contractor for the Work as outlined in the applicable Task Order, inclusive of all sales and use taxes. Work shall be conducted at the rates established in Schedule B reduced by five (5%) percent. A ten (10%) percent reduction shall be applied to specialized service fees, i.e. downhole video survey, Sonar Jet®, Boreblast™, Chemical Treatment Unit, High Pressure Packer, Equipment Rental, etc. Schedule B shall be updated yearly to account for the Contractor's agreement with Union Local 150 Operating Engineers.

7. PAYMENT TERMS: Company shall pay Contractor invoices within thirty (30) days of receipt of invoice and will be subject to the local government prompt payment act. If any portion of the Work does not conform to the requirements of this Agreement, a corresponding portion of the price may be withheld by Company until the nonconformity is corrected. The Company shall

pay the Contractor for the Work as outlined above as the same may be adjusted by a Change Order.

8. RESERVED

9. WARRANTIES: Contractor represents, warrants and guarantees that any Work provided under this Agreement shall be: (1) provided in accordance with the Specifications and the requirements of this Agreement; (2) provided in a skillful, workmanlike and professional manner and consistent with generally accepted industry practices and procedures in Contractor's particular area of expertise; (3) constructed from new materials, free from defects in material, workmanship and design, and of proper size and quality; and (4) not manufactured and not priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety. These warranties shall survive acceptance of the Work. Contractor warrants that the Work performed under this Agreement conforms to the requirements of this Agreement and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers. Such warranties shall continue for a period of one (1) year from the date of final completion of the Work to be performed under the respective Task Order. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform to any such defect.

10. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold the Village, its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Contract. Contractor, however, will not be obligated to indemnify Owner against liability arising as a result of Owner's, or its directors', officers', employees', agents' or other contractors', negligence or intentional misconduct or other liability for which Owner has agreed herein to indemnify Contractor. Owner does not waive any governmental immunity.

Owner agrees to indemnify, defend and hold Contractor, its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission of Owner, its employees, agents or subcontractors in the performance of this Contract. Owner, however, will not be obligated to indemnify Contractor against liability arising as a result of Contractor's, or its directors', officers', employees', agents' or subcontractors', negligence or intentional misconduct or other liability for which Contractor has agreed herein to indemnify Owner.

Owner agrees to indemnify, defend and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which arise out of or result from (i) any release or threatened release of any substance (whether or not hazardous), including, without limitation, any hazardous waste, hazardous substance, pollutant,

contaminant, toxic material, irritant, waste gas, liquid or solid material (as defined under state, provincial, or federal laws), or failure to properly detect or evaluate the presence or release or threatened release of any such substances on or from the job site, all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence or intentional misconduct of Contractor, its employees, agents, or subcontractors; or (ii) any holding or claim that Contractor or any of its subcontractors was a “generator” or “transporter” of hazardous waste or an “operator” of the job site (as such terms are used or defined under local, state, provincial, or federal laws).

11. LIENS: To the fullest extent permitted by law, Contractor shall take all actions necessary to prevent any Subcontractors from filing, any liens against Company or its property, including Company's Site, except when related to Company's failure to make timely payments hereunder. In addition, Contractor shall defend, indemnify and hold harmless Company and any of its property, including Company's Site, from all such liens that are filed.

12. CLAIM FOR DAMAGES: Regardless of anything to the contrary in any other part of this Agreement, neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise, except in the event that the misconduct which give rise to such a damage claim are fraudulent or willful.

13. RESERVED

14. RESERVED

15. CHANGES: Company may at any time by a written Change Order notice make changes within the general scope of this Agreement and/or the respective Task Order. If any change results in a material increase or decrease in the cost of the Work or otherwise materially affects this Agreement, the Change Order notice shall include an equitable adjustment in the Price, the schedule and/or any other affected provision. Any objection by Contractor to the proposed equitable adjustment must be asserted within seven (7) business days after receipt of the Change Order Notice. Notwithstanding such objection, if directed by Company, Contractor shall proceed with the change. Contractor shall not proceed with additional work without written authorization from Company.

16. SUSPENSION OR INTERRUPTION OF WORK: Company may direct Contractor, in writing, to suspend or interrupt all or any part of the Work for such period of time as Company may determine to be appropriate. Contractor shall mitigate the costs of such suspension or interruption. Company agrees to reimburse Contractor for those expenses necessarily incurred directly as a result of such suspension or interruption, subject to Company's right to audit Contractor's books and records, except where such suspension or interruption results from Contractor's material noncompliance with this Agreement.

17. TERMINATION:

- a) For Contractor's Default: In the event of a material default by Contractor in the performance of the Work, Company may, with ten (10) days written notice of termination

to Contractor, terminate this Agreement unless Contractor within such ten (10) day period cures such default or, if the default cannot be cured in ten (10) days, takes and continues to take substantial steps to cure such default.

- b) For Company's Default: Contractor may, with ten (10) days written notice of termination to Company, terminate this Agreement for nonpayment of amounts owed under this Agreement for 15 days or longer after such amounts become due, unless Company within a ten (10) day period cures such default or, if the default cannot be cured in ten (10) days, takes and continues to take substantial steps to cure such default... In the event of such termination by Contractor for any reason which is not the fault of Contractor, its subcontractors or their agents or employees or other persons performing portions of the Work under contract with Contractor, Contractor shall be entitled to recover from Company payment for all Work executed and for all loss with respect to out of pocket costs for materials, equipment, tools, and construction equipment and machinery.

18. CONFLICT ERRORS; OMISSIONS: In the event Contractor or Company becomes aware of any conflict, error or omission in the documents comprising this Agreement, such party shall bring the discrepancy to the attention of the other party. Such discrepancy shall be resolved by Company, subject to Contractor's right to seek to an equitable increase in compensation or time of performance.

19. INSPECTIONS AND TESTS: Company may inspect the progress of the Work provided under this Agreement including Services and Work Product performed at Contractor's facilities. If this Agreement, laws, ordinances, rules, regulations or orders of any public authority require any portion of the Services and Work Product to be inspected, tested or approved, Contractor shall give Company reasonable advance notice of completion of such portion of the Services and Work Product and need for inspection, testing and/or approval, and shall not continue with such portion of the Services or modify the such portion of the Work Product until such inspection, test or approval is completed. Contractor shall notify Company when, in its opinion, the Services and Work Product is completed. For a reasonable time after delivery and before acceptance, Company shall have the right to inspect and test the Work. Company shall notify Contractor if the Work or parts thereof do not conform to this Agreement. Contractor shall promptly correct, repair or replace all nonconforming Work at its sole expense and shall be responsible for the costs of returning any nonconforming Work. Acceptance and payment by Company shall not relieve Contractor of any of Contractor's duties and obligations.

20. RESERVED

21. RESERVED

22. INSURANCE: Contractor shall purchase and maintain such insurance as will protect Contractor and Company together with its officers, agents, officials, and employees from claims which may arise out of or result from Contractor's operations under this Agreement. Such insurance shall be written for not less than the coverage and any limits of liability specified below, whichever is greater. By requiring insurance specified herein, Company does not represent that such coverage and limits will necessarily be adequate to protect Contractor and the Company, and such coverage and limits shall not be deemed as a limitation on Contractor's

liability under the liabilities, indemnities or warranties of Contractor pursuant to this Agreement. Certificates of Insurance provided by Contractor shall state that they are Primary Insurance and shall be filed with Company Representative prior to the commencement of the Work. These Certificates shall contain a provision that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to Company, except ten (10) days notice for non-payment of premium. The Company together with its officers, agents officials, and employees shall be named as additional insureds on all policies except workers' compensation and errors and omissions (if applicable). Policies shall be written on an occurrence basis.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$1,000,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

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

Commercial General Liability	\$2,000,000 (each occurrence)
Bodily Injury	\$2,000,000 (each person) \$2,000,000 (each accident)
Property Damage	\$2,000,000 (each accident)
Automobile Liability	\$1,000,000 combined single limit (each accident)
Umbrella Liability	\$3,000,000 (each occurrence) \$3,000,000 (aggregate)

23. BONDS: To the extent specified in an executed Task Order issued hereunder, the Contractor shall obtain from a surety authorized to do business in the State of a surety bond and/or a material and labor bond. Said bond(s) shall be delivered to the Company prior to the effective date of a Task Order issued hereunder. Unless drawn upon by the Village, said bond(s) shall be renewed annually in each contract year until such time as the Work as specified in a Task Order issued hereunder is Substantially Complete (sufficiently complete in accordance with the Task Order such that the Work can be occupied and/or utilized for its intended use without undue interference). Neither non-renewal by the surety, nor failure or inability of the Contractor to file a performance bond for subsequent terms under this Agreement shall constitute a loss to the surety recoverable under the bond(s).

24. TAXES: The Village is exempt from Federal Excise Tax and the Illinois Retailer's Occupation Tax. The total price should not include any amounts of money for these taxes.

25. CONFIDENTIAL PROPERTY INFORMATION: Contractor shall be bound by the following confidentiality provisions:

- a) In connection with the performance of the Services under this Agreement, Company may disclose to Contractor certain information which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, data, computer programs, marketing plans, customer names and other technical, financial or business information, such as negotiations between the parties and discussions relating to the structuring of agreements, pricing, values, plans, prospects and assets of Company.
- b) Such information whether in written, encoded, graphic or other tangible form, or provided orally, shall be deemed to be confidential and proprietary (hereinafter "Confidential Information") unless it is clearly identified by Company prior to such disclosures as not being confidential or proprietary and Contractor shall use reasonable efforts to keep all such information and data strictly confidential and Contractor shall not purposefully divulge or permit its employees to purposefully divulge any information or data so acquired to any third party. Should Company desire transmission of such information or data to any third party, Company shall specify in advance writing the authorized recipient and any pertinent transmission details. Provided, however, Confidential Information shall not include information: (i) previously known to Contractor free of any obligations to keep it confidential; (ii) which becomes publicly known through no act of Contractor; (iii) which is rightfully received from a third party who is under no obligation of confidence to either
- c) Company or Contractor; (iv) which is independently developed by an employee, agent or contractor of Contractor who did not have any direct or indirect access to the information furnished thereunder; or (v) where disclosure is required by law.
- d) Contractor agrees that it shall use same solely for the purpose set forth in this Agreement, and further agrees that it shall not make disclosure of any such Confidential Information to anyone except those of its employees to whom such disclosure is necessary for the purposes authorized by this Agreement. In addition, and not by way of limitation of such obligations:
- e) RESERVED
- f) Upon termination of this Agreement, Company, upon request to Contractor, shall be entitled within 30 days of such request to delivery of all tangible Confidential Information furnished by it, whether contained or stored on tapes, discs, files or otherwise, without cost. Provided, however, Contractor shall be entitled to retain one copy of its files.
- g) The confidentiality provisions contained herein shall remain in effect for a period of three (3) years after expiration or termination of the Agreement.

26. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY: Company shall own the Work Product resulting from or arising out of this Agreement upon Contractor's receipt of full payment hereunder, including work in progress. The Work Product prepared by

Contractor is not intended or represented to be suitable for reuse by Company or others on extensions of the project or any other project. Any reuse without prior written verification or adaptation by Contractor for the specific purpose intended will be at Company's sale risk and without liability or legal exposure to Contractor. Contractor warrants that it will not infringe on the copyright, trademark, patent or trade secrets of any other person or entity in providing the Work under this Agreement.

27. RESERVED

28. FORCE MAJEURE: Neither party shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe or epidemics. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the time lost by reason of the failure or delay; provided that Company may terminate this Agreement in accordance with Section 17.b.) hereof if the period of failure or delay exceeds ten (10) days. Each party shall notify the other promptly of any failure or delay in, and the effect on, its performance.

29. ASSIGNMENT: Contractor shall not assign this Agreement, in whole or in part, nor contract with any Subcontractor for the performance of the same or any of its parts, without first obtaining Company's written consent, which consent shall not be unreasonably withheld. In the event Company consents to such assignment to a Subcontractor, nothing contained in this Agreement or such consent shall be construed as creating any contractual relationship between any Subcontractor and Company. Contractor shall be as fully responsible to Company for the acts and omissions of Subcontractors, and of persons employed by it as it is for the acts and omissions of persons directly employed by it. Company's consent shall not be construed as discharging or releasing Contractor in any way from the performance of the work or the fulfillment of any obligation under this Agreement.

30. WORK BY OWNER: Company may be performing work related to the Work with its own forces through separate purchase agreements with other contractors. In such instances, Company reserves the right to coordinate the Work with the work of its forces and the other contractors.

31. CONDITION AT COMPANY'S SITE: When the proper performance of any part of the Work depends upon other work, whether performed by Contractor or others, Contractor shall verify all necessary dimensions, measurements and equipment that may affect the Work. No adjustment to the Price shall be made for Contractor's failure to comply with this Section.

32. RESERVED

33. SAFE WORK SITE: SECURITY: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall conduct all Work in compliance with OSHA regulations, the regulations of any other agency having jurisdiction over safety and health. Contractor shall maintain all reasonable safeguards at Company's Site to protect both employees and the public from injury or damage. The Contractor shall erect and maintain, as required by existing conditions and progress of the

Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor shall comply with any safety, security and site access requirements of Company of which it has been made aware and shall sign a safety declaration if requested by Company. Without limiting Contractor's responsibilities under this Agreement, Company may require Contractor to remove from Company's Site any individual Company deems incompetent or otherwise objectionable, which determination shall be within the reasonable discretion of Company.

34. PREMISES: Contractor shall confine its facilities, materials, tools and equipment on Company's Site in areas specified by Company for that purpose. Contractor shall during the progress of work and on a daily basis upon completion of the Work, clean up and remove from Company's Site and from the adjoining premises, driveways and streets all waste materials, rubbish, tools and machinery, and leave Company's Site and adjoining premises, driveways and streets free and clear from all obstructions. Furthermore, at the completion of Work, Contractor shall return Company's Site to its original condition or as otherwise required in the scope of work.

35. COMPANY'S APPROVAL OF PLANS, SPECIFICATIONS AND SCHEDULES: Contractor shall develop and submit for review and approval by Company any procedures, checklists, drawings, specifications and other documentation requested by Company to verify that the Work conforms to this Agreement. Contractor shall not proceed with any part of the Work which requires prior approval by Company until such approval has been obtained.

36. DISPUTE RESOLUTION: The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the Company and the Contractor, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. The other party shall respond in writing within thirty (30) days, or such longer period as may be mutually agreed. Disputes not resolved within sixty (60) days following the issuance of written notice shall be referred to non-binding mediation. If within sixty (60) days after such disputes are referred to mediation, no resolution has been reached; either party may pursue its remedies in the courts.

37. RESERVED

38. NOTICES: Any notice required under the Agreement shall be in writing and shall be delivered, in person or transmitted by certified mail, return receipt requested, or national courier service providing proof of receipt, to the parties listed below. Either party may update such addresses on written notice to the other party. Notices shall be effective upon receipt.

To the Company:
The Village of Oswego, IL
100 Parkers Mill
Oswego, IL 60543

To the Contractor:

Layne, a Granite Company
721 W. Illinois Ave.
Aurora, IL 60506

39. INDEPENDENT CONTRACTOR: Contractor shall operate as an independent contractor in the performance of this Agreement and not as an agent or employee of Company.

40. RESERVED

41. SEVERABILITY: If any provision(s) of this Agreement is found by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision(s) shall be deemed not to be a part of this Agreement and the remaining provisions shall remain in full force and effect.

42. SURVIVAL: The obligations and rights of the parties pursuant to the Assignment, Liens, Warranties, Confidential/Proprietary Information, Indemnification, Dispute Resolution, Publicity and Payment shall survive the expiration or early termination of this Agreement.

43. LAWS; CODES; RULES; REGULATIONS: Contractor and its Subcontractors at their own expense shall obtain all necessary licenses and permits to conduct their businesses and those that are specific to the Work and shall otherwise comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations relating to performance of the Work, including but not limited to safety, environment, labor standards and workers' compensation.

44. CERTIFICATIONS: Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

- a) **Sexual Harassment:** The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.
- b) **Tax Delinquency:** The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge or obligation to the Village of Oswego.
- c) **Employment Status:** The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.
- d) **Anti-Bribery:** The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.
- e) **Loan Default:** If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).
- f) **Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

- g) **Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.
- h) **Prevailing Wage:** The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the Village or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.
- i) **Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635
- j) **Responsible Contractor Requirements:** The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.
- k) **Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the Village shall discriminate on the basis of any protected classification.
- l) **Record Retention and Audits:** If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois

Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

- m) United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: United States Citizen or Corporation Resident Alien Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.
- n) Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is _____ and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.
- o) Authorized in Illinois: The Contractor certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.
- p) Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the Village Administrator grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.
- q) General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for

identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the Village of Oswego from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

45. NO CONTINGENT FEE WARRANTY: Contractor hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. In the event of a breach of this warranty, Company shall have the right to terminate this contract without liability or in its discretion to deduct from the moneys due Contractor under this Agreement the full amount of such commission, percentage, brokerage or contingent fee.

46. GOVERNING LAW; JURISDICTION: This Agreement shall be governed by, construed in accordance with and enforced under the internal laws of the State where the job site is located at which the Work is to be performed, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the federal or state courts of such State Venue for any action shall be in the Circuit Court of Kendall County, Illinois

47. NON-WAIVER: The failure of either party in anyone or more instances to insist upon the performance of any of the terms or conditions of the Agreement or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions or the future exercise any such right.

48. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to this subject matter and supersedes any and all prior oral or written agreements. This Agreement governs Work performed by Contractor for Company.

49. EXHIBITS, SCHEDULES AND APPENDICES: The following are attached to and expressly made a part of this Agreement:

- Schedule A – Partial description of services
- Schedule B - Price/Compensation/Rates
- Exhibit I - Task Order

50. CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions, conditions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this Contract or which would not have been discovered by the contractor using commercially reasonable due diligence, and which materially and adversely impair Contractor's ability to meet its obligations hereunder will constitute a materially different site condition entitling Contractor, at its option, to terminate this Contract (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the Contract price and time for performance. Contractor, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Contractor to perform work outside the original scope or beyond its capabilities.

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 11/14/18
Attest Wesley K. Hardy Title Deputy Clerk

Layne, A Granite Company
(Printed Name of Contractor)

721 W. Illinois Avenue
Address _____ Date _____

Aurora IL **60506**
City _____ State _____ Zip Code _____

William Balluff
Signature of Authorized Representative
William Balluff, P.E.
Senior Project Manager
Title _____ Date **September 14, 2018**

SCHEDULE A

DESCRIPTION OF WORK/SPECIFICATIONS

Projects to Include but not limited to:

- Preventative Maintenance Testing on Well and Booster Pumping Equipment
- Single-Source Contracting
- Operation and Maintenance Services
- Well and booster pump removal, inspection, repair, and reinstallation
- Downhole Video Services
- Well Rehabilitation (Chemical and Mechanical)
- Well Construction
- Pumping Equipment
- Pump Repair and Maintenance Service
- Environmental Drilling
- Hydrogeological Investigations
- Test Hole Drilling Management
- Well Siting Services
- Well Logging Services
- Aquifer Performance Studies
- Hydrogeological Modeling
- Surface Geophysics
- Borehole Geophysics
- Emergency Services related to well pump and motor failures.



Layne Christensen Company

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941
 229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

Purchaser: Village of Oswego
 Job Location: Well 7

SERVICE RATES - EFFECTIVE OCTOBER 1, 2017

	Straight Time		Overtime	Doubletime
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.
Serviceman w/hand tools	189.00	1512.00	283.50	378.00
Serviceman w/service truck and hand tools, or welder	218.00	1744.00	312.50	407.00
Helper	155.00	1240.00	232.50	310.00
Serviceman and 1 Helper	344.00	2752.00	516.00	688.00
<u>Small Rig or Winch Truck (\$48.00)</u>				
1 Man Crew	237.00	1896.00	331.50	426.00
2 Man Crew	392.00	3136.00	564.00	736.00
3 Man Crew	547.00	4376.00	796.50	1046.00
<u>Middle Rig, Large Hoist or Flatbed Crane (\$64.00)</u>				
1 Man Crew	253.00	2024.00	347.50	442.00
2 Man Crew	408.00	3264.00	580.00	752.00
3 Man Crew	563.00	4504.00	812.50	1062.00
<u>Big Rig, Large Hoist and Poles, or Large Crane (\$105.00)</u>				
1 Man Crew	294.00	2352.00	388.50	483.00
2 Man Crew	449.00	3592.00	621.00	793.00
3 Man Crew	604.00	4832.00	853.50	1103.00
4 Man Crew	759.00	6072.00	1086.00	1413.00
Power Tong Usage, per 8 hour shift		460.00		
<u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	182.00	1456.00	264.50	347.00
12" Threading Machine and Operator	208.00	1664.00	290.50	373.00
Serviceman w/hand tools	165.00	1320.00	247.50	330.00
Helper	152.00	1216.00	228.00	304.00
Sandblast Equipment and 2 man crew	365.00	2920.00	523.50	682.00

Mileage: Auto: \$0.55 Pickup: \$0.70 1-Ton:\$1.00 2-1/2 Ton Flatbed: \$2.10 Semi-Tractor: \$2.75

Subsistence-Per Man
 Over 55 miles radius from home office.....\$60.00 + Hotel

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for sixty (60) days from the date of invoice or other written notice from Contractor. After said sixty (60) days, disposal of such equipment may be made by the Contractor without incurring any liability. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

REMARKS:
AS SUBMITTED WITH PROPOSAL OF 06/12/2018

Work Authorized on Behalf of Purchaser By: _____
 Date: _____ Title: _____

EXHIBIT 1

TASK ORDER

Date	
Project Name	
Project Scope (provide attachment as required)	
Schedule / timeline	
Additional Information	

The Village of Oswego, IL	Layne, a Granite Company
Print Name:	Print Name:
Title:	Title:
Signature:	Signature:
Attest:	Attest:
Date:	Date:

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: September 15, 2020
SUBJECT: Estates of Fox Chase Development Agreement Amendment

ACTION REQUESTED:
 Ordinance Approving a Second Amendment to the Development Agreement for the Estates of Fox Chase

BOARD/COMMISSION REVIEW:
 NA

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
4/30/2001	Village Board Meeting	Approved Ordinances #01-53 authorizing execution of an Annexation Agreement.
5/24/2004	Village Board Meeting	Approved Ordinance #04-36 approving the Final Plat of Unit #2 of the Estates of Fox Chase.
5/16/2017	Village Board Meeting	Approved Ordinance #17-28 Approving a Redevelopment Agreement
8/20/2019	Village Board Meeting	Approved Ordinance #19-42 Approving an Amendment to the Redevelopment Agreement

DEPARTMENT: Community Development
SUBMITTED BY: Community Development Director Rod Zenner

FISCAL IMPACT:
 Not Applicable

BACKGROUND:
 In 2001, the Village of Oswego approved the annexation of the Estates of Fox Chase development. The Final Plat for Unit #2 was approved in 2004 consisting of 113 single family residential lots. Since its approval, 20 residential lots have been developed. The remaining 93 lots have been left undeveloped.

In 2017, the petitioner, K. Hovnanian approached the Village with a proposal to develop 68 of the single-family lots that were owned by the original developer. The remaining 25 lots were under separate ownership and are not part of the original development agreement.

As the original developer was not available to complete the final improvements and responsibilities, the petitioner and the Village entered into a development to outline the responsibilities of each party to facilitate the development of the residential lots. Highlights of the agreement were:

- Advertising signage will be allowed along Mill Road and at the intersection of Orchard and Mill Road in the commercial section of the Fox Chase Development.
- The Village completed the final improvements to the streets in the unfinished subdivision in the past year. The petitioner agrees to pay a fee of \$2,100 per residential lot. This fee was determined by taking the total cost the Village paid to finish the streets divided by the number of vacant lots.
- The development had an approved landscape plan and berm along Mill Road. Some sections of the landscape have been installed; many areas need repair and installation. The petitioner agreed to complete the work per the approved plan. Since the petitioner had control of 60% of the lots, they requested the Village fund the remaining 40% (\$12,422) of the costs with the intent of the Village recapturing those costs when the remaining lots developed. The petitioner will pay a fee of \$496.88 per lot to reimburse the Village's costs of the \$12,422 fee.
- The builder agrees to pay the impact fees as based upon the exhibit attached to the agreement. These fees are a hybrid of the existing current structure for building permits. Land/cash dedication to schools and parks is determined with the current land/cash value. Impact fees are adjusted to reflect the impact fees intended in the approved Annexation Agreement.

In 2019, the petitioner acquired an additional 21 lots in the Estates of Fox Chase. The village approved an amendment to the redevelopment agreement to incorporate the 21 lots into the same agreement as the 68 lots they acquired in 2017. These lots would then comply with the same terms and conditions as well as contribute their share for the landscaping improvements per the original agreement.

DISCUSSION:

The petitioner has come forward stating they have acquired an additional three Lots in the development (highlighted in yellow on the map). They are therefore requesting approval of a Second Amendment to the agreement to incorporate these three lots into the same agreement with the other parcels. These lots would then comply with the same terms and conditions as well as contribute their share for the landscaping improvements per the original agreement.

RECOMMENDATION:

Staff recommends adoption of the Ordinance approving the Second Amendment to the Development Agreement for the Estates of Fox Chase.

ATTACHMENTS:

Ordinance

Second Amendment to the Development Agreement

Map of the Three Lots (in yellow)

Original Development Agreement with Exhibits

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

ORDINANCE NO. 20 -- __

**AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT
AGREEMENT FOR THE ESTATES OF FOX CHASE DEVELOPMENT LOCATED IN THE
VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

(Second Amendment to the Estates of Fox Chase Development Agreement)

**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 APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE ESTATES OF FOX CHASE DEVELOPMENT LOCATED IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Second Amendment to the Estates of Fox Chase Development Agreement)

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 entered into an Annexation Agreement with Marquette National Bank Trust No. 11697 and Shore Development Company on the subject property on April 30, 2001 by Ordinance #01-53 Recorded as Document No. 200100016089; and

WHEREAS, The Village of Oswego approved the Final Plat for Unit #2 of the Estates of Fox Chase on May 24, 2004 by Ordinance #04-36 Recorded as Document No. 200400019252; and

WHEREAS, K. Hovnanian T&C Homes at Illinois, LLC had requested a development agreement regarding the development of 68 lots in the Estates of Fox Chase Unit; and

WHEREAS, the Village of Oswego considered the request at a public meeting on May 16, 2017 and approved the Development Agreement by Ordinance #17-28 Recorded as Document # 2017-00008214.

