

Consulting Services Contract
City of Waukesha – Houseal Lavigne Associates, LLC
Project Name: Zoning Code Update

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Houseal Lavigne Associates, LLC, 188 West Randolph Street, Suite 200, Chicago, Illinois 60601, referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

Recitals

The City published a Request for Proposals for consulting services in connection with a full review and revision of the City's Zoning Code, and associated codes such as the sign code and the subdivision and platting code. This is referred to herein as the Project.

The Consultant submitted a proposal in response to the Request for Proposals representing that it has sufficient expertise and resources to perform the work required by the Project, and was selected by the City to be awarded the contract for the Project.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Consultant's Work.** The Consultant shall perform the items described on Schedule A, which is referred to herein as the Work, according to the terms and conditions of this Contract. Schedule A is incorporated into this Contract by reference.
2. **Standard of Work, Warranty.** Consultant shall perform the Work according to generally-accepted industry practices and the highest standards of the professions of the individual employees performing the Work for Consultant. Consultant warrants that the Work and the deliverables provided to the City will be in full compliance with all current, applicable federal and state statutory, regulatory, and case law.
3. **City Obligations.**
 - a. City shall cooperate with Consultant in the performance of the Work and shall not unreasonably refuse any request for information or other assistance.
 - b. City shall promptly provide Consultant with all existing information, data, reports, and records in its possession or control that are requested or are identified by Consultant as necessary or helpful in the performance of the Work.
 - c. City, with the Consultant's assistance, shall schedule and provide notices of all meetings and workshops, including invitations to agencies, individuals, and citizens to participate in meetings.
 - d. City shall provide Consultant with a current base map in electronic and hard copy format, including GIS files and information.
4. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as possible, and shall complete the Work substantially in compliance with the timetable shown in Schedule B, subject only to delays for unforeseeable circumstances beyond Consultant's control, provided Consultant re-commences work promptly in good faith upon the cessation of the delaying circumstances. City acknowledges that timely completion of the Work by Consultant is dependent upon City providing information and assistance in a timely manner, and Consultant shall not be in breach of this Contract for failure of timely performance due to material delays by City in providing information or assistance as required by this Contract. A "material delay" shall be a failure by City to respond to Consultant's request for decisions and choices by City staff within 10 working days, or a failure by City to respond to requests for decisions and choices by the Common Council or other

governing bodies within 20 working days. If additional Work is added to this Contract by the agreement of the Parties, the timetable in Schedule B shall be adjusted by the agreement of the Parties as reasonably required to allow for the performance of the additional Work.

5. **Payment.** The City shall pay Consultant on an hourly basis for performance of the Work in compliance with the terms and conditions of this Contract, according to the hourly rates shown in Schedule C; provided, however, the total cost of the Work shall not exceed \$187,430.00 unless the Parties have agreed to additional Work. Consultant shall invoice the City monthly. No more than 90% of the Contract Price shall be payable before Consultant's Work is complete and delivered to the City. All invoices shall be payable net 30 days.
6. **Meetings.** Consultant shall attend all meetings identified in Schedule A, including all workshops, formal presentations, interviews, meetings with City's staff, public meetings and workshops, and public hearings. Public meetings shall be scheduled to provide adequate notice to the Parties, but in no event less than 7 days in advance. Public hearings shall be scheduled to comply with state and local notice requirements. Attendance at meetings not identified in Schedule A may require amendment of Schedule and adjustment of the compensation to Consultant. 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 Contract. When conducting site visits or in the community attending scheduled meetings, the Consultant may informally meet with City staff to review and discuss aspects of the Project. These informal City meetings with staff shall not be counted as meetings under this Contract. Throughout the Project the Consultant may conduct phone calls or teleconferences with City staff on an as-needed basis, to maintain open communication and discuss certain aspects of the Project. These phone calls and teleconferences with City staff shall not be counted as meetings under this Contract.
7. **Deliverables.** Consultant agrees to provide to City the deliverables identified in Schedule A. The Consultant shall provide all deliverables at least 5 working days in advance of all public meetings. All deliverables become the property of City, including all hard copies and electronic file copies. The final version of the revised code delivered to the City pursuant to section 7j of Schedule A shall be in Microsoft Word format.
8. **Ownership of Work Product.** All deliverables, documents, work papers, maps, study materials, and other work product produced by the Consultant in the performance of the Work become the sole property of City upon their delivery to the City.
9. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Consultant, shall be effective unless done by the written mutual agreement of the Parties.
10. **Additional Work.** If requested and agreed to in writing by City and Consultant, the Consultant will be available to furnish, or obtain from others, additional Work, such as services made necessary by changes in the general scope or timing of the Project, changes in size, complexity or character of the Work, or acceleration of the Work schedule involving services beyond normal working hours. Amendments to compensation and the timetable for completion may be amended by the mutual agreement of the Parties, however, the hourly rates shown in Schedule C shall continue to be in effect for such additional Work.
11. **Termination.** City shall have the right to terminate this Contract by written notice to the Consultant at least 5 working days before the specified effective date of such termination. In that event, all work product completed by the Consultant at that time shall become the property of the City. Consultant shall receive compensation and reimbursement for all work actually performed as of the date of termination.
12. **Indemnification.** Consultant shall indemnify, defend, and hold the City and its officials and employees harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind to the extent that they arise out of or in connection with Consultant's performance of the Work, including court costs and actual attorney fees.

13. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies, except for professional errors and omissions policies. Consultant's insurance shall be primary, not excess, and non-contributory. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Excess liability-umbrella, \$5,000,000.
 - d. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
14. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
15. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
16. **Governmental Immunities, Liability Limits, and Notice Requirements Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities, notice requirements, or limitations of liability imposed by Wis. Stats. §893.80 or any other law.
17. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work.
18. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.
19. **Notices, Contact Persons.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City: Attention Jennifer Andrews
 City of Waukesha
 201 Delafield Street
 Waukesha WI 53188
 (262) 524-3753
 jandrews@waukesha-wi.gov

To Consultant: Attention John Houseal
 Houseal Lavigne Associates
 188 W Randolph St, Suite 200
 Chicago, IL 60601
 (312) 372-1008 ext. 101
 jhouseal@hlplanning.com

20. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws,

operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.

- 21. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment, subject to statutory governmental immunities and liability limits.
- 22. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
- 23. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
- 24. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
- 25. **Integration, Construction of Contract.** This Contract constitutes the entire agreement of the Parties formed as a result of the City's RFP and the Consultant's responsive proposal. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable. If there are any conflicts among the terms of this Contract and any documents incorporated into this Contract then the terms of the incorporated documents shall not control.
- 26. **Confidentiality; Public Records.** All documents created pursuant to this Contract, and all documents delivered to the City, are public records and will be subject to disclosure to the public under Wisconsin's Open Records law.
- 27. **Effective Date.** This Contract shall be effective as of the latest date of execution shown below.

City of Waukesha

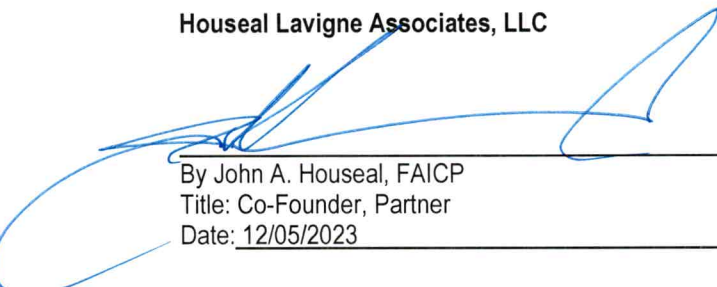
By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, City Clerk
Date: _____

To certify that funds are provided for payment:

Joseph P. Ciurro, Director of Finance
Date: _____

Houseal Lavigne Associates, LLC



By John A. Houseal, FAICP
Title: Co-Founder, Partner
Date: 12/05/2023

By (print name) _____
Title: _____
Date: _____

Schedule A

Scope of Work

Task 1: Project Initiation

To “kick-off” the update process on the right foot, meetings will be conducted with Waukesha staff, Plan Commission, and Common Council before undertaking other community outreach activities. This approach allows Houseal Lavigne and the various Waukesha -designated individuals to discuss roles, responsibilities, scope, and issues and opportunities with existing regulations, to ensure the project gets off to a good start.

