

PROFESSIONAL SERVICES AGREEMENT

April ~~5~~<sup>16</sup>, 2018

Amended September 14, 2020

BETWEEN

VILLAGE OF PALOS PARK, ILLINOIS

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE VILLAGE OF PALOS PARK, ILLINOIS  
AND  
HOUSEAL LAVIGNE ASSOCIATES, LLC.**

**THIS AGREEMENT**, made and entered into this 18<sup>th</sup> day of April, 2018, by and between HOUSEAL LAVIGNE ASSOCIATES LLC., an Illinois Limited Liability Company, with principal offices at 188 W. Randolph, Suite 200, Chicago, Illinois 60601 (hereinafter referred to as the "CONSULTANT"), and THE VILLAGE OF PALOS PARK, ILLINOIS, a municipal corporation of the State of Illinois, whose mailing address is Village of Palos Park , 8999 West 123rd Street, Palos Park , IL 60464 (hereinafter referred to as the "CLIENT").

WITNESSETH THAT:

**WHEREAS**, the CLIENT desires to engage the services of the CONSULTANT to furnish technical and professional assistance related to recent annexations to the Village of Palos Park, in order that the CONSULTANT, in consultation and direction from the CLIENT, develop a "Western Growth Area Master Plan" (hereinafter referred to as the "Project," and the CONSULTANT has signified its willingness to provide these technical and professional services to the CLIENT: and

**WHEREAS**, the CONSULTANT represents to the CLIENT that it has sufficient expertise and resources to enable it to provide such advice and assistance to the CLIENT;

**NOW, THEREFORE**, the parties do agree as follows:

**A. Scope of Consultant's Services**

The CONSULTANT agrees to perform those services described in Attachment A to this AGREEMENT in a good and professional manner. All documents, work papers, maps, electronic files of any kind, data, and study materials produced by the CONSULTANT in the performance of these services become the property of the CLIENT during and upon completion of the services to be performed under this AGREEMENT.

**B. Services to be provided by the Client**

All existing information, data, reports and records that are useful for the CONSULTANT to perform its work on this Project and that are owned or controlled by the CLIENT, shall be furnished to the CONSULTANT in a timely manner. The completion of the services to be performed by the CONSULTANT under this AGREEMENT is contingent upon the receipt from the CLIENT, at no cost to the CONSULTANT, of the data and reports and other material as described in Attachment A, Section 1, in a timely manner upon request of the CONSULTANT. If, by reason of any act or omission of CLIENT, the information, data, reports and records to be provided by the CLIENT are not made available to the

CONSULTANT in a timely manner, the CONSULTANT may, at its option, suspend work on the Project until such materials are provided.

**C. Meetings and Consultant Visits**

The CONSULTANT will attend all Meetings associated with the Project, and any additional meetings deemed reasonable and needed to complete the PROJECT, as outlined in Attachment A.

"Meeting" shall mean a gathering, either private or public, requiring the attendance of the CONSULTANT or CONSULTANT's staff, including discussions with Village of Palos Park officials or employees, workshops, formal presentations, public meetings and public hearings of the Village Council, Plan Commission, or other committees or commissions of the Village of Palos Park, or other public entities as needed. Public meetings and public hearings shall be scheduled with the CONSULTANT seven (7) to fifteen (15) days in advance. Attendance by the CONSULTANT at additional meetings not covered under the definition of Meeting, here, will be subject to the provisions of Article M (Extra Work) of this AGREEMENT. The CONSULTANT may conduct "site visits" to gather information, data, and perform field reconnaissance. These "site visits" shall not be counted as Meetings under this AGREEMENT.

**D. Deliverables**

CONSULTANT agrees to provide products to the CLIENT as outlined in the attached Scope of Work (Section 2 of Attachment A).

The CONSULTANT shall provide each "Deliverable," meaning all the obligations of the CONSULTANT outlined in Attachment A, which is relevant to the particular stage of the Project, at least five (5) days in advance of all Public Meetings of the Village of Palos Park Council or other commission or committee. Each Deliverable becomes the property of the CLIENT, including all hard copies and electronic file copies.

