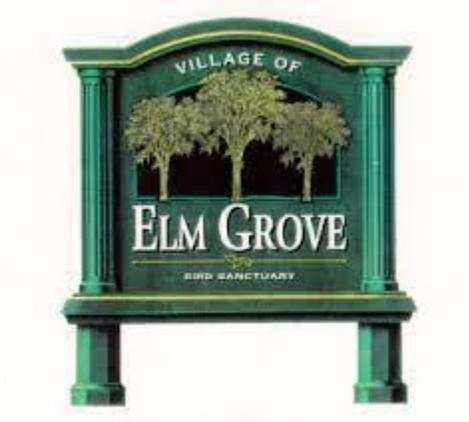


Proposal For Professional Consulting Services

Executive Selection

Prepared for The



WAUKESHA COUNTY | WISCONSIN

May 4, 2023

Prepared By

Lori M. Gosz, Senior Public Management Specialist

Jeffrey R. Roemer, Public Safety Manager

McMAHON
ENGINEERS ARCHITECTS

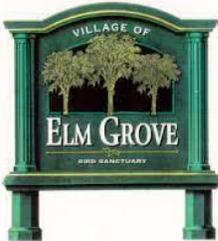
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Mailing P.O. BOX 1025 | NEENAH, WI 54957-1025
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[Public Safety & Municipal Management](#)

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May 4, 2023

Village of Elm Grove
Attn: David De Angelis
13600 Juneau Boulevard
Elm Grove, WI 53122

Dear Mr. De Angelis,

We are pleased to submit a proposal for Executive Selection for the Village of Elm Grove. Our teams' passion for Public Management and working with Local Municipal Officials provides the basis for our interest in submitting this proposal. The McMahan Associates, Inc. (McMAHON) team of consultants will not only meet your expectations and have extensive Executive Selection experience.

McMAHON's Public Safety and Municipal Management Group has national and international public sector consulting experience. Most of our clients are public sector entities: municipalities, counties, tribes, or special districts. Our team of consultants are all senior level staff and are either current or former municipal management practitioners. An important component of our approach is frequent communication with the Village Administration.

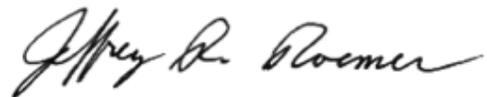
Our extensive operational and strategic experience in the public management area uniquely qualifies us for a project of this nature. The team has management, operational, technical, and consulting experience with all types of municipal and public management experience.

Thank you again for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 920-875-0501 or by email at lgosz@mcmgrp.com. We look forward to working with you on this important project!

Respectfully,
McMahan Associates, Inc.



Lori M. Gosz
Senior Public Management Specialist



Jeffrey R. Roemer
Public Safety Manager

McMAHON provides professional, high quality public management consulting, project management and other related services to organizations throughout the United States and abroad. Our consultants have served the needs of numerous municipalities throughout the United States and remain very active with several public safety and government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs
- Association of Public Safety Communications Officials
- Paramedic Systems of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials

Our consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, human resources, economics, and standards. This knowledge allows us to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget, and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated, and logical. Project team members are also available throughout the duration of the project.

Our approach to this project requires a clear understanding of the current Village of Elm Grove organization, staffing, operations, administration, planning, and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved and the goals and objectives.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

Client Input

To complete a comprehensive Executive Selection Process and make specific recommendations, it is critical that we receive quality information from officials, staff, and members of the Village of Elm Grove. Accordingly, our approach includes regular meetings with Administration, along with associated agencies that would have valuable information to communicate to the Service.

Practical Recommendations

Our goal is to provide you with recommendations that can be used now, and in the future, to improve the efficiency and effectiveness of the Village of Elm Grove during this transition. These recommendations need to be based on industry standards and legal considerations.

Project Management

A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments and frequent communications with Village Administration.

Preliminary Planning and Development of Candidate Profile

- Meet with the Village Board to discuss our recruitment approach, strategy, and methodology. During this meeting we will also discuss salary, benefits, and other terms of employment so that we can be clear to potential candidates regarding the expectations of the Village Board.
- Interview the members of the Village Board, Department Heads and other appropriate officials and staff for input on needed Village Manager qualifications.
- Provide a questionnaire to be completed by elected officials, staff members and other potential stakeholders asking for their ranking of key management characteristics that will be used to develop the core position profile.
- Document and develop Village's expectations for the position and characteristics deemed desirable in the candidate that will be necessary to continue to provide excellence in municipal services.
- Develop a candidate profile for the full-time Village Manager position and a community profile to attract top quality applicants.

Advertising/Candidate Search

- Develop the Village Manager position advertisement based on the Village's candidate profile.
- Recommend effective publications and announcement networks, avoiding those we have found costly and ineffective.
- Place advertisements to obtain national exposure for the position.
- Pursue potential candidates through firm resources and networks (i.e., websites inside and outside of Wisconsin, state, regional and national contacts we have developed over the years).

