

**PROFESSIONAL SERVICES  
AGREEMENT**

**APRIL 28, 2022**

**BETWEEN**

**TOWN OF MUNSTER**

**AND**

**HOUSEAL LAVIGNE ASSOCIATES, LLC.**

# **AGREEMENT FOR PROFESSIONAL SERVICES**

## **BETWEEN THE TOWN OF MUNSTER**

### **AND**

## **HOUSEAL LAVIGNE ASSOCIATES, LLC.**

THIS AGREEMENT, made and entered into this 28th day of April, 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 Town of Munster, a municipal corporation of the State of Indiana whose mailing address is 1005 Ridge Rd Munster, IN 46321 (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 Indiana, 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 **\$171,045**,

including directly related job expenses. Directly related job expenses include, but are not limited to: travel, printing, graphic reproduction, mailing, the purchase of additional maps, plans and reports and other out-of-pocket expenses that are related to carrying out services under this AGREEMENT. Any reimbursable expenses that are not enumerated above must be identified by the CONSULTANT and approved by the CLIENT in writing.

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

#### G. Hourly Rates

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

#### H. Method of Payment

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

#### I. Time of Performance

The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this AGREEMENT, and shall, absent causes beyond the reasonable control of the CONSULTANT, be completed within 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, effectively immediately upon written notice. 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 Indiana and within the jurisdiction of Lake County.

P. Client Representative to CONSULTANT

The CLIENT designates Thomas Vanderwoude 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.



U. General Compliance with Laws

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

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

CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC.

X 

John A. Houseal, FAICP

Principal

Date: 4-28-22

CLIENT:

TOWN OF MUNSTER

X \_\_\_\_\_

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

Date: \_\_\_\_\_

## ATTACHMENT A

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### SCOPE OF SERVICES and HOURLY RATES

This section describes the Scope of Services for preparing the Comprehensive Plan for the Town of Munster.

### **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**

Houseal Lavigne recognizes the importance of using the planning process to establish community consensus and foster a sense of stewardship for a new Comprehensive Plan for the Town of Munster. Our scope of work ensures that Town staff, residents, business owners, key stakeholders, community leaders, and elected officials are engaged throughout the planning process, helping establish a visionary, purposeful, and implementable plan to guide Munster's future.

Our approach is based on community engagement and bolstered by a thorough analysis of existing conditions to provide a concise and accurate assessment of the community's issues and opportunities. Our process includes the development of plan recommendations and implementation strategies that are actionable, fiscally grounded, and rooted in citizen engagement.

Our proposed scope of work is carefully tailored to align with each task identified in the RFP. The final plan deliverable will meet or exceed all state requirements and guidelines outlined in Indiana State Code Section 36-7-4-500. We will work closely with Town staff and officials to further refine this process, ensuring that we meet all local needs and requirements.

#### **Flexible Public Participation Approach**

Our responsive approach allows us to be flexible and maximize resources spent on creative planning and delivery of services. All workshops, meetings, and working sessions identified in the scope of work will ideally be in person. However, given evolving circumstances around COVID-19 and social distancing restrictions on gathering, public engagement can be conducted virtually if the need arises. Houseal Lavigne has developed a full suite of virtual activities using a variety of platforms to assure effective and engaging outreach and productive and meaningful meetings and working sessions. We can pivot as conditions dictate and stay on project budget and timeline using platforms such as Zoom, Microsoft Teams, Facebook Live, Poll Everywhere, and more. We are confident the suite of online engagement tools we provide will allow us to obtain the community input required to provide Munster with the Comprehensive Plan it needs.

#### **Deliverables**

All draft documents shall be submitted to Town staff for review and comment. The Project Team shall incorporate Town staff comments into documents prior to distribution to the Advisory Committee, the Town Council or Plan Commission, or the public.

### **Task 1: Project Initiation**

To "kick off" the planning process on the right foot, we will conduct meetings with Town staff, the Plan Commission, and the Town Council before undertaking other community outreach activities. This approach allows the Consultant Team and the various Town designated individuals to discuss roles, responsibilities, scope, and community issues and opportunities, to ensure the project gets off to a good start. It is anticipated that the meetings in Task 1 (1d-1g) take place on the same day.

