

**PROFESSIONAL SERVICES
AGREEMENT**

JULY __, 2022

BETWEEN

CITY OF JACKSON, MO

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF JACKSON, MO

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

THIS AGREEMENT, made and entered into this ___ day of July, 2022 by and between HOUSEAL LAVIGNE ASSOCIATES LLC., an Illinois Limited Liability Company with principal offices at 188 W. Randolph, Suite 200, Chicago, IL 60601 (hereinafter referred to as the "CONSULTANT"), and the City of Jackson, a municipal corporation of the State of Missouri whose mailing address is 101 Court St., Jackson, MO 63755 (hereinafter referred to as the "CLIENT").

WITNESSETH THAT:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish technical and professional assistance in connection with the preparation of the Comprehensive Plan (hereinafter referred to as the "PROJECT") and the CONSULTANT has signified its willingness to furnish technical and professional service to the CLIENT; and **WHEREAS**, the CONSULTANT represents to the CLIENT that it has sufficient expertise and resources to enable it to provide such advice and assistance to the CLIENT; and

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

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

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

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

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

A. Scope of CONSULTANT's Services

The CONSULTANT agrees to perform in a good and professional manner those services described in Attachment A, *Scope of Services*, Section 2, a copy of which is attached hereto and incorporated in this AGREEMENT. All documents, work papers, maps, and study materials produced by the CONSULTANT in the performance of these services become the property of the CLIENT during and upon completion of the services to be performed under this AGREEMENT.

B. Services to be Provided by the Client

All existing information, data, reports, and records which are useful for carrying out the work on this PROJECT and which are owned or controlled by the CLIENT shall be furnished to the CONSULTANT in a timely manner. The completion of the services to be performed by the CONSULTANT under this AGREEMENT is contingent upon the receipt from the CLIENT, at no cost to the CONSULTANT, the data and reports and other material as described in Attachment A, Section 1, in a timely manner. If, by reason of any fault of CLIENT, the information, data, reports and records to be provided by the CLIENT are not made available to the CONSULTANT in a timely manner, the CONSULTANT may, at its option, stop work on the PROJECT until such materials are provided.

C. Meetings and CONSULTANT Visits

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

requirements. Attendance at “additional” meetings, meetings not identified in Attachment A, Section 2, *Scope of Services*, will be subject to the provisions of Article M (Extra Work) of this AGREEMENT. The CONSULTANT may conduct "site visits" to gather information, data, and perform field reconnaissance. These "site visits" shall not be counted as meetings under this AGREEMENT. When conducting “site visits” or in the community attending scheduled meetings, the CONSULTANT may informally meet with CLIENT staff to review and discuss aspects of the PROJECT. These informal CLIENT meetings with staff shall not be counted as meetings under this agreement. Throughout the PROJECT the CONSULTANT may conduct phone calls or teleconferences with CLIENT staff on an as needed basis, to maintain open communication and discuss certain aspects of the PROJECT. These phone calls and teleconferences with CLIENT staff shall not be counted as meetings under this AGREEMENT.

D. Deliverables

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

E. Changes

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

F. CONSULTANT's Compensation

The CONSULTANT shall be compensated for services rendered under the terms of this AGREEMENT on the basis of the CONSULTANT's hourly rates as stated under Article G (Hourly Rates) and Attachment A, Section 3 for the staff time devoted to the PROJECT, and for directly related project expenses. The maximum cost for CONSULTANT services under this AGREEMENT is **\$101,175**,

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

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

G. Hourly Rates

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

H. Method of Payment

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

I. Time of Performance

The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this AGREEMENT, and shall, absent causes beyond the reasonable control of the CONSULTANT, be completed within 18 months of delivery of said executed AGREEMENT (Attachment A, Section 4). The completion of services by the CONSULTANT shall be, among other things, contingent upon the timely receipt of the services, data, and other reports described in Attachment A, *Scope of Services* and upon the timely conduct by the CLIENT of meetings and decisions required for its purposes in the

execution of Attachment A. For the purpose of this AGREEMENT, timely shall mean that decisions and choices be made within ten (10) working days for CLIENT staff review of CONSULTANT submittals, services, data, and reports as are delivered to the CLIENT's representative; and fifteen (15) calendar days for such decisions and choices to be made by the City Council, or other elected or appointed bodies of the CLIENT. If the CLIENT requests that CONSULTANT perform Extra Work as defined in Article M such as is not now included in Attachment A, the CONSULTANT, if agreed to by the CLIENT, may suspend work on the PROJECT or a portion of the PROJECT, and may extend the period of time allotted to perform the services identified in Attachment A under this AGREEMENT, to a mutually agreed upon period of time necessary to compensate for Extra Work. Where the CLIENT and CONSULTANT mutually agree to extend the period of time to perform services under this AGREEMENT, the hourly rates may not be increased beyond those set forth in Section G. of this AGREEMENT, provided that the cause or reasons of such extension(s) are not the fault of the CLIENT.

