## SPECIAL COUNCIL MEETING

# Village Hall

# 7227 Huron Avenue, Lexington, MI 48450

## **AGENDA**

DATE OF MEETING:

WEDNESDAY, JULY 5, 2023

TYPE OF MEETING:

SPECIAL COUNCIL MEETING

TIME OF MEETING:

6:00 P.M.

PLEDGE OF ALLEGIANCE

**CALL TO ORDER / SPECIAL COUNCIL MEETING** 

**ROLL CALL BY CLERK** 

## **PUBLIC COMMENT**

## **BUSINESS**:

## **ADMINISTRATION**

A. DOUBLE HALL SOLUTIONS MANAGER CONTRACT- Motion to approve the contract presented.

## **PUBLIC COMMENT**

## **ADJOURNMENT**

## <u>VILLAGE OF LEXINGTON</u> AGREEMENT FOR INTERIM VILLAGE MANAGER

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between the VILLAGE OF LEXINGTON, a Michigan municipal corporation, whose address is 7227 Huron Avenue, Suite 100, Lexington, Michigan, 48450, (the "Village"), and DOUBLE HAUL SOLUTIONS, LLC, a Michigan limited liability company of 502 Hightree Ct., Brighton, Michigan 48116, (if a corporation, state of incorporation) (the "Contractor");

WHEREAS, the Village desires to engage Contractor for purposes of providing the Village with an Interim City Manager; and

WHEREAS, the Contractor has qualified personnel available to furnish such technical and professional service to the Village; and

WHEREAS, the parties now desire to formalize their agreement in writing.

NOW, THEREFORE, the parties mutually agree as follows:

- 1. <u>Agreement Documents</u>. The following shall be deemed to be a part of this Agreement and incorporated herein:
  - A. Double Haul Solutions, LLC Proposal Dated May 18, 2023.
  - B. Resume of Lori Fisher.
  - C. Double Haul Solutions hourly rate sheet.
  - D. Lexington Village Manager Job Description.
- 2. <u>Scope of Services</u>. The Contractor shall provide services exclusively through Lori Fisher, whose resume is attached hereto as Exhibit B. Contractor shall not subcontract or assign the services under this Agreement to any other individual. Lori Fisher shall perform the functions and duties specified in the Village Manager Job Description of the Village of Lexington, attached hereto as Exhibit D and incorporated herein by reference, the General Law Village Act (MCL 61.1 et seq.), Village ordinances, the May 18, 2023 Proposal of Contractor attached hereto as Exhibit A, and other applicable state and local laws, ordinances, and regulations.

In the performance of the services under this Agreement, Lori Fisher shall be supported by, and therefore may consult with, other staff and officials of Contractor at no additional cost to Village.

Contractor and Village agree to review this arrangement at least bi-annually, with a formal evaluation before the Village Council within 15 days prior or after the annual anniversary of the start date.

Village may request Contractor perform additional services not covered by this Agreement, to be provided either by Lori Fisher or by other qualified personnel of Contractor. Any additional services provided by Contractor shall be invoiced to Village at the rates set forth in the attached Exhibit C. A separate Agreement for such additional services shall be signed by the parties if requested by either the Contractor or Village. Such additional services shall comply with the Village Purchasing Policy.

If Lori Fisher should terminate her relationship with Contractor, Contractor shall provide a substitute candidate of equal or better qualification to continue the services under this Agreement, subject to the approval of the Village Council.

- 3. Compensation and Method of Payment. The Village shall pay to the Contractor, and the Contractor agrees to accept as full compensation for services under this Agreement, the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000) per annum, payable in biweekly installments of Five Thousand Seven Hundred Sixty-nine and 23/100 Dollars (\$5,769.23) for up to forty (40) hours per week. Contractor shall invoice Village bi-weekly and payment shall be due within fourteen (14) days of receipt by Village of an invoice. Contractor shall not be entitled to any compensation for travel, housing, or other expenses. No retirement, health care, disability, life insurance, vacation, sick, military leave benefits or similar fringe benefits will be provided by the Village. Provided, however, that the Interim Village Manager shall be entitled to 20 days of paid time off each year of the Agreement, which shall include sick, personal and vacation time.
- 4. <u>Term.</u> Unless terminated earlier as set forth in paragraph eighteen (18), the Initial Term of this Agreement shall be for two (2) years, commencing on July 17, 2023 and continuing through July 16, 2025 ("Initial Term"). This Agreement may be extended for additional one (1) year terms upon mutual agreement of the parties.
- 5. <u>Independent Contractor</u>. The relationship of the Contractor to the Village is that of an independent contractor and in accordance therewith, the Contractor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the Village or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. This Agreement is not intended to create a joint venture.

Notwithstanding the foregoing, the parties agree that Lori Fischer shall serve as an agent of the Village in the role of Interim Village Manager and in the performance of all duties set forth in paragraph 6 of this Agreement. Upon execution of this agreement, the Village will add Double Haul Solutions and Lori Fisher as additional insured on its comprehensive general liability insurance policy and its errors and omission policy, each with a limit of \$5 million per occurrence.

It is expressly understood that adding Double Haul Solutions and Lori Fisher as additional insured on these policies is in order to provide defense and indemnification for Double Haul Solutions and Lori Fisher against any tort, professional liability claim or demand or other legal action that arises out of the services provided by Double Haul Solutions and Lori Fisher on behalf of the Village in accordance with this Agreement.

