1996 S. Kirk Rd. Suite 320
Geneva, IL 60134

Kane County

Forest Preserve District, Planning and Utilization Committee

Agenda

Chair Cherryl Strathmann, President Christopher Kious, President Pro Tem, Mavis Bates, Executive Director Benjamin Haberthur
Ron Ford, Michelle Gumz, Mike Kenyon, Anita Lewis, Mike Linder, Vern Tepe

Thursday, July 27, 2023 **9:30 AM** **3rd Floor Board Room**

I. Call To Order

II. Approval of Minutes from June 29, 2023

III. Public Comment (Each Speaker is limited to three minutes)

IV. Bids and Proposals

TMP-23-917 Resolution Approving a Bid for Common Reed Control for Five (5) Forest Preserves

TMP-23-969 Resolution Approving A Bid For Natural Areas Vegetation Management At Settler's Hill Golf Course

V. New or Unfinished Business

TMP-23-1011 Resolution Approving a Contract with Smith Group, for Professional Services to Develop a Ten (10) Year Comprehensive Master Plan for the Forest Preserve District, Kane County

VI. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation and Personnel

VII. Communications

VIII. Chairman's Comments

IX. Adjournment
Adjournment until: Thursday August 24, 2023 at 9:30 a.m. in person at the Forest Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva, Illinois and via zoom https://zoom.us/j/6302325980?pwd=aURTSGJoRlVJNDRCcHJXd3dvaVVrUT09 Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on our website must still be completed for guests to speak at the meeting.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-23-917

RESOLUTION APPROVING A BID FOR COMMON REED CONTROL FOR FIVE (5) FOREST PRESERVES

WHEREAS, it is deemed necessary and desirable for the Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois to authorize a bid for control of common reed at portions of five preserves; and

WHEREAS, the District actively restores areas using modern fire suppression, clearing, and chemical treatments of both herbaceous and woody species; and

WHEREAS, the non-native, invasive plant Common Reed (Phragmities australis) is a tall (up to 15') perennial grass that infests many District wetlands. It produces some viable seed on the highly visible plumes it produces in late summer, but primarily propagates through lateral shoots called rhizomes. This vigorously growing plant quickly forms monotypic stands of itself, at the exclusion of native fauna. Its dense growth habit minimizes its utility to native wetland fauna; ducks cannot swim through mature stands, and its stalks are too weak to support the nests of native wetland songbirds; and

WHEREAS, Contractors were sought to bid on summer/fall 2023 control projects of multiple, separate infestations of Common Reed, across five different preserves. The qualified lowest bids for each project were as follows:

Project 1 Freeman Kame Forest Preserve (105.9 acres): Bid of $29,345 by Integrated Lakes Management

Project 2 Braeburn Forest Preserve (35.1 acres): Bid of $8,032 by Integrated Lakes Management

Project 3 Mill Creek Greenway Forest Preserve (32.1 acres): Bid of $10,709 by Integrated Lakes Management

Project 4 Burnidge Forest Preserve (2.8 acres): Bid of $4,398 by Integrated Lakes Management

Project 5 Pingree Grove Forest Preserve (42.6 acres): Bid of $15,100 by HGS, LLC; and

WHEREAS, the total for the above five projects is $67,584.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois that the bids received from Integrated Lakes Management of Waukegan, IL for $52,484 and by HGS, LLC of Chicago, IL for $15,100 are hereby accepted and approved.

APPROVED AND PASSED on this 8th day of August 2023

_____	_____
Christopher Kious	Myrna Molina
President, Kane Forest Preserve	Secretary, Kane Forest Preserve
Kane County, Illinois	Kane County, Illinois

AGENDA MEMORANDUM

DATE: July 27, 2023

TO: Forest Preserve District Planning and Utilization Committee

FROM: Patrick Chess, Director of Natural Resources
Benjamin Haberthur, Executive Director

VIA: David Petschke, Chief Financial Officer

SUBJECT: Presentation and Approval of Bids for Control of Common Reed at Various Preserves

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the approval of bids for the control of Common Reed at portions of five Kane County forest preserves.

BACKGROUND:

The non-native, invasive plant Common Reed (*Phragmities australis*) is a tall (up to 15') perennial grass that infests many District wetlands. It produces some viable seed on the highly visible plumes it produces in late summer, but primarily propagates through lateral shoots called rhizomes. This vigorously growing plant quickly forms monotypic stands of itself, at the exclusion of native fauna. Its dense growth habit minimizes its utility to native wetland fauna; ducks cannot swim through mature stands, and its stalks are too weak to support the nests of native wetland songbirds.

Contractors were sought to bid on summer/fall 2023 control projects of multiple, separate infestations of Common Reed, across five different preserves.

The bid was sent to 35 vendors and publicly advertised, with three responding. The low response rate is attributed to the need for specialized amphibious equipment (i.e. Marshmaster) to make work at this scale cost-effective. The qualified, lowest bidder for each option is as follows:

Project	Preserve Name	Acres	Bid Amount	Bidder Name	Address
Project 1	Freeman Kame F.P.	105.9	$29,345	Integrated Lakes Management	Waukegan, IL
Project 2	Braeburn Marsh F.P.	35.1	$8,032	Integrated Lakes Management	Waukegan, IL
Project 3	Mill Creek Greenway F.P.	32.1	$10,709	Integrated Lakes Management.	Waukegan, IL
Project 4	Burnidge F.P.	2.8	$4,398	Integrated Lakes Management.	Waukegan, IL
Project 5	Pingree Grove F.P.	42.6	$15,100	HGS, LLC dba RES Environmental Operating Company, LLC	Chicago, IL

FINANCIAL IMPACT:

Funds totaling $140,000 were budgeted in this fiscal year for weed management. Sufficient funds totaling $140,000 are available in Natural Resources Weed Management Account 01-31-31-7064 for projects 1, 2, 3, and 4 totaling $52,484.

Funds totaling $448,000 have been allocated to the Pingree Grove Wetland Bird Habitat Enhancements project. Sufficient funds totaling $69,580.07 are available in Account 03-31-31-7060 Project #20604, for project 5 at a total cost of $15,100.

