

Committee of the Whole Meeting
City Hall
1707 St Johns Avenue,
Highland Park, IL 60035
July 13, 2026
5:30 PM
Agenda

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- 1. Emails with Unlimited Information.** Individuals may email the City an unlimited number of words at cityhp@cityhpil.com. Emails will be forwarded to the City Council if requested. All emails received will be acknowledged.
- 2. Telephone.** Individuals with no access to email may leave a message with the City Manager's Office at 847.926.1000.
- 3. Live Comments.** Individuals are able to address the Council during the City Council meeting. Questions/comments should be limited to three minutes or less.

Committee of the Whole and City Council meetings are broadcast live on the City's Facebook page and on the City's website. Meetings can be watched after the meeting from a video link on the City's website.

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I. Call to Order

II. Roll Call

III. Approval of Minutes

- A. Approval of the Minutes of the Consolidated Meeting of the Committee of the Whole Held on June 29, 2026
- B. Approval of the Minutes of the Closed Session of the Consolidated Meeting of the Committee of the Whole Held on June 29, 2026

IV. Scheduled Business

- A. Comprehensive Plan Update

V. Other Matters

VI. Closed Session

VII. Adjournment

Staff Report



Meeting Date: July 13, 2026

Staff Contact: Ashley Palbitska, Assistant to the City Manager/Deputy City Clerk

Department: City Manager's Office

Title: Approval of the Minutes of the Consolidated Meeting of the Committee of the Whole
Held on June 29, 2026

Recommendation:

For the City Council's approval are the minutes of the Consolidated Meeting of the Committee of the Whole held on June 29, 2026.

Attachments:

1. MIN COTW 6-29-2026

**MINUTES OF THE CONSOLIDATED MEETING OF THE COMMITTEE OF THE
WHOLE OF THE CITY OF HIGHLAND PARK**

MEETING DATE: June 29, 2026

MEETING LOCATION: City Hall, 1707 St Johns Avenue, Highland Park, IL 60035

I. Call to Order

At 5:30 PM, Mayor Rotering called the meeting to order and asked for a roll call:

II. Roll Call

Present: Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia, Lidawer, Blumberg (remote)

Absent: None

Staff Present: City Manager Neukirch, Director of Public Works Bannon, Community Development Director Fontane, Assistant City Manager Jason, Police Chief Jogmen, Finance Director McCaulou, Fire Chief Schrage, Assistant City Manager Taub, Deputy Chief of Police Olson, Commander Curran, Communications Manager Bennett, Assistant to the City Manager Palbitska, Management Analyst Cherry

Also Present: Corporation Counsel Elrod, Assistant Corporation Counsel Martinez, Assistant Corporation Counsel Butcher

III. Approval of Minutes

A. Approval of the Minutes of the Regular Rescheduled Meeting of the Committee of the Whole Held on May 27, 2026

B. Approval of the Minutes of the Special Meeting of the Committee of the Whole Held on June 8, 2026

Councilmember Lidawer moved to approve the Minutes of the Regular Rescheduled Meeting of the Committee of the Whole held on May 27, 2026 and the Minutes of the Special Meeting of the Committee of the Whole Held on Jun 8, 2026.

Councilmember Bruckman seconded the motion. Upon a voice vote, the Mayor declared the motion Passed (7 - 0).

MOVER:	Councilmember Lidawer
SECONDER:	Councilmember Bruckman
AYES:	Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia, Lidawer, Blumberg
NAYS:	None

IV. Scheduled Business

A. Policy Discussion Regarding the Possible Advancement of Term Limits

City Manager Neukirch introduced the presentation and indicated that a Resolution has been prepared for the City Council meeting on this date based on majority elected official support to advance a referendum to establish term limits. A number of policy questions would be presented in order to complete the Resolution for formal consideration.

Management Analyst Cherry presented background information and highlights for the Council's discussion.

Mayor Rotering, Councilmember Bruckman and Councilmember Blumberg expressed concern with term limits citing the election process as natural term limits. Councilmembers Lidawer, Center, Tapia and Ross expressed support for term limits, with Councilmember Ross noting that if the Council did not advance a Resolution, it was anticipated that a resident petition would be advanced.

The Council, Corporation Counsel Elrod, and staff discussed the length of the terms, how many terms an individual can serve, if term limits should be consecutive or cumulative, if the term limits should be the same for the office of the Mayor and for the office of Councilmember, and when the term limits should begin.

A majority of the Council was in favor of moving forward with approving an amended resolution at the City Council meeting regarding the advancement of term limits to referendum.

It was determined that the question for the November 2026 ballot would be as follows:

Shall the City of Highland Park, beginning with the terms of office that commence at the April 2027 consolidated election and for each election thereafter, limit the terms of the office of Mayor and the office of Councilmember so that no person shall be eligible to hold that respective office if that person has been previously elected to no more than two full-year terms for that office, whether or not those terms were served consecutively, or if holding that office would cause that person to serve in that office for more than a combined total of ten years? In accordance with Illinois law, terms of the office that commenced before the April 2027 consolidated election will not be considered in determining whether a person has reached these limits.

Councilmember Blumberg exited the meeting at 6:32 PM.

B. Automated License Plate Reader Report

City Manager Neukirch introduced the presentation and noted that this is for informational purposes only.

Police Chief Jogmen and Police Deputy Chief Olson presented information on the City's Automated License Plate Reader System.

The Council, Corporation Counsel Elrod, and staff discussed concerns brought forward by members of the community, protections that are currently in place to ensure the information is not being used for other purposes, limitations on access to

the information, authorization to the information, proactive communication following completed investigations whereby LPR's were used, , and pending legislation at the State level.

