



NOTICE AND AGENDA

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

WILL BE HELD ON

October 20, 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 10-9-20.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

F. PUBLIC FORUM

G. STAFF REPORTS

H. CONSENT AGENDA

H.1 October 6, 2020 Committee of the Whole Minutes

[10-6-20 COTW.docx](#)

H.2 October 6, 2020 Regular Village Board Minutes

[10-6-20 RegVB.docx](#)

H.3 Resolution Authorizing the Final Acceptance of Public Improvements for the Springs at Oswego Effective October 21, 2020 and Release of Project Surety

[SQ102020.PBOT Springs at Oswego - Final Acceptance.docx](#)
[20-R-__ Final Acceptance of Springs at Oswego.docx](#)

H.4 Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #10 to the Construction Contract with H. Linden & Sons, Plano, IL, in the Amount of \$12,144.45 for the Construction of the Reserve at Hudson Crossing Public Improvements

[SQ0102020.pbot Reserve at Hudson Crossing Change Order #10.docx](#)
[20-R-_ Reserve at Hudson Crossing Change Order #10.docx](#)
[Exhibit A_CO10.pdf](#)

H.5 Resolution Authorizing the Execution of a Contract with Trico Mechanical Inc. for the Boiler Pump and Pipe Upgrades at 100 Theodore Drive in an Amount Not to Exceed \$28,420.

[Memo - Public Works Boiler Pump and Pipe Upgrades.docx](#)
[20-R-__ Trico Mechanical, Sugar Grove, IL, for the Public Works Facility Boiler Pump and Pipe Upgrades.docx](#)
[Exhibit A - Trico Mechanical Contract Documents.pdf](#)
[Exhibit B - Trico Mechanical Negotiations Email.pdf](#)
[Exhibit C - Bid Tab.pdf](#)

H.6 Resolution Authorizing Initial Acceptance of Public Improvements and Reduction of Project Surety for the Development at 113 Main St.; Effective November 1, 2020.

[SQ102020.PBOT 113 main - Initial Acceptance.docx](#)
[20-R-__ Initial Acceptance of 113 Main.docx](#)

I. BILL LIST

I.1 Approve Bill List Dated October 20, 2020 in the Amount of \$2,069,242.39.

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

J. OLD BUSINESS

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

[20-R-__ Resolution_Ratifying_Exec_Orders_Local_Emergency_Disaster_10-20-20.docx](#)

K. NEW BUSINESS

K.1 Fortune's Cafe

a) Ordinance Amending Title 3 Chapter 7; Increase Class "A-3" Liquor License for Fortune PLUS Oswego LLC, d.b.a. Fortune's Cafe Located at 2758 US Highway 34.

b) Ordinance Amending Title 3 Chapter 31; Increase Class "A-3" Video Gaming License for Fortune PLUS Oswego LLC, d.b.a. Fortune's Cafe Located at 2758 US Highway 34.

[Memo-Fortune's Cafe Liquor and Video Gaming License Request.docx](#)

[20-__ Increase Class A-3 Liquor License_Fortune's Cafe.docx](#)

[20-__Fortune's Cafe Increase Class A-3 Video Gaming License.docx](#)

[Exhibit A- Pre-Qualification Application_Fortune's Cafe.pdf](#)

[Exhibit B- Fortune_Proposed_Layout_Plan.pdf](#)

[Exhibit C- Fortune's Cafe Menu.pdf](#)

K.2

Ordinance Granting a Preliminary/Final Planned Unit Development to Allow for the Development of a Restaurant and Associated Site Improvements in the B-2 Community Shopping District at 11 S. Madison Street, Freddie's Off the Chain. Subject to Final Engineering Approval.

[1070.20_11 S. Madison Street_Freddie's Off the Chain_Prel-Fnl PUD_VB.10.20.2020.docx](#)

[Ord. 20- Freddie's Off the Chain.11 S. Madison Street.Prel-Fnl PUD.10.20.2020.docx](#)

[Exhibit B - Location Map.pdf](#)

[Exhibit C - Preliminary-Final PUD Plan.pdf](#)

[Exhibit D - Landscape Plan.pdf](#)

[Exhibit E - Building Elevations.pdf](#)

[1070.20_Freddie's Off the Chain_11 Madison Street_Prel-Fnl PUD.PC.07.30.20.docx](#)

[PZC special mtg minutes 7 30 20.doc](#)

K.3

Ordinance Proposing a Special Service Area 21-SSA-01 for Certain Properties in Block 11

[Block 11 SSA 1086.20 VB1.docx](#)

[Ord -- Proposing special service area -- Block 11 -- 10.13.20 4829-6478-9966.docx](#)

[Exhibit A Legal Description.docx](#)

[Exhibit B Location Map.pdf](#)

[Exhibit C Notice of Hearing.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

October 9, 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

**MINUTES OF A COMMITTEE OF THE WHOLE MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
October 6, 2020**

CALL TO ORDER

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

ROLL CALL

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

Board Members Absent: Trustee Luis Perez

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

PUBLIC FORUM

Public Forum was opened at 6:04 p.m. There was no one who requested to speak; the Public Forum was closed at 6:04 p.m.

OLD BUSINESS

There was no old business.

NEW BUSINESS

G.1 Overnight On-Street Parking Discussion

Chief Burgner addressed the Board regarding overnight parking. At the September 15, 2020 Village Board meeting, Trustee Marter requested an overview of the overnight on street parking restriction ordinance, the history behind it to provide information on the current parking exemption process. In February 2004, members of the Village Board requested that the Public Safety Committee discuss the idea of restricting parking on Village streets during overnight hours. Staff supported the concept of restricting overnight on street parking to assist with crime prevention, clear site lines on roadways and snow plowing. In June 2004, the Homeowner Confederation was advised that a few of the new subdivisions were restricting overnight parking on streets. The Village sent out surveys asking for residents to indicate if they were in support or against an overnight parking restriction on streets. The following are the results of the survey:

<u>Original Town</u>		<u>Rest of the Village</u>	
Yes	132	Yes	1852
No	120	No	1087
Undecided	2	Undecided	13

At the time the results were shared, the Village Board had been supporting the parking restriction in all new subdivisions that were developed over the prior year. This included Southbury, Ashcroft, Blackberry Knolls and

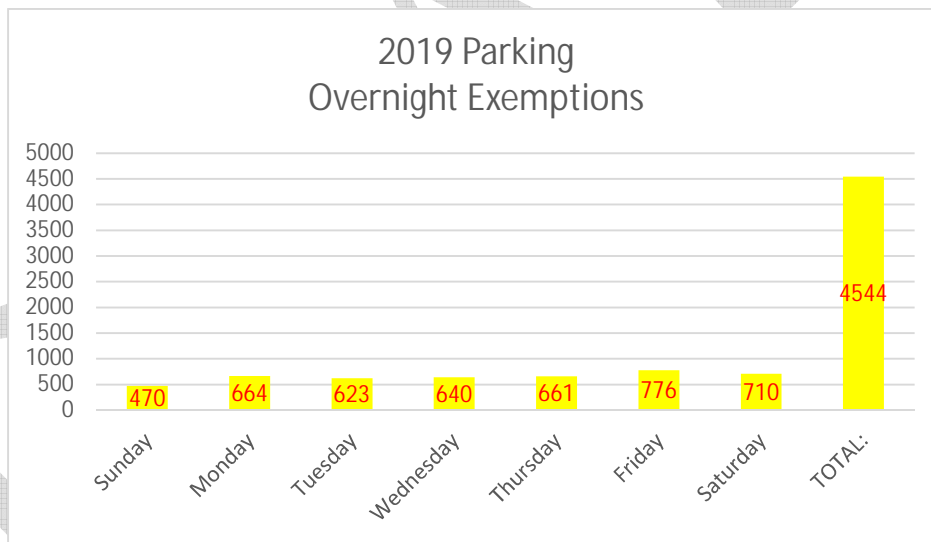
Churchill Club. On September 26, 2005, the Village Board passed an ordinance restricting overnight parking which went into effect on January 1, 2006.

Police Department

The police department has been managing the enforcement and processing of overnight parking exemptions. Overnight parking restrictions are not enforced on the following weekends:

- Easter: Friday – Monday
- Memorial Day Weekend: Friday – Monday
- July 1 – July 5
- Labor Day Weekend: Friday – Monday
- Thanksgiving Weekend: Wednesday – Monday
- December 22 – January 2
- PrairieFest: Friday – Monday

There is a provision in place that allows for overnight parking exemptions by individual residence. A resident has the ability to contact the police department and request an exemption for a vehicle to park on the street overnight. Each address can request up to 30 nights of exemptions over the course of a calendar year. In 2019, approximately 4,544 overnight parking exemption requests were processed from 1,514 unique addresses. This represents approximately 1.3% of the total exemptions allowed out of approximately 11,000 homes in the Village. The following is a breakdown of exemptions in 2019:



Overnight parking restriction in surrounding communities:

Community	Overnight Restriction	Restricted Times	Exemption Process
Montgomery	No	N/A	N/A
Aurora	Yes	3am - 5am	Various Options
Plainfield	Yes	1am - 6am	3/Month
Naperville	Yes	2am - 5am	Call Police Dept.
Plano	No	N/A	N/A

Village Code prohibits vehicles from being parked on Village streets between the hours of two o'clock (2:00) AM and six o'clock (6:00) AM on any day, except during an emergency. The end of the prohibition at 6:00 AM coincides

with the start of construction hours. This timing effectively prohibits construction vehicles from arriving at the site and parking on the street prior to the start of work. The construction hours section of Code prohibits idling of equipment before 6:00 AM. Village Code also prohibits parking on streets where there is one inch or more of snow for streets in the central business district, or two inches or more of snow everywhere else. This provision is in place to allow plows to clear the roadway from curb-to-curb while limiting potential damage to vehicles parking on the road. For snowfall at night, crews start clearing roads between 2:00 AM and 4:00 AM to clear the streets prior to the start of school.

Staff believes the current ordinance works well for the Village and it conditions residents to park on their driveways rather than on the street during non-restricted times which also assists with roadways being clear during snow removal. The overnight restriction also makes a clearer sight line when officers are patrolling neighborhoods during overnight hours.

Board and staff discussion focused on calling the police department every time exemptions are needed; overnight parking fine is \$55.00; consider permanent exemptions for Friday and Saturday nights; let residents park overnight without needing an exemption; exception when it comes to snowfall; emergency vehicles have issues getting through; would still like exemptions called in; Chief will check with fire department regarding safety concerns; don't see it being an issue with night versus day; have to be more cautious with children running around; whether vehicles with handicap stickers would be ticketed if parked on the street overnight; larger families struggle; most people won't change their habits; share information on higher levels of enforcement with timeframes; construction vehicles idling before 6 a.m.; overnight parking restriction has been in place for 14 years; not wanting to confuse residents; snow removal; not aware of leaf, brush and trash pick-up between 2am and 6am; some people won't move their vehicles during the day; why needing the change now; why fix something that's not broken; have things in current code that are 80 years old; why change the code for a handful of people; family structure has changed; car ownership has increased; Chief to speak with the fire department, provide data on tickets issued in 2019 and issues during the last six months; Administrator has received 2-3 calls complaining about overnight parking; Village President has received a mix of complaints and allowance; not all Village streets are the same; feedback from patrol officers; whether patrolling is more difficult in some areas; Chief will look into. There was no further discussion.

G.2 Non-Essential Expenditure Review: Aurora Area Convention and Visitor's Bureau

Asst. Administrator Burns addressed the Board regarding the contract with Aurora Area Convention and Visitor's Bureau (AACVB). The Village provides 90% of the 3% Hotel Motel Tax to the AACVB in exchange for being included in the AACVB's tourism and marketing efforts. This is estimated to be \$70,000 annually. Due to the impact of COVID-19 on the tourism industry, the Village has paid \$9,693.19 for January through July 2020. For calendar year 2019, the Village paid \$74,185.98. Considering the impact of COVID-19 on the Village, staff is reviewing all non-essential expenditures for FY21. The Village entered into an agreement for tourism promotion and marketing with the AACVB in 2018 with a term that expires December 15, 2022. In accordance with the contract, the Village must notify the AACVB by October 15 if it intends to terminate the contract for the following year. The AACVB provides convention and visitor's bureau services to the greater Aurora region, including booking sports tournaments at the Stewart Sports Complex, bus tours to regional attractions, and promoting the region as a destination. This includes promoting Oswego businesses, restaurants, and attractions, such as Fox Valley Winery and Emerson Creek Pottery & Tearoom. Oswego is represented on the AACVB Board by Best Western manager Anita Patel and Assistant Administrator Burns.

Cort Carlson, Executive Director for the AACVB presented the following:

Building a Resilient & Responsive Regional Destination

- Early response to COVID-19
 - Developed local site: AuroraAreaLoca.com
 - ✓ 1st in market to respond to COVID impact on businesses
 - ✓ Coverage in local media
 - ✓ Launched in mid-March; retired in June
 - ✓ Received over 2,000 site visits and 4,200 page views
 - ✓ Oswego represented the 3rd largest of viewers on the Aurora area site

- 1st in market to promote local businesses offering carry-out and curbside pick-up
- Aurora area discounts program introduced and retooled locally
 - ✓ Consumer text and save program geared at visitors relaunched in Q1 2020
 - ✓ Recently rolled out to locals as well as travelers with a publicity and social media push
 - ✓ 3,500 unique “taps”
 - ✓ 5x consumer subscriber growth
- Destination marketing
 - ✓ Advertising campaign on 95.9 “The River” promoting regional visitation and local businesses
 - ✓ Social media targeting regional audience and some broader travel markets
 - ✓ Regional public relations; WBBM/CBS; Daily Herald; Chicago Tribune/Beacon News; Kane County Chronicle; West Suburban Living
- Early and frequent communication to business partners and stakeholders about availability of emergency grant and loan programs
- FY20 Q3 & 4- January-June 2020
 - ✓ 10 group sales leads sent to hotels representing a potential 6,000 room nights and economic impact of over \$800,000
 - ✓ 8 million digital impressions
 - ✓ 180,000 website page views
 - ✓ 3,000 visitor guide requests
- Updated their logo
- FY21
 - ✓ Experiencing strong month over month growth in website sessions, target market area and social engagement
 - ✓ 4th consecutive month of growth in key lodging performance measures from May-August (occupancy, average daily rate and revenue per available room)
 - ✓ All canceled or postponed athletic competitions scheduled for 2020 have booked or committed to booking in 2021

Board and staff discussion focused on Aurora is paying a quarter of what Oswego is; Aurora is capped; AACVB has an on-going discussion with Aurora; have no issues with continuing; have a balanced budget; state funds down 45%; local down 35%; not changing anything for this year; need to see alternate branding; need to see future revenue model; have stopped doing destination marketing; good response to public messaging; FY is 7/1-6/30; booking 2-3 years out for events; new logo; sending out thousands of visitor guides; have had time to work on new programs during COVID; FY21 have seen some good news. Cort thanked the Board for their support. There was no further discussion.

CLOSED SESSION

There was no closed session.

ADJOURNMENT

The meeting adjourned at 6:59 p.m.

Tina Touchette
Village Clerk

**MINUTES OF A REGULAR MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
October 6, 2020**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Troy Parlier called the meeting to order at 7:06 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; Rod Zenner, Community Development Director; Jennifer Hughes, Public Works Director; Jenette Sturges, Community Engagement Coordinator- Marketing; Joe Renzetti, IT/GIS Director; Carri Parker, Purchasing Manager; Steve Raasch, Facilities Manager; Karl Ottosen, Village Attorney; and Ryan Morton, Village Attorney.

RECOGNITIONS/APPOINTMENTS

E.1 Oath of Office

a. Nicholas F. Carrington- Police Officer

Police Commission Board members, Ron Elvin and Carrie Niesman were present for the oath. Chief acknowledged their work and provided Nicholas' background. His parents, brothers and fiancé were present for his swearing-in; he will be issued Badge# 66; police training begins this Sunday; President Parlier administered the oath.

E.2 Employee Service Awards

a. Dan Di Santo- 5 Years of Service (Administration)- President Parlier presented him with his certificate and a gift for his 5 years and thanked him for his 5 years and hopefully more; unexpected pleasure to work with; top notch professional.

b. Dan Schultz- 20 Years of Service (Public Works)- was unable to attend. Congrats on 20 years.

PUBLIC FORUM

Public Forum was opened at 7:14 p.m.

Bill Small addressed the Board regarding the Townes of Ashcroft Walk. Townhomes have serious problems; the original developer sold to second developer and the second developer sold it in September; none of the owners repaired the damaged brick on numerous homes. Brick exteriors have cracks and have fallen on the ground; some owners have damage to wood, including mold and deterioration in the walls and basements. Subdivision is only 20-25% built out and needs to be 82% for an HOA; looking for help from the Village to make the developer do what they promised; what will the Village do when they can't be represented; who can they get out there to fix the problems. Village staff will look into and respond to Mr. Small.

There was no one else who requested to speak; the Public Forum was closed at 7:20 p.m.

STAFF REPORTS

Asst. Administrator Burns- in the next few days, the Village will be seeking requests for interest in donations of goods or services for the construction of the entertainment venue. Thank you to Julie and Carri for their help.

Community Engagement Coordinator- Marketing, Jenette Sturges- Kendall County Health Dept. is holding a free drive-thru food pantry tomorrow, October 7th, at the Kendall County Food Pantry; 9am-noon. They are also hosting a free drive-thru for COVID-19 testing from October 7th- October 9th at the Kendall County Health Department; 8am-4pm. Information will be available on the Village's website. The North Aurora testing site is closed.

CONSENT AGENDA

- H.1 September 15, 2020 Committee of the Whole Minutes
- H.2 September 15, 2020 Regular Village Board Minutes
- H.3 September 15, 2020 Closed Session Minutes; Approve and Release
- H.4 Ordinance Granting a Minor Amendment to the Final Planned Unit Development for Orchard Way Lot 10 to Allow for Certain Changes to the Signage and Elevation Plans; Jewel/Osco.
- H.5 Strand Associates, Inc. Engineering Services
 - a) Resolution Authorizing the Execution of a Professional Engineering Agreement with Strand Associates, Inc. for General Consultation Services.
 - b) Resolution Authorizing the Execution of a Task Order with Strand Associates, Inc. for the Engineering Evaluation and Construction Services of the Fox Chase Water Tower Rehabilitation Project in an Amount not to Exceed \$55,000.
- H.6 Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #9 to the Construction Contract with H. Linden & Sons in the Amount of \$960 for the Construction of the Reserve at Hudson Crossing Public Improvements.
- H.7 Resolution Authorizing the Purchase of Two New Ford Utility Interceptor Vehicles from Currie Motors Commercial Center, Frankfort, Illinois, in an Amount Not to Exceed \$69,210. *Additional discussion focused on upgrading vehicles to hybrids; can't obtain feedback or show savings because the vehicles just came out; potential fuel savings; don't have data to support a recommendation; installer has not installed on these type of vehicles yet; would like two ordered if we have it in the budget; did not include in this year's budget; \$3,100 shortfall; would need an upgraded warranty of \$1,800; will have savings in 2-3 years; October is the deadline to get a vehicle delivered in the fiscal year; can look into it for the next fiscal year and bring back to the Board.*
- H.8 Approve the Illinois Department of Transportation Obligation Retirement Resolution Providing for the Use of \$237,900 of Motor Fuel Tax Funds for Debt Service.
- H.9 Resolution Authorizing the Execution of a Contract with DGO Premium Services Co. for Water Tower Cleaning Services in the Amount Not to Exceed \$40,000.
- H.10 Resolution Authorizing the Execution of a Contract with Frank Marshall Electric for the Lift Station Electrical Upgrades for a Portable Generator Connection and the Purchase of Three Portable Generators in the Amount Not to Exceed \$192,601.

A motion was made by Trustee Marter II and seconded by Trustee Thomas to approve the Consent Agenda; Approving the September 15, 2020 Committee of the Whole Minutes; Approving the September 15, 2020 Regular Village Board Minutes; Approving and Releasing the September 15, 2020 Closed Session Minutes and approving the following ordinance and resolutions:

Ordinance No. 20-60; Ordinance Granting a Minor Amendment to the Final Planned Unit Development for Orchard Way Lot 10 to Allow for Certain Changes to the Signage and Elevation Plans; Jewel/Osco.

Resolution No. 20-R-91; Resolution Authorizing the Execution of a Professional Engineering Agreement with Strand Associates, Inc. for General Consultation Services.

Resolution No. 20-R-92; Resolution Authorizing the Execution of a Task Order with Strand Associates, Inc. for the Engineering Evaluation and Construction Services of the Fox Chase Water Tower Rehabilitation Project in an Amount not to Exceed \$55,000.

Resolution No. 20-R-93; Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #9 to the Construction Contract with H. Linden & Sons in the Amount of \$960 for the Construction of the Reserve at Hudson Crossing Public Improvements.

Resolution No. 20-R-94; Resolution Authorizing the Purchase of Two New Ford Utility Interceptor Vehicles from Currie Motors Commercial Center, Frankfort, Illinois, in an Amount Not to Exceed \$69,210.

Resolution No. 20-R-95; Approve the Illinois Department of Transportation Obligation Retirement Resolution Providing for the Use of \$237,900 of Motor Fuel Tax Funds for Debt Service.

Resolution No. 20-R-96; Resolution Authorizing the Execution of a Contract with DGO Premium Services Co. for Water Tower Cleaning Services in the Amount Not to Exceed \$40,000.

Resolution No. 20-R-97; Resolution Authorizing the Execution of a Contract with Frank Marshall Electric for the Lift Station Electrical Upgrades for a Portable Generator Connection and the Purchase of Three Portable Generators in the Amount Not to Exceed \$192,601.

Aye: James Marter II
Pam Parr
Brian Thomas

Terry Olson
Judy Sollinger

Nay: None

Absent: Luis Perez

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

BILL LIST

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

A motion was made by Trustee Parr and seconded by Trustee Olson to approve the Bill List Dated October 6, 2020 in the Amount of \$2,019,703.47.

