



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.2.

5/20/2025

Subject:

Request Approval for the Chairman to Execute a Professional Services Contract with the Number One-Ranked Firm for Consultant Services to Conduct a Nationwide Search for the County Manager Position

Fiscal Impact:

The fixed price of the number one-ranked firm, Colin Baenziger & Associates, is \$36,500. However, the County will incur expenses associated with bringing the finalists to interview with the County (travel, meals, hotels, etc.).

Dept/Office:

Office of Human Resources/Central Services

Requested Action:

It is requested that the Board of County Commissioners approve the Selection and Negotiation Committee's number one-ranked firm, Colin Baenziger & Associates, and authorize the Chairman to execute the professional service contract.

Summary Explanation and Background:

The County's Selection and Negotiation Committee (the Committee) met in a public meeting on May 12, 2025, to discuss the three proposals received for consultant services to conduct a nationwide search for the County Manager position. The County received the following proposals: Colin Baenziger & Associates, DM&A, and Raftelis. The Committee recommended negotiating a professional services contract with the number one-ranked firm, Colin Baenziger & Associates, to conduct a nationwide search for the County Manager position.

The agenda package includes the proposal and appendices of the number one-ranked firm, Colin Baenziger & Associates, and the Committee's consolidated evaluation scoresheet. The Committee unanimously ranked Colin Baenziger & Associates the number one firm.

Clerk to the Board Instructions:



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

May 21, 2025

M E M O R A N D U M

TO: Melissa Powers, Human Resources Director

RE: Item I.2., Request Approval for the Chairman to Execute a Professional Services Contract with the Number One-Ranked Firm for Consultant Services to Conduct a Nationwide Search for the County Manager Position

The Board of County Commissioners, in regular session on May 20, 2025, approved the Selection and Negotiation Committee's number one-ranked firm, Colin Baenziger & Associates; and authorized the Chairman to execute the Professional Services Contract. Enclosed is the executed Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: County Manager
Central Services
Finance
Budget

BREVARD COUNTY, FLORIDA

**PROFESSIONAL SERVICES CONTRACT
EXECUTIVE SEARCH AND RECRUITMENT
Colin Baenziger & Associates**

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PROFESSIONAL SERVICES CONTRACT EXECUTIVE SEARCH AND RECRUITMENT

THIS CONTRACT is made and entered into on the date of last signature below, hereinafter referred to as the Effective Date, by and between the following Parties: **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and **Colin Baenziger & Associates**, a business having its principal address at **2055 South Atlantic Avenue, Suite 504, Daytona Beach Shores, FL 32118**, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, the COUNTY desires to contract with a qualified professional to provide executive search and recruitment services; and

WHEREAS, the COUNTY issued Request for Proposals RFP 3-25-19 on April 25, 2025, for professional services, the CONTRACTOR submitted the highest ranking responsive, responsible proposal, and the COUNTY has selected the CONTRACTOR to perform professional services for executive search and recruitment; and

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. RECITALS.

The above recitals are incorporated into this Contract by this reference.

2. ADMINISTRATION.

2.1 This Contract is administered by the Office of Human Resources, an office of the Brevard County Board of County Commissioners, hereinafter referred to as the

Office.

2.2 Unless stated otherwise by the COUNTY, in the case of any conflict between the Contract Documents, the order of precedence shall be as follows (as applicable): (1) Change Orders; (2) Addenda (with those of later date having precedence over those of earlier date); (3) the COUNTY's RFP3-25-19; (4) the CONTRACTOR's response; and (5) any other associated documents.

3. TERM.

The term of this Contract shall be effective on the date the last party signs the Contract and will continue until October 1, 2025, or when the recruitment has been completed, whichever occurs first.

4. NON-EXCLUSIVE CONTRACT.

The Parties acknowledge that this Contract is not an exclusive agreement, and the COUNTY may employ other similar contractors to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest. The COUNTY reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY. The Parties agree that the COUNTY is not obligated to execute any Task Order for any specific project or part thereof.

5. DEFINITIONS.

5.1. Change Order. A document issued by the COUNTY to the CONTRACTOR that describes modifications and/or revisions to the scope of services, to the schedule for deliverables which involve changes in cost, and/or to changes in compensation. A no-cost time extension is not defined as a Change Order. All Change Orders are subject to the terms and conditions of this Contract.

5.2. **Date of Execution.** This Contract's date of execution and the effective date of the Contract are the last date upon which it is fully executed/signed by both Parties.