- 6. Duties. Contractor, through assigned personnel, will perform all of the duties of the position of Interim Village Manager:
  - a. Contractor shall perform the duties of the position in a manner consistent with the General Village Act, the Village Code of Ordinances, the laws of the State of Michigan, and the standards, rules, regulations, and job descriptions currently set by, or later adopted by the Village Council;
  - b. It is understood the Contractor shall also perform all legally permissible and proper duties and functions as the Village Council, or designate, may assign from time to time;
  - c. Contractor shall make all reasonable efforts to meet all goals set and approved by Village Council following a goal setting meeting with Contractor;
  - d. Contractor and all assigned personnel shall perform all of the duties in a professional manner; and
  - e. Contractor is expected to assign personnel to work such hours necessary to perform the duties of Village Manager based upon the operational needs of the Village.
- 7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Contractor to the Village, the same amount may be deducted from any sum due to the Contractor under this Agreement or under any other contract between the Contractor and the Village. The rights of the Village are in addition and without prejudice to any other right the Village may have to claim the amount of any loss or damage suffered by the Village on account of the acts or omissions of the Contractor.
- 8. <u>Workers Compensation Insurance</u>. Contractor shall provide a certificate of insurance or copy of state approval for self-insurance to the Village Clerk upon execution of this Agreement for Contractor and any personnel assigned to perform services to the Village.
- 9. <u>Compliance with Regulations</u>. The Contractor shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto. Contractor will be responsible for any and all federal, state, local taxes or required withholdings, if any, arising out of the services provided under this agreement, whether by the Contractor or any assigned

personnel, and agrees to indemnify and defend the Village as to any claims relating to such taxes or withholdings.

- 10. <u>Standard of Conduct</u>. The Contractor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.
- 11. The Village's Obligations. The Village shall provide the Contractor with access to all information necessary for performance of the services under this Agreement. Village shall also provide Contractor with all technology necessary to perform the Work under this Agreement, including, but not limited to, a laptop with remote access capability and, unless declined by Contractor, a Village-owned mobile phone for conducting Village business. Contractor shall be provided with a Village e-mail address and access to all Village-owned facilities.
- 12. <u>Non-Discrimination</u>. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.
- 13. <u>Prohibition Against Assignment</u>. This Agreement is intended to secure the service of the Contractor because of its ability and reputation and none of the Contractor's duties under this Agreement shall be assigned, subcontracted, or transferred.
- 14. <u>Third Party Beneficiaries</u>. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.
- 15. <u>Qualifications of the Contractor</u>. The Contractor specifically represents and agrees that its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.
- 16. <u>Notice</u>. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.
- 17. <u>Amendments</u>. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.
- 18. <u>Termination</u>. This Agreement and the employment of the Village Manager will be at the pleasure of the Village Council as required under Section 8 of the General Village Law,

MCL 65.8. This means that the Village Council at all times retains the right to terminate this agreement or any assigned manager, with or without cause, by following the procedures set forth in Village Ordinance Section 2-83. If this agreement is terminated for cause, no further payments are required for the balance of the term of this agreement. In the event the Agreement is terminated without cause by Village prior to the end of the Initial Term, the Village shall pay to the Contractor any remaining payments that would otherwise be payable through the end of the Initial Term. For purposes of this Agreement, "for cause" shall mean an illegal act on the part of Contractor or Lori Fisher, or a failure to adequately perform the duties set forth in paragraph 6 of this Agreement. For cause shall also mean the inability of the parties to agree on a substitute candidate to act as Village Manager upon separation by Lori Fisher, or any successor, from the position.

If Village desires to terminate this Agreement before the end of the Initial Term due to the direct hiring of a Village Manager, Contractor and Village agree to meet and discuss a transition plan. If a mutually agreed-upon transition plan extends Contractor's services beyond the Initial Term or any agreed upon renewal term, Contractor shall invoice the Village for all work performed at an hourly rate in accordance with the attached rate sheet attached hereto as Exhibit C.

- 19. Return of Village Property: At any time upon the request of the Village and in any event promptly upon the termination of this Agreement, Contractor and any assigned personnel shall return to the Village all equipment, documents, books, files, manuals, financial information, computer passwords and any other property belonging to the Village. The Village shall also return to the Contractor any personal effects or equipment belonging to the previously assigned personnel.
- 20. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the Village may terminate this Agreement.
- 21. <u>Delay</u>. If the Contractor is delayed in the completion of the work due to force majeure, the time for completion may be extended for a period determined by the Village in its sole discretion to be equivalent to the time of such delay. The Village may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the Village, the

Contractor shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the Village as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

- 22. <u>Interpretation</u>. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Contractor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Contractor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.
- 23. <u>Venue</u>. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Sanilac, State of Michigan.
- 24. Freedom of Information Act. The Contractor acknowledges that the Village may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to the Village to release any records or materials received by the Village as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq. Provided, however, that the Contractor shall not be held liable for any reuse of the documents prepared by the Contractor under this Agreement for purposes other than anticipated herein.
- 25. <u>Digital Signatures</u>. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.
- 26. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 27. <u>No Waiver</u>. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.
- 28. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Contractor recommend further work concerning the project, the Village is under no obligation to engage the Contractor in such work.