**E. Changes**

The CLIENT may, from time to time, request changes to the CONSULTANT'S contractual obligations described in Attachment A. Such changes, including any appropriate increase or decrease in the amount of compensation shall not be valid unless incorporated in written amendments to this AGREEMENT and executed by each Party.

**F. Consultant's Compensation**

The CLIENT shall compensate the CONSULTANT for the services it has provided to the CLIENT under the terms of this AGREEMENT on the basis of the CONSULTANT'S hourly rates as stated under Article G (Hourly Rates) and Attachment A for the CONSULTANT'S time devoted to the Project and for directly related Project expenses incurred by the CONSULTANT. The "Maximum Cost" for these CONSULTANT services is \$ 109,020.00, including directly related job expenses. This amount is an increase of \$24,040 in addition to the original "Maximum Cost" of \$85,000 and reflects the cost of additional work requested by the CLIENT and performed by the CONSULTANT.

The CONSULTANT will not exceed the Maximum Cost without specific written authorization from the CLIENT or amendment to this AGREEMENT. The CONSULTANT represents and warrants that absent "Extra Work," as referenced in below in Article M, all work the CONSULTANT provides pursuant to this AGREEMENT will be performed without exceeding the Maximum Cost and directly related job expense amount.

**G. Hourly Rates**

Hourly rates in effect for purposes of this AGREEMENT are provided in Attachment A, Section 3.

**H. Method of Payment**

The CONSULTANT will submit monthly invoices for services performed and incurred on the Project during the billing period. Invoices are due and payable no later than thirty (30) days from the date of CLIENT's receipt of the invoice.

**I. Time of Performance**

The CONSULTANT will begin its Project related work upon delivery to the CONSULTANT of an executed copy of this AGREEMENT. All Project related work shall, absent causes beyond the reasonable control of the CONSULTANT, be completed consistent with the "Project Timing" identified in Attachment A. The time of final completion of contractual obligations by the CONSULTANT shall be contingent upon the timely receipt of the services, data, and other reports described in Attachment A, upon the timely conduct by the CLIENT of all necessary public meetings, hearings and decisions, and other matters that may become time-sensitive in the course of the CONSULTANT's work. "Timely" means that the CLIENT make necessary staff-level decisions or provide staff-level guidance within ten (10) working days, which time period allows CLIENT to adequately review CONSULTANT's submittals, services, data, and reports; For decisions and guidance required of or appropriate for the Village of Palos Park Council or other public commission or committee, Timely means that the CLIENT must provide any decision or guidance within twenty-one (21) calendar days. If the CLIENT requests that CONSULTANT perform "Extra Work" that was not contemplated by the parties at the time of execution and not enumerated in Attachment A, the CONSULTANT may suspend work on the Project or a portion of the Project and may extend the period of time allotted to perform the services identified in Attachment A to this AGREEMENT. Any such suspension of work or extension of time shall only be valid if memorialized as an amendment to this AGREEMENT and executed by each party. If the CLIENT and CONSULTANT agree to such an extension of time, the CONSULTANT's hourly rates may not be increased beyond those set forth in Section G of this AGREEMENT, provided that any such extension is not due solely to the acts or omissions of the CLIENT.

**J. Excusable Delays**

The CONSULTANT shall not be in breach of this AGREEMENT by reason of any failure in performance of this AGREEMENT if such failure is not due to the acts, omissions or negligence of the CONSULTANT. Such causes not attributable to the CONSULTANT may include, but are not limited to: acts of God or of the public enemy, acts of government either in its sovereign or in its contractual capacity, fires, floods, strikes, and

unusually severe weather. In any such failure of performance by the CONSULTANT that is not the fault of the CONSULTANT or within its control, the CONSULTANT shall not be deemed to be in breach of this AGREEMENT, but in any event shall endeavor to complete its obligations related to the Project as soon as is possible, upon the written direction of, and under the terms directed by, the CLIENT

**K. Termination**

The CLIENT shall have the right to terminate this AGREEMENT by prior written notice to the CONSULTANT at least five (5) working days before the specified effective date of such termination. Even when the CLIENT terminates the AGREEMENT in this manner, all finished and unfinished documents, electronic files of any kind, and work papers prepared by the CONSULTANT under this AGREEMENT become the property of the CLIENT. On receipt by the CLIENT, the CLIENT shall reimburse or compensate the CONSULTANT for the work the CONSULTANT actually performed before the date of termination in accordance with Article F, of this AGREEMENT, less payment for services and expenses already paid.

