

CITY OF BATAVIA
100 N. Island Avenue, Batavia, IL 60510
(630) 454-2000 <http://cityofbatavia.net>

Committee of the Whole Agenda

Tuesday, May 24, 2022

7:00 PM Council Chambers 1st Floor

Hybrid Meeting

To participate in the live meeting use the Webinar link below to register for the event at
Registration Link

https://cityofbatavia-net.zoom.us/webinar/register/WN_rAPPCYsYQICAe_nvRn853g. You
will need to provide your name and email address.

Residents can listen by phone to the Committee of the Whole meeting by Dialing (312) 626-6799
and use the Webinar ID **817 3282 1057**. Webinar Passcode is **084858**. Callers can ask
question by pressing *9 to raise their hand.

Questions can be asked prior to the meeting by emailing publiccomment@cityofbatavia.net. For
viewing purposes only, the meeting will be broadcast live on BATV's YouTube channel which
can be accessed at <https://www.youtube.com/user/BATV1017>.

1. Roll Call
2. Reminder: Please Speak Directly Into Microphone For BATV Recording
3. Items Removed/Added/Changed
4. Matters From The Public (For Items NOT On Agenda)
5. Presentation: Progress Update Water Treatment Plant
6. Resolution 22-058-R: Authorize Professional Services Agreement With Houseal Lavigne For
The Creation Of A New Downtown Plan (SJ 5/17/22) CED

Documents:

[RES 22-058-R HOUSEAL LAVIGNE DOWNTOWN PLAN.PDF](#)

7. Project Status
8. Other
9. Executive Session: Probable Litigation (SCB)
10. Adjournment

TO: Committee of the Whole – CED

FROM: Shannon Malik Jarmusz, AICP, Economic Development Manager

DATE: May 17, 2022

SUBJECT: Professional Services Agreement- Houseal Lavigne
City of Batavia Downtown Plan

Background

On April 26, 2002, award-winning planning firm Houseal Lavigne presented their draft proposal for professional services related to the creation of a new downtown plan for the City of Batavia. City Council prioritized a new plan following the developer's withdrawal of the One Washington Place project in order to fully study downtown and determine the highest and best direction for the area moving forward.

At that meeting, staff received the direction to move forward with negotiating the contract to engage Houseal Lavigne for the enumerated professional planning services. Attached you will find the draft contract for your consideration.

Project Budget

The initial project budget as approved for the 2022 Fiscal Year was \$120,000. At the April 26th Committee of the Whole meeting, the proposed budget exclusive of optional add-on tasks was \$128,480. There was consensus that Council would like to see the proposal include the optional Downtown Design Guidelines (\$15,000) and the optional interactive web based Downtown StoryMap feature (\$7,000) so the proposed contract has been revised and the proposed contract amount is now \$150,980.

The additional \$30,980 over the 2022 budgeted amount of \$120,000 will need to come from TIF increment and/or General Funds. There is also a possibility that the project and/or invoices for payment due may roll into the 2023 budget year and could be budgeted for in part when the process of preparing next year's budget begins. Otherwise, it would be necessary to complete a budget amendment to allocate the additional funds beyond the originally budgeted amount.

Recommended Action

Staff recommends approval of the Professional Services Agreement subject to final direction from Council on proceeding with the optional tasks and necessary budgetary adjustments.

Attachment(s):

1. Houseal Lavigne Professional Services Agreement.

**CITY OF BATAVIA
RESOLUTION 22-058-R**

**AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
WITH HOUSEAL LAVIGNE FOR THE DOWNTOWN PLAN**

WHEREAS, the City Council directed staff to initiate a downtown planning process through securing professional services from Houseal Lavigne;

WHEREAS, the City has identified the need to study the highest and best uses for this critical area of the community;

WHEREAS, the City is interested in leading a community driven visioning and planning process which will contribute to the long-term vitality of Downtown Batavia;

WHEREAS, the City views this process as an integral component of building off of past investment into downtown Batavia and identifying priorities for continuing to grow and strengthen the heart of the community as a desirable place to live, work and play;