J. Excusable Delays

The CONSULTANT shall not be in breach of this AGREEMENT by reason of any failure in performance of this AGREEMENT in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, strikes, and unusually severe weather, but in every case, so long as the failure to perform is beyond the reasonable control and without the fault or negligence of the CONSULTANT, the CONSULTANT shall not be deemed to be in breach of this AGREEMENT.

K. Termination

The CLIENT shall have the right to terminate this AGREEMENT by written prior notice to the CONSULTANT at least five (5) working days before the specified effective date of such termination. In such event, documents and work papers prepared by the CONSULTANT under this AGREEMENT shall become the property of the CLIENT. On receipt of said documents and work papers by the CLIENT, the CONSULTANT shall receive compensation and reimbursement for the work actually

performed before the date of termination, in accordance with Article F, CONSULTANT's Compensation, of this AGREEMENT, less payment for services and expenses previously paid.

L. Non-discrimination

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

M. Extra Work

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

1. Extra work or extended services due to changes in the general scope or timing of the PROJECT, including, but not limited to; changes in size, complexity or character of the work items; acceleration of the work schedule involving services beyond normal working hours; non-delivery of any materials, data, or other information to be furnished by the CLIENT not within the reasonable control of the CONSULTANT.
2. Additional or extended services, including PROJECT administration due to the prolongation of the period of delivery of services specified in this AGREEMENT time through no fault of the CONSULTANT.
3. Attendance at additional meetings beyond those made part of the AGREEMENT.
4. Other additional services requested and agreed to by the CLIENT and CONSULTANT, which are not otherwise provided for under this AGREEMENT.

The compensation and schedule for completing Extra Work authorized by the CLIENT shall be subject to negotiation between the CLIENT and the CONSULTANT in accordance with the provision of Article

E (Changes) of this AGREEMENT. However, the hourly rate in effect at the time of any change authorizing Extra Work will continue to be in effect for such Extra Work.

N. Entire Agreement

This agreement, including the attachments to this agreement, contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing executed by the parties to this AGREEMENT.

O. Governing Law

This AGREEMENT will be governed by and construed in accordance with the laws of the State of Missouri and within the jurisdiction of the Circuit Court of Cape Girardeau County.

P. Client Representative to CONSULTANT

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

Q. Employment Opportunity

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

R. General Compliance with Laws

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

S. No Subcontracting Without Approval of the City

No portion of the work covered by this AGREEMENT except as provided herein shall be sublet or transferred without written consent of the CLIENT. The subletting of the work shall in no way relieve the CONSULTANT of its primary responsibility of the quality and performance of the work. The CONSULTANT will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under CONSULTANT'S control.

T. Hold Harmless

CONSULTANT agrees to indemnify, defend and hold harmless the CLIENT, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expenses involving an injury to a person or persons, whether bodily injury or other personal injury (including death, or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims damages, losses, or expenses were caused by the negligence or other wrongdoing of CONSULTANT or of any supplier or subcontractor, or its agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CLIENT or any of its agents or employees.

U. COI Requirement

CONSULTANT shall purchase and maintain the following insurance, at CONSULTANT'S expenses:

- Professional Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence basis.
- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Additional Insured Endorsement naming the City of Jackson as an additional insured.

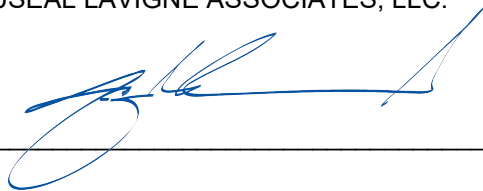
V. No Waiver of Sovereign Immunity

No provision of this AGREEMENT shall constitute a waiver of the CLIENT'S right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under the law.

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

CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC.

X  _____

John A. Houseal, FAICP

Principal

Date: 7/11/2022

CLIENT:

City of Jackson, MO

X _____

Name/Title: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES and HOURLY RATES

This section describes the Scope of Services for preparing the Comprehensive Plan for the City of Jackson, MO.