5.3. **Purchase Order.** The COUNTY's document used to authorize a purchase transaction with a contractor, generally used for one-time purchases or open framework purchase orders, which contains provisions for goods and/or services ordered, applicable terms as to payment, discounts, date or performance, transportation, and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except in instances in which a purchase order is used only as an internal encumbrance document in SAP

5.4. **Work.** A general term for the professional services provided by the CONTRACTOR under this Contract.

5.5. **Scope of Work.** A defined term for all work that the CONTRACTOR creates or produces for the COUNTY, but not limited to, report gathering, assessments, development of recruitment materials, networking, candidate review, and other documents or activities used by the CONTRACTOR in fulfilling the deliverables.

6. SCOPE OF PROFESSIONAL SERVICES.

6.1. The scope of professional services is identified in the COUNTY's Request for Proposal RFP 3-25-19, excerpts of the RFP's SCOPE OF SERVICES as reflected in Attachment B, and the CONTRACTOR's submission, which are incorporated herein by this reference.

7. STANDARD OF CARE REQUIRED FOR PROFESSIONAL SERVICES.

7.1. CONTRACTOR agrees to perform professional services associated with the requested work in accordance with this Contract in a manner consistent with the

professional skill and degree of care and diligence ordinarily provided by other similar professionals in the same or similar locality under the same or similar circumstances and as further set forth herein.

7.2. CONTRACTOR further agrees that the standard of care required of CONTRACTOR to provide the professional services under this Contract includes the following and that the CONTRACTOR shall:

7.2.1. Ensure the adequacy of work provided under this Contract with appropriate due diligence and a reasonable standard of care in a manner that adequately captures the scope.

7.2.2. Correct any errors and omissions and prepare any necessary revisions not involving a change in the scope of the work, that may be required because the County determined work to be unsatisfactory, substandard, defective, and/or not otherwise in compliance with the standard of care as outlined in this Contract at no additional cost. This remedy shall be cumulative to all other remedies available under law. CONTRACTOR understands and agrees to be held liable for damages to the COUNTY that result from any errors and omissions committed by the CONTRACTOR.

7.2.3. Be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONTRACTOR under this Contract. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other service deficiencies.

7.2.4. Comply with federal, state, and local laws, codes, and ordinances applicable to the work. Failure or inability on the part of CONTRACTOR to have complete knowledge and intent to comply with such law, rules, and regulations

shall not relieve CONTRACTOR from its obligation to completely perform any task assigned pursuant to this Contract.

7.2.5. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

7.2.6. Report the status of the work to the COUNTY as required or upon request and hold pertinent records open to the inspection of the COUNTY or its authorized agent at any time.

7.2.7. Submit all data representative of the work's progress for the County's review. Submit the final work upon incorporating any modifications requested by the COUNTY during any previous review for the County's review. Any COUNTY approval of the CONTRACTOR'S services shall not be deemed to diminish or waive the standard of care or skill required of the CONTRACTOR.

7.2.8. Meet deliverable dates established by the COUNTY.

8. QUALITY CONTROL.

8.1. The CONTRACTOR agrees to a high level of quality control and accuracy in keeping with its standard of care. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY.

8.2. The CONTRACTOR acknowledges that the COUNTY will periodically evaluate the CONTRACTOR'S performance and that the COUNTY will use the evaluation in determining the CONTRACTOR'S qualifications for future contracts with the COUNTY.

9. FORCE MAJEURE

9.1. The CONTRACTOR shall not be liable for its failure to perform hereunder if its performance is rendered impossible or delayed by any unforeseen act, event, or condition beyond its reasonable control, which, by the exercise of due diligence, it shall be unable to overcome. Such unforeseen acts, events, or conditions shall include, but not be limited to, the following: Acts of God, hurricanes, tornados, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law, not due to improper conduct; pandemics or quarantines. Notwithstanding anything in this Contract to the contrary, the term "Force Majeure" does not include and the CONTRACTOR shall not be excused from performance under this Contract for events relating to increased costs, including, without limitation, increased costs of labor, insurance, or other expenses of performing the services hereunder. The COUNTY will not grant any extensions of time for circumstances that existed or that the Contractor knew of or should have known about at the time this Contract was executed.