**L. Non-discrimination**

The CONSULTANT represents and warrants that it has an Affirmative Action program and agrees that it shall engage in lawful employment practices related to the Project. The CONSULTANT shall fully comply with all applicable federal and state laws of nondiscrimination and equal opportunity laws, orders and regulations, specifically meaning that the CONSULTANT will not engage in discrimination or harassment against any person, including its employees or subcontractors, because of race, sex, color, religion, national origin, ancestry, age, mental status, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

**M. Extra Work**

If agreed in writing by the CLIENT and CONSULTANT, the CONSULTANT will be available to furnish, or obtain from others, "Extra Work." "Extra Work", is defined as extra work or extended services required of the CONSULTANT in any of the following scenarios:

1. Changes in the general scope or timing of the Project, including, but not limited to: changes in size, complexity or character of the work items; acceleration of the work schedule involving services beyond normal working hours; non-delivery of any materials, data, or other information from the CLIENT that is not within the reasonable control of the CONSULTANT.
2. Prolonged administration of the Project services specified in this AGREEMENT caused by acts or omissions of the CLIENT, that are not Timely, and through no fault of the CONSULTANT.
3. Attendance at additional Meetings by the CONSULTANT beyond those contemplated or specified in this AGREEMENT.

4. Other additional services, requested and agreed to by the CLIENT and CONSULTANT that are not otherwise contemplated or specified in this AGREEMENT.

The compensation and schedule for completing Extra Work authorized by the CLIENT must comport with the provisions of Article E (Changes) of this AGREEMENT. However, the hourly rate in effect at the time of any change authorizing Extra Work will continue to be in effect for such Extra Work.

**N. Entire Agreement**

This AGREEMENT, including referenced attachments, contains the entire agreement of the parties. The AGREEMENT may not be changed except by written amendment executed by the parties to this AGREEMENT.

**O. Client Representative to Consultant**

The CLIENT designates Rick Boehm (or his designee or successor), to act as its Representative under this AGREEMENT. The Representative has authority to transmit instructions, receive information, interpret and define CLIENT's policies (unless such decisions or policies require the input or decision of the Village Council or other Village commission or committee) and provide the required Timely instructions, information or interpretations of the AGREEMENT, until such time as the CLIENT advises the CONSULTANT in writing that the Representative's authority has been revoked. The CONSULTANT designates John A. Houseal (or his designee), as the CONSULTANT's representative to the CLIENT.

**P. Conflict of Interest**

The CONSULTANT certifies that to the best of its knowledge no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the AGREEMENT.

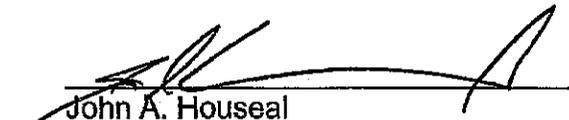
**Q. Indemnifications**

CLIENT agrees to defend, indemnify, and hold CONSULTANT, its consultants, agents, and employees harmless from any and all claims or liability, other than those caused by the acts, errors, omissions or negligence of CONSULTANT, that result from or relate to the Project. Reciprocally, CONSULTANT agrees to defend, indemnify, and hold CLIENT, its elected officials, officers, employees, and agents harmless from any and all claims or liability, other than those caused by the acts, errors, omissions or negligence of the CLIENT, that result from or relate to the Project. In defense of any such claim, CLIENT retains its right to choice of counsel.

