



NOTICE AND AGENDA

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

WILL BE HELD ON

May 28, 2019

7:00 PM

Location: Oswego Village Hall

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

- B. ROLL CALL**

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

- D. RECOGNITIONS/APPOINTMENTS**

D.1. Adjudication:

- a) Re-appoint Carlo Colosimo for a Term to Expire April 30, 2020.
- b) Re-appoint Linda Salfisberg for a Term to Expire April 30, 2020.

Cultural Arts:

- a) Re-appoint Shannon Greene Robb for a Term to Expire April 30, 2022.
- b) Re-appoint Rachelle Stoller for a Term to Expire April 30, 2022.
- c) Re-appoint Tamzin Ritchie for a Term to Expire April 30, 2022.

Economic Development:

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

Tina Touchette
Village Clerk

- a) Re-appoint Brian Caldwell for a Term to Expire April 30, 2022.
- b) Re-appoint Diane Nyhammer for a Term to Expire April 30, 2022.
- c) Re-appoint Terry Anderson for a Term to Expire April 30, 2022.
- d) Re-appoint Lisa Wentzell for a Term to Expire April 30, 2022.

Historic Preservation:

- a) Re-appoint John Brenneman for a Term to Expire April 30, 2022.

Police Pension Board:

- a) Re-appoint Mark Horton for a Term to Expire April 30, 2021.

E. PUBLIC FORUM

F. STAFF REPORTS

G. CONSENT AGENDA

- G.1. Mat 7, 2019 Special Village Board Minutes

[5-7-19 SpclVB.docx](#)

- G.2. Ordinance Amending Title 1 Chapter 7 Section 12 (G); Rules of Order. (First Read of Ordinance, Waiver of Second Read)

[Memo-Rules of Order Code Amendment.docx](#)
[19- Rules of Order Code Amendment.docx](#)

- G.3. Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Oswego. (First Read of Ordinance; Waiver of Second Read).

[Disposal of Surplus Memo 052119 cjp.docx](#)
[Ordinance-Disposal of Surplus Equipment 052219 cjp.docx](#)
[EXHIBIT A - Surplus Item Detail 052219 cjp.docx](#)

H. BILL LIST

- H.1. Approve Bill List Dated May 28, 2019 in the Amount of \$1,449,371.65.

[5-28-19 Bill List.pdf](#)

I. OLD BUSINESS

J. NEW BUSINESS

- J.1. Resolution Authorizing the Execution of an Agreement with HR Green, Inc. Consulting Engineers for the Brock Ct., Sedgwick Ct., and Faro Ct. Water Main Replacement Project in an Amount Not to Exceed \$30,367.00.

[Agenda Item Water Main Replacement Project 2019DDSRRev.docx](#)
[Resolution 19-R- Water Main Replacement 2019 \(2\).docx](#)
[Exhibit A - HR Green Water Main Replacement Proposal.pdf](#)
[Exhibit B - 18-R-25 HR Green Inc General Consultation Services Agreement.pdf](#)

- J.2. Resolution Authorizing the Execution of an Agreement with RJN Group, Inc. Professional Engineers for the Management Services of the Sanitary Sewer Inspection Project in an Amount Not to Exceed \$34,925.00.

[Agenda Item Sanitary Inspection Program 2019 RJN GroupDDSRRev2.docx](#)
[Professional Services Agreement.pdf](#)
[Resolution 19-R- Sanitary Inspection Program 2019 RJN Group.docx](#)
[Exhibit A RJN Group Inc Proposal.pdf](#)

- J.3. Resolution Authorizing the Purchase of a Four-Column Portable Vehicle Lift from Napa Auto Parts in the Amount of \$42,000.

[Purchase of a Four-Column Portable Vehicle Lift Agenda Memo 052219 cjpDDSRRev.doc](#)
[X](#)
[19-R- Resolution Authorizing the Purchase of a Four-Column Portable Vehicle Lift in the Amount of \\$42,000..docx](#)
[Exhibit A - Napa Auto Parts Column Lift Quote.pdf](#)

K. PRESIDENT'S REPORT

- K.1. Proclamation- Flag Day, June 14, 2019

[Flag Day 2019.docx](#)

L. TRUSTEE REPORTS

M. CLOSED SESSION

M.1.

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

N. POSSIBLE ACTION OF CLOSED SESSION ITEMS INCLUDING:

O. CALENDAR UPDATE

O.1. Calendar Update

[Calendar Update.docx](#)

P. ADJOURNMENT

**MINUTES OF A SPECIAL MEETING
OSWEGO VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OSWEGO VILLAGE HALL
100 PARKERS MILL, OSWEGO, ILLINOIS
May 7, 2019**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

President Troy Parlier called the meeting to order at 6:18 p.m. and led the Pledge of Allegiance to the Flag of the United States of America.

ROLL CALL

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

Absent: Trustee Pam Parr.

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

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

There was no one who participated electronically.

RECOGNITIONS/APPOINTMENTS

D.1. Resolution Approving, Authorizing and Making the Appointment of Certain Individuals and Entities to the Offices of the Village of Oswego as Contained in Exhibit A. **Resolution No. 19-R-36**

Board discussion focused on pleased with appointment of the team; what the vetting process was for the attorney firm; support for the team; email explained the decision; transparency concerns; why the attorney position was not opened up for an interview; haven't gone through the process from the beginning; asking for support in the decision making; trusting the decision that was made.

Trustee Thomas called for the question and James Marter II seconded. There was no further discussion.

Aye: James Marter II Terry Olson
 Judy Sollinger Brian Thomas
Nay: Luis Perez
Absent: Pam Parr

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

A motion was made by Trustee Marter II and seconded by Trustee Sollinger to approve a Resolution Approving, Authorizing and Making the Appointment of Certain Individuals and Entities to the Offices of the Village of Oswego as Contained in Exhibit A.

Aye: James Marter II Terry Olson
 Judy Sollinger Brian Thomas
Nay: Luis Perez
Absent: Pam Parr

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

PUBLIC FORUM

Public Forum was opened at 6:26 p.m.

James Marter welcomed the new Village President and Trustees; voter turnout was down in Kendall County; 43% of voters showed up for Oswego; Board and staff have a mission to keep; discussed the various taxes; \$23 million went to the developer of the Alexander property; looking at the legality of it; Board and staff to tax less and spend less.

There was no one else who requested to speak; the Public Forum was closed at 6:28 p.m.

STAFF REPORTS

Administrator Di Santo- the May 21, 2019 Board meetings are canceled.

F.1. National Pollution Discharge Elimination Program Annual Update

Director Hughes addressed the Board regarding the pollution discharge program and annual update.

Under the new permit requirements, the Village is required to provide a minimum of one public meeting, annually for the public, to provide input as to the adequacy of the Village's program. The requirement may be in conjunction with or as part of a regular council or board meeting. The permit requires that discharged stormwater be free of contaminants to the maximum extent possible. The new permit became effective on March 1, 2016 and contains a variety of new and modified requirements that will impact local stormwater management programs. Such requirements address de-icing activities and de-icing material storage, climate change, environmental justice areas, dry weather outfall inspections, wet weather quality monitoring, long term operation and maintenance plans and evaluating the effectiveness of our best management practices. The six measures are:

- Public Education and Outreach
- Public Participation/Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Runoff Control
- Post-Construction Runoff Control
- Pollution Prevention/Good Housekeeping

On the regulatory side, the Village adopted Subdivision and Development Control Regulations and an Illicit Discharge Detection and Elimination ordinance to provide mechanisms to support the objective. The regulations provide for detention, erosion and sediment control, and prohibitions against dumping into waterways. The Village's overall approach to addressing the NPDES program requirements are summarized in the Stormwater Management Program Plan (SMPP). The SMPP is reviewed and updated on a regular basis to be in compliance with the permit. The Village files annual reports with the IEPA addressing the work that the Village has completed in the past year. The reports and the Village's SMPP are available on the Village's website. There was no further discussion.

CONSENT AGENDA

- G.1. April 22, 2019 Special Village Board Minutes
- G.2. Resolution Authorizing the Execution of an Agreement with Baxter & Woodman Consulting Engineers for the Well 6 & 8 Electrical Upgrade Project Design Phase in an Amount Not to Exceed \$31,000.00. **Resolution No. 19-R-37**
- G.3. Ordinance Allowing the Improvements to 4100 Route 71's Parking Lot. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 19-31**
- G.4. Resolution Authorizing the Execution of an Employment Agreement with Daniel Di Santo as Village Administrator. **Resolution No. 19-R-38**
- G.5. Resolution Authorizing the Execution of an Employment Agreement with Jeff Burgner as Police Chief. **Resolution No. 19-R-39**

A motion was made by Trustee Marter II and seconded by Trustee Perez to approve the Consent Agenda; Approving the April 22, 2019 Special Village Board Minutes; and approving the following ordinance and resolutions:

Ordinance No. 19-31; Ordinance Allowing the Improvements to 4100 Route 71's Parking Lot. (First Read of Ordinance, Waiver of Second Read)

Resolution No. 19-R-37; Resolution Authorizing the Execution of an Agreement with Baxter & Woodman Consulting Engineers for the Well 6 & 8 Electrical Upgrade Project Design Phase in an Amount Not to Exceed \$31,000.00.

Resolution No. 19-R-38; Resolution Authorizing the Execution of an Employment Agreement with Daniel Di Santo as Village Administrator.

Resolution No. 19-R-39; Resolution Authorizing the Execution of an Employment Agreement with Jeff Burgner as Police Chief.

Aye: James Marter II Terry Olson
Luis Perez Judy Sollinger
Brian Thomas

Nay: None

Absent: Pam Parr

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

BILL LIST

H.1. Approve Bill List Dated May 7, 2019 in the Amount of \$637,394.28.

A motion was made by Trustee Sollinger and seconded by Trustee Perez to approve the Bill List Dated May 7, 2019 in the Amount of \$637,394.28.

Aye: James Marter II Terry Olson
Luis Perez Judy Sollinger
Brian Thomas

Nay: None

Absent: Pam Parr

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

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

J.1. Ordinance Approving the Rezoning to B-3 Community Service and Wholesale District and Preliminary/Final PUD for the Proposed 7-11 Located at 244 Washington Street. (First Read of Ordinance, Waiver of Second Read) **Ordinance No. 19-32**

Director Zenner addressed the Board regarding the rezoning of 244 Washington St. The petitioner is proposing to demolish the Oswego Industries building located at the northeast corner of Route 71 and Washington Street and construct a 7-11 gas station with a convenience store. The property is currently zoned M-1 Light Manufacturing. The petitioner is requesting rezoning to B-3 Community Service and Wholesale District to allow for the development of the proposed gas station and convenience store. Automotive service stations are allowed in the B-3 District. The Comprehensive Plan shows the area as commercial, residential, and mix commercial.

The building will consist of 3,062 square feet and the fueling area will have six pump stations. The convenience store will be 7-11's new prototype store and offer fresh food options for its customers.

The building will face Washington Street with the fueling stations between the building and Washington Street. The site plan intends to utilize the existing curb cuts along Route 71 and Washington Street for access to the site. Route 71 will have a right-in/right-out as Route 71 currently has a barrier median that would prohibit a full access drive. Full access is proposed along Washington Street. The petitioner is proposing a masonry building with face brick elements along the entire bottom of the building on all four sides and face brick on the front corners of the building. The grey material is a fiber cement panel. The front of the building will contain store front windows and an awning for shade and weather protection.

Jon Silverberg, representative for 7-11, was present to answer questions.

Board and staff discussion focused on getting this development versus what is there today; egress; GW Properties is the developer; 7-11 Corporate will be the tenant until a franchisee is established; 90-120 days to open; total number of employees; will be open 24 hours; signage; demographic is strong; site design will be more balanced. There was no further discussion.

A motion was made by Trustee Perez and seconded by Trustee Olson to approve an Ordinance Approving the Rezoning to B-3 Community Service and Wholesale District and Preliminary/Final PUD for the Proposed 7-11 Located at 244 Washington Street. (First Read of Ordinance, Waiver of Second Read)

Aye: James Marter II
Luis Perez
Brian Thomas

Terry Olson
Judy Sollinger

Nay: None
Absent: Pam Parr

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

J.2. Delta Sonic Highway Permit

- a) Resolution Authorizing the Execution of a Highway Permit Agreement with Kenpoint II, LLC for a Highway Permit on a State Highway at 1924 US-34. **Resolution No. 19-R-40**
- b) Approval of a Highway Permit Resolution. **Resolution No. 19-R-41**

Director Hughes addressed the Board regarding highway permits for Delta Sonic. The new Delta Sonic will access US Hwy 34. The Illinois Department of Transportation (IDOT) requires a permit. By policy, the local municipality must be the permit holder. Delta Sonic requested the Village support the site development by holding the permit on behalf of the company. The Village proposes an intergovernmental agreement in which Delta Sonic insures, indemnifies, and holds harmless the Village.

Board and staff discussion focused on the permit is permanent; bonds are issued to the State directly. There was no further discussion.

A motion was made by Trustee Sollinger and seconded by Trustee Thomas to approve a Resolution Authorizing the Execution of a Highway Permit Agreement with Kenpoint II, LLC for a Highway Permit on a State Highway at 1924 US-34 and Approval of a Highway Permit Resolution.

Aye: James Marter II
Luis Perez
Brian Thomas

Terry Olson
Judy Sollinger

Nay: None
Absent: Pam Parr

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

PRESIDENT'S REPORT

K.1. Proclamation- National Police Week, May 12-18, 2019

President Parlier recognized National Police Week, May 12-18, 2019. He thanked the Chief and asked him to extend his thanks to the Police Department personnel.

K.2. Proclamation- National Public Works Week, May 19-25, 2019

President Parlier recognized National Public Works Week, May 19-25, 2019. He thanked the Director Hughes and asked her to extend his thanks to the Public Works personnel.

President Parlier thanked everyone for their support and thanked staff.

TRUSTEE REPORTS

Trustee Thomas- thank you for entrusting the Board to move Oswego forward; foundation is laid; going to govern the same way they campaigned; fiscally responsible for putting needs of Oswego first.

Trustee Perez- welcome new Board members; look forward to working with all of the Board members.

Trustee Marter II- thanked his parents for helping him out.

Trustee Sollinger- welcome to the new Board members; looking forward to working with them over the next couple years.

Trustee Olson- thanked the Board and citizens for the support; thanked Director Hughes for her assistance at Wine on the Fox; thanked the other Board members; did a great job.

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 6:47 p.m.

Tina Touchette
Village Clerk

AGENDA ITEM

MEETING TYPE: Special Village Board Meeting

MEETING DATE: May 28, 2019

SUBJECT: Rules of Order Code Amendment

ACTION REQUESTED:

Approve Ordinance Amending Village Code 1-7-12 (G); Rules of Order.