WHEREAS, K. Hovnanian T&C Homes at Illinois, LLC had requested an amendment to the development agreement regarding the addition of 21 single-family residential lots in the Estates of Fox Chase Unit; and

WHEREAS, the Village of Oswego considered the request at a public meeting on August 20, 2019 and approved the Amendment to the Development Agreement by Ordinance #19-42 Recorded as Document # 2019-00013168.

WHEREAS, K. Hovnanian T&C Homes at Illinois, LLC had requested a Second Amendment to the Development Agreement regarding the addition of 3 single-family residential lots in the Estates of Fox Chase Unit; 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: INCORPORATION OF RECITALS AND EXHIBITS

That the recitals set forth above and all exhibits are incorporated herein by reference.

Section 2: APPROVAL AND AUTHORIZATION

The Second Amendment to the Development Agreement for the Estates of Fox Chase in substantially the form of Exhibit A attached hereto is hereby approved and the Village President is authorized and directed to execute the agreement and the Village Clerk is authorized and directed to attest to the President's signature.

Section 3: 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 4: REPEALER

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

Section 5: 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

DRAFT

STATE OF ILLINOIS))
COUNTY OF KENDALL)) SS

CLERK'S CERTIFICATE
(ORDINANCE)

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

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE ESTATES OF FOX CHASE DEVELOPMENT LOCATED IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

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

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

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT

(THE ESTATES OF FOX CHASE RESIDENTIAL DEVELOPMENT)

THIS SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT (hereinafter referred to as "this Second Amendment") is made and entered into this _____ day of _____ 2020, by, between and among the VILLAGE OF OSWEGO, an Illinois municipal corporation (hereinafter referred to as "the Village") and K. HOVNANIAN T&C HOMES AT ILLINOIS, LLC, an Illinois limited liability company ("Builder") (The Village and Builder are collectively referred to herein as "the Parties").

WITNESSETH

WHEREAS, the Builder and Village previously entered into a Development Agreement pursuant to Ordinance 17-28, adopted May 16, 2017, as amended by that certain First Amendment to the Development Agreement, dated June __, 2019 (collectively hereinafter referred to as the "Development Agreement") for the Subject Property legally described in "Exhibit A" (hereinafter referred to as "the Subject Property"); and

WHEREAS, the Builder has contracted to purchase an additional three (3) lots within the Fox Chase Subdivision, which lots are legally described on "Exhibit B" (hereinafter "Additional Lots").

WHEREAS, the Village and Builder intend to incorporate the Additional Lots into the Development Agreement and subject said lots to the benefits and burdens of said Development Agreement.

1. NOW THEREFORE, the Additional Lots are hereby incorporated into the Development Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the PARTIES hereto have executed this Second Amendment
this ____ day of _____, 2020.

VILLAGE:

VILLAGE OF OSWEGO
an Illinois Municipal Corporation

By: _____
Mayor

Attest: _____
Village Clerk

BUILDER:

K. Hovnanian T&C Homes at Illinois, LLC
an Illinois limited liability company

BY: _____

ITS: _____

Exhibits

A – Subject Property
B – Additional Lots

EXHIBIT A

SUBJECT PROPERTY

LOTS 1-7, 13, 16-17, 20-23, 27-37, 39-54, 57, 62, 64, 75, 77, 82, 85-88, 90, 93-95, 97, 99, 101-103, 105-111 AND 113 IN THE ESTATES OF FOX CHASE UNIT 2 VILLAGE OF OSWEGO IN THE ESTATES OF FOX CHASE UNIT 2 RECORDED JUNE 3, 2004 AS DOCUMENT 200400014878, AS AMENDED BY DOCUMENT RECORDED JUNE 24, 2004 AS DOCUMENT 200400017569 AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED FEBRUARY 14, 2005 AS DOCUMENT 200500004336, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

LOTS 10, 19, 60, 61, 65, 68, 70, 72, 74, 78 AND 80 IN ESTATES OF FOX CHASE-UNIT TWO, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 2004 AS DOCUMENT 200400014878 AND AS CORRECTED BY DOCUMENT RECORDED FEBRUARY 14, 2005 AS DOCUMENT 200500004336, IN KENDALL COUNTY, ILLINOIS

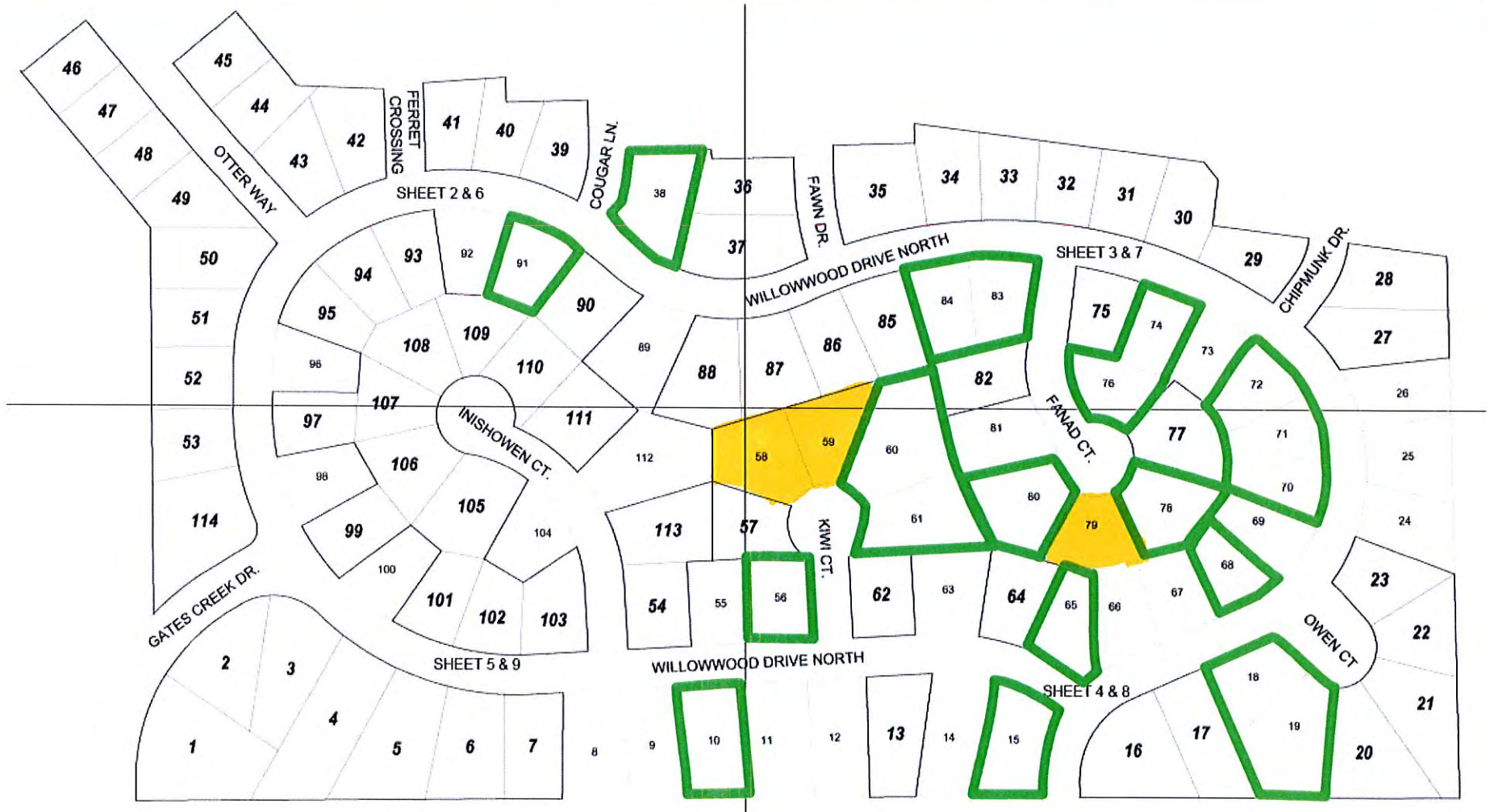
LOTS 15, 18, 25, 38, 56, 71, 76, 83, 84 AND 91 IN ESTATES OF FOX CHASE-UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 2004 AS DOCUMENT 200400014878 AND AS CORRECTED BY DOCUMENT RECORDED FEBRUARY 14, 2005 AS DOCUMENT 200500004336, IN KENDALL COUNTY, ILLINOIS.

EXHIBIT B

ADDITIONAL LOTS

COMMONLY KNOWN AS: Vacant Land
Estates of Fox Chase, Oswego, IL

PINS: 0212475034 (Affects Lot 58 in Parcel _____)
0212475035 (Affects Lot 59 in Parcel _____)
0307379006 (Affects Lot 79 in Parcel _____)





201700008214

DEBBIE
GILLETTE
KENDALL COUNTY, IL

RECORDED: 6/2/2017 8:26 AM
ORDI: 84.00 RHSPS FEE: 10.00
PAGES: 39

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

ORDINANCE NO. 17 – 28

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR THE ESTATES OF
FOX CHASE DEVELOPMENT LOCATED IN THE VILLAGE OF OSWEGO, KENDALL
COUNTY, ILLINOIS**

(Development Agreement – Estates of Fox Chase)

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

This 16th day of May, 2017

Published in pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on May 17th, 2017.

ORDINANCE NO. 17 - 28

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR THE ESTATES OF
FOX CHASE DEVELOPMENT LOCATED IN THE VILLAGE OF OSWEGO, KENDALL
COUNTY, ILLINOIS**

(Development Agreement – Estates of Fox Chase)

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 entered into an Annexation Agreement with Marquette National Bank Trust No. 11697 and Shore Development Company on the subject property on April 30, 2001 by Ordinance #01-53; and

WHEREAS, The Village of Oswego approved the Final Plat for Unit #2 of the Estates of Fox Chase on May 24, 2004 by Ordinance #04-36; and

WHEREAS, K. Hovnanian T&C Homes at Illinois, LLC has requested a development agreement regarding the development of 68 lots in the Estates of Fox Chase Unit; and

WHEREAS, the Village of Oswego considered the request at a public meeting on May 16, 2017 and approved the Development Agreement.

NOW, THEREFORE, BE IT ORDAINED BY A VOTE OF THE CORPORATE AUTHORITY OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

Section 1: INCORPORATION OF RECITALS AND EXHIBITS

That the recitals set forth above and all exhibits are incorporated herein by reference.

Section 2: APPROVAL AND AUTHORIZATION

The Development Agreement for the Estates of Fox Chase in substantially the form of Exhibit A attached hereto is hereby approved and the Village President is authorized and directed to execute the agreement and the Village Clerk is authorized and directed to attest to the President's signature.

Section 3: 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 4: REPEALER

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

Section 5: 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 16th day of May, 2017.

RYAN KAUFFMAN	<u>AYE</u>	JUDY SOLLINGER	<u>AYE</u>
KARIN MCCARTHY-LANGE	<u>AYE</u>	LUIS PEREZ	<u>AYE</u>
PAM PARR	<u>AYE</u>	JOE WEST	<u>AYE</u>

APPROVED by me, Gail Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois, this 17th day of May, 2017.



GAIL E. JOHNSON, VILLAGE PRESIDENT



TINA TOUCHETTE, VILLAGE CLERK

1 **DEVELOPMENT AGREEMENT**
2 **(THE ESTATES OF FOX CHASE RESIDENTIAL DEVELOPMENT)**

3
4 **THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered
5 into at Oswego, Illinois, as of the Effective Date (as hereinafter defined), by and between
6 the **VILLAGE OF OSWEGO**, an Illinois municipal corporation and home rule unit of
7 local government (the "VILLAGE") and **K. HOVNANIAN T&C HOMES AT**
8 **ILLINOIS, LLC**, an Illinois limited liability company or its assign (hereinafter referred
9 to as "BUILDER") (the VILLAGE and BUILDER are hereinafter sometimes collectively
10 referred to as the "PARTIES"). This Agreement shall supersede all prior development
11 agreements, ordinances and annexation agreements between the VILLAGE and the
12 former developer Shore Development Company and property owner Marquette National
13 Bank as trustee under Trust No. 11697, dated August 14, 1987, with respect to the
14 Subject Property (defined below).

15 **PREAMBLES**

16 **A.** The overall Fox Chase – Unit 2 Subdivision consists of one hundred and
17 thirteen (113) lots suitable for single-family homes, and one (1) lot designated as
18 common space originally intended to be owned and maintained by a homeowner's
19 association or the Oswegoland Park District as legally described and depicted on **Exhibit**
20 **A** attached hereto and made a part hereof (hereinafter referred to as the "Fox Chase –
21 Unit 2 Subdivision"). BUILDER is the contract purchaser of the sixty-eight (68) finished
22 lots within the Fox Chase Unit 2 Subdivision which are legally described on **Exhibit B**
23 attached hereto and made a part hereof (hereinafter referred to as the "Subject Property").

24 **B.** BUILDER intends to build single-family detached homes on the Subject
25 Property consistent with the approved Final Subdivision Plat and Final P.U.D. Plat for the

26 Estates of Fox Chase – Unit Two Subdivision recorded in Kendall County Illinois as
27 Document No. 200400014878 on June 3, 2004 (hereinafter referred to as “Final Plat”).
28 The Final Plat is attached hereto and made a part hereof as **Exhibit C**.

29 **C.** The PARTIES desire to enter into a binding development agreement
30 confirming the zoning of the Subject Property in the VILLAGE’s R-2 (PUD) single-
31 family residential zoning district to allow for construction of said single-family detached
32 homes on the Subject Property as depicted on the Final Plat and the performance of
33 certain undertakings of the PARTIES.

34 **D.** The BUILDER is about to materially change its position in reliance upon the
35 execution of this Agreement by the VILLAGE and the performance by the VILLAGE of
36 its undertakings contained herein.

37 **E.** BUILDER seeks certain assurances from the VILLAGE regarding the zoning
38 and subdivision of the Subject Property under the VILLAGE’s Zoning Ordinance
39 (“Zoning Ordinance”) and Subdivision Control Ordinance (“Subdivision Control
40 Ordinance”) and assurances as to other matters covered in this Agreement.

41 **F.** VILLAGE has provided to the BUILDER an inventory of outstanding public
42 improvements which reflects all outstanding improvements with respect to the Fox Chase
43 – Unit 2 Subdivision; a copy of which will be attached hereto as **Exhibit D** (the “Punch
44 List”).

45 **G.** The Fox Chase – Unit 2 Subdivision is to be developed pursuant to the terms
46 and conditions of this Agreement.

47 H. The VILLAGE Board of Trustees, after due and careful consideration, has
48 concluded that the development of the Subject Property on the terms and conditions
49 herein set forth would further the VILLAGE's growth, increase the taxable value of the
50 Fox Chase – Unit 2 Subdivision within the VILLAGE, and otherwise enhance, promote,
51 and serve the best interests and general welfare of the VILLAGE and its residents.

52 **NOW, THEREFORE,** in consideration of the foregoing preambles and in
53 consideration of the mutual covenants, agreements and conditions hereinafter contained,
54 and the benefits anticipated to inure to each of them, the PARTIES do hereby agree as
55 follows:

56 **1. PREAMBLES/EXECUTION OF THIS AGREEMENT/ACQUISITION OF**
57 **SUBJECT PROPERTY.**

58 **1.1 PREAMBLES.** The foregoing preambles are material to this Agreement and
59 are incorporated herein, as if restated in their entirety in this Section 1.1.

60 **2. ZONING & SUBDIVISION.**

61 **2.1 ZONING AND VARIATIONS.** The VILLAGE hereby confirms that the
62 Fox Chase – Unit 2 Subdivision is zoned R-2 Single Family Residential zoning as a
63 planned unit development to allow for the construction of sixty-eight (68) single-family
64 lots being purchased by BUILDER as depicted on the Final Plat. All zoning variances as
65 may be depicted on the approved Final Plat are hereby ratified and approved by the
66 VILLAGE.

67 **2.2 USE AND DENSITY.** The Subject Property will be used for residential
68 purposes only, consisting of the sixty-eight (68) dwelling units as shown on the approved
69 Final Plat.

70 **2.3 SUBDIVISION OF LOT 114.** The VILLAGE and BUILDER acknowledge
71 that lot 114 shall not be utilized for open space and/or park purposes nor shall it be
72 dedicated to any third party. Therefore, if the BUILDER is able to acquire ownership of
73 said lot 114, the VILLAGE agrees that BUILDER shall be permitted to i) construct a
74 single-family home on lot 114 as originally platted; or ii) subdivide lot 114 in the Fox
75 Chase Unit 2 Subdivision into two (2) single-family lots to be used for residential
76 purposes, which may include a re-subdivision of adjacent lots 50 through 53 provided
77 that the resulting lots all comply with all VILLAGE subdivision and zoning
78 requirements. Upon the BUILDER's submission of a plat of subdivision for lot 114 to
79 the VILLAGE, the VILLAGE shall take all action required to subdivide said lot into two
80 (2) lots so each lot can be improved with a single-family home.

81 **3. DEVELOPMENT STANDARDS.**

82 **3.1 ADVERTISING DIRECTIONAL SIGNS.** BUILDER, at its option and
83 expense, may erect and maintain two (2) new construction signs advertising the
84 Development. One of the two signs may be placed adjacent to the public right-of-way
85 along Mill Road along the Subject Property and the other adjacent the northeast corner of
86 Mill Road and Orchard Road. The signs may be (i) a maximum of 150 square feet of
87 sign face per side and (ii) two-sided. The signs shall be removed upon the earlier to
88 occur of (i) seven (7) years from the date of this Agreement, or (ii) upon the BUILDER's

89 sale of the final lot comprising the Subject Property. In addition, prior to installing the
90 sign along Orchard and Mill Roads, BUILDER shall obtain a written license agreement
91 from the land owner of said property authorizing placement of said sign.

92 **3.2 STREET CONSTRUCTION.** The BUILDER shall have no obligation to
93 improve any internal or off-site streets. The VILLAGE has installed the final lift on all
94 internal roadways. The BUILDER agrees to pay the sum of two thousand one hundred
95 dollars (\$2,100.00) at the time of issuance of each Certificate of Occupancy to
96 compensate the VILLAGE for its roadway improvement costs. This payment shall be
97 BUILDER's sole obligation with respect to any roadway improvements.

98 **3.3 SIDEWALKS.** The BUILDER shall be responsible for the installation of
99 public sidewalks adjacent to each lot it builds a single-family home on and shall also
100 install the sidewalks in the area as depicted on **Exhibit E** at the request of the VILLAGE
101 engineer. BUILDER shall have no other obligation to install any other sidewalks or
102 paths either on-site or off-site.

103 **3.4 WATER AND SEWER CONSTRUCTION.** No improvements shall be
104 required by BUILDER with respect to any water or sewer improvements. The
105 VILLAGE acknowledges that simultaneously with the approval of this Agreement it has
106 accepted dedication of the water and sewer improvements in the Fox Chase – Unit 2
107 Subdivision and accepts maintenance responsibility therefore.

108 **3.5 FENCING & LANDSCAPING.** BUILDER shall not be required to
109 construct any berming, landscaping (other than parkway trees adjacent to each lot) or
110 fencing. At the sole election of BUILDER, the BUILDER may install the landscaping in

111 conformance with the landscape plan and VILLAGE's restoration bid both attached
112 hereto as **Exhibit F**. Upon completion of the landscaping, BUILDER shall provide
113 VILLAGE with final lien waivers. Should BUILDER perform the landscaping work
114 identified on the VILLAGE's restoration bid, the VILLAGE shall, within thirty (30) days
115 written notice (along with final lien waivers), inspect the work and reimburse BUILDER
116 the sum of Twelve Thousand Four Hundred Twenty Two Dollars and Thirty Six Cents
117 (\$12,422.36) which reflects forty percent (40%) of the total estimated cost of the
118 landscape work which is Thirty One Thousand Fifty-Five Dollars and Ninety-One Cents
119 (\$31,055.91). The VILLAGE may attempt to collect a Recapture per lot for those Lots in
120 Unit 2 which have not yet been issued a building permit and are not part of the Subject
121 Property. The VILLAGE shall use best efforts to enforce this Recapture but shall not be
122 liable for any failure or inability to collect.

123 **3.6 SNOW PLOWING.** The VILLAGE has accepted ownership of the internal
124 roadways, and the VILLAGE shall be responsible for all snow removal on the roadways
125 located on the Property. The snow removal shall be performed to the same standards as
126 other publicly owned roadways within the VILLAGE.

127 **4. ON-SITE IMPROVEMENTS.**

128 **4.1 CONSTRUCTION.** In connection with its construction of single-family
129 homes on the Subject Property, BUILDER shall, at its expense, correct all Punch List
130 deficiencies and construct all on-site (*i.e.*, constructed on the Subject Property)
131 improvements including on-site sidewalks, parkway trees and water and sewer service
132 lines from the right-of-way to the homes. BUILDER shall not be responsible to construct

133 any other improvements on or within the Fox Chase – Unit 2 Subdivision. In the event
134 that BUILDER elects to utilize lot 114 for the construction of 1 or 2 single-family homes,
135 BUILDER shall be solely responsible to improve lot 114 to comply with all VILLAGE
136 requirements.

137 **4.2 OVERSIZING.** BUILDER shall not be required to oversize any on-site
138 sanitary sewers, water mains, storm sewers, stormwater management facilities or other
139 on-site improvements in connection with its construction of the Subject Property.

140 **5. OFF-SITE IMPROVEMENTS.** Other than the sidewalk installations depicted
141 on **Exhibit E**, no off-site improvements shall be required of BUILDER.

142 **6. RECAPTURE FEES/WATER AND SEWER AVAILABILITY.**

143 **6.1 RECAPTURE FEES.** The VILLAGE and BUILDER acknowledge and
144 agree that there are no outstanding recapture agreements applicable to the Subject
145 Property. Specifically the BUILDER and VILLAGE confirm the following recapture
146 agreements have been satisfied in full and shall not be applicable the BUILDER of
147 Subject Property.

148 A. Mill Road Recapture Recorded As Document No. 981418 on May 6, 1986.

149 B. Public Improvement Recapture Recorded As Document No. 9814149 on October
150 8, 1998.

151 C. Water & Sewer Recapture provided for in the Annexation Agreement between
152 The VILLAGE and Marquette National Bank Re-Recorded As Document No.

153 200100016089 on August 31, 2001 shall be applicable to the Subject Property in
154 an amount not to exceed \$375.00 per home as listed on the Fee Schedule attached
155 hereto as Exhibit G.

156 **6.2 WATER AND SEWER AVAILABILITY.** Water and sewer service shall
157 be provided to the Subject Property by the VILLAGE. The VILLAGE represents that
158 sufficient water capacity is available to serve the Subject Property. Sanitary sewer shall
159 be provided by the Fox Metro Water Reclamation District.

160 **7. IMPACT FEES, DONATIONS AND OTHER FEES.**

161 **7.1 VILLAGE FEES.** BUILDER shall pay the development related fees
162 identified on **Exhibit G** (the "Fees") at the time of Building Permit or Certificate of
163 Occupancy issuance, as applicable.

164 These Fees shall be the sole and exclusive fees applicable to the Subject Property
165 (including, but not limited to, building permit fees, occupancy permit fees, sewer and
166 water connection fees, land/cash, transition, building plan review and inspection fees and
167 engineering plan review and building inspection fees and other consultant's fees). The
168 fees in the first section of **Exhibit G** may be increased at any time provided any such
169 increase is of general applicability throughout the VILLAGE. The other fees shall not be
170 increased for a period of five (5) years from recording of this Agreement. Any fee
171 reductions which are customarily and generally applicable throughout the VILLAGE as
172 established from time to time by the VILLAGE shall be applicable and accrue to the
173 benefit of the Subject Property.

174 **8. SUBDIVISION IMPROVEMENTS.**

175 **8.1 SUBDIVISION SECURITY.** The VILLAGE agrees not to require
176 BUILDER to post any form of surety for the outstanding improvements including, but
177 not limited to, those improvements identified on the Punch List. Notwithstanding the
178 foregoing, at the time of building permit issuance, BUILDER shall post a cash deposit to
179 insure completion of lot specific improvements, including parkway trees and sidewalks
180 pursuant to Village Code.

181 **8.2 ACTIVE SPECIAL SERVICE AREA.** A dormant special service area
182 was approved and recorded against the Fox Chase – Unit 2 Subdivision on June 3, 2004
183 as Document No. 200400014880 (“DSSA”). In the event that the prior developer or
184 owners fail to maintain the common spaces and/or detention basins, the DSSA allows the
185 VILLAGE to undertake these maintenance obligations and collect additional real estate
186 tax revenues from each effected property. As a homeowner’s association was never
187 formed and the maintenance of the basins never undertaken, the VILLAGE agrees to take
188 all required action necessary to “activate” the DSSA into an active special service area
189 and to be responsible for all maintenance of the storm water management basins, entry
190 monuments, landscaping, out lots and other common areas within the Fox Chase Unit 2
191 Subdivision. The VILLAGE shall annually levy all funds necessary against all lots in the
192 Fox Chase – Unit 2 Subdivision on an ad-valorem basis to reimburse the VILLAGE for
193 all of its maintenance costs. BUILDER and VILLAGE shall work to have all property
194 intended to be common areas dedicated to the VILLAGE so that they are owned by the
195 VILLAGE. The BUILDER shall not object to the imposition of said active special
196 service area. In the event of a successful challenge to the activation of the special service

197 area, the VILLAGE shall not be liable to the BUILDER for its failure to assess special
198 service area charges, and the PARTIES shall then work together to determine an
199 alternative method to insure common area maintenance and allocation of said costs
200 associated therewith.

201 **9. MODELS/SALES AND OFFICE TRAILERS.**

202 Following approval of this Agreement, BUILDER shall have the right to construct
203 up to six model homes and other appurtenant facilities on the Subject Property, including
204 signs, banners, flagpoles, etc. on the model home lot(s) and in or adjacent to the right-of-
205 way of the Subdivision entrances on Mill Street. One of such model homes may be used
206 as a sales office. In addition, up to four (4) construction trailers may be located on the
207 Subject Property and used for storage. Notwithstanding the foregoing, no construction
208 trailer shall be permitted on any lot adjacent to an occupied single-family home not
209 owned by BUILDER.

