



VILLAGE OF ELBURN

REQUEST FOR PROPOSAL

ZONING CODE UPDATE

**Submission Deadline:
May 24, 2023, 2:00 PM CST**

Request for Proposal Notice:

VILLAGE OF ELBURN, ILLINOIS REQUEST FOR PROPOSAL

The Village of Elburn seeks a qualified and experienced consultant firm to rewrite its zoning and related development codes. The last major update was in 1993 and the code has become outdated and cumbersome to implement for staff, the development community, and the general public. The new ordinance must reflect the goals and values of the Village and improve the form and function of the built environment while being understandable and enforceable. Proposals will be judged by the scope of work and criteria found in this Request for Proposal.

Deadline for submission: 2:00 PM CDT, May 24, 2023

All proposals shall be received electronically via email **OR** sealed and marked “RFP Elburn Zoning Update” and submitted to the Village Administrator, Village of Elburn, 301 E. North Street, Elburn, IL 60119 (in-person, UPS, USPS, or FedEx), not later than **2:00 PM CST on May 24, 2023**.

1. **Copy of the proposal**
2. **Copy of cost/fees**
3. **Addendum acknowledgments**

All proposals submitted must be received by the Village of Elburn by the deadline established in this RFP.

Primary Point of Contact:
John Nevenhoven
Village Administrator
Village of Elburn
jnevenhoven@elburn.il.us
630-365-5060

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Section 1.0 - Project Description:

Background

The Village of Elburn is a thriving, prosperous, gigabit community of 6,500 residents located in picturesque south-central Kane County, just minutes away from I-88, and home to the terminus of the Metra’s UP-West line. The Village of Elburn currently employs 24 full-time and 14 part-time employees in Administration, Building & Zoning, Police, and Public Works departments.

Elburn is primarily a “bedroom” community with lots of room for new residential, commercial, and industrial development. The Village continues to experience above-average growth annually, primarily with greenfield subdivision projects and some with redevelopment.

Comprehensive Plan

Comprehensive planning powers are granted under State Statute 65 ILCS 5/11. Zoning needs to be consistent with and in harmony with the guiding land use plan, objectives, goals, and policies of the Village of Elburn. Elburn completely updated its Comprehensive Land Plan in 2013 and completed a minor update in 2020.

There are criticisms that the existing code is overly cumbersome, inefficient, difficult to read, and out of date. A few persistent concerns are the lack of mixed uses, more affordable housing, vague or confusing development design, and environmental concerns. The new Zoning Code should help guide the Village to:

1. be an attractive Village where people want to live and work.
2. achieve compact growth; affordable first-time homeowner housing; build move-up housing; maintain a clear rural edge

3. bring about redevelopment and infill growth, particularly in the older neighborhoods
4. improve the economic well-being of the Village
5. practice environmental stewardship, especially stormwater control.
6. follow the growth mantra – *Better, not just bigger* (How does this development improve the Village?)

Zoning

This project marks the first major overhaul in 30 years. The Village currently has many legal non-conforming lots that require frequent variances to adjust to modern realities. The Village planning and zoning standards are stand-alone codes but references are made to sections of the Municipal Code, the Subdivision Control Ordinance, Building Codes, and Stormwater Codes (Kane County). While the bulk of the work will be focused on the Zoning Code, cross-references are needed.

Limited Village staff enforce zoning regulations including landscaping, neighborhood plans (planned developments), district plans, and commercial districts (planned developments).

Desired Outcomes

- A major goal of the zoning update is to seek innovations that produce superior outcomes for residents, businesses, and developers.
- More user-friendly and predictable to the public, developers, and staff.
- Consolidated and simplified standards.
- Improve zoning consistency with the Comprehensive Plan and better align with its compact and sustainable development vision.
- Improve the development process for Village officials, staff, the development community, businesses, residents, and the general public. This may include expedited review process standards or site/building standards.
- The Zoning Code must reflect market and development realities.
- Evaluate commercial bulk and design standards to maximize long-term economic potential while promoting strong, cohesive, and pedestrian-oriented architectural character.
- Produce site and building design standards/menu options/form-based solutions. Includes commercial and residential and co-location with compatible industrial.
- Adjust residential building bulk controls to ensure a balance between development, environmental impact, and community character, together with allowances for ‘in-law’ or accessory units for extended family members
- Produce more complete streets and neighborhoods with housing choices, and commercial nodes within walkable distance and/or connectivity to existing or future infrastructure.
- Update design standards for landscape, tree preservation, lighting, and buildings that will enhance the character and reinforce the Village’s vision as outlined in the Comprehensive Plan.
- Utilize a non-technical language style that non-attorneys can understand.
- Add illustrations or images to visually define expectations.
- Create new use tables that are user-friendly.
- Improve and modernize definitions reducing interpretation issues.
- Align cross-references the Zoning Code with development standards found in the Subdivision Control Ordinance.