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:

For years 2015 through current, 380 ordinances were approved with 93.9% waived for second read and 6.1% moved to second read. The following is a breakdown by year:

Year	Total Ordinances	No. Second Read Waived	No. Moved to Second Read
2019	32	32	0
2018	105	99	6
2017	88	86	2
2016	71	69	2
2015	84	71	13

DISCUSSION:

The rules of order at meetings of the Village Board are reviewed from time to time to determine whether best practices are being followed and if certain amendments need to be made. With advice and recommendation from the Village Attorney, it was determined that the following section of code is no longer needed and will be removed from Village Code. This was last reviewed and amended on May 29, 2001 under Ordinance No. 01-57:

1-7-12: RULES OF ORDER:

(G) First and Second Read: The following is established as the procedure for adopting ordinances:

1. Whenever practical, all ordinances presented to the president and board of trustees for consideration shall be first presented for "first read" which shall be indicated on the agenda. The first read of an ordinance while not entailing an actual reading of the ordinance is contemplated to involve a presentation of the ordinance as well as discussion concerning the ordinance.

2. The second reading of an ordinance shall occur at a subsequent meeting. The second read may be waived, and the ordinance called for a vote at first read if waiving the second read is first approved by the board.

As always, the Village Board can table any item, if necessary.

RECOMMENDATION:

Staff is recommending the approval of an ordinance amending 1-7-12 (G) of Village Code; Rules of Order.

ATTACHMENTS:

- Ordinance

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

ORDINANCE NO. 19 - __

**AN ORDINANCE AMENDING TITLE 1 CHAPTER 7 SECTION 12 (G) OF THE VILLAGE
CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS**

(RULES OF ORDER)

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

This 28th day of May 2019

Published in pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on May __, 2019.

ORDINANCE NO. 19 - __

AN ORDINANCE AMENDING TITLE 1 CHAPTER 7 SECTION 12 (G) OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(RULES OF ORDER)

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, Village code is reviewed to determine best practices are being followed and whether certain amendments need to be made; and

WHEREAS, Title 1 Chapter 7 Section 12 (G) is no longer needed and shall be removed from Village Code.

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

Section 1: The Village Code of the Village of Oswego is hereby amended as follows.

1-7-12: RULES OF ORDER:

~~(G) First And Second Read: The following is established as the procedure for adopting ordinances:~~

- ~~1. Whenever practical, all ordinances presented to the president and board of trustees for consideration shall be first presented for "first read" which shall be indicated on the agenda. The first read of an ordinance while not entailing an actual reading of the ordinance is contemplated to involve a presentation of the ordinance as well as discussion concerning the ordinance.~~
- ~~2. The second reading of an ordinance shall occur at a subsequent meeting. The second read may be waived and the ordinance called for a vote at first read if waiving the second read is first approved by the board.~~

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 28th day of May 2019.

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 28th day of May 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTIES OF KENDALL)
AND WILL

SS

CLERK'S CERTIFICATE
(ORDINANCE)

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 an Ordinance entitled:

AN ORDINANCE AMENDING TITLE 1 CHAPTER 7 SECTION 12 (G) OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(RULES OF ORDER)

which Ordinance was duly adopted by said Board of Trustees at a special meeting held on the 28th day of May 2019, approved by the Village President on the 28th day of May 2019 and thereafter published in pamphlet form.

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

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of May 2019.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

AGENDA ITEM

MEETING TYPE: Special Village Board Meeting

MEETING DATE: May 28, 2019

SUBJECT: Disposal of Surplus Property

ACTION REQUESTED:

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

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Administration

SUBMITTED BY: Carri Parker, Purchasing Manager

FISCAL IMPACT:

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

BACKGROUND:

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

DISCUSSION:

See Exhibit A

RECOMMENDATION:

Staff recommends the approval of an ordinance declaring the items listed in Exhibit A as surplus and allow the Purchasing Manager to either conduct a surplus sale either through auction, online

transaction, or donation to a non-profit organization, local taxing district or other shared services municipality or dispose of items as needed.

ATTACHMENTS:

- Ordinance
- Exhibit A

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

ORDINANCE NO. 19-- __

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

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

This 28th day of May 2019

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

Published in pamphlet form by authority of the President
and Board of Trustees of the Village of Oswego on May 28, 2019.

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

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

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

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

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

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

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

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

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

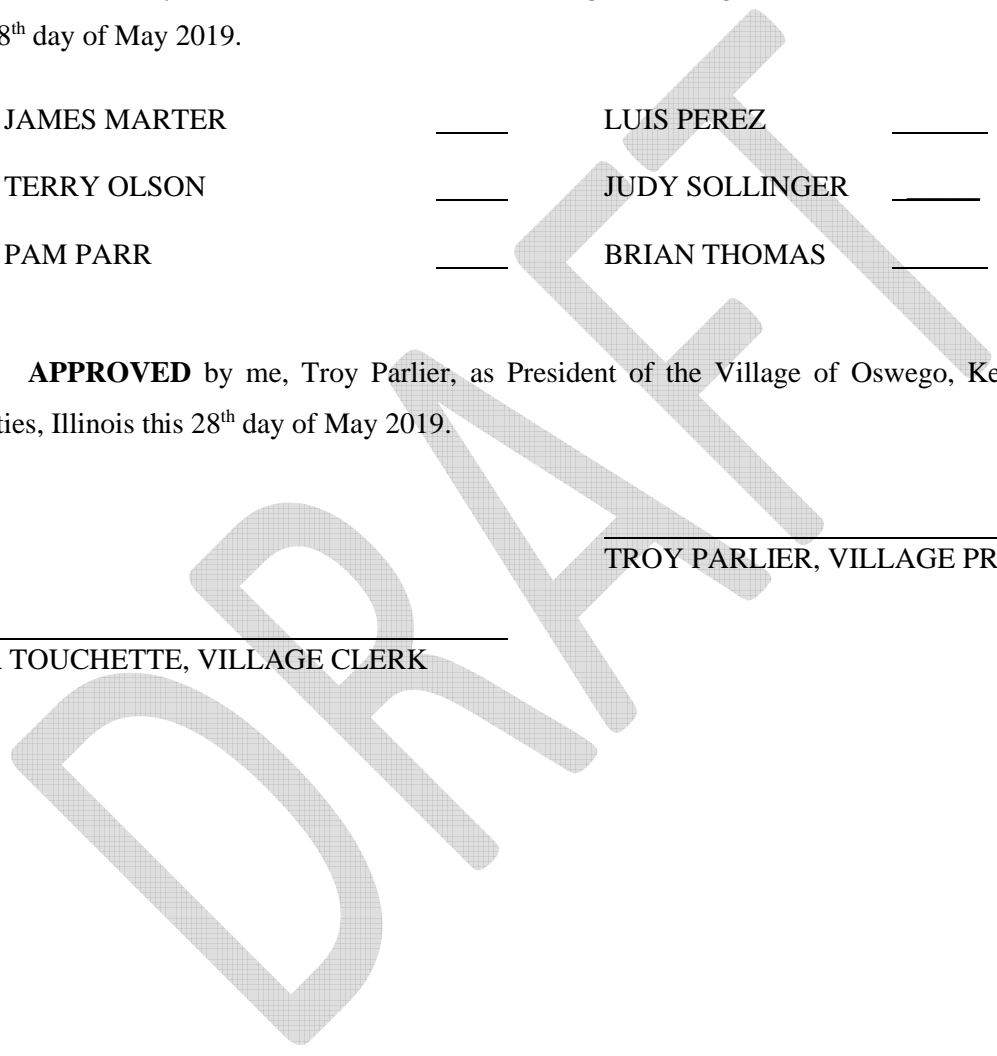
PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 28th day of May 2019.

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 28th day of May 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK



STATE OF ILLINOIS)) SS
COUNTY OF KENDALL)

CLERK'S CERTIFICATE
(ORDINANCE)

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

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

which Ordinance was duly adopted by said Board of Trustees at a special meeting held on the 28th day of May 2019, approved by the Village President on the 28th day of May 2019 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 28th day of May 2019.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

EXHIBIT A:

Information Technology (Administration Department):

These items are End of Life computer hardware components. The items will be sent to a recycling company where they will wipe the hard drives and provide a completion certificate to the Village.

- (49) Dell Optiplex 990
- (4) Dell Optiplex 9020SFF
- (4) Dell Optiplex 755
- (3) Dell Optiplex 980
- (5) Dell Optiplex 380
- Dell Optiplex GX240
- Dell Optiplex 780
- Panasonic KV-S1025C Color Scanner
- Oki Microline 320 Turbo 9pin printer
- IBM Lexmark Personal Wheelwriter 2 typewriter
- Dell Optiplex 3020
- (3) Panasonic Toughbook CF-31 1
- Panasonic Toughbook CF-30
- (3) Dell Latitude E5520
- (5) Fujitsu Stylistic Q736
- Dell Venue Pro 7140
- Xerox WorkCentre 6605
- (5) Gateway M685-E
- PowerEdge 2950
- (2) PowerEdge R410
- PowerEdge R320
- (7) PowerEdge R710
- HP ProLiant DL380G6
- Barracuda Web filter 410
- Cisco ASA 5510

Police Department:

The speed trailer is outdated and was replaced with a new message board/speed sign trailer in 2018. The exercise equipment are items that the police department no longer needs, these items will be sold through an online auction.

- Speed Trailer
- Exercise Equipment (bench, weights, and pull-down exercise machine)

Public Works Department:

The two-post lift is being replaced with a new lift in June 2019, and the two (2) truck beds are no longer being used by the Public Works department.

- (1) Two Post Lift (Ford Smith 18,000 lbs)
- (2) 8' Ford Truck Beds

**Village of Oswego
Bill List
May 28, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
General Fund:				
Corporate:				
1001100	ALDI	Supplies for Employee Luncheon	88.19	
1001100	Ancel, Glink, Diamond, Bush, DiCianni	Legal Services - Corporate	3,714.30	
1001100	Balcony Doubletree	Lodging-Metro West Drive Down	129.95	
1001100	Bank of Springfield	Parking-Metro West Drive Down	7.00	
1001100	Call One	Phone Service	337.99	
1001100	Captus Press INC	Create Successful Council Program Seminar	52.00	
1001100	CareerBuilder	April Pre-Employment Screening	150.25	
1001100	CMRS-PBP	Postage for Department	68.20	
1001100	D'Arcy's Pint	Meal-Metro West Drive Down	60.99	
1001100	Discovery Benefits	FSA Monthly Payments	98.00	
1001100	Double Tree by Hilton	Lodging-Metro West Drive Down	389.85	
1001100	Fitness Equip Specialists	True Recumbant Bike for PD	900.00	
1001100	Fox Valley Trophy & Awards	Name Plates, Name Badges, Brass Plates	71.25	
1001100	IL Fox Valley SHRM	Monthly Luncheon	20.00	
1001100	ILCMA	ILCMA Seminar & Lunch	60.00	
1001100	Illinois Municipal League	Handbooks for New Officials	155.00	
1001100	Impact Networking LLC	Copy Paper	40.14	FY20
1001100	IPBC	Health Insurance	7,152.43	
1001100	IPBC	Health Insurance	17.85	
1001100	IPBC	Health Insurance	584.98	
1001100	Jewel Food Stores	Ice for Employee Luncheon	6.03	
1001100	Jewel Food Stores	Supplies for Employee Luncheon	37.96	
1001100	Jewel Food Stores	Supplies for Employee Luncheon	56.00	
1001100	Jewel Food Stores	Supplies for Employee Luncheon	3.99	
1001100	Johnson, Gail	Mileage-Misc Meetings	168.35	
1001100	Kendall County Collector	3700 Grove Rd-2018 Taxes	10.00	FY20
1001100	Kendall County Collector	65 W Washington-2018 Taxes	1,192.28	FY20
1001100	Kendall County Collector	700 Cole Ave-2018 Taxes	41.56	FY20
1001100	Loves Country Station	Fuel-Metro West Drive Down	20.46	
1001100	Lyft	Car Fare-Metro West Drive Down	11.41	
1001100	Mahoney, Silverman, & Cross	Legal Services	7,927.50	
1001100	MAPP	Annual Dues	40.00	
1001100	Meijer, INC.	Supplies for Employee Luncheon	6.98	
1001100	Metro West Council of Govt	Annual Renewal Dues	11,815.65	FY20
1001100	Metro West Council of Govt	Board Meeting, 2 Members	70.00	
1001100	National Public Employer Labor Relations	Dues Renewal	230.00	
1001100	NIU Alumni Association	Intern Appreciation Luncheon	25.00	
1001100	Northern IL University	Intern for PA Student Support Services	1,285.71	FY20
1001100	Oswegoland Seniors Center	Senior Center Funding	10,000.00	FY20
1001100	Petty Cash-Corporate	Postage, Water, Coffee, Budget Mtg Supplies	21.96	
1001100	Premier Mailing & Printing	Business Cards, Village Board	140.00	
1001100	Rosati's Of Oswego	Salad for Employee Luncheon	20.00	
1001100	Schaefer Greenhouses	New Baby Flowers	49.90	
1001100	Toshiba Financial Services	Copy Machine Lease	126.00	
1001100	Verizon Wireless	Cell Phones/Direct Connect	39.80	
1001100	Verizon Wireless	IPads & Data Devices	91.27	
1001100	Village Grind	VB Send-Off Reception	115.60	
1001100	WalMart Stores Inc	Supplies for Employee Luncheon	10.08	
1001100	Warehouse Direct	Paper Towels, TP, Misc Office Supplies	7.53	
1001100	Warehouse Direct	Trolley Cart for VH	170.00	
1001100	Waubonsee Community	Communities of Excellence Program-6 Staff	4,170.00	
			Corporate Total:	52,009.39
Community Relations:				
1002000	Call One	Phone Service	41.49	
1002000	Chicago Tribune	Online Access-Subscription	7.96	
1002000	CMRS-PBP	Postage for Department	0.55	
1002000	Impact Networking LLC	Copy Paper	13.32	FY20
1002000	IPBC	Health Insurance	1,156.82	
1002000	IPBC	Health Insurance	5.10	
1002000	IPBC	Health Insurance	51.66	
1002000	Kendall Co NOW	Online Access-Ledger	6.99	
1002000	MailChimp	Monthly Subscription	69.06	
1002000	Toshiba Financial Services	Copy Machine Lease	63.00	
1002000	Verizon Wireless	IPads & Data Devices	104.14	
1002000	Warehouse Direct	Paper Towels, TP, Misc Office Supplies	2.51	
			Community Relations Total:	1,522.60
Building & Zoning:				

