

RESOLUTION #2023-15

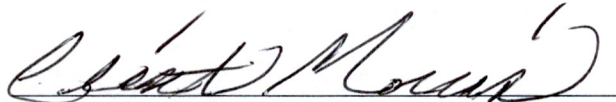
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT BETWEEN THE CITY OF BELVIDERE AND
HOUSEAL LAVIGNE ASSOCIATES, LLC
FOR CONSULTANT SERVICES RELATED
TO THE COMPREHENSIVE PLAN

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of Belvidere as follows:

1. The Agreement for Professional Services between the City of Belvidere and Houseal Lavigne Associates, LLC., attached hereto and incorporated herein by this reference (the Agreement) is approved.
2. The Mayor is authorized to execute and the Clerk to attest the Agreement.


Adopted by the City Council of the City of Belvidere, Illinois, this 1st day of May, 2023.

Approved:



Mayor

Attest:



City Clerk



(SEAL)

Ayes: Albertini, Brereton, Fleury, Frank, Freeman, McGee, Mulhall, Porter,
Prather and Snow.

Nays: None.

Absent: None.

Date Approved: May 3, 2023

**PROFESSIONAL SERVICES
AGREEMENT**

APRIL 14, 2023

BETWEEN

CITY OF BELVIDERE

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN CITY OF BELVIDERE

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

THIS AGREEMENT, made and entered into this 14th day of April, 2023, by and between HOUSEAL LAVIGNE ASSOCIATES LLC., an Illinois Limited Liability Company with principal offices at 188 W. Randolph, Suite 200, Chicago, IL 60601 (hereinafter referred to as the "CONSULTANT"), and CITY OF BELVIDERE, a municipal corporation of the State of Illinois, whose mailing address is 401 Whitney Boulevard, 61008 (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 in connection with the preparation of the Belvidere Comprehensive Plan (hereinafter referred to as the "PROJECT") and the CONSULTANT has signified its willingness to furnish technical and professional service 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; and

WHEREAS, the CLIENT is interested in hiring a CONSULTANT to assist with a project, and

WHEREAS, CONSULTANT is qualified to do business in Illinois, and

WHEREAS, The CLIENT and CONSULTANT wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

WHEREAS, CONSULTANT is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement.

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

A. Scope of CONSULTANT's Services

The CONSULTANT agrees to perform in a good and professional manner those services described in Attachment A, *Scope of Services*, Section 2, a copy of which is attached hereto and incorporated in this AGREEMENT. All documents, work papers, maps, 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 which are useful for carrying out the work on this PROJECT and which 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, the data and reports and other material as described in Attachment A, Section 1, in a timely manner. If, by reason of any fault 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, stop work on the PROJECT until such materials are provided.

C. Meetings and CONSULTANT Visits

The CONSULTANT will attend meetings as specifically identified in the *Scope of Services*, Attachment A, Section 2. A "meeting" within the body of this AGREEMENT shall mean a gathering requiring the attendance of the CONSULTANT or CONSULTANT's staff, including workshops, formal presentations, interviews, meetings with CLIENT'S staff, public meetings and workshops, and public hearings. Public meetings shall be scheduled at least seven (7) to fifteen (15) days in advance, and public hearings shall be scheduled with sufficient advance notice to comply with state and local notice

requirements. Attendance at "additional" meetings, meetings not identified in Attachment A, Section 2, *Scope of Services*, 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. When conducting "site visits" or in the community attending scheduled meetings, the CONSULTANT may informally meet with CLIENT staff to review and discuss aspects of the PROJECT. These informal CLIENT meetings with staff shall not be counted as meetings under this agreement. Throughout the PROJECT the CONSULTANT may conduct phone calls or teleconferences with CLIENT staff on an as needed basis, to maintain open communication and discuss certain aspects of the PROJECT. These phone calls and teleconferences with CLIENT staff shall not be counted as meetings under this AGREEMENT.

D. Deliverables

CONSULTANT agrees to provide products to the CLIENT as identified in Attachment A, Sections 2, *Scope of Services*. The CONSULTANT shall provide all deliverables at least five (5) days in advance of all public meetings. All deliverables become the property of the CLIENT, including all hard copies and electronic (PDF format) file copies.

E. Changes

The CLIENT may, from time to time, request changes in Attachment A, *Scope of Services*, of the services to be performed by the CONSULTANT hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon, shall be incorporated in written amendments to this AGREEMENT.