#### **1a: Staff Coordination Call**

The Project Team will host a web meeting or conference call with Town Staff to confirm dates and times for the official staff kickoff and department head meetings. On this call, we will also discuss data needs, clarify any outstanding matters, and review the formation of an ad hoc Comprehensive Plan Advisory Committee. To ensure consistent communication and coordination the Project Team manager will conduct regular and "as-needed" conference calls and/or web progress meetings with Town Staff throughout the planning process.



### Guiding the Process: The ad hoc Comprehensive Plan Advisory Committee

The Comprehensive Plan Advisory Committee (CPAC) will provide a public face to the planning process and demonstrate a commitment on behalf of the Town to seek meaningful input. The CPAC should serve as a community sounding board, meeting at key points along the process to discuss issues and overall planning direction and provide feedback for consideration by the various adopting bodies. Participation by members of the Town Council and the Plan Commission on the CPAC will help develop champions for the plan ensure that the plan update and visioning process moves smoothly. The Project Team will conduct meetings with the CPAC at key intervals throughout the planning process.

### **1b: Community Education – Branding the Process**

As part of project initiation, branding the plan will garner support for the planning process and pique public interest in the Comprehensive Plan. The graphic design and communications experts on the Project 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, short-form surveys, and informational posters can be developed for use by Town staff at pop-up engagement events to better promote the plan and inform and engage the community.

### **1c: Data Collection**

As part of the project initiation task, the Project Team will coordinate with the Town to collect a variety of datasets related to land use and development. The data collection task focuses on GIS data needs including, but not limited to parcels, building footprints, zoning districts and overlays, community facilities, infrastructure data, parks, traffic volumes, sidewalk inventory, traffic signals, bike routes, and trails.

### **1d: Staff Kick-off Meeting and Orientation Tour of the Town**

We intend to function as a unified and integrated team alongside Town staff and officials. A kick-off meeting will be held with the Town Staff assigned to the Comprehensive Plan project. 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 Town's existing conditions and local context.

### **1e: Department Heads Meeting**

Following the Town Staff Kick-off Meeting, the Project Team will meet with key members of Town departments including Community Development, Park Facilities, Parks and Recreation, Public Works, and the Police and Fire Departments. Comprehensive Plan recommendations will have bearing on a wide variety of Town policies and support from all Town departments will be essential to the implementation of the plan.

### **1f: Comprehensive Plan Advisory Committee Project Initiation Meeting**

A project initiation meeting will be held with the CPAC to set the foundation for the planning process and review and discuss the overall direction and policy issues facing the community. The purpose of this meeting will be to (a) discuss the committee's role for the Comprehensive Plan update; (b) review overall project objectives and work program; (c) review a preliminary schedule for the project; and (d) begin the process of identifying key stakeholders.

### **1g: Elected and Appointed Officials Roundtable Discussion**

The Project Team will facilitate a roundtable discussion with Munster 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 Town Council and Plan Commission have a chance to communicate and discuss their issues and concerns with the Project Team and each other at the beginning of the process. Recognizing that these bodies meet on separate nights, the Project Team proposes holding a special work session and conducting these on the same night.

The primary purpose of this work session is to gather ideas from Town officials, ensuring that the Plan accurately captures the shared sentiments of the leaders of the community. This work session will provide a unique opportunity to jointly discuss the foundation of the Comprehensive Plan process, the overall direction and policy issues facing the community, and the future vision of the community.

## **Task 2: Public Engagement**

Anticipating a high level of participation from an active and engaged community, our proposed outreach processes for the Comprehensive Plan include both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation possible. Outreach summaries will be prepared for each public engagement activity.

### **2a: Project Website**

At the beginning of the project, we will design and host an interactive project website linked to the Town's existing website. We are committed to using the internet to maximize the participation and communication between the Town and its residents. A project website provides a home base for Comprehensive Plan information. The website will promote and popularize the planning process and will be used to post project schedules 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 Munster to offer a community-wide opinion on a range of topics and issues. The business component of the questionnaire will include the opportunity to provide specific input on those issues and concerns most important to the Town'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 results in the Existing Conditions Report in Task 3 as a gauge of community issues and key themes.

### **2c: map.social (Online Map-based Engagement Platform)**

The project website will feature map.social, a web-based community issues mapping tool. 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 Munster 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. The Town can publicize the map.social link using email lists, social media, and postcards.

