THE CITY OF CHARLOTTE MICHIGAN

PROPOSED AGENDA
SPECIAL MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750
7:00 P.M. Monday August 14, 2023

Interested persons can participate in-person or via Zoom
Connect to Zoom from your computer, tablet, or smartphone
Website: https://us02web.zoom.us/j/87651975248
One tap mobile: +16465588656,,87651975248#
Telephone: (312) 626-6799 Webinar ID: 876 5197 5248

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Absence of Council Members**

5. **Public Comment** - Limit presentation to five (5) minutes

6. **Approval of Agenda**

7. **Business Agenda**
   a. Resolution 2023-38 to approve settlement agreement for airport easement acquisition
   b. Review and consider approval of recruitment firm for executive search for recruitment of the City Manager

8. **Recess to Closed Session**
   a. Pursuant to Section 15.268 (f) to review applicants for Interim City Manager

9. **Reconvene Open Session**
   a. Approve dates and times for scheduling interviews for Interim City Manager

10. **Public Comment**

11. **Mayor and Council Comments**

12. Adjourn

~Mary LaRocque, City Clerk

ADDRESSING THE CITY COUNCIL

Comments shall be made only during times set aside for that purpose.
Each citizen may speak for up to 5 minutes during each public hearing and comments period.
Comments made during public hearings shall be relevant to the subject of the public hearing.
Comments shall be made from the podium unless otherwise directed by the Mayor.
Comments shall be directed to the Mayor and Council members.
Speakers shall begin by stating their name and indicate if they are a resident or non-resident of the City.
Speakers shall refrain from using vulgarity, hate speech or "fighting words."

McGINTY, HITCH, PERSON, ANDERSON & REVORE, P.C.

CONFIDENTIAL
ATTORNEY/CLIENT CORRESPONDENCE
NOT TO BE RELEASED WITHOUT
PERMISSION OF THE CHARLOTTE CITY COUNCIL

MEMORANDUM

TO: Charlotte City Council

FROM: Thomas M. Hitch, City Attorney

RE: **SETTLEMENT AGREEMENT FOR AVIGATION EASEMENT FOR THE MEADOWS/CHARLOTTE ESTATES**

DATE: August 11, 2023

The purpose of this memorandum is to transmit to the City Council a settlement agreement reached following mediation of this dispute. As the Council is aware, the negotiations had reached a stage where it was determined by counsel that mediation would be a reasonable option to bring this matter to a conclusion. After six hours working with the mediator, the Honorable Kenneth Schmidt (Ret.), the parties were able to reach the attached agreement.

The agreement provides that the City will pay $800,000 for the avigation easement. In exchange, the Meadows will execute an easement which gives the City the air rights to control the airspace above what is know as the Part 77 Surfaces above the Meadows/Charlotte Estates (hereinafter "Meadows"). A copy of the latest version of the avigation easement is attached.

In reaching this settlement amount of $800,000, the Meadows, instead of the City, has assumed the responsibility to remove the current trees. In conferring with Jon Van Duinen, our engineer, this will save the City approximately $115,000. As the Council may remember, for the other easements, it was the obligation of the City to remove the trees. The net cost then to the City for the settlement is estimated then at $685,000.

In reaching this settlement, another important consideration entered into these negotiations. At the end of August, the City will lose approximately $100,000 of its federal funds that were allocated to the airport by MDOT and the FAA if an agreement is not reached. Representatives of the Meadows were advised we were going to lose some of the money, but the exact amount was not made known to them.

In prior discussions with representatives of MDOT, the City had been advised that it could "escrow" funds so that the City would not lose the money. The City was recently advised, however, that it was only able to escrow funds if the City had an agreement to acquire an avigation easement. Working to get an easement, or filing suit to abate the nuisance, did not qualify for enabling the City to retain the funds longer than the five year window to use these federal funds. The City had received notices and a request from MDOT to release those funds, so that they could go to another airport. It is this

sense of urgency that brought this matter to this resolution.

Thus, as the City was going to lose this money, we could use it to "sweeten the pot." Under this settlement, the City is using $100,000 which it was going to lose by the end of August, and saving another $115,000 in money it had earmarked for removal of the trees for this project. Looking at it in this light the cost to the City of this easement, from the funds available as of September 1, 2023, is $585,000. Council may remember that our initial proposal to settle the case when negotiations began was $550,000, and we would be cutting down the trees.

I strongly urge the City Council to approve this settlement. If we were to litigate this matter, it is my opinion that the minimum attorney fees would be $300,000 to $400,000. During the mediation, we had several opportunities to meet directly with the principal owner of the Meadows, and it is clear to staff, as well as me, that this gentleman would fight the nuisance/condemnation case to the bitter end.

In discussing the legal aspects of this case with the Judge, it was his opinion that the City raised very significant legal issues, several of which have not been decided by the courts. His opinion was it might even interest the United States Supreme Court, if an application for certiorari was filed. The Judge thought that this litigation would go on for a minimum of four to six years. Under the City's theory of abating a nuisance, the trees would not be cut down, and the airport could not return to its normal operations of providing for instrument related takeoffs and landings during that time period. For this reason, the Judge strongly urged the City to accept the settlement at this amount.

By settling the case, it eliminates all of the issues surrounding paying just compensation if this were a formal condemnation. That is, the City would be responsible for the payment of all of the Meadows' expert witnesses used at the trial, and would pay one-third of the Meadows' attorney fees if the amount of the easement exceeded our good faith offer of $478,000.

It should also be recognized that if the City pursues this matter to abate the nuisance, none of those attorney fees are reimbursable by MDOT or the FAA. Those fees would be the sole responsibility of the City as airport funds would not be available to reimburse the City for its costs and legal fees in pursuing the abatement of the nuisance.

MDOT will, however, reimburse the City for all of its costs incurred in obtaining the easement, including the City's attorney fees incurred to date. It should also be noted that in this reimbursement arrangement, MDOT and the FAA reimburse 95 percent of the monies expended, with the City's share limited to 5 percent. The reimbursable amount of the $800,000 is $760,000. In this settlement, the City is only required to pay $40,000 as its share in acquiring this avigation easement.

As we discussed many times, the cost of an easement, from the beginning, was going to be significant. The benefits, however, in my opinion in enabling the airport to resume its normal operations, with the return of instrument related takeoffs and landings, reaching a fixed amount which will be principally funded with available federal and state money, and bringing this whole issue to a conclusion, far outweigh any other considerations. It is my opinion that this reasonable in light of the circumstances, given the importance of enabling the City to resume its normal operations at the airport.

TMH:md

SETTLEMENT AGREEMENT FOLLOWING MEDIATION

The parties hereby agree that the City of Charlotte (the "City") will compensate Meadows $800,000 in exchange for its execution of an agreed-upon avigation easement, which (i) represents the conveyance of an interest in the property in the manner and to the extent provided in the avigation agreement, and (ii) has arisen from the City's threat of an imminent condemnation or taking of such property interest. The City will withhold 5% of the settlement amount until the City and/or the Michigan Department of Transportation ("MDOT") determine that Meadows has ensured that its property initially complies with the height restrictions designated in the avigation easement. After Meadows ensures that its property complies with the height restrictions designated in the avigation easement, it will be the City's responsibility moving forward to ensure that the trees comply with the applicable height restrictions as specified in the applicable avigation easement.

In conjunction with the City, Meadows will remove or top off all trees that currently encroach onto the Part 77 surface area. The City's engineer will work with Meadows's designee to identify trees within ten feet of the Part 77 surface area and Meadows can at its sole and absolute discretion remove or trim said trees or take no action.

This agreement is contingent on the approval of Meadow's lender and the Charlotte City Council.

ACKNOWLEDGED AND AGREED ON AUGUST 9, 2023:

Robert Goodman, on behalf of Meadows Mobile Home Park and Sales, L.L.C.

Erin LaPere, on behalf of the City of Charlotte

Bryan Myrkle, on behalf of the City of Charlotte

Hon. Kenneth Schmidt (Ret.), Mediator

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_____

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_____

Hon. Kenneth Schmidt (Ret.), Mediator

CITY OF CHARLOTTE

RESOLUTION NO. 2023-38

RESOLUTION TO APPROVE AGREEMENT TO
ACQUIRE AVIGATION EASEMENTS FROM MEADOWS
MOBILE HOME PARK AND SALES, L.L.C.

WHEREAS, the City of Charlotte (the "City") and Meadows Mobile Home Park and Sales, L.L.C. (the "Meadows") entered into a mediation process in order to resolve the dispute regarding the acquisition of an avigation easement over the property owned by the Meadows ("Property"); and

WHEREAS, as a result of the mediation process, the City and Meadows executed an agreement entitled "Settlement Agreement Following Mediation ("Agreement") whereby the City will compensate the Meadows $800,000 in exchange for its execution of an agreed upon avigation easement over the Property; and

WHEREAS, two parcels make up the Property and the easement terms will be identical and those easements will be called E17 and E18; and

WHEREAS, it is provided that the Agreement is contingent upon the approval of the Meadows lender and Charlotte City Council; and

WHEREAS, the City Council finds that the settlement is in the best interest of maintaining the Fitch H. Beach Airport, which will permit the reinstitution of instrument rated takeoffs and landings, (including nighttime) and will promote the health and safety of persons using the airport, as well as those persons on the ground near the intersection of Lansing Road and Packard Highway, by removing or topping off all trees that currently encroach into the Part 77 Surface Areas within the affected area, and providing for the removal of future encroachments over the Property.

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves of the Settlement Agreement attached hereto and authorizes the Mayor and/or City Clerk to execute all necessary documents in order to acquire easements E17 and E18.

The foregoing Resolution was moved for adoption by Council Member _____ and seconded by Council Member _____ and declared adopted by the following vote:

AYES:
NAYES:
ABSENT:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
:ss.
COUNTY OF EATON)

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Charlotte at a regularly scheduled meeting held on Monday, August 14, 2023, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of the council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 14th day of August, 2023.

_____
Mary LaRocque, City Clerk
City of Charlotte
Eaton County, Michigan

Approved as to Form:

_____
Thomas M. Hitch (P25558)
Charlotte City Attorney

AVIGATION EASEMENT
(for properties located outside Runway Protection Zones)

THIS AGREEMENT is made this ___ day of _____, 2023 between **Charlotte Estates L.L.C.,** a Michigan limited liability company, whose address is 5640 W. Maple Road, Suite 303, West Bloomfield, MI 48322 ("GRANTOR"), and **City of Charlotte**, a Michigan municipal corporation, whose address is 111 E. Lawrence Avenue, Charlotte, MI 48813 ("GRANTEE").

WHEREAS, the GRANTEE is the owner and operator of the Charlotte, Fitch H. Beach Municipal Airport ("Airport"), situated in Eaton County, Michigan, and in close proximity to property owned by the GRANTOR;

WHEREAS, the GRANTEE desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the Airport; and

WHEREAS, the parties are entering into this Agreement, as a result of the parties' intention to provide the grant of an easement and the acceptance thereof, pursuant to the terms contained herein, which terms have arisen from GRANTEE's threat of an imminent condemnation.

NOW THEREFORE, for the full consideration set forth in the accompanying Real Estate Transfer Tax Valuation Affidavit, the receipt and sufficiency of which is acknowledged, the GRANTOR conveys to the GRANTEE, its successors and assigns, for the benefit of the general public at large, an easement for the free, unobstructed passage of aircraft landing upon, taking off from, or maneuvering about the Airport, as legally permitted by state and federal statutes, rules and/or regulations governing aircraft operations on or near airports, in and through the air space over and across the "Easement Property" (described herein), subject to the terms stated below:

1. **Definitions**. The following terms shall have the following meaning for purposes of this Agreement:

   (a) "Easement Property" shall mean that portion of GRANTOR's Parcel legally described in Sheet 2 of 2 of **Exhibit "X"** dated 05/10/2021, attached hereto and incorporated herein by this reference, being the area (i) over which GRANTEE has certain rights to the airspace, and to the protection of such airspace, under this Agreement, and (ii) the boundaries of which are outlined by "PARCEL/EASEMENT" lines on Exhibit "X."

   (b) "Grantor's Parcel" shall mean real property owned by GRANTOR, which is legally described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

   (c) "Landscaping Work" shall mean work shall mean trimming, cutting, removing and otherwise altering soil, grass, trees, shrubbery, crops, vegetation and other natural growth, and removing the associated debris, and planting of new trees or other vegetation where provided hereunder.

(d) "Prior Easements" shall mean, if and to the extent currently applicable to the Grantor's Parcel, (i) that certain Avigation Easement dated October 22, 1963, recorded October 30, 1963 in Liber 356, Page 40, Eaton County Records, and (ii) that certain Avigation Easement dated December 28, 1967 recorded April 9, 1968 in Liber 397, Page 353, Eaton County Records.

2. **Rights Dependent Upon Airport Use**. This easement shall terminate at such time that the Airport is no longer used for public airport purposes.

3. **GRANTEE's Rights**. In furtherance of the purpose of this easement, the GRANTEE is permitted to do the following:

(a) GRANTEE may keep the air space above the heights described and depicted on the attached Exhibit "X" clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above those heights.

(b) GRANTEE shall have a non-exclusive right when and as reasonably needed, under which it may, from time to time, remove to ground level any or all natural growths which extend on the Easement Property above the heights described and depicted on the attached Exhibit "X" to the extent such action is reasonably necessary in furtherance of the purpose of this easement. Examples include situations in which: (i) trimming is unsafe or not reasonably possible, (ii) the species of the tree or other natural growth is too fast growing, or (iii) trimming would have a reasonable probability of killing the tree or other natural growth or causing it to become susceptible to disease. GRANTEE shall provide written notice to GRANTOR, in accordance with Section 6(a) hereof, prior to exercising GRANTEE's rights and undertaking any such activities under this Subsection (b).

(c) GRANTEE shall have a non-exclusive right when and as reasonably needed, under which it may, from time to time, remove obstructions from the Easement Property to the extent such action is reasonably necessary in furtherance of the purpose of this easement. GRANTEE shall provide written notice to GRANTOR, in accordance with Section 6(a) hereof, prior to exercising GRANTEE's rights and undertaking any such activities under this Subsection (c).

(d) GRANTEE may use the air space above the Easement Property for any and all lawful activities that are inherent in the operation of aircraft operated in compliance with applicable law, subject to the terms of Paragraph 5, below. Said operation of aircraft includes landing at, taking off from, or operating on or near the Airport. The air space which Grantee may use under this Agreement consists of the air space above the height of a conceptual surface represented by the Airspace Contours shown on Exhibit "X."

4. **Restrictions and Covenants Relating to GRANTOR**. In furtherance of this Agreement, the GRANTOR covenants, both on its own behalf and on behalf of its successors and assigns, for and during the term of this easement, as follows:

(a) The GRANTOR shall not construct upon the Easement Property any structure that extends above the heights described and depicted on the attached Exhibit "X." Provided, however, that any removal or trimming of trees or other natural growth on the Easement Property, as required, permitted or otherwise contemplated herein, shall be conducted by the GRANTEE or the GRANTEE's agents at the GRANTEE'S sole cost.

(b) The GRANTOR shall not promote any activity on the Easement Property that is incompatible, in a material respect, with the purpose of this easement. GRANTOR shall not be responsible or liable to any extent for, and GRANTOR shall be exonerated from any claims attributable to, negligent or unlawful activities conducted by anyone on Grantor's Parcel, including but not limited to GRANTOR's

tenants and their visitors and guests. However, if GRANTEE informs GRANTOR, in writing, that such negligent or unlawful activities are taking place on Grantor's Parcel, then GRANTOR shall not be exonerated from any responsibility that may exist under applicable law (determined without regard to this Agreement) for any act undertaken by GRANTOR which causes or which worsens the ongoing conduct of such negligent or unlawful activities.

(c) The GRANTOR shall not intentionally and knowingly cause to be located in the Easement Property any device that will create electrical interference with radio communication between the installation upon the Airport and aircraft, or that will impair visibility in the vicinity of the Airport, or that will otherwise endanger the landing, taking-off or maneuvering of aircraft. GRANTEE shall provide prompt written responses to GRANTOR's inquiries concerning devices that are permitted or prohibited, with such back-up detail as GRANTOR may reasonably request. GRANTOR shall have the right to rely upon such written information from GRANTEE in GRANTOR's purchase or installation of devices, which GRANTOR can then maintain. GRANTEE shall pay additional compensation to GRANTOR, as warranted from time to time, for the reasonable cost of GRANTOR switching to alternative devices due to a change in applicable restrictions. Until GRANTEE provides written notice to GRANTOR of specific devices actually being used by GRANTOR that violate the restrictions imposed upon GRANTOR hereunder, and a reasonable period in which GRANTOR may cure the violation, GRANTOR shall have the right to operate devices, now or in the future, which are commonly used by residential communities, such as but not limited to remote readers which measure the use or consumption of water, gas, electricity and other utilities. For the avoidance of doubt, GRANTOR shall have the unrestricted right to operate devices, now or in the future, which are commonly considered FCC compliant.

(d) Except as otherwise expressly permitted hereunder or described herein, the GRANTOR shall not alter the current nature of the Easement Property for any new use that would be incompatible with the operation of the Airport, in a material respect, including the following: landfills, open dumps, waste disposal sites, storm water retention ponds and new wetlands, planting of crops that would attract or sustain hazardous bird movements, or any new use that would be incompatible, in a material respect, with the operation of the Airport. For the avoidance of doubt, this Agreement does not prohibit GRANTOR's use of customary dumpsters.

(e) GRANTOR, in selecting new trees as part of the future landscaping, shall not plant such trees that it reasonably expects will grow and reach heights that breach the surfaces as depicted in Exhibit "X" within an unreasonably short period of time in light of the goal of the parties to minimize need for significant future trimming of trees.

5. **Restrictions and Covenants Relating to GRANTEE**. In furtherance of this Agreement, the GRANTEE covenants, both on its own behalf and on behalf of its successors and assigns, for and during the term of this easement, as follows:

(a) If GRANTEE removes any trees or natural growth from the Easement Property, then at GRANTEE's sole expense, GRANTEE must (i) grind the stump and vegetation down to surface level, and (ii) grade the surface to a smooth plane. GRANTEE shall be responsible for payment of all costs related to such work, including removing the tree and associated debris from the Grantor's Parcel and properly disposing of the same.

(b) The GRANTEE shall not promote any activities over the Easement Property that are incompatible, in a material respect, with the lawful use of Grantor's Parcel. In addition, GRANTEE's use of air space and the Easement Property under this Agreement shall not include any aircraft landing, aircraft trespass, explosion, crash, falling objects, dumping or spillage of liquid fuel or any other occurrence causing direct physical injury to persons or direct physical damage to property.

(c) The GRANTEE shall supervise the operation of the Airport to assure compliance with the Airport Rules and Regulations promulgated or approved by the Charlotte City Council in accordance with the Charlotte Code of Ordinances, and to assure compliance with other applicable ordinances and laws and compliance with advisories or pronouncements from governing agencies, as in effect from time to time.

6. **GRANTEE's Activities**.

