

RESOLUTION NO. 49 - 17

A RESOLUTION APPROVING A PLANNING SERVICE AGREEMENT BETWEEN THE VILLAGE OF CHATHAM AND THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION FOR THE DEVELOPMENT OF A COMPREHENSIVE LAND USE PLAN

WHEREAS, the Village of Chatham (hereinafter “Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Springfield-Sangamon County Regional Planning Commission (hereinafter “Commission”) provides overall planning services related to land use, housing, recreation, transportation, economic development, and environmental protection, conducting many special projects and programs throughout the year; and

WHEREAS, the Commission has proposed assisting the Village in producing a Comprehensive Land Use Plan (hereinafter “Plan”) at a cost of \$23,000; and

WHEREAS, in light of the vast experience of the Commission in regional land use planning, the Village desires to retain and enter into an agreement to procure land use planning services from the Commission as proposed.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2. Approval of Agreement. The Village Board of Trustees hereby approves the Planning Service Agreement between the Village and the Commission for the Development of a Chatham Comprehensive Land Use Plan, attached hereto as Exhibit A, between the Village

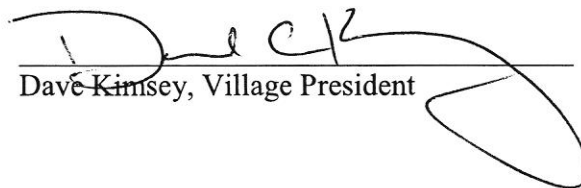
of Chatham and the Springfield-Sangamon County Regional Planning Commission, and authorizes the Village President and Village Clerk to execute same.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 14 day of November 2017, at Chatham, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
TERRY FOUNTAIN	X			
BRETT GERGER	X			
NINA LINDHORST	X			
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	6	0	0	0

APPROVED by the President of the Village of Chatham, Illinois this 14 day of November, 2017.


 Dave Kimsey, Village President

Attest: 
 Amy Dahlkamp, Village Clerk

**EXHIBIT A
PLANNING SERVICES AGREEMENT**

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**PLANNING SERVICE AGREEMENT
BETWEEN THE
VILLAGE OF CHATHAM
AND THE
SPRINGFIELD-SANGAMON COUNTY
REGIONAL PLANNING COMMISSION
FOR THE DEVELOPMENT OF A
CHATHAM COMPREHENSIVE LAND USE PLAN**

THIS AGREEMENT is made and entered into as of date of joint signature, below, between THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION, hereinafter referred to as "Commission", and the VILLAGE OF CHATHAM, CHATHAM, ILLINOIS, hereinafter referred to as "Village", and covers certain professional services in connection with the development and production of a Comprehensive Land Use Plan, hereinafter referred to as "Plan", for the Village.

I. INDEPENDENT CONTRACTOR

The Commission shall serve as an independent contractor insofar as the performance of services hereunder is concerned. The Commission shall comply with all laws, rules, ordinances and regulations set forth by municipal, state and federal bodies of government.

II. ASSIGNMENT

The Commission may subcontract elements of its work but shall remain solely responsible for all work conducted under this agreement.

No assignment of work under this agreement shall be made without the express written consent of the Village. In the event that the Commission becomes unable to fulfill the terms of the agreement, written notice will be given to the Village within 30 days, at which time the Commission may request written consent for the assignment of the remaining work under the agreement. Assignment of work under the agreement shall be at the discretion of the Village.

III. SCOPE OF SERVICES

The Commission agrees to assist the Village in producing the Plan, which shall include all land within the municipal jurisdiction of the Village, including properties within its one and one-half (1.5) mile extra-territorial jurisdiction. Among the services the Commission agrees to provide are those necessary to successfully complete the tasks described in Attachment A of this agreement, hereinafter referred to as the "Scope of Services", and is made part of it.