210 **10. FINAL ENGINEERING PLANS AND FINAL PLAT.**

211 **10.1 FINAL ENGINEERING PLANS.** Final engineering plans and
212 specifications for the Fox Chase – Unit 2 Subdivision prepared by Walter E. Deuchler
213 Associates, Inc. dated June 6, 2003 were approved by the VILLAGE. Upon VILLAGE's
214 correction of the Punch List items, the VILLAGE hereby confirms that the Subject
215 Property has been developed in conformance with the approved engineering plans.

216 **11. BUILDING PERMITS/ OCCUPANCY CERTIFICATES.**

217 **11.1 BUILDING PERMITS.** The VILLAGE shall issue building permits
218 within fifteen (15) business days of application therefor, or issue a letter of denial within
219 said period informing BUILDER specifically as to what corrections are necessary as a
220 condition to the issuance of a building permit and specifying the section of any applicable
221 code relied upon by the VILLAGE in its request for correction. Prior to issuance of the
222 first building permit, the VILLAGE and BUILDER shall work together to review and
223 approve a master plan set of architectural plans to help expedite the building permit
224 review process.

225 **11.2 OCCUPANCY CERTIFICATES.** The VILLAGE shall issue to
226 BUILDER temporary or final occupancy certificates within five (5) business days of
227 application therefor or issue a letter of denial within said period informing BUILDER as
228 to what corrections are necessary as a condition to the issuance of a certificate and
229 specifying the section of any applicable code relied upon by the VILLAGE in its request
230 for correction. BUILDER's inability, due to adverse weather conditions, to install
231 driveways, service walks, sidewalks, stoops, landscaping and final grading, shall not
232 delay the issuance of a temporary certificate of occupancy provided BUILDER delivers
233 security to the VILLAGE (that is similar in nature and form to the Subdivision Security)
234 to assure the completion of said unfinished items. Once unfinished items have been
235 completed and approved by the VILLAGE Engineer and Building Commissioner, the
236 VILLAGE shall issue final occupancy certificates within the time prescribed herein and
237 release the above described security.

238 **12. VILLAGE ORDINANCES, CODES, RULES AND REGULATIONS.**

239 **12.1 AMENDMENTS.** If, from time to time during the term of this
240 Agreement, the provisions of any existing ordinances, codes, rules or regulations are
241 amended or modified so as to impose requirements upon the construction of the Subject
242 Property, or the construction of dwelling units or other improvements thereon or in
243 connection therewith, which are more stringent than those existing as of the Effective
244 Date, such amendment or modification shall not be effective as applied to the Subject
245 Property for a period of five (5) years from the date of approval. Fee increases are
246 permitted in conformance with Section 7.1.

247 **13. STORMWATER MANAGEMENT AND WETLANDS.**

248 **13.1 STORMWATER MANAGEMENT.** The VILLAGE hereby agrees that
249 the BUILDER shall have no obligation to modify the existing storm water improvements
250 located in the Fox Chase – Unit 2 Subdivision which have been constructed pursuant to
251 the approved engineering plans.

252 **14. GENERAL PROVISIONS.**

253 **14.1 TIME OF ESSENCE/COOPERATION OF PARTIES.** Time is of the
254 essence of this Agreement and of each and every provision hereof. The PARTIES shall
255 cooperate with one another on an ongoing basis and make every reasonable effort
256 (including, with respect to the VILLAGE, the calling of special meetings, the holding of
257 additional public hearings and the adoption of ordinances) to further the implementation
258 of the provisions of this Agreement and the intentions of the PARTIES as reflected by the

259 provisions of this Agreement. Specifically, but without limitation, in connection with
260 BUILDER's performance of its obligations under this Agreement, the VILLAGE agrees
261 to execute such applications and documents as may be necessary to obtain approvals and
262 authorizations from other governmental or administrative agencies and to cooperate
263 otherwise to the extent necessary to assure BUILDER's performance of those obligations.

264 **14.2 CONFLICT WITH ORDINANCES.** If any pertinent existing
265 resolutions or ordinances, or interpretations thereof, of the VILLAGE are inconsistent or
266 in conflict with any provision hereof, then the provisions of this Agreement and the
267 ordinances passed pursuant hereto shall constitute lawful and binding amendments to,
268 and shall supersede the terms of said inconsistent ordinances or resolutions, or
269 interpretations thereof, as they may relate to the Development.

270 **14.3 TERM.** This Agreement shall be binding upon and inure to the benefit of
271 the PARTIES, the successors to the OWNER, the successors to BUILDER, and any
272 successor municipal authorities of the VILLAGE and successor municipalities, for a
273 period of twenty (20) years commencing with the Effective Date of this Agreement, and
274 for whatever additional period of time agreed to by the PARTIES in writing. In the event
275 the zoning of the Subject Property or the execution and delivery of this Agreement is
276 challenged either directly or indirectly in any court proceeding which shall delay the
277 construction of the Development, the period of time during which such litigation is
278 pending, to the extent permitted by law, shall not be included in calculating such twenty
279 (20) year term.

280 **14.4 ASSIGNABILITY.** This Agreement shall run with the land and, as such,
281 shall be binding upon subsequent owners of the Subject Property provided, however, that
282 BUILDER shall not assign its rights or delegate its duties hereunder and such rights shall
283 not inure to subsequent owners of the Subject Property unless the VILLAGE provides its
284 prior written express consent of the proposed assignee of such rights, which consent shall
285 not be unreasonably withheld. The PARTIES agree that it shall be unreasonable for the
286 VILLAGE to withhold its consent if the proposed assignee is an affiliate or entity
287 controlled by BUILDER or an unrelated experienced, reputable, qualified and significant
288 BUILDER of the type of residential community contemplated in this Agreement. If the
289 BUILDER desires the VILLAGE approve an assignment, it shall make such request to
290 the VILLAGE in writing, which request shall identify the proposed assignee, and the
291 BUILDER shall provide the VILLAGE with all information reasonably requested by the
292 VILLAGE with respect to the proposed assignee's qualifications.

293 **14.5 NOTICES.** All notices or other writings which any party is required to,
294 or may wish to, serve upon any other party in connection with this Agreement shall be in
295 writing and shall be delivered personally or sent by certified or registered mail, return
296 receipt requested, postage prepaid, to the following addresses or faxes to the PARTIES at
297 the following facsimile numbers:

298	(A)	If to VILLAGE:	Daniel Di Santo
299			Village Manager
300			Village of Oswego
301			100 Parkers Mill
302			Oswego, IL. 60543
303			
304		With a copy to:	David J. Silverman
305			Village Attorney
306			Mahoney, Silverman & Cross, LLC

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822 Infantry Drive, Suite 100
Joliet, IL. 60435

(B) If to BUILDER: Scott M. Barenbrugge
Director of Land Acquisition
K. Hovnanian Homes
1804 N. Naper Blvd., Suite 200
Naperville, IL 60563

With a copy to: Vincent M. Rosanova
Rosanova & Whitaker, Ltd.
30 W. Jefferson Ave., Suite 200
Naperville, Illinois 60540
FAX: 630-352-3610

Any party may change its address or facsimile for the service of notice by giving written notice of such change to the other party, in the manner specified below. All notices shall be deemed effective as of the date of receipt, in the case of personal delivery; two days after deposit in the U.S. mails, in the case of notice set by certified or registered mail; and as of the date of transmission, if delivered by fax (provided the transmitting machine provides a record confirmation of the day and time of transmission).

14.6 SEVERABILITY. If any provision of this Agreement is held invalid, such provision shall be deemed to be removed therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

14.7 REMEDIES. Any party to this Agreement may, either in law or equity, by suit, action, mandamus, or other proceedings, enforce or compel performance of this Agreement. No action taken by any party hereto pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement

337 shall be cumulative and non-exclusive or otherwise available to any party at law or in
338 equity.

339 **14.8 BREACH OF AGREEMENT.** In the event of a material breach of this
340 Agreement, the PARTIES agree that the party alleged to be in breach shall have thirty
341 (30) days notice of said breach to correct the same prior to the non-breaching party's
342 seeking any remedy provided for herein (provided, however, that said thirty (30) day
343 period shall be extended if the defaulting party has initiated the cure of said default and is
344 diligently proceeding to cure the same).

345 **14.9 DEFAULT CURE.** If any of the PARTIES shall fail to perform any of
346 its obligations hereunder, and the party affected by such default shall have given notice of
347 such default to the defaulting party, and such defaulting party shall have failed to cure
348 such default within thirty (30) days of such default notice (or any extension of said thirty
349 (30) day period if the defaulting party has initiated the cure of said default and is
350 diligently proceeding to cure the same), then in addition to any and all other remedies that
351 may be available, either in law or equity, the party affected by such default shall have the
352 right (but not the obligation) to take such action as in its reasonable discretion and
353 judgment shall be necessary to cure such default. In such event, the defaulting party
354 hereby agrees to pay and reimburse the party affected by such default for all reasonable
355 costs and expenses incurred by it in connection with action taken to cure such default.

356 **14.10 NO WAIVER.** The failure of any of the PARTIES to insist upon the
357 strict and prompt performance of the terms, covenants, agreements, and conditions herein
358 contained, or any of them, imposed upon any other party, shall not be construed as a

359 waiver or relinquishment of any party's right thereafter to enforce any such term,
360 covenant, agreement, or condition, but the same shall continue in full force and effect.

361 **14.11 INTEGRATION/EXHIBITS.** This Agreement constitutes the entire
362 agreement and understanding of the PARTIES relative to the subject matter hereof
363 superseding all prior agreements, understandings and negotiations (all of which are
364 expressly merged herein). All exhibits to this Agreement are incorporated herein by this
365 reference thereto.

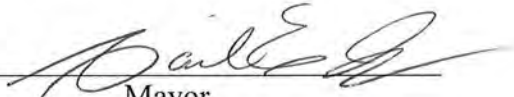
366 **15. EFFECTIVE DATE.**

367 The "Effective Date" of this Agreement shall be the date on which BUILDER or
368 its assign acquires ownership of the Subject Property. As of the date of VILLAGE Board
369 approval of this Agreement, the BUILDER does not own the Subject Property. This
370 Agreement shall not be recorded with the Kendall County Recorder until such time as the
371 BUILDER or its assign has also become the OWNER of the SUBJECT PROPERTY.
372 This Agreement shall only be effective upon BUILDER or its assign acquiring ownership
373 of the SUBJECT PROPERTY. VILLAGE shall notify the City Attorney within seven (7)
374 days of its acquisition of the SUBJECT PROPERTY. If such notice is not received
375 within one hundred eighty (180) days after Village Board approval, this Agreement shall
376 automatically terminate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement
this 18th day of May, 2017.

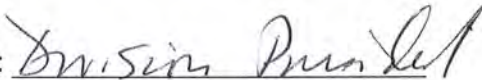
VILLAGE OF OSWEGO
an Illinois Municipal Corporation

By: 
Mayor

Attest: 
Village Clerk

BUILDER: K. Hovnanian T&C Homes at Illinois, LLC
an Illinois limited liability company

BY: 

ITS: 

Exhibits

- A – Fox Chase Subdivision
- B – 68 Lots Being Purchased By K. Hovnanian
- C – Final Plat
- D – Punch List
- E – Additional Sidewalk
- F – Landscape Plan
- G – Fees

EXHIBIT "A"
ALL FOX CHASE UNIT 2 LOTS

LOTS 1 THROUGH 114 IN THE ESTATES OF FOX CHASE UNIT 2 VILLAGE OF OSWEGO IN THE ESTATES OF FOX CHASE UNIT 2 RECORDED JUNE 3, 2004 AS DOCUMENT 200400014878, AS AMENDED BY DOCUMENT RECORDED JUNE 24, 2004 AS DOCUMENT 200400017569 AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED FEBRUARY 14, 2005 AS DOCUMENT 200500004336, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

EXHIBIT "B"
SUBJECT PROPERTY – 68 BUILDER LOTS

LOTS 1-7, 13, 16-17, 20-23, 27-37, 39-54, 57, 62, 64, 75, 77, 82, 85-88, 90, 93-95, 97, 99, 101-103, 105-111 AND 113 IN THE ESTATES OF FOX CHASE UNIT 2 VILLAGE OF OSWEGO IN THE ESTATES OF FOX CHASE UNIT 2 RECORDED JUNE 3, 2004 AS DOCUMENT 200400014878, AS AMENDED BY DOCUMENT RECORDED JUNE 24, 2004 AS DOCUMENT 200400017569 AND AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED FEBRUARY 14, 2005 AS DOCUMENT 200500004336, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

EXHIBIT
B

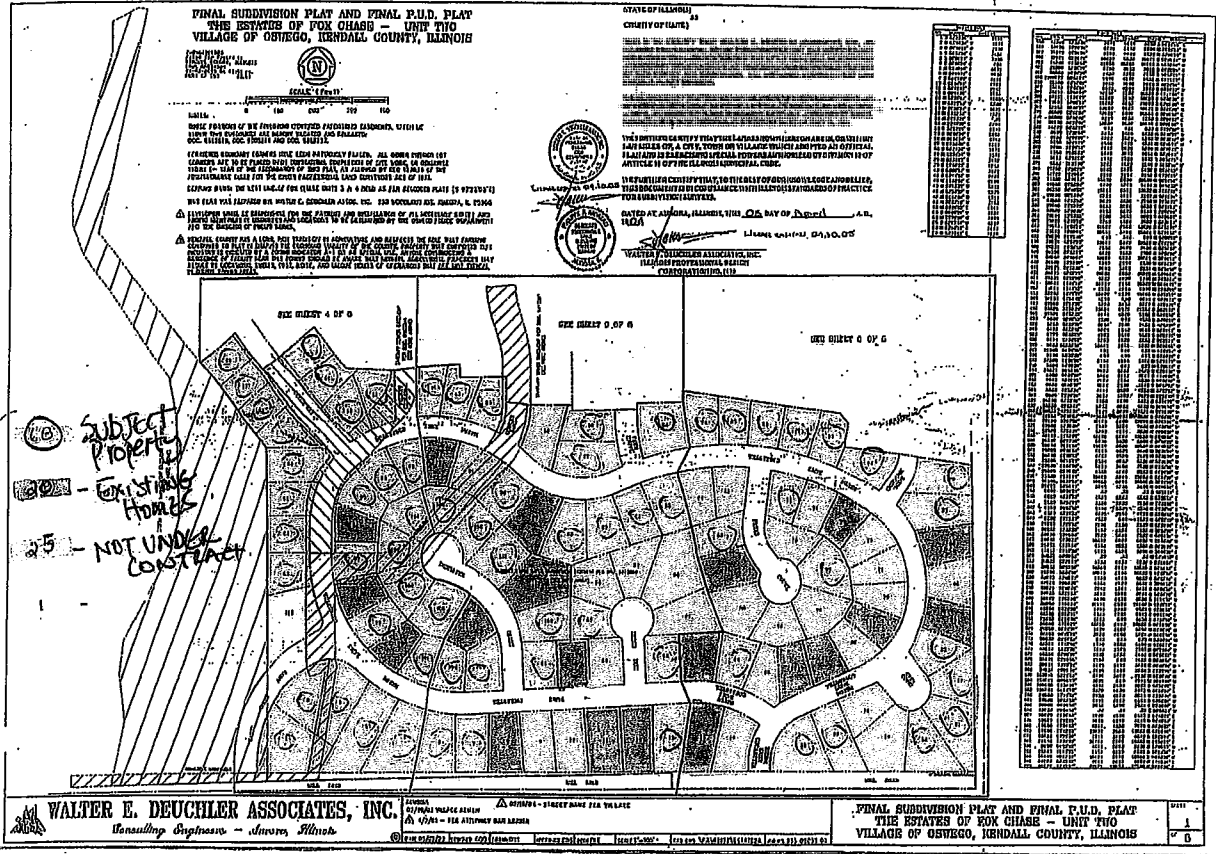


EXHIBIT
C

**FINAL SUBDIVISION PLAT AND FINAL P.U.D. PLAT
THE ESTATES OF FOX CHASE - UNIT TWO
VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS**

SCALE (Feet)
0 100 200 300 400

WHERE PARTS OF THE FOLLOWING DESCRIBED PARCELS, SUBJECT TO THE TERMS AND CONDITIONS AND EASES HEREIN SET FORTH, ARE TO BE SUBDIVIDED INTO THE LOTS, BLOCKS AND STREETS, ETC., SHOWN ON THE ATTACHED LEGAL DESCRIPTION AND THE ATTACHED LEGAL DESCRIPTION IS A CORRECT REPRESENTATION OF SAID LAND AND THE BOUNDARIES AND DISTANCES THEREON, BY MEANS OF A SURVEY MADE BY ME IN ACCORDANCE WITH THE ACTS OF PARLIAMENT IN THAT BEARING THEREON.

WHEREAS SAID PARTS OF THE FOLLOWING DESCRIBED PARCELS, SUBJECT TO THE TERMS AND CONDITIONS AND EASES HEREIN SET FORTH, ARE TO BE SUBDIVIDED INTO THE LOTS, BLOCKS AND STREETS, ETC., SHOWN ON THE ATTACHED LEGAL DESCRIPTION AND THE ATTACHED LEGAL DESCRIPTION IS A CORRECT REPRESENTATION OF SAID LAND AND THE BOUNDARIES AND DISTANCES THEREON, BY MEANS OF A SURVEY MADE BY ME IN ACCORDANCE WITH THE ACTS OF PARLIAMENT IN THAT BEARING THEREON.

THE PLAT AND P.U.D. PLAT HEREBY MADE BY ME ARE MADE AND ADAPTED TO THE ACTS OF PARLIAMENT IN THAT BEARING THEREON, AND I HEREBY CERTIFY THAT THE SAME ARE TRUE AND CORRECT IN ALL RESPECTS AND THAT I AM A LICENSED SURVEYOR UNDER THE ACTS OF PARLIAMENT IN THAT BEARING THEREON.

IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND SEAL AT OSWEGO, ILLINOIS, THIS 10th DAY OF APRIL, 1984.

WALTER E. DEUCLER ASSOCIATES, INC.
Professional Surveyors

PLAT OF ILLINOIS
COUNTY OF KANE

IT IS TO BE CERTIFIED THAT WALTER E. DEUCLER ASSOCIATES, INC., AN ILLINOIS PROFESSIONAL SURVEYING CORPORATION, HAS BEEN REVIEWED AND APPROVED BY THE BOARD OF SURVEYING AND LAND ADJUSTMENT, KENDALL COUNTY, ILLINOIS, AS A CORRECT REPRESENTATION OF SAID LAND AND THE BOUNDARIES AND DISTANCES THEREON, BY MEANS OF A SURVEY MADE BY ME IN ACCORDANCE WITH THE ACTS OF PARLIAMENT IN THAT BEARING THEREON.

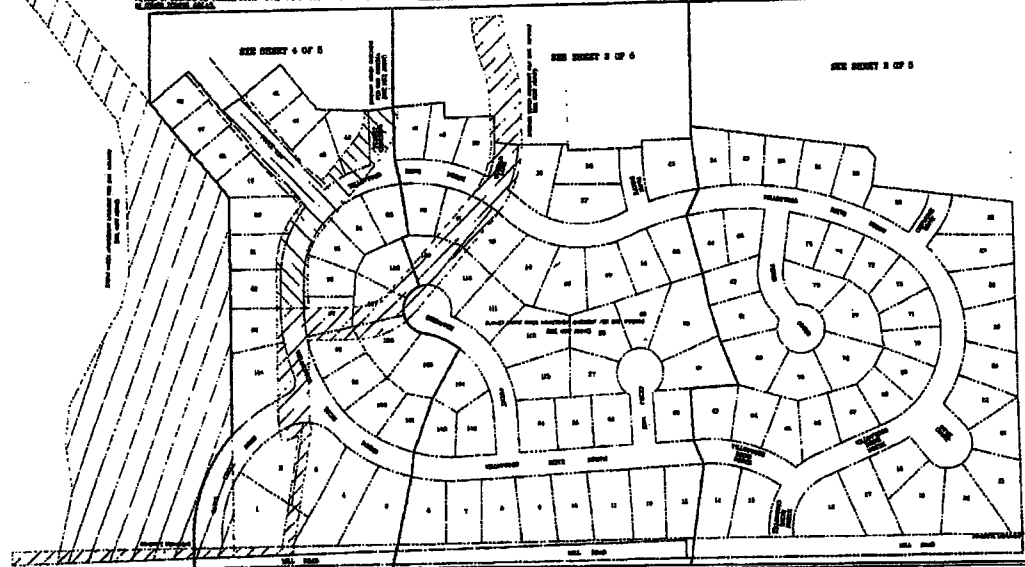
WE ALSO CERTIFY THAT THE PART OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS LOCATED WITHIN A SPECIAL PLANNED COMMUNITY ZONE, AS SHOWN BY THE ZONING ORDINANCE OF THE VILLAGE OF OSWEGO, ILLINOIS, AND THAT THE SAME IS IN ACCORDANCE WITH THE ACTS OF PARLIAMENT IN THAT BEARING THEREON.

WE HEREBY CERTIFY THAT THE LOTS, BLOCKS AND STREETS, ETC., SHOWN ON THIS PLAT AND P.U.D. PLAT ARE IN ACCORDANCE WITH THE ACTS OF PARLIAMENT IN THAT BEARING THEREON, AND THAT THE SAME ARE TRUE AND CORRECT IN ALL RESPECTS.

BASED AT OSWEGO, ILLINOIS, THIS 10th DAY OF APRIL, 1984.

WALTER E. DEUCLER ASSOCIATES, INC.
Professional Surveyors

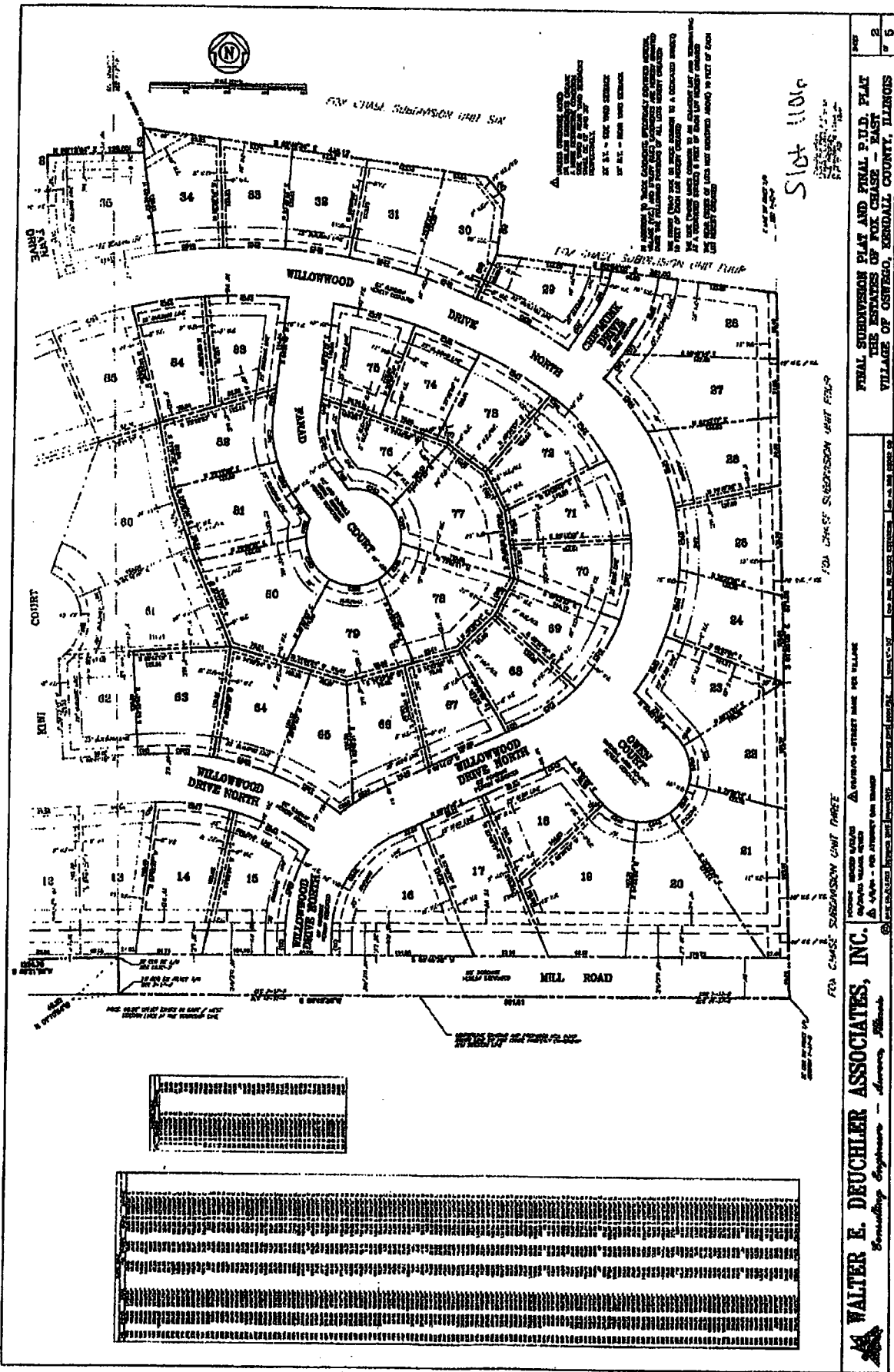
LOT	ACRES	OWNER
1	.10	WALTER E. DEUCLER ASSOCIATES, INC.
2	.10	WALTER E. DEUCLER ASSOCIATES, INC.
3	.10	WALTER E. DEUCLER ASSOCIATES, INC.
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99	.10	WALTER E. DEUCLER ASSOCIATES, INC.
100	.10	WALTER E. DEUCLER ASSOCIATES, INC.