- Consider the integration of subdivision and sign ordinances within the zoning code update.
- Combine the multi-family, landscape, waterways, and lighting design manuals/guides within the zoning code update.
- Add illustrations and/or images to visually define expectations.

Resources

Village of Elburn Codes and Ordinances (<https://www.elburn.il.us/codes-ordinances/>)

- [Comprehensive Land Plan 2020](#)
- [Village of Elburn Municipal Code](#)
- [Village of Elburn Zoning Ordinance and Amendments](#)
- [Subdivision Control Ordinance](#)
- [Sign Ordinance](#)

Section 2.0 - Scope of Work:

The consultant shall submit a proposed work plan with a timeline based on the following scope of work. Provide both a summary and the detail of the proposed services, including any technical/innovative approaches for the project that address desired outcomes.

There is no definitive deadline for completion, however, time is of the essence to complete the process. Please provide a proposed timeline to complete the update process.

The consultant shall respond to the process envisioned below, or recommend another effective process or modifications.

Planning Staff & Steering Committee

The Village of Elburn does not have a Planning Department. The planning review process is a team effort handled by the Building Commissioner and the Village Administrator. The Village uses a contracted Planner for more complex or technical plan reviews.

A small steering committee encompassing key staff and a small number of stakeholders. An alternative process may be recommended.

Public Participation Plan

The consultant shall provide a public participation plan that provides public engagement opportunities such as open houses at key junctures (kick-off, mid-way, and near the end). This plan should consider the steering committee above and related tasks below.

Essential Tasks

- Understand Elburn – Review, familiarize, analyze, and critique existing zoning/related codes, design manuals, other plans that contain standards, and assessment reports that highlight issues with Elburn’s codes. Compare these with the Comprehensive Plan for areas of support and inconsistency.
- Provide Recommendations – Provide best practices/example codes as related to form-based designs, affordable housing, missing middle housing, mixed housing integration, parking reductions, multi-modal transportation, performance standards for various uses, etc.
- Staff Relationships – Project management, communications, and meetings with key Village staff.
- Steering Committee – Meet with and present materials/draft revisions for technical team evaluation and decision-making.
- Code Revisions – Draft and format code revisions, including all iterations and final versions with cross-references.
- Code Accompaniments – Add relevant tables, illustrations, and images (such as improved

use tables, design guidance, etc.).

- External Communications – Provide key communication updates to the public.
- Public Meetings – Attend open houses and, as necessary, other committees, commissions, and boards. There may be some opportunities to attend meetings virtually.
- Comprehensive Plan – Prepare anticipated amendments to the Comprehensive Plan that are anticipated. May include future land use map/GIS shapefile and text changes.
- Final Deliverable – Deliver a new zoning code and GIS map with districts and present the final zoning code to the Plan Commission and Village Council.

Section 3.0 – Timetable of Project:

RFP is available for distribution	April 19, 2023
Optional Pre-Submittal Conference	10:00 a.m., May 10, 2023
Deadline for receipt of questions to: jnevenhoven@elburn.il.us	12 noon, May 17, 2023
Deadline for submittal of Proposal	2:00 pm, May 24, 2023
Oral Presentations (if needed)	May 31 to June 2, 2023
Complete evaluations, review & prepare recommendations	June 5 – June 9, 2023
Council Approval of Selected Consultant	June 19, 2023

Section 4.0 – Instructions:

4.1 Request for Proposal Information

It is the responsibility of the Consultant to carefully read the entire Request for Proposal, which contains provisions applicable to the successful completion, and submission of an RFP. If any ambiguity, inconsistencies, or errors are discovered in the RFP, the Village Administrator must be notified in writing. Only interpretations or corrections of the RFP made in writing through addenda by the Administrator will be considered binding. The Village Administrator must receive all requests for interpretations or corrections no later than the date specified in the RFP timetable. The RFP consists of all documents identified in the Scope of Work section of this RFP.