IN WITNESS WHEREOF, the VILLAGE OF PALOS PARK and the HOUSEAL LAVIGNE ASSOCIATES, LLC have entered into and executed this AGREEMENT on the date and year first above written.

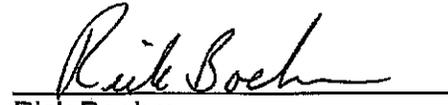
CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC.

  
\_\_\_\_\_  
John A. Houseal  
Principal

CLIENT:

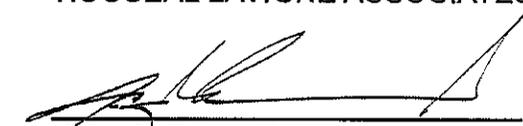
THE VILLAGE OF PALOS PARK

  
\_\_\_\_\_  
Rick Boehm  
Village Manager

AMENDED SEPT. 14, 2020

CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC

  
\_\_\_\_\_  
John A. Houseal  
Principal

CLIENT:

THE VILLAGE OF PALOS PARK

  
\_\_\_\_\_  
Rick Boehm  
Village Manager

## **ATTACHMENT A**

### **SECTION 1**

Whereas the scope of services will be undertaken by the CONSULTANT, it is understood and agreed that the CLIENT will provide the following assistance to the CONSULTANT:

1. The CLIENT, with the CONSULTANT's assistance, will schedule and arrange and provide notices for all meetings and workshops including contacting agencies, groups and individuals to be invited to meetings.
2. The CLIENT, with the CONSULTANT'S assistance, will collect and compile previously prepared and available reports, Projects, studies, maps and other data owned or in control of the CLIENT that might be useful in the assignment.
3. The CLIENT will provide to the CONSULTANT an up-to-date base map (electronic and hard copy) for the study area including GIS files and information.

### **SECTION 2**

#### **DEFINITION:**

For the purposes of this Section 2 of Attachment A to the AGREEMENT, the term "we" or "our" refer to the CONSULTANT, with the advice or consultation of the CLIENT where appropriate.

#### **SCOPE OF WORK**

We have divided Project steps and tasks into three (3) sequential phases, including a comprehensive market study, land use plan and design guidelines framework, and PUD ordinance update.

#### **Phase 1: Market Study**

It is imperative that the Western Growth Area Master Plan be grounded in the real estate market and economic realities. A firm understanding of existing market conditions and the Village of Palos Park's (the "Village") position within competitive environment will help to establish the foundation for the Village's land use planning and development decision-making. Market studies will assist in determining the trends, supply, demand, and potential for residential, commercial, industrial, and hotel uses, as different areas of the Western Growth Area are considered for redevelopment.

## **Step 1.1: Market area definitions**

In the first step of the market study, we will define market areas for residential, commercial, industrial, and hotel uses and conduct demographic analyses that will serve as the foundation of our assessment of market demand for these uses.

### **1.1a Define market areas**

We will define primary and secondary market areas for each of the land uses being analyzed as part of the market study. These market areas will assist in determining future demand for product in the Western Growth Area and help inform the inventory of competitive supply.

### **1.1b Demographic analysis**

Using data from the U.S. Census and Esri (a nationally recognized provider of demographic data), we will prepare an analysis of existing conditions and trends within the Village and larger market areas. This analysis will highlight socioeconomic data, including households by age and income, race and ethnicity, shifts in population and households, consumer expenditure data, employment, among other metrics. This demographic data will inform the assessment of short-, mid-, and long-term market potential.

## **Step 1.2: Analysis of supply and demand**

In this step of the market study, we will analyze market area demand and inventory the competitive supply for residential, commercial, industrial, and hotel uses. We will then reconcile supply and demand factors and calculate capture, penetration, and absorption rates, where applicable.

### **1.2a Residential analysis**

We will use demographic trends and Projections to identify anticipated housing needs including market-rate (for-sale and rental), affordable, and senior housing products. We will gather additional information regarding existing housing stock and residential development activity (including pricing, volume, and absorption) in the Village and surrounding region.