1a: Staff Coordination Call

Houseal Lavigne will host a web meeting/conference call with the Waukesha’s staff, to confirm dates and times for the official staff kickoff and department head meetings and elected and appointed officials roundtable. On this call, we will also identify which existing communication channels are most effective and trusted for spreading the word about the project to the public and identify community leaders and others who will help engage hard-to-reach populations and build more equity into the process. To ensure consistent communication and coordination, the Project Manager will conduct regular and “as-needed” conference calls and/or web meetings with Waukesha staff throughout the update process.

1b: Community Communications – Branding, Messaging, and Collateral

This step will run through the course of the project and play a significant role in garnering support for the update process and piquing public interest in the Zoning Code Code. The graphic design and communications experts on the project team will use their expertise in community-based marketing to create an “identity” for the update process as well as the code document. Additionally, communications campaigns will be implemented at key points throughout the project including before public workshops and open houses, when online engagement materials are made available, and when draft and final memos, code sections, and other material are available for public review, to ensure the community becomes and remains aware of and engaged in the process.

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

A kick-off meeting will be held with Waukesha staff. 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 the City. We intend to function as a unified and integrated team alongside Waukesha staff and officials. During this meeting, we will also confirm upcoming meetings and events including the first Joint Common Council/Plan Commission meeting, stakeholder interviews, and community workshop.

1d: Department Heads Meeting

Immediately following the staff kick-off meeting, Houseal Lavigne will host a meeting with the Department head and/or representatives from all the different Waukesha Departments. Since many Waukesha departments are responsible for the administration and/or enforcement of various portions of zoning it is essential to receive feedback from these users on what is working and what needs to be updated.

1e: Joint Common Council/Plan Commission Roundtable

Houseal Lavigne will facilitate a Joint Roundtable Discussion with the Common Council and the Plan Commission to introduce Houseal Lavigne to officials and solicit their concerns and aspirations for the new Zoning Code Update. As the community’s decision makers it is important that the Common Council and the Plan Commission have a chance to communicate and discuss their issues and concerns with existing regulations with Houseal Lavigne, as well as each other, at the beginning of the process.

Task 2: Community Engagement

A Zoning Code Update requires a unique approach to community outreach. Outreach for a planning process should encourage ambitious thinking and broad community input. For Zoning Code Updates, outreach must consider the impact of ordinance changes on property owners, development rights, and investment in current development in the community. Zoning Code Update engagement will also bring community members to the table who can shed light on local market realities, the level of tolerance for increased regulation, first-hand experience with development review and entitlement, and gauge public response to the introduction of new standards and regulations, in order to accomplish the long-term goals of the Waukesha community as established in the new comprehensive plan.

2a: Project Website

At the onset of the project, we will design and host an interactive project website that is linked to the City's existing website. We are committed to using the internet to maximize the participation and communication between the City and its residents and will therefore include content to educate and inform the community, clarify the relationship between the City's plan and zoning, host an online questionnaire, and post draft documents and diagrams.

2b: Online Community Questionnaire

To provide another means for community participation, we will prepare an online questionnaire for Waukesha's residents and business owners to offer community-wide opinions on the City's current zoning. The online community questionnaire will be easily accessible on the project website.

2c: Key Stakeholder Interviews (up to 10)

Key stakeholder interviews allow us to gain insight into the community that we might otherwise not be able to obtain. Up to 10 confidential interviews will be conducted to obtain additional information regarding issues with the existing zoning. Houseal Lavigne will work with Waukesha staff to identify those to be interviewed. We recommend a broad sampling of interviewees who have experience going through a zoning approval process in the community. Interviewees could include selected property owners, developers, architects, real estate agents, and business owners. The interviews will be conducted in-person during scheduled visits related to other outreach events or via telephone/teleconference as needed.

2d: Communications Campaign #1

Communications campaigns are integrated throughout the scope of work and are timed with outreach efforts and major project milestones. This ensures that the community understands the project and is continually engaged and informed throughout the project process. The first campaign will focus on public education and introducing the project, its goals, and process to the community. It will work to build support for the initiative and counter perceptions and misinformation identified in the early stages of the project and include a call-to-action to provide feedback at the upcoming workshop and via the online questionnaire. Materials will include social media and website posts, flyers, intercept signs at key locations with a QR code to the project website, and a press release. Communications will be pushed to community leaders and others identified as a part Step 1a to help engage hard-to-reach populations.