**Village of Oswego
Bill List
May 28, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1002500	Call One	Phone Service	181.13	
1002500	CMRS-PBP	Postage for Department	84.55	
1002500	Impact Networking LLC	Copy Paper	46.62	FY20
1002500	International Code Council	2-Year Membership	230.00	
1002500	IPBC	Health Insurance	5,990.06	
1002500	IPBC	Health Insurance	17.07	
1002500	IPBC	Health Insurance	677.41	
1002500	Toshiba Financial Services	Copy Machine Lease	102.00	
1002500	Verizon Wireless	Cell Phones/Direct Connect	66.21	
1002500	Verizon Wireless	IPads & Data Devices	92.17	
1002500	Vision Service Plan	Vision Insurance - Retirees	19.34	
1002500	Vision Service Plan	Vision Insurance - Retirees	19.34	
1002500	Warehouse Direct	Paper Towels, TP, Misc Office Supplies	8.79	
1002500	Warehouse Direct	Trash Bags, Detergent, Misc Supplies	220.68	
			Building & Zoning Total:	7,755.37
Community Development:				
1003000	American Planning Association	APA Conference Registration	165.00	
1003000	Aramark Corporation	Uniform Services	3.85	
1003000	Aramark Corporation	Uniform Services	3.85	
1003000	Aramark Corporation	Uniform Services	3.85	
1003000	Aramark Corporation	Uniform Services	3.85	
1003000	Aramark Corporation	Uniform Services	3.85	
1003000	Call One	Phone Service	121.87	
1003000	CMRS-PBP	Postage for Department	47.08	
1003000	Impact Networking LLC	Copy Paper	26.64	FY20
1003000	IPBC	Health Insurance	3,955.07	
1003000	IPBC	Health Insurance	10.20	
1003000	IPBC	Health Insurance	262.90	
1003000	Toshiba Financial Services	Copy Machine Lease	63.00	
1003000	Verizon Wireless	Cell Phones/Direct Connect	32.27	
1003000	Verizon Wireless	IPads & Data Devices	15.59	
1003000	Vesco Reprographic	Vesco Plotter Paper 36 x 300	191.88	
1003000	Warehouse Direct	Paper Towels, TP, Misc Office Supplies	5.06	
1003000	Zine, Natalie	Mileage Reimb-Meetings in Evanston/Hoff Estates	108.70	
1003000	Zine, Natalie	Mileage-Variou Committee Meetings	62.29	FY20
			Community Development	5,086.80
Economic Development:				
1003500	Aurora Area Convention & Visitors	Annual Meeting Dinner	35.00	
1003500	Call One	Phone Service	17.78	
1003500	CMRS-PBP	Postage for Department	312.05	
1003500	Impact Networking LLC	Copy Paper	6.66	FY20
1003500	IPBC	Health Insurance	-0.60	
1003500	IPBC	Health Insurance	2.55	
1003500	IPBC	Health Insurance	89.22	
1003500	Panera Bread	Snacks for Small Business Fair	35.24	
1003500	Shaw Suburban Media	Legal Advertising	324.00	
1003500	TextMagic	Community Relations-Texting App	10.00	
1003500	Toshiba Financial Services	Copy Machine Lease	63.00	
1003500	Verizon Wireless	IPads & Data Devices	60.99	
1003500	Warehouse Direct	Paper Towels, TP, Misc Office Supplies	1.26	
			Economic Development:	957.15
Finance:				
1004000	Call One	Phone Service	71.12	
1004000	CMRS-PBP	Postage for Department	287.79	
1004000	Epic Burger	Meal-Accounting Academy	15.33	
1004000	Frontera Grill	Meal-Accounting Academy	27.60	
1004000	Gateway Svcs	CC Processing - Operating Payments	18.20	
1004000	Hyatt Regency Hotel	Lodging-Accounting Academy	457.86	
1004000	IGFOA	IL Public Pension Institute	140.00	
1004000	Impact Networking LLC	Copy Paper	39.96	FY20
1004000	IPBC	Health Insurance	3,163.67	
1004000	IPBC	Health Insurance	9.82	
1004000	IPBC	Health Insurance	350.97	
1004000	Matrix NPC Merchant	CC Processing-Operating	968.34	
1004000	Metra Rail	Train-Accounting Academy	8.25	
1004000	Metra Rail	Train-Accounting Academy	8.25	
1004000	Petty Cash-Corporate	Postage, Water, Coffee, Budget Mtg Supplies	24.88	
1004000	Toshiba Financial Services	Copy Machine Lease	63.00	

**Village of Oswego
Bill List
May 28, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1004000	UNO Chicago Grill	Meal-Accounting Academy	14.04	
1004000	Vision Service Plan	Vision Insurance - Retirees	19.34	
1004000	Vision Service Plan	Vision Insurance - Retirees	19.34	
1004000	Warehouse Direct	Paper Towels, TP, Misc Office Supplies	9.65	
1004000	Warehouse Direct	Trash Bags, Detergent, Misc Supplies	38.33	
			Finance Total:	5,755.74
Information Technologies:				
1004500	Amazon.com	Apple Lightning to VGA Adapter	62.67	
1004500	Amazon.com	HDMI to VGA Adapter	27.59	
1004500	Amazon.com	USB to Serial Adapter, 12' Cable	50.73	
1004500	Avtech	Software Renewal	99.95	
1004500	CDW Government, INC	Receipt Printer Ink	126.51	
1004500	Comcast Corporation	Comcast Fiber Relocation	516.12	
1004500	Comcast Corporation	Internet & Connection to Building	5,031.42	
1000000	DNS Made Easy	Annual Renewal	54.95	
1004500	DNS Made Easy	Annual Renewal	5.00	
1004500	GMIS International	Illinois Chapter Renewal Dues	300.00	
1000000	Granicus, INC.	Govt Transparency Suite, Streaming	3,241.35	
1004500	Granicus, INC.	Govt Transparency Suite, Streaming	1,620.68	
1004500	Impact Networking LLC	Copy Paper	6.66	FY20
1004500	Interdev, LLC.	InterDev - Onsite Support	11,404.32	
1004500	IPBC	Health Insurance	1,324.57	
1004500	IPBC	Health Insurance	2.55	
1004500	IPBC	Health Insurance	89.22	
1004500	PCM Tiger Direct	Symantec AntiVirus License Renewal	277.20	
1004500	Survey Monkey	Monthly Subscription Renewal	37.00	
1004500	Toshiba Financial Services	Copy Machine Lease	426.00	
1004500	Verizon Wireless	IPads & Data Devices	117.27	
1004500	Warehouse Direct	Paper Towels, TP, Misc Office Supplies	1.26	
			Information Technologies Total:	24,823.02
Police:				
1005030	Accurate Document	Shredding Services	224.25	
1005030	Alarm Detections	Quarterly Fire Alarm Monitoring	174.00	FY20
1005030	All Traffic Solutions	Annual Renewal-Message Board	950.00	FY20
1005030	Amazon.com	Evidence Faraday Bags, USB	848.99	
1005030	Amazon.com	Heavy Duty Coat Rack	99.99	
1005030	Amazon.com	Pens, Tape, Silverware Caddy, Scoop	59.68	
1005030	Amazon.com	Pens, Tape, Silverware Caddy, Scoop	61.93	
1005030	AT&T	POTS Lines Charges	1,186.37	
1005040	B&H Photo & Video	Credit-Ext Cord, Camera Shoe	-102.98	
1005040	B&H Photo & Video	Ext Cable, Off-Camera Shoe for Flash	94.11	
1005040	B&H Photo & Video	Vello Off-Camera Flash Cord	43.49	
1005030	Ballistol USA	3 Cans of Ballistol CLP	40.00	
1005030	Banner Up Signs	PD Gym Window Work	1,230.00	
1005030	Batteries Plus	Batteries for Rifle Optics	10.10	
1005040	Blain's Farm & Fleet	Freestanding Shelving Unit	299.98	
1005030	BP Amoco	Fuel- FBI Training Class	42.67	
1005040	Bull Dog	Meal-CIT Class	45.93	
1005030	Burger King	Meal-Evidence Tech Training	9.83	
1005030	Call One	Phone Service	1,184.17	
1005030	College of Lake County	Meal-Evidence Tech Training	15.50	
1005030	College of Lake County	Meal-Evidence Tech Training	6.78	
1005030	Comcast Corporation	Digital TV Adapters	128.56	
1005030	Connies Pizza	Lunch-Chicago Training Class	29.27	
1005040	Crowne Plaza	Lodging-ILEAS Conference	158.20	
1005040	Destihl	Meal-ILEAS Conference	24.25	
1005040	Doges Forensic Supplies	Super Thin Cyanoacrylate	50.15	
1005030	Dunkin Donuts	Meal-Evidence Tech Training	3.62	
1005030	Dunkin Donuts	Snacks for Classes	20.66	
1005030	Dunkin Donuts	Snacks for NEMRT Class	13.98	
1005030	Dunkin Donuts	Snacks for NEMRT Class	13.98	
1005030	Dunkin Donuts	Snacks for Training Class	20.97	
1005030	Dunkin Donuts	Snacks for Training Class	20.97	
1005030	Dunkin Donuts	Snacks for Training Class	20.97	
1005030	Dunkin Donuts	Snacks for Training Class	20.97	
1005030	Dunkin Donuts	Snacks for Training Class	20.97	
1005030	Eastwood	Hydraulic Wheel Dolly	586.71	
1005030	Elvin, Ron	Seminar Lodging Reimbursement	126.56	FY20
1005040	Engrained Brewery	Meal-ILEAS Conference	44.93	
1005030	FBI-LEEDA	LEEDA Class Registration	695.00	

**Village of Oswego
Bill List
May 28, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1005030	Galls	Duty Holster	72.00	
1005030	Galls	Duty Holsters	144.00	
1005040	Gallup, Matthew	Meals-FTO Training	43.93	FY20
1005040	Gallup, Matthew	Meals-FTO Training	23.19	
1005040	Gallup, Matthew	Meals-PD Gang Training	83.77	
1000000	Glacier Canyon Lodge	Lodging-Dark Web Training	277.75	
1005040	Harners Restaurant	Meal-CIT Class	28.65	
1005030	Henricksen & Company, INC	Relocation of Marker Board	242.40	
1005030	Hilton Garden Inn	Lodging-FBI Training Class	111.87	
1005030	Home Depot	Evidence Supplies	358.73	
1005030	Home Depot	Evidence Supplies	134.19	
1005030	Home Depot	Glue, Tape, Batteries for Range	52.08	
1005040	Home Depot	Hoses and Brackets	63.35	
1005030	Home Depot	Tool Kit and Supplies	439.11	
1005030	IL Crisis Negotiations Association	ICNA Conference Registration	480.00	
1005030	Illinois Secretary of State	Sticker Renewal, 2 Squads	206.75	
1005040	Intoximeters	55 Liter Dry Gas Tank	125.00	
1005030	IPBC	Health Insurance	44,913.01	
1005030	IPBC	Health Insurance	90.97	
1005030	IPBC	Health Insurance	2,365.99	
1005040	IPBC	Health Insurance	43,516.29	
1005040	IPBC	Health Insurance	79.05	
1005040	IPBC	Health Insurance	2,351.34	
1005030	Jewel Food Stores	Coffee	44.95	
1005040	Jimmy John's	Meal for IT Contractor	11.20	
1005030	Jimmy John's	Meal-Evidence Tech Training	10.30	
1005040	Juquilita Tacos	Meal-CIT Class	32.98	
1005030	Kendall County Assoc of Chiefs of Police	Annual Dues	3,000.00	FY20
1005040	Kendall County Assoc of Chiefs of Police	Annual Dues	500.00	FY20
1005030	Kendall County Assoc of Chiefs of Police	April Meeting Fee	32.00	
1005040	Kendall County Assoc of Chiefs of Police	April Meeting Fee	48.00	
1005030	Kendall County Assoc of Chiefs of Police	May Meeting Fee	80.00	FY20
1005040	Kendall County Assoc of Chiefs of Police	May Meeting Fee	48.00	FY20
1005030	Kendall County Assoc of Chiefs of Police	Respect for Law Class	360.00	FY20
1005040	Kendall County Assoc of Chiefs of Police	Respect for Law Class	180.00	FY20
1005040	Kimball-Midwest	Headlights for Sq 09	81.93	
1005040	Kimball-Midwest	LED Headlights, Sq 34	187.10	
1005030	Kojaks	Meal-Training Class	20.04	
1005030	LA Police Gear	Tourniquets	150.00	
1005040	LA Police Gear	Tourniquets	710.25	
1005030	Law Enforcement Training INC	Annual Fee - Court Smart	2,450.00	FY20
1005030	LEA Data Technologies	Training Software	2,020.00	
1005030	Live View GPS	GPS Monitor for Case	41.90	
1005030	Live View GPS	GPS Tracker Subscription	40.81	
1005040	Lombardi, Jordan	Meals-Mobile Field Training	147.76	
1005040	Lou's Gloves	Nitrile Latex Gloves	296.00	
1005040	Map Auto	Police Monthly Maint Invoices	549.43	
1005030	Meijer, INC.	Vegetable Oil for Drains	4.98	
1005030	Michael's	Bike Bald Poster Boards	7.50	
1005040	Napa Auto Parts	334 Road Flares	998.66	
1005040	Obed & Issacs	Meal-ILEAS Conference	52.95	
1005030	Oswego Cyclery	Tune-Ups for Patrol Bikes	631.95	
1005040	Oswego Fire Protection District	Gasoline-OFD Fuel Pump Usage	6,729.75	
1005040	Parent Petroleum, IN	5W-20 Drum for Squad Cars	351.45	
1005030	Petty Cash-Police	Postage, Meals, Notary Stamps	27.15	
1005040	Petty Cash-Police	Postage, Meals, Notary Stamps	22.57	
1005040	Plainfield Police Department	Leadership Seminar	500.00	FY20
1005040	Pomp's Tire Service, INC	Tires for Squad 28	6.04	
1005040	Pomp's Tire Service, INC	Tires for Squad 06	294.22	
1005040	Pomp's Tire Service, INC	Tires for Squad 28	449.52	
1005030	Portillo's	Meal-Tobacco Compliance	17.42	
1005030	Premier Mailing & Printing	Recruitment Items	896.00	
1005030	Pub 47	Meal-Officer Funeral Attendance	40.15	
1000000	Public Agency Training	Dark Web Investigation Training	325.00	
1005040	Raimondo's Pizza	Meal-CIT Class	22.61	
1005040	Riverview Ford	Vehicle Maintenance - PD	577.55	
1005030	Stanley Access Technologies	Digital Receiver & Switch	678.86	
1005030	Starbuck's	Meal-Training Class	8.13	
1005040	Streicher's	12 Flashlights with Chargers	1,680.00	
1005040	Streicher's	Distinguished Service Awards	93.50	
1005040	Streicher's	Lockout Wedges	86.67	

