

RESOLUTION 32-2021

VILLAGE OF GILBERTS

A RESOLUTION APPROVING AN AGREEMENT WITH TESKA ASSOCIATES FOR THE DEVELOPMENT OF A COMPREHENSIVE PLAN IN AN AMOUNT NOT-TO-EXCEED \$65,000

WHEREAS, the Village of Gilberts ("*Village*") previously adopted a Comprehensive Plan in 2003; and

WHEREAS, the Village has determined that it is necessary and in the best interests of the health, safety, and welfare of the Village and its residents to develop a new Comprehensive Plan; and

WHEREAS, the Village desires to engage Teska Associates, Inc., for assistance in the development of a new Comprehensive Plan pursuant to the terms and conditions set forth in the Agreement attached to this Resolution as Exhibit A.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby approves the Agreement and authorizes the Village Administrator to execute the Agreement and such other documents as are necessary.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 7 day of Dec. 2021.

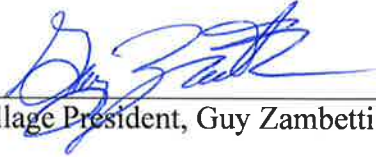
	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClercq	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Dan Corbett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Justin Redfield	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Jeanne Allen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Lou Hacker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee Brandon Coats
President Guy Zambetti

✓

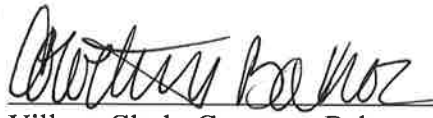
APPROVED THIS 4 DAY OF DEC, 2021





Village President, Guy Zambetti

ATTEST:



Village Clerk, Courtney Baker

AGREEMENT BETWEEN
VILLAGE OF GILBERTS
AND
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this _____ day of December 2021 by and between the Village of Gilberts, Kane County, Illinois an Illinois Municipal Corporation with offices at 87 Galligan Road, Gilberts, IL 60136, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with preparing a new Comprehensive Plan for Village of Gilberts, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

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

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates Brian Bourdeau, Village Administrator 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 the 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 shall assign Michael Blue, Principal with respect to the work to be performed under this agreement.

C. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly-related expenses such as travel (including use of automobiles at \$0.56 per mile, tolls, reproduction, subcontractors, etc.). The billing rates for professional staff are:

Michael Blue	\$160/hour
Other Principals	\$130 -- \$190/hour
Senior Associates	\$115 - \$125/hour
Associates	\$100 -- \$110/hour

Based upon the Scope of Services in Attachment A, the maximum compensation for this project will not exceed \$65,000. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly.

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through March 31, 2022.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) 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 the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of competent jurisdiction in the State of Illinois.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$1,000,000

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

CONSULTANT:
TESKA ASSOCIATES, INC.

CLIENT:
VILLAGE OF GILBERTS

BY: _____
Lee Brown, FAICP
Principal

BY: _____

Date: _____

Date: _____

ATTACHMENT A
Village of Gilberts
Comprehensive Plan - Scope of Services

PHASE 1: ASSESS COMMUNITY CONDITIONS

The first phase of the Gilberts Comprehensive Plan focuses on data collection and analysis.

Task 1.1 Kick Off Meetings

Meeting with Staff: Village Staff and consultant will meet to initiate the project. Scope, status of current or recent development proposals, available data collection sources, etc. will be reviewed. Public input elements anticipated for the work program and how best to apply them to Gilberts will be reviewed. The planning area – the Village’s jurisdictional boundary – will be defined and key issues there reviewed. As part of the project initiation meeting, a tour of the community would be conducted with staff to review the physical layout and characteristics of the Village.

Meeting with Comprehensive Plan Steering Committee: The consultant will lead a project kick-off meeting with the Comprehensive Plan Steering Committee (to be selected by the Village). At the meeting, the work program, process schedule and project objectives will be reviewed. The primary purpose of the meeting will be to engage the group in a discussion about the Village’s past, present and future. An interactive approach will be used to encourage participants to share their perspectives and think in terms of the Village’s present needs and future opportunities.

Task 1.2 Community Conditions Analysis

Existing conditions will be compiled into maps, graphics and tables as appropriate. We will also review existing Village planning and policy documents, so the new plan builds on previous efforts. To the extent it is available, Village, County, and CMAP sources will be used to secure information efficiently.