WHEREAS, it is in the best interests of the City of Batavia to execute the agreement with the selected planning consultant, Houseal Lavigne and the firm has demonstrated they have the necessary qualifications and experience to successfully perform this work;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia, Kane & DuPage Counties, Illinois, as follows:

Section 1: That the Mayor and City Clerk are authorized to execute the contract documents with Houseal Lavigne for the City of Batavia Downtown Plan for the sum of \$150,980, inclusive of the optional add on Downtown Design Guidelines (\$15,000) and Downtown StoryMap feature (\$7,000).

PRESENTED to the City Council of the City of Batavia, Illinois, this 6th day of June 2022.

PASSED by the City Council of the City of Batavia, Illinois, this 6th day of June 2022.

APPROVED by the Mayor of the City of Batavia, Illinois, this this 6th day of June 2022.

Jeffery D. Schielke, Mayor

CITY OF BATAVIA, ILLINOIS, RESOLUTION 22-058-R

Ward	Alderman	Aye	Nay	Abstain	Absent
1	Baerren				
1	Solfa				
2	Lehman				
2	Wolff				
3	Ajazi				
3	Chanzit				
4	Connelly				
4	Malay				
5	Uher				
5	Beck				
6	Cerone				
6	Russotto				
7	Vogelsinger				
7	Miller				
Mayor	Schielke				
		AYES	NAYS	ABSTAIN	ABSENT
	TOTALS				

total holding office: Mayor and 14 Aldermen

ATTEST:

Kate Garrett, City Clerk

**PROFESSIONAL SERVICES
AGREEMENT**

JUNE 6, 2022

BETWEEN

CITY OF BATAVIA, ILLINOIS

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN CITY OF BATAVIA

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

THIS AGREEMENT, made and entered into this ____ day of _____, 20 ____, 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 Batavia, a municipal corporation of the State of Illinois whose mailing address is 100 N Island Ave, Batavia, Illinois 60510 (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 *Batavia Downtown 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 **\$150,980**,

including directly related job expenses. Directly related job expenses include, but are not limited to: travel, 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 invoices for services performed and directly related job expenses incurred on the PROJECT during the billing period. 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 12 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 Kane County.

P. Client Representative to CONSULTANT

The CLIENT designates Scott Buening 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 Nikolas Davis, 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.

U. 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: _____

CLIENT:

CITY OF BATAVIA, ILLINOIS

X _____

Name/Title: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES and HOURLY RATES

This section describes the Scope of Services for preparing the Downtown Plan for the CITY OF BATAVIA, ILLINOIS.

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**

Our Scope of Work ensures that City officials, staff, residents, property owners, and key community stakeholders are engaged in the planning process to help establish a vision and goal-oriented plan, along with actionable recommendations that will help guide future decision-making. We recommend the following seven-step process for the Batavia Downtown Plan project.

Step 1: Project Initiation

To kick-off the planning process on the right foot, meetings will be conducted with key City staff, officials, and an Advisory Committee prior to undertaking other outreach activities. After the kick-off for the planning process, our public participation activities will help foster a sense of stewardship for the Downtown Plan.

1a: City Staff Kick-off Meeting & Project Tour Area

We will meet with City staff to review the project scope, schedule, and deliverables. We will also begin the process of 1) data needs identification; 2) obtain existing plans, maps, and other documents relevant to the project; 3) discuss the formation of a Downtown Plan Advisory Committee; and 4) clarify any outstanding matters. As needed, coordination calls and meetings with City staff can be held throughout the planning process to ensure fluid communication. This meeting will also include a walking tour of the Downtown planning area with City staff to discuss issues and opportunities on site.