**Village of Oswego
Bill List
May 28, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1005040	Streicher's	New Uniform Purchase	179.96	
1005040	Streicher's	Uniform Pants/Shirts	5.86	
1005040	Streicher's	Uniform Shirt	57.98	
1005040	Streicher's	Uniform Shirts	277.94	
1005040	Streicher's	Uniform Shirts/Pants	749.43	
1005040	Streicher's	Uniform Shirts/Pants	394.47	
1005040	Taser International	Taser X2 HD Cam Recorder	1,790.00	
1005030	Thomson Reuters- West	West IL Vehicle Code, 2019 Ed	531.00	
1005030	TK Tactical	4000 Rounds of Ammunition	1,772.00	
1005030	TLO Transunion	Monthly Usage Fee	77.40	
1005030	Toshiba Financial Services	Copy Machine Lease	428.00	
1005030	Trotsky Investigative Services	Polygraph Testing	200.00	
1005030	Two Brothers Roundhouse	Ice Teas for Undercover Detail	7.50	
1005030	Two Brothers Roundhouse	Meal During Surveillance	16.20	
1005030	Uline	Cart for Range Targets	227.41	
1005030	Uniform Den East	Bullet Proof Vests	1,208.50	
1005030	United Radio Communications	Police Radio Accessories	103.75	
1005040	United Radio Communications	Police Radio Accessories	247.00	
1005030	USPS	Certified Postage	6.85	
1005030	USPS	Certified Postage	6.85	
1005030	USPS	Certified Postage	6.85	
1005030	USPS	Certified Postage	20.55	
1005030	USPS	Postcard Stamps	56.00	
1005030	Verizon Wireless	Cell Phones/Direct Connect	56.10	
1005030	Verizon Wireless	Monthly Cell Phones - PD	665.37	
1005030	Verizon Wireless	Squad Tablet & Air Cards	486.03	
1005030	Verizon Wireless	Squad Tablet & Air Cards	280.52	
1005030	Vision Service Plan	Vision Insurance - Retirees	165.40	
1005030	Vision Service Plan	Vision Insurance - Retirees	165.40	
1005040	Voss Signs, LLC.	100 Temporary No Parking Signs	195.00	
1005030	Walgreen's	Gift Card-Tobacco Compliance	100.00	
1005030	WalMart Stores Inc	3" Chlorine Tabs	22.34	
1005030	Warehouse Direct	Cups for Meeting Rooms	38.91	
1005030	Warehouse Direct	Markers, Tape, Binders, Misc Supplies	599.08	
1005030	Waynes Pizza	Meal-Evidence Tech Training	7.76	
1005040	Wex Bank	Fuel for PD Fleet	592.60	

Police Total: **141,999.25**

Public Works:

1006050	Al Warren Oil Co, INC	Diesel Fuel	1,431.88	
1006050	Al Warren Oil Co, INC	Diesel Fuel	1,178.67	
1006060	Alarm Detection Systems	PW - Quarterly Alarm Monitoring	1,540.56	FY20
1006060	Alarm Detection Systems	VH - 4 New Guest Access Cards	60.00	
1006040	Alexander Equipment	Belt & Filter for Chipper	106.33	
1006010	American Public Work	Branch Awards Luncheon	240.00	
1006030	American Public Work	IMSA Class-Signs & Markings	575.00	
1006060	Anderson Elevator Co	VH - Elevator Access for Alarm Company	255.00	
1006030	Angelguard Products	10 U-Covers	159.90	
1006060	Aramark Corporation	New PD - 5/1 Mat Service	43.87	
1006010	Aramark Corporation	Uniform Service	33.62	
1006050	Aramark Corporation	Uniform Service	32.26	
1006010	Aramark Corporation	Uniform Services	33.62	
1006010	Aramark Corporation	Uniform Services	33.62	
1006010	Aramark Corporation	Uniform Services	33.62	
1006010	Aramark Corporation	Uniform Services	33.62	
1006050	Aramark Corporation	Uniform Services	32.26	
1006050	Aramark Corporation	Uniform Services	32.26	
1006050	Aramark Corporation	Uniform Services	32.26	
1006050	Aramark Corporation	Uniform Services	32.26	
1006050	Aramark Corporation	Uniform Services	32.26	
1006050	Blain's Farm & Fleet	Cable for Sign Board	21.36	
1006030	Blain's Farm & Fleet	Tools for Sign Shop	149.99	
1006010	Call One	Phone Service	23.71	
1006050	Casey's General Stores	DEF Fluid for New Truck	13.61	
1006030	Comed	104 E Jackson Street Lights	139.36	
1006030	Comed	1945 Wiesbrook Controller	50.03	
1006030	Comed	3523 Rt 34 Booster 1	28.89	
1006030	Comed	Park & Ride	239.82	
1006030	Constellation Newenergy	692 Canton Ct Lights	5,309.73	
1006030	Crescent Electric Supply	12-250W, 12-17W Bulbs	399.03	
1006030	Crescent Electric Supply	19-175W Bulbs	232.71	
1006030	Crescent Electric Supply	Streetlight Bulbs	327.77	

**Village of Oswego
Bill List
May 28, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1006010	EWRI/ASCE	IL MS4 Implementation Seminar	50.00	
1006050	FleetPride	Side Marker for Truck 05	10.35	
1006050	FleetPride	Solenoid Valve, Truck 20	132.44	
1006050	Freeway Ford-Sterling	Drag Link for Truck 21	253.20	
1006050	Freeway Ford-Sterling	Hood Bracket for Truck 18	17.68	
1006050	Freeway Ford-Sterling	Hood Latch for Truck 18	95.27	
1006060	Frost Electric Company	VH - Repair Broken Conduit for Light Pole	1,375.00	
1006060	Home Depot	3-12x12x1 Filters	14.22	
1006060	Home Depot	4-3 Button Station	4.48	
1006060	Home Depot	4-T8 Lamps	27.32	
1006030	Home Depot	6" Trowel, Quickcrete	18.37	
1006060	Home Depot	Blinds, Wipes, Sweeping Compound	120.35	
1006050	Home Depot	Carriage Bolts for Leaf Box	3.96	
1006050	Home Depot	Hose Nozzles for Shop	23.88	
1006010	Home Depot	Laundry Soap for Shop	26.97	
1006060	Home Depot	LED Bulb	4.07	
1006060	Home Depot	Outlet Covers, T8 Lamps, Wall Plate	67.70	
1006030	Home Depot	Spray Bottle for Cold Patch	7.95	
1006020	HR Green, INC.	Engineering - General Consultation	1,000.00	
1006060	ILLCO, INC.	Air Filters for PD	75.36	
1006050	Imagination Print & Design	Mechanic Uniform Shirts	100.00	
1006060	Imperial Service Systems	Monthly Janitorial Services	336.00	
1006060	Integrated Building Automation	PW Replace Failed VFD	5,515.00	
1006010	IPBC	Health Insurance	2,673.59	
1006010	IPBC	Health Insurance	3.47	
1006010	IPBC	Health Insurance	163.92	
1006020	IPBC	Health Insurance	164.69	
1006020	IPBC	Health Insurance	0.43	
1006020	IPBC	Health Insurance	9.97	
1006030	IPBC	Health Insurance	1,929.86	
1006030	IPBC	Health Insurance	3.76	
1006030	IPBC	Health Insurance	126.09	
1006040	IPBC	Health Insurance	2,431.39	
1006040	IPBC	Health Insurance	5.44	
1006040	IPBC	Health Insurance	160.85	
1006050	IPBC	Health Insurance	1,141.79	
1006050	IPBC	Health Insurance	2.28	
1006050	IPBC	Health Insurance	76.79	
1006060	IPBC	Health Insurance	795.87	
1006060	IPBC	Health Insurance	4.07	
1006060	IPBC	Health Insurance	43.91	
1006050	Jims Truck Inspections	Inspection #05	47.25	
1006050	Jims Truck Inspections	Inspection #07	47.25	
1006050	Jims Truck Inspections	Inspection #16	31.50	
1006050	Jims Truck Inspections	Inspection #20	31.50	
1006050	Jims Truck Inspections	Inspection #21	31.50	
1006050	Jims Truck Inspections	Inspections #18, #14	63.00	
1006030	Kamin, Phil	Reimb for Damaged Mailbox	75.00	
1006030	Kimball-Midwest	Paint/Lube for Anti-Ice System	39.60	
1006050	Kimball-Midwest	Reciprocal Saw Blades	24.45	
1006050	Kimball-Midwest	Returned Salt Spreader Light	-285.24	
1006050	Kimball-Midwest	Shop Bin Stock	202.50	
1006030	Lowe, Matthew	Reimb for Damaged Mailbox	75.00	
1006060	Midwest Environmental Consulting	New PD - Lead Testing of HVAC	600.00	
1006050	Napa Auto Parts	Belt for Truck 01	44.39	
1006050	O'Reilly Auto Parts	Air Filter for Truck 18; Super Glue for Shop	40.79	
1006050	O'Reilly Auto Parts	Dye for Vehicle Troubleshooting	15.98	
1006050	O'Reilly Auto Parts	Filters for Truck 18	78.62	
1006030	Oswego Ace Hardware	Materials to Repair Sidewalk Hazard	30.97	
1006050	Parent Petroleum, INC	Universal Tractor Fluid	988.26	
1006050	Rush Truck Center	Washer Fluid/Brake Chamber	143.90	
1006050	Shell Oil	Fuel for Truck 11	60.00	
1006030	Superior Asphalt Materials	2.1 Tons Cold Patch	273.00	
1006030	Superior Asphalt Materials	2.6 Tons Cold Patch	386.70	
1006030	Superior Asphalt Materials	2.8 Tons Cold Patch	423.10	
1006030	Superior Asphalt Materials	3.3 Tons Cold Patch	429.00	
1006010	Toshiba Financial Services	Copy Machine Lease	65.50	
1006040	Traffic Control & Protection	Sign Rental for Rte 34	345.00	
1006060	Trico Mechanical, Inc	PW - Radiant Floor and VFD Repair	1,000.00	
1006060	Trico Mechanical, Inc	PW - Repair Garage Heater	250.00	
1006030	Verizon Wireless	Cell Phones/Direct Connect	653.84	

**Village of Oswego
Bill List
May 28, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1006030	Verizon Wireless	IPads & Data Devices	164.16	
1006010	Vision Service Plan	Vision Insurance - Retirees	38.68	
1006010	Vision Service Plan	Vision Insurance - Retirees	38.68	
1006010	Warehouse Direct	Copy Paper, Mop Heads, Soap	36.21	
1006060	Warehouse Direct	Copy Paper, Mop Heads, Soap	128.45	
1006060	Warehouse Direct	New PD - 12 Mop Heads	162.00	
1006060	Warehouse Direct	New PD - Trash Can Liners	50.96	
1006060	Warehouse Direct	Paper Towels, Soap Refills, TP	352.68	
1006060	Warehouse Direct	Paper Towels, TP, Misc Office Supplies	143.01	
1006060	Warehouse Direct	Soap Dispenser Refills-PD	59.99	
1006060	Warehouse Direct	Trash Bags, Detergent, Misc Supplies	99.40	

Public Works Total: 39,360.94
General Fund Total: 279,270.26

Water & Sewer Fund:

5006070	Al Warren Oil Co, IN	Diesel Fuel	574.48	
5006070	Al Warren Oil Co, IN	Diesel Fuel	472.90	
5006070	Aramark Corporation	Uniform Service	33.62	
5006070	Aramark Corporation	Uniform Services	33.62	
5006070	Aramark Corporation	Uniform Services	33.62	
5006070	Aramark Corporation	Uniform Services	33.62	
5006070	Aramark Corporation	Uniform Services	33.62	
5006070	Bank of New York Mellon	Administrative Fee-OSWEGO13	90.00	FY20
5006070	Bank of New York Mellon	Obligation Refunding Bonds, Series 2012	5,475.00	FY20
5006070	Bank of New York Mellon	Obligation Refunding Bonds, Series 2011	16,712.50	FY20
5006070	Bank of New York Mellon	Obligation Refunding Bonds, Series 2013	26,575.00	FY20
5006070	Call One	Phone Service	1,180.59	
5006070	CMRS-PBP	Postage for Department	199.78	
5006070	Comed	107A Rt. 25 Well 1	109.37	
5006070	Comed	405A Chicago Rd. Well 2	43.08	
5006070	Dynegy Energy Services	Master Acct. Wells	49,281.19	
5006070	Dynegy Energy Services	Master Acct. Wells	36,384.66	
5006070	E-Training, INC	Online Training Class	89.00	
5006070	FNBO	UB Processing Fees-Auto CC	789.60	
5006070	Fox Metro Water Reclamation Dist	Reclamation Services	655.82	
5006070	Gateway Svcs	CC Processing - Online Pmts	177.60	
5006070	Hawkins Water Treatments	Well 10 - Chlorine Water Treatment	172.50	
5006070	Hawkins Water Treatments	Well 10 - Polyphosphate Water Treatment	1,110.77	
5006070	Hawkins Water Treatments	Well 8 - Chlorine Water Treatment	249.00	
5006070	Hawkins Water Treatments	Well 8 - Polyphosphate Water Treatment	786.38	
5006070	Holiday Inn	Lodging-Water Con Conference	379.68	
5006070	Holiday Inn	Lodging-Water Con, Springfield	379.68	
5006070	Home Depot	Moth Balls for Generator Cabinet	8.98	
5006070	Home Depot	Ratchet Wrench, Propane Tanks	18.91	
5006070	Home Depot	Tools for Truck 03	36.94	
5006070	IPBC	Health Insurance	17,412.79	
5006070	IPBC	Health Insurance	42.13	
5006070	IPBC	Health Insurance	1,180.21	
5006070	Matrix NPC Merchant	Pmt Processing-Water Online Payments	1,656.50	
5006070	National Safety Council	DDC Prof Driver Training	49.95	
5006070	Oswego Ace Hardware	Cleaner for Hydrants	17.98	
5006070	Oswego Ace Hardware	Lift Station Door Hardware	6.09	
5006070	Oswego Ace Hardware	Muratic Acid for Wells	15.98	
5006070	Petty Cash-Corporate	Postage, Water, Coffee, Budget Mtg Supplies	20.00	
5006070	Shell Oil	Fuel-Water Con Conference	31.03	
5006070	Suburban Laboratories	Bacteriological Water Samples	594.00	
5006070	Third Millennium	Printing of Past Due/Shut Off Utility Notices	347.01	
5006070	Toshiba Financial Services	Copy Machine Lease	65.50	
5006070	USPS	Postage for Delinquent Water Bills	516.96	
5006070	USPS	Postage for Shut Off Notices	242.79	
5006070	Vanco Services	UB Processing Fees-Echecks	225.02	
5006070	Verizon Wireless	Cell Phones/Direct Connect	653.84	
5006070	Verizon Wireless	IPads & Data Devices	45.42	
5006070	Verizon Wireless	SCADA Data	719.97	
5006070	Warehouse Direct	Copy Paper, Mop Heads, Soap	36.21	
5006070	Water Products Company	Hydrant Parts	984.00	
5006070	Water Products Company	Hydrant Riser Part	65.00	

