

**TOWN COUNCIL OF DEWEY-HUMBOLDT
STUDY SESSION MEETING NOTICE AND AGENDA**

Tuesday, November 10, 2020, 6:30 P.M.

**DEWEY-HUMBOLDT TOWN HALL
COUNCIL CHAMBERS
2735 S. HWY 69, SUITE 10
HUMBOLDT, ARIZONA 86329**

NOTICE OF MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Dewey-Humboldt Town Council and to the general public that the Town Council will hold a public meeting (see notes about public participation below) on **Tuesday, November 10, 2020, at 6:30 p.m.**, at the **Dewey-Humboldt Town Hall Council Chambers, 2735 S. Highway 69, Suite 10, Humboldt, Arizona 86329**. Members of the Town Council will attend by audio/video conference call.

THIS MEETING WILL BE HELD BY REMOTE PARTICIPATION ONLY

Due to the federal government's declaration of a COVID-19 pandemic and the resulting Executive Orders from Arizona Governor Ducey to limit events of people in personal contact and Mayor Nolan's declaration of an emergency based on the COVID-19 pandemic, the following accommodations are provided for public participation at the Council Meeting:

- Viewing live streaming audio only on the Town's website, at:
<http://az-deweyhumboldt.civicplus.com/2164/Town-Meeting-Documents-and-Videos>
- Viewing and potentially participating in the meeting via Join Zoom Meeting:
 - Computer: <https://zoom.us/j/85274420902>
 - Telephone: (301) 715-8592
 - Meeting ID: 852 7442 0902
- Submitting comments via email to the Interim Town Clerk at BethEvans@dhaz.gov. Comments should be submitted no later than 3:30 p.m. on the day of the meeting. Please identify the agenda item and your first and last name.

DEWEY-HUMBOLDT TOWN COUNCIL STUDY SESSION AGENDA

The issues that come before the Town Council are often challenging and potentially divisive. To make sure we benefit from the diverse views to be presented, the Council believes public meetings to be a safe place for people to speak, and asks that everyone refrain from clapping, heckling and any other expressions of approval or disapproval. Council may vote to go into Executive Session for legal advice regarding any matter on the open agenda pursuant to A.R.S. § 38-431.03(A)(3), which will be held immediately after the vote and will not be open to the public. Upon completion of the Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda. Agenda items may be taken out of order. Please turn off all cell phones. Council Meetings are broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

1. Call To Order.

- 2. Roll Call.** Town Council Members Karen Brooks; Lynn Collins, John Hughes, Mark McBrady, Victoria Wendt, Vice Mayor Amy Lance and Mayor Terry Nolan.

3. Public Comment on Non-agendized Items

The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. According to the Arizona Open Meeting Law, Councilmembers may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Councilmembers are forbidden from discussing or taking legal action on matters raised during Public Comment unless the matters are properly noticed for discussion and legal action. A 3 minute per speaker limit shall be imposed. Everyone is asked to please be courteous and silent while others are speaking.

4. **Study Session.** Study Sessions are held for the purpose of detailed review and Council discussion. As such, Council may discuss and provide feedback on any matter listed on the agenda. No final decisions or voting occurs at Study Sessions. Agenda language may vary from that in CAARFs for Open Meeting Law purposes.

- Page 5
- A. Public Safety Report and Discussion – Central Arizona Fire & Medical Authority (CAFMA), covering the period of July – October 2020. Presentation by Fire Marshal Rick Chase.** Topics for possible discussion include: calls responded; outreach programs and services; construction permitting.
- B. Public Safety Report and Discussion – Yavapai County Sheriff’s Office Report, covering the period of July – October 2020. Presentation by Sergeant John Bounds.** Topics for possible discussion include: overview – self-initiated, calls for service, traffic stops including number of citations, arrests (family fight, disorderly, DUI/drugs), criminal investigation, animal control – calls for service, calls for service comparison – days of week and time of day, average response times, part 1 crimes comparison.
- 13 **C. Magistrate Court Quarterly Report and Discussion – covering the period of January – June 2020. Presentation by Town Magistrate Douglas Suits.** Topics for possible discussion include: Statistics, revenue, Court security, citations, procedures, services.
- 15 **D. Review, discussion and Council input on the responses provided by Councilmembers to the survey questions from the Urban Land Institute (“ULI”) to assist in creating a targeted presentation by ULI at a future Town Council Meeting. Staff is seeking Council input to finalize a response to the ULI survey. (Staff CC)**
- 27 **E. Discussion and Council input on using The Dewey-Humboldt Newsletter for outreach about items that will be considered by Council in the future (Staff CC; CAARF – Councilmember Collins)**
- 31 **F. Review and Council discussion of the information received by recruitment firms for the Interim Town Manager position. As directed November 3, 2020, staff requested information from three recruiting firms: Interim Public Management, KRW Associates and Municipal Solutions (Staff CC)**
5. **Consideration of holding a Special Meeting on Thursday, November 12, or Friday, November 13.** Staff recommends scheduling a Special Meeting for discussion and possible action relating to the recruitment firms for the Interim Town Manager position.
6. **Adjourn.**

For Your Information:

Next Town Council Meeting: Tuesday, November 17, 2020 at 6:30 p.m.
Next Planning & Zoning Meeting: Thursday, December 3, 2020 at 6:00 p.m.
Next Town Council Work Session: Tuesday, December 8, 2020 at 6:30 p.m.

Persons with a disability may request reasonable accommodations by contacting the Town Hall at (928) 632-7362 at least 24 hours in advance of the meeting.

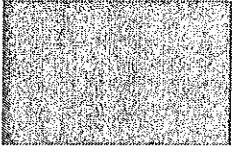
Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the _____ of _____, 2020, at _____ a.m./p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.

By: _____, Town Clerk’s Office.

If you would like to receive Town Council agendas via email, please sign up at AgendaList@dhaz.gov and type Subscribe in the subject line, or call (928) 632-7362 and speak with Beth Evans, Interim Town Clerk.

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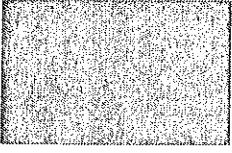


Dewey/Humboldt Town Council Mtg. November 10, 2020

3RD QUARTER REPORT

JULY-SEPTEMBER 2020

CENTRAL ARIZONA FIRE AND MEDICAL



LAND AREA: 365 SQ. MILES

POPULATION: 86,865

FIRE STATIONS: 10 STAFFED STATIONS



EMS RESPONSES

- ▶ Ex: Medical, MVA, Rescue, Search for Lost Person, Water Rescue, Electrical Rescue

Throughout District

July:	46 (5%) (3 MVA)	781
Aug:	37 (5%) (1 MVA)	753
<u>Sept:</u>	<u>29 (4%) (2 MVA)</u>	<u>705</u>
Total:	112 (5%)	2,239



FIRE RESPONSES

- ▶ Ex: Structure, Wildland, Vehicle

Throughout District:

July:	2 (20%)	10
Aug:	0 (0%)	16
<u>Sept:</u>	<u>1 (7.7%)</u>	<u>13</u>
Total:	3 (7.7%)	39



PUBLIC SERVICE DISPATCHES

- ▶ Ex: lock out, water problem, bee/snake call, unauthorized burning, police assist, other type of help

Throughout District

July:	20 (9%)	213
Aug:	9 (3.8%)	232
<u>Sept:</u>	<u>9 (4.5%)</u>	<u>200</u>
Total:	38 (6%)	645

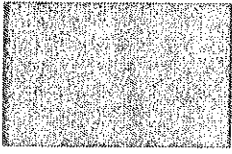


HAZARDOUS COND. RESPONSES

- ▶ Ex: comb./flam. spill, chemical or biological hazard, illegal burning

Throughout District

July:	0	7
Aug:	0	10
<u>Sept:</u>	<u>0</u>	<u>12</u>
Total:	0	29



GOOD INTENT RESPONSES

- ▶ Ex: cancelled enroute, animal rescue, controlled burning, vicinity (smoke/fire) alarm, false alarm

Throughout District

July:	9 (%)	149
Aug:	5 (%)	119
<u>Sept:</u>	<u>4 (%)</u>	<u>130</u>
Total:	18 (%)	398



TOTAL DISPATCHES

Throughout District

July:	77 (6.6%)	1,163
Aug:	51 (4.5%)	1,131
<u>Sept:</u>	<u>43 (4%)</u>	<u>1,061</u>
Total:	171 (%)	3,355

- ▶ Total "Emergency" Responses Year to Date: 208
- ▶ Average Response Time: 7 min 52 sec

FISCAL YEAR STATISTICS

FY 2021					FY 2020					
Date	Phone	Window	Motions		Date	Phone	Window	Motions		
1st Quarter					1st Quarter					
JULY	107	35	9		JULY	67	46	8		
AUGUST	91	37	10		AUGUST	79	66	14		
SEPTEMBER	88	32	10		SEPTEMBER	98	62	14		
Total	286	104	29		Total	244	174	36		
2nd Quarter					2nd Quarter					
OCTOBER					OCTOBER	96	67	21		
NOVEMBER					NOVEMBER	98	36	7		
DECEMBER					DECEMBER	84	48	7		
Total	0	0	0		Total	278	151	35		
3rd Quarter					3rd Quarter					
JANUARY					JANUARY	108	41	7		
FEBRUARY					FEBRUARY	83	45	7		
MARCH					MARCH	120	35	8		
Total	0	0	0		Total	311	121	22		
4th Quarter					4th Quarter					
APRIL					APRIL	90	28	5		
MAY					MAY	71	20	5		
JUNE					JUNE	138	44	7		
Total	0	0	0		Total	299	92	17		
FY 2021 TOTAL					FY 2020 TOTAL					
				286					1132	538
				104					110	110

FISCAL YEAR REVENUE

	<u>Town</u>	<u>State</u>	<u>County</u>	<u>Citing Agency</u>	<u>TOTAL</u>
<u>FY2021</u>					
<u>1st Quarter</u>					
JULY	\$ 1,888.19	\$ 3,191.50	\$ 9.00	\$ 36.00	\$ 5,124.69
AUGUST	\$ 2,637.57	\$ 1,999.40	\$ 8.89	\$ 35.56	\$ 4,681.42
SEPTEMBER	\$ 2,401.04	\$ 1,406.87	\$ 6.60	\$ 26.52	\$ 3,841.03
Total	\$ 6,926.80	\$ 6,597.77	\$ 24.49	\$ 98.08	\$ 13,647.14
<u>FY2020</u>					
<u>1st Quarter</u>					
JULY	\$ 2,668.94	\$ 2,363.48	\$ 8.57	\$ 34.17	\$ 5,075.16
AUGUST	\$ 2,466.05	\$ 2,990.48	\$ 9.26	\$ 36.75	\$ 5,502.54
SEPTEMBER	\$ 3,454.04	\$ 2,389.73	\$ 10.18	\$ 40.62	\$ 5,894.57
Total	\$ 8,589.03	\$ 7,743.69	\$ 28.01	\$ 111.54	\$ 16,472.27



COUNCIL COMMUNICATION

Study Session Meeting Date: **November 10, 2020**

Agenda Item: **4.D.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Discussion and Council input on Councilmember responses to survey questions presented to Council from the Urban Land Institute (“ULI”).

Purpose:

This item is on tonight’s agenda for staff to finalize a response to the ULI to assist them in creating a targeted presentation by the ULI at a future Town Council Meeting.

Background:

At the October 6, 2020, Council Meeting, staff was seeking direction from Council on answering the survey questions provided by the ULI.

The survey questions to be discussed and provide direction on are as follows:

- 1. What community initiatives have you dreamed about that you would most like to see materialize in your community and in Arizona during this time of change?**
- 2. List three of the most pressing issues your community should address over the next 12 months, as it relates to land use and community growth, economic potential and development opportunities;**
- 3. Similarly, planning for the longer-term (more than a year), list three of the most pressing land use and community and economic development issues to address, including a time frame;**
- 4. What positive or negative impacts do you foresee resulting from the issues identified in questions 1 and 2 (such as the effect on your community’s decision-making, policies, or prioritization of projects)?**
- 5. What, if any, specific leadership assistance or support would be helpful for your community to have in order to effectively adapt to the impacts during these unprecedented times?**
- 6. The ULI Arizona Technical Assistance Program is offering a nimbler, quickly executed and specifically focused opportunity called a “Rapid Assistance Dialog”, where ULI members provide guidance on timely issues affecting communities in a two-hour virtual session. Would you please rate your community’s level of interest in this concept?**

Responses were received from three Councilmembers: Karen Brooks, Lynn Collins and Victoria Wendt.

Commenting throughout all the responses reflect Main Street Revitalization, Secondary Emergency Access Road, Zoning Code Changes, Commercial Development and Superfund Re-Use.

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329
Phone: 928-632-7362 | Fax: 928-632-7365
www.dhaz.gov

Summary of Responses:

- 1. What community initiatives have you dreamed about that you would most like to see materialize in your community and in Arizona during this time of change?**
 - a. Main street revitalization which would incorporate innovative problem solving that accommodates our rural lifestyles; interest in possible historic district.
 - b. Infrastructure should play an import role to the town as we will not attract commercial business without have the infrastructure to support it.
 - c. Secondary ingress/egress from the Upper Blue Hills needs to be completed.
 - d. Control residential density to protect water.
 - e. Work on making the two Superfund sites usable.
 - f. Getting zoning changed to commercial on east and west sides of Highway 69 and continuing progress on evaluating and re-writing zoning codes for ease of use.
 - g. Completion of a new Town Hall by acquiring the necessary grant/loan funding.

- 2. List three of the most pressing issues your community should address over the next 12 months, as it relates to land use and community growth, economic potential and development opportunities.**
 - a. Comprehensive fire evacuation plan with pre-determined evacuation planning, signage, identification of routes, allow two lanes in/out and emergency pullouts.
 - b. Need a homeowner friendly commercial zoning code with a rural scale neighborhood friendly class of service and lower intensity commercial.
 - c. Zoning codes are out of date, nontransparent and many conflict with ARS.
 - d. Need a more comprehensive commercial zone along Highways 69 and 169.
 - e. Rewrite codes for easier building of stores, office space and medical offices making the area more attractive to investors to come to our town, without losing our rural atmosphere.
 - f. General Plan Update process when a lot of residents see growth negatively.
 - g. Promote our town on E-Chambers of Commerce and Ag Tourism.
 - h. Erect a large changing billboard south of Mayer promoting Dewey-Humboldt.
 - i. Complete the new town hall.
 - j. Develop a Chamber of Commerce.

- 3. Similarly, planning for the longer-term (more than a year), list three of the most pressing land use and community and economic development issues to address, including a time frame.**
 - a. Poll local residents in the ACME water service area and along Highway 69 near Kachina for possible change in zoning to allow more commercial development or allow Accessory Commercial Units as attachments to; or by retro-fitting the existing residential buildings for a rural scale, small town hack on live-work units, as soon as possible.
 - b. Grocery store, medical offices and small retail stores, hardware store, restaurants.
 - c. Rehabilitate on main street's old buildings on main street.
 - d. Slow traffic down where they will pull off and look at our town.
 - e. Activities and/or facilities for kids and adults to use.
 - f. Wet or dry camping facilities for travelers to use.
 - g. Trail system along Agua Fria for bird watching, trail riding and capitalize on forest roads.
 - h. Utilize Smelter property within 5 to 10 years.
 - i. Complete secondary road exit from Upper Blue Hills within 2 years.
 - j. Investigate deep wells or other water opportunities for the town within 5 years.
 - k. Asphalt all town owned dirt roads within 5 years.



COUNCIL COMMUNICATION

Study Session Meeting Date: **November 10, 2020**
Agenda Item: **4.D.**

4. What positive or negative impacts do you foresee resulting from the issues identified in questions 1 and 2 (such as the effect on your community's decision-making, policies, or prioritization of projects)?

Negatives:

- a. Revitalization on Main Street - A citizen group hopes for historic district – but there will be resistance to this. This could be perceived as over-regulation of land use in the area.
- b. Water on the West Side of 69 - Wells continue to dry up or go static.
- c. Superfund Sites – The public is divided. Low trust between town government and citizens.
- d. Roads – Allowing private roads to be part of the town road system. A sales tax base is needed to fund the additional roads.
- e. Confusing Town Codes – Rezoning parcels brings on public resistance to change.
- f. Decision Making Problem by the Town Council - Nothing seems to get accomplished.
- g. Infrastructure – Little to none.
- h. Competition from Prescott Valley
- i. Ingress/egress off Highway 69.
- j. Little to no commercial along Highway 169.

Positives:

- a. Great climate
- b. Lots of history
- c. Lots of places to explore
- d. Laid back lifestyle
- e. No property taxes

5. What, if any, specific leadership assistance or support would be helpful for your community to have in order to effectively adapt to the impacts during these unprecedented times?

- a. Information about successful methods to use for a Main Street revitalization to build a sales tax base. Commercial codes are not exclusively commercial.
- b. How to overcome the stigma of two Superfund sites and its possible re-use.
- c. A workaround to the “gift clause” that would allow town to improve private roads for evacuation use.
- d. How to move forward from the dreaming and planning stages to enact ideas, get action and completion.
- e. We don't have the personnel or revenue to get things accomplished. Staff doesn't have time for new duties.
- f. How to best utilize area community development financial expertise to raise capital for projects.
- g. A new town manager well experienced in running a town and keeping the council on track and apprised of all issues that have developed or are developing in our town.

