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2 **BILL NO. S-19-09-04**

SPECIAL ORDINANCE NO. S-121-19

3 AN ORDINANCE approving PROFESSIONAL  
4 SERVICES AGREEMENT - CONSULTANT  
5 CONTRACT FOR THE ALLEN COUNTY/FORT  
6 WAYNE COMPREHENSIVE PLAN between  
HOUSEAL LAVIGNE ASSOCIATES, LLC, the City of  
Fort Wayne and Allen County, Indiana

7 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**  
8 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**  
9

10 **SECTION 1.** That the PROFESSIONAL SERVICES AGREEMENT -  
11 CONSULTANT CONTRACT FOR THE ALLEN COUNTY/FORT WAYNE  
12 COMPREHENSIVE PLAN by and between HOUSEAL LAVIGNE ASSOCIATES,  
13 LLC, the City of Fort Wayne and Allen County, Indiana is hereby ratified, and  
14 affirmed and approved in all respects, respectfully for:

15 Houseal Lavigne Associates, LLC will furnish technical and  
16 professional assistance in connection with the preparation of a  
17 Comprehensive Plan as described in Exhibit A, attached hereto  
18 and made a part hereof. The total contract amount will be split  
50-50 between the City and the County;

19 involving a total cost of NOT TO EXCEED SIX HUNDRED SIXTY-SEVEN  
20 THOUSAND SIXTY AND 00/100 DOLLARS - (\$667,060) - (CITY SHARE -  
21 \$333,530; COUNTY SHARE \$333,530.00). A copy of said Contract is on file with  
22 the Office of the City Clerk and made available for public inspection, according to  
23 law.  
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## Memorandum of Understanding

This Memorandum of Understanding defines the relationship between Allen County and the City of Fort Wayne, Indiana for the purposes of developing a new community Comprehensive Plan that complies with Indiana State Law.

WHEREAS, Allen County, Fort Wayne and the communities of Huntertown, Grabill, Monroeville and Woodburn adopted the Plan-it Allen Comprehensive Plan in 2007 as the first combined community comprehensive plan.

WHEREAS, on March 7<sup>th</sup>, 2019, the Governing Board of the Fort Wayne and Allen County Joint Land Use Department (Governing Board) determined after extensive review that the 2007 Comprehensive Plan has many elements that are outdated or have been accomplished and recommend the creation of a new combined community Comprehensive Plan to guide community decision making.

WHEREAS, Allen County and Fort Wayne, by action of the Governing Board on March 7<sup>th</sup>, 2019 have agreed that consulting services are required to complete the plan and that the contract for consulting services shall be entered into between Allen County and Fort Wayne and the selected consultant.

NOW THEREFORE, Allen County Department of Planning Services (DPS) and the Fort Wayne Community Development Division (CDD) agree that successful advancement of work on a new comprehensive plan requires clear definition of roles and responsibilities between Allen County and Fort Wayne in managing the consultant contract, the work of the consultant to complete a new comprehensive plan and the plan adoption process.

IT IS FURTHER AGREED that the roles and responsibilities are as follows:

### 1. Contract Administration

The project contract shall be executed by duly authorized representatives of the Allen County Commissioners and the Fort Wayne Mayor's Office. Any contract issues shall be resolved by joint agreement by those two offices, with input from staff and the Governing Board.

### 2. Project Oversight

- a. This is a cooperative effort that will be managed by two project managers, one from the Allen County DPS and one from the Fort Wayne CDD assisted by a project staff team with members of Allen County DPS and Fort Wayne CDD.
- b. The Governing Board will participate in the consultant selection process and act in an advisory capacity throughout the plan development process, and shall resolve any project oversight issues that may arise.
- c. Legal representation will be provided by the Attorney for the Governing Board, through duration of the contract. The Attorney will communicate and coordinate with the City of Fort Wayne Legal Department regarding legal issues.

### 3. Fiscal Responsibility and Oversight

- a. Consultant fees and other project costs will be shared equally (50/50) between Allen County and the City of Fort Wayne.

- b. Fiscal oversight and accounting will be provided by the Fort Wayne CDD Director of Finance as the agent for the two organizations.
- c. Consultant invoices will be submitted according to the approved contact to the project managers for review. The project managers will review invoices and forward to the CDD Director of Finance for payment processing within one week.
- d. The CDD Director of Finance will process payment for the entire invoice within 30 days of the date of the invoice.
- e. The CDD Director of finance will submit a bill to the Allen County DPS for the 50% of the invoiced amount(s) on a quarterly basis.
- f. The Allen County DPS will remit payment to the CDD Director of Finance within 30 calendar days of receipt of quarterly billing.

**4. Communications and Outreach**

- a. External communications and outreach efforts will be coordinated by the project managers and the selected consulting team with final review and oversight by the Fort Wayne CDD Public Information Officer and the Allen County Public Information Officer.
- b. All external communications will be issued jointly by Allen County and the City of Fort Wayne.

**5. Timeline**

This MOU is intended to outline roles and responsibilities through the duration of the Comprehensive Plan development and adoption process which is expected to begin in January 2020.

**6. Amendments and Modifications**

Any party to this MOU may request changes to this MOU by written notice to the other Parties' designated representatives. Such changes as are mutually agreed upon by the Parties shall be incorporated in written amendments to this MOU executed by authorized representatives of the Parties.

**7. Nonbinding**

The provisions of this MOU are intended only as an expression of intent on behalf of the signatories to this MOU and are not intended to be legally binding. Moreover, no past or future action, course of conduct or failure to act relating to the subject matter of this MOU will give rise to or serve as a basis for any obligation or other liability.

By Kim Bowman  
Director, Allen County Department of Planning  
Services

Date 9/5/2019

By Cathy Opper  
Director, City of Fort Wayne Community  
Development Division

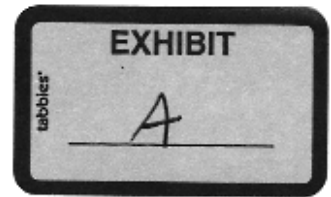
Date 9/5/19

By Carmel Ann Zulu  
President, Governing Board

Date Sept. 5, 2019

By Susan Wood  
Vice President, Governing Board

Date Sept 5, 2019



# **REVISED DRAFT**

9/3/19

## **PROFESSIONAL SERVICES AGREEMENT**

**SEPTEMBER \_\_, 2019**

**BETWEEN**

**THE CITY OF FORT WAYNE AND ALLEN COUNTY,  
INDIANA**

**AND**

**HOUSEAL LAVIGNE ASSOCIATES, LLC.**

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN THE CITY OF FORT WAYNE AND**  
**ALLEN COUNTY, INDIANA**  
**AND**  
**HOUSEAL LAVIGNE ASSOCIATES, LLC.**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between HOUSEAL LAVIGNE ASSOCIATES LLC., an Illinois Limited Liability Company, with principal offices at 188 W. Randolph Street, Suite 200, Chicago, Illinois 60601 (hereinafter referred to as the "CONSULTANT"), and THE CITY OF FORT WAYNE AND THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, a municipal corporation and a county of the State of Indiana, whose mailing addresses are City of Fort Wayne, Citizens Square, 200 E. Berry Street, Suite 420, Fort Wayne, Indiana 46802 and Allen County, Citizens Square, 200 E. Berry Street, Suite 410, Fort Wayne, Indiana 46802 (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 a Comprehensive Plan (hereinafter referred to as the "PROJECT") and the CONSULTANT

has signified its willingness to furnish technical and professional services to the CLIENT;  
and WHEREAS, the CONSULTANT represents to the CLIENT that it has sufficient  
expertise and resources to enable it to provide such advice and assistance to the CLIENT;  
NOW, THEREFORE, the parties do 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, *Comprehensive Plan Scope of Services*, copies of which are attached hereto and incorporated in this AGREEMENT. All documents, including but not limited to investigative studies, completed or partially completed drafts, graphics, charts, maps and tables produced by the CONSULTANT in the performance of these services shall be the property of the CLIENT during and upon completion of the services to be performed under this AGREEMENT. CONSULTANT shall retain all records, including but not limited to, payrolls, time records and research for a period of three years following the completion of the PROJECT.

B. Materials 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 reasonably accessible to 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 suspend work on the PROJECT, in accordance with paragraph I hereof, until such materials are provided. Written notice to the CLIENT of at least five (5) business days must be provided by the CONSULTANT before any work is suspended on the PROJECT.

### C. Meetings and Consultant Visits

The CONSULTANT shall attend meetings associated with the following tasks, and any additional meetings deemed reasonable and needed to complete the PROJECT, as outlined in Attachment A, *Comprehensive Plan Scope of Services*.

- Step 1a: Staff Kick-off Meeting
- Step 1b: Project Initiation CPAC Meeting
- Step 1c: Elected and Appointed Officials “Roundtable” Workshop
- Step 1d: Community Education – Branding, Collateral & Staff Orientation
- Step 1e: Community Kick-off Event and “Planning TED Talk” Series (2)
- Step 2b: Community Workshop Series (2 evening and 2 daytime)
- Step 2c: Pop-up Engagement
- Step 2d: Business Workshop
- Step 2e: Regional “Think Tank” Focus Group Workshop
- Step 2f: Key Person Interviews and Focus Group Discussions
- Step 2h. Do-it-yourself (DIY) workshop kits and Local Outreach Team (LOT)
- Step 4m: CPAC Meeting
- Step 4n: Regional "Think Tank" Focus Group
- Step 4o: City Council/County Commissioners Update
- Step 5a: Visioning Workshop Series (2 evening and 2 daytime)
- Step 5c: Citizen Focus Group Workshop
- Step 5f: CPAC – Draft Plan Framework Review
- Step 5g: City Council/County Commissioners Update
- Step 6a: Future Land Use Scenarios and Impact Assessment
- Step 7d: CPAC Meeting
- Step 7e: Regional "Think Tank" Focus Group
- Step 7f: City Council/County Commissioners Update
- Step 7g: Community Presentations and Open Houses (2 evening and 2 daytime)
- Step 7h: Final Comprehensive Plan to Joint Plan Commissions (Public Hearings)

Step 7i: Final Comprehensive Plan to the Allen County Commissioners and Fort Wayne City Council

For purposes of this AGREEMENT, "meeting" shall mean a gathering requiring the attendance of the CONSULTANT, including workshops, presentations and public meetings. CLIENT shall use its best efforts to ensure that CONSULTANT receives between seven (7) and fifteen (15) days advance notice of any public meeting where CONSULTANT's attendance is required or needed. Attendance at additional meetings 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. Every reasonable effort will be made to efficiently schedule meetings so as to take full advantage of CONSULTANT visits and minimize the need for additional travel and single purpose trips.

