



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Resolution 2019-40 Approving a Tax Increment Financing Redevelopment Agreement Between the City of Geneva and the Shodeen Family Foundation for a Planning Charrette and Entitlement Project and Authorizing the City Administrator to Execute a Contract with Hitchcock Design Group to Facilitate Said Planning Charrette and Entitlement Project		
Presenter & Title:	David DeGroot, Director of Community Development Cathleen Tymoszenko, Director of Economic Development		
Date:	April 15, 2019		
<i>Please Check Appropriate Box:</i>			
	Committee of the Whole Meeting	<input checked="" type="checkbox"/>	Special Committee of the Whole Meeting
X	City Council Meeting		Special City Council Meeting
	Public Hearing		Other -
Associated Strategic Plan Goal/Objective: EV-II			
Estimated Cost: \$136,700.00	Budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Partially	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded: \$70,000.00 budgeted. Geneva TIF 3.</i>			
Executive Summary:			
<p>In December of 2018 the City released a request for proposals seeking a qualified firm to lead a five-day planning charrette for the Mill Race Inn site located in downtown Geneva. A total of six proposals were received and after telephone and in-person interviews, City staff and Shodeen have identified Hitchcock Design Group as the preferred consultant to facilitate a planning charrette and entitlement process for the redevelopment of the Mill Race Inn site.</p> <p>The charrette exercise will create community consensus on an acceptable course of action to design for the future retail, lodging, residential, and/or mixed-use redevelopment of the property. There is not a pre-conceived plan for the redevelopment of the site, except that the development must serve as an attractive gateway into downtown Geneva and maximize the riverfront as an accessible community asset.</p> <p>The charrette will employ an iterative process over five separate days open to the public, including but not limited to all of Geneva's residents, public agencies, business owners, non-profits, employees, students, and visitors. At the end of the initial five-day process, the exercise will have developed a mutually agreed upon use and strategy for the site's redevelopment. Hitchcock Design Group will then refine the product and begin the entitlement process. Please</p>			

see the detailed scope of services included in Exhibit “B” of the attached Redevelopment Agreement for more information on the charrette and entitlement process.

The property is located in Geneva Tax Increment Financing District #3. The purpose of this redevelopment project area is to support public and private development, strengthen the Fox River area as a neighborhood-level commercial and residential district and to improve connections to the downtown and Fox River. These goals are to be achieved through an integrative and comprehensive strategy that leverages public resources to stimulate private investment.

The attached redevelopment agreement proposes that the City will cover half of the cost for the planning charrette and entitlement process. The total cost for the project is \$273,400.00, leaving the City responsible for \$136,700.00. City staff believes it is in the City’s best interest to complete the charrette and entitlement process as this approach will ensure an inclusive community planning and review process that will result in a mutually agreed upon use and strategy for the redevelopment of the Mill Race Inn site along with an improved gateway, improved economic conditions, stimulated commercial and residential growth and an enhanced tax base.

Please see attached redevelopment agreement, including the professional services agreement with Hitchcock Design Group at Exhibit “C”, for more information regarding the cost sharing structure, roles, and responsibilities.

Attachments: *(please list)*

- Resolution 2019-40

Voting Requirements:

This motion requires 6 affirmative votes for passage.

The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.

Recommendation / Suggested Action: *(how item should be listed on agenda)*

Recommend Approval of Resolution 2019-40 Approving a Tax Increment Financing Redevelopment Agreement Between the City of Geneva and the Shodeen Family Foundation for a Planning Charrette and Entitlement Project and Authorizing the City Administrator to Execute a Contract with Hitchcock Design Group to Facilitate Said Planning Charrette and Entitlement Project.

RESOLUTION NO. 2019-40

RESOLUTION APPROVING A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF GENEVA AND THE SHODEEN FAMILY FOUNDATION FOR A CHARRETTE AND ENTITLEMENT PROJECT AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH HITCHCOCK DESIGN GROUP TO FACILITATE SAID PLANNING CHARRETTE AND ENTITLEMENT PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: The Mayor is hereby authorized to execute, on behalf of the City of Geneva, A Redevelopment Agreement between the City of Geneva and the Shodeen Family Foundation for a Charrette and Entitlement Project, in the form attached hereto as Exhibit "A", for certain property commonly known as the Mill Race Inn site.

SECTION 2: The City Administrator is hereby authorized to execute a contract with Hitchcock Design Group in the amount of \$136,700.00 for professional services to facilitate the Charrette and Entitlement Project.

SECTION 3: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2019

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
BETWEEN
CITY OF GENEVA AND SHODEEN FAMILY FOUNDATION
FOR PLANNING CHARRETTE AND ENTITLEMENT PROJECT**

This Agreement is entered into this ____ day of April, 2019 by and between the City of Geneva, Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "CITY"); and Shodeen Family Foundation, a Section 501c3 Exempt Private Foundation, 77 N. First Street, Geneva, IL 60134 (hereinafter referred to as "OWNER"). The CITY and the OWNER are sometimes referred to collectively as the "PARTIES".

WITNESS:

Pursuant to the provisions of statutes hereinafter cited and the Illinois Constitution of 1970, in consideration of the Introductory Statements set forth below, the mutual covenants herein contained and other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, the PARTIES agree as follows:

I. INTRODUCTORY STATEMENTS/FINDINGS:

This Agreement is the result of the following findings:

A. The CITY adopted the Downtown Station-Area Master Plan in November of 2012 (the "Plan") and identified certain property located at the southwest corner of the intersection of IL Route 31 (State Street) and IL Route 25 (Bennett Street), as an integral part of Opportunity Site 6: East Shoreline Opportunity Concept under the Plan.

B. On July 25, 2016, the CITY adopted the Geneva Fox River Redevelopment Plan and Project (Ordinance No. 2016-28) and designated the Redevelopment Project Area (Ordinance No. 2016-28) (hereinafter referred to as "RPA") pursuant to the Tax Increment Allocation Redevelopment Act (the "Act"). The purpose of the RPA is to reduce or eliminate the conditions under the Act that qualify the RPA as a conservation area, to provide the mechanisms necessary to support public and private development, strengthening the Fox River area as a neighborhood-level commercial and residential district and to improve connections to the downtown and Fox River.

These goals are to be achieved through an integrated and comprehensive strategy that leverages public resources to stimulate private investment.