V. Closed Session

Councilmember Lidawer moved the Committee to close its meeting to the public, pursuant to the following cited section of the Illinois Open Meetings Act (5 ILCS 120/2(c)), for the purposes of, (i) review of closed session minutes (5 ILCS 120/2(c)(21)). Councilmember Center seconded the motion. On a roll call vote, the Mayor declared the motion passed unanimously.

At 6:47 PM, the Committee recessed the public portion of the meeting to meet in Closed Session.

At 6:51 PM, Mayor Rotering reconvened the open session of the Committee of the Whole meeting.

Present: Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia, Lidawer

Absent: Councilmember Blumberg

Staff Present: City Manager Neukirch, Assistant to the City Manager Palbitska

Also Present: Corporation Counsel Elrod, Assistant Corporation Counsel Martinez, Assistant Corporation Counsel Butcher

VI. Adjournment

Mayor Rotering declared the Committee of the Whole Meeting adjourned at 6:51 PM.

Respectfully Submitted,

Ashley Palbitska
Assistant to the City Manager/Deputy City Clerk

Staff Report



Meeting Date: July 13, 2026

Staff Contact: Ashley Palbitska, Assistant to the City Manager/Deputy City Clerk

Department: City Manager's Office

Title: Approval of the Minutes of the Closed Session of the Consolidated Meeting of the Committee of the Whole Held on June 29, 2026

Recommendation:

For the City Council's approval are the minutes of the Closed Session of the Consolidated Meeting of the Committee of the Whole held on June 29, 2026.

Attachments:

1. MIN CWCS 6-29-2026

Staff Report



Meeting Date: July 13, 2026

Staff Contact: CHARMAIN LATER, Deputy Director of Community Development
Maddy Markle, Planner I
Joel Fontane, Director of Community Development

Department: Community Development Department

Title: Comprehensive Plan Update

Recommendation:

Staff will provide an update on the City's plan to procure consulting services as part of the Comprehensive Plan update. Council feedback is requested as it pertains to the two finalists selected to this stage through a thorough and thoughtful evaluation process. Council feedback is specifically requested regarding depth of community engagement, and overall costs associated with the comprehensive plan engagement.

Policy Consideration:

Background. Consistent with the City's Major Project Work Plan, the City conducted a procurement process for professional services related to the update of the City's Comprehensive Plan. The update is anticipated to commence in mid-2026 with an expected completion in mid-2028.[\[1\]](#)

Regular updates have been provided to the Mayor and City Council at every stage of this important community initiative; such as issuance of the draft RFQ, the list of respondents, the firms interviewed by staff and a status report to date. A formal and public update is planned at the July 13th Committee of the Whole.

Since the last Plan update in 2001, the City has developed a series of policy centric and geographic specific plans and initiatives to address current needs and launch particular policy initiatives. This scope of work provides for the update of the City of Highland Park's Comprehensive Plan to:

- Reflect these initiatives, plans and legislative changes enacted since the last update,

- Review of internal consistency among various planning documents, and
- Re-examine select policies to ensure alignment with current needs and goals.
- Identify operational / implementation plans that should be commissioned subsequent to the comprehensive plan. Include rough cost estimates for those subsequent plans for budgeting purposes.
- Most importantly, an updated Comprehensive Plan for the City.

Procurement. Staff conducted a formal RFQ/RFP procurement process to select a consulting firm appropriate to the needs of the community. An initial attempt was made late last fall with four firms responding. To ensure a wide distribution, staff reposted the RFQ/RFP using Quest, a national distribution platform. Staff also directly contacted 27 consulting firms, which included identifying firms through the American Institute of Architects (AIA) membership list in order to seek urban/comprehensive planning experience. Lastly, the RFQ/RFP a link was posted on the following on line professional organization websites:

- American Planning Association – Illinois Chapter
- American Planning Association – National Chapter
- American Municipal Planning Organizations
- Planetizen

The evaluation team consisted of staff from the City Manager’s Office, Public Works and Community Development. In total seven firms responded to the RFQ. Five firms were interviewed, of which four were invited to submit a detailed proposal. After reviewing the proposals, three firms were interviewed a second time, from which two finalists were selected. Staff found Interface and Houseal Lavigne most advantageous in terms of qualifications, understanding of project, and responsiveness to the RFQ/RFP.

Regular updates were provided to the City Council in order to ensure the approach and next steps throughout the process aligned with the Council’s policy feedback.

Summary of Proposals. Houseal Lavigne and Interface both produced proposals that were responsive to the RFQ/RFP. Staff concludes that either firm could successfully undertake a comprehensive plan update. However, each firm proposes a different approach. Houseal proposes a more direct / efficient approach that leverages the City’s previous planning work, while Interface proposes an in-depth engagement program that places greater emphasis on community involvement.

Community Engagement

- Houseal Lavigne proposed the necessary level of engagement to produce an updated comprehensive plan and indicated that more community engagement activities can be added at an additional cost.
- Interface Studios engagement scope goes beyond what the RFP required. In addition to the necessary engagement Interface also proposes a second community survey, two (2)-three (3) pop-up events, additional meetings with boards and commissions, a minimum of

four (4) additional steering committee meetings, three (3) additional business workshops, over 50 stakeholder interviews, one (1) to two (2) youth activities and 10 implementation meetings.

Subarea Planning

- The RFP requires that consultants include six (6) sub-area plans within their scope of work. Interface included these six subareas in their scope of work. Houseal Lavigne lists subarea plans that can be included at an additional cost.

Translation Services

- Houseal Lavigne charges an additional fee for all translation services. Interface Studios includes the cost of translation for community engagement in their proposal.
- Both firms charge an additional fee for the translation of the entire final comprehensive plan.