D. Deliverables

CONSULTANT agrees to provide products to the CLIENT as follows:

<u>Step</u>	<u>Deliverable</u>
1	Branding and Collateral
2	Communications Plan, including Social Media and Traditional Media Content
2	DIY workshop kit
2	Project Website
2	Map.social
2	Online Questionnaires
4	Issues and Opportunities Report (IOR)
5	Vision Statement
5	Draft Plan Framework – preliminary vision and implementation actions
6	Future Land Use Scenarios
7	Draft Comprehensive Plan
7	Implementation Strategy
7	Final Comprehensive Plan

7 Interactive Web-Based Plan

The CONSULTANT will provide electronic copies in Portable Document Format (PDF) of all deliverables. Additional hardcopies of deliverables requested by the CLIENT will be provided at an additional cost.

E. Changes

The CLIENT may, from time to time, request changes in Attachment A, *Comprehensive Plan 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 into written amendments to this AGREEMENT. All change made subject to Paragraph E (Changes) must follow the procedures set out in Paragraph M (Extra Work).

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 Paragraph G hereof (Hourly Rates) and Attachment A for the staff time devoted to the PROJECT, and for directly related project expenses. The maximum cost for CONSULTANT's services, inclusive of all subcontractor's services under this AGREEMENT, is \$667,060.00 (which sums include all directly related job expenses (the "Guaranteed Maximum Price"). Notwithstanding anything contained in this AGREEMENT to the contrary, CONSULTANT shall not exceed the Guaranteed Maximum Price 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 Paragraph M hereof, all work to be performed under this AGREEMENT can and will be performed without exceeding the Guaranteed Minimum Price. Directly related job expenses include, but are not limited to, all: printing, graphic reproduction, mileage, mailing/delivery, additional maps, plans and reports and all other direct or indirect out-of-pocket expenses incurred by the CONSULTANT in connection with the services contemplated by this AGREEMENT. The Internal Revenue Source's Standard Mileage Rate shall be used to calculate mileage costs, and all other directly related job expenses, and shall not be subject to a multiplier and shall represent actual costs incurred by the CONSULTANT. Cost of meals and incidental costs shall be limited to the GSA (General Services Administration) per diem daily rate. Individual receipts for food and incidentals are not required.

#### G. Hourly Rates

The hourly rates in effect for purposes of this AGREEMENT are provided in Attachment A Section 3. The CONSULTANT reserves the right to request an increase in the hourly charge rates, but only after eighteen months following the date of this AGREEMENT and with the written approval of the CLIENT. The CLIENT shall be notified at least 30 days in advance of such a request for an increase.

#### H. Invoicing and Method of Payment

- (1) The CONSULTANT shall submit, on a monthly basis, invoices for services performed and reimbursable 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. Invoices shall be submitted to: Director of Finance, City of Fort Wayne Community Development, 200 E. Berry, Suite 320, Fort Wayne, IN 46802.

- (2) Each invoice shall include a progress report on percent of phase / project completed, deliverables as applicable and percent of budget for each phase / project expended, the number of hours each staff person has devoted to the PROJECT during the phase, each staff person's hourly rate and the extension of such hourly rate times the amount of time to the half-hour that person has spent working on the PROJECT. Invoices shall also include a listing and the amount, at the actual cost thereof, for reimbursable directly related job expenses as defined in Paragraph F hereof.

#### I. Time of Performance

The services of the CONSULTANT shall 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 twenty-four (24) months from the kickoff date in January 2020. The completion of services by the CONSULTANT shall be, among other things, contingent upon the timely receipt of the materials, data, and other reports described in Attachment A, *Comprehensive Plan Scope of Services*, and upon the timely decisions to be made by the CLIENT. For the purpose of this AGREEMENT, "timely" shall mean that decisions be made by CLIENT within approximately ten (10) working days after receipt of a written request from CONSULTANT requesting such decisions. If the requested decisions are not provided in a timely manner, or if the CLIENT

requests that CONSULTANT perform Extra Work as defined in Paragraph M hereof, 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 the delay or additional Extra Work.

J. Excusable Delays

The CONSULTANT and CLIENT 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 reasonable causes beyond the control and without the fault or negligence of the CONSULTANT or CLIENT, respectively. 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.

K. Termination

The CLIENT shall have the right to terminate this AGREEMENT without cause, by written prior notice to the CONSULTANT of at least five (5) working days before the specified effective date of such termination. Upon termination under this provision, if there is no fault of the CONSULTANT, the CONSULTANT shall receive compensation and reimbursement for the work actually performed before the date of termination, in accordance with Paragraph F hereof, (Consultant's Compensation) of this AGREEMENT, less payment for services and expenses previously paid. If however, the CLIENT

terminates the AGREEMENT because the CONSULTANT has failed to perform in accordance with this AGREEMENT, no further payment shall be made to the CONSULTANT. In such event, all finished and unfinished 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 Paragraph F hereof, (Consultant's Compensation) of this AGREEMENT, less payment for services and expenses previously paid. Notwithstanding anything contained herein to the contrary, upon termination of this AGREEMENT, CLIENT shall have the right, without notice, to complete the services contemplated herein itself or hire an outside contractor to perform the said services, all without compensation to CONSULTANT.

L. Non-discrimination

The CONSULTANT has an Affirmative Action program and 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 in writing by the CLIENT and approved by the CONSULTANT, the CONSULTANT shall 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 of the PROJECT, including, but not limited to; material 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 or others not within the reasonable control of the CONSULTANT.
- (2) Attendance at additional meetings beyond those made part of the AGREEMENT.
- (3) Other additional services, requested and authorized in writing by the CLIENT, 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 provisions of Paragraph E hereof (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. Client Representative to Consultant and Project Management

- (1) The CLIENT designates Patrick Fahey and Sherese Fortriede (or his/her designee), 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.
- (2) The CONSULTANT shall assign the following individual to manage the PROJECT described in this AGREEMENT: Brandon Nolin, AICP – Project Manager. The CLIENT shall have the right to approve or disapprove any proposed change from the individual named above as Project Manager. The CLIENT shall be provided with a resume or other information for any proposed substitute and shall be given the opportunity to interview that person prior to any proposed change. The CLIENT shall assign the following individuals to manage the PROJECT described in the AGREEMENT: Patrick Fahey, AICP – Senior Planner, Department of Planning Services, and Sherese Fortriede, AICP Senior Planner, City of Fort Wayne Planning and Policy.

O. Conflict of Interest

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

performance of this AGREEMENT. CONSULTANT shall not accept employment with other local governments having overlapping jurisdictions with the CLIENT for the duration of this assignment, unless specifically released in writing to do so by CLIENT.

**P. Subcontractors**

The CONSULTANT shall use Troyer Group to perform certain transportation, infrastructure, placemaking, civil engineering related portions of the services, and Communication Specialist Ashley Motia, Pilcrow Marketing, to perform certain communications, public relations, and media content development portions of the services. The CONSULTANT shall remain responsible for all services performed by subcontractors and the subcontractor's compensation shall be included in the CONSULTANT's compensation as identified in Paragraph F.

**Q. Independent Contractor**

It is mutually understood and agreed, and it is the intent of CONSULTANT and CLIENT, that an independent contractor relationship be established and is hereby established under the terms and conditions of this AGREEMENT. Employees of the CLIENT are not, nor shall they be deemed to be, employees of CONSULTANT. Employees of CONSULTANT are not, nor shall they be deemed to be, employees of CLIENT.

**R. Insurance and Indemnification**

CONSULTANT and its Subcontractors shall maintain in force throughout the term of this AGREEMENT policies of insurance, in accordance with the terms set forth in Attachment B, with respect to the work performed hereunder by CONSULTANT, its

agents, representatives, employees or subcontractors, and the results of such work. This AGREEMENT is subject to and conditioned upon CONTRACTOR's delivery of certificates of insurance demonstrating that CONSULTANT has secured all of the policies of insurance required under this AGREEMENT, and delivery of a certificate of authority evidencing authority for CONSULTANT to conduct business in the State of Indiana.

- (1) To the fullest extent permitted by law, CONSULTANT shall defend (at its own expense, through counsel approved by CLIENT), indemnify, and hold harmless CLIENT, its officers, representatives, agents, employees, and volunteers against any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses and expenses, including without limitation, reasonable attorneys' fees, to the extent arising or resulting directly or indirectly from all acts or omissions to act of CONSULTANT or CONSULTANT'S officers, assistants, subcontractors, employees or agents rendering Services under this Agreement, including all claims relating to the injury or death of any person or damage to any property.

S. Entire Agreement: Compliance with Law

- (1) 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. No representations, warranties, undertakings or promises have been made by either party hereto unless expressly stated herein.

- (2) CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, and regulations in the performance of Services. CONSULTANT represents to CLIENT that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance, and approvals, of whatever nature, required for CONSULTANT to perform the Services hereunder.