Additional discussion focused on last meeting's bill list was better than this one; \$2,000 camera is for the amphitheater property; streams live at the site; will be out there for the duration of construction; can be moved elsewhere when the site is completed; similar cameras used at the Reserves and 113 Main St.; can move the camera to the new Dairy Barn; time lapse is only for the Reserve.

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.

OLD BUSINESS

J.1 Resolution Ratifying the Village President's Executive Orders and Extending Declaration of Local Emergency and Disaster. **Resolution No. 20-R-98**

A motion was made by Trustee Thomas 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 Terry Olson
Pam Parr Judy Sollinger
Brian Thomas

Nay: None
Absent: Luis Perez

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

NEW BUSINESS

K.1 Ordinance Granting a Special Use Permit to Allow for the Operation of a Liquor Store in the B-3 Community Service and Wholesale District (Orchard Liquor). **Ordinance No. 20-61**

A motion was made by Trustee Marter II and seconded by Trustee Sollinger to approve an Ordinance Granting a Special Use Permit to Allow for the Operation of a Liquor Store in the B-3 Community Service and Wholesale District (Orchard Liquor).

There was no discussion.

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

Nay: None
Absent: Luis Perez

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

K.2 Buchanan Energy, LLC d.b.a. Bucky's Express, Located at 6551 US Highway 34
a) Ordinance Amending Title 3 Chapter 7; Decrease Class "B-1" Liquor License and Increase Class "B-2" Liquor License. **Ordinance No. 20-62**
b) Ordinance Amending Title 3 Chapter 31; Increase Class "B-2" Video Gaming License. **Ordinance No. 20-63**

A motion was made by Trustee Sollinger and seconded by Trustee Thomas to approve an Ordinance Amending Title 3 Chapter 7; Decrease Class "B-1" Liquor License and Increase Class "B-2" Liquor License and approve an Ordinance Amending Title 3 Chapter 31; Increase Class "B-2" Video Gaming License.

There was no discussion.

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

Nay: None
Absent: Luis Perez

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

K.3 Riverside Pizza & Pub
a) Ordinance Amending Title 3 Chapter 7; Increase Class "C" Liquor License. **Ordinance No. 20-64**
b) Ordinance Amending Title 3 Chapter 31; Increase Class "C" Video Gaming License. **Ordinance No. 20-65**

A motion was made by Trustee Sollinger and seconded by Trustee Thomas to approve an Ordinance Amending Title 3 Chapter 7; Increase Class "C" Liquor License and approve an Ordinance Amending Title 3 Chapter 31; Increase Class "C" Video Gaming License.

There was no discussion.

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

Nay: None

Absent: Luis Perez

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

K.4 Resolution Authorizing \$5,000 in Not-For-Profit COVID Grants from the Economic Development Fund. Resolution No. 20-R-99

A motion was made by Trustee Marter II and seconded by Trustee Thomas to approve a Resolution Authorizing \$5,000 in Not-For-Profit COVID Grants from the Economic Development Fund.

Asst. Administrator Burns addressed the Board regarding the grants. To support local not-for-profit organizations in need, staff is proposing a grant program totaling \$5,000, which would provide grants of up to \$500 to eligible not-for-profits. Applicants would be evaluated on the following:

- Provides services that benefit the community at large.
- Impacted by COVID-19 in its ability to continue its operations
- Will use grant funding to reduce the impact of COVID-19 on the not-for-profit's operations or assist not-for-profit's operations to support those impacted by COVID-19.

In order to be considered for a grant, staff recommends the following minimum qualifications:

- Be a not-for-profit organization registered with the Secretary of State's Office in existence prior to March 15, 2020
- Based in or with primary operations in the Village of Oswego, Illinois
- Not-for-profit organizations that have a funding agreement with the Village of Oswego are excluded.

If the program is approved, staff would open a submission portal on Wednesday, October 7. Submissions would be accepted and evaluated on a first-come, first-serve basis by staff, with funds granted if the applicant meets the awards criteria. If funds remain after 90 days, a new round of submissions would be open and previous recipients would be eligible to apply.

Board and staff discussion focused on do not remember having a discussion on this; program open to any not-for-profit; start accepting applications tomorrow; Ledger says it is ending tomorrow; Ledger will get it corrected. 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

- Saturday, October 10th- pick-up a free pumpkin at the future Entertainment Venue; noon-3pm. Co-sponsors are: Allied First Bank, Byline Bank, First Midwest Bank and Old Second National Bank.
- Entertainment Venue Project Kick-Off event- Thursday, October 15th; 4pm-4:45pm at the Park & Ride.
- Community Drive- Around Scavenger Hunt- Saturday, October 17th; 1pm-3pm; 8 families have signed-up; tour the Oswego community by car; gift cards will be awarded; benefits the Kendall County Food Pantry.
- Park District Monster Mash- Prairie Point Park from noon-2:30 on October 31st; Board members are invited to pass out trinkets at the event.
- Halloween hours expanded- 2:30pm-8pm.
- The new 7-Eleven opened; teenagers tried the slurpees and said they are better than Yorkville's.
- Home of the Hoogie had their soft opening last week; encourage everyone to sample it.

TRUSTEE REPORTS

Trustee Marter II- thank you to Dan Di Santo; in the past 1 ½ years he has been able to answer all questions; made it easier to be a Trustee.

Trustee Thomas- thank you to Dan Di Santo; Oswego is in good hands; made on-boarding seamless; staff is better off.

Trustee Sollinger- cannot believe it's been five years; thank you to Dan Di Santo for making us look good.

President Parlier noted that the Village has received preliminary authorization for stop lights in the downtown; this has been a year and a half battle.

CLOSED SESSION

There was no Closed Session held.

ADJOURNMENT

A motion was made by Trustee Marter II and seconded by Trustee Sollinger to adjourn the meeting; upon a voice vote with all remaining members present voting aye, the meeting was adjourned at 7:49p.m.

Tina Touchette
Village Clerk

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: October 20, 2020

SUBJECT: The Springs at Oswego – Final Acceptance and Release of Project Surety

ACTION REQUESTED:

Approve a Resolution Authorizing Final Acceptance of Public Improvements for The Springs at Oswego, Effective October 21, 2020, and Release of Project Surety

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
11/06/19	Village Board	Resolution #19-R-77 Authorizing the Initial Acceptance of Public Improvements for The Springs At Oswego and Reduction Of Project Surety

DEPARTMENT: Public Works

SUBMITTED BY: Susan Quasney, Project Engineer

FISCAL IMPACT:

None

BACKGROUND:

The Springs of Oswego is south of the Walmart off Fifth Street. The developer completed work on the subdivision in 2015. The Springs was granted “Initial Acceptance” in November 2019.

DISCUSSION:

Continental 424 Fund LLC completed the site improvements and the last building on or about October 22, 2019.

The Village has held the reduced the project surety for a period of one year to guarantee the public infrastructure performs adequately. The Public Works Department reports that there have been no issues associated with the project over the last year.

The Village is holding surety of \$104,146.86 in security through Philadelphia Indemnity Insurance Company in the form of Bond # PB 12194000006 for the Springs at Oswego. The Developer has requested Final Acceptance of the project and release of the surety bond. Staff has inspected the improvements and does not object to this request.

RECOMMENDATION:

Staff recommends approval of a resolution for Final Acceptance of the improvements for the Springs at Oswego and release of the project surety.

ATTACHMENTS:

20-R- Final Acceptance of Springs at Oswego.docx

RESOLUTION NO. 20 - R - __

**RESOLUTION AUTHORIZING THE FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS
FOR THE SPRINGS AT OSWEGO EFFECTIVE OCTOBER 21, 2020 AND RELEASE OF
PROJECT SURETY**

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 granted a Major Amendment to the Prairie Market PUD and a Preliminary and Final PUD and Subdivision Plat for the Springs Located at the Northwest Corner of Fifth Street and Yoakum Boulevard by Ordinance 08-33 (Rec. 201800010412) on June 5, 2018; and

WHEREAS, Continental 424 Fund LLC, the “Owner”, has submitted a request for “Final Acceptance” of public improvements for the Springs at Oswego; and

WHEREAS, the Village granted “Initial Acceptance” and a reduction of project surety by Resolution 19-R-77 (#2019) on November 6, 2019 in accordance with Section 8.16 Final Processing and Initial/Final Acceptance of the Subdivision and Development Control Regulations of the Village of Oswego; and

WHEREAS, the Village Engineer has reviewed the project documents and recommends “Final Acceptance” in accordance with Section 8.16 Final Processing and Initial/Final Acceptance of the Subdivision and Development Control Regulations of the Village of Oswego; and

WHEREAS, it is in the best interest of the Village of Oswego to complete the following tasks for this project:

- 1) Grant “Final Acceptance” for the Springs at Oswego; and,
- 2) Release surety Bond PB12194000006 from Philadelphia Indemnity Insurance Company.

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. INITIAL ACCEPTANCE OF PUBLIC IMPROVEMENTS

The Village grants “Final Acceptance” for the following public improvements in the Springs at Oswego in accordance with Section 8.16 Final Processing and Initial/Final Acceptance of the Subdivision and Development Control Regulations of the Village of Oswego:

- Potable water system including fire hydrants and service lines to the b-box
- Sanitary sewer sewers
- Sidewalk ramps within Fifth Street

SECTION 3. RELEASE OF LETTER OF CREDIT

The Village Administrator is hereby authorized to take all actions necessary to release Bond PB12194000006 from Philadelphia Indemnity Insurance Company.

SECTION 4. 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 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 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 6. EFFECTIVE DATE

This Resolution shall be in full force and effect on 20th day of October, 2020.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois
this 20th day of October, 2020.

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

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will
Counties, Illinois this 20th day of October, 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

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

RESOLUTION AUTHORIZING THE FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR THE SPRINGS AT OSWEGO EFFECTIVE OCTOBER 21, 2020 AND RELEASE OF PROJECT SURETY

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 20th day of October, 2020, and thereafter approved by the Village President on the 20th day of October, 2020.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of October, 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: October 20, 2020

SUBJECT: Reserve at Hudson Crossing Public Improvements – Change Order #10

ACTION REQUESTED:

Approval of a Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #10 to the Construction Contract with H. Linden & Sons, Plano, IL, in the Amount of \$12,144.45 for the Construction of the Reserve at Hudson Crossing Public Improvements

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
10/6/20	Village Board	Resolution Authorizing Reserve at Hudson Crossing, L.L.C. to Execute Change Order #9 to the Construction Contract with H. Linden & Sons, Plano, IL, in the Amount of \$960 for the Construction of the Reserve at Hudson Crossing Public Improvements

DEPARTMENT: Public Works

SUBMITTED BY: Project Engineer Susan Quasney, CFM

FISCAL IMPACT:

TIF – Public Improvements – Acct. # 2503500 – 572000

BACKGROUND:

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

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

DISCUSSION:

The public infrastructure work has required quantity adjustments to the contract. Minor cost modifications included changing a storm grate and repair to a damaged lighting conduit. Two larger items were incorporated into the contract which are planned for this fiscal year but initially budgeted through the CIP. These included directionally boring conduit runs for the future light at Harrison and Washington and the removal and replacement of two solar streetlights with electric lights on South Harrison. Moving the latter project into this contract will result in more than a 30% savings from the budgeted cost. These additions were mostly offset by a \$35,303.50 credit for an adjustment in the thickness of the pavement in parking areas. After approval, the contract cost is \$4,078,147.58, representing a 1.8% increase from the bid price.

RECOMMENDATION:

Staff recommends approving the resolution authorizing the Reserve at Hudson Crossing L.L.C. to execute Change Order #10 to the construction contract with H. Linden & Sons, Plano, IL, in the amount of \$12,144.45.

ATTACHMENTS:

- 20-R-_ Reserve at Hudson Crossing Change Order #10.doc
- Exhibit A_CO10.pdf

RESOLUTION NO. 20 - R - ____

RESOLUTION AUTHORIZING RESERVE AT HUDSON CROSSING, L.L.C. TO EXECUTE CHANGE ORDER #10 TO THE CONSTRUCTION CONTRACT WITH H. LINDEN & SONS, PLANO, IL, IN THE AMOUNT OF \$12,144.45 FOR THE CONSTRUCTION OF THE RESERVE AT HUDSON CROSSING PUBLIC IMPROVEMENTS

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

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

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

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

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

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

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

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

WHEREAS, the Village Board previously approved Change Order #1 on October 15, 2019 (Resolution 19-R-74), Change Order #2 on January 14, 2020 (Resolution 20-R-08), Change Order #3 on February 18, 2020 (Resolution 20-R-15), Change Order #4 on March 12, 2020 (Resolution 20-R-26), Change Order #5 on May 26, 2020 (Resolution 20-R-38), Change Order #6 on June 23, 2020 (Resolution 20-R-57), Change Order #7 on August 4, 2020 (Resolution 20-R-70), and Change Order #9 on October 6, 2020 (Resolution 20-R-93), with H. Linden & Sons, Plano, IL (“*Contractor*”), for a net value, including change order credits not required to be approved by the Board, of \$58,825.13; and

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

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

WHEREAS, the Contractor has provided a proposal for additional work, identified as Change Order #10, substantially in the form attached hereto marked “Exhibit A”; and

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. CHANGE ORDER APPROVED

The Village President and Village Board of Trustees hereby authorize and direct Reserve of Hudson Crossing L.L.C. to execute Change Order #10 to H. Linden & Sons substantially in the form attached as “Exhibit A”. The Village Administrator is authorized and directed to take all steps and sign all document necessary to implement this Resolution’s terms.

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

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

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

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

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

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

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

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

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

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

Tina Touchette, Village Clerk
Village of Oswego

CHANGE ORDER NO. 10

Date: September 24, 2020 Date of Agreement: October 08, 2019

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

Job Number: SHO002

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

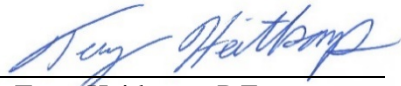
The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Request (CMR) #40 thru #44.

Justification: See attached CMR #40 thru #44.

Original Contract Price	\$4,007,178.00
Amount of Previous Change Order(s)	\$58,825.13
Current Contract Price adjusted by Previous Change Order(s)	\$4,066,003.13
Change in Contract Price Due to this Change Order	\$12,144.45
Contract Price Including this Change Order	\$4,078,147.58

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

Approvals:

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

Recommended by: _____
Dave Patzelt
President
Shodeen Construction L.L.C.

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



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

Contract Modification Request No. 040 **Date:** September 24, 2020


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

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

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

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

- 1. Scope of Work (Provide Attachments if Needed):** Provide all labor and material for repair of damage utility conduit
- 2. Reason for Modification:** An un-marked existing street light conduit within the park was damaged during installation of proposed storm sewer.
- 3. Approximate Cost Change to Contract Price:** **\$1,738.59**
Light Conduit Repair – 1 LS @ \$1,738.59 = \$1,738.59
- 4. Additional Contract Time to Complete Modification:** **0 days**
- 5. Attachments:**

Prepared by: 
Terry Heitkamp
Project Engineer

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

Date: September 24, 2020

Date: _____

Cc: File (SHO002-7.28)



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

Contract Modification Request No. 401 **Date:** September 24, 2020

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

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


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

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

- 1. Scope of Work (Provide Attachments if Needed):** Provide all labor and material for modifications to pavement thickness
- 2. Reason for Modification:** Village has elected to reduce the pavement thickness throughout the project limits.
- 3. Approximate Cost Change to Contract Price:** **(\$35,303.50)**

(Item No. 031) Aggregate Base Course, Type B – 429 CY @ \$24.00/CY = \$10,296.00
(Item No. 032) Hot-Mix Asphalt Base Course, 6” – 2,667 SY @ \$24.00/SF = \$64,008.00 (credit)
Hot-Mix Asphalt Base Course, 4” – 2,667 SY @ \$16.50/SF = \$44,005.50
(Item No. 035) Hot-Mix Asphalt Binder Course, IL-19.0, N50 – 179 TON @ \$65.00/TON = \$11,635.00 (credit)
(Item No. 036) Hot-Mix Asphalt Surface Course, Mix “D”, N50 – 179 TON @ \$78.00/TON = \$13,962.00 (credit)

- 4. Additional Contract Time to Complete Modification:** **0 days**
- 5. Attachments:**

Prepared by: 
Terry Heitkamp
Project Engineer

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

Date: September 24, 2020

Date: _____

Cc: File (SHO002-7.28)



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

Contract Modification Request No. 402 **Date:** September 24, 2020


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

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

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

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

1. **Scope of Work (Provide Attachments if Needed):** Provide all labor and material for installation of a revised depressed curb frames.
2. **Reason for Modification:** A revised storm curb frame with lower profile is proposed along Jackson St. parking stalls.
3. **Approximate Cost Change to Contract Price:** **\$840.00**
Storm Casting – 1 LS @ \$840.00 = \$840.00
4. **Additional Contract Time to Complete Modification:** **0 days**
5. **Attachments:**

Prepared by: 
Terry Heitkamp
Project Engineer

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

Date: September 24, 2020

Date: _____

Cc: File (SHO002-7.28)



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

Contract Modification Request No. 043 **Date:** September 24, 2020


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

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

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

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

- 1. Scope of Work (Provide Attachments if Needed):** Provide all labor and material for installation of two street lights on south Harrison St.
- 2. Reason for Modification:** Village has elected to install two (2) additional street lights on south Harrison St.
- 3. Approximate Cost Change to Contract Price:** **\$26,510.00**
Street Lights (S. Harrison) – 1 LS @ \$26,510.00 = \$26,510.00
- 4. Additional Contract Time to Complete Modification:** **0 days**
- 5. Attachments:**

Prepared by: 
Terry Heitkamp
Project Engineer

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

Date: September 24, 2020

Date: _____

Cc: File (SHO002-7.28)



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

Contract Modification Request No. 044 **Date:** September 24, 2020

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

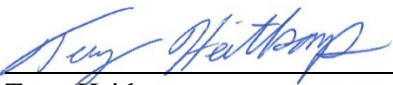
Project: Village of Oswego – 2019 Reserve at Hudson Crossing – Roadway Improvements
SHO002

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

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

- 1. Scope of Work (Provide Attachments if Needed):** Provide all labor and material installation of conduit for future traffic signals at the intersection of Washington St. & Harrison St.
- 2. Reason for Modification:** Village has elected to install conduits for future traffic signal at the intersection of Washington St. and Harrison St.
- 3. Approximate Cost Change to Contract Price:** **\$18,359.36**

4" Conduits – 1 LS @ \$14,000.00 = \$14,000.00
Exploratory Excavation of Washington St. – 1 LS @ \$4,359.36 = \$4,359.36
- 4. Additional Contract Time to Complete Modification:** **0 days**
- 5. Attachments:**

Prepared by: 
Terry Heitkamp
Project Engineer

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

Date: September 24, 2020

Date: _____

Cc: File (SHO002-7.28)

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: October 20, 2020

SUBJECT: Public Works Facility Boiler Pump and Pipe Upgrade Contract Award

ACTION REQUESTED:

Approval of a Resolution Authorizing the Execution of a Contract with Trico Mechanical Inc., Sugar Grove, IL. for the Boiler Pump and Pipe Upgrades at 100 Theodore Drive, Oswego in the Amount Not to Exceed \$28,420.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Public Works

SUBMITTED BY: Steve Raasch, Facilities Manager

FISCAL IMPACT:

FY2021 Capital Budget: Funding for the project will be provided through the Capital Fund and the Water and Sewer Capital Fund. The project budget was \$35,000, split between the two funding sources.

BACKGROUND:

The Public Works Facility has had issues properly heating all areas of the building. Staff hired an HVAC contractor to investigate the cause, and it was determined that the original 1 H.P. boiler pump was undersized and cannot meet the flow requirements for the existing heating system.

This has resulted in the need of using supplemental electric heaters to provide the required heat.

DISCUSSION:

On September 24, 2020, the Village posted the Invitation to Bid Public Works Facility Boiler Pump and Pipe Upgrades. A mandatory pre-bid meeting was held at the Public Works Facility on September 30, 2020, at which 11 mechanical companies attended. Bids were due on October 9, 2020, of which staff received two submissions. The bid received by Core Mechanical in the amount of \$19,195 would have been the lowest price but was disqualified as the pump specifications they submitted did not meet the bid specifications. This resulted in Trico Mechanical Inc. becoming the lowest responsive bidder with a bid amount of \$31,800. Staff reviewed the bid from Trico Mechanical Inc., checked their references and found them to be satisfactory.

The bid consisted of base bid for all material and labor and included an alternate cost of eight hours of labor for building automation programming changes.

After the specifications were verified, Purchasing Manager Parker reached out to Trico Mechanical to inquire on any potential cost savings. Trico was able to reduce their costs by \$3,380 reducing the total project to \$28,420.

RECOMMENDATION:

Staff recommends the Board authorize a contract with Trico Mechanical Inc, Sugar Grove, IL, for boiler pump and pip upgrades, and up to eight hours for building automation programming, in the amount not to exceed \$28,420.

ATTACHMENTS:

- Resolution
- Exhibit A – Trico Mechanical Inc. Contract
- Exhibit B – Trico Mechanical Negotiations Email
- Exhibit C – Boiler and Pump Upgrades Bid Tab

RESOLUTION NO. 20 - R - ____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH TRICO MECHANICAL, INC., SUGAR GROVE, IL, FOR THE BOILER PUMP AND PIPE UPGRADES AT 100 THEODORE DRIVE, OSWEGO IN THE AMOUNT NOT TO EXCEED \$28,420.

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

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

WHEREAS, the Village desires to upgrade the boiler pump and pipe system at 100 Theodore Drive, Oswego, and

WHEREAS, Trico Mechanical, Inc. Sugar Grove, Illinois, is highly qualified in HVAC services with plentiful experience, and

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

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. SUPPORT FOR CONTRACT

The Village President and Village Board of Trustees hereby approve the contract with Trico Mechanical, Inc. Sugar Grove, Illinois, and the Village President and Village Clerk are authorized and directed to execute on behalf of the Village of Oswego the contract with Trico Mechanical, Inc. Sugar

Grove, Illinois in the amount of \$28,420 for the boiler pump and pipe upgrades, 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 20th day of October 2020.