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- 6. The ULI Arizona Technical Assistance Program is offering a nimbler, quickly executed and specifically focused opportunity called a “Rapid Assistance Dialog”, where ULI members provide guidance on timely issues affecting communities in a two-hour virtual session. Would you please rate your community’s level of interest in this concept?**
- a.** Some of the community would like that, but most of our citizens would prefer in person meetings, being online creates distance and feeling like responses are hot air. People not being able to see physical action and no one to hold accountable.
 - b.** We seem to have a problem getting residents/citizens to step up and volunteer for our committees. I don’t know if there would be that much interest in the concept or not.

Attachments:

ULI Responses from Councilmembers Brooks, Collins and Wendt

ULI Comments from Judy Kerber

From: [CM Brooks](#)
To: [Tim Mattix](#)
Subject: Response to Urban Land Institute Questions
Date: Wednesday, October 14, 2020 10:24:27 AM

Tim. I hope this helps that I typed out the answers. Sorry, I totally forgot about the deadline.

First Question

1. New Town Hall built and moved into by staff
2. Getting zoning changed to commercial on East and West sides of Highway 69
3. Get continuing progress on evaluating and re-writing zoning codes for ease of use
4. Emergency road complete

Second Question

1. Getting more comprehensive commercial zoning along Highway 69 and 169
2. Rewrite codes for easier building of stores and office space (medical offices) making the area more attractive to investors to come to our town
3. Promote our town on E-Chambers of Commerce and Ag Tourism
4. Maybe a large changing bill board south of Mayer promoting Dewey-Humboldt
5. New road out of Blue Hills to the north west
6. Build a larger tax revenue base

Third Question

1. Grocery Store, Medical offices and small retail stores, Hardware store, Resturants
2. Slowing traffic down where they will pull off and look at our town
3. Rehabilitate on main street's old buildings on main street
4. Activities and or facilities for kids and adults to use, residents and visitors
5. Wet or Dry Camping facilities for travelers to use
6. Trail system along Agua Fria for bird watching, trail riding and capitalize on Forest Roads for ATVers
7. Utilize Smelter Property within 5 to 10 years

Fourth Question

Negative

1. Little no infastructure
2. Competition from Prescott Valley
3. Ingresses and Egresses off of Highway 69
4. No commercial or little commercial on Highway 169

Positives

1. Great Climate
2. Lots of history
3. Lots of places to explore
4. Laid back life style.
5. No property taxes

Fifth Question

1. How to get beyond the dreaming and planning stages.
2. How to enact ideas, get action and completion
3. Our limited Staff is busy with day to day work and they do not have the time for new duties
4. We don't have personnel or revenue to get things accomplished.
5. How to best utilize area Community Development Financial Expertise to raise capital for projects

Sixth Question

Some of the community would like that, but most of our citizens would prefer in person meetings, being on line creates distance and feeling like responses are hot air. People not being able to see physical action and no one to hold accountable. I get more out of face to face meetings.

ULI SURVEY

10-18
10-20
MAY

QX1- what community initiatives would you most like to see in DH and the State---

DH--main street revitalization which would incorporate innovative problem solving that accomodates our rural lifestyles; interest in possible historic district. (there was a group working on this prior to covid).

DH- control residential density to protect water

DH deal with the 2 superfund sites so that they ~~can become assets instead of liabilities~~ ^{are usable somehow}. One site has a metalurgical business operating from it (Iron King), at former ironite site.

QX2-list three of the most pressing issues DH needs to address in next 12 months as to land use, community growth, economic potential, development opportunities.

FIRST-comprehensive fires EVACUATION PLAN for town. Our town has already outgrown its roads. We need a comprehensive plan with pre-determined evacuation planning, signage and identification of routes. Need to get infrastructure improvements to allow simultaneous two lane out for evacuation from an area and two lanes into an area to allow 1st. responder access. Need to identify areas along roads that are remnant parcels, or split off parcels, or tax parcels that can be acquired for emergency pullouts so bottlenecks don't happen.

SECOND--need to write a homeowner friendly commercial zoning code; need a rural scale neighborhood friendly class of service and lower intensity commercial. Current code is so confusing the past Town Attorney could not explain proper zoning hierarchy when changing it to allow museums. If the last attorney couldn't understand it- the homeowners won't either and they will always assume the worst everytime a proposal comes in. In 2017 a gas station proposal was opposed at 69 and 169 and a new commercial zone was opposed at Foothill and 169. Standing room only crowds at meetings from what I was told.

THIRD - all the zoning codes are out of date, many conflict with ARS. None are transparent and they are all too open to interpretation which fosters a mistrust in government and a resentment toward "deal fixers". It gives an appearance of preferential treatment based on connections. Some codes make it impossible to facilitate the character of the growth needed on Main street.

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AND - GENERAL PLAN UPDATE PROCESS WHEN A LOT OF RESIDENTS SEE GROWTH NEGATIVELY



QX3- longer term planning (more than a year) list top three of most pressing land use and economic development issues-including the time frame.

FIRST- there is an immediate need to better plan our land use along 69 near Kachina to take advantage of the 250 space RV resort and clubhouse being built across from us in Prescott Valley (PV). Some of the DH land in question is zoned residential along the 69 hwy. The resort in PV will be improving the 69 and Kachina intersection on their side and upgrading the traffic

signal. We need to determine a best use for what DH has in the area so we can have a chance to siphon-off some off the resort traffic if we can attract commercial in that local area. BUT WE NEED RESIDENT APPROVAL OF THE USES. Possibilities I have heard from people are: drive thru coffee joint, drive thru taco stand, sonic restaurant, a sit down breakfast place with a lot of outdoor dining space. The last suggestion was mentioned recently as "covid-proof" dining. All previous drive thru types were mentioned in 2018 while I was campaigning in the area. They were mentioned because this is right next to the standpipe for water hauling **and people waiting in lines liked those ideas.** We should also talk to the market owner at 69 and Kachina so they know what's coming so maybe they can attract renters to their open shops there.

(might have access to a small pvt water company service here) ASAP

SECOND- Need to have a discussion with the homeowners and property owners within the ACME Water service area which is zoned R1-10. This is very near the 69 and Kachina intersection. (Kachina to the north and Manzanita to the east) We should ask if property owners are interested in a very low intensity of commercial being zoned there and allowed instead of it being exclusively residential. Not only is there a small water company there, some parts of the area have natural gas also.. A similar thing was done in areas around Main Street in 2005(?) where residential was rezoned to intenser class of commercial. **BY EARLY 2022**

THIRD-- As an alternative to the suggestion above we could explore community reaction to allowing ACCESSORY COMMERCIAL UNITS as attachments to; or by retro-fitting ~~the~~ the existing residential buildings -for a rural scale, small town hack on live-work units. **BY EARLY 2022**

QX4-what positive or negative impacts are possible resulting from issues identified in QX1 and QX2?

As to qx 1 issues: Main Street and revitalization, a citizen group hopes for historic district-but there will be resistance to this. This could be perceived as over-regulation of land use in the area.

Revitalization on Main has started somewhat because of the recent renovations by new owner to the gas station and old west style shops nearby. Combined with the planned construction of a new town hall at the other end of Main street there is potential to draw in investors to the area. There is a private water company that serves the area also.

Water- on the west side of 69 wells continue to dry up or go static. I have friends and neighbors who are very worried about this issue.

Superfund sites. Public is divided. ~~Just how much~~
~~THE SUPERFUND SITES. This is a low~~ trust between town government and citizens.

As to qx 2 issues: Roads- we have a lot of private dirt roads, and prior to Goodwin fire there was resistance to cooperating with the town in allowing these to be part of the town roads system. That has subsided. But we lack a sales tax base, and we need that sales tax to fund roads. There has been resistance to allowing "Prescott Valley" style commercial here. That is still a problem. *How to GET tax base*

Confusing town codes---in the Foothill & HWY 69 proposed rezone for parcels at that intersection public resistance ranged from wanting no commercial at all there to not wanting it "yet", to being concerned that C2 will allow BIG Box store or deisel shop. In the case of the gas station at 69 and 169, people spoke against it because of traffic. And a great deal of objection was voiced about two roundabouts in/near that intersection. And that it would be impossible for pedestrians to cross there. Also- that it would negatively affect events at Mortimer Farms.

People want a grocery store, banking and such. but when they find out what each commercial code allows they start objecting to intensity. Right type of growth in the right place could be acceptable, maybe.

The fact that the past town attorney had trouble understanding the heirarchy in commercial zones and the related intensities shows me that an entrepenuer will have same problem and go elsewhere. I see our code as risky to businesses. And I believe that because it is confusing to residents they oppose commercial growth.

QX 5- what leadership assistance would be helpful?

Information about successful methods to use for a Main Street re- vitalization to build a sales tax base. We already have many lots on Main and on connecting streets that are zoned for commercial. Our commercial codes are not exclusively commercial and even single family residential uses are allowed. Suggestions? As this creates conflict and a duplex was quashed in 2018, possibly due to SFR owners objecting.

How do we overcome the stigma of two superfund sites? Do you have examples of successes we can model on? We are close to a reuse study on superfund. But residents are very vocal about persistant problems not being remedied. And say it isn't ready for re-use because serious issues have been ignored.

[REDACTED]. Solar power generation site and a state park have been suggested. People have told me they can't believe that the park would be safe. *And others.*

Is there any way to work around the "gift clause" that would allow town to improve private roads for evacuation use if funding is found? I have been told that when being done for public safety an expenditure for a private improvement is allowable. Suggestions?

ULI response

1. **Infrastructure should play an import role to the town as we will not attract commercial business without have the infrastructure to support it.**
Secondary ingress/egress from the Upper Blue Hills needs to be completed.
Completion of a new Town Hall by acquiring the necessary grant/loan funding.
2. **Complete the new town hall.**
Look at opportunities for commercial ventures without losing our rural atmosphere.
Develop a Chamber of Commerce.
3. **Complete secondary road exit from Upper Blue Hills (2 Years)**
Investigate deep wells or other water opportunities for the town (5 years)
Asphalt all town owned dirt roads. (5 years)
4. **There is a decision-making problem on the town council period, therefore nothing seems to get accomplished, just pushed down the road.**
5. **A new town manager well experienced in running a town and keeping the council on track and apprised of all issues that have developed or are developing in our town**
6. **We seem to have a problem getting residents/citizens to step up and volunteer for our committees. I don't know if there would be that much interest in the concept or not. I say it never hurts to try.**

From: [Mark & Judy Kerber](#)
To: [Tim Mattix](#)
Cc: [Ed Hanks](#); [CM Collins](#); [CM Brooks](#); [CM Hughes](#); [CM Lance](#); [CM Wendt](#); [CM McBrady](#); [Mayor Nolan](#); [Glen Blomgren](#)
[CM](#)
Subject: ULI Arizona preferences
Date: Tuesday, October 13, 2020 10:39:34 AM

Hey Tim! Good Morning!

I apologize for my tardiness in submitting my 'wish list' for the ULI speaker. As is the case with the cobbler's children always being barefoot, I am the accountant just barely skinning by to finish my taxes by Thursday!

Because I am so new to all this government stuff, I am always enthusiastic about attending educational speakers whenever possible. Below is a list of items that I would be interested in learning more about.

Real estate and infrastructure finance and grants, in reference to the Town purchasing land for community use, and working toward private-to-public road acquisitions and better (more) maintenance of existing roads.

I am also interested in learning the details, past and present, of the land use/sale activities at 69/169, if anyone could direct me to research materials please.

Economic Development in regard to strategic public-private partnerships and a 'slow and predictable' growth pattern. Going into huge debt is not an option. Keeping our rural atmosphere in the forefront of considerations is paramount.

Pressing issues: Retrofitting current Town Hall to accommodate in-person meetings of all types now that the WHO has indicated closing down is detrimental; alternate exit from Blue Hills; pressing forward in a time sensitive manner toward the completion of Town Hall (may involve in-person meetings to work quickly and efficiently); complete study of Town Ordinances and zoning laws to eliminate duplicates, contradictions, and outdated info (perhaps by an ad hoc committee?).

I am anxious to see the new census numbers. The last census showed more seniors living here than the Town gives attention to. Perhaps for long range consideration some of the community use projects could involve/attract active seniors, or thoughts toward 55+ communities in our zoning laws?

I am NOT anxious to see the Town use the 'Covid pandemic' and the perceived 'new normal' as an excuse to increase government regulations on individuals. What other Towns address for themselves should only slightly have an influence in how our Town plans. We need to

remember that we are a bunch of very independent folks willing to work for the common good only when our individual rights and responsibilities are not usurped.

Thanks for taking my comments!

Warm regards,
Judy L Kerber
928-899-2102



COUNCIL COMMUNICATION

Study Session Meeting Date: **November 10, 2020**

Agenda Item: **4.E.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Discussion and Council input on using The Dewey-Humboldt Newsletter (“Newsletter”) for outreach about items that will be considered by Council in the future.

Purpose:

This item is on tonight’s agenda for staff to present information on the impact to the CAARF and agenda process of using the Newsletter to pre-advertise Council Meeting items.

Background:

At the September 15, 2020, Council Meeting, Council directed staff to do further research on how pre-advertising Council Meeting items in the Town Newsletter would impact the CAARF and agenda processes.

CAARFs

As discussed September 15, the Town is unique in that the majority of its agenda items are driven by Council CAARFs, rather than by staff. Many other cities and towns make available a document listing future agenda items and the meeting date at which it is anticipated that the item will be considered. Cities and towns are able to do this as staff has been empowered to work on projects that align with Council-established policy. As a result, staff is able to plan presentations and discussions for future meetings.

Town Code § 30.105(C) states in part, “Agenda item requests shall be submitted using a “Council Agenda Action Request Form” as outlined in Council-approved policy. The Town Manager or Town Clerk **shall place the item on the next appropriate agenda.**” (emphasis added)

Due to this code provision, Councilmembers may submit CAARFs at any time and the item is added to the next applicable agenda. It should be noted that per Council Policy PG TC20-03, the submittal deadline for CAARFs is close of business on the Friday prior to agenda packets being distributed.

The deadline for submitting items for the following month’s Newsletter is the 10th of each month. Should Council wish to proceed, the deadline for submitting CAARFs would need to be changed to no later than close of business monthly on the 10th. As there is no guarantee that the Newsletter would be distributed earlier than the date of the first meeting of each month, staff would recommend that the CAARF be scheduled for either the Study Session or the second Regular Meeting, as appropriate for the item.

As an example, in order to place an item on either the December 8 Study Session or December 15 Regular Meeting, the CAARF would be due by close of business on Tuesday, November 10.

If Council wishes to proceed, staff recommends the following:

- 1) Ordinance amending Town Code § 30.105(C) to establish the authority for publishing CAARFs in the Newsletter before being placed on an agenda;
- 2) Creation of a new Town Council Policy that outlines the process and timelines for publishing agenda items in the Newsletter;
- 3) Amendment to Council Policy PG TC20-03 to reference the new Town Council Policy for CAARF timelines;
- 4) Staff review of existing Code and Policy documents to identify any conflicting provisions.

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329
Phone: 928-632-7362 | Fax: 928-632-7365
www.dhaz.gov

Due to the nature of CAARFs and the restriction on staff to not spend more than one hour of staff time, staff recommends that CAARFs would be listed with a meeting date only – no background information or additional staff time dedicated. Additionally, staff recommends that the submitting Councilmember's name not be printed in the Newsletter.

Agenda Process/Non-CAARF Agenda Items

The impact to the agenda process for Non-CAARF agenda items will be similar to that of CAARFs in that future agendas would need to be planned out well in advance. Council may wish to consider defining routine items, which would not need to be published in a Newsletter and may include items such as Intergovernmental Agreements. Additionally, Council may wish to consider defining the types of items that do need to be included in the Newsletter.

Defining items for the Newsletter as items “of community-wide concern” may not be sufficient. For example, on the October 6 Council Meeting agenda, two Intergovernmental Agreements were added late in the internal agenda process. Both of those items could have been construed as of “community-wide concern” as they are both to the benefit of the entire community.

Council may also wish to consider the impact of the future discussion pertaining to requiring two hearings for ordinances, which could have the effect of delaying consideration of items further than intended. For example, using the December Newsletter as a starting point, staff would need to know about the ordinance by November 10 to advertise it, hold the first hearing on December 15 and second hearing on January 5. If the item were something that would need to first go to the Planning and Zoning Advisory Commission (“P&Z”), it could be that the item is pushed even further as the December P&Z meeting is December 3, which may not be enough lead time. As a result, it could then be heard by P&Z in January, 2021, with first hearing on January 19 and second hearing on February 2.

If Council wishes to proceed with other agenda items, staff recommends that:

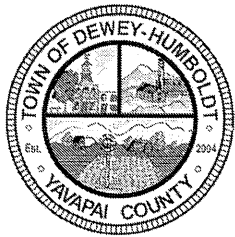
- 1) An ordinance be drafted that amends Town Code § 30.105 to:
 - a. Add a subsection establishing the authority for routine items to be placed on an agenda without being published in the Newsletter, with a reference to a new Town Council Policy;
 - b. Add a subsection establishing the authority for items that need to be published in the Newsletter before being placed on an agenda, with a reference to a new Town Council Policy;
- 2) Creation of a new Town Council Policy that defines routine items and items that need to be published in the Newsletter, and timelines for publishing agenda items in the Newsletter (taking into consideration Council and P&Z Meetings);
- 3) Staff review of existing Code and Policy documents to identify any conflicting provisions.