(a) Except to the extent necessary to prevent imminent danger to health, safety or welfare, if GRANTEE intends to enter upon the Easement Property for purposes of engaging in any Landscaping Work or otherwise exercising any rights hereunder, then GRANTEE shall notify GRANTOR in writing of GRANTEE'S intent at least forty five (45) days prior to entry. As part of the notice required under the preceding sentence, GRANTEE shall provide GRANTOR reasonably detailed plans describing the planned Landscaping Work, including details on vegetation to be removed, details on vegetation to be planted, and the proposed schedule for entry onto Grantor's Parcel. GRANTOR shall then have the period of fifteen (15) days following its receipt of the plan documents to provide GRANTEE with detailed objections or requests for revisions thereto. If GRANTOR raises any objections or provides any requests for revisions, GRANTEE, together with its consultants and representatives of any governing agencies (if applicable), shall meet with GRANTOR and its consultants in an effort to resolve any differences prior to GRANTEE commencing Landscaping Work. If the parties cannot reach agreement, then the parties will discuss whether to seek a nonbinding opinion from a licensed landscape architect in an effort to resolve any disputed matters. The parties would jointly select such architect, and the architect's fees would be paid as mutually agreed in writing at that time.

(b) Prior to commencing any Landscaping Work on the Easement Property, GRANTEE shall procure, or GRANTEE shall cause its contractors and subcontractors to procure, the insurance coverages specified herein below. Such insurance shall be maintained in effect during the course of work on the Easement Property.

(c) GRANTEE and its contractors or agents shall perform all Landscaping Work on the Easement Property in a good, safe, workmanlike and lien-free manner in accordance with all applicable laws, rules, orders and regulations or codes. Furthermore, while engaging in any Landscaping Work on the Easement Property, GRANTEE shall not unreasonably or materially interfere with use of Grantor's Parcel by GRANTOR's tenants, their visitors and other invitees.

(d) GRANTEE shall, at its sole cost and expense, promptly remove any debris resulting from Landscaping Work and from GRANTEE's entry upon the Easement Property, and promptly repair any damage to the GRANTOR's Parcel caused by GRANTEE or its contractors or agents. GRANTEE shall, at its sole cost and expense, promptly restore the impacted areas of the GRANTOR's Parcel (other than permanent changes permitted by this Agreement) to substantially the same condition that existed before the commencement of such Landscaping Work and entry.

(e) If GRANTEE fails to perform any obligation in this Agreement, and fails to cure such nonperformance within thirty (30) days after written notice from GRANTOR (as extended for weather, disease, government shut-down orders and/or other delays outside of GRANTEE's reasonable control), then GRANTOR shall have the right, but not the obligation to perform the obligation and be reimbursed for the reasonable cost of that performance by GRANTEE within thirty (30) days after receipt of an invoice with reasonable supporting documentation.

7. **GRANTOR's Retained Rights**.

(a) GRANTOR hereby reserves for itself, its successors and assigns, all right, title and interest in

and to Grantor's Parcel and the Easement Property, which GRANTOR shall have the right to use and enjoy in any manner that does not materially interfere with the rights and benefits expressly provided herein for GRANTEE. By way of example, without being limited by the preceding sentence, GRANTOR reserves any and all rights it may now or hereafter possess, subject to GRANTOR's compliance with governing federal, state and local law and the requirements of governing Federal Aviation Administration regulations, (i) to establish and maintain detention ponds anywhere on Grantor's Parcel if approved (when required) by the Eaton County Drain Commissioner's office or other local land use authority, and (ii) to establish and maintain retention ponds or wetlands on areas on Grantor's Parcel that are outside the Easement Property.

(b) GRANTOR shall have the ongoing right to grant other easements over, under and across the Easement Property, provided that such subsequent easements do not materially interfere with the rights and benefits expressly provided herein for GRANTEE.

(c) The terms of this Agreement shall not operate to deprive GRANTOR or GRANTOR's directors, officers, members, managers, shareholders, partners, principals, agents, employees, representatives, affiliates and subsidiaries, or their tenants, visitors and guests, of any rights which they may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft, or for any other incident which causes actual physical injury to individuals or damage to property, including but not limited to the right to pursue claims in a court of competent jurisdiction.

(d) The terms of this Agreement shall not operate to preclude GRANTOR or its tenants from participating in any noise mitigation programs for which they may be eligible, provided by GRANTEE, by the Federal Aviation Administration or by any other governmental or non-governmental agency. Further, upon request, GRANTEE shall affirmatively assist GRANTOR and its tenants in seeking any such benefits which may be available.

8. **Indemnification by GRANTEE**. GRANTEE shall indemnify, defend and hold harmless GRANTOR and GRANTOR's directors, officers, members, managers, shareholders, partners, principals, agents, employees, representatives, affiliates and subsidiaries (collectively the "Indemnitees") from and against any and all claims, debts, causes of actions, judgments, liabilities, losses, demands, damages or expenses, including reasonable attorneys' fees, suffered by any of the Indemnitees to the extent due to or arising from (i) the actions within or around, or the use of, the Easement Property by GRANTEE or its contractors, subcontractors, agents, employees and representatives, (ii) any injury or death to person or damage to property (including but not limited to damage to above-ground and underground utilities and facilities) arising from or in any manner relating to the exercise by GRANTEE of its rights or privileges granted hereunder, and/or (iii) GRANTEE's failure to comply with or breach of any of the covenants, terms, or conditions of this Agreement. Provided, however, nothing herein shall be construed as waiving any rights or privileges of governmental immunity existing under any applicable law, including as provided by MCL 691.1401 *et seq*. The terms and conditions of this Section shall survive any termination of this Agreement with respect to matters occurring prior to such termination. For the avoidance of doubt, the parties affirm that GRANTEE is not assuming responsibility for personal injury or property damage to the extent attributable to negligent or unlawful operation of aircraft by any air carrier or private operator.

9. **Insurance.** The GRANTEE covenants and agrees that any contractors, subcontractors or agents of GRANTEE who enter upon the Easement Property will be insured through their own policies and/or through GRANTEE's policies, at the sole cost and expense of the principal insured party, with commercial general liability insurance covering their activities on the Easement Property under this Agreement against claims for personal injury or death and property damage, such insurance to be written on an occurrence basis (not a claims made basis), with combined single limit coverage of not less than Two Million Dollars ($2,000,000.00) and with a general aggregate limit of not less than Three Million Dollars ($3,000,000.00) for each policy year. GRANTOR may from time to time require reasonable increases in any such limits. Such policy shall name GRANTOR, and any other party reasonably designated by

GRANTOR, as an additional insured party and such coverage for the additional insured shall be at least as broad as that afforded to the principal insured party. The limits of insurance provided to the additional insured shall be the greater of that set forth in this Agreement or the full per occurrence limit set forth in the policy. Such policy shall contain a provision that the insurer will give to GRANTOR and such other parties in interest at least thirty (30) days notice in writing in advance of any cancellation, termination or lapse of insurance. Such policy shall be written as a primary policy which does not contribute to and is not in excess of coverage which GRANTOR may carry. Certificates of insurance shall be provided to GRANTOR upon request.

10. **Liens**. GRANTEE has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by GRANTEE, operation of law or otherwise, to attach to or be placed upon GRANTOR's title or interest in the Easement Property or any other portion of the Grantor's Parcel, and any and all liens and encumbrances created by GRANTEE shall attach to GRANTEE's interest only. GRANTEE shall not cause or permit any mechanics or materialmen liens to attach to or be placed upon the Easement Property or any other portion of the Grantor's Parcel.

11. **Liability Limitations**. Neither GRANTOR nor any director, officer, member, manager, shareholder, partner, principal, agent, employee or representative of GRANTOR shall have any personal liability with respect to any of the provisions of this Agreement. In the event GRANTOR is in breach or default with respect to GRANTOR's obligations under this Agreement, GRANTEE shall look solely to the equity of GRANTOR in the Grantor's Parcel for the satisfaction of GRANTEE's remedies. In no event shall GRANTOR be liable for any punitive, speculative, special or consequential damages.

12. **Title; Prior Easements Superseded**. GRANTOR makes no representations or warranties with respect to the state of title to the Grantor's Parcel. This Agreement and the easements granted herein shall be subject to, and GRANTEE shall comply with, any and all recorded encumbrances, easements, rights-of-way and restrictions affecting the Grantor's Parcel. Notwithstanding the foregoing, this Agreement shall be deemed to amend the Prior Easements, and this Agreement shall supersede the application of the Prior Easements for all purposes, with respect to Grantor's Parcel (but not with respect to any other land covered thereby); and the Prior Easements shall have no further force or effect with respect to Grantor's Parcel, from and after the date hereof.

13. **Mortgagee Protections**. The following provisions are for the benefit of the holder ("Mortgagee") of any first mortgage ("Mortgage") encumbering the Grantor's Parcel. Any Mortgagee who provides a written request to the GRANTEE stating its name and address and indicating that its Mortgage encumbers all or part of the Grantor's Parcel shall be entitled to a copy of any notice of default by GRANTOR under this Agreement, and the Mortgagee shall have the right, but not the obligation, to cure any such default within thirty (30) days after its receipt of such notice of default, or within such longer period of time as may be reasonably required under the circumstances.

14. **Estoppel Certificates**. Within twenty (20) days of delivery of a written request from either party to the other party, such recipient shall execute and deliver a certificate addressed to such persons as the requesting party may reasonably request confirming, if such then be the fact, (i) that this Agreement is in full force and effect, (ii) that the party executing the certificate knows of no existing defaults by the requesting party under this Agreement, or if such defaults are known, specifying the same, and (iii) the status of any other matter regarding this Agreement requested by the requesting party. In addition to the requesting party, the parties to whom such estoppel certificate is certified shall be entitled to rely on the certificate.

15. **Entire Agreement**. Apart from the consideration paid by GRANTEE to GRANTOR for the grant of easements hereunder, this Agreement contains the entire understanding of the parties regarding the grant of easements set forth herein; and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.

16. **Notices**. Notices to a party as permitted or required hereunder shall be in writing and shall be delivered or sent by personal delivery, by certified mail (postage prepaid and return receipt requested), or by overnight delivery by a reputable national carrier. Notice may also be given by telefax, email or other electronic means, if the recipient provides written confirmation of receipt or if there is other reliable proof of delivery. In addition, a copy of each such notice intended for a party shall be furnished to such additional addressees for that party as may be specified herein or specified in a like notice. Delivery shall be deemed to have been made upon personal delivery (including by electronic means), three (3) business days after deposit with the US Postal Service for certified mail delivery, and one (1) business day after deposit with an overnight courier service for next day delivery.

For purposes hereof, the address of each party shall be as follows:

If to GRANTOR:

Robert Goodman
5640 W. Maple Road, Suite 303
West Bloomfield, MI 48322
rgoodman@westmaplegroup.com
248-789-5335 Phone (cell)
248-626-2127 Fax

With a copy to:
Steven R. Cole
Bodman PLC
201 W. Big Beaver, Suite 500
Troy, Michigan 48084
scole@bodmanlaw.com
248-470-2172 Phone (cell)
248-743-6002 Fax

And with a copy to:
Mark S. Kassab
Senior Vice President
M. Shapiro Real Estate Group
31550 Northwestern Highway, Suite 220
Farmington Hills, MI 48334
mkassab@mshapirorealestate.com
248-865-0066 Phone
248-865-1166 Fax

If to GRANTEE:

City of Charlotte
Attention: City Clerk and Chairperson of Airport Advisory Board
111 E. Lawrence Avenue
Charlotte, MI 48813

With a copy to:

City Manager, City of Charlotte
111 E. Lawrence Avenue
Charlotte, MI 48813

Any party may change its address for notice (or for copies) by written notice to the other party in the manner specified above.

17. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws and regulations.

18. **Waiver of Default**. No waiver of any default by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The rights and remedies given to any party to this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

19. **Severability**. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that any such deletions can be made without materially changing the basic agreement between the parties. If such deletions cannot be made without materially changing the basic agreement between the parties, then the parties agree to amend, or to permit the court to amend, this Agreement to accomplish essentially the same transaction without such illegal, invalid or unenforceable provisions.

20. **Amendment**. This Agreement may be modified or amended, in whole or in part, only by an amendment in writing, executed and acknowledged by the parties and duly recorded with the Eaton County Register of Deeds.

21. **Agreements Run With Land**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, solely in their capacity as owners of their respective parcels described herein, and solely during their ownership of such parcels. The terms of this Agreement shall run with the land for the benefit of GRANTOR and GRANTEE, and their successors and assigns, and shall expire upon termination of the easement rights granted herein.

22. **Attorneys' Fees**. If any party brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial or appeal or post-judgment collection, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as determined by the court. The parties agree that "prevailing party" means the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not necessarily receiving an award of damages (or the extent of damages sought) or other form of recovery.

23. **No Partnership or Joint Venture**. Nothing in this Agreement shall be construed to make the parties herein partners or joint venturers or render any of the parties liable for the debts or obligations of the other.

24. **Headings**. The headings in this Agreement are provided for convenient reference only, are wholly without substantive effect, and shall not be employed in the interpretation or enforcement of this Agreement.

25. **Construction**. Each party has participated fully in the negotiation and preparation of this Agreement with full benefit or availability of counsel. Accordingly, this Agreement shall not be more strictly construed against either party.

26. **Counterparts**. This Agreement may be executed by the parties on any number of separate counterparts and all such counterparts so executed constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

27. **No Dedication to Public**. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Grantor's Parcel, except for the limited rights expressly stated herein. No easements, except as expressly set forth herein, shall be implied by this Agreement.

28. **Transfer Tax**. This instrument is not exempt from state or county real estate transfer tax. From its own funds, GRANTEE shall pay the full amount of such taxes, on behalf of GRANTOR, simultaneous with the recording of this Agreement.

[Remainder of page intentionally left blank]

Signature page attached to and part of Avigation Agreement – Parcel # E17

EXECUTION BY GRANTOR

SIGNED THIS _____ DAY OF _____, 2023:

Charlotte Estates L.L.C., a Michigan limited liability company

By: _____
Robert Goodman
Title: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this ___ day of _____, 2023, before me, a Notary Public in and for the county stated below, personally appeared Robert Goodman, to me known to be the same person described in, and who executed, the within instrument as Manager of Charlotte Estates L.L.C., a Michigan limited liability company, for the company.

_____

Notary Public, _____ County, Michigan,
My Commission Expires: _____
Acting in the County of Oakland

[GRANTEE's signature is on the next page]

Signature page attached to and part of Avigation Agreement – Parcel # E17

EXECUTION BY GRANTEE

SIGNED THIS _____ DAY OF _____, 2023:

City of Charlotte, a Michigan municipal corporation

By: _____
Michael Armitage
Title: Mayor

By: _____
Mary LaRocque
Title: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF EATON)

On this ___ day of _____, 2023, before me, a Notary Public in and for the county stated below, personally appeared Michael Armitage, Mayor, and Mary LaRocque, City Clerk, of the City of Charlotte, a Michigan municipal corporation, to me known to be the same persons described in, and who executed, the within instrument for the City.

_____

Notary Public, _____ County, Michigan,
My Commission Expires: _____
Acting in the County of Eaton

[GRANTOR's signature is on the preceding page]

Drafted by and when recorded please return to the following (name and address): Steven R. Cole Bodman PLC 201 W. Big Beaver, Suite 500 Troy, Michigan 48084	State Transfer Tax and County Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

Parcel No.: E17 Name: Charlotte Estates L.L.C. Federal Project No.:

Exhibit "A" – GRANTOR's Parcel

AVIGATION EASEMENT

Property Tax Code: 200-005-300-120-00	**Parcel No.: E17**

PROPERTY DESCRIPTION (entire parcel):

The land referred to in this commitment, situated in the Township of Eaton, County of Eaton, and State of Michigan, is described as follows:

Commencing at the South 1/4 corner of Section 5, Town 2 North, Range 4 West, Eaton Township, Eaton County, Michigan; thence North 89 degrees 25 minutes 33 seconds West 396.00 feet along the South line of said Section to the true point of beginning; thence North 89 degrees 25 minutes 33 seconds West 150.00 feet along said South line; thence North 00 degrees 02 minutes 30 seconds West 408.40 feet parallel with the North-South 1/4 line of said Section; thence North 89 degrees 25 minutes 33 seconds West 1193.11 feet parallel with the South line of said Section; thence along the Southeasterly right of way line of highway 1-69, 1371.31 feet along a 4283.66 feet radius curve concave to the Southeast whose chord bears North 48 degrees 29 minutes 34 seconds East 1365.46 feet; thence South 89 degrees 32 minutes 50 seconds East 715.82 feet along the East-West 1/8 line of the Southwest 1/4 of said Section; thence South 00 degrees 02 minutes 30 seconds East 703.36 feet along the North-South 1/4 line of said Section; thence North 89 degrees 25 minutes 33 seconds West 396.00 feet; thence South 00 degrees 02 minutes 30 seconds East 621.72 feet to the point of beginning.

Commonly known as vacant land, Charlotte, Michigan.

Exhibit "X"

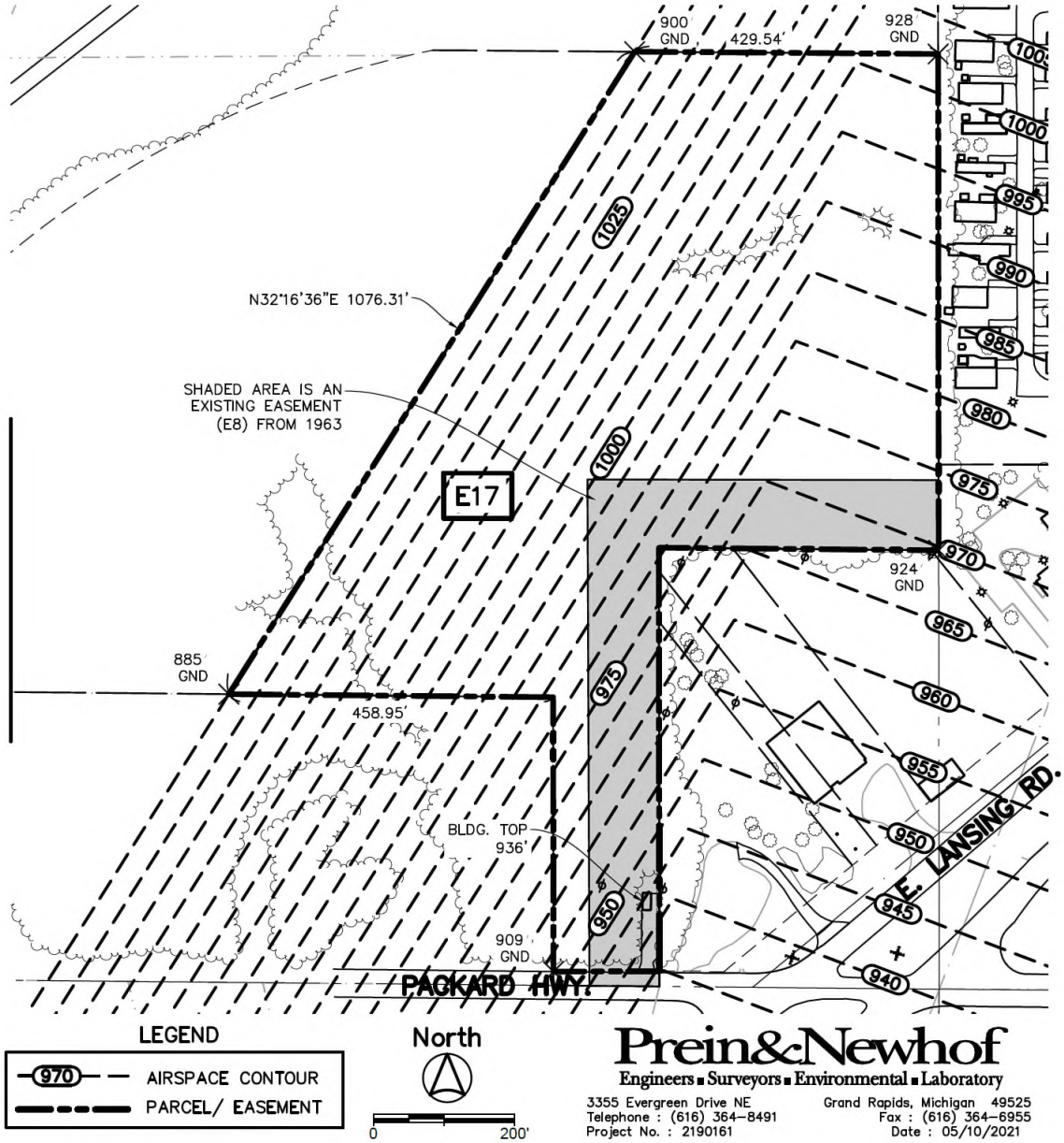
EXHIBIT "X" E17

SHEET 1 OF 2

PARCEL NO. 200–005–300–120–00 (PACKARD HWY.)