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

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 20th day of October 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL)

SS

CLERK'S CERTIFICATE
(RESOLUTION)

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

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH TRICO MECHANICAL, INC., SUGAR GROVE, IL, FOR THE BOILER PUMP AND PIPE UPGRADES AT 100 THEODORE DRIVE, OSWEGO IN THE AMOUNT NOT TO EXCEED \$28,420.

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 20th day of October 2020, and thereafter approved by the Village President on the 20th day of October 2020.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of October 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



INVITATION TO BID

Requesting:	Bid(s) For Public Works Facility Boiler Pump and Pipe Upgrades
Issue Date:	September 24, 2020
Mandatory Pre-Bid Meeting:	September 30, 2020, at 8:00 AM
Pre-Bid Meeting Location:	100 Theodore Road, Oswego, IL 60543 *Must follow the Village's Contractor Policy for Entering and Working in Village Buildings.
Last Date for Questions:	October 2, 2020, by 12:00 PM
Addendum Posted:	October 6, 2020, by 3:00 PM
Proposals Due:	October 9, 2020, at 10:00 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
PUBLIC WORKS FACILITY BOILER PUMP AND PIPE UPGRADES**

The Village of Oswego will be accepting sealed bids for the Public Works Facility Boiler Pump and Pipe Upgrades until Friday, October 9, 2020, at 10:00 AM. Bids will be virtually opened and read aloud publicly on the same day at 10:01 AM by going to bids.oswegoil.org.

Project Title: Invitation to Bid the Public Works Facility Boiler Pump and Pipe Upgrades
Proposal No. 20-6060-003

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 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.

There will be a mandatory pre-bid meeting on Wednesday, September 30, 2020 at 8:00 AM at 100 Theodore Road, Oswego, Il 60543. Questions regarding this legal notice or the proposal package must be in writing and emailed directly to cparker@oswegoil.org until Friday, October 2, 2020 at 12:00 PM. Responses will be posted in DemandStar by Tuesday, October 6, 2020 at 3:00 PM.

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.

I. Scope of Work

- Demolition of existing boiler pump and boiler loop piping in the second-floor boiler room.
- Supply and install (1) EcoCirc ECM 2HP Pump Variable Speed Circulator or equivalent, new piping layout to accommodate the new pump, including all fittings, (1) Low Loss Header W/Air Bleed, and pipe insulation for the entire boiler loop.
- Supply and install line voltage wiring to new pump.
- Filling/flushing/venting of system.
- Any waste must be removed, transported offsite, and properly disposed of by the contractor per IEPA Requirements.

II. Contractor Responsibilities

- Scheduling the work with the Facilities Manager.
- Provide a 1-year warranty on all labor and material.
- Register as a contractor with the Village of Oswego.
- Apply and obtain needed permits with the Village of Oswego.
- Follow the Village's Contractor Policy for Entering and Working in Village Buildings (Appendix A).

III. Work Schedule

- Completed no later than Friday, November 6, 2020.
- Work hours are 7:00am-4:00pm Monday – Friday.

IV. Alternate Bid Option

- Provide (8) eight hours of BAS control testing and modifications. The existing BAS is Johnson Controls Metasys Version 6.01.0500, Graphics Version 1.2.0.1180.

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. 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.

4. 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.

5. **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.

6. **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

7. **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.

8. **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.

9. **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.

10. **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) **Signed Contract**
 - b) **Signed Bid Sheet**
 - c) **Detailed Exception Sheet**
 - d) **Subcontractors List**
 - e) **References**
 - f) **Signed Contractor Bid Agreement**
 - g) **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 ____ day of _____ 2020, by and between the Village of Oswego (Village) and _____ (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.

Village of Oswego, Illinois
Invitation to Bid
Public Works Facility Boiler Pump and Pipe Upgrades
Due: October 9, 2020

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:

By: 
Signature

Attest:

Witness

Ronald Raldick, President
Print Name and Title

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:

⊗ Premium Time Labor

⊗ Expedited Shipping or production of materials/equip.

⊗ Warranty of existing equipment, materials, or conditions.

REFERENCES

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

Reference No. 1

Fox Valley Park District
 Business Name

101 West Illinois Ave Aurora, IL 60506
 Address City, State, Zip Code

Tom Wegman (630) 818-5730
 Contact Person Telephone Number

2018 - Present HVAC/Mechanical
 Dates of Service Nature of Work

Reference No. 2

City of Elgin
 Business Name

150 Dexter Ct. Elgin, IL 60120
 Address City, State, Zip Code

Daina Denye (847) 931-5604
 Contact Person Telephone Number

2019 - Present HVAC / Mechanical
 Dates of Service Nature of Work

Reference No. 3

Plano Community Library
 Business Name

15 West North St. Plano, IL 60545
 Address City, State, Zip Code

Deanna Howard (630) 552-2009
 Contact Person Telephone Number

2015 - Present HVAC / mechanical
 Dates of Service Nature of Work

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

Austin Electric
 Business Name

131 Airport Drive Joliet IL 60431
 Address City, State, Zip Code

Patrick Morris (630) 323-9382
 Contact Person Telephone Number

\$2,500.00 Electrical
 Value of Work Nature of Work

Subcontractor No. 2

Falls Mechanical Insulation
 Business Name

7703 West 99th St. Hickory Hills IL 60457
 Address City, State, Zip Code

Kevin Falls (708) 599-4700
 Contact Person Telephone Number

\$1,300.00 Mechanical Insulation
 Value of Work Nature of Work

Subcontractor No. 3

Johnson Controls
 Business Name

3007 Malmö Drive Arlington Heights IL 60005
 Address City, State, Zip Code

Ryan Ostrovsky (224) 478-5263
 Contact Person Telephone Number

\$1,995.00 Building Automation
 Value of Work Nature of Work

CONTRACTOR BID AGREEMENT

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

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

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

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


Trico Mechanical Inc.
Printed Name of Contractor

Trico Mechanical Inc.
Company Name

1980 West Highway 30 - Ste 11 Sugar Grove IL 60554
Address *City, State, Zip Code*

(630) 466-3662 Ron@tricommechanicalinc.com
Phone Number *Email Address*

Ronald Ruddick President
Printed Name of Authorized Representative *Title*

 10/8/20
Signature of Authorized Representative *Date*

**Village of Oswego
Contractor Policy for Entering and Working in Village Buildings
(Effective May 2, 2020)**

****All contractors shall read and comply with the following policy. ****

For the protection of the Village's workforce, visitors and contractors, the Village of Oswego is taking additional measures for all contractors conducting work on behalf of the Village of Oswego on or at Village facilities.

Face Coverings Required

In compliance with the Governor's Executive Order dated April 30, 2020, the Village is requiring that all visitors, such as contractors, wear a cloth face coverings or masks in Village facilities when the individual is interacting or may interact with others. Face coverings are intended to supplement other social distancing and hygiene measures, not replace them. Employees/Contractors must maintain six feet of separation from other people whenever possible.

Face coverings are required any time the contractor is entering and exiting a facility, in common spaces, or during in-person meetings in which it is not possible to maintain at least six feet of separation.

Contractor Symptom Assessment

The Village prohibits work by any individual who exhibits symptoms related to COVID-19, has known contact with an individual who is positive for COVID-19, or is otherwise instructed to self-quarantine by any medical professional. To that end, the Village is requiring that all contractors certify that they do not meet any of the above criteria.

COVID19 symptoms will be considered those symptoms as defined by the CDC and may be updated. The CDC identifies the following symptoms as indicative of COVID19:

1. Cough
2. Shortness of breath or difficulty breathing
3. Temperature – Using the provided no touch thermometers
4. Chills
5. Repeated shaking with chills
6. Muscle pain/unusual fatigue
7. Headache
8. Sore throat
9. New loss of taste or smell

Symptom tracking process

- A. When entering any Village facilities, all contractor will complete the attached Symptom Self-Assessment Survey sheet (Attachment A). Contractors should circle yes if they have experienced any symptoms indicative of COVID19 in the last 12 hours. Touchless thermometers are available at Village facilities for contractor use. Please clean the

thermometer before and after use. The Symptom Self-Assessment Survey sheet will be provided to the Village Representative. All forms will then be submitted to the Village's Facilities department to be held confidentially. The Village will take all reasonable measures to maintain confidentiality related to health information.

- B. Any contractor who has a consistent body temperature reading of over 100.4 degrees Fahrenheit (a consistent body temperature is (2) two temperature readings taken (1) one minute apart), or answers "Yes" to any of the other above listed questions/symptoms on the Symptom Self-Assessment Survey is required to advise their Village Representative by phone immediately.
- C. If the contractor responds affirmatively to any of the symptoms, the contractor will be required to exit the building. The contracting company will be required to contact the Village Representative that hired your company immediately, to provide the following information:
 - Did your employee have contact with any Village Staff Members?
 - Did your employee have contact with other staff members from your company, on the way to the site, or onsite?
- D. Any contractor who begins to experience any of the above symptoms during their shift, shall immediately notify their supervisor. At that time, the contractor should end his or her shift.
- E. If a contractor is required to leave a site because of COVID-19 symptoms, that contractor will be required to remain off Village of Oswego Properties, until that the employee can provide proof to their supervisor, that they are free of COVID-19 symptoms or a minimum of 14 days.
- F. Should any contractor begin experiencing symptoms of COVID19 within 14 days of conducting work for the Village, he or she is required to contact the Village.]



INVITATION TO BID PUBLIC WORKS FACILITY
BOILER PUMP AND PIPE UPGRADES -
ADDENDUM #1
October 6, 2020

1. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed and dated by the bidder and included with the bid documents submitted by the bidder on or before the bid closing date and time. Failure to include this addendum with the bid documents may result in bid rejection.

Bidder will carefully note the inclusion of this addendum on the bid form.

2. ATTACHMENTS TO THIS ADDENDUM:

- a. Updated Bid Cost Sheet

3. CHANGES/ADDITIONS/DELETIONS:

4. QUESTIONS:

- a. Is the Bid Bond required? Yes.
- b. What BAS points are connected to the pumps?
 - i. HW Pump 1A Status
 - ii. HW Pump 1A Command
 - iii. HW Pump 1B Status
 - iv. HW 1B Command

5. CLARIFICATIONS:

- a. Contractors do not need to hire Johnson Controls for the (8) hours if control work listed as an alternate.

6. ACKNOWLEDGMENT

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

7. SIGNATURE AND DATE

Authorized Signature

Date



INVITATION TO BID PUBLIC WORKS FACILITY
BOILER PUMP AND PIPE UPGRADES -
ADDENDUM #1
October 6, 2020

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:

Type	Amount
Materials	\$ 10,536.00
Hourly Rate	\$ 125.00

Total Base Project Cost: \$ 29,620.00

Alternate Bid Cost: \$ 2,180.00

Signature of Authorized Representative

10/8/20

Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Trico Mechanical, Inc.
1980 W. US Highway 30, Suite 11
Sugar Grove, IL 60554

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Mailina Address for Notices

P.O. Box 14498
Des Moines, IA 50306-3498

BOND AMOUNT: 10% of the total amount bid-----

PROJECT:

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

Public Works Facility Boiler Pump and Pipe Upgrades - Proposal No. 20-6060-003

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 9th day of October, 2020

Trico Mechanical, Inc.

(Principal)

(Seal)

(Witness)

(Title)

Merchants National Bonding, Inc.

(Surety)

(Seal)

(Witness)

(Title)

Annette Albach Attorney-in-Fact

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,

Annette Albach; Stephanie Shetler

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.

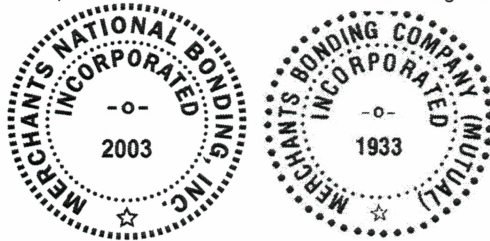
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

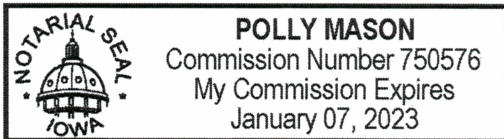


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

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 9th day of October, 2020.



William Warner Jr.
Secretary

From: [Gregg Pfaff](#)
To: [Carri Parker](#)
Subject: RE: Public Works Boiler Pump and Pipe Upgrades Bid
Date: Tuesday, October 13, 2020 9:30:57 AM

Carri,

We can reduce our base bid to \$27,440.00 (same scope of work) – If you eliminate the requirement for bonding the job that would be an additional savings of \$1200.00

Let me know if you need any additional information.

Thank you

Gregg Pfaff
Trico Mechanical Inc.
1980 W US HWY 30 Suite 11
Sugar Grove, IL. 60554
Cell: 630-973-3174
Office: 630-466-3662
gregg@tricomechanicalinc.com

From: Carri Parker <CParker@oswegoil.org>
Sent: Tuesday, October 13, 2020 8:05 AM
To: Gregg Pfaff <gregg@tricomechanicalinc.com>
Subject: Public Works Boiler Pump and Pipe Upgrades Bid

Hi Gregg,

Steve and I have received your bid for the Public Works Boiler Pump and Pipe Upgrades. After our review, we would like to see if there are areas where we might be able to reduce costs to align better with our budget.

Can you review the submitted bid for some cost savings?

Thanks,

Carri

Carri Parker
Purchasing Manager



[100 Parkers Mill](#)

[Oswego, IL. 60543](#)

[Direct: 630.746.0871](tel:630.746.0871)

[Email: cparker@oswegoil.org](mailto:cparker@oswegoil.org)

Tabulation Sheet

Agency Name Village of Oswego

Bid Number ITB-20-6060-003-0-2021/CP

Bid Name Public Works Facility Boiler Pump and Pipe Upgrades

Bid Due Date 10/9/2020 10:00:00 AM

Bid Opening **Closed**

2 responses found.

✓ online,
 ✗ offline,
 ● not submitting,
 ⚠ not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1.	Core Mechanical, Inc.	10/09/2020	4632 W. Lawrence Avenue, , Chicago, IL, 60630	\$16195.00	3000.00		Bidding Documents	✓
2.	Trico Mechanical	10/08/2020	1980 W Highway 30, Suite 11, Sugar Grove, IL, 60554	\$29620.00	2180.00		Bidding Documents	✓

AGENDA ITEM

MEETING TYPE: Village Board
MEETING DATE: October 20, 2020
SUBJECT: 113 Main Street – Initial Acceptance and Release of Project Surety

ACTION REQUESTED:

Approve a Resolution Authorizing Initial Acceptance of Public Improvements for the Development at 113 Main St, Effective October 21, 2020, and Reduction of Project Surety

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
3/19/19	Village Board	Redevelopment Agreement between the Village and Imperial Investments LLC concerning 113 Main St by Ordinance 19-19 (Rec. 201900003701)
3/19/19	Village Board	Preliminary PUD for 113 Main St by Ordinance 19-20

DEPARTMENT: Public Works
SUBMITTED BY: Susan Quasney, Project Engineer

FISCAL IMPACT:

None

BACKGROUND:

The developer has completed the public improvements, including sidewalk work and the installation of trees within the right-of-way, for the development.

DISCUSSION:

The Village is holding surety of \$50,000 in security through Grundy Bank in the form of Letter of Credit #325 for the development at 113 Main St. The Developer has requested Initial Acceptance of the project and reduction of the surety bond by \$45,000 from \$50,000 to \$5,000. Staff has inspected the improvements and does not object to this request.

RECOMMENDATION:

Staff recommends approval of a resolution for Initial Acceptance of the improvements at 113 Main St and reduction of the project surety.

ATTACHMENTS:

20-R- Initial Acceptance of 113 Main.docx

W:\TIF\113 Main\SQ102020.pbot 113 main - initial acceptance.docx

RESOLUTION NO. 20 - R - __

**RESOLUTION AUTHORIZING THE INTIAL ACCEPTANCE OF PUBLIC IMPROVEMENTS
OF 113 MAIN ST, EFFECTIVE NOVEMBER 1, 2020, AND REDUCTION OF PROJECT
SURETY**

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 granted a Redevelopment Agreement between the Village and Imperial Investments LLC concerning 113 Main St by Ordinance 19-19 (Rec. 201900003701) on March 19, 2019; and

WHEREAS, the Village granted a Preliminary PUD for 113 Main St by Ordinance 19-20 on March 19, 2019; and

WHEREAS, Imperial Investments, the “Owner”, has submitted a request for “Initial Acceptance” of public improvements for 113 Main Street; and

WHEREAS, the Village Engineer has reviewed the Owner’s request and recommends “Initial Acceptance” in accordance with Section 8.16 Final Processing and Initial/Final Acceptance of the Subdivision and Development Control Regulations of the Village of Oswego; and

WHEREAS, the Village is currently holding surety of \$50,000 in security through Grundy Bank in the form of Letter of Credit (LOC) #325 for 113 Main St; and

WHEREAS, it is in the best interest of the Village of Oswego to complete the following tasks for this project:

- 1) Grant “Initial Acceptance” for the development at 113 Main Street; and,
- 2) Reduce the Letter of Credit from Grundy Bank by \$45,000 from \$50,000 to \$5,000.

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. INITIAL ACCEPTANCE OF PUBLIC IMPROVEMENTS

The Village grants “Initial Acceptance” for the following public improvements for the development at 113 Main Street in accordance with Section 8.16 Final Processing and Initial/Final Acceptance of the Subdivision and Development Control Regulations of the Village of Oswego:

Sidewalk along Main Street

SECTION 3. REDUCTION OF LETTER OF CREDIT

The Village Administrator is hereby authorized to take all actions necessary to reduce LOC #325 from Grundy Bank by \$45,000 from \$50,000 to \$5,000.

SECTION 4. 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 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 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 6. EFFECTIVE DATE

This Resolution shall be in full force and effect on November 1, 2020.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 20th day of October, 2020.

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

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 20th day of October, 2020.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will 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 INTIAL ACCEPTANCE OF PUBLIC IMPROVEMENTS OF 113 MAIN STREET, EFFECTIVE NOVEMBER 1, 2020, AND REDUCTION OF PROJECT SURETY

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 20th day of October, 2020, and thereafter approved by the Village President on the 20th day of October, 2020.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of October, 2020.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

**Village of Oswego
Bill List
October 20, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
General Fund:				
Corporate:				
1001100	Azavar Audit Solutions	Cable Audit-Nov 2020	41.29	
1001100	Azavar Audit Solutions	Electric Audit-Nov 2020	77.71	
1001100	Azavar Audit Solutions	Telecom Audit-Nov 2020	34.60	
1001100	Chicago Water & Fire Restoration	PW COVID Disinfecting Building & Vehicle	2,250.00	
1001100	Chicago Water & Fire Restoration	PW Well 7 COVID Disinfecting Building & Vehicle	750.00	
1001100	Discovery Benefits	FSA Monthly Statement	88.20	
1001100	Ideal Incentive, INC	Board Member Logo Jackets	374.58	
1001100	IPBC	IPBC Health Insurance	9,577.21	
1001100	IPBC	IPBC Health Insurance	41.43	
1001100	IPBC	IPBC Health Insurance	668.70	
1001100	NOVAtime	Payroll Services	479.13	
1001100	Toshiba Financial Services	Copier: Copies and Lease	269.43	
				Corporate Total:
				14,652.28
Community Relations:				
1002000	IPBC	IPBC Health Insurance	1,287.80	
1002000	IPBC	IPBC Health Insurance	11.84	
1002000	IPBC	IPBC Health Insurance	58.64	
1002000	Toshiba Financial Services	Copier: Copies and Lease	76.69	
				Community Relations Total:
				1,434.97
Building & Permitting:				
1002500	IPBC	IPBC Health Insurance	9,380.61	
1002500	IPBC	IPBC Health Insurance	37.52	
1002500	IPBC	IPBC Health Insurance	731.60	
1002500	Toshiba Financial Services	Copier: Copies and Lease	180.99	
				Building & Permitting Total:
				10,330.72
Development Services:				
1003000	Cirone, Dominick	PZC Meeting Attendance 10.1.20	25.00	
1003000	IPBC	IPBC Health Insurance	3,454.93	
1003000	IPBC	IPBC Health Insurance	23.68	
1003000	IPBC	IPBC Health Insurance	226.44	
1003000	Kuhn, Rick	PZC Meeting Attendance 10.1.20	25.00	
1003000	Novy, Karen E	PZC Meeting Attendance 10.1.20	25.00	
1003000	Pajor, Charles	PZC Meeting Attendance 10.1.20	25.00	
1003000	Robinson Engineering	CMAAP Conference Call for Ordinance Updates	145.00	
1003000	Stine, Rebecca	PZC Meeting Attendance 10.1.20	25.00	
1003000	Toshiba Financial Services	Copier: Copies and Lease	96.51	
				Development Services Total:
				4,071.56
Economic Development:				
1003500	IPBC	IPBC Health Insurance	-1,501.37	
1003500	IPBC	IPBC Health Insurance	-5.60	
1003500	IPBC	IPBC Health Insurance	-101.26	
1003500	Toshiba Financial Services	Copier: Copies and Lease	63.05	
				Economic Development Total:
				(1,545.18)
Finance:				
1004000	Gateway Svcs	CC Operating Payments	20.20	
1004000	IPBC	IPBC Health Insurance	4,715.37	
1004000	IPBC	IPBC Health Insurance	22.79	
1004000	IPBC	IPBC Health Insurance	398.34	
1004000	Matrix NPC Merchant	Online Processing-Operating	1,430.24	
1004000	Municipal Collection	Collection Services	90.00	
1004000	Toshiba Financial Services	Copier: Copies and Lease	124.70	
				Finance Total:
				6,801.64
Information Technologies:				
1004500	Call One	Phone Service	13,870.23	
1004500	Granicus, LLC	Encoding Appliance Hardware	4,500.00	
1004500	ID Networks	LiveScan Annual Maintenance Fee	4,114.00	
1004500	IPBC	IPBC Health Insurance	3,002.73	
1004500	IPBC	IPBC Health Insurance	11.84	
1004500	IPBC	IPBC Health Insurance	202.52	
1004500	Toshiba Financial Services	Copier: Copies and Lease	431.15	
				Information Technologies Total:
				26,132.47
Police:				