Financial Impact:

There are no financial impacts for tonight's discussion.

Attachments:

None.



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Phone 928-632-7362 • Fax 928-632-7365
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RECEIVED

SEP - 3 2020

Dewey-Humboldt

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: When available

Date of Request: SEPT 3 2020

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

Discuss town policy to use newsletter for outreach about future to WNV issues

Purpose and Background Information (Detail of requested action):

Staff Recommendation(s):

Budgeted Amount:

List All Attachments:

Type of Presentation:

Special Equipment Needed: Laptop Remote Microphone
 Overhead Projector Other:

Contact Person: LYNNE COLLINS

Note: Per Town Code §30.105(D): Any new item will be placed under "New Business" for the council to determine its disposition. It can be acted upon at that meeting, sent to staff for more work, sent to the appropriate board or commission, set for a work session or tabled for a future date, etc.

[Page intentionally left blank]



COUNCIL COMMUNICATION

Study Session Meeting Date: **November 10, 2020**

Agenda Item: **4.F.**

Submitted By: Edward L. Hanks, Jr., Town Manager

Subject:

Review and Council discussion of the information by recruitment firms for the Interim Town Manager position.

Purpose:

This item is on tonight's agenda for Council to review and discuss the information received by three recruitment firms for the Interim Town Manager position.

Background:

At the November 3, 2020, Council Meeting, Council directed staff to obtain information from three recruitment firms for the Interim Town Manager position.

Staff contacted the following three firms and requested additional information: Interim Public Management, KRW Associates and Municipal Solutions.

As of the date of the Council packet being distributed, staff received information from Interim Public Management, LLC and Municipal Solutions. KRW Associates did not yet respond.

Financial Impact:

The financial impact varies and is dependent on the recruitment firm selected by Council.

Attachments:

Information from Interim Public Management, LLC.

Information from Municipal Solutions. Section 3 (Pages 25-28) focuses on the Interim Manager position.

Staff will provide information from KRW Associates prior to the meeting if it is received.

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329
Phone: 928-632-7362 | Fax: 928-632-7365
www.dhaz.gov



Interim Public Management, LLC

16868 North Stoneridge Court

Fountain Hills, Arizona 85268

480.577.0949

tim@interimpublicmanagement.com

November 4, 2020

Tim Mattix, Town Clerk
Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329

Via electronic mail only: TimMattix@dhaz.gov

Dear Tim,

Thank you for reaching out to us. Interim Public Management (IPM) is happy to be able to provide services to the Town of Dewey-Humboldt. By retaining IPM under the terms of this letter to search for an Interim Town Manager the Town will receive the following services:

- Up to three confidential interim resumes provided by no later than 10 business days from the date of the signature of this letter in order to meet your preferred start date.
- Access to over 250 pre-qualified and vetted interim managers, department directors and Associates, all under confidentiality agreements; and
- Handling of all call-ins and external referrals of potential interims (which eliminates Town staff time and allows for a coordinated effort, background searches and vets potential candidates) and related contract administration.

IPM's retainer fee for the above services is \$1,500 payable by the Town on net 10-day payment terms, which will be credited to the Town should you choose an IPM Associate for interim services. For a period of 30 days after signing this letter and returning it to IPM, you agree that the Town will use IPM exclusively for this search.

If the Town wishes to retain IPM under these terms, please sign this letter below and email it to me by November 13, 2020. After that date, these terms will expire due to the time sensitive nature of the search. Although you are under no obligation to select any IPM Associates provided to you for interviews, a contracted interim search ensures a coordinated effort, reduces the Town's staff time, and increases the quality and speed of your interim interview process.

IPM appreciates the opportunity to serve the Town of Dewey-Humboldt as we have served many other nearby public entities such as Chino Valley, Cottonwood and Prescott Valley.

Kindest regards,

Timothy G. Pickering,
President and CEO

The Town of Dewey-Humboldt agrees with the above understanding.

By: _____
Terry Nolan, Mayor

Date _____

IPM Helps You Know Your True Employee Costs

Let's look at an example:

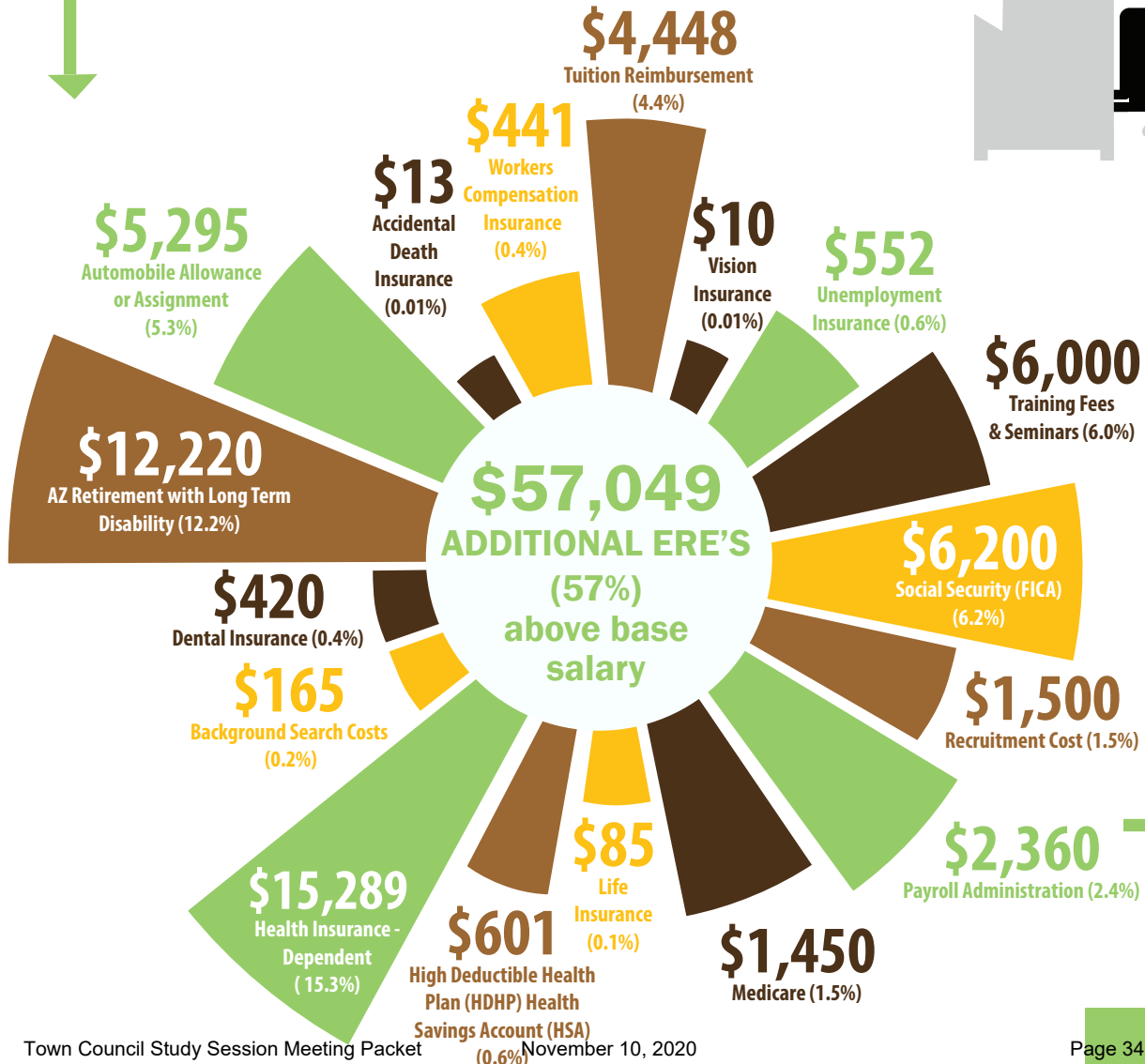
This is **Milo**,
an Arizona City/
County Employee



Milo's Gross
Salary is
\$100,000 annually
(\$1,923 weekly)

PLUS,

there are a variety of additional annualized Employee
Related Expenses (ERE's) attached to this position:



ALSO

→ We need to determine how many weeks Milo is available for municipal work.

52 weeks/year x 40 hours/week = 2,080 hours

- 11 holidays
- 10 vacation days
- 12 sick/personal days
- 9 training days



- 42 days (336 hours or 8.40 weeks) = 43.6 weeks of productive work



÷



\$3,602 PER PRODUCTIVE WEEK
IPM is competitive with this rate.



When we compare Milo's full burden cost each productive week to Milo's base salary, we see the additional cost to have Milo as an employee is

87.3% *higher than his base salary.*





INTERIM STAFFING & EXECUTIVE SEARCH SERVICES

Statement of Qualifications (SOQs) Proposal for *Town Manager*

Submitted: 4 November 2020



Prepared for:

Town of Dewey-Humboldt

P.O. Box 69 / 2735 South Highway 69, Suite 12
Humboldt, AZ 86329

Attn: Tim Mattix, Town Clerk & Beth Evans

Submitted by:

Municipal Solutions LLC

Local Government Services

875 S. Estrella Parkway # 5038

Goodyear (Phoenix), AZ, 85338

Phone: (623) 207-1309

Project Manager: David A. Evertsen, CEO & Principal



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5 November 2020

Town of Dewey-Humboldt

P.O. Box 69 / 2735 South Highway 69, Suite 12

Humboldt, AZ 86329

Attn: Tim Mattix, Town Clerk & Beth Evans

Statement of Qualifications (SOQs) & Scope of Work for Town Manager Interim and / or Executive Search Services

Mayor, Council and Mr. Matix:

I would like to thank you for the opportunity to assist you with an upcoming Town Manager vacancy. We appreciate the efforts you have already undertaken. We understand the extraordinary challenges the community is currently facing, and the desire to invest in a highly-successful, reliable and affordable recruitment process.

We are a US (Arizona)-based, international, multi-disciplinary, public-sector management consulting firm which specializes in *Efficiency, Technology and Safety*. Our consultant team of 120 practitioner-consultants have completed a comprehensive range of Audits, Studies, Plans and Trainings for government agencies. This makes us uniquely-qualified. We are your 'safe pair of hands'.

Our Executive Search / Interim Staffing Team is highly respected, and they use an effective and proven process which has aided more than 400 successful local government searches and interim placements:

- ✓ we consider the unique needs of your organization,
- ✓ we rely on a national network of 6,000 public administrators and 9,000 elected officials,
- ✓ we use a **3-part Recruiting Process** including both *manual* (personal) and *digital* (social media) methods system to attract candidates – including those not previously considering a change of venue,
- ✓ we developed **SmartCheck®** – a **4-level background investigation** process of social media / news archives, references, employment & education verification, and criminal / civil / financial records, and
- ✓ we attract incredible men, women and minorities who are a 'best fit' for and committed to your community.

Facilitated meetings. Council Planning sessions and consulting assignments include the following clients:

- *Avondale, Goodyear, Flagstaff, Florence, Fort Mojave Tribe, Fountain Hills, Gilbert, Guadalupe, Kingman, Queen Creek, Safford, San Carlos Apache Tribe, Scottsdale, Superior, Wickenburg, and Payson!!!*

Some of our City / Town Manager / Public Works Director / Finance Director searches and placements include:

- **Scottsdale, Buckeye, Chandler, El Mirage, Gilbert, Glendale, Payson, AZ, Blythe, California City, Desert Hot Springs, Madera, Coachella, CA; Wilson, AR; Norristown, PA; Danville, Loudon County, Prince William County, Roanoke, York County, and Winchester, VA; Portland, ME; Elmira, NY; Ankeny & Polk County, IA; Clay County, Miramar, Marco Island, Greenville Utilities, Union County, Fayetteville, NC; Sunnyside and Tacoma, WA; Matanuska-Susitna Borough, AK; Bellville, Corpus Christi, Lampasas & Port Arthur, TX; our list of +300 more is included.**

We are your safe pair of hands!

- **Client-friendly prices.** Our proposal also includes a unique, reduced price for multiple searches you may eventually need:

Multiple Search <i>reduced cost</i> *		
1 st search	2 nd search	3 rd search
\$22,500*	\$20,500* (-\$2,000)	\$18,500 (-\$4,000)

- **You may hire our Interim.** Should you like our Interim and desire for him or her to become permanent member of your management team, you may hire our interim. This has the opportunity to save you \$1,000s and months of time foregoing an executive search. No other firm offers this option. Our Interim Services provides one unique option:

The following Statement of Qualifications and Draft Scope of Work includes information on our **Executive Search Services**. A multiple-search option with a 10-15% reduced cost has also been included. Feel free to contact me personally at (623) 207-1309 with any questions or suggested alterations.

PS: We would be happy to join your Council Meeting this Monday to discuss the proposal and answer questions.

Thank you kindly,



David Evertsen, CEO & Principal (5th-generation Arizona native)
Municipal Solutions, LLC

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Section I – Overview of the Firm

Our team is one of the most successful and reliable local government consultancies in the United States. We use simple, straightforward and foolproof processes which have successfully improved 100s of cities throughout the United States.

Origins



Municipal Solutions was founded in Phoenix, Arizona in 2003 to provide a modern, practical and affordable alternative to typical consulting options. Our initial focus was on small local governments. When the demand for our services grew beyond our capacity, Municipal Solutions became a *‘collaborative consultancy’* to form an innovative team of practitioners who really understands the unique needs of communities – with a toolbox of best practices just for you. Over 16 years, Municipal Solutions has become a multi-disciplinary, *international* public-sector management consulting firm which specializes in **Efficiency**, **Technology** and **Safety**. This three-pronged focus allows our team of 160 practitioner-consultants to provide a variety of services illustrated below.

Efficiency	Technology	Safety
<p style="text-align: center;">ACCOUNTING & FINANCE</p> <ul style="list-style-type: none"> Impact Fees Asset Management Budget Preparation Capital Improvement Programs Financial Reports & Procedures 	<p style="text-align: center;">COMMUNICATION</p> <ul style="list-style-type: none"> Cable TV Franchises Broadband Strategic Plans Infrastructure Assessments Wireless Tower Agreements Communications Master Plans Municipal Fiber, Wi-Fi & WiMAX 	<p style="text-align: center;">EMERGENCY / RISK MGMT</p> <ul style="list-style-type: none"> Communications Interoperability Response Training & Recovery Emergency Operations Plans Operations Assessments Training & Exercises Risks Assessments
<p style="text-align: center;">HUMAN RESOURCES</p> <ul style="list-style-type: none"> Operations Audits Collective Bargaining Background & Reference Checks Executive Search & Interim Staffing Classification & Compensation Studies Training: <i>Customer Service</i> Training: <i>Leadership</i> 	<p style="text-align: center;">ECONOMIC DEVELOPMENT</p> <ul style="list-style-type: none"> Economic / Demographic Studies Infrastructure Assessments Public-Private Partnerships Stakeholder Summits Statistical Surveys Strategic Planning SWOT Analysis 	<p style="text-align: center;">PLANNING & ENGINEERING</p> <ul style="list-style-type: none"> Codes, Standards & Procedures Annexation / Development Analysis Engineering Plans & Plans Review Zoning Classification Systems General Plan Amendments Fiscal Impact Analysis Strategic Planning

Because of our three areas of expertise – we are able to provide a unique approach to problems facing local governments. The standard ‘consulting as usual’ model is dead.

Since 2003, our **Local Government Consulting** division has helped more than 500 local governments, provincial governments and national government agencies save more than \$351,109,000 through comprehensive organizational assessments, careful analysis, prudent recommendations and effective implementation. Through our efforts, more than 300 local and national government clients have realized greater revenue collections, reduced fraud and improved public access to public services.

Consultant Team Structure

Our 'collaborative consultancy' model provides you with a unique combination of talents, insights and technical skills regarding best practices on a local and national perspective. Our origins in Arizona expanded to 42 states and then to 13 countries – thanks the help of 160 public sector-practitioners provided real-world solutions to public management problems.

*An
experienced,
safe pair of
hands!*



Our consultants have served more than 400 local governments in the United States and 40 countries – altogether, our consultants and have provided solutions to 1,000s of local government officials all over the world including Afghanistan, Bangladesh, Bosnia, Egypt, Indonesia, Iraq, Italy, Jordan, Kenya, Libya, Myanmar (Burma), Sri Lanka, Turks & Caicos, Trinidad & Tobago, and the United Kingdom to name a few.

David Evertsen, CEO & Principal personally oversees all consulting projects managed by teams of Senior Associates and Senior Analysts hand-picked and assigned on a 'best fit' basis for each project.

Ethos & Attributes

Below are some key attributes about our services and results:

➤ **Quality and Client Satisfaction**

We are selective with new assignments. When we dedicate ourselves to a client, we dedicate ourselves to getting the job done correctly. Because all of our key people are former public-sector administrators, we aim to deliver on time and on budget. We perform the comprehensive background investigations and we offer the best warranty (2-years) in the business.

