

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
AUGUST 12, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Professional Services Agreement – Consultant for Comprehensive Plan and Total Community Development 3	Resolution Ordinance ✓ Motion Discussion Only	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

A motion is requested authorizing the Village Manager to execute a professional services agreement with Houseal Lavigne Associates of Naperville, Illinois, for consultant services for the creation of a “Comprehensive Plan” for the Village of Downers Grove and to facilitate a portion of the Total Community Development (TCD) 3 process, in an amount not-to-exceed \$177,900.00 including expenses.

STRATEGIC PLAN ALIGNMENT

The 2007-2012 goals identify *Preservation of our Residential and Neighborhood Character*. The 2007-2008 Policy Agenda identified *Comprehensive Plan: Development* as a Top Priority.

FISCAL IMPACT

The General Fund will provide for all costs associated with the contract through completion, based on a not-to-exceed amount of \$177,900. Within the current fiscal year, \$67,000 has been budgeted. The General Fund budgets for FY09 and FY10 will reflect the expenses for all work not completed in the current fiscal year.

RECOMMENDATION

Approval on the August 19, 2008 consent agenda.

BACKGROUND

As part of the strategic planning process in 2007, the Village Council identified development of an updated Comprehensive Plan as a Top Priority for 2007-2008. During the FY08 budget process, the Village Council including funding for Total Community Development 3. TCD 3 will build on the community’s history of citizen outreach and input, as well as provide essential public guidance for the comprehensive planning process. A comprehensive plan will help maintain Downers Grove’s character and provide direction for future redevelopment. In March 2008, staff published a request for proposals for consulting services for a comprehensive plan and TCD 3 facilitation. The RFP requested a fee proposal for comprehensive planning services. The scope and fee for TCD 3 were negotiated after the Village Council provided input and direction. Both scopes are attached with the professional services agreement. The scope of TCD 3 is consistent with the scope that was presented to the Village Council at the July 8, 2008 workshop. Through a competitive process, staff received seven proposals and interviewed two firms.

Staff selected Houseal Lavigne & Associates due to their responsiveness to the request, experience with Downers Grove and other municipalities in the area, and ability to complete the project. A complete copy of the Houseal Lavigne & Associates proposal is on file in the Village Manager’s Office.

The Village Council has received presentations on TCD 3 and the comprehensive plan over the course of three previous Council Workshops. In addition, these efforts were prioritized in the most recent strategic planning meetings sessions in July 2008. Based on input from these discussions, staff negotiated a scope for both tasks that reflects the concerns and interests of the Village Council.

The State of Illinois previously adopted changes to the state law that identifies the difference between taking competitive bids for the purchase of equipment or the process by which a government entity may take proposals for specific professional services. Under this law, the Village takes “bids” when purchasing but it may not take “bids” for professional services. The Village may take proposals that evaluate the professional capabilities of a professional services provider. However, if the Village has a “satisfactory relationship for services with one or more firms,” it is not required to take proposals. In considering proposals for professional services, the Village may consider the ability of professional personnel, past record and experience, performance data on file, willingness to meet time and budget requirements, location, workload of the firm and such other factors as the Village may determine in writing as applicable. Following a determination that the professional service provider meets the requirements of the Village, a price for services can be negotiated under state law.

ATTACHMENTS

Resolution

Contract for Professional Services

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND HOUSEAL LAVIGNE ASSOCIATES, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Houseal Lavigne Associates, LLC (the "Consultant"), for professional services in connection with drafting the Village's Comprehensive Plan and as lead consultant for the Total Community Development III Project, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

AGREEMENT

This Agreement is made this _____ day of _____, 2008 by and between Houseal Lavigne Associates, LLC. ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant for the drafting of the Village's Comprehensive Plan and as a consultant to lead the Village through its Total Community Development III Project; and

WHEREAS, the Consultant is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Proposal incorporated herein by reference as Exhibit A.

II. Term of Agreement

- A. The term of this Agreement will be until the completion of the services as provided in Exhibit A or until its termination pursuant to Section IV (F).

III. Compensation

A. Basic Fees:

The total contract amount shall not exceed \$177,900 (*INCLUDING DIRECT EXPENSES FOR TCD3 AND COMPREHENSIVE PLAN*). Any additional work performed that would increase the contract amount beyond this amount must be approved in writing by the Village of Downers Grove prior to commencement.

B. Consultant Invoices:

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, the original contract amount, the currently approved contract amount, amounts billed to date, amounts received to date, and the contract amount remaining to date.

C. Prompt Payment Act:

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. General Terms and Conditions

A. Relationship Between the Consultant and the Village

The relationship between the Village and the Consultant 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.

B. Equal Employment Opportunity

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when

necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Consultant, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Consultant, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Consultant's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant's policy of maintaining a drug

- free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
 6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
 7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

V. Insurance and Indemnification of the Village

- A. The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance as will protect the Consultant from claims, at a minimum set forth below which may arise out of or result from the Consultant's operations under this agreement and for which the Consultant may legally liable:
 1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees;
 4. Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to

- employment of such person by the Consultant, or (2) by another person;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 7. Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.

- B.** The Consultant shall demonstrate having such insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- C.** As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village. In addition, the Consultant shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultant to the Consultant under the Consultant's agreement with the Village.

D. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

E. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

F. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

G. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

H. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

I. Indemnification

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultants under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

J. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

K. Assignment

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

The Consultant will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub consultants.

L. Campaign Disclosure Certificate

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit B.

M. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

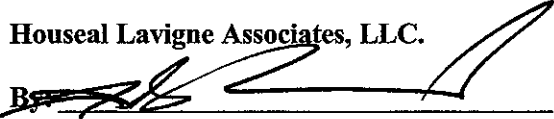
**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

**Houseal Lavigne Associates, LLC.
114 E. Van Buren Avenue
Naperville, Illinois 60540**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Houseal Lavigne Associates, LLC.

Village of Downers Grove

By:  _____

By: _____

Title: PRINCIPAL

Title: Village Manager

Date: 4 AUG 08

Date: _____

EXHIBIT A

Project:

Downers Grove TCD3 & Comprehensive Plan

Client:

Village of Downers Grove, Illinois

Consultant:

Houseal Lavigne Associates, LLC.
114 E. Van Buren Avenue
Naperville, Illinois 60540

Lead Contact/Authorized Agent:

John A. Houseal, AICP, Principal
630-305-0036
jhouseal@hlplanning.com

Total Fee:

"Not to Exceed Amount" of \$177,900 (including direct expenses for TCD3 and Comprehensive Plan).

TCD3 Budget & Timeline:

Target Completion date is seven (7) months from the date of signed contract (Exact project timing for each step will depend on the sequencing of several factors such as CPAC and Village Council meeting dates, public notice of meeting and workshops, and timely response to interim study materials submitted by the Consultant).

Comprehensive Plan Budget & Timeline:

Target Completion date is eighteen (18) months from the date of signed contract (Exact project timing for each step will depend on the sequencing of several factors such as CPAC and Village Board meeting dates, public notice of meeting and workshops, and timely response to interim study materials submitted by the Consultant).

TCD3 - SCOPE OF SERVICES

Our proposed TCD3 process focuses on extensive community outreach. Although portions of the TCD3 process will be facilitated by the Consultant, in close coordination with Village staff and the TCD3 Oversight Committee, the process supports and encourages citizens groups to form and manage their own issues development process independent of the more structured approach outlined in the TCD3 Scope of Work. However, it is important that the information eventually flows back to the Village. Outreach activities specifically required and targeted to the Comprehensive Plan will be facilitated by the Consultant.

Step 1: TCD3 Project Initiation

The Oversight Committee will meet prior to any community outreach activities to develop a more specific schedule, review the roles and responsibilities of process participants, and establish a series of objectives by which to measure the success of the process. Regular and as needed meetings with this group will be conducted throughout the TCD3 process to ensure effective communication and open dialogue.

Step 2: TCD3 Interactive Project Website & On-Line Community Tools

2a: Interactive TCD3 Project Website

A Project Web Site that can be linked to the home page of participating units of government will be created in order to maximize the participation and communication with residents and provide one source for information related this process. Information posted to the website will include special articles and updates, meeting summaries, draft documents, upcoming activities, etc.