Cost

- Planning staff evaluated both proposals closely to determine the total cost of the services if all required tasks from the RFP were included in the base cost and not separated out as a separate optional charge.[\[2\]](#) Staff finds that although Interface’s proposal is 23.5% more costly[\[3\]](#), than Houseal’s proposal[\[4\]](#), but it includes 21% more labor hours.
- Staff believes both firms are experienced and will produce a high-quality product. However, each firm presents a different approach regarding public engagement and outreach integration. Interface provides for an extended and enhanced public engagement process while Houseal provides a necessary level of public engagement. Some items identified in the RFP, particularly at the low end of the cost range, will not be provided.

Fiscal Impact. The cost range for these services varies widely with the high end of the range nearly two times more costly as the low cost proposal depending on the firm and elements selected. From a budget perspective, this two-year project will occur over three fiscal years FY-26-28, with the project beginning mid-2026, and ending no later than mid-2028.

[\[1\]](#) Links to City Council meetings 2025-04-28 and 2023-12-11 where the Comprehensive Plan scope and work plan were discussed.

[\[2\]](#) “Required tasks” refers to an existing condition report, community engagement program, internal consistency report, economic analysis, housing element, subarea plans, design

guidelines, translation services and final plan deliverables.

[3] ~44% of the additional 23.5% cost is associated with travel expenses.

[4] This is based on Houseal's median proposal as they provide a range for costs for services.

Core Priorities:

Fiscal Stability, Economic Development, Infrastructure Investment, Environmental Sustainability, and Vibrancy. A comprehensive plan update will review and provide policy guidance on matters related to economic development, infrastructure investment, sustainability and vibrancy. The cost of the professional services to develop the comprehensive plan update are an important fiscal consideration as well.

Attachments:

1. Attachment A. Revised January 12, 2026 Final RFQ-RFP 2025-11-20- Comprehensive Plan Update.v2
2. Attachment B. 3.20.26 Additional Guidance and Requirements Provided to Consultants Chosen to Respond to RFP

City of Highland Park, IL
Qualifications Based Selection (QBS)
Request for Qualifications (RFQ)
Comprehensive Plan Update

REVISED JANUARY 12, 2026 November 20, 2025

Overview. The City of Highland Park is conducting a request for qualifications from firms with extensive experience planning with similarly sized jurisdictions. The ultimate goal is to create an updated Comprehensive (Master) Plan (“*The Update*”) for the City that captures its vision for land and economic development that incorporates the arts and sustainability to enhance its quality of life and vibrancy. This Comprehensive Plan update should provide a community-based vision for the City along with policy action steps to realize that vision.

The Update should create a clear, graphically appealing, easily accessible community vision with informative supporting documentation that will serve as an overarching guide for the future development of the City. The Update will serve as the policy guide for the community, providing a comprehensive analysis of land use and economic development, and other important considerations specific to the integration of arts, historic preservation, housing, sustainability, multi-modal transportation, and public land / facilities into the city’s future. The Update should be informed by and integrate well with other governmental agency plans as well as recently developed City plans as appropriate.

Background. Since its last Comprehensive Plan update in 2001, the City has developed a series of policy centric and geographic specific plans and initiatives to address its needs and to launch focused policy initiatives. The Update will incorporate those planning initiatives as appropriate and include an internal consistency review to form the basis for what policies need update or should continue in their current form. Ultimately, the City seeks an Update that is aspirational and creative yet sufficiently grounded to be achievable over a reasonable long-term implementation horizon given municipal budget constraints, development realities, and economic context.

This scope of work provides for the update of the City of Highland Park’s (Master) Comprehensive Plan to:

- Reflect these initiatives, plans and legislative changes enacted since the last update,
- Review of internal consistency among various planning documents, and
- Re-examine select policies to ensure alignment with current needs and goals.
- Identify operational / implementation plans that should be commissioned subsequent to the comprehensive plan. Including scope and rough cost estimates for those subsequent plans for budgeting purposes.

- Most importantly, an updated Comprehensive Plan for the City.

This RFQ presents an opportunity to firms to inform the City of their capabilities and to help shape the scope of a subsequent RFP based on best practices in comprehensive planning, for which a subset of firms from the RFQ process will be invited to respond to a formal request for proposal. Successful RFQ responses will provide a review of the best practices in comprehensive planning engagements from structure of steering committee to community and stakeholder engagement. Key elements of this engagement will be project branding and communication of the update process and plan development initiatives. Initiatives should be ambitious yet pragmatic. The City seeks the use of the latest technologic tools to gather and summarize public feedback, to visualize future development scenarios, to aid engagement in collaborative plan development, and communicate various desired future scenarios to a broad inclusive set of stakeholders. The Update should provide the vision, conceptual goals and tangible initiatives for achieving them; including, but not limited to, providing direction on strategies, investments and approaches packaged as implementation projects.

The selected consultant will lead the planning process and develop project deliverables with oversight from the Community Development Department. The selected consultant will work under the direction of the City Steering Committee.

Drafts of all deliverables must to be provided to the Community Development Director for review prior to release to the Steering Committee, at the direction of the Director of Community Development, or designee. Nothing shall be released to the public without Steering Committee and City staff approval.

This RFQ process is designed to minimize the initial expenditures of time and money by prospective firms, while providing the City the necessary information to make an informed decision about what firms to invite to submit a formal detailed proposal in response to the subsequent RFP. This document provides pertinent background information, the project scope and the selection process.

Qualifications Based Selection (QBS)

The City is seeking a Request for Qualifications (RFQ) document from qualified firms for planning and consultant services. Upon evaluation of proposals responsive to this RFQ, a sub-set of firms will be selected for interview to present their qualifications and project understanding/approach, and to respond to questions from the City's selection committee. The selection committee will deliberate and select a sub-set of firms to respond to the City's Request for Proposal (RFP).