- 29. <u>Authority to Execute</u>. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.
- 30. <u>Iran Economic Sanctions Act</u>. The Contractor certifies that it is not an Iran linked business as defined under the Iran Economic Sanctions Act (MCL 129.311 et seq) and will not, during the performance of this Contract, violate the provisions of the Iran Economic Sanctions Act, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

VILLAGE OF LEXINGTON, "VILLAGE"	DOUBLE HAUL SOLUTIONS, LLC, "CONTRACTOR"
By Its: Dated:	Its: Foundatteo Dated: 6/29/2023
By Its: Dated:	

# EXHIBIT A



Nate Geinzer

Double Haul Solutions nate@doublehaulsolutions.com

doublehaulsolutions.com

May 18, 2024

Village of Lexington ATTN: Village Clerk 7227 Huron Avenue Suite 100 Lexington, MI 48450

RE: Village of Lexington Manager Search

Village President Kaatz and Village Council,

Double Haul Solutions (DHS) is pleased to offer the attached proposal for Village Manager Services. DHS offers a new approach to the management of small towns. We believe this new model will serve the Village of Lexington well given its precarious history.

As allowed under Michigan Law, DHS requests confidentiality for our candidate to the fullest extent permitted.

At this time, and per my recent discussion with the Village Clerk, I am available June 1, to discuss this proposal in greater detail with the Village Council.

Please do not hesitate to contact me with any questions.

Yours in Service,

248-207-5293







Double Haul Solutions
nate@doublehaulsolutions.com
doublehaulsolutions.com

## INTRODUCTION

THE CHALLENGE

For many smaller communities (Population < 2,500), the recruitment and retention of professional municipal managers has been a challenge for decades. Today, this challenge has been exacerbated by a concerningly shallow candidate pool. Historically, small communities have been a breeding ground for new managers, serving as an opportunity to get their career started. Oftentimes, 2 to 3 years after being hired, they move on to a larger community. This revolving door can cost small communities significant time and resources and can negatively impact employee morale.

Moreover, small town relationships and politics can make for a challenging environment for new managers who have little to no experience in municipal management. Specifically in the case of Lexington, due in part to these common circumstances, 17 managers have been hired into this role over the last 22 years. This history averages out to a new manager every 15 months.

The cost of turnover can be hard to quantify, and costs are more than financial:

Arguably, the costs to a community, exacerbated in small communities due to a more limited portfolio of resources, are higher. In a community/local government organization, "the bottom line" is considerably more comprehensive. High turnover can impact a community's ability to attract talent, investment, and can even disrupt relationships with local, state, and federal stakeholders and regulators.

A revolving door in the municipal managers office may benefit executive recruiters but it hurts the community.





# DHS' VISION FOR PROSPEROUS, PURPOSE DRIVEN COMMUNITIES. ORGANIZATIONS, AND TEAMS

There are a lot of variables that make for a successful community. Experienced professional municipal management and stability play a big role in community building and the ability to provide uninterrupted municipal services and ultimately community prosperity.

## The DHS Team brings:

EXPERIENCE -	Over 65 years of combined municipal management experience.
EXPERTISE -	Three (3) of our team have served in a Chief Administrative Officer capacity, wi
	the second control of

Three (3) of our team have served in a Chief Administrative Officer capacity, with extensive experience in human resources, community and economic development, financial and capital planning, grant writing and administration, capital project

management, and more.

CAPACITY - DHS has built its team with people who have worn many hats, allowing them to

lead communities or assist as necessary. Additionally, DHS has access to a large network of professionals who can be called upon to support various needs as

required.

STABILITY - A relationship with DHS provides continuity from one manager to another while

building invaluable institutional knowledge. This institutional knowledge can be leveraged to sustain services and support the community through management

transitions.

SUPPORT - DHS provides the coaching, mentoring, and technical assistance needed by a new

manager and support them through the difficult challenges all managers face at

some point in their career.





# II. PROFESSIONAL QUALIFICATIONS

DOUBLE HADESQUITIONS

Double Haul Solutions (DHS) was launched in 2021 to support communities, organizations, and teams in their efforts to deliver results, address complex challenges, and achieve sought after successes. Don't let DHS' age fool you. Our firm's history began approximately 15 years prior to its incorporation. Since DHS' founding, it has added an employee, two additional strategic consultant/advisors, who focus on Community/Economic Development and Organizational Development, and it has expanded its network of potential subject matter experts and collaborators. Our core team of four has over 70 years of experience.

Through the Double Haul Network, DHS can customize project teams based on the specific and unique needs of each client. With access to community builders, human resources and labor relations specialists, policy experts, project managers, community engagement strategists, planning and community/economic development professionals, financial strategists, and more, the necessary skillsets to build the right team are within arm's reach. DHS focuses on collaborating with authentic leaders who embrace our vision, purpose, and values and who are willing to go the extra mile to foster long-term and genuine client relationships – it's through these genuine relationships that DHS is working to set itself apart from the consulting pack.

The DHS Team consists of innovators with new service offerings on the horizon that will be built to support communities and talent development. We look for challenges still awaiting the solutions that can be developed and sustained to move the needle on important local, state, and national priorities.

DHS is about applying the purpose of a double haul fly fishing cast to help our clients reach further and cut through the wind of everyday challenges.