C. The OWNER is the owner of certain real property commonly known as 4 E. State Street which consists of remaining portions of former Mill Race Inn restaurant, which was designated as a local historic landmark in May of 2018; and is under contract to purchase adjacent real property commonly known as 12 E. State Street, which consists of a one-story multi-tenant commercial building. These real properties (the “SUBJECT PROPERTY”) collectively create an approximately 1.84-acre development parcel, that is wholly located within the boundaries of the CITY as legally described at Exhibit A, attached hereto and made a part hereof.

D. The PARTIES wish to cause the orderly redevelopment of the SUBJECT PROPERTY through a planning charrette and workshop (“CHARRETTE”). The CHARRETTE, as described in Exhibit B attached hereto and made a part hereof, is intended to create community and Owner consensus on an acceptable plan for the future retail, lodging, residential, and/or mixed-use development of the SUBJECT PROPERTY, which will serve as an attractive gateway into downtown Geneva and maximize the Fox River riverfront as an accessible community asset. Upon completion of the CHARRETTE, OWNER shall have all entitlements required in conjunction with an approved preliminary plan (the “Preliminary Plan”).

E. The PARTIES acknowledge that in addition to the CHARRETTE and prior to commencement of construction, separate statutory reviews and approvals from the City’s Historic Preservation Commission, Plan Commission, Committee of the Whole and City Council will be required (hereafter referred to as the “ENTITLEMENT PROCESS”).

F. To facilitate the CHARRETTE and the ENTITLEMENT PROCESS, the PARTIES have determined that the engagement of a third-party coordinator (as set forth in Ex. B) was necessary. Consequently, the PARTIES created a scope of services and initiated a request for proposal for professional services, which includes an overview introduction, site information, timeline, scope of services, composition of charrette personnel, submission of proposals, evaluation of proposals and inquiries (collectively the “Project” all as described at Exhibit B, which is attached hereto and made a part hereof.)

G. The OWNER seeks economic assistance from the CITY in order to complete the

CHARRETTE and ENTITLEMENT PROCESS.

H. The CITY finds that it in the CITY's best interest to assist the OWNER in completing the CHARRETTE and ENTITLEMENT PROCESS as this approach will ensure an inclusive community planning and review process that is expected to result in a mutually agreed upon use and strategy for the redevelopment of the SUBJECT PROPERTY along with an improved gateway, improved economic conditions, stimulated commercial and residential growth and an enhanced tax base within the CITY.

I. Accordingly, the CITY commits to certain incentives for the sole purpose of conducting the CHARRETTE and ENTITLEMENT PROCESS under the terms and conditions hereinafter set forth to induce and assist in the Project.

II. AUTHORITY

Authority for the parties to enter into this Agreement is hereinafter set forth:

- A. The CITY adopted the Geneva Fox River Redevelopment Project Area and authorized the establishment of tax increment financing district on July 25, 2016 under the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of Illinois Municipal Code, as amended (the "Act").
- B. The CITY is authorized to pay redevelopment project costs as defined in the Act and as set forth in the Geneva Fox River Eligibility Study and Redevelopment Plan and Project within the Area pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the RPA by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act.
- C. The CITY hereby finds that pursuant to all of the authority and the actions described above, the execution and implementation of this Agreement is lawful and proper.

III. DEVELOPMENT INCENTIVE REIMBURSEMENT

The CITY recognizes and declares that the CHARRETTE and ENTITLEMENT PROCESS is desirable to the CITY as a whole and particularly to the RPA, because the anticipated proposed development, when completed will provide economic revenue to the CITY and other taxing bodies and create employment opportunities. The CITY acknowledges that OWNER would not proceed with the Project except for the incentives to be provided by the CITY pursuant to the authority cited above. As such, the incentives to be granted to OWNER shall be applied as hereinafter set forth:

A. The PARTIES have mutually reviewed the responses to the request for proposals (See Section I, Paragraph F above) as submitted by qualified consulting firms and have determined that Hitchcock Design Group is the preferred consultant (hereinafter the "Preferred Consultant") to complete the CHARRETTE and manage the ENTITLEMENT PROCESS. Consequently, the PARTIES will enter into an Agreement for Professional Services with Hitchcock Design Group (hereafter "Consultant's Agreement") in an amount not to exceed \$273,400.00 as set forth on Exhibit C attached hereto and made a part hereof. The Preferred Consultant will notify Owner and City about the nature, extent and probable additional costs of the additional services, and perform only such additional services following City and Owner's written authorization all as further set forth in Consultant's Agreement.

B. The CITY shall contribute to the cost of the CHARRETTE and ENTITLEMENT PROCESS professional services agreement in an amount equal to fifty percent (50%) of the cost of the Consultant's Agreement. The CITY shall make its portion of such payments in accordance with the Preferred Consultant's payment schedule as further set forth on Exhibit C.

C. Prior to completion of the CHARRETTE and ENTITLEMENT PROCESS and approval by the City Council, PARTIES will work with the Preferred Consultant to determine if any financial incentives will be needed to construct the Preferred Plan as defined by the CHARRETTE process. Any economic incentive determined to be necessary to construct the Preferred Plan will be negotiated between the PARTIES as part of the ENTITLEMENT PROCESS and codified in an amendment to this Agreement or in a separate Redevelopment Agreement whichever is mutually deemed appropriate. Negotiations on economic incentives may result in modification to the Preferred Plan. The ENTITLEMENT PROCESS shall commence after the mutually agreed upon Preferred Plan has been established following the CHARRETTE process and the negotiations on economic incentives are complete. All modifications to the Preferred Plan shall require mutual

agreement of the PARTIES.

D. In the event that the City Council fails to complete the CHARRETTE and ENTITLEMENT PROCESS; to approve the Preferred Plan as defined during the CHARRETTE process; fails to approve a modified version of the Preferred Plan based on economic incentive negotiations; fails to approve economic incentives deemed necessary for the Preferred Plan or a modified version of the Preferred Plan to proceed; or fails to entitle the SUBJECT PROPERTY consistent with the Preferred Plan, then the CITY shall reimburse the OWNER for its share of professional fees for the CHARRETTE and ENTITLEMENT PROCESS within thirty (30) days of the City Council's final vote.

E. Provided Owner has obtained all necessary ENTITLEMENTS and secured financing with interest rates and terms reasonably acceptable to Owner, and except as otherwise provided in Paragraph D above, in the event that the OWNER does not commence construction on the approved Preliminary Plan within eighteen (18) months after the date of the approval of the Project by the CITY, the OWNER shall reimburse to the CITY for its share of the professional fees for the CHARRETTE and ENTITLEMENT PROCESS within thirty (30) days after the first to occur of (i) the eighteenth-month anniversary date of the Preliminary Approval by the CITY or (ii) written notification from the OWNER to the CITY within the eighteenth-month period that OWNER is invoking an Event of Force Majeure. For the purposes of this Agreement, "Event of Force Majeure" shall be Owner's inability, after a good faith effort, to obtain required regulatory approval from a State or Federal agency having jurisdiction over SUBJECT PROPERTY or Project, or a State of Illinois declared disaster (flood, tornado, or earthquake) which directly affects the SUBJECT PROPERTY during the eighteen-month period following the Preliminary Approval.