1b: City Department Heads & Downtown Partners Meeting

Immediately following the City Staff Kick-off Meeting, we will facilitate a meeting with the City Administrator, Director of Community & Economic Development, Economic Development Manager, Public Works Director, Main Street Executive Director, Main Street Special Events Coordinator, Chamber Director, and other Downtown partners and key representatives from the City. Downtown Plan recommendations will have bearing on a wide variety of City policies and support from all City departments will be essential for plan implementation. We will work with City staff to engage representatives from the City and Downtown partners throughout the process to ensure that the Downtown Plan recommendations are meaningful and actionable for all City departments and allied partners.

1c: Elected & Appointed Officials Roundtable Discussion/Project Introduction

We will facilitate a roundtable discussion with Batavia elected and appointed officials to introduce our team and solicit their concerns and aspirations for the Batavia Downtown Plan. As the community's policy makers, it is important that the Mayor, City Council, Plan Commission, Zoning Board of Appeals, and the Historic Preservation Commission have a chance to communicate and discuss their issues and concerns at the beginning of the process. This initial dialogue will inform our approach to the planning process and ensure that issues important to Downtown are identified on the front end. This meeting can also educate officials about the upcoming planning process.

1d: Downtown Plan Advisory Committee Project Initiation Meeting (DPAC Mtg #1)

We recommend the formation of a Downtown Plan Advisory Committee (DPAC) to provide a public face to the planning process and demonstrate a commitment on behalf of the City to seek meaningful input. The Advisory Committee should serve as a community sounding board, meeting at key points along the process to discuss issues and overall planning direction and provide feedback for consideration by the various adopting bodies. Participation in the Advisory Committee by members of the Plan Commission,

Zoning Board of Appeals, and Historic Preservation Commission will help develop champions for the plan within each body and will help ensure that the plan adoption process moves smoothly. Meetings will be conducted with the Advisory Committee at key intervals throughout the planning process.

A project initiation meeting will be held with the Downtown Plan Advisory Committee to set the foundation for the planning process and review and discuss the overall direction and policy issues facing the community. The purpose of this meeting will be to: 1) discuss the committee's role for the Downtown Plan; 2) review overall project objectives and work program; 3) discuss and confirm the boundary of the Downtown study area; 4) review the preliminary schedule for the project; 5) schedule key meetings; and 6) begin the process of identifying key stakeholders and topic-specific focus group.

Step 2: Community Engagement

We understand that a one-size-fits-all approach to community engagement is ineffective and that Downtown Batavia would benefit from an extensive and authentic outreach process. We recommend a multi-pronged approach to outreach that will be essential in engaging the community, addressing local issues, and most importantly, ensuring the inclusion of a diverse swath of the City's population. Anticipating high levels of participation from an active and engaged community, our proposed outreach process includes both traditional and web-based activities to obtain the broadest levels of participation in preparing the Downtown Master Plan. Community outreach is included throughout the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining steps.

2a: Interactive Project Website

We will design and host an interactive project website that is linked to the City's existing website. We are committed to using the internet to maximize the participation and communication between the City and its stakeholders, citizens and community leaders. An interactive project website provides a home base for information regarding the new Downtown Plan. This website will be used to promote and popularize the planning process and be used to post project schedules and meeting dates; display graphics, maps, and draft documents; address frequently asked questions; host map.social; and provide online community surveys.

2b: map.social – Interactive Web-based Issues Mapping Platform

We will feature map.social, a web-based community issues mapping tool on the interactive project website. Developed by Houseal Lavigne, this tool allows users to identify, map, and comment on geographic areas of concern and valued community amenities. map.social simplifies the mapping process and familiarizes users with all areas of the community in a manner that is intuitive, interactive, and effective. Input from users allows us to create a composite map of community issues to assist with the establishment of community goals and policies. Working with staff, we will tailor map.social with tools that allow residents and stakeholders the opportunity to map specific issues, opportunities, assets, and features unique to Downtown Batavia and surrounding neighborhoods.

2c: Online Downtown Questionnaire

We will prepare an online questionnaire for the residents and business owners in Batavia to offer their opinion on a range of Downtown-specific topics and issues. The online questionnaire will be easily accessible on the project website. At the close of the questionnaire response period, we will review and summarize results as a gauge of community priorities and issues.

