



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 2/13/2025

**File ID:** TMP-5182

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Professional Services Agreement between the City of Huntsville and The Law Office of Daniel Lauber.

Resolution No.

**Finance Information:**

**Account Number:** 1000-18-00000-515372-00000000

**City Cost Amount:** Not to exceed \$49,200.00

**Total Cost:** Not to exceed \$49,200.00

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:** NA

**District:** District 1  District 2  District 3  District 4  District 5

**Additional Comments:**

**RESOLUTION NO. 25-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Professional Services Agreement by and between the City of Huntsville and The Law Office of Daniel Lauber, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Professional Services Agreement between the City of Huntsville and The Law Office of Daniel Lauber," consisting of thirteen (13) pages including Attachment "A," and the date of February 13, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro-Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 13th day of February, 2025.

---

President of the City Council of the  
City of Huntsville, Alabama

**APPROVED** this the 13th day of February, 2025.

---

Mayor of the City of Huntsville, Alabama

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE,  
ALABAMA, AND  
THE LAW OFFICE OF DANIEL LAUBER**

**STATE OF ALABAMA    )  
COUNTY OF MADISON )**

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made and entered into on this the \_\_\_ day of \_\_\_\_\_ 2025, by and between Daniel Lauber of the Law Office of Daniel Lauber and the City of Huntsville, a municipal corporation in the State of Alabama (the “City”).

**RECITALS**

**WHEREAS**, Daniel Lauber of Law Office of Daniel Lauber is an attorney with a Masters of Urban Planning from the University of Illinois-Urbana and a J.D. from Northwestern University, who is a sole practitioner and who focuses on providing independent professional advice and services in the public sector land use area, including services related to community residences for people with disabilities and other congregate living arrangements; and

**WHEREAS**, the goal of the project for which Law Office of Daniel Lauber is engaged is to produce amendments to the City of Huntsville’s *Zoning Ordinance* that provide for community residences for people with disabilities in accord with sound zoning and planning principles and the nation’s Fair Housing Act as well as for other congregate living arrangements outside the scope of the Fair Housing Act that the City selects, and to assist in the adoption and implementation of these amendments; and

**WHEREAS**, the City and Law Office of Daniel Lauber desire to enter into this Agreement to set forth the agreement of the parties.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, which are incorporated herein by reference, and other good and valuable consideration, the parties do mutually agree as follows:

- 1.     Scope of Work, etc.**

(a) Under this Agreement the Law Office of Daniel Lauber shall, in a timely fashion, perform in accordance with the terms and provisions set forth in the Scope of Work, which is detailed in Attachment "A" hereto, and which is hereby incorporated into and made a part of this Agreement.

(b) The "deliverables" under this Agreement include all documents, work product, and other materials that are delivered, or required to be delivered, to the City by Law Office of Daniel Lauber under this Agreement, including the items identified in the Scope of Work.

(c) The "services" under this Agreement include the professional and other services to be provided by Law Office of Daniel Lauber under this Agreement, as described in more detail in the Scope of Work, and Law Office of Daniel Lauber's obligations under this Agreement.

2. **Period of Performance.** The estimated periods of performance for Phase 1 and Phase 2 are as set forth in the Scope of Work. Should an unforeseen delay beyond the control of the parties necessitate alterations to the schedule, the parties will mutually cooperate in revising an appropriate and timely schedule.

3. **Cost of Services.** Daniel Lauber, as the sole practitioner of Law Office of Daniel Lauber, will bill for his services at the hourly rate of \$400.00, which are inclusive of all routine expenses including administrative, accounting, and computer support, telephone calls, and photocopying. Non-routine expenses are recovered at direct cost with no mark-up. This Agreement has a not-to-exceed amount for the total cost of \$49,200.00 for the project. The Law Office of Daniel Lauber will submit a detailed monthly invoice to the City for its costs. The City will pay Law Office of Daniel Lauber within 30 days after the date of receipt of invoicing.

4. **City's Administration of Agreement.** This Agreement will be managed and administered through the Office of the City Attorney.

5. **Law Office of Daniel Lauber Performing as an Independent Contractor.** In the performance of this work it is understood between the parties that the Law Office of Daniel Lauber and its employees, agents, subcontractors, and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. The Law Office of Daniel Lauber shall have no authority to obligate the City to any indebtedness or other obligation.