2b: On-Line Community Surveys (resident survey and business survey)

An on-line resident survey will be conducted to solicit community-wide opinion on a range of topics and issues, and an on-line business survey will provide for information on those issues and concerns most important to the Downers Grove business community.

2c: On-Line Community Issues Mapping

The interactive TCD3 website will provide an on-line Community Issues Mapping Tool. This unique on-line tool allows residents to identify, map, and comment on areas of concern and valued community assets. It simplifies the mapping process and familiarizes residents with all areas of the community in a fun, interactive, and effective manner. Input from residents allows for the creation of composite mapping of community issues to assist with the identification and establishment of community goals and objectives.

2d: On-Line Community Comments & Questions Board

This is a place for residents to post comments and ask questions regarding the TCD3 process. When checked on a regular basis, inquiries can be responded to by Village staff.

Step 3: Community Outreach

3a: Community Workshop

This community workshop is the first face-to-face community outreach event of the TCD3 process. The primary purpose is to provide an overview of the process, outline participation opportunities, and allow attendees to discuss problems, issues and potentials within the community.

3b: Boards, Commissions, and Community Group Workshops

Workshops will be conducted with boards and commissions members. These individuals provide a unique insight into the community and community issues due to their exposure to residents and community concerns on a regular basis, and they represent a valuable resource that needs to be tapped. Workshops would promote a rich dialogue and likely reveal a myriad of topics/issues to be addressed. It is anticipated that up to three meetings/workshops would be conducted with these groups.

3c: Service Area Interviews and Questionnaires (TCD)

Along with the Village, the Library, Park District, School Districts and Sanitary District serve as important community partners and will receive special focus during this step of the process. Specifically, an interview/ questionnaire and meeting format will be employed to identify issues and concerns shared by these entities that share overlapping jurisdiction.

3d: Business Workshop (TCD)

A Business Workshop will be conducted for the owners and operators/managers of businesses located in Downers Grove. Business owners and managers offer a unique perspective on issues that may be of vital importance to the overall economic health of the community. This portion of the process will be held in conjunction with the EDC, Chamber of Commerce and Downtown Management Corporation.

3e: Student Workshops (TCD)

Students are key citizens of the Village and should be engaged in the outreach process. In cooperation with the schools, in-class workshops would be set-up to engage students and ask them questions about the Village and get their thoughts regarding life in Downers Grove; what they like; what they don't like; and what they would like to see done differently. Workshops/focus groups would be held for elementary, junior high, and senior high schools.

3f: Neighborhood Focus Groups

A series of focus group workshops (one for each of the established neighborhoods in the Village) will be conducted for neighborhoods throughout the Village. The purpose is to allow for a more detailed discussion and examination of the issues and concerns pertaining to each of the different neighborhoods. The residents, business persons, and property owners of each area will be encouraged to attend.

3g: Summary Analysis of Outreach Efforts

After all of the workshops, retreats, surveys, interviews, and questionnaires have been completed, a detailed summary and analysis of the results will be prepared. This analysis will provide a cumulative set

of issues and concerns and give weight/importance/priority to issues based on the level of response. This information will be the foundation for community goal setting. A report summarizing the community input will be prepared for review and discussion with the Oversight Committee and made available on the TCD3 website.

3h: Establishment of Community Focus Areas

Based on previous steps in the TCD3 process, the Oversight Committee will assist in preparation of preliminary recommendations grouped around unique focus areas that will provide more specific direction for future community activities that will then be shared with the units of government in Downers Grove for further consideration and implementation. Much of this information will be used in the process of updating the Village's Comprehensive Plan.

3i: Community Workshop II

A summary of the process to date along with preliminary recommendations will be presented and discussed at a second community workshop that will conclude the TCD phase of the process. Continued opportunities for public involvement and input will be made available as the process for updating the Comprehensive Plan gets underway.

COMPREHENSIVE PLAN - SCOPE OF SERVICES

The Comprehensive Planning Process builds upon the work completed in the TCD3 process and the Village's Strategic Plan. The Comprehensive Planning Process will include additional community outreach and involvement techniques, together with extensive inventory and analysis, community visioning and charrettes, consideration of alternative planning approaches, refinement of planning concepts and recommendations, and implementation strategies and actions.

Step 1: Project Initiation

1a: Director Meeting

Prior to our first meeting with the Comprehensive Plan Advisory Committee (CPAC) key members of the Consultant Team will meet with Downers Grove's Community Development Director, and other key staff as appropriate. This first meeting will allow the Project Director for the Consultant Team to review and discuss matters with the Community Development Director. Regular and "as needed" meetings with Village staff will be held at no charge throughout the planning process to ensure an open communication and exchange of ideas.

1b: CPAC Initiation Meeting and Workshop

Before actual work begins, a project initiation meeting will be held to set the foundation for the planning program. Participants in the conference will include Village staff, key personnel from the Consultant Team, and members of the Comprehensive Plan Advisory Committee. The purposes of this meeting will be to: (a) review overall project objectives; (b) refine the work program for the project; (c) resolve any questions regarding contract interpretation; and (d) establish a schedule for the project. The project initiation meeting will conclude with a *Project Initiation Workshop*. The workshop is intended to solicit CPAC members' views regarding their concerns and aspirations for Downers Grove.

Note: We recommend the establishment of a Comprehensive Plan Advisory Committee (CPAC) to assist with the development of the *Comprehensive Plan*. The CPAC should be comprised of a diverse group of people that represent a cross section of the community, serving as a "sounding board" for the project.

Step 2: Existing Conditions Analysis

This step will include the analysis of existing conditions and future potentials within the community. It will be based on information provided by the Village, as well as feedback from community service providers, and reconnaissance, surveys, inventories and analyses undertaken the Consultant. The emphasis will be on the identification of existing conditions that will be taken into consideration during the formulation of goals and objectives, and planning recommendations.

2a: Village Studies, Plans and Reports

The Village's previously prepared plans and studies having an influence on the new Comprehensive Plan will be assembled and reviewed, including the existing Comprehensive Plan, Zoning Ordinance, Ogden Abenue Corridor Plan, Downtown Master Plan, Bikeway Plan, and other relevant documents. This review of documents will determine: (a) recently adopted Village policy which needs to be reflected in the new Comprehensive Plan; (b) changes within the community that have taken place since the previous plans were prepared, (c) inconsistencies between plans and reports, (d) the relevance of previously

collected data; and, (e) gaps in data which must be corrected as part of this planning process.

2b: Zoning and Development Controls

All regulatory controls, including the existing zoning ordinance and map, subdivision regulations, signage ordinance, boundary agreements, annexation agreements and parkland dedication ordinance will be assessed to identify strengths and weaknesses, and to determine how these controls may influence land use and opportunities for new development or redevelopment.

2c: Market and Demographic Overview & Analysis

A firm understanding of the existing market and the community's potential is extremely important as a foundation for land use and development decision-making. The demographic overview will include an analysis of recent trends in population, households, income, age and gender characteristics, racial and ethnic composition, labor force and employment. A Market overview and analysis will be provided to determine the general trends, supply, demand, and potential for residential, commercial and other uses. We will utilize information provide by the Village, Claritas, and the U.S. Census to provide and overview and understanding of the relevant demographic and market information. This overview analysis will examine the Village's competitive position within the market, identify the issues the community is facing and will likely face, and create a foundation to assist with future land use designation and planning objectives.

2d: Existing Land-Use

An Existing Land-Use Map will be prepared that inventories all parcels in the Village and its planning jurisdiction. The map would then be analyzed to identify functional land-use areas, compatible and incompatible land-use arrangements, and other issues related to land-use.

2e: Community Facilities

An inventory and analysis will be undertaken of community service and infrastructure providers and owners, including Downers Grove Economic Development Corporation, Downtown Management Corporation, Chamber of Commerce and Industry, Downers Grove Park District, District 48 Schools, District 99 Schools, Downers Grove Public Library, and more. Facilities will be evaluated with respect to age, condition, capacity, and the need for future improvement.