F. CONSULTANT's Compensation

The CONSULTANT shall be compensated for services rendered 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, Section 3 for the staff time devoted to the PROJECT, and for directly related project expenses. The maximum cost for CONSULTANT services under this AGREEMENT is **49,980**,

including directly related job expenses. Directly related job expenses include but are not limited to: travel (typically including airfare, mileage, car rental, staff per diem for meals and incidentals, and lodging), printing, graphic reproduction, mailing, the purchase of additional maps, plans and reports and other out-of-pocket expenses that are related to carrying out services under this AGREEMENT. Any reimbursable expenses that are not enumerated above must be identified by the CONSULTANT and approved by the CLIENT in writing.

The CONSULTANT will not exceed the "not to exceed amount" without specific written authorization from the CLIENT or an amendment to this AGREEMENT. The CONSULTANT represents and warrants that absent Extra Work, as referenced in Article M, all work to be performed under this AGREEMENT can and will be performed without exceeding the maximum compensation amount and directly related job expense amount, both set forth above.

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 directly related job expenses 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 services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this AGREEMENT, and shall, absent causes beyond the reasonable control of the CONSULTANT, be completed within 9 months of delivery of said executed AGREEMENT (Attachment A, Section 4). The completion of services by the CONSULTANT shall be, among other things, contingent upon the timely receipt of the services, data, and other reports described in Attachment A, *Scope of Services* and upon the timely conduct by the CLIENT of meetings and decisions required for its purposes in the execution of Attachment A. For the purpose of this AGREEMENT, timely shall mean that decisions and choices be made within ten (10) working days for CLIENT staff review of CONSULTANT

submittals, services, data, and reports as are delivered to the CLIENT's representative; and fifteen (15) calendar days for such decisions and choices to be made by the City Council, or other elected or appointed bodies of the CLIENT. If the CLIENT requests that CONSULTANT perform Extra Work as defined in Article M such as is not now included in Attachment A, the CONSULTANT, if agreed to by the CLIENT, 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 under this AGREEMENT, to a mutually agreed upon period of time necessary to compensate for Extra Work. Where the CLIENT and CONSULTANT mutually agree to extend the period of time to perform services under this AGREEMENT, the hourly rates may not be increased beyond those set forth in Section G. of this AGREEMENT, provided that the cause or reasons of such extension(s) are not the fault 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 in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, strikes, and unusually severe weather, but in every case, so long as the failure to perform is beyond the reasonable control and without the fault or negligence of the CONSULTANT, the CONSULTANT shall not be deemed to be in breach of this AGREEMENT.

K. Termination

The CLIENT shall have the right to terminate this AGREEMENT by written prior notice to the CONSULTANT at least five (5) working days before the specified effective date of such termination. In such event, documents and work papers prepared by the CONSULTANT under this AGREEMENT shall become the property of the CLIENT. On receipt of said documents and work papers by the CLIENT, the CONSULTANT shall receive compensation and reimbursement for the work actually performed before the date of termination, in accordance with Article F, CONSULTANT's Compensation, of this AGREEMENT, less payment for services and expenses previously paid.

L. Non-discrimination

The CONSULTANT shall engage in lawful employment practices. The CONSULTANT shall not fail, refuse to hire, discharge, or otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, or handicap unrelated to the individual's ability to perform the duties of the position.

M. Extra Work

If requested and agreed to in writing by the CLIENT and CONSULTANT, the CONSULTANT will be available to furnish, or obtain from others, Extra Work of the following types:

1. Extra work or extended services due to 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 to be furnished by the CLIENT not within the reasonable control of the CONSULTANT.
2. Additional or extended services, including PROJECT administration due to the prolongation of the period of delivery of services specified in this AGREEMENT time through no fault of the CONSULTANT.
3. Attendance at additional meetings beyond those made part of the AGREEMENT.
4. Other additional services requested and agreed to by the CLIENT and CONSULTANT, which are not otherwise provided for under this AGREEMENT.

The compensation and schedule for completing Extra Work authorized by the CLIENT shall be subject to negotiation between the CLIENT and the CONSULTANT in accordance with the provision 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 the attachments to this agreement, contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing executed by the parties to this AGREEMENT.