RECOMMENDATION:

Staff recommends the Committee approve the Common Reed-control bids by Integrated Lakes Management of Waukegan, Illinois for projects 1, 2, 3, and 4 at a total cost of $52,484. Additionally, staff recommends the Committee approve the Common Reed-control bid by HGS, LLC of Chicago, Illinois for project 5 at a cost of $15,100. The total project cost for all projects is $67,584.

ATTACHMENTS: *Abstract of Bid*
Project Area Maps
Project Locator Map

ABSTRACT OF BIDS

COMMON REED (PHRAGMITES) CONTROL IN FIVE (5) FOREST PRESERVES

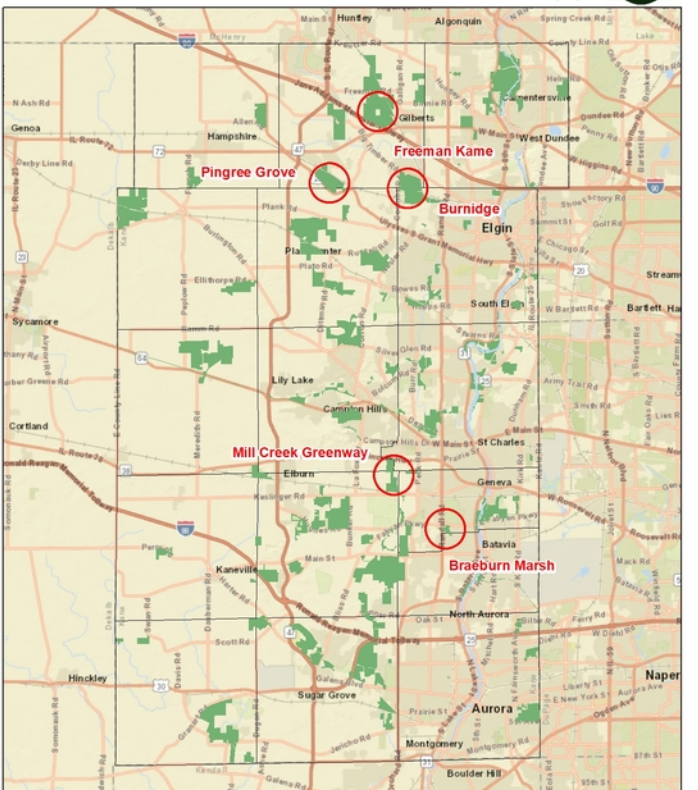
SB-FP-16-2223 **Sent to 35 Vendors 3 Responses**

Bidders Name	Integrated Lakes Management	HGS, LLC dba RES Environmental Operating Company, LLC	Jones Fish Hatcheries & Distributors, LLC
Address	Waukegan, IL	Chicago, IL	Cincinnati, OH
Project 1. Common Reed Control across approximately 105.9 acres of the Freeman Kame Forest Preserve, Gilberts, IL	$29,345.00	$35,300.00	$50,302.50
Project 2. Common Reed Control across approximately 35.1 acres of the Braeburn Marsh Forest Preserve, Geneva, IL	$8,032.00	$14,200.00	$16,672.50
Project 3. Common Reed Control across approximately 32.1 acres of the Mill Creek Greenway Forest Preserve, Elburn, IL	$10,709.00	$11,500.00	$15,247.50
Project 4. Common Reed Control across approximately 2.8 acres of Burnidge Forest Preserve, Pingree Grove, IL	$4,398.00	$5,900.00	$5,000.00
Project 5. Common Reed Control across approximately 42.6 acres of Pingree Grove Forest Preserve, Pingree Grove, IL	$21,582.00	$15,100.00	$20,235.00

I have certified that I have opened, read and recorded all bids received in response to this invitation.

David Petschke, Chief Financial Officer

Common Reed Control
County Locator Map



Map Created June,2023; ESRI Basemap

Common Reed Control
Braeburn Marsh F.P.

35.1 ac

Map Created May 2023; 2022 Air Photo

Common Reed Control
Burnidge F.P.

2.8 ac

Map Created May 2023; 2022 Air Photo

Common Reed Control
Freeman Kame F.P.

105.9 ac

Map Created May 2023; 2022 Air Photo

Common Reed Control
Mill Creek Greenway F.P.

32.1 ac

Map Created May 2023; 2022 Air Photo

Common Reed Control
Pingree Grove F.P.

42.6 ac

Map Created May 2023; 2022 Air Photo

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-23-969

RESOLUTION APPROVING A BID FOR NATURAL AREAS VEGETATION MANAGEMENT AT SETTLER'S HILL GOLF COURSE

WHEREAS, bids have been solicited and received for vegetation management within the natural areas at the Settler's Hill Golf Course for one fiscal year; and

WHEREAS, Settler's Hill Golf Course (224 acres) is located within Geneva Township, and is one of two golf courses owned by the District. In 2021, work began to update playing surfaces and cart paths. In addition to the course work itself, the quality of natural areas that make up the out-of-play area are also being addressed; and

WHEREAS, the qualified, lowest bidder for one year of management and naturalization of terrestrial vegetation within the non-playing grounds of Settler's Hill Golf Course (approximately 100 acres) is Davey Resource Group, Inc. of Elmhurst, Illinois, in the amount of $83,780.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Forest Preserve District of Kane County, Illinois, that the qualified lowest bid from Davey Resource Group, Inc. of Elmhurst, Illinois for management of natural areas vegetation at the Settler's Hill Golf Course, for a total contract cost of $83,780 be, and hereby is, accepted and approved.

APPROVED AND PASSED on this 8th day of August 2023.

_____
Christopher Kious
President, Kane Forest Preserve
Kane County, Illinois

_____
Myrna Molina
Secretary, Kane Forest Preserve
Kane County, Illinois

AGENDA MEMORANDUM

DATE: July 27, 2023

TO: Forest Preserve District Planning and Utilization Committee

FROM: Patrick Chess, Director of Natural Resources
Benjamin Haberthur, Executive Director

VIA: Dave Petschke, Chief Financial Officer

SUBJECT: Presentation and Approval of a Bid for Year Two of Three of Terrestrial Management at the Settler's Hill Golf Course

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the approval of a bid for the second of three years of terrestrial management at the Settler's Hill Golf Course in Geneva Township.

BACKGROUND:

Settler's Hill Golf Course (224 acres) is located within Batavia Township, and is one of two golf courses owned by the District. In 2021, work began on updating select roughs, fairways, greens, tee boxes, bunkers, cart paths, and fixing drainage issues.