9.2. The failure to perform must occur directly, exclusively, and contemporaneously with the Force Majeure event. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the CONTRACTOR and not due to its own fault and neglect, CONTRACTOR shall, within 10 hours of the time the delay becomes apparent, notify the COUNTY of such delay in writing stating the cause or causes thereof, failing which the CONTRACTOR shall waive any right the CONTRACTOR may have to request a reasonable extension of time to complete the work required. Such reasonable extensions of time to complete the work shall be the sole remedy of the CONTRACTOR for such delays, and the CONTRACTOR will not be entitled to any damages or any claim for extra compensation.

10. COMPENSATION AND REIMBURSABLE COSTS.

10.1. GENERAL. As consideration for providing professional services, the COUNTY agrees to pay, and the CONTRACTOR agrees to accept, a professional fee for services. The fee for services is the only compensation to which CONTRACTOR is entitled unless pre-approved reimbursable costs.

10.2. The CONTRACTOR shall be compensated at the attached Fee and Warranty (Attachment A). Attachment A is attached and incorporated herein by reference.

10.3. Reimbursable Expenses or Costs. CONTRACTOR shall be compensated for certain work-related expenditures not covered by the fee for the professional service only if (1) the reimbursable expenses are pre-approved, or (2) CONTRACTOR has obtained written pre-approval from COUNTY prior to incurring the expense. If an expense is not pre-approved by the COUNTY, the CONTRACTOR will not be entitled to compensation by the COUNTY for such expense. When requesting the COUNTY pre-approval for an expense, the CONTRACTOR must provide a written justification for the expenses accompanied by copies of invoices, receipts, requisitions, and/or estimates (if the actual expense cannot be provided until the actual cost is incurred) to document the need for the expense. The COUNTY, upon receipt of satisfactory documentation, will provide the CONTRACTOR with its written decision on approval or rejection of said expenses. The CONTRACTOR must submit the final receipts, invoices, etc., for expenses incurred in order to be reimbursed by the COUNTY. The COUNTY will reimburse CONTRACTOR for pre-approved expenses at actual cost(s) (no markup or percentage increase will be paid by the COUNTY). Types of reimbursable expenses may include:

10.3.1. Travel Costs. The Parties agree that travel costs for normal business travel necessary under the performance of this contract are included in the CONTRACTOR's contracted fee for service. The COUNTY, in its sole

discretion, may approve a CONTRACTOR's request for reimbursement for special travel required under this professional service contract. If approved, such travel shall be reimbursed at the same rate as for COUNTY employees in accordance with the most current version of County Administrative Order AO-21, entitled "Travel," (issued by the County Manager of Brevard County, copy available upon request), as may be amended, which administrative order is incorporated to this contract by this reference, and Section 112.061, Florida Statutes. All CONTRACTOR requests for special travel must be documented on a State of Florida Travel Voucher with appropriate receipts. Without prior written approval, the COUNTY is not responsible for reimbursing the CONTRACTOR for said travel.

11. BILLING, PAYMENT, AND PARTIAL PAYMENTS

11.1. General. COUNTY will make payment to CONTRACTOR through County Finance according to Brevard County Administrative Order AO-33 (issued by the County Manager of Brevard County, copy available upon request), as may be amended, and Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, including the provision of an IRS Form W-9. CONTRACTOR payments are subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct substandard work or work not in compliance with the terms of this Contract. The County will not honor any claim for services rendered by CONTRACTOR that is not specifically provided for in this Contract.

11.2. Process for Payment of Invoices.

11.2.1. CONTRACTOR shall submit invoices for payment to the COUNTY on a completion basis or as otherwise agreed upon. The CONTRACTOR's request for payment shall be in the form and in the manner required by the COUNTY and shall relate to work performed since the last

invoiced work. The COUNTY may require supplemental and accompanying data to support the CONTRACTOR's request for payment.

11.2.2. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONTRACTOR. Each invoice shall include only authorized work and must reference the authorized services performed. Invoices for work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment A to this Contract. The CONTRACTOR shall include copies of all invoices paid by the CONTRACTOR for expenses with its invoice.

12. OWNERSHIP/REUSE OF WORK WITHIN THE SCOPE OF PROFESSIONAL SERVICES.

12.1. COUNTY agrees to furnish to CONTRACTOR, upon request, for inspection and copying, any known documents or data available in the COUNTY'S files pertaining to the work to be performed under this Contract, which may be reasonably required by CONTRACTOR to be performed under this Contract. To the extent COUNTY provides such documents or data to CONTRACTOR for CONTRACTOR's use, the COUNTY agrees to obtain, or cause to be obtained, any releases or authorization necessary for the use of the documents or data.