The analysis will outline residential market needs and potential by product type (e.g., single-family homes, condominiums, townhomes, and rental apartments) as derived from the cumulative effect of local and regional socioeconomic trends. We will focus this analysis on quality of housing, density, price points, and rental rates. Our examination of potential housing options and alternatives will include:

- **Single-family.** Opportunities to introduce new single-family housing development that capitalizes on the on the availability of large tracts of land will be explored.

- **Multifamily.** We will inventory existing attached multifamily product in the market to assess availability by unit type, price, location, condition, access to transit and amenities, and other criteria. In coordination with the land use plan, we will examine the potential for mixed-use and standalone, higher-density housing.
- **Senior housing.** Communities must plan for an aging population. In addition to providing options for seniors, the ability for residents to “age in place” is extremely important to a community’s overall quality of life. We will assess the quality, condition, price, affordability, and other criteria of existing senior product in the local market, including assisted living facilities.

As with other segments of the market, our residential analysis will consider the potential impact of regional influences and development on the demand for new housing.

### **1.2b Retail and restaurant analysis**

Our retail and restaurant analysis will combine demographic trends with an analysis of retail supply and demand trends, including a formal retail gap analysis. We will conduct an inventory of existing retail and restaurant supply and document any proposed development in the market area to better quantify the competitive environment.

In addition to gathering information and analyzing trends of market dynamics, we will evaluate the suitability and compatibility of existing uses and assess physical characteristics, including access, exposure, and other related elements that may impact opportunities for future development. We will prepare a development matrix that highlights site requirements for specific categories and uses that will allow Village staff to more easily assesses the appropriateness of development by site and location.

### **1.2c Office and industrial analysis**

The office and industrial market assessment will include an examination of trends in vacancy, rents, and absorption data for these and related uses. Our assessment will include a profile of existing uses and an examination of the Western Growth Area’s competitive position. Potential influences on demand for additional space will be identified, including access to major roadways, infrastructure conditions, access to utilities, availability of labor, and other related information.

A major component of this analysis will be the presentation of alternative scenarios based on pending and proposed development. It is imperative that the Village’s planning process and economic development strategies are not predicated on the occurrence of any single event or development. The market analysis will therefore address all potential scenarios.

### **1.2d Hotel analysis**

Based on the defined market area, we will inventory existing hotel properties and document any proposed or planned developments. We will categorize hotels by property type, total rooms, and average daily room rate (ADR). Where possible, we will

determine and document occupancy rates. Amenities such as conference centers, restaurants, and banquet facilities will also be noted.

Based on our research and analysis, we will prepare Projections of future need for hotel rooms. This will include identification of property types and locations where the hotel market is currently underserved, as well as where future demand is most likely to occur.

### **Step 1.3: Market study report**

The market study phase of the Western Growth Area Master Plan will culminate in our preparation of draft and final market study reports.

#### **1.3a Draft market study report**

Based on work completed in previous steps, we will prepare a draft market study report. The report document will include a narrative of our analysis and findings, as well as accompanying tables, charts, maps, and other exhibits that help convey important market considerations.

#### **1.3b Developer meetings**

We will arrange and facilitate meetings with representatives of the local development community to discuss the challenges and opportunities related to a mix of development types. We will reconcile our data and analysis with developer input to ensure that recommendations are in line with development realities. Additional and or separate meetings may be held, if deemed necessary.

#### **1.3c Staff coordination meeting**

We will next meet with Village staff to discuss the draft market study report. Based on feedback received at this meeting, we will prepare a final market study report that will inform the land use planning component of the Western Growth Area Master Plan.

#### **1.3d Final market study report**

Based feedback received from the Village, and supplemented by information received from local developers, we will prepare a final market study report. This report will serve as a foundation for land use and development recommendations developed in the next Project phase.

### **Phase 2: Western Growth Area Plan & Design Guidelines Framework**

In this Project phase, we will prepare a plan to guide future growth and development in newly annexed areas of the Village and develop a design guidelines framework that will influence the character of future development in the Western Growth Area. In the following, we outline work tasks associated with the preparation of the plan and guidelines.