Response Format Requirements

The following information should be provided in response to this RFQ:

Cover letter on the firm's letterhead transmitting the document to the City. The cover letter shall summarize proposal contents and include contact information for the firm.

SECTION 1. Listing of key staff, presented in a company organizational chart format, starting with individuals of a higher ranking or classification near the top of the chart that are proposed to provide the majority of services.

SECTION 2. Key staff resumes, no more than one to two pages.

SECTION 3. List of other company support staff that are not anticipated to perform major items of work, but that will be available should their assistance be required.

SECTION 4. Proposed sub-consultants.

SECTION 5. Ongoing or completed projects of similar scope and magnitude that demonstrate the firm has experience in performing the work associated with the Scope.

SECTION 6. Project Approach & Understanding shall be described in a detailed discussion of the City's project for which services are needed. Please take note of Background section above when developing your response to this RFQ.

The following elements shall be included:

1. Project Name
2. Type of work required
3. Overview of best practices in comprehensive planning engagements from structure of steering committee(s) to community and stakeholder engagement, and use of tools.
4. The firm's proposed preliminary recommended project approach to obtaining necessary data, evaluating the existing conditions, including public engagement and methodology implemented to complete the update.
5. The firm's approach preliminary approach to this project and its management.
6. A list of anticipated key challenges or what is anticipated to be the significant challenge in completing the requested work.

The RFQ proposals shall be bound and printed on 2-sides. Each section shall be tabbed to facilitate fast and easy retrieval to the section. Three ring binders will not be allowed. At the firm's discretion photographs, tables, charts or other graphics may be inserted in the RFQ to help demonstrate your understanding and interest in providing the requested services.

Additional information on the RFQ submittal is available on the City's website at: [Bids / RFPs | City of Highland Park, IL](#)

Please submit four (4) hard copies of proposal and a PDF of the proposal on a flash drive, addressed to: Joel Fontane, Director of Community Development, 1150 Half Day Road, Highland Park, IL 60035.

The RFQ shall be submitted no later than 2:00 pm on February 13, 2026.

It is the responsibility of the proposer to inspect the entire Request for Qualifications (RFQ) Package and seek clarification of any item, which may not be clear to them. Questions should be submitted to Charmain Later, Deputy Director Community Development by email at clater@cityhpil.com, by **January 26, 2026**. Only questions submitted by email will be addressed. No phone inquiries will be responded to or accepted. Once all questions are received, responses will be available on line at [Bids / RFPs | City of Highland Park, IL](#) by **February 3, 2026**.

Interviews

The selection panel will conduct an interview with each selected firm. The firm's proposed project manager must be present. The interview will be a maximum of sixty minutes. The firm attendees should be prepared to make a brief presentation (a maximum of twenty minutes in length) outlining their qualifications and experience with projects of similar scope and magnitude. The firm attendees should also demonstrate their understanding of the project, approach and services they would contribute to the project. The remainder of the scheduled time will be a question and answer session.

Ranking

Firm Selection is based on the following criteria:

- 1) Project staff;
- 2) Breadth, depth, and relevancy of experience with scope of services;
- 3) Demonstration of understanding / approach to project and scope of work needed;
- 4) Responsiveness to the City and the public;
- 5) The Firm's performance during the interview;
- 6) Website for project (if applicable);
- 7) Quality of office staff;
- 8) Quality of proposed sub-consultants; and
- 9) Quality of RFQ document.

Qualifications Based Selection (QBS) Process **REVISED SCHEDULE**

Activity	Date
Post RFQ	January 12, 2026
Deadline to submit questions regarding RFQ	January 26, 2026
Responses to Questions	February 3, 2026
RFQ Due	February 13, 2026
Interview of Selected Firms	March 2-6, 2026
Firms Selected to Provide Proposals for RFP Phase	March 6, 2026
RFP - Proposals Due	April 3, 2026
Announce Firm Selection for Contract	April 10, 2026
City Council Approval of Contract	April 27 or May 11, 2026

The selected firm will be required to execute the City's professional services agreement as attached to RFP as Attachment A. Please read this agreement carefully and ensure you can accept all the terms in the agreement. No changes will be allowed in the professional services agreement unless otherwise agreed upon by the City.

TABLE OF CONTENTS for RFP

1. Scope and Background
2. Project Tasks
3. Standard Conditions

Attachment A: Professional Service Agreement

- Sample City of Highland Park Professional Services Contract

Attachment B: Plans and Legislative Items

Master Plan and Neighborhood Districts

- 1976 Master Plan
- 1998 Moraine North Approved Plan
- 1998 Fort Sheridan Plan
- 1999 Southwest Approved Plan
- 1999 Lakefront Approved Plan
- 1999 Westside Approved Plan
- 2000 Green Bay Road Approved Plan
- 2000 Northwest Approved Plan
- 2001 South Central Approved Plan
- 2001 North Central Approved Plan
- 2001 Central Neighborhood District Approved Plan
- 2001 Camiros Central Business District Approved Plan
- Skokie Corridor Plan

Central Business District

- CBD Sasaki Plans
 - 1981 Sasaki Design Development Summary
 - 1986 Sasaki Streetscape Guide Plan Phase II
 - 1988 Sasaki Streetscape Guidelines Phase II
 - Sasaki Plan Binder
- 2007 CBD Market Study
- 2013 Lakota Central District Plan