WALTER E. DEUCLER ASSOCIATES, INC.
Professional Surveyors - Aurora, Illinois

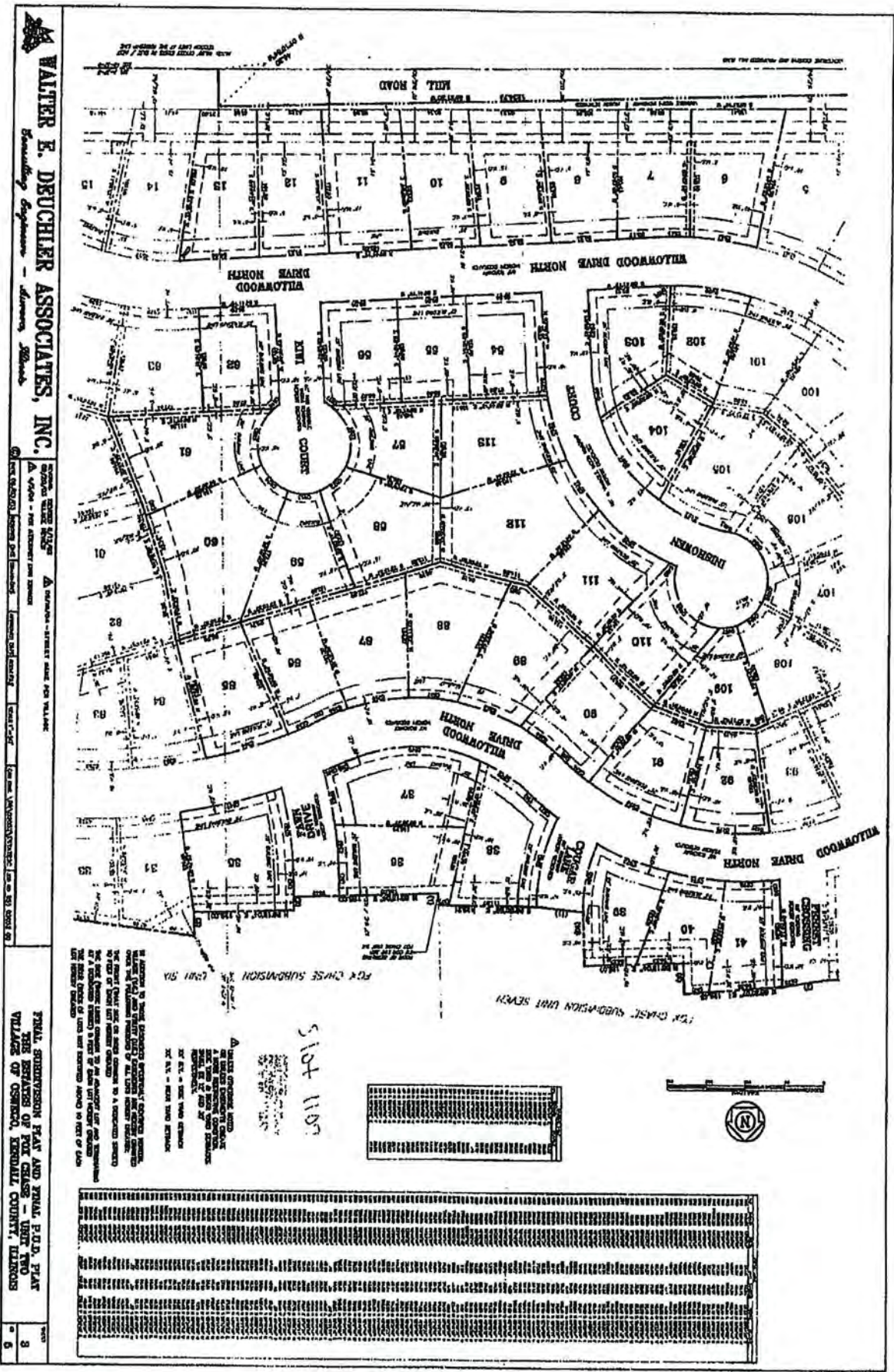
FINAL SUBDIVISION PLAT AND FINAL P.U.D. PLAT
THE ESTATES OF FOX CHASE - UNIT TWO
VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

1
5



Slot 1106

WALTER E. DEUCHLER ASSOCIATES, INC.
Consulting Engineers - Architects - Planners
 100 CHASE SUBDIVISION UNIT THREE
 100 CHASE SUBDIVISION UNIT FOUR
 100 CHASE SUBDIVISION UNIT FIVE
 FINAL SUBDIVISION PLAN AND FINAL P.L.D. PLAN
 FOR THE LOTS OF FOX CHASE - EAST
 VILLAGE OF OSWEGO, SHERIDAN COUNTY, ILLINOIS
 SHEET NO. 2 OF 5



WALTER E. DEUCHER ASSOCIATES, INC.
Surveying Engineers - Architects - Planners

PROJECT: WALNUT SUBDIVISION AND WALNUT SUBDIVISION UNIT SEVEN
 ADDRESS: 10000 WILLOWOOD DRIVE NORTH, WILLOWOOD, OHIO 44155
 DATE: 10/15/11
 SCALE: AS SHOWN
 DRAWN BY: J. J. DEUCHER
 CHECKED BY: W. E. DEUCHER
 APPROVED BY: W. E. DEUCHER

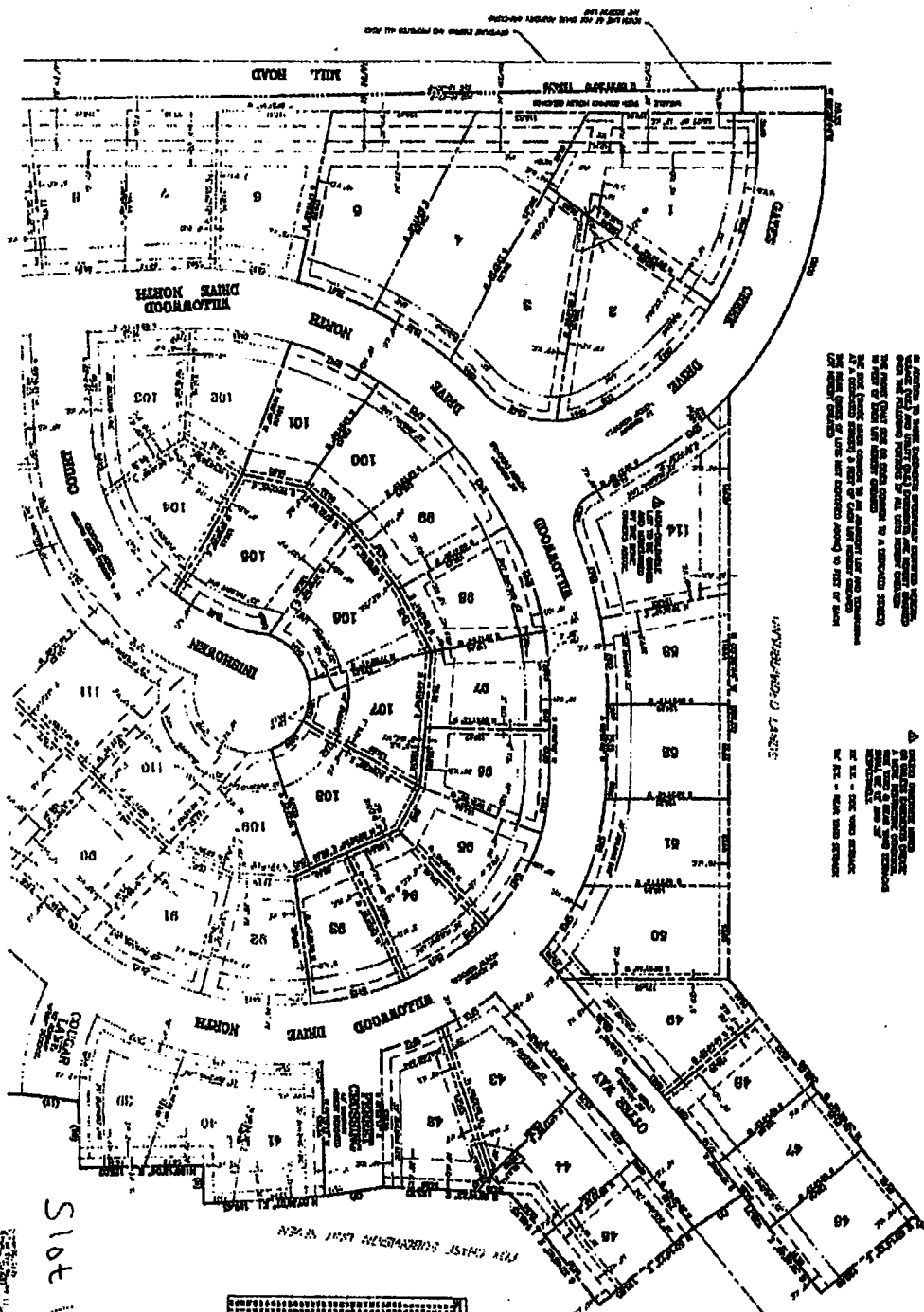
WALNUT SUBDIVISION PLAN AND WALNUT SUBDIVISION UNIT SEVEN
 THIS BEHAVES OF FOUR CHASES - LIGHT TWO
 VILLAGE OF COLUMBUS, KERNAL COUNTY, OHIO

WALTER E. DEUCHLER ASSOCIATES, INC.
Surveying Engineers - Surveyors - Planners

440 North LaSalle Street, Chicago, Illinois
Tel. ME 5-6500

FINAL SUBMISSION PLAN AND FINAL P.U.D. PLAN
THE BUNGALOWS OF FOX CHASE - UNIT TWO
VILLAGE OF OROMO, MENARD COUNTY, ILLINOIS

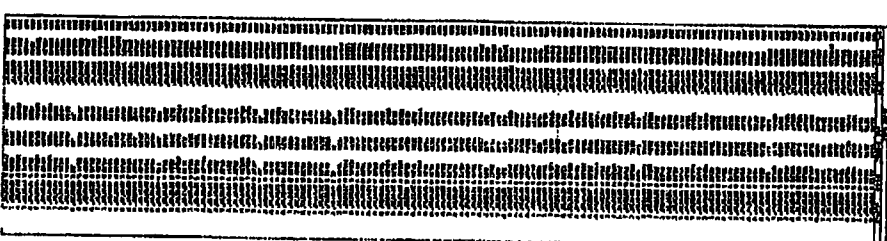
5
4
3

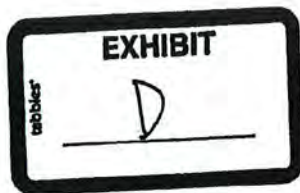


ALL LOTS IN THIS SUBDIVISION REMAIN UNRESERVED, UNLESS SHOWN OTHERWISE AND SUBJECT ONLY TO THE ORDINANCES AND ORDERS OF THE VILLAGE OF OROMO, MENARD COUNTY, ILLINOIS. THE BUNGALOWS OF FOX CHASE SHALL BE CONSIDERED AS A SINGLE UNIT OF DEVELOPMENT FOR THE PURPOSES OF THE VILLAGE OF OROMO, MENARD COUNTY, ILLINOIS. THE VILLAGE OF OROMO, MENARD COUNTY, ILLINOIS HAS APPROVED THIS SUBDIVISION PLAN AND HAS GRANTED A P.U.D. FOR THE BUNGALOWS OF FOX CHASE. THIS SUBDIVISION PLAN IS NOT VALID UNLESS IT IS APPROVED BY THE VILLAGE OF OROMO, MENARD COUNTY, ILLINOIS.

A FINAL SUBMISSION PLAN SHALL BE FILED WITH THE VILLAGE OF OROMO, MENARD COUNTY, ILLINOIS. THE VILLAGE OF OROMO, MENARD COUNTY, ILLINOIS SHALL BE CONSIDERED AS THE FINAL AUTHORITY IN ALL MATTERS RELATING TO THIS SUBDIVISION. THE VILLAGE OF OROMO, MENARD COUNTY, ILLINOIS HAS APPROVED THIS SUBDIVISION PLAN AND HAS GRANTED A P.U.D. FOR THE BUNGALOWS OF FOX CHASE.

Site 1108





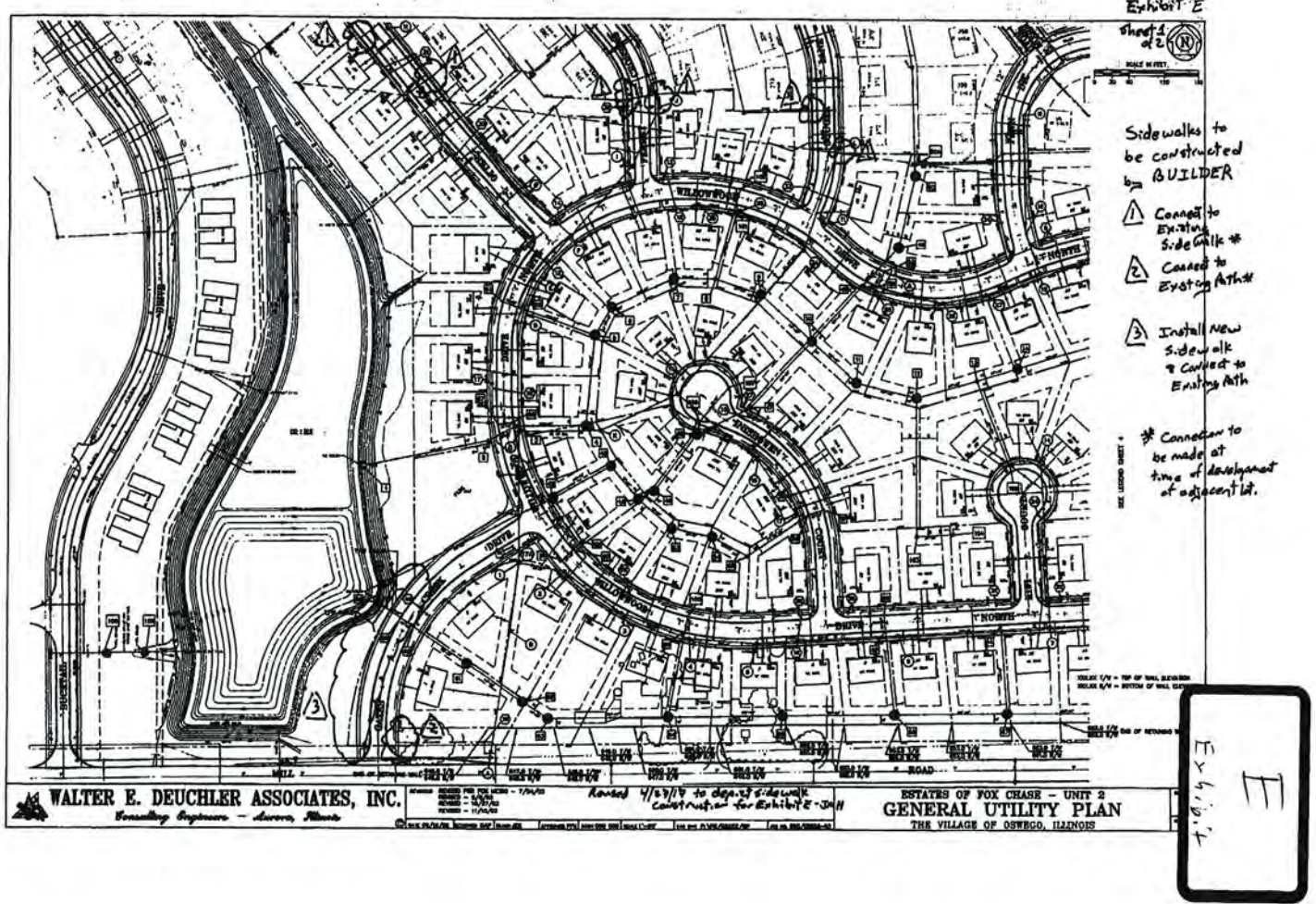
Fox Chase Estates Unit 2
Punch list
Repair Cost

Total Cost
- Sanitary \$1,275
- Water Main \$3,485
- Storm Sewer \$5,015

\$9,775

Sanitary Repairs	# of needed repairs	Cost
A = Remove debris from structure		0
B = Remove debris from flow line	4	340
C = Remove plug from pipe		0
D = Steps in wrong location in sanitary structure		0
E = Mortar sanitary pipe inside structure		0
F = Locate structure & adjust to proper grade	2	170
G = Install proper utility lid on structure		0
H = Readjust rim grade (low)		0
I = Readjust rim grade (high)		0
J = Realign frame on structure (place new mastic)	1	85
K = Install witness post	8	680
L = Remove witness post		0
M = Jet main to down stream structure		0
N = Vacuum test		0
O = Install chimney seal		0
P = Install missing lid		0
Water Main Repairs	# of needed repairs	Cost
A = Remove debris from structure		0
B = Locate structure & adjust to proper grade	1	85
C = Locate valve box & adjust to proper grade	5	425
D = Readjust rim grade (low)		0
E = Readjust rim grade (high)		0
F = Realign frame on structure (place new mastic)		0
G = Replace broken adjustment ring		0
H = B-Box is not keyable (excavate)		0
I = Auxiliary valve is not keyable (excavate)		0
J = Remove sampling whip		0
K = Raise B-Box to proper grade		0
L = Install witness post	8	680
M = Remove witness post		0
N = Mortar water main pipe inside valve vault		0
O = Remove water from valve vault	1	85
P = Install block under gate valve		0
Q = Install proper utility lid on structure		0
R = Paint fire hydrant	25	2125
S = Fire hydrant is low (install extension kit)	1	85
T = Fire hydrant is high (lower)		0
U = Hydrant seat leaking (repair)		0
V = Gate valve not operating properly (repair)		0
W = Reset frame and adjustment ring		0
X = Missing lid		0

Storm Sewer Repairs	# of needed repairs	Cost
A = Remove debris from structure	1	85
B = Remove debris from flow line	1	85
C = Install filter fabric		0
D = Remove filter fabric		0
E = Replace filter fabric	29	2465
F = Locate structure & adjust to proper grade	2	170
G = Install proper utility lid on structure	1	85
H = Readjust rim grade (low)		0
I = Readjust rim grade (high)		0
J = Realign frame on structure (place new mastic)	1	85
K = Mortar cracked around storm pipe (remortar)		0
L = Mortar or grout in curb frame		0
M = Install witness post	23	1955
N = Remove witness post		0
O = Replace broken grate		0
P = Pour invert in bottom of storm structure		0
Q = Install grate on flare end section as per plan		0
R = Place Rip Rap as per plan detail		0
S = Replace broken adjustment ring	1	85
T = Install restrictor as per plan		0
U = Missing frame		0
V = Missing grate		0
W = Reset frame		0
X = Mortar pipe inside structure		0
Y = Install Overflow weir as per plan		0



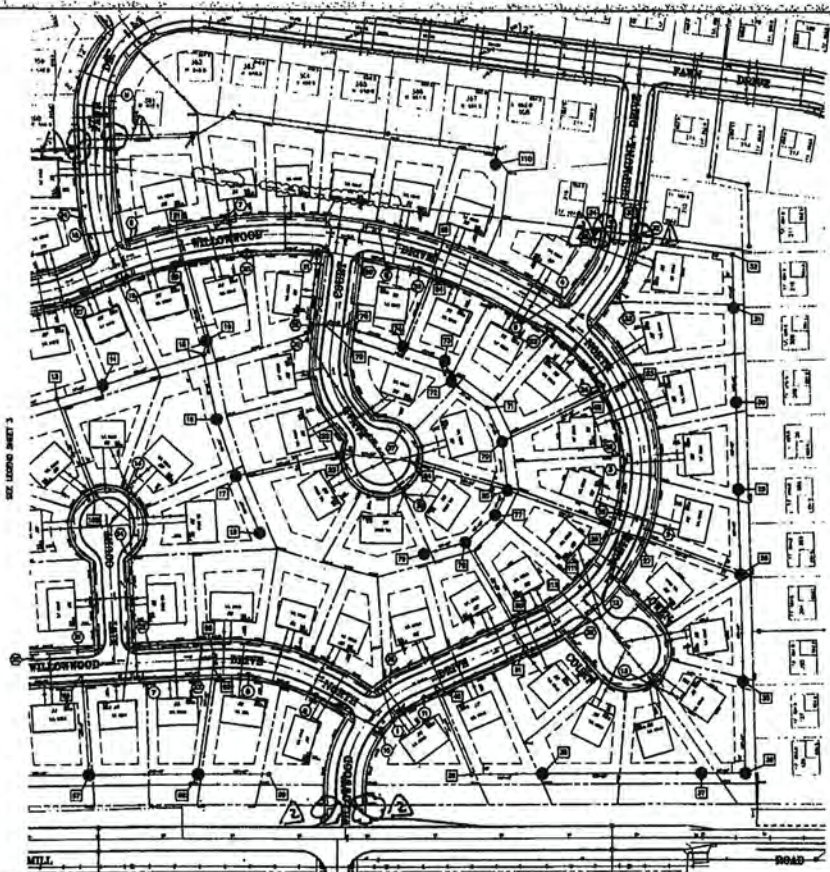


Exhibit E
sheet 2 of 2

Sidewalks to be
constructed by
Builder

- ① Connected to Existing sidewalk
- ② Connected to Existing Path *

* Connection to be
made at time of
development of
adjacent lot.

WALTER E. DEUCHLER ASSOCIATES, INC.
Consulting Engineers - Aurora, Illinois

Revised 4/23/17 to depict sidewalk
construction for Exhibit E - Unit 2

ESTATES OF FOX CHASE - UNIT 2
GENERAL UTILITY PLAN
THE VILLAGE OF OSWEGO, ILLINOIS

Sheet
4
of
X

F
Exhibit

Exhibit F
1 of 5

3/31/2017
Store: 1

Sales Order #1251
Ordered: 3/31/2017
Associate: jzidlloky
Page 1

The Garden Faire
5 So. Madison
Oswego, IL 60543
630.636.9125
www.thegardenfairell.com

Bill To:
Russ Garcia
630.330.3211

Order Status: Open

Item Name	Size	Qty	Due	Price	Tax	Ext Price	Disc %	Ext Disc \$
Spruce Colorado Blue B&B 6'	6'	33	33	\$299.99	T	\$9,899.67		
Burning Bush #5	5 Gal	20	20	\$39.99	T	\$799.80		
Crab Apple Prairie Fire B&B 2"	2"	20	20	\$189.99	T	\$3,999.80		(\$200.00)
Sumac Lo-Grow	5 Gal	100	100	\$39.99	T	\$3,999.00		(\$1,000.00)
Maple Autumn Blaze 2.5" B&B		5	5	\$279.99	T	\$1,399.95		
Install		1	1	\$10,000.00		\$10,000.00		
Scrub Shrub removal		1	1	\$2,700.00		\$2,700.00		(\$200.00)
				\$2,500.00				
		Total Qty Ordered:		180	0	180		

Subtotal: \$32,798.22
10 % Disc: - \$3,279.82
Local Sales Tax 8.5 % Tax: \$1,537.51
TOTAL: \$31,055.91
Deposit Balance: \$0.00
Balance Due: \$31,055.91

Thank you for your business

EXHIBIT
F

FINAL LANDSCAPE PLANS FOR ESTATES OF FOX CHASE

PREPARED FOR:
INISHOWEN, LLC
107 HOLLAND ST.
PALM BEACH, FL 33448
PHONE: (561) 898-8967
FAX: (561) 898-0874
NOVEMBER 21, 2003

SHEET INDEX

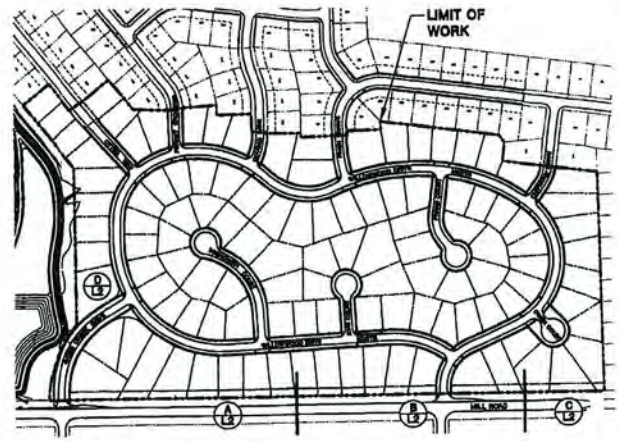
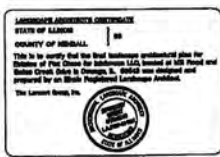
- LT TITLE SHEET
- L1 STREET TREE PLANTING PLAN
- L2 BUFFER PLANTING PLANS
- L3 PLANTING SPECIFICATIONS & DETAILS

CONSULTANTS

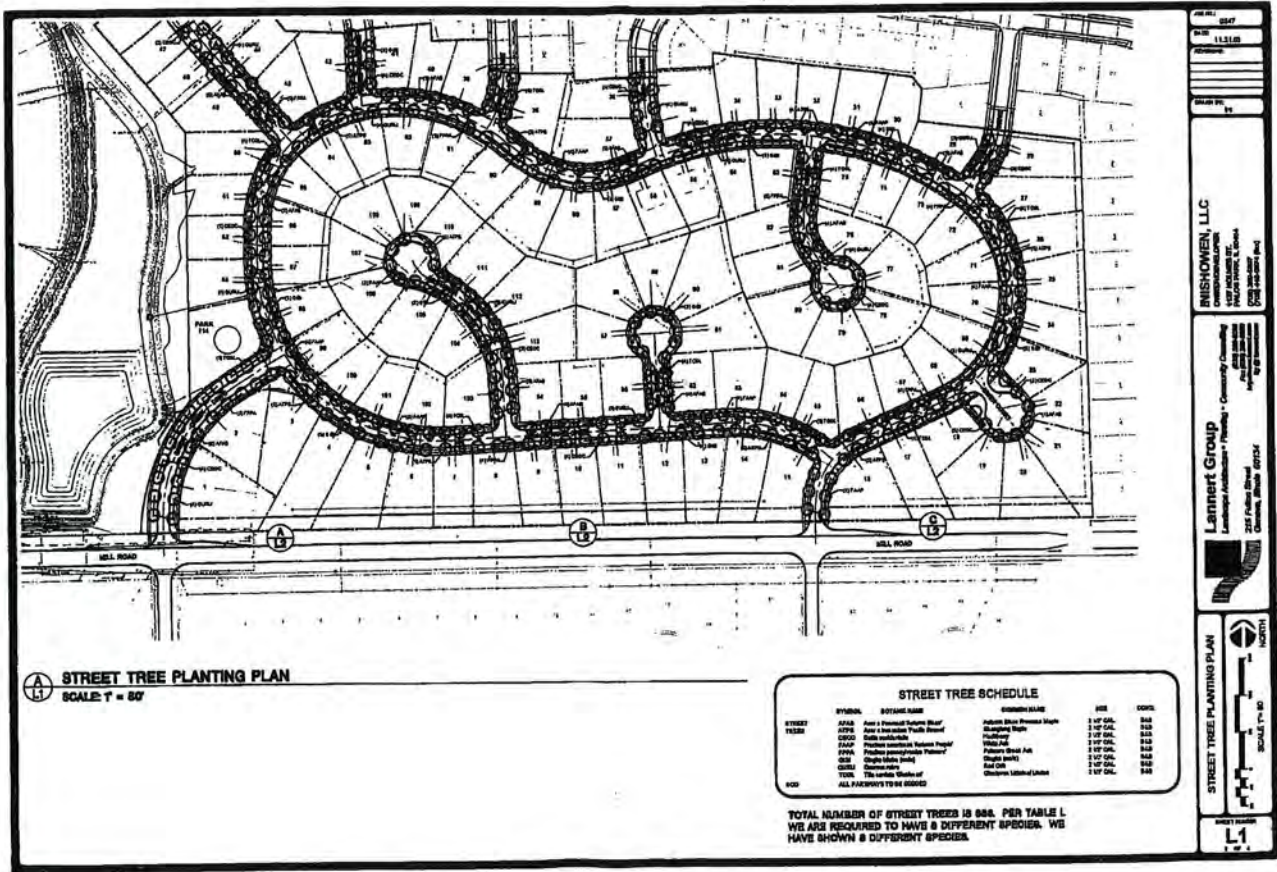
LANDSCAPE ARCHITECT / PLANNER
LANEWORK GROUP, INC.
519 PALTON STREET
GENERAL LICENSE #01234
(650) 308-8080
(650) 308-8090 (fax)