Resume Review

- Serve as the point of contact between candidates and the Village Board, answering candidate's questions and providing additional information to candidates.
- Review all resumes and match qualifications as indicated on resumes to the candidate profile and position requirements.
- Summarize applicant information in an easy-to-read format for the Village Board or Search Committee to review.

Pre-Qualify Candidates

- Facilitate a meeting with the Village Board or Search Committee to review and narrow the list of applicants to ten (10) maximum for personal contact (first cut).
- McMAHON will conduct telephone/virtual interviews with the first cut applicants.
- Based on the telephone/virtual interviews, we will develop a summary of first cut applicants for the Village Board or Search Committee review.
- We will facilitate a meeting with the Village Board or Search Committee to narrow the list of applicants to the top three to five (3 to 5) candidates (second cut) for further consideration.

Personal Interviews

- We will provide the Village Board or Search Committee with a list of appropriate interview questions and conduct a brief interview training session to discuss those questions they can and cannot ask by law, to avoid any legal entanglements.
- Schedule interviews with candidates.
- Facilitate candidate interviews and make all necessary interview arrangements.
- Review interview results with the Village Board or Search Committee after the interviews are completed.
- Offer our professional observations and assist the Village Board in reaching a consensus on a finalist through a facilitated meeting process which is designed to identify the strengths, weaknesses, and cultural fit of the finalists.

Pre-Employment Checks of Finalist

- Verify past employment history.
- Obtain 3 - 5 professional references of finalist (our vast network of contacts in the municipal management profession frequently allows us to obtain references beyond that which is provided by the applicant).
- Verify academic credentials of finalist.
- Conduct a criminal, internet, and financial background check of the finalist.

Employment Contract Negotiations

- Obtain authority from the Village Board on the acceptable range of salary, benefits, and other conditions of employment to offer to the finalist.
- Negotiate the employment agreement within the parameters established by the Village Board.
- Draft the formal employment agreement for consideration by the Village Board and applicant.

Employment Transition

- We will meet with the current Village Manager and Village Board (separately if desired) to discuss immediate and on-going issues in which the Village is involved.
- We will work with the Village Manager finalist to ensure that he/she understands these issues and has a prioritized list that must be addressed to have a smooth transition.

Project Fee / Schedule

Project Fee

McMahon Associates, Inc. proposes to provide the Scope of Services described in this Proposal for the Executive Search Services as follows:

Time & Expense estimated at: \$12,000 to \$15,000

The breakdown of McMAHON hours for the various recruitment activities are based on estimates of what we know about the engagement currently. Hours are flexible should circumstances require. The number of candidates in the pool will also have an impact on the consultant hours allocated for the project.

- Meetings to flesh out desired candidate qualifications and management qualities, conduct survey with Village stakeholders, prepare Candidate and Community Profile.
- Develop advertisement, advertising plan and place advertisements.
- Candidate Outreach – in state. Includes developing written correspondence and phone calls to potential candidates.
- Applicant screening – review all resumes, contact candidates for clarification of information provided, check candidate resumes against desired qualifications and prepare candidate summary report to Search Committee.
- Phone/Skype and on-site interviews, both 1st and 2nd rounds, includes question development, Search Committee interview training, question/exercise preparation for each round, participation in the interviews and community meet and greet.
- Prepare and negotiate Conditional Offer of Employment, Employment Agreement preparation, attend Board meeting.

Upon acceptance of this Proposal, McMAHON will prepare an Agreement incorporating the Scope of Services and terms outlined here. All services will be provided in accordance with our General Terms & Conditions, dated March 19, 2020, which will be incorporated into the Agreement for reference.

Invoices will be sent every month based on the previous months' time and expenses.

Project Schedule

McMAHON has the staff available to begin this project immediately upon award. Based on our prior experience in projects like that requested in the RFP, an administrator recruitment of this nature typically will take 3 - 4 months to complete, plus any additional transition time needed for an individual to move to the area and begin employment.

Project Team / Resumes

Personnel assigned to this project are selected from McMahon Associates, Inc. (McMAHON). The Project Manager supervises the Project Team and clerical personnel support the team. The combined resources assure that the client receives the best possible combination of professional attention.

Lori M. Gosz – Senior Public Management Specialist

Lori will act as Project Manager and is a self-motivated, results driven professional with over 25 years of municipal management experience in Northeast Wisconsin. A people, process and solution-oriented leader who appreciates the needs of the local government. Her focused experience is in human resource management, data research and analysis, operational and organizational studies, compliance to federal, state, and local regulations. She has worked successfully with the Wisconsin Department of Administration, Department of Natural Resources, and Department of Transportation on grant funding and administration of numerous projects.