The Consultant will prepare a facilities survey questionnaire to be sent to all service and facility providers within the community. The Consultant will use the results of the survey, together with fieldwork and other research, to prepare a report detailing and mapping existing community facilities.

2f: Transportation

An analysis of existing transportation conditions will be undertaken. This will encompass existing street system, bike and pedestrian facilities, and public transportation. Problems, concerns and opportunities for improvement will be identified.

2g: Environmental Features and Open Space

This step will include the a review, inventory and analysis of the Village's open space and environmental features, including all parks, special natural and human-made features that add to the Villa ge's special

image and character. Problems, concerns, strengths and opportunities for improvement and incorporation will be identified.

2h: Synthesis Report – Conditions and Trends

The results of the community outreach activities and the results of the various background studies (Steps 1-2g) will be brought together into a Synthesis Report highlighting the needs, issues, opportunities, existing conditions, and trends which should be addressed in the new Comprehensive Plan. This report will answer the questions “Where are we?” and “Where are we headed?” The report will be a stand alone document and will serve as a foundation for the next steps in the planning process.

2i: Staff Review

Prior to presenting the Synthesis Report to the CPAC, the report will be distributed to the Director of Community Development for review and approval. The report will be modified based on staff review before presentation to the CPAC.

2j: CPAC Meeting

A meeting will be conducted with the CPAC to review the results of the community outreach and background studies. The objective of the meeting is to reach agreement on basic issues and concerns that should be addressed in the Comprehensive Plan.

Step 3: Community and Downtown Visioning Charettes

The purpose of this step will be to establish an overall “vision” for the future of the Village of Downers Grove that can provide focus and direction for subsequent planning activities, and be the “cornerstone” of the consensus building process. Based on the Vision and previous steps in the planning process, Preliminary Goals and Objectives will be prepared.

3a: Community Visioning Charrette

The Visioning Session will involve the Consultant Team, Village staff, the CPAC, elected officials, and members of the community. The session will include both large group and small group working sessions to review and discuss land use, development, and overall character conditions and potentials within the Village. The large group will work together to identify issues and opportunities, and the small “breakout” groups will work together to develop “visions” for the future of the community. It will conclude with general agreement regarding the long-term role and character of Downers Grove and the projects and improvements that will be desirable in the future. The results of the Community Visioning Charrette will assist with the development of the Village-Wide Plans, including land use, transportation, community facilities, and environmental features and open space.

3b: Downtown Visioning Charrette

Similar in format to the Community Visioning Charrette, the Downtown Visioning Charrette will focus on the development, role, and character of Downtown Downers Grove. The results of the Downtown Visioning Charrette will assist with the development of the new/updated Downtown Master Plan.

3c: Downtown and Community Vision Statements

Based on previous steps in the TCD3 process and work completed by the strategic planning consultant, we will prepare a preliminary Vision Statement for the Village of Downers Grove. The preliminary Vision Statement will be based feedback from the community outreach activities, and observations from the Consultant Team. Incorporation of the Village's existing Vision Statement will be incorporated into a new/updated Vision Statement.

3d: Preliminary Goals and Objectives

Based on previous steps in the TCD3 process, preliminary Goals and Objectives will be prepared which will provide more specific focus and direction for future planning recommendations. Possible categories include: (1) Village image and identity; (2) residential neighborhoods; (3) commercial areas; (4) environmental features; (5) transportation; (6) open space; (7) community facilities; and (8) plan implementation.

The Preliminary Vision Statement and Goals and Objectives will be provided to the CPAC for review and comment. Appropriate revisions will be made.

3e: CPAC Workshop

The draft Visions, Goals, and Objectives will be reviewed with Village staff and CPAC. Appropriate revisions will be made.

Step 4: Ogden Avenue Corridor Plan

BASED ON OUR ANALYSIS OF EXISTING CONDITIONS, COMMUNITY OUTREACH, VISIONING CHARETTES, AND THE EXISTING OGDEN AVENUE CORRIDOR PLANS, WE WILL PREPARE A NEW/UPDATED OGDEN AVENUE CORRIDOR PLAN.

4a: Preliminary Ogden Avenue Corridor Plan

This step will include the preparation of the preliminary Ogden Avenue Corridor Plan. The Corridor Plan will include land use and development recommendations, circulation and parking recommendations, and urban design/design guidelines framework recommendations. The Corridor Plan will allow for a more detailed parcel-by-parcel/building-by-building analysis, including priority and catalyst redevelopment sites, key public improvements, safety and mobility recommendations, and more.

4b: Staff Review

Prior to presenting the Ogden Avenue Corridor Plan to the CPAC, the plan will be distributed to the Director of Community Development and Village staff for review and approval. Appropriate revisions will be made based on feedback.

Step 5: Downtown Master Plan

BASED ON OUR ANALYSIS OF EXISTING CONDITIONS, COMMUNITY OUTREACH, VISIONING CHARETTES, AND THE EXISTING DOWNTOWN MASTER PLAN, WE WILL

PREPARE A NEW/UPDATED DOWNTOWN MASTER PLAN THAT REINFORCES AND IMPROVES THE DOWNTOWN AS THE SYMBOLIC HEART OF THE DOWNERS GROVE COMMUNITY.

5a: Preliminary Downtown Master Plan

This step will include the preparation of the preliminary Downtown Master Plan. The Downtown Master Plan will include land use and development recommendations, circulation and parking recommendations, and urban design/design guidelines framework recommendations. The Corridor Plan will allow for a more detailed parcel-by-parcel/building-by-building analysis.

The Downtown Master Plan will allow for a more detailed parcel-by-parcel/building-by-building analysis, including priority and catalyst redevelopment sites, key public improvements, safety and mobility recommendations, and more. The Downtown Master Plan will incorporate 3-D renderings, maps, photos, and other illustrative and visualization techniques. As part of the Downtown Master Plan we will also examine the transitional areas surrounding the Downtown.

5b: Staff Review

Prior to presenting the Downtown Master Plan to the CPAC, the plan will be distributed to the Director of Community Development and Village staff for review and approval. Appropriate revisions will be made based on feedback.

5c: CPAC Meeting

A meeting will be conducted with the CPAC to review and reach agreement on the preliminary Ogden Avenue Corridor Plan and the Downtown Master Plan before proceeding to development of the Draft Plans and Policies. Appropriate revisions to the Ogden Avenue Corridor Plan and Downtown Master Plan will be made based on feedback from the CPAC.

Step 6: Sub-Area Framework Plans

IN ADDITION TO THE DOWNTOWN PLAN AND OGDEN AVENUE CORRIDOR STUDY, WE ARE PROPOSING THREE (3) ADDITIONAL SUB-AREA FRAMEWORK PLANS. WORKING WITH VILLAGE STAFF AND THE CPAC, WE WILL IDENTIFY THREE AREAS WITHIN THE VILLAGE THAT WOULD BENEFIT FROM MORE DETAILED PLANNING EFFORTS.

6a: Preliminary Sub-Area Framework Plans

This step will include the preparation of three preliminary Sub-Area Framework Plans. These Sub-Area Framework Plans would provide a closer examination of land use and development, urban design, character, and circulation and access, on a parcel-by-parcel basis. Possible Sub-Areas could include Butterfield/ Finley Area, Belmont Station Area, Fairview Station Area, or the 75th Avenue Corridor.

6b: Staff Review

Prior to presenting the Sub-Area Framework Plans to the CPAC, the plans will be distributed to the Director of Community Development and Village staff for review and approval. Appropriate revisions will be made based on feedback.

6c: CPAC Meeting

A meeting will be conducted with the CPAC to review and reach agreement on the preliminary Sub-Area Framework Plans before proceeding to development of the Draft Plans and Policies. Appropriate revisions to the Sub-Area Plans will be made based on feedback from the CPAC.

6d. Community Workshop

A Community Workshop will be conducted to present and discuss the preliminary Downtown Plan, Ogden Avenue Corridor Plan, and Sub-Area Framework Plans. The purpose of the workshop is to solicit community feedback on the preliminary plans and use the feedback to modify the plans as appropriate.