Bids were sought from qualified firms for one year of management and naturalization of terrestrial vegetation within the non-playing grounds of Settler's Hill Golf Course (approximately 100 acres). The second year of work will be conducted from September 2023 until June 30, 2024. The primary goal of this work will be to control invasive and non-native herbaceous species as well as invasive woody brush in the woodland areas and along the trail edges. Species to be controlled will include but not be limited to teasel (*Dipsacus laciniatus*), common reed (*Phragmites australis*), and bush honeysuckle (*Lonicera spp.).*

The bid was distributed to 35 vendors, with 2 responding. The qualified, lowest bid was received from Davey Resource Group, Inc. of Elmhurst, Illinois, in the amount of $83,780. Contractor oversite will be conducted by our Natural Resource Management department.

FINANCIAL IMPACT:

Funds totaling $225,000 were budgeted in the 23/24 fiscal year for terrestrial management at Settler's Hill Golf Course. Sufficient funds totaling $128,880 are available in the Account #03-31-31-7060 (Project #21005) for this project totaling $83,780.

RECOMMENDATION:

Staff recommends the Committee approve the bid from Davey Resource Group, Inc. of Elmhurst, Illinois, for one year of terrestrial management at the Settler's Hill Golf Course, for a total contract cost of $83,780.

ATTACHMENTS: *Bid Abstract*
County Locator Map
Project Area Map

ABSTRACT OF BIDS

ONE-YEAR TERRESTRIAL MANAGEMENT AT SETTLER'S HILL GOLF COURSE

SB-FP-15-2223

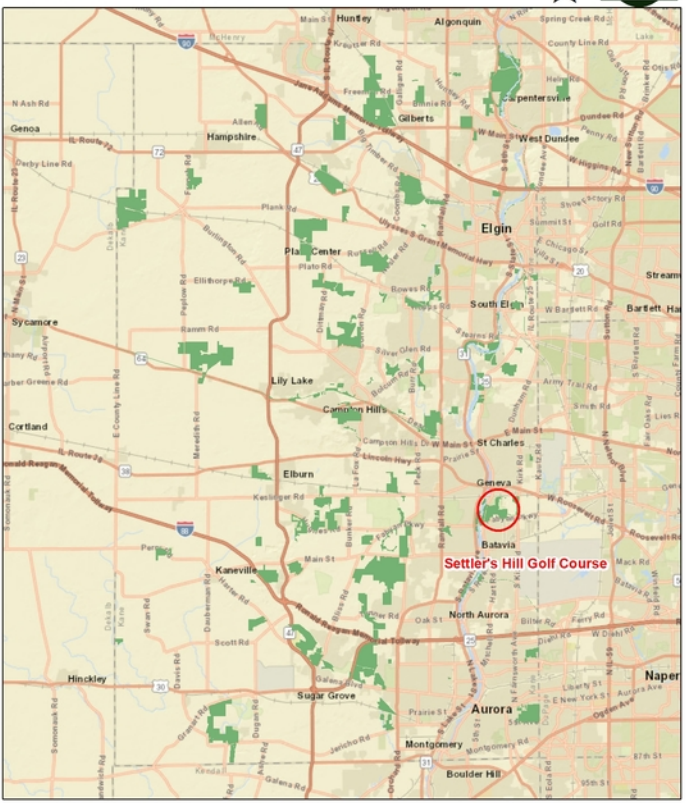
Sent to 35 Vendors 2 Responses

Bidders Name	Davey Resource Group, Inc.	Integrated Lakes Management, Inc.
City, State	Elmhurst, IL	Waukegan, IL
Common Reed Control	$5,420.00	$3,050.00
Invasive Brush Removal	$38,790.00	$74,045.00
Woody Re-Sprout Control	$10,760.00	$4,735.00
Broad Leaved Non-Native Species Control	$28,810.00	$21,468.00
Total of all the Projects	$83,780.00	$103,298.00

I have certified that I have opened, read and recorded all bids received in response to this invitation.

David Petschke, Chief Financial Officer

Terrestrial Management
Settler's Hill Golf Course



Map Created October, 2021; ESRI Bas

Terrestrial Management
Settler's Hill Golf Course

100 acres

N

KANE COUNTY

Map Created May, 2023; 2022 Air Ph

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-23-1011

RESOLUTION APPROVING A CONTRACT WITH SMITH GROUP, FOR PROFESSIONAL SERVICES TO DEVELOP A TEN (10) YEAR COMPREHENSIVE MASTER PLAN FOR THE FOREST PRESERVE DISTRICT, KANE COUNTY

WHEREAS, the Forest Preserve District of Kane County, Kane County, Illinois, finds it necessary and desirable to retain the services of Smith Group of Chicago, Illinois, for professional services to develop a ten year Comprehensive Master Plan for the District; and

WHEREAS, the District used a qualification based selection process to select a consultant that will provide professional services in accordance with the project requirements; and

WHEREAS, Smith Group has submitted a proposal not to exceed $200,000 for professional services, which include the development of a ten year Comprehensive Master Plan.

NOW, THEREFORE, BE IT RESOLVED that the Forest Preserve District Board of Commissioners of Kane County, Kane County, Illinois, that Smith Group, Chicago, Illinois, be retained to provide planning services for the creation of a District wide Comprehensive Master Plan at a cost not to exceed $200,000.

APPROVED AND PASSED on this 8th day of August 2023.

_____	_____
Christopher Kious	Myrna Molina
President, Kane Forest Preserve	Secretary, Kane Forest Preserve
Kane County, Illinois	Kane County, Illinois

AGENDA MEMORANDUM

DATE: July 27, 2023

TO: Forest Preserve District Planning & Utilization Committee

FROM: Jennifer Rooks-Lopez, Chief of Planning & Land Management

SUBJECT: Presentation and Approval of a Contract with Smith Group, for Professional Services to Develop a ten (10) Year Comprehensive Master Plan for the Forest Preserve District.

PURPOSE:
The purpose of this memorandum is to provide the Committee with information to consider the approval of a contract with Smith Group, Inc. ("Smith Group") of Chicago, Illinois for professional services to develop a ten (10) year Comprehensive Master Plan for the District.

