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#### VILLAGE OF DOWNERS GROVE Report for the Village Council Meeting 3/1/2016

SUBJECT:	SUBMITTED BY:	
Agreement with Houseal Lavigne Associates, LLC for the Comprehensive Plan Update and a Review of Downtown Zoning	Stan Popovich, AICP Director of Community Development	

#### SYNOPSIS

A resolution has been prepared to authorize a contract with Houseal Lavigne and Associates, LLC in the amount of \$60,000 (\$10,000 of that amount is recommended to perform the 63rd Street sub-area plan) to complete a five-year update to the Village's Comprehensive Plan and to complete a review of Downtown zoning.

#### STRATEGIC PLAN ALIGNMENT

The Village Council has identified *Update to the Comprehensive Plan* and a *Review of the Downtown Zoning* as top priority action items for 2015-2017. The projects will be completed concurrently.

#### **FISCAL IMPACT**

The FY16 budget includes \$50,000 for this project: \$35,000 is budgeted in the General Fund, and \$15,000 is budgeted in the Downtown TIF Fund. Sufficient budget authority exists in the General Fund to cover the recommended contract amount.

#### **UPDATE & RECOMMENDATION**

This item was discussed at the February 16, 2016 Village Council meeting. Based on Council discussion, the resolution on the agenda includes sub-area plans for 63<sup>rd</sup> Street and 75<sup>th</sup> Street, for a total of \$70,000. Staff recommends approval on the March 1, 2016 Consent Agenda.

#### **BACKGROUND**

During the 2015-17 Long-Range Plan process, the Village Council identified *Update the Comprehensive Plan* and *Review Downtown Zoning* as Top Priority Action Items. Given the close relationship between these two items, it is appropriate that they be coordinated.

A Comprehensive Plan Update allows a community to ensure that the Comprehensive Plan (which was adopted in 2011) is being implemented as intended, addresses current conditions, and provides an updated vision for the community. This project will result in proposed amendments to the Comprehensive Plan for Council consideration.

The Downtown Zoning Review will consist of an examination of downtown zoning classifications and regulations in and near the Downtown. This project will result in recommendations to amend the Zoning Ordinance and/or Zoning Map for Council consideration.

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The use of a qualified consultant is recommended to help facilitate completion of these projects and provide subject-matter expertise. Houseal Lavigne and Associates, LLC, which is the firm that provided consulting services for the development of the Comprehensive Plan that was approved in 2011, is recommended to assist the Village in completing these two projects. The Village has been satisfied with the work Houseal Lavigne performed in the past, and the firm has experience in assisting with Downtown Zoning reviews.

The recommended contract with Houseal Lavigne includes additional work to complete a sub-area plan for the area of 63rd Street from Main Street to the western boundary of the Village. This work is recommended based on discussion by the Economic Development Corporation Board that is currently assisting with the Village's Top Priority Action item regarding Enhance Sales Tax Base. The sub-area plan involves an indepth exploration of the corridor with recommended improvements.

The Village Council could direct staff to include another sub-area plan for the 75th Street corridor. The cost of this additional work is \$10,000, which would bring the total contract amount to \$70,000, including sub-area plans along 63rd Street and 75th Street.

This project is scheduled to begin in March and be completed by December 2016. The process will provide for the use of an ad hoc Comprehensive Plan Committee that will hold monthly public meetings. The final recommendations of the ad hoc Committee will be reviewed by the Plan Commission and ultimately considered for adoption by the Village Council.

#### **ATTACHMENTS**

Resolution Agreement

# VILLAGE OF DOWNERS GROVE COUNCIL ACTION SUMMARY

INITIATED:Community Developm	ent DATE: March 1, 2016		
(Name)			
RECOMMENDATION FROM:	FILE REF:		
(Boa	rd or Department)		
NATURE OF ACTION:	STEPS NEEDED TO IMPLEMENT ACTION:		
Ordinance	Motion to Adopt "A RESOLUTION AUTHORIZING		
X Resolution	EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND		
Motion	HOUSEAL LAVIGNE ASSOCIATES, LLC, INCLUDING ALTERNATES FOR THE 63 <sup>RD</sup> STREET SUB-AREA AND 75 <sup>TH</sup> STREET SUB-		
Other Other	AREA IN AN AMOUNT NOT TO EXCEED \$70,000", as presented.		
	\$70,000, as presented.		
<b>SUMMARY OF ITEM:</b>			
Adoption of this resolution shall authorize an agreement between the Village and Houseal Lavigne for the five-year update to the Village's Comprehensive Plan including alternates for the 63 <sup>rd</sup> Street sub-area and 75 <sup>th</sup> Street sub-area in an amount not to exceed \$70,000			
RECORD OF ACTION TAKEN:			

1\wp\cas.16\CompPlanUpdate\$70K

#### 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 updates to the Village's Comprehensive Plan and review of downtown zoning, 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		

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#### **AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of February 2016 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 to provide planning services to the Village of Downers Grove; 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 dated February \_\_\_\_, 2016 attached hereto and incorporated herein by reference as Exhibit B.