2e: Community Workshop

The purpose of the Community Workshop is to move from the general vision and ideas of the City's recent planning efforts, including the soon to be completed Comprehensive Plan, and into the primary objectives of the Zoning Code Update. The goal of the workshop will be to form a consensus among participants concerning the primary objectives of the Zoning Code Update as identified in the RFP and by Waukesha staff.

2f: Community Engagement Takeaways Summary

This task will conclude in a memorandum that summarizes the key themes and takeaways from all community outreach events. The memorandum will provide focus and direction for subsequent update activities and serve as the cornerstone of the consensus-building process. The memorandum will be incorporated into the Current Zoning Code Analysis and Preliminary Recommendations Report delivered as part of Task 3.

Task 3: Current Zoning Code Analysis and Preliminary Recommendations

This task will include the preparation of a Current Zoning Code Analysis and Preliminary Recommendations Report that will provide a detailed assessment of the City's current Zoning Code and Houseal Lavigne's recommendations for the Zoning Code Update. It will be based on issues and opportunities identified in outreach, past plans and studies, information provided by the City and partner agencies, feedback from community stakeholders, and the experience and expertise of Houseal Lavigne.

3a: Assessment of Current Zoning Code and Recent Development Proposals

The review and assessment of the current Zoning Code will entail a detailed chapter-by-chapter, section-by-section review. The assessment will highlight areas where the existing regulations, standards, procedures, processes, and other requirements are problematic, when measured against national best practices and effectively accommodating property investment while safeguarding and ensuring community character and sense of place.

The City's recent history of development proposals and applications for zoning relief will also be reviewed to identify "pain points" in bringing forward development.

3b: Conformity Analysis

Houseal Lavigne will conduct a conformity analysis using ArcGIS Pro to evaluate existing development conditions against the bulk and use standards of the current Zoning Code. This level of analysis is important, not only to determine if existing development is consistent with the existing Zoning Code, but to fully understand the impact of new regulations on existing development, so as not to inadvertently create an excessive amount of legal non-conforming structures. The Zoning Code Update will need to not only appropriately guide and regulate new development going forward but must also work with the existing building stock and development pattern in established and historic areas of the City.

3c: Comprehensive Plan Alignment

Houseal Lavigne will conduct an assessment of the City's soon to be completed Comprehensive Plan to determine where goals, policies and recommendations of the plans could be implemented through the Zoning Code Update.

3d: Best Practices and Comparative Community Research

Houseal Lavigne will conduct best practices and comparative community research on key topics to inform the City about approaches other communities have taken to address similar issues.

3e: Current Zoning Code Analysis and Preliminary Recommendations Report

Finally, these findings will be packaged into a Zoning Code Analysis and Preliminary Recommendations Report. The Zoning Code Analysis portion of the report will describe the issues with current regulations based on staff and elected/appointed official feedback, community outreach, alignment with past plans, and our expertise and analysis. The Preliminary Recommendations portion of the report will include an overall organization of the Zoning Code as well as identify strategies for how to proceed, what to prioritize, and case studies and best practice approaches to be considered in order to resolve the identified issues.

3f: City Staff Review

Houseal Lavigne will review and discuss the Current Zoning Code Analysis and Preliminary Recommendations Report with City staff before meeting with the Common Council and Plan Commission. Appropriate revisions will be made based on City staff feedback.

3g: Joint Common Council/Plan Commission Working Session

Houseal Lavigne will meet with and present the Zoning Code Analysis and Preliminary Recommendations Report to the Joint Common Council/Plan Commission, along with City staff, to gather feedback and input.

3h: Communications Campaign #2

To keep the community engaged and informed throughout the Zoning Code Update process, the Zoning Code Analysis and Preliminary Recommendations Report will be posted on the project website. A series of 3-5 social media posts will also be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders and others identified as a part Step 1a to help engage hard-to-reach populations.

Task 4: District and Use Standards

This task will entail the preparation of the first third of the Zoning Code including base and overlay district specific standards and supplemental use standards.