#### T. Notices

All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if delivered in person or sent by certified mail, return receipt requested, addressed as set forth in the first paragraph hereof. The date of mailing shall be deemed the date of service. Either party may change the address for notice by the aforesaid procedure.

#### U. Ownership of Work Product

All deliverables prepared pursuant to this AGREEMENT, wherever described or located herein, are the property of the CLIENT, even upon termination of this AGREEMENT, although CONSULTANT may retain physical possession of them for the convenience of CLIENT. CLIENT shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any deliverable prepared under this AGREEMENT.

#### V. Assignment

The parties recognize that a substantial inducement to CLIENT for entering into this AGREEMENT is the professional reputation, experience, and competence of CONSULTANT. CONSULTANT, therefore, shall not assign, delegate, nor transfer any

rights or obligations pursuant to this Agreement, except as specified in this AGREEMENT, without the prior written consent of CLIENT. Any assignment of any right or obligation or subcontracting of any work without CLIENT consent shall be void and of no effect.

W. Taxes

CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold CLIENT harmless from any liability which it may incur to the United States of America or the State of Indiana as a consequence of CONSULTANT'S failure to pay, when due, all such taxes and obligations. In the event CLIENT is audited for compliance regarding withholding or other applicable taxes, CONSULTANT agrees to furnish CLIENT with proof of payment of taxes on these earnings.

X. Governing Law

This AGREEMENT shall be governed by and construed according to the laws of Indiana, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this AGREEMENT or ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts most closely located to Fort Wayne and Allen County, Indiana, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

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.

\_\_\_\_\_  
Name: John A. Houseal  
Title: Principal

\_\_\_\_\_  
Attest:  
Name/Title:

CLIENT: CITY OF FORT WAYNE, IN

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Attest:  
Name/Title:

CLIENT: ALLEN COUNTY, IN

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Attest:  
Name/Title:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Attest:  
Name/Title:

## **ATTACHMENT A**

### **COMPREHENSIVE PLAN SCOPE OF SERVICES**

This section describes the Scope of Services for preparing the City of Fort Wayne and Allen County Comprehensive Plan.

#### **Section 1**

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

1. The CLIENT and the CONSULTANT will work together to 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 in the comprehensive planning assignment.
3. The CLIENT will provide to the CONSULTANT an up-to-date base map (electronic and hard copy) for the City and County, including GIS files and information.

## **Section 2**

### **Comprehensive Plan Scope of Services**

#### **Step 1: Project Initiation**

To “kick-off” the planning process on the right foot, meetings and workshops will be conducted with the County/City staff project team and an Advisory Committee prior to undertaking other community outreach activities. After the “kick-off” to the planning process, our proposed outreach activities will help foster stewardship for the Plan and the community as a whole.

#### **Comprehensive Plan Advisory Committee (CPAC)**

We recommend the establishment of a Comprehensive Plan Advisory Committee (CPAC) to provide a public face to the planning process and demonstrate a commitment on behalf of the City and County to seek meaningful input from beyond the walls of county and city offices. The CPAC can serve as a community sounding board, meeting at key points along the process to discuss issues and overall planning direction, and provide feedback for Plan Commissions, Boards of Zoning Appeals, and consideration for adoption. The CPAC should comprise a diverse mix of the community, possibly including business owners, employees, residents-at-large, representative from other agencies and organizations, not for profits, educational and health institutions, and more. Participation by County Commissioners, City Council, Plan Commission, and BZA officials on the CPAC will help develop champions for the plan within both adopting bodies and will help ensure that the plan adoption process moves smoothly.

#### **1a: Staff Kick-off Meeting**

Prior to our first meeting with CPAC, key members of the Consultant Team will meet with the staff project team. This first meeting will allow the Project Manager and key members of the Consultant Team to review and discuss matters with County and City staff. Regular and “as-needed” meetings and conference calls with staff project team will be held throughout the planning process to ensure an open communication and exchange of ideas. We recommend a standing monthly or bi-weekly meeting/call between the Consultant Team and staff project team to keep the project on track throughout the duration of the assignment. As needed, and when they can be accommodated when the Consultant team is in Fort Wayne/Allen County for scoped meetings and outreach, additional meetings with city and county staff will be conducted.

#### **1b: Project Initiation CPAC Meeting**

Before actual work begins, a project initiation meeting will be held to set the foundation for the planning program and review and discuss the overall direction and policy issues facing Allen County and Fort Wayne. Participants in the project initiation workshop would include County and City staff, key personnel from the Consultant Team, and members of the CPAC. The purposes of this meeting will be to: (a) review overall project objectives; (b) refine the work program for the project; (c) review and

establish the roles and responsibilities for all parties involved throughout the process; and (d) establish a schedule for the project. The project initiation meeting will conclude with a Project Initiation Workshop. The workshop is intended to solicit the views of the CPAC members and staff regarding their concerns and aspirations for Allen County, the City of Fort Wayne, and the other participating municipalities.

### **1c: Elected and Appointed Officials “Roundtable” Workshop**

As part of the project initiation task and kicking off the comprehensive planning process, a “roundtable” workshop will be conducted with members County and City elected and appointed officials. As the community’s policy makers, it is important that officials and community representatives have a chance to communicate and discuss their issues and concerns with the Consultant Team, as well as each other, at the very on-set of the process. This initial dialogue will inform the Consultant Team’s approach to the planning process and ensure that issues important to the County and City are identified on the front end. This workshop will also educate officials about the upcoming community planning process.

### **1d: Community Education – Branding, Collateral & Staff Orientation**

As part of project initiation, this task will play a significant role in garnering support for the planning process and piquing public interest in the Comprehensive Plan as an important guide to improving quality of life throughout Allen County. We will work with the staff project team to establish a name/brand for the Comprehensive Plan that will then be integrated into community-wide marketing efforts. The graphic design and communications experts on the Consultant Team will use their expertise in community-based marketing to create an “identity” for the planning process as well as the plan document. Collateral such as postcards, posters, and email blasts will be developed for use by County and City staff to better promote the plan and inform and engage the community.

This task will also include the development of presentation materials to communicate what the plan is, why it is of critical importance, and how it will be used. The Consultant Team will host an orientation meeting with municipal and County staff to ensure they have the tools they need to educate the community, including implementation partners, and drive engagement in the process.

### **Communications Specialist**

Communication Specialist and Purdue University Fort Wayne Communications Professor, Ashley Motia will play a key role in developing collateral and educational materials, connecting stakeholders to the project, and ensuring meaningful community engagement throughout the process.

### **1e: Community Kick-off Event and “Planning TED Talk” Series**

The Consultant Team will work with staff project team to host an exciting “all are welcome” community-wide kick-off event to get residents and stakeholders motivated to participate in the development of the plan. Picture this as “planning TED Talk” that inspires participants of all ages to get involved and take ownership of the process and the future of the City and County. In addition to the initial kick-off event. A series of two additional events will be held. Outside speakers will be solicited as needed and desired to communicate a captivating and inspiring message about the importance of planning and the trends impacting communities like Fort Wayne and Allen County. Each speaker series event would consist of

90-minute program that includes event check-in/welcome (if the City and County desires participants to RSVP), a 30-minute talk/presentation, 30 minutes of Q&A/Panel Discussion, and 30 minutes of networking (if desired). The proposed cost includes three days of time by any given speaker within the Consultant Team to prepare the talk/presentation, travel and accommodations, and time spent at the event. Speaker fees may vary depending on invited “Planning Ted Talk” speaker.

## **Step 2: Community Outreach and Engagement**

Community outreach and citizen participation is the cornerstone of our proposed planning process. Anticipating high levels of participation from an active and engaged community, our proposed outreach process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation in preparing the Comprehensive Plan. The new Comprehensive Plan provides a great opportunity for residents to communicate what they believe to be the strengths and weaknesses of the community, and to prioritize which issues are most important for the near- and long-term direction of the County and City. Our planning process is designed to promote community involvement and encourage citizen participation.

Community outreach is included throughout the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining process. Our proposed planning process includes the following outreach and engagement components:

### **2a: Communications Plan, including Social/Traditional Media Content**

We will work with County and City staff to prepare a communications plan that includes content for both traditional media and social media platforms. The communications plan will serve to coordinate project communications both internally and externally for the project. The media content can be used for newsletters, websites, local newspapers, Facebook, RSS Feeds, Twitter, and more as the staff project team sees fit. We suggest an initial article to describe the purpose, process and objectives of the Comprehensive Plan, as well as regular updates during the process. Key planning components, updates, meeting summaries, and draft documents will be posted on the Project Website to keep residents informed throughout the process. Social networking tools can also help increase awareness of the new Comprehensive Plan and assist in increasing participation at outreach events, including traditional face-to-face meetings.

### **2b: Community Workshop Series (2 evening and 2 daytime)**

This initial community workshop series represents the first of three phases of community-wide, face-to-face outreach scheduled throughout the planning process. The Consultant Team will facilitate a series of four workshops, each held at a different location, to ensure that residents, property owners, and stakeholders from throughout Allen County and Fort Wayne have a chance to attend and participate. The purpose of this first workshop series is to allow residents and stakeholders to provide input before any plans or recommendations are formulated. The workshops will: (a) review the purpose of the

Comprehensive Plan, the planning process to be undertaken, and the schedule for the project; and (b) secure local views on concerns, issues, and potentials within the community. Presentation materials will be given to the Planning Staff team for review and comment at least 5 working days prior to the Community Workshop Series.