Land Use and Zoning

We will collect and review existing land uses and related background data / information within the Village and its planning area. Key corridors and subareas will be a focus of this data collection to support updating those plan elements. The consultant will review the Village’s zoning ordinance to understand the extent to which the code standards and review processes support development in the area. Open space and environmental characteristics of the Village will be inventoried as part of this step, with an eye toward understanding not just their location but how they are used by the community.

Demographics, Markets and Housing

Foundational demographic data will be collected and evaluated to understand the composition of the Village’s residents, housing types, housing tenure, etc. Data on existing market conditions will be collected and incorporated into the analysis.

Transportation and Community Facilities

The transportation network in and through Gilberts will be evaluated to understand how well it serves the Village today and supports future development objectives. This will include consideration of travel by vehicle, bike, on foot, and public transportation. Relevant information will be summarized in map and tables.

Community facilities of the Village and planning area will be mapped; their current utilization and any plans for modifications will be noted. The Village's Engineer will be consulted to understand how infrastructure capacity may impact planning and future development, as well as planned, anticipated and needed network improvements.

TASK 1.4 Community Conditions Presentation

Findings of the existing conditions analysis will be summarized in a Community Conditions presentation, which will include visuals, photos, and information graphics to ensure that it is interesting and informative for the public.

The Community Conditions findings will be presented to the Steering Committee. The presentation will share the "snapshot" taken of the community developed during the data collection and initial public engagement tasks. Insights gained from initial public engagement tasks (described below as Phase 2) will be incorporated into the findings. The Steering Committee will be asked to provide their insights regarding the extent to which the summary clearly defines the Village today. This discussion and the public input tasks will ensure that the plan is built not just on technical information, but a true local understanding of the community, its strengths, and its opportunities.

Task 1.5 Village Board Update

The consultant will attend a Village Board meeting to provide an update of progress on the Comprehensive Plan. At its discretion, the Village may wish to invite other groups (such as the Plan Commission) to attend the update.

Deliverables

- 1) A Communications Plan detailing how the public engagement tasks are to be conducted will be provided after the project kick off meeting with staff.
- 2) A Community Conditions presentation will be prepared and provided to the Village summarizing findings of this phase. A draft of the presentation will be provided to Village staff for review. An electronic copy of the presentation will be provided to the Village and posted on the project website.

PHASE 2: PUBLIC ENGAGEMENT

Each of the public engagement tools listed below will be used in preparing the Comprehensive Plan. Specifics of their application will be developed jointly with the Village and spelled out in a Communications Plan memorandum in Phase 1.

Task 2.1 Key Person Interviews

Group meetings will be held with stakeholders to gather their perspectives regarding the existing characteristics of the Village, desired future developments, and any challenges that may need to

be overcome. Stakeholders (typically around 20 people) will be determined jointly between the Village and consultant and would include residents, elected officials, community leaders, property and business owners, representatives of other taxing jurisdictions, etc. We will plan to conduct stakeholder meetings in the Village and over two days to be convenient for participants. A meeting with Village staff also will be held to clearly understand issues related to community services and facilities. In the event that State or Village Covid protocols require, interviews will be conducted by phone or Zoom.

Task 2.2 Focus Groups

Focus groups delve deeper into specific issues or test ideas that are identified through the survey or other engagement tasks. Two groups will be conducted to better understand how people see the Village and its future. Common focus groups are business or property owners, representatives of other taxing jurisdictions, members of community groups, or students. The composition of focus groups will be determined jointly by the Village and consultant.

Task 2.3 Website

Teska will set up and maintain a dynamic, project website at the onset of the planning process, providing the community with an online forum to share and opine on ideas, upload photos, submit comments and questions, participate in online quick polls, and monitor the overall progress of the project (news updates, etc.). The website will integrate an email follow feature so that residents and stakeholders can opt-in to receive email alerts when new items, workshop highlights, documents, and information has been posted. The website will be optimized to be viewable on mobile devices.

Task 2.4 Local Event Pop Ups

As part of the outreach program, we will attend up to two local events, such as farmer's markets, to ask people to share ideas about their community. In this way, we don't just wait for residents to participate at a meeting or on the website, we meet them where they gather as a community and ask their opinions about the Village's future. This is an effective and fun outreach step.