6. **Notices.** All notices (a) shall be in writing, (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or

(ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission (“E-mail”) in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

|   |   |
|---|---|
| City of Huntsville<br>Attention: Trey Riley, City Attorney<br>305 Fountain Circle<br>Huntsville, AL 35801<br><br>E-mail: <a href="mailto:marion.riley@huntsvilleal.gov">marion.riley@huntsvilleal.gov</a> | Daniel Lauber<br>Law Office of Daniel Lauber<br>7215 Oak Avenue<br>River Forest, IL 60305<br><br>E-mail: <a href="mailto:dan@lauber.law">dan@lauber.law</a> |
|---|---|

7. **Subcontracting.** Law Office of Daniel Lauber may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City Attorney. The Law Office of Daniel Lauber shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. The Law Office of Daniel Lauber shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve the Law Office of Daniel Lauber of any responsibility for performing this contract. The City Attorney shall have final approval of any proposed subcontractor.

8. **Termination.**

(a) *Termination For Convenience.* This Agreement may be terminated by either party without cause prior to the completion of the project upon ten (10) days advance written notice of the intent to terminate to the other party. In the event of such termination without cause by either party, the Law Office of Daniel Lauber shall be compensated for all services actually performed in a timely manner prior to receipt of the notice of termination provided, however, that such compensation shall be conditioned upon the Law Office of Daniel Lauber providing in a timely manner to the City all documents developed and copies of the work product produced pursuant to the Agreement which were performed in furtherance of the Scope or Work up to the receipt of the notice of termination. In such event, the Law Office of Daniel Lauber shall promptly submit to the City its invoice for final payment.

(b) *Termination for Cause.* This Agreement may be terminated by either party upon thirty (30) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9. **Non-exclusiveness of Remedies.** Any right or remedy on behalf of the City or the Law Office of Daniel Lauber provided for in this Agreement, including any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

10. **Entire Agreement.** The contract between the City and the Law Office of Daniel Lauber consists of this written Agreement. This written Agreement constitutes the entire agreement between the City and the Law Office of Daniel Lauber with reference to the scope of work delineated within. This Agreement supersedes any proposals, documents, and all prior written or oral communication, representation, and negotiations, if any, between the City and the Law Office of Daniel Lauber.

11. **No Privity of Contract with Third Parties.** Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the City and persons or entities other than the Law Office of Daniel Lauber.

12. **Non-assignment.** The City is relying on the expertise and experience of Daniel Lauber in performing the Scope of Work. Therefore, this Agreement is personal and shall not be assigned.

13. **Amendment.** This Agreement may be amended or modified only by a written instrument executed by both parties.

14. **Governing Law and Venue.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Alabama. For any action concerning this Agreement, (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

15. **No Third Party Beneficiaries.** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

16. **Confidential Information.** The Law Office of Daniel Lauber acknowledges that in the performance of this Agreement it may receive information that has been deemed

confidential or proprietary by the City, by applicable law, or by third parties to whom the City is bound. The Law Office of Daniel Lauber agrees that it will maintain the confidentiality of that information to the extent the City has notified the Law Office of Daniel Lauber of the information's confidential/proprietary status. This paragraph shall survive the termination of this Agreement.

17. **Time of the Essence.** Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

18. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this Agreement.

19. **Agreement Deemed to have been Jointly Drafted.** The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

20. **Non-Waiver.** The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

21. **Property of City.** The deliverables shall become and be the sole property of the City. The Law Office of Daniel Lauber is allowed to distribute any finished work product that is in the public domain.

22. **Definitions; Rules of Construction.**

(a) When a word, term, or phrase is used in this Agreement, it shall be interpreted or construed: First, as defined herein; second, if not defined, according to its generally accepted meaning according to the industry; and third, if there is no generally accepted meaning in the industry, according to its common and customary usage.

(b) The word "include," or its derivations, as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."

(c) In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction "and," "or" or "either . . . or," the conjunction shall be interpreted as follows:

(1) "And" indicates that all the connected terms, conditions, provisions or events apply.

(2) "Or" indicates that the connected terms, conditions, provisions or events apply singly or in any combination.

(3) "Either . . . or" indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

(d) Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

**DANIEL LAUBER, LAW OFFICE OF DANIEL LAUBER:**

\_\_\_\_\_  
**CITY OF HUNTSVILLE**  
a municipal corporation  
in the State of Alabama

Attest:

\_\_\_\_\_  
Shaundrika Edwards  
Its: City Clerk

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor



# Attachment A

## SCOPE OF WORK

### Scope of Project

The goal of this project is to produce amendments to the City of Huntsville's *Zoning Ordinance* that provide for community residences for people with disabilities in accord with sound zoning and planning principles and the nation's Fair Housing Act as well as for other congregate living arrangements outside the scope of the Fair Housing Act that the city selects. Training of city staff and/or decision makers in how to properly administer the ordinance, including reviewing case-by-case reviews, is an essential component of this project.