1 **IV. SPECIAL PROVISIONS**

2 **A. The Village agrees to:**

- 3 ■ The establishment of a project Steering Committee, to provide guidance to the
- 4 Project, appointed by the Mayor. The Village will provide a location for the
- 5 Steering Committee to meet and be responsible for the notification of the public
- 6 concerning such meetings and keeping of the minutes.
- 7 ■ As requested by the Commission, and in an efficient and expeditious manner, the
- 8 Village shall provide to the Commission data or other information held by the
- 9 Village or its contractors or agents – including, but not limited to, maps, charts,
- 10 photographs, supporting GIS overlays and data, as well as access to Village staff
- 11 – that the Commission deems to be necessary and incidental to the Commission’s
- 12 work under this agreement.
- 13 ■ The assistance of the staff of the Village in the identification and collection of
- 14 materials pertaining to the history of the Village, as well as assistance in the
- 15 drafting of this section of the Plan.
- 16 ■ The organization of up to four (4) focus group meetings to be held with targeted
- 17 groups or organizations as identified by the Mayor.
- 18 ■ The provision of space for two (2) public meetings, as well as the notification of
- 19 the public concerning such meetings and keeping of minutes.
- 20 ■ The linking of the Village’s website to a site allowing the public to provide
- 21 comments to the Steering Committee of use in the development of the Plan.
- 22 ■ The handling of all communications with the media related to the project.

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24 **B. The Commission shall provide the Village with:**

- 25 ■ Twenty-five (25) color copies of the written plan final draft document plus a
- 26 digital copy.
- 27 ■ Tabular data from the community survey.
- 28 ■ Facilitation of up to four (4) focus group meetings to be held with targeted groups
- 29 or organizations as identified by the Mayor and a written synopsis of each
- 30 meeting.
- 31 ■ One (1) public meeting to discuss the results of the community survey.
- 32 ■ One (1) public meeting to provide community input into the final draft plan.
- 33 ■ Space on the Commission’s website allowing the public to provide comments to
- 34 the Steering Committee of use in the development of the Plan.
- 35 ■ Revisions to the plan as determined by the Village based on the final public
- 36 meeting.

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38 **C. Intellectual Properties:**

39 Any data or other intellectual products and properties developed by and for the
40 Project shall be the joint property of the Village and the Commission, and may be
41 used by these parties individually or collectively without fee or other limitation.
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44 **V. SCHEDULE OF WORK AND TERM OF AGREEMENT**

1 The Commission shall complete the work described in the Scope of Services within
2 twenty-four months (24) months of establishment of the Steering Committee noted in
3 Sec. IV(A) . This period may be extended with the approval of both parties.
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5 The term of the agreement shall be from the effective date specified in the opening
6 paragraph herein and shall run through the completion of all services described herein
7 and the full acceptance of the Final Plan Draft as described in Scope of Services by the
8 Village.
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10 **VI. FORCE MAJEURE**

11 Neither party shall be deemed in default of this Agreement to the extent that any delay or
12 failure in the performance of its obligations results from any cause beyond its reasonable
13 control and without negligence.
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16 **VII. INDEMNIFICATION**

17 The Commission and the Village each agree to hold harmless, and their respective
18 officers, employees, agents, and representatives, from and against liability for all claims,
19 losses, damages, and expenses, including reasonable attorney's fees, to the extent such
20 claims, losses, damages, or expenses are caused by the indemnifying party's negligent
21 acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by
22 the joint or concurrent negligence of the Commission and the Village, they shall be borne
23 by each party in proportion to its negligence.
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26 **VIII. GOVERNING LAW**

27 This agreement and the rights and obligations of the parties identified in it shall be
28 governed by, and construed according to, the laws of the State of Illinois.
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31 **IX. ENTIRE AGREEMENT**

32 This agreement and its attachments contain the complete and entire agreement, in terms
33 of obligations, responsibilities, duties and services to be provided to the Village by the
34 Commission. Any additional statements of promises, verbal agreements, or commitment
35 of additional services not identified in this agreement shall be presented in writing, signed
36 by both parties, and committed to this document in their entirety. Any agreed
37 modifications or amendments to this agreement shall be in effect until such time as
38 termination of the agreement is reached.
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41 **X. TERMINATION**

42 This agreement may be terminated for cause by either party after a minimum of 30 days
43 notice is provided to the other party. This agreement may be terminated without cause by
44 either party after a minimum of 90 days notice provided to the other party. The parties
45 may agree to waive the notice of termination period. However, such agreement must be
46 in writing and signed by both parties.