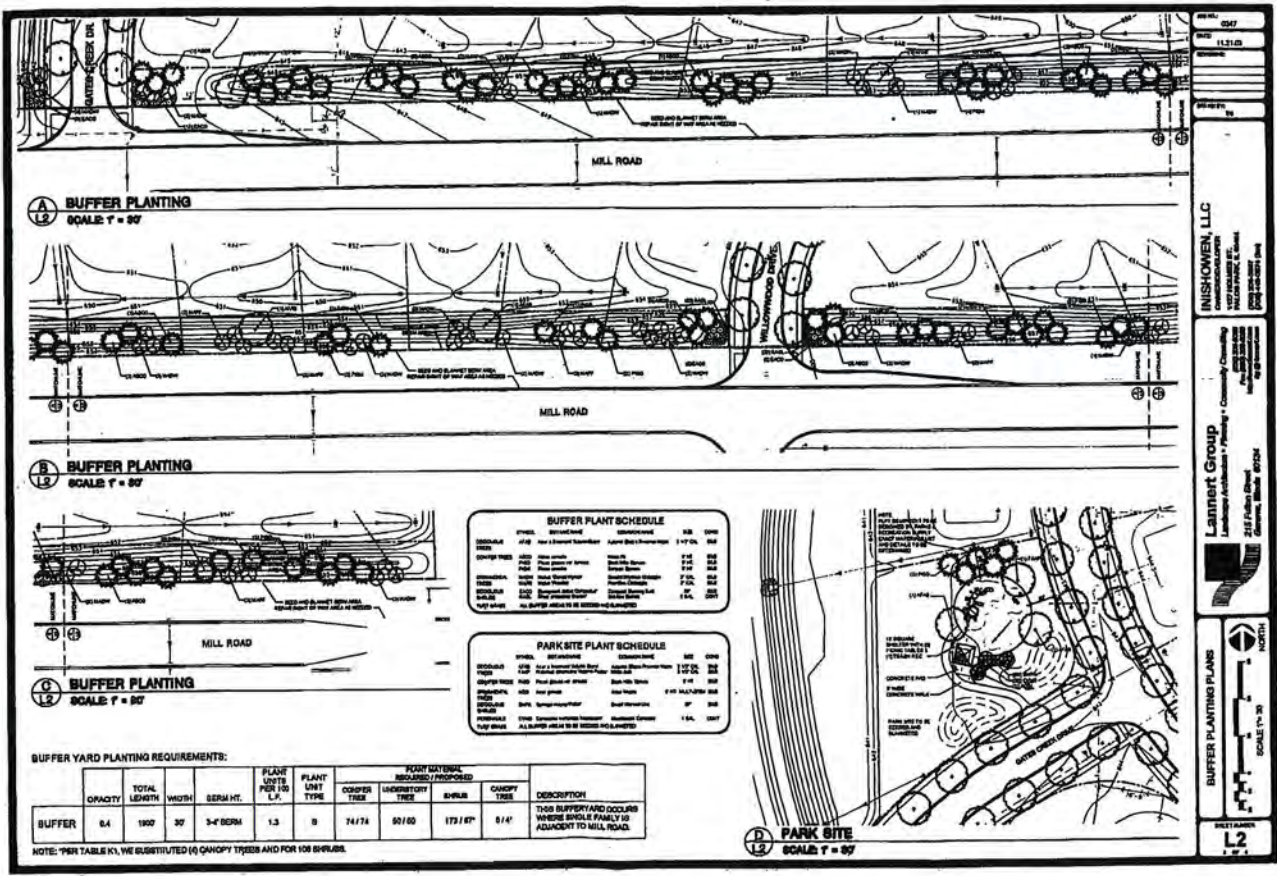
CIVIL ENGINEER
WALTER H. DEBUCHER ASSOC. INC.
230 WOODLAWN AVE.
JACKSONVILLE, FL 32205
(904) 947-6681
(904) 947-6696 (fax)

NOTE:
THE LANDSCAPE ARCHITECT AND OTHER CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED BY ANY OTHER PARTY. THE CONSULTANTS SHALL BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED BY ANY OTHER PARTY. THE CONSULTANTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED BY ANY OTHER PARTY.



DATE	02/07
BY	11/21/03
PROJECT	
DRAWN BY	
CHECKED BY	
INISHOWEN, LLC	
COMMERCIAL DEVELOPMENT	
LANDSCAPE ARCHITECTURE	
2101 PALM BEACH BLVD., SUITE 100	
PALM BEACH, FL 33480	
PHONE: (561) 898-8967	
FAX: (561) 898-0874	
LANEWORK GROUP, INC.	
LANDSCAPE ARCHITECTURE	
230 WOODLAWN AVE.	
JACKSONVILLE, FL 32205	
PHONE: (904) 947-6681	
FAX: (904) 947-6696	
TITLE SHEET	
PROJECT NUMBER	LT





A
L2
BUFFER PLANTING
SCALE: 1" = 80'

B
L2
BUFFER PLANTING
SCALE: 1" = 80'

C
L2
BUFFER PLANTING
SCALE: 1" = 80'

BUFFER PLANT SCHEDULE

SYMBOL	SPACING	PLANT	HEIGHT	DBH	SPACING
1" x 1"	10'	Small Tree	10'	2"	10'
2" x 2"	20'	Medium Tree	20'	4"	20'
3" x 3"	30'	Large Tree	30'	6"	30'
4" x 4"	40'	Very Large Tree	40'	8"	40'

PARK SITE PLANT SCHEDULE

SYMBOL	PLANT	HEIGHT	DBH	SPACING
1" x 1"	Small Tree	10'	2"	10'
2" x 2"	Medium Tree	20'	4"	20'
3" x 3"	Large Tree	30'	6"	30'
4" x 4"	Very Large Tree	40'	8"	40'

BUFFER YARD PLANTING REQUIREMENTS:

BUFFER	OPACITY	TOTAL LENGTH	WIDTH	DEPTH	PLANT UNITS PER SQ. FT.	PLANT UNIT TYPE	PLANT NATURAL SPECIES PROPOSED			DESCRIPTION	
							COOPER TREE	UNDERSTORY TREE	SHRUB		
1	64	1800'	30'	3'-4" BERM	1.3	B	74/74	50/50	173/8"	8/4"	THIS BUFFER YARD OCCURS WHERE SINGLE FAMILY IS ADJACENT TO MILL ROAD.

NOTE: *PER TABLE K1, WE SUBSTITUTED 10' CANOPY TREES AND FOR 100' BERM.

INISHOWEN, LLC
 LANDSCAPE ARCHITECTS
 212 FALLEN BLVD
 GAITHERSBURG, MD 20878
 (301) 251-1000
 www.inishowen.com

Lannett Group
 LANDSCAPE ARCHITECTS • PLANNING • COMMUNITY CONSULTING
 212 FALLEN BLVD
 GAITHERSBURG, MD 20878
 (301) 251-1000
 www.lannett.com

BUFFER PLANTING PLANS
 SCALE: 1" = 80'
 NORTH

PLANTING SPECIFICATIONS
PART 1 - GENERAL

1. Provide all labor, materials and equipment as shown on drawings and in the specifications.
2. The contractor shall be responsible for obtaining all necessary permits and licenses for the work.
3. The contractor shall be responsible for obtaining all necessary insurance coverage for the work.
4. The contractor shall be responsible for obtaining all necessary bonds for the work.
5. The contractor shall be responsible for obtaining all necessary approvals for the work.
6. The contractor shall be responsible for obtaining all necessary clearances for the work.
7. The contractor shall be responsible for obtaining all necessary easements for the work.
8. The contractor shall be responsible for obtaining all necessary rights-of-way for the work.
9. The contractor shall be responsible for obtaining all necessary utility easements for the work.
10. The contractor shall be responsible for obtaining all necessary access easements for the work.
11. The contractor shall be responsible for obtaining all necessary utility easements for the work.
12. The contractor shall be responsible for obtaining all necessary access easements for the work.

PART 2 - PRODUCTS

1. All plants shall be of the highest quality and shall be free from disease, insect damage, and other defects.
2. All plants shall be of the appropriate size and shall be suitable for the intended use.
3. All plants shall be of the appropriate variety and shall be suitable for the intended use.
4. All plants shall be of the appropriate size and shall be suitable for the intended use.
5. All plants shall be of the appropriate variety and shall be suitable for the intended use.
6. All plants shall be of the appropriate size and shall be suitable for the intended use.
7. All plants shall be of the appropriate variety and shall be suitable for the intended use.
8. All plants shall be of the appropriate size and shall be suitable for the intended use.
9. All plants shall be of the appropriate variety and shall be suitable for the intended use.
10. All plants shall be of the appropriate size and shall be suitable for the intended use.

PART 3 - INSTALLATION OF PLANT MATERIALS

1. All plants shall be installed in accordance with the specifications and drawings.
2. All plants shall be installed in accordance with the specifications and drawings.
3. All plants shall be installed in accordance with the specifications and drawings.
4. All plants shall be installed in accordance with the specifications and drawings.
5. All plants shall be installed in accordance with the specifications and drawings.
6. All plants shall be installed in accordance with the specifications and drawings.
7. All plants shall be installed in accordance with the specifications and drawings.
8. All plants shall be installed in accordance with the specifications and drawings.
9. All plants shall be installed in accordance with the specifications and drawings.
10. All plants shall be installed in accordance with the specifications and drawings.

DEEDUCIOUS TREE PLANTING
SCALE: NTS

EVERGREEN TREE PLANTING
SCALE: NTS

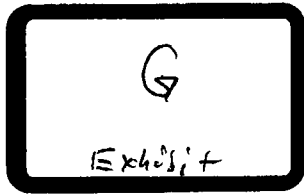
PERENNIAL & ORN. GRASS PLANTING
SCALE: NTS

SHRUB PLANTING DETAIL
SCALE: NTS

INISHOWEN, LLC
COMMERCIAL LANDSCAPE ARCHITECTURE
2015 PLYMOUTH AVENUE, SUITE 100
ANN ARBOR, MI 48106
734.769.1234
www.inishowen.com

Lannert Group
Landscape Architecture - Planning - Consulting
2315 FULTON STREET
ANN ARBOR, MI 48106
734.769.1234
www.lannertgroup.com

PLANTING SPECIFICATIONS AND DETAILS
SCALE: NTS
L3



The Estates of Fox Chase

Option

Permit Fees:*

Plan Review Fee	<u>\$410.10</u>	@15%	\$2,734.00
Building Permit	<u>\$2,596.00</u>	██████ SF @ 0.55	sq. ft. example
Plumbing Inspection	<u>\$93.00</u>	(\$31.00 ea. - 3 new construction)	
Water Inspection	<u>\$20.00</u>	\$	20.00
Occupancy Permit	<u>\$25.00</u>		\$25.00
Water Connection (1")	<u>\$2,200.00</u>		\$2,200.00
Meter/MXU	<u>\$500.00</u>		\$500.00
Fox Metro	<u>\$1,650.00</u>	Receipt	

Land Cash Fees:

School Land Cash	<u> </u>	\$1,601.67 3bdr, \$2,663.19 4bdr, \$1,833.83 5bdr
Park Land Cash	<u> </u>	\$1887.55 3bdr, \$2,451.05 4 bdr, \$2,670.46 5bdr

Transition Fees:

Village	<u>\$1,000.00</u>	per annexation agreement
District 308 Impact Fees	<u>\$2,500.00</u>	
Oswego Fire Protection	<u>\$0.00</u>	183 paid
Oswegoland Park District	<u>\$0.00</u>	
Oswego Public Library	<u>\$0.00</u>	85 paid
Water Recapture	<u>\$375.88</u>	
Road Resurfacing Recapture	<u>\$2,100.00</u>	paid at Certificate of Occupancy

Total Fees Due: _____

* Fees are subject to increase in conformance with paragraph 7.1 of the Development Agreement.

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)
AND WILL) 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 APPROVING A DEVELOPMENT AGREEMENT FOR THE ESTATES OF FOX CHASE DEVELOPMENT LOCATED IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Development Agreement – Estates of Fox Chase)

which Ordinance was duly adopted by said Board of Trustees at a regular meeting held on the 16th day of May, 2017, approved by the Village President on the 16th day of May, 2017 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 17th day of May, 2017.

Tina Touchette

Tina Touchette, Village Clerk
Village of Oswego



AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: September 15, 2020

SUBJECT: Minor Amendment to Lot 2 of Dattoli Subdivision (McDonalds)

ACTION REQUESTED:

Approve an ordinance granting a Minor Amendment to the Final Planned Unit Development (PUD) for Dattoli Subdivision Lot 2 to allow for certain changes to the elevation plans.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
8/28/2006	Village Board	Ordinance No. 06-105 granting the approval of a Final Planned Unit Development (PUD) for McDonald’s Corporation in the Village of Oswego, Kendall County, Illinois (3417 Orchard Road, Dattoli Subdivision Lot 2

DEPARTMENT: Community Development

SUBMITTED BY: Natalie Zine, Planner

FISCAL IMPACT: N/A

BACKGROUND:

The subject property is located at 3417 Orchard Road and is also known as Lot 2 of the Dattoli Subdivision. The property is currently zoned B-3 Commercial Service and Wholesale District. A Final PUD for the property was approved in 2006 and allowed for the construction of a McDonalds. The PUD ordinance included elevation plans. Section 14 of the Village Zoning Ordinance provides that “a change to exterior elevations of buildings which alter rooflines, building materials, approved color schemes, or result in a change in architectural style” shall require a Minor PUD Amendment. Therefore, the applicant is requesting a Minor PUD Amendment to allow for a change in the building’s color scheme and materials.

DISCUSSION:

The applicant, Lingle Design Group, on behalf of McDonalds, is requesting approval of a Minor Amendment to allow for certain changes to the building elevations of the McDonalds restaurant.

The proposed improvements include tuck pointing and repairing all existing masonry, replacing the metal fascia, and replacing the EIFS with fiber cement panels (“Vintage Wood – Cedar”). All existing signage and lighting will remain as well as all existing windows.

Existing Elevations



Proposed Elevations & fiber cement sample



RECOMMENDATION:

Staff is of the opinion that the proposed changes are consistent with the intent of the Final PUD, align with the rebranding of the McDonalds stores, and would provide a fresh updated look for this McDonalds location.

Therefore, staff recommends the Village Board approve an ordinance granting a Minor Amendment to the Final Planned Unit Development (PUD) for Dattoli Subdivision Lot 2 to allow for certain changes to the elevation plans.

ATTACHMENTS:

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

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

ORDINANCE NO. 20 -- __

AN ORDINANCE GRANTING A MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR DATTOLI SUBDIVISION LOT 2 TO ALLOW FOR CERTAIN CHANGES TO THE ELEVATION PLANS AT 3417 ORCHARD ROAD IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Project #1079.20 – McDonalds – Minor PUD Amendment – 3417 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 this pamphlet form by authority of the President and Board of Trustees of the Village of Oswego on ____, 2020.

AN ORDINANCE GRANTING A MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR DATTOLI SUBDIVISION LOT 2 TO ALLOW FOR CERTAIN CHANGES TO THE ELEVATION PLANS AT 3417 ORCHARD ROAD IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Project #1079.20 – McDonalds – Minor PUD Amendment – 3417 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, Lingle Design Group, on behalf of McDonalds, has submitted a request to amend the Final Planned Unit Development (PUD) for Dattoli Subdivision Lot 2 commonly known as 3417 Orchard Road to allow for certain changes to the elevation plans; and

WHEREAS, the Final Planned Unit Development (PUD) for McDonald’s Corporation was approved on August 28, 2006 by Ordinance No. 06-105 (Document #200600035343); and

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

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

Section 1: That the recitals set forth above are incorporated here by reference, and the a request to amend the Final Planned Unit Development (PUD) for Dattoli Subdivision Lot 2 commonly known as 3417 Orchard Road to allow for certain changes to the elevation plans, is approved and that the Village Clerk is hereby directed to record with the Kendall County Clerk a certified copy of this Ordinance, together with an accurate map of the property hereby rezoned and made a part hereof, identified and enumerated on the following exhibits:

Exhibit A: Legal Description

Exhibit B: Location Map

Exhibit C: Revised McDonalds Elevations

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this ___ day of ____ 2020.

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

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

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

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

AN ORDINANCE GRANTING A MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR DATTOLI SUBDIVISION LOT 2 TO ALLOW FOR CERTAIN CHANGES TO THE ELEVATION PLANS AT 3417 ORCHARD ROAD IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Project #1079.20 – McDonalds – Minor PUD Amendment – 3417 Orchard Road)

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 DATTOLI SUBDIVISION, VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS.

Commonly known as: 3417 Orchard Road

DRAFT

3417 Orchard Road



3417

Date Printed: 9/9/2020



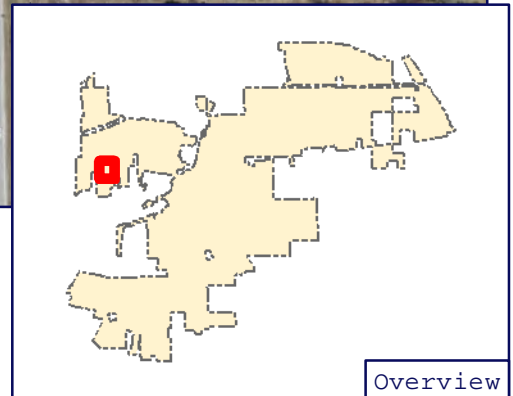
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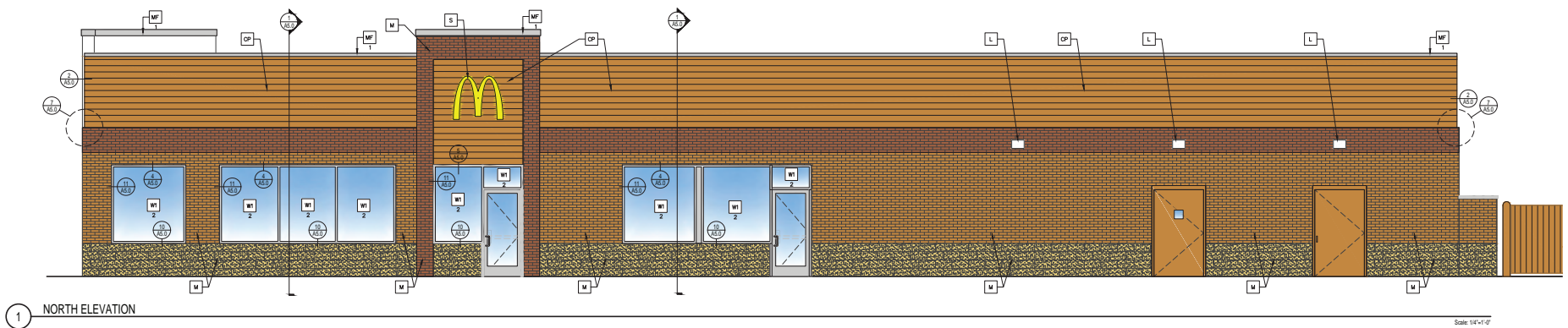
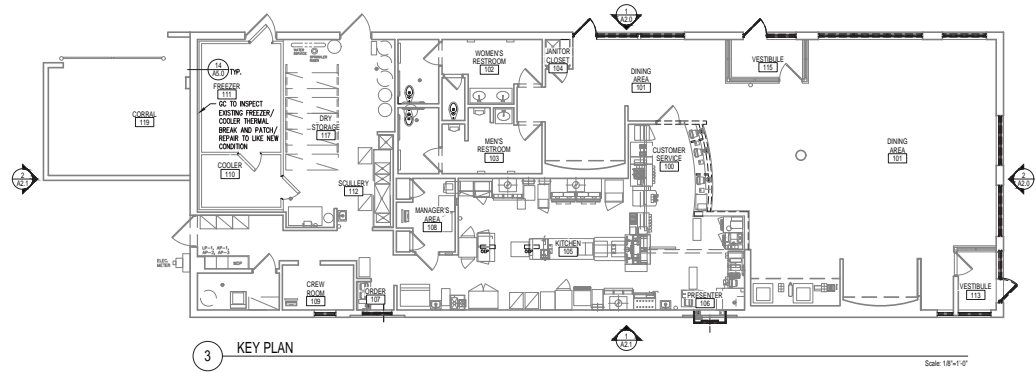
Feet



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



Overview



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STATE ID:	NATIONAL:
1222591	312128
PROJECT:	DATE:
20-271	08/04/20
DRAWN BY:	CHECKED BY:
JK	CLL

REVISIONS

08/04/2020 - REVIEW SET
△
△
△
△
△

CLIENT

McDonald's USA, LLC

ADDRESS

3417 ORCHARD RD
OSWEGO, IL 60543

SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER:

A2.0

ELEVATION KEY NOTES:

COLOR SCHEME: STEEL SCHEME

CP	FIBER CEMENT PANEL BY NICHIA VINTAGE WOOD - CEDAR JOINT CAULK: 100 GRADE COLOR: 052066 CONTACT: MATT STEPHENSON (770) 805-8466
L	EXISTING LIGHT FIXTURE TO REMAIN
W	TUCK POINT AND REPAIR ALL EXISTING MASONRY AS REQUIRED AND BRING TO LIKE NEW CONDITION
MF	METAL FASIA (COLOR: CITYSCAPE) X = TYPE 1 = PRE-FAB ANCHOR-SITE FASIA
2	EXISTING SIGNS TO BE REINSTALLED - REPLACE ONLY AS NECESSARY
W1	NEW STOREFRONT AND GLAZING X-1 = NEW STOREFRONT AND GLAZING - SEE ASSEMBLY NOTES 2 = EXISTING WINDOW TO REMAIN



© ALL DRAWINGS AND WRITTEN MATERIAL CONTAINED HEREIN ARE THE PROPERTY OF THE LINDSAY DESIGN GROUP, INC. THEY MAY NOT BE REPRODUCED, COPIED, REPRODUCED, OR DISCLOSED IN ANY MANNER WITHOUT WRITTEN PERMISSION FROM THE ARCHITECT.