Step 7: Preliminary Community-Wide Plans & Policies

This step will entail the preparation of future plans for land use, transportation, open space and environmental features, community facilities, and community identity/urban design. These future plans will provide the “core” for the Comprehensive Plan, and will reflect community input and the Village’s Goals and Objectives.

7a: Preliminary Land Use & Development Plan

Based on the Goals and Objectives and work activities in steps 1 through 5, the preliminary Land Use & Development Plan will be prepared. The Land Use Plan will include recommendations and policies for all land use areas in the Village, including residential, commercial, and industrial land uses. The Plan will provide land use designation for all areas of the Village and its planning areas. The Land Use & Development Plan will utilize text and highly illustrative maps and graphics to communicate planning concepts and principles.

7b: Preliminary Transportation Plan

Based on work activities in steps 1 through 6, the preliminary Transportation Plan will be prepared. The existing street system is well established, but system recommendations can improve overall circulation. The Transportation Plan will focus on the coordination and optimization of all modes of travel within the Village, including vehicular, bicycle, walking and transit services. The Transportation Plan will include specific recommendations for motorized and non-motorized travel, parking, circulation and linkages between key areas of the Village. The Transportation Plan will utilize text and highly illustrative maps and graphics to communicate transportation planning concepts, recommendations and principles.

7c: Preliminary Open Space and Environmental Features Plan

Based on work activities in steps 1 through 6, the preliminary Open Space and Environmental Features Plan will be prepared. The Plan will identify linkages, open space and parkland, and unique and sensitive natural resources. The Comprehensive Plan must recognize the importance of the Village’s open space and environmental features, and seek way to enhance these features as vital community amenities.

7d: Preliminary Community Facilities Plan

Based on work activities in steps 1 through 6, the preliminary Community Facilities Plan will be

prepared. The Plan will identify and inventory all community facilities in the Village and include recommendations and policies for municipal facilities and services, intergovernmental coordination and cooperation, and developer expectations and impact fees.

The Community Facilities Plan will be particularly important, together with the Transportation Plan, in dovetailing with the Village's Capital Improvement Planning. The Community Facilities Plan will utilize text and highly illustrative maps and graphics to communicate planning concepts and principles.

7e: Staff Review

Prior to presenting the Draft Plans and Policies to the CPAC, the plans will be distributed to the Director of Community Development for review and approval. The plans will be modified based on staff review before presentation to the CPAC.

7f: CPAC Meeting

A meeting will be conducted with the Comprehensive Plan Advisory Committee to review and reach agreement on the preliminary Village-Wide Plans before proceeding to the development of the Draft and Final Comprehensive Plan document. Appropriate revisions to the Draft Plans will be made based on feedback from the CPAC.

7g: Community Workshop – Preliminary Plans

Following the CPAC meeting, a community workshop will be conducted to review and discuss the preliminary Village-Wide Plans. Appropriate revisions to the Draft Plans will be made based on feedback from the community.

7h: Open House

An Open House will be provided to allow residents to “drop in” and review all preliminary plans. The Open House could be held on an afternoon or evening with members of the Consultant Team and Village staff on hand to answer questions. We would recommend that the room would be set up with several poster boards and exhibits displaying the Village-Wide Plans and Sub-Area Plans that are being considered. Often, residents cannot attend all meetings and workshops during the planning process, and the Open House provides an opportunity to stop by for a few minutes (or longer) to see what the Village has been working on, prior to the Draft Plan being prepared. Providing refreshments is also recommended.

Step 8: Comprehensive Plan Document

Step 8 will include the preparation of draft and final versions of the new Downers Grove Comprehensive Plan document.

8a: Draft Plan Document

Based on the results of Steps 1-7, a draft Comprehensive Plan document will be prepared for local review. The Plan report will be designed not only to serve as a legal document for guiding land use and development, but also as a guide for future land use policy and for prioritizing, promoting and implementing redevelopment projects and actions within the Village. We anticipate that the Plan report

will include the following sections:

Introduction, which will describe: (1) the history of the community and background to the Comprehensive Plan; (2) the overall purpose of the planning program; (3) the planning process undertaken by the Village; and 4) the organization of the Plan document.

Community Assessment, which will describe the existing conditions within the Village, including demographics, existing land use, current zoning, community facilities, transportation conditions, community character, and open space and environmental features.

Community Outreach/TCD3, which will highlight and summarize results of the TCD3 activities and input.

Community Vision, Goals and Objectives, which will provide the "Vision" for the community and the Goals and Objectives for the Plan. The Vision will serve as the foundation for all planning principles, policies and recommendations included in the Plan. Goals and Objectives will provide more specific focus and direction for planning recommendations. Possible categories include: (1) Village image and identity; (2) residential neighborhoods; (3) commercial areas; (4) environmental features; (5) transportation; (6) open space; (7) community facilities; and (8) plan implementation.

Land-Use Plan, which will establish land use designations for all areas of the Village and present recommendations for improving and enhancing existing land-use areas and promoting compatible new development and redevelopment in selected locations.

Transportation Plan, which will present policies and recommendations related to access, traffic circulation, parking, pedestrian and bicycle movement, and public transportation.

Open Space and Environmental Features Plan, which will present policies and recommendations for maintaining and enhancing the Village's open space and environmental features, including parks, forest preserve, water features, wetlands, and any other environmental features of interest.

Community Facilities Plan, which will provide a detailed inventory of community facilities and present policies and recommendations for municipal facilities, parks and recreation, public utilities, telecommunications facilities, schools, other institutions, cultural facilities, and other community facilities and services.

Ogden Avenue Corridor Plan, which will provide detailed recommendations for Ogden Avenue Corridor Plan.

Downtown Master Plan, which will provide a detailed plan for the Downtown.

Implementation, which will describe the specific actions required to carry out the new Comprehensive Plan, including recommendations regarding zoning and other regulations, priority improvement projects and redevelopment sites, potential funding sources and implementation techniques, and general administration and follow-up to the Plan. This section will provide the detail necessary to allow the Village to track the progress and effectiveness of the Plan and maximize its usefulness as a tool to achieve community goals and objectives.

8b: Staff Review

Prior to presenting the Draft Plan to the CPAC, the Plan will be distributed to the Director of Community Development for review and approval. The Draft Plan will be modified based on staff review before presentation to the CPAC.

8c: CPAC Meeting

A meeting will be conducted to review and reach agreement on the draft Comprehensive Plan document

with the Comprehensive Plan Advisory Committee. Based on Feedback from the CPAC, appropriate revisions will be made to the Draft Plan.

8d: Final Plan Report to Plan Commission (Public Hearing)

The Final Comprehensive Plan Report will be presented to the Plan Commission for public hearing. Based on Plan Commission review and discussion, and based on public feedback during the public hearing, a revised Comprehensive Plan will be prepared that reflects Plan Commission and resident input.

8e: Final Plan Report to Village Council

The Final Comprehensive Plan Report will be presented to the Village Council for consideration and adoption. Based on feedback, a Final Comprehensive Plan will be submitted for adoption.

At the conclusion of the project, all of the background data and information compiled by the Consultant during the course of the study will be forwarded to the Village, including digital photographs, base maps, GIS data, etc.

TCD3 Budget Estimate Table

Step	Description	Base Cost	Timeframe
1	TCD3 Project Initiation	\$1,200	Aug 08
2a	Project Website	\$4,000	On-going
2b	On-Line Surveys	\$2,000	Sept 08
2c	On-Line Community Issues Mapping	\$2,800	Sept-Dec 08
2d	Community Comment Board	No Cost	On-going
3a	Community Workshop	\$2,200	Oct 08
3b	Boards & Commissions Workshops	\$6,000	Oct-Dec 08
3c	Service Area Interviews	\$2,800	Nov 08-Jan 09
3d	Business Workshop	\$2,200	Nov 08
3e	Student Workshops	\$3,800	Nov 08
3f	Neighborhood Workshops	\$10,200	Jan-Mar 09
3g	Summary of Community Outreach	\$3,400	Mar 09
3h	Community Focus Areas	\$2,800	Apr 09
3i	Community Workshop II	\$2,400	Apr 09
--	Direct Expenses (mileage, copies, printing, graphic reproduction, etc.)	\$2,800	--
Grand Total		\$48,600	

AGREEMENT

This Agreement is made this ____ day of _____, 2008 by and between Houseal Lavigne Associates, LLC. ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant for the drafting of the Village's Comprehensive Plan and as a consultant to lead the Village through its Total Community Development III Project; and

WHEREAS, the Consultant is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Proposal incorporated herein by reference as Exhibit A.