**Village of Oswego
Bill List
October 20, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1005040	Crosstown Ink	Police Academy T-shirts	100.00	
1005030	Elvin, Ron	Police Commission Meetings	25.00	
1005030	Hahn, Jeff	Police Commission Meetings	25.00	
1005030	ILACP	Membership Dues - Chief	220.00	
1005030	IPBC	IPBC Health Insurance	49,543.36	
1005030	IPBC	IPBC Health Insurance	177.08	
1005030	IPBC	IPBC Health Insurance	2,665.02	
1005040	IPBC	IPBC Health Insurance	47,731.34	
1005040	IPBC	IPBC Health Insurance	189.44	
1005040	IPBC	IPBC Health Insurance	2,624.90	
1005030	Niesman, Carrie	Police Commission Meetings	25.00	
1005040	Oswego Cleaners	Pants Hemmed, Patch Sewn	18.00	
1005040	Oswego Fire Protection District	Gasoline - OFD Fuel Pump Usage	4,193.06	
1005030	Oswego Printing Services	Written Warning Tickets	215.00	
1005030	Shaw Suburban Media	Public Notice for Sergeant Testing	44.02	
1005030	Toshiba Financial Services	Copier: Copies and Lease	980.49	
1005030	Trotsky Investigative Services	Polygraph Testing for Officer Candidate	155.00	
1005040	Wex Bank	Fuel for Fleet	178.16	
			Police Total:	109,109.87
Public Works:				
1006050	Al Warren Oil Co, INC	Diesel Fuel for Village Vehicles	477.12	
1006050	Al Warren Oil Co, INC	Gasoline for Village Vehicles	744.54	
1006060	Alarm Detection Systems	PW -Quarterly Burglar/Fire Alarm Service	1,554.99	
1006060	Alarm Detection Systems	VH - Replacement Badge, HJ	15.00	
1006040	Americana Landscape	Mowing per Contract	12,962.00	
1006030	Comed	2454 Rt 30 Street Lighting	72.42	
1006030	Constellation Newenergy	1000 Station Drive	189.00	
1006030	Constellation Newenergy	104 E. Jackson St. Lights	73.02	
1006030	Constellation Newenergy	1945 Wiesbrook Controller	35.77	
1006030	Constellation Newenergy	692 Canton Ct. Lights	6,170.35	
1006030	Constellation Newenergy	Master Account Traffic Signals	11.49	
1006030	Constellation Newenergy	Master Account Traffic Signals	33.56	
1006030	Constellation Newenergy	Master Account Traffic Signals	144.09	
1006030	Constellation Newenergy	Master Account Traffic Signals-Ashland	53.94	
1006030	Constellation Newenergy	Master Account Traffic Signals-Garfield	55.71	
1006030	Constellation Newenergy	Master Account Traffic Signals-Jefferson	28.67	
1006030	Constellation Newenergy	Master Account Traffic Signals-Van Buren	22.15	
1006040	Groot Industries, INC	PW Dumpster	225.25	
1006020	HR Green, INC.	Dam Safety Inspections	5,012.88	
1006010	IPBC	IPBC Health Insurance	3,510.45	
1006010	IPBC	IPBC Health Insurance	11.84	
1006010	IPBC	IPBC Health Insurance	208.84	
1006020	IPBC	IPBC Health Insurance	1,739.09	
1006020	IPBC	IPBC Health Insurance	7.04	
1006020	IPBC	IPBC Health Insurance	75.54	
1006030	IPBC	IPBC Health Insurance	4,795.85	
1006030	IPBC	IPBC Health Insurance	19.12	
1006030	IPBC	IPBC Health Insurance	245.32	
1006040	IPBC	IPBC Health Insurance	4,436.41	
1006040	IPBC	IPBC Health Insurance	21.90	
1006040	IPBC	IPBC Health Insurance	295.35	
1006050	IPBC	IPBC Health Insurance	2,211.46	
1006050	IPBC	IPBC Health Insurance	9.06	
1006050	IPBC	IPBC Health Insurance	148.93	
1006060	IPBC	IPBC Health Insurance	974.78	
1006060	IPBC	IPBC Health Insurance	10.06	
1006060	IPBC	IPBC Health Insurance	63.84	
1006030	Meade Electric Company	Traffic Signal Locate	123.95	
1006030	Meade Electric Company	Traffic Signal Locate	164.79	
1006030	Meade Electric Company	Traffic Signal Locate	81.36	
1006030	Meade Electric Company	Traffic Signal Repair	2,256.85	
1006030	Meade Electric Company	Traffic Signal Repair	358.77	
1006060	Orkin Pest Control	VH - Quarterly Pest Control	361.40	
1006060	Second Chance	VH - AED Replaced Pads & Inspection Tag	99.90	
1006010	Toshiba Financial Services	Copier: Copies and Lease	121.31	
1006060	Trico Mechanical, Inc	PW - Replaced Condenser Fan Motor	1,432.40	
			Public Works Total:	51,667.56
			General Fund Total:	222,655.89

Water & Sewer Fund:

**Village of Oswego
Bill List
October 20, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
5006070	Al Warren Oil Co, INC	Diesel Fuel for Village Vehicles	583.14	
5006070	Al Warren Oil Co, INC	Gasoline for Village Vehicles	909.99	
5006070	Concentric Integration	Chicago St PRV Station Programming	1,125.00	
5006070	Concentric Integration	Stonehill Lift Station Upgrades	3,577.50	
5006070	Concentric Integration	Well 9 PRV Programming	1,098.00	
5006070	Ferguson Waterworks	Neptune Annual Fee Water Meters	27,200.00	
5006070	Flow-Technics, INC	Lift Station Pump Flange Repairs	381.48	
5006070	Fox Metro Water Reclamation District	Sanitary Sewer Program - Retainage Release	9,864.47	
5006070	Gateway Svcs	CC Online UB Payments	11.10	
5006070	Hawkins Water Treatments	Well 11-Chlorine Water Treatments	172.50	
5006070	Hawkins Water Treatments	Well 11-Phosphate Water Treatments	442.34	
5006070	Hawkins Water Treatments	Well 7-Chlorine Water Treatments	249.00	
5006070	Hawkins Water Treatments	Well 7-Phosphate Water Treatments	766.72	
5006070	Hawkins Water Treatments	Well 9-Chlorine Water Treatments	325.50	
5006070	Hawkins Water Treatments	Well 9-Phosphate Water Treatments	393.19	
5006070	HR Green, INC.	Engineering Services: RRA, ERP Reports	2,664.05	
5006070	HR Green, INC.	Engineering Services: SWPP Reports	688.00	
5006070	IPBC	IPBC Health Insurance	15,279.60	
5006070	IPBC	IPBC Health Insurance	75.78	
5006070	IPBC	IPBC Health Insurance	989.86	
5006070	Matrix NPC Merchant	Online Processing-Water	2,222.14	
5006070	Matrix NPC Merchant	UB Processing-Bridgepay	251.10	
5006070	Suburban Laboratories	Annual Water Quality Samples	655.50	
5006070	Toshiba Financial Services	Copier: Copies and Lease	121.31	
5006070	USPS	Regular Utility Bill Postage	4,301.13	
5006070	Vanco Services	UB Processing-E-Checks	203.88	
5006070	Water Remediation Technologies	Base Treatment Charge	3,807.73	
5006070	Water Remediation Technologies	Base Treatment Charge	6,258.92	
5006070	Water Remediation Technologies	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technologies	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technologies	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technologies	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technologies	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technologies	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technologies	Base Treatment Charge	4,873.90	
5006070	Water Remediation Technologies	Excess Volume Charge	4,442.59	
				Water & Sewer Fund: <u>118,304.92</u>
Water & Sewer Capital Fund:				
5106070	Caminer, Irene Schild	Legal Services - Alternate Water Study	1,258.99	
5106070	Ferguson Waterworks	Water Meter Purchase	23,433.00	
5106070	Ferguson Waterworks	Water Meter Purchase	2,063.87	
5106070	H. Linden & Sons Sewer	Water Main Replacement Construction	79,206.43	
5106070	RJN Group, INC	Sanitary Sewer Repairs Engineering	610.00	
5106070	Water Services Co of IL	Water Meter Installation	75,859.07	
				Water & Sewer Capital Fund: <u>182,431.36</u>
Capital Fund:				
3003000	Christopher B Burke	Traffic Study-Washington St	1,890.50	
3003000	Christopher B Burke	Washington St. – Long-Term Safety Improvements	5,494.50	
3003000	Christopher B Burke	Washington St. – Short-Term Safety Improvements	5,861.96	
3003000	ClientFirst Consulting	Project Oversight: Implementation for ERP	1,991.25	
3003000	ClientFirst Consulting	Project Oversight: Implementation for ERP	2,067.50	
3003000	HR Green, INC.	Engineering-Minkler Road Bridge	8,473.35	
3003000	Kasper & Nottage, PC	Lobbying Services October 2020	7,000.00	
3003000	Williams Architects	Amphitheater Project August 2020	20,606.97	
3003000	Winninger Excavating	Old Post Bridge Rehabilitation	71,708.10	
				Capital Fund: <u>125,094.13</u>
Vehicle Fund:				
6001000	Swenson Truck Equipment	Rebuild of PW10 Anti-Ice Vehicle	32,918.00	
				Vehicle Fund: <u>32,918.00</u>
Garbage Fund:				
5606010	Groot Industries, INC	Garbage Services	222,297.31	
5606010	Groot Industries, INC	Yard Waste Stickers-Qty 500	1,125.00	
				Garbage Fund: <u>223,422.31</u>
Special Events Fund:				
2302000	John Werle	Christmas Walk DJ-Deposit	225.00	
2302000	Johnson, Nathaniel P	Christmas Walk Ice Sculptor-Deposit	600.00	

**Village of Oswego
Bill List
October 20, 2020**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
			Special Events Fund:	<u>825.00</u>
Subdivision Escrow Fund:				
9000000	Lennar Homes	Bond Release - 287 Lakeshore Dr.	1,000.00	
9000000	Lennar Homes	Bond Release - 291 Lakeshore Dr.	1,000.00	
9000000	Lennar Homes	Bond Release - 293 Lakeshore Dr.	1,000.00	
9000000	Lennar Homes	Bond Release - 702 Springside Ct.	250.00	
9000000	Lennar Homes	Bond Release - 702 Springside Ct.	1,000.00	
9000000	Lennar Homes	Bond Release - 702 Springside Ct.	3,080.00	
9000000	Lennar Homes	Bond Release - 702 Springside Ct.	2,000.00	
9000000	Lennar Homes	Bond Release - 708 Springside Ct.	250.00	
9000000	Lennar Homes	Bond Release - 708 Springside Ct.	1,000.00	
9000000	Lennar Homes	Bond Release - 708 Springside Ct.	3,080.00	
9000000	Lennar Homes	Bond Release - 708 Springside Ct.	2,000.00	
9000000	Lennar Homes	Bond Release - 710 Springside Ct.	250.00	
9000000	Lennar Homes	Bond Release - 710 Springside Ct.	1,000.00	
9000000	Lennar Homes	Bond Release - 710 Springside Ct.	3,080.00	
9000000	Lennar Homes	Bond Release - 710 Springside Ct.	2,000.00	
9000000	Lennar Homes	Bond Release - 717 Springside Ct.	250.00	
9000000	Lennar Homes	Bond Release - 717 Springside Ct.	1,000.00	
9000000	Lennar Homes	Bond Release - 717 Springside Ct.	3,080.00	
9000000	Lennar Homes	Bond Release - 717 Springside Ct.	2,000.00	
9000000	Lennar Homes	Bond Release - 721 Springside Ct.	250.00	
9000000	Lennar Homes	Bond Release - 721 Springside Ct.	1,000.00	
9000000	Lennar Homes	Bond Release - 721 Springside Ct.	3,080.00	
9000000	Lennar Homes	Bond Release - 721 Springside Ct.	2,000.00	
9000000	Lennar Homes	Bond Release - 723 Springside Ct.	250.00	
9000000	Lennar Homes	Bond Release - 723 Springside Ct.	1,000.00	
9000000	Lennar Homes	Bond Release - 723 Springside Ct.	3,080.00	
9000000	Lennar Homes	Bond Release - 723 Springside Ct.	2,000.00	
9000000	Robinson Engineering	20-R0651-Oswego Village Senior Living	4,710.00	
			Sub Escrow Fund:	<u>45,690.00</u>
TIF Fund:				
2503500	Prospective Plumbing	Block 11-Disconnect Sanitary	6,600.00	
2503500	Robinson Engineering	17-R0416.03-Block 11 TIF	445.50	
2503500	Shodeen Group, LLC	Reserve at Hudson Crossing	870,926.09	
2503500	Shodeen Group, LLC	Reserve at Hudson Crossing	209,397.13	
			TIF Fund:	<u>1,087,368.72</u>
Other General Fund:				
1000000	Advocate Construction	Refund: Overcharged in Error	90.00	
1000000	I.U.O.E. Local 150	Union Dues	949.95	
1000000	I.U.O.E. Local 150	Union Dues	28.00	
1000000	I.U.O.E. Local 150	Union Dues	204.00	
1000000	IPBC	IPBC Health Insurance	26,966.00	
1000000	IPBC	IPBC Health Insurance	2,294.11	
			Other General Fund:	<u>30,532.06</u>
			Grand Total:	<u><u>2,069,242.39</u></u>

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, on September 18, 2020, Governor J.B. Pritzker issued Executive Order No. 55 in which he considered the expected continuing of the spread of COVID-19 and the ongoing health and economic impacts over the coming month and he extended the statewide disaster declaration through October 17, 2020; and

WHEREAS, on September 18, 2020, Governor J.B. Pritzker issued Executive Order No. 55 in which he considered the expected continuing of the spread of COVID-19 and the ongoing health and economic impacts over the coming month and he extended the statewide disaster declaration through October 17, 2020; and

WHEREAS, it is in the best interest of the Village to approve and ratify the Village President's Executive Orders.

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

SECTION 1. INCORPORATION OF RECITAL

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

SECTION 2. RATIFICATION AND RESCINDING OF EXECUTIVE ORDERS

The Village President's Executive Orders 2020-07 and 2020-11 are hereby approved and ratified and Executive Order 2020-10 is hereby rescinded by the Village Board of Trustees as actions and orders of the Village Board pursuant to its statutory and home rule authority.

SECTION 3. EXTENSION OF DECLARATION OF LOCAL EMERGENCY AND DISASTER

The Village Board hereby extends the Declaration of Local State of Emergency and Disaster through November 10, 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 20th day of October 2020.

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

Approved by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 20th day of October 2020.

Troy Parlier, Village President

Tina Touchette, Village Clerk

DRAFT

STATE OF ILLINOIS))
COUNTY OF KENDALL)) SS

CLERK'S CERTIFICATE
(RESOLUTION)

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

**RESOLUTION RATIFYING THE VILLAGE PRESIDENT'S EXECUTIVE
ORDERS AND EXTENDING THE DECLARATION OF LOCAL
EMERGENCY AND DISASTER**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 20th day of October 2020, and thereafter approved by the Village President on the 20th day of October 2020.

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

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: October 20, 2020

SUBJECT: Request for a Liquor and Video Gaming License

ACTION REQUESTED:

Consideration to Approve a Class “A-3” liquor and video gaming license to Fortune PLUS Oswego LLC, d.b.a. Fortune’s Café, 2758 US Highway 34.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

N/A

DISCUSSION:

Staff was approached by to Fortune PLUS Oswego LLC, d.b.a. Fortune’s Café with a request for a liquor and video gaming license for their location at 2758 US Highway 34. Per the requirements of a video gaming café, staff has obtained the following:

- Site plans have been reviewed by the Village’s Chief Building Inspector.
- A walk-through was completed on October 5, 2020; direction was given to proceed through the request process.
- Plans include:
 - Two (2) ADA accessible restrooms
 - One (1) hand sink in each restroom

- One (1) prep sink
- Service counter with bar stools
- Additional equipment listed in the proposed layout
- Video gaming terminals must be within an area of the establishment that is restricted to persons twenty one (21) years of age and over, separated from other areas by a barrier of at least thirty six inches (36") in height, the entrance to which restricted area is within the view at all times of at least one employee of said establishment, which employee must likewise be twenty one (21) years of age or over. The physical barrier may consist of a partition, gate, rope, railing or other means of separation.
 - If the establishment is only allowing individuals who are 21 or older to enter, then no physical barriers will be required in the gaming area.
- Class "A-3" video gaming license
 - License is exclusive to video gaming cafes.
 - License authorizes the retail sale of alcoholic beverages on the specified premises for consumption on the premises inside a video gaming café or parlor. A video gaming café or parlor shall be considered an establishment whose main revenue source is received through video gaming terminals.
- The property owner has granted permission for a liquor and video gaming license.
- Will be required to complete the Food & Beverage Tax forms and remain current with payments
- A Certificate of Occupancy must be obtained
- A Business Registration must be completed and issued
- A satisfactory criminal background check has been received.

If the Board approves the liquor and video gaming license, the applicant will be subject to a full plan review as part of the build-out. Any applicable applications, building permits, planning approvals, certificate of occupancy and State liquor and video gaming license must be applied for and approved prior to operating video gaming terminals. Any change in use, change in business, change of occupancy or construction will require the same. All proposed construction or occupancy must meet Village, building and fire code requirements and any other applicable regulations related to the proposed use.

RECOMMENDATION:

Staff is recommending the approval of ordinances to increase a Class "A-3" liquor and video gaming license for Fortune PLUS Oswego LLC, d.b.a. Fortune's Café located at 2758 US Highway 34.

ATTACHMENTS:

- Ordinances
- Exhibit A- Pre-Qualification Application
- Exhibit B- Proposed Layout
- Exhibit C- Menu

**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**

**(Fortune PLUS Oswego LLC, d.b.a. Fortune's Cafe, 2758 US Highway 34; Increase Class "A-3"
Liquor License)**

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

This 20th day of October 2020

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

ORDINANCE NO. 20 - __

AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(Fortune PLUS Oswego LLC, d.b.a. Fortune’s Cafe, 2758 US Highway 34; Increase Class “A-3” 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, Fortune PLUS Oswego LLC, d.b.a. Fortune’s Cafe has requested a Class “A-3” liquor license which authorizes the retail sale of alcoholic beverages on the specified premises for consumption on the premises inside a video gaming café or parlor. A video gaming café or parlor shall be considered an establishment whose main revenue source is received through video gaming terminals; and

WHEREAS, all required applications, permits, registrations and licenses shall be obtained from the Village of Oswego and the State prior to release of the Village issued liquor license.

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

Section 1: That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class “A-3” liquor licenses from three (3) to four (4). That Section 3-7-11 of the Village Code of the Village of Oswego is hereby amended as follows:

3-7-11: NUMBER OF LIQUOR LICENSES:

(A) There shall be no more than the following licenses in effect at any one time:

There shall be no more than four (4) Class A-1 licenses in effect at any one time.

There shall be no more than zero (0) Class A-2 licenses in effect at any one time.

There shall be no more than four (4) Class A-3 licenses in effect at any one time.

There shall be no more than sixteen (16) Class B-1 licenses in effect at any one time.
 There shall be no more than three (3) Class B-2 licenses in effect at any one time.
 There shall be no more than eighteen (18) Class C licenses in effect at any one time.
 There shall be no more than four (4) Class D licenses in effect at any one time.
 There shall be no more than two (2) Class E licenses in effect at any one time.
 There shall be no more than four (4) Class F-1 licenses in effect at any one time.
 There shall be no more than zero (0) Class F-2 licenses in effect at any one time.
 There shall be no more than zero (0) Class G license in effect at any one time.
 There shall be no more than zero (0) Class H license in effect at any one time.
 There shall be no more than zero (0) Class I license in effect at any one time.
 There shall be no more than zero (0) Class J license in effect at any one time.
 There shall be no more than one (1) Class K license in effect at any one time.
 There shall be no more than one (1) Class L license in effect at any one time.
 There shall be no more than zero (0) Class M license in effect at any one time.
 There shall be no more than two (2) Class N license in effect at any one time.
 There shall be no more than one (1) Class O license in effect at any one time.
 There shall be no more than one (1) Class P license in effect at any one time.

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 20th day of October 2020.

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

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 20th day of October 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

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

AN ORDINANCE AMENDING TITLE 3 CHAPTER 7 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(Fortune PLUS Oswego LLC, d.b.a. Fortune's Cafe, 2758 US Highway 34; Increase Class "A-3" Liquor License)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 20th day of October 2020, approved by the Village President on 20th day of October 2020 and thereafter published in pamphlet form to the extent required by law.

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

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

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

ORDINANCE NO. 20 - __

**ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**Video Gaming
(Fortune PLUS Oswego LLC, d.b.a. Fortune's Cafe, 2758 US Highway 34; Increase Class "A-3"
Video Gaming License)**

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

This 20th day of October 2020

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

ORDINANCE NO. 20 - __

**ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR
THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

**Video Gaming
(Fortune PLUS Oswego LLC, d.b.a. Fortune's Cafe, 2758 US Highway 34; Increase Class "A-3"
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, Fortune PLUS Oswego LLC, d.b.a. Fortune's Cafe has requested a Class "A-3" video gaming license which allows the licensee to apply for a video gaming license through the State. A video gaming café or parlor shall be considered an establishment whose main revenue source is received through video gaming terminals; and

WHEREAS, all required applications, permits, registrations and licenses shall be obtained from the Village of Oswego and the State prior to release of the Village issued video gaming license.