The project is divided into two phases solely for the purposes of this Scope of Work. Actual administration of the project and its budget will *not* be divided into two phases.

Phase 1 involves conducting a detailed study that will produce a factual and analytical framework upon which to base the zoning approach that provides the reasonable accommodation the Fair Housing Act requires for people with disabilities. Any recommendations to amend the city's *Zoning Ordinance* to provide the reasonable accommodations the Fair Housing Act requires will be rationally based on the findings of this proposed study. The study itself will focus on zoning for community residences for people with disabilities which are subject to the Fair Housing Act.

Phase 2 involves drafting the actual amendments to the *Zoning Ordinance* as well as additional supplementary material to facilitate implementation of the amendments. These amendments will cover the entire gamut of congregate living arrangements that the city wishes to include, not just those for people with disabilities which are subject to the Fair Housing Act. At the city's election, it includes training for city staff and/or decision makers on how to properly administer the zoning amendments and evaluate applications when case-by-case review is required.

### Phase 1

#### A. Responsibilities of the Law Office of Daniel Lauber under the scope of this project during Phase 1.

1. **Study.** the Law Office of Daniel Lauber will produce an expert report on the factors, as applied to Huntsville, that go into producing a zoning ordinance that makes the reasonable accommodations the Fair Housing Act requires for community residences for people with disabilities. These land uses include, but are not necessarily limited to, the group homes licensed by the State of Alabama as well as those for which the state may or may not require licensing or certification.

1. The study will identify regulatory needs and approaches within the context of sound planning and zoning practices and principles as well as national fair housing and state statutory requirements that comply with the Fair Housing Act. If the data is available from the State of Alabama or the City of Huntsville, the study will include maps showing where community residences for people with disabilities and other congregate living arrangements of the city's choosing are currently known to be located in Huntsville.

The study will focus on the basis for regulating congregate housing types *for people with disabilities* covered under the nation's Fair Housing Act, namely community residences (group homes, sober living homes, and assisted living homes and halfway houses small enough to emulate a family). The zoning amendments in Phase 2 will, at the city's discretion, also include regulation of other types of congregate living arrangements that do not house a protected class under the Fair Housing Act.

The study will accommodate those portions of Ala. Code § 11-52-75.1 (2021) regarding the "[R]egulation of housing of mentally retarded or mentally ill persons in multi-family zone" that are legal under the nation's Fair Housing Act.

This study will provide the basis and framework for amendments to the city's *Zoning Ordinance* for community residences for people with disabilities. The study will articulate the justifications for the zoning approaches it recommends. Consequently, it will be thorough, sufficiently technical, and heavily footnoted — although written in as reader-friendly a manner as possible. Based on similar studies conducted for other jurisdictions, Huntsville's study it is expected to have range in size from 50 to 90 pages.

At the city's option, the study will also include a short section that distinguishes community residences and other congregate living arrangements from short-term rentals.

2. **FAQs.** The study's key findings and the recommended regulatory approach will be spelled out in plain English in a conversational set of Frequently Asked Questions (FAQs) suitable for distribution to the general public via posting on the city's website and/or by hard copy. These FAQs are expected to run about a dozen pages and include flow charts to illustrate how the recommended zoning regulations for community residences for people with disabilities would work and be applied.

3. **Educational Briefings; Workshops (Work Sessions).** In order to help better inform the members of the City Council and Planning Commission early on and to enable the Law Office of Daniel Lauber to receive feedback that will help the Law Office of Daniel Lauber craft zoning provisions in a manner more likely to attract legislative support, the Law Office of Daniel Lauber will, at the city's discretion, educate the City Council and/or Planning Commission on the basis for the forthcoming zoning amendments and outline the regulatory approach the study recommends *before* zoning amendments are drafted.

The educational briefings will, at the city's discretion, be individual briefings and/or workshops (work sessions) that include the Mayor and each of the members of the City Council and/or Planning Commission and will concern the report's findings and recommended regulatory approach. The Law Office of Daniel Lauber will have the study and FAQ's available for

consideration at least two weeks *before* the briefings begin. The briefings — which include a PowerPoint presentation — are expected to take up to an hour including discussion. These briefings will be conducted following completion of the study and FAQs.

4. **Media Relations.** *At the city's discretion*, the Law Office of Daniel Lauber will, in conjunction with city staff, be available to respond to media inquiries regarding the study and proposed zoning amendments.

The study and all drafts of the study will be provided in PDF since the Law Office of Daniel Lauber produces it in a desktop publishing program suitable for long structured documents. All other documents, including draft ordinances, will be produced in Microsoft Word 365.