#### II. Term of Agreement

The term of this Agreement shall begin on the date of execution and terminate upon successful completion of the project.

#### **III.** Compensation

#### A. Basic Fees:

Fees for these services shall not exceed the amount set forth in Exhibit B. Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

#### **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, amounts billed to date, and amounts received 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 Agreement, 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 Agreement 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.

#### C. Sexual Harassment

Consultant, as a party to a public contract, has a written sexual harassment policy 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 (1) 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 of a criminal drug statute conviction 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. Non-Discrimination

Consultant and its employees 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 Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

#### F. Campaign Disclosure Certificate

The Consultant shall comply with the Campaign Disclosure Certificate attached

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hereto and incorporated herein by reference as Exhibit A.

#### **G.** Patriot Act Compliance

The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

#### H. Cooperation with FOIA Compliance

Consultant acknowledges that the Freedom of Information Act may apply to public records in possession of the Consultant. Consultant shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

#### I. Copyright or Patent Infringement

The Consultant agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Consultant that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

#### J. Standard of Care

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Consultant's failure to comply with the above standard and reported to Consultant within one (1) year from the completion of Consultant's services for the Project.

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#### V. <u>Insurance and Indemnification of the Village</u>

#### A. Insurance

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 which, at a minimum, will protect the Consultant from the types of claims set forth below which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;

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;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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;

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.

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

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.

#### **B.** 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

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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 under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence. This provision shall survive termination of this Agreement.

#### VI. <u>Miscellaneous Provisions</u>

#### A. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, 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 termination. 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 termination.

#### **B.** 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.

#### C. 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.

#### D. 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.

#### E. Amendment

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

#### F. 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.

#### G. 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.

#### H. 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 188 West Randolph St. Suite 200 Chicago, IL 60601

#### I. Village Ordinances

The Consultant will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

#### J. Use of Village's Name

The Consultant is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

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:		
Date: February 4, 2016	Date:		

## Exhibit A 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 individual or entity bidding 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 five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Consultant 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 pe	enalty of perjury, I declare:	
	Consultant has <u>not</u> co last five (5) years.	ntributed to any elected Village position within the
	ail k	John Houseal
	Signature	Print Name
	☐ Consultant has contributed of the Village Council within  Print the following information  Name of Contributor:	n:
		(company or individual)
	To whom contribution was ma	ade:
	Year contribution made:	Amount: \$
	Signature	Print Name

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#### **EXHIBIT B**

## **Village of Downers Grove**

# Comprehensive Plan 5-Year Update & Downtown Regulatory Framework.

It is important to emphasize that a Comprehensive Plan is not a static document. If community attitudes change or new issues arise which are beyond the scope of the current Plan, then the Plan should be revised and updated. The Village's current Comprehensive Plan recommended that the Village initiate review of the Plan at regular intervals, suggesting between 3 and 5 years. Accordingly, this 5-Year update will help ensure that the Village's planning program remains relevant to community needs and aspirations.

We propose a five-task planning process for preparing a 5-year update to the Village's Comprehensive Plan and creating a regulatory framework for Downtown. Our proposed work programs will build on previous plans, studies, and reports – several of which were prepared with assistance from our firm, including the Downtown Pattern Book, TCD3, and the award-winning Comprehensive Plan.

We understand that the planning process will use a single committee to provide oversight over both aspects of this assignment and that these meetings will be publicized and open to the public.

We suggest that the members of the Comprehensive Plan Steering Committee (CPSC) represent the spectrum of positions, interests, and insights within the community and Downtown, including appointed officials (i.e. Planning Commission), representatives from the Downtown Management Corporation and the Downers Grove EDC

We believe our proposed work programs will produce both a meaningful and responsive update to the Village's Comprehensive Plan and provide a framework of implementable actions and revisions for Downtown's development regulations, fostering a predictable and desirable built environment.

On the following pages, each task of our proposed Scope of Work is presented. We are aware of the Village's desire to prioritize the Downtown Regulatory Framework. We are prepared to begin the assignment immediately. Should the Village favor our approach, we will work closely with Village staff and officials to further refine this process to meet specific local needs and requirements.