### **2c: Pop-up Engagement**

Our immersive outreach methods utilize an approach centered on bringing “planning to the people.” To this end, and to ensure we cast as wide a net of engagement as possible, the Consultant Team will attend up to three agreed-upon events throughout the planning process. Pop-up engagement events will be used to popularize the planning process, drive residents to the project website, map.social, and short questionnaires to gain insight on community issues and desires. In addition, collateral such as flyers, posters, postcards, and idea boards will be developed that can be repurposed by County and City staff and CPAC members to provide additional pop-up engagement events and promote the Comprehensive Plan throughout the community in an impactful and engaging manner. Availability of community events will not drive the timing of the planning process. Instead, pop-up engagement will be appropriately tailored to accommodate planned phasing and timing of the planning process.

### **2d: Business Workshop**

This workshop will be targeted specifically to business owners and operators to obtain the input of this important stakeholder group. We will work with County and City staff and groups such as the Greater Fort Wayne Chamber of Commerce, the Allen County & Fort Wayne EDCs, the NE Indiana Small Business Development Center, the Northeast Innovation Center, the Center for Entrepreneurial Excellence, and others to send out notices/invitations to maximize attendance and participation. The purpose is to establish a dialogue and obtain feedback from those members of the development and business community that have a unique insight and perspective, and whose assistance and involvement is crucial to the plan’s ultimate success.

### **2e: Regional “Think Tank” Focus Group Workshop**

A meeting with the Regional “Think Tank” Focus Group (a group of individuals selected for their regional/big picture systems perspective of the city and county) will be conducted to allow members to provide input before any plans or recommendations are formulated. The workshops will: (a) review the purpose of the Comprehensive Plan, the planning process to be undertaken, and the schedule for the project; and (b) secure local views on concerns, issues, and potentials within the community.

### **2f: Key Person Interviews and Focus Group Discussions**

Key person interviews and focus group discussions allow us to obtain first-hand insight into the community from a diverse array of perspectives. Approximately 16-24 confidential interviews/ focus group discussions will be conducted to obtain additional information regarding local issues and potentials. The consultant will work with County and City staff and the CPAC 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 community. Interviewees could include selected

property owners, new and lifelong residents, local builders and developers, students, local business persons, area not-for-profits and service providers, and representatives from other government, institutions, and civic groups.

### **2g: Interactive Project Website**

We will design and host an interactive Project Website that can be linked to existing County or City websites. We are committed to utilizing the internet to maximize the participation and communication between the County and City and its residents and an interactive project website would provide a “home base” for information regarding the new Comprehensive Plan. This website can be used to post project schedules and meeting dates; display graphics, maps, and draft documents; address frequently asked questions; and map.social; contain online community surveys; and provide a variety of other features. If desired, a custom URL can be secured that leverages the project name developed as part of Task 1d.

### **2h: map.social (an interactive web-based issues mapping platform)**

We will feature map.social, a web-based community issues mapping tool on the interactive Project website. This award-winning tool, developed by Houseal Lavigne, allows visitors to the website to identify, map, and comment on areas of concern and valued community assets. It simplifies the mapping process and familiarizes residents with all areas of the community in a fun, interactive, and effective manner. Input from residents allows us to create a composite map of community issues to assist with the identification and establishment of community goals and objectives.

### **2i: Online Community Questionnaires**

To provide another means for community participation, we will prepare a web-based questionnaire for residents and business owners of Allen County and Fort Wayne to solicit community-wide opinion on a range of topics and issues. This online questionnaire will be posted on the project website. At the close of the survey response period, we will review and summarize results as a gauge of community priorities and issues.

### **2j. Do-it-yourself (DIY) workshop kits and Local Outreach Team (LOT)**

To more effectively engage residents at the local/neighborhood level, a Local Outreach Team (LOT) will be formed. The LOT will consist of key County and City staff and community leaders that will assist in conducting local/neighborhood level outreach and engagement in a coordinated and managed effort with the larger planning process. The LOT will use DIY workshop kits provided by the Consultant Team that will allow members to facilitate their own workshops and gather input from specific segments of the population that may not otherwise participate in more formal planning activities. The LOT will be trained in facilitation but should also include members of the staff and public who already have facilitation and communication skills. A plan will be developed to deploy individuals from this group throughout the City and County at key points in the process.

First, as part of the initial round of outreach to discuss issues and opportunities facing the City and County and their specific neighborhoods;

Second, later in the process as part of planning focus groups to obtain feedback once planning direction, concepts, and preliminary recommendations are beginning to take shape; and

Third, at previously planned events such as annual festivals.

The LOT can also help to identify events and gatherings where the Comprehensive Plan should have a presence. This first meeting will be an orientation for the process, a review of their role and responsibilities. Facilitation training will not necessarily take place at this first meeting but could be provided at a later date. The input received from the LOT will be leveraged to guide existing conditions analysis, identify priority planning topics, and inform plan vision and goals.

### **Step 3: Market & Demographic Analysis**

Using the U.S. Census and subscription data sources, including Costar and Esri, an analysis of existing conditions and trends within Allen County and City of Fort Wayne and the larger market area will be conducted. It is imperative that the Comprehensive Plan recommendations are grounded in market and economic realities, particularly as it relates to housing and employment. Gaining a firm understanding of the existing market and the potential for various types of development throughout Allen County and Fort Wayne will help to establish the foundation for land use planning and development decision-making.

#### **3a: Demographic Analysis – Population Estimates and Projections**

This analysis will highlight socioeconomic data including, but not limited to: households by age and income, race and ethnicity, shifts in population and households, consumer expenditure data, and labor/employment. Demographic data will serve to inform the assessment of short, mid, and long-term development potentials. Local and regional population projections will be factored when evaluating future demand for housing, goods, services, and employment.

#### **3b. Market Assessment of Development Potentials**

The market assessment will address the potential for residential, retail, office, industrial, and agricultural related uses. Preliminary market observations will be coupled with a subsequent assessment of the physical characteristics of key sites to gauge the potential for development/redevelopment.

**Residential:** Demographic trends and projections will be used to identify anticipated housing needs, including market-rate, affordable, and senior housing. Additional information will be gathered with regard to the existing housing stock and residential development activity in the City, County, and surrounding region. The analysis will outline residential market needs and potential as derived from the cumulative effect of local and regional socioeconomic trends. Attention will focus on quality housing, appropriate density, and price points. As with other segments of the market, the residential analysis will consider the potential impact of regional influences and development on the demand for new housing.

**Retail:** Retail potential will be assessed based on a “gap” analysis, examining supply and demand within defined market areas. Because retail markets and potentials vary depending on use, type and location, separate market areas will be analyzed.

**Industrial, Office, and Business Park Related Uses:** The industrial and office market assessment will include an examination of trends in vacancy, rents, and absorption data for industrial, office, and business park related uses. Our assessment will include a profile of existing uses and an examination of the area’s competitive position. Potential influences on demand for additional space will be identified including but not limited to: access to major roadways, condition of required infrastructure, utilities, accessibility to labor pool and other related information.

**Agriculture:** An assessment of the agricultural market will also be examined as part of this step of the process.

## **Step 4: Existing Conditions Analysis**

This step of the project will include the analysis of existing conditions and potential within the community. It will be based on reconnaissance and research undertaken by the Consultant Team, information provided by the County and City, as well as feedback from community service providers and stakeholders. In addition, we will utilize information obtained from surveys and inventories, and derived from company-licensed analysis tools. We will place an emphasis on the identification of the current conditions within Allen County and Fort Wayne that will ultimately guide the formulation of the Comprehensive Plan. This information will provide the basis for the planning process and be used to indicate a starting point for development of plan recommendations. This task will also include an assessment of the Plan-it Allen Comprehensive Plan and summarize progress in implementation since adoption.

### **4a: Past Studies, Plans, Reports, and Current Planning Initiatives**

The County’s and City’s previously prepared plans and studies having an influence on the new Comprehensive Plan will be assembled and reviewed, including Plan-It Allen!, Riverfront Fort Wayne Conceptual plan, Southwest Allen County Study, Bike Fort Wayne, Walk Fort Wayne, Bus Fort Wayne, Front Door Fort Wayne, the Broadway Corridor Plan, the Bluffton/Lower Huntington Corridor Plan, the Wells Street Corridor Plan , 2040 Transportation Plan, the Nebraska Neighborhood Plan, Downtown plans for Fort Wayne, and other relevant documents, studies, and plans. This review of documents will determine: (a) recently adopted policy which needs to be reflected in the updated Comprehensive Plan; (b) changes within the community that have taken place since the previous plans were prepared; (c) inconsistencies between plans and reports, (d) the relevance of previously collected data; and (e) gaps in data which must be corrected as part of this planning process.

### **4b: Plan-it Allen Review**

As part of the existing conditions analysis, the Consultant Team will conduct an audit of the current comprehensive plan to gauge success and identify barriers and keys to implementation. Key person

interviews and focus groups conducted as part of Task 2 will be structured to assist in this audit. The same implementation partners will be engaged as part of the process to develop the implementation strategy for the new plan as part of Task 7b.

#### **4c: Existing Land Use and Development**

An Existing Land Use Map will be prepared that inventories all areas in Allen County (existing land use may be generalized and not include a parcel-by-parcel inventory) . The map will then be analyzed to identify functional land use areas, compatible and incompatible land use arrangements, key redevelopment areas, and other issues related to land use and existing development conditions. This inventory and assessment will include detailed examination of residential neighborhoods, commercial areas, industrial/employment areas, and more. All land use inventories will be recorded into a GIS database/shapefile and provided to the County and City for future use. This step will use existing land use information provided by the city and county as well as field reconnaissance undertaken by the Consultant Team.

#### **4d: Zoning and Development Controls**

All regulatory controls, including existing Zoning Ordinance and Subdivision Regulations, and any other relevant codes or ordinances, will be inventoried to provide the basis for plan implementation strategies. As part of the planning process, existing land use and development regulations will be assessed to identify strengths and weaknesses and to determine how these controls may be improved to better influence land use and opportunities for new development or redevelopment.