STATE ID: 00112055
PROJECT: 20-271
DRAWN BY: JK
NATIONAL: 312259
DATE: 08/04/20
CHECKED BY: CLL

REVISIONS

DATE	REVISION
08/04/2020	REVIEW SET

CLIENT

**McDonald's
USA, LLC**

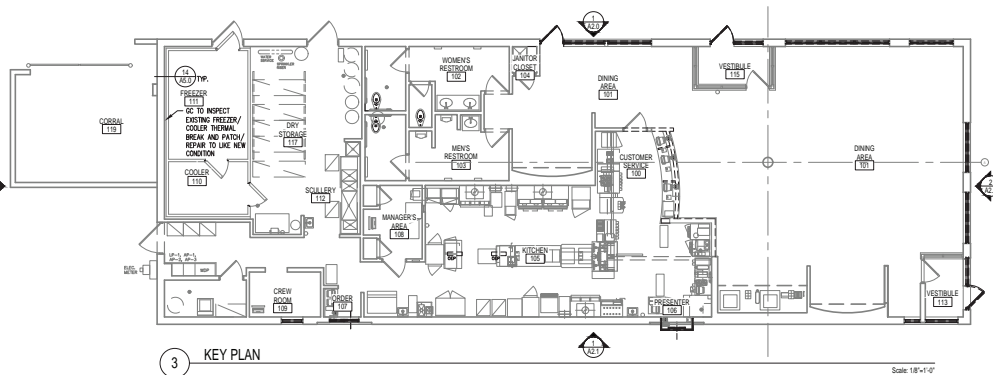
ADDRESS
3417 ORCHARD RD
OSWEGO, IL 60543

SHEET TITLE

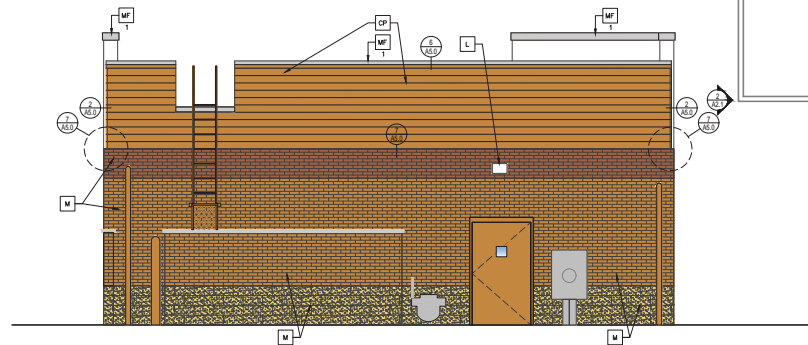
EXTERIOR
ELEVATIONS

SHEET NUMBER

A2.1

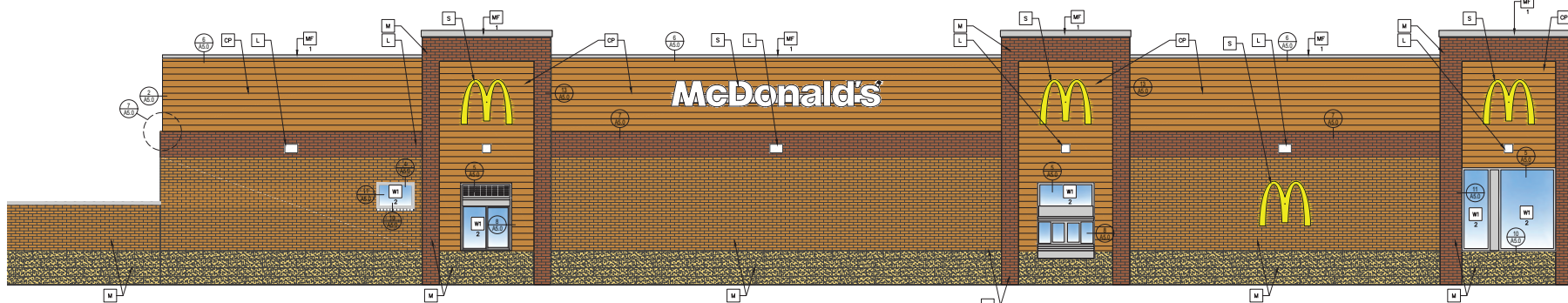


3 KEY PLAN



2 WEST ELEVATION

Scale: 1/4\"/>



1 SOUTH ELEVATION

Scale: 1/4\"/>

ELEVATION KEY NOTES:

- COLOR SCHEME: STEEL SCHEME
- CP FIBER CEMENT PANEL BY MICHIA
VINTAGE WOOD - CEDAR
JOINT CAULK: OS QUAID COLOR 02096
CONTACT: MATT STEPHENSON (770) 805-9466
- L EXISTING LIGHT FIXTURE TO REMAIN
- M TUCK POINT AND REPAIR ALL EXISTING MASONRY
AS REQUIRED AND BRING TO LIKE NEW CONDITION
- MF METAL FASIA (COLOR: CITYSAFE)
X-TYPE:
1 = PRE-FAB ANCHOR-TITE FASIA
- S EXISTING SIGNS TO BE REINSTALLED - REPLACE ONLY AS
NECESSARY
- W1 NEW STOREFRONT AND GLAZING
X-1 = NEW STOREFRONT AND GLAZING -
SEE ASSEMBLY NOTES
2 = EXISTING WINDOW TO REMAIN



AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: September 15, 2020

SUBJECT: Scoreboards Sports Pub, Inc.- Decrease Class “A-1” Liquor and Video Gaming License

ACTION REQUESTED:

Consideration to decrease a Class “A-1” liquor and video gaming license for Scoreboards Sports Pub, Inc. located at 1100 Douglas Road.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

N/A

DISCUSSION:

Scoreboards Sports Pub, Inc (commonly known as Scoreboards) located at 1100 Douglas Road has closed. The attached ordinances decrease the Class “A-1” liquor and video gaming licenses and updates Village Code.

RECOMMENDATION:

Staff is recommending the approval of two ordinances to decrease a Class “A-1” liquor and video gaming license for Scoreboards Sports Pub, Inc. located at 1100 Douglas Road.

ATTACHMENTS:

- Ordinances

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

ORDINANCE NO. 20 - __

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

(Scoreboards Sports Pub, Inc., 1100 Douglas Road; Decrease Class “A-1” Liquor License)

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

This 15th day of September 2020

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

ORDINANCE NO. 20 - __

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

(Scoreboards Sports Pub, Inc., 1100 Douglas Road; Decrease Class “A-1” Liquor License)

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

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

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

WHEREAS, Scoreboards Sports Pub, Inc. has closed.

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

Section 1: That the recitals set forth above are incorporated here by reference, and the ordinance is approved to decrease the number of Class “A-1” liquor licenses from five (5) to four (4) licenses. That Title 3-7 of the Village Code of the Village of Oswego are hereby amended as follows:

3-7-11: NUMBER OF LIQUOR LICENSES:

(A) There shall be no more than the following licenses in effect at any one time:

There shall be no more than four (4) Class A-1 licenses in effect at any one time.

There shall be no more than zero (0) Class A-2 licenses in effect at any one time.

There shall be no more than three (3) Class A-3 licenses in effect at any one time.

There shall be no more than seventeen (17) Class B-1 licenses in effect at any one time.

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

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

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

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

There shall be no more than four (4) Class F-1 licenses in effect at any one time.

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

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 15th day of September 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 15th day of September 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 7 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(Scoreboards Sports Pub, Inc., 1100 Douglas Road; Decrease Class "A-1" Liquor License)

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

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

ORDINANCE NO. 20 - ____

**ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

Video Gaming

(Scoreboards Sports Pub, Inc., 1100 Douglas Road; Decrease Class “A-1” Video Gaming License)

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

This 15th day of September 2020

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

ORDINANCE NO. 20 - __

**ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**Video Gaming
(Scoreboards Sports Pub, Inc., 1100 Douglas Road; Decrease Class “A-1” Video Gaming License)**

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

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

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

WHEREAS, Scoreboards Sports Pub, Inc. has closed.

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

Section 1: That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class “A-1” video gaming licenses from five (5) to four (4) licenses. That Section 3-31-9 of the Village Code of the Village of Oswego is hereby amended as follows:

3-31-9: NUMBER OF VIDEO GAMING LICENSES:

(A) There shall be no more than the following licenses in effect at any one time:

There shall be no more than four (4) Class A-1 licenses in effect at any one time.
There shall be no more than zero (0) Class A-2 licenses in effect at any one time.
There shall be no more than three (3) Class A-3 licenses in effect at any one time.
There shall be no more than two (2) Class B-2 licenses in effect at any one time.
There shall be no more than zero (0) Class F-2 licenses in effect at any one time.
There shall be no more than one (1) Class C licenses in effect at any one time.

There shall be no more than one (1) Class D licenses in effect at any one time.
There shall be no more than two (2) Class E licenses in effect at any one time.
There shall be no more than one (1) Class G licenses in effect at any one time.
There shall be no more than one (1) Class N licenses in effect at any one time.

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 15th day of September 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 15th day of September 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

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

ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

Video Gaming
(Scoreboards Sports Pub, Inc., 1100 Douglas Road; Decrease Class "A-1" Video Gaming License)

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: September 15, 2020

SUBJECT: Tuscan Tavern Oswego, Inc., d.b.a. Tuscan Tavern- Decrease Class “C”
Liquor License

ACTION REQUESTED:

Consideration to decrease a Class “C” liquor license for Tuscan Tavern Oswego, Inc., d.b.a. Tuscan Tavern located at 4571 Route 71.

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:

Tuscan Tavern Oswego, Inc., d.b.a. Tuscan Tavern located at 4571 Route 71 has closed. The attached ordinance decreases their Class “C” liquor license and updates Village Code.

RECOMMENDATION:

Staff is recommending the approval an ordinance to decrease a Class “C” liquor license for Tuscan Tavern Oswego, Inc., d.b.a. Tuscan Tavern located at 4571 Route 71.

ATTACHMENTS:

- Ordinance

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

ORDINANCE NO. 20 - __

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

**(Tuscan Tavern Oswego, Inc., d.b.a. Tuscan Tavern, 4571 Route 71; Decrease Class “C” Liquor
License)**

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

This 15th day of September 2020

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

ORDINANCE NO. 20 - __

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

(Tuscan Tavern Oswego, Inc., d.b.a. Tuscan Tavern, 4571 Route 71; Decrease Class “C” Liquor License)

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

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

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

WHEREAS, Tuscan Tavern Oswego, Inc., d.b.a. Tuscan Tavern has closed.

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

Section 1: That the recitals set forth above are incorporated here by reference, and the ordinance is approved to decrease the number of Class “C” liquor licenses from eighteen (18) to seventeen (17) licenses. That Title 3-7 of the Village Code of the Village of Oswego are hereby amended as follows:

3-7-11: NUMBER OF LIQUOR LICENSES:

(A) There shall be no more than the following licenses in effect at any one time:

There shall be no more than four (4) Class A-1 licenses in effect at any one time.

There shall be no more than zero (0) Class A-2 licenses in effect at any one time.

There shall be no more than three (3) Class A-3 licenses in effect at any one time.

There shall be no more than seventeen (17) Class B-1 licenses in effect at any one time.

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

There shall be no more than seventeen (17) Class C licenses in effect at any one time.

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

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

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

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 15th day of September 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 15th day of September 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 7 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(Tuscan Tavern Oswego, Inc., d.b.a. Tuscan Tavern, 4571 Route 71; Decrease Class "C" Liquor License)

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: September 15, 2020

SUBJECT: Poise Dance Center Special Use Permit

ACTION REQUESTED:

Approval of an ordinance granting a Special Use Permit to allow for the operation of a dance school in the M-1 Limited Manufacturing District.

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission is scheduled to review the request at a Public Hearing on September 10, 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 September 15, 2020.

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken

DEPARTMENT: Community Development

SUBMITTED BY: Natalie Zine

FISCAL IMPACT:

N/A

BACKGROUND:

The subject property is currently zoned M-1 Limited Manufacturing District and is generally located at 39 Stonehill Road, Unit E.

“Schools; music, dance, business, commercial or trade” are considered permitted uses in the B-3 Commercial Service & Wholesale District and are therefore permitted as a Special Use in the M-1 Limited Manufacturing District provided the Performance Standards of Section 9.03 can be met in their entirety. Therefore, the applicant is requesting a special use permit to operate a dance school in the M-1 Limited Manufacturing District.

DISCUSSION:

The property is currently improved with one multi-tenant building with a mix of businesses including CrossFit Oswego and Impact Sports Rehab & Chiropractic as well as parking in the front and rear of the building. The proposed dance school business is generally consistent with the existing mix of uses.

The dance school will offer a variety of dance classes for students aged 6-17+, however there will only be a single “studio” and the classes will therefore be taught one at a time. The maximum number of students in a class will be 15, with one instructor. The hours of operation are primarily in the evening during the week starting no earlier than 6pm, and during the day on the weekends. These hours should be opposite to the chiropractor office and complimentary to the CrossFit gym as well.

The Zoning Ordinance does not directly address parking requirements for dance schools but could be regulated with either “One (1) parking space for each three (3) auditorium seats” or “One (1) parking space for each employee, plus ten (10) spaces for each one hundred (100) pupils” based on Section 12.00 of the Zoning Ordinance. One parking space per 3 pupils would warrant 5 spaces plus one for the instructor, so 6 total spaces. Or, 1 space plus 1.5 spaces (0.1x15) which would equal 2.5 total spaces. However, the school should have a total of 18 spaces according to their lease agreement and therefore should have sufficient parking.

No additional landscaping will be required for the proposed special use and the business will be required to comply with the Village’s Sign Ordinance for any future signage. Finally, staff believes the applicant has met the Standards for a Special Use as included in this report. The proposed dance school will be compatible with the surrounding uses in the area.

RECOMMENDATION:

Staff is recommending approval of the Ordinance granting a Special Use Permit for a dance school in the M-1 Limited Manufacturing District.

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 DANCE SCHOOL IN THE
M-1 LIMITED MANUFACTURING DISTRICT AT 39 STONEHILL ROAD IN THE VILLAGE
OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

(Project #1075.19 – Poise Dance Center – Special Use Permit – 39 Stonehill 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 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 DANCE SCHOOL IN THE M-1 LIMITED MANUFACTURING DISTRICT AT 39 STONEHILL ROAD IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(Project #1075.19 – Poise Dance Center – Special Use Permit – 39 Stonehill 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, Melissa A. Gray submitted an application for a Special Use Permit to allow for the operation of a dance school at 39 Stonehill Road; and

WHEREAS, the property is currently zoned M-1 Limited Manufacturing District and is currently improved with one multi-tenant commercial building; and

WHEREAS, the Planning and Zoning Commission reviewed the request at a Public Hearing on September 10, 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.**

Poise Dance Center, Ltd. would be located in a centralized location for dance instruction and at an affordable price for dancers who want studio quality instruction.

- 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.**

Class sizes are small so high volumes of traffic and parking should not be an issue. Furthermore, classes will typically be held in the evening and weekends. Large end-of-year recitals would be held offsite to accommodate larger numbers of parents and students.

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

The proposed 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 properties.

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

Poise Dance Center, Ltd.'s mission is to create a welcoming, family-centered environment for all students. This family-centered use encompasses Oswego's core values of Integrity, Accountability, Innovation, Pride in work performed, and contributes to the Community.

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

The building is ready for Poise Dance Center, Ltd.'s use, so upon approval by the Village, instruction would start immediately.

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 dance school, Poise Dance School, at 39 Stonehill Road, is approved, and that the Village Clerk is hereby directed to record with the Kendall County Clerk a certified copy of this Ordinance, together with an accurate map of the property hereby rezoned and made a part hereof, identified and enumerated on the following exhibits:

Exhibit "A"- Legal Description

Exhibit "B"- Location Map

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.

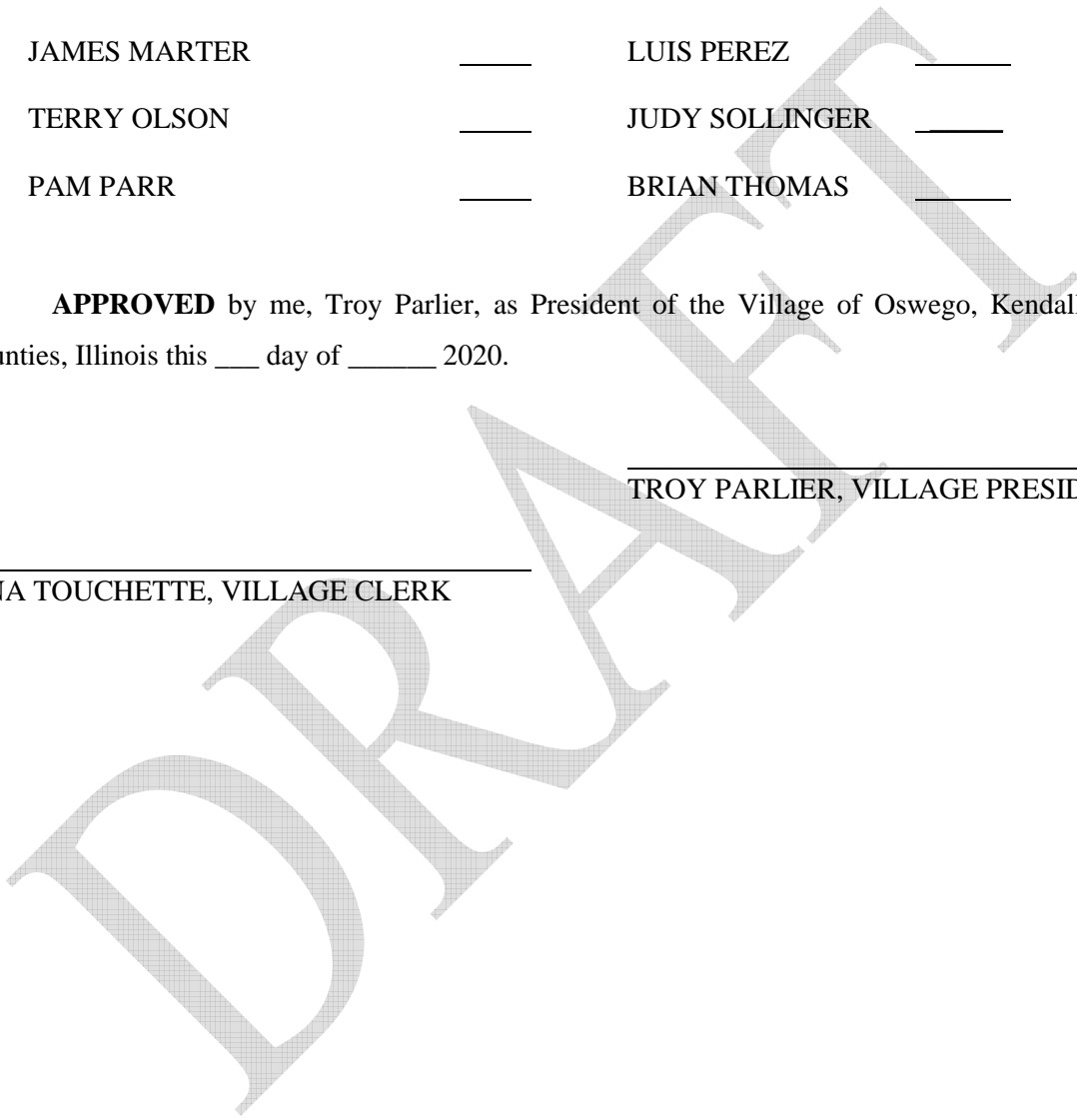
PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this __ day of ____ 2020.

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 DANCE SCHOOL IN THE M-1 LIMITED MANUFACTURING DISTRICT AT 39 STONEHILL ROAD IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(Project #1075.19 – Poise Dance Center – Special Use Permit – 39 Stonehill Road)

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 10 OF STONEHILL SUBDIVISION UNIT 2 VILLAGE OF OSWEGO IN KENDALL COUNTY,
ILLINOIS.

Commonly known as: 39 Stonehill Road

DRAFT

39 Stonehill Rd Suite E



Date Printed: 8/11/2020



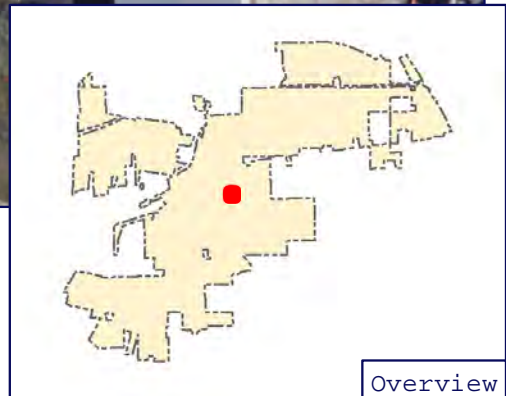
100



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. 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

STAFF REPORT

DATE: September 10, 2020

TO: Chairman and Planning & Zoning Commission

FROM: Natalie Zine, Planner

SUBJECT: Staff Report for the September 10 Special Planning & Zoning Commission Meeting
Poise Dance Center
Special Use Permit for a dance school
Project #1075.20

Applicant

Melissa A. Gray

Petition

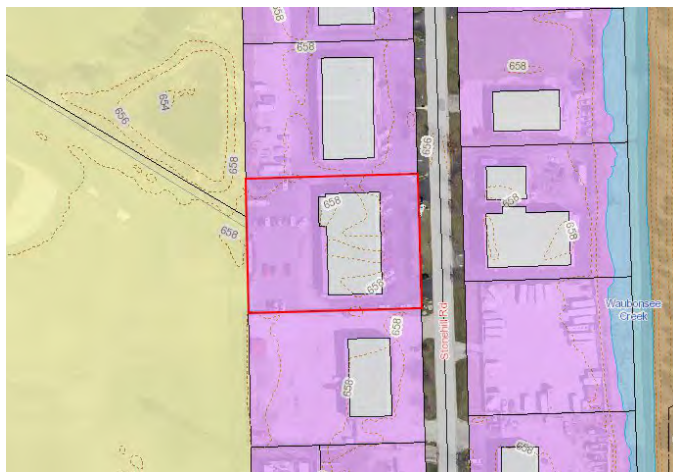
The applicant is requesting approval of a special use permit to allow for the operation of a dance school in the M-1 Limited Manufacturing District.

Existing Zoning, Land Use and Location

The subject property is currently zoned M-1 Limited Manufacturing District and is generally located at 39 Stonehill Road, Unit E.

Surrounding Zoning and Land Uses

NORTH: M-1 Limited Manufacturing District
SOUTH: M-1 Limited Manufacturing District
EAST: M-1 Limited Manufacturing District
WEST: R-1 Single Family Residence (Oswego High School)



Relationship to Village Comprehensive Plan

The proposed use is inconsistent with the Comprehensive Plan's designation of the area as "Light Industrial" but consistent with the other uses in the building including Crossfit Oswego and Impact Sports Rehab & Chiropractic.

Donation Requirements

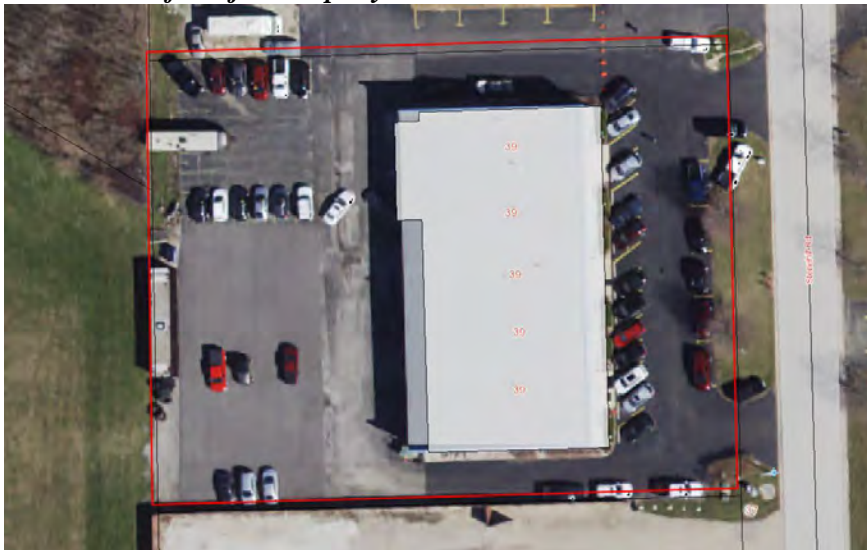
None.

Staff Analysis

"Schools; music, dance, business, commercial or trade" are considered permitted uses in the B-3 Commercial Service & Wholesale District and are therefore permitted as a Special Use in the M-1 Limited Manufacturing District provided the Performance Standards of Section 9.03 can be met in their entirety. Therefore, the applicant is requesting a special use permit to operate a dance school in the M-1 Limited Manufacturing District.

The property is currently improved with one multi-tenant building with a mix of businesses including CrossFit Oswego and Impact Sports Rehab & Chiropractic as well as parking in the front and rear of the building. The proposed dance school business is generally consistent with the existing mix of uses.

Aerial View of Subject Property – 39 Stonehill Road



The dance school will offer a variety of dance classes for students aged 6-17+, however there will only be a single "studio" and the classes will therefore be taught one at a time. The maximum number of students in a class will be 15, with one instructor. The hours of operation are primarily in the evening during the week starting no earlier than 6pm, and during the day on the weekends. These hours should be opposite to the chiropractor office and complimentary to the CrossFit gym as well.

The Zoning Ordinance does not directly address parking requirements for dance schools but could be regulated with either "One (1) parking space for each three (3) auditorium seats" or "One (1) parking space for each employee, plus ten (10) spaces for each one hundred (100) pupils" based on Section 12.00 of the Zoning Ordinance. One parking space per 3 pupils would warrant 5 spaces plus one for the instructor, so 6 total spaces. Or, 1 space plus 1.5 spaces (0.1x15) which would equal 2.5 total spaces.

However, the school should have a total of 18 spaces according to their lease agreement and therefore should have sufficient parking.

No additional landscaping will be required for the proposed special use and the business will be required to comply with the Village's Sign Ordinance for any future signage. Finally, staff believes the applicant has met the Standards for a Special Use as included in this report. The proposed dance school will be compatible with the surrounding uses in the area.

Special Use Standards

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

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

Poise Dance Center, Ltd. would be located in a centralized location for dance instruction and at an affordable price for dancers who want studio quality instruction.

- 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.**

Class sizes are small so high volumes of traffic and parking should not be an issue. Furthermore, classes will typically be held in the evening and weekends. Large end-of-year recitals would be held offsite to accommodate larger numbers of parents and students.

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

The proposed 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 properties.

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

Poise Dance Center, Ltd.'s mission is to create a welcoming, family-centered environment for all students. This family-centered use encompasses Oswego's core values of Integrity, Accountability, Innovation, Pride in work performed, and contributes to the Community.

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

The building is ready for Poise Dance Center, Ltd.'s use, so upon approval by the Village, instruction would start immediately.

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 dance school in the M-1 Limited Manufacturing District at 39 Stonehill Road.

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: September 15, 2020

SUBJECT: Minor Amendment to Lots 2 & 11 of Gerry Centennial Plaza (Meijer)

ACTION REQUESTED:

Approve an ordinance granting a Minor Amendment to the Final Planned Unit Development (PUD) for Gerry Centennial Plaza Lots 2 & 11 to allow for certain changes to the elevation plans.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
10/24/2005	Village Board	Ordinance No. 05-133 granting the approval of a Final Planned Unit Development (PUD) for Gerry Centennial Plaza Lots 2 & 11 in the Village of Oswego, Kendall County, Illinois

DEPARTMENT: Community Development

SUBMITTED BY: Natalie Zine, Planner

FISCAL IMPACT:

N/A

BACKGROUND:

The subject property is located at 2700 Route 34 in the Gerry Centennial Plaza and is currently zoned B-3 Commercial Service and Wholesale District. A Final PUD for the property was approved in 2005 and allowed for the construction of a Meijer Store on Lot 11 and a Meijer Convenience Store with five (5) fueling islands on Lot 2. The PUD ordinance included elevation plans with an approved color scheme and signs. Section 14 of the Village Zoning Ordinance provides that “a change to exterior elevations of buildings which alter rooflines, building materials, approved color schemes, or result in a change in architectural style” shall require a Minor PUD Amendment. Therefore, the applicant is requesting a Minor PUD Amendment to allow for a change in the buildings’ color scheme and approved signage.

DISCUSSION:

The applicant, Newco Design Build, on behalf of Meijer Inc, is requesting approval of a Minor Amendment to allow for certain changes to the building elevations of the Meijer store and the convenience store including painting the exteriors of both buildings and adding three (3) new signs to the Meijer store.

Elevation Color Changes

Both the Meijer store and the convenience store buildings are currently made up of a combination of red, blue, and beige stained brick imprinted precast, beige painted EIFS, red brick entry columns, and blue metal canopies, coping, and roof structures. The requested changes would include updating the canopies, coping, and roof structures from the existing shade of blue to “Interstate Blue” as well as painting the precast and EIFS varying shades of gray such as “Fawn Brindle” and “Colonnade Gray” (*See Revised Elevations*). These changes align with the Meijer brand’s new color palette and store remodels, see the example store below.