IV. ADDITIONAL COVENANTS

A. Property Tax Increment: OWNER shall be responsible for and shall promptly pay real property taxes on the SUBJECT PROPERTY in a timely manner and provided no buildings are removed which cause a reduction in value; or no ENTITLEMENTS obtained reduce the value to the Subject Property. Owner agrees it will not object to those amounts required to repay bonds issued for redevelopment purposes contemplated hereunder.

- B. Time: Time is of the essence unless otherwise stated in this Agreement.
- C. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the CITY and OWNER their respective successors and assigns.
- D. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- E. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the CITY does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.
- F. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To OWNER:

Anna Shodeen Harmon and
 David Patzelt
 The Shodeen Family Foundation
 77 North First Street
 Geneva, IL 60134
 Anna Phone: (630) 232-7883
 Email: anna@shodeen.com
 David Phone: (630) 444-8252
 Email: dave@shodeen.com

With copies to:

Kate L. McCracken
 1001 E. Main St., Suite G
 St. Charles, IL 60174
 Phone: (630) 513-8700
 Email: kate@hmcpc.com

To the CITY:

City Administrator

22 South First Street
Geneva, IL 60134
Phone: (630) 262-8495

With copies to:

City Attorney
22 South First Street
Geneva, IL 60134

G. Authority to Execute: The signatories of the parties hereto warrant that they have been lawfully authorized by the City Council of the CITY and the Shodeen Family Foundation to execute this Agreement on their behalf.

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown above.

APPROVED BY the City of Geneva, Kane County, Illinois, by Resolution No. 2019 - _____, on the 15th day of April, 2019.

CITY OF GENEVA
an Illinois Municipal Corporation

CHICAGO TITLE LAND TRUST,
as Trustee under Land Trust #800 236 4152

Kevin R. Burns
Mayor

By: _____

ATTEST:

City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

4 East State Street, Geneva, Illinois:

PARCEL 1. THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE F. S. WRATE'S SUBDIVISION, GENEVA, KANE COUNTY, ILLINOIS DESCRIBED BY COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF EAST STATE STREET AND THE WESTERLY LINE OF BENNETT STREET AS ESTABLISHED BY PROCEEDINGS IN THE COUNTY COURT OF KANE COUNTY ENTERED JANUARY 18, 1927 AS CASE NO. 6348, THENCE WESTERLY ALONG SAID SOUTHERLY LINE 244.96 FEET, THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 77 DEGREES, 14 MINUTES, 20 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 102.00 FEET TO A POINT ON THE NORTHERLY BANK OF THE FOX RIVER FOR A POINT OF BEGINNING, THENCE NORTHERLY ALONG THE LAST DESCRIBED COURSE 102.00 FEET TO SAID SOUTHERLY LINE, THENCE EASTERLY ALONG SAID SOUTHERLY LINE 137.39 FEET TO THE WESTERLY LINE EXTENDED NORTHERLY OF AN EXISTING GARAGE BUILDING, THENCE SOUTHERLY ALONG SAID WESTERLY LINE EXTENDED AND SAID WESTERLY LINE FORMING AN ANGLE OF 83 DEGREES, 05 MINUTES, 0 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 104.40 FEET TO THE SOUTHWEST CORNER OF SAID BUILDING, THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 158 DEGREES, 22 MINUTES, 0 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 78.10 FEET, THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID F. S. WRATE'S SUBDIVISION FORMING AN ANGLE OF 119 DEGREES, 29 MINUTES, 0 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 78.42 FEET TO THE WESTERLY LINE OF SAID BENNETT STREET, THENCE SOUTHERLY ALONG SAID WESTERLY LINE BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1227.01 FEET THAT IS TANGENT TO A LINE FORMING AN ANGLE OF 101 DEGREES, 50 MINUTES, 03 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 46.61 FEET TO A LINE DRAWN PARALLEL WITH AND 99.00 FEET WESTERLY OF THE WESTERLY LINE OF LOT 9 OF THE ASSESSOR'S PLAT FOR THE YEAR 1860 (MEASURED ALONG THE SOUTHERLY LINE OF SAID STATE STREET), THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 9, 33.92 FEET TO THE NORTHERLY LINE OF SAID F. S. WRATE'S SUBDIVISION, THENCE EASTERLY ALONG SAID NORTHERLY LINE 4.12 FEET TO THE WESTERLY LINE OF SAID BENNETT STREET, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BENNETT STREET BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1227.01 FEET, 173.90 FEET TO THE NORTHERLY LINE OF OAK STREET, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID OAK STREET 62.30 FEET TO THE NORTHWEST CORNER OF SAID OAK STREET, THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID OAK STREET FORMING AN ANGLE OF 83 DEGREES, 30 MINUTES, 0 SECONDS WITH THE

LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 50.32 FEET TO THE SOUTHWEST CORNER OF SAID OAK STREET, THENCE WESTERLY ALONG THE PROLONGATION OF THE SOUTHERLY LINE OF SAID OAK STREET 53.00 FEET TO THE EASTERLY BANK OF THE FOX RIVER, THENCE NORTHWESTERLY AND WESTERLY ALONG THE BANK OF SAID RIVER TO THE POINT OF BEGINNING IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS.