- 2016 Ratio HP Streetscape Conceptual Design
- 2018 CBD Design Guidelines

Ravinia Streetscape

- 2012 Hitchcock Ravinia Streetscape Design and Identity Study
- 2012 Strand Associates Ravinia Business District Utility Study Report
- 2015 Michaels Signs Ravinia District Shop Drawing Package
- 2015 Michaels Signs Ravinia District Shop Drawings – Revised
- 2015 RTKL Highland Park Ravinia District 100% Design Development (Signage)
- 2015 TFW Ravinia District Survey Document – Revised
- 2019 Ratio Ravinia Streetscape 60% Plan Set
- 2020 Ratio Ravinia Streetscape & Lighting Plan Adopted
- Ravinia Strategic Plan

Transportation

- 2012 Bike Walk Plan Approved with Appendix
- 2016 Family Friendly Bikeways Action Plan and subsequent
- 2020 MoveHP

Housing

- 2025 Affordable Housing Plan Update

Other Plans

- Current Sustainability Plan
- Current Business Development Strategic Plan
- 2007 Greenways Plan - Final Amended
- 2016 Cultural Arts Plan
- 2022 Historic Preservation Plan
- 2024 Greenprint – Park District of Highland Park
- Map of Planning Districts
- NOT ADOPTED – Aging in Community
- NOT ADOPTED – Elevating Aging in Community in HP
- Memo, Briergate Establishing B4-BG District

Legislative Actions

- O41-15 B4-4, B4-5, B4-6, and RO districts

- O74-2019 Briergate
- O57-2002 Establish RM1A District
- O83-2020 CBRO Creation
- O85-2020 Freestanding Parking Lots in B5
- O66-2020 POSO Elimination
- O82-2020 Rezone Parcels on GBR
- O84-2020 Rezone Parcels in B5

Other legislative actions and operational plans as appropriate to enable the consultant to understand the community and its operational plans and policies.

REQUEST FOR PROPOSALS:

SCOPE AND BACKGROUND:

A Comprehensive Master Plan serves as the vision and policy guide for a community, providing a comprehensive analysis of land use and development systems, and other important consideration specific to the historic preservation, housing, land use and development (including design and zoning), sustainability, transportation, public facilities, parks and open spaces. This scope of work seeks to update the City of Highland Park Master Plan to provide a consensus based vision for the City. The update to the Master Plan (the “*Comprehensive Plan*”) should create a clear, graphically appealing and informative community vision, which will guide the consideration of future development opportunities and encourage development that complements the established character of Highland Park.

Since the last Plan update in 2001, the City has developed a series of policy centric and geographic specific plans and initiatives to address current needs and launch particular policy initiatives. This scope of work provides for the update of the City of Highland Park’s (Master) Comprehensive Plan to:

- Reflect these initiatives, plans and legislative changes enacted since the last update,
- Review of internal consistency among various planning documents, and
- Re-examine select policies to ensure alignment with current needs and goals.
- Identify operational / implementation plans that should be commissioned subsequent to the comprehensive plan. Include rough cost estimates for those plans subsequent plans for budgeting purposes.
- Most importantly, an updated Comprehensive Plan for the City.

Preliminary Focus Areas for (Master) Comprehensive Plan Update

A Master Plan serves as the vision and policy guide for a community, providing a comprehensive analysis of land use and development systems, and other important matters specific to the community in question. Typical topics areas include, but are not limited to economic development, historic preservation, housing, land use and development (including design & zoning matters), sustainability / adaptation, transportation and public facilities, parks and open space, etc.

- **Land Use & Zoning for the Skokie Valley Corridor**
 - Currently this corridor and surrounds has vacant land that presents redevelopment possibilities that represent a challenging set of trade-offs related to quality-of-life and economic development for the community.
 - Given the rezoning and redevelopment proposal currently under consideration for the former Solo Cup site, it is premature to begin a planning process at this time for this corridor. However, there are

many other areas in this corridor that need reexamination, including but not limited to the Crossroads area and this corridor's remaining vacant and underutilized land.

- Review zoning and land use in the corridor to ensure it reflects the desired vision for the community.

➤ **Commercial Districts**

- Central District (downtown) – Review, update and reaffirm the Central District Land Use and Urban Design Study; integrate it with an updated Streetscape Conceptual Design Plan and reconcile this with earlier Central District Plan as appropriate.
 - The 2015 downtown zoning initiative has spurred significant private investment in downtown. A comprehensive plan update can explore additional strategies for encouraging development in and around downtown. It could also review development and use opportunities for City owned parking lots.
- Central District and Ravinia District – Are the uses permitted aligned with what the city wants to see develop? Ensure the desired future development for these areas align with the City's zoning and land use development policies and codes.
- Update/Create Design Guidelines for Central District and Ravinia District

➤ **Highland Park / Highwood Border & Unincorporated Area Bordering Highland Park**

- Revisit zoning for properties and areas close to and bordering Highwood.
- Develop future development vision for the eventual development the Federally owned unincorporated land north of the City, including zoning, open space, and relationship to the Fort Sheridan neighborhood considerations regarding building design and transportation connections.

➤ **Governmental Facilities and Land Use**

- Public Activity / Open Space Zoning.
 - Park, School, Forest District and other governmental entities.
- Identify development goals, strategies and options for City property, including parking lots, particularly those in and around downtown.

➤ **Housing**

- Affordable Housing Element Update

➤ **Government Resources, Social Support Systems and Community Resiliency**

- Social service infrastructure – Legal Clinic, Affordable Housing, other Gov’t Partnerships.

➤ **Coordination with and Integration of Other Plans**

- Refer to and integrate as appropriate other City plans into the Comprehensive Plan
 - Business Development Strategy, Sustainability Plan, Historic Preservation Plan, MoveHP Plan, Aging in Place and other plan documents as appropriate.
- Plans from Other Agencies
 - How should the Comprehensive Plan be informed by other agency plans etc.?
 - Explore areas for coordination among existing plans, policy, and implementation efforts etc.