BACKGROUND:
The Forest Preserve District of Kane County's ("District") last full master plan was coordinated in-house in 2015. Subsequently partial updates were conducted in 2018, 2020 and 2022. Since we have acquired an additional 3,000 + acres and best management practices to initiate full master plan review every five to ten years. The creation of a fresh Comprehensive Master Plan for Calendar Year 2024 was approved in the current FY24 budget.
The new Comprehensive Plan will include an implementation strategy that will outline short, medium, and long-term goals and the action steps associated with implementing these goals during the span of the plan's time period, inclusive of performance measures for tracking the progress to the District's goals. The Plan will be the foundation for planning land-use, capital improvements, climate mitigation and overall District resiliency. The temporal scope of this plan will cover the next ten years with a target horizon of 2034/35.

A Request for Qualification process was conducted to locate an appropriate consultant for these scope of services. Twenty (20) vendors were contacted with Smith Group Inc. of Chicago, IL being the sole respondent. A thorough interview was conducted with Smith Group Inc. of Chicago, Illinois and staff are confident in their knowledge, skills and abilities as presented.

FINANCIAL IMPACT:
Funds totaling $200,000.00 were budgeted in the 2023/24 fiscal year (Professional Fees #03-35-35-5070; Project #31005) for the development of a ten (10) year Comprehensive Master Plan.

RECOMMENDATION:
Staff recommends approval of a contract with Smith Group Inc., Chicago, Illinois for professional services to develop a ten (10) year Comprehensive Master Plan for the District, in an amount not to exceed $200,000.00.

ATTACHMENTS:
Proposal for Comprehensive Master Plan, Smith Group

SMITHGROUP

LETTER FORM PROPOSAL ("AGREEMENT")

Date: July 21, 2023

Transmitted – (Via eMail)

Jennifer Rooks-Lopez, CPRP
Chief of Planning & Land Management
Forest Preserve District of Kane County
1996 South Kirk Road, Suite 320
Geneva, IL 60134

RE: Kane County Forest Preserve's Comprehensive Master Plan

Dear Jennifer:

On behalf of SmithGroup, Inc., ("SmithGroup") I am pleased to submit this proposal for the Kane County Forest Preserve's Comprehensive Master Plan. The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

We understand the Kane County Forest Preserve District is looking for a comprehensive master plan that is practical and implementable, based on a careful consideration of the district's staff, properties, assets, and programs paired with stakeholder, partner and community input.

The Forest Preserve District of Kane County consists of thousands of acres on more than 100 properties regularly used by recreationalists, wildlife, researchers, trail users, and countless others. The uses and landcover types within the district vary and impact operations and user experiences. Maintenance expectations for sports fields, for example, are significantly different than those used to protect and promote native habitat.

To remain effective in their offerings and achieve the nimbleness needed to maintain widely differing landscapes, the district must adopt clear, executable goals. The Comprehensive Master Plan is expected to provide a 10-year plan of capital improvements, identify staffing needs or changes, propose programming or property changes, and evaluate the expected impact of climate change and how the district might mitigate those effects.
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SCOPE OF SERVICES
The following outlines the base scope of services we believe is needed to complete the project based on our understanding of the project intent and desired outcome as described above.

1. Understanding
This phase is focused on collecting data about the county, the district, and the district's property. The following describes the tasks we believe will be needed to complete this phase of work.

1.) Kickoff Summit

Our Team will participate in a half day kickoff summit at the Kane County Forest Preserve District (KCFPD) offices or a desirable KCFPD facility. We anticipate the summit will include district leadership and project decision-makers. The meeting will be focused on:

a) Identifying project goals, reviewing final deliverable expectations, and refining or revising the project schedule.
b) Identifying stakeholders for participation in the project.
c) Reviewing and discussing the type, duration, strategies for pushing and advertising, and type of Community as well as the Program Partner surveys.
d) Identify areas, properties and existing structures of particular concern that should be included in the site field visits and field evaluations, planned for Phase 2.
e) Identify sister agencies or forest preserves that should be used as part of the level of service evaluation and comparison.
f) Any political, financial, operational, or barriers expected to affect the project.
g) Finally, we will develop and lead the meeting participants through a brief prioritization exercise to identify the vision terms that you believe best describe yourself, your offerings, and your properties. A version of this exercise is expected to be included in the Community and the Partner surveys.

Deliverable:

- Participation by (5) five SmithGroup team members in a (4-hour) half-day, in-person kickoff summit and workshop in Kane County.
- Preparation and presentation of visioning exercise.
- Summary notes captured by SmithGroup of what we heard at the meeting with identified action items.

2.) Data Assembly and Base Map Development

Using digital mapping data (GIS or CAD) as well as aerial photography provided by the KCFPD, SmithGroup will assemble base data files that will be used for the development of the comprehensive master plan. Where data is not available, our team will use data that is available at no cost through web-based systems. This could include data available from local municipalities, other agencies, and/or data we may be able to access through existing relationships with partners. We anticipate relying on the KCFPD to share available, appropriate data with us as well as to help coordinate and request data from other agencies or municipalities within the county.

Deliverable:

- Review of existing data with KCFPD.
- Coordination of data sharing.
- Digital, base data assembly.
- Delivery of assembled base data to KCFPD in a GIS or CAD based format.

3.) Stakeholder Meetings

SmithGroup will lead and host (4) four, (1-1.5) one to one and half hour web-based meetings with stakeholders invited by the district. We anticipate that each meeting will include between four to eight (4-8) participants. During the meetings, SmithGroup will lead participants through a version of the visioning exercise used at the Kickoff Summit (described above) as well as a general SWOT analysis of the district's properties, facilities, and offerings.

We anticipate one of the stakeholder groups may be comprised of additional KCFPD staff that would include a discussion of operational concerns and opportunities.

The stakeholder meetings will include a live, dynamic input process that will enable participants to provide and view their feedback during the meeting.

Deliverable:

- Participation by (3) three SmithGroup professionals in (4) four online stakeholder meetings.
- Lead and host stakeholder meetings.
- Meeting recordings.
- Preparation and presentation of SWOT exercise
- Summary notes captured by SmithGroup of what we heard at the meeting with identified action items.

4.) User Online Survey

Working with KCFPD, SmithGroup will prepare and issue an online user survey that will enable park district users and visitors to describe and rate their experiences at KCFPD properties and facilities and identify desired changes or improvements. In addition, to collecting feedback about district properties or facilities, the survey is expected to collect basic demographic and usership information.