2d: Key Stakeholder Interviews & Topic-Specific Focus Group Discussions (up to 12)

Key stakeholder interviews and focus group discussions allow us to obtain first-hand insight into the community from a diverse array of perspectives. Key stakeholder interviews are conducted with one to two participants. Small focus groups are made up of two to three participants gathered around a specific topic. Confidential interviews or topic-specific focus group discussions will be conducted to obtain additional information regarding issues and potentials. We will work with City staff to identify those individuals and groups to be interviewed. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the Downtown. Interviewees could include large land owners, selected property owners, new and lifelong residents, local builders and developers, local businesspersons, area not-for-profits and service providers, and representatives from other government bodies, institutions, and civic groups.

2e: Main Street Board Listening Session

This listening session will give members of the Main Street Board an opportunity to provide their valuable insight for Downtown Batavia.

2f: Business Listening Session – Ensuring a “Business Friendly” Downtown

This listening session will be targeted specifically to property owners, business owners, developers, and Batavia’s corporate citizens as an important Downtown stakeholder group. The purpose of this focus group is to establish a dialogue and obtain feedback from those members of the business community that have a unique insight and perspective and whose assistance and involvement is crucial to the Downtown Plan’s ultimate success.

Step 3: Planning Influences & Downtown Profile Memo

This step provides an assessment of the existing conditions and influencing factors in Downtown Batavia. The results of this analysis will be presented in the Downtown Profile Memorandum.

3a: Downtown Profile Memorandum/Presentation

This step will include an inventory, review, and assessment of existing conditions within Downtown Batavia. It will be based on issues and opportunities identified in outreach, existing land use and transportation data, demographic snapshots, recent past plans and studies, information provided by the City and partner agencies, feedback from community service providers, and reconnaissance. The intent of this step is to provide a foundational understanding of Downtown Batavia. It is our intent to move through this step efficiently, reserving project budget and resources for visioning, planning, and action.

The Downtown Profile Memorandum will include summaries and/or assessments of Community Engagement; Downtown History; Past Plans & Studies; Demographic Snapshot; Existing Land Use & Development; Current Zoning Ordinance & Development Regulations; Transportation & Parking; Community Facilities (Public/Semi-Public, Parks, Open Space); Historic Preservation; Riverfront & Natural Features; Streetscape, and Downtown Character

3b: City Staff Review & Discussion

We will facilitate a meeting with City Staff to present and discuss the Downtown Profile Memorandum. We will also work to ensure that substantive comments provided by City staff are integrated into the draft Downtown Plan.

3c: Downtown Plan Advisory Committee Meeting (DPAC Mtg #2)

We will present the Downtown Profile Memorandum to the Advisory Committee to gather feedback and input. The objective of the meeting is to reach agreement on specific issues and concerns to be addressed moving forward as we begin development of the Downtown Plan.

Step 4: Vision, Goals & Functional Land Uses

This step includes the preparation of the Vision, Goals, and Functional Land Use Areas. These deliverables are intended to serve as interim deliverables to present data and information gathered throughout the previous tasks.

4a: Downtown Visioning Workshop (Event #1)

The purpose of the Downtown Visioning Workshop is to allow stakeholders, citizens, and community leaders to tell us what they think before plans and recommendations are crafted. The Downtown Visioning Workshop will involve our team, City staff, the Advisory Committee, and members of the community. Participants will work together to develop their vision for the future of the community. The workshop will conclude with general agreement regarding the long-term role and character of Downtown Batavia and the projects and improvements that will be desirable in the future.

4b: Vision & Goals

This step will serve to craft the overall “vision and goals” for Downtown Batavia. The vision will provide focus and direction for subsequent planning activities and serve as the “cornerstone” of the consensus building process. The goals will be broad and long-range, and represent an end to be sought. This step will be based on the feedback from the community outreach activities, input from City staff and key stakeholders, feedback from the Downtown Visioning Workshop, and observations from our team.