➤ **Completion of Projects within Budget**

We are proud of our record of completing searches within budget. When we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what unforeseen circumstances may develop. We have never asked a search client for additional fees - even if we were entitled to do so.

➤ **High-quality Reputation**

We have an outstanding reputation and commitment to quality and value. Our work is not done until the client is satisfied. That means we go the extra mile and expend extensive effort and energy to provide the client with expected satisfaction. We do not ask the client for additional fees. Rather, we accept these situations as part of our cost of doing business. We believe that once a contract is signed, we have an obligation to fulfill its requirements excellently and within the budgeted amount.

➤ **Completion of Projects on Schedule**

We routinely complete our assignments in 60 to 90 days. Further, since we began performing recruitments, we have never missed a project milestone.

➤ **Search Completion & Interim Placement Record**

In every case for which we have been selected to perform a senior executive search and interim placement, the search or placement has been completed and the client has selected from one of our recommended candidates. We have never been fired before a search was completed. Many of our Interims have been hired to fill permanent roles.

➤ **Diversity**

Municipal Solutions has extensive contacts with more than 10,000 public sector professional individuals and organizations – many of whom represent women and minorities. As a result, are thus able to identify and bring a diverse group of finalists to the Town.

➤ **Prior Names and Litigation**

Municipal Solutions has never been involved in any litigation in the United States, except to testify as an expert witness on behalf of one of the parties. Our company has always operated under its current name. Our performance has never been questioned to the point that legal action resulted.

➤ **Insurance**

To protect our clients, Municipal Solutions maintains the following insurance coverages: (1) General Liability insurance of \$2 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) Automobile Liability insurance of \$1 million per accident, and (3) Professional Liability insurance of \$2 million per occurrence. We are not typically subject to the requirements for workers compensation and employer liability insurance. If required by the client, and if it is available to us, we will obtain these two coverages prior to contract execution.

Executive Recruitment & Interim Management Team

Our Executive Search and Interim Services team is highly specialized.

Each of our Executive Search Team brings a uniquely local government skill set and a refreshingly creative perspective to the search process. Municipal Solutions consultants are among the best and brightest Public Administrators in the United States. Our collaborative-consultant network of 100s of highly-qualified public administrators assures each and every client familiarity and sensitivity to local & regional issues with a toolbox of resources available to assist at every level of government.

David Evertsen - Principal consultant to +5,000 public servants in the US and Globally.

Sean Baenziger - has assisted +50 executive searches nationally, including several searches in Virginia.

Kaylynne McDougal & Kathryn Knutsen have conducted 1000s of candidate evaluations & background / reference / employment checks including Law Enforcement recruitments.

Taylor Greenwell, Gail & Alan Larsen – conduct interviews and assembles candidate background reports.

Our **Executive Search** consultants have conducted more than 400 public and private-sector searches for clients in twenty-three states. The basic approach we have presented in the Scope of Services section of this document. It has been refined over the years to the point where it is problem-free. *Key personnel that will be utilized in this project are listed below.*

**David A. Evertsen, CEO & Principal
Recruitment Manager**

Mr. Evertsen has been recognized nationwide for his ability to "make significant contributions while facing difficult constraints," and has repeatedly positioned agencies and staff to handle tremendous and possible unanticipated change, due in part to knowing "how to get the job done, through analysis, vision, and successful collaboration of skilled resources." He is an accomplished public speaker in local, national and international settings.



Mr. Evertsen has successfully managed 1,000's of consultants, trained more than 14,000 civil servants while managing more than 300 consulting projects on 4 continents in the past 20 years – including design and facilitation of more than 100 organizational development and strategic planning workshops and trainings. His professional experience includes: Arbitrator, Facilitator, Negotiator, Commercial, Industrial and Residential Developments, Recruiter, Government Relations, Statistician, Data Modeler, Emergency Management Planner, Urban Planner, Master Trainer, Chief Executive, Chief of Party, Team Leader, Public Speaker and advisor to Governors, Senators and Congressmen.

He has personally managed more than 200 client Human Resource projects which include:

- ❑ **Executive Searches & Interim Placements** for Blythe, California City, Desert Hot Springs, Madera, and Coachella, CA; El Mirage, Goodyear, Scottsdale, and Glendale, AZ; Bellville, Edinburg, Lampasas, Port Arthur, TX; Largo, St Cloud, Daytona Beach, FL; Wilson, AK; Hanover, NH; Norristown, PA.
- ❑ **Organizational Development & Change Management** for the Cities of Covington, KY, Beachwood, OH; Syracuse, UT; Sitka, AK; Fort Collins, CO; Arkansas City, KS; Delray Beach, FL; Clearfield, UT; Daytona Beach, FL; Delray Beach, FL; Parkland, FL; Tequesta, FL; Jupiter Island, FL; and La Habra Heights, CA.
- ❑ **Personnel Compensation, Classification and Restructure** for the cities of La Habra Heights, CA; Nogales, Guadalupe & Safford, AZ; Gallup, NM; Pleasant View & Harrisville, UT; Shawnee, OK; Elko, NV; Huron, SD; Walker, MI.
- ❑ **Diplomatic Missions & International Development** in for local, provincial and national governments in Afghanistan, Bangladesh, Bosnia, Iraq, Lebanon, Libya, Tunisia and Myanmar (Burma).
- ❑ **Strategic Planning** work for Avondale, AZ; Sitka, AK; Hurricane, UT; Mesquite, NV; Goodyear, AZ; Queen Creek, AZ; Buckeye, AZ; Flagstaff, AZ; and local and national governments in Bangladesh, Bosnia, Lebanon, Afghanistan, Libya and Iraq.

His four degrees include a Master's in Public Administration (University of Kansas); Masters of Urban & Regional Planning (University of Kansas); Bachelor's in Political Science (Weber State University); and Associates Degree in Business from Ricks College (now BYU Idaho).

Sean Baenziger, Senior Associate
Deputy Project Manager

Mr. Baenziger has worked with more than cities and towns on recruitments throughout the United States. He is highly effective in his interpersonal communications and understands what it takes to manage client expectations effectively. With his expertise in municipal government Executive Search, Mr. Baenziger has been called upon to assist in meeting with City Managers and Senior Staff, to understand the needs of the client, and to develop high-quality Position Descriptions which we use for marketing and advertising for the position. Because of his efforts, Mr. Baenziger has been a highly-valued member of the Municipal Solutions Recruitment Team.



Mr. Baenziger brings a strong background in research and analysis to Municipal Solutions. As a former Firefighter Paramedic and current Licensed Psychotherapist, he has ten years of experience working with state and local governments through public and private sector organizations. Since joining Municipal Solutions in 2002, his incisive ability to promptly get to the heart of a problem and accurately assess the facts have led him to quickly become the firm's background check guru. His experience and training allow him to rapidly determine which candidates are the 'right- fit' for your organization.

Mr. Baenziger has been involved as a background specialist in virtually every search Municipal Solutions has conducted. Some of his current and former executive search work history includes:

- ❑ **Executive Searches & Interim Placements** for Buckeye, Chandler, Scottsdale, AZ; Corpus Christi, Clay County, Miramar, Marco Island, Miami, Daytona Beach, Surfside, Lake Worth, Sewall's Point, FL; + 40; **Prince William County, VA; Roanoke, VA; York County, VA; Winchester, VA;** Portland, ME; Elmira, NY; Ankeny, IA; Polk County, IA; Union County, NC; Sunnyside, WA; Norristown, PA; Fayetteville, NC; Tacoma, WA; Matanuska-Susitna Borough, AK (listing only a few of +100).

As noted, the majority of Mr. Baenziger's work has come in the form of background examinations with the firm. Due to his extensive psychological training, he is quickly able to assess candidates' personalities and styles and determine if there are concerns in their past as well as if the candidates would be a good fit for Municipal Solutions' clients. In the past Mr. Baenziger has served in a variety of municipal capacities such as being a consultant for several private sector agencies with contracts with the State of Utah's Division of Child and Family Services, as well as playing a principal role in the revision of North Port Fire Rescue District's Infection Control Plan.

Mr. Baenziger obtained his Bachelor's Degree in Psychology from Brigham Young University, a Master's Degree in Social Work from the University of Utah, and an MBA from Brigham Young University. He is a certified Firefighter/Paramedic in both Florida and Utah. He currently resides in Chandler, AZ.

Kathryn Knutsen & Kay Lynne McDougal, Senior Analysts
Interviews, Backgrounds & Report Assembly

Ms. Knutson's prior employment includes stints with Palm Beach County's Department of Building, Planning, and Zoning, and with the County Health and Rehabilitative Services. She also worked with the State of Florida's Department of Corrections and with the State's Department of Employment Services. She was involved with a number of private and non-profit concerns, such as the Visiting Nurses Association and Oakwood Mental Health Center of the Palm Beaches. She has an Associate's Degree in Business Education from West Georgia College in Carrollton, Georgia and currently Kathryn resides in Oneida County, WI.



Ms. Knutson has been involved in 100s of personnel projects and executive searches including:

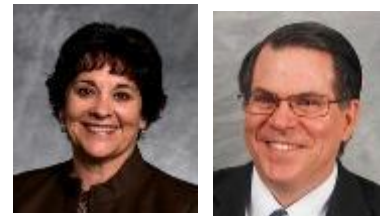
- ❑ **Executive Searches & Interim Placements** for Buckeye, Chandler, Scottsdale, AZ; Corpus Christi, TX; Coral Gables, Cape Coral, Clay County, Miramar, Marco Island, Miami, Daytona Beach, Surfside, Lake Worth, Sewall's Point, FL; **Leesburg, Prince William County, Roanoke, York County and Winchester, VA;** Portland, ME; Elmira, NY; Ankeny, & Polk County, IA; Greensboro, Fayetteville, Monroe and Union County, NC; Sunnyside, WA; Norristown, PA; Fayetteville, NC; Tacoma, WA; Matanuska-Susitna Borough, AK; Albany, DeKalb Co. & Doraville, GA.

Mrs. McDougal served 18 years as the Executive Director of the Ogden Surgical-Medical Society, the Weber County Medical Society and the Davis County Medical Society, coordinating and presenting the CME Conferences (Continuing Medical Education) for over 500 area physicians. She has been the Office Manager for the Radiology Department at McKay-Dee Hospital Center in Ogden, UT, the Front Office Manager for the Bayshore Association Management Company in Port St. Lucie, FL., and a real estate agent for Coldwell-Banker in Port St. Lucie, FL.

She has participated in dozens of Compensation Studies and Executive Searches and has conducted nearly 1000 resume evaluations, 100s of interviews and background research of candidates clients including Norristown, PA; Largo, FL; Port Arthur, TX; Wilson City, AR; Bellville, TX; Tecumseh, OK; Jupiter Island, FL; Gallup, NM and more. She is a Cancer (Leukemia) survivor.

Alan & Gale Larson, Senior Analysts
Interviews, Backgrounds & Report Assembly

Mr. Alan Larson was VP of Field Operations for Larson Fruit Company in Selah, WA as where he managed a budget in excess of 1M for five separate companies. The management team he built increased profit continuously for five years and he enjoyed his responsibilities with training and with safety of 1000+ employees. He has a Bachelor's degree from Brigham Young University and a Masters of Public Administration and is the Manager of Business Operations at the Culinary Support Center at BYU.



Mrs. Larson has worked as an Administrative Assistant to five engineers in the software industry in Utah, and is currently an Academic Advisor in the College of Life Sciences at Brigham Young University where she works with university students. She holds the Master of Public Administration from BYU and works side-by-side with her husband on academic and service projects with the skills acquired from their matching Master's degrees.

This husband & wife team serves as Senior *Analysts* in the review and assembling of job descriptions, salary and compensation research, and report assemblage.

Other Consultants

Municipal Solutions has 160 active consultants in a variety of subject-matter areas which will be called into service when we need them. This includes IT / Communications, Police, Fire, Schools, Utilities, and other service areas. We also have a cache of Analysts and Senior Analysts who are on-call should we need them.

Extensive bios and client references can be reviewed on our website at <http://www.municipalsolutions.org>

Similar Projects

Over the past 16 years, we have helped 100s of local governments, provincial governments, school districts and national government agencies save \$ millions through Compensation Studies, Organizational Efficiency Audits, Policy Manual revisions, Organizational Structure Realignment and Process Mapping. In addition to the cost savings, our clients have realized greater revenue collections, reduced fraud & improved public access to public services.

Supplement B contains a list of similar projects completed in the past 7 years including projects in Arizona.

2020	
Finance Director <i>City of Odessa, TX (pop 120,586)</i>	Human Resources Director <i>City of Odessa, TX (pop 120,586)</i>
Chief of Police <i>City of Fort Lauderdale, FL (pop.183,600)</i>	IT Director <i>Collier County, FL (pop.384,900)</i>
2019	
County Sheriff (appointed) Cuyahoga County, OH (pop 1,250,000) <i>Interim Financial Services Manager, Madera, CA (pop.66,508)</i>	Town Manager Search Workshop City of Payson, AZ <i>Interim Director of Financial Services, Madera, CA (pop.66,508)</i>
<i>Interim Finance Dir, St Cloud, FL (pop. 48,000)</i>	<i>Interim City Mgr., Madera, CA (pop.66,508)</i>
Director of Finance, <i>Corpus Christi, TX (pop 325,000)</i>	Director of Information Technology, <i>Grenville Utilities Commission (pop 92,000)</i>
2018	
Interim Finance Dir, Bellville, TX (pop. 4,500)	<i>Interim City Mgr., California City, CA (pop.13,707)</i>
Interim Mgr. of Law Enforcement Operations, Murray County, MN (pop. 8,413)	<i>Interim Assistant to the City Manager, El Mirage, AZ (pop. 35,043)</i>
Finance Director, Norristown, PA (pop. 34,370)	<i>Fire Chief, El Mirage, AZ (pop. 35,043)</i>
<i>City Manager, El Mirage, AZ (pop. 35,043)</i>	<i>Police Chief, El Mirage, AZ (pop. 35,043)</i>
<i>City Manager, City of Blythe, CA (pop. 19,693)</i>	
2017	
Interim Finance Dir., St. Cloud, FL (pop. 48k)	Finance Director, St. Cloud, FL (pop. 48,000)
Interim Community Development Director City of Desert Hot Springs, CA (pop. 27,900)	City Manager / Economic Development Director Wilson City / Town of Wilson, AR, (pop.850)
Economic Development Director, City of Covington, KY (pop 41,000)	Chief Financial Officer (CFO), City of Decatur, AL (pop 55,800)
Interim Public Works Director, City of Coachella, CA (pop 43,092)	Interim Sr. Planner, Desert Hot Springs, CA (pop. 27,900)
City Manager & Finance Director, Covington, KY (pop 41,000)	Economic Development Director, City of Covington, KY (pop 41,000)
2016	
HR Director, Port Arthur, TX (pop. 53,818)	Public Works Director, Salina, KS, (pop. 47,707)
Public Information Officer, Port Arthur, TX (pop. 53,818)	Director of Building Inspection & Code Enforcement, Port Arthur, TX (pop. 53,818)
<i>Interim Finance Director, City of Madera, CA (pop. 64,444)</i>	

2015	
City Manager, Roanoke, VA (pop. 98,465)	County Administrator, York., VA (pop 66,269)
City Manager, Winchester, VA (pop. 27,276)	City Manager, Norwich, CT (pop. 40,347)
City Manager, Indianola, IA (pop. 15,108)	Public Works Dir, Norristown, PA (pop.34,370)
2014	
Fire Chief, Town of Hanover, NH (pop. 11,260)	City Manager, Monroe, NC (population 33,500)
City Manager, Ankeny, IA (pop. 45,600)	Village Manager, Bal Harbour, FL (pop. 3,300)
County Admin., Clackamas, Co.,OR (pop. 383,900)	City Manager, Elmira, NY (pop. 29,200)
Treasurer, Miami, FL (pop. 408,000)	CEO/Borough Admin, Bal Harbour, FL (pop. 3,300)
2013	
County Admin, Okaloosa, FL (pop. 183,500)	City Manager, Doraville, GA (pop. 8,500)
Director, Engineering, Public Works and Utilities, Hallandale Beach, FL (pop. 39,000)	Watershed Mgmt. Dir, DeKalb Co., GA (pop 691,900)
City Manager, Scottsdale, AZ (pop. 217,400)	HR Director, Cape Coral, FL (pop. 154,300)

Sample News Media

We are accustomed to working in an environment where corresponding to and working with the media is essential. Below are links to some of our more recent new articles.



Arizona city's exit from Coyotes arena deal is positive – Moody's: Reuters

- <https://uk.reuters.com/article/usa-arizona-glendale/arizona-citys-exit-from-coyotes-arena-deal-is-positive-moodys-idUKL1N0Z200F20150616>

National challenges finding Finance Directors: Municipal Finance Today

- <http://www.munifinancetoday.com/news/hr-best-practices/municipalities-face-challenges-replacing-finance-officers-82-1.html>

Our review of 25 Eastern US Emergency Response Plans: Pocono Record

- <http://www.poconorecord.com/apps/pbcs.dll/article?AID=/20131027/NEWS/310270314/-1/NEWS16>
- <http://www.poconorecord.com/assets/jpg/PR16531026.JPG>

Peoria's Entertainment District: Arizona Republic

- <http://www.azcentral.com/community/peoria/articles/20140311peoria-step-toward-p83-entertainment-district.html>

Avondale's \$800K development incentives: Arizona Republic

- <http://www.azcentral.com/community/swvalley/articles/20130509k-entertainmentcenter-investment-worth-it-avondale-says.html>

Buckeye's name change: Arizona Republic

- <http://www.azcentral.com/community/swvalley/articles/20130930former-cow-town-buckeye-seeks-city-status.html>

Work Samples

While we follow a standard format and process, each client project is unique. Rather than provide a full copy of a Management Plan in this proposal, we have provided the links below to allow you to better examine the work quality in detail. Below are links to few samples of Studies and Report.