We anticipate participating in a web-based coordination call with the district to review strategies for collecting information, the types of questions desired in the survey, how long the survey will be open, and how it will be distributed. Following this discussion, SmithGroup will develop a draft of the survey for review by KCFPD in a MS Word format. Based on reasonable input from KCFPD, we will refine and post the survey to an online hosting service. We will provide a link and/or QR code to the survey. The district will be responsible for distributing the survey through their social media services, sharing with desirable partners, and posting access to the link at their properties or facilities.

SmithGroup will administer the survey while it is open, checking participation rates and reviewing comments or responses. At the close of the survey, typically after 4-6 weeks, we will collect and share the raw response data with the district. SmithGroup will review the survey results and develop an infographic summarizing the information collected. We will provide the infographic in a digital format for use on their website, in newsletters, and general distribution by the district.

Deliverable:

- Draft Community Survey in a MS Word format for review and comment.
- Online survey and link.
- Survey administration.
- Raw data (in MS Excel or another suitable format)
- Summary infographic in a digital format for use and distribution by the district.

5.) Program Partner Survey

We propose a Program Partner Survey as the final task in this phase of work. Working with KCFPD, SmithGroup will develop a separate online survey and questionnaire for the district's partners to identify what's working and where, and what needs to be improved or added to make the offerings more enticing and available for partner organizations.

Like in the Community Survey task (described above), we anticipate participating in a web-based coordination call with the district prior to developing a draft Program Partner survey. During the call we will review strategies for collecting information, the types of questions desired in the survey, how long the survey will be open, and how it will be distributed. Following this discussion, SmithGroup will develop a draft of the survey for review by KCFPD in a MS Word format. Based on reasonable input from KCFPD, we will refine and post the survey to an online hosting service. We will provide a link and/or QR code to the survey. We ask the district to distribute the survey to partner organizations they wish to participate in the survey. We have found that organizations are more likely to participate when requested by the client; email is typically the best method or distribution, followed by a confirmation call.

SmithGroup will administer the survey while it is open, checking participation rates and reviewing comments or responses. If needed, we will alert the district to remind desirable partners to participate. At the close of the survey, typically after 4-6 weeks, we will collect and share the raw response data with the district. SmithGroup will review the survey results and develop a summary of the information collected. We will provide the

information summary in a digital format. Because the content of this survey is expected to be more specialized than that collected in the Community Survey, it is expected that this summary will include more charts, tables, or graphs supported with summary notes, bullets, or paragraphs.

Deliverable:

- Draft Community Survey in a MS Word format for review and comment.
- Online survey and link.
- Survey administration.
- Raw data (in MS Excel or another suitable format)
- Survey results summary.

2. Explore

In this phase of work our team will use the data collected and assembled in the first phase to analyze and evaluate the district's properties, assets, and offerings. It is expected that several of the tasks will be prepared concurrently. Except for task 2.5 which should precede task 2.6, tasks 2.1 through 2.4 and 2.7 through 2.8 can be prepared in concert with one another. The following tasks will be included in this phase of work.

1.) Recreational Trends Analysis

Our team will define a service area with the district for an analysis of the area's populace and demographics. Local recreation trend data will be researched to understand expected market participation and market trends for recreation consumption. Additionally, national recreation trends will be identified and compared with findings at the local level.

Deliverable:

- Comparison of local recreational levels with market and national trends.
- Summary report.

2.) Situational Analysis and Benchmark Comparisons

We will develop a benchmark comparison report that catalogs the level of service at existing facilities and program areas, staffing levels, funding sources, capital improvement spending, and operational metrics and compares these measures with relevant, appropriate National Recreation and Park Association (NRPA) industry medians (such as for quiet boat participation and use, trails, etc,). General NRPA recreational service standards are not appropriate for the district's preserves and will not be used for comparison, only those types of recreational experiences that are found or expected to be found in the preserves will be compared with NRPA. This analysis defines metrics for the district's existing level of service (LOS) and compares the district with national benchmarks.

In addition, comparables will be drawn from sister agencies or forest preserves, identified at the kickoff meeting. Comparable measures will include budget, staff size, property offerings and programming (for example, number of boat launches, miles of trail, acres of wetland, etc.) based on population base served.

Deliverable:

- Level of Service benchmarking report.

3.) Recreational Programs and Services Inventory Analysis

The team will inventory existing programs and services offered by the district and its partners (if applicable). A review of program standards and operating procedures will be performed to establish a baseline for performance measurement. This will also serve to identify gaps in program provision. SmithGroup will analyze programs based on goals, available user statistics, program or offering fees and charges, program development process, and program lifecycles. A programs and services management matrix will be created and provided as part of this task.

Deliverable:

- Program service and management matrix.

4.) Organization and Operational Assessment

We will review the district's existing organizational structure, maintenance standards and practices, and policies and procedures to assess the system's operations. SmithGroup will evaluate the functionality of the existing organizational structure and determine if it aligns with the needs of KCFPD users and partners.

Existing staffing levels, maintenance standards and practices, and policies and procedures will be reviewed to assess the system's operations. Recommendations will be made for formalizing maintenance standards (if not formalized already), developing unit costs to evaluate the benefits of contracted services (if applicable) and evaluating the financial implication of adding amenities, facilities, and property to the system.

Deliverable:

- Written analysis and recommendations report outlining financial implications for change/improvement scenarios.

5.) Self-Evaluation Tool

SmithGroup will prepare a self-evaluation tool for distribution to the district. The tool will be derived from the feedback and input collected in the first phase of work and will enable district staff to evaluate site-specific assets of a particular property or facility. The tool will be prepared for use by district staff at a desktop or on a tablet or smartphone.

The tool will be used by SmithGroup in the evaluation of specific sites, described in the following task. The self-evaluation tool will be provided to the district for use by staff. We anticipate the district will distribute to appropriate staff for use and share results with SmithGroup for incorporation in our analysis of the district's property and facilities.

Deliverable:

- Desktop and field-based asset evaluation tool.

6.) Field visits to specific properties or existing assets for in-person, on-site assessment.