PARCEL 2. THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF EAST STATE STREET WITH THE WESTERLY LINE OF BENNETT STREET AS ESTABLISHED BY PROCEEDINGS IN THE COUNTY COURT OF KANE COUNTY, ENTERED JANUARY 18, 1927 AS CASE NO. 6348, THENCE WESTERLY ALONG SAID SOUTHERLY LINE 133.57 FEET, THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 3.50 FEET FOR A POINT OF BEGINNING, THENCE SOUTHERLY ALONG THE LAST DESCRIBED COURSE 3.50 FEET TO SAID SOUTHERLY LINE, THENCE WESTERLY ALONG SAID SOUTHERLY LINE 111.39 FEET, THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 77 DEGREES, 14 MINUTES, 20 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 16.40 FEET TO A LINE DRAWN PARALLEL WITH AND 16.00 FEET NORTHERLY OF SAID SOUTHERLY LINE (MEASURED AT RIGHT ANGLES THERETO), THENCE EASTERLY PARALLEL WITH SAID SOUTHERLY LINE 54.00 FEET. THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 171 DEGREES, 47 MINUTES, 13 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 14.00 FEET TO A LINE DRAWN PARALLEL WITH AND 14.00 FEET NORTHERLY OF SAID SOUTHERLY LINE (MEASURED AT RIGHT ANGLES THERETO), THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 163 DEGREES, 58 MINUTES, 23 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 25.58 FEET TO A LINE DRAWN PARALLEL WITH SAID SOUTHERLY LINE FROM THE POINT OF BEGINNING, THENCE EASTERLY ALONG SAID PARALLEL LINE 23.84 FEET TO THE POINT OF BEGINNING, IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS. BOTH PARCELS ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 2014 AS DOCUMENT 2014K016733 IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS.

PIN 12-02-353-008-0000

12 East State Street, Geneva, Illinois:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF EAST STATE STREET WITH THE WESTERLY LINE OF BENNETT STREET; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF STATE STREET 107.57 FEET TO THE WESTERLY LINE OF A ONE-STORY BRICK BUILDING EXTENDED NORTHERLY; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND SAID WESTERLY LINE EXTENDED, BEING ALONG A LINE MAKING AN ANGLE OF $83^{\circ} 5'$ MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 104.40 FEET TO THE SOUTHWESTERLY CORNER OF SAID BRICK BUILDING; THENCE SOUTHERLY ALONG A LINE MAKING AN ANGLE OF $158^{\circ} 22'$ MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 78.10 FEET; THENCE EASTERLY ALONG A LINE MAKING AN ANGLE OF $119^{\circ} 29'$ MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 78.42 FEET TO THE WESTERLY LINE OF BENNETT STREET AFORESAID; THENCE NORTHERLY ALONG SAID WESTERLY LINE, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1227.01 FEET, AN ARC DISTANCE OF 174.90 FEET TO THE POINT OF BEGINNING IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS.

EXHIBIT "B"
SCOPE OF SERVICES



Scope of Services

A. Opportunity Analysis

Objective: Identify the issues and the most promising opportunities to meet the Local Team's (Land Owner and City representatives) economic, land use, connectivity, and appearance objectives based on the characteristics of the existing marketplace, its natural, physical, cultural, and financial resources, and the expectations of a variety of related stakeholders

Process: Specifically, for the Mill Race Inn immediate study area and surrounding neighborhoods, the Hitchcock Design Group team will:

1. In advance of the kick-off meeting, prepare and submit a:
 - a. Professional Services Agreement
 - b. Draft **Public Outreach Plan** including:
 - 1.) Project Synopsis (purpose, sponsors, map, consultants, anticipated deliverable, preliminary completion date, web links, contact person(s))
 - 2.) Public engagement strategy, tools, protocol
 - 3.) Local Team members
 - 4.) Draft Project Website content and management
 - 5.) Draft Stakeholder Behavior Survey questions
 - 6.) Preliminary schedule
 - c. **Request for Information** from Local Team including:
 - 1.) Hard copies or digital sources for existing maps, data, plans, and reports
 - 2.) Project stakeholders, affiliations, contact information
 - 3.) Local Team members, affiliations, contact information
 - 4.) Information to launch Project Website (contacts, photos, links, etc.)
 - 5.) City calendar (regular meeting dates, school holidays, etc.)
 - 6.) Other
2. (Meeting #1a and b) During a half-day site visit:
 - a. Facilitate a kick-off meeting with the Local Team to review the Draft Public Outreach Plan, Request for Information, and:
 - 1.) Geographic study area limits
 - 2.) Goals and objectives
 - 3.) Regulations, standards, and best practices
 - 4.) Comparable study areas
 - 5.) Time period (3, 5, 10 years)
 - 6.) Scope of Services and deliverables
 - 7.) HDG team and Local Team representatives and roles
 - 8.) Charrette logistics (including locally led community training session)
 - b. Immediately following the meeting, walk the study area with the Local Team to observe, photograph, and gather first-hand opinions about readily apparent conditions and patterns of use
3. Collect and review previously prepared plans, maps, and reports such as:
 - a. GIS mapping and data
 - b. Downtown Station Area Master Plan
 - c. Homes for a Changing Region
 - d. Geneva Fox River Tax Increment Financing Redevelopment Plan
 - e. Bikeway Implementation Plan
 - f. Landmark Nomination for 4 E. State Street

100 S. Wacker Drive, Suite 700
Chicago, Illinois 60606
312.634.2100

hitchcockdesigngroup.com



- g. Structural Analysis of Historic Landmark
 - h. Traffic Counts for Route 38
 - i. Flood Hazard Data
 - j. Utility Atlas
4. Collect and review readily available data about existing and proposed physical, cultural, and financial resources such as:
 - a. Private property ownership, sizes, uses, zoning, and condition
 - b. Public property ownership, sizes, uses, and condition
 - c. River hydraulics and hydrology
 - d. Stormwater management
 - e. Contaminated or degraded sites, location, size, condition, and status
 - f. Historically significant sites and structures
 - g. Motorist, pedestrian, and bicycle circulation routes, facilities, usage, crash data, and condition
 - h. On and off-street parking spaces, capacity, locations, ownership, regulation, condition, and usage
 - i. Sewer, water, wastewater, and other utility infrastructure, location, capacity, and condition
 - j. Brand history, strategy, communication tools, and wayfinding
 - k. Assessed property values, tax rates, sales, and property tax revenues
 - l. Capital improvement plan and budgets
 - m. TIF, SSA, and / or other financial tools in place or available
 - n. Applicable regional, state, and / or national grants
 5. Observe the existing stone structure, a local historic landmark, to preliminarily determine its structural integrity under two possible re-use scenarios (restoration per recognized guidelines or adaptation as part of a new structure or building component). Prepare and submit a concise **Local Historic Landmark Structural Analysis** summary report.
 6. Collect and review applicable jurisdictional information such as:
 - a. Zoning and development ordinances
 - b. Stormwater management regulations
 - c. Traffic projections and management
 - d. Parking regulations
 - e. Open space and recreation standards
 7. Using a national database service, previously prepared reports, and local reconnaissance, collect and review readily available data about existing and forecasted market conditions such as:
 - a. Comparable study areas
 - b. Local, regional demographics
 - c. Workforce and employment
 - d. Household spending potential for a variety of walk and drive times
 - e. Number and types of businesses (retail, office, hospitality, food / beverage), employees and customers
 - f. Commercial property development, sales, leasing, and vacancies
 - g. Residential property development, sales, leasing, and vacancies
 - h. Over / under-represented land uses
 - i. Economic development initiatives