#### **B. Responsibilities of the City of Huntsville under the scope of this project during Phase 1.**

**Huntsville's responsibilities** during Phase 1 will be to collaborate and provide in a timely manner the documents and data needed to accomplish the tasks specified above. These include, in electronic form:

1. All state statutes (and if relevant, rules and regulations) enacted after 2018 that affect local zoning for community residences for people with disabilities as well as other congregate living arrangements.
2. The city's current, fully updated *Zoning Ordinance* and a table of contents for the ordinance showing the ordinance's structure.
3. Current relevant housing, building, and/or property maintenance code provisions that Huntsville has adopted or follows, including but not limited, to provisions to prevent overcrowding (specifically the formula that determines how many individuals may occupy a dwelling unit, typically in terms of square feet of sleeping area required per occupant of each sleeping area).
4. Information on the number and location of existing community residences for people with disabilities within the city and on the other congregate living arrangements the city wishes to include in the zoning amendments (these are not included in the study since they are not subject to the Fair Housing Act) — *to the extent that such information is available*. These include community residences the State of Alabama licenses as well as those for which state licensing or certification is not currently available.

The city will collaborate with the Law Office of Daniel Lauber to produce in a timely fashion and to the extent feasible, two very legible sets of maps *that meet the Law Office of Daniel Lauber's specifications* and show the location of existing confirmed and, at the city's discretion unconfirmed, community residences as well as any other congregate living arrangements *that the city wishes to include*. One set of maps needs to show lot lines to enable analysis to identify any existing clusters or concentrations in Huntsville. The second set of maps, which is intended for publication in the study, should lack lot lines and small streets, but still show the *relative* location of these land uses. Both maps should show the distances between the sites. the Law Office of Daniel Lauber will provide sample maps to illustrate what is needed.

5. Court decisions forming the applicable case law in Alabama and its federal circuit and court decisions as well as any that involved the City of Huntsville and any of its code provisions or practices regarding community residences for people with disabilities as well as other congregate living arrangements of the city's choosing.

6. The city staff's interpretation of the city's current zoning treatment of community residences for people with disabilities and of other congregate living arrangements of the city's choosing.

7. Any relevant forms, recordings and/or transcriptions of public hearings; and other information, materials, and needed documentation available from the city.

All meetings, briefings, and testimony of the Law Office of Daniel Lauber will be delivered remotely via the Internet.

## Phase 2

Phase 2 produces ordinance amendments that implement the recommendations of the study. It requires close collaboration with city staff and the city attorney's office. The zoning and other code provisions must be very carefully crafted to fall within the regulatory limits the nation's Fair Housing Act establishes and those provisions in Alabama state law, AL Code § 11-52-75.1 (2021), that comply with the Fair Housing Act. Language must be carefully crafted and provisions need to be very much interrelated in a very principled fashion.

To implement the recommendations of the study, Phase 2 will include:

### A. Responsibilities of the Law Office of Daniel Lauber ("the Law Office of Daniel Lauber") under the scope of this project during Phase 2.

1. **Zoning Amendments.** the Law Office of Daniel Lauber will collaborate with city staff and the city's attorney to draft an ordinance that revises the city's *Zoning Ordinance* to provide for community residences for people with disabilities as well as other congregate living arrangements of the city's choosing that do not house a protected class under the Fair Housing Act. These amendments will be written to comply with sound planning and zoning practices and principles as well as the nation's Fair Housing Act and legal provisions in Alabama state statutes that affect local zoning for different types of community residences for people with disabilities, Ala. Code § 11- 52-75.1 (2021).

The amendments will include extensive refinements to the city's *Zoning Ordinance* to enable the city to be able to not only regulate community residences in compliance with the nation's Fair Housing Act, but also to regulate other congregate living arrangements that implicate the integrity of single-family zoning districts, including, but not limited to, work-force housing and off-campus student housing. These changes will require rewriting the definition of "family" to place a cap on the number of unrelated people living together as a single housekeeping unit in a dwelling unit that constitutes a "family" for zoning purposes. Such a definition of "family" will be crafted to broadly include domestic partnerships as well as the children of both members of

the domestic partnership.

The amendments will establish narrowly-tailored standards for the situations where a community residence is not allowed as of right in a zoning district when it does not meet the objective standards to be allowed as a permitted use. If needed, the Law Office of Daniel Lauber will further refine the set of reader-friendly FAQs from Phase 1 that summarize key elements of the amendments.

The city's attorney and planning staff will collaborate on these amendments and finalize the ordinances as to form and compliance with Alabama law.