SmithGroup will deploy design professionals for (3) three-days of site and/or facility visits to visually evaluate and score existing properties and facilities. Properties and facilities for visual evaluation will be identified at task 1.1, Kickoff Summit but confirmed with the district based on feedback collected from the community and partner surveys. On-site evaluations should be directed at existing properties or facilities with identified areas of concern.

During our site evaluations we will document observed patterns of use, identify other items of concern, review access and connectivity, evaluate park infrastructure conditions, and identify site specific additional needs or opportunities.

The scope of work in this task includes a (1-2) one to two-hour visual evaluation and assessment of up to (6) six existing, built district structures, and (3-4) three to four-hour evaluation and assessment of up to (6) existing district properties.

Our team will coordinate visits with district staff, particularly where existing built facilities will need to be opened or unlocked to be evaluated.

Deliverable:

- Participation by (2) two SmithGroup team professionals in (3) three days of on-stie qualitative review of properties or facilities.
- Field notes and photographs.
- Memorandum of findings and observations.

7.) Needs Assessment

A gap assessment of programming and facility offerings by other municipalities, park districts, schools, youth organizations, and private providers in the service area will be developed. This analysis will determine the best providers for programs and services and identify where duplication of services or offerings are found.

Deliverable:

- Summary memorandum of findings

8.) Demographic and Trends Analysis

Utilizing the county's census projections supplemented with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), SmithGroup will:

a) Identify projected changes in the county and region demographics and identify how those shifts could affect use demand and usership at district properties or facilities.
b) Develop service area mapping of marginal populations and age classes.

The analysis will be based on the most recent US Census information with updated 5 and 10-year projections. The following demographic characteristics will be included:

- Population density
- Age Distribution
- Households
- Gender
- Ethnicity
- Household Income

Deliverable:

- Demographic projects and participation analysis

9.) Sustainability and Resiliency Summit

SmithGroup will lead and participate in a (4-hour) half-day Sustainability and Resilience Summit at KCFPD offices (or another suitable location) to identify organizational sustainability and climate resiliency goals. SmithGroup will collect and review existing climate change data as well as modeled predictions for the county to understand existing documented climate changes and evaluate the expected impact of predicted changes.

At the summit our team will work with district staff to identify probable risks to property, assets, and facilities as well as consider the district's role in mitigating expected climate change for the county. Collaboratively we will identify where we believe there will be specific challenges or threats, develop a draft list of prioritized actions, and outline draft recommendations for resiliency.

Deliverable:

- Participation by (3) three SmithGroup team members in a (4-hour) half-day, in-person summit and workshop in Kane County.
- Preparation of county climate change and modeled, predicted change.
- Draft document in digital format identifying resiliency goals, expected or known threats, prioritized actions, and recommendations.

10.) Planning Summit

SmithGroup will lead and participate in a (4-hour) half-day Planning Summit at KCFPD offices (or another suitable location) to identify organizational sustainability and climate resiliency goals. (If preferred, we can conduct this summit on the same day as the Sustainability and Resiliency Summit.) This meeting should follow completion of the draft deliverables for tasks 2.1 through 2.8.

The summit will begin with a review of findings from this phase of work, followed by identifying challenges, threats, and items or areas of concern. Collaboratively we will prepare a list of recommendations for addressing the challenges and concerns and then prioritize recommendations for action. Finally, while together, we will suggest reasonable timelines for completion of actions.

At this meeting we will be setting the framework for testing recommendations with stakeholders, the KCFPD users, and partners, as well as the outline of the expected master plan document.

Deliverable:

- Participation by (3) three SmithGroup team members in a (4-hour) half-day, in-person summit and workshop in Kane County.
- Preparation of Explore phase summary of findings based on draft reporting and deliverables developed by task.
- Draft identification of items and areas of concern, recommendations, prioritization of recommendation actions, and timeline for completion.

3. Realize

Based on the outcomes of the two summits at the conclusion of the Explore phase, SmithGroup will test the recommendation actions and timelines; SmithGroup will present the recommendations developed at the planning summit and collect feedback from stakeholders, district users, and partners.

1.) Review of Recommendations with Stakeholders

With assistance from the KCFPD, SmithGroup will reconvene the stakeholders from phase 1 in a web-based meeting to:

a) Present and review the findings from the Explore phase.
b) Review the discussion from the Sustainability and Resiliency as well as the Planning summits.
c) Present the identification of concerns, recommended actions, prioritization of actions, and action.

We will use an online tool that will provide stakeholders the opportunity to vote or rank and comment on the material presented and shared. All stakeholder meetings will be recorded. A transcript of the meetings will be prepared along with meeting notes.

Deliverable:

- Participation by (3) three SmithGroup professionals in (4) four online stakeholder meetings.
- Lead and host stakeholder meetings.
- Meeting recordings.
- Summary notes captured by SmithGroup of what we heard at the meeting with identified action items.

2.) Online User and Partner Recommendation Testing

SmithGroup will prepare an online user survey that will enable park district users and program partners to review and respond to the findings and recommendations from the Explore phase of work. The online tool will provide the online participants to review the work to date and then vote/rank and/or comment on the recommendations and proposed actions.

A draft of the online feedback tool will be shared with the district for review and comment. SmithGroup will make reasonable revisions to the online tool before posting and sharing the link and/or QR code with the district for

distribution and posting. We anticipate the district will be responsible for posting, distributing, sharing and advertising the tool.

The online feedback is expected to remain 'live' for approximately 4-6 weeks. After which time SmithGroup will deactivate the tool and download all feedback and comments. While the tool is live, SmithGroup will monitor responses and alert the district if response rates are lower than expected or desired so you can post reminders or reshare the tool to boost response rates.

SmithGroup will provide the raw data to the district for their records. We will combine the feedback from the stakeholder meetings and online tool in a summary memorandum and share with the district. We anticipate meeting with the district to review the memorandum and findings to discuss implications for the master plan, including possible changes or revisions.

Deliverable:

- Develop draft online feedback tool.
- One round of revisions to the feedback tool.
- Host and collect data from online feedback tool.
- Summary notes captured by SmithGroup of what we heard at the meeting with identified action items.

