

Item #8:
Economic Development & Communications Staffing

**BUILDING & ZONING/ECONOMIC DEVELOPMENT/COMMUNICATIONS
COORDINATOR**

For the Village of Long Grove

2/7/14

- 1) Develop and implement Economic Development Strategic Plan
 - List of opportunities
 - Action steps and measurable goals
- 2) Code Enforcement
 - Consistent patrolling of commercial properties to maintain best appearance adherence of building codes
 - Coordinate administrative adjudication with Village attorney to expedite penalties and adherence to code
 - Enforce New Business permits to verify type and adherence to code
- 3) Develop and maintain database of all commercial properties in the Village (Civic Plus municipal software)
 - Address & pin number
 - Point of contact for property and contact information (owner/realtor)
 - Square footage
 - Zoning/type of use/1st, 2nd, below grade
 - Highlight available properties
 - Track percentages of service versus retail properties based
- 4) Financial reporting and budgets
 - Track TIF projections for future development
 - Search for and apply for grant money
 - Provide insight into capital plan
 - Forecast budgets for improvements
- 5) Develop and maintain Economic Development website
 - Easy link to village codes and policy
 - Includes "Welcome to Long Grove" packet
 - Email periodic communications to data base users promoting Long Grove
 - Link to LGBCP website
- 6) Community Liaison
 - First point of contact for interested developers, property owners and merchants
 - Match available properties with desired commercial activities and provide easily accessible property information (base maps, infrastructure info etc.)
 - Explains and assists interested party for streamlined approval process
 - Adhere to Master plan and design guideline objectives
 - Public Relations-send information to media to promote new businesses that have come to town or events
 - LGBCP & Economic Development liaison
 - Implement and manage a Foundation which can support donations to village for items like public art, history plaques etc.
 - Represents Village at public hearings and meetings

Position Qualifications and Abilities:**-Research and write grant requests**

-Financial reporting and budget preparation.

-Plan, coordinate and review the work of an Economic Agency.

-Interpret and apply existing federal, state and local laws and regulations pertaining to redevelopment programs.

-Identify appropriate methods to provide effective and efficient redevelopment, economic development and construction rehabilitation programs.

-Negotiate contracts.

-Coordinate the structuring of tax allocation bonds and other debt financing.

-Analyze economic studies, financial statements, marketing studies, plans, specs and bid documents.

-Speak and write clearly and concisely.

-Effectively work with City employees and representatives of outside agencies, businesses and the community.

-Work independently and exercise independent judgment.

Experience:

Four years of experience in the administration of redevelopment, economic development and/or land use planning programs, **real estate, zoning, and municipal processes.**

Salary:

Part time position- \$40,000. (Prospect Heights hired part time 40K)

Training:

Graduation from college with a degree in urban planning, business or public administration, economics or closely related field.

ECONOMIC DEVELOPMENT COMMITTEE

1) Appointed by Village President and approved by the Board of Trustees

2) Nine members

Village President, Village Trustee, LGBCP member, plan commissioner, 2 business owners, 2 property owners, 1 resident experts. Ad hoc Dave & Jim.

3) Commissioners serve a 2 year term with the ability to be re-appointed.

4) Meet monthly

5) Reports to Village Manager

6) Assist property owners and assesses development opportunities

7) Meet with Village consultants monthly to understand trends & update goals

8) Develop annual operating budget

(Libertyville has 8 members, 4 year terms (staggered 3 year), president appoints chair to 1 year term, commission shall assist both existing and prospective firms to expand, extend, locate or relocate in the village so as to coordinate and maximize business growth within the community. Also see Libertyville "Powers and Duties".)

BDI-eco devo recommendations: 9/22/14

-maxed at sales tax options-need additional retail development to increase sales tax revenues

-Anchored shopping best bang for the buck-Ex: sunset, other types 1/3 as much, office building adds a lot to revenues,

-Warehouse club 1.4 M, mass merchandiser 800M, autos 370M, home centers , grocery

-Instead of outlots on menards reconfigure lot and share parking to make for ease of use of space

-Impact fees for residential

-Mixed use maybe be faster to generate revenues versus just retail "wait & see"

Potential taxes-entertainment-golf, food & beverage, real estate transfer needs legal opinion so check it out.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of February, 2016, by and between Scott Partners, Inc. a consultant with offices at 484 New Castle Drive, Cary, IL 60013 (hereinafter called "Consultant"), and the Village of Lake Barrington, with its principal offices at 23860 Old Barrington Road, Barrington, Illinois 60010 (hereinafter called "the Village"):

W I T N E S S E T H:

WHEREAS, the Village wishes to retain Consultant to provide certain consulting services (hereinafter more particularly described) on behalf of the Village; and

WHEREAS, Consultant has represented to the Village that she is capable and is willing to undertake the performance of the consulting services as set forth in this Agreement:

NOW, THEREFORE, in consideration of the payments to be made to Consultant as herein provided, and the mutual agreements herein contained, the parties agree as follows:

1. Terms and Termination.

- A. This Agreement shall be effective as of February 1, 2016 and shall continue in full force and effect through May 31, 2016; provided, however, (1) at the Village Board's election, the term of this Agreement may be extended for an additional six (6) months (i.e., through November 30, 2016); (2) the Village may terminate this Agreement at any time, with or without cause, without any further liability upon thirty (30) days' written notice to Consultant and provided further, however, that the Village may also terminate this Agreement pursuant to Section 4 of this Agreement. If either party terminates this Agreement, the Village shall pay to Consultant on a pro rata basis for services rendered to date and shall reimburse Consultant for expenses specifically authorized by the Village incurred prior to a party's receipt of notice of termination;
- B. Termination of this Agreement shall not terminate any continuing obligations of Consultant, including, but not limited to, those set forth in Sections 6, 7 and 8 of this Agreement, and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.
- C. Upon termination of Consultant's relationship with the Village for any reason, or at any time upon request of the Village, Consultant agrees to deliver to the Village all materials of any nature which are in the possession or control of Consultant and which are or contain confidential information relative to the Village and/or its officials, employees, or agents, or work products, or which are otherwise the property of the Village.

2. Consulting Services.

- A. The Village hereby retains Consultant and Consultant hereby undertakes to exercise her best efforts to protect and promote the interests of the Village. Included in the Services to be performed by Consultant are the following tasks: outreach to new and existing retail businesses and promoting and assisting in retention of existing businesses within the Village; acting as the

Village's liaison with the Lake Barrington Business Development Council ("LBBDC") and Barrington Chamber of Commerce; regularly updating the Village's website, Facebook, and Instagram; preparing press releases and press management; assisting with the Village's Newsletter and other general Village communications; assisting with Village and Village-supported special events; acting as ombudsman for Village business issues; and ICSC participation. Other duties of Consultant include, but will not be limited to the following:

- (1) Promoting the Freier Farm as an activities center for Village residents;
- (2) Acting as a liaison with associations representing developments and/or neighborhoods within the Village;
- (3) Acting as a liaison with Veterans of LBS, Citizens for Conservation, and other Village of Lake Barrington similar associations;
- (4) Expanding the paid membership of LBBDC, with a goal of adding fifteen (15) new members by May 31, 2016. For the addition of each five (5) new members, a \$50.00 bonus shall be paid to the Consultant for each new paid LBBDC member secured through Consultant's efforts;
- (6) Promoting the Village as a desirable place to relocate and/or to open a new business. Upon the opening within the Village of each new business that generates retail sales tax, and that can be uniquely attributed to the Consultant's efforts, a one-time two percent (2%) bonus will be paid to the Consultant for each such new business based on the net sales taxes received by the Village related to said new business during such business's initial full calendar year of operation in the Village. Such bonus shall be paid by the Village within ninety (90) days after the end of such business's initial full calendar year of operation in the Village; and
- (7) Performing such other related services as requested by the Village from time to time.

The foregoing are all collectively referred to as the "Services". Further enumeration of specific duties and performance metrics may be developed after consultation with the Economic Development and Communications Committees.

- B. Upon request by the Village, Consultant shall provide to the Village written reports on her activities and progress relative to the Services to be provided to the Village pursuant to this Agreement on a weekly basis, which may be in email form. As an alternative to written reports, Consultant may provide oral reports via teleconference to the Village's authorized representative(s) (as designated under Section 5 of this Agreement) who, in turn, may incorporate such information into reports which will be offered each month to the Village Board at its regularly scheduled meeting.
- C. Consultant shall maintain close liaison and frequent communication with the authorized representative(s) of the Village designated under Section 5 of this Agreement, particularly during critical periods or on priority items. Such communication may be by teleconference, voicemail, email, facsimile, or other appropriate method.