2. **Educational Briefings.** *If needed*, the Law Office of Daniel Lauber will, at the city's discretion, collaborate with city staff to conduct individual one-on-one educational briefing sessions with the Mayor and each member of the City Council and/or Planning Commission.

3. **Workshops (Work Sessions).** At the city's discretion, the Law Office of Daniel Lauber will collaborate with city staff to conduct workshops (work sessions) for the Planning Commission and/or City Council. At its discretion, the city may wish to conduct an educational workshop or two for the general public. the Law Office of Daniel Lauber will participate remotely.

4. **Public Hearing Expert Testimony.** the Law Office of Daniel Lauber will provide expert testimony remotely before the City Council and/or the Planning Commission in support of the drafted zoning amendments.

5. **Application Form.** the Law Office of Daniel Lauber will collaborate with city staff to produce a zoning application form for proposed community residences for people with disabilities and, at the city's discretion, other types of congregate living arrangements. The lion's share of this work will rest with city staff.

6. **Implementation Guidelines and Training.** the Law Office of Daniel Lauber will produce written practical guidelines to evaluate applications for a special use permit under each regulatory scenario when review on a case-by-case basis is required. These guidelines may be incorporated in whole or in part in the study to be produced in Phase 1 of this project. The Law Office of Daniel Lauber will also conduct training sessions for city staff and/or decision makers on how to administer the zoning amendments and how to properly evaluate special use permit applications. The city may record these training sessions to train future staff and decision makers.

7. **Short-Term Rentals.** the Law Office of Daniel Lauber will distinguish community residences and other congregate living arrangements from short-term rentals.

8. **Additional Services.** the Law Office of Daniel Lauber will provide additional services at the discretion of the city to achieve adoption of the code amendments this project produces including media relations as described in Phase 1 of this proposal.

**B. Responsibilities of the City of Huntsville under the scope of this project during Phase 2.**

- Providing in a timely manner the documents, maps, and data needed to accomplish

the tasks specified above.

- Providing samples of zoning code amendments to illustrate the form and format the city prefers to use.
- Providing guidance on the format and structure of zoning code amendments that the city uses.
- Scheduling and promoting all meetings, workshops (work sessions), and hearings.
- Closely collaborating as needed on all aspects of Phase 2.
- The city's attorney and planning staff will need to finalize all proposed code amendments as to form and compliance with Alabama law and Huntsville protocols.
- At the city's option, recording training sessions to use with future city staff and decision makers.

It is anticipated that the Law Office of Daniel Lauber will have quite a few virtual meetings with city staff during Phase 2.

## Cost: Timeline

### A. In General

1. **Rate.** the Law Office of Daniel Lauber's performance under this project will be performed by Daniel Lauber at his hourly rate of \$400.00.
2. **Total Cost.** The total cost of the project in its entirety has a not-to-exceed amount of \$49,200.00. The project is not divided into phases for budgeting purposes.
3. **Payments.** the Law Office of Daniel Lauber will submit a detailed monthly invoice of time devoted to this project. The City of Huntsville agrees to pay each invoice within 30 calendar days of receipt.

### B. Phase 1 Anticipated Cost; Timeline:

1. **Cost.** The anticipated cost for performance under Phase 1 is \$21,200 (53 hours). the Law Office of Daniel Lauber may complete this phase at or below the anticipated cost.
2. **Timeline for completion of study and FAQs.** The start date for Phase 1 is no later than March 1, 2025. The timeline to complete the study and FAQs is ten to 20 weeks. Add additional time after completion of the study and FAQs for any briefings and/or any workshops (work sessions) -- the length of additional time depends on the city.

The Law Office of Daniel Lauber may be able to complete Phase 1 in less time than estimated in the proposal.

### C. Phase 2 Anticipated Cost; Timeline:

1. **Cost.** The anticipated cost for performance under Phase 2 is \$28,000 (70 hours). the Law Office of Daniel Lauber may complete this phase at or below the anticipated cost.

2. **Timeline for completion for draft ordinance(s) and materials.** The performance timeline for Phase 2 will start as soon as completion of the Phase 1 tasks (inclusive of briefings and workshops), provided that to the extent the Law Office of Daniel Lauber determines it is feasible, the Law Office of Daniel Lauber will endeavor to start Phase 2 tasks during the performance timeline for Phase 1. The timeline to prepare the zoning amendments for submission to the Planning Commission (this includes time for collaboration with city staff and for staff review) is 12 to 20 weeks. The remaining timeline for performance under Phase 2 shall be the period of time needed to complete the project, including consideration of the zoning amendments by the City Council, which is estimated to be 12 to 20 weeks.