Water & Sewer Fund: 167,049.89

Water & Sewer Capital Fund:

5106070	Ferguson Waterworks	Water Meter Equipment	14,834.40	
---------	---------------------	-----------------------	-----------	--

**Village of Oswego
Bill List
May 28, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
5106070	Ferguson Waterworks	Water Meter Purchase	23,909.00	FY20
5106070	Quick ID Card	Water Meter Installer ID Cards	37.65	
5106070	Water Services Co of Illinois	Water Meter Change Out Program	131,289.60	
			Water & Sewer Capital Fund:	<u>170,070.65</u>
Capital Fund:				
3003000	ClientFirst Consulting Group	Project Oversight: Implementation	4,730.28	
3003000	Federal Signal	PD Computers, Equipment	8,280.00	
3003000	Gilbane Building Company	Building Construction Services	293,291.55	
3003000	Jewel Food Stores	ERP Training Snacks	108.14	
3003000	Kasper & Nottage, PC	Lobbyist Services	7,000.00	FY20
3003000	Tyler Technologies, INC	ERP Implementation Phase 2	4.55	
			Capital Fund:	<u>313,414.52</u>
Vehicle Fund:				
6001000	Nick's Emergency Lighting & More	Squad Car Emergency Equipment	575.25	
6001000	Nick's Emergency Lighting & More	Squad Car Mounts & Antenna	3,035.91	
6001000	Strypes Plus More	Squad Lettering and Striping	750.00	
			Vehicle Fund:	<u>4,361.16</u>
Debt Service Fund:				
4004000	Bank of New York Mellon	Administrative Fee-OSWEGO13	310.00	FY20
4004000	Bank of New York Mellon	Obligation Refunding Bonds, Series 2011	22,050.00	FY20
4004000	Bank of New York Mellon	Obligation Refunding Bonds, Series 2013	97,900.00	FY20
			Debt Service Fund:	<u>120,260.00</u>
Garbage Fund:				
5606010	Groot Industries, INC	Garbage Services	214,312.93	FY20
			Garbage Fund:	<u>214,312.93</u>
Special Events Fund:				
2302000	Breakthru Beverage Company	Delivery of Supplies-WOTF	43,356.10	FY20
2302000	Criterion Pictures USA	Movie for Movies in the Park Series	20.00	
2300000	National Ticket Co	Wine on the Fox Wristbands	167.58	FY20
2302000	Shaw Suburban Media	Legal Advertising	724.00	FY20
2300000	USPS	Certified Postage-WOTF Liq License	5.25	FY20
			Special Events Fund:	<u>44,272.93</u>
Subdivision Escrow Fund:				
9000000	Baxter & Woodman Co	180392.80 Ogden Falls	700.00	
9000000	Baxter & Woodman Co	180393.80 ATI Physical Therapy	1,427.92	
9000000	Baxter & Woodman Co	190432.80 4100 Route 71	1,475.00	
9000000	Robinson Engineering	17-R0330 Oswego Twp Building	1,225.00	
9000000	Robinson Engineering	17-R0496	562.50	
9000000	Robinson Engineering	18-R0698 Hummel Trails	150.00	
9000000	Robinson Engineering	19-R0396 Burger King	899.50	
			Sub Escrow Fund:	<u>6,439.92</u>
Agency Fund:				
9100000	Oswego Comm Unit School Dist 308	Land Cash/Transition Fees	25,856.38	FY20
9100000	Oswego Comm Unit School Dist 308	Land Cash/Transition Fees	34,744.36	FY20
9100000	Oswego Fire Protection District	Transition Fees - Fire	2,918.76	FY20
9100000	Oswego Public Library District	Transition Fees-Library	1,339.04	FY20
9100000	Oswegoland Park District	Land Cash/Transition Fees	21,253.91	FY20
9100000	Oswegoland Park District	Land Cash/Transition Fees	1,664.72	FY20
			Agency Fund:	<u>87,777.17</u>
TIF Fund:				
2503500	Ancel, Glink, Diamond, Bush, DiCianni	Legal Services	6,322.16	
2503500	Chicago Tribune	Hudson Crossing SSA Listing	864.54	
2503500	Midwest Environmental Consulting	TIF-Air Quality Testing, Project Mgmt	2,364.00	
2503500	Robinson Engineering	17-R0347 The Reserve at Hudson Crssg	919.00	
2503500	Robinson Engineering	17-R0416 Potter's Place	1,645.00	
2503500	Shaw Suburban Media	Legal Advertising	215.76	
			TIF Fund:	<u>12,330.46</u>
Other General Fund:				
1000000	IPBC	Health Insurance	23,131.65	
1000000	IPBC	Health Insurance	2,078.35	
1000000	Vision Service Plan	Vision Insurance	270.10	
1000000	Vision Service Plan	Vision Insurance	270.10	

**Village of Oswego
Bill List
May 28, 2019**

<u>Fund/Department:</u>	<u>Vendor Name:</u>	<u>Description:</u>	<u>Amount:</u>	<u>Department Totals:</u>
1000000	Vision Service Plan	Vision Insurance	1,982.76	
1000000	Vision Service Plan	Vision Insurance	2,013.44	
1000000	Vision Service Plan	Vision Insurance - Retirees	32.68	
1000000	Vision Service Plan	Vision Insurance - Retirees	32.68	
			Other General Fund:	<u>29,811.76</u>
			Grand Total:	<u><u>1,449,371.65</u></u>

AGENDA ITEM

MEETING TYPE: Special Village Board Meeting

MEETING DATE: May 28, 2019

SUBJECT: Water Main Replacement Project 2019

ACTION REQUESTED:

Approve a resolution authorizing the execution of an agreement with HR Green, Inc. Consulting Engineers for the Brock Ct., Sedgwick Ct., and Faro Ct. water main replacement project in an amount not to exceed \$30,367.00

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Public Works

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

FISCAL IMPACT:

FY2020 Budget: Funding for the repairs will be provided through the Water and Sewer Capital Improvement Fund, Utility System Improvements (Acct #5106070-574000). The total estimated cost of repairs is projected not to exceed \$330,000.00.

BACKGROUND:

The water main that feeds Brock Ct. and Sedgwick Ct. is a 2-inch ductile iron water main with no fire hydrant for flushing. The 2-inch water main is no longer manufactured, and parts are not available for repairs. If a major failure occurs the Village would not be able to deliver potable water to the residences. The proposed 6-inch water main with a length of 220 feet is planned for Sedgwick Ct. and 190 feet for Brock Ct. In addition, Faro Ct. has experienced numerous failures in the past years and needs to be replaced. It is recommended that 350 feet of 6-inch water main will replace the deteriorating water main on Faro Ct. This project is tentatively scheduled for construction in Fall of 2019.

DISCUSSION:

Public Works has been working with David Schultz, P.E., LEED AP Project Manager, on the necessary repairs needed to all three courts. Staff has selected HR Green, Inc. Consulting Engineers to complete the design phase of this project, assist with the bid process and construction oversight. HR Green, Inc. has completed various projects in past years and has been outstanding in performance and professionalism in their industry. The Village currently has an existing General Consultation Services Agreement attached as Exhibit B.

The replacement of these water mains is vital in providing a reliable water source to the residence of the Village. If the repairs are not completed, the mains will fail, and will be problematic thus causing a long hardship on the residence.

RECOMMENDATION:

Public Works recommends the board execute the agreement with HR Green, Inc. to proceed with the design phase of Brock Ct. Sedgwick Ct. and Faro Ct. water main replacement.

ATTACHMENTS:

- Resolution
- Exhibit A - HR Green Water Main Replacement Proposal
- Exhibit B - Resolution - No. 18-R-25 HR Green, Inc. Service Agreement

RESOLUTION NO. 19 - R - ____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH HR GREEN, INC. CONSULTING ENGINEERS FOR THE BROCK CT.,
SEDGWICK CT., AND FARO CT. WATER MAIN REPLACEMENT PROJECT
DESIGN PHASE IN THE AMOUNT NOT TO EXCEED \$30,367.00.**

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

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

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

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

SECTION 1. INCORPORATION OF RECITAL

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

SECTION 2. SUPPORT FOR AGREEMENT

The Village President and Board of Trustees hereby authorize and direct the Village Administrator to execute on behalf of the Village of Oswego an agreement with HR Green, Inc. for the Brock Ct., Sedgwick Ct., and Faro Ct. water main replacement project design phase in an amount not to exceed \$30,367.00 substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 28th day of May 2019.

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 28th day of May 2019.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH HR GREEN, INC. CONSULTING ENGINEERS FOR THE BROCK
CT., SEDGWICK CT., AND FARO CT. WATER MAIN REPLACEMENT
PROJECT DESIGN PHASE IN THE AMOUNT NOT TO EXCEED
\$30,367.00.**

which Resolution was duly adopted by said Board of Trustees at a special meeting held on the 28th day of May 2019, and thereafter approved by the Village President on the 28th day of May 2019.

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 28th day of May 2019.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

Simple Scope Short Form Agreement

Project: Various Residential Water Main Replacement Areas – Cul-de-sacs Project No: 180055.03
Date: 05/03/2019

Client: Village of Oswego, IL
Contact: Ms. Jennifer Hughes (ATTN: Mr. Timothy A. Zasada)
Title: Public Works Director
Address: 100 Parkers Mill
City/State/Zip: Oswego, IL 60543
Phone/Fax No. 630-554-3618

This Simple Scope Short Form Agreement falls under the 2018-2020 General Consultation Services Agreement dated April 19, 2018 and the terms and conditions of that Agreement shall apply.

The CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

1.0 Project Understanding

1.1 General Understanding

COMPANY is pleased to submit this agreement to the CLIENT to provide professional engineering services for the project known as Various Residential Water Main Replacement Areas in Oswego, Illinois. The proposal is based on a site visit meeting and discussions with Mr. Tim Zasada on April 25th, 2019 to upgrade existing water main infrastructure, fire hydrants, and residential services on three different cul-de-sac locations within the Village. The following cul-de-sac locations were discussed and considered as part of this agreement:

1. Faro Court and Washington St. (Existing 4" DIP WM) - +/-370 lin. ft.
2. Brock Court and Brock Way (Existing 2" DIP WM) - +/-200 lin. ft.
3. Sedgwick Court and Sedgwick Road (Existing 2" DIP WM) - +/-200 lin. ft.

1.2 Design Criteria/Assumptions

The proposed project will be designed in accordance with the following:

- A. Illinois Environmental Protection Agency (IEPA) Standard Specifications for Water and Sewer Construction in Illinois.
- B. "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions", latest edition, adopted by the Illinois Department of Transportation.
- C. Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.
- D. Village of Oswego ordinance including preferred construction details and specifications based on the Public Works department.

The Various Residential Water Main Replacement Areas Project shall be completed in accordance with the following assumptions applicable to the project:

- A. The plans shall be prepared using AutoCAD Civil 3D 2019 version.
- B. The proposed improvements will be funded using the CLIENT's "General" funds and no other State or Federal funding sources are assumed or included.
- C. Portion of the project will be bid as a horizontal directional drilling (HDD) or Trenchless Methods while other project locations will consider open trench methods. The immediate intersection of Washington St and Faro Ct. is to be open to traffic at all times with standard traffic control.
- D. It is our understanding that it is the CLIENT's desire to include end of the line fire hydrants with the residential water services to be located as close as possible to the of the line for water quality and continued Village flushing maintenance.
- E. It is also our understanding that the CLIENT has previously discussed the project with the IEPA staff and they were recommended to use 6" min. DIP water main piping and construct the alignment matching the existing conditions and what may be considered as a "dead-end" main with a flushing hydrant at the end of the line. At this time a "looped" water main was not required for the cul-de-sac upgrades and therefore not considered as part of the scope.

2.0 Scope of Services

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

2.1 Surveying Services

A. Data Collection and Base Map:

The COMPANY will coordinate with CLIENT to create Base Map for the subject property improvements:

- 1) Property Boundary – GIS, Development Engineering Plans and survey information prepared by others.
- 2) Aerial photograph

- 3) Various design and record information provided by the CLIENT in PDF format.

B. Survey Pickup Topo:

The COMPANY will provide basic survey pickup – Various survey pickup locations to assist with defining limits of the final construction drawings. This is not intended as a full detailed topographic survey but to record basic geometry, Right-of-Way, and elevations to aid in the alignment of the proposed water main for constructability and area of disturbance for project quantities.

- 1) Verify existing elevations at tie in point of the water main connection point.
- 2) Record existing back of curb and gutter or edge of pavement elevations, parkway, sidewalk, tree(s), visible utilities, and the corresponding intersections of the cul-de-sac locations mentioned above.
- 3) Approximately 370 feet of Faro Court, 200 feet of Brock Court and 200 feet of Sedgwick Court.

2.2 Engineering Services

- A. Submit a J.U.L.I.E. design stage ticket to identify contact utility companies to verify if conflicts exist within proposed alignment.
- B. Prepare engineering plans, contract documents, and specifications utilizing CLIENT standards for these items.
- C. IEPA Public Water Supply Construction Permit for the water main replacement(s) are anticipated and therefore included within the scope of work of this agreement.
- D. Provide bidding assistance which will include assisting the purchasing manager in the bid notification, submitting five (5) sets of plans (including digital PDF upload) and specifications to the Village, answering contractor questions, attending a pre-bid meeting, preparing bid addendums as necessary, reviewing bids, and drafting a recommendation letter to the CLIENT regarding the submitted bids by the contractors.
- E. Project Administration
 - 1) This item includes general administrative tasks associated with the proposal and contract plans.
 - 2) Conduct general coordination throughout the project with CLIENT Staff and bidding contractors.
- F. Plans & Specifications
 - 1) Contact Utilities utilizing J.U.L.I.E. Design phase locate and request mapping information, to identify existing utilities within project area.

Contact utility companies to verify if conflicts exist within proposed alignments.

- 2) Prepare two (2) sets of project documents including engineering plans, specifications, and contract bid books utilizing CLIENT standards. The plans shall be submitted for final review including the contract bid book and then submitted again per direction of the CLIENT approval or Village Council approval to release for bidding.
- 3) COMPANY will prepare a set of Final Engineering Plans and Specifications for the project location assuming the following:
 - i. Cover Sheet/Project information – 1 sheet
 - ii. Specifications/General Notes – 2 sheets
 - iii. Overall/Existing Conditions Plan – 1 sheet
 - iv. Water Main Utility Plan (1"=30' scale) – 3 sheets
 - v. Restoration/Erosion Control Plan (1"=30' scale) – 3 sheets
 - vi. Standard Details – 4 sheets
- 4) Prepare an Engineer's Opinion of Probable Construction Costs (EOPCC) for Final submittal.