BROADBAND, FIBER & WIRELESS TOWER AGREEMENTS

- **Infrastructure Assessment & Strategic Plan** (Goodyear, AZ)
<https://app.box.com/s/7zlo12v9tn8jlk7ggm0dfj8i8e5ce2ne>
- **Infrastructure Assessment & Strategic Plan** (Flagstaff, AZ)
<https://app.box.com/s/qmer54q1dq8pfasesvr1xmr0447ztqeo>
- **Verizon Tower Proposal** (Maricopa, AZ)
<https://app.box.com/s/2sets63mqfrs6qqefqswnj8e3as4kleh>

COMPENSATION & CLASSIF., ORG STRUCTURE, JOB DESCRIPTIONS & POLICIES

- **Admin, Police, Fire, Planning, Finance, IT, Public Works** (Huron, SD)
<https://app.box.com/s/q3i1l8asl2rvmozxd2dg5lzdxcuuldjfn>
- **Admin, Finance, Fire, Police, Planning, Utilities** (Pleasant Grove, UT)
<https://app.box.com/s/kcnha5sh984ihdpqfyie36td30ysgqtn>
- **Salary & Benefits All Departments** (Shawnee, OK)
<https://app.box.com/s/xbs6v38uveh9umxmkych6856j0kj5pqn>

EFFICIENCY STUDIES & OPERATIONS AUDITS

- **IT, Finance & Procurement** (Daytona Beach, FL)
<https://app.box.com/s/98jfk5gur3qlh4fszucjmbic84zt5v53>
- **Fire, Police, Fleet, IT, Risk Management, Planning** (Delray Beach, FL)
<https://app.box.com/s/n3is3gcre7r9cytc1pn89pnpvdx3opwy>
- **Fire, Police, Fleet, IT, Finance, Planning, Legal & more** (Arkansas City, KS)
<https://app.box.com/s/cpvqk547hygrz9xuivqo>

CONSOLIDATION & PRIVATIZATION

- **Public Works, Parks, Streets** (Parkland, FL)
<https://app.box.com/s/0tbdpo27ctg3p1osrfd>

CUSTOMER SERVICE

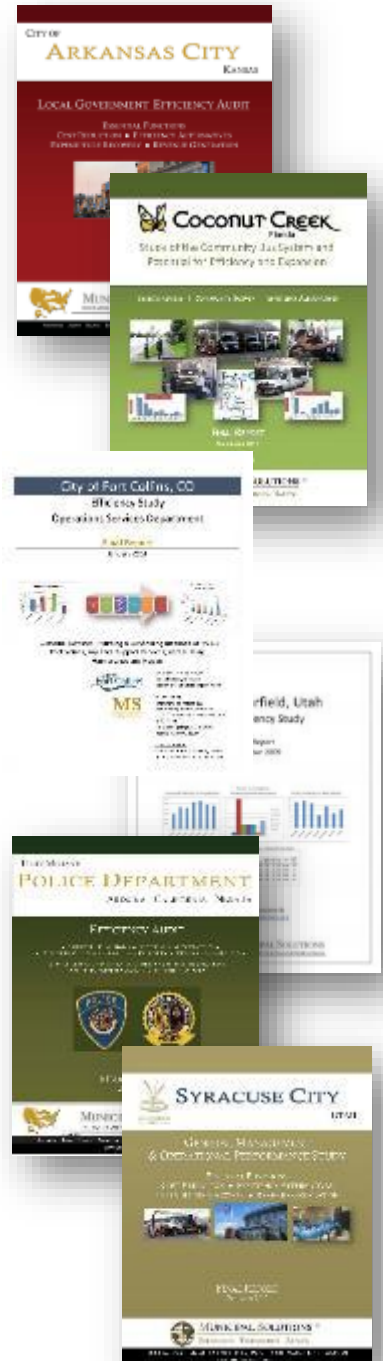
- **Community Survey of Municipal Services** (Arkansas City, KS)
<https://app.box.com/s/cpvqk547hygrz9xuivqo>

FLEET MANAGEMENT & PUBLIC TRANSPORTATION

- **Fleet Management Study** (Clearfield, UT)
<https://app.box.com/s/dfgnd7fg39b9aj94d0uclzu7rjqq45nt>
- **Public Transportation Study** (Coconut Creek, FL)
<https://app.box.com/s/bhbv3seh6j4g204ya4vpddlfs5v75zvz>
- **Operations & Maintenance** (Fort Collins, CO)
<https://app.box.com/s/jtxd2zcize55dlf5o20b>

FRANCHISE AUDITS & RIGHT OF WAY STANDARDS

- **Cable TV Audit & Inspection Report** (Kingman, AZ)
<https://app.box.com/s/xseb4kmip0lfiwvk96dr5qb2dxqjnpn8>
- **Pole Attachment Fees Audit & Recovery** (Safford, AZ) (confidential, contact us)
- **23 Franchise Agreements Cable TV Franchises & Right of Way Standards** (confidential, contact us)



Section 2 – Executive Search Option

Below is a *summary* description the scope of work detailed in this proposal that Municipal Solutions, LLC will deliver including the costs and timeline for expected delivery. It is recommended that the proposal is read and considered in its entirety.

Objectives

This project will be the mechanism for attracting, evaluating, screening, recommending, interviewing and on-boarding high-quality candidates through a well-established, successful Interim Management process or Executive Search process. Our work will shape the efficient management, culture and effectiveness of municipal operations for future years.

Municipal Solutions LLC will conduct a dynamic national recruitment, review all candidate credentials, examine their work experience, explore their media and social media history, interview a wide-variety of professional references, conduct comprehensive civil and criminal background checks, sharing these findings with Town administration and proposing candidates who will likely provide the town, staff and community with the best possible leadership potential.

Details are provided in the pages following this section.

Goals of this Project

- ✓ Attract, Recruit and Retain a high-quality pool of candidates for consideration by the Town to serve as the Town's next *Town Manager*.

To accomplish this primary goal, we will perform the following services:

- ✓ Client-Consultant conference interviews w/ Town Executive staff to understand expectations for the recruitment and the future *Town Manager*.
- ✓ Gather information for, prepare, and publish a **10-page color Recruitment Profile** which provides a comprehensive view of the Town, various organizations, accomplishments, challenges and opportunities in a positive, honest light.
- ✓ Conduct a **3-Part Dynamic Recruitment** utilizing our national professional network and electronic media.
- ✓ Complete **SmartCheck® a 4-Level Digital and Manual Background Screening Process** examining (1) Pre-screening, (2) internet & social media & news archives, (4) reference interviews, and (5) Comprehensive Background (Education and Employment verification, Civil, Criminal and Financial Investigations).
- ✓ Assist in **Finalist Selection and Interview Support**
- ✓ Candidate transition, on-boarding, and continued assistance.

Scope of Work

The following methodology has been refined over the past 16 years and now is virtually foolproof. We will modify it to integrate your ideas into the process. Our goal is to ensure you have the right people to interview as well as the information you need to make the right decision. Below is our standard 90-day recruitment process.

Pre-Activity: Workshop Facilitation (completed)

Activity 1 – Client – Consultant Interviews

An important part of the recruiter's work is selling the community to the very best candidates (including those that are not actively looking for the next job) while also providing an accurate portrayal of the community and the opportunity. The principal objective of this conference is to determine the needs of the client and the characteristics of the ideal candidate.

Client & Consultant Conference

As the position is a Senior Executive position, our consultants would benefit from personal interviews with other members of the Management Team, Elected Officials and a few community stakeholders as might be appropriate to better understand their understanding of the nature of the position, its duties and responsibilities and what characteristics, skills and attributes will be important for this position. It is also important to understand how the next *Town Manager* will be judged and how performance will be evaluated. Determining the characteristics of the ideal candidate – such as experience, longevity, education, personality, demeanor, management style, and achievements as well as other items considered important.

Our process includes:

- Compile background information from the jurisdiction's website and other sources,
- Interview the Mayor, Town Council & Department Heads as appropriate,
- Attend a Town Council meeting (if possible),
- Discuss and determine:
 - the characteristics of the ideal candidate (*experience, longevity, education, personality, demeanor, management style, achievements, etc.*),
 - evaluation and performance criteria,
 - a competitive compensation package,
 - the recruitment timeline including interview dates,
 - selection criteria and evaluation formats.

Activity 1 - Needs Assessment

Client & Consultant Conference
Characteristics & Timeline

Activity 2 – Job Profile & Recruitment

Position Profile / Recruiting Materials
3-part *Dynamic* Recruiting

Activity 3 – 4-level Screening Process

Level 4 Background Check
Consultant Reports

Activity 4 – Selection & Interviews

Finalist Selection & Notification
Candidate Assessment / Interview Process
Debriefing and Selection

Activity 5 – Transition Assistance

On-Boarding & Additional Services



If the job description needs to be updated, or is compensation has not been set or updated, this is a good time to make sure to remove any final obstacles which might be an obstacle to attracting the right candidates. If necessary, our consultants will review these materials and recommend reasonable changes.

The other objective of this conference is to finalize the recruitment timeline so candidates can mark their calendars well in advance and will be available when the elected officials wish to conduct the interviews. Consultant and client will work together to establish a solid recruitment timeline.

Activity 2 – Job Profile & 3-part Dynamic Recruiting

Position Profile / Recruiting Materials

Consultants will develop a high-quality, relevant, color position description is probably the single-most constituting factor to recruitment success. Because we want to attract highly-qualified candidates from an existing position as well as in-transition professionals, the profile must speak to them.

Consultants will combine the information obtained in the initial Workshop and Client Conferences with the background information from the jurisdiction's website and other sources to create a profile which includes: *Community Background, Form of Government, Longevity of Department Heads and Elected Officials, Accomplishments, Challenges / Opportunities and Amenities and Qualifications*

In summary, consultants will:

- Develop a draft comprehensive, full-color Recruitment Profile,
- Provide the draft for your review and comment,
- Incorporate your recommended suggestions into the final document; and
- Prepare for national distribution. See Appendix for more samples.

Dynamic Recruiting

Dynamic Recruiting involves three (3) elements:

1. Active Pursuit. The best approach is diligent, personal outreach. Consultants will begin searching for and identifying potential candidates locally and regionally who appear qualified for the position (particularly those not actively seeking a new job), and encouraging them to apply.
2. Professional Networking. Consultants will E-mail the advertisement to our professional network of 20,000 public administrators and encourage them to apply and / or share the opportunity.
3. Digital Media. Consultants will distribute the advertisement and recruitment materials through state and national sources including industry publications & partner websites to reach more than 40,000 views. We will also use our social media tools including LinkedIn and Facebook to reach more than 5,000 direct connections.



Activity 3 – 4-level Background Screening Process

Level 1 – Initial Candidate Pre-screening

Consultants will carefully review each resume and cover letter, putting all relevant detail into a table for easy reference. The table becomes a quick-reference of all candidates' qualifications, education and experience and maintains accurate recordkeeping of the evaluation process.

Screening Interview (phone or video). Our recruitment team will personally interview each of these candidates using GoToMeeting or by telephone. Using what we learned in Phase I of the project and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether or not to consider them further.

Once we've evaluated the information we have gathered, we will present the strongest candidates to the Town for its consideration. Selecting strong candidates is both *art* and *science*. Qualifications important factors for consideration, but other important factors include 'good fit' and 'commitment' to the community.

Consultant Report #1. This report will contain the list of top candidates with copies of their resumes, cover letters and our recommendations for Level 2 consideration. A Town -Consultant video conference should conclude with agreement on 10-12 candidates to proceed for further investigation.

Level 2 - Internet, Social Media and Newspaper Archives

We require all candidates to sign an **Acknowledgement and Release Form** granting us permission to begin the background investigation.

Virtually every local newspaper and has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. While these articles don't always tell the 'whole story', these articles can also provide valuable insights into the candidate's relationship with the public and the elected officials. Of course, not all news sources are unbiased and we consider that in our evaluation.



Once a first-round of 12-15 potential candidates have been identified, consultants conduct a comprehensive internet search of Social Media (Facebook, Twitter, Google Plus, Instagram, LinkedIn and News Archives others for any information regarding each candidate.

Consultant Report #2. This *updated* report will be provided to the City for each of the selected candidates, with the results of the Level 2 background work. A Town -Consultant video conference should conclude with agreement on 10-12 candidates to proceed for further investigation.

Level 3 - Reference Interviews & Writing Samples.

Reference Interviews. We will ask each of the 6-8 *second round* candidates to provide a list / variety of references including current and former elected officials, media, subordinates, and co-workers who will be interviewed by our consultants. References might also include the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, and others who know the candidate. We tell the candidate with whom we wish to speak. We also attempt to contact some individuals who are not on the candidate's list. We prefer a minimum of 6, preferably 8 to 10 interviews per candidate. The expectation is to arrive at 4-6 *Finalist Candidates*



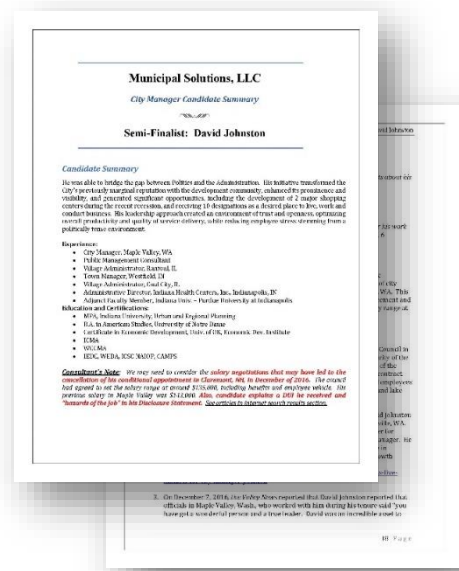
Written Introduction / Writing Sample. We will ask each of the 6-8 *second round* candidates to complete a 6-page, pre-formed written introduction describing who they are and their background / experience. This also allows the recruitment team to further evaluate their writing capabilities, their ability to use technology, and commitment to the process.

Consultant Report #3. This *updated* report will be provided to the City for each of the selected candidates, with the results of the Level 3 background work. A Town -Consultant video conference should conclude with agreement on 4-6 candidates to proceed for Final Background investigations.

Level 4 – Comprehensive Background Checks

Once 4-6 Finalist Candidates are selected, our Consultants examine Employment History, Education Verification, Criminal-Civil-DMV-Credit checks. Through our third-party vendor, American DataBank®, we will conduct Federal Criminal & Civil, State & County Criminal & Civil, and Financial including bankruptcy and credit (*prospective Finalists only*). Consultants will also use DegreeVerify® for education verification and contact employers to verify employment history

If we conclude the situation is damaging or even questionable, the candidate should be dropped from further consideration.



Consultant Report #4. This *final* report is the completed, comprehensive written report for *each* candidate provided to the Town prior to a Town -Consultant video conference to conclude with agreement of 3-4 Finalists for interview.

Activity 4 – Finalist Selection and Candidate Interviews

- Interview Preparation. Consultants will assist in the preparation and coordination of the interview process and structure. Consultants will work with your Recruitment Team to develop a process to *fully* assess the candidates. While the particulars will be worked out later, a number of settings could include:
 - **public reception** for the community to meet candidates,
 - **panel interviews** of City Staff & Community Stakeholders,
 - **formal interviews** with City Council and Panels
 - a **‘simulated’ public presentation** on a recent staff report.
- Interview processes can be very limited in scope or they might include:
 - a Community Event or Social,
 - Technical and Administrative Panels,
 - tour of the City,
 - meeting with various department staff, and
 - Council Interview.
- Interview Questions. Consultants may also offer advice on interviewing, standardized panel questions and logistical support during their interviews. Consultants are to provide support, not influence the process.
- Decision-Making. Once the interviews are completed, we will provide any additional information the Town needs in making the final determination.