## **ORGANIZATION INFORMATION**

Double Haul Solutions 248-207-5293 (c) EIN: 87-2174640 EST: October 2021

## PROJECT AND PROFESSIONAL REFERENCES

James Freed, City Manager City of Port Huron 810-300-7147 james@porthuron.org

Jaymes Vettraino, Principal Vettraino Consulting, LLC 248-379-8923 /ettrainoConsulting@gmail.com

Dan Swallow, City Manager Tecumseh, MI 517-424-6555 dswallow@tecumseh.mi.us

Pat Sullivan, Retired City Manager City of Northville, MI 248-255-3850 Psullivan62@icloud.com

Jon Emaus Brighton City Council Member 810-360-3735 jemaus@thebrightonlawfirm.com

Steve Brock, Retired City Manager City of Farmington Hills, MI 248.231.8501 brock5560@gmail.com





## FIRM OVERVIEW



### VISION

Prosperous, purpose driven communities, organizations, and teams.

### PURPOSE

To help clients reach further and cut through the winds of everyday challenges.

## VALUES

Authenticity: True to self, true to purpose, and true to values.

Community: Strong communities of employees, customers, and neighbors create environments that foster success and fulfillment.

**Collaboration:** Success is rarely possible without the support of others.

**Diversity:** Diversity of heritage, identity, thought, talent, and life experience bolsters opportunity for enrichment strengthening individuals, teams, organizations, and communities.

Leadership: Leadership is about creating conditions and environments that nurture successful outcomes.

Vision: Opportunity is lost, and hazards are missed, when we focus only on what lies ahead and ignore the periphery.

## FOUNDER/CEO

Nate Geinzer, has been in local government since 2005, working primarily in an executive environment, including time as a chief executive. Nate's passion for service and community building is bolstered by his family, working to set an example for his children, and pushing his vision for prosperous, purpose driven communities for them and future generations.

## SERVICE OFFERINGS

- Community Engagement
- Strategic Planning
- Organizational Development
- Project & Program Support
- Economic Development

### CLIENT PORTFOLIO

- City of Port Huron
- City of Mount Clemens
- City of Northville
- City of Tecumseh
- And Growing





CANDIDATE PROFILE



## PROFESSIONAL SUMMARY

Dedicated and dynamic professional experienced in municipal government, administration, business planning, analysis, budgeting, project management, audit, controls and facilitation. Strong communication, team builder, and intuitive leadership skills. Innovative problem solver, critical thinker and creative collaborator.

#### SKILLS

Microsoft Office, BS&A software, Certified Public Funds Investment Manager, Finance, Marketing

### **EXPERIENCE:**

#### Treasurer -

- · Responsible for the collection, custody, distribution, accounting, and reporting of funds
- · Forecast cash flow positions, borrowing needs and funds available for investment
- Manage township investments
- Provide administrative oversight and guidance; manage operations of department
- Review, monitor, and project financial performance of township
- Provide high level of customer service to residents
- Board of Commissioner for North Oakland Transportation Authority and Oxford Area Cable Communications
- President, Oakland County Treasurer's Association; Vice-President, Oakland County Chapter Michigan Townships Association; SEMCOG representative

### Deputy Treasurer -

## , June 2021 - Present

- Manage and recommend investments and investment opportunities
- Collect and report all revenues for Township
- Plans, organizes and directs operations in accordance with Township policies
- Research, analyze, and provide recommendations on millage and bond issues
- Oversee and implement technology upgrades
- Provide budget analysis and recommendations
- · Oversee department operations

### Consultant - Finance Director / Treasurer / HR / Clerk August 2017 - Current

- Plan and execute special finance related projects and studies
- · Support and assist HR duties including payroll and benefits administration
- Better develop the utilization of BS&A software
- Investigate and provide solutions for better process control
- Develop policies and ensure compliance of GFOA principles
- Plans, organize, and direct all aspects of departmental operations including personnel, budget, general administration and capital needs assessment
- Oversee the collection and disbursement processes of all funds, including tax and enterprise funds. Manage utility billing and advise on rate adjustments
- Human resources management and oversee administration of benefits and compensation
- Develop and administer budget, revenue and expense projections, reporting procedures
- Supervise year-end closing of financial records
- Provide recommendations on Charter language updates
- Manage and provide recommendations on investments
- Investigate and provide guidance on millage language renewals





Finance Director -, August 2019 – January 2021- Served as Interim City Manager

- Plans, organizes and directs operations in accordance with City Charter
- Advises and assists City Council in conducting business, provides analysis and budget impact studies when necessary
- Responsible for preparation and development of annual budget, monitoring, and oversight
- Develops and coordinates strategic planning, capital improvements and operations planning to achieve established goals for development and economic growth
- Oversees City's purchasing process, controls, and bidding
- Research, analyze, and provide recommendations on millage and bond issues.
- Oversee and implement technology upgrades
- Human Resources Director, coordinate retirement and benefit plans

Real Estate Agent -July 2010 to December 2016

- Utilize high level of organization skills and attention to detail
- Develop marketing strategy to continually grow client base

Manager, Sales & Marketing - \_\_\_\_\_\_, Aug

• Manage personnel functions and supervise employees , August 1995 to November 2000

- Develop and institute marketing plans
- Coordinate and achieve short and long-term company goals
- Oversee daily operations of the company
- Maintain and acquire sales accounts

Project Scheduling Coordinator -August 1992 to August 1995

- Develop and maintain project schedules and project planning
- Track budget and cost information for comparative analysis
- Integrate department activities through database development