1 Upon such termination the Commission shall cause to be delivered to the Village all such
2 work product as was produced prior to the agreement's termination with the
3 understanding that this work product becomes the property of the Village. The
4 Commission shall be paid for any services completed based upon the percentage of tasks
5 under the Scope of Work that have been completed up to the date of termination.
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8 **XI. MODIFICATION/AMENDMENT**

9 Any modification or amendment of this agreement must be in writing and signed by both
10 parties to this agreement.
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13 **XII. COMPENSATION**

14 The Village agrees to pay \$23,000 for the services to be performed by the Commission as
15 described in the Scope of Services. Additional services outside of the Scope of Services
16 noted in Attachment A shall be an additional charge, the amount to be agreed upon by the
17 parties before the additional work commences, and be entered into this agreement as a
18 modification/amendment to it.
19

20 Such compensation will be paid in two (2) installments, with \$11,500 due upon
21 completion of the Focus Groups noted in Activity II.3 and the remaining \$11,500 due
22 upon delivery of the final plan following revisions.
23

24 The Village agrees that any final projects(s) or deliverables of this project shall be the
25 property of the Commission until the final plan following revisions is accepted by the
26 Village and the total compensation as described above is paid to the Commission.
27

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29 **XIII. NOTICE**

30 All notices given or so sent hereunder shall be sent by United States mail, postage
31 prepaid, addressed to the respective party at the address set forth in the signature section
32 hereof, or to such other address as the parties may designate in writing from time to time.
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35 **XIV. EXECUTION**

36 This agreement shall be executed by the duly authorized representatives of the
37 Commission and the Village as indicated below:
38

39 For the Commission

40
41 NAME: E. Norman Sims
42 TITLE: Executive Director

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44 SIGNATURE: 

45
46 DATE: 11/28/2017

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48 ADDRESS: SSCRPC, 200 S. 9th Street, Room 212, Springfield, IL 62701

SSCRPC  VILLAGE AK 4

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For the Village

NAME: David Kimsey

TITLE: President

SIGNATURE: 

DATE: 11-14-17 Attn: Pat McCarthy

ADDRESS: 117 E. Mulberry
Chatham, IL 62629

ATTACHMENT A
Scope of Services

PROJECT SCOPE:

The scope of services outlined below has been developed for the purpose of preparing a Comprehensive Land Use Plan for the Village of Chatham. This scope of services is based on a series of conversations between senior staff of the Springfield-Sangamon County Regional Planning Commission (SSCRPC) and representatives of the Village. The scope is also based upon the SSCRPC's knowledge of the Village of Chatham, its previous work for the Village, and its past and continuing work on comprehensive land use plans for other municipalities in the region.

Planning Assumptions

The SSCRPC's proposed scope of services also incorporates a series of planning assumptions that incorporates a multi-stage process and takes into account the Village's interest in completing the project in an expeditious manner while meeting the requirements of 65 ILCS 5/11-12-5. Some of those planning assumptions are:

- The SSCRPC will be provided with data and other information and mapping resources by the Village in an expeditious and efficient manner.
- The Village will use its resources to assist the SSCRPC in the development of the section of the plan reviewing the Village's history.
- The Village will identify up to four (4) business and/or community groups to serve as targeted focus groups participants, make necessary arrangements for the SSCRPC to meet with the identified groups and provide any logistical support that may be needed.
- The Village will assist the SSCRPC in the identification and provision of venues for two (2) public meetings, and also assist it in such areas as media relations and public notifications.
- The Village will establish a Steering Committee, the members selected by the Mayor or his designee in consultation with the SSCRPC. The Chair of the Steering Committee shall be selected by the Mayor. The Village will be responsible for meeting public notification requirements and keeping minutes.

Planning Time Horizon and Area to be Covered

As is typical of most municipal comprehensive plans, the SSCRPC will be using 20 years as the planning horizon, so this plan would look out to 2039. The plan will include the current municipal boundaries of the Village, as well as the 1.5 mile extra-territorial jurisdiction allowed under the Municipal Code. This extra-territorial jurisdiction will overlap with that of other municipalities in the area, and this overlap will be addressed during planning.

Anticipated Project Timeline

The SSCRPC anticipates the project to be done through a phase and task structure that is provided below.

While the Commission understands that the Village wishes for the plan to be done as

1 expeditiously as possible, there are several conditions that affect timing, some of which
2 cannot be anticipated at onset. For example, the Steering Committee must review and
3 approve work products at various stages, input from the committee or the public may
4 require that additional unplanned work be done, and desired task completion dates may
5 be missed due to problems in receiving data and information from the municipality. Time
6 must also be built into the process for necessary public input. It is the SSCRPC's
7 experience that factors such as these often create delays in complex planning projects
8 such as this one.

9
10 The Commission would also point out that this timeline is based upon the supposition
11 that only two public hearings will be held in order to reduce costs. Additional hearings or
12 other public input sessions will add both time and cost to the project.