### **2d: Key Stakeholder Interviews (up to 25)**

Key stakeholder interviews allow us to gain insight into the community that we might otherwise not be able to obtain. Up to 25 confidential interviews will be conducted to obtain additional information regarding local issues and opportunities. The Project Team will work with Town Staff and elected officials to identify those 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 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 scheduled visits related to other outreach events or via telephone/virtual conference during a scheduled day for interviews.

### **2e: Business Community Workshop**

This workshop will be targeted specifically to business owners and operators, developers, and Munster'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 coincide with other in-person engagement activities and can be conducted in the early morning to minimize impacts to business owners. This workshop can be conducted as part of a regularly scheduled event where numerous property owners and business owners are typically in attendance, such as a Munster Chamber of Commerce meeting.

## **2f: Community Visioning Workshop**

The purpose of the Community Visioning Workshop is to allow residents and stakeholders to tell the Project Team what they think before plans and recommendations are crafted. The Community Visioning Workshop will involve the Project Team, Town staff, the CPAC, elected and appointed officials, and members of the community.

The workshop will begin with a 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 principles, the long-term image and identity of Munster, and the projects and improvements that will be desirable in the future.

## **2g: Community Engagement Key Themes**

Task 2 will conclude in a summary of the key themes and takeaways from the initial community outreach tools and interviews. The summary will be incorporated into the Existing Conditions Report delivered as part of Task 3.

## **Task 3: Existing Conditions Analysis**

This task will include the preparation of an Existing Conditions Report that will inventory and provide a concise analysis of existing conditions, document existing land uses, identify key thoroughfares and community facilities, and provide an economic and demographic profile. It will be based on issues and opportunities identified in outreach, past plans and studies, information provided by the Town and partner agencies, feedback from community service providers, and reconnaissance conducted by the Project Team. We intend to move through this task efficiently, reserving project budget and resources for visioning, planning, and action.

### **3a: Past Plans and Studies Summary**

We will review existing plans and policies, including the following:

- 2010 Comprehensive Plan
- 2018 Parks and Recreation Master Plan
- 2021 Calumet-Ridge Road Streetscaping Plan
- Munster Zoning Ordinance

This review process will help determine 1) recently adopted Town projects and policies that need to be reflected in the Comprehensive Plan, 2) status of implementation alongside change within the community that has occurred since the adoption of previous plans, 3) conflicts between or deficiencies within existing plans, and 4) the validity of previously collected data. The Project Team will work with Town staff to identify any additional current studies and reports that should be reviewed as part of this task.

### **3b: Demographic Analysis and Economic Trends**

The project team will prepare a demographic analysis of the Munster community that will include an analysis of trends in population, households, income, age, labor force, and employment. This analysis will be summarized and presented with an economic profile of local market conditions that will provide an overview of supply and demand trends for residential, commercial, and industrial land uses. The Project

Team will collaborate with staff to identify up to two comparison geographies to serve as benchmarks for the Town (i.e. comparing Munster to two others areas such as Northwest Indiana, and the Chicago metropolitan area).

### 3c: Existing Conditions Analysis

We will inventory existing land use, transportation facilities, parks and environmental features, and community facilities and prepare a map comprised of all parcels within Munster. This task will provide a foundational understanding of the Munster community. The Existing Conditions analysis will include an evaluation of the following components, each presented in the Existing Conditions Report with text, maps, and graphics where appropriate.

#### Land Use and Development

Field reconnaissance, aerial imagery assessment, and a review of the Town's GIS data will be used to inventory land use in the Town. An Existing Land Use Map that identifies all existing land uses within the Town will be prepared. Land use and development issues and opportunities will be presented and assessed in this section.

#### Zoning and Development Regulations

A preliminary diagnosis of current zoning will be undertaken to identify alignment with existing land use and needed areas of improvement.

#### Transportation and Mobility

Working with Troyer Group, the Project Team will prepare an overview of vehicular transportation facilities within Munster. Our analysis will build existing regional planned new infrastructure projects and include an aerial plan view of existing roadway configurations, access drive locations, and modal routes including truck routes, thoroughfares and collectors, bicycle facilities, and sidewalks. Troyer Group will provide an existing vehicular system analysis using the GIS data and traffic data inventory available from the Town, Lake County, and INDOT. The areas of analysis will include congestion management, commuter travel time, pavement condition rating if available, traffic speeds and level of service (LOS), and existing corridor geometry.