12.2. To the extent CONTRACTOR provides work within the Scope of Work that the CONTRACTOR did not create for use by the COUNTY, the CONTRACTOR shall obtain, or cause to be obtained, any releases, or authorization necessary for the use by COUNTY to the same extent that the CONTRACTOR is required to provide COUNTY in sections 12.3 and 12.4. The CONTRACTOR agrees to be responsible for any claims, including, but not limited to, trademark or copyright infringement, arising with respect to such use of work within the Scope of Work provided by the CONTRACTOR.

12.3. To the extent the CONTRACTOR creates documents within the Scope of Work under this Contract for the COUNTY, then to the extent permissible under the law, the Parties agree the Scope of Work is specially ordered or commissioned as a "work for hire" under 17 United States Code section 101. CONTRACTOR agrees that COUNTY is the exclusive owner of all Scope of Work created under this paragraph, without restrictions or limitations upon its use. When each individual section of work requested pursuant to this sub-section is complete, all of the work shall be delivered to the COUNTY for its use. There shall be no additional compensation for the rights and property granted under this paragraph.

12.4. To the extent CONTRACTOR creates a work within the Scope of Work for the COUNTY that falls outside the definition of a "work for hire" under 17 United States Code section 101, by this paragraph, the CONTRACTOR grants to COUNTY a royalty-free, worldwide, nonexclusive, irrevocable, unlimited license right in the work created by CONTRACTOR for COUNTY pursuant to the Contract, without restrictions or limitations upon its use. Such a license includes an express right for the COUNTY to further sub-license the work and to create derivative works without restriction.

12.5. To the extent CONTRACTOR creates work within the Scope of Work for the COUNTY that depends upon original notes and working documents, the COUNTY shall be entitled to a copy of such materials upon request, and further provided that said materials shall not be destroyed without the prior written approval of the COUNTY.

12.6. For the Scope of Work, CONTRACTOR provides to COUNTY, where a photograph or video of a person with an identifiable face appears, CONTRACTOR will provide COUNTY with a standard commercial use modeling release in writing. Faces blurred to be unrecognizable do not require such a modeling release. The release will include the model's name, age, and date of birth.

12.7. Reuse of Work within the Scope of Work.

CONTRACTOR may not reuse specifications, documents or reports specifically developed by CONTRACTOR for COUNTY without express written permission from COUNTY.

13. AUDIT RIGHTS AND PUBLIC RECORDS.

13.1. In the performance of this Contract, CONTRACTOR shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the CONTRACTOR in conjunction with this Contract and its performance shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the CONTRACTOR's records related to this Contract at any time during the performance of this Contract and for a period of five years after final payment is made or otherwise required by law.

13.2. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records, and shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article 1 of the State Constitution and Chapter 119, Florida Statutes. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's

custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

13.3. All records or documents created by the COUNTY or CONTRACTOR in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. It is the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR that it deems is exempt or confidential from public records laws under Florida or federal law and identify the statute number that requires the information to be held exempt. All records stored electronically by the CONTRACTOR must be provided to the COUNTY in a format compatible with the information technology systems of the COUNTY.

13.4. CONTRACTOR shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the CONTRACTOR does not transfer the records to the COUNTY.

13.5. Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. If COUNTY does not possess the requested records, COUNTY shall immediately notify the CONTRACTOR of the request and if CONTRACTOR possesses the records, CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so COUNTY can comply with the requirements of Sections 119.07, Florida Statutes. The CONTRACTOR may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47 (issued by the County Manager of Brevard County, copy is available upon request), as may be amended, incorporated herein by this reference.

13.6. If the CONTRACTOR possesses the records but fails to provide the

requested public records to the COUNTY within a reasonable time, pursuant to section 119.0701 and 119.10, Florida Statutes, the CONTRACTOR may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. The CONTRACTOR'S failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

13.7. Should the COUNTY face any legal action to enforce inspection or production of the records within the CONTRACTOR'S possession and control, the CONTRACTOR agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. CONTRACTOR shall hire and compensate attorney(s) to represent CONTRACTOR and COUNTY in defending such action. CONTRACTOR shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: MARYANNA DRAPER (maryanna.draper@brevardfl.gov), 2725 JUDGE FRAN JAMIESON WAY, Bid. B, RM 209, VIERA, FL 32940.