4c: Functional Land Use Areas

The Functional Land Use Areas will include recommendations and policies for all land use areas in the Downtown study area, including commercial districts, residential areas, open space, areas of natural environment, and public and quasi-public uses. The Functional Land Use Areas will identify and address a range of land use topics such as desired development patterns, new commercial and residential growth areas, land use compatibility issues and mitigation strategies, historic preservation, downtown revitalization strategies, targeted infill and redevelopment opportunities, and transitions to surrounding neighborhoods.

4d: City Staff Review & Discussion

We will facilitate a web meeting with City Staff to present and discuss the Visions, Goals, and Functional Land Use Areas. We will also work to ensure that substantive comments provided by City staff are integrated into the draft Downtown Plan.

4e: Downtown Plan Advisory Committee Meeting (DPAC Mtg #3)

We will present the Visions, Goals, and Functional Land Use Areas to the Advisory Committee to gather feedback and input. The objective of the meeting is to reach agreement on specific issues and concerns to be addressed moving forward as we begin development of the Downtown Plan.

4f: Elected & Appointed Officials Presentation

We will facilitate a joint meeting to present the 1) Downtown Profile Memorandum, 2) Visions and Goals, and 3) Functional Land Use Areas to Batavia elected and appointed officials to gather feedback and input. The objective of the meeting is to provide the Mayor, City Council, Plan Commission, Zoning Board

of Appeals, and the Historic Preservation Commission with an update on specific issues and concerns to be addressed moving forward as the we begin to develop the draft Downtown Plan.

Step 5: Downtown Frameworks

This step will entail the preparation of frameworks and recommendations for key topic areas in Downtown. Collectively, the following frameworks will identify trends that should be considered in planning for the future and address issues identified by the community, City staff, and stakeholders.

5a: Draft Downtown Frameworks

This step will entail the preparation of draft Downtown Plan Frameworks that serve as initial sections for the Draft Downtown Plan. Each framework will be highly illustrative and graphically 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. The following frameworks will be prepared:

- Land Use and Functional Subareas Framework
- Redevelopment Opportunities & Catalyst Sites Framework (includes 3D models)
- Transportation & Parking Framework (incorporate Active Transportation Plan recommendations)
- Pedestrian Mobility & Connectivity Framework
- Streetscape & Public Realm Framework
- Natural Environment & Riverfront Activation Framework (incorporate Riverfront Master Plan recommendations)

5b: City Staff Review & Discussion

We will conduct meetings with City Staff focusing on the draft Downtown Plan Frameworks. We will conduct up to three meetings with City staff to discuss preliminary policies, plan recommendations, and initial maps and graphics.

5c: Draft Downtown Plan Framework Advisory Committee Meeting (DPAC Mtg #4)

A meeting will be conducted to review and reach agreement on the draft Downtown Plan Frameworks with the DPAC. Based on feedback from the DPAC, appropriate revisions will be made to draft Downtown Plan Frameworks.

5d: Community Open House (Event #2)

A community open house will be held to allow residents to drop in, review the draft Downtown Plan Frameworks, and ask questions to the members of our team and City staff. The Open House format provides an opportunity to see and learn about the City's draft Downtown Plan Frameworks before the Draft Plan is prepared.

Step 6: Draft Downtown Plan

This step includes the preparation of the Implementation Framework, Regulatory Strategies Framework, and the Draft Downtown Plan.

6a: Implementation Framework

This step will provide the recommendations and actions to assist the City in implementing the Downtown Plan. The Implementation Framework will provide specific actions required to carry out the vision and goals established for the Downtown Plan, including recommendations regarding updates to City

ordinances including zoning and other regulations, identify a list of priority projects and redevelopment sites, timeline for implementation, potential funding mechanisms, as well as general Plan administration and follow-up. The Implementation Framework will provide details necessary for the City to track the Plan's progress and effectiveness and maximize its usefulness as a tool to achieve the Downtown Plan's vision and goals.

