

## RESOLUTION NUMBER 13-10

### A RESOLUTION AUTHORIZING AND APPROVING THE EXTENSION OF THE CONTRACT BETWEEN SKURLA & ASSOCIATES AND THE VILLAGE OF EAST DUNDEE

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

**WHEREAS**, it is deemed necessary and desirable for the Village of East Dundee to authorize and approve an extension for professional services with Skurla & Associates, Inc. for professional services for economic development efforts.

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section One.** That the Village of East Dundee hereby approves and the President be and he is authorized and directed to sign and the Village Clerk is directed to attest to the Professional Services proposal with Skurla & Associates, Inc. for additional professional services for economic development efforts, a copy of which agreement is attached hereto and made a part hereof. The amount of the services the firm was to spend not less than 20 hours per week on economic development efforts for East Dundee, for which a fee of Four Thousand Dollars per month (\$4,000.00), for a total annual payment of \$48,000.00, would be paid plus reimbursable expenses.

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

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

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

Adopted this 1<sup>st</sup> day of March, 2010, pursuant to a roll call vote as follows:

AYES:

6 - Trustees Ruffalo, Gorman, Lynam, Miller, Cichowski & VanOstenbridge

NAYES:

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ABSENT:

1 - President Bartels

Approved by me this 1<sup>st</sup> day of March, 2010.

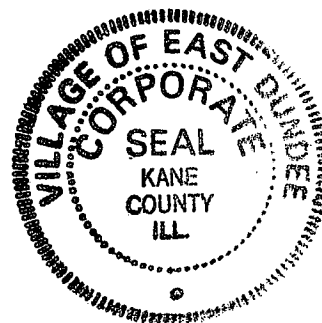
Michael Ruffalo  
~~JERALD BARTELS, President~~  
Michael Ruffalo, President Pro-Temp

Published in pamphlet form this 3<sup>rd</sup> day of March, 2010, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg  
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on March 3<sup>rd</sup>, 2010.



# Request For Board Action

**REFERRED TO COUNCIL: Friday, February 19, 2010**

**ORIGINATED BY: Administration**

**SUBJECT: R. Skurla Associates – Contract Renewal**

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The current contract with R. Skurla Associates for Economic Development services expires at the end of this month. We are requesting renewal of the Contract. Attached please find a letter from Mr. Skurla explaining his services. As noted in the letter, the rate of \$4,000.00 per month is being held at the 2008 level.

This firm has been invaluable to the Village in its economic development services. While we have not experience the degree of success as we might have anticipated, no one had anticipated the breadth and depth of the current recession. Through Mr. Skurla, we are continuing to pursue health care leads, serve as an advocate for development of senior citizen housing, identify retail opportunities, seek potential bank operations, and work with Wal-Mart to encourage their remaining in East Dundee.

## **FINANCIAL IMPACT:**

This has no impact on the general fund, as all costs are paid for from the Business Development District account.

## **DOCUMENTS ATTACHED:**

Letter from R. Skurla Associates

## **RECOMMENDATION:**

I would recommend renewal of the contract as requested.

**R. Skurla Associates Development, Inc.**

**1920 Daimler Rd. Suite 3**

**Rockford, IL. 61112**

**815.397.8504**

Email: [RSkurla@yahoo.com](mailto:RSkurla@yahoo.com)

February 5, 2010

Frank Koehler, Village Administrator  
Village of East Dundee, IL  
120 Barrington Avenue  
East Dundee, IL 60118

Ref: Renewal of Economic Development Consulting Agreement for 2010.

Frank,

Attached to this letter is a copy of our current contract with the Village of East Dundee for Economic Development services. I am respectfully requesting that the Village re-new our contract for the upcoming twelve month period under the same terms, conditions and compensation rate. I am aware of the instructions that the Village Board issued to you to ask all contractors with the Village to accept less compensation for the same amount of work in the upcoming year. I am asking for the compensation of my contract to remain the same for several reasons. Initially, by not increasing the compensation rate in two years, the rate of inflation has already reduced the compensation rate. Secondly, upon undertaking this contract, I steered the Village toward the creation of a Business Development District which last year allowed the Village to completely drop the Economic Development Department Budget from the General Fund and switch it to the BDD Fund, a savings of over \$60,000. Those funds were then able to be shifted to other General Fund budgets such as Police, Public Works and Administration. Third, through my research and recommendations, it appears that the Village will have a good chance to get state legislation passed that will amend the state annexation law to allow for the annexation of GAT Guns and several other commercial operations on South Route 25 providing for significant future sales tax. Although this legislation is not yet assured, the annexation of these properties has been languishing for over ten years. And finally, if you examine the hours of service provided by my firm last year to the Village in exchange for the \$48,000 compensation, R Skurla Associates Development, Inc. charged \$31.40 per hour of service. Considering that there are no add on costs to the Village in fringe benefits, withholding taxes or employer's contribution for retirement funding, "RSAD" would be one of the lower paid employees working for the Village.