#### **4e: Growth Areas**

This step will include an analysis of areas within the planning jurisdictions of the County's various municipalities, defined by Indiana Code 36-7-4-202 as the areas within 2 miles of current corporate boundaries and subject to existing boundary agreements with adjacent municipalities and Allen County. This analysis will provide an overview of possible future growth to determine opportunities, constraints, and obstacles that may exist. This analysis will take into consideration existing land use and development, local community plans for development, availability of infrastructure, and more. This analysis will serve as a foundation of understanding for the development of a detailed Growth Strategy later in the planning process.

#### **4f: Transportation and Mobility**

Working with County and City staff and building off the recently adopted 2040 Transportation Plan, we will inventory the County's and City's transportation network. This will encompass the existing street system, bike and pedestrian facilities, and public transportation as well as related plans Bus Fort Wayne, Bike Fort Wayne, Walk Fort Wayne, and Front Door Fort Wayne. Issues, concerns, and opportunities for improvement will be identified. The analysis will assist with the development of recommendations that would improve access and control, linkages and connectivity, and overall safety and efficiency. Our analysis will include discussions and consideration of other jurisdictional transportation efforts, including state, regional, county, and other planning levels.

#### **4g: Public Facilities**

An inventory and analysis will be undertaken of public facilities providers and owners, including the appropriate departments and divisions of Allen County, Fort Wayne, and other municipalities; Allen County school districts, Allen County Public Library, Huntington University, Indiana Tech, Purdue University – Fort Wayne, Indiana Wesleyan University, other private schools and institutions, and more. We will prepare a facilities survey questionnaire to be sent to all service and facility providers within the County. This step will also include review of facilities master plans and necessary interviews and engagement with partner service providers and facilities planning staff and officials at various institutions. We will use the results of the survey, together with fieldwork and other research, to prepare a report detailing and mapping existing community facilities.

#### **4h: Infrastructure**

In addition to the examination of public facilities, existing data and assessments of County, municipal, and other service provider infrastructure will be evaluated in this step of the process based on information provided by the County, City, and partner service providers.

#### **4i: Environmental Features and Open Space**

With its location straddling the banks of three rivers, the St. Marys, the St. Joseph, and the Maumee, the natural environment is a tremendous defining feature and contributor to high quality of life in Fort Wayne. This step will include the review, inventory, and analysis of the natural resources, open space and environmental features within Allen County, including all parks, trails, natural resource areas, wooded areas, water features, and other special natural and human-made features that add to Allen County and Fort Wayne image and character. Issues, concerns, strengths, and opportunities for improvement will be identified that will serve as the foundation for development of the Environmental Features and Open Space element of the new comprehensive plan.

#### **4j: Health**

Is Fort Wayne/Allen County a “healthy community”? This step will include a “snap shot” assessment of the City’s and County’s health – an examination of mobility, health access, obesity, and more. Anticipating that being a healthy community is a top priority for the City and County, it is essential that we first assess the current state of health throughout the community.

#### **4k: Issues and Opportunities Report (IOR) – Community Profile**

The results of the community outreach activities (Task 2) and the results of the various existing conditions analyses (Tasks 3 and 4) will be brought together into an Issues and Opportunities Report highlighting the strengths, weaknesses, opportunities, and threats which should be addressed in development of the new Comprehensive Plan. The focus of this report will be to identify issues and opportunities that will inform the plan, rather than simply preparing exhaustive inventories of existing conditions. This report will answer the questions “What have we accomplished as part of Plan-it Allen?” “Where are we?” and “Where are we headed?” The report will be a stand-alone document and will serve as a foundation for the next steps in the planning process.

#### **4l: Staff Review**

At least ten (10) working days prior to presenting the IOR to the CPAC, the IOR will be distributed to City and County staff for review. Appropriate revisions will be made based on feedback before distributing to the CPAC.

#### **4m: CPAC Meeting**

The Issues and Opportunities Report will be presented to the CPAC as a basis of understanding of existing conditions, and to reach consensus on the primary issues and opportunities to be addressed in the new comprehensive plan.

#### **4n: Regional “Think Tank” Focus Group**

A meeting with the Regional “Think Tank” Focus Group (a group of individuals selected for their regional/big picture systems perspective of the city and county) will be conducted to provide an update/status on the comprehensive plan project and process, including an updating on key findings, materials drafted to date, conducted activities, and upcoming activities. The purpose of the meeting will be to allow members to provide feedback to the consultant team. This meeting should be scheduled to coincide when the consultant is on location for other scoped activities.

#### **4o: City Council/County Commissioners Update**

A presentation/discussion will be held with City Council and the County Commissioners to provide an update/status on the comprehensive plan project and process, including an updating on key findings, materials drafted to date, conducted activities, upcoming activities, and overall schedule/project status. This update will also allow the City Council and County Commissioners to provide feedback, ask questions, and discuss the project with the consultant. This update should be scheduled to coincide when the consultant is on location for other scoped activities.

### **Step 5: Community Visioning and Citizen Focus Groups**

This step will include the creation of a unified community vision and detailed goals, objectives, and core principals by utilizing a two-part process – 1) A series of four (4) community-wide visioning charrettes will be conducted that invites the community to put pen to paper and illustrate their vision for the future of Allen County and Fort Wayne, and 2) a Citizen Focus Group Workshop organized around the key themes/issues identified during community outreach as being the most important to the community. The Citizen Focus Groups will be facilitated and engaged to help develop specific vision statements and identify potential implementation strategies related to key areas of community importance. The purpose of this step will be to establish an overall unified “vision” for Allen County and Fort Wayne that can provide focus and direction for subsequent planning activities, serve as the “cornerstone” of the consensus building process, ensure the Plan is responsive to the needs and aspirations of the community.

### **5a: Visioning Workshop Series (2 evening and 2 daytime)**

We will conduct four (4) vision workshops to help formulate the unified community-wide Vision, Goals, and Objectives. The community visioning workshops will involve the Consultant Team, staff project team, elected and appointed officials, residents, and other community stakeholders. The sessions will include both small- and large-group activities to review and discuss conditions and potentials within the County and City and develop “visions” for the future of the community. Ideally, the workshops would be held in different locations to help capture a wide cross-section of the Allen County and Fort Wayne community and ensure that those unable to attend one meeting would likely be able to attend the other. While the workshop will be aimed at developing a county-wide vision, the workshop mapping exercise will enable the Consultant Team to provide greater complementary detail regarding the vision for Hometown, Grabill, Monroeville, Woodburn, and special planning areas within Fort Wayne. Presentation materials will be given to the Planning Staff team for review and comment at least 5 working days prior to the Visioning Workshop Series.

### **5b: Community Vision Statement and Priority Planning Topics**

Following the visioning workshops, the Consultant Team will summarize the results of the group discussions and will prepare a preliminary Community Vision Statement. The preliminary Vision Statement will be based on the Visioning Session(s), feedback from the community outreach activities, and observations from the Consultant Team. Priority planning topics will also be identified and used to structure the content of the vision statement and provide the framework for goal setting focus groups in the next step. Efforts will be made to align the focus groups with anticipated plan chapters such as economic development, housing, infrastructure, transportation, walkability and bikability, or parks and recreation.

### **5c: Citizen Focus Group Workshop**

A Citizen Focus Group Workshop will be conducted to work with the community as the Consultant Team focuses on different priority components of community life. The focus groups will be organized around topics identified as being most important to the community as identified in the vision statement. Efforts will be made to establish Citizen Focus Groups comprising residents considered to be “subject matter experts” as well as residents who may just have a targeted interest in the identified topic, including key LOT members and CPAC members. The focus groups will convene at a half-day workshop where they will be responsible for developing plan content related to their specific topic of interest, including a vision statement and priority actions.

### **5d: Draft Plan Framework – Preliminary Topic-Based Vision and Implementation Actions**

As an outcome of the Citizen Focus Group Workshop, each community topic area will have a related vision statement and priority actions. The Consultant Team will take all the Citizen Focus Groups’ content and refine as necessary to provide a cohesive, responsive, and effective “core” for each Comprehensive Plan element. Preliminary vision statement and priority actions for each element will be presented as a Draft Plan Framework to the CPAC for review and discussion.

### **5e: Staff Review**

At least ten (10) working days prior to presenting the preliminary Vision and Implementation Actions to the CPAC, the draft plan framework will be distributed to the staff project team for review. Appropriate revisions will be made based on feedback before distributing to the CPAC.

### **5f: CPAC – Draft Plan Framework Review**

A meeting/workshop will be conducted with the CPAC and the community to review and reach agreement on the preliminary Draft Plan Framework before proceeding to the development of more detailed plan content. Appropriate revisions will be made based on feedback from the CPAC.

Presentation materials will be given to the Planning Staff team for review and comment at least 5 working days prior to the CPAC meeting.

### **5g: City Council/County Commissioners Update**

A presentation/discussion will be held with City Council and the County Commissioners to provide an update/status on the comprehensive plan project and process, including an updating on key findings, materials drafted to date, conducted activities, upcoming activities, and overall schedule/project status. This update will also allow the City Council and County Commissioners to provide feedback, ask questions, and discuss the project with the consultant. This update should be scheduled to coincide when the consultant is on location for other scoped activities.

## **Step 6: Preliminary Plan Elements and Policies**

This step will entail the preparation of preliminary County- and City-wide Plan elements of the comprehensive plan, including community profile/population, land use, housing and neighborhoods, economic development, transportation, public facilities, natural resources and open space, cultural resources, and priority investment. These plan components will provide the “core” for the new Comprehensive Plan and will reflect outreach activities and the County’s and City’s vision, goals, and objectives. Elements will be highly illustrative, and visually compelling, consisting of concise well-written text, maps, graphics, photos, illustrations, and more to ensure an attractive, user-friendly, responsive, and effective document.