3.) Draft Master Plan

Following the review of stakeholder, user, and partner recommendation testing, SmithGroup will a DRAFT master plan report. The report is expected to:

- Describe the stakeholders, user, and partner engagement;
- Describe and summarize the analyses performed for the project including providing mapping or matrices developed for describing the analyses and findings;
- Review and summarize the process and outcomes of the Sustainability and Resiliency and Planning summits;
- Describe and illustrate our recommendations for improvements, revisions, or changes within the parks or for park amenities; and
- Identify funding opportunities and strategies for execution of the recommendations shown in the DRAFT report.

The DRAFT will be shared with the district for review and comment. SmithGroup will participate in a call with the Department to review and discuss reasonable recommended edits or revisions. At the DRAFT master plan review meeting with the district, we anticipate identifying a date for presenting the final master plan.

Deliverable:

- Preparation of the DRAFT Master Plan document.
- Participation in a review call with the Department to discuss desired changes or edits to the report.

4.) Final Master Plan

Based on comments collected during the DRAFT master plan review meeting with the district, SmithGroup will prepare reasonable revisions to the document and issue a final master plan document. The final master plan is expected to be issued in a digital format.

The plan will describe and summarize the plan's purpose and intent, the engagement process and feedback, analysis findings, recommendations, and proposed, prioritized 'next step' actions.

Deliverable:

- Preparation of final Master Plan document.

5.) Presentation of Final Master Plan

SmithGroup will develop and provide a presentation of the master plan. The presentation will summarize:

- The plan's purpose and intent.
- The phases and work prepared in the plan.
- The engagement process and feedback.
- Plan recommendations.
- Anticipated 'next steps' and prioritized actions.

OPTIONAL SERVICES

The following tasks are proposed as optional and would be performed at the explicit request of the client. These tasks are an additional service and are not included in the base scope of services described above. We believe these tasks would benefit the outcome of the project but are not required to complete the project.

1.) Evaluation of Cell Phone Data

SmithGroup will collect cell phone data that documents visitorship at KCFPD properties and facilities. If available, the data will analyze the origin of the user, the destination of the user at a KCFPD property or facility, and duration of stay.

SmithGroup will begin by determining the availability of data from other local agencies or departments (such as a visitor's bureau). If purchasing data from a provider is required, the district will be responsible for reimbursement of the data purchase.

Depending on the amount and type of data, our team will heat-map origination of district users within established units of distance (such as radius of miles), heat map which district property or facility was visited, and the duration of the visit.

Deliverable:

- Evaluation of cell phone visitorship data
- Heatmapping of origin, destination, and (if possible) duration of visit.
- If possible, heatmapping the frequency of visits.
- Identification of the district properties or facilities most visited.

ASSUMPTIONS

- The services described above include work prepared by SmithGroup and their subconsultants.
- All document deliverables, including drawings or mapping will be provided in a digital (pdf or jpeg) format unless otherwise specified above.
- High quality renderings or animations are not included in this scope of services.
- Reasonable revisions, where noted in the preceding scope of services description, includes minor changes or amendments.
- Significant changes in the general scope, extent or character of the project including, but not limited to, changes in size, complexity, owner's schedule, or changes resulting from causes beyond the consultant's control are not including in this scope of services.
- Data that must be purchased to complete the project will be billed as a reimbursable expense.
- Spanish translations are not included in the above scope of services. If desired, Spanish translations can be prepared as a separate scope and fee.

PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

OWNER RESPONSIBILITIES

- Designate a person to act as representative of the district with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and provide clear direction with respect to services prepared by SmithGroup.
- Provide all criteria and full information regarding project requirements, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability, and budgetary limitations; furnish copies of design construction standards required for the project.
- Provide available pertinent information, controlled by the Client, including previous reports, GIS or CAD based data, mapping, or other data relative to planning of the project.
- Notice, organize, invite, and coordinate all meetings.
- Secure appropriate hosting sites or venues for all meetings.
- Identify and invite stakeholders.
- Share, post, and advertise online input tools.

SCHEDULE

We anticipate this project will require 12-14 months to complete following authorization to proceed. Generally we believe the work would require the following duration to complete:

Phase 1 – Understand	10 Weeks
Phase 2 – Explore	32 Weeks
Phase 3 – Realize	22 Weeks

CONSULTANTS

SmithGroup anticipates using the following consultant(s) for this project Zec Eight Insights for operational consulting and analysis, and HPZS Architects for evaluation of select, existing built facilities, the costs will be borne by SmithGroup and are included in SmithGroup projected fee.

PROFESSIONAL SERVICES FEE

Kane County Forest Preserve District shall compensate SmithGroup for the base scope of services outlined above a fixed fee lump sum of $ 197,900, plus reimbursable cash charges.

The fees for the optional services, described above, are not included in the lump sum fee for base scope of services. If desired, SmithGroup would prepare the Evaluation of Cell Phone Data. If cell data is not available through another agency in the county and has to be purchased from a data service provider, the data is expected to cost between

$25,000 and $30,000. (Purchasing the data may be something the district would like to share with another agency or one of the municipalities within the county to help defer purchasing costs.) We estimate sorting and analysis of the data would cost between $30,000 and $40,000. A more precise fee could be developed after the data has been viewed to determine the level of effort that will be needed to convert to mapping.

REIMBURSABLE EXPENSES

In addition to the fee indicated above, the following cash costs shall be reimbursable:

1. Travel expenses related to this project. Reimbursement for car mileage is the standard mileage allowance determined by the Internal Revenue Service. The current mileage rate is $ 0.655 per mile.

2. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either digitally or in hard copy.

3. Long distance telephone and facsimile charges, postage, express charges and other similar items.

4. Models, renderings, photography and other special presentation material for other than the Architect's own use.

5. Regulatory Agency review fees; and

6. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

Compensation for these reimbursable expenses will include a 10% management fee.

We estimate the reimbursable expenses for this phase of work to be $ 2,100.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon Kane County Forest Preserve District approval of an estimated fee for that effort or, if not agreed otherwise, Kane County Forest Preserve District shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this Agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

In rendering its Services, SmithGroup may require data from Kane County Forest Preserve District that constitutes Protected Health Information ("PHI" as defined by the HIPAA/HITECH rules 45 C.F.R. Parts 160 and 164). In such

event, SmithGroup and Kane County Forest Preserve District will enter into a mutually agreeable, HIPAA/HITECH compliant Business Associate Agreement prior to SmithGroup receiving any data that includes PHI.

