



ORDINANCE NO. 1761-17

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CERTAIN AGREEMENT WITH GEORGE K. BAUM & COMPANY- PUBLIC POLICY SERVICES TO RESEARCH AND RECOMMEND POSSIBLE REFERENDUM OPPORTUNITIES FOR SUSTAINABLE FUNDING OPTIONS FOR CAPITAL IMPROVEMENT PLAN AND INFRASTRUCTURE PROJECTS

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor is hereby authorized to execute a certain Agreement with George K. Baum & Company, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

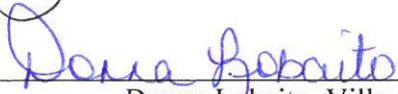
The foregoing Ordinance was adopted by a roll call vote as follows:

AYES: Pezio, Kosik, Riess, Corrigan, DiMaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: May 8, 2017

APPROVED: May 8, 2017

PUBLIC POLICY SERVICES ENGAGEMENT AGREEMENT

This Public Policy Services Engagement Agreement ("Agreement") is made this 8th day of May, 2017, by and between VILLAGE OF HAWTHORN WOODS, ILLINOIS ("Issuer"), and **GEORGE K. BAUM & COMPANY**, located at 1400 Wewatta Street, Suite 800, Denver, CO 80202 ("GKB").

PURPOSE: The Issuer has identified a specific capital project for the purpose of seeking voter approval to address street improvements (the "Project"), and desires to retain GKB to provide assistance in connection with the Issuer's public policy efforts ("Public Policy Efforts") regarding the Project. GKB's consulting services in connection with the Public Policy Efforts will include, but may not be limited to, development of a public policy program timeline and budget, guidance in development of a key influencer database, assistance in the creation of direct mail pieces containing factual information for public outreach efforts to key influencers and registered voter households, assistance in the preparation of a presentation, fact sheet and FAQ document for a public information program, preparation of a voter analysis needed for community opinion research efforts, development of lists for mailing purposes, assistance in the preparation of invitation letter and agendas for citizen task force meetings, assistance in preparation of presentation materials for task force meetings, presentations to a citizen task force outlining the public policy process, development of a mail survey, assistance in the oversight of print and mail of direct mail pieces containing factual information and mail survey, data entry of mail survey results and analysis, presentation of mail survey results and recommendations to a citizen task force.

GKB will attempt to utilize the services of Illinois-based contractors for the services required for the Public Policy Efforts (printers, mail house, etc.) as deemed practical, and provided such services can be delivered on a timely and economical basis.

GKB initially will undertake the Public Policy Efforts for or on behalf of the Issuer and present relevant findings to the Issuer's Board.

CONSIDERATION: Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

SPECIFIC PROVISIONS: The provisions of the above "Purpose" section are material and binding terms of this Agreement.

1. **GKB's Obligations.** GKB shall provide the Issuer with the following consulting services for or related to the Issuer's Public Policy Efforts:
 - A. Be available to the Issuer's staff and Board, and its other agents, for consultation and conference at times mutually agreed upon.
 - B. Other related services:

- ***Budgets & Timelines.*** Develop budget and timeline for public policy program.
 - ***Voter Analysis and Voter Identification.*** Identify likely voters based on historical voting records for a March 2018 election (needed for future community opinion research) and develop mailing list for public information program.
 - ***Key Influencer Database.*** Provide guidance in developing database of community opinion shapers (key influencers).
 - ***Frequently-Asked-Questions Document.*** Assist in preparing FAQ document and fact sheet.
 - ***PowerPoint Presentation.*** Assist in preparing PowerPoint presentation for public information program.
 - ***Citizen Task Force.*** Provide assistance in developing invitation letter, presentation and agendas for Citizen Task Force meetings. Participate in two of the Citizen Task Force meetings to review with Task Force members the pre-referendum process and community opinion research findings.
 - ***Correspondence to Key Influencers.*** Assist with issue framing, messaging, copy writing and oversight of direct mail piece, containing factual information, to community opinion shapers.
 - ***Communications with Registered Voters.*** Assist with issue framing, messaging, copy writing, graphic design, and oversight of three direct mail pieces, containing factual information, to registered voter households, including two letters and one FAQ newsletter.
 - ***Mail Survey.*** Develop mail survey to be sent to all registered voter households. Oversee graphic design, printing and mailing of survey. Analyze and prepare summary of results.
- C. It is expressly understood and agreed that this Agreement does not intend, and is not under any circumstances to be construed as requiring GKB to perform or provide any services which may constitute the practice of law.
- D. It is expressly understood and agreed that this Agreement does not intend, and is not under any circumstances to be construed as requiring GKB to perform or provide any services to or on behalf of the Issuer which may constitute advocacy for or against any future ballot measure campaign.
- E. It is expressly understood and agreed that, under this Agreement, GKB is acting as a consultant to the Issuer for Public Policy Efforts only, and is not providing the Issuer with any recommendation on the issuance of municipal securities or municipal financial products.

F. It is expressly understood and agreed that GKB will not limit its work to the steps outlined herein, but will extend its services as necessary to ensure that all appropriate services for or related to the Public Policy Efforts for the Project are provided to or on behalf of the Issuer in a professional and satisfactory manner.

2. **Issuer's Obligations.** The Issuer's obligations shall include the following:

A. Cooperate with GKB in the proper development of the Project and provide all pertinent information needed to support the Public Policy Efforts.

B. Pay GKB a fee of \$35,000 for its Public Policy Efforts.

C. The Issuer will be responsible for all expenses related to the Public Policy Efforts including but not limited to printing, mailing and postage of direct mailers to key influencers and registered voters and a mail survey to registered voters. The Issuer will also be responsible for the cost of a voter list that provides voter history and demographic information. The Issuer also will reimburse GKB for all reasonable travel costs and expenses incurred by GKB that are related to the Public Policy Efforts.

3. **Term.** The term of this Agreement shall commence on May 8, 2017, and shall expire on February 28, 2018 except as terminated earlier pursuant to the provisions below.

4. **Termination.** The Issuer, at its sole discretion, may terminate this Agreement at any time by providing a written notice of termination to GKB. At the termination of this Agreement, the Issuer shall reimburse GKB such reasonable costs and expenses incurred to the date of such termination, shall pay GKB such compensation earned to the date of such termination, which payment shall be in full satisfaction of all claims against the Issuer under this Agreement.

5. **Services.** The parties expressly understand and agree that this Agreement is not intended to and does not encompass or include any advocacy related services in connection with or related to any future ballot measure campaign. Accordingly, GKB will not provide any such advocacy services to or for the benefit of the Issuer under or pursuant to this Agreement.

6. **Additional Engagements.** During the Term of this Agreement, if the Issuer decides to consider or pursue other or additional financing, either for the Project or for other separate projects the Issuer identifies from time-to-time that are separate and apart from the Public Policy Efforts ("Additional Transactions"), the Issuer may engage GKB to act as its exclusive investment banker to provide underwriting, placement agent or municipal advisory services for any of those Additional Transactions. The parties will execute separate written engagement agreements for each of any such Additional Transactions. Until such a separate additional agreement is in place, the parties understand and agree that GKB will not provide any advice or recommendations to the Issuer regarding any such Additional Transactions.

7. **Execution.** This Agreement may be executed in multiple counterparts and together such counterparts will be deemed an original.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Public Policy Services Engagement Agreement

IN WITNESS WHEREOF, the parties here have executed this Agreement the day and year first above written.

AGREED TO AND ACCEPTED:

GEORGE K. BAUM & COMPANY

By: William G. Hofherr

Printed Name: William G. Hofherr

Title: Senior Vice President

VILLAGE OF HAWTHORN WOODS, ILLINOIS

By: Joseph Mancino

Printed Name: Joseph Mancino

Title: Mayor