

RESOLUTION NUMBER 45 - 11

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
AGREEMENT FOR CURRENT PLANNING 2012
BETWEEN VANDEWALLE & ASSOCIATES, INC.
AND THE VILLAGE OF EAST DUNDEE**

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to enter into the Agreement for Current Planning 2012 with Vandewalle & Associates, Inc. for professional planning and design services for a period from January 1, 2012 through December 31, 2012.

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 One. That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of the Agreement for Current Planning 2012 with Vandewalle & Associates, Inc. for professional planning and design services, a copy of which Agreement for Current Planning 2012 is attached hereto and made a part hereof.

Section Two. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 5th day of December, 2011, pursuant to a roll call vote as follows:

AYES: 5 - Trustees Ruffalo, Lynam, ~~Miller~~, Van Ostenbridge, Skillicorn

NAYES: 1 - Meller

ABSENT: 1 - Gorman

Approved by me this 5th day of December, 2011.

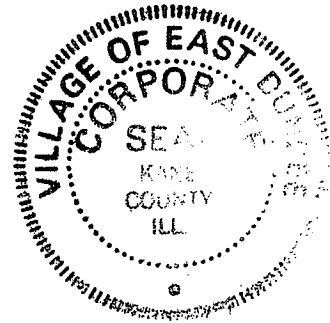
Jerald Bartels
JERALD BARTELS, President

Published in pamphlet form this 7th day of December, 2011, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on Dec. 7th, 2011.





Vandewalle & Associates
INCORPORATED

December 2, 2011

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. 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. At its discretion, the Client can pass on the meeting costs to the applicant.
 5. Complete any necessary community speaking engagements.
 6. Provide expert witness testimony on an as-needed basis.
 7. Review existing community development related ordinances, including but not limited to the Village's Zoning Ordinance, Subdivision

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

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.)

8. Provide information related to interpretation of the Village's Zoning and Subdivision Codes.
 9. Review and make recommendations for changes to the Comprehensive Plan and detailed area plans, where appropriate.
 10. 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.)
 11. Work with Village staff to prepare various community development related grant applications.
 12. Collect and analyze data and prepare reports, maps, graphics, and other materials in support of Village economic development and marketing initiatives.
 13. 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 and adoption.
- 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, 2012, and be in effect until terminated per Article V, below.
- 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 rate for (project manager) Scott Harrington, Principal, set at \$150 per hour, through December 31, 2012; 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:

Jerald Bartels

Signature of Authorized Representative

Date

JERALD BARTELS

Printed Name

Title

VANDEWALLE & ASSOCIATES, INC.

By:

Brian Vandewalle (P)

Brian Vandewalle, President

12/02/11
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

Rates are subject to review and adjustment at the end of each calendar year.