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

Section 1: That the recitals set forth above are incorporated here by reference, and the ordinance is approved to increase the number of Class "A-3" video gaming licenses from three (3) 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 four (4) Class A-3 licenses in effect at any one time.
- There shall be no more than three (3) Class B-2 licenses in effect at any one time.
- There shall be no more than two (2) Class C licenses in effect at any one time.
- There shall be no more than one (1) Class D licenses in effect at any one time.
- There shall be no more than two (2) Class E licenses in effect at any one time.
- There shall be no more than zero (0) Class F-2 licenses in effect at any one time.
- There shall be no more than one (1) Class G licenses in effect at any one time.
- There shall be no more than one (1) Class N licenses in effect at any one time.

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 20th day of October 2020.

JAMES MARTER _____

LUIS PEREZ _____

TERRY OLSON _____

JUDY SOLLINGER _____

PAM PARR _____

BRIAN THOMAS _____

APPROVED by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 20th day of October 2020.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(ORDINANCE)

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

ORDINANCE AMENDING TITLE 3 CHAPTER 31 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

**Video Gaming
(Fortune PLUS Oswego LLC, d.b.a. Fortune's Cafe, 2758 US Highway 34; Increase Class "A-3" Video Gaming License)**

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 20th day of October 2020, approved by the Village President on 20th day of October 2020.

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

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

Tina Touchette, Village Clerk
Village of Oswego

(Seal)



100 Parkers Mill • Oswego, Illinois 60543
630.554.3259
Website: <http://www.oswegoil.org>
registration@oswegoil.org

PRE-QUALIFICATION APPLICATION FOR VIDEO GAMING
(Please return completed application to the Village Clerk)

Applicant Name: Snehal Thakker Driver's License Number: [REDACTED]

Address: [REDACTED]

Telephone number: [REDACTED] Alternate Number: _____

D.O.B.: [REDACTED] Place of birth: [REDACTED]

Business Name: Fortune's Cafe / Fortune PLUS Oswego LLC

Business Address: 2758 Route 34, Oswego, IL 60543

Mailing Address (if different): [REDACTED]

Email Address: fortunepluscafe@gmail.com

Nature of Business (Principle Business Activity): Video Gaming Cafe

Location for which the license is requested: 2758 Route 34, Oswego, IL 60543

Business Phone Number: 224-520-3575 Liquor Classification: A

IBT No.: TBD

No. of Video Gaming Terminals to be placed at above establishment (Max. Limit of 5): 6

No. of Redemption Machines to be placed at above establishment (No Max Limit): 1

Will there be food service? Yes No Will the food be prepared on-site? Yes No

Do you own or operate other businesses with video gaming? Yes No If yes, provide the date of opening and address of the business.

Date: 06/24/2019 Address: Fortune's Cafe: 139 W Irving Park Rd, Streamwood, 60107

Has any license previously issued to you by the State, Federal or local authorities been revoked?
 Yes No If yes, state the reasons and date of revocation: _____

Fees:

- Liquor application; includes one (1) background check- \$250
- Additional background checks- \$100 each
- Class A Retailer's License- \$1,800 annually
- Class C Restaurant License- \$1,500 annually
- Class D Beer and Wine License- \$1,200 annually
- Class E Fraternal Society or Club License- \$750 annually
- Class G Golf Course/Clubhouse License- \$1,200 annually
- Business Registration- \$50 initial fee; \$25 annual renewal
- Contact the Building & Zoning Department regarding the fees associated with the Certificate of Occupancy
➤ 630-554-2310
- Video Gaming license fee- \$750 annually
- Video Gaming terminal fee- \$300 each annually
- Video Gaming redemption machine- \$50 each annually
- Distributors License Fee- \$1,000 annually

*All fees are non-refundable.

Instructions:

- Complete the liquor license application and background check.
- Upon approval of the background check, the applicant must present their concept/business plan to the Village Board at a regularly scheduled Committee of the Whole meeting. Meetings are held on the first and third Tuesday of the month at 6:00 p.m.
- The Village Board will decide whether the applicant can move forward through the process of obtaining approval.
- If approval to move forward is obtained, staff will draft ordinances to be presented and approved at a regularly scheduled Village Board meeting. Meetings are held on the first and third Tuesday of the month at 7:00 p.m. The applicant will be required to attend the meeting to answer additional questions from the Village Board.
- Once approved, the applicant may continue through the process of obtaining, State liquor and video gaming licenses, certificate of occupancy and business registration.

Pursuant to Titles 3 & 6 of the Village of Oswego Code of Ordinances, I hereby certify that no changes have occurred or have been made since my last application and that I have read the above Pre-Qualification Application, and that all information contained therein is true and correct.

PENALTY: Any person found liable/guilty by a preponderance of the evidence of a violation of Village Code, relating to this licensing, in an administrative/judicial hearing shall be subject to a class IV fine, plus applicable hearing costs, as provided in subsection 1-4-3(G) of this code.

I understand any misrepresentations submitted may be cause for denial. The undersigned does hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the person or persons applying for video gaming are all of good moral character and have not been convicted of a felony; that if the applicant is approved hereunder, the undersigned will review the Village of Oswego Code of Ordinances, the State of Illinois Compiled Statutes and the Laws of the United State of America and is not disqualified by reason of any matter or thing contained in this document.

Signed: _____



(Authorized Signature)

Date: 8/17/2020

Title: Member, Fotune PLUS Oswego LLC



Community Development Department

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

August 12, 2020

Zoning Verification for: **2758 Route 34, Oswego, Illinois 60543**

The subject property at 2758 Route 34 is currently zoned B-3 Community Service and Wholesale District. Restaurants and taverns are considered permitted uses in the B-3 District.

Please be advised that the regulations and standards of the Village's Zoning Ordinance, including Section 8.03 and 12.00, must be followed. In addition, a traffic study may be warranted.

Natalie Zine
Development Services Department
Village of Oswego

Midwest Mutual Group, INC.

August 19, 2020

Dear Village of Oswego,

This is letter is to inform you that Fortune Plus Oswego, LLC has our permission, Midwest Mutual Group, INC, being the landlord at the address of 2758 Route 34 to have a liquor license and video gaming license.

If you have any questions, please call us at 630-455-4495.

Thanks,



Costa Kouniaris

Manager for Midwest Mutual Group, INC.

EQUIPMENT SCHEDULE

REFER TO ELECTRICAL, MECHANICAL & PLUMBING DRAWINGS - ALL KITCHEN EQUIPMENTS TO BE PROVIDED BY THE OWNER AND INSTALLED & CONNECTED (FINAL TRIM) BY THE GENERAL CONTRACTOR, U.N.O.

NOTES:
 1: G.C. SHALL CO-ORDINATE & PROVIDE ALL PLUMBING, ELECTRICAL & MECHANICAL CONNECTIONS (INCLUDING AMPERAGE, VOLTAGE, PHASE & RECEPTACLE) WITH ACTUAL EQUIPMENTS.
 2: ALL CABINERY SHALL HAVE NON POROUS/ SOLID SURFACE COUNTER TOPS W/ 4" HIGH BACK SPLASH & 6" BASE. COUNTER TOPS WHERE DROP-IN COLD & HOT HOLDING EQUIPMENT (I.E. ICE BIN) IS PROPOSED MUST BE FITTED USING STAINLESS STEEL FLANGE - GC TO CO-ORDINATE LOCATIONS FOR GROMMETS/ CUT-OUTS IN COUNTER TOP AS REQUIRED
 3: ALL CUSTOM EQUIPMENTS SHALL BE APPROVED BY NSF.
 4: ALL EQUIPMENTS SHALL MEET CODES PER THE APPLICABLE JURISDICTIONS.
 5: ALL ADDITIONAL OPTIONS AND ACCESSORIES OF THE NEW EQUIPMENTS SHALL TO BE DETERMINED BY THE OWNER. G.C. SHALL COORDINATE ACCORDINGLY.
 6: ALL FLOOR EQUIPMENTS SHALL HAVE 4" HIGH CASTORS OR LEGS.
 7: G.C. SHALL PROVIDE SHUT-OFF VALVES PER THE EQUIPMENTS MANUFACTURERS RECOMMENDATIONS
 8: G.C. SHALL VERIFY THE FUNCTIONALITY OF ALL THE EXISTING OR RELOCATED EQUIPMENTS. ADDITIONALLY, THE G.C. SHALL VERIFY THE EXACT MAKE & MODEL OF ALL SUCH EQUIPMENTS.
 9: MOP SINK *** - BRASS SERVICE SINK FAUCET & HANDLES WITH 3/4" HOSE END SPOUT WITH INTEGRAL VACUUM BREAKER - W/ HEAVY DUTY 5/8" Ø HOSE & HOSE HOLDER WITH MOP HANGER *** PROVIDE & INSTALL MIN. 8" SIZE SWING-TYPE OR GOOSE-NECK TYPE SPOUT, FAUCET WITH WRIST HANDLES, AERATOR, DRAINS, STRAINERS - TO BE SPLASH OR DECK MOUNTED (VERIFY WITH SINK MODEL) - PROVIDE W/ PRE-RINSE SPRAY UNIT ON 3-COMP. SINK - ALL ACCESSORIES TO BE FROM THE SAME MANUFACTURER AS SINK, TYPICAL.
PLUMBING:
 OSD OPEN SITE DRAIN (REFER PLUMBING FOR DETAILS)
 D DIRECT CONNECTION
 R/H ROUGH IN HEIGHT (TO CENTER OF CONNECTION)
ELECTRICAL:
 D DIRECT CONNECTION
 C CONVENIENT OUTLET
 FSO FLOOR STUB OUTLET
 DC DROPPED CORD
REFRIGERATION:
 H.P. HORSE POWER

NO.	EXISTING	RELOC.	NEW	DESCRIPTION	MANUFACT.	MODEL	REMARKS	PLUMBING				ELECTRICAL				REFRI.		GAS		NATURAL GAS INLET SIZE
								WATER HW	WASTE CW	TYPE	SIZE	CONN.	HEIGHT	PHASE	VOLTS	AMPS.	H.P.	REFRI.	BTU/ Hr	
KITCHEN/ BAR/ BEVERAGE EQUIPMENT:																				
1				METAL SHELVING	METRO OR EQUIVALENT		NSF CERTIFIED; SIZE AS LISTED ON THE PLANS; W/ MIN. 6" LEGS													
2				HANDSINK- WALL MOUNTED	ADVANCED TABCO	775-40	TOWEL SPOUT; GOOSE NECK FAUCET; LEVER/BLADE HANDLE, SPLASH GUARDS	1/2"	1/2"	OSD	1-1/2"									
3				PREP SINK ##	ADVANCED TABCO	FE-1-1620-18 R	GOOSE NECK FAUCET; LEVER/BLADE HANDLE	1/2"	1/2"	OSD	1-1/2"									
4				ATM MACHINE	BY OWNER	BY OWNER														
5				GAMING MACHINE	BY OWNER	BY OWNER	SIZE: 54" x 106"													
6				GAMING MACHINE	BY OWNER	BY OWNER	SIZE: 23" x 24"													
7				GAMING MACHINE	BY OWNER	BY OWNER	SIZE: 23" x 24"													
8				(2) DR. REFRIGERATOR WITH WORK-TOP	ARCTIC-AIR	AUC48R	PROVIDE ON 4" DIA. CASTER													
9				RAPID COOK MICROWAVE	TURBO-CHEF	SOTA	PROVIDE ON 4" LEGS													
10				(3) DR. REFRIGERATOR WITH WORK-TOP	TURBO-AIR	MUR-72-N	PROVIDE ON 4" DIA. CASTER													
11				3-COMPARTMENT POT SINK ##	ADVANCED TABCO	93-43-72-15RL	TOTAL LENGTH 98" W/ 2 DRAIN BOARDS; BOWL 18Wx 24Lx 12H; NSF CERTIFIED	1/2"	1/2"	OSD	2"									
12				S.S. SIDE SPLASH	CUSTOM		MIN. 6" H STAIN. STEEL, PERMANENTLY ATTACHED TO THE SIDE OF SINK													

SMALL EQUIPMENT:																				
NO.	EXISTING	RELOC.	NEW	DESCRIPTION	MANUFACT.	MODEL	REMARKS													
S1				WALL MOUNTED HOOKS	-	-	FOR EMPLOYEES COATS, ETC; 6 HOOKS													
S2				MICROWAVE	AMANA COMMERCIAL	ACP RCS 1075	NEMA 5-15P PLUG													
S3				PANINI MAKER	AVANTCO	P SERIES PANINI SANDWICH GRILLS	NEMA 5-15 PLUG					1	120/60	1750 W						

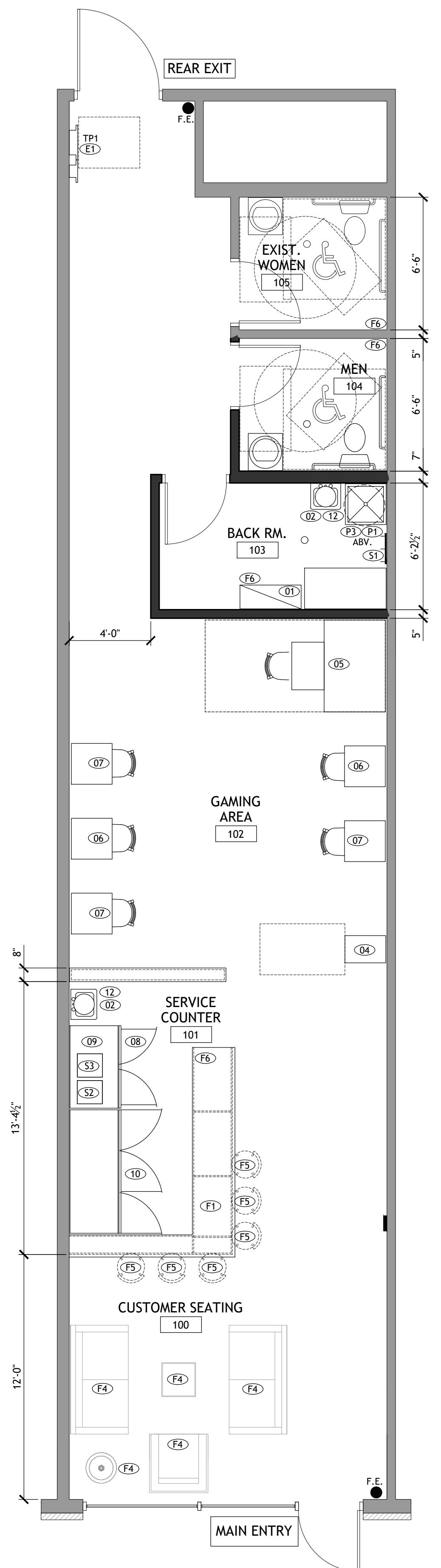
POS EQUIPMENT:																				
NO.	EXISTING	RELOC.	NEW	DESCRIPTION	MANUFACT.	MODEL	REMARKS													
PO1				CASH REGISTER SYSTEM			SEE ELECTRICAL DWGS.													
PO2				COMPUTER			SEE ELECTRICAL DWGS.													

MEP EQUIPMENT:																				
NO.	EXISTING	RELOC.	NEW	DESCRIPTION	MANUFACT.	MODEL	REMARKS													
P1				MOP SINK ***			SEE PLUMBING DWGS.													
P2				GREASE TRAP, UNDER SLAB			SEE PLUMBING DWGS.													
P3				WATER HEATER	GAS WATER HEATER		SEE PLUMBING DWGS.													
P4				WATER METER	EXISTING TO REMAIN, NO CHANGE		SEE PLUMBING DWGS.													
E1				ELECTRICAL PANEL			SEE ELECTRICAL DWGS.													
E2				SIGNAGE CONTROL PANEL			SEE ELECTRICAL DWGS.													
M1				EXIST. FURNACE			SEE MECHANICAL DWGS.													

FURNITURE/ SIGNAGE:																				
NO.	EXISTING	RELOC.	NEW	DESCRIPTION	MANUFACT.	MODEL	REMARKS													
F1				FRONT "L-SHAPE" COUNTER WITH P.O.S., #F-#L#F-#D#D#4" H. MAX.	CUSTOM W/ QUARTZ TOP	BY G.C.	FIXED TOP, V.I.F. - PROVIDE GROMMET AS REQUIRED - SEE DETAIL - SEE FINISH SCHEDULE - P. LAMINATED (LAMINATE FINISH TO BE WHITE) BASE CABINET UNDER TOP WITH (2) OPEN SHELF WITH 3/4" PLYWOOD BACK & SIDES WITH FINISH - ALL INTERIOR TO BE WHITE MELAMINE - INTERIOR LAMINATED OPEN SHELF TO BE ADJUSTABLE ON PIN REST SUPPORT													
F2				SQUARE TABLES & CHAIRS			36"W x 36"D x 34" H. W/ (4) CHAIRS EACH, VERIFY SIZE WITH OWNER / VENDOR													
F3				RECTANGLE TABLES & CHAIRS			48"W x 36"D W/ (4) CHAIRS EACH, VERIFY SIZE WITH OWNER / VENDOR													
F4				SOFA CHAIR & TABLES			VARIOUS SIZES, VERIFY SIZE WITH OWNER / VENDOR													
F5				BAR COUNTER STOOLS			TO BE PROVIDED BY THE OWNER													
F6				TRASH BIN			TO BE PROVIDED BY THE OWNER													
F7				BUILT IN DISPLAY / STORAGE CABINET	CUSTOM W/ STAINED FINISH	BY G.C.	FIXED WITH SIZE SHOWN - SEE DETAIL - BUILT-IN CABINET WITH OPEN SHELF WITH 3/4" PLYWOOD ALL SIDES WITH STAINED FINISH													

HEALTH DEPARTMENT NOTES:

- STORAGE: ALL FOOD AND FOOD-RELATED ITEMS MUST BE STORED AT LEAST SIX (6) INCHES FROM THE FLOOR. NO FOOD PRODUCT SHALL BE STORED DIRECTLY ON THE FLOOR AT ANY TIME DURING STORAGE OR DISPLAY.
- EMPLOYEES' BELONGINGS: SUITABLE FACILITIES, SUCH AS WALL MOUNTED HOOKS (OR LOCKERS OR COAT HANGERS), FOR STORAGE OF EMPLOYEES' CLOTHING AND OTHER PERSONAL BELONGINGS MUST BE PROVIDED IN AN ACCEPTABLE AREA SEPARATE FROM FOOD STORAGE. DESIGNATE AN APPROPRIATE AREA FOR PERSONAL BELONGINGS.
- RESTROOMS: RESTROOMS MUST BE IN GOOD REPAIR, EASILY CLEANABLE, HAVE HAND SINKS AND PERMANENT SOAP AND TOWEL DISPENSERS, AND HAVE MECHANICAL VENTILATION AND SELF-CLOSING DOORS.
- HAND SINKS: HAND SINKS MUST BE ACCESSIBLE, CONVENIENTLY LOCATED, AND MAINTAINED IN GOOD REPAIR AT ALL TIMES. PERMANENT HAND SOAP, PAPER TOWELS DISPENSERS AND WASTE RECEPTACLES ARE REQUIRED AT ALL HAND WASHING SINKS. HANDSOAP DISPENSERS AND PAPER TOWEL SHALL BE ATTACHED TO THE WALL AT HANDSINK LOCATIONS LOCATED IN SECTION 103, MARKER 02X2 HANDSINKS.
- LIGHTING: SHIELDING MUST BE PROVIDED FOR ALL ARTIFICIAL LIGHT FIXTURES LOCATED OVER, BY OR WITH FOOD STORAGE, SERVICE, PREPARATION AND DISPLAY FACILITIES WHERE UTENSILS AND EQUIPMENT ARE CLEANED AND STORED.
- BLADE OR LEVER HANDLED FAUCETS SHALL BE PROVIDED (SELF CLOSING METERED FAUCETS ARE NOT APPROVED) FOR THE FOLLOWING EQUIPMENTS: 3-COMPARTMENT SINK, FOOD PREPARATION SINK, HAND SINK & LAVATORY SINK.



PROPOSED FLOOR / EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"

1

Document Record:

Issue Date	Description
10.08.2020	For Owner Review
10.09.2020	For Owner Review

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IPA
PURHOIT ARCHITECTS

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 Schaumburg, IL 60173

Tel. (847) 496-5322
 Cell. (847) 757-1618
 shilpa@purohitarchitects.com
 www.purohitarchitects.com

Interior Tenant Build-out for:
Gaming Cafe
 2758 Route 34, Oswego IL 60543
 Owner: Fortune Gaming, LLC

Issue Date: Oct. 09. 2020
 Drawn By: PAI

Sheet:
PROPOSED EQUIPMENT / FLOOR PLAN

A2

PAI PROJECT NUMBER
 20143.00

EXHIBIT "B"

START YOUR DAY**BAGEL AND CREAM CHEESE**

\$2.50

Toasted Bagel of your choice with cream cheese
Choice of bagels: Cinnamon Raisin, Wheat, White

EGG & CHEESE SANDWITCH

\$3.50

Toasted Bagel of your choice with Monterey Jack
Cheese and double layer eggs
Choice of bagels: Cinnamon Raisin, Wheat, White

ALL DAY MUNCHING**HASH BROWNS**

\$1.49

Delicious and crispy potato medallions served
with ketchup

MOZZARELLA CHEESE STICKS

\$1.49

Elongated pieces of battered or breaded mozzarella
served with ketchup or marinara sauce

COOKIES

\$1.49

Chocolate Chips, White Chip Maccadamia,
Peanut Butter

SANDWICHES**GRILLED CHEESE & TOMATOES**

\$4.95

Monterey Jack Cheese with oven-toasted
tomatoes on country Italian bread

TURKEY AND SWISS CHEESE

\$4.95

Sliced Turkey Breast and Swiss Cheese on
Country Italian Bread

HAM AND SWISS CHEESE

\$4.95

Sliced Ham and Swiss Cheese grilled on
Country Italian Bread

COLD BEVERAGES

Coke

\$1.49

Sprite

\$1.49

Diet Coke

\$1.49

Apple Juice

\$1.99

Orange Juice

\$1.99

Bottled Water

\$1.99

Lemonade

\$1.99

WHITE WINES

Pinot Grigio

\$3.99

Chardonnay

\$3.99

Sauvignon Blanc

\$3.99

RED WINES

Chianti

\$3.99

Merlot

\$3.99

Cabernet Sauvignon

\$3.99

Pinot Noir

\$3.99

BEER

Corona

\$2.99

Armstel Light

\$2.99

Heineken

\$2.99

Coors Light

\$2.99

Miller Light

\$2.99

Modelo

\$2.99

HOT BEVERAGES

House Coffee

\$0.99

Hot Tea

\$0.99

Hot Chocolate

\$0.99

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: October 20, 2020

SUBJECT: Freddie’s Off the Chain Preliminary/Final Planned Unit Development

ACTION REQUESTED:

An ordinance granting a Preliminary/Final Planned Unit Development to allow for the development of a restaurant and associated site improvements in the B-2 Community Shopping District.