The selected consultant will work under the direction of the City Steering Committee. The selected consultant will lead the planning process and develop project deliverables with oversight from the Community Development Department. Drafts of all deliverables must be provided to the Community Development Director for review at least three (3) weeks prior to release to the Steering Committee. Nothing shall be released to the public without Steering Committee and City staff approval.

PROJECT TASKS:

At a minimum, proposals should include the following and outline other best practice tasks necessary and Consultant’s recommended approach to develop a successful Comprehensive Plan update:

- **Initiation and Project kickoff meeting with Staff and Steering Committee.** Proposal should indicate whom from the Consultant team will attend the meeting, and their role in The Update project.
- **Project Management.** Identify key personnel from the Consultant team assigned to work on this project by at least task category, and detail working structure with attention to information gathering, review of draft findings and recommendations, presentations and facilitation, and draft, final draft, and final report writing, including quality control. Describe approach to project meeting

coordination, collaboration, administration and documentation. The City's Department of Community Development expects to work closely with the selected firm to guide and review its work, and help coordinate, facilitate and conduct the various activities associated with The Update. Proposals should include expectations of City staff in terms of work and time commitment in developing The Update.

- **Stakeholder Engagement & Communication.** Describe your approach to an inclusive public engagement that ensures all have the opportunity to participate in this Update's dialog and development. Identify all communication modalities. Among the potential public engagement methods key stakeholder interviews, facilitated focus group discussions, plan website, surveys , public open houses, workshop events, and other public meetings/events. Proposals should indicate the number of each type of engagement method as appropriate, and expectations for City staff support throughout the engagement. Identify the interactive tools that you intend to use in these efforts – such as ArcGIS family of tools, Sketch Up etc., Word clouds, to scenario plan and provide visual graphical depictions of various alternatives, provide examples from past work.
- **Existing Conditions Report.** Propose an approach to understanding current conditions within Highland Park. The existing conditions report should include a thorough review of the City's existing plans and legislative actions as they relate to land use and economic development such as newly adopted zoning amendments, past economic development analyses, and the existing comprehensive plan. Additionally, the Consultant should review the recent history of development proposals in the City to identify common community issues and concerns. Feedback from City staff, key stakeholders and the Steering Committee will aid in the identification of key policy issues during this update process.
- **Economic Assessment Report.** The background report will describe and analyze Highland Park's economy, identify what drives it and how strategic economic incentives, programming and infrastructure investments can leverage place making and more vibrancy. This report will analyze socio-economic and demographic data and assess the City's economic role in, the North Shore area, Lake County, and the Chicagoland area; and identify strategic opportunities to enhance its competitiveness as a place to live and operate a business. Proposals should include the key elements of the analysis and strategy this report will provide.
- **Internal Consistency Report.** The City has developed plans over the years that should be in some form incorporated into this update, and updated only where necessary or desired through The Update. The consultant will analyze the City's existing plans to identify and address policy inconsistencies as part of a collaborative plan making process. This will aid the development of a robust Update that consists of internally consistent and mutually supportive policies, goals and initiatives. Explain approach and methods used to identify, communicate and resolve policy conflicts.
- **Preliminary Findings, Themes & Recommendations Document.** The consultant will develop and present preliminary findings, themes and

recommendations based on public outreach, staff and key stakeholder input and the reports above. The purpose of this working document deliverable is to vet key findings, themes and recommendations before expending significant resources on the preparation of the draft plan. This intermediate deliverable is intended for City Staff review and will be vetted by the Steering Committee before work developing The Update begins.

- **Draft Plan.** The Consultant will develop a Draft Plan for review that reflects the ideas, needs, and assessments identified in the prior project phases. There is flexibility in the format and length of the Draft Plan, but proposal should provide major elements to be covered, and identify areas for additional research and development.
- **Final Review Draft Plan.** The Consultant should prepare a final plan based on the comments collected regarding the Draft Plan by City staff, the Steering Committee, stakeholders, and ultimately the City Council. The Draft Final Plan will be presented jointly by City staff and the Consultant team to the City's Plan and Design Commission for their review and feedback through a public hearing process after which it will make a recommendation to the City Council for consideration and adoption. The Consultant should assume a series of public meetings will be necessary beyond those associated with community outreach including informal presentations to the Plan and Design Commission, City Council Committee of the Whole, and including formal public hearings.
- **Form Final Deliverables.** Comprehensive Plan Update Website. Ten (10) hard copies of the Final Plan, one or more .pdf files of all relevant documents and presentations from Update development to final presentation, and one (1) digital version of all materials in their native format editable for use beyond this project, including project website materials compatible with, or preferably developed for the City's website.

STANDARD CONDITIONS

Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting proposals. Issuance of this RFQ/RFP does not obligate the City to pay any costs incurred by a proposer in its submission of a proposal or conducting any necessary studies or creating any necessary designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFQ/RFP.

A proposer may withdraw its proposal, either personally or by written request, at any time prior to the Deadline for submittals. No proposal may be withdrawn for 60 days after the date set for opening proposals. Proposals will be subject to acceptance during this period.

The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the proposal with the lowest cost to the City; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFQ/RFP process; provided, however, that the waiver of any prior defect or informality will not be

considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their proposal.

Please be aware that records maintained by the City during the RFQ and RFP phases of this Project are public and the City may have to make such records available for public inspection. The City cannot guarantee that if you submit information you consider to be confidential or proprietary that the City will not have to disclose it. All submissions will become the property of the City upon receipt. The City appreciates your interest in this Project.