Time	Event	Location	Attendees	Staff Responsible	Status/Notes
12:00 PM	Candidates Arrive				• Transportation to hotel? (Jo Ann, Carolann)
2:30-4:30 PM	2 Hours of 2 Panels (Tour w/ council???)		DPL, Police, Fire	Loren, Jo Ann, Carolann	• Meet w/ Bob, Dan & Bryan to determine schedule & route logistics
Evening Social Event (7:30)	(w/ spouses???)	Center for Great Neighborhoods	TBD (Loren)	Jo Ann, Loren, Carolann	• Schedule Center (Loren) • Snacks (Loren) • Food, Beverage (Jo Ann, Carolann) • Invite guests (email only?)
Day 2 (Friday, June 30th)					
8:00 – 8:30 AM	Coffee with Staff	Commission Chambers	All City Staff	Jo Ann, Carolann	• Meet to meet staff (Loren) • Food, Beverage (Jo Ann & Carolann)
9:00 – 1:00 PM	Technical Panel	9:00			
		10:00		Loren, Jo Ann, Carolann	• Comm. User Make up (Loren)
		11:00			
		12:00			
9:00 – 1:00 PM	Administrative Panel	9:00			
		10:00		Loren, Jo Ann, Carolann	• Comm. User Make up (Loren)
		11:00			
		12:00			
1:00 – 2:30 PM	Lunch with Commission	Metropolitan Club	Commission & Candidates	Loren, Jo Ann, Carolann	• Reservations
2:30 – 5:00 PM	Rest/Dinner/Opens				• Transport: Lunch to City Hall
5:00 – 8:00 PM	Commission Interviews				• Stagger (let candidates know)
8:00					
7:00					
8:00					
9:00 PM	Commission discussion & possible Selection				• Inform candidates



Activity 5 - Transition Assistance & Warranty

To assure an effective transition of the candidate into employment with the Town, Consultants will serve as a resource in the process as requested. This important step assures continuity and cohesiveness and assures an ‘obstacle-free’ start for your new hire. Additional support services may include:

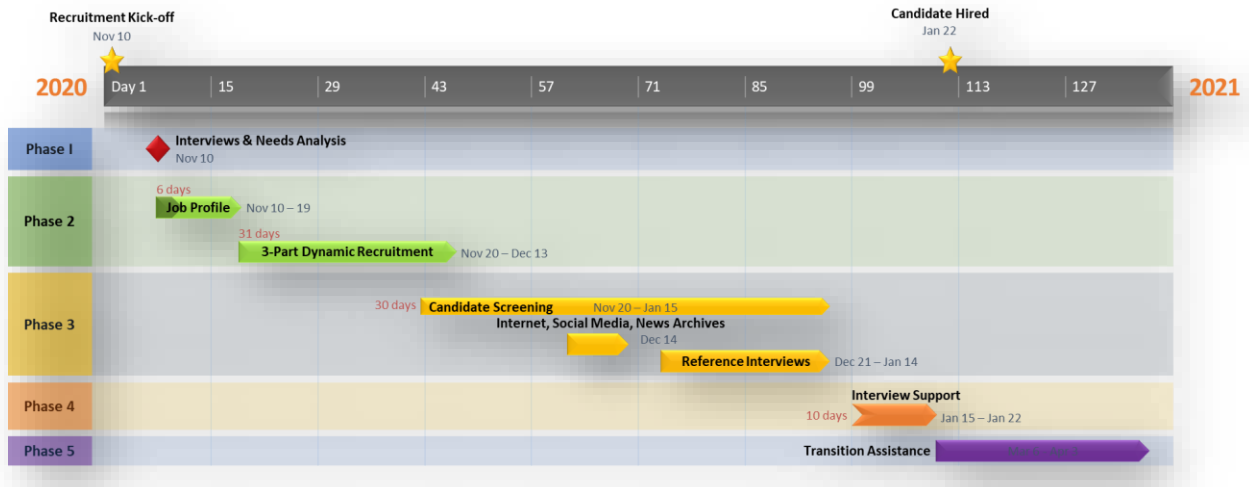
- Contract negotiation assistance,
- team-building or leadership workshop,
- Meyers Briggs personality testing and training,
- Strategic Planning, or other as requested.

Warranty. Our work is not done when the contract is executed. We stay in touch with you and your new Finance Director. Our goal is to assist in mitigating any issues that may become intractable. At your request, approximately six (6) months, we will conduct a **team-building workshop**, at no charge. We simply feel it is part of our job to assure a successful relationship. Our 2-year Warranty is explained in detail below.



Completion & Deliverables Timeline

Our standard recruitment process requires 90-days to assure a high-quality result which produces a candidate who has a compelling reason to be in your community, and who is committed to building a future with you. Below is a standard timeline – customized to your recruitment.



Costs

Municipal Solutions provides a highly-discounted rate for multiple recruitments. Our standard (*negotiable*) price range of **\$22,500** for a single search, is significantly reduced to **\$20,500*** for a **second search**, and **\$18,500*** for a **third search** - if the **second or third search is requested during or within 6 months**. See below.

Phase	Cost per search*		
	1 st recruitment	2 nd recruitment	3 rd recruitment
I. Needs Analysis & Interviews	\$4,400	\$3,400	\$2,400
II. Advertisement & Recruitment	\$5,600	\$4,600	\$3,600
III. Candidate Screening & Selection	\$5,400	\$5,400	\$5,400
IV: Coordination of Interviews & Selection	\$4,200	\$4,200	\$4,200
V: Contract Negotiation & Warranty	\$2,900	\$2,900	\$2,900
Total	\$22,500*	\$20,500*	\$18,500
		-\$2,000	-\$4,000

Costs **include** all advertising, all travel expenses, and *preliminary* background checks.

Expenses and fees associated with *Comprehensive* Finalist Background Checks and candidate travel for interviews are invoiced separately @ \$400 per background check.

NOTE: If **Interim Services** are requested, reduced costs are honored (subject to timeline & position). See Exhibit B for more information on Interim Management Services.

Warranty

Municipal Solutions offers one of the best warranties in the Local Government recruiting business. If all Phases are followed, we honor our **2-year Warranty** - we'll re-do the search should the candidate leave before two years (details below). Provided we conduct the full search and assuming that your agency selects the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate concerning any other position as long as the individual is employed by your agency.
- 2) If the selected individual leaves for any reason other than an act of God (*for example, total incapacitation or death*) within the *first* year, we will repeat the search at no charge. If he/she departs during the *second* year for any reason other than an act of God, we will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with any of the candidates we present, we will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

Section 3 – Interim Services Option

Why hire an Interim?

Cities and counties across the country are facing or about to face the most extraordinary staffing challenges in a generation:

- ✓ **31% of senior-level management** are baby-boomers at or near retirement age,
- ✓ Last year, local governments reported a **jump in retirements from 20% to 54%**
- ✓ Local government pension plans are **underfunded between \$1 to \$4 trillion,**
- ✓ **State & Local Government must decrease expenditures 5.7%** to ensure pension liabilities don't rise, and
- ✓ **7.5% growth in local government employment** is expected the next 10 years.

Needless to say, the **‘Silver Tsunami’** is rapidly approaching. We are your ‘safe pair of hands’.

Our Interim Management (temp) Services provide an easy and affordable alternative to Executive Search AND provides municipalities the ability to *‘try, before they buy’* or hire an Interim Town Manager prior to making a decision on whether to move forward with an Executive Search.

5-Day Interim Placement Process

To have your new Interim ON THE GROUND as soon as possible, our methodology will ensure you have the right people to interview as well as the information you need to make the right decision.

Below is our standard **5-day Interim Placement process.**

DAY	5-DAY INTERIM PLACEMENT PROCESS
Day 1	Preliminary Discussion & Tentative Agreement <ol style="list-style-type: none"> 1. Discussion of position, work environment, expectations, salary ranges, term, etc. 2. Town <i>‘tentatively’</i> agrees to engage our services for Interim staffing with email <i>‘notice-to-proceed’</i>.
Day 2	Preliminary Candidates <ol style="list-style-type: none"> 3. Bios & Full resumes of 3-5 qualified individuals are provided to Town.
Day 3	Selection of Candidates <ol style="list-style-type: none"> 4. Town reviews the resumes, select candidates for video interview.
Day 4	Video Interview Candidates <ol style="list-style-type: none"> 5. Interim candidates are interviewed by video or in person. 6. Preferred candidate(s) are selected, notified, and tentative agreement reached on rate and expenses.
Day 5	Engagement Terms <ol style="list-style-type: none"> 7. Town & Consultant Team agree on terms 8. Interim Professional Services (Staffing) Agreement is signed by the Town. 9. Consultant Agreement signed by consultant
	On-Boarding Process <ol style="list-style-type: none"> 10. Timesheets, Bi-Weekly Invoicing & Communication

Interview candidates within 24 hours, and select your next Interim within 5 days!

Cost

Expected to be provided for below the position’s total FT cost of compensation. Below is a sample of how this would work (subject to specific details): For an Interim Public Works Director assignment, we recently proposed a not-to-exceed of \$15,000 per month. We understood that the current annual salary range for the position was \$115,524 to \$143,040 and that benefits expenses for a FT position is estimated at 30% of salary. Total maximum personnel expenditure would then be \$185,952 (\$143,040 + 30%) if the position were to be filled at the max of the range.

Service	Monthly Fee
I. Interim Consultant Fee	\$xx,xxx
II. Service Fee	\$x,xxx
III. Other (lodging, mileage, travel expense)	TBD*

Expected cost for services for YOUR community:

- **Interim Consultant Fee.** We expect to provide you the best candidates at or below an annualized total compensation of \$xxx,xxx (\$xxx,xxx salary + xx% benefits) not-to-exceed \$xx,xxx per month.
- **Service Fee.** The Town shall pay Firm the following Service Fee equal to xx% (generally 20%) of Interim Consultant Fee or \$x,xxx per month.
- ***Expenses.** Your preferred candidate may need additional expenses such as lodging, mileage, or travel expense which will be determined once you have selected your preferred candidate.

**Variability. Your preferred candidate may require additional travel or lodging expense TBD.*

Expenses and fees associated with Interim Services will be invoiced bi-weekly or according to the terms of the contract – to be determined.

Value

The value of hiring Municipal Solutions is our breadth and depth in HR and organizational development. In addition to our Interim Public Managers being highly qualified practitioners, they are also highly experienced consultants who have served 100s of local governments on consulting assignments including Compensation & Classification studies, Executive Searches, Organizational Efficiency Assessments, Strategic Planning, etc. Our Interims are:

- ✓ **Highly-qualified public-sector professionals**
- ✓ **Experienced private-sector consultants,**
- ✓ **Operationally effective on Day 1 of hire,**
- ✓ **Multi-faceted (Administration, Finance, HR, IT, Public Works and Public Safety), and**
- ✓ **Backstopped by our full team of consultants and analysts** who provide additional assistance as needed.

We make sure your interim has everything they need to get the job done and hit the ground running!

Below is a more-detailed description of the process.

Day 1: Preliminary Discussion & Tentative Agreement (24 hours)

Task 1 - Preliminary Discussion. Before Municipal Solutions can effectively match your interim needs, it is important for our Senior Associates to understand the current environment and understand your needs. Our Senior Associate will meet with you – either in person or by telephone - to discuss the reason for the current vacancy, the current working environment, the position's salary range and benefits, and the desired term of employment.

Task 2 – Tentative Agreement. Before our Management Team contacts our interim team members, we need to make sure that you are very interested in a tentative engagement. It would be irresponsible for us to contact our interims and notify them of a potential engagement if the result is a 'false alarm.' A simple 'Notice of Intent' (email) indicating your agency's desire to engage our services gets the ball rolling.

Day 2: Preliminary Candidates (24 hours)

Task 3 – Bios and Resumes. Once we receive a simple 'Notice of Intent' (email) indicating your agency's desire to engage our services, we will contact our interim candidates and prepare 3-5 candidate bios and resumes for your review within 24 hours (business day). The bios and resumes will highlight their experience and education, and will indicate their current status, level of interest, and whether additional expenses might be expected from each client (i.e. lodging, travel, mileage).

Day 3: Select Candidates for Interview (24 hours)

Task 4 – Selection for Interview. Once you have received the candidate bios and resumes, you will then be able to review interim qualifications and fit and decide which candidates you are interested in interviewing.

Day 4: Interview & Select Interim (24 hours)

Task 5 – Video Interview. Municipal Solutions uses an internet-based Global Video Conference Room to conduct 100s of interviews annually, allowing for effective personal engagement and rapid decision-making at no-cost to you. Preferred candidates are notified and can attend the interview from anywhere in the world with a simple internet connection. Interim candidates and government clients agree – this is a highly-effective medium which produces a high-degree of success in selecting an Interim.

Task 6 – Select Interim. Once your preferred candidate has been selected, they are notified and tentative terms are provided to Municipal Solutions, which are passed on to your agency for consideration.

Day 5: Engagement Terms (24 hours)

Task 7 – Consultant & Agency Agreement. Once the Town & Consultant Team agree on terms (including the Municipal Solutions Service Fee), both agencies execute the **Interim Professional Services (Staffing) Agreement**.

Task 8 – Consultant Agreement. Each consultant is required to sign a Consulting Agreement with Municipal Solutions detailing the terms of the engagement and the Municipal Solutions Code of Conduct.

On-Boarding (post-engagement)

- ✓ **On-boarding.** Once the Interim is engaged, the onboarding process with your agency begins. Your Agency will be responsible for providing the Interim with an appropriate orientation to the work environment – not limited to staff, work space, facilities, equipment, documents / reports, communications, and ongoing introductions to external relationships necessary for effective on-boarding and transition of the Interim to be effective from Day One!

Other

Compensation. We strive for terms at or 'below cost' - below your total cost of compensation for the position. This means, if your position's salary is \$100,000 / year, and the Town's additional personnel expenses for benefits is 30%, we will try to find you the best candidate below \$130,000. Your preferred candidate might require additional expenses, but we would rather take a reduction in our % (difference between OUR fee and the CONSULTANT's rate of pay) to earn your business. (See cost proposal below).

Timesheets & Invoicing. Consultants (Interims) are required to maintain a daily timesheet and are required to provide invoices per the terms of their contract.

Communications. Formal communication is to be done in writing; however, we encourage active, daily communication in person or by phone with the Interim, and by phone with Municipal Solutions business officials. Consultant is obligated to maintain regular and frequent contact with Municipal Solutions officials – at least weekly – and notify business officials of any changes in the relationship, successes and potential risks within the Engagement.

Confidentiality. All Municipal Solutions consultants and interims sign a Non-Disclosure Agreement and are contractually obligated to maintain the highest level of confidentiality regarding this engagement.

For more information: www.municipalsolutions.org/interim

Warranty

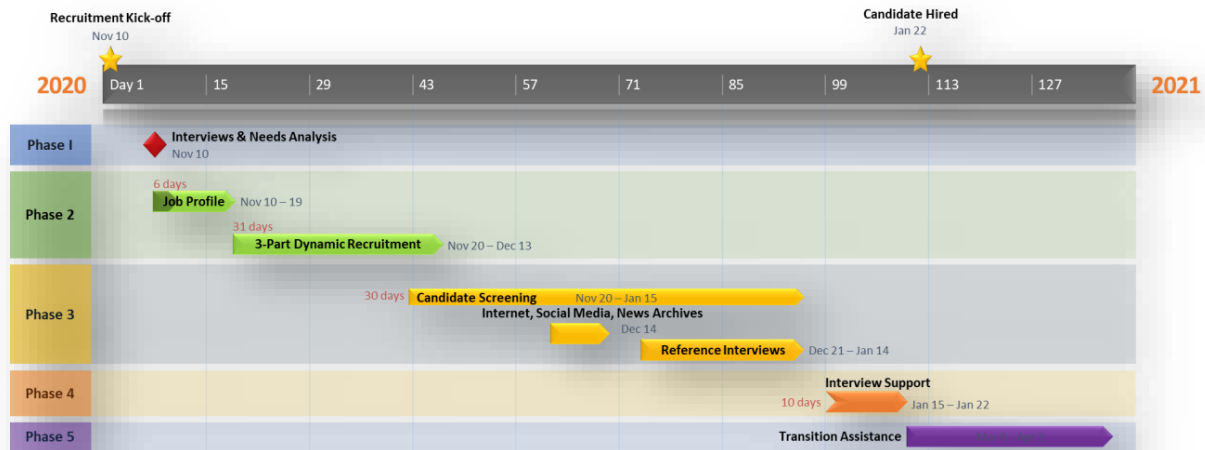
Provided your agency selects and engages us to provide one of the Interim Public Managers we recommend, we warrant the following:

- 1) Our entire team of Analysts and Consultants will 'back-stop' your Interim. If they need anything (contracts, sample agreements, data, etc.), we are here for them.
- 2) If you are not satisfied with the interim candidate you hire, we will replace the candidate within 10 business days or within a period of time with which you are satisfied.
- 3) We will not approach the Interim Public Manager concerning any other interim opportunity as long as the individual is employed by your agency.
- 4) 10% discount in our Executive Search services.

Section 4 – Recruitment Completion Schedule

Completion & Deliverables Timeline

Our standard recruitment process requires 90-days to assure a high-quality result which produces a candidate who has a compelling reason to be in your community, and who is committed to building a future with you. Below is an illustrated standard 90-day timeline.



Draft Recruitment Schedule

PHASE I: NEEDS ASSESSMENT / INFORMATION GATHERING

- November 9th:** Municipal Solutions (MS) begins working with the Town to understand the work environment, the *Town Manager* position and current, anticipated or upcoming challenges.
- November 10th:** MS begins drafting the position description and recruitment profile for publications and prospective candidates.
- November 19th:** MS submits the draft of the full recruitment profile to the Town for its review. Comments will be due back by November 20th.