G. Permitting

Verify, determine, and submit applicable permits on behalf of the CLIENT. Anticipated permits are:

- 1) COMPANY will submit a J.U.L.I.E. design stage ticket for initial coordination with franchise utility companies.
- 2) Notice of Intent (NOI) per the NPDES requirements is **not required** based on that the overall project disturbance is assumed to be less than the 1.0-acre threshold.
- 3) IEPA Application for Construction Permit and Schedule A for water main replacement sewer.
- 4) Coordination/Permit approval with the Village staff.
- 5) Public Works Approval.

H. Quality Assurance Quality Control

This work consists of completing final quality assurance and quality control reviews of the plans, specifications, and contract documents, for conformance to applicable codes, ordinances, and accepted standards of design.

I. Bidding Assistance

- 1) Prepare official bid notification for project letting.

- 2) Provide a minimum of five (5) sets of plans and specifications for contractors to pick up at Village as needed otherwise digital format to be provided in PDF format for online bidding.
- 3) Answer contractor's requests for information, as necessary.
- 4) Assist/Prepare bid addendums, as necessary.
- 5) Attend pre-bid meeting (included in meetings portion of proposal as needed).
- 6) Review bids, summarize/provide bid tab, and recommend award to a contractor for Village approval.

J. Meetings

- 1) One (1) Project Kick-Off or Site Meeting, One (1) Hour
- 2) One (1) Final Design Review, One (1) Hour
- 3) One (1) Pre-bid Meeting, One (1) Hour (as necessary)
- 4) One (1) Bid Opening, One (1) Hour

These items include preparation of meeting minutes and distribution to meeting attendees. Meetings are to be held at CLIENT's offices.

3.0 Deliverables and Schedules Included in this Agreement

3.1 Deliverables

A. Prints

Total costs for Prints = **\$75.00**

B. UPS/Mailings:

Total Costs for UPS/Mailings = **\$25.00**

C. Mileage:

An estimate of 30 miles has been estimated for this project. Auto mileage shall be reimbursed per the standard rate of \$0.545 established by the Internal Revenue Service (IRS).

Total Costs for Mileage = **\$16.35**

3.2 Schedule – To be modified as necessary and determined with input from the VILLAGE, assumptions are shown below for general understanding at the time of proposal and reference:

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over

the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

<u>Date</u>	<u>Activity</u>
Mid/Late May	Sign agreement and issued Village PO – Notice to Proceed
June/July	Construction Plans and Specification Preparation (Design)
July	Final Review and Approval to Bid Project (Approval)
July/August	Bid Letting and Award Project (Bidding)
August	Contract Documents and Construction Start (Pending VILLAGE Schedule)
August/September	Construction Window (Pending VILLAGE)
September	Substantial Completion (In-service) (Pending VILLAGE)
September/October	Anticipated Final Completion – Punchlist (Pending VILLAGE)

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- A. Geotechnical Services
- B. Permit/Platting Fees
- C. Construction Observation Services – Estimate Only*
- D. Construction Staking Services*
- E. Any additional meetings not specified in this Agreement*.

*Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

N/A

6.0 Client Responsibilities

- A. The CLIENT shall provide both plan drawings and digital file information (if available) regarding information prepared by others at the time the plans were permitted through the Village and IEPA. It is assumed that the Village has authorization/ownership rights over these design files and that the COMPANY has permission to reuse and incorporate files into their design/bidding plans.
- B. The CLIENT shall provide Permitting Fees if applicable.
- C. The CLIENT shall provide review comments within a week or two of the Final submittal for revisions and to keep on track for the bidding documents.
- D. Recent example of bid documents prepared for the CLIENT (Front ends or preferred bid method format) otherwise COMPANY can prepared following the Engineers Joint Contract Document Committee (EJCDC) format.
- E. The existing population served, capacity, and pressures of the water system that will be required for the IEPA public water supply application.

7.0 Professional Services Fee

7.1 Exclusion

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

7.2 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

LUMP SUM:

ITEM	LABOR
Surveying Services – Pick-up Survey	\$4,500.00
Engineering Services – Construction Drawings	\$19,000.00
Engineering Services – Specifications and Bidding Manual	\$2,500.00
Bidding and Bid Assistance – Direction of Letting to completion at Construction Contract Documents	\$2,000.00
Permitting	\$1,500.00
Total =	\$29,500.00

REIMBURSABLE ESTIMATES (TIME AND MATERIAL):

ITEM	LABOR COST	DIRECT COST
Meetings - Budgetary	\$750.00	
Prints		\$75.00
UPS/Mailings		\$25.00
Mileage		\$16.35
Sub Totals	\$750.00	\$116.35
Total:	\$866.35	

Lump sum in the amount of \$29,500.00

Per current Rate Schedule with an estimated fee of \$866.35

Copy To:

Accounting

This agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the agreement. Services will not begin until COMPANY receives a signed agreement. The effective date of the agreement shall be the last date entered below.

VILLAGE OF OSWEGO

HR GREEN, INC.

Accepted by: _____

Approved by: 

Printed/
 Typed Name: _____

Printed/
 Typed Name: Ajay Jain, PE, CFM

Title: _____

Title: Vice President, Water
 Resources Practice Leader

Date: _____

Date: May 3, 2019

RESOLUTION NO. 18 - R - 25

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH H.R. GREEN, INCORPORATED, YORKVILLE, IL, FOR 2018 – 2020 GENERAL CONSULTATION SERVICES

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

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

WHEREAS, it is in the best interest of the Village of Oswego to approve a contract with H.R. Green, Inc. for professional services substantially in the form attached hereto marked as “Exhibit A”.

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

SECTION 1. INCORPORATION OF RECITAL

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

SECTION 2. SUPPORT FOR AGREEMENT

The Village President and Village Board of Trustees hereby authorize and direct the Village Administrator to execute on behalf of the Village of Oswego with H.R. Green, Inc., a contract substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 17th day of April 2018.

RYAN KAUFFMAN	<u>AYE</u>	JUDY SOLLINGER	<u>ABSENT</u>
KARIN MCCARTHY-LANGE	<u>AYE</u>	LUIS PEREZ	<u>ABSENT</u>
PAM PARR	<u>AYE</u>	JOE WEST	<u>AYE</u>

APPROVED by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 17th day of April 2018.



GAIL E. JOHNSON, VILLAGE PRESIDENT



Tina Touchette, Village Clerk

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

CLERK'S CERTIFICATE
(RESOLUTION)

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE
AGREEMENT WITH H.R. GREEN, INCORPORATED, YORKVILLE, IL, FOR 2018 – 2020
GENERAL CONSULTATION SERVICES**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 17th day of April 2018, and thereafter approved by the Village President on the 17th day of April 2018.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of April 2018.

Tina Touchette

Tina Touchette, Village Clerk
Village of Oswego





PROFESSIONAL SERVICES AGREEMENT

For

2018 – 2020 General Consultation Services

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

Anthony P. Simmons, P.E.
Regional Director
HR Green, Inc.
651 Prairie Pointe Drive, Suite 201
Yorkville, Illinois 60560
HR Green Project Number: 180055

April 10, 2018

TABLE OF CONTENTS

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

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

1.0 Project Understanding

1.1 General Understanding

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

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

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

1.2 Design Criteria/Assumptions

To be determined and outlined in each individual work order.

2.0 Scope of Services

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

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

2.1 General Consultations

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

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

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

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

Projects of a larger scope or duration that are requested by the CLIENT shall be described in a separate work order, and agreed upon by each party. The Scope of Services requested by the CLIENT shall be described in separate work orders and Short Form Work Orders and agreed upon by each party with the scope of work and the fee clearly indicated. The terms and conditions of this Agreement between COMPANY and the CLIENT shall apply to all work orders and Short Form Work Orders issued from the date of acceptance until April 30, 2020 except to the extent expressly modified in each work order.

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

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

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

2.2 Development Plan Review & Construction Observation

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

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

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

2.3 Capital Improvements

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

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

3.0 Deliverables and Schedules Included in this Agreement

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

The term of this agreement shall be from the date of acceptance to April 30, 2020, which is intended to cover CLIENT'S FY2019 and FY2020 budgeting cycles.

4.0 Items not included in Agreement/Supplemental Services

N/A

5.0 Services by Others

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

6.0 Client Responsibilities

To be determined and outlined in each individual work order.

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

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

8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Book of Account

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

8.6 Insurance

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

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

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

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

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

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

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

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

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

8.7 Termination or Abandonment

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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

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

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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis. The Company's failure to include these requirements in any form a contract it creates shall be deemed a waiver of these requirements.

8.23 Hazardous Materials

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

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

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

8.24 Limitation of Liability

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

8.25 Drywells, Underdrains and Other Infiltration Devices

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

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

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

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

8.26 Environmental Audits/Site Assessments

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

8.27 Construction Observation Without Design

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

8.28 Design Without Construction Observation

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

8.29 Construction Observation

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

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

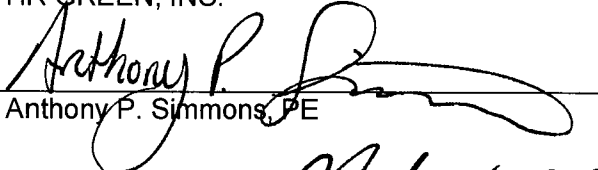
8.30 Municipal Advisor

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

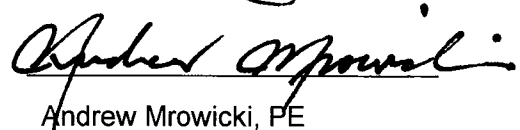
This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations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

Sincerely,

HR GREEN, INC.

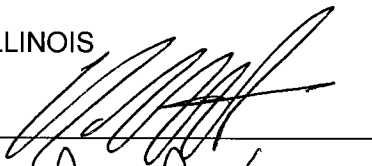

Anthony P. Simmons, PE

Approved by:


Printed/Typed Name: Andrew Mrowicki, PE

Title: Vice President Date: 4/10/18

VILLAGE OF OSWEGO, ILLINOIS

Accepted by: 

Printed/Typed Name: Dawn D. Garro

Title: Village Administrator Date: 4/19/18

J:\2018\180055\Admin\Contract\Client\MSA-041018-2018-2020_GeneralConsultation-Oswego.docx

AGENDA ITEM

MEETING TYPE: Special Village Board Meeting

MEETING DATE: May 28, 2019

SUBJECT: Sanitary Sewer Inspection Project

ACTION REQUESTED:

Approve a resolution authorizing the execution of an agreement with RJN Group, Inc. Professional Engineers for the management services of the sanitary sewer inspection project in the amount not to exceed \$34,925.00.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
N/A	N/A	Click here to enter text.

DEPARTMENT: Public Works

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

FISCAL IMPACT:

FY2020 Budget: Funding for the project management will be provided through the Water and Sewer Capital Improvement Fund, Utility System Improvements (Acct #5106070-574000). \$160,000.00 has been approved for the project management, televising and cleaning.

BACKGROUND:

The Village sanitary sewer inspection, cleaning, and lining program is a proactive program which prioritizes and identifies corrective actions needed. These actions include debris removal, grease or root abatement, repair and replacement recommendation prior to sanitary overflows and backups. Sanitary sewers where known inflow and infiltration problems occur are televised to determine whether pipes can be lined to eliminate these problems. In Spring 2013, the Village of Oswego and Fox Metro Water Reclamation District signed an intergovernmental agreement allowing the Village to utilize Fox Metro's contractor to keep costs down to clean and televise the sanitary system. Fox Metro Reclamation District has contracted with Visu-sewer for the cleaning and televising. The Village needs someone to manage the cleaning, inspection and evaluation of our sewer system.

RJN Group, Inc. Professional Engineers is a nationally recognized leader in sewer collection systems and specializes in inspecting, studying, analyzing, and designing sewer systems. In their 44-year history, they have evaluated over a quarter-billion feet of sewers. By utilizing this group to manage the televising, cleaning and lining of the sanitary pipes; the root foaming costs will be eliminated, and inflow and infiltration will be removed. This program is required by the Illinois Environmental Protection Agency.

DISCUSSION:

Public Works has been working with Joseph Sullivan, Project Manager, RJN Group, Inc. Professional Engineers. Staff has selected RJN Group, Inc. Professional Engineers to complete the consultation and management of this project and to assist staff with the completion of the inspection of the sanitary sewers in the downtown and older sections of the Village.

There was not a competitive bidding process as per the Village Purchasing Code, Title 1-19-7 (A)(1) Bid Exemptions, RJN Group, Inc. Professional Engineers are exempt from the competitive bidding requirement as they are a professional services company with individuals or firms holding a professional license or possessing a high degree of professional skill or expertise where the ability and fitness of the individual or organization plays an important part in the performance of the contract.

The sanitary sewer inspections would be completed over a multiple year time period. Staff would focus on critical areas in need of debris removal, grease or root abatement, repair or replacement recommendations. Crews will have accurate maps when responding to sewer backups, making response quicker and decisions more accurate, meaning less loss to the village and its residents. Postponing this project will result in the Village incurring additional costs pumping stormwater that enters the sanitary sewers at the lift stations.

RECOMMENDATION:

Staff recommends the board authorize the execution of the agreement with RJN Group, Inc. Professional Engineers to proceed with the management of the sanitary sewer cleaning, inspection and lining of the Village sanitary sewers.

ATTACHMENTS:

- Resolution
- Professional Services Agreement
- Exhibit A – RJN Group. Inc. Proposal



PROFESSIONAL SERVICES AGREEMENT

This agreement is made this 28th day of May 2019, between and shall be binding upon the Village of Oswego, Kendall and Will Counties, an Illinois Municipal Corporation hereinafter referred to as the "VILLAGE" and RJN Group, Inc., hereinafter referred to as the "ENGINEER" and its successors.

The ENGINEER shall serve as the VILLAGE'S consultant. This relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. The ENGINEER shall render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. The ENGINEER shall strive to conduct services under this contract in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this contract. Each party shall designate one person to act with authority in its behalf. The person designated shall review and respond promptly to communications received from the other party.

PROJECT UNDERSTANDING AND APPROACH

The VILLAGE has established an annual program to clean and televise approximately 7% of their collection system in order to provide the maintenance and inspections needed to assess the condition of an aging sewer system. The VILLAGE has already budgeted for this work and has asked ENGINEER Group for a proposal to manage the program.

In March 2019, ENGINEER met with VILLAGE staff and assisted the VILLAGE in assessing pricing from a cleaning and televising contract with the Fox Metro Water Reclamation District. By comparing this pricing to industry standard and local area bids for this type of work, the assessment revealed that pricing seemed reasonable and was close to the industry average.

