

Initials: __

NOTICE AND AGENDA

NOTICE IS HEREBY GIVEN THAT A COMMITTEE OF THE WHOLE MEETING

WILL BE HELD ON

February 04, 2020

6:00 PM Location: Oswego Village Hall

A.	CALL TO ORDER	
В.	ROLL CALL	
C.	CONSIDERATION OF AND POSSIBLE ACTIONS ON ANY REQUESTS FOR ELECTRONIC PARTICIPATION IN MEETING	
D.	PUBLIC FORUM	
Е.	OLD BUSINESS	
F.	NEW BUSINESS	
	F.1. Village Code Amendments for Mobile Food Vending	
	a) Food & Beverage Tax	
	b) Vending on Private Property	
Posted Date: Time: Place:	:	

Food Trucks F&B tax.docx

20- Food and Beverage Tax Code Amendment 1-30-20.docx

Food Truck F&B History Feb 2020.pdf

Memo-Mobile Food Vendors Code Amendment.docx

20- Mobile Food Vendors Code Amendment 12-31-19.docx

F.2. Provide Direction on an Architect/Engineer RFP and the Plan for Summer 2020 Related to the Entertainment Venue Site.

Architect RFP COW.docx Architectural and Engineering Services RFP 01292020.docx 138.008 AE01-SP 2020-01-22.pdf

G. CLOSED SESSION

- G.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)]

H. ADJOURNMENT





AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: February 4, 2020

SUBJECT: Food & Beverage Tax on Food Trucks

ACTION REQUESTED:

Discussion on repealing the Food & Beverage Tax on Mobile Vending

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
9/5/2017	Village Board	Adopted Ordinance NO. 17-52; An Ordinance
		Adding Title 3 Chapter 36 To The Code of
		Ordinances For The Village Of Oswego, Kendall
		And Will Counties, Illinois (Food & Beverage Tax)

DEPARTMENT: Finance

SUBMITTED BY: Mark G. Horton, CPFO

FISCAL IMPACT:

N/A

BACKGROUND:

The Village adopted an Ordinance establishing a Food & Beverage Tax effective October 1, 2017. The tax was imposed on all retail food facilities and retail liquor facilities with the following exemptions:

Retail Food Facilities shall not include coin operated automatic food item dispensing machines, confectionary stores, churches, public or private schools, boarding houses, hospitals, day care centers, nursing homes, retirement centers or similar residential care facilities or programs for the central preparation of meals to be delivered and consumed at private residences of invalids or the elderly nor to facilities operated by not-for-profit associations or corporations.

DISCUSSION:

Staff has worked diligently over the past two years making sure all retail food/liquor facilities remit the monthly Food & Beverage tax to the Village. Staff has had the most trouble the past

two years with Food Trucks retailing in town and getting them to remit the tax. Problems with Food Trucks are that many are out of town businesses which leaves us with limited enforcement power in getting them to pay the tax. Staff put forth a number of enforcement ideas including requiring the Food Trucks to have a valid village registration and licensing permits, putting the onus on the brick and mortar businesses to make sure the Food Trucks comply and even having the police stop and ask for the Village registration/license. None of these ideas had much success.

Staff discussion about this issue has led us to the idea of exempting Food Trucks from the Food & Beverage tax and registration fee. Food Trucks would still be required to get a license from the Village if vending on public property. The license is \$200/year which more than offsets the loss of any Food & Beverage tax the Village may receive from the Food Trucks.

Food Trucks have gained in popularity with several businesses allowing them to locate on their property as a marketing tool for their business. Our local merchants have not expressed any concerns about the Food Trucks but rather have welcomed them as they are bringing more foot traffic to the downtown. Food Trucks are increasing in popularity at many events as patrons welcome the food choices and price while attending. Staff believes the increase in attendance at events, in the downtown or in Oswego is a positive step for the local economy.

RECOMMENDATION:

Staff is requesting Village Board direction in putting forth an amendment to the Food & Beverage Ordinance.

ATTACHMENTS:

- Amending Ordinance
- Food Truck Food & Beverage Tax History

VILLAGE OF OSWEGO KENDALL AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 20 - ___

AN ORDINANCE AMENDING TITLE 3 CHAPTER 36 OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(FOOD AND BEVERAGE TAX)

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

This 4th day of February 2020

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

AN ORDINANCE AMENDING TITLE 3 CHAPTER 36 OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(FOOD AND BEVERAGE TAX)

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

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

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

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

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

3-36-1: DEFINITIONS:

RETAIL FOOD FACILITY: Any place at which food items are served and/or prepared where said food items are intended to be, or are permitted to be, consumed on the premises, including, but not limited to those establishments commonly called an inn, restaurant, eating place, drive-in, restaurant, bakery, buffet, cafeteria, cafe, lunch counter, fast food outlet, catering service, coffee shop, diner, sandwich shop, soda fountain, tavern, bar, cocktail lounge, soft drink parlor, ice cream parlor, tea room, delicatessen, movie theatre, mobile food or beverage or ice cream vehicle, hotel, motel, or club, where a facility only partially intended to permit on-site consumption of food (such as a grocery store with a prepared food service area), only that portion of the facility selling prepared food shall be considered a retail food facility.