14. INDEPENDENT CONTRACTOR.

The COUNTY contracts for the services of the CONTRACTOR as an independent contractor and not as an employee. Nothing in this Contract shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other or to bind or obligate the other to any third party. As an independent

contractor, CONTRACTOR is not entitled to any of the rights, privileges or benefits of COUNTY employees.

15. EQUAL OPPORTUNITY EMPLOYMENT.

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment work under this Contract because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfers; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. UNAUTHORIZED ALIEN WORKERS AND EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

16.1. Unauthorized Alien Workers. The COUNTY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code Section 1324 (a) of the Federal Immigration and Nationality Act. The COUNTY shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

16.2. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify

the employment eligibility of all new employees hired by the subcontractor during the Contract term. All contractors shall meet this requirement unless they are a sole proprietor who does not hire employees and therefore is not required to file a Department of Homeland Security Form I-9 or the Contract is being executed with a company based outside of the United States of America and does not have a corporation or office within the United States of America and does not employ United States of America citizens.

16.3. Upon request, the CONTRACTOR agrees to provide a copy of the E-Verify Memorandum of Understanding signed by the CONTRACTOR and the Department of Homeland Security.

16.4. CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.

16.5. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.

16.6. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

16.7. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

17. SUBCONTRACTING.

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the written approval of the COUNTY, including a change of subcontractor. When applicable, the CONTRACTOR shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be performed. CONTRACTOR shall remain, at all times, liable for the proper performance and completion of all work and other services required under this Contract, including supervision and administration of all such sub-contracted personnel, firms, and companies, and including any errors or omissions by said sub-contractors. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, and other services performed by a subcontractor.

18. ASSIGNMENT.

The COUNTY and CONTRACTOR each bind its respective entity and its successors, legal representatives, and assigns to the other Party to this Contract, and to the partners, successors, legal representatives, and assigns of such other Party, and in respect to all covenants of this Contract. Neither Party shall assign or transfer their interest in this Contract without the prior written consent of the other Party. In the event that the CONTRACTOR changes its name, merges with another company, becomes a subsidiary, or makes other substantial changes in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

19. CONFLICTS OF INTEREST.

19.1. No officers, members, or employees of COUNTY, no members of its governing body, and no other public official of the governing body of the locality or

localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

19.2. A conflict of interest is any situation in which the CONTRACTOR, its employees or subcontractors, are in a position to exploit their professional relationship with COUNTY in any way for their personal or corporate benefit. CONTRACTOR is specifically aware of, and concurs with, the public need for COUNTY to prohibit any potential conflicts of interest that may arise as a result of the execution of this Contract. CONTRACTOR covenants that it has extensively reviewed all of its contracts, letters of agreement, and any other indication of commitment on its behalf to perform professional services that could in any way present the reasonable possibility of an actual conflict of interest with COUNTY. CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR shall employ no person having any such interest. CONTRACTOR shall disclose in writing to COUNTY any conflict of interest affecting CONTRACTOR's services to COUNTY as soon as it becomes aware of the conflict.

20. PUBLIC ENTITY CRIMES.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity,

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

21. SCRUTINIZED COMPANIES LIST.

21.1. CONTRACTOR shall provide a fully executed Scrutinized Companies that Boycott Israel List Affidavit in accordance with Section 287.135, Florida Statutes, which is attached and incorporated to this Contract as Attachment C.

21.2. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification or if the CONTRACTOR or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

21.3. If this Contract is for more than one million dollars, the CONTRACTOR further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

21.4. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized

Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

21.5. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

21.6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

22. INDEMNIFICATION AND INSURANCE.

22.1. CONTRACTOR shall hold COUNTY harmless against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to the property of any kind (including but not limited to loss of use of any property or assets resulting therefrom), fines, penalties, schedule delay claims of any kind, including but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which COUNTY is contracting hereunder, to the extent caused by the negligent, reckless, or intentional wrongful acts/omissions/conduct of CONTRACTOR, or any of its agents or employees, including subcontractors. Such negligent acts/omissions/conduct by CONTRACTOR include but are not limited to, any errors or omissions in the CONTRACTOR'S services.

22.2. The CONTRACTOR agrees to fully indemnify COUNTY and pay the cost of COUNTY's legal defenses, including fees of attorneys as may be selected by COUNTY, for all claims described in the hold harmless clause above. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the Parties hereto that specific consideration has been

received by the CONTRACTOR under this Contract for this hold harmless/indemnification provision.