FITCH H. BEACH AIRPORT – CHARLOTTE, MI

SEE NOTES AND AVIGATION EASEMENT ON THE FOLLOWING PAGE.



Prein&Newhof

Engineers ■ Surveyors ■ Environmental ■ Laboratory

3355 Evergreen Drive NE
Telephone : (616) 364–8491
Project No. : 2190161

Grand Rapids, Michigan 49525
Fax : (616) 364–6955
Date : 05/10/2021

Avigation Easement – Airport Parcel #: E17 (Ch. Estates) Airport Name: Charlotte FPK (8/11/23):

EXHIBIT "X" E17

PARCEL NO. 200-005-300-120-00 (PACKARD HWY.)

FITCH H. BEACH AIRPORT – CHARLOTTE, MI

AVIGATION EASEMENT LEGAL DESCRIPTION

NOTES

1. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL THEREOF. ALL ALLOWABLE ELEVATIONS SHOWN ARE IN FEET ABOVE MEAN SEA LEVEL.
2. IN ORDER TO PREVENT FREQUENT MAINTENANCE TO PROPERTIES WITH AVIGATION EASEMENTS, ALL VEGITATION GROWING WITHIN TEN FEET (10.0') OF THE FAR PART 77 CONTOUR MAY BE REMOVED TO GROUND AS PART OF THIS AVIGATION EASEMENT.
3. ANY VEGITATION WITHIN THE BOUNDARIES OF THE EASEMENT THAT PENETRATE OR GROW TO WITHIN TEN FEET (10') OF THE APPROACH SURFACE IN THE FUTURE WILL ALSO BE ELIGIBLE FOR REMOVAL BY THE CITY OF CHARLOTTE OR IT'S AGENTS UNDER THE CONDITIONS OF THIS EASEMENT.
4. ELEVATIONS ARE BASED ON SURVEY FROM APRIL OF 2019.

EASEMENT DESCRIPTION

AN AVIGATION EASEMENT CONSISTING OF THE AIRSPACE AS DESCRIBED BELOW; ABOVE THE FAR PART 77 SURFACES OF THE FITCH H. BEACH AIRPORT. THESE SURFACES ARE MORE COMMONLY DESCRIBED AS; COMMENCING AT RUNWAY 21 AT AN ELEVATION OF 891' AND RISING NORTHERLY OVER THE PARCEL AT THE ELEVATIONS INDICATED ON THIS EXHIBIT X DRAWING.

ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 5, T2N, R4W, EATON TOWNSHIP, EATON COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N89°25'33"W 396.00 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING: THENCE CONTINUING N89°25'33"W 150.00 FEET ALONG SAID SOUTH LINE; THENCE N00°02'30"W 408.40 FEET PARALLEL WITH THE NORTH–SOUTH 1/4 LINE OF SAID SECTION; THENCE N89°25'33"W 458.95 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE N32°16'36"E 1076.31 FEET TO THE EAST–WEST 1/8 LINE OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE S89°32'50"E 429.54 FEET ALONG SAID 1/8 LINE TO THE NORTH–SOUTH 1/4 LINE OF SAID SECTION; THENCE S00°02'30"E 703.36 FEET ALONG SAID 1/4 LINE; THENCE N89°25'33"W 396.00 FEET; THENCE S00°02'30"E 621.72 FEET TO THE POINT OF BEGINNING.

Prein&Newhof
Engineers ■ Surveyors ■ Environmental ■ Laboratory
3355 Evergreen Drive NE Grand Rapids, Michigan 49525
Telephone : (616) 364-8491 Fax : (616) 364-6955
Project No. : 2190161 Date : 05/10/2021

AVIGATION EASEMENT
(for properties located outside Runway Protection Zones)

THIS AGREEMENT is made this ___ day of _____, 2023 between **Meadows Mobile Home Park and Sales L.L.C.,** a Michigan limited liability company, whose address is 5640 W. Maple Road, Suite 303, West Bloomfield, MI 48322 ("GRANTOR"), and **City of Charlotte**, a Michigan municipal corporation, whose address is 111 E. Lawrence Avenue, Charlotte, MI 48813 ("GRANTEE").

WHEREAS, the GRANTEE is the owner and operator of the Charlotte, Fitch H. Beach Municipal Airport ("Airport"), situated in Eaton County, Michigan, and in close proximity to property owned by the GRANTOR;

WHEREAS, the GRANTEE desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the Airport; and

WHEREAS, the parties are entering into this Agreement, as a result of the parties' intention to provide the grant of an easement and the acceptance thereof, pursuant to the terms contained herein, which terms have arisen from GRANTEE's threat of an imminent condemnation.

NOW THEREFORE, for the full consideration set forth in the accompanying Real Estate Transfer Tax Valuation Affidavit, the receipt and sufficiency of which is acknowledged, the GRANTOR conveys to the GRANTEE, its successors and assigns, for the benefit of the general public at large, an easement for the free, unobstructed passage of aircraft landing upon, taking off from, or maneuvering about the Airport, as legally permitted by state and federal statutes, rules and/or regulations governing aircraft operations on or near airports, in and through the air space over and across the "Easement Property" (described herein), subject to the terms stated below:

1. **Definitions**. The following terms shall have the following meaning for purposes of this Agreement:

   (a) "Easement Property" shall mean that portion of GRANTOR's Parcel legally described in Sheet 2 of 2 of **Exhibit "X"** dated 05/10/2021, attached hereto and incorporated herein by this reference, being the area (i) over which GRANTEE has certain rights to the airspace, and to the protection of such airspace, under this Agreement, and (ii) the boundaries of which are outlined by "PARCEL/EASEMENT" lines on Exhibit "X."

   (b) "Grantor's Parcel" shall mean real property owned by GRANTOR, which is legally described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

   (c) "Landscaping Work" shall mean work shall mean trimming, cutting, removing and otherwise altering soil, grass, trees, shrubbery, crops, vegetation and other natural growth, and removing the associated debris, and planting of new trees or other vegetation where provided hereunder.

(d) "Prior Easements" shall mean, if and to the extent currently applicable to the Grantor's Parcel, (i) that certain Avigation Easement dated December 13, 1963, recorded December 19, 1963 in Liber 356, Page 408, Eaton County Records, and (ii) that certain Avigation Easement dated December 13, 1963 recorded January 27, 1964 in Liber 357, Page 30, Eaton County Records.

2. **Rights Dependent Upon Airport Use**. This easement shall terminate at such time that the Airport is no longer used for public airport purposes.

3. **GRANTEE's Rights**. In furtherance of the purpose of this easement, the GRANTEE is permitted to do the following:

(a) GRANTEE may keep the air space above the heights described and depicted on the attached Exhibit "X" clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above those heights.

(b) GRANTEE shall have a non-exclusive right when and as reasonably needed, under which it may, from time to time, remove to ground level any or all natural growths which extend on the Easement Property above the heights described and depicted on the attached Exhibit "X" to the extent such action is reasonably necessary in furtherance of the purpose of this easement. Examples include situations in which: (i) trimming is unsafe or not reasonably possible, (ii) the species of the tree or other natural growth is too fast growing, or (iii) trimming would have a reasonable probability of killing the tree or other natural growth or causing it to become susceptible to disease. GRANTEE shall provide written notice to GRANTOR, in accordance with Section 6(a) hereof, prior to exercising GRANTEE's rights and undertaking any such activities under this Subsection (b).

(c) GRANTEE shall have a non-exclusive right when and as reasonably needed, under which it may, from time to time, remove obstructions from the Easement Property to the extent such action is reasonably necessary in furtherance of the purpose of this easement. GRANTEE shall provide written notice to GRANTOR, in accordance with Section 6(a) hereof, prior to exercising GRANTEE's rights and undertaking any such activities under this Subsection (c).

(d) GRANTEE may use the air space above the Easement Property for any and all lawful activities that are inherent in the operation of aircraft operated in compliance with applicable law, subject to the terms of Paragraph 5, below. Said operation of aircraft includes landing at, taking off from, or operating on or near the Airport. The air space which Grantee may use under this Agreement consists of the air space above the height of a conceptual surface represented by the Airspace Contours shown on Exhibit "X."

4. **Restrictions and Covenants Relating to GRANTOR**. In furtherance of this Agreement, the GRANTOR covenants, both on its own behalf and on behalf of its successors and assigns, for and during the term of this easement, as follows:

(a) The GRANTOR shall not construct upon the Easement Property any structure that extends above the heights described and depicted on the attached Exhibit "X." Provided, however, that any removal or trimming of trees or other natural growth on the Easement Property, as required, permitted or otherwise contemplated herein, shall be conducted by the GRANTEE or the GRANTEE's agents at the GRANTEE'S sole cost.

(b) The GRANTOR shall not promote any activity on the Easement Property that is incompatible, in a material respect, with the purpose of this easement. GRANTOR shall not be responsible or liable to

any extent for, and GRANTOR shall be exonerated from any claims attributable to, negligent or unlawful activities conducted by anyone on Grantor's Parcel, including but not limited to GRANTOR's tenants and their visitors and guests. However, if GRANTEE informs GRANTOR, in writing, that such negligent or unlawful activities are taking place on Grantor's Parcel, then GRANTOR shall not be exonerated from any responsibility that may exist under applicable law (determined without regard to this Agreement) for any act undertaken by GRANTOR which causes or which worsens the ongoing conduct of such negligent or unlawful activities.

(c) The GRANTOR shall not intentionally and knowingly cause to be located in the Easement Property any device that will create electrical interference with radio communication between the installation upon the Airport and aircraft, or that will impair visibility in the vicinity of the Airport, or that will otherwise endanger the landing, taking-off or maneuvering of aircraft. GRANTEE shall provide prompt written responses to GRANTOR's inquiries concerning devices that are permitted or prohibited, with such back-up detail as GRANTOR may reasonably request. GRANTOR shall have the right to rely upon such written information from GRANTEE in GRANTOR's purchase or installation of devices, which GRANTOR can then maintain. GRANTEE shall pay additional compensation to GRANTOR, as warranted from time to time, for the reasonable cost of GRANTOR switching to alternative devices due to a change in applicable restrictions. Until GRANTEE provides written notice to GRANTOR of specific devices actually being used by GRANTOR that violate the restrictions imposed upon GRANTOR hereunder, and a reasonable period in which GRANTOR may cure the violation, GRANTOR shall have the right to operate devices, now or in the future, which are commonly used by residential communities, such as but not limited to remote readers which measure the use or consumption of water, gas, electricity and other utilities. For the avoidance of doubt, GRANTOR shall have the unrestricted right to operate devices, now or in the future, which are commonly considered FCC compliant.

(d) Except as otherwise expressly permitted hereunder or described herein, the GRANTOR shall not alter the current nature of the Easement Property for any new use that would be incompatible with the operation of the Airport, in a material respect, including the following: landfills, open dumps, waste disposal sites, storm water retention ponds and new wetlands, planting of crops that would attract or sustain hazardous bird movements, or any new use that would be incompatible, in a material respect, with the operation of the Airport. For the avoidance of doubt, this Agreement does not prohibit GRANTOR's use of customary dumpsters.

(e) GRANTOR, in selecting new trees as part of the future landscaping, shall not plant such trees that it reasonably expects will grow and reach heights that breach the surfaces as depicted in Exhibit "X" within an unreasonably short period of time in light of the goal of the parties to minimize need for significant future trimming of trees.

5. **Restrictions and Covenants Relating to GRANTEE**. In furtherance of this Agreement, the GRANTEE covenants, both on its own behalf and on behalf of its successors and assigns, for and during the term of this easement, as follows:

(a) If GRANTEE removes any trees or natural growth from the Easement Property, then at GRANTEE's sole expense, GRANTEE must (i) remove the entire stump and natural growth, and (ii) grade the surface to a smooth plane. GRANTEE shall be responsible for payment of all costs related to such work, including removing the tree and associated debris from the Grantor's Parcel and properly disposing of the same.

(b) The GRANTEE shall not promote any activities over the Easement Property that are incompatible, in a material respect, with the lawful use of Grantor's Parcel. In addition, GRANTEE's use of air space and the Easement Property under this Agreement shall not include any aircraft

landing, aircraft trespass, explosion, crash, falling objects, dumping or spillage of liquid fuel or any other occurrence causing direct physical injury to persons or direct physical damage to property.

(c) The GRANTEE shall supervise the operation of the Airport to assure compliance with the Airport Rules and Regulations promulgated or approved by the Charlotte City Council in accordance with the Charlotte Code of Ordinances, and to assure compliance with other applicable ordinances and laws and compliance with advisories or pronouncements from governing agencies, as in effect from time to time.

6. **GRANTEE's Activities**.

(a) Except to the extent necessary to prevent imminent danger to health, safety or welfare, if GRANTEE intends to enter upon the Easement Property for purposes of engaging in any Landscaping Work or otherwise exercising any rights hereunder, then GRANTEE shall notify GRANTOR in writing of GRANTEE'S intent at least forty five (45) days prior to entry. As part of the notice required under the preceding sentence, GRANTEE shall provide GRANTOR reasonably detailed plans describing the planned Landscaping Work, including details on vegetation to be removed, details on vegetation to be planted, and the proposed schedule for entry onto Grantor's Parcel. GRANTOR shall then have the period of fifteen (15) days following its receipt of the plan documents to provide GRANTEE with detailed objections or requests for revisions thereto. If GRANTOR raises any objections or provides any requests for revisions, GRANTEE, together with its consultants and representatives of any governing agencies (if applicable), shall meet with GRANTOR and its consultants in an effort to resolve any differences prior to GRANTEE commencing Landscaping Work. If the parties cannot reach agreement, then the parties will discuss whether to seek a nonbinding opinion from a licensed landscape architect in an effort to resolve any disputed matters. The parties would jointly select such architect, and the architect's fees would be paid as mutually agreed in writing at that time.

(b) Prior to commencing any Landscaping Work on the Easement Property, GRANTEE shall procure, or GRANTEE shall cause its contractors and subcontractors to procure, the insurance coverages specified herein below. Such insurance shall be maintained in effect during the course of work on the Easement Property.

(c) GRANTEE and its contractors or agents shall perform all Landscaping Work on the Easement Property in a good, safe, workmanlike and lien-free manner in accordance with all applicable laws, rules, orders and regulations or codes. Furthermore, while engaging in any Landscaping Work on the Easement Property, GRANTEE shall not unreasonably or materially interfere with use of Grantor's Parcel by GRANTOR's tenants, their visitors and other invitees.

(d) GRANTEE shall, at its sole cost and expense, promptly remove any debris resulting from Landscaping Work and from GRANTEE's entry upon the Easement Property, and promptly repair any damage to the GRANTOR's Parcel caused by GRANTEE or its contractors or agents. GRANTEE shall, at its sole cost and expense, promptly restore the impacted areas of the GRANTOR's Parcel (other than permanent changes permitted by this Agreement) to substantially the same condition that existed before the commencement of such Landscaping Work and entry.

(e) If GRANTEE fails to perform any obligation in this Agreement, and fails to cure such nonperformance within thirty (30) days after written notice from GRANTOR (as extended for weather, disease, government shut-down orders and/or other delays outside of GRANTEE's reasonable control), then GRANTOR shall have the right, but not the obligation to perform the obligation and be reimbursed for the reasonable cost of that performance by GRANTEE within thirty (30) days after receipt of an invoice with reasonable supporting documentation.

7. **GRANTOR's Retained Rights**.

(a) GRANTOR hereby reserves for itself, its successors and assigns, all right, title and interest in and to Grantor's Parcel and the Easement Property, which GRANTOR shall have the right to use and enjoy in any manner that does not materially interfere with the rights and benefits expressly provided herein for GRANTEE. By way of example, without being limited by the preceding sentence, GRANTOR reserves any and all rights it may now or hereafter possess, subject to GRANTOR's compliance with governing federal, state and local law and the requirements of governing Federal Aviation Administration regulations, (i) to establish and maintain detention ponds anywhere on Grantor's Parcel if approved (when required) by the Eaton County Drain Commissioner's office or other local land use authority, and (ii) to establish and maintain retention ponds or wetlands on areas on Grantor's Parcel that are outside the Easement Property.

(b) GRANTOR shall have the ongoing right to grant other easements over, under and across the Easement Property, provided that such subsequent easements do not materially interfere with the rights and benefits expressly provided herein for GRANTEE.

(c) The terms of this Agreement shall not operate to deprive GRANTOR or GRANTOR's directors, officers, members, managers, shareholders, partners, principals, agents, employees, representatives, affiliates and subsidiaries, or their tenants, visitors and guests, of any rights which they may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft, or for any other incident which causes actual physical injury to individuals or damage to property, including but not limited to the right to pursue claims in a court of competent jurisdiction.

(d) The terms of this Agreement shall not operate to preclude GRANTOR or its tenants from participating in any noise mitigation programs for which they may be eligible, provided by GRANTEE, by the Federal Aviation Administration or by any other governmental or non-governmental agency. Further, upon request, GRANTEE shall affirmatively assist GRANTOR and its tenants in seeking any such benefits which may be available.