II. Term of Agreement

- A. The term of this Agreement will be until the completion of the services as provided in Exhibit A or until its termination pursuant to Section IV (F).

III. Compensation

A. Basic Fees:

The total contract amount shall not exceed \$177,900 (*INCLUDING DIRECT EXPENSES FOR TCD3 AND COMPREHENSIVE PLAN*). Any additional work performed that would increase the contract amount beyond this amount must be approved in writing by the Village of Downers Grove prior to commencement.

B. Consultant Invoices:

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, the original contract amount, the currently approved contract amount, amounts billed to date, amounts received to date, and the contract amount remaining to date.

C. Prompt Payment Act:

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. General Terms and Conditions

A. Relationship Between the Consultant and the Village

The relationship between the Village and the Consultant 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.

B. Equal Employment Opportunity

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when

necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Consultant, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Consultant, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Consultant's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant's policy of maintaining a drug

- free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
 6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
 7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

V. Insurance and Indemnification of the Village

- A. The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance as will protect the Consultant from claims, at a minimum set forth below which may arise out of or result from the Consultant's operations under this agreement and for which the Consultant may legally liable:
 1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees;
 4. Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to

- employment of such person by the Consultant, or (2) by another person;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 7. Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.

B. The Consultant shall demonstrate having such insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

C. As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village. In addition, the Consultant shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultant to the Consultant under the Consultant's agreement with the Village.

D. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

E. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

F. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

G. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

H. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

I. Indemnification

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultants under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

J. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

K. Assignment

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

The Consultant will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub consultants.

L. Campaign Disclosure Certificate

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit B.

M. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

**Houseal Lavigne Associates, LLC.
114 E. Van Buren Avenue
Naperville, Illinois 60540**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Houseal Lavigne Associates, LLC.

Village of Downers Grove

By: _____

By: _____

Title: _____

Title: Village Manager

Date: _____

Date: _____

EXHIBIT A

Project:

Downers Grove TCD3 & Comprehensive Plan

Client:

Village of Downers Grove, Illinois

Consultant:

Houseal Lavigne Associates, LLC.
114 E. Van Buren Avenue
Naperville, Illinois 60540

Lead Contact/Authorized Agent:

John A. Houseal, AICP, Principal
630-305-0036
jhouseal@hlplanning.com

Total Fee:

”Not to Exceed Amount” of \$177,900 (including direct expenses for TCD3 and Comprehensive Plan).

TCD3 Budget & Timeline:

Target Completion date is seven (7) months from the date of signed contract (Exact project timing for each step will depend on the sequencing of several factors such as CPAC and Village Council meeting dates, public notice of meeting and workshops, and timely response to interim study materials submitted by the Consultant).

Comprehensive Plan Budget & Timeline:

Target Completion date is eighteen (18) months from the date of signed contract (Exact project timing for each step will depend on the sequencing of several factors such as CPAC and Village Board meeting dates, public notice of meeting and workshops, and timely response to interim study materials submitted by the Consultant).

TCD3 - SCOPE OF SERVICES

Our proposed TCD3 process focuses on extensive community outreach. Although portions of the TCD3 process will be facilitated by the Consultant, in close coordination with Village staff and the TCD3 Oversight Committee, the process supports and encourages citizens groups to form and manage their own issues development process independent of the more structured approach outlined in the TCD3 Scope of Work. However, it is important that the information eventually flows back to the Village. Outreach activities specifically required and targeted to the Comprehensive Plan will be facilitated by the Consultant.

Step 1: TCD3 Project Initiation

The Oversight Committee will meet prior to any community outreach activities to develop a more specific schedule, review the roles and responsibilities of process participants, and establish a series of objectives by which to measure the success of the process. Regular and as needed meetings with this group will be conducted throughout the TCD3 process to ensure effective communication and open dialogue.

Step 2: TCD3 Interactive Project Website & On-Line Community Tools

2a: Interactive TCD3 Project Website

A Project Web Site that can be linked to the home page of participating units of government will be created in order to maximize the participation and communication with residents and provide one source for information related this process. Information posted to the website will include special articles and updates, meeting summaries, draft documents, upcoming activities, etc.

2b: On-Line Community Surveys (resident survey and business survey)

An on-line resident survey will be conducted to solicit community-wide opinion on a range of topics and issues, and an on-line business survey will provide for information on those issues and concerns most important to the Downers Grove business community.

2c: On-Line Community Issues Mapping

The interactive TCD3 website will provide an on-line Community Issues Mapping Tool. This unique on-line tool allows residents to identify, map, and comment on areas of concern and valued community assets. It simplifies the mapping process and familiarizes residents with all areas of the community in a fun, interactive, and effective manner. Input from residents allows for the creation of composite mapping of community issues to assist with the identification and establishment of community goals and objectives.

2d: On-Line Community Comments & Questions Board

This is a place for residents to post comments and ask questions regarding the TCD3 process. When checked on a regular basis, inquiries can be responded to by Village staff.

Step 3: Community Outreach

3a: Community Workshop

This community workshop is the first face-to-face community outreach event of the TCD3 process. The primary purpose is to provide an overview of the process, outline participation opportunities, and allow attendees to discuss problems, issues and potentials within the community.

3b: Boards, Commissions, and Community Group Workshops

Workshops will be conducted with boards and commissions members. These individuals provide a unique insight into the community and community issues due to their exposure to residents and community concerns on a regular basis, and they represent a valuable resource that needs to be tapped. Workshops would promote a rich dialogue and likely reveal a myriad of topics/issues to be addressed. It is anticipated that up to three meetings/workshops would be conducted with these groups.

3c: Service Area Interviews and Questionnaires (TCD)

Along with the Village, the Library, Park District, School Districts and Sanitary District serve as important community partners and will receive special focus during this step of the process. Specifically, an interview/ questionnaire and meeting format will be employed to identify issues and concerns shared by these entities that share overlapping jurisdiction.

3d: Business Workshop (TCD)

A Business Workshop will be conducted for the owners and operators/managers of businesses located in Downers Grove. Business owners and managers offer a unique perspective on issues that may be of vital importance to the overall economic health of the community. This portion of the process will be held in conjunction with the EDC, Chamber of Commerce and Downtown Management Corporation.

3e: Student Workshops (TCD)

Students are key citizens of the Village and should be engaged in the outreach process. In cooperation with the schools, in-class workshops would be set-up to engage students and ask them questions about the Village and get their thoughts regarding life in Downers Grove; what they like; what they don't like; and what they would like to see done differently. Workshops/focus groups would be held for elementary, junior high, and senior high schools.

3f: Neighborhood Focus Groups

A series of focus group workshops (one for each of the established neighborhoods in the Village) will be conducted for neighborhoods throughout the Village. The purpose is to allow for a more detailed discussion and examination of the issues and concerns pertaining to each of the different neighborhoods. The residents, business persons, and property owners of each area will be encouraged to attend.

3g: Summary Analysis of Outreach Efforts

After all of the workshops, retreats, surveys, interviews, and questionnaires have been completed, a detailed summary and analysis of the results will be prepared. This analysis will provide a cumulative set

of issues and concerns and give weight/importance/priority to issues based on the level of response. This information will be the foundation for community goal setting. A report summarizing the community input will be prepared for review and discussion with the Oversight Committee and made available on the TCD3 website.

3h: Establishment of Community Focus Areas

Based on previous steps in the TCD3 process, the Oversight Committee will assist in preparation of preliminary recommendations grouped around unique focus areas that will provide more specific direction for future community activities that will then be shared with the units of government in Downers Grove for further consideration and implementation. Much of this information will be used in the process of updating the Village's Comprehensive Plan.