Section 1: **CLIENT ASSISTANCE TO THE CONSULTANT**

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

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

Section 2: **SCOPE OF SERVICES**

Task 1: Project Kick-off

To “kick off” the planning process on the right foot, meetings will be conducted with key City Staff before undertaking other community outreach activities. Our responsive approach allows us to be flexible to maximize resources spent on creative planning and delivery of services.

The Project Team will work with City staff to ensure that meetings in tasks 1c, 1d, 1e, 2d, 2f, and 3a are conducted during the first trip to Jackson. Otherwise, arrangements will be made to conduct the remaining meetings virtually.

1a: City Staff Coordination Call/Virtual Meeting

The Project Team will host a web meeting/conference call with City staff to confirm dates and times for the official kick-off trip. On this call, we will also discuss data needs and clarify any outstanding matters.

1b: Data Collection (GIS Data)

The Project Team will coordinate with the City to collect a variety of datasets related to land use and development. The data collection task focuses on several types of data needs including, but not limited to GIS data regarding parcels, existing land use, zoning districts and overlays, community facilities (including parks and open space), traffic volumes, sidewalk inventory (if available), traffic signals, bike routes, and trails.

1c: City Staff Kick-off Meeting and Orientation “Tour” of the City

A kick-off meeting will be held with the City staff assigned to the project, including the Building and Planning Manager. This first face-to-face meeting will allow us to 1) review the project scope of work; 2) discuss project goals, timeline, and key deliverables; 3) share information about potential issues and areas of concern; 4) review administrative procedures; and 5) clarify any outstanding matters. This meeting will conclude with a staff-led tour of the community to better understand the existing conditions and context of the various areas of Jackson. We intend to function as a unified and integrated team alongside the City staff. During this meeting, we will also confirm upcoming meetings and events including the stakeholder interviews, business focus group, and community visioning workshop.

1d: Department Heads Meeting

Immediately following the City staff Kick-off Meeting, the Project Team will host a meeting with the City Administrator and key members of other City departments. Comprehensive Plan recommendations will have bearing on a wide variety of City policies and support from all City departments will be essential to the implementation of the plan.

1e: Elected and Appointed Officials Roundtable Discussion, including the Planning and Zoning Commission, Mayor, and Board of Aldermen (Mtg #1)

The Project Team will facilitate a roundtable discussion with Jackson elected and appointed officials to introduce the project team and solicit their concerns and aspirations for the community. As the community’s policymakers, it is important that the Mayor and Board of Aldermen, Planning and Zoning Commission, and representatives from the City’s other appointed boards such as the Parks Board have a chance to communicate and discuss their issues and concerns with the Project Team, as well as each other, at the beginning of the process. Recognizing that these bodies meet on separate nights, the Project Team proposes to hold a special work session to meet with these groups on the same night.

1f: Field Reconnaissance and Existing Conditions Review

During the Project Team's first trip to Jackson, community reconnaissance will be performed to solidify our understanding of the existing land use and development pattern of the City and the issues and opportunities that should be addressed in the updated Comprehensive Plan. The Project Team will also research and review pertinent demographic and market data as well as the City's past plans, studies, and reports to better inform our understanding of existing conditions. Key takeaways from this task will be included in the Comprehensive Plan.

Task 2: Community Engagement

We recognize the importance of using the planning process to establish community consensus and foster a sense of stewardship for the Plan. Anticipating a high level of participation from an active and engaged community, our proposed outreach process for the Comprehensive Plan includes both traditional (face-to-face) and self-guided, web-based activities to obtain the broadest levels of participation possible. Our approach requires that residents, business owners, City officials, and stakeholders get involved in every task of the planning process and be active participants that help to define issues, establish a vision, formulate ideas, and shape solutions. Community engagement outreach summaries will be compiled, and key takeaways incorporated into the Comprehensive Plan.

2a: Project Website – Linked to the City's Website

At the onset of the project, we will design and host a project website that is linked to the City's existing website. We are committed to using the internet to maximize the participation and communication between the City and its residents. An interactive project website provides a home base for information regarding the Comprehensive Plan and will be used to promote and popularize the planning process. The website will present the project schedule and meeting dates; display graphics, interactive maps, and draft documents; address frequently asked questions; host map.social; and provide an online community questionnaire.

2b: Online Community Questionnaire

We will prepare an online questionnaire for the residents and business owners of Jackson to offer a community-wide opinion on a range of topics and issues. The business component of the questionnaire will include an opportunity to provide specific input on those issues and concerns most important to the City's business community. The online community questionnaire will be easily accessible on the project website. At the close of the questionnaire response period, we will review and summarize the results as a gauge of community issues, key themes, and values.

