



REQUEST FOR PROPOSALS

Development Fee Study

April 25, 2014

Request for Proposals
Study of Oswego Area Development Fees
April 25, 2014

The Village of Oswego, Illinois has issued this Request for Proposals for the purpose of selecting a qualified firm to review, assess and provide recommendations regarding the level and structure of existing development related fees. This study will also require an assessment of future capital-related financial impacts resulting from anticipated community growth.

A scope of services is included.

Proposals must be submitted no later than 5 p.m. on Friday, May 30, 2014. Firms must submit ten (10) completed hard copies and one digital copy in a sealed envelope clearly marked "Proposals for Development Fee Study." Proposals shall be mailed or hand delivered to:

Tina Touchette
Village Clerk
Village of Oswego
100 Parkers Mill
Oswego IL 60543

Re: Proposal for Development Fee Study

Proposals submitted must include all information and documents as requested in this request for proposals. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. The Village reserves the right to reject any or all proposals and to waive any informality. Proposal packets are available online at www.oswegoil.org or at the Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

Questions or clarifications on the proposal documents need to be submitted to the Village via email by Tuesday, May 20, 2014 at 5 p.m. Any addendums that may be issued as part of the request for proposals are to be initialed by the proper person and submitted as part of the delivery of the proposal package. Questions shall be addressed to:

Steve Jones
Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, IL 60543
sjones@oswegoil.org

SPECIFICATIONS

I. Conditions

1. The firm is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the firm from performance of the duties and obligations imposed under the term of this contract.
2. The firm further understands and agrees that if this proposal is accepted, they are to furnish and provide all labor, materials, tools and equipment necessary as specified in this agreement.
3. The firm will not be reimbursed by the Village for any costs involved in the preparation and submission of the proposal or in the preparation for and attendance at subsequent interviews.
4. The Village of Oswego is exempt from State and Federal taxes. Proposals shall not include any taxes or fees.
5. Prospective firms shall not contact any Village employee, official or board member on matters relating to this request for proposals, except as indicated herein.
6. Proposals shall be considered firm and valid for at least 60 days following submittal deadline.

II. Background

Oswego is located 50 miles southwest of Chicago, well situated at the southern end of the Fox River Valley in Kendall County, Illinois. The community is striving to keep its small town character during a period of significant growth. The Village is a home-rule municipality.

As in most growing communities, Oswego has imposed land-cash fees, impact fees, water connection fees and several other exactions upon developers to finance the capital costs associated with growth. Such fees are required for all subdivisions resulting in residential land use. The Village collects fees on behalf of the following governmental entities: *Oswego School District 308, Oswegoland Park District, Oswego Public Library District, Oswego Fire Protection District, Kendall County and Village of Oswego.*

From 1990-2010, the Village experienced unprecedented residential growth that affected all taxing bodies. The Census Bureau has identified the following population results for the Village:

1990 – 3,876
2000 – 12,726
2010 – 30,355
2013 – 31,672 (estimated)

Although the national recession significantly affected residential construction within the Village, growth has nonetheless continued, albeit at a more moderate pace. An exhibit identifying annual housing permits between 1990 – 2013 has been attached.

Based upon developer interest and inquiries, it is anticipated that residential growth will be entering new a period of acceleration. Oswego will remain a desirable destination due to housing value, small town charm, strong educational system, nearby employment within the I-88 and I-355 corridors, and local shopping amenities.

Municipal boundary agreements are in effect with Aurora, Montgomery, Yorkville, Plainfield and Joliet. The ultimate land area of Oswego is identified in the comprehensive plan map referenced as a resource document. The Oswego growth plan (2006) projected an ultimate population of 106,000. A revised comprehensive land use plan is currently underway and may result in decreased projections for the ultimate population. However, future growth will remain a significant factor in planning for sustainable governmental services, facilities and infrastructure.

The motivation to undertake this study rests with several competing concerns. First, the perspective from the builders and development community is that the current fees are excessive and out of step with the regional housing market. Secondly, the perspectives of the taxing bodies reflect a desire that new developments equitably fund the capital requirements associated with growth.

III. Resource Documents

The following attachments and resources have been included to assist the consultant in becoming familiar with the existing conditions and overall project:

Exhibit A – Building Permit History
Exhibit B – Overview of Development Fees Collected
Exhibit C – Sample-Consulting Agreement

Village website – <http://www.oswegoil.org/>

2006 Comprehensive Plan Map
<http://www.oswegoil.org/pdf/plan-map.pdf>

2006 Comprehensive Land Use Plan
<http://www.oswegoil.org/pdf/plan-comprehensive.pdf>

IV. Project Goal.

Review, assess and provide recommendations regarding the level and structure of existing development-related fees, within the context of financial impacts anticipated to result from future capital needs.