Retail food facilities shall not include coin operated automatic food item dispensing machines, <u>mobile</u> <u>food or beverage</u>, confectionary stores, churches, public or private schools, boarding houses, hospitals, day care centers, nursing homes, retirement centers or similar residential care facilities or programs for the central preparation of meals to be delivered and consumed at private residences of invalids or the elderly nor to facilities operated by not-for-profit associations or corporations.

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

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

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 4^{th} day of February 2020.

JAMES MARTER	4	LUIS PEREZ	
TERRY OLSON		JUDY SOLLINGER	#
PAM PARR		BRIAN THOMAS	
APPROVED by me, Troy	Parlier, as Presi	ident of the Village of O	swego, Kendall and Will
Counties, Illinois this 4 th day of Feb			28.,
Counties, filmois tills 4 day of 1 co	Tuary 2020.		
		TROY PARLIER, VIL	LAGE PRESIDENT
		, , , , , , , , , , , , , , , , , , , ,	
TINA TOUCHETTE VILLAGE C	LERK		

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 AMENDING TITLE 3 CHAPTER 36 OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(FOOD AND BEVERAGE TAX)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 4th day of February 2020, approved by the Village President on the 4th day of February 2020 and thereafter published in pamphlet form to the extent required by law.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of February 2020.

Tina Touchette, Village Clerk	
Village of Oswego	

(Seal)

Food Truck revenue history of Food & Beverage Tax

FY 2019	Total revenue \$496.27		5.27
CONCESSIONS-			
GENOAS ITALIAN CONCESSION	\$53.00	\$97.00	
PIZZA CUCINA	\$8.91		
WURST KITCHEN	\$65.79		
OTHER EVENTS HELD WITHIN VILLAGE LIMITS-			
ARRANMORE EVENTS			
OSWEGO BREWING CO FOOD VENDOR EVENTS			
WURST KITCHEN	\$33.37	169.14	
HAPPY BELLY	1.25		
PERK N PICKLE, LLC			
BUTCHER/BAKER	\$25.36		
OLIVE BRANCH GREEK FOOD TRUCK	\$30.45	\$12.00	

FY 2020	Total rever	nue of \$1,564.5	52
BRICKS ON WHEELS - 2018-2019	\$121.19		
WINDY CITY AMUSEMENTS - PRAIRIEFEST 2018-2019	\$166.28		
TEAM FIB BBQ-PRAIRIEFEST JUNE 2019	\$64.48		
TEAM FIB BBQ-BEATS & EATS JULY 2019	\$33.02		
LOTTIE'S LEMONADE - FARMERS MARKET 18/19 & 1 BEATS & E	\$57.07		
DELICJA - PRAIRIEFEST 2019	\$8.19		
FRANK'S GREEK DELIGHTS, INC-PRAIRIEFEST 2018	\$51.82		
CONCESSIONS-			
GENOAS ITALIAN CONCESSION	\$44.00		
WURST KITCHEN	\$36.77		
OTHER EVENTS HELD WITHIN VILLAGE LIMITS-			
ARRANMORE EVENTS			
FOX FALL FEST			
MOTHER WILMA'S MARSHMALLOW FACTORY	\$14.60		
COVERED IN CHOCOLATE, INC.	\$5.78		
OSWEGO BREWING CO FOOD VENDOR EVENTS			

ALEIEIG DADDEOLIE	40	1	
ALFIE'S BARBEQUE	\$6.70		
BUTCHER/BAKER			
CRAFT URBAN	420.00	d24.00	
FREDDIE'S OFF THE CHAIN	\$29.00	\$31.00	
HAPPY BELLY	4		
JB'S MOBILE MUNCHIES	\$2.50		ī
MAMAS TAMALLIS			
OLIVE BRANCH GREEK FOOD TRUCK	\$15.00	\$0.00	
PERK N PICKLE, LLC			
STATION ONE SMOKEHOUSE			
TACO MOVIL INC.			
THREE LEGGED TACOS			
UMBRELLA AZUL			
QUALITY CONCESSIONS	\$51.00		
WHEELER FARMS	\$8.37		
WURST KITCHEN	\$19.21	\$17.25	76.79
PRAIRIEFEST 2019			
BARONES RESTAURANT	\$42.04		
BAYOU CHILL	\$23.58		
DIPPIN DOTS	101.85		
FRANNIE'S FUNNEL CAKES	\$43.24		
FRANK'S GREEK DELIGHT, INC.	\$53.35		
GENOAS ITALIAN CONCESSION	\$134.00		
LC PHO RESTAURANT	\$20.20		
LEE CONCESSION CORP.	\$51.00		
NORTH AMERICAN FOOD SERVICE	\$68.26		
SUZIE'S FUN FOODS LLC	\$98.60		
FRANNIE'S FUNNEL CAKES 2018	\$40.82		
MY DUSTY ROADS (GARDEN FAIRE)			
TACO MOVIL INC.			
DINE N' DRIVE MOVIE - PARK N' RIDE LOT			
WURST KITCHEN	8.88		
<u> </u>	1		
BEATS & EATS			
BAYOU CHILL	6.85		
NOTHING BUNDT CAKES	11.83		
	1 11.00		





AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: February 4, 2020

SUBJECT: Mobile Food Vendors Code Amendment

ACTION REQUESTED:

Approve Ordinance Amending Village Code Title 3 Chapter 33; Mobile Food Vendors.