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### **Task 1: Project Initiation**

Prior to our first meeting with the Comprehensive Plan Steering Committee (CPSC), key members of the Consultant Team will meet with key Village staff. This first meeting will allow the Project Director from the Consultant Team to review and discuss matters with the Village at the onset of the assignment, including identifying contract and scope requirements, Village expectations for final deliverables, and a review of issues and concerns within the community that need to be assessed and addressed as part of the assignment. Regular and "as needed" meetings with Village staff will be held throughout the planning process to ensure an open communication and exchange of ideas.

Before actual work begins, a project initiation meeting will be held to set the foundation for the planning program and review and discuss the overall direction and policy issues facing the community. Participants in the project initiation meeting would include Village staff, key personnel from the Consultant Team, and members of the Comprehensive Plan Steering Committee (CPSC). The purpose of this meeting will be to: (a) review overall project objectives; (b) review and discuss the work program for the project; (c) establish and discuss project roles and responsibilities; and, (d) establish an overall schedule for the Comprehensive Plan Update and upcoming events. The project initiation meeting will conclude with a CPSC Project Initiation Workshop. The workshop is intended to solicit the views of the CPSC on the 2011 comprehensive Plan and their concerns and aspirations for the update.

## **Task 2: Downtown Regulatory Controls**

All of the Village's regulatory controls, including the Municipal Code, zoning code and map, and subdivision regulations, 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 in Downtown. Some aspects of the existing zoning and development controls may remain, albeit in an amended form, while other existing regulatory components may be completely abandoned and replaced with the new language or a different approach.

Based on all work completed in the planning process, a detailed regulatory strategies framework will be created that identifies needed changes to the Village's zoning ordinance, map, and development procedures and processes. The regulatory framework will identify specific sections of the Village's zoning ordinance that must be amended in order to facilitate the recommendations of the revised Downtown Subarea Plan. All appropriate regulatory components will be addressed, including height, setback, uses, PUD procedures, special uses, permitted uses, design standards, district boundaries, and more. The intent will be to ensure that the zoning ordinance is clear, easy to use, appropriate, efficient and effective. The regulatory strategies framework will provide the specificity necessary to allow the Village to immediately amend the zoning ordinance upon adoption of the updated Comprehensive Plan.

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### **Task 3: Existing Comprehensive Plan Review**

This task will entail monthly meetings with the CPSC to conduct a detailed review of the existing Comprehensive Plan. We anticipate 5-6 work sessions with the CPSC, working through the 2011 Comprehensive Plan page by page, chapter by chapter, identifying areas of concern, desired analysis/study, revisions, deletions, and additions. This step will also include a report on input received to date through community outreach activities, identify existing gaps in the existing Comprehensive Plan. We will amend and update the Comprehensive Plan as we work through the process. This step will include the review of existing subarea plans, catalyst sites and its text. Existing catalyst sites that have been developed since 2011 will be updated in both text and graphic to reflect site changes.

#### Task 4: Downtown Subarea

This step will entail the preparation of a revised Subarea Plan for Downtown. The revisions to the Subarea Plan will occur in concert with regulatory framework to provide consistency between the documents.

## **Task 4a: Additional Subarea Plans (Optional)**

This optional step will entail the development of subarea plans for both 75<sup>th</sup> Street and 63<sup>rd</sup> Street – two corridors considered in 2011, but not selected for more detailed study. The plans will address land use and development, priority development opportunity sites, transportation and mobility, urban design components, and other elements necessary to provide a more detailed planning analysis of these identified corridors. The proposed cost for each new Subarea Plan is \$10,000, or \$20,000 for both.

## **Task 5: Plan Documents and Adoption**

Based on the previous steps in the planning process, the draft and final versions of the Comprehensive Plan document will be prepared for local review and consideration, including the Plan Commission public hearing and the presentation to and adoption by the Village Council.

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## **Project Cost by Step**

Title & Rate			
Principal Associate			
\$150/hr	\$100/hr		

Task 1: Project Initiation	10	10	\$2,500
Task 2: Downtown Regulatory Controls	40	90	\$15,000
Task 3: Existing Comprehensive Plan Review	60	130	\$22,000
Task 4: Downtown Subarea	30	30	\$7,500
Task 5: Plan Documents & Adoption	8	18	\$3,000

\$50,000

## **ALTERNATES:**

Task 4a: Additional Subarea Plan 63rd Street	30	55	\$10,000
Task 4a: Additional Subarea Plan 75th Street	30	55	\$10,000