O. Governing Law

This AGREEMENT will be governed by and construed in accordance with the laws of the State of Illinois and within the jurisdiction of Boone County.

P. Client Representative to CONSULTANT

The CLIENT designates Gina DelRose to act as its representative with respect to the work to be performed under this AGREEMENT, and such person shall have authority to transmit instructions, receive information, interpret and define CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this AGREEMENT until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT designates John Houseal, as the CONSULTANT's representatives to the CLIENT.

Q. Employment Opportunity

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard for their race, religion, color, sex, or national origin or any other protected class. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship.

R. Indemnification

The CONSULTANT shall indemnify, defend and hold harmless the City, its officials and employees from any claim or cause of action of whatever nature arising out of any action of the CONSULTANT or its agents or employees.

S. Insurance

The CONSULTANT shall maintain a General Commercial Liability (GCL) policy of not less than \$1,000,000 per occurrence, workers compensation coverage and auto insurance coverage of statutory amounts. The City shall be named as an additional insured in all policies.

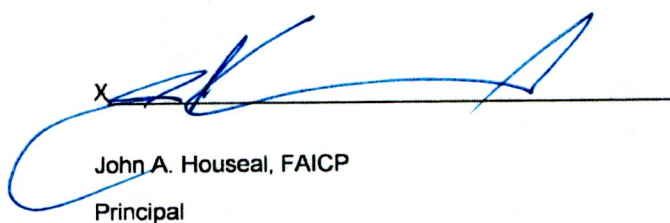
T. General Compliance with Laws

CONSULTANT agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If CONSULTANT is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

CONSULTANT:

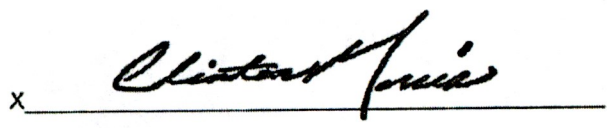
HOUSEAL LAVIGNE ASSOCIATES, LLC.

X 
John A. Houseal, FAICP
Principal

Date: 5.4.23

CLIENT:

City of Belvidere

X 
Name/Title: Mayor

Date: 5/2/23

ATTACHMENT A

SCOPE OF SERVICES and HOURLY RATES

This section describes the Scope of Services for preparing the Belvidere Comprehensive Plan for the City of Belvidere.

Section 1: CLIENT ASSISTANCE TO THE CONSULTANT

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, individuals and citizens 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 and that might be useful for the project.
3. The CLIENT will provide to the CONSULTANT an up-to-date base map (electronic and hard copy), including GIS files and information.

Section 2: **SCOPE OF SERVICES**

Houseal Lavigne recognizes the importance of using the planning process to establish community consensus and foster a sense of stewardship for the new Belvidere Comprehensive Plan that will shape the community's future over the next 20-years. Our Scope of Work ensures that City staff, residents, business owners, key stakeholders, community leaders, and elected officials are engaged throughout the planning process, helping establish a visionary, purposeful, and implementable plan to guide Belvidere's future. Our process includes the development of plan recommendations and implementation strategies that are actionable, fiscally grounded, and rooted in citizen engagement. Each step of our proposed Scope of Work is presented in detail on the following pages.

Step 1: Project Kick-off & Existing Conditions

To "kick-off" the planning process on the right foot, meetings will be conducted with key City staff, department heads, and elected officials prior to undertaking other community outreach activities. This step will include an assessment of existing conditions and the preparation of an Existing Conditions Assessment.

1a. Staff Coordination Call & Data Collection

We will host an initial coordination call with City staff to introduce the Project Team; review the Scope of Work, project timeline, and upcoming deliverables; and discuss kick-off meeting logistics. We will discuss the Monthly Progress Reports and preferred rhythm of semi-regular check-in meetings with City staff to ensure a fluid communication process throughout the planning process. Our intent is to function as a unified and integrated team alongside City staff.

During the coordination call we will discuss data needs including, but not limited to, GIS data regarding parcels, building footprints, existing land use, zoning districts and overlays, community facilities (including City owned properties, schools, parks, etc.), traffic volumes, traffic signals, transit, bike routes and trails, etc.; City branding guidelines and photos; past plans and studies; current census and permitting data to show growth and development trends; and a list of service providers with contact information.