## **Step 2.1: Issues and opportunities assessment**

We will include an assessment of existing conditions and future opportunities in the Western Growth Area, as well as specific sites within it. The issues and opportunities assessment will be informed by materials provided by the Village, feedback from community service providers, our field reconnaissance, inventories, and analyses conducted.

### **2.1a Existing land use inventory**

We will prepare a detailed existing land use map that inventories all parcels within the Western Growth Area. We will then utilize this map to identify functional land use areas, compatible and incompatible land use arrangements, and other issues related to land use and existing development conditions. We anticipate recording this land use inventory into a GIS database or shapefile for the Village's future use.

### **2.1b Transportation and infrastructure assessment**

We will **next** undertake an analysis of the existing transportation and infrastructure network within the Western Growth Area. Our analysis will encompass the existing street system, right-of-way, bike and pedestrian facilities, public transportation, and traffic to identify issues, concerns, and opportunities for transportation-related improvements. The analysis will assist with the development of recommendations that could improve access and control, as well as overall safety and efficiency within the Western Growth Area. This step will also include an assessment of the existing non-transportation related infrastructure facilities based on information provided by the Village.

### **2.1c Character/urban design assessment**

In this step, we will prepare an inventory and assessment of the various elements that collectively impart the urban design fabric and overall character of the Western Growth Area. Our inventory and assessment will include urban design, building form, streetscape, gateways, pedestrian amenities, wayfinding, and public spaces. We will place an emphasis on identifying improvements that will be needed to strengthen the overall character and appearance of the Western Growth Area.

## **Step 2.2: Draft plan**

Based on our assessment of existing conditions, identification of issues and opportunities, as well as input from the Village, we will prepare a draft Western Growth Area Master Plan. This higher-level planning exercise and document will emphasize recommendations related to future land use and development, urban design, as well as transportation and infrastructure elements. The preliminary land use plan will be highly illustrative and graphically compelling, utilizing a variety of illustrations, including maps, photographs, graphics, and 3d renderings (as determined appropriate) to provide the detail necessary to effectively communicate planning and development concepts and recommendations.

## **2.2a Preliminary plan**

We will develop a preliminary land use plan for the Western Growth Area, including recommendations related to: 1) land use and development, 2) urban design, and 3) transportation and infrastructure. Land use and development recommendations will include future land uses and may also include general “bulk” visualizations for key redevelopment opportunity sites. In addition, the preliminary land use plan will include recommendations related to urban design enhancements and multi-modal transportation, including conceptual cross-sections, bicycle and pedestrian improvements, and transit integration.

## **2.2b Staff coordination meeting**

We will next meet with Village staff to review and discuss the draft plan, and based on Village feedback, we will revise the draft framework accordingly prior to presenting to the community.

### **Step 2.3: Preliminary design guidelines framework**

In this step, we will focus on the preparation of detailed design and development guidelines for residential, commercial, and industrial development that addresses general design principles for these types of development.

## **2.3a Draft design guidelines framework**

We will prepare a draft design guidelines framework, including illustrative, photographic, and narrative components that address all aesthetic and design components that should be considered as an important element of future development in the Western Growth Area. In addition, the draft framework will address both public and private improvements and investment.

## **2.3b Staff coordination meeting**

We will meet with Village staff to review and discuss the draft design guidelines framework. Based on Village feedback, we will revise the draft framework accordingly.

## **2.3c Community open house**

To secure input from the community on the content and value of the design guidelines framework, we will be present to answer questions and receive input at a community open house event.

### **Step 2.4: Plan documents and adoption**

In this step, we will prepare a land use plan and design guidelines framework document to be included as part of the final Western Growth Area Master Plan.

#### **2.4a Draft plan and design guidelines framework to Plan Commission**

Based on the results preceding Project tasks, we will prepare a draft land use plan and design guidelines framework document for review and consideration by the Plan Commission. We anticipate presenting the draft plan at a public Meeting to be held at the Kaptur Administrative Center.