V. Scope of Services

This is a complex assignment that involves data collection and analysis pertaining to six individual taxing bodies, with differing geographical borders. The project requires knowledge and expertise in finance, real estate and capital planning.

The following tasks have been very broadly identified by the Village to convey our assumptions as to how a consultant would approach the project. Due to the unique nature of this assignment, we are seeking the expertise of the consultant to provide a more refined task list in order to achieve the goals stated.

- ✓ Analyze projected growth estimates (within the borders of each governmental entity) to determine future populations to be served.
- ✓ Analyze and determine growth-related capital needs that have been identified by each entity. This would include capital expenses already incurred to accommodate future growth, as well as future expenses yet to be made to accommodate growth. If needs are unknown, apply state/national/local standards to project capital needs.
- ✓ Determine estimated development revenues required to meet the capital needs of each entity. Determine the revenues yet to be received from existing developments under the terms of annexation agreements, as well as those future revenues associated with projected growth. Determine how much of this cost will be attributable to growth (versus existing population), within the planning boundary of the Village of Oswego (versus other communities served).
- ✓ Develop recommendations pertaining to any fee adjustments or fee structure revisions.
- ✓ Provide an analysis of how the fee recommendations compare with other communities within the region that may be considered Oswego competitors for new housing.
- ✓ In anticipation of future cash in lieu of land contributions from developers, determine the present fair market value of one acre of improved land within the Village of Oswego.

- ✓ Provide an economic insight regarding general housing market pricing regarding the cost of land, labor, utilities, materials, fees and profit, to provide an overview of the market forces at work, and educate us as to how these dynamics to the level of fees being recommended.

The Village will serve as lead agency on the project and work with the various taxing bodies to coordinate the efforts of the consulting team and staff professionals.

VI. Project Deliverables

1. A comprehensive report shall be provided to outline the data collection, assumptions, scenarios, process, documents and recommendations generated by the study. Twenty-five printed copies, and a digital version of the report shall be provided. It should be assumed a draft report and final report would be generated by this assignment.
2. A public presentation of the draft study shall be made in a joint meeting of all applicable taxing bodies.
3. A digital modeling tool shall be provided to the Village that can be used to analyze development impacts and fee requirements for each taxing body in future years. Such tool may be an excel spreadsheet or other easily utilized application to address changing conditions or assumptions as they may occur after completion of the study.

VII. Proposal Format

Proposals should provide a straightforward, concise description of the capabilities to satisfy the requirements of this request. Emphasis should be placed on clarity of content and thoroughness. All proposal responses must be in the following format:

- A. *Cover Letter*: Including official name of the proposing firm (and/or third party vendors), the address, phone number and e-mail of the firm, as well as the name(s) of the principal contact person. The cover letter must be signed by a person(s) authorized to bind the proposing firm.
- B. *Table of Contents*: Include an index listing all contents and any included attachments.
- C. *Firm Background*: This section should include a brief description of the firm as well as experience and qualifications of the person(s) who will be performing the services. Indicate whether the firm is an independent entity or part of a larger

corporation. This section should include a general overview of the firm's services as well as the extent to which the firm has experience in completing compensation studies within the past five years.

- D. *Proposed Work Plan*. This section should contain an outline of the steps and specific tasks the firm proposes to meet the scope of services and a timeline for each step, including completion. The work plan should indicate time frame for project completion.
- E. *References*: Provide at least three client references for similar assignments undertaken within the past five years. Provide a contact person, telephone number, e-mail address and mailing address, as well as a brief description of the services provided.
- F. *Work Sample*. Please provide a sample work product of a similar assignment undertaken for a client (one copy is sufficient).
- G. *Cost Proposal*. The Village anticipates a lump sum contract with a not-to-exceed figure to accomplish the study. Provide a complete breakdown on all costs related to the content of the proposal required to accomplish the scope of work, including estimated hours for each component of the proposal. Also include an hourly rate for additional work that may be requested but is not included in the proposal.
- H. Attachments:
 - a. Completed and signed Appendix A: Certifications and Assurances
 - b. Completed and signed Appendix B: Non-collusion certificate

VIII. Proposal Evaluation

The Village will award the contract based on the proposal deemed in the best interest of the Village. Firms may be asked to provide additional information and/or interview with elected officials and/or Village staff. The following evaluation criteria, not listed in order of significance, will be used:

- ✓ General approach and plans to meet the requirements of the RFP as well as overall ability to successfully complete the project within the stated schedule.
- ✓ Qualifications and experience of personnel.
- ✓ Consultant's past performance on projects of a similar nature.
- ✓ Total cost.