4.2 Pre-Submittal Conference

An optional pre-submittal conference has been scheduled for this project at the time and date identified in Section 3.0. Prospective consultants are not required to attend the pre-submittal conference but there is an opportunity to ask questions and meet the staff.

4.3 Submission of Proposals

All proposals shall be submitted electronically (proposals and cost/fees in separate files) via email marked “Zoning RFP 2023” in the subject line or delivered (in-person, UPS, USPS, or FedEx) to the Village Administrator, Village of Elburn, 301 E. North Street, by the **date and time** specified in this RFP. Late submissions are not accepted.

4.4 Modified Submissions of RFP

Modified qualifications and proposals can be submitted to replace all or any portion of the previously submitted information. The Selection Committee will only consider the latest version as part of its deliberations.

4.5 Withdrawal of RFP

Qualification and proposal information may be withdrawn from consideration before the submission deadline by written request, on the Consultant’s letterhead, submitted to the Village Administrator.

4.6 RFP Postponement or Cancellation

The Village may, at its sole and absolute discretion, reject any and all, or parts of any and all submittals to the RFP, re-advertise this RFP, postpone or cancel at any time this RFP process, or waive any irregularities in this RFP as it deems to be in the best interest of the Village of Elburn.

4.7 Contracting Department

The Village Administrator’s Office will administer the contract resulting from this RFP.

4.8 Incurring Costs

The Village of Elburn is not liable for any cost incurred by proposers in replying to this RFP. The Village of Elburn reserves the right to accept or reject any or all proposals and to waive technicalities in any proposal or part thereof deemed to be in the best interest of the Village of Elburn.

4.9 Proprietary Information

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Each page must be marked "CONFIDENTIAL". The Village shall comply with all State and Federal Law(s) as to comply with the request for information.

4.10 Fixed Price Period

All prices, costs, and conditions outlined in the RFP/Price Proposal shall remain fixed and valid for acceptance for 90 days commencing on the due date of the contractor’s proposal. The Village reserves the right to negotiate the scope of services and cost with the highest-ranked consultant when only one firm is short-listed.

4.11 Oral Presentation

The Village may require Proposers to give an oral presentation in support of their proposal or to exhibit or otherwise demonstrate the information contained therein.

4.12 Certification of Independent Price Determination

By signing this proposal, the respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The process in this proposal has been arrived at independently, without consultation, communication, or agreement, to restrict competition, as to any matter relating to such prices with any other respondent or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent before opening in the case of an advertised procurement or before award in the case of a negotiated procurement, directly or indirectly to any other respondent or any competitor.

4.13 Restricting Competition

No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal to restrict competition.

4.14 Clarification of the RFP (Request for Proposals)

If additional information is necessary to assist the vendor in interpreting this RFP, questions will be accepted by email: jnevenhoven@elburn.il.us. See timetable for submittal of formal questions.

Section 5.0 – Preparing and Submitting:

5.1 General Instructions

Evaluation and selection of the firm for this project will be based on information submitted in the request for proposal plus references, oral presentations (if requested), other references, and supplemental information. Failure to respond to each requirement in the RFP may be the basis for rejecting a response.

Elaborate Proposals; e.g. expensive artwork beyond that which is sufficient to present a complete and effective proposal is not necessary.

5.2 Request for Proposal (RFP)

Letter of Introduction/Statement of Interest

- Summarize the firm’s interest in this project and any special knowledge or expertise that the firm has to offer.
- Include the name of the contact person, phone number, e-mail address, and website address

Table of Contents

- Include a Table of Contents that outlines in sequential order, the major areas of the proposal. All pages of the proposal, including enclosures, must be clearly and consecutively numbered as documented in the Table of Contents.

Firm’s Information; including the following:

- Office location
- Ownership, affiliation, and years in business
- Past performances on similar contracts in terms of cost control, quality of work, and compliance with performance schedules.
- List of the last three (3) assignments of similar projects and budget ranges that were completed by the firm, including the firm’s lead person and references for this project.

Information on individuals who will provide the service, including the following:

- Resume of the individual in charge of the service and other employees involved.
- Identify any sub-consultants to be used on the project and the percentage of their level of involvement along with their experience working on like projects.

Proposed services; Include the following:

- A proposed work plan or proposed scope of work and technical/innovative approaches

- for the project. Provide both a summary and the detail of your proposed services.
- Provide a public participation plan that allows for effective engagement.
- Indicate the proposed timeframe to complete the tasks and the estimated number of hours per assigned individual or specific service.
- Include, and call out separately, any possible Comprehensive Plan amendments.