8. Prepare and submit updated **Public Communication Tools** including:
 - a. Contact List (community / neighborhood leaders, key stakeholders, media)
 - b. Project Website (community information and opinion exchange platform linked to Owner's website that includes project synopsis, schedule, announcements, related links, contacts, survey(s), and authorized deliverables)
 - c. Social Media
 - d. Stakeholder Behavior Survey (tested questions expected to generate at least 600 responses to obtain primary data regarding study area patronage and perception, comparable / competitive areas, potential uses, optional contact information)
 - e. Charrette Poster and Invitation (project description and major event announcements)
 - f. Initial Press Release (project synopsis, website, and survey announcement, future event information, contact info)
9. (Meeting #2) Review the Public Communication Tools with the Local Team and confirm:
 - a. Project Website launch, publicity, duration
 - b. Stakeholder Behavior Survey questions, launch, publicity, and close dates
 - c. Charrette dates, location, equipment, agendas, and products
 - d. The list of stakeholder interview participants to be invited by staff
10. Launch Project Website and Survey; coordinate publicity and social media with the Local Team and City Communications Coordinator
11. Inventory and process the collected data; prepare:
 - a. A digital **Base Map** at an appropriate scale
 - b. A three-dimensional, **Digital Massing Model**
 - c. A variety of building typology test fits (for scale)
 - d. A draft **Mill Race Opportunity Analysis** presentation graphically summarizing the existing resource, jurisdictional, and market conditions (including preliminary survey data interpretation)
 - e. Updated Public Communications Tools including a charrette Press Release
12. (Meeting #3) Review the submittals with the Local Team and confirm:
 - a. Workshop invitations and publicity
 - b. Workshop logistics and hospitality to be provided by the Local Team
 - c. Deliverables authorized for publication
13. Post authorized communications and deliverables, monitor survey, coordinate publicity and social media with City Communications Coordinator
14. (Teleconference) Coordinate final charrette logistics with the Local Team and city representatives
15. (Meetings #4a, b, and c) On Monday of a 4-consecutive-day charrette:
 - a. Monday morning, conduct a kick-off meeting with the Local Team to review the charrette schedule, process, and intended outcomes
 - b. Monday morning and continuing until late afternoon, interview approximately 24 selected stakeholders during an initial series of confidential back-to-back meetings scheduled by City staff, to identify existing behaviors, operational issues, development plans, regulations, procedures, attitudes, and opinions about the history, image, culture, hospitality, and development potential of the study area; interview candidates should include representatives from the following stakeholder groups:
 - 1.) Local Team members



- 2.) Elected and appointed City officials
 - 3.) IDOT, IDNR, and other jurisdictional representatives
 - 4.) Selected property owners
 - 5.) Business or property owner organization leaders
 - 6.) Local residential and commercial real estate brokers
 - 7.) Local and regional real estate developers
 - 8.) Local lenders and financial leaders
 - 9.) Other constituent or special interest groups
- c. Monday evening, facilitate an interactive public workshop with invited stakeholders and the general public to introduce the project, review the Draft Opportunity Analysis, confirm existing stakeholder behaviors and attitudes, and brainstorm desired outcomes; record attendance and outcomes
16. (Meetings #5a, b, and c) On Tuesday:
- a. Tuesday morning, and continuing as needed, interview key stakeholders
 - b. Tuesday morning, summarize workshop results, refine the goal and objectives, and identify project performance expectations; begin to brainstorm Alternative Mill Race Concepts
 - c. Tuesday afternoon, continue to brainstorm alternative concepts; review Alternative Concepts with the Local Team; identify up to three **Preferred Mill Race Concepts** to advance
17. (Meetings #6a, b, and c) On Wednesday:
- a. Wednesday morning, advance up to three **Preferred Mill Race Concepts**
 - b. Wednesday afternoon, review the **Preferred Mill Race Concepts** with the Local Team; identify one **Preferred Mill Race Concept**
 - c. Wednesday evening, conduct a public open house to review the **Preferred Mill Race Concept** and facilitate dialogue with the community; record attendance and the outcomes
18. (Meetings #7a, b, and c) On Thursday:
- a. Thursday morning, refine the **Preferred Mill Race Concept**, estimate traffic and stormwater impacts, and list how the concept meets the performance expectations; prepare exhibits for public presentation
 - b. Thursday afternoon, review the **Preferred Mill Race Concept** and presentation exhibits with the Local Team
 - c. Thursday evening, present the **Preferred Mill Race Concept** at a public wrap-up meeting; record attendance, facilitate discussion, and record the outcomes
19. Finalize and submit a concise **Mill Race Charrette Summary** including:
- a. Executive Summary
 - b. Background (purpose, goal, objectives, performance expectations, process, schedule)
 - c. Market profile (consumer profile, spending power, over / under-represented uses, potential markets, target market position, comparable projects, and implications)
 - d. Resource profile (existing natural, structural, cultural, financial resources, and implications)
 - e. Stakeholder profile (owner, tenant, user, jurisdictional interests, and implications)
 - f. Charrette results
 - g. Additional technical analysis required (survey, geotechnical, hydraulic, traffic, etc.)
 - h. Entitlement process (submittal requirements, final scope, deliverables, process, and fees)
 - i. Stakeholder Behavior Survey results (appendix)



20. (Teleconference) Review the Charrette Summary document with the Local Team

21. Post authorized communications and deliverables

Deliverables: **Public Outreach Plan** (PDF), **Request for Information** (PDF), **Local Historic Landmark Structural Analysis** (PDF), **Base Map** (PDF), **Digital Massing Model** (SKP), **Project Communication Tools** (Contact List (PDF), Project Website (readily available templates), Social Media (varies), Stakeholder Behavior Survey tool (Survey Monkey); Charrette Poster (PDF), Invitation (PDF), Press Releases (PDF)), draft **Mill Race Opportunity Analysis**, **Mill Race Charrette Summary** (PDF)

B. Preliminary Mill Race Redevelopment (Entitlement) Plans

Objective: Complete appropriate technical analysis and submit appropriate plans to the City that are required to obtain desired site plan and zoning approval for the proposed Mill Race Inn redevelopment

Process: Building on the Mill Race Charrette Summary, the Hitchcock Design Group will:

1. Complete required **Technical Analyses** as may be required, which may include:
 - a. Wetland delineation
 - b. Boundary and topographic surveys
 - c. Geotechnical testing and analysis
 - d. Hydraulic modeling
 - e. Stormwater and drainage analysis
 - f. Traffic counts, modeling, and impact analysis
 - g. Parking study
 - h. Summary/Preliminary Market feasibility analysis (*in close collaboration with Owner*)
 - i. Summary/Preliminary Financial pro-forma (*in close collaboration with Owner, fiscal and economic impact analysis is excluded*)
2. Refine the Preferred Mill Race Concept, as may be appropriate
3. Outline **Mill Race Implementation Strategy** including:
 - a. Public policy recommendations (zoning, preservation, funding)
 - b. Capital improvements (public, private infrastructure responsibilities)
 - c. Operational requirements (public relations, maintenance agreements)
4. (Meeting #8) Review the technical analyses and refined Preferred Mill Race Concept with the Local Team
5. Prepare, as may be appropriate, the following **Preliminary Mill Race Development Plans** in general conformance with customary City submittal requirements:
 - a. Preliminary Site Plan (illustrative, including phasing, if appropriate)
 - b. Preliminary (subdivision) Plat
 - c. Preliminary Architectural Plans (program, schematic (including structural and MEP) design, building elevations)
 - d. Preliminary Engineering Plans (roads, walks, stormwater, water, wastewater, lighting, drainage, shoreline stabilization)
 - e. Preliminary Landscape Plan
 - f. Preliminary Signage Plan
 - g. Perspective Renderings (two marketing quality views)
 - h. Application



6. (Meeting #9) Review the plans and applications with the Local Team
7. Finalize and submit the Preliminary Mill Race Development Plans. Prepare **Presentation Exhibits** such as:
 - a. PowerPoint presentation
 - b. Exhibit Boards
8. (Meeting #10) Review the Presentation Exhibits with the Local Team. Review meeting schedules, public outreach and presentation strategy.
9. During the review process, refine and resubmit exhibits, as necessary, to facilitate approval

Deliverables: **Technical Analyses** (PDF), **Mill Race Implementation Strategy** (PDF), **Preliminary Mill Race Development Plans** (PDF, submittal copies by others), **Presentation Exhibits** (PDF, PPT and up to 6, 24" x 36" exhibit boards)

C. Entitlement Process

Objective: Facilitate the jurisdictional approval process and obtain approval of the desired Preliminary Mill Race Development Plan and zoning approvals for the Mill Race Inn Redevelopment from the City of Geneva

Process: Specifically, the Hitchcock Design Group team will:

1. (Teleconference) Review public outreach and meeting strategies, as necessary, with the Local Team
2. (Meetings #11, 12) Present our recommendations to the Planning Commission
3. (Meetings #13, 14) Present our recommendations to the Historic Preservation Commission
4. (Meetings #15, 16) Present our recommendations to the City Council
5. (Additional meetings) If authorized in advance, present our recommendations at additional public forums

Deliverable: None

GENERAL PROJECT ADMINISTRATION

HDG will manage the performance of its own work throughout the term of the contract by providing the following services:

A. Communications

1. Schedule, create agendas, and summarize the highlights of periodic meetings
2. Rehearse, attend, and present at public forums identified
3. Collect and disseminate communications from other parties
4. Periodically inform your representative about our progress



B. Schedules

1. Create, periodically update, and distribute the project schedule
2. Coordinate the activities of our staff and our consultants

C. Staffing

1. Select and assign staff members and / or consultants to appropriate tasks and services
2. Prepare and administer consultant agreements

D. File Maintenance

1. Establish and maintain appropriate correspondence, financial, drawing, and data files
2. Obtain appropriate insurance certificates from consultants
3. Maintain appropriate time and expense records



Schedule (rev 4.02.19)

Phase	Est Completion
Opportunity Analysis	Week of:
Prepare Public Outreach Plan and Request for Information	April 1
M1 ; Facilitate a kick-off meeting, site walk w/ Local Team	April 8
Collect and review previous plans	April 29
Collect and review available resource data	April 29
Collect and review jurisdictional data	April 29
Collect and review market data	April 29
Prepare Public Communication Tools	April 29
M2 ; Review w/ Local Team, coordinate PR w/ City Comm Coord	May 6
Launch Website and Survey	May 6
Prep Base Map, Digital Massing Model, draft Opportunity Analysis	May 20
M3 ; Review with Local Team, confirm charrette logistics	May 27
Post authorized communications, monitor survey, coord PR	May 27
Telecon ; Coordinate final charrette logistics with Local Team	June 17
Community charrette training (coordinated by Local Team)	June 17
M4 ; Task Force KO, interviews, public workshop	June 24
M5 ; Interviews, Alternative Concepts, primary stakeholder review	June 24
M6 ; Preferred Concepts, primary stakeholder review, open house	June 24
M7 ; Preferred Concept, primary stakeholder review, wrap-up mtg	June 24
Finalize Mill Race Charrette Summary	July 1
Telecon ; Review summary with Local Team	July 8
Post authorized communications, deliverables, coordinate PR	July 8
Preliminary Mill Race Redevelopment Plans	
Complete technical analysis (wetland, traffic, fiscal, etc)	July 22
Refine the Preferred Concept	July 29
Outline Implementation Strategy	July 29
M8 ; Review with Local Team	August 5
Prepare Development Plans (site, architecture, engineering, etc)	August 12
M9 ; Review with Local Team	August 19
Finalize and submit Dev Plans, Prepare Presentation Exhibits	August 26
M10 ; Review with Local Team, coordinate PR	August 26
Revise, resubmit, as necessary	TBD
Entitlement	
M11, 12 ; Present to Planning Commission	TBD
M13, 14 ; Present to Historic Preservation Commission	TBD
M15, 16 ; Present to City Council	TBD

Under normal circumstances, the Hitchcock Design Group team prefers to advance the proposed Scope of Services in a continuous and timely manner in general conformance with this preliminary schedule. However, because of many factors that we cannot control, such as illness, third party actions and political considerations, it is impossible for us to guarantee completion of these services by a specific date. We will update this schedule, from time to time, as the project advances in order to reflect the most recent information.



Standard Billing Rates and Expenses

Effective April 28, 2018

HDG BILLING RATES

Senior Principal	\$255
Principal	\$185
Senior Associate	\$145
Associate	\$120
Junior Associate	\$100

EXPENSES

In addition to our standard hourly rates, we invoice qualified sub-consultant fees, travel and reproduction expenses at 105% of our cost. We will invoice mileage in personal or company-owned cars at 105% of the current IRS reimbursement rate.