In addition, ENGINEER looked at the VILLAGE's geographic information system (GIS) and determined which areas would make the most sense for completing a sewer cleaning and televising area in 2019.

This 2019 program will consist of approximately 45,128 linear feet of cleaning and closed-circuit sewer televising in the VILLAGE. Because the VILLAGE's current asset assessment and future programs are reliant on this information, getting quality useable data is important, as it will help to direct future maintenance activities and rehabilitation projects.

Based on a thorough review of data submittals from previous cleaning and inspection contracts it has been determined that on-site visits as well as program management are needed to ensure the following:

- a. the terms of the agreement are being met;
- b. invoicing and records are reported accurately;
- c. the work is performed properly;
- d. and that deficiencies in the work are quickly addressed

Proper contract management eliminates the common problems seen on cleaning and televising contracts including:

- a. segments of sewer not getting jetted;
- b. these same segments being billed for cleaning;
- c. televised sewers being double billed on invoices;
- d. critical sewers being missed;
- e. unorganized and incomplete data submittals;
- f. and missing deliverables or misidentified videos and reports

SCOPE OF SERVICES

Our proposed scope of services is as follows:

1. Pre-inspection Assistance:
 - a. Attend a pre-inspection kickoff meeting. Prepare and distribute meeting minutes.
 - b. Provide the VILLAGE and Contractor with hardcopy inspection maps and a digital PDF for the area selected for inspection including; numbering of sewer system in GIS, zoomed in maps for complicated map areas, additional maps for multiple crews, maps for punch-lists and maps for added work areas.
2. ENGINEER will provide part-time inspection observation and management for the duration of the project. ENGINEER proposes to be on-site part-time and will spend up to 8 hours per week performing on-site inspection observation and progress monitoring while the Contractor is working. Based on an estimated six-week cleaning & televising period, we are projecting a total of 48 hours of observation and progress monitoring.
3. ENGINEER will maintain weekly contact with the Contractor to monitor progress and ensure study areas are completed. ENGINEER will provide a cursory review of the Contractor's televising videos and reports when submitted.
4. Provide documentation to the of inspection activities, including maintaining a project journal of inspector daily reports and taking digital photographs of the project.
5. Attend monthly progress meetings with the VILLAGE and the Contractor. Prepare agenda and meeting minutes for each monthly meeting.

6. Provide periodic inspection of traffic control measures, inspect easement areas during work and after work is completed to ensure no damage is done to public or private property.
7. ENGINEER will submit weekly project updates to the VILLAGE.
8. ENGINEER will ensure that the televising contractor is completing the cleaning and sewer inspection in accordance with the VILLAGE contract and that all submittals are organized and complete.
9. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout.
10. Review approximately 45,128 linear feet of sewer televising videos using PACP-certified personnel and PACP coding standards.
11. Provide data analysis as follows:
 - a. Compile field data and develop complete list of defects;
 - b. Incorporate data into GIS, including new numbering system;
 - c. Assign a ranking for each pipe televised and an overall estimated flow from defects/pipe segments; and
 - d. Determine an appropriate rehabilitation method and estimate an associated cost for each defect/pipe segment.
12. Provide project management for the duration of the project and attend meetings as needed with VILLAGE staff.
13. ENGINEER will confirm and make any mapping updates identified by sewer inspection crews and incorporate those changes into the VILLAGE's GIS.
 - a. GIS map of identified defects;
 - b. List of defects prioritized by cost effectiveness for rehabilitation;
 - c. Provide digital copies of data, GIS geodatabases, and photographs.

ITEMS REQUESTED FROM THE VILLAGE

We request the following items from the VILLAGE:

1. The VILLAGE will prepare & execute contract documents for cleaning and televising and contract separately with the selected contractor, Visu-Sewer of Bridgeview, IL.

SCHEDULE

ENGINEER is prepared to attend a Pre-Inspection Kickoff Meeting as soon as the VILLAGE has picked a date and is prepared to begin review and observation upon a notice-to-proceed and when the televising Contractor is ready to begin work. It is our understanding that the VILLAGE

would like all 2019 televising inspection completed by November 27, 2019.

PERSONAL PROTECTIVE EQUIPMENT

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

SUPERVISION OF WORK

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

DELIVERY AND REUSE OF DOCUMENTS

All drawings, specifications, reports, and any other project documents prepared by the ENGINEER in connection with any or all of the services furnished thereunder shall be delivered to the VILLAGE for the express use of the VILLAGE. The ENGINEER does have the right to retain original documents, but shall cause to be delivered to the VILLAGE such quality of documents so as to assure complete reproducibility of the documents delivered. In particular the VILLAGE may request, at no additional cost, the delivery of additional sets of drawings or documents if the ENGINEER fails to deliver a fully reproducible document.

SUBLETTING OF CONTRACT

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

CONTRACT AMOUNT AND PRICES

For the ENGINEER'S services described in the contract documents, the VILLAGE agrees to pay and the ENGINEER agrees to accept as full payment for the services which are the subject matter of this Agreement in accordance with the General Provisions and the "Local Government Prompt Payment Act". Fees shall be as described in Exhibit A - ENGINEER'S Work Effort and Fee.

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

INVOICING AND PAYMENT

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

Invoices shall be accompanied by progress reports. Invoices submitted without a progress report will be considered incomplete and will not be processed for payment. The following five items shall be clearly addressed in each report as necessary to indicate project status:

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

The VILLAGE agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Sub-consultant costs are not

considered direct costs for purposes of calculating the withheld amount. Should overruns for any of the items within the Proposal become evident due to unforeseen circumstances beyond the ENGINEER's control, the ENGINEER shall notify the VILLAGE immediately and no further work shall be done by the ENGINEER until authorization to proceed in writing has been received from the VILLAGE.

CHANGES

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

SUSPENSION OF SERVICES

The VILLAGE may, at any time, by written order to the ENGINEER require the ENGINEER to stop all, or any part, of the services required by this contract. Upon receipt of such an order the ENGINEER shall immediately comply with its terms and take all steps to minimize the incurrence of costs allocable to the services covered by the order. The VILLAGE will pay for costs associated with suspension provided the VILLAGE deems them reasonable.

TERMINATION OF CONTRACT

The VILLAGE reserves the right to terminate the whole or any part of any contract awarded based on the use of these short-lists, upon ten (10) calendar days written notice to the ENGINEER. The VILLAGE further reserves the right to cancel the whole or any part of the contract if the ENGINEER fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The ENGINEER will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

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

INSURANCE

(A) During the term of the contract, the ENGINEER shall provide the following types of insurance in not less than the specified amounts:

- i. Comprehensive General Liability - \$1,000,000.00 per occurrence;
- ii. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any ENGINEER owned, and/or hired, and/or non-owned motor vehicles engaged in

- operations within the scope of this contract;
- iii. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
 - iv. Umbrella Coverage - \$2,000,000.00 (this shall apply to General Liability, Auto Liability and Professional Liability, except if the amount for Professional Liability exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and
 - v. Professional Liability - \$1,000,000.00.

(B) The ENGINEER shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insureds on all required insurance policies except the policy for professional liability.

(C) The ENGINEER shall require sub-consultants, if any, not protected under the ENGINEER'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the ENGINEER.

INDEMNIFICATION

The ENGINEER shall indemnify, defend and save harmless the VILLAGE, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or omission or any willful misconduct of said ENGINEER, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The ENGINEER shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

COMPLIANCE WITH LAWS

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

COMPLIANCE WITH OSHA STANDARDS

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

PERMITS AND LICENSES

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

TAXES

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

NON-DISCRIMINATION

- a. ENGINEER shall, as a party to a public contract:
 1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 2. By submission of this Proposal, the ENGINEER certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. ENGINEER shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

FORCE MAJEURE

The VILLAGE shall not be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of other governmental agencies.

VENUE

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

CONFLICT OF INTEREST

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

CONTRACT TERM AND RENEWAL

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

ENGINEER'S CERTIFICATION

Consultant Engineering Services to the VILLAGE, hereby certifies that said ENGINEER:

- A. Certifies that it is not barred from bidding or contracting with the VILLAGE as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the VILLAGE upon request, and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act

(775 ILCS 5/2-105) and agrees to comply with the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and

- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
- F. Agrees to 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.

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 Representative _____ Date _____

Attest _____ Title _____

RTN Group, Inc. 630-682-4700
(Printed Name of Contractor) Phone Number

175 McDonald Ave, Ste. B Joliet, IL 60431
Address City, State, Zip Code

Michael N. Young
Signature of Authorized Representative

Senior Vice President 5/21/19
Title Date

EXHIBIT A: PROPOSED FEE

The proposed Scope of Services will be invoiced on a Time & Material basis using the fee schedule below, along with the attached rate schedule and an overall estimated billing of \$34,925.

Task Description	Hours	Cost
Pre-Inspection Assistance & Inspection Maps	15	\$ 1,920
Field Inspection and Progress Monitoring	48	\$ 5,960
Submittal Review and Invoice Review	22	\$ 2,675
TV Data Review & Repair Recommendations	106	\$ 13,190
Mapping Updates & GIS Deliverables	46	\$ 4,810
Punch List & Project Closeout	19	\$ 2,375
Program Management & Meetings	27	\$ 3,660
Mileage, Travel, & Misc. Direct Expenses	-	\$ 335
TOTAL	283	\$ 34,925

Position	Hourly Rate
PD Project Director	\$205.00
SPM Senior Project Manager	\$185.00
PM Project Manager	\$165.00
SPE Senior Project Engineer	\$135.00
SRE Senior Resident Engineer	\$130.00
PE Project Engineer	\$120.00
RE Resident Engineer	\$115.00
ET Engineering Technician	\$105.00
CAD CAD Technician	\$100.00
GIS GIS Technician	\$95.00
DM Data Manager	\$85.00
FM Field Manager	\$85.00
FT Field Technician	\$70.00
CL Clerical	\$70.00

RESOLUTION NO. 19 - R - ____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH RJN GROUP, INC. PROFESSIONAL ENGINEERS FOR THE
MANAGEMENT SERVICES OF THE SANITARY SEWER INSPECTION
PROJECT IN THE AMOUNT NOT TO EXCEED \$34,925.00.**

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

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

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

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

SECTION 1. INCORPORATION OF RECITAL

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

SECTION 2. SUPPORT FOR AGREEMENT

The Village President and Village Board of Trustees hereby authorize and direct the Village Administrator to execute on behalf of the Village of Oswego an agreement with RJN Group, Inc. Professional Engineers for the management services of the sanitary sewer inspection project in an amount not to exceed \$34,925.00 substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause or provision of this Resolution is declared by a court of competent jurisdiction 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.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 28th day of May 2019.

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 28th day of May 2019.

TROY PARLIER, VILLAGE PRESIDENT

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

CLERK'S CERTIFICATE
(RESOLUTION)

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH RJN GROUP, INC. PROFESSIONAL ENGINEERS FOR THE
MANAGEMENT SERVICES OF THE SANITARY SEWER INSPECTION
PROJECT IN THE AMOUNT NOT TO EXCEED \$34,925.00.**

which Resolution was duly adopted by said Board of Trustees at a special meeting held on the 28th day of May 2019, and thereafter approved by the Village President on the 28th day of May 2019.

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 28th day of May 2019.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

April 17, 2019

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

SUBJECT: PROPOSAL FOR VILLAGE OF OSWEGO – CONTRACT MANAGEMENT & OVERSIGHT SERVICES FOR 2019 SEWER CLEANING AND INSPECTION PROGRAM

Dear Mr. Zasada:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the Village of Oswego (Village) for contract management, closed-circuit television (CCTV) assessment, mapping updates and field inspection services on the 2019 Sewer Cleaning and Inspection Program.

RJN Group, established in Wheaton, Illinois in 1975 is a nationally recognized leader in sewer collection systems and specializes in inspecting, studying, analyzing, and designing sewer systems. In our 44-year history, we have evaluated over a quarter-billion feet of sewers.

PROJECT UNDERSTANDING AND APPROACH

The Village of Oswego has established an annual program to clean and televise approximately 7% of their collection system in order to provide the maintenance and inspections needed to assess the condition of an aging sewer system. The Village has already budgeted for this work and has asked RJN Group for a proposal to manage the program.

In March 2019, RJN met with Village staff and assisted the Village in assessing pricing from a cleaning and televising contract with the Fox Metro Water Reclamation District. By comparing this pricing to industry standard and local area bids for this type of work, the assessment revealed that pricing seemed reasonable and was close to the industry average.

In addition, RJN looked at the Village's geographic information system (GIS) and determined which areas would make the most sense for completing a sewer cleaning and televising area in 2019.

This 2019 program will consist of approximately 45,128 linear feet of cleaning and closed-circuit sewer televising in the Village of Oswego. Because the Village's current asset assessment and future

Page 2

Mr. Tim Zasada

April 17, 2019

programs are reliant on this information, getting quality useable data is important, as it will help to direct future maintenance activities and rehabilitation projects.

Based on a thorough review of data submittals from previous cleaning and inspection contracts it has been determined that on-site visits as well as program management are needed to ensure the following:

- a. the terms of the agreement are being met;
- b. invoicing and records are reported accurately;
- c. the work is performed properly;
- d. and that deficiencies in the work are quickly addressed

Proper contract management eliminates the common problems seen on cleaning and televising contracts including:

- a. segments of sewer not getting jetted;
- b. these same segments being billed for cleaning;
- c. televised sewers being double billed on invoices;
- d. critical sewers being missed;
- e. unorganized and incomplete data submittals;
- f. and missing deliverables or misidentified videos and reports

SCOPE OF SERVICES

Our proposed scope of services is as follows:

1. Pre-inspection Assistance:
 - a. Attend a pre-inspection kickoff meeting. Prepare and distribute meeting minutes.
 - b. Provide the Village and Contractor with hardcopy inspection maps and a digital PDF for the area selected for inspection including; numbering of sewer system in GIS, zoomed in maps for complicated map areas, additional maps for multiple crews, maps for punch-lists and maps for added work areas.
2. RJN will provide part-time inspection observation and management for the duration of the project. RJN proposes to be on-site part-time and will spend up to 8 hours per week performing on-site inspection observation and progress monitoring while the Contractor is

Page 3

Mr. Tim Zasada

April 17, 2019

working. Based on an estimated six-week cleaning & televising period, we are projecting a total of 48 hours of observation and progress monitoring.