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
10/4/2016	Village Board	Approved Ord. 16-56; Mobile Food Vendors

DEPARTMENT: Clerks Office

SUBMITTED BY: Tina Touchette

FISCAL IMPACT:

N/A

BACKGROUND:

On October 4, 2016, the Village Board approved a code amendment for the regulation of mobile food vending services. The amendment included the requirement for vendors to register the business if services were being conducted on private property and required vendors to be licensed if vending on public property. Additional language was drafted that included servicing areas, operation requirements and time restrictions.

DISCUSSION:

Over the past three years, staff has been monitoring the process on both the local and County level and has found that some of the processes and restrictions may no longer be necessary and, in some cases, has caused an undue burden on the mobile food vendors and the businesses that are contracting with the vendors. The Clerk's Office and the Kendall County Health Department have been working together, over the years, to streamline this process.

After reaching out and getting feedback from the Kendall County Health Department, the Oswego Chamber of Commerce and the Downtown Association, staff is proposing the elimination of the requirement for the mobile food vendor to register with the Village if the vendor is conducting business on private property. Additionally, the Yorkville City Council recently voted, at their January 28, 2020 meeting, to no longer require a mobile retail vendor to register if they are conducting business on private property.

The following are the proposed amendments to the Village Code:

3-33-4: MOBILE FOOD SERVICE ON PRIVATE PROPERTY:

(A) It shall be unlawful for any person or entity to operate as a mobile food vendor on private property without having first obtained a permit from the Kendall County Health Department a registration from the village clerk. Mobile food vendor registrations shall be made to the village clerk upon forms provided for that purpose. Each registrant shall pay a twenty five dollar (\$25.00) registration fee for the first vehicle or pushcart, and a ten dollar (\$10.00) fee for each additional vehicle or pushcart. All fees are nonrefundable. No registration fee shall be charged of a mobile food vendor sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the village with a "tax exempt number" and written proof of its "tax exempt status".

Each registrant shall provide the following information:

- 1. Completed mobile food vendor registration;
- 2. Registrant name, address, phone number and e-mail address;
- 3. Business name, address, phone number, e-mail address, nature of business and whether the business is tax exempt;
- 4. Driver/operator name, address, phone number and e-mail address;
- 5. List of mobile food vehicles/trucks or pushcarts intended to be operated including the make, model, year, vehicle identification number and license number for each;
- 6. Provide an Illinois department of revenue identification number for the retailers' occupation tax. No registration shall be issued if the registrant does not have an identification number except that no identification number shall be required if a mobile food vendor is sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the village with a "tax exempt number" and written proof of its "tax exempt status";

12

- 7. Copy of driver's license for all registrants, drivers and operators;
- 8. Written permission from the property owner;
- 9. Copy of health department permits;
- 10. 1. Except for licensing, all mobile food vending provisions of this chapter are applicable.
- (B) The registration requirement for mobile food vehicles/trucks or pushcarts is waived for all permitted special events

RECOMMENDATION:

Staff is recommending the approval of an ordinance amending Title 3 Chapter 33 of Village Code; Mobile Food Vendors.

ATTACHMENTS:

Ordinance

VILLAGE OF OSWEGO KENDALL AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 20 - ___

AN ORDINANCE AMENDING TITLE 3 CHAPTER 33 OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(MOBILE FOOD VENDORS)

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

This 4th day of February 2020

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

AN ORDINANCE AMENDING TITLE 3 CHAPTER 33 OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(MOBILE FOOD VENDORS)

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

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

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

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

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(A) It shall be unlawful for any person or entity to operate as a mobile food vendor on private property without having first obtained a permit from the Kendall County Health Department a registration from the village clerk. Mobile food vendor registrations shall be made to the village clerk upon forms provided for that purpose. Each registrant shall pay a twenty five dollar (\$25.00) registration fee for the first vehicle or pushcart, and a ten dollar (\$10.00) fee for each additional vehicle or pushcart. All fees are nonrefundable. No registration fee shall be charged of a mobile food vendor sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the village with a "tax exempt number" and written proof of its "tax exempt status".

Each registrant shall provide the following information:

- 1. Completed mobile food vendor registration;
- 2. Registrant name, address, phone number and e-mail address;

- 3. Business name, address, phone number, e-mail address, nature of business and whether the business is tax exempt;
- 4. Driver/operator name, address, phone number and e-mail address;
- 5. List of mobile food vehicles/trucks or pushcarts intended to be operated including the make, model, year, vehicle identification number and license number for each;
- 6. Provide an Illinois department of revenue identification number for the retailers' occupation tax. No registration shall be issued if the registrant does not have an identification number except that no identification number shall be required if a mobile food vendor is sponsored by or working for a religious, educational, or charitable organization where such organization is entirely a nonprofit organization and who can furnish the village with a "tax exempt number" and written proof of its "tax exempt status";
- 7. Copy of driver's license for all registrants, drivers and operators;
- 8. Written permission from the property owner;
- 9. Copy of health department permits;
- 10. 1. Except for licensing, all mobile food vending provisions of this chapter are applicable.
- (B) The registration requirement for mobile food vehicles/trucks or pushcarts is waived for all permitted special events