8. **Indemnification by GRANTEE**. GRANTEE shall indemnify, defend and hold harmless GRANTOR and GRANTOR's directors, officers, members, managers, shareholders, partners, principals, agents, employees, representatives, affiliates and subsidiaries (collectively the "Indemnitees") from and against any and all claims, debts, causes of actions, judgments, liabilities, losses, demands, damages or expenses, including reasonable attorneys' fees, suffered by any of the Indemnitees to the extent due to or arising from (i) the actions within or around, or the use of, the Easement Property by GRANTEE or its contractors, subcontractors, agents, employees and representatives, (ii) any injury or death to person or damage to property (including but not limited to damage to above-ground and underground utilities and facilities) arising from or in any manner relating to the exercise by GRANTEE of its rights or privileges granted hereunder, and/or (iii) GRANTEE's failure to comply with or breach of any of the covenants, terms, or conditions of this Agreement. Provided, however, nothing herein shall be construed as waiving any rights or privileges of governmental immunity existing under any applicable law, including as provided by MCL 691.1401 *et seq*. The terms and conditions of this Section shall survive any termination of this Agreement with respect to matters occurring prior to such termination. For the avoidance of doubt, the parties affirm that GRANTEE is not assuming responsibility for personal injury or property damage to the extent attributable to negligent or unlawful operation of aircraft by any air carrier or private operator.

9. **Insurance.** The GRANTEE covenants and agrees that any contractors, subcontractors or agents of GRANTEE who enter upon the Easement Property will be insured through their own policies and/or through GRANTEE's policies, at the sole cost and expense of the principal insured party, with commercial general liability insurance covering their activities on the Easement Property under this Agreement

against claims for personal injury or death and property damage, such insurance to be written on an occurrence basis (not a claims made basis), with combined single limit coverage of not less than Two Million Dollars ($2,000,000.00) and with a general aggregate limit of not less than Three Million Dollars ($3,000,000.00) for each policy year. GRANTOR may from time to time require reasonable increases in any such limits. Such policy shall name GRANTOR, and any other party reasonably designated by GRANTOR, as an additional insured party and such coverage for the additional insured shall be at least as broad as that afforded to the principal insured party. The limits of insurance provided to the additional insured shall be the greater of that set forth in this Agreement or the full per occurrence limit set forth in the policy. Such policy shall contain a provision that the insurer will give to GRANTOR and such other parties in interest at least thirty (30) days notice in writing in advance of any cancellation, termination or lapse of insurance. Such policy shall be written as a primary policy which does not contribute to and is not in excess of coverage which GRANTOR may carry. Certificates of insurance shall be provided to GRANTOR upon request.

10. **Liens**. GRANTEE has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by GRANTEE, operation of law or otherwise, to attach to or be placed upon GRANTOR's title or interest in the Easement Property or any other portion of the Grantor's Parcel, and any and all liens and encumbrances created by GRANTEE shall attach to GRANTEE's interest only. GRANTEE shall not cause or permit any mechanics or materialmen liens to attach to or be placed upon the Easement Property or any other portion of the Grantor's Parcel.

11. **Liability Limitations**. Neither GRANTOR nor any director, officer, member, manager, shareholder, partner, principal, agent, employee or representative of GRANTOR shall have any personal liability with respect to any of the provisions of this Agreement. In the event GRANTOR is in breach or default with respect to GRANTOR's obligations under this Agreement, GRANTEE shall look solely to the equity of GRANTOR in the Grantor's Parcel for the satisfaction of GRANTEE's remedies. In no event shall GRANTOR be liable for any punitive, speculative, special or consequential damages.

12. **Title; Prior Easements Superseded**. GRANTOR makes no representations or warranties with respect to the state of title to the Grantor's Parcel. This Agreement and the easements granted herein shall be subject to, and GRANTEE shall comply with, any and all recorded encumbrances, easements, rights-of-way and restrictions affecting the Grantor's Parcel. Notwithstanding the foregoing, this Agreement shall be deemed to amend the Prior Easements, and this Agreement shall supersede the application of the Prior Easements for all purposes, with respect to Grantor's Parcel (but not with respect to any other land covered thereby); and the Prior Easements shall have no further force or effect with respect to Grantor's Parcel, from and after the date hereof.

13. **Mortgagee Protections**. The following provisions are for the benefit of the holder ("Mortgagee") of any first mortgage ("Mortgage") encumbering the Grantor's Parcel. Any Mortgagee who provides a written request to the GRANTEE stating its name and address and indicating that its Mortgage encumbers all or part of the Grantor's Parcel shall be entitled to a copy of any notice of default by GRANTOR under this Agreement, and the Mortgagee shall have the right, but not the obligation, to cure any such default within thirty (30) days after its receipt of such notice of default, or within such longer period of time as may be reasonably required under the circumstances.

14. **Estoppel Certificates**. Within twenty (20) days of delivery of a written request from either party to the other party, such recipient shall execute and deliver a certificate addressed to such persons as the requesting party may reasonably request confirming, if such then be the fact, (i) that this Agreement is in full force and effect, (ii) that the party executing the certificate knows of no existing defaults by the requesting party under this Agreement, or if such defaults are known, specifying the same, and (iii) the status of any other matter regarding this Agreement requested by the requesting party. In addition to the requesting party, the parties to whom such estoppel certificate is certified shall be entitled to rely on the

certificate.

15. **Entire Agreement**. Apart from the consideration paid by GRANTEE to GRANTOR for the grant of easements hereunder, this Agreement contains the entire understanding of the parties regarding the grant of easements set forth herein; and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.

16. **Notices**. Notices to a party as permitted or required hereunder shall be in writing and shall be delivered or sent by personal delivery, by certified mail (postage prepaid and return receipt requested), or by overnight delivery by a reputable national carrier. Notice may also be given by telefax, email or other electronic means, if the recipient provides written confirmation of receipt or if there is other reliable proof of delivery. In addition, a copy of each such notice intended for a party shall be furnished to such additional addressees for that party as may be specified herein or specified in a like notice. Delivery shall be deemed to have been made upon personal delivery (including by electronic means), three (3) business days after deposit with the US Postal Service for certified mail delivery, and one (1) business day after deposit with an overnight courier service for next day delivery.

For purposes hereof, the address of each party shall be as follows:

If to GRANTOR:

Robert Goodman
5640 W. Maple Road, Suite 303
West Bloomfield, MI 48322
rgoodman@westmaplegroup.com
248-789-5335 Phone (cell)
248-626-2127 Fax

With a copy to:
Steven R. Cole
Bodman PLC
201 W. Big Beaver, Suite 500
Troy, Michigan 48084
scole@bodmanlaw.com
248-470-2172 Phone (cell)
248-743-6002 Fax

And with a copy to:
Mark S. Kassab
Senior Vice President
M. Shapiro Real Estate Group
31550 Northwestern Highway, Suite 220
Farmington Hills, MI 48334
mkassab@mshapirorealestate.com
248-865-0066 Phone
248-865-1166 Fax

If to GRANTEE:

City of Charlotte
Attention: City Clerk and Chairperson of Airport Advisory Board
111 E. Lawrence Avenue

Charlotte, MI 48813

With a copy to:

City Manager, City of Charlotte
111 E. Lawrence Avenue
Charlotte, MI 48813

Any party may change its address for notice (or for copies) by written notice to the other party in the manner specified above.

17. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws and regulations.

18. **Waiver of Default**. No waiver of any default by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The rights and remedies given to any party to this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

19. **Severability**. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that any such deletions can be made without materially changing the basic agreement between the parties. If such deletions cannot be made without materially changing the basic agreement between the parties, then the parties agree to amend, or to permit the court to amend, this Agreement to accomplish essentially the same transaction without such illegal, invalid or unenforceable provisions.

20. **Amendment**. This Agreement may be modified or amended, in whole or in part, only by an amendment in writing, executed and acknowledged by the parties and duly recorded with the Eaton County Register of Deeds.

21. **Agreements Run With Land**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, solely in their capacity as owners of their respective parcels described herein, and solely during their ownership of such parcels. The terms of this Agreement shall run with the land for the benefit of GRANTOR and GRANTEE, and their successors and assigns, and shall expire upon termination of the easement rights granted herein.

22. **Attorneys' Fees**. If any party brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial or appeal or post-judgment collection, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as determined by the court. The parties agree that "prevailing party" means the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not necessarily receiving an award of damages (or the extent of damages sought) or other form of recovery.

23. **No Partnership or Joint Venture**. Nothing in this Agreement shall be construed to make the parties herein partners or joint venturers or render any of the parties liable for the debts or obligations of the other.

24. **Headings**. The headings in this Agreement are provided for convenient reference only, are wholly without substantive effect, and shall not be employed in the interpretation or enforcement of this Agreement.

25. **Construction**. Each party has participated fully in the negotiation and preparation of this Agreement with full benefit or availability of counsel. Accordingly, this Agreement shall not be more strictly construed against either party.

26. **Counterparts**. This Agreement may be executed by the parties on any number of separate counterparts and all such counterparts so executed constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

27. **No Dedication to Public**. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Grantor's Parcel, except for the limited rights expressly stated herein. No easements, except as expressly set forth herein, shall be implied by this Agreement.

28. **Transfer Tax**. This instrument is not exempt from state or county real estate transfer tax. From its own funds, GRANTEE shall pay the full amount of such taxes, on behalf of GRANTOR, simultaneous with the recording of this Agreement.

[Remainder of page intentionally left blank]

Signature page attached to and part of Avigation Agreement – Parcel # E18

EXECUTION BY GRANTOR

SIGNED THIS _____ DAY OF _____, 2023:

Meadows Mobile Home Park and Sales L.L.C., a Michigan limited liability company

By: _____
Robert Goodman
Title: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this ___ day of _____, 2023, before me, a Notary Public in and for the county stated below, personally appeared Robert Goodman, to me known to be the same person described in, and who executed, the within instrument as Manager of Meadows Mobile Home Park and Sales L.L.C., a Michigan limited liability company, for the company.

_____

Notary Public, _____ County, Michigan,
My Commission Expires: _____
Acting in the County of Oakland

[GRANTEE's signature is on the next page]

Signature page attached to and part of Avigation Agreement – Parcel # E18

EXECUTION BY GRANTEE

SIGNED THIS _____ DAY OF _____, 2023:

City of Charlotte, a Michigan municipal corporation

By: _____
Michael Armitage
Title: Mayor

By: _____
Mary LaRocque
Title: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF EATON)

On this ___ day of _____, 2023, before me, a Notary Public in and for the county stated below, personally appeared Michael Armitage, Mayor, and Mary LaRocque, City Clerk, of the City of Charlotte, a Michigan municipal corporation, to me known to be the same persons described in, and who executed, the within instrument for the City.

_____

Notary Public, _____ County, Michigan,
My Commission Expires: _____
Acting in the County of Eaton

[GRANTOR's signature is on the preceding page]

Drafted by and when recorded please return to the following (name and address): Steven R. Cole Bodman PLC 201 W. Big Beaver, Suite 500 Troy, Michigan 48084	State Transfer Tax and County Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

Exhibit "A" – GRANTOR's Parcel

AVIGATION EASEMENT

Property Tax Code: 200—005-400-003-00	**Parcel No.: E18**

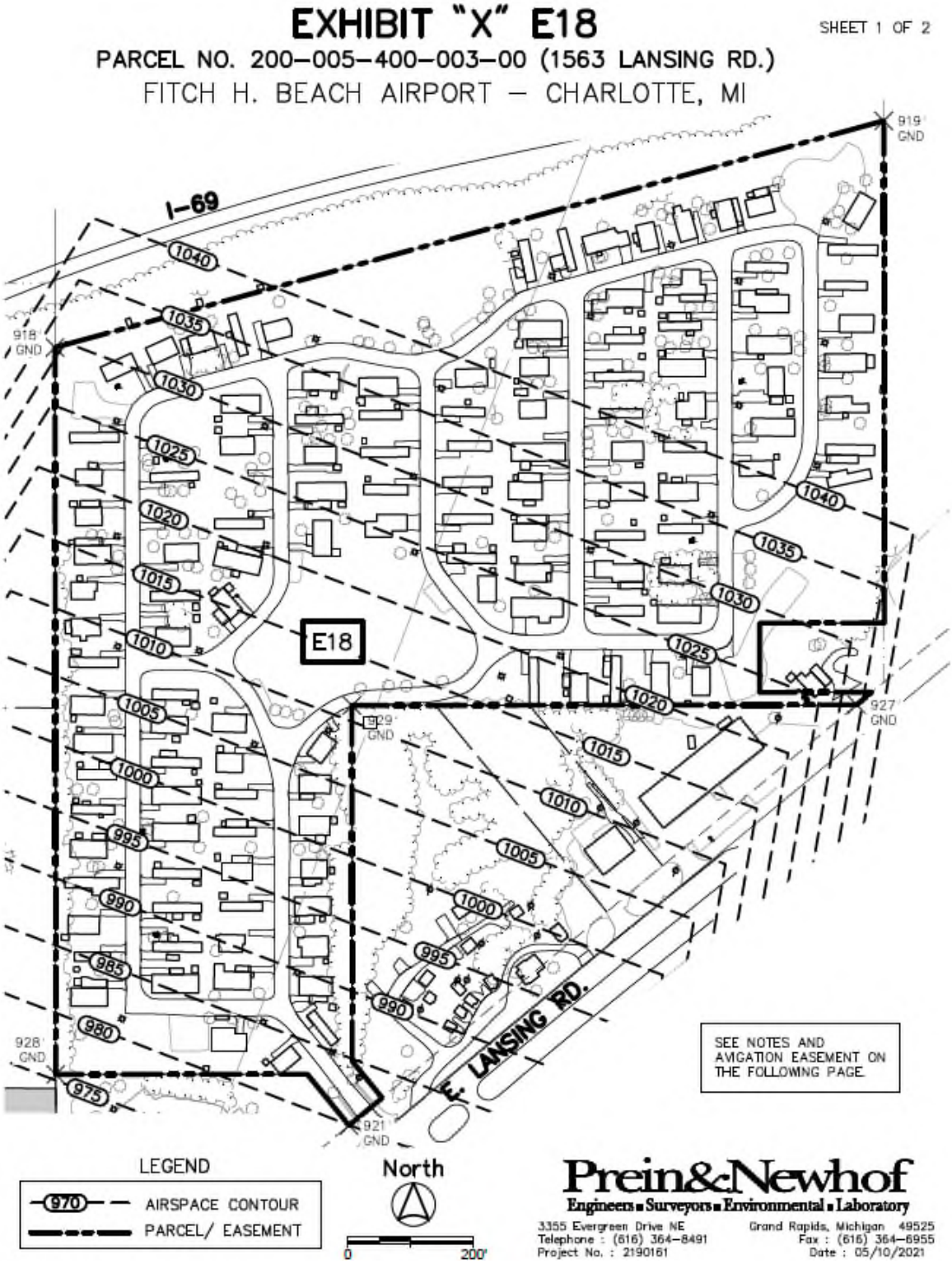
PROPERTY DESCRIPTION (entire parcel):

Land situated in the Township of Eaton, County of Eaton, and State of Michigan, is described as follows:

That part of the Southeast 1/4 of Section 5, Town 2 North, Range 4 West, Eaton Township, Eaton County, Michigan, described as: Commencing at the South 1/4 corner of Section 5, Town 2 North, Range 4 West; thence North 00 degrees 29 minutes 12 seconds West, 216.16 feet on the North-South 1/4 line of said Section 5 to the centerline of Westbound Lansing Road; thence North 50 degrees 52 minutes 21 seconds East, 607.47 feet on the said centerline; thence North 00 degrees 29 minutes 12 seconds West, 55.06 feet to the Northerly right of way of Lansing Road and the point of beginning of the following described parcel; thence North 39 degrees 07 minutes 39 seconds West, 114.44 feet; thence South 89 degrees 30 minutes 48 seconds West, 403.01 feet to the North-South 1/41ine of said Section 5; thence North 00 degrees 29 minutes 12 seconds West, 1154.21 feet on said North-South 1/4 line to the South right of way line of Highway 1-69; thence North 7 4 degrees 45 minutes 19 seconds East, 1363.53 feet on said right of way; thence South 00 degrees 32 minutes 54 seconds East, 797.41 feet; thence North 89 degrees 56 minutes 09 seconds West, 198.00 feet; thence South 00 degrees 32 minutes 54 seconds East, 110.00 feet; thence South 89 degrees 56 minutes 09 seconds East, 198.00 feet to a point on the Northerly right of way of Westbound Lansing Road; thence South 00 degrees 32 minutes 54 seconds East, 20.00 feet, thence North 89 degrees 56 minutes 09 seconds West, 845.10 feet; thence South 00 degrees 29 minutes 12 seconds East, 564.96 feet; thence South 39 degrees 07 minutes 39 seconds East, 82.56 feet to the Northerly right of way of Lansing Road; thence South 50 degrees 52 minutes 21 seconds West, 66.00 feet on said right of way to the point of beginning.

Commonly known as 1563 E. Lansing Road, Charlotte, Michigan.

Exhibit "X"



Avigation Easement – Airport Parcel #: E18 (Meadows) Airport Name: Charlotte FPK (8/11/23):

EXHIBIT "X" E18

SHEET 2 OF 2

PARCEL NO. 200–005–400–003–00 (1563 LANSING RD.)

FITCH H. BEACH AIRPORT – CHARLOTTE, MI

NOTES

1. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL THEREOF. ALL ALLOWABLE ELEVATIONS SHOWN ARE IN FEET ABOVE MEAN SEA LEVEL.
2. IN ORDER TO PREVENT FREQUENT MAINTENANCE TO PROPERTIES WITH AVIGATION EASEMENTS, ALL VEGITATION GROWING WITHIN TEN FEET (10.0') OF THE FAR PART 77 CONTOUR MAY BE REMOVED TO GROUND AS PART OF THIS AVIGATION EASEMENT.
3. ANY VEGITATION WITHIN THE BOUNDARIES OF THE EASEMENT THAT PENETRATE OR GROW TO WITHIN TEN FEET (10') OF THE APPROACH SURFACE IN THE FUTURE WILL ALSO BE ELIGIBLE FOR REMOVAL BY THE CITY OF CHARLOTTE OR IT'S AGENTS UNDER THE CONDITIONS OF THIS EASEMENT.
4. ELEVATIONS ARE BASED ON SURVEY FROM APRIL OF 2019.

AVIGATION EASEMENT LEGAL DESCRIPTION

AN AVIGATION EASEMENT CONSISTING OF THE AIRSPACE OVER THE BELOW DESCRIBED PARCEL; ABOVE THE FAR PART 77 SURFACES OF THE FITCH H. BEACH AIRPORT. THESE SURFACES ARE MORE COMMONLY DESCRIBED AS; COMMENCING AT RUNWAY 21 AT AN ELEVATION OF 891' AND RISING NORTHERLY OVER THE PARCEL AT THE ELEVATIONS INDICATED ON THIS EXHIBIT X DRAWING.