### **EDUCATION:**

Michigan Township Associations Governance Academy - 2018 - Present

Michigan Certified Assessing Officer (MCAO) - 2017 - 2018

Walsh College - Troy, MI Bachelors of Business Administration in Finance - Graduated with Distinction

Lawrence Technological University - Southfield, MI Architecture - Honor Roll





## CONSULTANT PROFILE

## NATE GEINZER, FOUNDER/CEO, DOUBLE HAUL SOLUTIONS



Nate launched his local government career in 2005 and quickly found a passion for communities. It is due to this passion and desire to support communities with diverse challenges and needs that he launched Double Haul Solutions in late 2021. In 2022, Nate joined the staff at Oakland University to teach in its Master of Public Administration Program and has supported the Cities of Mount Clemens, Northville, Tecumseh, and Port Huron. Nate brings energy and a strong work ethic to each community he works with. Through his teaching and networking, Nate works to inspire future public administrators to enter the "talent pipeline" offering mentoring and ongoing support.

### Relevant Consulting Work:

- City of Port Huron Community Building & Engagement, Facilitation, Economic Development, Strategic Planning, Technical Assistance, and Advocacy
- City of Tecumseh Staff Retreat Facilitation, Team Building
- City of Northville Strategic Project Prioritization Planning, Special Projects, and Grant Assistance
- City of Mount Clemens Facilitation of Multi-Year Strategic Plan Update
- Hundred Place Consulting/Michigan Municipal Services Authority Strategic Planning, Staff Support, Subject Matter Professional, etc.

## Relevant Work Experience:

- Oakland University MPA Program Lecturer: Local Government Management
- City of Northville Interim Housing Director
- City of Brighton City Manager
  - o Organizational Design, Culture, and Service Improvements
  - o Community and Economic Development
  - o Downtown Development
  - Fiscal Strategy, Restructuring, and Sustainability
  - o Labor Relations
- City of Farmington Hills Assistant to the City Manager
  - o Energy and Environmental Sustainability
  - o Community Engagement
  - o Community and Economic Development

## Relevant Training:

- Community Leaders Camp: 13 Ways Inc.
- Leadership through Communication Excellence and Critical Conversations:
   Michigan State University
- Economic Development Basic Course: Michigan Economic Development Association
- Real Estate Development and Reuse: International Economic Development Council





## CONSULTANT PROFILE

# MITCHELL FOSTER ICMA-CM, ECONOMIC VITALITY/SMALL COMMUNITY SPECIALIST, DOUBLE HAUL SOLUTIONS



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## **EDUCATION**

MASTER OF PUBLIC ADMINISTRATION – UNIVERSITY OF NEVADA, RENO

BACHELOR OF SCIENCE, POLITICAL SCIENCE - NORTHERN MICHIGAN UNIVERSITY

### SPECIAL EXPERTISE

COMMUNITY DEVELOPMENT

ECONOMIC DEVELOPMENT

VISIONING

STRATEGIC PLANNING

**PLACEMAKING** 

Mitch Foster has been the city manager for the waterfront community of Ludington since 2019. Prior to that, he was the village administrator for the Village of Winneconne, WI, as well as the village manager for the Village of Kingsley, MI. He is an active member of the International City/County Management Association and Engaging Local Government Leaders. Mitch and his wife, Becky, have two children, Otto and Elle, and enjoy living the lake life with spare time filled with hiking, golf, and good books.

### Relevant Work Experience:

- City of Ludington, MI City Manager
  - o Capital Project Management
  - o Economic Development
    - · Led the Creation of Ludington Brownfield Authority
  - o Placemaking
    - Created Multiple Public Gathering Spaces Throughout the Community
  - o Strategic Planning
- Village of Winneconne, WI Village Administrator
  - o Infrastructure Asset Management
    - Oversaw Multiple Million Dollar Infrastructure Projects (Water/Sewer/Roadway/Bridge)
  - o Tax Increment Financing Planning and Projects
    - Created Industrial TIF Districts to Accomplish Job Retention/Creation
  - o Human Resources
- Village of Kingsley, MI Village Manager
  - Infrastructure Management Contracting
    - Oversaw Private Contract for Wastewater Plant Operations
  - o Downtown Redevelopment
  - o Brownfield Redevelopment Planning
    - Cooperative Planning work with Grand Traverse County Brownfield Authority

## Relevant Training:

- Economic Development Basic Course: Michigan Economic Development Association
- Real Estate Development and Reuse: International Economic Development Council
- Entrepreneurship and Small Business Strategies: International Economic Development Council
- Business Retention and Expansion: International Economic Development Council





## CONSELTANT PROFILE

APRIL M. LYNCH, ORGANIZATIONAL DEVELOPMENT SPECIALIST/EXECUTIVE AND LEADERSHIP COACH, DOUBLE HAUL SOLUTIONS



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## **EDUCATION**

MASTER OF BUSINESS-HUMAN RESOURCES-BAKER COLLEGE

BACHELOR OF SCIENCE, COMMUNICATIONS-GRAND VALLEY STATE UNIVERSITY

#### **SPECIAL EXPERTISE**

ORGANIZATIONAL EXCELLECE

LEADERSHIP COACHING

DIVERSITY, EQUITY, AND INCLUSION

ENGAGEMENT/ FACILITATION

BUDGET MANAGEMENT & DEVELOPMENT

STRATEGIC PLANNING

April launched her local government career in 1996 taking detours, twists, and turns into local government leadership roles, with her latest position as a Deputy County Executive for Oakland County, the second largest County in Michigan. April has recently started her own consulting firm that focuses on building leaders and creating stronger organizations through training and coaching. April's passion for community building starts with a strong, willing, innovative, and driven organization that values diversity, equity and inclusion for each and every resident they serve.