13
14 Municipal comprehensive land use planning projects do not fit well into some boilerplate
15 approach. Every comprehensive plan is – and should be – uniquely crafted to meet the
16 situation and needs of each jurisdiction. This means that detailed project planning is
17 difficult at initiation as unanticipated needs and areas of interest are often discovered
18 during the planning process.

19
20 After our review of the task, we believe that the project can be completed in 24 months,
21 and remind the Village that it took over five years to complete the Village's current
22 comprehensive plan, which involved fewer activities than those described below.

23
24 **Anticipated Project Limitations**

25 Based upon past experience, the SSCRPC expects that the project as proposed will
26 have the following limitations:

- 27 ■ Willingness of the members of the Steering Committee to meet and carry out
28 their function.
- 29 ■ Degree to which the holders of needed data are responsive to the Commission's
30 requests.
- 31 ■ Degree to which existing long-range plans currently exist within the Village's
32 departments and other local boards which work in conjunction with Village
33 government. The existence of such plans would significantly expedite the
34 Commission's work.
- 35 ■ Time and financial resources available.

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39 **PROPOSED PHASES AND TASKS:**

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41 ***Phase 0: Plan to Plan (pre-agreement).*** The Commission has already begun this
42 phase, which includes: assessing the tasks to be accomplished; determining the project
43 approach; initial identification of data and information needed to address the tasks; and
44 assessment of anticipated time and staff commitments. To initiate the project, a
45 planning agreement for the project will need to be finalized, approved by the
46 Commission's oversight committee, and then, of course, approved by the Village Board.
47 At that point the Steering Committee may be selected, and once selected, Phase I is to
48 begin at that point.

1 **Phase I: Organization and Establishment of Steering Committee (month 1 through**
2 **3).** This phase includes a number of organizational activities.

- 3
- 4 ■ **Activity I.1: Steering Committee.** Establishment of the Steering Committee
5 and initial preparation for its role in carrying out the project.
- 6
- 7 ■ **Activity I.2: Begin Historic Review.** Begin collection of information to assist in
8 the development of a short section on the history of Chatham.
- 9
- 10 ■ **Activity I.3: Collection and Review of Other Plans.** Numerous other plans
11 exist that could be relevant to the new plan. During this period the SSCRPC will
12 collect and begin review of these other plans.
- 13

14 **Phase II: Focus Group Meetings (months 2 through 6).**

- 15
- 16 ■ **Activity II.1: Select Targeted Groups.** Obtaining information from various
17 community leaders and groups is an important tool that can be used to evaluate
18 the perceived current "state of the Village". Information obtained from the focus
19 groups can also be helpful in identifying community survey topics as well as
20 themes for the future plan.
- 21 ■ **Activity II.2: Hold Focus Group meetings.** The SSCRPC staff will meet with
22 up to four (4) local groups as selected by the Mayor in consultation with the
23 SSCRPC. The meetings will be organized as focus groups with a pre-determine
24 format and will be facilitated by the SSCRPC staff.
- 25 ■ **Activity II.3: Compile Written Report of Focus Group Findings.** The written
26 report will include the findings from the Focus Groups as well as observations
27 from the SSCRPC.
- 28

29 **Phase III: Data Collection and Preliminary Analysis (months 3 through 9).** One of
30 the first steps in comprehensive plan development is data collection and analysis. This
31 phase will address several tasks necessary in the development of the final plan. All work
32 products will be reviewed by the Steering Committee. They include:

- 33
- 34 ■ **Activity III.1: Demographic and Population Growth Assessment and**
35 **Analysis (months 3 through 5).** This will include general demographic
36 characteristics and trends that may have an impact on future growth. Current
37 estimates and population projections will be made.
- 38
- 39 ■ **Activity III.2: Analysis and Assessment of Current Land Use (months 3**
40 **through 9).** This will include an evaluation of existing land uses, the distribution
41 of such uses, nature of structures, observed land use conflicts, and trends in land
42 use and related changes. It will require preparation of base maps for final
43 analysis and review.
- 44
- 45 ■ **Activity III.3: Environmental Analysis and Assessment (months 5 through**
46 **7).** This will review environmental factors, both natural and manmade, that may
47 affect future growth or be affected by it. Factors studied will include soils,
48 floodplain, geological formations, flora and fauna, water sources, and any
49 identifiable environmentally sensitive areas worthy of special protective
50 measures.
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- **Activity III.4: Analysis and Assessment of Utilities (months 4 through 6).** Will review utility services provided by the Village and other public or private providers to determine if there are any issues affecting future growth. This will also include a review and assessment of any expansion plans the utilities currently have in place.
- **Activity III.5: Analysis and Assessment of the Transportation System (months 3 through 5).** This activity will review existing streets and transportation patterns – vehicular as well as pedestrian and bicycle – to identify any existing problem areas and to formulate a proposed network to accommodate the proposed development plan for the Village. It will also review and assess mass transit, air travel, and rail plans.
- **Activity III. 6: Analysis and Assessment of Community Facilities (months 6 through 8).** Existing community facilities will be examined and the need for and location of additional facilities assessed. Emphasis will be given to park, recreational and open-space needs, as well as the identification of sites of historic or cultural significance. As part of this analysis, existing fire and police long-range plans will also be reviewed.
- **Activity III. 7: Community Survey (months 7 through 9).** As part of the citizen participation process, this activity will serve to get additional community input for incorporation into the body of the plan.
- **Activity III. 8: Community Web Portal (months 3 through 24).** As part of the citizen participation process, the establishment of a web-based portal to allow for additional public input.

Phase IV: Development of Preliminary Findings (months 10 through 16).

- **Activity IV.1: Identification of findings (month 10 through 12).** This activity will entail the compilation of themes related to current and future land use identified through the Phase II and Phase III activities, and the results of the community survey.
- **Activity IV.2: Initial drafting of preliminary land use vision, strategic issues and directions, and goals (month 13 through 15).** The purpose of this activity is to develop a strategic vision for the Village. This activity will include the identification of major trends and forces affecting its development, and the development of a series of guiding principles and priorities, for public discussion and input, intended to guide future Village growth and development policies.
- **Activity IV. 3: Public hearing on findings, vision and goals (month 16).** Conducted as part of the citizen participation process.

Phase V: Final Plan Development and Submission (months 17 through 24).

- **Activity V.1: Review and redrafting of findings, vision, strategic direction and goals as an outcome of the public hearing (months 17 through 18).**
- **Activity V.2: Development and review of proposed land use policies (months 18 through 20).** During this activity the Steering Committee will be asked to address such land use policy matters as: areas of particular

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environmental interest; areas with special development or redevelopment needs; areas with particular protection needs; and areas where other land use policies might be valuable. This section may also provide general guidance for urban design in such areas as subdivision standards and neighborhood redevelopment.

- **Activity V.3: Development and review of proposed land use map (months 19 through 21).** This is developed through the activities listed above and will be both a graphic and textual representation of the vision, goals and policies intended to guide the future of the Village. It plots the general location of various land uses, including various types of housing, business (both commercial and industrial), park and open space, and the transportation network.
- **Activity V.4: Development of final plan draft (months 19 through 21).**
- **Activity V.5: Public hearing on final draft plan and map (month 22).** This activity includes preparation of materials for the public hearing.
- **Activity V.6: Final plan preparation and submission to the Village (months 23 through 24).**

PHASE & ACTIVITY	PLANNING MONTH																								
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Phase 0: Plan to Plan																									
Phase I: Organization & Establish Steering Comm.																									
I.1: Steering Committee Appointment																									
I.2: Historic Review																									
I.3: Collect & Review Other Plans																									
Phase II: Focus Group Meetings																									
II.1: Select Targeted Groups																									
II.2: Hold Focus Group Meetings																									
II.3: Compile Written Report of Focus Group Findings																									
Phase III: Data Collections & Preliminary Analysis																									
III.1: Demographic & Population Analysis																									
III.2: Current Land Use Analysis																									
III.3: Environmental Analysis																									
III.4: Utilities Analysis																									
III.5: Transportation System Analysis																									
III.6: Community Facilities Analysis																									
III.7: Community Survey																									
III.8: Community Web Portal																									
Phase IV: Preliminary Findings Development																									
IV.1: Identification of Findings																									
IV.2: Initial Drafting Vision, Strategic Issues & Directions																									
IV.3: Public Hearing on Findings, Vision, Strategic Direction																									
Phase V: Final Plan Development & Submission																									
V.1: Review & Redraft Following Hearing																									
V.2: Develop & Review Land Use Policies																									
V.3: Develop & Review Land Use Map																									
V.4: Develop Final Plan Draft & Review by Steering Committee																									
V.5: Public Hearing																									
V.6: Final Plan & Submission																									