PARCEL LEGAL DESCRIPTION

COM S 1/4 COR, N 216.16 FT, N 50DEG 52MIN 21SEC E 607.47 FT, N 55.06 FT TO NLY R/W LANSING RD & P.O.B., N 39DEG 07MIN 39SEC W 114.44 FT, W 403.01 FT TO NS 1/4 LINE, N 1154.21 FT TO S R/W HWY I–69, N 74DEG 45MIN 19SEC E ON R/W 1363.53 FT, S 797.41 FT, W 198 FT, S 110 FT, E 198 FT, S 20 FT, W 845.1 FT, S 564.96 FT, S 39DEG 07MIN 39SEC E 82.56 FT TO NLY R/W LANSING RD, S 50DEG 52MIN 21SEC W 66 FT TO BEG. SEC.5, T2N,R4W, CITY OF CHARLOTTE 7–11–2001

Prein&Newhof
Engineers ■ Surveyors ■ Environmental ■ Laboratory
3355 Evergreen Drive NE
Telephone : (616) 364–8491
Project No. : 2190161
Grand Rapids, Michigan 49525
Fax : (616) 364–6955
Date : 05/10/2021

THE CITY OF CHARLOTTE MICHIGAN

Memo

To: Honorable Mayor Armitage; City Council

From: City Manager LaPere, MPAP

Date: August 11, 2023

Re: Selection of executive recruitment firm

Background

The City Manager has submitted her resignation effective August 22nd, and the City Council is tasked with appointing a replacement City Manager pursuant to the City Charter. As the Chief Administrative official for the city, the City Manager has a number of significant administrative and operational responsibilities; therefore, selection of a suitable replacement candidate is an important task. Utilizing a high-quality recruitment firm will help ensure the Council has tapped into the network of professionals with skills and experience in municipal management, has thoroughly vetted the potential candidates, and conducts the recruitment in a manner consistent with state and federal laws. These firms consistent of experts in municipal management who will help guide the Council in their recruitment process to ensure they are considering the myriad of skills and experiences that are necessary to be successful, utilizing their knowledge of the role and responsibilities of a city manager.

Upon selection of a firm, I would recommend the City Council meet with the firm to discuss the optimal recruitment strategy and timeline given the proximity of the 2023 City election.

The City has solicitated proposals from three known recruitment firms and has also received a proposal from a fourth firm. A copy of all of the firm's proposals are attached. Below is a table that provides an overview of the firms and their proposals.

Firm Name	Proposal Amount	Timeframe of work	Years in business	Additional Information
GovHR	$23,500	14 weeks or 100 days	2014	Also provide temp services
MML	$15,500-21,000	17 weeks or 120 days	1998 (for executive searches)	Three tiers of service available
Walsh	$11,800	10 weeks or 70 days	1997	Mid-Michigan based firm
Pivot	$9,600	8 weeks or 60 days	2022	Price does not include costs for advertising or background check

Recommendation
Upon reviewing the proposals, I would recommend City Council waive the bidding process for this professional service as there are limited firms in the state who provide this specialized service, and select Walsh Municipal Services. They are a local firm, and as such are familiar with the mid-Michigan region and the current regional opportunities and challenges. Further, Mr. Walsh is personally familiar with Charlotte and appears to be well-suited to understand the specific needs of our community. The firm is reputable, and has been in business for over 25 years and performed numerous executive searches for communities like ours. Further, their proposal outlines a commitment to regular and open communication with City Council and the candidates throughout the process. The cost proposal is all-inclusive and includes preparing marketing materials, advertising and multi-network recruiting, preliminary interviewing/reviewing candidates, thorough reference and background checks, City Council interview scheduling, preparing questionnaires and related tasks, notifying candidates, and working with Council and the selected candidate on the compensation offer process.

Financial Impacts
If Council selects the recommended firm, the total price for recruitment will not exceed $11,800. Funds for the costs of the executive search will come from the General Fund, City Manager department, GL# 101-172.000-801.000 Professional Services.

Suggested Motion
City Council waives the requirement to bid as permitted under Section 2-178 (E) (1) and selects Walsh Municipal Services to provide executive recruitment services as outlined in the proposal for an amount not to exceed $11,800, and authorizes the City Manager to execute a contract.

eel

attachment

City of Charlotte, Michigan
Request for Proposal
City Manager Recruitment & Selection

August 2, 2023

630 Dundee Road
Suite 225
Northbrook, IL 60062

Primary Contact Person:
Laurie Pederson
Director of Administrative Services
847-380-3198
LPederson@GovHRusa.com

GovHR USA
GovTEMPS USA

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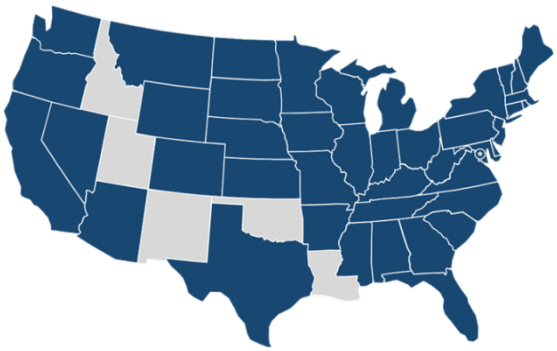
Attachments

Consultant Biography
Client List

GovHR USA
GovTempsUSA

Firm Profile

GovHR is a public management consulting firm serving local government clients and other public-sector entities across the country. The firm was originally formed as Voorhees Associates in 2009 and changed its name to GovHR USA in 2013. Our headquarters are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public and non-profit sectors. GovHR offers customized executive recruitment services, management studies and consulting projects for local government and organizations who work with local government.



GovHR has 21 full-time and 8 permanent part-time employees including 6 full-time recruiters and 26 additional project consultants. Our employees and project consultants are located across the country, giving us a national presence. Additionally, GovTempsUSA, GovHR's subsidiary, provides interim staffing solutions to keep operations moving during the recruitment process.

Our consultants are experienced executive recruiters who have conducted over 1,000 recruitments, working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

Our Leadership



Heidi Voorhees
President
847-380-3240
HVoorhees@GovHRusa.com

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 17 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.



Joellen Cademartori
Chief Executive Officer
847-380-3238
JCademartori@GovHRusa.com

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Why Choose GovHR?

Unparalleled Expertise and Level of Service: We are a leader in the field of local government recruitment and selection with experience in **44 states**, in communities ranging in population from 1,000 to 3,000,000. Since our establishment in 2009, more than 40% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients. Surveys of our clients show that 94% rate their overall experience with our firm as ***Outstanding*** and indicate that they plan to use our services or highly recommend us in the future.

Delivering the Best: We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process, includes extensive use of **social media** for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization. Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates. Additionally, before we recommend a candidate to you, we will have interviewed them via video, conducted reference calls, and news media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.

A Partner from Start to Finish: We are your partners in this important process. You are welcome to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.

Services for Any Budget and Any Search: We strive to meet the specific needs of our clients. We offer several options for recruitment services to meet your needs and your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe that best fits your needs. However, you may find all our services here on our website.

Our Team

GovHR employs a team of professionals with backgrounds in local government and the not-for-profit sector. With your staff needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced Vice President James Vettraino. He will act as your project manager and primary point of contact for this project. He will be responsible for your recruitment and selection process. His full biography can be found as part of the Appendix and his client list is available on our website.

Project Manager & Main Point of Contact



Jaymes Vettraino
Vice President
248-379-8923
JVettraino@GovHRusa.com

Proposal Inquiries



Laurie Pederson
Client Services & Administrative Director
847-380-3198
LPederson@GovHRusa.com

References

We are a proven leader in public sector consulting. ***More than one-third of the organizations served by GovHR are repeat clients.*** Our team provides a growing pool of highly qualified candidates who are well-suited to handle the challenges and expectations of professional positions in local government and the not-for-profit sector.

The following references can speak to the quality of service provided by GovHR.

Charlotte, MI
(City Manager, 2021)
Michael Armitage, Mayor
111 E. Lawrence Ave.
Charlotte, MI 48813
517-543-8852
marmitage@charlottemi.org

Royal Oak, MI
(Finance Director, 2022)
(City Manager, 2020)
(City Attorney, 2020)
Michael Fournier, Mayor
211 S. Williams Street
Royal Oak, MI 48067
248-246-3463
ccfournier@romi.gov

Ferndale, MI
(Community & Economic Development Director, 2022)
(Director of Public Works, 2021)
(Finance Director - Virtual, 2021)
(Fire Chief, 2020)
(City Manager, 2019)
(Downtown Development Authority, Executive Director, 2019)
Dan Jacey, Director of Human Resources
300 East Nine Mile Road
Ferndale, MI 48220
248-546-2378
djacey@ferndalemi.gov

Project Approach and Methodology

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. GovHR clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

Phase I: Position Assessment, Position Announcement & Brochure

GovHR treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to a successful recruitment. We gain this insight and information through meetings (one on one and small groups), surveys and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

Information Gathering:

- One-on-one or group interviews with stakeholders identified by the client.
- GovHR can establish a dedicated email address for feedback from stakeholders or the community.
- Community forums (In-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the above items can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of $150/hour plus actual expenses if incurred. Dedicated email address and one organizational survey are included. Community Survey can be conducted for $2,500. Community Forums can be conducted as an optional service.

Development of a **Position Announcement** to be placed on websites and social media.

Development of a thorough **Recruitment Brochure** for client review and approval.

Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to appointment of the finalist candidate.

Phase II: Advertising, Candidate Recruitment & Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 14,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 7,000 subscribers.

Phase II will include the following:

- GovHR consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the Client, focusing on:

- Leadership and management skills
- Size of organization
- Experience in addressing challenges and opportunities also outlined in Phase I
- The database will range from several hundred to thousands of names and an email blast will be sent to each potential candidate.

- Placement of the Position Announcement in appropriate professional online publications:
  - Public sector publications & websites (approximately 20 online sources)
  - Social media: LinkedIn (over 20,000 connections), Facebook, Instagram and Twitter
  - GovHR will provide you with a list of advertising options for approval

Phase III: Candidate Evaluation & Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure
- Candidates will be narrowed down to those candidates that meet the qualification criteria
- Candidate evaluation process:
  - Completion of a questionnaire explaining prior work experience
  - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate
  - References provided by the candidate are contacted
  - Internet/Social Media search conducted on each finalist candidate

All résumés will be acknowledged and inquiries from candidates will be personally handled by GovHR, ensuring that the Client's process is professional and well regarded by all who participate.

Phase IV: Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- GovHR will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that each candidate's credentials are presented in a uniform way.
- Client will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

GovHR will spend approximately 2 hours with the Client reviewing the recruitment report and providing additional information on the candidates.

Phase V: Interviewing Process & Background Screening

Phase V will include the following steps:

GovHR will:

- Develop the first and second round interview questions for your review and comment
- Coordinate candidate travel and accommodations

- Provide you with an electronic file that includes:
  - Candidates' credentials
  - Set of questions with room for interviewers to make notes
  - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities

Background screening will be conducted along with additional references contacted:

GovHR USA Background Screening	
✓ Social Security Trace & Verification ✓ U.S. Federal Criminal Search ✓ Enhanced Verified National Criminal - National Sex Offender Registry - Most Wanted Lists FBI, DEA, ATF, Interpol - OFAC Terrorist Database Search - OIG, GSA, SAM, FDA - All felonies and misdemeanors reported to the National Database	✓ County/Statewide Criminal ✓ Civil Search ✓ Bankruptcy, Leans and Judgements ✓ Motor Vehicle Record ✓ Education Verification – All Degrees Earned **Optional:** Credit Report – Transunion with score (based on position and state laws) **Optional**: Professional License Verification Drug Screen Employment Verification

GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

GovHR will coordinate a 2-Step Interview process. The first round interviews will include four to five candidates. The second round interviews will include two or three candidates. GovHR will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of Client facilities
- Interviews with senior staff

Phase VI: Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14
Phase I		**Phase II**				**Phase III**			**Phase IV**	**Phase V**		**Phase VI**	

Weeks 1 & 2	Phase 1: Interviews & Brochure Development
Weeks 3 thru 6	Phase 2: Advertising, Candidate Recruitment & Outreach
Weeks 7 thru 9	Phase 3: Candidate Evaluation & Background Screening
Week 10	Phase 4: Presentation of Recommended Candidates
Week 11 & 12	Phase 5: Interview Process & Additional Background Screening
Weeks 13 & 14	Phase 6: Appointment of Candidate

Commitment to Diversity, Equity & Inclusion in Recruitments

GovHR has a long-standing commitment to Equity, Diversity and Inclusion in all of our recruitment and selection processes. Since our firm's inception we have supported, with our time and financial resources, organizations that advance women and other underrepresented minorities in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government and CivicPride.

GovHR Team Members have moderated and spoken on DEI initiatives at the International City and County Management Association conference and state conferences in Illinois, Michigan, Wisconsin, and North Carolina. Our employees and consultants have undergone Implicit Bias Training and we are frequent speakers on incorporating DEI values into recruitment and selection processes. We have a list of DEI resources on the front page of our website (https://www.govhrusa.com/diversity-equity-and-inclusion-resources/) that can be accessed by anyone who visits our website.

GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, in several recruitment and selection processes throughout the country including Toledo, OH, Fort Collins, CO, Ann Arbor, MI, Oakland, MI and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

Recruiting in Today's Candidate Market

The GovHR team is aware of the lasting impact that the Great Resignation has had on nearly all local government positions. Data shows annual quit rates have been at record highs the past two years. Additionally, there is a growing trend of public workers accelerating retirement plans, a drastic change from when workers were *postponing* retirement.

Our team of consultants work diligently to ensure the success of each recruitment and will be transparent upfront and throughout the process regarding any obstacles or delays they anticipate. Despite these challenging times, we have still seen a tremendous amount of success in our recruitments largely due to our consultants' outreach methods and our team's marketing strategies.

GovHR's Recommendations to Recruit and Retain Top Talent

Responsive: Roll out the Welcome Mat! Candidates may struggle with relocating for a new position as well as be concerned about the "fit" with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

Encouraging: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider "up and coming" candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

Competitive: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

Resourceful: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully consider requirements such as CPA, Professional Engineer and others that will limit your talent pool – consider using the word "ideally" or "preferably."

Understanding: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

Innovative: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. GovHR will assist you in being as innovative as possible in your outreach.

Transparent: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are now showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information if we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.

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Full Scope Recruitment – Price Proposal

Summary of Costs: Full Scope	Price
Recruitment Fee: (Includes $1,000 repeat client discount)	**$19,500**
Recruitment Expenses: (not to exceed) ➢ Expenses include candidate due diligence efforts	**$1,500**
Advertising: **Advertising costs over $2,500 will be placed only with client approval. If less than $2,500, Client is billed only for actual cost.*	**$2,500***
Total:	**$23,500****

**Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the client for reimbursement to GovHR.

Possible in-person meetings could include:

1. Recruitment brochure interview process
2. Presentation of recommended candidates
3. Interview Process

Any additional consultant visits requested by the Client (beyond the three visits listed above) will be billed at $150/hour. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

This fee does not include travel and accommodations for candidates interviewed.

Payment for Fees & Services

Professional fees and expenses will be invoiced as follows:

1st Invoice upon acceptance of proposal: 40% of the Recruitment Fee
2nd Invoice upon recommendation of candidates: 40% of the Recruitment Fee & expenses incurred to date
Final Invoice upon completion: 20% of the Recruitment Fee plus all remaining expenses

Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

The GovHR Guarantee – Full Scope Recruitment

GovHR is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not make a selection from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond the Phase I advertising is requested, client will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the Client.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the Client or the employee's own determination, leave the employ of the Client within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within 6 months of the employee's departure.

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Contract Signature Page

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

City of Charlotte, Michigan agrees to retain GovHR USA, LLC ("GovHR") to conduct a City Manager Recruitment in accordance with its proposal dated August 2, 2023. The terms of the proposal are incorporated herein and shall become a part of this contract.

ACCEPTED:

City of Charlotte, Michigan

By: _____

Title: _____

Date: _____

Billing Contact: _____

Billing Contact Email: _____

GovHR USA, LLC

By: _____

Title: _____

Date: _____

Optional Assessment Center

If requested, GovHR will perform an Assessment Center for candidates selected for interview as part of the selection process. An Assessment Center is a useful tool for identifying and evaluating the strengths, areas for improvement, skills, and abilities of the candidates. GovHR consultants will prepare all the related documents and scoring sheets for any three (3) of the following exercises to be completed on the Assessment Center day:

- In-Basket Exercise
- Written/Oral Presentation Exercise
- Leaderless Group Exercise
- Structured Interview
- Budget Analysis Exercise
- Personnel Issues Exercise
- Other exercise of the Client's choosing

Optional Assessment Center Fee: $8,500*

*The fee assumes that the Assessment Center will be held on one day and be limited to no more than five candidates. For each additional candidate, the fee will increase by $750.

The fee includes the preparation of the Assessment Center material and a written report outlining the findings of the Assessment Center as reported by the Assessors. We will assist the client in selecting three (3) professionals from outside the organization to serve as Assessors in evaluating each candidate's strengths and weaknesses. The client will be responsible for paying a $750 stipend to each Assessor (and possible mileage or other transportation costs for the assessors).

The Assessment Center fee does not include lodging, travel and meal expenses for the GovHR facilitator(s) to be on-site for the Assessment Center. Actual expenses will be billed in addition to the fee. If the client chooses to add the Assessment Center option, the fees and expenses for this will be billed separately.

Optional Services

GovTemps USA

Need an Interim? GovTempsUSA, a subsidiary of GovHR USA, specializes in the temporary placement of positions in local government. The firm offers short-term assignments, in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their career.

Recorded One-Way Video Interview of Candidates

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview. Cost $100 per candidate.

Leadership/Personality Testing

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Depending on the evaluation type selected fees can range between $100 to $500 per candidate.

360° Evaluation

As a service to the Client, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed position at six months into his or her employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the Client feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR will prepare a proposal for this service.



JAYMES VETTRAINO

GovHR USA
GovTEMPS USA

Jaymes Vettraino is a Vice President with GovHR USA and provides municipal management consulting services to communities. His focus is on assisting with employee recruitment, classification/compensation, financial planning, operational management, human resources, community relations and economic development.

Prior to starting his consulting service, Jaymes spent 17 years as a City Manager, most recently as the City Manager of Rochester, MI. In Rochester, he had the opportunity to lead a dynamic management team to simultaneously reduce expenses and increase the level of community service during years of the "great recession." During his time as the Manager of Kutztown, PA, Jaymes had the opportunity to lead the college town in the development of its own fiber optic network and improve its relations with Kutztown University. Jaymes was also the first Manager of Pen Argyl, PA, where he led the community in creating a city manager form of government and implemented many grant funded quality of life improvement initiatives and projects.

Jaymes believes that great local communities are the foundation of our lives. Through his facilitative style and technical knowledge of local government, he excels at problem solving and consensus building.

