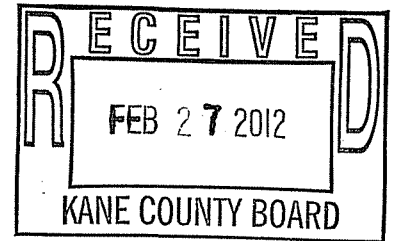


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for

**Karen McConnaughay
Chairman, Kane County Board**

Name of Document: Ful-year Property Master Planning

Submitted by: Tim Harbrough

Date Submitted: 2/24/12

Examined by: Joseph Lulves

(Print name)

[Signature]

(Signature)

2-27-12

(Date)

Post on Web: Yes No Atty. Initials [Signature]

Comments: Contract approved 2/27/12
Rev. 12-32 (attached)

Chairman signed: Yes No 2/27/12
(Date)

Document returned to: Tim

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 32

**APPROVING A CONTRACT FOR MASTER PLANNING SERVICES FOR
THE FABYAN PARKWAY COMPLEX**

WHEREAS, the County of Kane, along with the Kane County Forest Preserve District, have a significant real estate holding bounded by Fabyan Parkway to the south, Kirk Road to the east, the Union Pacific Railroad to the north, and Route 25 to the west ("the Fabyan Property Complex"); and

WHEREAS, two significant changes to the Fabyan Property complex, the closing of Settler's Hill landfill and the construction of the new Adult Justice Center and Sheriff's Department along with the pending demolition of the old jail and Sheriff's Department at the Fabyan Property Complex have occurred which are instrumental to pursuing a Master Plan for this complex; and

WHEREAS, the Fabyan Parkway Utilization Subcommittee ("the Subcommittee") has been established by the Kane County Board to develop a long-range Master Plan for the Fabyan Property Complex; and

WHEREAS, the Subcommittee has solicited a proposal from the Lannert Group, who had previously undertaken end-use planning efforts on the Settler's Hill portion of the Fabyan Property complex, to assist with the development of the first phase of the Master Plan; and

WHEREAS, the Lannert Group, working closely with the Subcommittee, has submitted a proposal to complete the first phase of the Master Plan for an amount of \$59,000.00; and

WHEREAS, adequate funds have been budgeted and are available for this first phase of this Master Plan expense.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized enter into an agreement with The Lannert Group for Master Planning Services for the Fabyan Parkway Complex for a dollar amount not to exceed Fifty Nine Thousand Dollars (\$59,000). Said expenses shall be charged to budget line 650.670.670.50150, Contracts/Consulting Services

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
650.670.670.50150	Contracts/Consulting Services	Yes	Yes	n/a

Contract No: _____

KANE COUNTY SHORT FORM PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of February, 2012 by and between Kane County (hereinafter referred to as "Owner") and The Lannert Group, Inc. (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, Owner desires to retain a person or firm to provide the following services outlined in the Scope of Work identified in Exhibit "A."

WHEREAS, Consultant warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Owner, the parties agree to the following:

1. SCOPE OF SERVICES:

Consultant agrees to provide all of the services described in Exhibit "A" attached hereto and incorporated herein.

2. FURNISHED SERVICES:

The Owner agrees to:

- A. Guarantee access to and make provisions for the Consultant to enter upon public and private lands as required to perform its work.
- B. Make available all pertinent data and records for Consultant's review.

3. FEES:

The fees for services performed under this Agreement shall be based on the fee schedule which is attached hereto as Exhibit "B" and incorporated herein. Said fees/rates shall remain in effect for the entire term of this Agreement.

4. MAXIMUM COST TO OWNER:

In no event will the cost to Owner for the services to be provided herein exceed the sum of \$15,000.00 including direct non-salary expenses.

5. **PAYMENT:**

The Owner agrees to pay Consultant for its services under this Agreement as set forth in Exhibit "B."