PHASE II: RECRUITING

- November 20th:** MS begins networking, distributes and posts the full recruitment profile on its website, and submits it to the appropriate publications. MS begins forwarding candidates details to the Town and continues to forward candidates as long as they continue to apply.
- December 13th:** Closing date for submission of applications. MS reports the results of the recruitment.
- December 14th:** Forwards the preliminary candidate report and materials to the City including the candidates' resumes, cover letter and recommended 10-12 first-round candidates. *Video conference w/ client is scheduled.*

PHASE III: SCREENING, REFERENCE CHECKS AND CREDENTIAL VERIFICATION

- December 14th:** MS begins candidate pre-screening including Internet / newspaper archives and candidate introduction / writing sample. *Video conference w/ client is scheduled.*
- December 21st:** MS presents pre-screening report to Town & reviews the First-round candidate’s qualifications with the recruitment team and/or Council. 8–10 candidates for background checks are selected.
- December 22nd:** Comprehensive background investigations begin.
- January 14th:** MS forwards complete background checks and candidate profiles to Town officials for review.
- January 15th:** Town selects / confirms finalists.

PHASE IV: INTERVIEW PROCESS COORDINATION AND SELECTION

- January 21/22:** Finalist Interviews. Town selects its new *Town Manager*.

PHASE V: TRANSITION ASSISTANCE & WARRANTY

Post-Selection: Consultants will serve as a resource in the effective transition of the candidate into employment with Town.

Section 5 – Client References & Firm Experience

Over the past 16 years, we have helped 100s of local governments, provincial governments, school districts and national government agencies save \$ millions through Compensation Studies, Organizational Efficiency Audits, Policy Manual revisions, Organizational Structure Realignment and Process Mapping. In addition to the cost savings, our clients have realized greater revenue collections, reduced fraud & improved public access to public services.

Client References

- | | |
|---|---|
| <p>1. Crandall Jones, <i>Administrator</i>
Norristown Municipality, PA
Phone: (970) 221-6505
cjones@norristown.org</p> | <p>2. Mayor Thomas Morrissey
Town of Payson, AZ
Phone: (602) 319 5103
tmorrissey@paysonaz.gov</p> |
| <p>3. Maryanne Ustick, <i>City Manager</i>
City of Gallup, NM
Phone: (505) 863-1218
mustick@gallupnm.gov</p> | <p>4. Ms. Len Price, <i>Admin. Svcs. Manager</i>
Collier County (Naples), FL
Phone: (239)252-8908
Len.Price@colliercountyfl.gov</p> |
| <p>5. Chris Lagerbloom, <i>City Manager</i>
City of Fort Lauderdale, FL
Phone: (954) 541-7953
clagerbloom@fortlauderdale.gov</p> | <p>6. Brian McDougal, <i>City Manager</i>
City of Port Arthur, TX
Phone: (405) 550-0599
brian.mcdougal@portarthurtx.gov</p> |
| <p>7. Shane Dille, <i>Deputy City Manager</i>
City of Flagstaff, AZ
Phone: (928) 779-7643
sdille@flagstaffaz.gov</p> | <p>8. Patrick Smock, <i>Recruiting Manager</i>
Cuyahoga County Government, Ohio
Phone: (216) 443-3187
psmock@cuyahogacounty.us</p> |
| <p>9. Huey Long, <i>City Manager (ret)</i>
City of Safford, AZ & Miami, OK
Phone: (731) 377-6693
hlong@cableone.net</p> | <p>10. Mayor Doug Clifford, <i>Fmr. Mayor</i>
City of Pleasant View, UT
Phone: (801) 389.0942</p> |
| <p>11. Mark Johnson, <i>CM / Finance, Dir.</i>
(fmr. Town of Guadalupe, AZ)
Phone: (480) 286-1345
norwaymark@gmail.com</p> | <p>12. Julia N. Griffin, <i>Town Manager</i>
Town of Hanover, NH
Phone: (603) 643-0701
Julia.Griffin@hanovernh.org</p> |

In addition to the client references already provided, additional references are provided below.

Exhibit A – Executive Search – Completed Recruitments

Other Completed Searches - Prior to 2013

(including those completed by current consultants and former partners)

City Attorneys

City Attorney, Roanoke, VA (population 96,000) in 2012

City Attorney, West Melbourne, FL (population 15,000) in 2008

Community Development/Growth Management/Planning

Assistant Director of Community Development, Largo, FL (population 74,000) in 2004 and 2005

Community Development Director, Miami, FL (population 408,000) in 2008

Community Development Director, Safety Harbor, FL (population 18,000) in 2006

Community Development Director, Tamarac, FL (population 55,500) in 2007

Development Services Director, Daytona Beach, FL (population 65,000) in 2005

Director of Capital Projects, New Orleans, LA (population 323,000) in 2008

General Manager, North Sarasota Redevelopment District, Sarasota (population 53,000) in 2008

Growth Management Director, St. Lucie County, FL (population 261,000) in 2005

Growth Management Manager, Wellington, FL (population 55,000) in 2009

Housing and Community Development Director, West Palm Beach, FL (pop. 101,000) in 2007

Planning Administrator, Daytona Beach, FL (population 65,000) in 2007

Planning Director, Osceola County, FL (population 235,000) in 2005

Director of Planning, Roanoke, VA (population 96,000) in 2012

Economic Development / Redevelopment

Economic Development Director, Charlotte County, FL (population 170,000) in 2007

Economic Development Director, Collier County, FL (population 328,000) in 2012

Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009

Economic Development Director, Roanoke, VA (population 96,000) in 2012

Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009

Economic Development Director, Loudoun County, VA (population 326,000) in 2010

Redevelopment Director, Daytona Beach, FL (population 65,000) in 2007

Economic Development Director, St. Johns County, FL (population 162,000) in 2011

Executive Director, Valdosta-Lowndes County Industrial Authority, GA (serving a population 92,000+) in 2006 and 2011

Executive Director, Technological Research and Development Authority, FL (serving a statewide population) in 2006

Engineers

Assistant City Engineer, Melbourne, FL (population 75,000) in 2008

County Engineer, Polk County, FL (population 500,000) in 2006

Deputy County Engineer, Martin County, FL (population 140,000) in 2006

City Engineer, Gulfport, MS (population 90,000) in 2008

City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006

Engineering Manager, Sumter County, FL (population 70,000) in 2005

Staff Engineer, Wellington, FL (population 55,000) in 2009

Facilities Management

Centroplex Director, Orlando, FL (population 197,000) in 2004

Lakeland Center Director, Lakeland, FL (population 87,000) in 2004

Finance and Budget

Budget and Financial Services Director, Polk County, FL (population 500,000) in 2006

Budget Director, St. Petersburg, FL (population 248,000) in 2009

Controller, City of Orlando, FL (population 197,000) in 2007

Chief Financial Officer, Hillsborough Area Regional Transit, FL (population 1,000,055) in 2005

Chief Financial Officer, City of Orlando, FL (population 87,000) in 2005

Deputy Director of Management, Budget and Accounting, Orlando, FL (pop. 197,000) in 2004

Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012

CEO / Borough Administrator, Altus, OK (population 19,800) (background check) in 2012

CEO / Borough Administrator, Daytona Beach, FL (population 31,860) in 2012

CEO / Borough Administrator, Fort Walton Beach, FL (population 20,000) in 2006

CEO / Borough Administrator, Lauderdale Lakes (population 32,000) in 1998

CEO / Borough Administrator, Oregon City, OR (population 31,860) in 2012

CEO / Borough Administrator, St. Petersburg, FL (population 248,000) in 2010

CEO / Borough Administrator, Sunny Isles Beach, FL (population 17,000) in 2010

CEO / Borough Administrator, Surfside, FL (population 5,700) in 2012

CEO / Borough Administrator, Tamarac, FL (population 55,500) in 2005 and 2009

CEO / Borough Administrator, West Palm Beach, FL (population 101,000) in 2007

Manager, Office of Management and Budget, Lake Worth, FL (population 37,000) in 2010

Housing/Building

Assistant to the Public Works Director– Affordable Housing, Broward County, FL (population 1,800,000) in 2004

Building Official, Jupiter Island, FL (population 580) in 2005 and 2010

Building Official, Miami Beach, FL (population 91,000) in 2005

Building Department Director, Osceola County, FL (population 235,000) in 2005

Assistant to the Public Works Director– Affordable Housing, Broward County, FL (population 1,800,000) in 2004

Building Official, Jupiter Island, FL (population 580) in 2005 and 2011

Building Official, Miami Beach, FL (population 91,000) in 2005

Building Department Director, Osceola County, FL (population 235,000) in 2005

Building Official, Sewall's Point, FL (population 2,000) in 2006

Building Official, Tamarac (population 55,000) in 2008

Housing and Community Development Director, West Palm Beach, FL (pop. 101,000), 2007

Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006

Director of Personnel, Fulton County, GA (population 992,000) in 2010

Human Resources Office, Loudoun County, VA (population 326,000) in 2011

Human Resources Administrator, Martin County, FL (population 140,000) in 2007

Personnel Director, North Miami, FL (population 56,000) in 2001

Human Resources Director, Osceola County, FL (population 235,000) in 2006

Human Resources Director, City of Sarasota, FL (population 55,000) in 2002

Personnel Director, Vero Beach, FL (population 17,900) in 2003

Human Services

Assistant Public Works Director for Human Services, Hillsborough County, FL (population 1,000,055) in 2004

Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010

Executive Director, Juvenile Welfare Board, Pinellas County, FL (population 950,000) in 2005

Information Technology

Information Technology Director, Lakeland, FL (population 87,000) in 2004

Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998

Information Services Director, Palm Beach County Tax Collector (population 1,300,000) in 2012 (partial search)

Parks/Recreation/Libraries

Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,000,055) in 2004

District Manager, Holiday Park Recreation District (population 1,400) in 2007

Library Services Director, St. Johns County, FL (population 162,000) in 2007

Director, Parks and Recreation, West Palm Beach, FL (population 101,000) in 2006

Public Safety

Fire Chief, Hanover, New Hampshire (population 11,260) in 2014

Fire Chief, Daytona Beach, FL (population 65,000) in 2006

Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)

Police Chief, Lauderdale, FL (population 66,900) in 2011 (partial search)

Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)

Police Chief, St. Augustine Beach, FL (population 6,200) in 2012

Public Works

Public Works Director, Salina Kansas (population 47,000) in 2015)

Public Works Director, Chandler, AZ (population 250,000) in 2007

Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012

Director / Capital Projects Manager / City Engineer, Sunny Isles Beach, FL (pop. 17,000) in 2007

Public Works Director, Tamarac, FL (population 55,500) in 2003

Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008

Solid Waste Director, Hillsborough County, FL (population 1,000,055) in 2005

Transportation

Chief Financial Officer, Hillsborough Area Regional Transit, FL (population 1,000,055) in 2005

Director of Traffic Engineering, Polk County, FL (population 500,000) in 2002

Executive Director, Lakeland Area Mass Transit District, FL (population 87,000) in 2005

Executive Director, Tampa-Hillsborough Co. Expressway Authority, FL (pop. 1,000,055) in 2007

Completed Searches – Utilities

Environmental Services Director, Largo, FL (population 74,000) in 2006

Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012

Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003

Executive Director, Escambia County Utilities Authority, FL (90,000 customers) in 2002
 Executive Director, Onslow Water & Sewer Authority (Jacksonville, NC) (pop. 160,000) in 2009
 General Manager/CEO, Orlando Utilities Commission, FL (190,000 customers) in 2004
 General Manager, Tampa Bay Water (population served 2,400,000) in 2008
 Utilities Director, Charlotte County, FL (population 170,000) in 2007
 Utilities Director, Daytona Beach, FL (population 65,000) in 2004
 Utilities Director, Lake Worth, FL (population 37,000) in 2009
 Utilities Director, Palm Bay, FL (population 101,000) in 2005
 Executive Director, Environment and Infrastructure, Pinellas Co., FL (pop. 917,000) in 2012
 Utilities Director, Polk County, FL (population 500,000) in 2004
 Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
 Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population 691,900) in 2011

Work Force Management

Executive Director, South Florida Workforce, FL (service area pop. of 3,000,000+) in 2005
 Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009

Other

City Clerk, Lauderdale Lakes (population 32,000) in 1998
 District Manager, Sun 'n Lake Community Development District, FL, (population 5,000) in 2005
 Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009
 Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009
 Executive Director, Lakewood Ranch Inter-District Authority (population 15,000) in 2011
 Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
 General Manager, Sun 'n Lake Improvement District, FL (population 7,500) in 2002 and 2005
 General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
 Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998

Recruitment Profiles

See attached sample Recruitment Profiles.

Candidate Background Reports

See attached sample Candidate Background Reports

Exhibit B – Interim Management (Temp) Services

Detailed description of the process.

Day 1: Preliminary Discussion & Tentative Agreement (24 hours)

Task 1 - Preliminary Discussion. Before Municipal Solutions can effectively match your interim needs, it is important for our Senior Associates to understand the current environment and understand your needs. Our Senior Associate will meet with you – either in person or by telephone - to discuss the reason for the current vacancy, the current working environment, the position's salary range and benefits, and the desired term of employment.

Task 2 – Tentative Agreement. Before our Management Team contacts our interim team members, we need to make sure that you are very interested in a tentative engagement. It would be irresponsible for us to contact our interims and notify them of a potential engagement if the result is a 'false alarm.' A simple 'Notice of Intent' (email) indicating your agency's desire to engage our services gets the ball rolling.

Day 2: Preliminary Candidates (24 hours)

Task 3 – Bios and Resumes. Once we receive a simple 'Notice of Intent' (email) indicating your agency's desire to engage our services, we will contact our interim candidates and prepare 3-5 candidate bios and resumes for your review within 24 hours (business day). The bios and resumes will highlight their experience and education, and will indicate their current status, level of interest, and whether additional expenses might be expected from each client (i.e. lodging, travel, mileage).

Day 3: Select Candidates for Interview (24 hours)

Task 4 – Selection for Interview. Once you have received the candidate bios and resumes, you will then be able to review interim qualifications and fit and decide which candidates you are interested in interviewing.

Day 4: Interview & Select Interim (24 hours)

Task 5 – Video Interview. Municipal Solutions uses an internet-based Global Video Conference Room to conduct 100s of interviews annually, allowing for effective personal engagement and rapid decision-making at no-cost to you. Preferred candidates are notified and can attend the interview from anywhere in the world with a simple internet connection. Interim candidates and government clients agree – this is a highly-effective medium which produces a high-degree of success in selecting an Interim.

Task 6 – Select Interim. Once your preferred candidate has been selected, they are notified and tentative terms are provided to Municipal Solutions, which are passed on to your agency for consideration.

Day 5: Engagement Terms (24 hours)

Task 7 – Consultant & Agency Agreement. Once the City & Consultant Team agree on terms (including the Municipal Solutions Service Fee), both agencies execute the **Interim Professional Services (Staffing) Agreement**.

Task 8 – Consultant Agreement. Each consultant is required to sign a Consulting Agreement with Municipal Solutions detailing the terms of the engagement and the Municipal Solutions Code of Conduct.

On-Boarding *(post-engagement)*

- ✓ **On-boarding.** Once the Interim is engaged, the onboarding process with your agency begins. Your Agency will be responsible for providing the Interim with an appropriate orientation to the work environment – not limited to staff, work space, facilities, equipment, documents / reports, communications, and ongoing introductions to external relationships necessary for effective on-boarding and transition of the Interim to be effective from Day One!

Cost

Expected to be provided for below the position’s total FT cost of compensation. Below is a sample of how this would work (subject to specific details): For an Interim Public Works Director assignment, we recently proposed a not-to-exceed of \$15,000 per month. We understood that the current annual salary range for the position was \$115,524 to \$143,040 and that benefits expenses for a FT position is estimated at 30% of salary. Total maximum personnel expenditure would then be \$185,952 (\$143,040 + 30%) if the position were to be filled at the max of the range.

Expected cost for services for YOUR community:

- **Interim Consultant Fee.** We expect to provide you the best candidates at or below an annualized total compensation of \$xxx,xxx (\$xxx,xxx salary + xx% benefits) not-to-exceed \$xx,xxx per month.
- **Service Fee.** The City shall pay Firm the following Service Fee equal to xx% (generally 20%) of Interim Consultant Fee or \$x,xxx per month.
- ***Expenses.** Your preferred candidate may need additional expenses such as lodging, mileage, or travel expense which will be determined once you have selected your preferred candidate.

Service	Monthly Fee
I. Interim Consultant Fee	\$xx,xxx
II. Service Fee	\$x,xxx
III. Other (lodging, mileage, travel expense)	TBD*

**Variability. Your preferred candidate may require additional travel or lodging expense TBD.*

Expenses and fees associated with Interim Services will be invoiced bi-weekly or according to the terms of the contract – to be determined.

Sample Interim Contract

PROFESSIONAL SERVICES AGREEMENT

for Interim Professional Management services

THIS **PROFESSIONAL SERVICES AGREEMENT** (the "agreement") is entered into this 25th day of August, 2019, by and between the CITY OF XXXXXXX, a municipal corporation in the State of XXXX ("City"), acting through its Mayor, City Manager or designee, and Municipal Solutions, LLC an Arizona limited liability corporation ("Firm"), to provide various professional executive level consultants on an as needed basis.