4a: Establishment of Districts and Zoning Map

This task will involve revisions to district purpose and intent statements to align with the City's past plans as well as any map updates desired by the City based on the analysis conducted and recommendations made as a part of Task 3.

4b. Base and Overlay District Specific Standards

This task will include updates to base and overlay district standards to modernize and align uses. Bulk and dimensional standards will also be revised during this step based on the results of the conformity analysis conducted as a part of Task 3.

4c. Supplemental Use Standards

This task will include the development of supplemental use regulations that incorporate design principles relevant to specific uses.

4d. City Staff (up to 3)

Houseal Lavigne will facilitate up to three review calls with City staff before meeting with the Common Council and Plan Commission. Appropriate revisions will be made based on City staff feedback.

4e. Joint Common Council/Plan Commission Working Session

The draft district and use standards will be presented and discussed with the Joint Common Council/Plan Commission. The intent will be to review and discuss major proposed changes in sufficient detail to provide the necessary direction for regulation refinement and the development of supporting graphics and diagrams.

4f: Communications Campaign #3

To keep the community engaged and informed throughout the Zoning Code Update process, the draft district and use standards will be posted on the project website. A series of 3-5 social media posts will also be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders and others identified as a part Step 1a to help engage hard-to-reach populations.

Task 5: Development, Natural Resource Protection, and Sign Standards

This task will entail the preparation of the heart of the Zoning Code including general development standards and sign standards.

5a. General Development Standards

This task will include objective, understandable standards and regulations for development throughout the City including, landscape standards, parking standards, outdoor lighting standards, and general design standards that facilitate and encourage redevelopment and business reinvestment and further the City's goal of revitalizing existing commercial corridors.

5b. Natural Resource Protection Standards

This task will entail an update to the City's natural resource protection standards to ensure they are user friendly and compliant with Wisconsin requirements.

5c. Sign Standards

This task will modernize the City's sign ordinance, ensuring it complies with relevant case law and is less repetitive, more business-friendly, and easier to interpret while still maintaining a visually appealing environment throughout the City.

5d. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate up to three review calls with City staff before meeting with the Common Council and Plan Commission. Appropriate revisions will be made based on City staff feedback.

5e. Joint Common Council/Plan Commission Working Session

The draft development and sign standards will be presented and discussed with the Joint Common Council/Plan Commission. The intent will be to review and discuss major proposed changes in sufficient detail to provide the necessary direction for regulation refinement and the development of supporting graphics and diagrams.

5f: Communications Campaign #4

To keep the community engaged and informed throughout the Zoning Code Update process, the draft development, natural resource protection, and sign standards will be posted on the project website. A series of 3-5 social media posts will also be developed to market the availability of the documents for public review and comment. Communications will be pushed to community leaders and others identified as a part Step 1a to help engage hard-to-reach populations.

Task 6: Planned Development and Zoning Procedures

This task will entail the preparation of the latter third of the Zoning Code including planned development procedures, zoning procedures, and definitions.

6a: Planned Development Procedures

This task will streamline the City's planned development procedures and ensure they are an effective tool in providing flexibility from underlying zoning requirements in exchange for tangible benefits to the Waukesha community as identified in adopted plans and policies.

6b: Zoning Procedures

This task will establish efficient and flexible review and approval procedures that increase transparency between Waukesha staff, elected and appointed officials, applicants, and the public.

6c: Definitions

This task will include a thorough update to all definitions to ensure that unnecessary definitions are eliminated, outdated definitions are clarified, and new definitions are added, as necessary.

6d. City Staff Review Calls (up to 3)

Houseal Lavigne will facilitate up to three review calls with City staff before meeting with the Common Council and Plan Commission. Appropriate revisions will be made based on City staff feedback.

6e. Joint Common Council/Plan Commission Working Session

The draft planned development and zoning procedures will be presented and discussed with the Joint Common Council/Plan Commission. The intent will be to review and discuss major proposed changes in sufficient detail to provide the necessary direction for regulation refinement and the development of supporting graphics, diagrams, and flowcharts.

6f: Communications Campaign #5

To keep the community engaged and informed throughout the Zoning Code Update process, the draft planned development and zoning procedures will be posted on the project website. A series of 3-5 social media posts will also be developed to market the availability of the documents for public review and comment.