22.3. Notwithstanding any other provisions of this Contract, this indemnification section applies to both COUNTY and third-party claims and shall survive the expiration, completion, or termination of this Contract. Nothing in this section is intended to nor shall it constitute a waiver of the sovereign immunity of Brevard County, or a waiver by the COUNTY of the limits and protections established under Section 768.28, Florida Statutes, as may be amended.

22.4. CONTRACTOR shall procure and maintain, at their own expense and without cost to COUNTY, the following types of insurance described below. CONTRACTOR shall be liable and responsible for errors and omissions in the performance of any and all Contract responsibilities and shall carry professional liability insurance and indemnify the COUNTY against errors and omissions as specified herein below.

- General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this Contract, "X-C-U" hazards, and Errors & Omissions.
- Auto Liability Insurance policy with includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
- Professional Liability Insurance policy in the amount of \$2,000,000 per claim and \$3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services for a period

of at least four (4) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.

- Workers' Compensation and Employer's Liability Insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes, or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, vendor or supplier when applicable.
- Cyber Liability Insurance with limits of not less than \$5,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations a Contractor has undertaken by this Contract and shall include but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. This policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

22.5. CONTRACTOR shall provide Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificates of Insurance shall indicate

that the policies (except professional liability) have been endorsed to cover the COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice being given by the insurer to the COUNTY.

22.6. The insurance coverages enumerated above constitute the minimum requirements and shall not lessen or limit the liability of the CONTRACTOR under the terms of the Contract. Risk Management reserves the right to modify insurance requirements based on the cost and severity of the project. Subcontractor's insurance shall be the responsibility of CONTRACTOR.

22.7. The CONTRACTOR shall maintain the insurance coverage in compliance with Paragraphs 22.1 through 22.6, above, throughout the term of this Contract and in compliance with the requirements relating to professional liability insurance above. The CONTRACTOR is also responsible for providing thirty (30) days' advanced written notice to the COUNTY of any changes or cancellations in coverage and replacement insurance.

23. DISPUTE RESOLUTION.

23.1. If the COUNTY objects to all or any portion of an invoice, the COUNTY shall so notify the CONTRACTOR and indicate in writing what corrective action is required of the CONTRACTOR. If a dispute over an invoice occurs, the Parties will work to resolve the dispute in accordance with Administrative Order AO-33 (issued by the County Manager of Brevard County, copy available upon request), as may be amended, and Section 218.76, Florida Statutes.

23.2. To the extent the COUNTY requests CONTRACTOR to perform services that the CONTRACTOR believes are not described in the Contract, then

CONTRACTOR shall provide written notice to COUNTY of the issue(s), and that CONTRACTOR will follow COUNTY's written directive provided it is without prejudice to CONTRACTOR's right to seek additional compensation from COUNTY.

CONTRACTOR shall only provide such service upon receipt of a written COUNTY directive/Notice to Proceed to explicitly perform such service. The COUNTY's delivery of such written directive/Notice to Proceed following CONTRACTOR's notification shall be without prejudice to COUNTY's right to maintain that such services do not constitute the basis for additional compensation.

23.3. Waiver. The waiver by either Party of the other Party's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the other Party under this Contract, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

24. TERMINATION OF CONTRACT.

24.1. Termination for Convenience.

24.1.1. Termination for Convenience by the COUNTY. The COUNTY may terminate this Contract for convenience by giving the CONTRACTOR fourteen (14) calendar days written notice of such termination. If written notice is given by mail, receipt shall be presumed, and the fourteen (14) days shall begin to run, seven (7) calendar days after the date of mailing as dated on the notice. If written notice is provided in-person, the fourteen (14) days shall begin the calendar day after the delivery of the notice. The CONTRACTOR shall stop work immediately unless the COUNTY provides the CONTRACTOR written direction otherwise in the notice.

24.1.2. Termination for Convenience by the CONTRACTOR. The CONTRACTOR may terminate this Contract for convenience by giving the

COUNTY sixty (60) calendar days written notice of such termination. If written notice is given by mail receipt shall be presumed, and the sixty (60) days shall begin to run, seven (7) calendar days after the date of mailing as dated on the notice. If written notice is provided in-person, the sixty (60) days shall begin the calendar day after the delivery of the notice. The CONTRACTOR must provide the COUNTY with all records and documentation of all work performed, as of the date of the notice, within 14 calendar days of the notice. .