### **6a: Future Land Use Scenarios and Impact Assessment**

To assist in the analysis and visualization of the impacts of land use changes, the Consultant Team will configure a web-based application that will allow interactive modeling of potential land use scenarios. The proposed Land Use Scenario modeling tool will run on Esri’s ArcGIS Online and GeoPlanner platforms, which allows for both assessment of current conditions and modeling of future conditions under various land use scenarios.

The Consultant Team will conduct a Land Use Scenario modeling exercise with the staff project team to analyze multiple land use alternatives and get feedback in real time regarding impacts such as housing supply or water consumption. The 4-hour charrette-style meeting will leverage

the online GeoPlanner tool to present several potential land use scenarios and discuss implications of each scenario.

In addition to providing needed direction regarding land use policy, upon completion of the Land Use Scenario modeling exercise, staff will gain an understanding of the functions of the GeoPlanner tool and the methodology behind the land use plan outcomes. As an outcome of the meeting, County and City staff will also have the guidance they need to be able to use GeoPlanner, should they desire to model and test land use scenarios on their own, modifying the draft land use scenarios presented at the meeting and testing potential changes to land use policy.

To provide for additional transparency in the planning process, and if desired by County and City staff, the scenarios analyzed and refined during the GeoPlanner exercise could be shared as a series of interactive web-based Story Maps, which will allow for comments and feedback from the CPAC as well as the public at large. Any feedback received regarding the potential land use scenarios will be summarized and presented to staff for consideration. Based on the final outcomes of the land use scenarios analyzed, refinement during the Geoplanner exercise undertaken with staff, and the feedback received from the CPAC, a preferred land use scenario will be selected to serve as the preferred Land Use Plan.

Access to this online tool will be provided by Houseal Lavigne as part of the planning process and will not require additional software or licenses to be purchased by the County or City. Houseal Lavigne staff will also coordinate with County and City staff to assist in addressing any information technology issues that could arise.

### **6b: Land Use and Development**

Based on the outcome of the previous task, the Land Use and Development element will include recommendations and policies for all land use areas in the City and County planning area, including residential neighborhoods, commercial areas, industrial land uses, agricultural lands, open space, areas of natural environment, public and quasi-public uses, recreation amenities, and more. The Land Use and Development element will identify and address land use patterns, new growth areas, land use compatibility issues and mitigation strategies, targeted infill development, conservation areas, and more. This first core element will provide the overarching guidance to all other land use related components of the Comprehensive Plan and will identify the preferred growth management approach to accommodate anticipated development, expand services, and distribute resources.

### **6c: Agriculture**

The Agriculture element is included to ensure that this very important land use, industry, economy, and way of life is appropriately addressed in the plan. Recommendations and policies related to agriculture

will be developed that allow agriculture to be incorporated into the City and County decision-making process over the next 20 years as it related to growth, development, land use, economy, and culture.

#### **6d: Housing and Neighborhoods**

The Housing and Neighborhoods element will consider location, types, age, and condition of housing; owner and renter occupancy; and affordability of housing. This element will identify the amount, character, density, and recommended location for different housing products and dwelling types to meet the current and future needs of Allen County's growing population.

#### **6e: Economic Development**

The Economic Development element will consider labor force and labor force characteristics, employment by place of work and residence, and analysis of the economic base. This element will provide analysis and potential for residential, retail, office, and industrial markets to serve as a foundation for land use recommendations and implementation strategies to strengthen employment, job creation, and to provide and grow a diverse and thriving tax base for the community.

#### **6f: Transportation and Mobility (including emphasis on walkability and bikability)**

The Transportation and Mobility element will focus on the coordination and optimization of all modes of travel within the City and County, including vehicular, bicycle, walking, and transit services. The Transportation and Mobility Plan will include specific recommendations for motorized and non-motorized travel, parking, circulation, and linkages between key areas of the County and City. The Transportation and Mobility Plan will analyze the existing transportation system (step 4e), identify corridors and areas of County and City that merit the greatest attention, and identify transportation improvement projects that include phasing options based on implementation feasibility. "Complete Streets" principles will be incorporated as appropriate throughout the Transportation and Mobility Plan, to ensure effective mobility environments for pedestrians, cyclists, motorists, and persons using public transportation.

#### **6g: Public Facilities**

The Public Facilities element will identify and inventory all community facilities in the County and City and include recommendations and policies for municipal facilities and services, intergovernmental coordination and cooperation, and more. The Public Facilities element will consider public safety and emergency services; general government facilities; education facilities including Allen County's and Fort Wayne's numerous higher education institutions; the Fort Wayne Children's Zoo; libraries and other cultural facilities.

#### **6h: Capital Improvements and Infrastructure**

The Capital Improvements and Infrastructure element is designed to help plan for anticipated capital needs such as investments in water supply, treatment, and distribution; sewage system and wastewater treatment; solid waste collection and disposal, and more. Based on the assessment and priorities identified during the planning process, we will assist in developing strategies to focus infrastructure improvements to support the existing population and non-residential users, as well as ensure new

development and redevelopment can be supported. Priorities for infrastructure improvements will be developed that focus on the areas with the most pressing issues related to utility service, age of facilities, or ability to support their coverage area.

### **6i: Natural Resources, Parks, and Open Space**

The Natural Resources, Parks, and Open Space element will identify linkages, greenways, environmental protection areas, open space and parkland (passive and active), and unique and sensitive natural resources. This element will consider riparian corridors and other water resources, slope characteristics, prime agricultural and forest land, plant and animal habitats, parks and recreation areas, scenic views and sites, wetlands, soil types, and other environmental features and ecological systems within and influencing the City and County planning area. This element will also identify resiliency strategies and best practices for mitigate and recover more quickly from storm events and hazards.

### **6j: Planning Themes**

The plan content identified in Tasks 6a-g represent the core elements needed to address minimum requirements for a Comprehensive Plan and will provide policies regarding land use and the development of public ways, public places, public lands, public structures, and public utilities. With that said, the community engagement process is likely to identify important planning topics that do not fit neatly within one of those boxes. Topics such as placemaking, resiliency, sustainability, public health, arts and culture...these are all crucial aspects of quality of life and ultimately the goal of any good plan should be to improve quality of life. Although each of these topics could each be developed as a chapter or element in the comprehensive plan, another approach is to incorporate each of these as “themes” that thread through every element of the plan, rather than each being their own element.

For example, the Land Use and Development Plan could have a sustainability section, as could the Transportation and Mobility Plan. The Public Facilities and Infrastructure Plan could have a Public Arts and Culture section. This approach enables key guiding principles to be fully integrated into every aspect and chapter of the Plan. As part of the Draft Plan Framework step (Task 5d), and as determined based on working with the staff project team and CPAC, key planning themes can be identified that can be applied to multiple elements within the Comprehensive Plan.

## **Step 7: Comprehensive Plan Document and Adoption**

Based on the previous steps in the planning process, the draft and final versions of the Comprehensive Plan document will be presented for review and consideration as part of the adoption process.

### **7a: Prepare Draft Comprehensive Plan**

Based on the work activities of tasks 1 through 6, a draft Comprehensive Plan document will be prepared for review and consideration. The draft Plan will be designed not only to serve as a legal document for guiding land use, transportation, community facilities and infrastructure, and the natural environment, but also as a guide for establishing County and City policy regarding a variety of community components that collectively improves the overall quality of life. We anticipate that the

Comprehensive Plan will likely include the following elements, although it is understood that the final suite of elements is not yet determined:

- Introduction
- Community Profile
- Vision and Goals
- Land Use
- Housing and Neighborhoods
- Economic Development
- Transportation & Mobility
- Public Facilities
- Capital Improvements and Infrastructure
- Natural Resources, Parks, and Open Space
- Implementation Strategy

The graphic-oriented plan will include illustrative concepts that communicate complex planning ideas and concepts, and clearly define the community vision and desired outcomes.

### **7b: Implementation Strategy**

The visioning outreach process described in Task 5 is geared toward developing community-authored plan content that is action oriented and tied to specific actors. The Citizen Focus Group Workshop will generate draft plan content that the Consultant Team will be tasked with fleshing out and grounding based on a firm understanding of existing conditions and trends impacting Allen County and Fort Wayne.

As part of the draft plan development process, implementation partners will be interviewed to identify support for plan recommendations. This task will build on the partner organization outreach undertaken at the outset of the process to document implementation of the previous comprehensive plan and during visioning to develop draft actions. An implementation strategy will be developed that identifies the lead and supporting agencies, including county and local boards and commissions as well as partner organizations, to ensure that each action has a designated champion to ensure implementation.

The plan implementation strategy will describe the specific actions required to carry out the new Comprehensive Plan, including recommendations regarding zoning and other regulations, annexation and growth strategy, priority improvement projects and redevelopment sites, potential funding sources and implementation techniques, as well as general administration and follow-up to the Plan. This section will provide benchmarks and other detail necessary to allow the County and City to track the progress and effectiveness of the Plan and maximize its usefulness as a tool to achieve community goals and objectives.

### **7c: Staff Review of Draft Comprehensive Plan**

At least fifteen (15) working days prior to presenting the draft Plan to the CPAC, the Plan will be distributed to City and County staff for review. The Plan will be modified based on staff review before presentation to the CPAC.

### **7d: CPAC Meeting**

A meeting will be conducted with the CPAC to review and reach agreement on the draft Comprehensive Plan before proceeding to the development of the final Comprehensive Plan document. Appropriate revisions to the draft Plan will be made based on feedback from the CPAC, and the final Comprehensive Plan will be prepared for public hearing presentation. Presentation materials will be given to the Planning Staff team for review and comment at least 5 working days prior to the CPAC meeting.