6. **AGREEMENT PERFORMANCE TIME:**

All work and deliverables required by or produced under this Agreement shall be completed and ready for acceptance no later than [insert end date].

7. **INSURANCE:**

The Consultant shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00). The Owner shall be named as an additional insured on the commercial general liability policy, which additional insured endorsement shall not be restricted to coverage to or arising out of the sole negligence of the Consultant.

The Consultant shall carry workers' compensation insurance as required by Illinois law, together with Employers Liability insurance with a limit of \$1,000,000.00.

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Consultant, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000.00.

Consultant is required to carry errors and omissions insurance covering its professional liability in the amount of \$1,000,000.00.

The Consultant shall supply a Certificate of Insurance to Owner evidencing that the insurance required by this Agreement has been obtained, prior to Consultant's commencement of work. The Certificate of Insurance shall provide for thirty (30) days advance notice to Owner of any termination or reduction in coverage and ten (10) days notice for non-payment of premium.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, Owner may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required coverage.

8. **NONDISCRIMINATORY EMPLOYMENT:**

Consultant and/or any permitted subconsultant shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any permitted subconsultant understands and agrees that Consultant and/or any permitted subconsultant is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

9. SUBCONTRACTING:

The Consultant shall not sub-contract or assign any portion of the work required by this Agreement without prior written approval of the Owner except for any sub-contracted work identified herein.

10. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Consultant and may not be transferred or assigned without the express prior written consent of the Owner.

11. LICENSING AND PERMITS:

The Consultant shall maintain the appropriate licenses throughout the life of this Agreement. Consultant shall also obtain any and all permits which might be required by the work to be performed herein.

12. BOOKS OF RECORD AND AUDIT PROVISION:

Consultant shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Agreement. Consultant will permit Owner to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Consultant who participated in this Agreement in any way. Any audit may be conducted on Consultant's premises or, at Owner's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Owner. Consultant shall refund any moneys erroneously charged.

13. TIME OF AGREEMENT:

This Agreement shall commence on [insert date] and shall terminate on [insert date]. Time is of the essence with respect to this Agreement.

14. TITLE:

It is understood that any and all documents, information, design and reports concerning this project prepared by and/or submitted to the Consultant, shall become the property of the Owner. The Consultant may retain reproducible copies of drawings and copies of other documents. In the event of termination of this Agreement, for any reason whatsoever, Consultant shall promptly turn over all information, writings and documents to Owner without exception or reservation.

15. TERMINATION:

- A. If the Consultant fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, the Owner may terminate this Agreement by giving five (5) calendar days written notice.
- B. The Consultant shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Agreement.

16. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent Consultant and not as officers, employees or agents of the Owner. Consultant shall be solely responsible to pay all required taxes.

17. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

18. ASSIGNMENT OF PERSONNEL:

The Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to Owner, as evidenced in writing.

19. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereto agree that all disputes under this Agreement shall be litigated in Kane County, Illinois.

20. INDEMNIFICATION:

Consultant agrees to indemnify, defend, and hold Owner harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Agreement and from any and all claims and losses to anyone who may be injured or damaged by reason of Consultant's misconduct, negligence or negligent performance of this Agreement.

21. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with any and all federal, state and local laws affecting the services covered by this Agreement.

22. NOTICES:

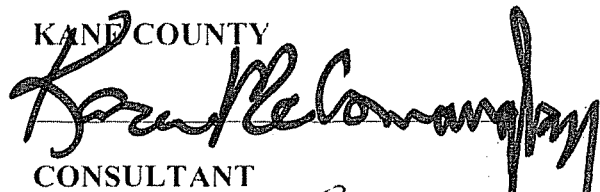
This Agreement shall be managed and administered on Owner's behalf by the Department of Environment and Building Management as set forth below. All invoices shall be submitted and approved by this Department and all notices shall be given to Owner at the following location:

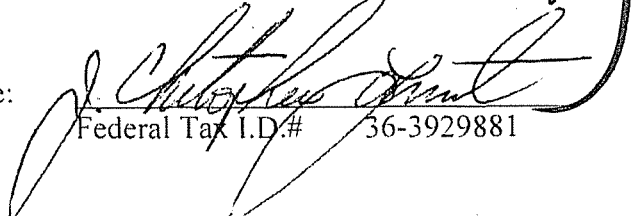
Tim Harbaugh, P.E., DEE
Director of Environmental and Building Management
719 Batavia Ave.
Geneva, Il., 60134
(630)208-5173
(630)208-5137 fax
email: harbaughtim@co.kane.il.us
website: www.co.kane.il.us


Notices shall be given to Consultant at the following address:

[Insert name of consultant contact, and contact details]

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

Signature:  KANE COUNTY
CONSULTANT

Signature:  Federal Tax I.D.# 36-3929881



HERE

Land Planning Agreement

THIS AGREEMENT made this 2nd day of February, 2012, by and between Kane County Development Department, 719 Batavia Ave., Geneva, IL 60134, (hereinafter referred to as "Client") and The Lannert Group, Inc., 215 Fulton Street, Geneva, Illinois, 60134, (hereinafter referred to as "The Lannert Group"), and

WHEREAS, Client seeks to initiate developmental strategies for the Settler's Hill Utilization Area on approximately 710 acres of land east of the Fox River, south of the Union Pacific Railroad, west of Kirk Road, and north of Fabyan Parkway (hereinafter referred to as the "Project"); the parties hereby agree to the following:

SCOPE OF BASIC SERVICES

The Lannert Group agrees to provide the following professional services in accordance with generally accepted standards of its profession. Additional services beyond those listed below can be provided if confirmed in writing.

■ **TASK 1.0 Project Initiation:** The Lannert Group shall:

- 1.1 **Research and Analysis:** Review with the Client and other consultants to ascertain the Project requirements, render opinions on what kind of land uses are appropriate for the area, and review previous studies and development guidelines to determine the direction of the project.
- 1.2 **Aerial Photograph:** Prepare an aerial photograph exhibit at a scale of 1" = 300' indicating property location, major roads, county and forest preserve ownership, and jurisdictional boundaries.
- 1.3 **Site Analysis:** Re-visit and update the site analysis study, based upon information supplied by the Client and prepare a new updated base drawing at a scale of 1" = 300' showing vegetation, drainage, topography, wetlands, adjacent impacts and other prominent features of the site. Photographs of existing site features will be shown with their locations spotted on the plan.

■ **TASK 2.0 Available Land Use Plan:** Upon approval of Task 1.0 above, The Lannert Group shall:

- 2.1 **Concept Plan:** Prepare an Available Parcel Plan at a scale of 1" = 300' showing the on and off site land areas for possible development. Examples of planning form footprints will be provided to support the land use areas. A summary table will be prepared to define the project.

■ **TASK 3.0 General Development Plan:** Upon approval of Task 2.0 above, The Lannert Group shall:

- 3.1 **General Development Plan:** Prepare a general development plan at a scale of 1" = 300' showing the layout of roads, open space and site planning character for land use parcels, based on the Available Parcel Plan from Task 2.1. This will be a free hand drawing, drawn to scale. An Illustrative Site Plan will be prepared and incorporate the following sub-areas as part of the plan.
- The Celestial Observatory on the top of the landform will be shown,
 - The location of the proposed golf course modification, as directed by the Forest Preserve District, will be depicted,
 - The future resort development configuration will be shown on the plan,
 - Possible development configurations of the land use parcels on-site and off-site will be shown to illustrate and assist in future marketing strategies. Recreation oriented business, healthcare services and providers, facilities and user group venue areas,
 - The proposed green infrastructure, consisting of stormwater management, education and recreational features, with water quality improvements will be articulated as an amenity,
 - Series of trail overlays will be shown to locate areas of specific use by the sponsoring agency. Supportive functions will be shown or labeled. The following users have been identified; Moto-cross biking, track and field, cross country, and health, fitness and rehabilitation.