BOARD/COMMISSION REVIEW:

The Planning and Zoning Commission reviewed the request with a public hearing at a Special meeting on July 30, 2020 (staff report and minutes attached). The applicant spoke briefly about the proposed restaurant.

One audience member also wished to speak at the public hearing, the owner of the property adjacent to the northeast side (Dusty Road). He questioned how the construction would affect the easements between the two properties and expressed concern that people will use the Dusty Road parking lot as an easement to the restaurant and was also concerned about potential debris from the beer garden. The applicant stated they would be willing to install a fence between the properties to resolve these issues.

After some additional discussion regarding the hours of operation, music, the fence, and parking on the property, the Commission voted to accept the findings of fact and recommend approval of the Preliminary/Final Planned Unit Development with the addition of fencing along the Dusty Road property to prevent cross access between the two properties and subject to approval of final engineering by staff (approved 6-0, one absent).

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Community Development

SUBMITTED BY: Natalie Zine, Planner

FISCAL IMPACT:

N/A

BACKGROUND:

The subject property is generally located at 11 Madison Street, in the Village of Oswego, in Kendall County. The property is zoned B-2 Community Shopping District. The existing building had been vacant for a year and a half. It was last used as storage for a garden store. Before that, it was a used car dealership.

DISCUSSION:

The proposed development will include an interior remodel of the existing building, a one-story 741 square-foot addition, façade improvements, and various site improvements including two outdoor seating areas.

The southern addition will be approximately five feet from the property line. No yard is required, however if a yard is provided it shall be not less than five (5) feet in depth. The plan therefore meets this requirement. The rear or western additions to the building appear to only be approximately two to three feet from the property line (setback not labeled on plan), however the property backs up to a public alley, and does not believe it will be an issue. The front yard setback will not change.

The subject property is zoned B-2 Community Shopping District. Restaurants are a permitted use in the B-2 Community Shopping District per Ordinance Section 8.02. Additionally, the proposed land use aligns with the Village Comprehensive Plan's designation of "Downtown District".

Per Section 12.00 of the Zoning Ordinance, restaurants are required to provide one (1) parking space for each one hundred (100) square feet of floor area. The proposed building will be a total 2,420 square feet approximately. Therefore, twenty-four (24) parking spaces would typically be required however the Village has not enforced a minimum parking requirement in the downtown area in recent years. The site plan illustrates ten (10) parking spaces including 1 handicap/ADA (and 3 of which will be employee parking only) for the restaurant. Bicycle parking shall also be provided. A pedestrian pathway is outlined in yellow paint from the sidewalk on Madison Street to the front entrance. The proposed site layout will maintain the existing entrance on Madison and potential cross access to either adjacent property, although easements have not been requested at this time.

As this is an existing site and structure, minimal new landscaping is proposed. A new landscape is proposed along the eastern property line (Madison Street) where new shrubs and street trees will be planted. In addition, the front outdoor seating area will be bordered by large, protective barrier planter boxes. This will add some additional landscaping that will be visible from Madison. A six-foot (6') tall privacy fence is proposed around the outdoor beer garden area to

provide some protection from the sound on Madison and the weather elements. String lights will be hung over the beer garden area for ambiance.

The proposed addition and existing façade will be updated with a new brick and stone veneer. Signage shall comply with the Village Sign Code.

In summary, staff believes the proposed Preliminary/Final Planned Unit Development is in general compliance with the Village's Zoning Ordinance and Subdivision regulations and would recommend approval of the request the development of a restaurant and associated site improvements at 11 S. Madison. Staff is still working with the applicant on final engineering and minimal changes to the PUD Plan.

RECOMMENDATION:

Staff recommends approval of an ordinance granting a Preliminary/Final Planned Unit Development to allow for the development of a restaurant and associated site improvements at 11 S. Madison with the condition that the applicant install a fence along the northern property line and subject to final approval of the engineering plans by staff.

ATTACHMENTS:

- Ordinance
- Exhibit A: Legal Description
- Exhibit B: Location Map
- Exhibit C: Preliminary/Final PUD Plan
- Exhibit D: Landscape Plan
- Exhibit E: Elevations
- Planning & Zoning Commission Memo
- Planning & Zoning Commission Minutes

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

ORDINANCE NO. 20 -- __

**AN ORDINANCE GRANTING A PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT
TO ALLOW FOR THE DEVELOPMENT OF A RESTAURANT AND ASSOCIATED SITE
IMPROVEMENTS IN THE B-2 COMMUNITY SHOPPING DISTRICT AT 11 S. MADISON
STREET IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

(Project #1070.19 – Freddie’s Off the Chain – Preliminary/Final PUD – 11 S. Madison 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.

AN ORDINANCE GRANTING A PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT TO ALLOW FOR THE DEVELOPMENT OF A RESTAURANT AND ASSOCIATED SITE IMPROVEMENTS IN THE B-2 COMMUNITY SHOPPING DISTRICT AT 11 S. MADISON STREET IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(Project #1070.19 – Freddie’s Off the Chain – Preliminary/Final PUD – 11 S. Madison 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, Mona Herrada submitted an application for a Preliminary/Final Planned Unit Development to allow for the development of a restaurant and associated site improvements at 11 S. Madison Street; and

WHEREAS, the property is currently zoned B-2 Community Shopping District and is currently improved with a one-story commercial building; and

WHEREAS, the Planning and Zoning Commission reviewed the request at a Public Hearing on July 30; 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.**
 - a. The proposed restaurant, Freddie’s Off the Chain, at 11 S Madison St. will serve authentic Mexican foods in the downtown area, providing a new dining option for Oswego residents. The community is already familiar with the Freddie’s Off the Chain food truck and has proven the high demand for this cuisine.

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.**
 - a. The proposed building Freddie's Off the Chain will have a new exterior elevation with brick facade and large windows and landscaping in the site, enhancing the property and adding vibrancy to the block and the downtown. The business operation will adhere to the rules and regulations of Village of Oswego and State of Illinois.
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.**
 - a. The project proposal includes a full interior remodel and an addition that will facilitate the use of the building as a restaurant with outdoor seating. The design of the restaurant and exterior site layout will comply with the applicable zoning district regulations and will not prohibit the development and use of 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.**
 - a. The proposed restaurant will add the vitality of the downtown business district and aligns with the Village's comprehensive plan for the area.
5. **There shall be reasonable assurance that the proposed building or use will be completed and maintained in a timely manner, if authorized.**
 - a. Estimated commencement of construction October 2020 with a construction timeline of about 3 months for completion.

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 Preliminary/Final Planned Unit Development to allow for the development of a restaurant and associated site improvements in the B-2 Community Shopping at 11 S. Madison Street, is approved, with the condition that the applicant install a fence along the northern property line and subject to final approval of the engineering plans by staff, 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" - Preliminary/Final PUD Plan
- Exhibit "D" - Landscape Plan
- Exhibit "E" - 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 PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT TO ALLOW FOR THE DEVELOPMENT OF A RESTAURANT AND ASSOCIATED SITE IMPROVEMENTS IN THE B-2 COMMUNITY SHOPPING DISTRICT AT 11 S. MADISON STREET IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(Project #1070.19 – Freddie’s Off the Chain – Preliminary/Final PUD – 11 S. Madison Street)

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)

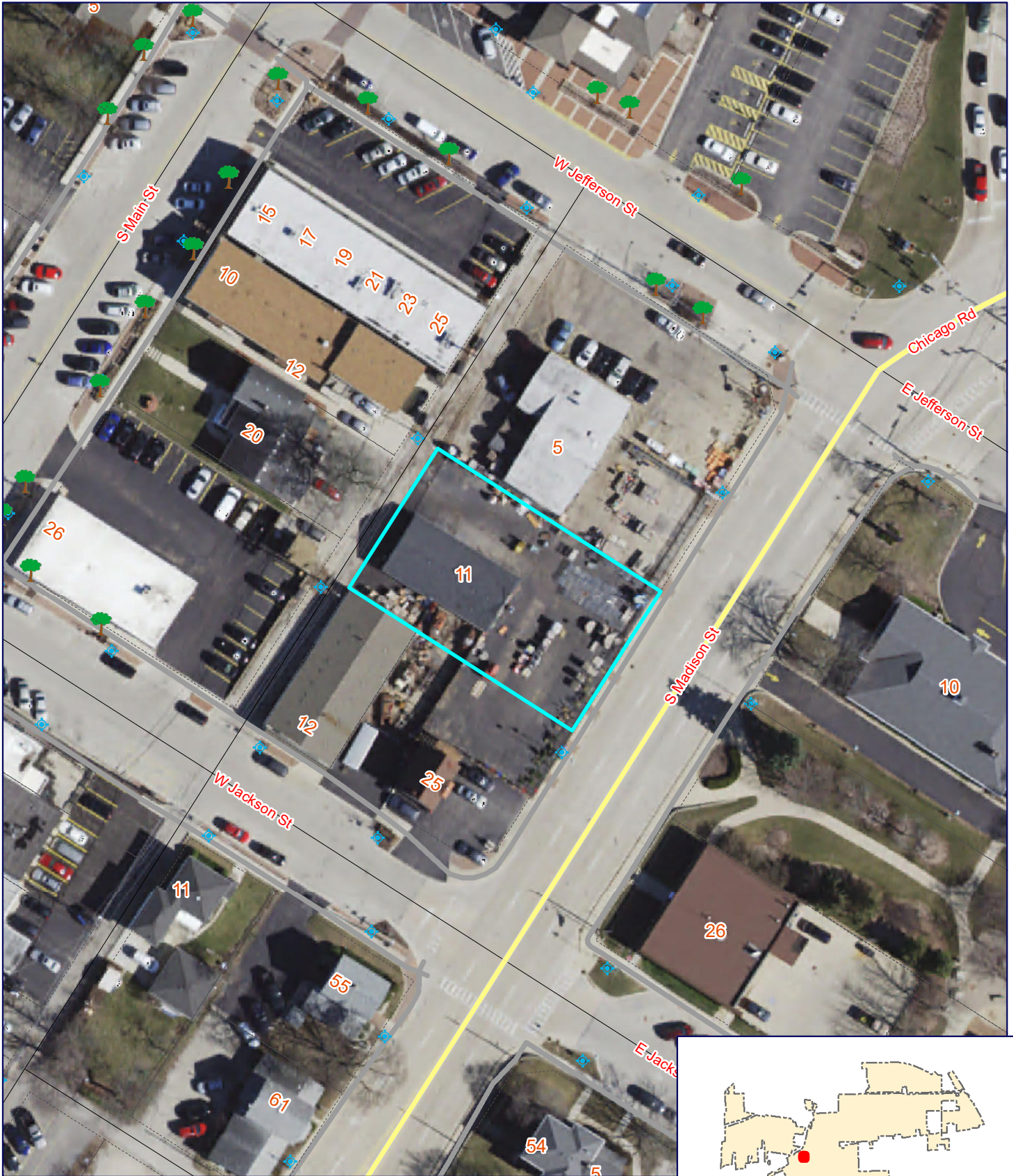
Exhibit "A"
Legal Description

S 16 LT 4 & N 50 LT 5 BLK 2 & ADJ VAC ALLEY OSWEGO ORIG. TOWN

Commonly known as: 11 S. Madison Street

DRAFT

11 S. Madison Street



Date Printed: 7/7/2020



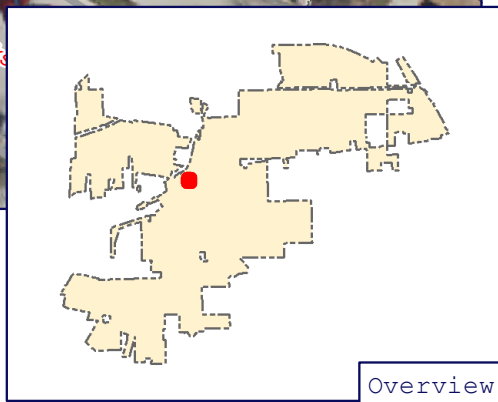
100



Feet



The requested map will be created for study purposes only. Please refer to the official recorded plats or deeds for the actual legal descriptions and property dimensions. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by the Village of Oswego or its employees. This work is protected by the United States Copyright Act of 1976 (17 U.S.C. 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.



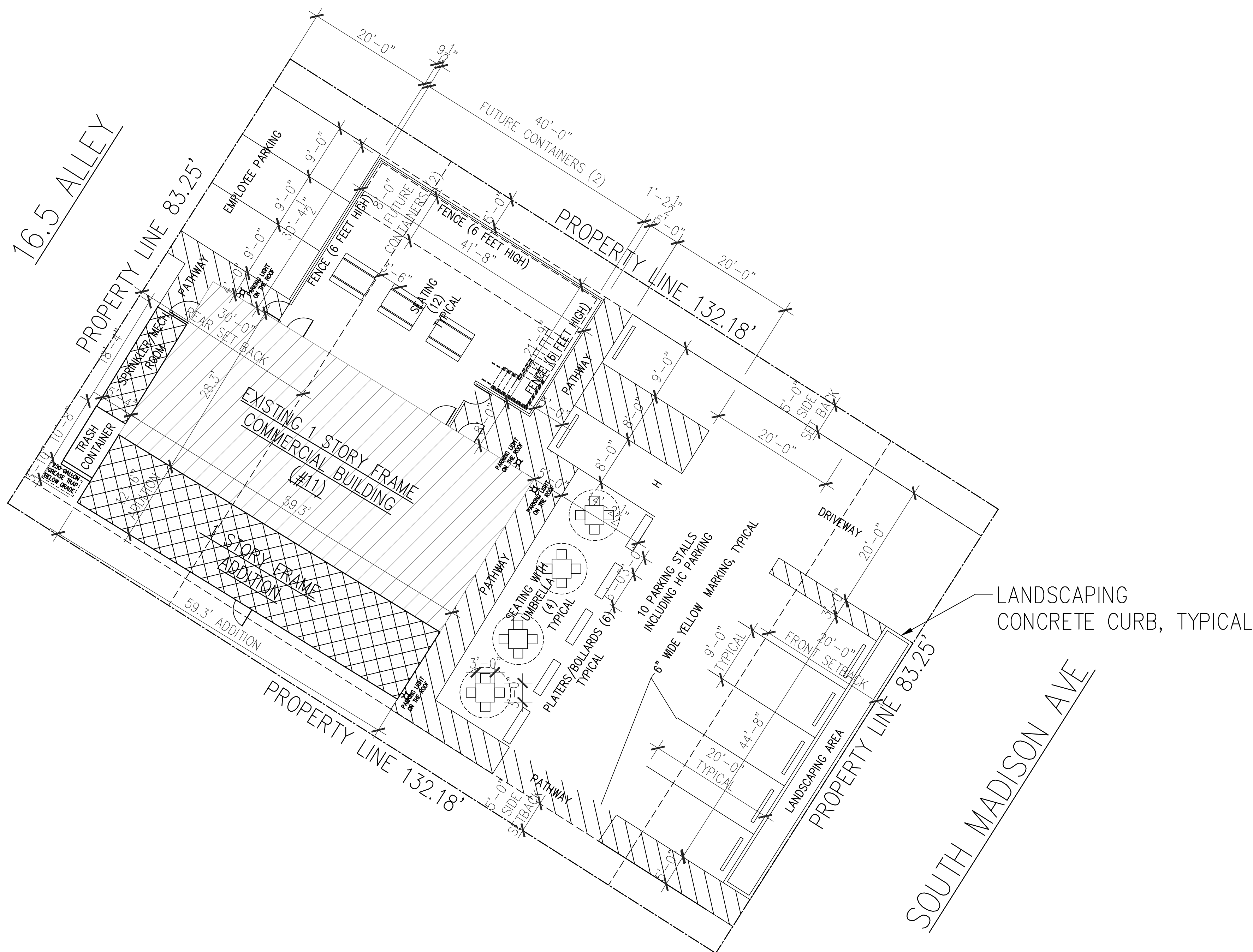
Overview

SHEET INDEX:

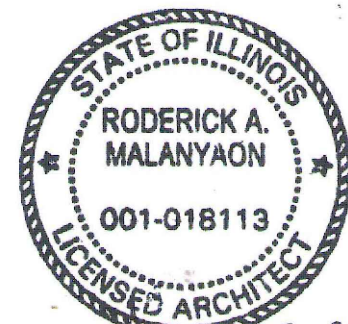
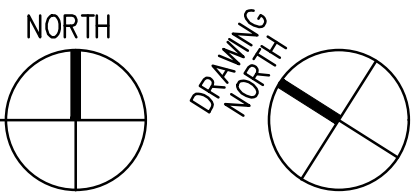
- A1.0 SITE PLAN
- A1.1 LANDSCAPING PLAN
- A2.0 RESTAURANT FLOOR PLAN
- A2.1 EGRESS PLAN AND REFLECTED CEILING PLAN
- A3.0 EXTERIOR ELEVATIONS

PROJECT INFORMATION:

PROJECT ADDRESS :	11 SOUTH MADISON ST. OSWEGO, IL
BUILDING CODE REQUIREMENTS:	IBC 2009, IMC 2009 IFGC 2009, NEC 2009, 2014 ILLINOIS PLUMBING CODE, 2018 IECC ILLINOIS ACCESSIBILITY CODE , OCT. 23, 2018
OCCUPANCY :	A-2 ASSEMBLY
AREA	
REMODELING OF EXISTING	1,678.19
ADDITION	741.25
TOTAL	2,419.44 SF
CONSTRUCTION TYPE :	TYPE 5B
SPRINKLERED	YES (BY OTHERS)
FIRE ALARM	YES (BY OTHERS)



SITE PLAN
 SCALE: 3/32" = 1'-0"