City of Highland Park

1707 St. Johns Avenue
Highland Park, Illinois 60035

CITY OF HIGHLAND PARK PROFESSIONAL SERVICES AGREEMENT COMPEHENSIVE PLAN UPADTE

THIS AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 20____ (**“Effective Date”**) and is by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (**“City”**), and _____, an [*insert state and type of business entity, e.g. “Colorado limited liability company”*] (**“Consultant”**) (collectively, the **“Parties”**).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The City hereby engages the Consultant to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: update the City of Highland Park Comprehensive Plan (also referred to as the Master Plan) (collectively, the **“Services”**).

B. Services. The Consultant has submitted to the City a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (**“Scope of Services”**). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties **on the date specified in the Scope of Services** (**“Commencement Date”**). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (**“Time of Performance”**).

D. Reporting. The Consultant will regularly report to the City regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and the Consultant; or (ii) create any relationship between the City and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the City.

G. Mutual Cooperation. The City will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other the Consultants engaged by the City.

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H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant will also comply with all conditions of any federal, state, or local grant received by City or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed [INSERT TOTAL NOT TO EXCEED PRICE] ("**Compensation**"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the City.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the City, the Consultant must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the City without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation,

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all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

G. Additional Services. The City will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (“**Additional Services**”), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of City Manager after approval in accordance with applicable procedures.

H. Uncontrollable Circumstances. The Consultant is responsible for carrying out the obligations under the terms of this Agreement. In any event the Consultant is unable to carry out its obligations under this Agreement or anticipates a delay in carrying out its obligations under this Agreement because of uncontrollable events or circumstances, it must provide written notice to the City as soon as reasonably possible, identifying the nature of the circumstances preventing it from carrying out its obligations, and the anticipated duration of any delays. The Consultant must continue taking all reasonable steps necessary to remedy the uncontrollable event or circumstance and to mitigate any anticipated delay or impact of the uncontrollable event or circumstance. In no event will the City be liable for any increased costs or obligated to provide additional financial compensation to the Consultant to satisfy its obligations under this Agreement, regardless of any uncontrollable event or circumstance, unless otherwise authorized by this Agreement. For purposes of this Agreement, the increase in any price or cost imposed upon the Consultant in the course of providing the Services, causing economic hardship, impracticability of performance, or decreased profitability, due to a change in commercial, economic, or market conditions, increased taxes or tariffs, failure of performance by a contractor, or otherwise, is not an uncontrollable event or circumstance.

I. No Additional Obligation. The City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services (“**Key Project Personnel**”), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the City prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

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B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the City. The City approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon notice from the City, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the City determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the City has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the City by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the City that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the City. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the City regarding the

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confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the City. At the City request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the City. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed “works for hire” within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq* subject to the terms of this Agreement. To the extent any work product does not qualify as a “work for hire,” the Consultant irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Consultant will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the City data in the format requested by the City. If any of the above items are lost or damaged while in the Consultant’s possession, those items will be restored or replaced at the Consultant’s expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the “**Disclosure Laws**”). In the event that the City requests records from the Consultant, the Consultant shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

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D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City may have in equity, by law or statute. The Consultant will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. The Consultant represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify City in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

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E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the City for all loss or damage that the City may suffer, and this Agreement will, at the City option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the City that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's

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performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancellation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the City determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the City may pursue the following remedies:

1. **Cure by the Consultant.** The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. **Termination of Agreement.** The City may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

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3. Withholding of Payment. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. City Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: Joel J. Fontane, Director Community Development
E-mail: jfontane@cityhphil.com

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654

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Attention: Steven M. Elrod, Corporation Counsel
E-mail: steven.elrod@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Attention: _____
Email: _____

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Lake County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Lake County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**PROFESSIONAL SERVICES AGREEMENT
COMPREHENSIVE PLAN UPDATE**

M. Exhibits. Exhibits **A** and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 2.C, 5, and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

CITY OF HIGHLAND PARK

By: _____
Ashley Palbitska, Deputy City Clerk

By: _____
Ghida S. Neukirch, City Manager



PROFESSIONAL SERVICES AGREEMENT
COMPREHENSIVE PLAN UPDATE

ATTEST:

CONSULTANT

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Its: _____

**PROFESSIONAL SERVICES AGREEMENT
COMPREHENSIVE PLAN UPDATE**

Attachment B: Development and Design Plans and Legislative Items

Master Plan and Neighborhood Districts

- 1976 Master Plan
- 1998 Moraine North Approved Plan
- 1998 Fort Sheridan Plan
- 1999 Southwest Approved Plan
- 1999 Lakefront Approved Plan
- 1999 Westside Approved Plan
- 2000 Green Bay Road Approved Plan
- 2000 Northwest Approved Plan
- 2001 South Central Approved Plan
- 2001 North Central Approved Plan
- 2001 Central Neighborhood District Approved Plan
- 2001 Camiros Central Business District Approved Plan
- Skokie Corridor Plan

Central Business District

- CBD Sasaki Plans
 - 1981 Sasaki Design Development Summary
 - 1986 Sasaki Streetscape Guide Plan Phase II
 - 1988 Sasaki Streetscape Guidelines Phase II
 - Sasaki Plan Binder
- 2007 CBD Market Study
- 2013 Lakota Central District Plan
- 2016 Ratio HP Streetscape Conceptual Design
- 2018 CBD Design Guidelines

Ravinia Streetscape

- 2012 Hitchcock Ravinia Streetscape Design and Identity Study
- 2012 Strand Associates Ravinia Business District Utility Study Report
- 2015 Michaels Signs Ravinia District Shop Drawing Package
- 2015 Michaels Signs Ravinia District Shop Drawings – Revised
- 2015 RTKL Highland Park Ravinia District 100% Design Development (Signage)