### **7e: Regional “Think Tank” Focus Group**

A meeting with the Regional “Think Tank” Focus Group (a group of individuals selected for their regional/big picture systems perspective of the city and county) will be conducted to provide an update/status on the comprehensive plan project and process, including an updating on key findings, materials drafted to date, conducted activities, and upcoming activities. The purpose of the meeting will be to allow members to provide feedback to the consultant team. This meeting should be scheduled to coincide when the consultant is on location for other scoped activities.

### **7f: City Council/County Commissioners Update**

A presentation/discussion will be held with City Council and the County Commissioners to provide an update/status on the comprehensive plan project and process, including an updating on key findings, materials drafted to date, conducted activities, upcoming activities, and overall schedule/project status. This update will also allow the City Council and County Commissioners to provide feedback, ask questions, and discuss the project with the consultant. This update should be scheduled to coincide when the consultant is on location for other scoped activities.

### **7g: Community Presentations and Open Houses (2 evening and 2 daytime)**

Prior to the public hearing, a series of community open houses will be held to allow residents to “drop in” and review the draft Comprehensive Plan and ask questions of the members of the Consultant Team and staff project team. The Open House format provides an opportunity to see and learn about the new Comprehensive Plan before the adoption process begins. Similar to the initial community workshops and visioning workshops, will be targeted for four (4) different geographic locations across the County to ensure participation by a broad range of residents and property owners. Open house presentation materials and collateral will also be provided so that County and City staff can facilitate additional open houses as desired by the staff project team and CPAC. Following the community open house, the final Comprehensive Plan will be prepared for public hearing presentations and the adoption process. Presentation materials will be given to the Planning Staff team for review and comment at least 5 working days prior to the Community Presentations and Open Houses.

#### **7h: Final Comprehensive Plan to Joint Plan Commission Public Hearing**

In accordance with the State's statutory requirements, the final Comprehensive Plan will be presented to the Plan Commissions for Allen County and the City of Fort Wayne at a joint public hearing. The planning staff team will be given at least 10 working days to review and comment on the final draft plan. It is understood that the deadline for submission of the final draft plan will need to be at least 15 working days prior to the established hearing date to allow it to be available for public review. Based on review and discussion, and based on public feedback during the public hearing, a revised final Comprehensive Plan will be prepared for recommendation to the Allen County Commissioners and Fort Wayne City Council.

#### **7i: Final Comprehensive Plan to the Allen County Commissioners and Fort Wayne City Council**

The revised final Comprehensive Plan will be presented to the County Commissioners and City Council for consideration and adoption. It is understood that these will be two separate meetings that must conform to established meeting schedules and cannot be combined. Depending on schedules and timing, two separate trips could be required to fulfill this task. At the conclusion of the project, all of the background data and information compiled by the Consultant Team during the course of the study will be forwarded to the staff project team.

#### **7j: Interactive Web-based Plan**

The planning process for Allen County and Fort Wayne will yield a traditional "long form," complete comprehensive plan. A PDF of the plan will allow for printing and on-screen viewing and easy distribution, searching, and navigation. In addition, we will leverage ArcGIS Online Storymap to create an "app", providing a fully interactive version of the Comprehensive 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 plan. This step will take place after the plan is adopted, as it cannot be completed prior to adoption. Completion of this task will not be deemed an extension of the overall project timeline even if it extends beyond the project's contracted 24-month timeline.

## **Section 3**

### **Project Cost, Hourly Rates, and Timeline**

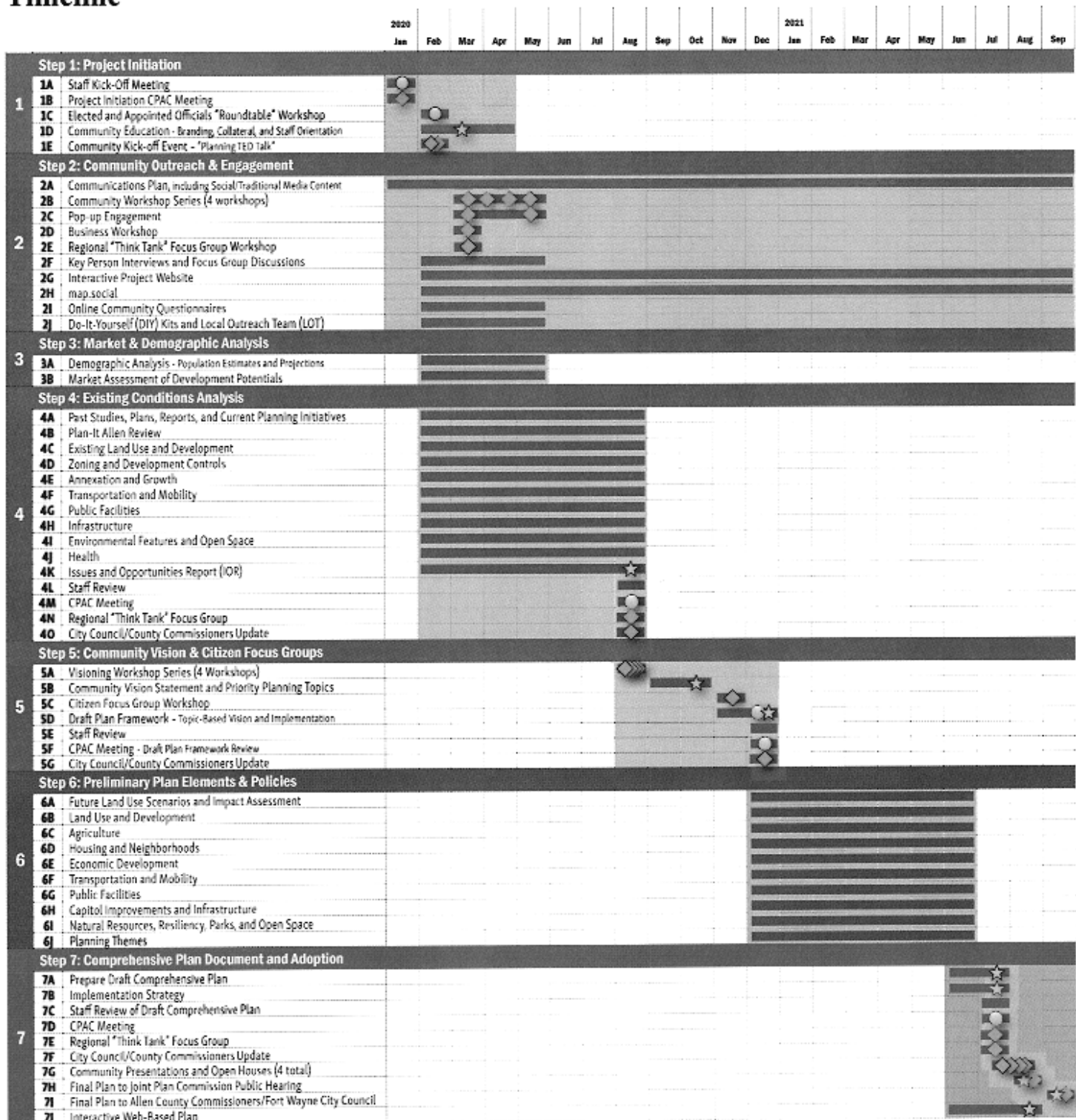
On the following pages, the project's cost, hourly rates, and timeline have been attached. First, tables outlining Houseal Lavigne and our subconsultant's hourly rates and project cost can be found. The total cost to complete the Comprehensive Plan totals \$667,060.00 and includes anticipated direct project-related expenses, including all travel, printing, copies, presentation materials, mileage, etc. The purpose of the cost-by-step breakdown is intended to be an approximate allocation of resources within our not-to-exceed total and is not meant to indicate a not-to-exceed cost for each step. Next, a general overall framework to complete our team's approach for each step outlined in our Scope of Work has been included. This timeline assumes a project "kick-off" in January of 2020 and will be performed during an overall 21-month timeline. While this timeline indicates anticipated and general scheduling of steps, meetings, deliverables, and events; individual activities' exact timing may be dependent on such variables as legal notice, other activities scheduling, holidays, etc. and are therefore, meant to be fluid.

## Project Cost and Hourly Rates

Tasks:	Cost
<b>COMPREHENSIVE PLAN</b>	
Step 1: Project Initiation	\$25,760
Step 2: Community Outreach & Engagement	\$51,627
Step 3: Market & Demographic Analysis	\$24,460
Step 4: Existing Conditions Analysis	\$127,284
Step 5: Community Visioning and Citizen Focus Groups	\$62,427
Step 6: Preliminary Plan Elements and Policies	\$163,710
Step 7: Comprehensive Plan Document and Adoption	\$133,692
Communications Specialist Line Item	\$34,500
Web-based Outreach Line Item	\$18,600
<b>Subtotal Cost (excluding direct expenses)</b>	<b>\$642,060</b>
Direct Expenses	\$25,000
<b>Not-To-Exceed Total</b>	<b>\$667,060</b>

<b>Hourly Rates</b>	
<b>HOUSEAL LAVIGNE</b>	
Principal	\$185-\$205
Senior Associate	\$145
Associate I/II	\$110-\$120
<b>TROYER GROUP</b>	
Senior Market Leader	\$220
Civil Engineer, Project Manager	\$150
Civil Engineer	\$115
Civil Associate	\$90
Landscape Architect, Project Manager	\$140
Community Development Manager	\$130
Landscape Architect	\$120
Planner	\$95
Graduate Landscape Architect	\$95
Structural Engineer	\$155
Technician	\$85
<b>COMMUNICATIONS</b>	
Ashley Motia	\$150

# Timeline



**Legend for Diagram:**

- Denotes Meetings to be conducted by our Team
- ◇ Denotes Events to be conducted by our Team
- ☆ Denotes Deliverables to be produced by our Team