1b. Staff Kick-Off Meeting & Study Area Tour

A kick-off meeting will be held with the City staff assigned to the Comprehensive Plan project. This first face-to-face meeting will allow us to discuss upcoming meetings and field reconnaissance. We will address any data collection issues and confirm next steps.

1c. Department Heads Meeting

Immediately following the kick-off meeting with City staff, we will host a meeting with representatives from other City departments. The Comprehensive Plan will have bearing on a wide variety of City policies and support from all City departments will be essential to plan implementation. We will work with City staff to engage other department heads throughout the process to ensure that plan recommendations are meaningful and actionable for all City departments.

1d. Joint Committee – Planning & Zoning Commission and City Council Roundtable (Mtg #1)

Before planning work begins, a project initiation meeting will be held with the Joint Committee – Planning & Zoning Commission and City Council to set the foundation for the planning process and review and discuss the overall direction and policy issues facing the community. As the community's policy makers, it is important that officials and community representatives learn more about the Comprehensive Plan process and have a chance to communicate and discuss their issues and concerns.

The purpose of this meeting will be to: (a) discuss the joint committee's role for the project; (b) review overall project objectives; (c) refine the work program for the project; and (d) establish a preliminary schedule for the project. The Joint Committee roundtable will be immediately followed by a planning exercise to solicit the views of the Joint Committee members and staff regarding their concerns and aspirations for Belvidere. This initial dialogue will inform our approach to the planning process and ensure that issues important to the City are identified on the front end.

1e. Key Stakeholder Interviews & Focus Groups (up to 12)

Key stakeholder interviews and focus group discussions allow us to gain insight into the community that we might otherwise not be able to obtain. Up to twelve confidential interviews/focus group discussions will be conducted to obtain additional information regarding local issues and opportunities. The Project Team will work with City staff and elected officials to identify those individuals or groups to be interviewed. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the community. Interviewees could include selected property owners, new or lifelong residents, local business owners, school district officials, adjacent communities, and representatives from other government agencies, institutions, and/or civic groups. The interviews and focus group discussions will be conducted in-person during scheduled visits related to other outreach events or via telephone/web meeting during a specific scheduled day for such activities.

1f. Existing Conditions Assessment

This task will include the preparation of an Existing Conditions Assessment that will serve as the foundational understanding of the issues and opportunities to be addressed in the Comprehensive Plan. The Existing Conditions Assessment will be based on issues and opportunities identified in outreach, past plans and studies, information provided by the City and partner agencies, feedback from community service providers, and reconnaissance conducted by the Project Team. We intend to move through this task efficiently, reserving project budget and resources for visioning, planning, and action.

- Relevant Past Plans & Studies (10-year Historic Preservation Plan, West Hills Neighborhood Plan)
- Demographic Profile
- Existing Land Use & Development
- Current Zoning Ordinance & Development Regulations
- Transportation
- Community Facilities & Services (includes parks and open space)
- Natural Environment

1g. Staff Review & Discussion

We will meet with City staff to review feedback gathered during this step along with the Existing Conditions Memo. We will work to ensure that substantive comments provided by City staff are addressed before moving into the plan-making phase.

Step 2: Vision Statement, Goals & Future Land Use Plan

The Comprehensive Plan needs to establish an overall "vision statement" for the future of Belvidere that can provide focus and direction with goals based on analysis and themes identified during community outreach. The vision, goals, and key recommendations will serve as the "cornerstone" of the consensus-building process and provide focus and direction for subsequent planning activities. Based on previous steps in the planning process, we will prepare the vision statement, goals, and key recommendations memo.

2a. Community Visioning Workshop

The purpose of a community visioning workshop is to allow residents and stakeholders to tell us what they think, before plans and recommendations are crafted. The Community Visioning Workshop will involve the Project Team, community staff, elected and appointed officials, community stakeholders and residents.

The workshop will begin with a group exercise where participants will work together to identify planning priorities, issues, and opportunities. Participants will then break out into small groups for a mapping exercise where they will put pen to paper and work to develop their "vision" for the future of the community. The workshop will conclude with a general agreement regarding the community's issues and opportunities, key planning themes and principles, the long-term image and identity of Belvidere, and the projects and improvements that will be desirable in the future.

2b. Vision Statement & Goals

We will synthesize all feedback received during the previous steps of the planning process and prepare a vision statement for the Belvidere Comprehensive Plan. The vision statement will be prepared using feedback from community visioning workshop, community outreach activities, community values/quality of life themes, and observations garnered from the Existing Conditions Assessment.