##### *Bicycle Traffic Analysis*

Troyer Group will conduct a Bicycle Level of Traffic Stress (LTS) analysis. The LTS methodology is used to determine how comfortable a street is for the average person riding a bicycle – an effective way to quantify how well a community's street network serves people today and to identify the need for bikeway improvements. Factors used in the analysis include vehicle speeds, traffic volume, and pavement width. The team will rely on open-source data provided for this analysis that may be supplemented with data from the Town of Munster.

##### *Pedestrian Network Analysis*

Pedestrian Generating Zones (PGZs) will be identified across the Munster community. This analysis involves examining elements like WalkScore, transit stop locations, curb ramp, and sidewalk locations, as well as residential and commercial densities. PGZs will help inform and prioritize recommendations for the on- and off-street pedestrian pathway system.

##### *Transit Analysis*

Troyer Group will identify gaps in the multimodal transportation network of Munster, anticipating the potential service expansion of Gary Public Transportation Corporation (GTPC) to support the stations of the South Shore Line's new West Lake branch.

#### Community Services, Facilities, and Infrastructure

Public and semi-public facilities and services will be inventoried and assessed regarding location, capacity, future needs, and an online **Facilities and Services Questionnaire** will be developed and sent to



all facility and service providers in the community including but not limited to police, fire, public works, school districts, and parks and recreation providers. The existing usage and available capacity of stormwater, wastewater, and water supply infrastructure will be quantified using the Town's available data and other publicly available data sources provided by the Town and regional entities.

### **3d: Existing Conditions Report**

The Project Team will compile the results from community engagement activities and the existing conditions analysis into an **Existing Conditions Report** in memorandum format. The report will include existing conditions, issues, and opportunities that will be addressed in the new Comprehensive Plan. The Existing Conditions Report is an interim deliverable collecting and presenting data and information gathered in Tasks 1 through 3 to Town staff.

### **3e: Staff Review and Discussion**

Town staff and the Project Team will review the Existing Conditions Report ahead of its distribution to the CPAC. We will also work to ensure that substantive comments provided by Town Staff integrate into the ensuing Plan development. This meeting will be a conference call/screen share with Town staff.

### **3f: Comprehensive Plan Advisory Committee Meeting**

The Project Team will meet with and present the Existing Conditions Report to the CPAC to gather feedback and input. The Project Team will work with staff to ensure that this meeting is conducted during the same trip as the Community Visioning and Business Community Workshops.

## **Task 4: Vision, Goals, and Preliminary Land Use Framework**

The Comprehensive Plan needs to establish an overall "vision statement" for the future of Munster that can provide focus and direction with goals or plan principles based on analysis and themes identified during community outreach. The vision and goals, combined with a Preliminary Land Use Framework to direct place-based recommendations for future growth and change, will serve as the "cornerstone" of the consensus-building process and provide focus and direction for subsequent planning activities.

### **4a: 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 Town of Munster. The **Vision Statement** will be prepared based on feedback from the community visioning workshop, community outreach activities, and observations garnered from the Existing Conditions Report. Plan goals (presented as Plan Principles in the Town's 2010 Comprehensive Plan) will also be developed to provide a more specific focus and direction for planning recommendations. As a starting point, we can assess and update the Plan Principles from the 2010 Comprehensive Plan. Working with Town staff, the Project Team can develop additional goals that were not part of the previous plan.

### **4b: Preliminary Land Use Framework**

Based on the outcome of the previous tasks, the **Preliminary Land Use Framework**, including the **Draft Future Land Use Map**, will include character-based categories for commercial and mixed-use districts and corridors and provide character-based policies and recommendations for all land use areas in the Town, including residential areas and neighborhoods, commercial, mixed use, and industrial areas, parks and recreation areas, open space, and public and semi-public uses. Land use categories will address the location, scale, intensity, and layout and general characteristics of mixed-use development and multi-family development, e.g., residential density, height, or other characteristics, based on realistic, established growth forecasts (as established in the Town's existing TOD reports).