Price Proposal:

- The price Proposal shall include all one-time or set-up charges, as well as all other fees that will be charged.
- Include any Comprehensive Plan cost for work separately.
- The price must reflect all fees and costs, which the Village would be required to pay the firm in connection with Section 2.0, Scope of Work in this RFP.
- The price proposals shall be submitted separately from the technical response in a separate email file and shall include a price for each category specified and all other fees and costs, on an annualized basis, for which the Village will be expected to pay, must be indicated on the form.

Section 6.0 – Evaluation Process & Criteria:

6.1 Evaluation Criteria

RFPs will be judged by scoring in the following areas.

- Company profile and capability of the firm
- Experiences and references of firm and staff assigned
- Proposed services (work plan, public participation plan, and any innovations)
- Expected outcomes (timeline schedule and deliverables)

The evaluation team will base their decision on the qualifications and experience of the firm and staff along with feedback that may be requested from references. The evaluation process will include a review and ranking by each member of the review team of each proposal. The review team may meet and combine their rankings to select the top firms to have their price proposals reviewed.

6.2 Appeals Process:

Protests of this award must be made in writing specifically stating provisions that have been violated and filed with the Village Administrator within 14 days after issuance notice of award or after such proposer knows or should have known the facts giving rise thereto.

6.3 Negotiations with top-rated firm

Upon selection of the top-rated firm, the Village may enter into limited negotiations with the selected top-rated firm to clarify the scope of services to be provided. Note, however,

that costs for services are part of the evaluation and scoring of points. You are encouraged to submit your best and final offer with the proposal.

6.4 Terms of Agreement

Upon mutually agreeing to the terms of the contract, a written agreement will be prepared by the Village utilizing the Village's contract agreements (Exhibit B attached) as amended to the specific terms of this contract. It is important to note that the Village will not indemnify the Consultant. The Village will own all documents and drawings they pay the Consultant to prepare.

6.5 Failure to Reach an Agreement

If an agreement cannot be reached with the top-rated firm, negotiations will be terminated and the Village will open negotiations with the second-rated firm. The negotiation process will continue until an agreement is reached with one of the short-listed firms. If no agreement is reached with the short-listed firms the negotiation process will be terminated at the Village's discretion.



VILLAGE OF ELBURN

2023 Zoning Code Update Project Agreement

I. NAME OF CONTRACTING PARTIES

This contract is entered into on ____2023, between the Village of Elburn, 301 E. North Street, Elburn, IL 60119, hereafter called the Village, and _____, hereafter called CONSULTANT.

The parties hereto agree as follows:

II. PROJECT MANAGER

A. Assignment of Project Manager

The CONSULTANT shall assign the following individual to manage the project described in this contract.

Project Manager:

The CONSULTANT appoints _____ to function as the Project Manager for the work performed under this contract.

B. Changes in Project Manager

The Village has the right to approve or disapprove any proposed change from the individual named in Article II.A. The Village shall be provided with a resume for any proposed substitute and shall be allowed to interview that person before it decides to approve or disapprove.

III. SCOPE OF WORK AND RESPONSIBILITIES OF THE CONSULTANT

A. Scope of Work

The CONSULTANT shall provide the services described in Attachment 'A', Scope

of Services.

B. Other Services

The CONSULTANT shall, upon request and without additional compensation, furnish an explanation as may be necessary to clarify and interpret the plans, specifications, or report, as the case may be.

C. Additional Services

The CONSULTANT shall provide additional products and/or services provided by this Agreement if such additional products and/or services are requested in writing by the Village's Project Manager or other authorized employee of the Village. Such additional costs may not be incurred before receipt of written approval by the Village. Compensation for services provided by this Agreement shall be as specified in Article V. Costs for additional products and services not covered under this Agreement shall be negotiated and outlined in a written amendment to this Agreement executed by both parties. The amendment shall be executed by both parties before proceeding with the work covered under the amendment.

IV. RESPONSIBILITY OF THE VILLAGE

At its own expense, the Village will have the following responsibilities regarding the execution of the contract by the CONSULTANT.

A. Project Officer

The Village appoints John Nevenhoven, Village Administrator, to function as project officer to act as the Village's representative for the work performed under this contract.

B. Prompt Response

To prevent an unreasonable delay in the CONSULTANT's work, the Village will examine all reports, drawings, specifications, and other documents and will make authorizations in writing to the CONSULTANT to proceed with work within a reasonable period.