Task 2.5 Survey

One community survey, hosted on the website, will be conducted. The survey will be used to consider broad questions of goals and expectations of the community, as well as address specific questions related to plan elements like transportation, shopping patterns, and notions of community character.

Task 2.6 Outreach Toolbox

Letting the community know about the plan and securing their participation requires active outreach. We use a range of techniques to inform the community of the project, workshops, opportunities for sharing comments, etc. As part of developing the Communications Plan, we'll work with the Village to determine how to best use engagement tools and tasks. A sampling of elements of Teska's Outreach Toolbox include:

- Quick Polls / Survey
- Project Cards (marketing the website)
- Print Materials (posters, brochure, village newsletter articles)
- Sign-Up Form to Follow the Website (emails updates to those requesting them)

Deliverables

- 1) Project Website
- 2) Community Survey
- 3) Community Outreach Tools (as needed)

PHASE 3: A VISION FOR GILBERTS

The consultant will facilitate a workshop to engage the community and Steering Committee in developing community goals for the future. Public input will be combined with existing conditions information to define a vision and goals for Gilberts.

Task 3.1 Community Workshop:

This interactive event will be led by Teska Associates and involve citizens and stakeholders in sharing community history, common interests, understanding of how people enjoy Gilberts, and their hopes for the Village's future.

The open house will be organized around a series of activities to help people consider and share ideas – and will include a presentation of the Existing Conditions Report. Input tools for workshops may include exercises like asking participants to draw concerns on area maps, draft “letters to the Mayor,” complete vision statement “mad-libs,” and use planning blocks to show development patterns. Which of these approaches to include will be determined jointly by Teska and Village.

The session also will include a mapping exercise in which participants work in small groups on a hands-on community mapping exercise that focuses on the future of Gilberts. Participants will have the opportunity to map their ideas and concepts for the future of the Village on a base map using graphic tools provided. The exercise will focus on the subareas, as well as key issues such as community connectivity and transportation accessibility (bike, pedestrian, transit), public facilities (civic, cultural, educational, recreation), environmental, and commercial, employment and housing development.

Task 3.2 Draft Goals, Objectives and Vision

Based on input from the open house and other plan elements, Teska Associates, in coordination with Village Staff, will prepare goals and objectives, and a preliminary vision statement for Steering Committee consideration.

Task 3.3 Steering Committee Meeting

Teska will facilitate a meeting of the Steering Committee to review and establish consensus on the community vision and goals and objectives. The results of this meeting, the draft vision, goals, and objectives, will be useful in considering policy and program questions that come up as the plan is drafted. The consensus vision becomes a valuable way to focus the plan and those working on recommendations for implementation.

Deliverables

- 1) A summary of the Community Workshop and public engagement will be prepared, provided to the Village in an electronic copy, and posted to the website.

2) Draft vision statement, goals, and objectives as determined by the Steering Committee will be provided in electronic form and posted to the website.

PHASE 4: LAND USE AND SUBAREA PLANS

The consultant will develop subarea plans based community goals and vision, current market factors, relevant existing conditions and influences, and any applicable previous planning for the areas.

Task 4.1 Future Land Use Map

The consultant will prepare a draft future land use map for the Village and its extraterritorial planning area.

Task 4.2 Prepare Draft Subarea Plan

The consultant will prepare draft subarea plans and review / refine them in a workshop with Village staff for consideration by the Steering Committee. Draft subarea concept plans would be prepared for:

1. Route 72 between the railroad line and eastern boundary of the Village, with a focus on the intersection of Route 72 and Tyrrell Road.
2. Route 72 between the I-90 and the west end of the Village's planning jurisdiction (1.5 miles), with a focus on the intersection of Route 72 and Big Timber Road.
3. The unincorporated area at the southwest quadrant of Galligan and Huntley Roads.

The subareas plans will depict: future land use, existing and proposed roadways, possible roadway access points, urban design needs, and development policies for the areas. The focus of these concept plans is to define the type of future development appropriate for each area and how that development fits into the nearby trend of development. Determinations about appropriate land use would be developed based on market conditions, Village goals, economic development potential and trend of development.

Task 4.3 Steering Committee Review

The draft future land use map and subarea plans will be consolidated into a memorandum format and presented to the Steering Committee to secure their input on the plans. Based on consensus of the Committee, the land use and subarea plans will be refined and posted to the website for community comment.