Section 2: SEVERABILITY

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

Section 3: REPEALER

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

Section 4: EFFECTIVE DATE

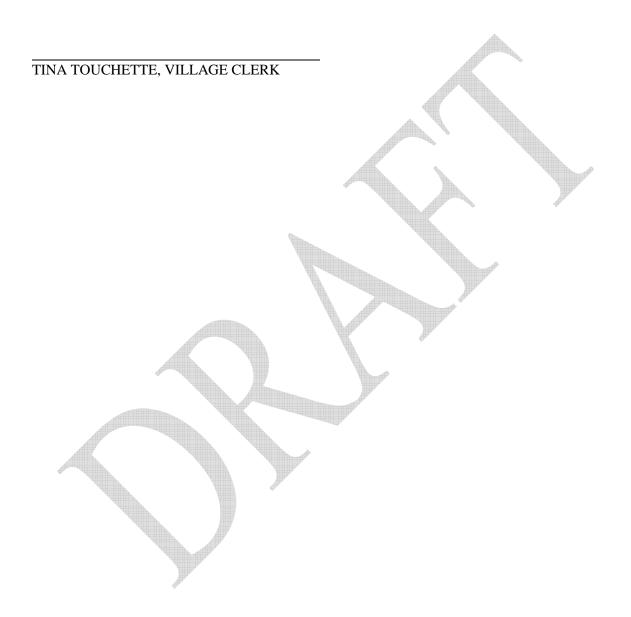
This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in this pamphlet form which is hereby authorized, as provided by law.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 4th day of February 2020.

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

 $\bf APPROVED$ by me, Troy Parlier, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 4^{th} day of February 2020.

TROY PARLIER, VILLAGE PRESIDENT



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 AMENDING TITLE 3 CHAPTER 33 OF THE VILLAGE CODE IN THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS

(MOBILE FOOD VENDORS)

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 4th day of February 2020, approved by the Village President on the 4th day of February 2020 and thereafter published in pamphlet form to the extent required by law.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of February 2020.

	Tina Touchette, Village Clerk Village of Oswego	
₩		

(Seal)



AGENDA ITEM

MEETING TYPE: Committee of the Whole

MEETING DATE: February 4, 2020

SUBJECT: Entertainment Venue Next Steps

ACTION REQUESTED:

Provide Direction on an Architect/Engineer RFP and the Plan for Summer 2020 related to the Entertainment Venue Site

BOARD/COMMISSION REVIEW:

N/A

ACTION PREVIOUSLY TAKEN:

Date of Action	Meeting Type	Action Taken
10/1/2019	Village Board	Passed Resolution No. 19-R-72 Accepting the
		Donation of Lot 7 in Oswego Junction Phase 2
1/14/2020	COW	Discussed the Plan to Design, Construct, and
		Operate the Future Entertainment Venue Site
1/14/2020	Village Board	Passed Resolution No. 20-R-07 Approving an
		Agreement with Schoppe Design, Inc. for Design
		Services, and Directed Staff to Proceed with Hiring
		an Acoustical Engineer

<u>DEPARTMENT:</u> Administration

SUBMITTED BY: Dan Di Santo, Village Administrator

FISCAL IMPACT:

No funds are budgeted in the FY20 budget, however depending on direction received from the Village Board, staff can plan enter estimated costs in the FY21 budget.

BACKGROUND:

On October 1, 2019, the Village Board passed Resolution No. 19-R-72, authorizing the execution of a donation agreement for Lot 7 in Oswego Junction Phase 2 by local business owner Kevin Fialko. The donation agreement requires the Village to develop "a venue for outdoor live performance and music entertainment and events to be enjoyed by the general public" on the site within 3 years.

On January 14, 2020, the Village Board discussed the plan to design, construct and operate the future entertainment venue site during the Committee of the Whole. The only direction received during the discussion was to proceed with design and acoustical engineering contracts. During the Village Board meeting that evening, the Village Board passed Resolution No. 20-R-07 authorizing the execution of an agreement with Schoppe Design, Inc. for design services.

DISCUSSION:

Now that the project designer (Schoppe Design) and the acoustical engineer (Threshold Acoustics) firms are in place and work is underway, staff seeks further direction from the Village Board on how to proceed with the next steps on the project.

Architect/Engineer Selection:

Based on the discussion during the January 14, 2020 Committee of the Whole, staff recommends beginning a Request for Proposals (RFP) process to select the project architect and engineer. Please see the draft RFP attached to this agenda item for details. Staff from various departments as well as Schoppe Design weighed in on the RFP and we are comfortable moving forward.

The RFP seeks architects and engineers that have significant, current experience in the development, design, and construction of similar buildings and projects. The responding firms will be asked to prepare schematic design plans, traffic engineering, cost estimates, construction documents for public bidding, and construction oversite. The firm will also work cooperatively with Schoppe Design to first develop a Master Plan for the property.

Like the process used in the Police Headquarters development, a steering team comprised of staff and Village Board members will first review and evaluate the proposals and then review the proposed cost of services. Should the decision be made to move forward with one of the firms, staff would then present a contract to the Village Board for consideration and approval. The proposed construction completion date as stated in the draft RFP is May 10, 2021.