3. Compensation, Costs and Expenses.

- A. For and in consideration of the rendering of the Services contemplated by this Agreement by Consultant in accordance with the terms and conditions of this Agreement, the Village shall pay to Consultant a monthly retainer of Three Thousand Five Hundred and No/100's Dollars (\$3,500.00) per month.
- B. It is understood and agreed that the compensation provided for in subsection (A) hereof includes usual and ordinary costs and expenses incurred by Consultant in her rendering of Services to the Village. If Consultant determines that there is a need to incur extraordinary costs and expenses in her performance of the Services contemplated herein, then, in that event, prior to Consultant incurring such costs and expenses, Consultant shall disclose to and obtain the prior written approval of an authorized representative of the Village designated under Section 5 of this Agreement as to the nature, amount, and circumstances of such costs and expenses, and upon Consultant receiving the prior written approval thereof by said Village representative, the Village shall reimburse Consultant for the same upon the Village's receipt of a detailed accounting of all such extraordinary costs and expenses.
- C. No part of the compensation paid to Consultant under either subsection (A) or subsection (B) hereof shall be used for contributions to support or oppose the nomination or election of any candidate for federal, state or local office, or for contributions to any political party, political committee, or ballot issue.
- D. The Village shall pay any out-of-pocket expenses due and owing to Consultant within forty-five (45) days after receipt by the Village of an itemized statement for such costs. The parties hereto acknowledge, understand, and agree that the Village complies with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) which states that any bills approved for payment shall be paid within thirty (30) days after date of approval.
- E. Should the Village require services not within the scope of those services described in Section 2, "Consulting Services", above, or should the parties agree to expand the scope of services, or the term of this engagement, then the Village and Consultant will mutually agree upon the fees for such expanded services, and/or term, any or all of which shall be set forth in an amendment to this Agreement.

4. Relationship with Other Clients.

In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of the Village and those of Consultant's other clients, Consultant agrees to notify the Village thereof promptly and shall, if so directed by the Village, refrain from performing Services with respect to such area of conflicting interest. Consultant agrees that the Village shall have the right to terminate this Agreement at any time without liability upon written notice to Consultant if, in the Village's sole judgment, upon reasonable basis, Consultant's representation of her other clients conflicts with the best interests of the Village.

5. Authorized Representatives.

For the purposes of this Agreement, the Village's authorized representatives shall be as follows: Village Administrator Chris Martin and Trustee Jim Thompson, or such other person(s) as Village President Richardson shall so designate from time to time. The Village may designate, from time to time, additional or substitute authorized representatives by written notice to Scott Partners, Inc. The primary contact and authorized representative of Consultant shall be Kathleen L. Scott. Consultant may designate such other additional or substitute authorized representatives who are acceptable to the Village, and such acceptance by the Village shall not be unreasonably withheld.

6. Compliance with State and Federal Laws.

Consultant and the Village both recognize and agree that it has been each other's long-standing policy to comply fully with all applicable federal, state and local laws regulating the Services as contemplated by this Agreement. Both Consultant and the Village agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official pertaining to the rendering of Services as contemplated herein by Consultant.

7. Indemnification.

- A. Consultant shall and does hereby indemnify and hold harmless the Village and its elected and appointed officials and officers, employees and agents from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any negligence or wrongful or willful misconduct on the part of Consultant or any breach by Consultant of any of the terms and provisions of this Agreement.
- B. The Village shall and does hereby indemnify and hold harmless Consultant from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any negligence or wrongful or willful misconduct on the part of the Village or any breach by the Village of any of the terms and provisions of this Agreement.

8. Confidentiality.

- A. Inasmuch as in the rendering of Services hereunder, Consultant and/or any of her agents may acquire confidential information and data concerning the business and operations of, or belonging to, the Village, and additional information and data will be made available to or developed by Consultant, Consultant agrees on behalf of herself and any of her agents to and shall regard, treat, and maintain as confidential and proprietary all of the information and data communicated to Consultant and/or any of her agents by the Village in connection with this Agreement (which information shall at all times be the property of the Village). Consultant and/or any of her agents shall not, without the Village's prior written consent, at any time:
 - 1. Use such information for any purpose other than in connection with her rendering to the Village the Services contemplated by this Agreement, or

2. Disclose any portion of such information which is in written or tangible form to third parties.

B. Notwithstanding the foregoing, Consultant's obligations pursuant to the above paragraph shall not apply to:

1. Information that, at the time of disclosure, is, or after disclosure becomes, part of the public domain other than as a consequence of any breach by Consultant and/or any of her agents;
2. Information that was known or otherwise made available to Consultant and/or any of her agents prior to the disclosure by the Village;
3. Information disclosed by a third party to Consultant and/or any of her agents, if such third party's disclosure does not violate any obligation of the third party to the Village; or
4. Information the Village authorizes, in writing, for release effective with the date of such authorization.