## Relevant Experience and Highlights:

- Deputy County Executive, Oakland County
- · City Manager, City of Ferndale
- Assistant City Manager/HR Director, City of Ypsilanti
- Assistant to City Manager/HR Director, City of Grand Haven
  - o Extensive experience in leading small and large teams
  - Prioritizing and managing community input and involvement in multiple master plans, strategic planning processes as well as budget development and prioritization
  - Leading communities in environmentally sustainable planning for both the organization and the community
  - Process improvement and efficiency modeling
  - Facilitation of organization wide staff, leadership and elected official retreats

### Relevant Certifications and Expertise:

- Feilding Institute-Coaching Certification in Executive Leadership
- DiversityFirst Certification, National Diversity Council
- Urban Sustainability Directors Network Diversity Foundations
- Human Resources Certification Institute Diversity Certification
- SHRM-SPHR (Senior Professional in Human Resources)
- Lecturer for Oakland University MPA for Local Government
- Creating and Delivering Training on Multiple Topics for Organizations





## CONSULTANT PROFILE

## AMANDA OPALEWSKI, DIRECTOR OF CLIENT ENGAGEMENT, DOUBLE HAUL SOLUTIONS



YEARS EXPERIENCE

**EDUCATION** 

MASTER OF PUBLIC ADMINISTRATION – CENTRAL MICHIGAN UNIVERSITY

BACHELOR OF SCIENCE, POLITICAL SCIENCE & URBAN STUDIES – WAYNE STATE UNIVERSITY

SPECIAL EXPERTISE

STRATEGIC PLANNING

COMMUNITY ENGAGEMENT

PROCESS IMPROVEMENT

TRAINING & DEVELOPMENT

Amanda's interest in cities took off when she took an Introduction to Urban Studies class during her undergraduate program at Wayne State University, where she majored in Public Affairs and Urban Studies. She had her first internship working for the Michigan Suburbs Alliance and their Redevelopment Ready Communities program. Amanda quickly decided she wanted to do all things cities and local governments. Continuing her education at Central Michigan University, she graduated with her Master of Public Administration.

Amanda's interests and experiences are wide, working in city management, supporting city clerk operations and elections, human resources, risk management, and facilities management. Amanda invests her passions into recruiting young people, particularly women, into the local government profession. Amanda brings an array of local government knowledge and energy to the Double Haul Solutions Team.

### Relevant Consulting Work:

- City of Port Huron Community Building & Engagement, Facilitation, Economic Development, Strategic Planning, Technical Assistance, and Advocacy
- City of Tecumseh Staff Retreat Facilitation, Team Building

## Relevant Work Experience:

- City of Sterling Heights Management Services Specialist (City Management, Human Resources, Facilities, City Clerk)
- City of Birmingham Management Analyst
- City of Royal Oak Management Intern, HR Assistant
- City of Auburn Hills Management Assistant





# III. SCOPE OF WORK

### VILLAGE MANAGEMENT SERVICES

Double Haul Solutions (DHS) is proposing the following scope of work to provide full-time comprehensive Village Manager services to the Village of Lexington. The scope of work includes the following:

- DHS shall provide a full-time chief administrative officer/Village Manager (DHS-VM) of the Village and shall be responsible to the Village Board for the efficient administration of all affairs of the Village and shall exercise management supervision over all departments and over all public property belonging to the Village. Services will be provided through a mix of remote and in person hours to be determined.
- The DHS-VM receives assignments and direction from the Village Board.
- The DHS-VM will initiate assignments in accordance with the Village Code of Ordinances, policies, and rules of procedure requirements.
- The DHS-VM creates assignments in accordance with the general needs and services of the Village or as suggested by various committees, commissions, and civic groups.
- The DHS-VM reviews and edits reports and statements prepared for the attention of the Village Board and/or various committees and commissions.
- The DHS-VM reviews problems and renders guidance to Village employees.
- The DHS-VM meets with Village Board Members and the President as needed to discuss problems, projects and programs being worked on or proposed by various members of the municipal staff.
- The DHS-VM provides information as requested and receives assignments.
- The DHS-VM meets with citizens and citizen groups to exchange information and review current or proposed programs and projects.
- The DHS-VM coordinates activities related to determining the needs of the Village and establishes priorities on-going and proposed.

Primary Village Management services will be provided by "candidate" whose resume is provided. Candidate will have as needed support and coaching by the DHS Team as needed.

Duties of the Village Manager services provided by DHS shall include:

- Enforcing all Village contracts and franchises.
- Performing high-level administrative, technical, and professional work in directing and supervising the administration of the Village.
- In cooperation with Village Department Managers, overseeing the efficient functioning of all Village utilities, improvements, works, the Police and Fire Departments, and all undertakings of the Department of Public Works, Water Treatment Plant, and Lexington Municipal Mobile Home Park.
- Conducting staff meetings.
- Making recommendations to the Village Board on issues of employment, salaries, and discharge of employees.
- Assuring ongoing compliance with applicable state and federal laws and regulations related to Village government.
- Representing the Village and carrying out instructions of the Village Board.