3i: Community Workshop II

A summary of the process to date along with preliminary recommendations will be presented and discussed at a second community workshop that will conclude the TCD phase of the process. Continued opportunities for public involvement and input will be made available as the process for updating the Comprehensive Plan gets underway.

COMPREHENSIVE PLAN - SCOPE OF SERVICES

The Comprehensive Planning Process builds upon the work completed in the TCD3 process and the Village's Strategic Plan. The Comprehensive Planning Process will include additional community outreach and involvement techniques, together with extensive inventory and analysis, community visioning and charrettes, consideration of alternative planning approaches, refinement of planning concepts and recommendations, and implementation strategies and actions.

Step 1: Project Initiation

1a: Director Meeting

Prior to our first meeting with the Comprehensive Plan Advisory Committee (CPAC) key members of the Consultant Team will meet with Downers Grove's Community Development Director, and other key staff as appropriate. This first meeting will allow the Project Director for the Consultant Team to review and discuss matters with the Community Development Director. Regular and "as needed" meetings with Village staff will be held at no charge throughout the planning process to ensure an open communication and exchange of ideas.

1b: CPAC Initiation Meeting and Workshop

Before actual work begins, a project initiation meeting will be held to set the foundation for the planning program. Participants in the conference will include Village staff, key personnel from the Consultant Team, and members of the Comprehensive Plan Advisory Committee. The purposes of this meeting will be to: (a) review overall project objectives; (b) refine the work program for the project; (c) resolve any questions regarding contract interpretation; and (d) establish a schedule for the project. The project initiation meeting will conclude with a *Project Initiation Workshop*. The workshop is intended to solicit CPAC members' views regarding their concerns and aspirations for Downers Grove.

Note: We recommend the establishment of a Comprehensive Plan Advisory Committee (CPAC) to assist with the development of the *Comprehensive Plan*. The CPAC should be comprised of a diverse group of people that represent a cross section of the community, serving as a "sounding board" for the project.

Step 2: Existing Conditions Analysis

This step will include the analysis of existing conditions and future potentials within the community. It will be based on information provided by the Village, as well as feedback from community service providers, and reconnaissance, surveys, inventories and analyses undertaken the Consultant. The emphasis will be on the identification of existing conditions that will be taken into consideration during the formulation of goals and objectives, and planning recommendations.

2a: Village Studies, Plans and Reports

The Village's previously prepared plans and studies having an influence on the new Comprehensive Plan will be assembled and reviewed, including the existing Comprehensive Plan, Zoning Ordinance, Ogden Avenue Corridor Plan, Downtown Master Plan, Bikeway Plan, and other relevant documents. This review of documents will determine: (a) recently adopted Village policy which needs to be reflected in the new Comprehensive Plan; (b) changes within the community that have taken place since the previous plans were prepared, (c) inconsistencies between plans and reports, (d) the relevance of previously

collected data; and, (e) gaps in data which must be corrected as part of this planning process.

2b: Zoning and Development Controls

All regulatory controls, including the existing zoning ordinance and map, subdivision regulations, signage ordinance, boundary agreements, annexation agreements and parkland dedication ordinance will be assessed to identify strengths and weaknesses, and to determine how these controls may influence land use and opportunities for new development or redevelopment.

2c: Market and Demographic Overview & Analysis

A firm understanding of the existing market and the community's potential is extremely important as a foundation for land use and development decision-making. The demographic overview will include an analysis of recent trends in population, households, income, age and gender characteristics, racial and ethnic composition, labor force and employment. A Market overview and analysis will be provided to determine the general trends, supply, demand, and potential for residential, commercial and other uses. We will utilize information provide by the Village, Claritas, and the U.S. Census to provide and overview and understanding of the relevant demographic and market information. This overview analysis will examine the Village's competitive position within the market, identify the issues the community is facing and will likely face, and create a foundation to assist with future land use designation and planning objectives.

2d: Existing Land-Use

An Existing Land-Use Map will be prepared that inventories all parcels in the Village and its planning jurisdiction. The map would then be analyzed to identify functional land-use areas, compatible and incompatible land-use arrangements, and other issues related to land-use.

2e: Community Facilities

An inventory and analysis will be undertaken of community service and infrastructure providers and owners, including Downers Grove Economic Development Corporation, Downtown Management Corporation, Chamber of Commerce and Industry, Downers Grove Park District, District 48 Schools, District 99 Schools, Downers Grove Public Library, and more. Facilities will be evaluated with respect to age, condition, capacity, and the need for future improvement.

The Consultant will prepare a facilities survey questionnaire to be sent to all service and facility providers within the community. The Consultant will use the results of the survey, together with fieldwork and other research, to prepare a report detailing and mapping existing community facilities.

2f: Transportation

An analysis of existing transportation conditions will be undertaken. This will encompass existing street system, bike and pedestrian facilities, and public transportation. Problems, concerns and opportunities for improvement will be identified.

2g: Environmental Features and Open Space

This step will include the a review, inventory and analysis of the Village's open space and environmental features, including all parks, special natural and human-made features that add to the Village's special

image and character. Problems, concerns, strengths and opportunities for improvement and incorporation will be identified.

2h: Synthesis Report – Conditions and Trends

The results of the community outreach activities and the results of the various background studies (Steps 1-2g) will be brought together into a Synthesis Report highlighting the needs, issues, opportunities, existing conditions, and trends which should be addressed in the new Comprehensive Plan. This report will answer the questions “Where are we?” and “Where are we headed?” The report will be a stand alone document and will serve as a foundation for the next steps in the planning process.

2i: Staff Review

Prior to presenting the Synthesis Report to the CPAC, the report will be distributed to the Director of Community Development for review and approval. The report will be modified based on staff review before presentation to the CPAC.

2j: CPAC Meeting

A meeting will be conducted with the CPAC to review the results of the community outreach and background studies. The objective of the meeting is to reach agreement on basic issues and concerns that should be addressed in the Comprehensive Plan.

Step 3: Community and Downtown Visioning Charettes

The purpose of this step will be to establish an overall “vision” for the future of the Village of Downers Grove that can provide focus and direction for subsequent planning activities, and be the “cornerstone” of the consensus building process. Based on the Vision and previous steps in the planning process, Preliminary Goals and Objectives will be prepared.

3a: Community Visioning Charrette

The Visioning Session will involve the Consultant Team, Village staff, the CPAC, elected officials, and members of the community. The session will include both large group and small group working sessions to review and discuss land use, development, and overall character conditions and potentials within the Village. The large group will work together to identify issues and opportunities, and the small “breakout” groups will work together to develop “visions” for the future of the community. It will conclude with general agreement regarding the long-term role and character of Downers Grove and the projects and improvements that will be desirable in the future. The results of the Community Visioning Charrette will assist with the development of the Village-Wide Plans, including land use, transportation, community facilities, and environmental features and open space.

3b: Downtown Visioning Charrette

Similar in format to the Community Visioning Charrette, the Downtown Visioning Charrette will focus on the development, role, and character of Downtown Downers Grove. The results of the Downtown Visioning Charrette will assist with the development of the new/updated Downtown Master Plan.

3c: Downtown and Community Vision Statements

Based on previous steps in the TCD3 process and work completed by the strategic planning consultant, we will prepare a preliminary Vision Statement for the Village of Downers Grove. The preliminary Vision Statement will be based feedback from the community outreach activities, and observations from the Consultant Team. Incorporation of the Village's existing Vision Statement will be incorporated into a new/updated Vision Statement.

3d: Preliminary Goals and Objectives

Based on previous steps in the TCD3 process, preliminary Goals and Objectives will be prepared which will provide more specific focus and direction for future planning recommendations. Possible categories include: (1) Village image and identity; (2) residential neighborhoods; (3) commercial areas; (4) environmental features; (5) transportation; (6) open space; (7) community facilities; and (8) plan implementation.

The Preliminary Vision Statement and Goals and Objectives will be provided to the CPAC for review and comment. Appropriate revisions will be made.

3e: CPAC Workshop

The draft Visions, Goals, and Objectives will be reviewed with Village staff and CPAC. Appropriate revisions will be made.