At the last COW discussion, there were several questions on the management of the facility and the ability for the Village to recover its costs through fees, licensing, and rental agreements. At this time, the RFP and steering team are planning a community event venue intended as a community amenity. Should the Village Board be interested in a larger-scale, revenue-generating venue on the site, staff recommends engaging with a specialized consultant to perform a market and demand analysis as well as an economic impact study to analyze the feasibility (estimated cost of \$25,000-\$50,000 and a 12-week timeframe).

Community Engagement:

Engaging the community is a vital part of this project. Staff is currently working on an online survey to gauge public sentiment on how the property should be used and the interest held by the public on various programmatic elements of the site. Staff and Schoppe Design are also planning meetings with potential users of the facility such as School District 308 and the Oswegoland Park District to receive input on the design schedule of the facility. Finally, once a Master Plan is developed based on input from the community, a public open house will be scheduled to gauge

public reaction to the site design. Village Board check-ins along the way will also be incorporated into the project timeline.

Plan for Summer 2020:

Now that the Village owns the subject property, we have received interest from the Fox Valley Veterans Breakfast Club (FVVBC) and VetFest 141 in activating the area this summer. FVVBC is planning an "Oswego Honors Veterans" week with the Village from May 22 through May 31. Events are planned in conjunction with the presentation of the Mideast Conflicts Wall of Honor at Village Hall. The group would like to hold concerts at the Park N' Ride facility during the week, consistent with the design shown in the attached layout. In addition, VetFest 141, which has held festivals honoring veterans over the past few years in the Prohibition Junction parking lot, is interested in expanding the scale of their event, possibly booking a national act, and moving the event to the Park N' Ride facility this August.