- Directly supervising the Village office staff in all matters except those imposed by law on the Village Clerk or Treasurer.
- Acting as Purchasing Agent for the Village.
- Preparing and presenting an annual itemized budget and the preparation of such financial reports as are necessary to keep the Village Board fully informed on the financial conditions and needs of the Village.
- Preparing and presenting a monthly report on the activities of the Village Administration for which the Village Manager is responsible.
- Attending all meetings of the Village Board, providing information, data, research, and advice in an impartial manner with the right to take part in discussions but without the right to vote.
- Attending all meetings of the Downtown Development Authority (DDA), Planning Commission and Municipal Mobile Home Park with the right to take part in discussions but without the right to vote.
- Attending, at his/her discretion, meetings of other committees, boards, commissions, or civic groups of the Village to cooperate as much as time permits to facilitate their function, but without the right to vote.
- Making recommendations to the Village Board for the adoption of such measures as he/she deems necessary or expedient for the betterment of the Village.
- Investigating all complaints involving the government of the Village, providing services by public utilities in the Village and enforcing all terms of any Village franchises, permits and/or privileges involved.
- Directly supervising all duties of the zoning and land use administrator as set forth in the Village Zoning Ordinance. In the absence of a zoning administrator the Village Manager assumes those duties.
- Directly supervising all duties of the Mobile Home Park Superintendent in all matters related to the Lexington North Shores Mobile Home Park. In the absence of a mobile home park superintendent the Village Manager assumes those duties.
- Writing grant applications and administering grants.
- Performing other such duties as the Village Board directs that pertain to the general operation of the Village. (Ord. No. 122, Sec. 6, 1-13-1997)
- Keeping abreast of legislative and regulatory developments and policies, new administrative techniques, and current issues through continued education and professional growth.
- Other duties as necessary for the efficient operation of the Village or as directed by the Village Board.

StrongStart – DHS will facilitate a workshop with the new village manager and village council to outline the goals and priorities for the first 12 months of this new council/manager relationship. It is essential for the village council and the new manager to create a set of shared expectations. Additionally, this process will inform the first-annual evaluation.

DHS has the capacity and the talent available to ensure your new village manager has the support network they need to be successful and to grow as a leader. Think of DHS as in-house training, coaching, and capacity builders. We provide the additional experience and expertise while your manager grows into the position.





DHS will provide your new village manager with an executive coaching program throughout their service period by a trained professional coach. This program includes weekly coaching sessions for the first three months of employment, moving to monthly thereafter.

Technical assistance will be available to your new village manager as needed by the full DHS Team.

Twelve-Month Evaluation – Evaluations can be awkward not only for the village manager, but also the elected body. A strong evaluation tool is a critical process that helps both the village manager and village council grow and learn together. A poorly executed evaluation is a lost opportunity for both the manager and elected body. DHS will facilitate an annual review process that provides constructive feedback that can be leveraged to build both the council/manager relationship and the professional aptitude of the manager.

## IV. VILLAGE TO PROVIDE

☐ Liability and Workers Compensation Insurance Under the Village's Policy
☐ Laptop with Remote Network Access
☐ Village Issued Cell Phone – Candidate May Choose to Waive
☐ Village Email Address
☐ Access to Village Offices and Facilities
☐ Qualified Legal Counsel – General Municipal Law
☐ Qualified Legal Counsel - Labor/Employment Law

# V. FEE SCHEDULE

Consulting Fees			
Team Member		Amount	
Village Manager Services			
	Bi-Weekly	\$5,769.23	
	Annual	\$150,000.00	

### Payment Terms:

- Net 30 Days.
- Bi-Weekly Fee inclusive of fringe benefits including health care, FICA, vehicle allowance/ mileage, training, conferences and memberships to networks intended for Village Managers.
- Two-year minimum agreement.
- First payment due prior to start.

### Note:

The DHS Team may be considered for additional scope(s) of work as approved by the Village Council. DHS' provided Village Manager Services do not include such other duties as would be outside of the purview or capacity of a traditional village manager.



# EXHIBIT B

2051 E. Oakwood Oxford, MI 48370 · 248.321.1715 · Ioriann\_fisher@yahoo.com

## PROFESSIONAL SUMMARY

Dedicated and dynamic professional experienced in municipal government, administration, business planning, analysis, budgeting, project management, audit, controls and facilitation. Strong communication, team builder, and intuitive leadership skills. Innovative problem solver, critical thinker and creative collaborator.

## **SKILLS**

Microsoft Office, BS&A software, Certified Public Funds Investment Manager, Finance, Marketing

## **EXPERIENCE:**

Treasurer - Township of Addison, September 2012 - Present

- · Responsible for the collection, custody, distribution, accounting, and reporting of funds
- · Forecast cash flow positions, borrowing needs and funds available for investment
- Manage township investments
- · Provide administrative oversight and guidance; manage operations of department
- Review, monitor, and project financial performance of township
- Provide high level of customer service to residents
- Board of Commissioner for North Oakland Transportation Authority and Oxford Area Cable Communications
- President, Oakland County Treasurer's Association; Vice-President, Oakland County Chapter Michigan Townships Association; SEMCOG representative

### Deputy Treasurer - Charter Township of Oakland, June 2021 - Present

- Manage and recommend investments and investment opportunities
- Collect and report all revenues for Township
- Plans, organizes and directs operations in accordance with Township policies
- Research, analyze, and provide recommendations on millage and bond issues
- Oversee and implement technology upgrades
- Provide budget analysis and recommendations
- Oversee department operations