Step4: Ogden Avenue Corridor Plan

BASED ON OUR ANALYSIS OF EXISTING CONDITIONS, COMMUNITY OUTREACH, VISIONING CHARETTES, AND THE EXISTING OGDEN AVENUE CORRIDOR PLANS, WE WILL PREPARE A NEW/UPDATED OGDEN AVENUE CORRIDOR PLAN.

4a: Preliminary Ogden Avenue Corridor Plan

This step will include the preparation of the preliminary Ogden Avenue Corridor Plan. The Corridor Plan will include land use and development recommendations, circulation and parking recommendations, and urban design/design guidelines framework recommendations. The Corridor Plan will allow for a more detailed parcel-by-parcel/building-by-building analysis, including priority and catalyst redevelopment sites, key public improvements, safety and mobility recommendations, and more.

4b: Staff Review

Prior to presenting the Ogden Avenue Corridor Plan to the CPAC, the plan will be distributed to the Director of Community Development and Village staff for review and approval. Appropriate revisions will be made based on feedback.

Step 5: Downtown Master Plan

BASED ON OUR ANALYSIS OF EXISTING CONDITIONS, COMMUNITY OUTREACH, VISIONING CHARETTES, AND THE EXISTING DOWNTOWN MASTER PLAN, WE WILL

PREPARE A NEW/UPDATED DOWNTOWN MASTER PLAN THAT REINFORCES AND IMPROVES THE DOWNTOWN AS THE SYMBOLIC HEART OF THE DOWNERS GROVE COMMUNITY.

5a: Preliminary Downtown Master Plan

This step will include the preparation of the preliminary Downtown Master Plan. The Downtown Master Plan will include land use and development recommendations, circulation and parking recommendations, and urban design/design guidelines framework recommendations. The Corridor Plan will allow for a more detailed parcel-by-parcel/building-by-building analysis.

The Downtown Master Plan will allow for a more detailed parcel-by-parcel/building-by-building analysis, including priority and catalyst redevelopment sites, key public improvements, safety and mobility recommendations, and more. The Downtown Master Plan will incorporate 3-D renderings, maps, photos, and other illustrative and visualization techniques. As part of the Downtown Master Plan we will also examine the transitional areas surrounding the Downtown.

5b: Staff Review

Prior to presenting the Downtown Master Plan to the CPAC, the plan will be distributed to the Director of Community Development and Village staff for review and approval. Appropriate revisions will be made based on feedback.

5c: CPAC Meeting

A meeting will be conducted with the CPAC to review and reach agreement on the preliminary Ogden Avenue Corridor Plan and the Downtown Master Plan before proceeding to development of the Draft Plans and Policies. Appropriate revisions to the Ogden Avenue Corridor Plan and Downtown Master Plan will be made based on feedback from the CPAC.

Step 6: Sub-Area Framework Plans

IN ADDITION TO THE DOWNTOWN PLAN AND OGDEN AVENUE CORRIDOR STUDY, WE ARE PROPOSING THREE (3) ADDITIONAL SUB-AREA FRAMEWORK PLANS. WORKING WITH VILLAGE STAFF AND THE CPAC, WE WILL IDENTIFY THREE AREAS WITHIN THE VILLAGE THAT WOULD BENEFIT FROM MORE DETAILED PLANNING EFFORTS.

6a: Preliminary Sub-Area Framework Plans

This step will include the preparation of three preliminary Sub-Area Framework Plans. These Sub-Area Framework Plans would provide a closer examination of land use and development, urban design, character, and circulation and access, on a parcel-by-parcel basis. Possible Sub-Areas could include Butterfield/ Finley Area, Belmont Station Area, Fairview Station Area, or the 75th Avenue Corridor.

6b: Staff Review

Prior to presenting the Sub-Area Framework Plans to the CPAC, the plans will be distributed to the Director of Community Development and Village staff for review and approval. Appropriate revisions will be made based on feedback.

6c: CPAC Meeting

A meeting will be conducted with the CPAC to review and reach agreement on the preliminary Sub-Area Framework Plans before proceeding to development of the Draft Plans and Policies. Appropriate revisions to the Sub-Area Plans will be made based on feedback from the CPAC.

6d. Community Workshop

A Community Workshop will be conducted to present and discuss the preliminary Downtown Plan, Ogden Avenue Corridor Plan, and Sub-Area Framework Plans. The purpose of the workshop is to solicit community feedback on the preliminary plans and use the feedback to modify the plans as appropriate.

Step 7: Preliminary Community-Wide Plans & Policies

This step will entail the preparation of future plans for land use, transportation, open space and environmental features, community facilities, and community identity/urban design. These future plans will provide the “core” for the Comprehensive Plan, and will reflect community input and the Village’s Goals and Objectives.

7a: Preliminary Land Use & Development Plan

Based on the Goals and Objectives and work activities in steps 1 through 5, the preliminary Land Use & Development Plan will be prepared. The Land Use Plan will include recommendations and policies for all land use areas in the Village, including residential, commercial, and industrial land uses. The Plan will provide land use designation for all areas of the Village and its planning areas. The Land Use & Development Plan will utilize text and highly illustrative maps and graphics to communicate planning concepts and principles.

7b: Preliminary Transportation Plan

Based on work activities in steps 1 through 6, the preliminary Transportation Plan will be prepared. The existing street system is well established, but system recommendations can improve overall circulation. The Transportation Plan will focus on the coordination and optimization of all modes of travel within the Village, including vehicular, bicycle, walking and transit services. The Transportation Plan will include specific recommendations for motorized and non-motorized travel, parking, circulation and linkages between key areas of the Village. The Transportation Plan will utilize text and highly illustrative maps and graphics to communicate transportation planning concepts, recommendations and principles.

7c: Preliminary Open Space and Environmental Features Plan

Based on work activities in steps 1 through 6, the preliminary Open Space and Environmental Features Plan will be prepared. The Plan will identify linkages, open space and parkland, and unique and sensitive natural resources. The Comprehensive Plan must recognize the importance of the Village’s open space and environmental features, and seek way to enhance these features as vital community amenities.

7d: Preliminary Community Facilities Plan

Based on work activities in steps 1 through 6, the preliminary Community Facilities Plan will be

prepared. The Plan will identify and inventory all community facilities in the Village and include recommendations and policies for municipal facilities and services, intergovernmental coordination and cooperation, and developer expectations and impact fees.

The Community Facilities Plan will be particularly important, together with the Transportation Plan, in dovetailing with the Village's Capital Improvement Planning. The Community Facilities Plan will utilize text and highly illustrative maps and graphics to communicate planning concepts and principles.

7e: Staff Review

Prior to presenting the Draft Plans and Policies to the CPAC, the plans will be distributed to the Director of Community Development for review and approval. The plans will be modified based on staff review before presentation to the CPAC.

7f: CPAC Meeting

A meeting will be conducted with the Comprehensive Plan Advisory Committee to review and reach agreement on the preliminary Village-Wide Plans before proceeding to the development of the Draft and Final Comprehensive Plan document. Appropriate revisions to the Draft Plans will be made based on feedback from the CPAC.

7g: Community Workshop – Preliminary Plans

Following the CPAC meeting, a community workshop will be conducted to review and discuss the preliminary Village-Wide Plans. Appropriate revisions to the Draft Plans will be made based on feedback from the community.

7h: Open House

An Open House will be provided to allow residents to “drop in” and review all preliminary plans. The Open House could be held on an afternoon or evening with members of the Consultant Team and Village staff on hand to answer questions. We would recommend that the room would be set up with several poster boards and exhibits displaying the Village-Wide Plans and Sub-Area Plans that are being considered. Often, residents cannot attend all meetings and workshops during the planning process, and the Open House provides an opportunity to stop by for a few minutes (or longer) to see what the Village has been working on, prior to the Draft Plan being prepared. Providing refreshments is also recommended.

Step 8: Comprehensive Plan Document

Step 8 will include the preparation of draft and final versions of the new Downers Grove Comprehensive Plan document.