9. Warranties.

Consultant agrees to and shall use her best efforts and will render to the Village the Services contemplated herein in a professional and workmanlike manner and in compliance with all applicable laws, regulations and standards in advising the Village hereunder. Consultant represents and warrants that all plans, communications and other materials created or written by Consultant and/or any of her agents ("work product") will not infringe upon or violate any patent, copyright, trade secret, or other property right of any former employer of Consultant and/or any of her agents, the Village, or other third party. Such work product shall become the property of the Village upon its creation, and Consultant will execute and deliver any and all documents required to ensure the Village's title to and ownership of such work product.

10. Independent Contractor; Not Authorized to Obligate Village.

Consultant and/or any of her agents are and shall act as independent contractor(s) in performing the Services hereunder, and this Agreement shall not be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee between the Village and Consultant or any of her authorized representatives, employees, associates, and/or agents within the meaning of any federal, state or local law. Consultant acknowledges, understands, and agrees on behalf of herself and any of her agents that they are not authorized to and will not enter into any agreement, oral or written, on behalf of the Village or otherwise obligate the Village without the Village's prior written consent, nor shall Consultant or any of her authorized representatives, employees, associates, and/or agents be entitled to any benefits provided by the Village to Village employees. The Village will make no deductions from any of the payments due to Consultant for state or federal tax purposes. Consultant agrees to be responsible for any and all taxes or other payments due on payments received from the Village hereunder and filing all necessary and appropriate disclosure statements with applicable governmental bodies.

11. Non-Assignment.

This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect without the prior written consent of the Village.

12. Miscellaneous

- A. This Agreement constitutes the full and complete understanding of the parties and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to Consultant's performing of the Services contemplated herein and supersedes any and all prior agreements, whether written or oral between the parties.
- B. All provisions of this Agreement are severable and if any provision of this Agreement is held invalid or unenforceable by a final order of a court of competent jurisdiction, the remaining provisions of this Agreement will remain in effect.
- C. No waiver by any party with respect to any breach, default, or with respect to any right or remedy, or with respect to any term or condition, nor any course of dealing, shall be deemed to constitute a continuing waiver or any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
- D. This Agreement may be amended only by a writing signed by both parties.
- E. Notices provided shall be in writing and sent by certified mail, return receipt requested. Notices to Consultant will be sent to: Scott Partners, Inc., 484 New Castle Drive, Cary, IL 60013. Notices to the Village of Lake Barrington will be sent to Kevin C. Richardson, President, Village of Lake Barrington, 23860 Old Barrington Road, Lake Barrington, IL 60010.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CONSULTANT:
SCOTT PARTNERS, INC.

VILLAGE OF LAKE BARRINGTON

By: _____
Kathleen L. Scott
Its _____

By: _____
Kevin C. Richardson, Village President,
Village of Lake Barrington

ATTEST:

Acting Village Clerk, Village of Lake Barrington

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH KATHLEEN L. SCOTT TO PROVIDE
CERTAIN CONSULTING SERVICES TO THE VILLAGE

WHEREAS, the Village of Lake Barrington wishes to utilize the services of Kathleen L. Scott as a consultant to provide certain consulting services to promote the interests of the Village; and

WHEREAS, there has been presented to the Village for execution a proposed “Consulting Services Agreement” in the form attached hereto as Exhibit A and thereby made a part hereof (the “Agreement”); and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of this Village and its residents that said Agreement be executed and in effect:

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lake Barrington, Lake County, Illinois, in exercise of its authority as a Home Rule unit of government, as follows:

SECTION 1: That the Corporate Authorities of the Village find that the facts as stated in the preamble hereof are true and correct and are incorporated herein by reference as if fully set forth.

SECTION 2: That said Agreement in substantially the form attached hereto as Exhibit A shall be and is hereby authorized, ratified, and approved, and the Village President and Acting Village Clerk are hereby authorized to execute said Agreement, and such execution is hereby ratified.

SECTION 3: This Resolution shall take effect from and after its passage and approval as provided by law.

Presented, read and passed by the President and Board of Trustees of the Village of Lake Barrington, Lake County, Illinois, on a roll call vote at a duly held regular or special meeting of the Board of Trustees on the ____ day of _____, 2016, and deposited and filed in the Office of the Clerk of said Village on said date.

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by the President of the Village of Lake Barrington,
Illinois, this ____ day of _____, 2016.

Village President,
Village of Lake Barrington

ATTEST:

Acting Village Clerk,
Village of Lake Barrington

Recorded in the Record of Resolutions
of the Village as Resolution No. 2016-R-_____

Acting Village Clerk,
Village of Lake Barrington

EXHIBIT A

CONSULTING SERVICES AGREEMENT
With Kathleen L. Scott