PROFESSIONAL EDUCATION

- Master of Business Administration in Management, Lehigh University
- Bachelor of Science in Political Science, Michigan State University, MI

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Assistant Professor at Rochester University, Rochester, Michigan
- Adjunct Professor at Oakland University, Rochester, MI
- Former Adjunct Professor at Alvernia College, Reading, PA

MEMBERSHIPS AND AFFILIATIONS

- International City and County Managers Association
- Michigan Local Government Management Association
- Leadership Oakland County
- Pennsylvania Association of Municipal Managers
- American Public Power Association
- Pennsylvania Electric Association

AWARDS

- Distinguished Faculty Award, Rochester University, 2019
- Community Advocacy Award, Rochester Regional Chamber of Commerce, 2018
- Selected as one of "Oakland County's Elite 40 under 40", 2015
- Outstanding Service Award from Michigan Municipal League, 2013

PROFESSIONAL BACKGROUND

Over 17 Years in Local Government Management

• Director of the Center for Social Engagement, Rochester University, MI	2015-Present
• City Manager, Rochester, MI	2008-2015
• Town Manager, Kutztown, PA	2003-2008
• Town Manager, Pen Argyl, PA	1998-2003

P: 847.380.3240 www.govhrusa.com

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City Management Client List

State	Client	Position Title	Year	Population
Alaska	Bethel	City Manager	2019	6,500
	Homer	City Manager (Professional Outreach)	2019	5,300
	Seward	City Manager	2019	2,693
	Unalaska	City Manager	2017	4,768
Arizona	Buckeye	City Manager	2021	69,744
Colorado	Eagle	Town Manager	2017	6,739
	Englewood	City Manager	2019	34,957
Connecticut	Cheshire	Town Manager	2017	29,261
	East Hampton	Town Manager	2019	13,000
	Enfield	Town Manager	2015	45,246
	Enfield	Town Manager	2018	45,246
	Enfield	Town Manager	2022	45,246
	Manchester	General Manager	2021	59,710
	Meriden	City Manager	2018	60,838
Delaware	Newark	City Manager	2018	33,398
Florida	Lakeland	City Manager	2020	110,000
	Ponce Inlet	Town Manager	2022	3,411
Georgia	Albany	City Manager	2021	77,434
	Decatur	City Manager	2018	25,000
Illinois	Algonquin	Village Manager	2012	30,947
	Arlington Heights	Village Manager	2014	75,500
	Barrington	Village Manager	2018	10,455
	Bensenville	Village Manager	2015	20,703
	Bloomington	City Manager	2018	78,005
	Buffalo Grove	Village Manager	2010	42,909
	Carbondale	City Manager	2011	25,092
	Cary	Village Administrator	2011	17,840
	Centralia	City Manager	2020	13,000
	Clarendon Hills	Village Administrator	2014	8,653
	Clarendon Hills	Village Manager	2010	8,653
	Crest Hill	City Administrator	2015	21,169
	Crest Hill	City Administrator	2021	21,169
	Decatur	City Manager	2014	76,178
	Decatur	City Manager	2018	76,178
	Decatur	Deputy City Manager	2019	76,178
	DeKalb	City Manager	2013	44,862

	DeKalb	City Manager	2018	43,849
	Dixon	City Manager	2015	18,601
	East Moline	City Administrator	2011	21,300
	East Moline	City Administrator	2016	21,300
	East Peoria	City Administrator	2016	23,503
	Effingham	City Administrator	2010	12,384
	Effingham	City Administrator	2018	12,577
	Elmhurst	City Manager	2010	46,387
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2013	10,550
	Fox Lake	Village Administrator	2021	10,550
	Freeport	City Manager	2017	25,000
	Galesburg	City Manager	2010	33,706
	Galesburg	City Manager	2022	33,706
	Geneseo	City Administrator (Virtual)	2019	6,500
	Glen Ellyn	Village Manager	2010	27,000
	Glencoe	Village Manager	2013	8,900
	Greenville	City Manager	2021	7,000
	Hanover Park	Village Manager	2012	38,510
	Highland Park	City Manager	2011	31,365
	Hinsdale	Village Manager	2013	17,631
	Homer Glen	Village Manager	2011	24,220
	Inverness	Village Administrator	2013	7,400
	Joliet	City Manager	2013	147,500
	Joliet	City Manager	2017	147,500
	Kenilworth	Village Manager	2012	2,562
	La Grange	Assistant Village Manager (Virtual)	2017	15,610
	La Grange	Village Manager	2022	15,610
	La Grange	Village Manager	2017	15,610
	La Grange Park	Assistant Village Manager	2020	13,579
	Lake Barrington	Village Administrator	2022	4,879
	Lake Forest	City Manager	2018	19,375
	Lake Villa	Village Administrator	2013	8,774
	Lake Zurich	Village Manager	2015	19,631
	Libertyville	Village Manager	2016	20,431
	Lincoln	City Administrator	2014	14,500
	Lincolnshire	Village Manager	2012	7,500
	Lindenhurst	Village Administrator	2017	14,468
	Lombard	Village Manager	2013	43,815
	Marengo	City Administrator	2011	7,614
	Mettawa	Part-time Village Administrator	2010	500
	Mokena	Village Administrator	2015	19,042
	Moline	City Administrator	2017	43,100

	Monmouth	City Administrator	2014	9,444
	Morton Grove	Village Administrator	2011	23,500
	Mt. Prospect	Village Manager	2015	54,771
	Mundelein	Village Administrator	2020	31,385
	New Lenox	Village Administrator	2011	25,000
	Niles	Village Manager	2021	30,001
	Normal	City Manager	2017	54,264
	North Chicago	Chief of Staff	2021	30,020
	Northbrook	Village Manager	2021	35,000
	Oak Brook	Village Manager	2014	8,058
	Oak Brook	Village Manager	2021	8,058
	Oak Park	Village Manager	2021	52,000
	Orland Park	Village Manager	2016	60,000
	Orland Park	Village Manager	2019	60,000
	Palos Heights	City Administrator (Virtual)	2021	12,480
	Pekin	City Manager	2016	33,223
	Pingree Grove	Village Manager	2020	10,000
	Pingree Grove	Village Manager	2023	10,000
	Plainfield	Village Administrator	2021	41,734
	Princeton	City Manager	2011	7,700
	Princeton	City Manager	2019	7,700
	River Forest	Village Administrator	2010	11,635
	River Forest	Village Administrator	2021	11,635
	Rock Island	City Manager	2011	39,684
	Rock Island	City Manager	2021	39,684
	Savoy	Village Administrator (Virtual)	2020	8,607
	Schaumburg Township	Township Administrator (Virtual)	2021	140,000
	Schiller Park	Village Manager	2015	11,692
	Shorewood	Village Administrator	2018	17,495
	Skokie	Village Manager	2013	67,824
	Sycamore	City Manager (Professional Outreach)	2021	18,557
	Tinley Park	Village Manager	2013	56,831
	Vernon Hills	Village Manager	2021	25,911
	Villa Park	Village Manager	2022	22,038
	Volo	Village Administrator	2013	6,283
	Washington	City Administrator	2015	15,700
	Washington	City Administrator	2021	15,700
	Wauconda	Village Administrator	2013	14,125
	Wauconda	Village Administrator	2017	14,125
	Wauconda	Village Administrator	2021	14,125
	Willowbrook	Village Administrator	2019	8,967
	Winnetka	Assistant Village Manager	2019	12,417
	Woodridge	Village Administrator	2017	33,256

Indiana	Munster	Town Manager	2014	23,603
	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Bondurant	City Administrator	2017	5,493
	Burlington	City Manager	2011	25,663
	Indianola	City Manager	2022	15,833
	Knoxville	City Manager	2021	7,300
	Muscatine	City Administrator	2020	23,819
	Newton	City Administrator	2016	15,000
	Washington	City Administrator	2011	7,266
	Webster City	City Manager	2016	8,000
	West Liberty	City Manager	2013	3,736
	Windsor Heights	City Administrator	2023	4,860
	Windsor Heights	City Administrator	2019	4,860
Kentucky	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846
Maine	Bangor	City Manager	2021	33,039
Maryland	Greenbelt	City Manager	2016	23,753
	Hagerstown	City Administrator	2015	40,612
	Sykesville	Town Manager	2019	3,941
	Westminster	City Administrator	2021	18,522
Massachusetts	Cambridge	City Manager	2016	110,000
	Eastham	Town Administrator	2016	4,956
	Provincetown	Town Manager	2015	2,990
	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2015	8,400
	Williamstown	Town Manager	2021	8,400
Michigan	Adrian	City Administrator	2018	20,676
	Adrian	City Administrator	2020	20,676
	Albany	City Manager	2018	8,337
	Alpena	City Manager	2012	10,410
	Caro	City Manager	2012	4,208
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Delta Charter Township	Township Manager	2014	32,400
	Eastpointe	City Manager	2019	32,673
	Ferndale	City Manager	2019	20,428
	Hamtramck	City Manager	2017	21,752
	Kalamazoo	City Manager	2013	75,000
	Lincoln Park	City Manager	2019	36,665
	Oakland Township	Township Manager	2013	16,779
	Oakland Township	Township Manager	2018	19,132
	Rochester	City Manager	2022	13,017
	Rochester	City Manager	2015	13,017

	Royal Oak	City Manager	2020	59,112
	Troy	City Manager	2018	83,181
Minnesota	Becker	City Administrator	2021	4,874
	Hibbing	City Administrator	2021	15,855
	Lindström	City Administrator	2023	4,888
	Minnetonka	City Manager	2022	53,953
	Scandia	City Administrator	2023	4,149
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	Waconia	City Administrator	2021	13,500
Missouri	Ballwin	City Administrator	2020	30,181
	Cape Girardeau	City Manager	2020	38,000
	Ferguson	City Manager	2015	21,111
	Maryland Heights	City Administrator	2015	27,436
	Republic	City Administrator	2016	15,590
	South Lyon	City Manager	2018	11,327
	University City	City Manager	2017	35,172
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
	Wildwood	City Administrator	2014	35,517
	Wildwood	City Manager	2019	35,524
Nebraska	Nebraska City	City Administrator	2022	7,200
Nevada	Boulder City	City Manager	2021	16,207
New Hampshire	Portsmouth	City Manager	2019	21,796
New Jersey	Waldwick	Borough Administrator	2015	9,800
New York	Mamaroneck (Town)	Town Administrator	2021	29,156
	Mamaroneck (Village)	Village Manager	2018	19,426
	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837
North Carolina	Ayden	Town Manager	2023	5,000
North Dakota	Minot	City Manager	2020	45,700
Ohio	Oberlin	City Manager	2016	8,390
Pennsylvania	Centre County	County Administrator	2022	158,172
	Ferguson Township	Township Manager	2017	18,300
	Ferguson Township	Township Manager	2022	18,300
	Mt. Lebanon	Municipal Manager	2015	33,137
	Patton Township	Township Manager	2022	15,801
	South Fayette Township	Township Manager	2018	14,416
Rhode Island	North Kingstown	Town Manager	2015	26,326
Tennessee	Oak Ridge	City Manager	2023	31,402
Texas	Burleson	City Manager	2011	36,990
	Burleson	City Manager	2018	43,960
	Missouri City	City Manager	2021	74,139

Vermont	Winooski	City Manager	2022	7,997
Virginia	Chesapeake	City Manager	2019	245,000
	Portsmouth	City Manager	2020	96,000
	Salem	City Manager	2019	25,643
	Virginia Beach	City Manager	2019	442,707
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (Professional Outreach)	2021	8,090
West Virginia	Bridgeport	City Manager	2019	8,582
	Bridgeport	City Manager	2021	8,582
	Morgantown	City Manager	2016	31,000
Wisconsin	Baraboo	City Administrator	2019	12,048
	Bayside	Assistant Village Manager	2019	4,400
	Beaver Dam	City Administrator	2021	16,291
	Bellevue	Village Administrator	2018	15,524
	Beloit (City)	City Manager	2015	36,966
	Beloit (Town)	Town Administrator	2016	7,083
	Beloit (Town)	Town Administrator	2020	7,083
	Brown Deer	Village Manager	2012	12,000
	Burlington	City Administrator	2014	10,511
	Cedarburg	Town Administrator	2015	11,475
	Fond du Lac	City Manager	2012	43,021
	Fort Atkinson	City Manager	2012	12,300
	Franklin	Director of Administration	2019	36,155
	Glendale	City Administrator	2016	12,920
	Harrison	Village Manager	2021	13,185
	Hartford	City Administrator	2015	14,251
	Hobart	Village Administrator	2016	8,500
	Janesville	City Manager	2013	63,480
	Lake Geneva	City Administrator	2015	7,710
	Lisbon	Town Administrator/Clerk	2014	2,521
	Monroe	City Administrator	2020	10,827
	Oak Creek	City Administrator	2016	35,243
	Plymouth	City Administrator/Utilities Manager	2020	8,540
	Plymouth	Director of City Services	2010	8,540
	Prairie du Chien	City Administrator	2017	5,900
	Princeton	City Administrator	2010	1,504
	Racine	City Administrator	2016	78,200
	Rhinelander	City Administrator	2018	7,800
	Richfield	Village Administrator	2009	11,500
	Rome	Town Administrator	2016	2,720
	Shorewood	Village Manager	2017	13,331
	Waukesha	City Administrator	2012	71,158
	Waukesha	City Administrator	2014	71,158

	Waukesha	City Administrator	2023	71,158
	West Bend	City Administrator	2016	31,000
	Whitewater	City Manager	2012	14,300
	Whitewater	City Manager	2022	14,300

EXECUTIVE SEARCH
Service Overview





michigan municipal league

The Michigan Municipal League has been committed to providing the best possible advocacy, resources, and service to Michigan communities since 1899. We provide our members with the tools and knowledge they need to effectively manage and develop their communities. With the League's intimate knowledge of communities' needs and challenges, we are in a unique position to provide a comprehensive executive search service.

The executive search service is a resource offered to strengthen the quality of municipal government and administration through successful placement of public leaders. The League is invested in the community before, during, and after the search and is dedicated to a long-term partnership. A typical League search takes at least 120 days and is customized to the specific needs of the community.



We love what's coming.

Executive Search Overview

Typical Service includes:

- Up to FOUR personal visits with the search facilitator
- Engagement of elected officials, department heads, and staff in the profiling process to facilitate consensus building around the necessary skills, knowledge, attributes, and team leadership expectations
- An extensive community profile and recruitment brochure
- Advanced marketing, including customized online advertising, targeted emails, and the League's social media
- Direct recruitment of passive candidates
- Personal pre-screening of viable applicants and reference checks
- Development of customized interview questions and the candidate selection format/process
- Assistance with the conditional offer of employment, background check, and contract negotiation

Package Price: $18,500 for members and $23,000 for nonmembers

Enhanced Service includes:

All Typical Services:

- Up to FIVE personal visits with the search facilitator
- Community roundtables during the profile processes
- Open house during interview process

Package Price: $21,000 for members and $25,000 for nonmembers



For a less complex search, the Basic Service includes:

Up to THREE personal visits with the search facilitator, which includes one day dedicated to interviews

- A community profile and recruitment brochure
- Standard marketing and advertising
- Personal pre-screening of viable applicants and reference checks
- Development of customized interview questions and the candidate selection format/process
- Background check

Package Price: $15,500 for members and $19,000 for nonmembers

Optional Services (Priced per service in addition to package cost):

- Community outreach meetings and public forums
- Social event or non-traditional setting for candidate screening
- Background checks at point of interview
- Media packet with press releases provided for the local media at key points



Services at a Glance

SEARCH TASKS	Search Levels		
PROFILING PROCESS	**Basic**	**Typical**	**Enhanced**
Engagement of Elected Officials	•	•	•
Engagement of Department Heads and Staff		•	•
Engagement of Community Members			•
Review Compensation Package	•	•	•
Standard Candidate Profile and Brochure	•	n/a	n/a
Extensive Candidate Profile and Brochure		•	•
ADVERTISING & MARKETING	**Basic**	**Typical**	**Enhanced**
Placement in League Classifieds Website	•	•	•
Standard Advertising (up to 3 job boards)	•	n/a	n/a
Advanced Advertising		•	•
Social Media Announcements	•	•	•
Direct Recruitment of Passive Candidates		•	•



SEARCH TASKS	Search Levels		
CANDIDATE SCREENING & SELECTION	**Basic**	**Typical**	**Enhanced**
Pre-Screening Activities/Application Analysis	•	•	•
Develop Standard Interview Format and Questions	•	n/a	n/a
Develop Robust Interview Format and Questions		•	•
Attendance During Interview Process	•	•	•
Assist and Attend Open House Function			•
Extend Conditional Offer w/ Sample Contract	•	•	•
Initiate Contract Negotiations		•	•
Conduct Full 3rd-party Background Check	•	•	•
OUR GUARANTEE *Applies to municipal executives only	**Basic**	**Typical**	**Enhanced**
Our One-Year Guarantee		•	n/a
Our Two-Year Guarantee			•



michigan municipal league

Prepared by the Michigan Municipal League

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Member Programs Manager,
Membership Engagement
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Membership Engagement
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Ann Arbor, MI 48105
734.669.6362
helliott@mml.org

June 2023

Our Clients

The League has completed hundreds of executive searches since 1998. Many of our clients return to the League for executive search assistance because of their satisfaction with our work and their trust in the League to do its best for their community. Listed below are searches the League has performed in recent years:

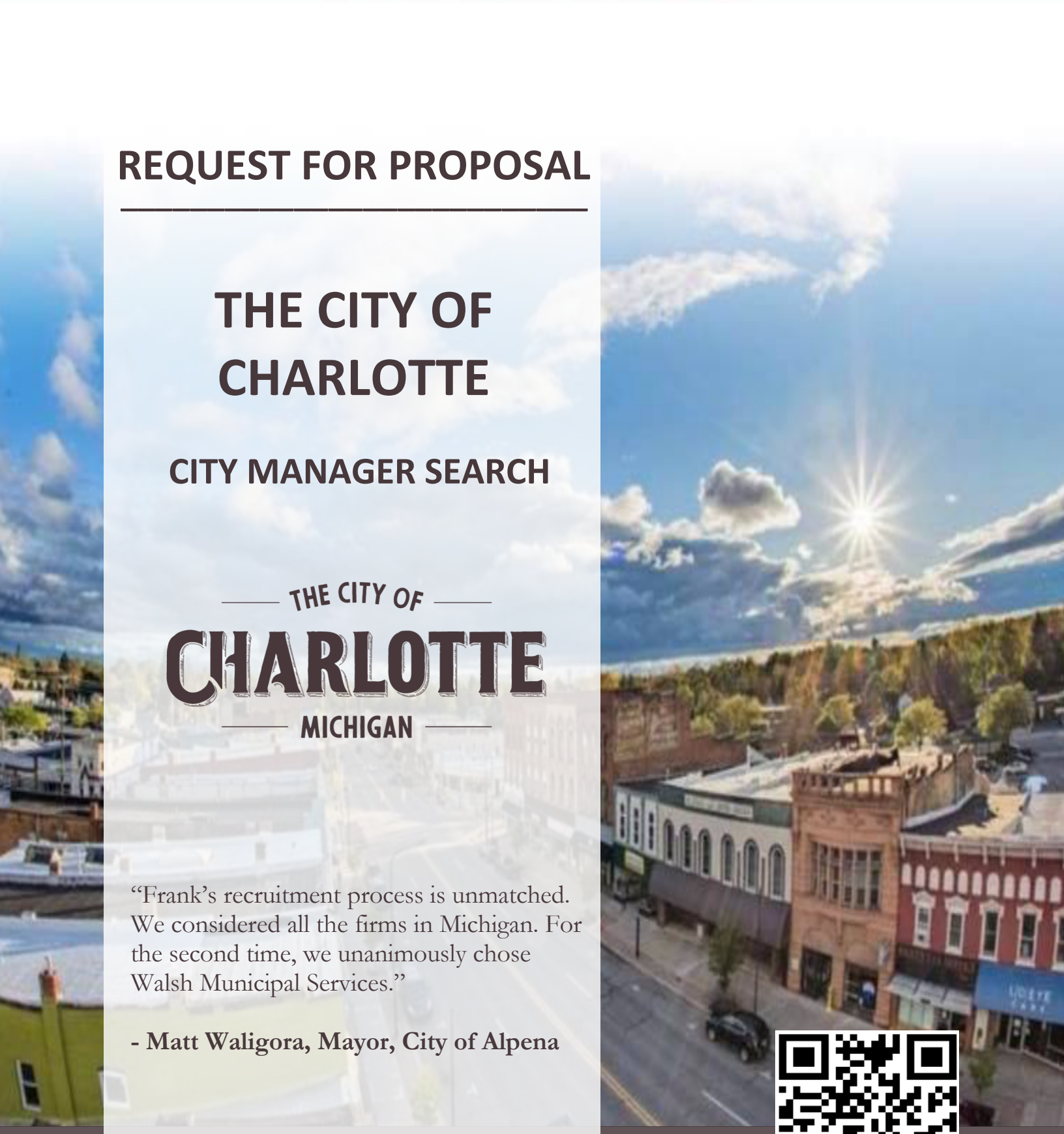
Client	Position	Year	Population
Lake Odessa	Village Manager	2023	1,988
Ypsilanti	Police Chief	2023	20,648
Bloomfield Hills	Public Safety Director	2023	4,431
Grandville	City Manager	2022	,15,750
Muskegon	City Manager	2022	38,318
Chelsea	Police Chief	2022	5,393
Ironwood	City Manager	2022	5,045
Petoskey	Finance Director	2022	5,877
Petoskey	City Manager	2022	5,877
Marshall	City Manager	2022	7,088
Norway	City Manager	2022	2,845
Belding	City Manager	2022	5,757
Northfield Township	Township Manager	2021	8,245
Manistee	City Manager	2021	6,226
Missaukee County	County Administrator	2021	14,849
Ionia	City Manager	2021	11,394
Farmington Hills	City Manager	2021	79,740
Elk Rapids	Village Manager	2021	1,642
Riverview	Police Chief	2021	10,694
East Grand Rapids	City Manager	2021	10,694
Clare	City Manager	2020	3,118
Flint	Finance Director	2020	102,434
Flint	Human Resources Director	2020	102,434
Ogemaw County	County Administrator	2020	21,699
Vassar	City Manager	2020	2,697
Quincy	City Manager	2020	1,652
Ishpeming	City Manager	2019	6,445
Grosse Pointe Park	City Manager	2019	11,125
Sault St Marie	City Manager	2019	13,631
Albion	City Manager	2019	8,285
Scottville	City Manager	2019	1,214
Caledonia	Village Manager	2019	1,511
Ludington	City Manager	2019	8,061
Gladwin	City Manger	2019	2,884
Battle Creek	Fire Chief	2018	52,347
Dewitt Township	Township Manager	2018	14,321
Hancock	City Manager	2018	4,634
Hart	City Manager	2018	2,126
Stanton	City Manager	2018	1,417
Cass City	City Manager	2017	2,428
Eaton Rapids	City Manager	2017	5,214
Emmet County	County Administrator	2017	32,694
Fraser	City Manager	2017	14,480
Gladstone	City Manager	2017	4,973
Lathrup Village	City Administrator	2017	4,075
Otsego	City Manager	2017	3,956
Rockford	City Manager	2017	5,719
St. Johns	City Manager	2017	7,865
Allegan	City Manager	2016	4,998
Benton Harbor	Finance Director	2016	9,889
Berkley	City Manager	2016	14,970
Bloomfield Hills	City Manager	2016	3,869

REQUEST FOR PROPOSAL

THE CITY OF CHARLOTTE

CITY MANAGER SEARCH

THE CITY OF
CHARLOTTE
MICHIGAN



"Frank's recruitment process is unmatched. We considered all the firms in Michigan. For the second time, we unanimously chose Walsh Municipal Services."

- Matt Waligora, Mayor, City of Alpena

WMS WALSH MUNICIPAL SERVICES

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Dear Mayor Armitage and Charlotte City Council Members,

Thank you for the opportunity to submit my firm's proposal to serve you in your recruitment for a new City Manager and an Interim City Manager. This will certainly be a critical recruitment for the community. Our firm is committed to using our statewide and national connections to bring you a strong field of candidates. Having grown up just off M-50 near Jackson, I've spent many childhood days in Oriole country.

We founded Walsh Municipal Services, LLC in 1997. For the past 26 years, our Okemos based firm has been fortunate enough to serve communities in every corner of the Mitten State. We have conducted over 100 Michigan recruitments. Our firm is focused on modest fees, superior communication and proven results. We guarantee our work.

The recruitment environment in Michigan is challenging. Our approach to the Charlotte recruitment would be aggressive. Not only are we searching for candidates who are looking for an opportunity, our firm seeks passive candidates who for one reason or another are not looking for a new venture. However, like me, the candidate may have special ties to the Charlotte community.

Although we are a Michigan based firm, our reach is well beyond our borders. We recently conducted nationwide recruitments for our Michigan clients and placed candidates from North Carolina, South Carolina, Texas, Ohio, Florida, Wyoming, Arizona, Wisconsin and Indiana. If selected, you can expect consistent communication throughout the process. The entire City Council will never have to wonder about the status of your recruitment. We hope you will have an opportunity to reach out to any of our clients we have served over the past 26 years. Please feel free to visit our firm's website at www.walshmuni.com.

Best wishes as you proceed forward with your recruitment. We hope to become your firm of choice.

Sincerely,

Frank L. Walsh

Frank L. Walsh, President

THE CITY OF CHARLOTTE MICHIGAN

CLIENTS SERVED



- Ada Township
- Berrien County
- Bridgeport Charter Township
- Caledonia Township
- Charter Township of Texas
- City of Allen Park
- City of Alpena
- City of Bangor
- City of Brighton
- City of Brown City
- City of Buchanan
- City of Caro
- City of Cedar Springs
- City of Charlevoix
- City of Chelsea
- City of Coopersville
- City of Croswell
- City of Durand
- City of Eaton Rapids
- City of Evart
- City of Fennville
- City of Frankenmuth
- City of Grand Haven
- City of Hudsonville
- City of Jackson
- City of Marquette
- City of Morenci
- City of Mount Pleasant
- City of Northville
- City of Plainwell
- City of Port Huron
- City of Portage
- City of Roosevelt Park
- City of Saline
- City of Saugatuck
- City of St. Johns
- City of Watervliet
- City of Yale
- Clinton County
- Coloma Township
- County of Alpena
- Georgetown Charter Township
- Grand Blanc Township
- Gratiot County
- Hartland Township
- Marquette Charter Township
- Saginaw Charter Township
- Saline Area Fire Department
- Saugatuck Township
- Shiawassee County
- Tittabawassee Township
- Van Buren County
- Village of Blissfield
- Village of Brooklyn
- Village of City of Douglas
- Village of Decatur
- Village of Dimondale
- Village of Manchester
- Village of Paw Paw
- Village of Pinckney
- Village of Stevensville
- Village of Suttons Bay
- Village of Three Oaks
- Village of Wolverine Lake

OUR CLIENTS



"I've been through three different city manager recruitments. The first two times we opted for a national firm. Based on the results, the third time we chose Walsh Municipal Services. Without hesitation, I'd strongly recommend Frank. Frank's customer service, and ability to attract an incredible field of candidates for Portage, was truly remarkable."

- Patricia Randall, Mayor, City of Portage



"I'm really thankful we hired Frank Walsh to lead our recruitment in Georgetown Township. Frank brought us great candidates, stuck to our schedule and there were no surprises."

- Jim Wierenga, Supervisor, Georgetown Township



"Frank's recruitment process is unmatched. We considered all the firms in Michigan. For the second time, we unanimously chose Walsh Municipal Services."

- Matt Waligora, Mayor, City of Alpena



"Frank's style is friendly and casual in a way that helps those around him feel comfortable. I also appreciated Frank charged a lump sum for everything."

- Colleen Christensen, President Pro-tem, Village of Suttons Bay



"The City of Northville was well served by Frank Walsh. His communication skills throughout the process were timely and informative. We ended up with an extremely strong pool of candidates. Walsh Municipal Services is an excellent recruitment firm."

- Brian Turnbull, Mayor, City of Northville



"Frank Walsh was instrumental in the search for our next city manager. From the get-go, he provided clear and regular communication to the city commission and designated city staff. He was enthusiastic in his work and had a genuine care for ensuring we found the right fit for Marquette."

- Jenna Smith, Commissioner, City of Marquette



"Frank Walsh was exactly the person that we needed to help us with our search for a City Manager. He did his research and took the time to learn about our community and solicited feedback from community members. His process was very facilitative."

- Garnet Lewis, Councilmember, City of Saugatuck



"We could not have hired a better individual to assist us in our Ada Township Manager search. Excellent expertise. I would highly recommend Walsh Municipal Services. A 10!!"

- Bob Proos, Trustee, Ada Township

FIRM OVERVIEW

In 1997, while serving as St. Joseph City Manager, the Village of Stevensville contacted me and asked if I would help them search for a new Village Manager. Village President Pat Arter made the request. I volunteered my time and developed a deep passion for the recruitment. Fast forward 26 years and Walsh Municipal Services, LLC is serving communities across the state. We serve every community with pride, passion and performance.

We do not operate a large firm. Our firm has a reach well beyond Michigan. We recently successfully recruited managers from North Carolina, South Carolina, Wyoming, Arizona, Indiana and Wisconsin to Michigan. Although we specialize in Michigan, we are well-known for recruiting on a nationwide basis.

Walsh Municipal Services is most proud of being the founder of the Hugh and Lucy Mizelle Scholarship Fund. Started in 2002, the Mizelle Fund was a $40,000 endowment to help low-income students attend college. We named the fund after my grandparents who were not able to attend college due to financial hardship. Over the next several years, the Mizelle Fund supported 27 high school student graduates with their first year of college.

We have come a long way since assisting Stevensville in 1997. However, we will never lose sight of our founding principles. We serve our clients with moderate fees, unparalleled communication and we guarantee our results. We would be honored to serve the City of Charlotte.



RECRUITMENT RESUME

Mr. Walsh's contact information is provided on the summary page of the submittal. He is available at any time throughout the recruitment and will communicate to the City Council and appropriate staff on a weekly basis. Communication is the hallmark of WMS.



His resume includes the following:

- 26 years of municipal recruitment experience
- 31 years of service to Rotary (Past President, Paul Harris Fellow)
- 20 years as a Junior Achievement volunteer
- Master's Degree in Public Administration
- Awarded the Outstanding Leader Award by Michigan Municipal League
- Awarded the Outstanding Service Award by the Michigan Municipal Executives
- 38 years of municipal management experience
- Volunteer youth coach (baseball, tennis, football, volleyball)
- Conference speaker at MTA, MML, MME, and ICMA
- Founder of Catossa, Oklahoma Tornado Relief Fund
- Founder of the Lucy and Hugh Mizelle College Scholarship Fund
- 100% Placement Record leading WMS

THE CITY OF CHARLOTTE MICHIGAN

SCOPE OF SERVICES

The Selection
Walsh Municipal Services (WMS) is prepared to initiate the City of Charlotte City Manager search process immediately following the City Council selection.

Community Engagement
Our Firm will assist City leaders in engaging the Charlotte community to develop a Recruitment Profile. Typically, the process of engagement involves a City Council survey.

Recruitment Profile
WMS will help develop a strategy and schedule for the City Manager process. Our strategy will identify the channels, both print and internet based, in which the position will be advertised. We will recruit through the MML website, social media outlets, word-of-mouth and LinkedIn. Our efforts will successfully reach over 400-500 potential candidates. Our City of Charlotte Profile will entice candidates from across the state and beyond.

Candidate Qualifications
WMS will review resumes for background qualifications and conduct preliminary telephone interviews with the most qualified candidates. The phone interviews will delve into each applicant's experience and credentials to serve the City of Charlotte.

Reference Reviews
WMS will evaluate each candidate for serious consideration by conducting in-depth reference checks with individuals who are in, or have been in, a position to carefully and professionally critique their past performance. A short list of up to 5-7 candidates will be presented to the City Council for their consideration.

Reference Review Mitigation
As with every search conducted by WMS, if politically sensitive or potentially embarrassing issues arise, WMS is skilled to take the necessary time to study and provide City officials a clear picture of the issue. If you reach out to our clients, you will note WMS handles this type of findings with tact and diplomacy.

Community Groups, Staff and Interviews
WMS will provide City officials with a recommended process for coordinating interviews. WMS accepts full responsibility for scheduling interviews, preparing interview booklets, and attending interviews.

Background Check
Our firm works with a third-party private investigator to conduct a comprehensive background check on the City Council's top candidate. However, our firm focuses on the candidates' background well before meeting City officials.

SCOPE OF SERVICES

Notify Candidates Not Selected
WMS prides itself in its communication skills. This not only includes the City Council, but also candidates who were not selected to serve the City. WMS handles these communications with tact and respect.

Structuring Candidate Offer
WMS has been involved in each search it has completed in recommending and developing offers of employment and compensation packages. We will work to structure any offer to be consistent with the goals of the City Council.

Communication and Updates
No business is successful without constant communication with its clients. WMS will provide the City with regular written status reports and keep candidates engaged and apprised of their status. WMS will work hard to retain all candidates during the recruitment process.

WMS "Promise" – One Year Guarantee
WMS provides a guaranteed level of service. While it is important to note our firm has a near perfect placement record, there is always the possibility of the relationship not working out. WMS will redo the City of Charlotte recruitment, at no cost, if your selected candidate fails to be employed by your community for a 1-year period beyond the effective starting date.







THE PROPOSED SCHEDULE

WMS provides a thorough recruitment process and offers the following detailed schedule. Our typical recruitment process is no more than 3 months. (subject to change by the City Council):

AUGUST 14, 2023

FIRM SELECTION BY CITY COUNCIL

AUGUST 15 – 31, 2023

COMMUNITY ENGAGEMENT AND DRAFT COMMUNITY PROFILE

SEPTEMBER 1 – 29, 2023

RECRUITMENT PERIOD

SEPTEMBER 29, 2023

DEADLINE TO APPLY

OCTOBER 2, 2023

CITY COUNCIL MEETS IN CLOSED SESSION TO REVIEW CANDIDATES

OCTOBER 5, 2023

CITY OFFICIALS ANNOUNCE UP TO 5 FINALISTS

OCTOBER 14, 2023

- CANDIDATE TOURS

- CITY MANAGER INTERVIEWS

OCTOBER 14 - 22, 2023

FINAL BACKGROUND CHECK AND CONTRACT NEGOTIATIONS

OCTOBER 23, 2023

CITY COUNCIL APPROVES NEW CITY MANAGER/CONTRACT

EXPERIENCE AND RESULTS

City of Portage (population 51,505)
City Manager
Reference, Ms. Patricia Randall, Mayor, 269-329-4400;
randallp@portagemi.gov

City of Grand Haven (population 11,011)
City Manager
Reference, Mr. Ryan Cummins, Vice Mayor, 231-750-2026;
rcummins@grandhaven.org

City of Marquette (population 21,697)
City Manager
Reference, Ms. Jenna Smith, Commissioner, 906-361-7429;
jsmith@marquettemi.gov

City of Northville (population 6,119)
City Manager
Reference, Mr. Brian Turnbull, Mayor, 248-505-6849;
bturnbull@ci.northville.mi.us

Ada Township (population 15,350)
Township Manager
Reference, Mr. Bob Proos, Trustee, 616-437-3559;
bobproos@servantfire.com

City of Alpena (population 10,483)
City Manager
Reference, Mr. Matt Waligora, Mayor, 989-766-3557;
mattwa@alpena.mi.us

BENEFITS OF WALSH MUNICIPAL SERVICES

We serve our clients with great enthusiasm and pride. No one will work harder for you.

♦ Unparalleled Commitment

♦ One-year 100% guaranteed satisfaction

♦ 26 years of recruitment experience

♦ Knowledge of the City of Charlotte and Eaton County

♦ Timely and consistent communication with the City Council will be kept informed

♦ Competitive fees

♦ Proven nationwide exposure

♦ Responsive customer service 7 days a week

♦ References that will speak to our success rate

♦ We will present you with a strong field of finalists

♦ A new City Manager appointed on October 23, 2023

♦ Coaching, mentoring and networking…service beyond selection



COST PROPOSAL

Walsh Municipal Services will oversee the entire City of Charlotte City Manager recruitment and extend a one-year guarantee for a fee of $11,800.

Total not to exceed $11,800. Our fee includes consultant travel, publication costs and a comprehensive background check. There are no hidden fees. The payment schedule is $7,000 upon signing the contract and $4,000 upon new city manager contract approval. The additional $800 covers publication costs and background check.

- Draft and post job announcements through multiple print and internet-based sources.
- Recruit a **diverse field of candidates**.
- In addition to resumes, provide a candidate questionnaire, which will be made available to the City Council at the time the governing body reviews candidates.
- Conduct preliminary phone interviews with top candidates.
- Complete responsible in-depth reference checks for top candidates.
- Prepare candidates and the City Council for public interviews.
- Meet with the City Council to review top candidates.
- Prepare interview questions that encompass the City of Charlotte community and qualifications sought by the City Council.
- Handle necessary travel plans, community meet and greet and other requested meetings with staff and stakeholders.
- Provide the city with a comprehensive background check of the selected candidate.
- Assist the City Attorney in contract negotiations.
- Service beyond the selection.

HUMAN RESOURCES REFERENCES

Our firm takes pride in making sure our effort throughout the recruitment allows for city staff to be able to focus on their daily job responsibilities. Our goal is for a seamless process for the city's staff.

