

Resolution No. 03-14

**A RESOLUTION APPROVING AN AGREEMENT FOR PLANNING SERVICES
BETWEEN THE VILLAGE OF EAST DUNDEE
AND VANDEWALLE & ASSOCIATES, INC.**

WHEREAS, the Village of East Dundee (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village obtained and reviewed a proposal from Vandewalle & Associates, Inc. for professional planning services to the Village Board, other Village boards and committees and Village staff; and,

WHEREAS, the President and Board of Trustees of the Village of East Dundee find that it is in the best interests of the Village to accept the proposal for planning services from Vandewalle & Associates.

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1: That the *AGREEMENT FOR CURRENT PLANNING SERVICES* dated January 20, 2014 for a two year term, which is attached hereto and made a part hereof by reference as Exhibit A, between Vandewalle & Associates, Inc. and the Village be and is hereby approved and Village Administrator is hereby authorized to execute said agreement on behalf of the Village.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 3rd day of Feb, 2014, pursuant to a roll call vote as follows:

AYES: Trustees Gorman, Lynam, Skillicorn, Selep and Wood

NAYS: \emptyset

ABSENT: Trustee Ruffolo

APPROVED this 3rd day of Feb, 2014

Attest: 
Heather Maieritsch, Village Clerk


Lael Miller, Village President



VANDEWALLE & ASSOCIATES INC.

January 20, 2014

Bob Skurla, Village Administrator
Village of East Dundee
120 Barrington Avenue
East Dundee, IL 60118

RE: On-call Planning Services Contract for 2014-2015

Dear Bob:

Attached is a contract for the continuation of on-call planning services. Per your request, the contract does not obligate the Village to any specific amount of services or minimum fees, but merely provides a "menu of services" that Vandewalle & Associates can perform at your request and under your direction. Further, as you are aware, our work assisting developers and processing development applications can be passed onto the applicants if the Village so desires, and we will continue to track and report our time and expenses on a project-by-project basis so all charges can be fairly divided between them. In addition, for projects that may involve a significant amount of work (such as the establishment of a BDD, zoning code amendment, data assembly and analysis, etc.) we will provide a specific work order with a defined scope and budget for your approval. As we have discussed, the term of the agreement is for two years during which time rates for all current staff will be held constant, and I will continue to direct work to the most qualified staff with the lowest billing rates.

The last two years have been incredibly busy and productive as summarized on the attached. The number of specific business and development opportunities now being brought to the Village is impressive, with 2014 looking to be the year in which the community's many plans will really begin to come to fruition. We appreciate your confidence in us and look forward to working with you, the Board, and Planning and Zoning Commission. As always, we will continue to be highly responsive to all of your needs and will make our work in East Dundee a top priority. Thank you for your consideration and please do not hesitate to let me know if you have any questions about the attached.

Sincerely,

VANDEWALLE & ASSOCIATES, INC.

E. Scott Harrington, AICP
Principal Planner

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
342 North Water Street • Suite 400 • Milwaukee, Wisconsin 53202 • 414.421.2001 • 414.732.2035 Fax
www.vandewalle.com

Shaping places, shaping change

2012 and 2013 Work Summaries

2012 Work Summary

- Assisted with the agreements, text amendments, rezoning, and creation of a new TIF related to the south Rte. 25 annexation area
- Provided final review and approval of the River Haven project
- Created TIF for the IAA project
- Rezoning to expand the Terra Business Park
- Updated and advanced the downtown plan to leverage new private investment and jump start implementation
- Fully engaged with Tom Roeser concerning property acquisition and reuse

2013 Work Summary

Downtown Implementation & Vision Management

- Helped manage the Depot Square improvement phasing and sequencing
- Facilitated meetings with the Welcome Center Committee concerning redesign of Depot Square
- Met with property/business owners around Depot Square to discuss its redesign
- Led effort with Tom Roeser and developer for proposed apartment project on Doederlein property
- Assisted in Rakow property acquisition discussions and prepared reuse concept for Test Kitchen
- Participated in monument company relocation discussion and possible involvement of Park District in advancing the Parkway Plan
- Helped negotiate lease terms and development agreement for Doederlein property parking lot
- Provided convenient store retail market analysis
- Prepared RFP for Brew Pub/Winery/Micro-distillery on former Barrington Ave. lumberyard site
- Created inventory of downtown property owners and current uses for the purpose of marketing available space

Culinary District

- Convened and facilitated Culinary District Team and managed work plan
- Created Dundee Culinary District concept
- Prepared Dundee Culinary District Whitepaper
- Developed Entrée Program elements
- Developed 1-page description for outreach to culinary/hospitality schools
- Presented Culinary District concept to Village Board
- Initiated development of Culinary District brand and marketing concept
- Researched potential tenants and partnerships for Culinary District
- Identified priority business targets for Culinary District and downtown storefronts

Current Planning/Zoning

- Coordinated Fire Station PUD amendment
- Prepared code amendments for solid waste facilities
- Participated in discussions and prepared draft code amendments for Pete's Towing
- Prepared Permitted Use Table code amendment to simplify use and understanding of requirements



Vandewalle & Associates
INCORPORATED

January 20, 2014

Agreement for Current Planning Services

THIS AGREEMENT is made and entered into by and between the “Client” Village of East Dundee, Illinois (an Illinois municipal corporation), and the “Consultant” VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm.