The Preliminary Land Use Framework will form the core of the Land Use Plan Element and will identify and address a range of land use topics such as desired development patterns and land use compatibility

issues and mitigation strategies. This first core element will provide overarching guidance to all other land use related components of the Comprehensive Plan, including the preliminary draft elements developed in Task 5.

#### Identification of Potential Catalyst Sites

Based on outreach, field reconnaissance, and our assessment of existing conditions, we will identify potential catalyst sites for review and selection. The preliminary list of sites will be evaluated with Town staff along with the CPAC, and be refined to identify sites for more detailed work in Task 5b.

#### 4c: Staff Review and Discussion

Staff and the Project Team will review the Vision, Goals, Preliminary Land Use Framework, and potential catalyst sites ahead of distribution to the CPAC. Comments provided by Town Staff will be integrated into the Vision Statement and Goals distributed to the CPAC for their review. This meeting will be a conference call/screen share with Town Staff.

#### 4d: Comprehensive Plan Advisory Committee Meeting

The Project Team will meet with and present the Vision, Goals, and Preliminary Land Use Framework to the CPAC to gather feedback and input.

### Task 5: Preliminary Framework Plans

This task will entail the preparation of preliminary Town-wide frameworks, policies, and recommendations for core comprehensive plan elements. The Draft Framework Plans prepared in this task will reflect the Preliminary Land Use Framework, Vision, and Goals developed in previous steps of the planning process. As part of Task 5, Preliminary Subarea Plans will be developed.

#### 5a: Preliminary Frameworks

Collectively, the following framework plans will identify trends that should be considered in planning for the future and address issues identified by the community, Town staff, and stakeholders. Although the framework plans will accommodate appropriate and desirable development and improvements, all framework plans will be respectful and supportive of the community's vision and goals. All framework plans will be highly illustrative and graphically compelling. Maps, illustrations, and visualizations will be utilized to convey planning and development concepts and recommendations.

While the framework plans will be refined with staff at the outset of the process, based on our preliminary understanding of the Munster community and the requirements outlined in the RFP, the following will be prepared:

##### Housing

The **Housing Framework** will focus on neighborhood livability and will prioritize maintaining and improving the Town's established and mature neighborhoods, guiding infill development and reinvestment with a desirable mix of diverse residential unit types, including mixed use and multifamily developments. The framework will provide recommendations for density location, type, age, and condition of housing; owner and renter occupancy; diversity and affordability of housing to meet the current and future needs of Munster's residents; strategies for housing near future commuter rail station areas; and place-based strategies for maintaining the quality of mature residential neighborhoods.

##### Economic Development

The **Economic Development** framework will provide detail and guidance regarding Munster's commercial and industrial areas, including the areas around the future commuter rail station areas, with policies designed to strengthen employment, job creation, business attraction and retention, and to provide and grow a diverse and thriving tax base for the Town. Place-based recommendations will focus on the Town's older existing commercial areas, planned new commercial areas, and light industrial areas. The



economic development framework will include a section providing policies and recommendations to strengthen Munster's **Arts and Cultural Resources**, fully leveraging the community's rich offerings.

## Transportation

The **Transportation** framework will establish character-based typologies for the Town's street network using a complete streets framework and include a thoroughfare plan based on character-based typologies with a focus on the coordination and optimization of street network patterns for all modes of travel within the Town. The framework will include recommendations for on- and off-street pedestrian pathways, strategies to address gaps and improve connectivity in the multimodal transportation network, and strategies to improve safety and calm traffic along major thoroughfares and in residential neighborhoods.

The framework will incorporate "Complete Streets" principles to ensure effective mobility environments for pedestrians, cyclists, motorists, and commuter rail users. Recommendations for vehicular routes will emphasize roadway safety and traffic efficiency optimization opportunities as well as address high-risk congestion mitigation strategies. Recommendations for walking and bicycling routes will emphasize the use of "low-stress streets" such as collectors and local streets and shared-use paths when available.

### *Transportation Project Prioritization and Funding*

Preliminary costs and potential project prioritization for vehicular corridor improvements, intersection improvements, and recommended bike/pedestrian infrastructure routes will be prepared. A final list and map of recommendations prioritized into short-, medium-, and long-term improvements will be produced.