Kristina Kinde, City of St. Johns
kkinde@stjohns.mi.com
616-821-1950

Kalla Langston, City of Buchanan
clerk@cityofbuchanan.com
269-695-3844

Shannon Hertz, City of Portage
hertzs@portagemi.gov
269-329-4533

Tanya Whited, City of Allen Park
twhited@cityofallenpark.org
313-928-2472

Michelle Miller, City of Brighton
millerm@brightoncity.org
810-599-3228

Jennifer LePage, City of Marquette
jlepage@marquettemi.gov
906-228-0480

Anna Cerven, Van Buren County
cervena@vanburencountymi.gov
269-657-8200 ext.1271

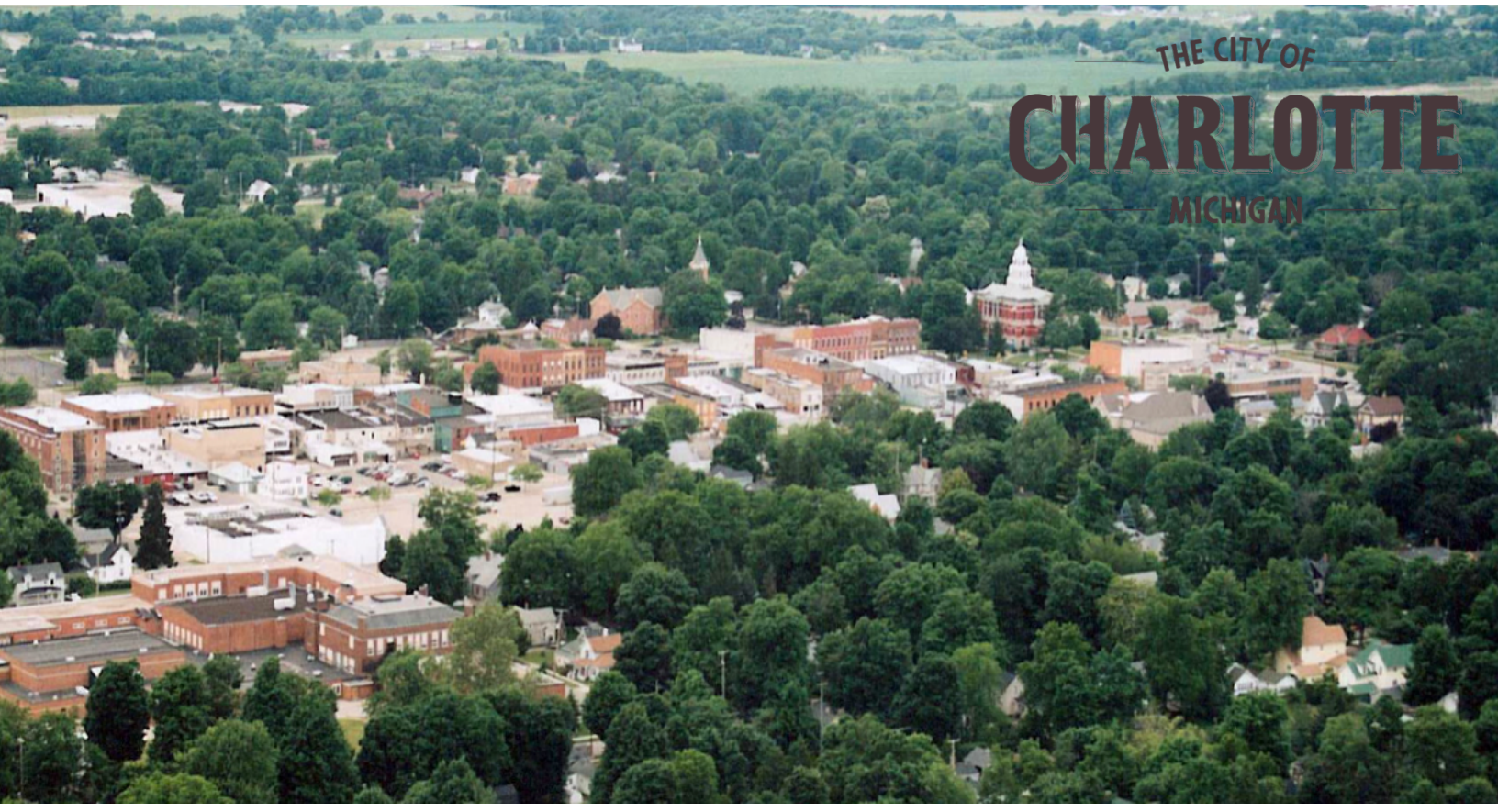
SUMMARY

We want to thank you for the opportunity to submit our credentials as you begin the process to choose your next City Manager. As you know, in many ways, this is one of the most important decisions you will make as an elected official. WMS will work with great passion, ethics, and determination to help you find the "right fit." Our firm hopes that after talking to our Michigan client base, you will select WMS for the City of Charlotte.

Our firm is based on simple principles. Work hard, follow through and commit to excellence. There are many great firms in Michigan to choose from. We desire to be your firm of choice. Best wishes as you move forward.

Please contact us directly if you have any questions.

Frank L. Walsh, President
Walsh Municipal Services
2637 Elderberry Drive
Okemos, Michigan 48864
517-920-0134
Walshmuni@gmail.com



PIVOT group | Municipal Services

City of Charlotte, Michigan

A proposal for Mayor Armitage and the City Council



440 South State Street, Suite 320, Zeeland, MI 49464
(810) 300.7147 | Info@ThinkAboutPivot.com
www.PivotGroupMunicipalServices.com

City of Charlotte
111 E. Lawrence Ave
Charlotte, MI 48813

August 2, 2023

Re: Executive Recruitment, City Manager

Dear Mayor Armitage and City Council,

Choosing Charlotte's next City Manager is one of the most important decisions you will make in the upcoming year. At Pivot Group Municipal Services, we take the process of recruiting, robustly vetting, and selecting the best candidate for such a critical position very seriously. With that in mind, we are proud to provide the City of Charlotte with the following proposal to conduct professional services during the search for your next City Manager.

Pivot Group will provide professional vetting of candidates and advocacy of the best possible choice for the City, soliciting candidates from the ranks of various professionals and public policy practitioners across our state and region. We will actively reach out and recruit candidates, bearing in mind that the qualified candidates you desire are not necessarily spending their days looking at job boards or classified ads. We know that Charlotte is a wonderful community, and we believe the opportunity to serve as your next City Manager will garner much interest among qualified professionals.

We provide a one-year placement guarantee. If for any reason the chosen candidate does not work out during their first year on the job, we will redo the search at no cost to the City.

We look forward to collaborating with you during this important process.

Respectfully,

Kris D. Pence
_____
Kris Pence, Principal

Scope of Services

Pivot Group Municipal Services proposes to provide the following services to the City of Charlotte:

- Develop a public job posting based on consultation with the City of Charlotte and the job description as denoted by the City charter and ordinances.
- Advertise the job posting on the Michigan Municipal League, Michigan Municipal Executives and the International City/County Management Association websites.
- Market the position to select, top-notch potential candidates and advocate that they apply for the job.
- Pivot Group's principal and lead search members will review applicant résumés and provide a selection of recommended candidates for the Mayor and Council to review.
- Pivot Group will provide a deep dive into the work history and social media history of all applicants, as well as reference screenings for all applicants. We will also provide a formal criminal and financial background review of the lead candidate.
- Pivot Group will attend an in-person meeting to review candidates and provide guidance.
- Once the Mayor and Council have narrowed the applicant field to three or four candidates, Pivot Group will conduct pre-interview questionnaires with each top candidate.
- Selected candidates will be invited and scheduled for interviews with the Mayor and Council.
- Pivot Group will attend an in-person meeting to facilitate the candidate interviews.
- Upon identification of a lead candidate, Pivot Group will provide a criminal background check completed by a certified law enforcement officer in the State of Michigan.
- Pivot Group will facilitate the completion of an Everything DiSC® Management Profile questionnaire, as well as a research-validated personal assessment, and we will offer professional feedback to the Mayor and Council.
- A sample contract will be provided for the Mayor, Council, and candidate to review.
- Aid in contract negation facilitation will also be provided as necessary.
- Onboarding and transition support services can be added at additional cost, pending individual and organizational need.
- Leader success check-in following six months of employment to aid in transition and performance review.

Executive Search Work Plan

Pivot Group submits the following Executive Search Work Plan to outline the timeline of this recruitment proposal. This structured but flexible process is meant to be adapted as the needs of the City, stakeholders, and potential candidates are taken into consideration.



Phase I: Identify Target Talent

Through in-depth listening assessments, we will learn the "must-have" and "ideal" experiences, traits, and behaviors you are looking for in a City Manager. We will start by interviewing stakeholders and staff members to understand the goals, skills, experiences, and behaviors that are critical and "ideal" for the position. We will also identify the key selling points of the position, organization, and community, which informs the marketing strategy that we will create to pursue a talent pool.

Based on stakeholder assessments, a comprehensive position profile will be prepared for approval. Additionally, we will research the existing compensation and benefits structure as compared to the market. The finalized position profile and compensation will be presented for approval prior to marketing the position.

Phase II: Market the Posting to the Right People, and Assess Applicants

We will use social media and national job boards to promote the opportunity, as well as to promote the amazing aspects of living, working, and playing in and around the City of Charlotte. This will result in the largest possible number of qualified applicants. In addition to searches of executive and professional talent databases, we will perform direct targeted outreach to candidates who might not apply through social media platforms or who might not engage with Michigan Municipal League and other municipal websites. This targeted outreach will help create a deep, diverse pool of qualified and interested candidates.

Upon receipt of applications, we will thoroughly assess the qualifications and suitability of all candidates in an independent and objective manner. We will use a survey, video interview, phone interview, cyber review, reference checks, and background checks to thoroughly assess applicants. We will provide access to and summarize this data for review by relevant decision stakeholders. Select candidates will be recommended for further consideration and as potential interview candidates. Additional assessments can be coordinated, as needed, or directed by the Mayor and Council.

Phase III: Interviews

We will coordinate an outstanding interview experience of the top three or four candidates, conducted by the City stakeholders, in compliance with current laws. Finalists will have an on-site interview, which can include a wide range of community engagement opportunities and tours. As directed by the Mayor and Council, we will coordinate schedules, manage candidate communications, and provide on-site logistic support during the on-site interviews. We will thoroughly prepare the Mayor and Council for the interviews by providing guidance, support, and interview questions customized to the qualities that emerged through the detailed position profile and ideal candidate assessment. We will also provide a comprehensive background review of the selected lead candidate.

Phase IV: Negotiation and Contract Development

We will assist with the negotiation and contract development process, along with other administrative and legal parties. We can provide a sample contract for consideration. Our specific role will be directed by the Mayor and Council as it relates to an offer extension and the facilitation of contract negotiation. An Everything DiSC® Management Profile will be completed upon offer acceptance.

Optional Phase V: Onboarding and Transition Support

For additional fees, candidate onboarding and support services can be arranged to aid in their successful transition into their new role. We offer a complimentary 360-degree feedback check-in after six months, and we will assist the hiring stakeholder(s) in determining performance expectations.

Executive Search Team

James R. Freed, Lead Search



James has more than 16 years of senior leadership experience in both the public and private sectors. In the private sector, James served as an executive working to grow businesses in southern Michigan. In the public sector, as City Manager of one of Michigan's larger core communities, he led one of the largest financial turnarounds in state history. James has also led executive recruitments for municipalities ranging in size from six employees to more than 400 employees. This gives him a unique perspective on local government, as well as the needs of the business community.

James holds a Bachelor of Science from Indiana Wesleyan University, with an emphasis in political science, as well as a Master of Business Administration from DeVos Graduate School at Northwood University.

James was among the *Crain's Detroit Business* "40 Under 40" winners in 2016. In 2017, the Port Huron NAACP awarded him the Martin Luther King "Honorable Mention" for his work on equity and inclusion. And in 2018, the Michigan Chamber Foundation and JCI Michigan included him on their list of Outstanding Young Michiganders.

James has previously served as a keynote speaker for the Michigan Municipal League, West Michigan Policy Forum, and several colleges and universities.

In addition to his formal education, James has proven experience in economic development, community development, government administration, human resources fiscal policy, grant writing, collective bargaining negotiations, project management, environmental protection, and constituent relations.

Kris Pence, Principal



Kris Pence is an organizational development consultant, licensed professional counselor, and award-winning educator. He is passionate about human capital — aiding organizations in the retention of high-value employees and the attraction of new talent. Kris draws on more than a decade of experience teaching political science and public policy, and nearly as much time counseling/consulting with individuals, groups, and organizations.

Pivot Group was started when Kris began consulting with organizations to develop and strengthen their people and processes. He has designed and delivered learning strategies to meet the needs of everyone from frontline employees to members of the boardroom. As his engagement with leaders deepened, it provided opportunities to aid with hiring decisions and subsequently finding talent as well. He has also

assisted with generating organizational change by helping leaders clarify their goals, shift workplace cultures, close performance gaps, and achieve organizational objectives.

Kris holds a Bachelor of Science from Indiana Wesleyan University, with majors in political science, psychology, and history. He also holds a Master of Arts in political science from Miami University of Ohio, as well as a Master of Arts in clinical mental health counseling from Western Michigan University (WMU). He is in the final stages of his doctoral work in counselor education and supervision at WMU. He is a licensed professional counselor (License # 6401015448) and a licensed marriage and family therapist (License # 4151000160) in the State of Michigan.

Darin Dood, Lead Investigator



Darin has spent 22 years working in Michigan law enforcement, 16 of those years as a chief of police. In addition to his experience in community policing and criminal investigations, Darin has also served as a Village Manager and chief administrative officer in our state. This gives him great perspective on what municipalities are looking for during an executive recruitment process.

Darin is an expert in candidate vetting and background investigations. His deep dives into a candidate's history include criminal, financial, and social media reviews.



TheRide, Ann Arbor, Michigan is utilizing Pivot Group to find their next Manager, Public Affairs and Engagement

Learn more here: TheRide Opportunity



Pivot Group facilitating the City of Jackson, Michigan's search for their next Civil Engineer III. Opportunity information here: Jackson Opportunity

AUBURN HILLS

Pivot Group was retained by the City of Auburn Hills, MI to facilitate the executive search for their next Recreation Director.
www.auburnhills.org

St. Clair EDA
COUNTY, MICHIGAN

"Pivot Group Municipal Services did an excellent job facilitating our Executive Board's strategic planning session. They kept stakeholders engaged and created an open dialogue."

-Dan Casey, CEO
www.edascc.com

THE CITY OF LAPEER MICHIGAN

"In a tight talent market, Pivot Group did a great job bringing us quality candidates and ultimately a new quality City Manager. I would not hesitate to hire Pivot Group again in the future. They are very professional, always available, and completely guide you through the process."

-Mayor Deb Marquardt
www.ci.lapeer.mi.us



Pivot Group Municipal Services successfully placed the City Planner | Director of Neighborhood Services for the City of Coldwater, Michigan.
www.coldwater.org

CITY OF Stanton
Stanton, MI

"Pivot Group Municipal Services did an excellent job. Their product was on par with larger and more expensive firms. We are very pleased with their recruitment work and City Manager placement"

-Mayor Lori Williams
www.stantononline.com

BLUE WATER AREA CHAMBER

"The leadership at Pivot Group Municipal Services are subject matter experts for unfunded liabilities. Their track record of reform has benefited our community"

-Thelma Castillo, CEO
www.bluewaterchamber.com

Executive Recruitment – Price Proposal

Executive Recruitment Fee: **- Scope of Services & Executive Search Work Plan** **- Consultant Travel (up to 3 trips)**	**$9,600**
Total Recruitment Fee:	**$9,600**

The recruitment fee does not include advertising/publication costs, background review (up to $750), or travel/accommodations for candidates interviewed.

Consultant travel expenses, up to three trips, are included in the price proposal. Possible in-person meetings could include:

1. Stakeholder interviews for position profile and ideal candidate description.

2. Presentation of recommended candidates.

3. Interview process and lead candidate selection dialogue.

Any additional consultant visits requested by the client (beyond the three visits listed above) will be billed at $100 per hour, $340 for a half day, or $680 for a full day. The travel expenses incurred for additional visits will be billed to the client.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows:

1st Invoice upon acceptance of proposal:	40% of the Recruitment Fee
2nd Invoice upon recommendation of candidates:	40% of the Recruitment Fee
Final Invoice upon completion:	20% of the Recruitment Fee plus all expenses

Payment of invoices is due within 30 days of receipt (unless the client advises that its normal payment procedures require 60 days).

Placement Guarantee

Pivot Group is dedicated and committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests that additional candidates be developed for interview consideration. If additional advertising beyond Phase I is requested, the client will be billed for the actual advertising charges.

Upon appointment of a candidate, Pivot Group provides the following guarantee: Should the selected and appointed candidate, at the request of the client or the employee's own determination, leave the employ of the client within the first 12 months of appointment, we will (if desired) conduct one additional recruitment, billing the client for the cost of expenses and announcements only. This request must be made within three months of the employee's departure.

Proposal Acceptance

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

The City of Charlotte, Michigan, agrees to retain Pivot Group Municipal Services to conduct City Manager recruitment in accordance with the above proposal. The terms of the proposal are incorporated herein and shall become a part of this contract.

ACCEPTED:

City of Charlotte, Michigan

By: _____
Title: _____
Date: _____
Billing Contact: _____
Billing Contact Email: _____

Pivot Group Municipal Services

By: _____
Title: _____
Date: _____

THE CITY OF CHARLOTTE MICHIGAN

Memo

To: Honorable Mayor Armitage; City Council

From: City Manager LaPere, MPAP

Date: August 11, 2023

Re: Selection of Interim City Manager

Background

The City Manager has submitted her resignation effective August 22nd, and the City Council is tasked with appointing a replacement City Manager pursuant to the City Charter. Section 2-68 of City Code outlines that the City Council may designate an Interim City Manager or may assign the duties to one or more current administrative officers in the event the City Manager is unable to perform the duties. Given that recruitment for a replacement will extend beyond the tenure of the current City Manager, and that the Council is considering postponing the hiring decision given the upcoming election I would recommend the Council hire an Interim City Manager to fulfill those duties during the recruitment period so as to not overwhelm/overwork the existing city staff.

The City has received interest in serving as Interim City Manager from five candidates, resumes were provided separately to City Council. Under the Open Meetings Act, discussion of candidates may take place in closed session if requested by the candidate. Several of the candidates have requested their interest be kept confidential at this time. Please note, Open Meetings Act explicitly requires the interviews of candidates by City Council must take place in open session.

The alternative to a direct hire is to utilize GovTemps to provide candidates for filling an interim position. The person would be selected by Council but would be a GovTemps employee. Please note, they do not charge an upfront fee for selection services, but will instead charge an additional hourly rate on top of the flat hourly rate paid to the person selected. For example, if we agree to pay the candidate $60/hr, the invoice rate would be $84/hr and GovTemps retains the difference. I am not aware of any other firm that offers services for filling temporary City Manager roles. Given the length of time we anticipate utilizing an interim, 4-6 months, the cost could be significant even if the person were only hired for less than full-time. For example, at 32 hours per week, over 16wks (4m) that is over $12k paid to GovTemps in addition to the hourly rate paid for the employee.

Recommendation

I would recommend City Council select some or all the candidates to invite for interview at a future meeting. Council may schedule a special meeting for such purpose or include this on a regular meeting agenda. If the latter, I would recommend doing so at the beginning of the meeting. Myself and City Clerk/HR Director LaRocque will assist Council in scheduling interviews and drafting questions based on Councilmember's input.

Suggested Motion

City Council directs administration to schedule interviews for candidates (A-E) on [--DATE/TIME--] .

eel