I consider it a privilege and honor to work for the Village of East Dundee. I would like to continue to serve the Village as your Economic Development Consultant.

Sincerely,

  
Robert J. Skurla

**R. Skurla Associates Development, Inc.**

**1920 Daimler Rd. Suite 3**

**Rockford, IL 61112**

**815.397.8504**

Email: [RSkurla@yahoo.com](mailto:RSkurla@yahoo.com)

**CONSULTING AGREEMENT**

THIS AGREEMENT entered into between the Village of East Dundee, Illinois, herein referred to as "Village." and R. Skurla Associates Development, Inc. herein referred to "RSAD."

**RECITALS**

A. Village desires to engage RSAD to implement the Village's economic development goals, including, but not limited to:

- Job growth and retention
- Expansion and diversification of tax base
- Improvement of the quality of life

B. RSAD shall provide oversight and supervision of the services to be provided under this Agreement.

C. RSAD shall report to the Village Administrator of East Dundee and shall provide a monthly activity report to the Village. A representative from RSAD shall be present at all Village Council meetings as requested by the Village Administrator.

D. RSAD shall provide, on average for any four week period, not less than twenty (20) hours of service per week to the Village of East Dundee.

**AGREEMENT**

NOW, THEREFORE, based upon the terms and conditions herein set forth, the parties agree as follows:

1. The Recitals as hereinabove set forth are a part of this Agreement and enforceable as such.
2. The scope of the work to be provided by RSAD shall be as follows:
  - In cooperation with the Village, develop a diversified approach to identifying, contracting and recruiting potential retailers and developers to East Dundee. This would include continuous creation and refinement of lists of potential/preferred users and developers, contacting same through telephone, on-site visits, mail, email, or other means; preparation of reports as to reasons potential retailers/developers may

not want to locate to East Dundee; and preparation of recommendations as to initiatives that would address the reasons and concerns as indicated by said potential/preferred retailers/developers.

- Work with other units of local government in pursuing regional economic development goals and objectives
- Respond to business location and expansion inquiries and act as liaison between potential business developers and various public and private entities involved in the business development process.
- Provide information on utilities, taxes, zoning, transportation, community services, financing tools, and any other information relevant to parties interested in economic development.
- Provide updated information for the maintenance of an economic development website and data base.
- Establish and maintain a collaborative working relationship with State, regional, and local economic development organizations.
- Make representations to boards, committees and civic groups.
- Ensure potential development activities are appropriately entered into and tracked within the Village's internal systems and processes. Ensure development topics are placed on the appropriate agendas, that explanatory materials are developed and provided for meetings and an appropriate and effective presentation of such materials is made.
- Prepare annual and periodic reports regarding economic development activities and accomplishments.
- Shall submit monthly activity sheets.

Village shall provide:

- All base data and graphics developed to date in electronic and "hard" (paper) form.
- Access to other professional staff and contractors working for the Village.
- Letters/emails of introduction to all current businesses, property owners and potential developers of the Village.
- Address and phone/email connection with the Village's offices.

- Listing of all past and current business leads and developers.
- Weekly meetings with the Village Administrator and related Village staff/contractors.
- Quarterly written correspondence to RSAD on evaluation of work product and changes/alterations of scope of services.

3. Village shall pay RSAD the sum of \$4000 per month for work performed by RSAD during the term of this Agreement. The total fees charged to the Village during the term of this Agreement shall not exceed the sum of \$48,000 for a twelve month period unless agreed to in writing by the parties. Payments shall be made bimonthly upon receipt of activity sheets fro the period being billed.

4. Village shall provide RSAD office space for meetings in the Village of East Dundee. Village shall also provide access to fax, copying services, and the internet at said office.

5. Village shall reimburse RSAD for extraordinary expenditures during the term of this Agreement including travel and lodging for work performed outside of the Village if these expenses have been pre-approved by the Village in writing.

6. This Agreement shall commence February 28, 2010, and terminate February 28, 2011. Village may terminate this Agreement upon giving RSAD ten days written notice by Certified Mail, Return Receipt Requested. In the event of such termination, Village shall pay RSAD for all services performed prior to date of termination, plus reasonable termination costs to organize RSAD's files and any reasonable expenses incurred by RSAD to coordinate efforts of another party.

7. All services performed by RSAD under the term of this Agreement shall be as an independent contractor, RSAD or any of its representatives are not to be considered employees of the Village for any purpose.

8. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be binding except in writing and signed by a duly-authorized representative of both parties to this Agreement.

9. This Agreement shall not be assigned by either parties without the prior written consent of the other party, which consent may be withheld in the parties' sole discretion.

10. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this agreement.

Date: 3-1-10

Village of East Dundee Michael Ruffalo  
Michael Ruffalo, President Pro-Temp

Date: 3/4/10

RSAD Robert J. Shambaugh  
3 its President