**PROFESSIONAL SERVICES AGREEMENT
COMPREHENSIVE PLAN UPDATE**

- 2015 TFW Ravinia District Survey Document – Revised
- 2019 Ratio Ravinia Streetscape 60% Plan Set
- 2020 Ratio Ravinia Streetscape & Lighting Plan Adopted
- Ravinia Strategic Plan

Transportation

- 2012 Bike Walk Plan Approved with Appendix
- 2016 Family Friendly Bikeways Action Plan
- 2020 MoveHP

Housing

- 2025 Affordable Housing Plan Update

Other Plans

- 2007 Greenways Plan - Final Amended
- 2010 Sustainability Plan
- 2015 Cultural Arts Plan
- 2022 Historic Preservation Plan
- 2024 Greenprint –Park District of Highland Park
- Map of Planning Districts
- NOT ADOPTED – Aging in Community CL Comments
- NOT ADOPTED – Elevating Aging in Community in HP

Legislative Items

- O41-15 B4-4, B4-5, B4-6, and RO districts
- O74-2019 Briergate
- O57-2002 Establish RM1A District
- O83-2020 CBRO Creation
- O85-2020 Freestanding Parking Lots in B5
- O66-2020 POSO Elimination
- O82-2020 Rezone Parcels on GBR
- O84-2020 Rezone Parcels in B5
- Memo, Briergate Establishing B4-BG District

PROFESSIONAL SERVICES AGREEMENT
FACILITIES IMPROVEMENT PROJECT
FIRE STATION #34 & PUBLIC SERVICES CENTER

EXHIBIT A

PROPOSAL

[TO BE PREPARED BY THE CONSULTANT AND ACCEPTABLE TO CITY]

[WILL INCLUDE SCHEDULE]

PROFESSIONAL SERVICES AGREEMENT
FACILITIES IMPROVEMENT PROJECT
FIRE STATION #34 & PUBLIC SERVICES CENTER

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

**PROFESSIONAL SERVICES AGREEMENT
FACILITIES IMPROVEMENT PROJECT
FIRE STATION #34 & PUBLIC SERVICES CENTER**

- F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Highland Park including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

Additional Insured

Policy or Policies

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The City has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the City will be limited to the scope of the Work that the Consultant is to provide for the City;
2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.**
 - a. **Trade Secrets of the City.** The GIS Data constitutes proprietary materials and trade secrets of the City and is the property of the City;
 - b. **Consent of City Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the City.
 - c. **Supply to City.** At the request of the City, the Consultant will provide the City with all information that has been developed by the Consultant based on the GIS Data;
 - d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data; and
 - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the City, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the City will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

Additional Guidance:

In addition to the information and requirements provided in the RFQ / RFP the following provides additional guidance.

Responses should include the following in their proposals:

1. **Term.** (note the City uses a calendar yr. fiscal year.)
 - Two year engagement spread over three fiscal years – to end no later than Jun 2028.
2. **Structure.**
 - Recommended project organizational structure / framework for the engagement, with alternative structures.
3. **Budget.**
 - A recommended budget for the work to achieve what the proposer believes is the best approach to complete a Comprehensive Plan Update in accordance with the RPQ/RFP.
 - Provide pricing for each element in the RFP/RFQ and recommended alternative groupings of key tasks/deliverables so that the City may select what to include, or not, to address budgetary constraints, if any.
 - Survey: please specify whether survey statistically significant, or not, and include the associated cost difference.
 - Events, workshops and meetings.
 - Include number and cost for each.
 - Budget should include a separate line items for travel expenses, participant incentives, translation services (at least Spanish, and possibly another language TBD).
 - List of staff work in number of hours by task, along with hourly rate charged and total cost per task per staff member assigned.
 - Include assumptions about City staff time in hrs. by task, and at key meetings and outreach events etc.
 - Summary of project team's staff roles for this engagement, including sub-contractors - must include titles and hourly rates for both your firm and sub-contractors.
 - Cost to update City's Design Guidelines document for downtown, and cost to create separate business district specific guideline documents.
4. **Design Guideline Document.**
 - This element of the Comp plan update should improve upon the City's existing design guidelines document.
5. **Housing Plan.**
 - The City's 2003 Housing Plan underpins the City's Affordable Housing Program. The data and analysis in this plan needs to be updated and expanded as appropriate to capture program accomplishments, and align with current day policy etc.

6. Deliverables.

- A list of deliverables along with a description of each.

Schedule for Submittals.

The following provides a revised RFP submittal schedule:

Activity	Date
Firms Selected to Provide Proposals for RFP	March 20, 2026
Deadline to Submit Questions regarding RFP	April 3, 2026
City Response to Questions	April 10, 2026
Proposals Due	April 17, 2026
Interviews with Consultant teams	Week of April 20, 2026
Announce Firm Selection for Contract	April 24, 2026
City Council Approval of Contract (TBD)	May 11 or May 26 th , 2026

Please submit four (4) hard copies of the RFP and a PDF of the proposal on a flash drive, addressed to: Joel Fontane, Director of Community Development, 1150 Half Day Road, Highland Park, IL 60035.

- Responses shall be submitted no later than 2:00 pm on **April 17, 2026**.

Questions / Clarifications.

- It is the responsibility of the proposer to inspect the entire Request for Proposal and seek clarification of any item, which may not be clear to them.
 - Questions must be submitted to Charmain Later, Deputy Director, Community Development, via email at clater@cityhpil.com, on or before **April 3, 2026**.
 - Only questions submitted by email will be addressed. No phone inquiries will be responded to or accepted.
 - Responses to all questions will be made available on line at [Bids / RFPs | City of Highland Park, IL](#) on or before **April 10, 2026**.