2c: map.social (Online Map-Based Engagement Platform)

We will feature map.social, a web-based community issues mapping tool, on the project website. Developed by Houseal Lavigne, this tool allows users to identify, map, and comment on geographic areas of concern and valued community amenities. map.social simplifies the mapping process and familiarizes users with all areas of the community in a manner that is exciting, interactive, and effective. Input from users allows us to create a composite map of community issues to assist with the establishment of community goals and policies.

2d: Key Stakeholder Interviews (up to 8)

Key stakeholder interviews allow us to gain insight into the community that we might otherwise not be able to obtain. Up to eight confidential interviews will be conducted to obtain additional information regarding local issues and opportunities. The Project Team will work with the City staff to identify those to be interviewed. We recommend a sampling of interviewees who may possess unique perspectives or special insights into the community. Interviewees could include selected property owners, new or lifelong residents, local business owners, school district officials, adjacent communities, and representatives from

other government agencies, institutions, and/or civic groups. The interviews will be conducted in-person during the first trip or via telephone/teleconference as needed or preferred.

2e: Do-It-Yourself (DIY) Workshop Kits

To effectively engage residents at the local/neighborhood level, the Project Team will prepare Do-It-Yourself (DIY) workshop kits. DIY workshop kits will allow City staff, community groups, and residents to facilitate their own workshops where they typically meet and socialize and gather input from specific segments of the population that may not otherwise participate in more formal planning activities. City staff will play a role in helping distribute DIY workshop materials to target groups. Summaries of feedback received will be provided for up to 10 DIY workshop kits. Summaries needed for additional DIY workshops can be provided at an additional cost separate from the overall planning process.

2f: Business Community Issues and Opportunities Workshop

This workshop will be targeted specifically at business owners and managers, developers, and Jackson's corporate citizens as an important stakeholder group. The purpose of the workshop is to establish a dialogue and obtain feedback from those members of the business community that have a unique insight and perspective and whose assistance and involvement are crucial to the Plan's ultimate success. The workshop will be scheduled to occur during the first trip and can be conducted in the early morning to minimize impacts to business owners or scheduled as part of a regularly scheduled event where numerous property owners and business owners are typically in attendance (such as a chamber of commerce meeting). A virtual format is also an option if in-person engagement is not possible.

Task 3: Vision, Goals, and Land Use Framework

The Comprehensive Plan needs to establish an overall "vision statement" for the future of Jackson that can provide focus and direction with goals based on analysis and values identified during community outreach. The vision and goals, combined with a Land Use Framework, will serve as the "cornerstone" of the consensus-building process, and provide focus and direction for subsequent planning activities.

3a: Community Visioning Workshop

The purpose of the Community Visioning Workshop is to allow residents and stakeholders to tell us what they think before plans and recommendations are crafted. The Community Visioning Workshop will take place during the first trip to Jackson and involve the Project Team, elected and appointed officials, City staff, and members of the community.

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

3b: Vision Statement and Goals

The Project Team will synthesize all feedback received during the previous tasks of the planning process and prepare a vision statement and goals for the City of Jackson. The vision statement will be prepared based on feedback from the community visioning workshop, community engagement activities, and observations garnered from the field reconnaissance and existing conditions review. Plan goals will also be developed to provide a more specific focus and direction for planning recommendations.

3c: Preliminary Land Use Framework

Based on the outcome of the previous tasks, the Preliminary Land Use Framework will be developed and include recommendations and policies for all land use areas in the City, including residential neighborhoods, commercial areas, industrial areas, open spaces, and public and quasi-public uses.

The Preliminary Land Use Framework will form the core of the Comprehensive Plan and will identify and address a range of land use topics such as desired development patterns, new neighborhood types, nodes of commercial activity, and transitions between land use types. Depending on the availability of City GIS data, the framework will include a growth strategy that examines available infrastructure and provides a map of nearby County development to inform future City growth patterns.

This first core element will provide the overarching guidance to all other land use-related components of the Comprehensive Plan including draft framework plans developed in Task 4a.

3d: City Staff Review Call/Virtual Meeting

The City staff and the Project Team will meet virtually to review and refine the Vision, Guiding Principles, and Preliminary Land Use Framework ahead of its distribution to the elected and appointed officials and the public.