24.2. Termination for Failure to Perform. If the CONTRACTOR is failing to perform, the COUNTY will issue a notice of failure to perform to the CONTRACTOR listing the work for which the COUNTY has determined there is a failure to perform and describe the deficiencies in the CONTRACTOR's work. The Notice shall provide the CONTRACTOR with ten (10) calendar days from the date the Notice is received in which to correct such deficiencies described in said notice. If the CONTRACTOR fails to correct such deficiencies to the satisfaction of the COUNTY within the stated time period, then the COUNTY may terminate the Contract immediately by providing written notice to the CONTRACTOR for failure to perform. Upon termination by the County, COUNTY may take over the work and cause it to be performed to completion by Contract or otherwise. In such a case, the COUNTY reserves all rights and remedies available, including, but not limited to, the right to recover the COUNTY's additional cost incurred in securing complete performance. The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. If, after the COUNTY's termination of the Contract for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed the contractual obligations, the termination shall be deemed to be a termination for the convenience of the COUNTY.

24.3. Upon termination for any reason, the Parties agree that any work completed, or services provided by the CONTRACTOR prior to the date of termination

shall become the property of the COUNTY. Upon COUNTY's request, CONTRACTOR shall deliver to COUNTY documents or other work as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process.

24.4. **Payment on Termination.** In the event of termination by COUNTY, the COUNTY'S sole obligation to CONTRACTOR shall be payment for those portions of satisfactorily completely performed work previously authorized by approved. The COUNTY shall not be obligated to pay for any services performed after CONTRACTOR has received the final notice of termination unless the COUNTY otherwise directs the CONTRACTOR in writing to complete specified elements of the work. Such payment shall be determined on the basis of the work performed by CONTRACTOR, or the percentage or work complete as estimated by CONTRACTOR and agreed upon by COUNTY up to the time of termination. In the event of such termination, COUNTY may, without penalty or other obligation to CONTRACTOR, elect to employ other persons to perform the same or similar services. In the event of deficient professional services, COUNTY shall not pay for the CONTRACTOR for deficient services; however, if any, of the work performed by the CONTRACTOR is used by or useful to any other contractor retained by COUNTY to finish the work, the County will pay the CONTRACTOR for such useful work to the extent that COUNTY does not incur additional costs, or pay twice for the same work.

25. NOTICES AND AUTHORIZED REPRESENTATIVES.

25.1. **Authorized Representatives.** The Parties agree that in order to facilitate the orderly and efficient completion of the work, each Party shall appoint an authorized representative(s) for such Party. The COUNTY's representative shall have the authority to transmit instructions, receive information, and interpret and define the COUNTY's policies and decisions pertinent to the work covered by this Contract as long as such transmissions do not result in an increase in the cost of or time to perform work.

The Parties understand and agree that only the Board of County Commissioners, the County Manager, or the Assistant County Managers have the authority to approve changes or modifications to this Contract. The CONTRACTOR's representative shall be authorized to act on behalf of the CONTRACTOR regarding all matters involving the conduct of its performance under this Contract.

25.2. The Parties' designated representatives and their respective addresses for purposes of this Contract are as follows:

COUNTY

Ms. Melissa Powers
2725 Judge Fran Jamieson Way, Bld. B
Viera, Florida 32940
321-633-2034

CONTRACTOR

Mr. Colin Baenziger
Colin Baenziger & Associates
2055 South Atlantic Avenue, Suite 504
Daytona Beach Shores, Florida
561-707-3537

25.3 Either Party will have the right to change its authorized representative(s) or to add representatives from time to time throughout the Contract by giving written notice to the other Party in accordance with the Notice Provisions below.

25.4 Notices. All notices required or permitted under this Contract and any written consents or approvals required shall be in writing and are in effect upon receipt. All notices for legal claims, or termination must be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. Other notices, such as signed notices to proceed, may be transmitted by E-mail to the authorized representative and shall be effective on the date directed in the notice. The addresses set forth in 25.2 for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

26. ATTORNEY'S FEES, GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL.

In the event of any legal action between the Parties arising out of this Contract, each Party shall bear its own attorney's fees and costs. This Contract, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. Venue for any legal action brought by any Party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida, and the **PARTIES AGREE TO WAIVE A JURY TRIAL AND ANY TRIAL SHALL BE NON-JURY.** CONTRACTOR consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to process being served upon its Florida registered agent. CONTRACTOR expressly waives removal of any claim or action arising under this agreement to federal court.