3. RJN will maintain weekly contact with the Contractor to monitor progress and ensure study areas are completed. RJN will provide a cursory review of the Contractor's televising videos and reports when submitted.
4. Provide documentation to the of inspection activities, including maintaining a project journal of inspector daily reports and taking digital photographs of the project.
5. Attend monthly progress meetings with the Village and the Contractor. Prepare agenda and meeting minutes for each monthly meeting.
6. Provide periodic inspection of traffic control measures, inspect easement areas during work and after work is completed to ensure no damage is done to public or private property.
7. RJN will submit weekly project updates to the Village.
8. RJN will ensure that the televising contractor is completing the cleaning and sewer inspection in accordance with the Village contract and that all submittals are organized and complete.
9. Provide contract management, including review of Contractor's payment requests, preparation of change orders, and coordination of contract closeout.
10. Review approximately 45,128 linear feet of sewer televising videos using PACP-certified personnel and PACP coding standards.
11. Provide data analysis as follows:
 - a. Compile field data and develop complete list of defects;
 - b. Incorporate data into GIS, including new numbering system;
 - c. Assign a ranking for each pipe televised and an overall estimated flow from defects/pipe segments; and
 - d. Determine an appropriate rehabilitation method and estimate an associated cost for each defect/pipe segment.
12. Provide project management for the duration of the project and attend meetings as needed with Village staff.

Page 4
 Mr. Tim Zasada
 April 17, 2019

13. RJN will confirm and make any mapping updates identified by sewer inspection crews and incorporate those changes into the Village’s GIS.
 - a. GIS map of identified defects;
 - b. List of defects prioritized by cost effectiveness for rehabilitation;
 - c. Provide digital copies of data, GIS geodatabases, and photographs.

ITEMS REQUESTED FROM THE VILAGE

We request the following items from the Village:

1. The Village will prepare & execute contract documents for cleaning and televising and contract separately with the selected contractor, Visu-Sewer of Bridgeview, IL.

SCHEDULE

RJN is prepared to attend a Pre-Inspection Kickoff Meeting as soon as the Village has picked a date and is prepared to begin review and observation upon a notice-to-proceed and when the televising Contractor is ready to begin work. It is our understanding that the Village would like all 2019 televising inspection completed by November 27, 2019.

PROPOSED FEE

The proposed Scope of Services will be invoiced on a Time & Material basis using the fee schedule below, along with the attached rate schedule and an overall estimated billing of \$34,925.

Task Description	Hours	Cost
Pre-Inspection Assistance & Inspection Maps	15	\$ 1,920
Field Inspection and Progress Monitoring	48	\$ 5,960
Submittal Review and Invoice Review	22	\$ 2,675
TV Data Review & Repair Recommendations	106	\$ 13,190
Mapping Updates & GIS Deliverables	46	\$ 4,810
Punch List & Project Closeout	19	\$ 2,375
Program Management & Meetings	27	\$ 3,660
Mileage, Travel, & Misc. Direct Expenses	-	\$ 335
TOTAL	283	\$ 34,925

Page 5
Mr. Tim Zasada
April 17, 2019

	Position	Hourly Rate
PD	Project Director	\$205.00
SPM	Senior Project Manager	\$185.00
PM	Project Manager	\$165.00
SPE	Senior Project Engineer	\$135.00
SRE	Senior Resident Engineer	\$130.00
PE	Project Engineer	\$120.00
RE	Resident Engineer	\$115.00
ET	Engineering Technician	\$105.00
CAD	CAD Technician	\$100.00
GIS	GIS Technician	\$95.00
DM	Data Manager	\$85.00
FM	Field Manager	\$85.00
FT	Field Technician	\$70.00
CL	Clerical	\$70.00

It is our pleasure to submit this proposal to the Village of Oswego. Please feel free to contact Joe at (630) 682-4700 x 337 if you would like to discuss this proposal or have any questions.

We are looking forward to the opportunity to continue working with the Village on these important projects.

Sincerely,
RJN Group, Inc.



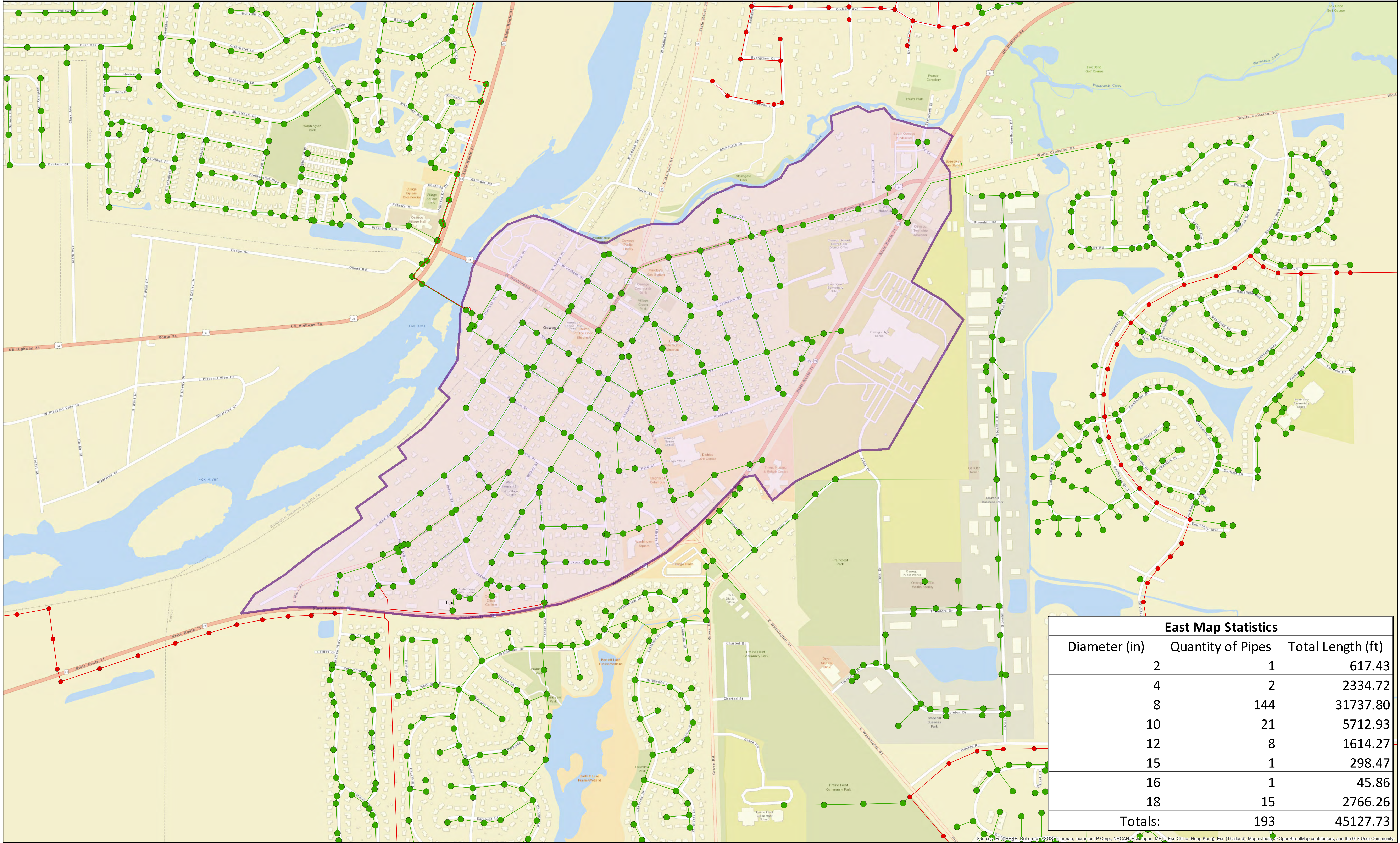
Joseph Sullivan
Project Manager



Michael N. Young, P.E.
Principal

Enclosure: 2019 Village of Oswego - East Side Cleaning & Televising Area Map

Village of Oswego Sanitary Sewer System - East



AGENDA ITEM

MEETING TYPE: Special Village Board Meeting

MEETING DATE: May 28, 2019

SUBJECT: Purchase of a four-column portable vehicle lift

ACTION REQUESTED:

Approval of a resolution authorizing the purchase of a four-column portable vehicle lift from Napa Auto Parts in the amount of \$42,000.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

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

DEPARTMENT: Public Works

SUBMITTED BY: Anthony Bavuso, Shop Superintendent

FISCAL IMPACT:

2019-2020 Vehicle Equipment Purchase \$45,000

BACKGROUND:

Currently the public works vehicle maintenance garage uses two lifts (inground and a two-post style). Unfortunately, the company who manufactures the inground lift is no longer in business and repair parts have been difficult to locate. The gross vehicle weight rating of Village owned Class 6-8 vehicles averages 40,000 lbs. The two-post lift is rated at 18,000 lbs. and does not meet the standards to lift the weight of a larger public works vehicle. The four-column portable lift will be the primary lifting source for the larger vehicles with a max weight rating at 76,000 lbs. and will allow the vehicle maintenance and service of these vehicles become more efficient. The inground lifts are difficult to use on the large vehicles as both axles must be lifted independently, limiting access to vehicle components due to the placement of the lifting surfaces. This item was listed in the FY2020 Capital Improvement Plan and the Village Board approved the CIP on April 16, 2019.

DISCUSSION:

With the current safety and mechanical issues the existing inground lift is experiencing, staff is requesting to purchase a new four-column portable lift. This lift will allow the mechanics to work on the larger trucks more efficiently and safely. These lifts are also portable, resulting in better mobility if repairs are needed elsewhere instead of inside the maintenance garage located at public works. Additionally, the column lifts have built-in safety features including the Lock Light System. This system allows mechanics to verify the lift is in the locked position and is safe to work beneath the vehicle. Lastly, this equipment is certified by the American Lift Institute with a Gold rating (MCHF419U100).

Staff is requesting to purchase the four-column lift through Napa Auto Parts by using a cooperative purchasing agreement with Sourcewell. The Sourcewell contract numbers are 062916-GPC and 061015-GPC for reference. Sourcewell competitively bids the contracts on an annual basis on behalf of government agencies. The Napa Auto Parts located in Oswego, IL, will obtain this lift under the Sourcewell contract and act as a liaison for delivery, setup and training.



RECOMMENDATION:

Staff requests the Board to approve a resolution to purchase a four-column portable vehicle lift from Napa Auto Parts in the amount of \$42,000.

ATTACHMENTS:

1. Resolution
2. Exhibit A: Napa Auto Parts Four-Column Portable Lift Quote

RESOLUTION NO. 19 - R - ____

RESOLUTION AUTHORIZING THE PURCHASE OF A FOUR-COLUMN VEHICLE LIFT IN THE AMOUNT OF \$42,000

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

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

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

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

SECTION 1. INCORPORATION OF RECITAL

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

SECTION 2. SUPPORT FOR AGREEMENT

The Village President and Village Board of Trustees are hereby authorized and directed to purchase on behalf of the Village of Oswego a four-column portable vehicle lift from Napa Auto Parts, Oswego, IL, substantially in the form attached as “Exhibit A.”

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 28th day of May 2019.

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 28th day of May 2019.

TROY PARLIER, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK

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

CLERK'S CERTIFICATE
(RESOLUTION)

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

RESOLUTION AUTHORIZING THE PURCHASE OF A FOUR-COLUMN VEHICLE LIFT IN THE AMOUNT OF \$42,000

which Resolution was duly adopted by said Board of Trustees at a special meeting held on the 28th day of May 2019, and thereafter approved by the Village President on the 28th day of May 2019.

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 28th day of May 2019.

Tina Touchette, Village Clerk
Village of Oswego

(Seal)

EXHIBIT A



QUOTE

Napa Auto Parts of Oswego
 3090 US Rte 30
 Oswego IL 60543
 1 630 554 4581
GERALD_FRIC@GENPT.COM

DATE	4/12/2019
QUOTE #	1
CUSTOMER ID	
VALID UNTIL	6/30/2019

CUSTOMER

Village of Oswego
 Anthony Bavuso
 100 Theodore Drive
 Oswego IL 60543

DESCRIPTION	TAXED	AMOUNT
Rotary 19k column lifts set of 4 with install and training		\$42,000.00
Sourcewell contract number 062916-GPC Sourcewell & #061015-GPC		
Optional extended warranties:		

Subtotal	42,000.00
Taxable	-
Tax rate	<input type="text"/>
Tax due	-
Other	<input type="text"/>
TOTAL	\$ 42,000.00

TERMS AND CONDITIONS

1. Customer will be billed after indicating acceptance of this quote
2. Payment will be due prior to delivery of service and goods
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x _____
 Print Name:

If you have any questions about this price quote, please contact
 [Name, Phone #, E-mail]

Thank You For Your Business!

Proclamation

The Village of Oswego, Illinois
Founded in 1833

FLAG DAY **June 14, 2019**

WHEREAS, by Act of Congress of the United States dates June 14, 1777, the first official Flag of the United States was adopted; and

WHEREAS, by Act of Congress dated August 3, 1949, June 14th of each year was designated “NATIONAL FLAG DAY”; and

WHEREAS, the Congress has requested the President to issue annually a proclamation designating the week in which June 14th occurs as “NATIONAL FLAG WEEK”; and

WHEREAS, on December 8, 1982 The American Flag Foundation was chartered to conduct educational programs and to encourage all Americans to pause for the Pledge of Allegiance as part of the celebration of National Flag Day throughout the nation; and

WHEREAS, Flag Day celebrates our nation’s symbol of unity, a democracy in a republic and stands for our country’s devotion to freedom and to equal rights for all.

NOW, THEREFORE, I, Troy Parlier, Village President of the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois, do hereby proclaim June 14, 2019 as

FLAG DAY

in the Village of Oswego and encourage all residents to proudly display the United States Flag.

FURTHER, I encourage all residents to pause at 7:00 PM EST on this date for the 40th annual National Pause for the Pledge of Allegiance and join all Americans in reciting the Pledge of Allegiance to the Flag of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Oswego to be affixed this 28th day of May 2019.

TROY PARLIER, VILLAGE PRESIDENT

ATTEST:

Tina Touchette, Village Clerk

CALENDAR UPDATE

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

Committee of the Whole Meeting- CANCELED	June 4, 2019	6:00 p.m.
Regular Village Board Meeting- CANCELED	June 4, 2019	7:00 p.m.
Economic Development Commission	June 5, 2019	6:00 p.m.
Planning and Zoning Commission Meeting	June 6, 2019	7:00 p.m.
Cultural Arts Commission Meeting	June 12, 2019	6:00 p.m.
Committee of the Whole Meeting	June 18, 2019	6:00 p.m.
Regular Village Board Meeting	June 18, 2019	7:00 p.m.
Historic Preservation Commission Meeting	June 26, 2019	7:00 p.m.

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

Location: Oswego Police Department, 3355 Woolley Road, Oswego, IL

Administrative Adjudication	June 27, 2019	5:00 p.m.
Police Commission Meeting	June 6, 2019	5:00 p.m.
Police Pension Board Meeting	July 25, 2019	3:15 p.m.