The budget below approximates the normal rental costs of running a single-day event at the Park N' Ride facility. All planned events and details, including alcohol service, will be reviewed through the Village Special Event Permit process.

```
$500-$2,000 – Stage Rental
$1,000-$2,000+ – Fence Rental
$500 – Generator Rental (stage only, not food vendors)
$150 - $500 – Light Tower Rental
$100 – $800 – Portable Restrooms and Sink Rental
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\$2,250 - \$5,800+ Total Per Event Day*

*Note: This list is not exhaustive. Other costs such as amplified sound and stage lights, potable water, garbage and cleanup, insurance, and security staff costs should also be contemplated by event organizers.

At this point, all expenses and event staffing would be the responsibility of the event operator using the facility. However, rather than requiring operators to each rent a generator, the Village could also consider constructing a permanent electric service to the Park N' Ride site. The future Metra station and permanent entertainment venue will both need to bring electric service across Station Drive (service is currently stubbed on the east side of station drive near the Park N' Ride entrance). The cost of running the permanent electric service is estimated at \$14,150, which would benefit users this summer as well as our future permanent venue and the Metra station, saving users ~\$500 per generator rental per day.

RECOMMENDATION:

Provide direction to staff on how to proceed with developing the entertainment venue site.

ATTACHMENTS:

- 1. Draft RFP
- 2. Summer 2020 layout



REQUEST FOR PROPOSALS (RFP)

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

DUE DATE:	

I. INFORMATION

Among the fastest-growing communities in Illinois, Oswego boasts a vision of smart growth and a dedication to maintaining small town feel, all nestled in the verdant Fox River Valley 40 miles southwest of Chicago. Though primarily a residential community, the Village of Oswego is also the retail powerhouse of Kendall County with three major commercial corridors and a rapidly redeveloping downtown TIF district, plus four business parks that are home to light industrial uses and take advantage of nearby transportation networks along I-55, I-88 and I-80. The Village of Oswego has a population of nearly 35,237, a 16% increase since the 2010 Census, and a median household income of more than \$101,000, anchoring Kendall County's reputation as both the fastest-growing and wealthiest county in Illinois.

The Village of Oswego provides a full range of municipal services including public safety (police), street construction and maintenance, water distribution, economic development, planning and zoning, and general administrative services. The Village is regarded as a statewide leader in shared services, collaborating with other taxing bodies and adjacent municipalities to provide high levels of service at lower costs to residents by eliminating duplicative services and realizing cost savings through economies of scale. To that end, the Village often purchases cooperatively with its neighbors, as well as other public taxing bodies including the Oswego Fire Protection District, Oswego 308 School District, Oswego Public Library District, Oswegoland Park District and Oswego Township.

The Village is governed by a Village Board comprising six trustees and a village president. The appointed Village Administrator is responsible for the day-to-day operations. Departments include Administration, Finance, Economic Development, Community Development, Police, and Public Works. Budgeted expenditures are \$32.2 million. Budgeted revenues are \$37 million. Oswego has 110 full-time and 17 part-time employees.

Oswego offers schools ranked among the Top 10% in Illinois, a low crime rate, expansive parks and trails along a recreational river, unique shopping in its downtown, and dozens of events throughout the year for neighbors to gather and grow community.

For more information, visit www.oswegoil.org.

II. OVERVIEW

The Village of Oswego invites the submittal of responses to this Request for Proposals (RFP) from qualified Firm(s) interested in providing architectural and engineering services in connection with the Amphitheater project as herein outlined.

The Village of Oswego has acquired Lot 7 in the Oswego Junction Phase 2 located on Station Drive immediately west of the Park N Ride lot. This property will be developed as a venue for outdoor live performance and music entertainment and events to be enjoyed by the general public. The venue will contain a covered stage amphitheater and may contain a concession stand, restroom facilities, park toys, and other appurtenances.

III. SCOPE OF SERVICES

The Village of Oswego proposes to retain a highly qualified, capable Firm(s) to act as the Architect and Engineer during the planning and execution of the project for a not-to-exceed price based upon a detailed scope of work.

Those Firm(s) who participate in this RFP process are sometimes referred to as "Respondents" and "Architects". The Village will give prime consideration to the Firm with significant, current experience in the development, design, renovation, and construction, of similar buildings and projects. The Village reserves the right to negotiate with one or more parties and is not obligated to enter into any contract with any Respondent on any terms or conditions.

The selected Firm will be required to perform the basic architectural and engineering services to be specified more fully in a contract agreement. The contract agreement will provide for payment for phases of work completed with options to proceed through all phases or to discontinue work as the circumstances may dictate. The Village anticipates a contract that will include the schematic design, production of computer-generated renderings, and cost estimations; however, the Village reserves the right to include additional project elements in the initial or subsequent professional services agreements as the Village may (in its sole discretion) deem appropriate where at that time a cost proposal will be negotiated.

More specifically, the Firm will prepare plans, specifications, and estimates for the following elements:

- Site grading
- Stage with optional dressing room and storage
- Concession stand (pre-packaged goods)
- Restroom facilities
- IT room to support security equipment
- Fire Suppression
- Park toys
- Water service to stage, concession stand, restroom facilities, and drinking fountain(s)
- Sanitary service to concession stand and restroom facilities
- Infrastructure to support stage lighting
- Park lighting
- Electrical service to stage, concession stand, restroom facilities, and park
- ADA accessible parking, ramps, sidewalks, and seating access

The Village has hired Schoppe Associates to develop the site plan for the development. The Firm will work with Schoppe to finalize the site plan and identify phasing opportunities as noted in Section IV.A.1.

The Village has hired H.R. Green to obtain topographic survey of the site. The survey will indicate property boundaries, easements, and underground utilities.