## Consultant - Finance Director / Treasurer / HR / Clerk August 2017 - Current

- Plan and execute special finance related projects and studies
- Support and assist HR duties including payroll and benefits administration
- Better develop the utilization of BS&A software
- Investigate and provide solutions for better process control
- Develop policies and ensure compliance of GFOA principles
- Plans, organize, and direct all aspects of departmental operations including personnel, budget, general administration and capital needs assessment
- Oversee the collection and disbursement processes of all funds, including tax and enterprise funds. Manage utility billing and advise on rate adjustments
- Human resources management and oversee administration of benefits and compensation
- Develop and administer budget, revenue and expense projections, reporting procedures
- Supervise year-end closing of financial records
- Provide recommendations on Charter language updates
- Manage and provide recommendations on investments
- Investigate and provide guidance on millage language renewals

Finance Director - City of Clawson, August 2019 - January 2021- Served as Interim City Manager

- Plans, organizes and directs operations in accordance with City Charter
- Advises and assists City Council in conducting business, provides analysis and budget impact studies when necessary
- Responsible for preparation and development of annual budget, monitoring, and oversight
- Develops and coordinates strategic planning, capital improvements and operations planning to achieve established goals for development and economic growth
- Oversees City's purchasing process, controls, and bidding
- Research, analyze, and provide recommendations on millage and bond issues.
- Oversee and implement technology upgrades
- Human Resources Director, coordinate retirement and benefit plans

Real Estate Agent - Coldwell Banker & Real Living, July 2010 to December 2016

- Utilize high level of organization skills and attention to detail
- Develop marketing strategy to continually grow client base

Manager, Sales & Marketing - Micro 3000 Computer Source, August 1995 to November 2000

- Manage personnel functions and supervise employees
- Develop and institute marketing plans
- Coordinate and achieve short and long-term company goals
- Oversee daily operations of the company
- Maintain and acquire sales accounts

Project Scheduling Coordinator - Wilson Automation, August 1992 to August 1995

- Develop and maintain project schedules and project planning
- Track budget and cost information for comparative analysis
- Integrate department activities through database development

### **EDUCATION:**

Michigan Township Associations Governance Academy - 2018 - Present

Michigan Certified Assessing Officer (MCAO) - 2017 - 2018

Walsh College - Troy, MI
Bachelors of Business Administration in Finance - Graduated with Distinction

Lawrence Technological University - Southfield, MI Architecture - Honor Roll

# EXHIBIT C

# **DHS Rates**:

Nate Geinzer, Founder/CEO	\$130 p/h
April Lynch, Organizational Development Specialist/Executive	\$150 p/h
and Leadership Coach	• • •
Mitch Foster, Economic Vitality/Small Communities Specialist	\$120 p/h
Lori Fisher	\$75 p/h

### EXHIBIT D

# VILLAGE OF LEXINGTON - VILLAGE MANAGEMENT SERVICES TERM - JULY 10, 2023 THROUGH JULY 9, 2025

- Shall provide a full-time chief administrative officer/Village Manager of the Village
  and shall be responsible to the Village Board for the efficient administration of all
  affairs of the Village and shall exercise management supervision over all
  departments and over all public property belonging to the Village. Services will be
  provided through a mix of remote and in person hours to be determined.
- Receives assignments and direction from the Village Board.
- Initiates assignments in accordance with the Village Code of Ordinances, policies, and rules of procedure requirements.
- Creates assignments in accordance with the general needs and services of the Village or as suggested by various committees, commissions, and civic groups.
- Reviews and edits reports and statements prepared for the attention of the Village Board and/or various committees and commissions.
- Reviews problems and renders guidance to Village employees.
- Meets with Village Board Members and the President as needed to discuss problems, projects and programs being worked on or proposed by various members of the municipal staff.
- Provides information as requested and receives assignments.
- Meets with citizens and citizen groups to exchange information and review current or proposed programs and projects.
- Coordinates activities related to determining the needs of the Village and establishes priorities on-going and proposed.

## Duties of the Village Manager include:

- Enforcing all Village contracts and franchises.
- Performing high-level administrative, technical, and professional work in directing and supervising the administration of the Village.
- In cooperation with Village Department Managers, overseeing the efficient functioning of all Village utilities, improvements, works, the Police and Fire Departments, and all undertakings of the Department of Public Works, Water Treatment Plant, and Lexington Municipal Mobile Home Park.
- Conducting staff meetings.
- Making recommendations to the Village Board on issues of employment, salaries, and discharge of employees.
- Assuring ongoing compliance with applicable state and federal laws and regulations related to Village government.
- Representing the Village and carrying out instructions of the Village Board.

- Directly supervising the Village office staff in all matters except those imposed by law on the Village Clerk or Treasurer.
- Acting as Purchasing Agent for the Village.
- Preparing and presenting an annual itemized budget and the preparation of such financial reports as are necessary to keep the Village Board fully informed on the financial conditions and needs of the Village.
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- Attending all meetings of the Village Board, providing information, data, research, and advice in an impartial manner with the right to take part in discussions but without the right to vote.
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- Investigating all complaints involving the government of the Village, providing services by public utilities in the Village and enforcing all terms of any Village franchises, permits and/or privileges involved.
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