## **ATTACHMENT B**

### **COMPREHENSIVE PLAN INSURANCE REQUIREMENTS**

Automobile Liability	\$1,000,000 (per occurrence)
General Liability	\$1,000,000 (per occurrence)
Commercial Liability	\$1,000,000 (per occurrence)
Aggregates	\$1,000,000 (per occurrence)
Workman's Compensation	\$1,000,000 (per statute)

**Vendor Disclosure**  
**CITY OF FORT WAYNE, INDIANA**  
**Houseal Lavigne Associates, LLC**  
**(Vendor Name)**

**VENDOR DISCLOSURE STATEMENT RELATING TO:**  
**1. FINANCIAL INTERESTS;**  
**2. POTENTIAL CONFLICTS OF INTEREST;**  
**3. CURRENT AND PENDING CONTRACTS OR**  
**PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

**Section 1: Disclosure of Financial Interest in Vendor**

a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

- (i) Equity ownership exceeding 5%
- (ii) Distributable income share exceeding 5%
- (iii) Not Applicable (If N/A, go to Section 2)

Name: John Houseal Name: Devin Lavigne  
Address: 188 W. Randolph Street, Suite 200, Chicago IL 60601 Address: 188 W. Randolph Street, Suite 200, Chicago IL 60601

b. For each individual listed in Section 1a, show his/her type of equity ownership:

sole proprietorship  stock   
partnership interest  units (LLC)   
other explain) \_\_\_\_\_

c. For each individual listed in Section 1a, show the percentage of ownership interest in Vendor (or its parent): ownership interest:

Name: John Houseal \_\_\_\_\_ 50 %  
Name: Devin Lavigne \_\_\_\_\_ 50 %

**Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)**

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

a. City employment, currently or in the previous 3 years, including contractual employment for services:

Yes  No

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b. City employment of "Member of Immediate Family" (defined herein as: Spouse, Child, Step Child, Parent or Step Parent, Father-in-law or Mother-in-law, Brother or Sister, Step Brother or Step Sister, Half Brother or Half Sister, Brother-in-law or Sister-in-law, Son-in-law or Daughter-in-law, Grandparent or Step Grandparent, Grandparent or Step Grandparent of Spouse, Grandchild)

c. Including contractual employment for services in the previous 3 years:

Yes  No

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d. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:

Yes  No

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e. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:

Yes  No

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**Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

a. Does Vendor have **current** contracts (including leases) with the City?

Yes  No

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

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b. Does Vendor have **pending** contracts (including leases), bids, proposals, or other pending procurement relationship with the City?

Yes  No

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

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c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes  No

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms: \_\_\_\_\_

Name / Position / Payment Terms: \_\_\_\_\_

Name / Position / Payment Terms: \_\_\_\_\_

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company	/	Name	/	Payment	/	Terms:
N/A						

Company	/	Name	/	Payment	/	Terms:
N/A						

### Non-Collusion Affidavit

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

#### OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this 15th day of July, 2019

Houseal Lavigne Associates, LLC

(Name of Organization)

Principal and Co-founder

(Title of Person Signing)

(Signature)

#### ACKNOWLEDGEMENT

STATE OF Illinois )

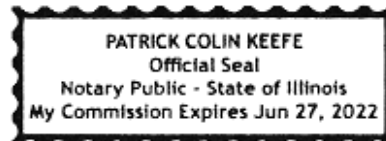
COUNTY OF Cook )

) ss

Before me, a Notary Public personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 15th day of July, 2019

Patrick C. Keefe  
Notary Public Signature



My Commission Expires: July 27th, 2022

**Section 4: CERTIFICATION OF DISCLOSURES**

**In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:**

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

**Houseal Lavigne Associates, LLC**

(Name of Vendor)

188 W. Randolph Street, Suite 200; Chicago IL 60601

Address

(312) 372-1008

Telephone


jhouseal@hlplanning.com

E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) **John Houseal, FAICP**

Title **Principal and Co-founder**

Signature 

Date **07/15/19**

**NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.**



# COMMUNITY DEVELOPMENT

*Vibrant. Prosperous. Growing.*

Thomas C. Henry, Mayor

City of Fort Wayne  
Community Development  
200 East Berry Street, Suite 320  
Fort Wayne, IN 46802

260 427-1127 [fwcommunitydevelopment.org](http://fwcommunitydevelopment.org)

## MEMO

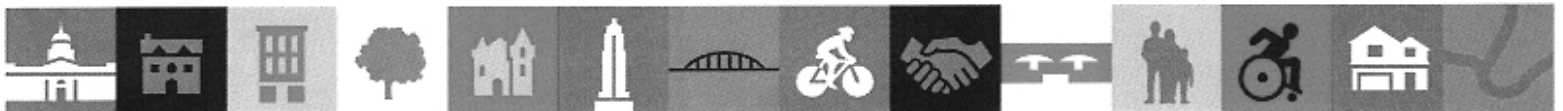
**TO:** Fort Wayne Common Council Members  
**FROM:** Cindy Joyner, Director, Community Development  
**DATE:** September 5, 2019  
**RE:** Consultant Contract for the Allen County / Fort Wayne Comprehensive Plan

The Community Development Division and the Allen County Department of Planning Services are requesting approval of a professional services contract between the City of Fort Wayne / Allen County and Houseal Lavigne Associates, LLC for the completion of a joint comprehensive plan.

The Land Use Governing Board provided oversight of the consultant selection process. An RFP was issued for the project in June and eight proposals were received. The selection committee made up of members of the Governing Board along with Community Development and Department of Planning Services representatives interviewed five consulting teams. Houseal Lavigne Associates, based in Chicago, IL. was found to be the highest scoring and most responsive respondent. Houseal Lavigne Associates is a professional consulting firm specializing in all aspects of community planning, urban design, and economic development. They have worked with more than 250 communities across the county, including a wide range of public and private sector planning, development, and design related assignments in 22 states.

Representatives with Community Development and the Department of Planning Services negotiated scope-of-work provisions and a not to exceed contract price of \$667,060 with Houseal Lavigne Associates. This price falls well within the \$500,000-\$750,000 range outlined in the Request for Proposals. The Governing Board recommended approval of the scope of work at its September 5 meeting. According to the provisions of a Memorandum of Understanding between the City and County, the total contract amount will be split 50-50, which equals \$333,530 each.

The consulting team will work with local leaders to develop a plan that will: create a shared vision for future growth and development, encompass meaningful and inclusive public engagement, identify stakeholders, establish clear guidance with a user-friendly document, and establish an achievable implementation plan. The project is expected to kick off in January 2020 and be complete at the end of 2021.



**BILL NO. S-19-09-04**

**REPORT OF COMMITTEE ON FINANCE**  
**September 24, 2019**

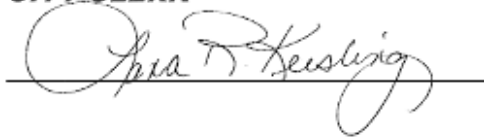
***Russ Jehl Chair***  
***Jason Arp Co-Chair***  
***All Council Members***

An Ordinance approving Professional Services Agreement - Consultant Contract For The Allen County/Fort Wayne Comprehensive Plan between Houseal Lavigne Associates, LLC, the City of Fort Wayne and Allen County, Indiana

*Involving a total cost of \$667,060.00 - (City Share - \$333,530; County Share \$333,530.00)*

**COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
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**LANA R. KEESLING**  
**CITY CLERK**  


**BILL NO. S-19-09-04**

**REPORT OF COMMITTEE ON FINANCE**

**October 8, 2019**

***Russ Jehl Chair***

***Jason Arp Co-Chair***

***All Council Members***

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*Involving a total cost of \$667,060.00 - (City Share - \$333,530; County Share \$333,530.00)*

**COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

DO PASS


DO NOT PASS

ABSTAIN

NO REC

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**LANA R. KEESLING  
CITY CLERK**



**BILL NO. S-19-09-04**

**REPORT OF COMMITTEE ON FINANCE**

**October 15, 2019**

*Hold  
To 10/22*

***Russ Jehl Chair***

***Jason Arp Co-Chair***

***All Council Members***

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*Involving a total cost of \$667,060.00 - (City Share - \$333,530; County Share \$333,530.00)*

**COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

DO PASS

DO NOT PASS

ABSTAIN

NO REC

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**LANA R. KEESLING  
CITY CLERK**

*Lana R. Keesling*

**BILL NO. S-19-09-04**

**REPORT OF COMMITTEE ON FINANCE**

**October 22, 2019**

***Russ Jehl Chair***


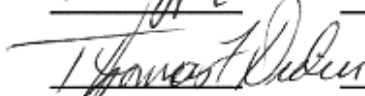
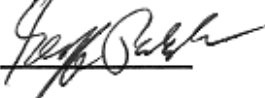

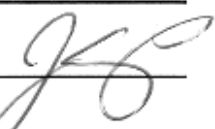
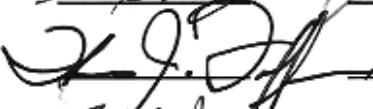

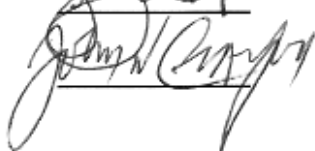
***Jason Arp Co-Chair***

***All Council Members***

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**COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
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**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilman Jehl.

Read the second time by title and referred to the Finance Committee.


Read the third time in full and on motion by Councilman Jehl, placed on passage by the following vote:


<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: October 22, 2019

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
 Special Ordinance No. S-19-09-04 on the 22nd day of October, 2019

  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd  
 of October 2019, at the hour of 10:40 o'clock A.M. E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 23<sup>RD</sup> day of OCTOBER  
 2019, at the hour of 3:30 o'clock PM E.S.T.

  
 \_\_\_\_\_  
 THOMAS C. HENRY, MAYOR

FORT WAYNE, INDIANA  
**RECEIVED**  
 OCT 24 2019  
 LANA R. KEESLING  
 CITY CLERK