Existing Meijer Store Elevations



Existing Convenience Store Elevations



Example New Store Elevations (Manitowoc, WI)



New Signage

In addition to the new paint colors, the Meijer Store is requesting three (3) new signs for the main building including an “Oswego Meijer Express” sign for grocery pick-up and new “HOME” and “FRESH” signs above the two main entrances (*See New Sign Plans*).

Sign #1 – Oswego Meijer Express. This proposed sign is 5’-1 ½” by 4’-4” with a total sign surface area of approximately 16 square feet.

Sign #2 – HOME. This proposed sign is 5’ by 13’-3 ½” with a total sign surface area of approximately 66 square feet.

Sign #3 – FRESH. This proposed sign is 5’ by 14’-11 ½” with a total sign surface area of approximately 75 square feet.

In total, this equates to approximately 157 square feet of new signage for the Meijer store building. The existing Meijer logo sign is approximately 410 square feet and the Pharmacy Drive Up sign is approximately 55 square feet, equaling 465 square feet. The building’s façade is about 565 feet in length. Per the Village Sign Ordinance, the maximum amount of sign surface area on the front façade would be 565 square feet. The existing 465 SF of signage plus the proposed additional 157 SF, would equal 622 SF of total sign surface area, which exceeds the amount permitted per the Zoning Ordinance by 57 SF or about 10%.

RECOMMENDATION:

Staff is of the opinion that the proposed changes are consistent with the intent of the Final PUD for these lots, that they align with the rebranding of the Meijer stores, and would provide a fresh updated look for one of the Village’s primary grocery stores.

Therefore, staff recommends the Village Board approve an ordinance granting a Minor Amendment to the Final Planned Unit Development (PUD) for Gerry Centennial Plaza Lots 2 & 11 to allow for certain changes to the elevation plans.

ATTACHMENTS:

- Ordinance
- Exhibit A: Legal Description
- Exhibit B: Location Map
- Exhibit C.1: Revised Meijer Store Elevations
- Exhibit C.2: Revised Convenience Store Elevations
- Exhibit D.1: New Sign No. 1
- Exhibit D.2: New Sign No. 2
- Exhibit D.3: New Sign No. 3

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

ORDINANCE NO. 20 -- __

AN ORDINANCE GRANTING A MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR GERRY CENTENNIAL PLAZA LOTS 2 & 11 TO ALLOW FOR CERTAIN CHANGES TO THE ELEVATION PLANS AT 2700 AND 2720 ROUTE 34 IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Project #1077.20 – Meijer – Minor PUD Amendment – 2700 & 2720 Route 34)

**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 MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR GERRY CENTENNIAL PLAZA LOTS 2 & 11 TO ALLOW FOR CERTAIN CHANGES TO THE ELEVATION PLANS AT 2700 AND 2720 ROUTE 34 IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Project #1077.20 – Meijer – Minor PUD Amendment – 2700 & 2720 Route 34)

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

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

WHEREAS, the Village 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, Newco Design Build, on behalf of Meijer Inc, has submitted a request to amend the Final Planned Unit Development (PUD) for Gerry Centennial Plaza Lots 2 & 11 commonly known as 2700 and 2720 Route 34 to allow for certain changes to the elevation plans; and

WHEREAS, the Final PUD for Gerry Centennial Plaza Lots 2 & 11 was approved on October 24, 2005 by Ordinance No. 05-133 (Document #200500033749); and

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

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

Section 1: That the recitals set forth above are incorporated here by reference, and the a request to amend the Final Planned Unit Development (PUD) for Gerry Centennial Plaza Lots 2 & 11 commonly known as 2700 and 2720 Route 34 to allow for certain changes to the elevation plans as set forth in the attached exhibits, is approved and that the Village Clerk is hereby directed to record with the Kendall County Clerk a certified copy of this Ordinance, together with an accurate map of the property hereby rezoned and made a part hereof, identified and enumerated on the following exhibits:

Exhibit A: Legal Description

Exhibit B: Location Map

Exhibit C.1: Revised Meijer Store Elevations

Exhibit C.2: Revised Convenience Store Elevations

Exhibit D.1: New Sign No. 1

Exhibit D.2: New Sign No. 2

Exhibit D.3: New Sign No. 3

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

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

JAMES MARTER _____

LUIS PEREZ _____

TERRY OLSON _____

JUDY SOLLINGER _____

PAM PARR _____

BRIAN THOMAS _____

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

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

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

AN ORDINANCE GRANTING A MINOR AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR GERRY CENTENNIAL PLAZA LOTS 2 & 11 TO ALLOW FOR CERTAIN CHANGES TO THE ELEVATION PLANS AT 2700 AND 2720 ROUTE 34 IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

(Project #1077.20 – Meijer – Minor PUD Amendment – 2700 & 2720 Route 34)

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

LOTS 2 AND 11 OF GERRY PROPERTY PLANNED UNIT DEVELOPMENT, VILLAGE OF
OSWEGO, KENDALL COUNTY, ILLINOIS.

Commonly known as: 2700 and 2720 Route 34

DRAFT

2700 ROUTE 34



Date Printed: 9/9/2020



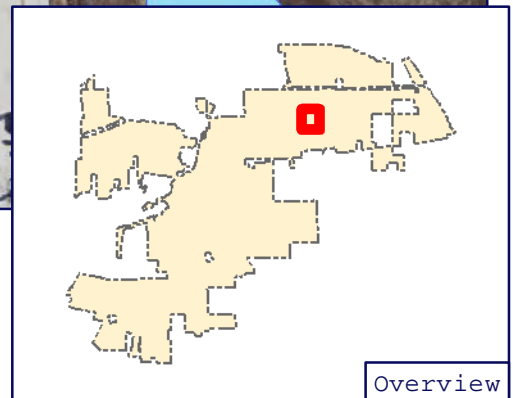
250



Feet



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Overview

2720 ROUTE 34



Date Printed: 9/9/2020



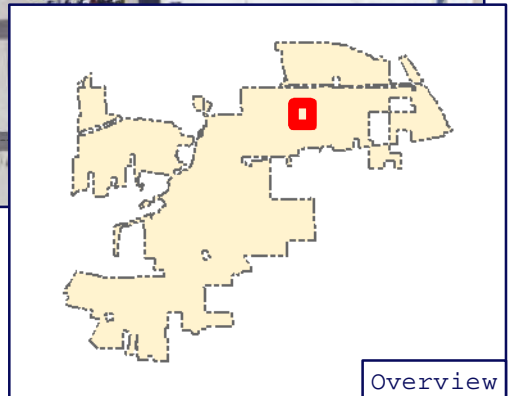
250



Feet



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Overview

Finish Legend	
DESCRIPTION	NOTES
02-0000 - INTERIORS WALL - BRN/CR	
03-0000 - INTERIORS FLOOR	
03-1000 - INTERIORS CEILING	
03-1100 - INTERIORS WALL	
03-1200 - INTERIORS CEILING	



Front Elevation
NO SCALE



Side Elevations
NO SCALE



Back Elevation
NO SCALE

NEWCO
design build LLC
4131 S. Robert Road
Channahon, IL 61018
(815) 404-2000
www.newco28.com



CLIENT: MEIJER
MEIJER BRAND REFRESH
PROJECT NO. 10-01370-239

#	DATE	ISSUED FOR

PROJECT NAME: MEIJER 239 BRAND REFRESH
2700 ROUTE 34 OSWEGO, IL 60943

SHEET NO. A200
EXTERIOR ELEVATION

Finish Legend	
SYMBOL	NOTES
PAVING AREA/PAVE BLEND - GRASS	
BRICK - BROWN	
BRICK - TAN	
BRICK - COGNAC/CRUISE	



Gas Station Elevations

NEWCO
design build LLC
111 Leggett Circle
Newcomer, IL 62450
(618) 441-1000
(618) 441-1001
www.newco28.com



PROJECT NO. **10-01370-239**

#	DATE	ISSUED FOR

#	DATE	ISSUED FOR

PROJECT NAME: **MELER 239 GAS STATION REFRESH**
 2720 ROUTE 34 OSWEGO, IL 60040
 SHEET TITLE: **Gas Station Exterior Elevation and Notes**

SHEET NO. **A200-GS**

SIGN #1

West Elevation - LED Face Lit Wall Logo - N4



Front Elevation
Scale: 3/4"=1'-0"



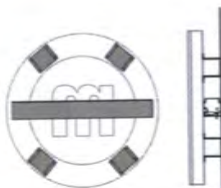
PROPOSED NEW EXPRESS SIGN:

LETTER SPECS:

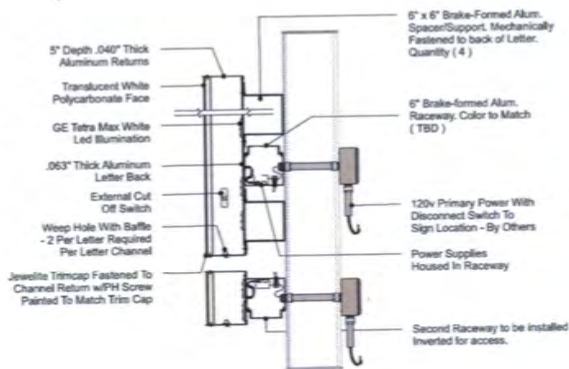
- FACES: .177 White polycarbonate
- TRIM CAP: 1" White Jewelite trim cap, painted as noted
- BACKS: .063" alum. - prefinished White interior
- RETURNS: 5" deep .040" alum. - prefinished White interior exterior painted as noted
- LIGHTING: GE Tetra Max White LED (Qty. & Layout by manufacturer)

GENERAL SPECS:

- Raceway Mounted Letters, Mechanical Fasteners As Req.
- 2 Penetrations Into The Wall For Conduits
- 120V primary electrical feed with disconnect by others
- Patch and Repair by others.



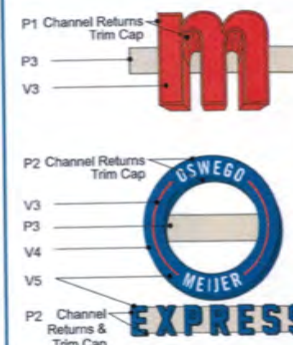
Reverse Side of Letter:
Aluminum Support Placement
Not To Scale



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- SIGN TYPE: -
QUANTITY: -
- ARTWORK
 PRODUCTION READY
 PRESENTATION ONLY
- FACE
 SINGLE
 DOUBLE
- MOUNTING
 FLUSH
 STAND-OFFS
- LIGHTING
 LIGHTED
 NON-LIGHTED
 TYPE: N/A
- DETAILS:
 RACEWAY
 COLOR: N/A

Special Notes

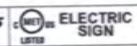


Color Specs

- P1 PMS 1797 RED
- P2 PMS 286c BLUE
- V3 3M 3630-33 RED VINYL
- V4 3M 3630-97 BRISTOL BLUE
- V5 3M Matte Blockout Film
- P3 TBD

Square Footage Table

SIGN AREA	SQUARE FOOTAGE
Total	16.08



THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 605 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



Client Review Status

Allen Industries, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision.

Approved Approved as Noted Revise & Resubmit

Name _____ Date _____

Date / Description	Notes	Initial
08-12-20 Create Production BB	AMS	-
08-26-20 production	SK	-
		-
		-
		-

Project Information

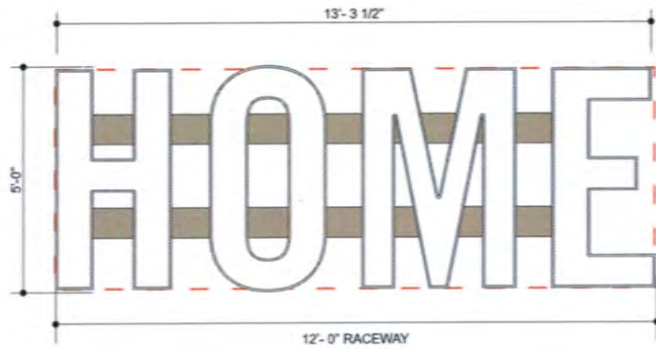
Client: Meijer # 239
 2700 US-34
 Oswego, IL 60543
 File: MJR239 Oswego, IL 300
 Sales House Design: AMS Pfl RB

Declaration

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SIGN #2

LED Face Lit "HOME" Letters - N2 Channel Letters on Raceway



Front Elevation
Scale: 3/8"=1'-0"



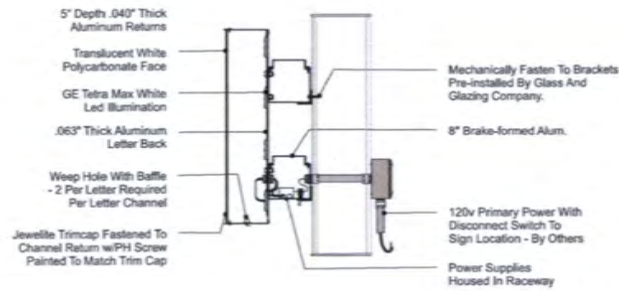
Side Elevation
Scale: 3/8"=1'-0"

- LETTER SPECS:**
- FACES:** .177 White polycarbonate
 - TRIM CAP:** 1" White Jewelite trim cap
 - BACKS:** .063" alum. - prefinished White interior
 - RETURNS:** 5" deep .040" White alum. Coil - Prefinished White interior
 - LIGHTING:** GE Tetra Max White LED (Qty. & Layout by manufacturer)
 - RACEWAY:** 8"h Brake-formed .063" Aluminum, Painted Akzo Nobel Brushed Aluminum

- GENERAL SPECS:**
- Raceway mounted existing Entrance Tower (Stucco)
 - LED power supplies contained within raceway
 - 120V primary electrical feed with disconnect by others



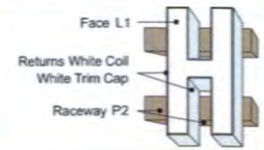
INSTALLED RENDERING NEW SIGN



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- SIGN TYPE:** -
QUANTITY: -
- ARTWORK**
- PRODUCTION READY
 - PRESENTATION ONLY
- FACE**
- SINGLE
 - DOUBLE
- MOUNTING**
- FLUSH
 - STAND-OFFS
- LIGHTING**
- LIGHTED
 - NON-LIGHTED
- DETAILS:**
- RACEWAY
 - TYPE: N/A
- COLOR: MATCH FACADE COLOR**

Special Notes



Color Specs

- L1 WHITE POLYCARBONATE
- P2 MATCH FACADE COLOR

Square Footage Table

SIGN AREA	SQUARE FOOTAGE
Total	66.06

Allen Industries **ELECTRIC SIGN** THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 605 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

meijer
24 hours

Client Review Status

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Approved Approved as Noted Revise & Resubmit

Name _____ Title _____ Date _____

Date / Description	Notes	Initial
08-12-20 Create Production RB	AMS	-
08-26-20 production	SK	-
		-
		-
		-

Project Information

Client: **Meijer # 239**
2700 US-34
Oswego, IL 60543

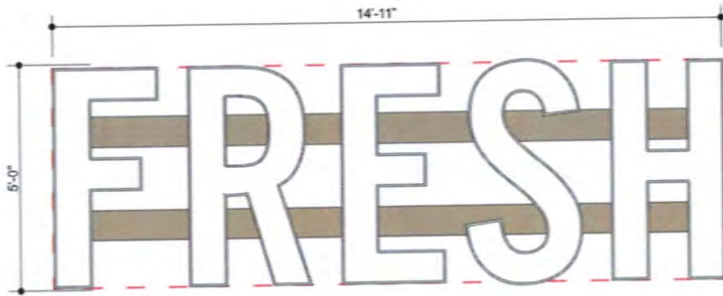
File: **MJR.239 Oswego, IL 300**
Sales: **House** Design: **AMS** PM: **RB**

Declaration

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SIGN #3

LED Face Lit "FRESH" Letters - N3 Channel Letters on Raceway



Front Elevation
Scale: 3/8"=1'-0"



Side Elevation
Scale: 3/8"=1'-0"

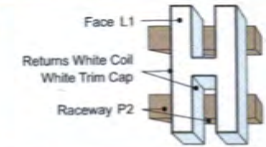
- LETTER SPECS:**
- FACES:** .177 White polycarbonate
 - TRIM CAP:** 1" White Jewelite trim cap
 - BACKS:** .063" alum. - prefinished White interior
 - RETURNS:** 5" deep .040" White alum. Coil - Prefinished White interior
 - LIGHTING:** GE Tetra Max White LED (Qty. & Layout by manufacturer)
 - RACEWAY:** 8" Brake-formed .063" Aluminum, Painted Akzo Nobel Brushed Aluminum

- GENERAL SPECS:**
- Raceway mounted existing Entrance Tower (Stucco)
 - LED power supplies contained within raceway
 - 120V primary electrical feed with disconnect by others

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- SIGN TYPE:** -
QUANTITY: -
- ARTWORK**
- PRODUCTION READY
 - PRESENTATION ONLY
- FACE**
- SINGLE
 - DOUBLE
- MOUNTING**
- FLUSH
 - STAND-OFFS
 - RACEWAY
- LIGHTING**
- LIGHTED
 - NON-LIGHTED
 - TYPE: N/A
- DETAILS:**
- COLOR: MATCH FACADE COLOR

Special Notes



Color Specs

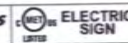
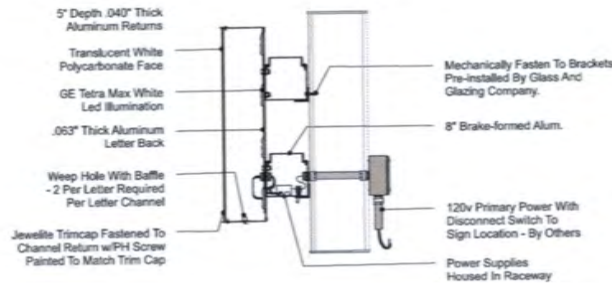
- L1 WHITE POLYCARBONATE
- P2 MATCH FACADE COLOR

Square Footage Table

SIGN AREA	SQUARE FOOTAGE
Total	74.58



INSTALLED RENDERING NEW SIGN



THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 606 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



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Approved Approved as Noted Revise & Resubmit

Name _____ Date _____

Title _____

Date / Description	Notes
08-12-20 Create Production BB	AMS SK
08-26-20 production	-
	-
	-
	-

Notes	Initial
-	-
-	-
-	-
-	-

Project Information

Client	Meijer # 239
	2700 US-34
	Oswego, IL 60543
File	MJR-239 Oswego, IL 300
Sales	House Design AMS PM RB

Declaration

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RESOLUTION NO. 20 - R - __

RESOLUTION RATIFYING THE VILLAGE PRESIDENT'S EXECUTIVE ORDERS AND EXTENDING THE DECLARATION OF LOCAL EMERGENCY AND DISASTER

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

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

WHEREAS, on March 16, 2020, Village President, Troy Parlier, declared a Local State of Emergency and a Disaster to assist residents and ease certain Village regulations during the COVID-19 outbreak; and

WHEREAS, on April 1, 2020, Governor J.B. Pritzker issued Executive Order No. 18 ("Extended Stay at Home Order"), in which he extended through April 30, 2020, his previous requirement that all non-essential business and operations cease; and

WHEREAS, on April 30, 2020, Governor J.B. Pritzker issued Executive Order No. 31 ("Extended Stay at Home Order"), in which he extended through May 29, 2020, his previous requirement that all non-essential business and operations cease; and

WHEREAS, on May 29, 2020, Governor J.B. Pritzker issued Executive Order No. 36 ("Restoring Illinois, Community Recovery Order"), in which he ended the Stay at Home Order and extended the statewide disaster declaration through June 26, 2020; and

WHEREAS, on June 26, 2020, Governor J.B. Pritzker issued Executive Order No. 41 ("Community Revitalization Order"), with the intent to safely and conscientiously resume and expand activities that were paused or limited and provide public health requirements for individuals, businesses, nonprofits and other organizations and extended the statewide disaster declaration through July 25, 2020; and

WHEREAS, on July 24, 2020, Governor J.B. Pritzker issued Executive Order No. 45 in which he considered the expected continuing of the spread of COVID-19 and the ongoing health and economic impacts over the coming month and he extended the statewide disaster declaration through August 22, 2020; and

WHEREAS, on August 21, 2020, Governor J.B. Pritzker issued Executive Order No. 48 in which he considered the expected continuing of the spread of COVID-19 and the ongoing health and economic impacts over the coming month and he extended the statewide disaster declaration through September 19, 2020; and

WHEREAS, it is in the best interest of the Village to approve and ratify the Village President's Executive Orders 2020-07 and 2020-11 and rescind Executive Order 2020-10.

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

SECTION 1. INCORPORATION OF RECITAL

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

SECTION 2. RATIFICATION AND RESCINDING OF EXECUTIVE ORDERS

The Village President's Executive Orders 2020-07 and 2020-11 are hereby approved and ratified and Executive Order 2020-10 is hereby rescinded by the Village Board of Trustees as actions and orders of the Village Board pursuant to its statutory and home rule authority.

SECTION 3. EXTENSION OF DECLARATION OF LOCAL EMERGENCY AND DISASTER

The Village Board hereby extends the Declaration of Local State of Emergency and Disaster through October 6, 2020.

SECTION 4. REPEALER

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

SECTION 5. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any provision invalid, all provisions not ruled invalid shall continue in full force and effect.

SECTION 6. EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, this 15th day of September 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 15th day of September 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 RATIFYING THE VILLAGE PRESIDENT'S EXECUTIVE
ORDERS AND EXTENDING THE DECLARATION OF LOCAL
EMERGENCY AND DISASTER**

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: September 15, 2020

SUBJECT: Concept Plan for Village Square, Project #1074.20

ACTION REQUESTED:

Approve a Concept Plan for the northwest corner of Route 31 and W. Washington Street otherwise known as “Village Square.”

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission is scheduled to review the request at their meeting on September 10, 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 September 15, 2020.

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
06/04/1990	Village Board	Per Ordinance No. 90-19 (Doc #910661), property was annexed into the Village of Oswego and zoned R-1 Single Family Residence and B-2 Community Shopping District.
05/08/2006	Village Board	Per Ordinance No. 06-55 (Doc #200700005003), the property was rezoned to R-4 General Residence District and B-2 Community Shopping District with two conditions.
05/08/2006	Village Board	Per Ordinance No. 06-56 (Doc #200700005004), a preliminary planned unit development and subdivision plat that allowed for the development of 65 townhouse units on Lot 1, residential retail and office use on Lot 2, and the future Oswego Village Hall on Lot 3 were approved by the Village Board with conditions.
01/22/2007	Village Board	Per Ordinance No. 07-22 (Doc #200700003949), revised final engineering and a final subdivision plat for the Village of Oswego and Inland Real Estate Development LLC were approved by the Village Board.
11/17/2009	Village Board	Per Resolution No. 09-R-41, the storm water detention calculations and final escrow payouts between the Village of Oswego and the Oswego Village Square Commercial Land, LLC and the Inland Real Estate Group, LLC were approved.

DEPARTMENT: Community Development

SUBMITTED BY: Natalie Zine, Community Development Planner

FISCAL IMPACT: The development would be required to pay development impact fees and land/cash fees, except for school fees since no school-aged children will be generated.

BACKGROUND:

The subject property referred to as Village Green is an approximately 11-acre vacant area located at the northwest corner of Route 31 and W Washington Street and is zoned R-4 General Residence District and B-2 Community Shopping District. (*See PZC Staff Report*)

In 2006 a preliminary planned unit development and subdivision plat for Inland Real Estate Development LLC were approved by the Village Board allowing for the development of 65 townhouse units on Lot 1, residential retail and office use on Lot 2, and the future Oswego Village Hall on Lot 3. The Village Hall was constructed, but the remainder of the property has been vacant since. Thus the applicant, Montgomery Senior Living, LLC, is requesting a review of a new concept plan for the subject property.

An applicant may submit a Conceptual Development Plan to the Planning & Zoning Commission and Village Board for tentative review in order to discover whether the Village will accept a Planned Unit Development of the type proposed at the site proposed. The Planning & Zoning Commission is scheduled to review the concept plan at their meeting on September 10, 2020. Staff can provide an update on their comments and recommendation. The Board is therefore asked to review the conceptual plan and proposed land uses, consider the Planning & Zoning Commissions recommendation and to approve, approve with recommended changes, or deny the concept plan.

If the concept is approved by the Village Board, the next process would be a complete review of a Preliminary/Final PUD Plat and Plan and Rezoning application with a public hearing at the Planning & Zoning Commission and a final vote at the Village Board. As part of the Preliminary/Final PUD staff would review more specific details such as lot sizes, setbacks, landscaping, building elevations, engineering and other documents as required through the PUD process.

DISCUSSION:

The proposed Oswego Village Senior Living Community will provide affordable housing with services for older adults in Oswego and surrounding communities. The proposed new development includes a senior living community offering three distinct levels of housing and care to serve area seniors. The main building, which will front onto the north and west sides of the Village Green, will house assisted living and memory care apartments along with associated amenity and support spaces. The remainder of the site, to the west of the main building, will accommodate a variety of independent living attached cottages and townhomes.

The site is currently vacant, having remained undeveloped since the early agricultural days of the community. The parcels and easements that comprise it will be combined and replatted to create a single lot approximately 11.18 acres in size, with frontage on Washington Street to the south and west, and a shared property line with the River Run residential subdivision to the north, in addition to the adjacent Village Hall property. Site access will be available from Washington Street with a new private road that will align with Presidential Boulevard as well as from the existing access on

Route 31 near the northeast corner of the site. It should be noted that the proposed site plan indicates a portion of the existing Parkers Mill right-of-way will need to be vacated by the Village and will be replaced by a private entrance to Washington Street at Presidential Boulevard. This will reduce future access to the Village Hall Complex. No formal discussions have taken place yet on compensation for the vacated right-of-way. If the Village Board supports the concept plan, staff can have the property appraised.

Site development will include a network of paved pedestrian walkways and internal vehicular roadways and drives; surface parking for residents, visitors and staff; and recreational and service areas to interconnect and serve the development. In order to better facilitate vehicular access to the new building, including an area for pick-up and drop-off, it is proposed to displace 38 angled parking spaces along the north and west sides of the Village Square. These spaces will be replaced with new spaces to be provided as part of the resident and visitor parking lot south of the main building.