C. Project Requirements

The Village will furnish, at the CONSULTANT's request, such information as is needed by the CONSULTANT to aid in the progress of the project, providing it is reasonably obtainable from Village records.

v. COMPENSATION AND TERMS OF PAYMENT

The Village shall pay the CONSULTANT, per the terms and conditions of this contract

for basic services, as outlined in Article III A and B, a maximum fixed fee of , and for additional services, as outlined in Article III.C, subject to the written approval of the Village, at the rates shown in Attachment ‘B’. Rates shown in the attached fee schedules shall be firm for the duration of this agreement.

VI. METHOD OF PAYMENT

The CONSULTANT shall submit itemized monthly statements for services described in Article III of the contract. The Village shall pay the CONSULTANT within 30 calendar days after receipt of such statement.

VII. TERMINATION OF THE CONTRACT

A. For Cause

If, through any cause not beyond the control of the CONSULTANT, the CONSULTANT shall fail to fulfill in a timely and proper manner the obligations under this agreement, the Village shall have the right to terminate this contract by written notice to the CONSULTANT. In this event, the CONSULTANT shall be entitled to compensation for any usable work completed.

B. For Convenience

The Village may terminate this contract by giving written notice to the CONSULTANT no later than 10 calendar days before the termination date. If the Village terminates the contract under this clause, the CONSULTANT shall be entitled to just and equitable compensation for any work completed.

VIII. CONFLICT OF INTEREST

No elected official or employee of the Village who exercises any responsibilities in the review, approval, or carrying out of this contract shall participate in any decision relating to this contract that affects their direct or indirect personal or financial interest.

IX. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Village.

X. TITLE TRANSFER

The products of this contract shall be the sole and exclusive property of the Village. Upon completion or other termination of this contract, and at the request of the Village, the CONSULTANT shall deliver to the Village machine-reproducible copies of all materials relating to this contract. Future use of these products (plans, specifications, and all other materials produced under this contract) by the Village for different facilities without specific adaptation by the CONSULTANT, will be at the risk of the owner.

XI. PUBLIC RECORD CONTRACT CLAUSE

Both parties understand that the Village is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of the Illinois Freedom of Information Act (FOIA). CONSULTANT acknowledges that it is obligated to assist the Village in retaining and producing records that are subject to the FOIA, that the failure to do so shall constitute a material breach of this agreement, and that the contractor must defend and hold harmless the Village from liability under that law regarding records maintained or that should have been maintained by the contractor. Except as otherwise authorized, those records shall be maintained for seven years after receipt of final payment under this agreement.

XII. CONFIDENTIALITY

No reports, information, and/or data given to or prepared or assembled by the CONSULTANT under this contract shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the Village.

XIII. INDEMNITY

The CONSULTANT shall indemnify and hold harmless the Village, its employees, and subcontractors from and against all claims and actions, including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a negligent act, error, or omission of CONSULTANT or any of its agents, subcontractors, or employees in the performance of services under this Agreement.

XIV. INSURANCE

To the satisfaction of the Village, the CONSULTANT shall maintain insurance or otherwise provide protection against claims under Worker's Compensation acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the CONSULTANT is legally liable. A certificate showing the amounts and extent of such protection shall be submitted to the Village before the commencement of work under this contract.

XV. ERRORS OR DEFICIENCIES

The CONSULTANT shall without additional compensation revise any materials prepared under this contract if it is determined that the CONSULTANT is responsible for any errors or deficiencies.

Further, the CONSULTANT shall be responsible for costs incurred by the Village, which are over and above the costs that would have been incurred, had the error, omission, or deficiency not occurred.

XVI. CONTRACT PERIOD

This agreement shall, unless otherwise stated elsewhere herein, terminate upon final payment to the Consultant. Both parties' obligations under this agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this agreement.

XVII. COMPLETENESS OF THE CONTRACT

This document and any specified attachments contain all terms and conditions of this contract and any alteration shall be invalid unless made in writing, signed by both parties, and incorporated as an amendment to this contract. There are no understandings, representations, or agreements, written or oral, other than those incorporated herein.

IN WITNESS WHEREOF, the parties have signed this contract as of the day and year

first above written. FOR THE VILLAGE:

FOR THE CONSULTANT:

BY: _____
Jeff Walter
Village President

BY: _____
Signature

Name (typed/printed)

Title