BDI BILLING RATES

Consultants	\$175
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WBK BILLING RATES

Engineer VI	\$189
Engineer V	\$169
Engineer IV	\$142
Engineer III	\$117
Engineer II	\$98
Engineer I	\$84
Engineering Technician IV	\$138
Engineering Technician III	\$116
Engineering Technician II	\$97
Engineering Technician I	\$81
Senior Scientist	\$178
ERS IV	\$123
ERS III	\$97
ERS II	\$88
ERS I	\$78
Professional Land Surveyor	\$133
Intern	\$45
Office Professional	\$62.00

FITZGERALD BILLING RATES

Principal	\$225
Senior Architect	\$150

EXHIBIT "C"
PROFESSIONAL SERVICES AGREEMENT



Professional Service Agreement

This agreement (Agreement) between Hitchcock Design, Inc., an Illinois corporation doing business as **Hitchcock Design Group (HDG)**, 100 South Wacker Drive, Suite 700; Chicago, Illinois 60606, **Chicago Title as Trustee of the Chicago Title Land Trust 8002364152**, 10 South LaSalle Street, Suite 2750, Chicago, IL 60603 (**Owner**), and the **City of Geneva**, 22 S. 1st Street, Geneva, IL 60134 (**City**), is entered into on April 1, 2019 and includes eight parts: Project Description, Project Team, Scope of Services, Schedule, Compensation and Payment, City and Owner Responsibilities, Additional Conditions and Acceptance.

PART ONE: PROJECT DESCRIPTION

HDG will prepare a community-wide consensus redevelopment strategy for the former Mill Race Inn property.

PART TWO: PROJECT TEAM

Rick Hitchcock; Hitchcock Design Group, Principal in Charge
 Dan Kim; Hitchcock Design Group, Project Manager
 Bridget Lane; BDI, Market Economics
 Mike Breclaw; FitzGerald, Architecture
 John Wills; WBK Engineering, Civil, Traffic and Water Resources Engineering

PART THREE: BASIC SERVICES

HDG will complete the Opportunity Analysis, Preliminary Redevelopment Plans and Entitlement Process described in the attached Scope of Services.

PART FOUR: SCHEDULE

Follow the attached Preliminary Schedule, which may be updated from time to time as the project advances.

PART FIVE: COMPENSATION AND PAYMENT

Fee Type and Amount

City and Owner agree to compensate HDG for the Authorized Scope of Services described in Part Three of this Agreement as follows:

Opportunity Analysis	Fixed Fee	\$106,700.00
Prelim Redevelopment Plans	Fixed Fee	\$145,900.00
Entitlement Process	Fixed Fee	\$20,800.00
Total Professional Fees:		\$273,400.00

City agrees to compensate HDG 50% of the Total Professional Fees, and Owner agrees to compensate HDG 50% of the Total Professional Fees.

Authorized Additional Services

If circumstances arise during HDG's performance of its Scope of Services that require additional services, such as additional public meetings, HDG will notify City and Owner about the nature, extent and probable additional cost of the additional services, and perform only such additional services following City and Owner's written authorization. City and Owner each agree to compensate HDG for only Authorized Additional Services in addition to the fee for the Authorized Scope of Services.

100 S. Wacker Drive, Suite 700
 Chicago, Illinois 60606
 312.634.2100

hitchcockdesigngroup.com



Reimbursable Expenses

Incidental travel to and from Geneva, incidental printing for meetings with the Local Team, and the deliverables identified in the Scope of Services are included in the fee. In addition to the fees for the Authorized Scope of Services and Authorized Additional Services, City and Owner agree to compensate HDG for City and/or Owner-requested deliverable reproduction costs at 105% of HDG's actual cost. City and Owner will each be invoiced separately for their respective requested reproductions.

Standard Rates

The attached Standard Billing Rates are made a part of this Agreement.

Payment

Invoices

By the 5th day of the month, HDG will provide an invoice by email to both the City representative and the City's accounting professional and the Owner's accounting professional that describes the invoice period, the services rendered, fees and expenses due, payment due date, billing history and other appropriate information. Invoices for fixed fees will describe the percentage of HDG's completed services. Invoices for hourly fees, when authorized, will describe the tasks, hours and hourly rates for the services completed.

Progress Payments

Both City and Owner agree to promptly review HDG invoices and each pay 50% of the Authorized Scope of Services, Authorized Additional Services. Reimbursable Expenses will be invoiced separately to the requesting party. Approved invoices are due upon receipt and will be past due if not paid in full within 30 days of the invoice date. If City and/or Owner object to any portion of the invoice, each agrees to notify HDG, in writing, within 20 days of receipt regarding the objection. City and Owner shall each pay 50% of the undisputed invoice amount in accordance with this Agreement.

Collection Costs

If HDG must retain an attorney to enforce the City and Owner's payment obligations, City and Owner agree to pay HDG's reasonable attorneys' fees and costs for their respective invoice collection, regardless of whether suit is filed.

PART SIX: CITY AND OWNER RESPONSIBILITIES

Representation

City and Owner have designated the following representatives authorized to act on their behalf:

David DeGroot, Cathleen Tymoszenko, City of Geneva, Illinois, City Representatives and Local Team
 Dave Patzelt, Shodeen Group, Owner Representative and Local Team

HDG will direct communications to City and Owner through their designated representatives.

City and Owner agree to communicate with HDG's project manager in a timely manner in order to expediently advance HDG services.

Program Requirements

City and Owner each agree to provide customary program requirements for the project within the time set forth on the attached schedule, including objectives, standards and criteria, schedule, process, communications and budget.



Existing Conditions

City and Owner each agree to provide copies of information that the City and Owner have in their possession regarding the existing conditions for the project area, including boundary, legal description, ownership, easements and restrictions; topography and benchmark, soils, utilities, vegetation, land uses, traffic. HDG is entitled to rely on the accuracy and completeness of the information provided.

Access

Owner agrees to provide HDG and its sub consultants access to the property for observation.

Specialized Consultation

When authorized in writing by each, City and Owner each agree to provide the services of specialized consultants, not already identified on the Project Team, to provide required existing conditions data or program requirements.

Changed Conditions

City and Owner each agree to promptly notify HDG in writing of any condition, event or circumstance that may affect the performance of HDG's services.

Financing

City and Owner each agree to compensate HDG regardless of City or Owner's ability to secure loans, mortgages, additional equity, grants or other financing for the project.