Task 7: Draft and Final Zoning Code

Based on the previous tasks in the update process, the draft and final Zoning Code will be prepared and presented for review.

7a: Draft Zoning Code Document

Houseal Lavigne will prepare the draft Zoning Code document incorporating feedback received from City staff, the Common Council and Plan Commission, and the public. Graphics, diagrams, and flowcharts will be embedded in the document at this stage.

7b. City Staff Review Calls (up to 5)

Houseal Lavigne will facilitate up to 5 review calls with City staff before meeting with the Common Council and Plan Commission. Appropriate revisions will be made based on City staff feedback.

7c: Joint Common Council/Plan Commission Working Session

A final meeting will be conducted with the Joint Common Council/Plan Commission to review and reach agreement on the draft Zoning Code document before proceeding to the public review and adoption process. Appropriate revisions to the draft Zoning Code will be made based on feedback received and the revised draft Zoning Code will be prepared for public consideration.

7d: Informational Brochure

To summarize the proposed changes to the City's Zoning Code clearly and concisely, an Informational Brochure will be developed. The brochure will include answers to frequently asked questions, provide an overview of the Zoning Code Update process, highlight and provide the reasoning behind major proposed changes, and include information about where to learn more and provide feedback. The brochure can be made available on the interactive project website, at City Hall and other community facilities, and can be mailed to property owners and tenants, especially if any zoning map amendments are proposed.

7e. Communications Campaign #6

This final communications campaign will share the informational brochure through digital platforms and include a call-to-action to provide feedback at upcoming open houses. Language for press releases and media pitches will highlight the importance of the process for the future of Waukesha. Communications will be pushed to community leaders and others identified as a part Step 1a to help engage hard-to-reach populations.

7f: Community Open Houses (up to 2)

Members of Houseal Lavigne, along with City staff, will be present for up to two community open houses to allow residents and community stakeholders the opportunity to examine, discuss, and comment on the contents of the draft Zoning Code document. Houseal Lavigne will be available throughout the community open house to present material, answer questions, and get feedback before initiating the approval process. If an in-person open house is not feasible due to social distancing requirements, we will work with City staff to pivot to a virtual open house solution. Appropriate revisions to the draft Zoning Code will be made based on feedback received and the final draft Zoning Code will be prepared for final legal review.

7g: Final Legal Review

The final draft Zoning Code will be brought to the City Attorney for final legal review. Although the City Attorney may be involved throughout the process of developing the Zoning Code, final legal review is necessary before the final document is brought through the adoption process. Appropriate revisions to the final draft Zoning Code will be made based on feedback received and the final Zoning Code will be prepared for public notice.

7h: Plan Commission Presentation (public hearing)

Houseal Lavigne will present the final Zoning Code at the Plan Commission public hearing.

7i: Common Council Presentation (adoption)

Houseal Lavigne will present the final Zoning Code to the Common Council for consideration and adoption.