IX. Contract

The Village reserves the right to make an award without further discussion of the proposal submitted or to not make any award. The proposal should be submitted initially on the most favorable terms which the firm can propose. The firm shall enter into a written contract, which shall be submitted to the Corporate Authorities of the Village for approval. Final acceptance of the proposal shall only be complete under Corporate Authorities acceptance of a contract executed by the firm.

Consultant should be prepared to accept a Professional Services Agreement resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter without obligation to the Village. Firms should carefully review the attached sample agreement to determine the stated requirements and terms.

APPENDIX A
CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached proposal is a firm offer for a period of 90 days following receipt, and it may be accepted by the Village without further negotiation at any time within the 90-day period.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the Village whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
3. I understand that the Village will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the Village, and I/we claim no proprietary right to the ideas, writings, items, or samples.
4. I/we warrant that, in connection with this procurement:
 - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
 - c. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Consultant _____

Signature _____ Date _____

Title _____

APPENDIX B
NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

(Printed Name of Contractor)

Address

City State Zip Code

Signature of Authorized Representative

Title

Date

**EXHIBIT C
DRAFT PROFESSIONAL SERVICES AGREEMENT**

I. PARTIES

1. Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

2. _____
(the "Consultant")

Type of Entity

Name _____

Tax Identification No. _____

Address _____

Signature _____

Title _____

II. TERM:

The term of this Agreement shall be from approval of the contract by the Village Board until not later than December 31, 2014, unless sooner terminated pursuant to the provisions of this Agreement.

III. PAYMENT

The Village of Oswego shall pay Consultant for services rendered in accordance with the Local Government Prompt Payment Act.

IV. CONTRACT PROPOSAL; SCOPE OF SERVICES

Attached are the Proposal documents which have been completed, signed and executed, and which shall serve as addendums to this Professional Services Agreement, each of which are expressly incorporated as though fully set forth herein. The Consultant represents and warrants that it/he/she has the skills and knowledge necessary to conduct the services provided for in the Proposal, as attached, and understands that the Village Board is relying on such representation. Consultant further understands and agrees the Proposal is an integral part of this Professional Services Agreement and that it may not be modified or altered except in a manner provided by this Professional Services Agreement.

V. LICENSES, PERMITS AND SUBSTITUTION OF PERSONNEL

Consultant agrees and warrants that it/he/she has procured all licenses, permits or like permission required by law to conduct or engage in the services provided for in this Professional Services Agreement; that it/he/she will procure all additional licenses, permits or like permission hereafter required by law during the term of this Professional Services Agreement; and that it/he/she will keep same in full force and effect during the term of this Professional Services Agreement. Consultant will file with the Village a current copy of each applicable license, permit or like permission then in effect. Upon the expiration of each permit or license, the Consultant shall seasonably file copies of the renewal or replacement permit or license.

It is the responsibility of the Consultant to notify the Village of Oswego, and receive its permission, prior to providing any personnel or replacement personnel. Notification and consent is required for any additional Consultant personnel or replacement personnel involved in Village of Oswego work.

VI. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the relationship of Consultant to the Village of Oswego arising out of this Professional Services Agreement shall be that of independent contractor. It is understood that Consultant or its/his/her staff and employees are not employees of the Village of Oswego and, therefore, are not entitled to any benefits provided employees of the Village of Oswego. It is further understood by the Consultant that it/he/she or its/his/her staff will not be covered under provisions of the workers' compensation insurance of the Village of Oswego and that any injury or property damage on the job will be the Consultant's sole responsibility and not that of the Village of Oswego. Also, it is understood that the Consultant or its/his/her staff is not protected as an employee or as a person acting as an employee under the provisions of the public liability insurance of the Village of Oswego and, therefore, will be solely responsible for its/their own actions. The hiring of additional personnel shall be the responsibility of the Consultant, subject to the conditions described in Section V. The Consultant agrees that no additional personnel will be so hired unless workers' compensation insurance is purchased to cover said personnel and evidence of such workers' compensation coverage is given to the Village of Oswego before said personnel is used by Consultant. It is further agreed that the Consultant will not be covered under Social Security, federal income withholding or state income tax but that the Village of Oswego will meet its legal obligations to report payments made to the Consultant on a Form 1099 and will comply with all Federal, State and local rules and regulations. The Consultant warrants to comply with any federal, state or local laws, regulations, court orders or rules related to non-discrimination in employment.