Task 4.4 Village Board Update

The consultant will attend a Village Board meeting to provide an update of progress on the Comprehensive Plan. At its discretions, the Village may wish to invite other groups (such as the Plan Commission) to attend the update.

Deliverables

- 1) Draft Future Land Use Plan presented in a Memorandum.
- 2) Draft Subarea Plans presented in a Memorandum.

PHASE 5: DRAFT PLAN AND ADOPTION

Based on previous tasks, the consultant will prepare a draft comprehensive plan.

Task 5.1 Prepare Review Draft of the Comprehensive Plan

The plan document will be prepared with recommendations on topics considered throughout the plan process. Graphics and tabular data will be highlighted as tools to present the plans findings and recommendations. A draft of the plan will be provided to staff for review and comment. The plan's final table of contents and format will be determined at the time of drafting, but will include the topics shown below.

Land Use and Community Character

The plan will provide recommendations related to land use and potential site redevelopment designs, along corridors and subareas in the planning area. Recommendations will include open space and environmental aspects of the Village. Combined with plans for transportation, particularly those related to walking and biking, this aspect of the plan touches on ways to support an active and healthy community. Recommendations may include streetscape elements such as signage, landscaping, wayfinding lighting, parkways, public art, commercial design guidelines, and pedestrian and bicycle amenities. The plan will include recommendations for zoning ordinance revisions that would be necessary to implement the comprehensive plan.

Detailed Subarea Plan

A Detailed Subarea Plan will be prepared for the focus area at the intersection of Route 72 and Tyrrell Road to include:

- Orientation of buildings and parking areas on the site,
- Square footage or unit count,
- Suggested height of possible developments,
- Opportunities for streetscape or landscape enhancements, and
- Options for development formats.

Transportation and Mobility

Recommendations for a sustainable, balanced, and connected transportation system will be developed, incorporating any existing plans. These recommendations will consider not just travel by car, but on foot, and by bike. By looking at a variety of transportation modes, the plan can consider complete street concepts that look at ensuring attentiveness to non-motorized forms of transportation.

Economic Development

The plan will provide recommendations regarding residential, retail / commercial, and industrial uses. Recommendations will be based on observed market trends and balanced against community goals to build an economic development approach that can sustain the Village. Recommendations will consider Gilberts' competitiveness in the regional economy include opportunities for future development and redevelopment, identifying unique development issues and potentials in the Village.

Community Facilities, Programs and Services

Recommendations identified through the planning process regarding community programs and services will be provided. Any opportunities for intergovernmental cooperation (such as intergovernmental agreements) or sharing of services will be noted for consideration.

Plan Implementation

Community enhancement tasks outlined in the plan will be summarized into implementation initiatives in this section of the plan. Actions will be defined and strategically prioritized as either near-term, mid-term or long-term actions. The implementation element will include projects as may relate to buildings, transportation, or public space improvements.

Task 5.2 Community Open House

A second open house will be held and include a presentation and exhibits to present draft plan findings and recommendations to the community. As with the first, this open house will be based around stations related to plan topics and invite participants to respond to preliminary findings and recommendations.

After the open house, a public comment period will be established to invite input to the plan, which will be made available to the community via the project website and other identified outlets. Staff will reach out to stakeholders in the community who have participated in the process to solicit community wide review and comment on the draft plan.

Task 5.3 Comprehensive Plan Review Draft and Steering Committee Consideration

The Review Draft of the final plan will be presented to the Steering Committee their final consideration. Based on their input, the document will be revised and prepared for public hearing. A Public Hearing draft of the plan will be distributed to the community by the Village and via the project website. Residents will be invited to share comments on the website or other written means.

Task 5.4 Public Hearing at Plan Commission

The plan will be presented by the consultant team at a Public Hearing before the Plan Commission. The Commission will be asked to consider recommending the plan for adoption by the Village Board. As necessary, the plan will be revised for adoption prior to consideration by the Village Board.

Task 5.5 Village Board Adoption

The plan will be presented by the consultant for adoption to the Village Board. In adopting the plan, the Village Board can accept it as drafted or specify changes. The plan will be amended as needed based on Village Board direction.

Deliverables

- 1) A summary of the Community Open House (electronic format)
- 2) Review Draft of Comprehensive Plan (electronic format)
- 3) Public Hearing Draft of Comprehensive Plan (electronic format)
- 4) Final Adopted Comprehensive Plan (electronic format)