Ed M. Henschel – Public Management Specialist

Ed is a Public Management Specialist with 40 years of municipal management experience. Prior to joining McMAHON, he served as a City Manager for 30+ years, serving municipalities in Wisconsin and Michigan. He was the Executive Director of the Wisconsin City/County Management Association for 10 years. He also has 20 years of municipal consulting experience conducting municipal recruitments, consolidation studies, department operation reviews, and labor negotiations. As a consultant, he has specialized in shared service and consolidation studies as well as management reviews for a wide range of municipal departments. In 2019 he published a book entitled Municipal Shared Service and Consolidation Handbook.

Paul M. Boening – Public Management Specialist

Paul will assist the Project Team and is a local government official with over two decades of municipal experience. He is skilled at utilizing a team approach to work with elected officials, residents, business representatives and colleagues. Paul possesses comprehensive knowledge of public administration theory. He is adept at interdepartmental coordination and communication and has experience managing various projects. Paul is currently the Village Manager in Whitefish Bay, Wisconsin.

Kelley A. Woldanski – Public Management Specialist

Kelley has been in the municipal arena for over 20 years and has dabbled a bit in many areas including parks & recreation, building inspection, planning and most recently human resources. She is an avid learner and likes to help others with whatever she can. She is passionate about employee engagement and work culture. Kelley has been working for the City of Pewaukee since 2001 and is currently their Director of People & Culture.

Jeffrey R. Roemer – Public Safety Manager

Jeff manages the PS&MM Division and will be a major resource for the entire project. He has over 35 years of experience in public safety and is currently Public Safety Manager of the Public Safety & Municipal Management Group for McMAHON. Jeff is a certified public manager and has been providing full-time public safety management consulting for the last 24 years. He worked as a Fire Chief, Police Chief, EMS Director, and Emergency Management Director before moving into public management consulting. He has worked with over 300 public safety clients nationwide and internationally.

TOWN OF BUCHANAN
Executive Selection and Management Counsel
Karen Lawrence, Supervisor 1
Supervisor1@townofbuchanan.wi.gov
920-734-8599

CITY OF WAUPACA
Executive Selection and Management Counsel
Aaron Jenson, City Administrator
ajenson@cityofwaupaca.org
715-258-4411

VILLAGE OF UNION GROVE
Executive Selection
Steve Wicklund, Village President
swicklund@uniongrove.net
262-878-1818

VILLAGE OF KIMBERLY
Executive Selection
Chuck Kuen, Village President
ckuen@valleymanagment.com
920-716-4502

CITY OF WISCONSIN DELLS
Executive Selection and Police Management Counsel
Karen Terry, Administrator
kterry@dellscitygov.com
608-254-2012 X403

CITY OF WAUTOMA
Police Chief Selection
Tommy Bohler, Administrator
tommybohler@cityofwautoma.com
920-787-4044

CITY OF CHILTON, WISCONSIN
Executive Recruitment and Interim Services
Tom Reinl, Mayor
920- 849-2451

CITY OF NEW HOLSTEIN, WISCONSIN
Management Counsel and Executive Selection of Police Chief
Casey Langenfeld, City Administrator
caseyl@cnhwi.org
920- 898-5766

CITY OF RHINELANDER, WISCONSIN
Executive Selection
Chris Frederickson, Mayor
715- 365-8600

Village of Elm Grove
Attn: David De Angelis
13600 Juneau Boulevard
Elm Grove, WI 53122

Date: _____

McM. No. _____

PROJECT DESCRIPTION:

The Village of Elm Grove is requesting professional services from McMahon Associates, Inc. for Executive Selection.

SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope of Services for this project:

- Preliminary Planning and Development of Candidate Profile
- Advertising/Candidate Search
- Resume Review
- Pre-Qualifying Candidates
- Personal Interviews
- Pre-Employment Checks of Finalists
- Employment Contract Negotiations
- Employment Transition

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope Of Services and fee is based upon the understanding that the Owner will provide the following:

- A single source contact with whom all communication is to occur.

The Village of Elm Grove agrees that the Project Description, Statement Of Understanding, Scope of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
- Time and Expenses \$12,000 to \$15,000 Payment Scheduled Monthly

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete this project as follows:

- McMahon Associates, Inc. agrees to complete this project as follows: Month by month

ACCEPTANCE:

The General Terms & Conditions and The Scope of Services (Defined in The Above Agreement) Are Accepted, and McMahon Associates, Inc. Is Hereby Authorized To Proceed With The Services.

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

**OWNER: Village of Elm Grove
Elm Grove, Wisconsin**

By: _____

(Authorized Signature)

Title: _____

Date: _____

**McMAHON ASSOCIATES, INC.
Neenah, Wisconsin**

By: _____



Jeffrey R. Roemer

Title: _____

Public Safety Manager

Date: _____

Please Return One Copy For Our Records

Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM



McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
 2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
 3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
 4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
 5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
 6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000
- If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
 8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
 9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
 10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
 11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
 12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
 13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
 14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.