Acoustical Engineering – The Village has hired Threshold Acoustics to perform acoustical analysis of the site and proposed amphitheater. The Firm will work with Threshold Acoustics to

design a venue that minimizes impacts to adjacent properties. A geotechnical engineer may need to be hired by the Firm for foundation design.

The Village will not use the standard AIA contract documents to secure the professional services herein described. The Firm will be responsible for all basic engineering disciplines such as mechanical, electrical, plumbing, fire protection, civil and structural engineering as appropriate for the Scope of Work negotiated. Landscape architecture will be under a separate contract. The Firm may identify and select appropriate sub-consultants; however, the Village reserves the right to approve proposed sub-consultants that will be associated with the Project.

IV. REQUIREMENTS

A) Contract Requirements

The Firm is expected to fulfill the following contract requirements:

1) Program Development:

- The Firm will work with the Village, Schoppe Design Associates, traffic engineer, and others to develop a Master Plan development based upon the initial concept plan. Schoppe will be responsible for preparing the ultimate Master Plan. The Firm is expected to attend the following meetings: Community Input –Meet with public and targeted user groups to review concept plan estimate 3 meetings
- Prioritization Exercise Meet with Village staff and Board to categorize priorities estimate 2 meetings (pre-meeting with Staff, public meeting with Village Board)
- Open House Review pre-final plan in a public meeting estimate 1 meeting
- Board Presentations Present final master plan to the Planning and Zoning Commission and the Village Board – estimate 2 meetings

2) Traffic Engineering/Transportation Management

- The engineer shall perform a traffic study for the proposed improvements including the following tasks:
 - ♦ Determine parking requirements to support the proposed design.
 - ♦ Identify parking options to support the parking demand, including off-site locations as identified by the Village. Some coordination with Metra may be required with the use of the parking lot.
 - ♦ Identify traffic impacts and mitigation options for the intersections of Mill Road and Station Drive and Mill Road and Orchard Road.
- Working with the Oswego Police Department, the engineer shall develop a general transportation management plan for large concerts held at the venue. This plan will be a template for more detailed plans developed for specific events.

3) Schematic Design:

- CAD files of the site plan and boundary will be provided.
- Complete code study.
- Review existing work, reports and studies completed to date.

- Evaluate primary building materials and develop options to stay within the project budget.
- Prepare a schematic design for the Project.
- Evaluate different building systems relative to long-term operational costs and life cycle costs such as LED lighting, and heating and cooling systems,
- Coordinate with the Village staff, elected officials, and other consultants.
- Participate in public input including Village Board update(s)
- Complete Schematic Design Documents for review and approval that meets the intended design, schedule and budget.

4) Design Development:

- Based on reviewed and approved Schematic Design, prepare detail design documents (drawings and other documents) that include:
 - ♦ Plans, sections, elevations, typical construction details including mechanical, plumbing, electrical services, and life safety plan
 - ♦ Stormwater management plans
 - ♦ Erosion and sediment control plans and specifications
 - ♦ Diagrams or layouts of building systems along with efficiency calculations
 - ♦ Establishment of the architectural, structural, mechanical and electrical systems
 - ♦ Site and utility plans
 - ♦ Specifications that outline types and quality of materials and systems types
 - ♦ Review and confirm that the current ADA rules and code requirements are incorporated into the new building and site plans
- Meet with the Staff, Consultants, and Committees to review preliminary and final design estimate 2 meetings (1 with staff, 1 with committees)
- Work with the Village Administrator to provide an evaluation of utilizing comprehensive bid packages based on the project schedule, budget, and available resources.
- Assist in public input including Village Board update estimate 1 meeting
- Complete Design Development Documents for review and approval that meets the intent of the design, schedule and budget

5) Construction Documents and Permits:

- Based on the Village's review and approval of the Final Design by the Village Board, the Firm prepare construction documents consisting of Drawings and Specifications to be used for public bidding. The bidding documents shall be coordinated with and include work from other consultants hired by the Village. To achieve the project goals, multiple "bid packages" may be utilized with different project schedules.
- Submit for and obtain permits as required for construction

6) Public Bidding

- Following the approval of the Construction Documents, the Firm shall assist the Village's Purchasing Manager in the following:
 - ♦ Construction Schedule;
 - ♦ Develop Contractor and Supplier Interest;

- ♦ Establish Bidding Procedures;
- ♦ Distribute Bid Documents;
- ♦ Conduct Pre-Bid Conferences:
- ♦ Evaluate Bids; and
- ♦ Prepare Construction Contracts.

7) Construction Phase:

- Meetings/Pre-Construction Conferences The Firm will organize and conduct all meetings with contractors, consultants, and the Village. The meetings shall include a review of project management, project schedule, and project procedures.
- Process Construction Documents The Firm, in consultation with the Village Administrator, will establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the contractors (e.g. including contracts, specifications, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.). In addition, the Village Administrator will coordinate the processing and approval of all submittals with the Firm. The Firm will establish and maintain a submittal log to ensure contractor compliance with the contract documents.
- Project Coordination The Firm will assist the Village in providing administration, management and related services necessary to coordinate the construction activities of the contractors with each other and with those of the Village.
- Process Change Orders and Request for Information The Firm will assist the Village
 in resolving conflicts, responding to requests for information, preparing and reviewing
 requests for information and change orders.
- Monitor Construction Progress The Firm will observe construction progress and report deviations from the schedule that might delay Project completion. The Firm will with consult with contractors to develop and implement corrective actions necessary to meet the project schedule.
- Control Construction Quality The Firm will monitor and inspect all work in progress to ensure the quality of the work and compliance with the contract documents. The Firm will coordinate with the Village to document and report all deficiencies and make recommendations for corrective actions, includes but not limited to review, respond and document RFI's, ASI's, submittals, and approved changes.