■ **TASK 4.0 Revised Golf Course and Roadway:** The Lannert Group shall:

- 4.1 Coordinate with the Kane County Forest Preserve's golf course architect, the modification to Hole 17 (now 16) and the new 17th hole, with the addition of the east/west eighteen hole roadway to Route 25.

■ **TASK 5.0 Presentation:** Upon completion of Task 3.0 above, The Lannert Group shall:

- 5.1 **Presentation:** Prepare an illustrative color rendering for public presentation. Descriptive labels will identify individual features on the plan.
- 5.2 In addition to the Site Plan rendering, a birds-eye view of the project area will be provided at an additional charge.
- 5.3 Individual perspective sketches will be prepared for each individual feature as authorized by the client; also at an additional charge.
- 5.4 A Power Point presentation will be prepared to show, by phase, the sequential development of the property.

■ **TASK 6.0 Revisions**

- 6.1 Subsequent to the presentations to the various committees, the Final Development Plan will be prepared to reflect the comments and directions discussed.

MEETINGS, AND PROJECT COORDINATION

All meetings attended and Project coordination with the Client, consultant(s), and others, as required by the client, will be billed on an hourly basis (see Professional Fees for estimated cost). The meetings will include user groups, potential participants, future developers, other consultants, county staff, committee members, and any public presentations as required. In addition, coordination with other consultants (financial, marketing and graphic) will be provided with the knowledge and direction of the county.

WORK NOT INCLUDED BY THE LANNERT GROUP

The following items are not included under the scope of work and services to be provided by The Lannert Group:

- Any survey services including boundary, drain tile, soils or topographic;
- Any hydrological analysis and utility design; and
- Environmental impact or other special studies.

CLIENT RESPONSIBILITIES

The Client agrees to provide The Lannert Group with all of the information listed below. (The Lannert Group may reasonably rely on the accuracy and completeness of these items.)

- All pertinent information pertaining to the Project including boundary survey, topographic survey, aerial photographs, soil classifications, etc.; and
- Location of adjacent utilities, walks, lights, manholes, and other structures.

The Client agrees to provide the items described above in AutoCad Release 2007 or later and to render decisions in a timely manner so as not to delay the orderly and sequential progress of The Lannert Group's services. The Client agrees to advise The Lannert Group of any known or suspected contaminants at the project site.

ESTIMATED PROJECT SCHEDULE

The Lannert Group 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. The Client acknowledges that significant changes to the project's schedule, budget or scope may require additional services of The Lannert Group.

PROFESSIONAL FEES

A professional fee, on an hourly basis, will govern the tasks described above in accordance with our standard General Terms and Conditions (attached to and made part of this agreement). The maximum amount to be invoiced (by task) is shown below.

TASK 1.0	Project Initiation	(1.1, 1.2, 1.3)	\$5,500.00
TASK 2.0	Available Land Use	(2.1)	\$4,500.00
TASK 3.0	General Development Plan	(3.1)	\$21,000.00
TASK 4.0	Revised Golf Course & Roadway	(4.1)	\$10,000.00
TASK 5.0	Presentation	(5.1)	\$2,500.00
	Birds-eye View	(5.2 - if requested)	\$3,250.00
	Perspective Sketches	(5.3 - if requested)	\$1,500.00 ea.
	PowerPoint Presentation	(5.4 - if requested)	\$2,500.00

TASK 6.0	Revisions	(6.1)	\$3,500.00
FEEES FOR BASIC SERVICES		\$47,000.00
Meetings & Project Coordination		*\$12,000.00
	<i>(*Estimate Only: cost will be billed hourly)</i>		
BASIC FEEES Plus Estimate for Meetings		\$59,000.00