#### **2.4b Final plan and design guidelines framework**

Based on review and feedback from the Plan Commission, we will prepare a final land use plan and design guidelines framework document to be considered for adoption by the Village Council.

#### **2.4c. Final plan and design guidelines framework to Mayor and Village Council**

Finally, Houseal Lavigne Associates will present the final plan and framework document to the Mayor and Village Council for approval and adoption.

### **Phase 3: PUD Ordinance Update**

The final Project phase is intended to ensure that the Village's new PUD ordinance meets the community's needs and expectations and will serve as an effective tool to guide, review, and approve high-quality, creative, appropriate, and desirable development in the Western Growth Area. Additionally, the new ordinance will have applicability to development in other areas of the Village.

#### **Step 3.1: Analysis and best practices**

In this step, we will review the Village's existing PUD ordinance and research other ordinances for relevance and possible application to Palos Park.

##### **3.1a Assessment of existing PUD ordinance**

We will conduct a thorough review and assessment of the Village's existing PUD ordinance to identify any inefficiencies or shortcomings. This task may involve a meeting with Village staff to discuss the PUD ordinance.

##### **3.1b Identification of best practices**

We will examine PUD ordinances from the region and across the country in order to identify potential approaches or components in Palos Park. While there is no single best PUD ordinance to serve as an example, an examination of other codes will unveil how others have drafted successful codes. This examination may include calls to staff in other communities to discuss the strengths, weaknesses, usability, and effectiveness of their ordinance(s).

### **Step 3.2: Initial draft PUD ordinance**

This step will entail the preparation of an initial draft PUD ordinance and review and discussion with Village staff.

#### **3.2a Initial draft PUD ordinance**

We will prepare an initial draft PUD ordinance for staff review and discussion. The initial draft ordinance will be accompanied by a technical memo that identifies the key takeaways from meetings with the Village, analysis of the existing code, and examination of best practices. The initial draft PUD ordinance will likely include:

1. Intent and purpose,
2. General provisions,
3. Standards for review,
4. Site development allowances,
5. Procedures,
6. Application requirements,
7. Effect of approval or denial, and
8. Amendments or alterations to approved planned developments.

#### **3.2b Staff coordination meeting**

We will next conduct a meeting with Village staff to review and discuss the initial draft PUD ordinance. Based on this review and discussion, we will make appropriate revisions and or complete additional research, if deemed necessary.

### **Step 3.3: Revised draft and final PUD ordinance**

This step will entail the preparation of a revised draft PUD ordinance, review and discussion with Village staff, and presentation of a final ordinance.

#### **3.3a Revised draft PUD ordinance**

We will prepare a revised PUD ordinance for staff review and discussion. The revised draft ordinance will incorporate all feedback from previous discussions.

#### **3.3b Staff coordination meeting**

We will conduct a meeting with Village staff to review and discuss the revised draft PUD ordinance. Based on this review and discussion, we will make appropriate revisions in preparation for presentation to the Plan Commission.

### **3.3c Plan Commission public hearing**

We will attend a public hearing by the Plan Commission to present, review, and discuss the PUD ordinance. Based on feedback received at this hearing, we will make any appropriate revisions to the PUD ordinance.

### **3.3d Village Council adoption**

Once a PUD ordinance has been recommended by the Plan Commission through its public hearing process, we will present the final ordinance to the Village Council for approval and adoption.

### **TIMING AND COST**

It is anticipated that the Western Growth Area Master Plan will be completed within **six (6) months** from the amended contract date. As of the amended contract date, the Village has paid \$85,000 to the Consultant. The cost for undertaking the remaining Scope of Work items (Steps 2.3 to 2.4c Preliminary design guidelines framework and Steps 3.2 to 3.3d DPUD Ordinance update) will be \$7,000.00, including direct expenses. The Maximum Cost for all services specified in the Scope of Work will be \$109,020.00.

## **SECTION 3**

### **HOURLY RATES**

Principal	\$175-\$205
Principal Associate	\$155-\$165
Senior Associate	\$140-\$150
Associate II	\$120-\$130
Associate I	\$105-\$115
Technical/Clerical	\$65