6b: Downtown Design Guidelines

This step will include updating the Downtown Design Guidelines focused on promoting high quality and compatible building improvements and new developments. The Design Guidelines will address building placement and orientation; building scale, bulk, and proportion; architectural style; building materials; doors and entrances; windows; yards and buffers; building forms and rooflines; awnings and canopies; lighting; signs; landscaping and screening; and parking lots and garages. Recommendations will reflect the community's needs and desires, as well as supplement the City's Zoning Code and development standards.

6c: Regulatory Strategies Framework

Based on all work completed in previous steps in the planning process, a detailed regulatory strategies framework will be created that identifies specific sections of the City's Zoning Code and Downtown Historic District that should be amended in order to facilitate the recommendations of the Downtown Plan. All appropriate regulatory components will be addressed including height, setback, uses, special uses, permitted uses, design standards, overlay and district boundaries, and development procedures and processes. A Form-Based Code applicability assessment can also be prepared as part of this step. The regulatory strategies framework will provide the specificity necessary to allow the City to immediately amend the zoning ordinance upon adoption of the Downtown Plan.

6d: Draft Downtown Plan

Based on the work prepared in the previous steps, a Draft Downtown Plan document will be prepared for City staff and Advisory Committee review.

6e: Staff Review of Draft Downtown Plan

Prior to presenting the draft plan to the Advisory Committee, the plan will be distributed to staff for review. The Plan will be modified based on staff review before presentation to the Advisory Committee.

6f: Downtown Plan Advisory Committee Working Session (DPAC Mtg #5)

A meeting will be conducted with the Advisory Committee to review and reach agreement on the draft Downtown Plan before proceeding to the development of the final Downtown Plan document. Appropriate revisions to the draft Plan will be made based on feedback from the Advisory Committee.

Step 7: Final Downtown Plan & Adoption

Based on the previous tasks in the planning process, the draft version of the Final Downtown Plan will be prepared and presented for review and adoption.

7a: Community Presentation & Open House (Event #3)

A community open house will be held to allow residents to drop in, review the draft Downtown Plan, and ask questions to the members of our team and City staff. Following the community open house, the final Downtown Plan will be prepared for review by the City Council, marking the beginning of the adoption process.

7b: Draft Downtown Plan to the Plan Commission and Zoning Board of Appeals (Public Hearing)

The final Downtown Plan will be presented to the Plan Commission and Zoning Board of Appeals at a public hearing. Based on feedback collected during this meeting and during the community open house, a final Downtown Plan will be prepared for City Council consideration and adoption.

7c: Final Downtown Plan to the City Council

The final Downtown Plan will be presented 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. At the conclusion of the project, all background information and GIS data compiled during the planning process will be forwarded to City staff.

7d: Downtown StoryMap (Interactive Web Based Plan)

This step will leverage ArcGIS Online StoryMap to create an “app”, providing a fully interactive version of the Downtown Plan. Combined with photos, text, websites, and other media, ArcGIS Online will power interactive maps that can be queried and explored, providing an engaging, “digital” comprehensive plan. Plan content will be interwoven with attractive maps, visuals, and interactive content that simplifies navigation between related, cross-referenced components of the Downtown Plan. This step will take place after the Downtown Plan is adopted.

Section 3: **BUDGET & HOURLY RATES**

Budget

Houseal Lavigne proposes a not to exceed amount of **\$150,980**, including directly related job expenses.

Estimated Project Budget

Steps	Cost
Step 1: Project Initiation	\$8,040
Step 2: Community Engagement	\$10,240
Step 3: Planning Influences & Downtown Profile Memo	\$15,830
Step 4: Vision, Goals & Functional Land Uses	\$19,140
Step 5: Downtown Frameworks	\$31,340
Step 6: Draft Downtown Plan	\$45,000
Step 7: Final Downtown Plan & Adoption	\$18,890
Professional Fees	\$148,480
Direct Expenses	\$2,500
Total Contract Amount	\$150,980

**Excluding open house costs for boards and materials.*

Hourly Rates

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