3e: Elected and Appointed Officials Roundtable Discussion (Mtg #2)

After finalizing the Vision, Guiding Principles, and Land Use Framework with feedback received from the City staff, the Project Team will present the materials at a joint meeting of the City's elected and appointed officials to gather feedback and input. This feedback will serve as the foundation for future tasks in the planning process and ensure that elected and appointed officials have provided high-level policy direction before plan development.

Task 4: Draft Framework Plans

This Task will entail the preparation of preliminary frameworks and recommendations for key topic areas. Collectively, the following framework plans will identify trends that should be considered in planning for the future and address issues identified by the community, City staff, and stakeholders. The framework plans will accommodate appropriate and desirable development and support the community Vision, Goals, and Land Use Framework developed in the previous Task. All frameworks will be highly illustrative and graphically compelling, and ongoing and relevant planning efforts, past plans, regional influences, FEMA maps, and strategic plans from local, state, and federal agencies will be considered as the Preliminary Framework Plans are developed.

4a: Preliminary Framework Plans

The following framework plans will be prepared as part of Task 4a: Preliminary Framework Plans:

- **Housing and Neighborhoods Framework** – This framework will consider location, type, age, and condition of housing; owner and renter occupancy; and affordability of housing, identifying the recommended location for different housing types to meet the current and future needs of the community.
- **Commercial and Industrial Areas Framework** – This framework will provide additional detail and guidance regarding desired retail, office, and industrial development. It will also outline policies designed to strengthen employment and provide and grow a diverse and thriving tax base for the City, focusing on existing and planned commercial and industrial use areas.
- **Transportation and Circulation Framework** – This framework will incorporate information from the Southeast Missouri Metropolitan Organization's (SEMPO) transportation and bicycle/pedestrian planning documents, the MODOT Statewide Transportation Improvement Program (STIP) for local and regional projects affecting the City of Jackson, and the City's Major Street Plan.
- **Community Facilities and Infrastructure Framework** – This framework will identify and inventory all community facilities in the City and include recommendations and policies for municipal facilities and services, parks and recreation, and intergovernmental coordination and cooperation. The framework will incorporate information from the City's Parks Master Plan.

4b: City Staff Review Calls/Virtual Meetings (up to 3)

The City staff and the Project Team will meet virtually up to three times to review and refine the Preliminary Framework Plans.

Task 5: Draft and Final Comprehensive Plan

Based on the previous tasks in the planning process, the Draft and Final Comprehensive Plan documents will be prepared and presented for review.

5a: Draft Comprehensive Plan Document

Based on feedback received in tasks 4 and 5, the Project Team will prepare the draft Comprehensive Plan document. The Plan will be user-friendly, highly illustrative, and visually compelling. Concise, well-written text will be combined with attractive and easy-to-understand maps, graphics, illustrations, and photographs to effectively communicate the Plan's policies and recommendations.

Implementation Strategy – In this task, the Project Team will prepare an implementation section that will describe the actions required to carry out the policies contained in the Comprehensive Plan, including identifying potential short-, medium-, and long-range strategies and recommendations related to zoning and other land use regulations, priority improvement projects, potential capital improvement projects, funding sources and implementation methods, timing and prioritization, and general administration and management of the Comprehensive Plan. The Project Team will work with the City staff to ensure that these implementation recommendations are both practical and actionable.

5b: City Staff Review

The Project Team will submit the draft Comprehensive Plan and document to the City staff in electronic format for final review. It is anticipated that the Plan will be subjected to a two- or three-stage review process.

6c: Community Open House

Members of the Project Team, along with City staff, will be present for a community open house to allow residents and community stakeholders the opportunity to examine, discuss, and comment on the contents of the draft Comprehensive Plan document. The Project Team will be available throughout the community open house to present material, answer questions, and get feedback before initiating the approval process. If an open house is not feasible due to social distancing requirements, we will work with City staff to shift to a virtual solution.

6d: Planning and Zoning Commission and Board of Aldermen Adoption Presentations

The Project Team will present the draft Comprehensive Plan document at one Planning and Zoning Commission (public hearing) and one Board of Aldermen meeting.

6e: Final Comprehensive Plan Document

Following the community open house and presentations, the Project Team will work with City Staff to revise the draft Comprehensive Plan. It is anticipated that up to two additional review cycles may be necessary to incorporate any final changes.

Section 3: **BUDGET & HOURLY RATES**

Budget

Houseal Lavigne proposes a not to exceed amount of **\$101,175**, including directly related job expenses.

Houseal Lavigne Hourly Rates

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