Handwritten signature and date: 7/6/20

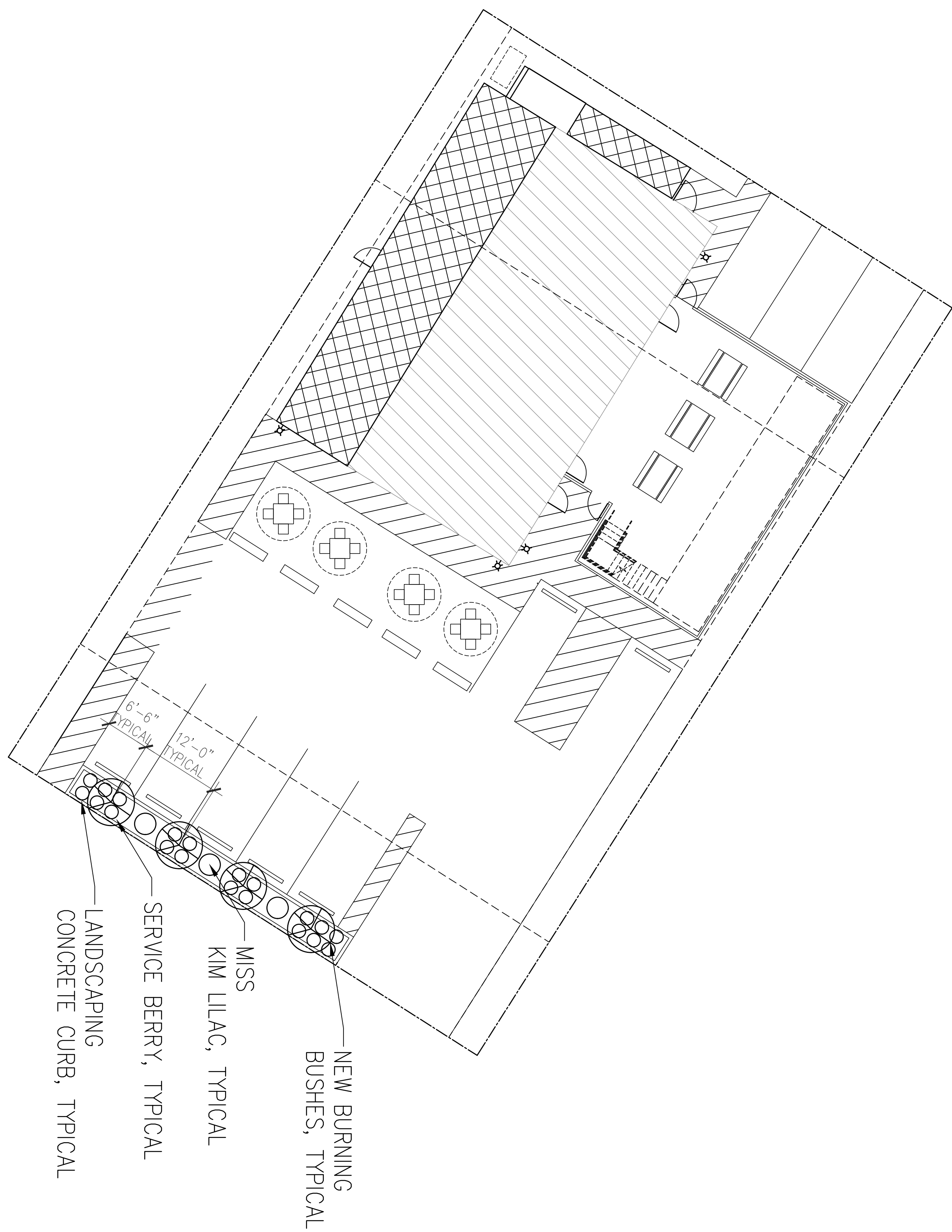
ISSUED TO VILLAGE OF OSWEGO 7-9-2020

SITE PLAN AND PROJECT INFORMATION

RESTAURANT REMODELING AND ADDITION AT FREDDIE'S OFF THE CHANGE

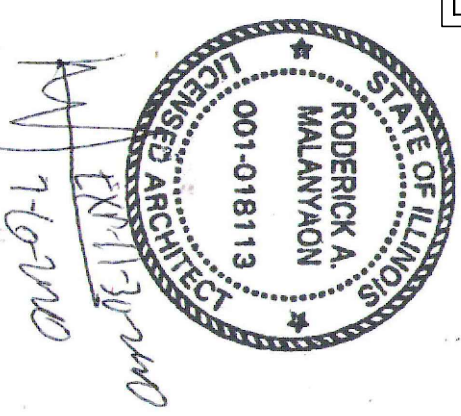
11 SOUTH MADISON, OSWEGO ILLINOIS 60543

JOB NUMBER	20129
REVISIONS	
SHEET	A1.0

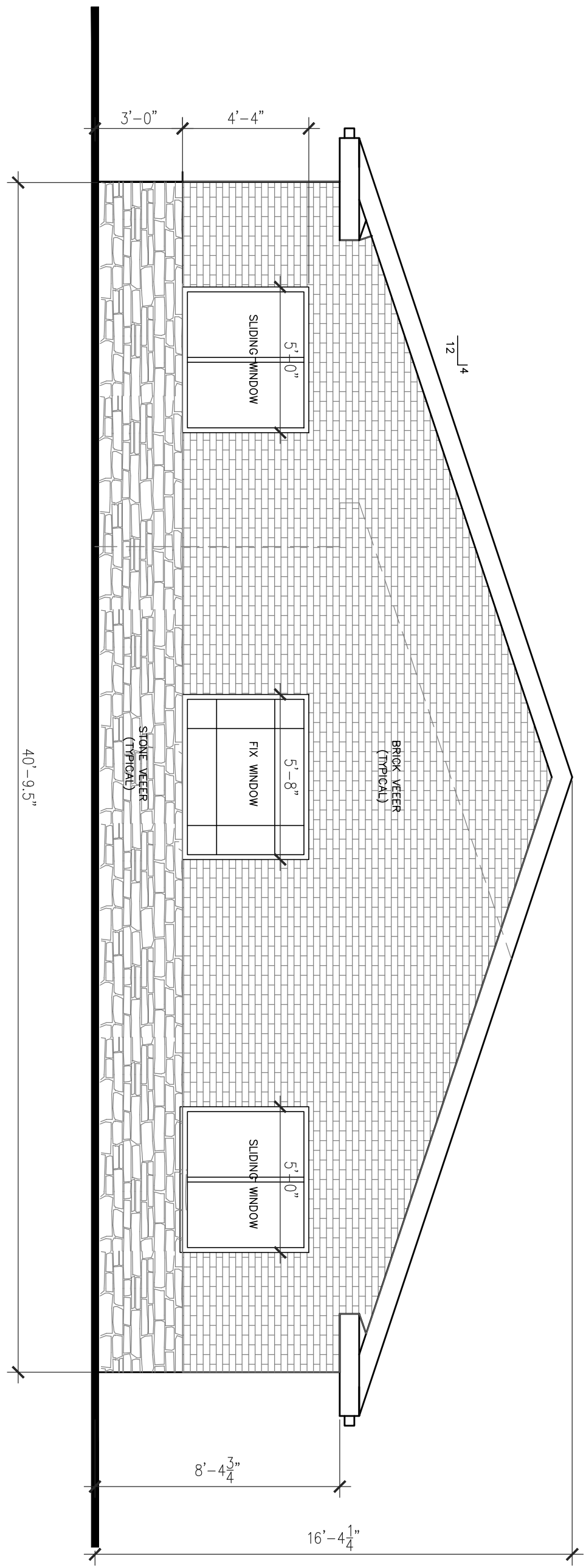


LANDSCAPING PLAN
SCALE: 3/32" = 1'-0"
NORTH
DRAWING NORTH

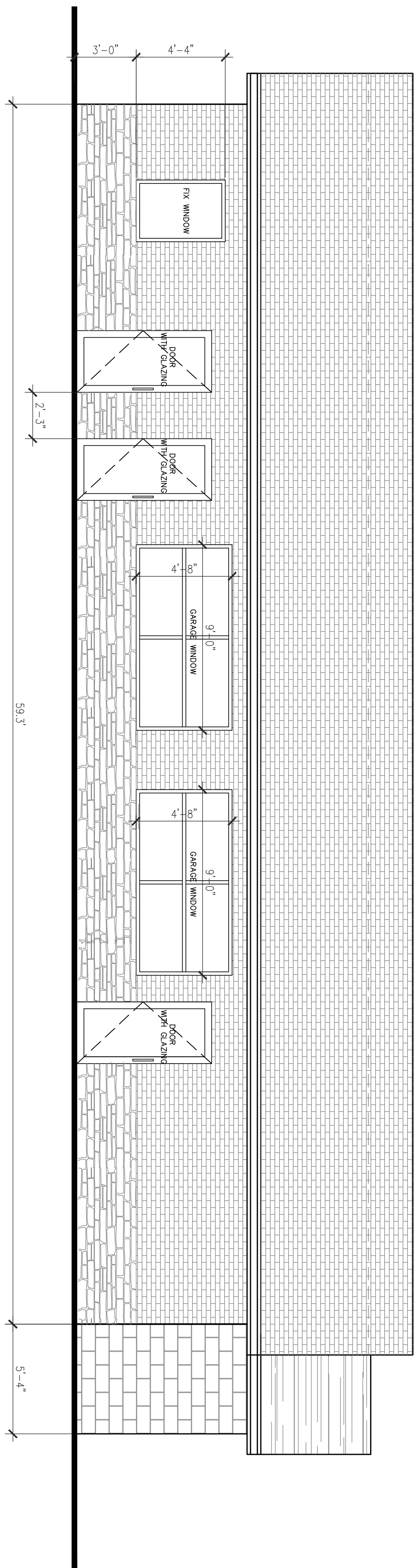
PLANT LIST			
COMMON NAME	SPECIES	SIZE	
SERVICE BERRY	AMELANCHIER	2.5" DIAM.	
MISS KIM LILAC	SYRINGA PUBESCENS	2.5" DIAM.	
BURNING BUSH	EUONYMUS ALATUS	DWARF VARIETY	



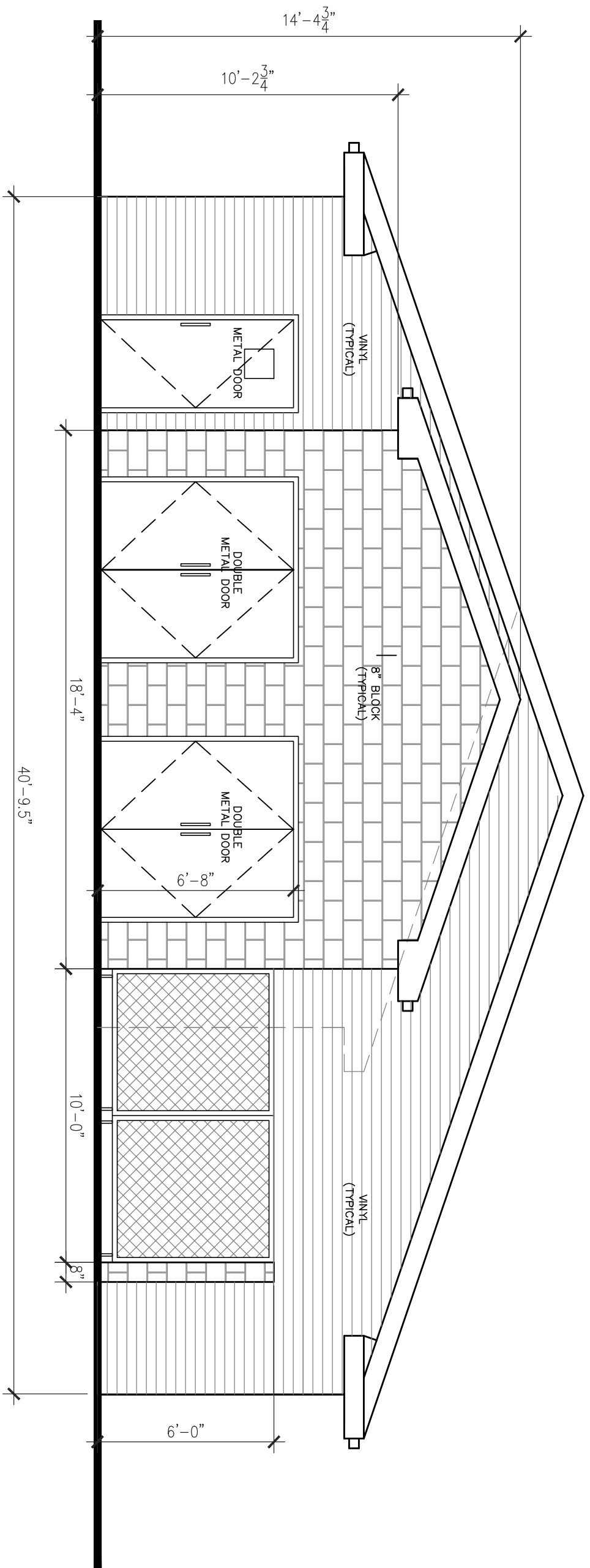
ISSUED TO VILLAGE OF OSWEGO 7-9-2020



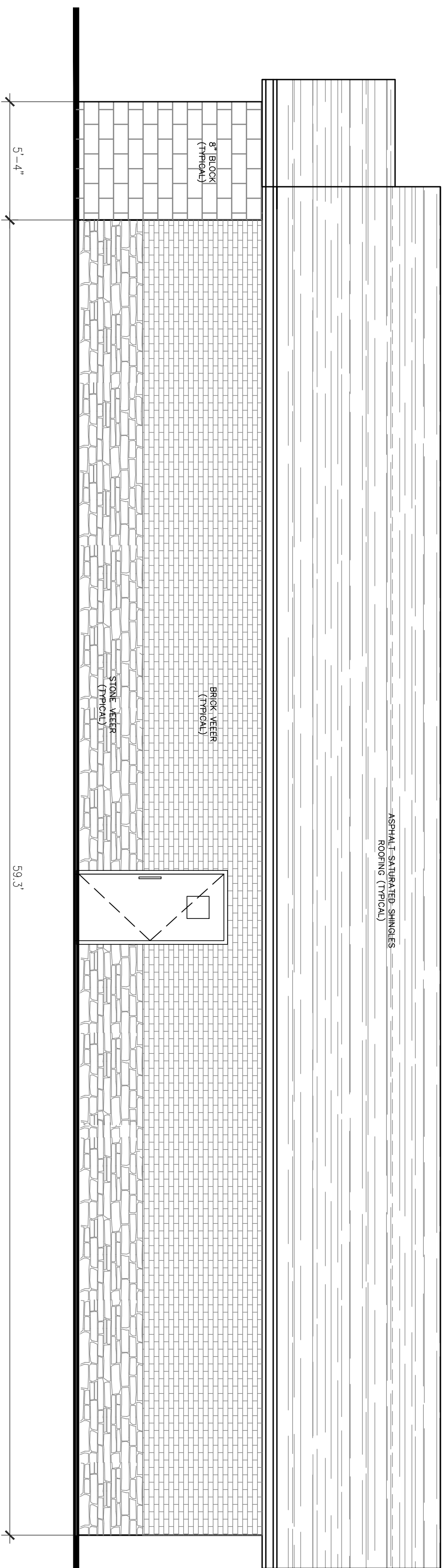
1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"

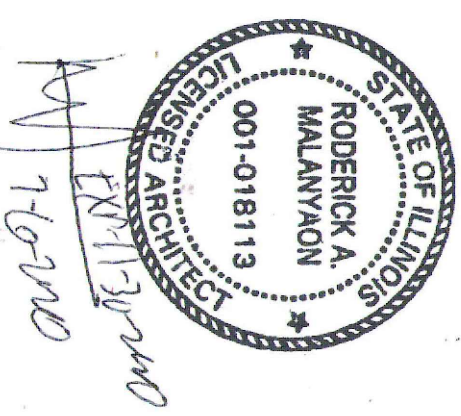


3 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



4 WEST ELEVATION
SCALE: 1/4" = 1'-0"

Exhibit E



ISSUED TO VILLAGE OF OSWEGO 7-9-2020

A3.0 SHEET

REVISIONS	JOB NUMBER
	20129

EXTERIOR ELEVATIONS

RESTAURANT REMODELING AND ADDITION AT FREDDIE'S OFF THE CHANGE
11 SOUTH MADISON, OSWEGO ILLINOIS 60543

RAM ARCHITECTS, INC.
ILLINOIS PROFESSIONAL DESIGN FIRM REGISTRATION # 184003840
ROD MALANYAN, AIA
Master of Structural Engineering Bachelor of Architecture
3837 E. 30th RD., Sheridan, Illinois 60551
630.861.9987 (Mobile) rmalanyanram@yahoo.com





STAFF REPORT

DATE: July 30, 2020
TO: Chairman and Planning & Zoning Commission
FROM: Natalie Zine, Planner
SUBJECT: Staff Report for the July 30, 2020 Planning & Zoning Commission Meeting
11 Madison Street; Preliminary/Final Planned Unit Development
Project #1070.20

Applicant

Mona Herrada

Requested Action

The applicant is requesting approval of a Preliminary/Final Planned Unit Development to allow for the development of a restaurant and associated site improvements in the B-2 Community Shopping District.

Location, Existing Zoning and Land Use

The subject property is generally located at 11 Madison Street, in the Village of Oswego, in Kendall County. The property is zoned B-2 Community Shopping District. The existing building had been vacant for a year and a half. It was last used as storage for a garden store. Before that, it was a used car dealership.

Legislative History

None

Surrounding Zoning and Land Uses

North: B-2 Community Shopping
South: B-2 Community Shopping
East: Collector Road / B-2 Community Shopping
West: B-1 Neighborhood Business/B-3 Commercial Service & Wholesale

Comprehensive Plan

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

Donation Requirements

None.

Staff Analysis

Proposal & Requests

The applicant is requesting approval of a Preliminary/Final Planned Unit Development to allow for the development of a restaurant and associated site improvements at 11 S. Madison in the B-2 Community

Shopping District. The existing building had been vacant for a year and a half. It was last used as storage for a garden store. Before that, it was a used car dealership. The proposed development will include an interior remodel of the existing building, a one-story 741 square-foot addition, façade improvements, and various site improvements including two outdoor seating areas.

The southern addition will be approximately five feet from the property line. No yard is required, however if a yard is provided it shall be not less than five (5) feet in depth. The plan therefore meets this requirement. The rear or western additions to the building appear to only be approximately two to three feet from the property line (setback not labeled on plan), however the property backs up to a public alley, and does not believe it will be an issue. The front yard setback will not change.

Land Use, Zoning, & Comprehensive Plan

The subject property is zoned B-2 Community Shopping District. Restaurants are a permitted use in the B-2 Community Shopping District per Ordinance Section 8.02. Additionally, the proposed land use aligns with the Village Comprehensive Plan's designation of "Downtown District".

Parking, Access & Site Circulation

Per Section 12.00 of the Zoning Ordinance, restaurants are required to provide one (1) parking space for each one hundred (100) square feet of floor area. The proposed building will be a total 2,420 square feet approximately. Therefore, twenty-four (24) parking spaces would typically be required however the Village has not enforced a minimum parking requirement in the downtown area in recent years. The site plan illustrates ten (10) parking spaces including 1 handicap/ADA (and 3 of which will be employee parking only) for the restaurant. Bicycle parking shall also be provided. A pedestrian pathway is outlined in yellow paint from the sidewalk on Madison Street to the front entrance. The proposed site layout will maintain the existing entrance on Madison and potential cross access to either adjacent property, although easements have not been requested at this time.

Landscaping

As this is an existing site and structure, minimal new landscaping is proposed. A new landscape is proposed along the eastern property line (Madison Street) where new shrubs and street trees will be planted. In addition, the front outdoor seating area will be bordered by large, protective barrier planter boxes. This will add some additional landscaping that will be visible from Madison. A six-foot (6') tall privacy fence is proposed around the outdoor beer garden area to provide some protection from the sound on Madison and the weather elements. String lights will be hung over the beer garden area for ambiance.

Signage & Elevations

The proposed addition and existing façade will be updated with a new brick and stone veneer. Signage shall comply with the Village Sign Code.

Conclusion

In summary, staff believes the proposed Preliminary/Final Planned Unit Development is in general compliance with the Village's Zoning Ordinance and Subdivision regulations and would recommend approval of the request the development of a restaurant and associated site improvements at 11 S. Madison. Staff is still working with the applicant on final engineering and minimal changes to the PUD Plan.

Recommendation

Staff recommends approval of a Preliminary/Final Planned Unit Development to allow for the development of a restaurant and associated site improvements at 11 S. Madison.

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

July 30, 2020

Pursuant to an Executive Order 2020-07 signed by Governor Pritzker in guidance provided by legal counsel, the Village of Oswego may conduct all or portions of this meeting by use of telephonic or electronic means without a physical quorum present in the boardroom.

1. CALL TO ORDER

Chairman Pajor called the Oswego Planning & Zoning Commission Special Meeting to order at 7:02 p.m.

2. ROLL CALL

Present: Tom Guist, Rick Kuhn, Andrew McCallum, Karen Novy, Charlie Pajor, Rebecca Stine

Absent: Dominick Cirone

There was a quorum.

Oswego community representatives in attendance were:

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

3. MINUTES

Motion: Commissioner McCallum, second Commissioner Guist to accept the minutes of the July 9, 2020 Planning & Zoning Commission Meeting

Ayes: Commissioners Guist, Kuhn, McCallum, Novy, Pajor and Stine

Nays: None

Absent: Commissioner Cirone

Motion carried

4. PUBLIC HEARINGS

Special Use Permit Request

Dominique's Dog Grooming

27 Stonehill Road

Applicant: Dominique Castillo

Project #1069.20

Project Manager: Natalie Zine

Motion: Commissioner Kuhn, second Commissioner Guist to open the Public Hearing at 7:03 p.m.

Ayes: Commissioners Guist, Kuhn, McCallum, Novy, Pajor and Stine

Nays: None

Absent: Commissioner Cirone

Motion carried

Ms. Zine stated the applicant is requesting approval of a Special Use Permit to allow for the operation of a dog grooming business at 27 Stonehill Road, Unit F, in the M-1 Limited Manufacturing District. Ms. Zine stated a “dog grooming” business is not specifically addressed in the Zoning Ordinance, however the comparable uses of “pet shops, kennels or animal hospitals” are considered permitted uses in the B-3 district when conducted wholly within an enclosed building and are considered special uses in the M-1 District, thus the applicant is requesting a Special Use Permit.

Ms. Zine stated the property is currently improved with two multi-tenant buildings with a mixture of light industrial and service-based uses, and the proposed dog grooming business is generally consistent with the existing mix of uses.

Ms. Zine stated there will be no boarding of dogs and no daycare services offered; owners are required to drop off and pick up their dogs with minimal lag time between appointments. Ms. Zine stated the business will employ one to three people and that parking and traffic issues should be minimal as there will only be two to three dogs in-house at any given time. Ms. Zine stated 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.

Ms. Zine stated staff believes the applicant has met the Standards for a Special Use and the proposed dog grooming business will be compatible with the surrounding uses in the area. Ms. Zine stated staff recommends the Planning and Zoning Commission to accept the findings of fact for the Standards for a Special Use Permit and recommends approval of the Special Use Permit for a dog grooming business in the M-1 Limited Manufacturing District.

No audience members wished to speak at the public hearing.

Motion: Commissioner Kuhn, second Commissioner McCallum to close the Public Hearing at 7:07 p.m.

Ayes: Commissioners Guist, Kuhn, McCallum, Novy, Pajor and Stine

Nays: None

Absent: Commissioner Cirone

Motion carried

Recommendation:

Motion: Commissioner Guist, second Commissioner McCallum to accept the findings of fact for the Standards for a Special Use Permit and recommend approval of the Special Use Permit for a dog grooming business in the M-1 Limited Manufacturing District.

Ayes: Commissioners Guist, Kuhn, McCallum, Novy, Pajor and Stine

Nays: None

Absent: Commissioner Cirone

Motion carried

Preliminary/Final Planned Unit Development Request

Freddie's Off the Chain
11 Madison Street
Applicant: Mona Herrada
Project #1070.20
Project Manager: Natalie Zine

Motion: Commissioner Kuhn, second Commissioner Guist to open the Public Hearing at 7:08 p.m.

Ayes: Commissioners Guist, Kuhn, McCallum, Novy, Pajor and Stine

Nays: None

Absent: Commissioner Cirone

Motion carried

Ms. Zine stated the applicant is requesting approval of a Preliminary/Final Planned Unit Development to allow for the development of a restaurant and associated site improvements at 11 Madison Street in the B-2 Community Shopping District. Ms. Zine stated the existing building has been vacant for a year and a half.

Ms. Zine stated the proposed development will include an interior remodel of the existing building, a one-story 741 square-foot addition, façade improvements, and various site improvements including two outdoor seating areas. Ms. Zine stated the southern addition will be approximately five feet from the property line which meets the Zoning Ordinance. Ms. Zine stated the rear or western additions to the building appear to only be approximately two to three feet from the property line, however the property backs up to a public alley and staff does not believe it will be an issue. Ms. Zine stated the front yard setback will not change.