8a: Draft Plan Document

Based on the results of Steps 1-7, a draft Comprehensive Plan document will be prepared for local review. The Plan report will be designed not only to serve as a legal document for guiding land use and development, but also as a guide for future land use policy and for prioritizing, promoting and implementing redevelopment projects and actions within the Village. We anticipate that the Plan report

will include the following sections:

Introduction, which will describe: (1) the history of the community and background to the Comprehensive Plan; (2) the overall purpose of the planning program; (3) the planning process undertaken by the Village; and 4) the organization of the Plan document.

Community Assessment, which will describe the existing conditions within the Village, including demographics, existing land use, current zoning, community facilities, transportation conditions, community character, and open space and environmental features.

Community Outreach/TCD3, which will highlight and summarize results of the TCD3 activities and input.

Community Vision, Goals and Objectives, which will provide the “Vision” for the community and the Goals and Objectives for the Plan. The Vision will serve as the foundation for all planning principles, policies and recommendations included in the Plan. Goals and Objectives will provide more specific focus and direction for planning recommendations. Possible categories include: (1) Village image and identity; (2) residential neighborhoods; (3) commercial areas; (4) environmental features; (5) transportation; (6) open space; (7) community facilities; and (8) plan implementation.

Land-Use Plan, which will establish land use designations for all areas of the Village and present recommendations for improving and enhancing existing land-use areas and promoting compatible new development and redevelopment in selected locations.

Transportation Plan, which will present policies and recommendations related to access, traffic circulation, parking, pedestrian and bicycle movement, and public transportation.

Open Space and Environmental Features Plan, which will present policies and recommendations for maintaining and enhancing the Village’s open space and environmental features, including parks, forest preserve, water features, wetlands, and any other environmental features of interest.

Community Facilities Plan, which will provide a detailed inventory of community facilities and present policies and recommendations for municipal facilities, parks and recreation, public utilities, telecommunications facilities, schools, other institutions, cultural facilities, and other community facilities and services.

Ogden Avenue Corridor Plan, which will provide detailed recommendations for Ogden Avenue Corridor Plan.

Downtown Master Plan, which will provide a detailed plan for the Downtown.

Implementation, which will describe the specific actions required to carry out the new Comprehensive Plan, including recommendations regarding zoning and other regulations, priority improvement projects and redevelopment sites, potential funding sources and implementation techniques, and general administration and follow-up to the Plan. This section will provide the detail necessary to allow the Village to track the progress and effectiveness of the Plan and maximize its usefulness as a tool to achieve community goals and objectives.

8b: Staff Review

Prior to presenting the Draft Plan to the CPAC, the Plan will be distributed to the Director of Community Development for review and approval. The Draft Plan will be modified based on staff review before presentation to the CPAC.

8c: CPAC Meeting

A meeting will be conducted to review and reach agreement on the draft Comprehensive Plan document

with the Comprehensive Plan Advisory Committee. Based on Feedback from the CPAC, appropriate revisions will be made to the Draft Plan.

8d: Final Plan Report to Plan Commission (Public Hearing)

The Final Comprehensive Plan Report will be presented to the Plan Commission for public hearing. Based on Plan Commission review and discussion, and based on public feedback during the public hearing, a revised Comprehensive Plan will be prepared that reflects Plan Commission and resident input.

8e: Final Plan Report to Village Council

The Final Comprehensive Plan Report will be presented to the Village Council for consideration and adoption. Based on feedback, a Final Comprehensive Plan will be submitted for adoption.

At the conclusion of the project, all of the background data and information compiled by the Consultant during the course of the study will be forwarded to the Village, including digital photographs, base maps, GIS data, etc.

TCD3 Budget Estimate Table

Step	Description	Base Cost	Timeframe
1	TCD3 Project Initiation	\$1,200	Aug 08
2a	Project Website	\$4,000	On-going
2b	On-Line Surveys	\$2,000	Sept 08
2c	On-Line Community Issues Mapping	\$2,800	Sept-Dec 08
2d	Community Comment Board	No Cost	On-going
3a	Community Workshop	\$2,200	Oct 08
3b	Boards & Commissions Workshops	\$6,000	Oct-Dec 08
3c	Service Area Interviews	\$2,800	Nov 08-Jan 09
3d	Business Workshop	\$2,200	Nov 08
3e	Student Workshops	\$3,800	Nov 08
3f	Neighborhood Workshops	\$10,200	Jan-Mar 09
3g	Summary of Community Outreach	\$3,400	Mar 09
3h	Community Focus Areas	\$2,800	Apr 09
3i	Community Workshop II	\$2,400	Apr 09
--	Direct Expenses (mileage, copies, printing, graphic reproduction, etc.)	\$2,800	--
Grand Total		\$48,600	

Comprehensive Plan Budget Estimate Table

Step	Description	Base Cost	Timeframe
1a	Director Meeting	No Cost	Jan 09
1b	CPAC Initiation Workshop	\$2,200	Jan 09
2a-2g	Community Inventory & Analysis	\$22,000	Sept 08-Mar 09
2h	Synthesis Report	\$4,400	Feb-Mar 09
2i	Staff Review	\$1,200	Mar 09
2j	CPAC Meeting	\$1,400	Mar 09
3a	Community Visioning Charrette	\$2,800	April 09
3b	Downtown Visioning Charrette	\$2,800	April 09
3c	Downtown & Community Vision Statements	\$2,400	April 09
3d	Preliminary Goals & Objectives	\$4,200	April 09
3e	CPAC Meeting	\$2,200	May 09
4a-4b	Ogden Avenue Corridor Plan	\$9,000	May-June 09
5a-5b	Downtown Master Plan	\$15,000	May-June 09
5c	CPAC Meeting	\$1,500	June 09
6a-6b	Sub-Area Framework Plans (3)	\$10,000	July 09
6c	CPAC Meeting	\$1,400	July 09
6d	Community Workshop	\$1,800	Aug 09
7a-7e	Village-Wide Plans	\$17,200	Sept 09
7f	CPAC Meeting	\$2,000	Sept 09
7g	Community Workshop	\$1,800	Oct 09
7h	Open House	\$2,000	Oct 09
8a	Draft Plan Document	\$5,800	Nov-Dec 09
8b	Staff Review	\$2,200	Dec 09
8c	CPAC Meeting	\$2,200	Dec 09
8d	PC Public Hearing & Revised Draft	\$4,200	Jan 10
8e	Final Plan to Village Board	\$2,600	Jan 10
--	Direct Expenses (mileage, copies, printing, graphic reproduction, etc.)	\$5,000.00	---
Grand Total		\$129,300	

Hourly Rates

Houseal Lavigne Associates

Principal and Principal Associates.....	\$130 - \$150
Senior Associate.....	\$100 - \$120
Associate	\$80 - \$100
Administrative	\$55 - \$65

Exhibit B

CAMPAIGN DISCLOSURE CERTIFICATE
--

Any Contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any vendor to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the last five (5) year period preceding the date of the proposal.

By signing this certificate vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Vendor has not contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Signature

Print Name

Vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Hourly Rates

Houseal Lavigne Associates

Principal and Principal Associates.....	\$130 - \$150
Senior Associate.....	\$100 - \$120
Associate	\$80 - \$100
Administrative	\$55 - \$65

Exhibit B

CAMPAIGN DISCLOSURE CERTIFICATE

Any Contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

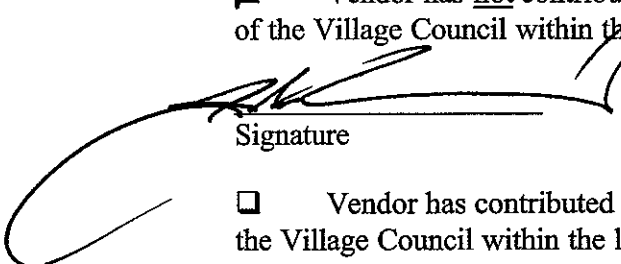
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any vendor to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the last five (5) year period preceding the date of the proposal.

By signing this certificate vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Vendor has not contributed a campaign contribution to a current member of the Village Council within the last five (5) years.


Signature

JOHN A. HOUSER
Print Name

Vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name