RECITALS

WHEREAS, the Code and Ordinances of the City, City's policies and/ or City Council empowers the Mayor, City Manager or designee to enter into contracts on behalf of City for professional services; and

WHEREAS, City is in need of professional interim staffing services, at this time and possibly in the future; and

WHEREAS, City desires to retain firm to furnish professional interim services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda, which are appended hereto by mutual agreement of the parties; and

WHEREAS, the Firm desires to provide the Services upon the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Agreement for Firm to provide professional services to the City upon the terms and conditions set forth herein and to agree to terms and conditions that will govern other such related services as may be requested by the Mayor, City Manager or designee from time to time (the "Services");

AGREEMENT

NOW, THEREFORE, City agrees to retain and does hereby retain the Firm, and the Firm agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

1. FIRM'S DUTIES

Firm agrees to provide executive level interim professionals on an *as needed* basis, as more specifically set forth in each Exhibit A, which are attached hereto and incorporated herein by reference ("Services").

For each engagement hereunder, a description of the services to be provided, the expected

start date, fees and expenses, and other details regarding the services shall be set forth in a schedule to this Agreement signed by the Mayor, permanent City Manager or designee and Municipal Solutions. Each of the individuals to be provided by Firm to perform services shall be referred to herein as an "Interim Professional" and as "Interim Professionals."

If the City is not satisfied with any Interim Professional, the City may request that the Firm replace such Consultant.

2. COMPENSATION

In accordance with the terms and conditions of this Agreement, City shall compensate Firm for its services as follows (see attached Exhibit A):

- a. Should the City request additional services beyond those specified in Section 1, the Firm shall charge, and the City shall pay, a rate as mutually agreed upon in writing prior to Firm performing the additional services. Costs caused by delays or by improperly timed activities shall be borne by the party responsible thereof. Unless otherwise included in this Agreement, the Firm shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.
- b. If at any time during the term of this Agreement, applicable Exhibits, Schedules or Contract Amendment terms and within one (1) year thereafter the City hires, contracts with or engages in any way, directly or indirectly, with any consultant who has been provided by Firm to provide Services to the City under the Agreement or any Schedule or Contract Amendment thereto to perform any services for or for the benefit of the City (other than through the Firm), the City hereby agrees to pay the Firm an Engagement Fee equal to 20% of the agreed upon equivalent annualized salary, fees or other compensation to be paid to or for the benefit of such individual, payable to Firm at the time of such engagement of such individual's services begin.

3. TERM

This Agreement shall be effective upon approval by the City and the Firm. THIS Agreement shall remain in effect for one (1) year or until terminated pursuant to the provisions provided hereunder, however SEPARATE engagements detailed in separate individual Exhibit A's to be entered into during the term of the contract shall be subject to approval of both parties, and there shall be no obligation on either party to enter into a particular engagement, Contract Amendment, or Schedule during the contract term. If the duration of this Agreement is found to be unlawful, then the duration of THIS Agreement shall continue to extend for one (1) additional year or until terminated.

4. BILLING / INVOICING

Firm shall invoice City bi-monthly on a time basis. City shall pay such billings within fifteen (15) days of the date of receipt of the Firm's invoice.

5. CITY'S PERFORMANCE STANDARDS

City shall furnish the Firm with all data, information and other supporting services necessary for Firm to provide the services provided for herein.

6. FIRM'S PERFORMANCE STANDARDS

While performing the services, Firm and any Interim Professional shall exercise the reasonable professional care and skill customarily exercised by reputable members of Firm' s or Interim Professional' s profession, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. The Firm and the Interim Professional shall comply with the provisions of the laws of the State of Texas, the Ordinances of the City, the policies and procedures adopted and used by the City, and any formal actions of the City Council / Commission and all other applicable laws and regulations.

Firm shall be responsible for all errors and omissions Firm or any Interim Professional commits in the performance of this Agreement that are a breach of this standard.

7. CONFIDENTIALITY

The Firm, and any Interim Professional or individuals hired by Firm, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning City matters during and after this Agreement. Interim Professionals will refrain from activities that are harmful to the image of the City and the Firm. In the implementation of the assignment the expert will adhere to "The values and policies of Municipal Solutions" which are an integral part of this agreement (see Exhibit B).

8. NOTICES

All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

To the City: City: _____
 Mayor / City Manager: _____
 Address: _____
 City, State, Zip: _____

To the Firm: Municipal Solutions, LLC
 Attn: David A. Evertsen, CEO & Principal
 875 So. Estrella Parkway #5038
 Goodyear, AZ 85338

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice. If this Agreement is terminated, Firm shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Firm shall deliver to City all work in any state of completion at the date of effective termination.

10. SUBCONSULTANTS

Firm agrees that it is fully responsible to City for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by them as it is for the acts and omissions

of persons directly employed by Firm. Nothing contained in the Agreement shall create any contractual relations between any Firm, Interim Professionals and City.

11. RECORDS

Records of Firm's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Firm shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

12. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- *\$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).*
- *\$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).*
- *\$1,000,000 Employer's Liability per accident for bodily injury or disease.*
- *\$1,000,000 Errors & Omissions Liability appropriate to the consultant's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.*

If the Firm maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by the Firm.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

Other Insurance Provisions

The general liability policy and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- The entity (City), its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Firm.
- For any claims related to this project, the Firm's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Firm's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage

shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.

- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under state law.

Acceptability of Insurers

Insurance is to be placed with admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

Firm shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

The Firm shall include all Interim Professionals as insureds under its policies or shall furnish separate certificates and endorsements for each subcontract Interim Professional. All coverages for subcontract Interim Professional shall be subject to all of the requirements stated herein.

13. EXCLUSIVITY / NON-EXCLUSIVITY

Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Firm.

14. UNCONTROLLABLE FORCES

City and the Firm shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents.

15. MUTUAL INDEMNIFICATION:

15.1 By the Firm: Firm waives all rights to claim, assert or recover from the City, its representatives, agents, officers, employees, and any other individual(s), firm(s), organization(s), or entities associated with the City for any claims, liability, or actions which may result, in whole or in part, from the acts or omissions of the City, its representatives, agents, officers, employees, and/or any other individual(s), firm(s), organization(s), or entities associated with the City, other than for the other Parties' nonperformance pursuant to this Agreement. Further, the Firm agrees to defend, hold harmless and indemnify the City, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including

all expenses of litigation, court costs and attorney's fees, for injury or death to any person, arising in whole or in part from the gross negligence, fraud or willful misconduct of the Firm and / or Consultant, their agents or representatives, in the execution or performance of this Agreement. This indemnification shall be binding on the Firm and Firm's Consultants, agents, successors, and approved assignees.

15.2 By the City: To the fullest extent permitted by law, and except as otherwise provided herein, City shall defend, indemnify, and hold Firm, its officers and its employees, agents and subconsultant Interim Professionals harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with any act or omission of City, or its employees, agents or representatives in implementing the terms of or undertaken in fulfillment of the City's obligations under this Agreement. The City shall also defend, indemnify, and hold Firm, its officers and its employees, agents and subconsultant Interim Professionals harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or are in any way connected with the acts of Firm or its employees, agents, or subconsultants while acting within the course and scope of providing services to City under this Agreement; provided, however, that this indemnification shall not apply to any grossly negligent acts or omissions, willful misconduct or grossly negligent conduct whether active or passive, on the part of Firm. This section shall survive the expiration or early termination of the Agreement.

16. WAIVER OF TERMS AND CONDITIONS

The failure of the City or the Firm to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

17. INDEPENDENT FIRM

It is expressly agreed and understood by and between the City and the Firm that Interim Professionals are independent contractors working for the Firm and, as such, the Interim Professionals are not City employees, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled (other than as set forth herein). As an Independent Contractor to the Firm, the Interim Professionals are fully aware that they are solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, health insurance, disability insurance, life insurance, workers compensation insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an Independent Contractor, Interim Professional will not make any claim, demand of application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit (other than as set forth herein).

Notwithstanding the foregoing, if applicable City shall be responsible to pay any alternative pension contributions as required by state law that arise as a result of the Services provided hereunder; City agrees that it shall otherwise pay no wages, salary or other forms of direct or

indirect compensation, including employee benefits, to any employee of the Firm.

18. ARBITRATION

In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Firm and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and the Firm shall request the presiding judge of the _____ Court in and for _____ County, State of Texas, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and the Firm. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

19. GOVERNING LAW AND VENUE

The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of _____. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in _____ County, State of _____. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

20. OWNERSHIP OF RECORDS AND REPORTS

All of the files, reports, documents, information and data prepared or assembled by Firm under this Agreement shall be and remain the property of City and shall be forwarded to City at any time City requires such papers.

21. LICENSES AND PERMITS

Firm represents and warrants that any license or permit necessary to perform Services under this Agreement is current and valid. The Firm understands that the activity described herein may constitute "doing business in the City of..." and the Firm agrees to obtain any necessary business tax license of the City, City's City Code and keep such license current during the term of this Agreement. Any activity by subconsultants within the corporate City limits, will invoke the same business tax regulations on any subconsultants, and Firm ensures its subconsultant will obtain any required business tax license. Failure of Firm to obtain said permits prior to the

commencement of its work shall mean breach of this agreement.

22. NONASSIGNMENT

This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Firm. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Firm shall not assign any monies due or to become due hereunder without the prior written consent of City.

23. ENTIRE AGREEMENT

This Agreement and any attachments represent the entire agreement between City and Firm and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

24. SEVERABILITY

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

25. CONFLICTS OF INTEREST

Municipal Solutions' employees, agents, consultants, analysts and Interim Professional adhere to the International City / County Managers Association (ICMA) Code of Ethics, and company policy (Exhibit B), to represent the company using the highest professional standards. The City understands that the Firm has ongoing commitments, contracts and personal interests outside the terms of this Agreement. Pursuant to State Statute, the Firm agrees to avoid and or disclose any potential conflicts which might prohibit the Firm or Consultant from performing the duties as assigned. In the foregoing event, the City may terminate this Agreement as described in Section 9.

26. AMERICANS WITH DISABILITIES ACT

This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S. C. 1.2101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: The Firm shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Firm shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

27. STATEMENT OF NON-SUSPENSION OR DISBARRMENT

Non-Federal entities are prohibited from contracting with or making sub-awards under covered

transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Firm acknowledges, by signature to this agreement, that:

- Firm is not currently suspended or debarred from contracting with the federal government, any of its agencies or any state or any of their political subdivisions;
- Firm's principals, agents, and consultants are not currently suspended or debarred from contracting with the federal government, any of its agencies or any state or any of their political subdivisions;

28. UNDOCUMENTED WORKERS

Firm understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of appropriate state laws, Firm hereby warrants to the City that the Firm and each of its subconsultants ("subconsultants") will comply with, and are contractually obligated to comply with, all Federal and Immigration laws and regulations that relate to their employees and applicable State Statutes <reference if necessary> (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Firm to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Firm or subconsultant employee who works on this Agreement to ensure that the Firm or subconsultant is complying with the Immigration Warranty. Firm agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Firm and any of subconsultant to ensure compliance with Immigration Warranty Firm agrees to assist the City in regard to any random verification(s) performed.

Neither the Firm nor any subconsultant shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by <applicable state statute>. The provisions of this paragraph must be included in any contract the Firm enters into with any and all of its subconsultant who provide services under this Agreement or any subcontract. "Services are defined as furnishing labor, time or effort in the State of _____ by a subconsultant of the Firm.

29. NON-COLLUSION / NO KICK-BACK CERTIFICATION

Firm warrants that it has not colluded with any individual or company, and that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Firm hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

City warrants that no member of the City Council/ City Commission or any employee of the City has an interest, financially or otherwise, in the Firm or it's officers, agents, consultants, analysts or Interim Professionals other than under this Agreement. For breach or violation of this warranty, the Firm shall have the right to annul this Agreement without liability, or at its discretion to add additional compensation to be paid City hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.



Municipal Solutions, LLC

David A. Evertsen, CEO & Principal
875 So. Estrella Parkway #5038
Goodyear, AZ 85338

City of _____, a municipal corporation in the State of _____.

Mayor, City Manager or Designee

ATTEST or APPROVED AS TO FORM

City Clerk / City Attorney

EXHIBIT A TO FIRM AGREEMENT

To be discussed and completed with for Interim Assignment

City: City of _____

Services: _____

Expected Commencement Date for Engagement:

Expected Work Performance:

(i.e. Four-ten days per week, typically Monday through Thursday or Five-eights, Monday through Friday).

Fees: City shall pay to our Firm the Fees set forth below, in consideration of the Services rendered by our Firm detailed below:

Compensation	Payment
Rate of Pay	The City shall pay Municipal Solutions the following fee for each week during which the Consultant or other Municipal Solutions representatives provide Services to the City: \$_____per Consultant or other Municipal Solutions resource.
Lodging	The City shall provide the Firm housing, or housing allowance, for each Interim Professional at a not to exceed rate of \$_____per Interim.
Mileage Reimbursement	City shall reimburse the Firm the consultant’s mileage to and from City’ s place of business at a rate of \$.55 per mile.
Air Travel	City shall reimburse the Firm for the consultant’s air travel expenses including but not limited to \$_____
Business-related Expenses	City shall reimburse the Firm for consultant’s business-related expenses including but not limited to....
Other...	

The Services Fees set forth above shall increase by five percent (5%) on 1 January 2020 annually thereafter. Services Fees may be prorated by the Firm as appropriate. If City expressly approves or requests that a consultant’s work overtime hours, and if the Firm is required to pay such Consultant overtime rates for such work, City hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1. 5 times the Services Fees rates set forth above.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until <date> and shall continue month to month after said date if mutually agreed upon in writing. After, this date, the schedule may be extended by:

- a. by the City in the event that services are requested for a longer period of time;
- b. rate shall be a simple extension of the existing agreement and expected completion date reduced to writing and approved by both the City and Firm (or unless otherwise agreed in writing); and
- c. availability and approval of the Interim Professional.

Schedule may be terminated either:

- a. by either party without cause by providing the other party 30 days' prior written notice of termination; or
- b. by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect. It is understood and agreed that if for any reason the Consultant originally appointed cannot perform his duties, the City, in its sole discretion, may terminate this Agreement or request that Firm provide a substitute. Should the City terminate this agreement without cause before, City shall pay to the Firm as a termination fee of fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of City' s early termination.

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

City: City of _____, _____

ATTEST:

City Manager / Mayor _____

Date: _____

City Clerk _____

Date: _____

Agreed to and accepted by Municipal Solutions, LLC:

By: David A. Evertsen, CEO

Date: _____

EXHIBIT B: THE VALUES AND POLICIES OF MUNICIPAL SOLUTIONS LLC

Municipal Solutions is committed to strengthening local government worldwide. With this mission in mind MS has formulated values and policies that steer the operation of our organization.

- I. **Code of Conduct.** *Wherever we operate we aim for the highest standards of performance and behavior in everything we do, according to certain principles that shall govern the conduct of every employee and expert of Municipal Solutions. (See Code of Conduct below). We are aware that statements on paper are not sufficient to avoid condemnable behavior so we see the Code of Conduct as an instrument which is only useful if we discuss the mentioned values when we are confronted with dilemma's in the daily practice of our work. The management will review annually our attention for the values expressed in the Code of Conduct.*
- II. **Human Resources.** *Our Analysts, Senior Analysts, Consultants and Board Members are central to everything we do. Municipal Solutions will invest in skills and talents of their employees through ongoing training and development.*
- III. **Security and Safety.** *We take security and safety very seriously. That is why we have a well elaborated security and safety policy to protect our employees and experts on assignments around the world.*
- IV. **Sustainable Entrepreneurship.** *We want to contribute to sustainable growth that is why we operate in a way that minimizes negative environmental impact and maximizes positive social impact.*

Code of Conduct Municipal Solutions

1. We are dedicated to the concepts of effective, efficient local government service delivery and strive to assist local governments globally to fulfill their stewardship to the residents of the communities served.
2. We affirm the dignity and worth of the services rendered by democratic government and maintain a constructive, creative, and practical attitude to local government affairs and a deep sense of social responsibility.
3. We know that we are the ambassadors of Municipal Solutions. We are dedicated to the highest ideals of honor, integrity and trustworthiness in all public and personal relationships, which means amongst other things that the use of illegal drugs, excessive consumption of alcohol, sexual harassment and bribery are prohibited in all circumstances. We are fair and do not discriminate.
4. We strive to achieve the highest quality, effectiveness and dignity in both the process and the products of our professional work. We only accept an assignment if we are able to offer the know-how and qualifications to fulfill. We are straight and clear in our accountability for the results and failures of our work. We are open for criticism and see that as a stimulus for improving the quality of work.
5. We acquire and maintain professional competence, share information with our colleagues, and accept and provide appropriate professional review.
6. We listen carefully to our clients, partners and contracting agents in order to be able to understand and address their real needs.

7. We know that we are doing our work on the request of our clients. We respect cultural values, sensitivities and national laws of the country in which we work. We stick to contracts, agreements, and assigned responsibilities.
8. We honor property rights including copyrights and patent and give proper credit for intellectual property. We respect the privacy of others and honor confidentiality.
9. We are aware that we sometimes work under difficult or dangerous circumstances and we fully comply with the 'Security and Safety Policy' of Municipal Solutions.
10. We uphold and promote the principles of this Code.

When becoming aware of a possible violation of the Municipal Solutions Code of Conduct by staff or experts of the organization, people are encouraged to report the matter to Municipal Solutions. In reporting the matter people may choose to go on record as the complainant or report the matter on a confidential basis. Reports of violation can be sent to our CEO and Principal, David Evertsen: 623 207-1309 via Email: devertsen@municipalsolutions.org