## Community Facilities and Infrastructure

The **Community Facilities and Infrastructure** framework will identify and provide policies and recommendations for municipal facilities, services, and intergovernmental coordination and cooperation with entities like Hammond Sanitary District and other service providers. This framework is designed to help plan for anticipated capital needs and include strategies that focus on infrastructure improvements such as stormwater and sanitary sewer infrastructure to support the existing population while ensuring new development and growth can also be supported.

### *Municipal Facilities*

Knowing that Munster is looking to address its current facility inventory and assess the adequacy of existing municipal facilities that include the Town Hall, Fire Stations, Police Station, and Public Works, our team brings practical experience to the planning process. Working with communities of similar size, we also understand the challenging dynamic facing municipal departments, including rising operational costs, facility improvement needs, and challenging recruitment. From improvement recommendations to existing facilities to expansion planning, the Comprehensive Plan will help meet contemporary and future demands in a fiscally responsible manner.

## Parks and Open Space

The **Parks and Open Space** framework will inventory and identify trails, greenways, environmental protection areas, open space, and parks and recreation areas. The framework will provide policies and recommendations for access and connectivity between parks, natural areas, and multi-use trails, ensuring these important amenities are preserved, maintained, and expanded to serve the needs of the Munster community.

## 5b: Catalyst Site Concepts (4 Sites)

What will new development look like around the new commuter rail station, and how will it interface with established residential areas? How will a vacant site be programmed or redeveloped to take advantage the prominence of the Calumet Avenue Medical District, anchored by Franciscan Health and Community Hospital? These are questions that can benefit from detailed planning and a conceptual graphic component. To illustrate planning concepts and visualize what could occur on key sites as a result of the



Comprehensive Plan, sketch plans illustrating potential site configurations will be developed for catalyst sites selected as part of Task 4b.

The sketch development concepts will establish use programs, parcel division, lot/building orientation and layout, parking layout, access, circulation, buffering, landscaping, and open space/detention. The sketch concept plans will also explore different mixes and approaches to assist in attaining the best use and desired development characteristics within the planning area. The level of detail each site concept can provide will depend on the size of the site and the complexity of the issues addressed.

### **5c: Staff Review and Discussion**

Staff and the Project Team will review the Preliminary Framework Plans and Catalyst Site Concepts ahead of distribution to the CPAC. This meeting will be a conference call/screen share with Town Staff.

### **5d: Comprehensive Plan Advisory Committee Meeting**

The Project Team will conduct a meeting with the Comprehensive Plan Steering Committee to review and discuss the Preliminary Framework Plans, including preliminary policies, plan recommendations, and initial draft maps and graphics.

## **Task 6: Draft and Final Comprehensive Plan**

Based on the previous tasks in the planning process, the draft version of both Plans will be prepared and presented for review.

### **6a: Draft Comprehensive Plan Document**

Based on feedback received in Task 5 the Project Team will prepare the draft Comprehensive Plan document that synthesizes the findings and recommendations contained in these deliverables. 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. The new **Town of Munster Comprehensive Plan** will meet or exceed all state requirements for comprehensive planning, including all required elements as identified in the Town's RFP.

### **Implementation Plan**

The new Comprehensive Plan will include a practical and actionable implementation plan describing the actions required to bring the Comprehensive Plan's goals, policies, and strategies to fruition. Implementation tools will include short-, medium-, and long-range strategies and actions, priority improvement projects, potential capital improvement projects, funding sources and implementation methods, timing and prioritization, and general administration of the Comprehensive Plan.

### **6b: Staff Review and Discussion**

The Project Team will submit the draft Comprehensive Plan and document to Town 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: Comprehensive Plan Advisory Committee Meeting**

A final meeting will be conducted with the CPAC to review and reach an agreement on the draft Comprehensive Plan document before proceeding to the public review and adoption process. Appropriate revisions to the draft Plan will be made based on feedback from the CPAC and the final Comprehensive Plan will be prepared for the Community Open House presentation.

### **6d: Community Open House**

Members of the Project Team, along with Town 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.

#### **6e: Final Draft Plan for Public Hearing and Adoption**

The Project Team will present the draft Comprehensive Plan document at one (1) Plan Commission meeting (public hearing) and one (1) Town Council meeting.

#### **6f: Final Comprehensive Plan Document**

Following the community open house and presentations, the Project Team will work with Town 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 **\$171,045**, 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