If required, SmithGroup agrees to provide reasonable access to records relevant to this Agreement upon the request of the Health Care Finance Administration to the extent necessary for Kane County Forest Preserve District to comply with the applicable requirements of the Social Security Act, Section 1861.

Additionally, reasonable access to records relevant to this Agreement shall be made available to Kane County Forest Preserve District or its agents for auditing purposes.

INTELLECTUAL PROPERTY

In rendering its Services, SmithGroup may create and provide to Kane County Forest Preserve District documents which include (i) Kane County Forest Preserve District internal data, analyses, recommendations, and similar items (collectively, "Client Data"), and (ii) data and/or recommendations that have been created by SmithGroup for the benefit of Kane County Forest Preserve District as part of the Services (collectively, "SmithGroup Data"). In the development of SmithGroup Data, SmithGroup may use algorithms, software systems, plans, processes, tracking tools, contract assessment/ modeling tools, formulas, or data from third-party vendors, and other intellectual property owned by SmithGroup or which SmithGroup has the right to use as of or after the date hereof (including, without limitation, the format of SmithGroup's reports and any improvements or knowledge SmithGroup develops, whether alone or with others, in the performance of the Services) (collectively, "SmithGroup Tools"). Kane County Forest Preserve District shall own, solely and exclusively, the Client Data delivered pursuant to this Agreement. Kane County Forest Preserve District agrees that SmithGroup shall own, solely and exclusively, all SmithGroup Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). Kane County Forest Preserve District acknowledges and agrees that SmithGroup may, and reserves the right to, use the Client Data and any information and data generated by the SmithGroup Tools solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by SmithGroup in any services (collectively, "Aggregate Data") as long as the resulting information does not identify Kane County Forest Preserve District and Kane County Forest Preserve District hereby grants to SmithGroup a perpetual, irrevocable, royalty-free license to use the Client Data, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of SmithGroup. With respect to any SmithGroup Data that is contained in any documents delivered by SmithGroup to Kane County Forest Preserve District, SmithGroup grants Kane County Forest Preserve District a royalty free, paid up, non-exclusive, perpetual license to use the SmithGroup Data solely in connection with Kane County Forest Preserve District's internal use of the documents and for no other purpose. Kane County Forest Preserve District acknowledges and agrees that all SmithGroup Data (including any advice, recommendations, information, or work product incorporated into the SmithGroup Data) provided to Kane County Forest Preserve District by SmithGroup in connection with this Agreement is for the sole internal use of Kane County Forest Preserve District, including all subsidiaries of Kane County Forest Preserve District, and may not be used or relied upon by any third party; provided that Kane County Forest Preserve District may incorporate into documents that Kane County Forest Preserve District intends to disclose externally SmithGroup summaries, calculations or tables based on Kane County Forest Preserve District information contained in Client Data, but not SmithGroup's recommendations or findings. SmithGroup retains all rights not expressly granted to Kane County Forest Preserve District hereunder.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. Kane County Forest Preserve District covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. Kane County Forest Preserve District agrees to report any defects in the Files to SmithGroup, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. Kane County Forest Preserve District further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. Kane County Forest Preserve District understands that the Files have been prepared to SmithGroup's criteria and may not conform to (Client's Name) drafting or other documentation standards. Kane County Forest Preserve District understands that, due to the translation process of certain CADD formats, and the transmission of such Files to Kane County Forest Preserve District that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the Kane County Forest Preserve District will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. Kane County Forest Preserve District understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that Kane County Forest Preserve District will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. Kane County Forest Preserve District agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by Kane County Forest Preserve District. Under no circumstances shall transfer of Files to Kane County Forest Preserve District be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, Kane County Forest Preserve District AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. Kane County Forest Preserve District acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations.

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect

outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater that the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. Kane County Forest Preserve District acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that there may be delays in the performance of this Agreement for the period that such delay is due to causes beyond a Party's reasonable control, including but not limited to Acts of God, government regulations, orders or controls (including, but not limited to, shelter-in-place orders and construction moratoriums), quarantine, epidemic or pandemic. Both parties shall make reasonable efforts to notify the other Party if a force majeure event will delay performance. In the event of such delay, neither Party shall be liable to the other Party for delay or damage caused. SmithGroup's fees for the remaining services and the time schedules shall be equitably adjusted as mutually agreed between the Parties before services are resumed.

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroup (*Signature*)	Owner (*Signature*)
(*Printed name and title*)	(*Printed name and title*)
Date	Date

SMITHGROUP

Attachment 'A'

Standard Fee and Reimbursement Schedule Madison, Wisconsin

January 30, 2023

CLASS DESCRIPTION	BILLING RATE
Civil Engineer I	$115
Civil Engineer II	$140
Civil Engineer III	$155
Civil Engineer IV	$175
Civil Engineer V	$220
Civil Engineer IV, Principal	$195
Civil Engineer V, Principal	$230
MEP Engineer I	$120
MEP Engineer II	$145
MEP Engineer III	$175
MEP Engineer IV	$210
MEP Engineer V	$240
MEP Engineer, Principal	$265
Structural Engineer I	$115
Structural Engineer II	$155
Structural Engineer III	$180
Structural Engineer IV	$240
Structural Engineer V	$270
Structural Engineer, Principal	$275
Landscape Architect I	$95
Landscape Architect II	$115
Landscape Architect III	$145
Landscape Architect IV	$170
Landscape Architect V	$175
Landscape Architect IV, Principal	$185
Landscape Architect V, Principal	$210
Architect I	$95
Architect II	$125
Architect III	$165
Architect IV	$210
Architect IV, Principal	$215
Architect V	$230
Architect V, Principal	$265

CLASS DESCRIPTION	BILLING RATE
Planner I	$95
Planner II	$125
Planner III	$150
Planner IV	$165
Planner V	$185
Planner IV, Principal	$175
Planner V, Principal	$220
Interiors I	$95
Interiors II	$115
Interiors III	$145
Interiors IV	$170
Interiors V	$230
Coastal Engineer I	$125
Coastal Engineer II	$175
Coastal Engineer III	$185
Coastal Engineer IV	$210
Coastal Engineer V	$220
Graphic Designer	$125
Visualization Specialist	$165
Intern	$75
Technical / Administrative	$95
Principal in Charge	$240
Vice President	$255
Academic Strategist	$270
Urban Design Strategist	$210

These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.