VII. LIABILITY INSURANCE AND INDEMNIFICATION

The Village of Oswego assumes no liability for actions of the Consultant, Consultant's directors, officers, owners, employees, agents or any other person acting on or purporting to act on behalf of Consultant (the "Consultant Group") under this Professional Services Agreement. Consultant agrees fully to indemnify and hold harmless the Village of Oswego against any and all liability, loss, damage, cost or expenses, including attorneys' fees, which the Village of Oswego may sustain, incur or be required to pay as a result of any and all wrongful or negligent acts of the Consultant Group in the performance of its/his/her services and obligations under this Professional Services Agreement. The foregoing indemnity shall also apply to, but not be

limited to, any failure of the Consultant to obtain permission from the Village prior to any personnel or replacement personnel providing services under this Professional Services Agreement.

The Consultant shall maintain workers' compensation insurance on its own behalf and shall fully indemnify and hold harmless the Village of Oswego against any and all liability, loss, damage, cost or expense which the Village of Oswego may sustain, incur or be required to pay as a result of any and all accidental injuries suffered by the Consultant Group.

It is understood and agreed to by the parties that the Consultant must be required to maintain Commercial General Liability insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and Automobile Liability coverage with limits of not less than \$500,000 per occurrence and \$1,000,000 aggregate. A Certificate of Liability Insurance naming elected and appointed officials, employees and agents of Village of Oswego as additional insureds shall be attached to this Professional Services Agreement.

VIII. TERMINATION

This Professional Services Agreement may be terminated immediately by, or at the direction of, the Village Board, in the Village Board's sole discretion; and in such an event, Village Board shall cause immediate written notice of such termination to be given to Consultant. In every such event in which the Village Board shall terminate the services of Consultant, Consultant is obligated and agrees to refund to the Village of Oswego all moneys paid to it by the Village of Oswego for services not rendered by said Consultant through the date on which Consultant shall receive notice of termination or the effective date thereof. Further, in the event of such termination, the Consultant shall immediately deliver or return to the Village of Oswego all work product produced by or for the Village of Oswego under this Professional Services Agreement.

IX. NOTICE

Any notices which are required to be given or which may be given under this Professional Services Agreement shall be sent to the parties at the addresses shown in the "Parties" Section of this Professional Services Agreement. Service may be given by any means capable of producing a written confirmation of receipt, excluding e-mail.

X. NON-ASSIGNABILITY

Consultant understands that this Professional Services Agreement is an agreement for the personal services of Consultant or its/his/her employees and that it is made by the Village of Oswego in reliance on Consultant's or its/his/her employees' personnel skill and knowledge in the activity to be conducted, and as represented by Consultant. Accordingly, this Professional Services Agreement is non-assignable by Consultant.

XI. REGULATIONS

A. Compliance. The Consultant warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement including without limitation Workers' Compensation Laws,

minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

B. Evidence of Compliance. Whenever required, the Consultant or subcontractor shall furnish the Client with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

C. Non-discrimination. Consultant shall comply with all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.

At all times Consultant shall remain in compliance with the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

D. Drug-Free Workplace: Consultant shall comply with all terms of the Drug Free Workplace Act (30 ILCS 580).

E. Certification. Consultant understands, represents and warrants to the Village that the Consultant is in compliance with all requirements provided by the Acts set forth in this Section XI and that it will remain in compliance for the entirety of the Agreement. A violation of any of the Acts set forth in this Section is cause for the immediate cancellation of the Agreement. However, any forbearance or delay by the Village in canceling this Agreement shall not be considered as, and does not constitute, Village's consent to such violation and a waiver of any rights the Village may have, including without limitation, cancellation of this Agreement.

XII. MISCELLANEOUS

A. This Professional Services Agreement, which includes the Proposal referred to under Section IV, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties in connection therewith. No modification of this Professional Services Agreement shall be effective unless made in writing, signed by both parties hereto and dated after the date hereof.

B. This Professional Services Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising hereunder shall be the Circuit Court of the Twenty Third Judicial Circuit, Kendall County, Illinois.

C. Each of the parties acknowledges the receipt of good and valuable consideration for its/his/her respective agreements contained in this Professional Services Agreement.

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

IN WITNESS WHEREOF, the undersigned parties have hereunto executed or caused to be executed this Professional Services Agreement as of the ____day of _____, 2014.

VILLAGE OF OSWEGO

By: _____
Brian LeClercq, Village President

ATTEST:

Tina Touchette, Village Clerk

CONSULTANT

By: _____
Signature

Title

Firm or Name of Individual