Ms. Zine stated the Zoning Ordinance would typically require 24 parking spaces for the building, however the Village has not enforced a minimum parking requirement in the downtown area in recent years. Ms. Zine stated the site plan illustrates 10 parking spaces including one handicap/ADA for the restaurant; three of those spaces will be employee parking because they are at the rear of the building and accessible only from the alley. Ms. Zine stated bicycle parking will be provided and a pedestrian pathway is outlined in yellow paint from the sidewalk on Madison Street to the front entrance. Ms. Zine stated the proposed site layout will maintain the existing entrance on Madison and potential cross access to either adjacent property, although easements have not been requested at this time.

Ms. Zine stated a modified landscape is proposed along the eastern property line (Madison Street) where new shrubs and street trees will be planted. Ms. Zine stated the front outdoor seating area will be bordered by large, protective barrier planter boxes; a proposed 6' tall privacy fence around the outdoor beer garden area will provide some protection from the noise on Madison Street and the weather elements. Ms. Zine stated the proposed addition and existing façade will be updated with a new brick and stone veneer and signage shall comply with the Village Sign Code.

Ms. Zine stated staff believes the proposed Preliminary/Final Planned Unit Development is in general compliance with the Village's Zoning Ordinance and Subdivision regulations and recommends approval of the request for the development of a restaurant and associated site improvements at 11 S. Madison.

Robert Allen was sworn in
Chicago, IL

Mr. Allen stated he represents the applicant and that the proposed restaurant will be family oriented.

Keith Wolff was sworn in
Oswego, IL

Mr. Wolff stated he owns the property adjacent to the northeast side (Dusty Road) and questioned how the construction will affect the easements between the two properties. Mr. Wolff expressed concern that people will use the Dusty Road parking lot as an easement to the restaurant. Mr. Wolff asked if the beer garden will sell liquor and Mr. Allen stated they will be applying for a liquor license. Mr. Wolff expressed concern about debris from the beer garden.

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

Motion: Commissioner Kuhn, second Commissioner Guist to close the Public Hearing at 7:15 p.m.

Ayes: Commissioners Guist, Kuhn, McCallum, Novy, Pajor and Stine

Nays: None

Absent: Commissioner Cirone

Motion carried

Commissioner comments:

Ms. Zine stated the beer garden is essentially an enclosed outdoor seating area, and debris should be kept at a minimum with an area identified as a trash enclosure at the back of the building. Ms. Zine stated the applicant will submit full building plans which will show how construction/demolition will be conducted wholly on their property. Director Zenner stated property owners can post a sign in their parking lot which limits parking to their own customers.

Commissioner Stine asked if the beer garden will stay open after the restaurant closes for the evening. Mr. Allen stated the restaurant and beer garden will have the same hours of operation. Chairman Pajor asked if there will be music in the beer garden. Mr. Allen stated there will not be live music.

Mona Herrada stated she is the applicant and owner of the business and will ensure that Dusty Road's parking lot is not utilized by her restaurant's customers.

Chairman Pajor asked if there is fencing between the proposed restaurant and Dusty Road. Ms. Zine stated fencing is not on the site plan. Mr. Allen stated they would be willing to add a fence between the two businesses.

Parking was discussed. Ms. Zine stated there are six parking spots in the restaurant's lot and street parking is also available. Ms. Zine stated downtown is a walkable, pedestrian friendly area and there have been no minimum parking restrictions for downtown businesses in recent years.

Recommendation:

Motion: Commissioner McCallum, second Commissioner Stine to accept the findings of

fact and recommend approval of the Preliminary/Final Planned Unit Development of a restaurant and associated site improvements at 11 S. Madison with the addition of fencing along the Dusty Road property to prevent cross access between the two properties, with staff to work with the applicant on final engineering and minimal changes to the PUD Plan.

Ayes: Commissioners Guist, Kuhn, McCallum, Novy, Pajor and Stine
Nays: None
Absent: Commissioner Cirone
Motion carried

Variance Request

459 Main Street Sewer Variance
459 Main Street
Applicant: John Peshia
Project #1071.20
Project Manager: Rod Zenner

Motion: Commissioner Guist, second Commissioner McCallum to open the Public Hearing at 7:44 p.m.

Ayes: Commissioners Guist, Kuhn, McCallum, Novy, Pajor and Stine
Nays: None
Absent: Commissioner Cirone
Motion carried

Director Zenner stated the applicant is requesting approval of a variance to Section 8.30 of the Subdivision and Development Regulations to allow for the development of a single-family home at 459 Main Street without the requirement to extend sanitary sewer main to the far end of the property.

Director Zenner stated the intent of the ordinance is to provide sewer extensions to neighboring properties to allow for orderly and efficient development of properties, which is often most effective on developments of vacant farmlands with residential subdivisions. Director Zenner stated in this instance, this is an in-fill project within the developed neighborhood in the downtown area. Director Zenner stated it is staff's opinion that the extension of the sewer would not necessarily benefit the neighboring properties as they are already serviced by sewer connections, and the extension of the sanitary sewer could be limited due to the existing storm sewer in the area. Director Zenner stated staff believes that the variance to eliminate the requirements of Section 8.30 of the Subdivision and Development Regulations should be approved.

No audience members wished to speak at the public hearing.

Motion: Commissioner Kuhn, second Commissioner McCallum to close the Public Hearing at 7:46 p.m.

Ayes: Commissioners Guist, Kuhn, McCallum, Novy, Pajor and Stine
Nays: None
Absent: Commissioner Cirone
Motion carried

Recommendation:

Motion: Commissioner Kuhn, second Commissioner Guist to accept the findings of fact

and recommend approval of the Variance to Section 8.30 of the Subdivision and Development Regulations to eliminate the requirement of extending the sanitary sewer main line to the full extent of the property line for 459 Main Street.

Ayes: Commissioners Guist, Kuhn, McCallum, Novy, Pajor and Stine
Nays: None
Absent: Commissioner Cirone
Motion carried

5. OLD BUSINESS

None.

6. NEW BUSINESS

None.

7. PUBLIC FORUM

None.

8. CHAIRMAN'S REPORT

None.

9. COMMISSIONERS REPORT

None.

10. HISTORIC PRESERVATION COMMISSIONER REPORT

No report.

11. ECO COMMISSION REPORT

No report.

12. COMMUNITY DEVELOPMENT DEPARTMENT REPORT

Director Zenner stated the August 6, 2020 Planning and Zoning Commission meeting has been cancelled.

13. OSWEGOLAND PARK DISTRICT REPORT

No report.

14. NEXT MEETING - September 10, 2020

15. ADJOURNMENT

Motion: Commissioner Guist, second Commissioner McCallum to adjourn the Planning

and Zoning Commission Special Meeting.
Ayes: Commissioners Guist, Kuhn, McCallum, Novy, Pajor and Stine
Nays: None
Absent: Commissioner Cirone
Motion carried

Chairman Pajor adjourned the Planning & Zoning Commission Special Meeting at 7:47 p.m.

Mary Ellen Bliss, Recording Secretary

AGENDA ITEM

MEETING TYPE: Village Board

MEETING DATE: October 20, 2020

SUBJECT: Block 11 SSA

ACTION REQUESTED:

Ordinance Proposing a Special Service Area 21-SSA-01 for Certain Properties in Block 11

BOARD/COMMISSION REVIEW:

NA

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
NA		

DEPARTMENT: Community Development

SUBMITTED BY: Community Development Director Rod Zenner

FISCAL IMPACT:

NA

BACKGROUND:

The Village has entered redevelopment agreements with the properties located at 113 Main Street, 124 Main Street (Dari Barn), and 63 W. Washington. As part of these agreements, the property owners agreed to participate in a SSA to cover the maintenance of recent improvements to accommodate these developments.

DISCUSSION:

The Village recently completed several improvements in Block 11 in the downtown including a new alley, parking lot, and a stormwater detention facility. The Village is proposing the establishment of an SSA to provide a source of funding for maintaining these improvements for the block. The Village also constructed a centralized trash enclosure for businesses in the block, but the maintenance of the trash enclosure will be accommodated through a separate user fee for those who use the facility.

The Village established a base budget to cover items such as:

- Check and clean the stormwater detention facility every 2 years
- Resurface the parking lot in 20 years
- Crack seal the parking lot and alley every 5 years
- Sealcoat the parking lot and alley every 5 years
- Striping the parking lot every 3 years
- Signage for the parking lot every 10 years
- Mowing

The estimated annualized cost over 20 years would be \$5,000 per year. Therefore, the SSA is proposing a rate of \$2 per every \$100 of assessed value for a maximum of \$5,000. This SSA would be imposed on the properties at 113 Main Street, 124 Main Street, and 63 W. Washington where the Village has development agreements discussing the proposed SSA. As properties redevelop on the block, staff would recommend that those properties be included into the SSA at that time.

Next Steps

After adopting the Ordinance proposing the SSA, The Village will then hold a public hearing on January 12, 2021 to hear public testimony prior to formally adopting the SSA.

RECOMMENDATION:

Staff recommends adoption of the Ordinance proposing the establishment of Special Service Area 21-SSA-01 and scheduling a public hearing for January 12, 2021 to consider creating the Village of Oswego Special Service Area 21-SSA-01.

ATTACHMENTS:

Ordinance

Exhibit A – Legal Description

Exhibit B – Location Map

Exhibit C – Notice of Hearing

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

ORDINANCE NO. 2020-

**AN ORDINANCE PROPOSING THE ESTABLISHMENT
OF VILLAGE OF OSWEGO SPECIAL SERVICE AREA 21-SSA-01 AND
PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN
CONNECTION THEREWITH**

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

This ___ Day of _____, 2020

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

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

ORDINANCE NO. 2020-

**AN ORDINANCE PROPOSING THE ESTABLISHMENT
OF VILLAGE OF OSWEGO SPECIAL SERVICE AREA 21-SSA-01 AND
PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN
CONNECTION THEREWITH**

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

Section 1. AUTHORITY. The Village of Oswego, an Illinois home rule municipal corporation (“*Village*”), is authorized by Article VII, Section 6(l) of the Constitution of the State of Illinois and Illinois’ Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*) (“*Act*”) to levy and impose taxes for the provision of special services to areas within the Village’s boundaries.

Section 2. FINDINGS. The President and Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, find and determine as follows:

- a. On or about March 19, 2019, the Village entered into a redevelopment agreement (“*Imperial Agreement*”) with Imperial Investments, LLC (“*Imperial*”) under which Imperial agreed to redevelop the property commonly known as 113 Main Street, Oswego, Illinois (“*Main Property*”) with a mixed use development and associated improvements (collectively, the “*Mixed Use Development*”), subject to certain conditions; and
- b. The Village owns the property commonly known as 63 W. Washington Street, Oswego, Illinois (“*Washington Property*”), and anticipates marketing the site for redevelopment as a restaurant and/or other commercial establishment; and
- c. The Main Property and the Washington Property are both located in the area commonly known as Block 11, which is legally described in **Exhibit A** and depicted in **Exhibit B** (“*Subject Territory*”); and
- d. The Village continues to construct and/or finance constructing certain infrastructure and improvements within the Subject Territory’s boundaries to encourage the Subject Territory’s successful redevelopment and operation, including, without limitation, an alley connecting Adams Street and Main Street, a public parking lot on the property commonly known as 110 Adams Street, shared refuse infrastructure, stormwater management facilities, utility

infrastructure, streetscape improvements, landscaping, and certain improvements specified in the Imperial Agreement (collectively, the “*Improvements*”); and

- e. The Village and Imperial agreed to create a special service area to ensure that sufficient revenue would exist to pay any ongoing or one time maintenance or operational obligations associated with the Improvements and the Mixed Use Development, as further detailed in the Imperial Agreement, including, without limitation, costs associated with the maintenance and operation of public parking and vehicular access facilities, shared refuse facilities, stormwater management facilities, streetscape facilities, pedestrian access facilities, utility infrastructure, landscaping, and related improvements, equipment, and material necessary for the construction, reconstruction, restoration, and maintenance thereof, and SSA administration (collectively, the “*Services*”); and
- f. In accordance with the Agreements, the Village and Imperial propose to establish a special service area that encompasses the Subject Territory (“*Proposed Special Service Area*”) to ensure the Improvements can be timely constructed and the Services can be timely provided; and
- g. It is in the public interest that Village President and Board of Trustees consider the creation of the Proposed Special Service Area; and
- h. The Subject Territory is a “contiguous area,” as defined by the Act (35 ILCS 200/27-5), and is generally located in the area bounded by Washington Street on the north, Adams Street on the west, Van Buren Street on the south, and Main Street on the east; and
- i. The Subject Territory will benefit specially from the Services and Improvements, which differ from and are in addition to municipal services generally provided to the Village of Oswego as a whole and, therefore, it is in the best interests of the Village that the levy or imposition of special taxes against the Proposed Special Service Area be considered; and
- j. The creation of a special service area has not been proposed in the Subject Territory during the two years preceding the adoption of this Ordinance.

Section 3. SPECIAL SERVICE AREA PROPOSED. In response to the expressed interest of the Village and Imperial, the Village President and Board of Trustees hereby propose the establishment of Village of Oswego Special Service Area 21-SSA-01 encompassing the Subject Territory to ensure the Improvements can be timely constructed and the Services can be timely provided.

Section 4. PUBLIC HEARING. A public hearing shall be held on the January 12, 2021 at 7:00 p.m., at Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois 60543, to consider creating Village of Oswego Special Service Area 21-SSA-01 in the Subject Territory. At the hearing, all interested persons affected by the formation of the Proposed Special Service Area will be given an opportunity to be heard.

Section 5. TAX RATE. At the hearing, the Village will consider the levy of an annual special tax sufficient to generate revenues needed to provide the Services and allow for the construction of the Improvements, which revenues shall not exceed the Maximum Levy, as that term is defined herein. For purposes herein, the Maximum Levy as of any given year the Proposed Special Service Area is in existence shall not exceed an amount equal to two (\$2.00) dollars per each one hundred (\$100.00) dollars of equalized assessed value for each lot located in the Subject Territory.

Notwithstanding the foregoing, taxes shall not be levied hereunder and the Proposed Special Service Area shall be dormant, and shall take effect only after the Village Administrator determines, in his sole discretion, that the Services cannot be timely provided or the Improvements cannot be timely constructed in accordance with the Imperial Agreement or other applicable state or local ordinances, laws, rules, or regulations, as amended (“*Implementation Date*”). Said tax shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*).

Section 6. NOTICE OF HEARING. Notice of hearing shall be published at least once not less than fifteen (15) days before the public hearing in one or more newspapers in general circulation in the Village. In addition, notice by mailing shall be given by depositing notice in the U.S. mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Subject Territory. Said Notice shall be mailed not less than ten (10) days before the time set for the public hearing. In the event taxes for the

last preceding year were not paid, then notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property. The notice shall substantially conform to **Exhibit C**.

Section 7. EFFECTIVE DATE. The Village’s Corporate Authorities may adopt an Ordinance establishing the Village of Oswego Special Service Area 21-SSA-01 and authorizing the proposed tax levy at any time following the close of the public hearing, including at the same meeting at which the public hearing is held, in accordance with applicable law.

Section 8. PUBLICATION. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Section 9. SUPERSEDE CONFLICTING ORDINANCES. All ordinances, resolutions, or any portion thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, this ____ day of _____, 2020.

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

APPROVED by me, Tory 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 PROPOSING THE ESTABLISHMENT
OF VILLAGE OF OSWEGO SPECIAL SERVICE AREA 21-SSA-01 AND
PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN
CONNECTION THEREWITH**

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, 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:

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

EXHIBIT A

LEGAL DESCRIPTION FOR OSWEGO SPECIAL SERVICE AREA 21-SSA-01

Parcel 1:

LOT 4 IN THE BLOCK 11 PUBLIC IMPROVEMENTS SUBDIVISION IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

Commonly known as: 113 Main Street, Oswego, Illinois

P.I.N.: 03-17-309-009

Parcel 2:

LOT 3 IN THE BLOCK 11 PUBLIC IMPROVEMENTS SUBDIVISION IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

Commonly known as: 63 W. Washington Street, Oswego, Illinois

P.I.N.: 03-17-309-019

Parcel 3:

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

Commonly known as: 121 Main Street, Oswego, Illinois

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

Parcel 4:

LOT 1 IN THE BLOCK 11 PUBLIC IMPROVEMENTS SUBDIVISION IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS

Commonly known as: 110 Adams Street, Oswego, Illinois

P.I.N.: 03-17-309-003

TOGETHER WITH THE WASHINGTON STREET, ADAMS STREET, AND MAIN STREET RIGHTS OF WAY ADJACENT TO THE BLOCK 11 PUBLIC IMPROVEMENTS SUBDIVISION, AND THE UNNAMED ALLEY LOCATED WITHIN THE BLOCK 11 PUBLIC IMPROVEMENTS SUBDIVISION.

EXHIBIT B

MAP OF OSWEGO SPECIAL SERVICE AREA 20-SSA-01

[Attached]

Block 11 SSA



Date Printed: 10/13/2020

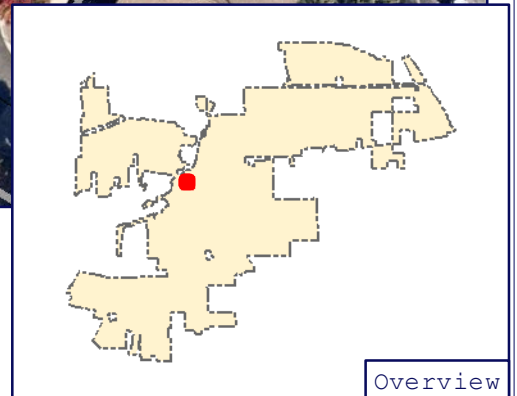


100

Feet



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



Overview

EXHIBIT C

**NOTICE OF HEARING
VILLAGE OF OSWEGO
SPECIAL SERVICE AREA 21-SSA-01**

NOTICE IS HEREBY GIVEN that on January 12, 2021, at 7 p.m. in Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Oswego to consider forming Oswego Special Service Area 20-SSA-01 (“SSA”) encompassing the property generally bounded by Washington Street on the north, Adams Street on the west, Van Buren Street on the south, and Main Street on the east, commonly known as 110 Adams Street, 113 Main Street, 121 Main Street, and 63 W. Washington Street, Oswego, Illinois, which territory is legally described as follows:

LOT 4 IN THE BLOCK 11 PUBLIC IMPROVEMENTS SUBDIVISION IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS;

LOT 3 IN THE BLOCK 11 PUBLIC IMPROVEMENTS SUBDIVISION IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS;

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

LOT 1 IN THE BLOCK 11 PUBLIC IMPROVEMENTS SUBDIVISION IN THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS; and

THE WASHINGTON STREET, ADAMS STREET, AND MAIN STREET RIGHTS OF WAY ADJACENT TO THE BLOCK 11 PUBLIC IMPROVEMENTS SUBDIVISION, AND THE UNNAMED ALLEY LOCATED WITHIN THE BLOCK 11 PUBLIC IMPROVEMENTS SUBDIVISION.

P.I.Ns.: 03-17-309-009; 03-17-309-019; 03-17-309-010; and 03-17-309-003

(“***Subject Territory***”). A map of the proposed special service area is on file in the Office of the Village Clerk, 100 Parkers Mill, Oswego, Illinois 60543.

The purpose of forming the Proposed SSA is generally to provide special municipal services for the Subject Territory, including funding for public parking and vehicular access facilities, shared refuse facilities, stormwater management facilities, streetscape facilities, pedestrian access facilities, utility infrastructure, landscaping, SSA administration, and related improvements, equipment, and material necessary for the construction, reconstruction, restoration, maintenance, and operation thereof, and funding any ongoing or one-time maintenance or operational obligations associated with or relating to the Subject Territory (collectively, the “***Improvements and Services***”). The Village contemplates that it will serve as the SSA’s governing body and will collect,

receive, and maintain the SSA revenue for use in providing or causing the provision of the Improvements and Services, as defined herein and in the ordinance proposing the SSA.

At the hearing, there will be considered the levy of an annual special tax sufficient to generate revenues needed for the Improvements and Services, which shall not exceed the "Maximum Levy." The Maximum Levy as of any given year the SSA is in existence shall not exceed an amount equal to two (\$2.00) dollars per each one hundred (\$100.00) dollars of equalized assessed value for each lot located in the Subject Territory. This tax shall be levied for a period of 21 years commencing during and in the years subsequent to the date of this Ordinance. Said tax shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*). The proposed tax amount for the initial year in which taxes will be levied in the SSA is zero (\$0.00) dollars per one hundred (\$100.00) dollars of equalized assessed value for each lot located in the Subject Territory.

Notwithstanding the foregoing, taxes shall not be levied hereunder and said special service area shall be dormant, and shall take effect only after the Village Administrator determines, in his sole discretion, that the Improvements and Services cannot be timely provided or constructed in accordance with applicable state or local ordinances and agreements, including, without limitation, the redevelopment agreement between the Village and Imperial Investments, LLC, and all other laws, rules, or regulations, as amended ("**Implementation Date**"). Said tax shall be in addition to all other taxes provided by law, and shall be levied pursuant to the provisions of the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*).

At the hearing, all interested persons affected by the formation of such SSA, including all persons owning taxable real estate in the Subject Territory, and the method of taxation proposed, will be given an opportunity to be heard. Parties may also submit written comments to the Community Development Department, 100 Parkers Mill, Oswego, Illinois 60543. The hearing may be adjourned by the Board to another date without further notice, so long as the date of the continued hearing is entered into the meeting minutes at the time the hearing is adjourned.

If a petition signed by at least 51% of the electors residing within the Subject Territory and by at least 51% of the owners of record of the land comprising the Subject Territory is filed with the village clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the SSA, the levy or imposition of a tax, no such SSA as proposed may be created, or tax may be levied or imposed, except as otherwise permitted by law.

Any individual requiring a reasonable accommodation to listen to or participate in the meeting should contact the _____ at _____ or _____ as soon as possible.

Dated this ____ day of _____, 2020.

Tina Touchette
Village Clerk

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