Application Fees

Unless specifically described in HDG's Basic Services, City and Owner each agree to pay for any jurisdictional application fees associated with this project.

Delay

City and Owner each agree to comply with Part Six of this Agreement and to render decisions in a timely manner so as not to delay the orderly and sequential progress of our services.

PART SEVEN: ADDITIONAL CONDITIONS

Standard of Care

HDG will perform the Authorized Scope of Services and Authorized Additional Services in accordance with generally accepted standards of ordinary and reasonable skill exercised by landscape architects and planners at the time and location such services are rendered.

Suspension of Services

If either the City or the Owner have not paid HDG's invoice within 60 days of the invoice date, or if the City and the Owner have an open aggregate account balance of more than \$60,000 or 25% of our Total Professional Fees, whichever is less, HDG may suspend services under this Agreement by providing 7 days written notice to both City and Owner. HDG shall have no liability because of such suspension of services. If either party to this Agreement suspends services for more than 30 consecutive days, City and Owner each agree to compensate HDG for services performed prior to notice of such suspension, and when the Project is resumed, compensate HDG for costs incurred during the interruption and resumption of services. City and Owner each further agree to equitably adjust HDG's schedule for the remaining services.



Termination of Services

Either party may terminate this Agreement upon not less than 7 days written notice should any other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the terminating party. City or Owner may terminate this agreement for their individual or mutual convenience and without cause by providing not less than 7 days written notice. If either City or Owner terminates this Agreement for their convenience and without cause, each agrees to compensate HDG for services performed prior to the termination, together with Reimbursable Expenses and Authorized Additional services.

Ownership of Documents

HDG retains the ownership of documents prepared by HDG as instruments of service. Upon payment of outstanding invoices related to this Agreement, City and Owner are each granted ownership and all rights of all documents prepared by any or all of the Project Team or its members. If HDG provides any documents in digital format, at City or Owner's direction, HDG cannot and does not represent, warrant or take any responsibility for the proper operation, compatibility or use of any third party software products or the media on which the documents are transmitted, including but not limited to software, memory devices or transmission by electronic mail.

Credit

City and Owner each agree to give HDG proper credit for its professional services in their official communications, published articles, and temporary project identification signage, as long as HDG pays its proportionate share for signage and advertisement.

Risk Allocation and Indemnity

HDG is responsible only for the Scope of Services authorized in this Agreement. City and/or Owner may each choose to modify HDG's deliverables at their risk. City and Owner each agree to defend, indemnify and hold HDG harmless for damages, which may occur as a result of modifications made to HDG's deliverables with HDG's authorization.

City and Owner each agree to indemnify and hold HDG harmless for any delay in the performance or progress of the project, or for any costs or damages sustained by either City or Owner resulting from such delay caused by any act or neglect by City or Owner's representatives, or by any third party acting on City or Owner's behalf, or by changes ordered in the project as a result of any regulatory authority, or by any other cause beyond HDG's control. In the event of such delay, HDG will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this contract. City and Owner each further agree to indemnify and hold HDG harmless from delays or losses experienced by City or Owner or others resulting from the discovery of concealed conditions, which require additional professional services, disposal, mitigation, or other remedial action. City and Owner each also agree to indemnify and hold HDG harmless from delays or losses experienced by City or Owner or others, which result from the discovery of hazardous wastes, and contaminants or pollutants, which require remedial design, mitigation, or other remedial action. When such discovery warrants the need for additional professional services by HDG, those services will be considered additional services.

HDG agrees to indemnify and hold harmless both the City and Owner against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent performance of HDG and its sub consultants.

Limitation of Liability

City and Owner each agree to limit any claim made against HDG to the amount of compensation actually paid to HDG under this Agreement. This limitation of liability applies to all claims including, breach of contract, torts or any other theory.

**Insurance**

HDG and all Project Team entities maintain and will forward to both City and Owner certificates of insurance for General Liability, Worker's Compensation, Automobile Liability and Professional Liability Insurance. For all Project Team entities, HDG will direct its insurer to name the City, Owner, and Shodeen Group as additionally insured on HDG's General Liability policy.

Waiver of Subrogation

All parties to this Agreement waive the right of subrogation for damages covered by property insurance.

Quantity and Cost Opinion

HDG has no control over the cost of labor, materials, and equipment or the services of others. HDG provides quantity summaries and opinions of probable cost based on its professional judgment, familiarity with the construction industry, and on recent, comparable bidding results. Consequently, HDG does not guarantee the accuracy or thoroughness of its quantity summaries or opinions of probable cost. HDG approximates certain quantities and/or costs for City and Owner convenience.

Third Party Approvals

HDG will work diligently to help City and Owner secure desired outcomes from the appropriate regulatory authorities related to the services specified in this Agreement. However, HDG cannot guarantee the approval of the project by any regulatory agency or third party. City and Owner each agree to compensate HDG for its professional services regardless of the outcome. Owner does not release City of any reimbursement of fees as outline in the Tax Increment Financing Redevelopment Agreement for the Mill Race property.

Dispute Resolution

All parties agree to use direct negotiation as the preferred method to resolve disputes related to this Agreement. If unable to resolve disputes through direct negotiation, all parties agree to submit disputes arising out of this Agreement or relating to the services outlined in the Agreement to non-binding mediation with a mutually agreed upon mediator before initiating any litigation. Demand for mediation shall be made by written request to each of the other parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and all parties agree to mediate in good faith. Mediation fees shall be shared equally.

If mediation does not resolve the dispute(s) within 90 days of demand, each party may pursue its rights through litigation in Kane County court. In any proceeding following unsuccessful mediation, the substantially prevailing party shall be entitled as part of any money judgment, in addition to such other relief as may be granted, to a reasonable sum for reimbursement of attorneys' fees and costs.

Choice of Law

This Agreement is governed by the laws of the County of Kane and the State of Illinois.

Extent

This contract constitutes the entire agreement between HDG and the City and the Owner. It supersedes all previous written or oral understandings. It can be supplemented, or amended, only by the execution of a new written agreement.

Signatures on following page.



April 12, 2019 (rev 4.12.19)
Mill Race Inn Redevelopment
Page 6

PART EIGHT: ACCEPTANCE

Please sign and return this Agreement. A countersigned agreement will be returned to you.

Accepted: _____
Stephanie Dawkins, City Administrator, City of Geneva, Illinois

Accepted: _____
Signature and printed name of authorized signer on behalf of Chicago Title
as Trustee of the Chicago Title Land Trust 8002364152

Accepted: _____
Richard G. Hitchcock, Senior Principal, Hitchcock Design Group