Based on previous steps in the planning process, we will develop the visionary community goals to provide more specific focus and direction for planning recommendations such as growth and development, economic development, land use, housing, community facilities, transportation, and community character.

2c. Key Recommendations Memo

Before the preparation of the draft Plan begins in earnest, we will prepare the Key Recommendations Memo outlining the expected recommendations for the Comprehensive Plan. The **Key Recommendations Memo**, including the **Draft Future Land Use Map**, will provide policies and recommendations for all land use areas in the Village, including residential areas and neighborhoods (including locations and strategies for multi-family), commercial/retail, mixed use, professional office and business, industrial/logistics areas, parks and recreation areas, open space, and public and semi-public uses.

The purpose of this Memo is to provide the City with a summary of key recommendations before significant resources are spent drafting the Comprehensive Plan. This task will also be used to identify any significant problems with elements of the proposed Plan. This deliverable, along with the vision and goals, will form the basis for the development of more detailed recommendations in the draft Comprehensive Plan.

2d. Staff Review & Discussion

We will meet with City staff to review the vision, goals, and the key recommendations memo. Comments provided by City staff will be integrated into the revised documents distributed to the Joint Committee for their review.

2e. Joint Committee – Planning & Zoning Commission and City Council (Mtg #2)

We will meet with and present the vision, goals, and key recommendations memo to the Joint Committee – Planning & Zoning Commission and City Council to gather feedback and input.

Step 3: Draft & Final Comprehensive Plan

Based on the previous steps in the planning process, the draft and final version of the Comprehensive Plan will be prepared for review, consideration, and adoption.

3a. Draft Comprehensive Plan Document

Based on feedback received in previous steps the Project Team will prepare the draft Comprehensive Plan document. The plan will be user-friendly, highly illustrative, and visually compelling. Concise, well-written text will be combined with attractive and easy-to-understand maps, graphics, illustrations, and photographs to effectively communicate the Plan's policies and recommendations. It is anticipated the Comprehensive Plan will contain the following elements – Introduction and Community Profile; Vision and Goals; Land Use; Transportation; Community Facilities; Natural Areas; and Implementation.

3b. Staff Review

The Project Team will submit the draft Comprehensive Plan to City staff in electronic format for final review. It is anticipated that the Comprehensive Plan will be subjected to a two- or three-stage review process with City staff. Appropriate revisions will be made prior to the Community Open House and presenting to the Planning & Zoning Commission.

3c. Community Open House – Discuss Draft Comprehensive Plan

A community open house will be held to allow residents to drop in, review the draft Comprehensive Plan, and ask questions of the Project Team and City staff. The open house format will provide an opportunity to see and learn about the City's new Comprehensive Plan before the adoption process begins. Open house presentation materials and collateral will be provided so that City staff can facilitate additional informational meetings as needed. Following the community open house, the final draft Comprehensive Plan will be prepared for the public hearing presentation and the adoption process.

3d. Final Draft Comprehensive Plan to Planning & Zoning Commission – Public Hearing

In accordance with State statutory requirements, the final draft Comprehensive Plan will be presented to the Planning & Zoning Commission at a public hearing. Based on review and discussion, and based on public feedback during the public hearing, a revised final draft Comprehensive Plan will be prepared for recommendation to the City Council.

3e. Final Draft Comprehensive Plan to City Council – For Adoption

We will present final draft Comprehensive Plan to the City Council for consideration and adoption. Presentation materials that incorporate any plan revisions will also be provided to City staff to conduct any additional adoption meetings required at the municipal level.

3f. Final Comprehensive Plan Document

Following the community open house and presentations, the Project Team will work with City staff to revise the Comprehensive Plan in response to direction given by the Planning & Zoning Commission and City Council. The Project Team will provide text and summary files (in editable PDF formats); data, spreadsheets, and survey results; and maps and associated data in ArcGIS format.

Section 3:
BUDGET & HOURLY RATES

Budget

Houseal Lavigne proposes a not to exceed amount of **\$49,980**, including directly related job expenses.

Houseal Lavigne Hourly Rates

Principal	\$230-250
Senior Project Manager	\$180
Project Manager	\$145
Planner II	\$130
Planner I	\$110
Clerical/Technical	\$85