Article I Scope of Work

- A. As directed by the Village, VANDEWALLE & ASSOCIATES agrees to provide the following “Services”:
1. Provide general planning guidance and assistance to the Village Board, other Village boards and committees, and Village staff.
 2. Prepare Planning and Zoning Commission, and Village Board related staff reports.
 3. Attend Planning and Zoning Commission meetings and other related public meetings and hearings. When appropriate, VANDEWALLE & ASSOCIATES will make presentations at these meetings.
 4. Review, analyze, and write reports on site plans, subdivision plats, zoning requests, special use permits, planned unit developments, annexation petitions, and other related petitions to determine their conformance with Village Ordinances and adopted Plans and Policies.
 5. Meet with property owners and developers to explain Village plans and codes and assist them with preparing projects and applications that meet Village requirements. VANDEWALLE & ASSOCIATES will be available to meet with developers and petitioners as directed by the Client. In order to achieve maximum cost-effectiveness, these meetings will be held on the same day as other meetings that VANDEWALLE & ASSOCIATES will be attending, where possible. Additional meetings will be arranged by the Village if necessary.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608 255-3988 • 608 255-0814 Fax
611 North Broadway • Suite 410 • Milwaukee, Wisconsin 53202 • 414 441-2001 • 414 732-2035 Fax
va@vandewalle.com

Shaping places, shaping change

the same day as other meetings that VANDEWALLE & ASSOCIATES will be attending, where possible. Additional meetings will be arranged by the Village if necessary.

At its discretion, the Client can pass on the meeting costs to the applicant.

6. Complete any necessary community speaking engagements.
 7. Provide expert witness testimony on an as-needed basis.
 8. Review existing community development related ordinances, including but not limited to the Village's Zoning Ordinance, Subdivision Ordinance, sign regulations, site plan standards and landscaping standards. Where deemed necessary by the Client, VANDEWALLE & ASSOCIATES will make recommendations, in memorandum form, regarding revisions needed to make the existing codes and ordinances more effective in achieving a high-quality development pattern. Requests for time intensive ordinance and map amendments are beyond the scope of this contract and will be completed under a separate contract. (See Article I.B.)
 9. Provide information related to interpretation of the Village's Zoning and Subdivision Codes.
 10. Review and make recommendations for changes to the Comprehensive Plan and detailed area plans, where appropriate.
 11. Assist the Client in preparing updates of existing Plans and Studies. Significant Plan updates and revisions will be completed as separate contract projects. (See Article I.B.)
 12. Work with Village staff to prepare various community development related grant applications.
 13. Collect and analyze data, attend meetings and participation in conference calls, and prepare reports, maps, graphics, and other materials in support of various Village economic development and marketing initiatives.
 14. Evaluate the feasibility of creating new or expanded Tax Increment Finance Districts, Business Development Districts, and other special taxing districts, and prepare required studies, documents and related materials for review, adoption and implementation.
- B. Additional Services, beyond those stated in Article I.A., may be provided through a "Work Order".

- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

Article II Client's Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, ordinances, and development applications needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be the Village Administrator.
- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name	Title

Name	Title

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products; such as Microsoft Word and Excel, and Adobe Acrobat and Illustrator. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and

suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.

- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2) remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence from January 01, 2014, and be in through December 31, 2015, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis, at the direction of Client. There is no fixed budget for this project. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).
- B. Invoice charges to the Client consist of (1) Professional Fees rendered at current billing rates as listed in Attachment One, with the rates for all current staff to remain the same through December 31, 2015; and (2) Reimbursable Expenses billed at cost multiplied by 1.1, excepting some in-house charges and travel.

Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement. Upon termination of this Agreement, by either party, Client agrees to pay in full for Services rendered and expenses incurred up to the date of termination; VANDEWALLE & ASSOCIATES shall then provide to Client all Work Product developed or

produced by VANDEWALLE & ASSOCIATES, pursuant to this Agreement, up to date of termination.

- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party, other than those parties designated by Client or VANDEWALLE & ASSOCIATES as being involved in activities related to this Agreement, or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

Article VII Miscellaneous Provisions

- A. Illinois law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. Client and VANDEWALLE & ASSOCIATES agree to indemnify, defend and hold one another, their agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees) to property or persons, including injury or death,

or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are directly caused by either's gross negligence.

E. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.

F. In order for VANDEWALLE & ASSOCIATES' to provide cost effective services, the parties agree that VANDEWALLE & ASSOCIATES shall not be liable to Client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement, regardless of the basis of the claim.

VANDEWALLE & ASSOCIATES shall provide professional liability insurance coverage, naming Client as an additional insured, beginning with the commencement of the performance of the services under this Agreement and continuing until the date of completion of the services to be provided by VANDEWALLE & ASSOCIATES, in the amount of 1 Million Dollars, and shall, upon demand of Client, exhibit to Client a copy of the Certificate of Insurance for that coverage.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

Village of East Dundee

By: Robert J. Skurka February 3, 2014
Signature of Authorized Representative Date

Robert J. Skurka Village Administrator
Printed Name Title

VANDEWALLE & ASSOCIATES, INC.

By: Brian Vandewalle (MA) 1/20/14
Brian Vandewalle, President Date

ATTACHMENT ONE**FEE SCHEDULE**

	<u>Hourly Rates</u>
Company President	\$195 to \$250
Principal	\$120 to \$220
Associate	\$70 to \$120
Assistant	\$60 to \$80
Cartographer	\$60 to \$80
Communications Specialist	\$60 to \$85
Project Assistant	\$35 to \$65