The main building is proposed to be three stories in height for the wings facing the Village Green, with a two-story wing extending toward the west. The primary entrance will be across from the north end of the Village Green, with a secondary entrance for the Memory Care portion of the community at the south end of the building. Service access as well as staff parking will be on the north side of the building, and a secure outdoor garden for use by memory care residents will be situated southwest of the building's core. The first floor will contain common amenity, staff, and support spaces, along with the 29-unit/32-bed memory care households. In addition, a mixture of 66 studio, 1- and 2-bedroom assisted living units will occupy the second and third floors. Construction of the building will be wood frame (IBC Type V-A), clad with engineered wood and/or cement board siding, with an asphalt shingle pitched roof. Attention will be paid to ensuring that the finishes, color palette, and detailing of the main building will be compatible with and complementary to the Village Hall structure across the Village Green.

The independent living portion of the community will be situated west of the main building in order to be consistent in scale to the surrounding residential neighborhoods. This part of the development will include 16 2-bedroom townhouses grouped into 4-unit clusters, and 31 2-bedroom patio homes grouped into a series of duplex, triplex and quadplex structures. All independent living dwellings will be one story in height with one- or two-car attached garages. Building materials will be similar to those occurring on the main building. Adequate driveway length will be provided to permit parking a vehicle in front of each garage without protruding into the street, and additional scattered visitor parking will be provided. The independent living component of the community will be built out incrementally as commitments for the units are secured.

The proposed use is generally consistent with the Comprehensive Plan's designation of the area as "Downtown District". More specifically, this area is designated as Secondary Core / Transition

Area (Downtown District 2) and should allow for Residential, Small Office, and Retail with a maximum building height of 3 stories and no FAR or density requirements.

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

Estimated Development Fees are as follows:

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

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

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

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

RECOMMENDATION:

Staff is recommending approval of a concept plan for the northwest corner of Route 31 and W. Washington Street otherwise known as “Village Square”.

ATTACHMENTS:

- A. Location Map
- B. Conceptual Site Plan
- C. Conceptual Landscape Plan
- D. Conceptual Elevations
- E. Project Narrative
- F. Planning & Zoning Commission Staff Report

Oswego Village Senior Living Community



Date Printed: 8/11/2020



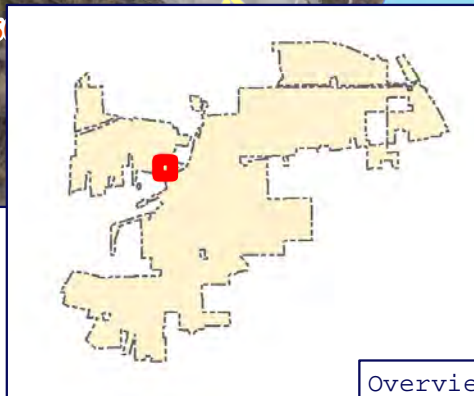
200



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.

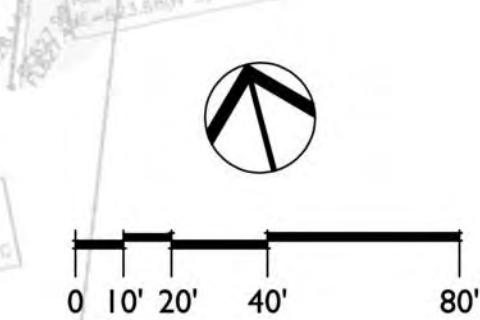


Overview

CONCEPTUAL SITE PLAN



ADA/Illinois Parking Stall with Wheel Stop, Markings/Striping, Truncated Dome Pavers and Signage, typical for 6 stalls
 Truncated Dome Pavers at Flush Curb per ADA, typical
 Concrete Curb/Gutter, typical



Site Data

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

Independent Living

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

Assisted Living

Studio:	5
One-Bedroom:	46
Two-Bedroom:	15

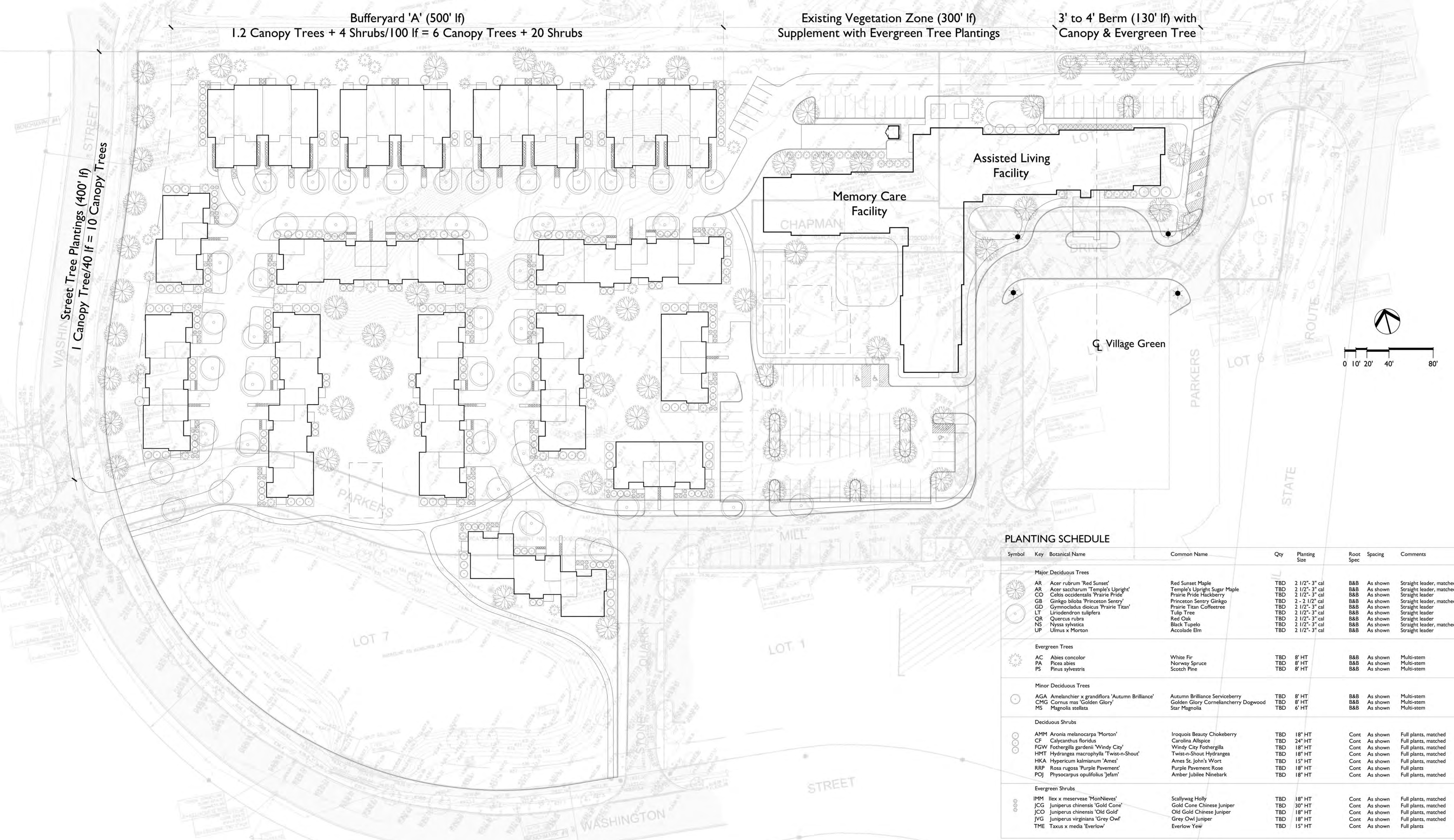
Memory Care

Studio:	26
Companion Suite:	3

AL-MC Facility Parking

Removed Stalls:	38
Proposed Stalls:	99
Net Stalls:	61

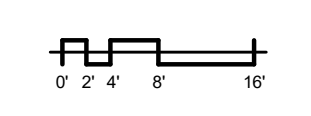
CONCEPTUAL LANDSCAPE PLAN



PLANTING SCHEDULE

Symbol	Key	Botanical Name	Common Name	Qty	Planting Size	Root Spec	Spacing	Comments
Major Deciduous Trees								
AR		Acer rubrum 'Red Sunset'	Red Sunset Maple	TBD	2 1/2" - 3" cal	B&B	As shown	Straight leader, matched
AR		Acer saccharum 'Temple's Upright'	Temple's Upright Sugar Maple	TBD	2 1/2" - 3" cal	B&B	As shown	Straight leader, matched
CO		Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	TBD	2 1/2" - 3" cal	B&B	As shown	Straight leader
GB		Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo	TBD	2 - 2 1/2" cal	B&B	As shown	Straight leader, matched
GD		Gymnocladus dioica 'Prairie Titan'	Prairie Titan Coffeetree	TBD	2 1/2" - 3" cal	B&B	As shown	Straight leader
LT		Liriodendron tulipifera	Tulip Tree	TBD	2 1/2" - 3" cal	B&B	As shown	Straight leader
QR		Quercus rubra	Red Oak	TBD	2 1/2" - 3" cal	B&B	As shown	Straight leader
NS		Nyssa sylvatica	Black Tupelo	TBD	2 1/2" - 3" cal	B&B	As shown	Straight leader, matched
UP		Ulmus x Morton	Accolade Elm	TBD	2 1/2" - 3" cal	B&B	As shown	Straight leader
Evergreen Trees								
AC		Abies concolor	White Fir	TBD	8" HT	B&B	As shown	Multi-stem
PA		Picea abies	Norway Spruce	TBD	8" HT	B&B	As shown	Multi-stem
PS		Pinus sylvestris	Scotch Pine	TBD	8" HT	B&B	As shown	Multi-stem
Minor Deciduous Trees								
AGA		Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	TBD	8" HT	B&B	As shown	Multi-stem
CMG		Cornus mas 'Golden Glory'	Golden Glory Corneliancherry Dogwood	TBD	8" HT	B&B	As shown	Multi-stem
MS		Magnolia stellata	Star Magnolia	TBD	6" HT	B&B	As shown	Multi-stem
Deciduous Shrubs								
AMM		Aronia melanocarpa 'Morton'	Iroquois Beauty Chokeberry	TBD	18" HT	Cont	As shown	Full plants, matched
CF		Calycanthus floridus	Carolina Allspice	TBD	24" HT	Cont	As shown	Full plants, matched
FGW		Fothergilla gardenii 'Windy City'	Windy City Fothergilla	TBD	18" HT	Cont	As shown	Full plants, matched
HMT		Hydrangea macrophylla 'Twist-n-Shout'	Twist-n-Shout Hydrangea	TBD	18" HT	Cont	As shown	Full plants, matched
HKA		Hypericum kalmianum 'Ames'	Ames St. John's Wort	TBD	15" HT	Cont	As shown	Full plants, matched
RRP		Rosa rugosa 'Purple Pavement'	Purple Pavement Rose	TBD	18" HT	Cont	As shown	Full plants
FOJ		Physocarpus opulifolius 'Jefam'	Amber Jubilee Ninebark	TBD	18" HT	Cont	As shown	Full plants, matched
Evergreen Shrubs								
IMM		Ilex x meserveae 'MonNieves'	Scallywag Holly	TBD	18" HT	Cont	As shown	Full plants, matched
JCG		Juniperus chinensis 'Gold Cone'	Gold Cone Chinese Juniper	TBD	30" HT	Cont	As shown	Full plants, matched
JCO		Juniperus chinensis 'Old Gold'	Old Gold Chinese Juniper	TBD	18" HT	Cont	As shown	Full plants, matched
JVG		Juniperus virginiana 'Grey Owl'	Grey Owl Juniper	TBD	18" HT	Cont	As shown	Full plants, matched
TME		Taxus x media 'Everlow'	Everlow Yew	TBD	15" HT	Cont	As shown	Full plants

EXTERIOR ELEVATIONS



MAIN BUILDING PERSPECTIVE



COTTAGES PERSPECTIVE



ROW HOUSES PERSPECTIVE



Oswego Village Senior Living Community

Conceptual Development Plan Project Narrative

August 5, 2020

The proposed Oswego Village Senior Living Community will provide a valuable and highly stable long-term asset to the Village of Oswego, satisfying the demand for local and affordable housing with services for older adults in Oswego and surrounding communities while also producing a community-oriented synergy with the adjacent Village Hall. Together, these civic amenities will complete and embrace the existing Village Green to create a true civic center “hub” for the Village of Oswego.

The proposed new development on the long-vacant site immediately north and west of the Oswego Village Hall and Village Green comprises a senior living community offering three distinct levels of housing and care to serve area seniors. The main building, which will front onto the north and west sides of the Village Green, will house assisted living and memory care apartments along with associated amenity and support spaces. The remainder of the site, to the west of the main building, will accommodate a variety of independent living attached cottages and townhomes. Site development will include a network of paved pedestrian walkways and internal vehicular roadways and drives; surface parking for residents, visitors and staff; and recreational and service areas to interconnect and serve the development. In order to better facilitate vehicular access to the new building, including an area for pick-up and drop-off, it is proposed to displace a certain amount of angled parking along the north and west sides of the Village Square. These spaces will be replaced with new spaces to be provided as part of the resident and visitor parking lot south of the main building.

The main building is proposed to be three stories in height for the wings facing the Village Green, with a two-story wing extending toward the west. The primary entrance will be across from the north end of the Village Green, with a secondary entrance for the Memory Care portion of the community at the south end of the building. Service access as well as staff parking will be on the north side of the building, and a secure outdoor garden for use by memory care residents will be situated southwest of the building’s core. The first floor will contain common amenity, staff, and support spaces, along with the 29-unit/32-bed memory care households. 66 studio, 1- and 2-bedroom assisted living units will occupy the second and third floors. Construction of the building will be wood frame (IBC Type V-A), clad with engineered wood and/or cement board siding, with an asphalt shingle pitched roof. Attention will be paid to ensuring that the finishes, color palette, and detailing of the main building will be compatible with and complementary to the Village Hall structure across the Village Green.

The independent living portion of the community will be situated west of the main building in order to be consistent in scale to the surrounding residential neighborhoods. This part of the development will include 16 2-bedroom townhouses grouped into 4-unit clusters, and 31 2-bedroom patio homes grouped into a series of duplex, triplex and quadplex structures. All independent living dwellings will be one story in height with one- or two-car attached garages. Building materials will be similar to those occurring on the main building. Adequate driveway apron depth will be provided to permit parking an additional vehicle in front of each garage, and additional scattered visitor parking will be provided. The independent living component of the community will be built out incrementally as commitments for the units are secured.

The site is currently vacant, having remained undeveloped since the early agricultural days of the community. The parcels and easements that comprise it will be combined and replatted to create a single lot approximately 11.18 acres in size, with frontage on Washington Street to the south and west, and a shared property line with the River Run residential subdivision to the north, in addition to the adjacent Village Hall property. Site access will be available from Washington Street as well as from Illinois Highway 31 near the northeast corner of the site.

STAFF REPORT

DATE: September 10, 2020

TO: Chairman and Planning & Zoning Commission

FROM: Natalie Zine, Planner

SUBJECT: Staff Report for the September 10, 2020 Planning & Zoning Commission Meeting
Senior Living Community Concept Plan
Concept Plan Review
Project #1074.20

Applicant

Montgomery Senior Living, LLC

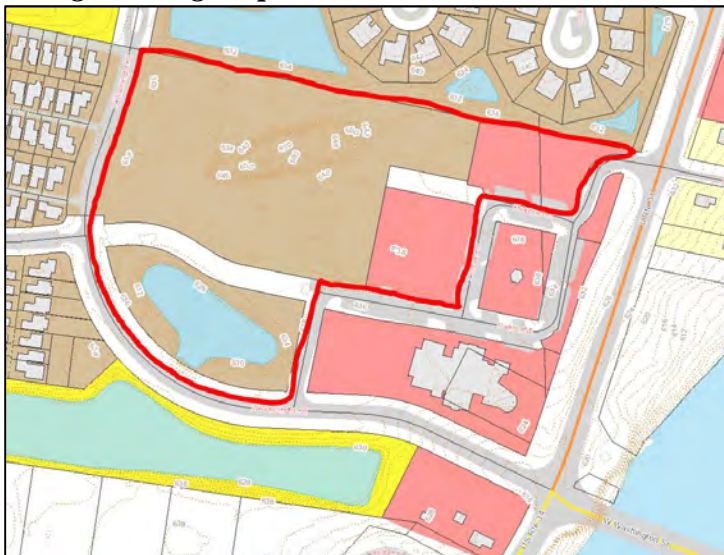
Petition

The applicant is requesting approval of a concept plan for the northwest corner of Route 31 and W. Washington Street otherwise known as “Village Square.”

Existing Zoning, Land Use and Location

The approximately 11-acre vacant subject property area is located at the northwest corner of Route 31 and W Washington Street and is zoned R-4 General Residence District and B-2 Community Shopping District.

Oswego Zoning Map



Surrounding Zoning and Land Uses

- NORTH: R-4 General Residence District (River Run Subdivision)
 SOUTH: R-4 General Residence District (Hometown Subdivision & Detention Pond)
 EAST: B-2 Community Shopping District (Village Hall / Village Green)
 WEST: R-4 General Residence District (Hometown Subdivision)

Relationship to Village Comprehensive Plan

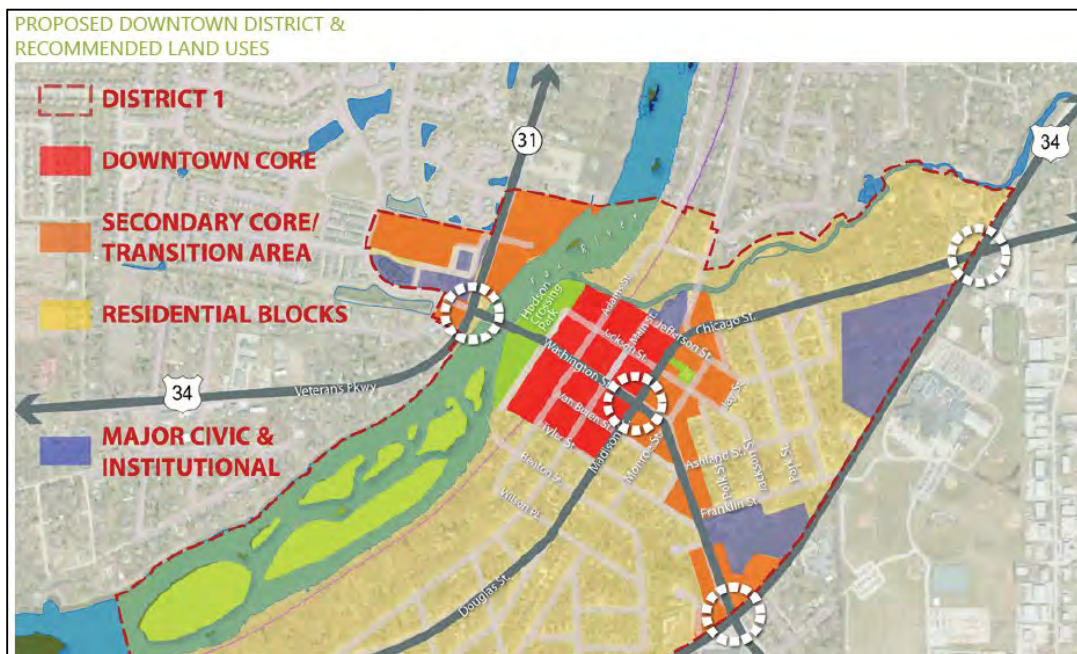
The proposed use is generally consistent with the Comprehensive Plan’s designation of the area as “Downtown District”. More specifically, this area is designated as Secondary Core / Transition Area (D2) and should allow for Residential, Small Office, and Retail with a maximum building height of 3 stories.

2015 Comprehensive Plan – “Downtown District”



LAND USE LEGEND

- AGRICULTURE
- PARKS/ OPEN SPACE
- CIVIC
- LARGE LOT RESIDENTIAL
- SINGLE FAMILY RESIDENTIAL
- MULTI-FAMILY RESIDENTIAL
- HIGH DENSITY
- DOWNTOWN DISTRICT
- MIX COMMERCIAL
- COMMERCIAL
- LIGHT INDUSTRIAL
- INDUSTRIAL



Donation Requirements

Cash in-lieu of dedication for Park District

Legislative History

- Per Ordinance No. 90-19 (Doc #910661), the property was annexed into the Village of Oswego and zoned R-1 Single Family Residence and B-2 Community Shopping District on June 4, 1990.
- Per Ordinance No. 06-55 (Doc #200700005003), the property was rezoned to R-4 General Residence District and B-2 Community Shopping District on May 8, 2006 with two conditions: 1) the execution of a real estate contract between the Village of Oswego and Oswego Village Square, LLC, and 2) the inclusion of additional parking along Washington Street at the time of Final PUD and Plat.
- Per Ordinance No. 06-56 (Doc #200700005004), a preliminary planned unit development and subdivision plat for Inland Real Estate Development LLC were approved by the Village Board on May 8, 2006. This allowed for the development of 65 townhouse units on Lot 1, residential retail and office use on Lot 2, and the future Oswego Village Hall on Lot 3. The following conditions were included in the approving ordinance: 1) The preliminary engineering comments and concerns generated by the Village Engineer shall be addressed and incorporated into final engineering plans, 2) the execution of a real estate contract between the Village of Oswego and Oswego Village Square, LLC, and 3) the inclusion of additional parking along Washington Street at the time of Final PUD and Plat.
- Per Ordinance No. 07-22 (Doc #200700003949), revised final engineering and a final subdivision plat for the Village of Oswego and Inland Real Estate Development LLC were approved by the Village Board on January 22, 2007.
- Per Resolution No. 09-R-41, the storm water detention calculations and final escrow payouts between the Village of Oswego and the Oswego Village Square Commercial Land, LLC and the Inland Real Estate Group, LLC were approved on November 17, 2009.

Staff Analysis

Zoning Entitlements & Process

An applicant may submit a Conceptual Development Plan to the Planning & Zoning Commission for tentative review and approval in order to discover whether the Village will accept a Planned Unit Development of the type proposed at the site proposed. The Planning & Zoning Commission is therefore asked to review the conceptual plan and proposed land uses and to provide a recommendation to the Village Board for general approval of the concept or recommended changes to the use or site layout.

If the project receives a positive recommendation, the next process would be a review of a Preliminary/Final PUD Plat and Plan and Rezoning application with a public hearing at the Planning & Zoning Commission. As part of the Preliminary/Final PUD staff would review more specific details such as lot sizes, setbacks, landscaping, building elevations, engineering and other documents as required through the PUD process. Staff believes a traffic study may also be warranted for this project.

Project Description

General

The proposed Oswego Village Senior Living Community will provide affordable housing with services for older adults in Oswego and surrounding communities. The proposed new development includes a senior living community offering three distinct levels of housing and care to serve area seniors. The main building, which will front onto the north and west sides of the Village Green, will house assisted living and memory care apartments along with associated amenity and support spaces. The remainder of the site, to the west of the main building, will accommodate a variety of independent living attached cottages and townhomes.

The site is currently vacant, having remained undeveloped since the early agricultural days of the community. The parcels and easements that comprise it will be combined and replatted to create a single lot approximately 11.18 acres in size, with frontage on Washington Street to the south and west, and a shared property line with the River Run residential subdivision to the north, in addition to the adjacent Village Hall property. Site access will be available from Washington Street with a new private road that will align with Presidential Boulevard as well as from the existing access on Route 31 near the northeast corner of the site. It should be noted that the proposed site plan indicates a portion of the existing Parkers Mill right of way will need to be vacated by the Village and will be replaced by a private entrance to Washington Street at Presidential Boulevard. This will reduce access to the Village Hall Complex.

Site Development

Site development will include a network of paved pedestrian walkways and internal vehicular roadways and drives; surface parking for residents, visitors and staff; and recreational and service areas to interconnect and serve the development. In order to better facilitate vehicular access to the new building, including an area for pick-up and drop-off, it is proposed to displace 38 angled parking spaces along the north and west sides of the Village Square. These spaces will be replaced with new spaces to be provided as part of the resident and visitor parking lot south of the main building.

Main Building

The main building is proposed to be three stories in height for the wings facing the Village Green, with a two-story wing extending toward the west. The primary entrance will be across from the north end of the Village Green, with a secondary entrance for the Memory Care portion of the community at the south end of the building. Service access as well as staff parking will be on the north side of the building, and a secure outdoor garden for use by memory care residents will be situated southwest of the building's core. The first floor will contain common amenity, staff, and support spaces, along with the 29-unit/32-bed memory care households. In addition, a mixture of 66 studio, 1- and 2-bedroom assisted living units will occupy the second and third floors. Construction of the building will be wood frame (IBC Type V-A), clad with engineered wood and/or cement board siding, with an asphalt shingle pitched roof. Attention will be paid to ensuring that the finishes, color palette, and detailing of the main building will be compatible with and complementary to the Village Hall structure across the Village Green.

Independent Living Community

The independent living portion of the community will be situated west of the main building in order to be consistent in scale to the surrounding residential neighborhoods. This part of the development will include 16 2-bedroom townhouses grouped into 4-unit clusters, and 31 2-bedroom patio homes grouped into a series of duplex, triplex and quadplex structures. All independent living dwellings will be one story in height with one- or two-car attached garages. Building materials will be similar to those occurring on the main building. Adequate driveway length will be provided to permit parking a vehicle in front of each garage without protruding into the street, and additional scattered visitor parking will be provided. The independent living component of the community will be built out incrementally as commitments for the units are secured.

Land Use & Community Impact

The proposed use is generally consistent with the Comprehensive Plan's designation of the area as "Downtown District". More specifically, this area is designated as Secondary Core / Transition Area (Downtown District 2) and should allow for Residential, Small Office, and Retail with a maximum building height of 3 stories and no FAR or density requirements.

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

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

Site Plan

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

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

Recommendation

Staff recommends the Planning and Zoning Commission recommend approval of a concept plan for the northwest corner of Route 31 and W. Washington Street otherwise known as “Village Square.”

Attachments

1. Location Map
2. Conceptual Site Plan
3. Conceptual Landscape Plan
4. Conceptual Elevations
5. Project Narrative