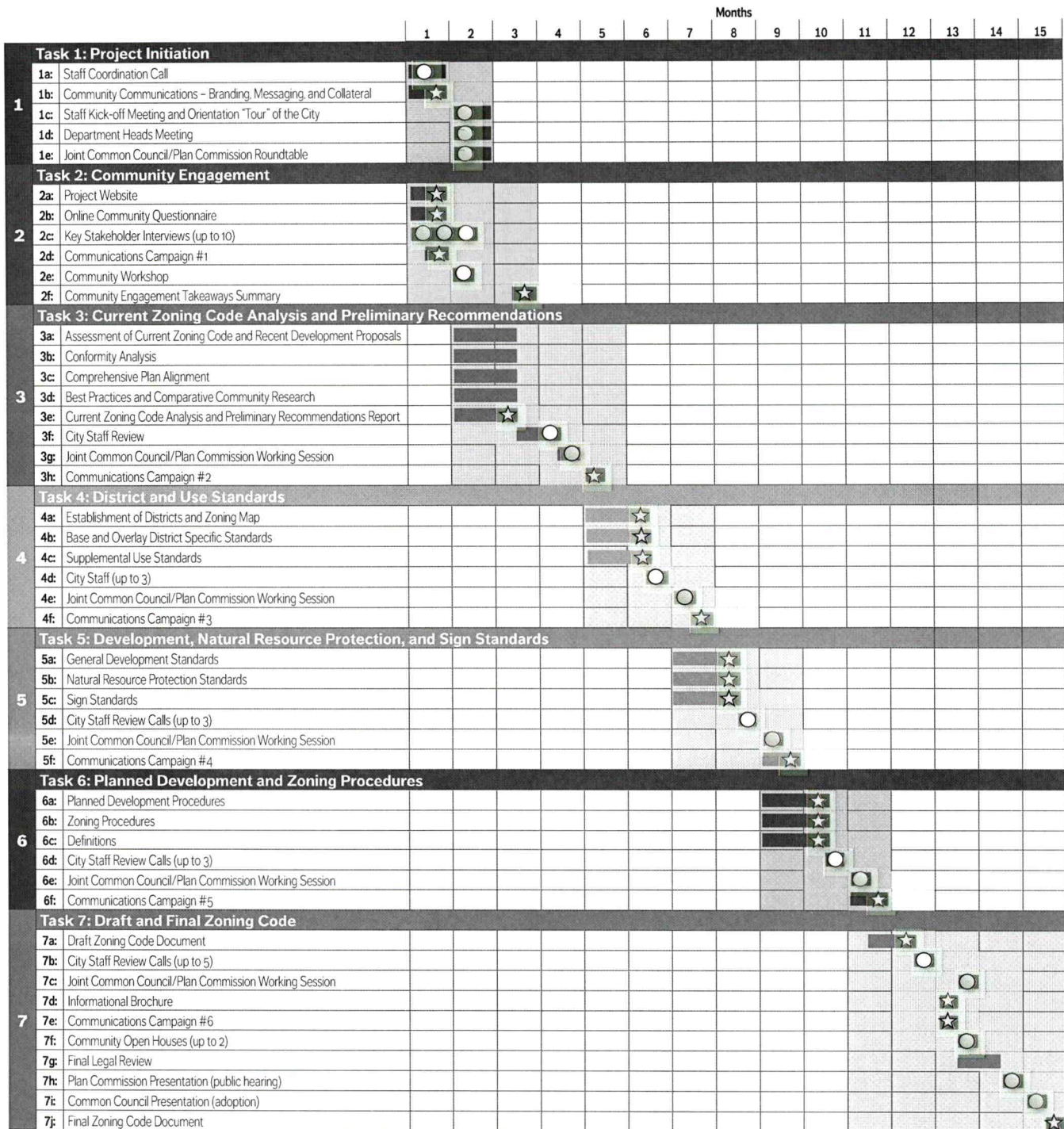
7j: Final Zoning Code Document

Following the adoption of the Zoning Code, Houseal Lavigne will share the final document and components with the City in fully editable documents including word document, pdf, jpeg, and png files. into the Downtown. Interviewees could include downtown business owners, downtown property owners, downtown residents, local builders and developers, service providers, a representative from City Centre, and representatives from other government bodies, institutions, and civic groups.

Schedule B

Timeline

The 15-month timeline below provides an overall framework to complete each step outlined in our proposed Scope of Work. We are ready to begin work immediately and are committed to devoting the proposed personnel and resources for the entire length of time necessary to complete the Waukesha Zoning Code Update. Should the City favor our basic approach, we will work with City staff to refine this Scope of Work and project schedule in a manner that is most advantageous to the assignment.



○ Denotes Meetings to be conducted In-Person ○ Denotes Meetings to be conducted Virtually ★ Denotes Deliverables to be produced by our Team

Schedule C

Project Cost

Houseal Lavigne and Birchline Planning propose a not to exceed project budget of **\$187,430**, including all professional fees and directly related project expenses. The project team anticipates spending approximately **1,300 hours** to complete the Waukesha Zoning Code Update.

Hourly Rates by Staff

Houseal Lavigne	Hourly Rate
John Houseal, Principal	\$ 250
Jackie Berg, Project Manager	\$ 160
Ruben Shell, Lead Support	\$ 130
Sujan Shrestha, GIS Lead	\$ 130
Charlie Hogan, Visual Communication Lead	\$ 130
Planner I	\$ 115