- Process Change Orders The Firm, will develop and implement a system for review and processing of change orders.
- Process Applications for Payment The Village, in accordance with the Firm, will
 develop and implement a procedure for the review and processing of contractor
 payment applications.
- Project Meetings The Firm will participate in meetings and, in consultation with the Village and applicable parties, conduct meetings as necessary at the job site to discuss job progress, problem resolution, and decision making. The Firm will prepare and distribute accurate meeting minutes in a timely manner.
- Coordinate Inspections and Testing The Firm, in consultation with the Village, will coordinate the selection of independent inspection and testing agencies, review inspection and testing reports, and make recommendations regarding the results of inspections and testing activities.

• Quality Control - The Firm shall keep the Village reasonably informed about the progress and quality of the portion of the work completed and report to the Village (1) any known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) any defects and deficiencies observed in the work.

8) Close – Out Phase:

- Develop Close-Out Program
- The Firm will develop a detailed program of close-out activities in compliance with the contract documents. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, occupancy, and training of mechanical systems.
- Verify Substantial and Final Inspections
- The Firm will verify substantial completion and final inspections. The Firm will assist the Village in the preparation of a list of deficiencies (punch list) and will coordinate all correction action by contractors.
- Prepare record drawings of all site improvements.
- Coordinate Construction Close-Out The Firm will assist the Village to coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders and recommendations for payment of retainage.
- Certificates The Firm, upon completion of the Project, will be responsible for certifying that, to the best of his professional knowledge, the building conforms to the approved plans, specifications and shop drawings.

9) Subconsultants

The Firm shall be responsible for Contract performance when subconsultants are used. However, when subconsultants are used, they must abide by all terms and conditions of the Contract. If subconsultants are to be used, the Contractor must notify the Village prior to subconsultant work. Firm must clearly explain their participation. The Village must approve of all subconsultants prior to subconsultant work.

V. PROPOSAL REQUIREMENTS

- 1. Provide a cover letter containing an executive summary of the proposed services. The cover letter should be no more than three pages and should include, but not be limited to:
 - a. Firm's name, address, telephone number, fax number, e-mail address, and principal contact.
- 2. Experience of the Firm and its employee(s) completing the work. The Village prefers Firms with municipal experience.
- 3. Firm's proposed plan to meet the Village's desired outcomes as stated in the above section.
- 4. List of all subconsultants and a description of the work to be performed.
- 5. Three references: At least two of whom are municipal entities that the Firm has completed similar work in the past five years.
- 6. In a separate sealed envelope, provide a cost proposal to provide such services.

VI. PROPOSAL SUBMISSION

Proposals are requested from qualified Firms	to furnish professional services pertinent to the
project's scope outlined above. Please mail or	drop-off your sealed proposal and sealed cos
proposal to, Carri Parker, Purchasing Manager,	Village of Oswego, 100 Parkers Mill, Oswego
Illinois 60543, no later than on	

Following the review of the Proposals by the Village, Firms may be contacted for additional information or to participate in an interview process.

VII. GENERAL EVALUATION CRITERIA

This Request for Proposal is only a solicitation for information. The Village is not obligated to enter into a contract nor is it responsible for any costs associated with the preparation of proposals and interviews. Proposals received after the deadline will be disqualified from consideration. The Village reserves the right to reject any and all proposals and to interview Firms, which in the Village's judgment, will best meet the Village needs. Proposals will be evaluated based on but not limited to the following general criteria:

- Experience in dealing with moderate and complex governmental projects.
- A demonstrated understanding of the requirements of this project
- Project approach and schedule
- Qualifications and expertise of the Firm and key personnel assigned to the project and their proven ability to efficiently complete similar projects
- Comments and opinions of references
- The Firm possesses resources required to complete the project
- Clarity, conscientiousness, and organization of the proposal
- Cost of Services

Interviews are a component of the evaluation process and will be scheduled following the evaluation of proposals. Formal presentations are encouraged but not required. The Village will negotiate the terms of compensation for the agreed scope of professional services associated with this request for proposal. Should you have any questions, please contact Purchasing Manager Carri Parker at cparker@oswegoil.org. All inquiries must be received a minimum of 72 hours prior to the submittal deadline.

VIII. RIGHTS OF REVIEW

The Village of Oswego reserves the right to reject any or all quotes or to request additional information from any or all applicants as determined to be in the best interest of the Village.

IX. CONTRACT EXECUTION

The Firm chosen will be required to enter into a contract with the Village of Oswego for the proposed work prior to the commencement of any work. The Firm chosen will also be required to

provide a certificate of insurance demonstrating compliance with the minimum insurance requirements.

The Village reserves the right to negotiate the final terms and conditions of the contract to be executed. If the Village and Firm are unable to agree upon the contract, the Village reserves the right to discontinue negotiations, select another Firm or reject proposals. Upon completion of negotiations agreeable to the Village and the Firm, a contract shall be executed.

X. CONTRACT AWARD

Upon successful responses and reference verification, a recommendation by the Village staff to
the Village Board will be made to authorize the award of the contract to the selected Firm.
Village staff will be proposing their selection at the board meeting. Upon the
approval of the contract, the selected Firm will be able to begin work immediately.

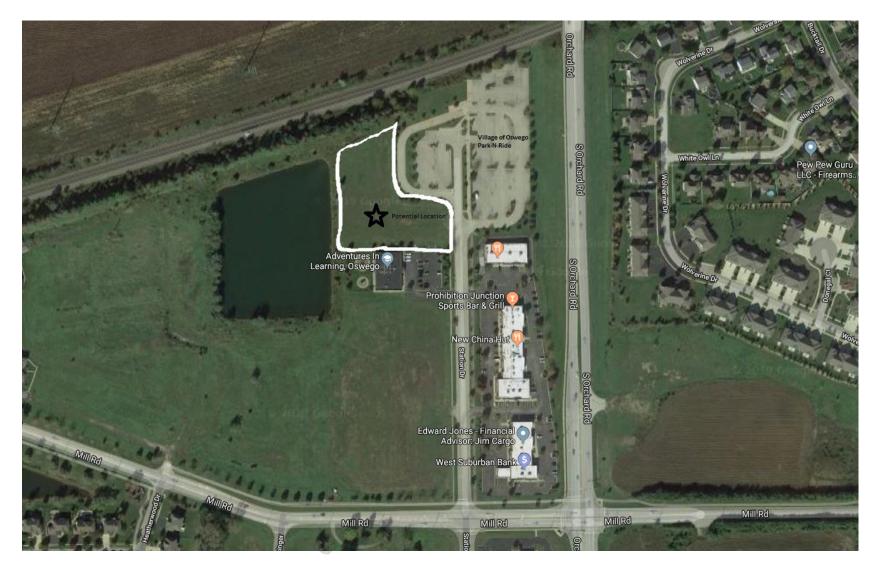
XI. SCHEDULE

Selection Process Steps	Estimated Date(s)
Released to the Public	
Final Date to Submit Questions	
Addendum Posted (if any)	
Proposal Submission Deadline	
Shortlist Selection Date	
Interviews and Contract Discussions	
Village Board Contract Approval	
Final Drawings Due	
Construction Start Date	
Construction Completion Date	May 10, 2021

XII. APPENDIX

• Exhibit A – Property Aerial Photo

EXHIBIT A – PROPERTY AERIAL PHOTO



OSWEGO ENTERTAINMENT VENUE

Oswego, Illinois