27. MODIFICATIONS.

Contract Modifications. The terms of this Contract may be modified upon the mutual agreement of the Parties in writing executed by both Parties with the same formality as herewith.

28. ENTIRETY OF CONTRACT.

Under the terms of this Contract, all Notices to Proceed issued under this Contract, all Modifications to this Contract or Notice to Proceed, all Change Orders, and any Renewals of the Contract.

This Contract supersedes all prior agreements and negotiations respecting such matter.

29. INTERPRETATION.

Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Contract. Consequently, this Contract shall not be more strictly or more harshly construed against either party as the drafter.

30. SEVERABILITY.

If a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Contract void or unenforceable, the remaining parts of this Contract shall continue to full force and effect as though such sentence, provision, paragraph, section had been omitted from this Contract. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

31. FURTHER ASSURANCES.

Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Contract.

32. COUNTERPARTS AND AUTHORITY.

This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

IN WITNESS WHEREOF, on the date last signed below, the Parties have caused this Contract to be executed by their duly authorized representatives.

ATTEST:


Rachel Sadoff, Clerk of the Court

BREVARD COUNTY, FLORIDA

By: 

Rob Feltner, Chairman

Date: MAY 20 2025

Reviewed for legal form and content
solely for Brevard County:

Assistant County Attorney

[INSERT LEGAL NAME OF CONTRACTOR]

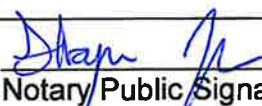
By: _____
(Signatory Name and Title)

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of May, 2025 by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]




Notary Public Signature

Shayna Jencks
Name typed, printed or stamped

My Commission Expires: Nov. 1, 2027

Attachment A

Fee and Warranty

Fee

CB&A offers a firm, fixed price of \$36,500, which includes all the expenses we will incur. The only other expenses the County will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the County (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

Requested Services	
Phase I: Needs Analysis / Information Gathering	\$ 4,000
Phase II: Recruiting	16,000
Phase III: Screening	14,000
Phase IV: Interview Process Coordination, Selection, and Negotiation	2,500
Firm, Fixed Fee Total	\$36,500

If the County asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$200 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them and where the work we performed extended beyond the scope of our assignment.

Attachment B

Requested Services

The Consultant shall provide the following services as a minimum, but not be limited to:

- A. Weekly activity reports summarizing and detailing the progress of the candidate search. The Consultant shall agree to respond immediately to all inquiries from the Board regarding the progress of the candidate search.
- B. Meeting with each County Commissioner individually and then collectively at a Board Workshop to:
 - 1) Develop and establish the background, education, training, experience, knowledge, skills, abilities, management style, and other appropriate characteristics desired for the County Manager position.
 - 2) Develop and establish the screening, interview, and selection process to be utilized for selecting a County Manager from the list of finalists.
- C. Developing a strategy to accomplish the recruitment, including outreach to qualified candidates who might not otherwise express an interest, whether currently employed or not, to encourage applicants from diverse backgrounds to apply. Recruitment should utilize services provided by, but not limited to, the National Association of Counties (NACO), International City/County Management Association (ICMA), and any additional appropriate venues identified by the Consultant.
- D. Review all applicants' resumes for background and qualifications to identify candidates who present the most promising qualifications for the position.
- E. Provide each county commissioner a complete listing and copies of resumes of all candidates applying for or expressing interest in the County Manager position.
- F. Based upon a majority vote of the County Commission, adding any additional candidates identified by the County Commission to the shortlist for further evaluation and screening, as outlined in Sections 2.G. through 2.J. of this Request for Proposal.
- G. Conduct interviews (by phone, video conference, or in person) with the candidates to clarify each applicant's qualifications and prepare a written summary of each candidate.
- H. Further evaluation of the candidates, including review of the interview results and conducting in-depth reference checks with individuals who are or have

been in positions of comparable responsibility and scope, is needed to evaluate their performance and produce a list of qualifying candidates.

- I. Verify the educational background of the Board's selected candidates and conduct criminal, financial, newspaper, social media, and civil litigation checks.
- J. In the event that politically sensitive or potentially embarrassing issues arise in the candidate's background, the Consultant shall conduct in-depth interviews with the principal parties to clarify the event and clearly describe it to the Board.
- K. Finalize a process with the Board for interviews and identify additional candidates if necessary.
- L. Meeting with the Board following interviews and identifying additional candidates if necessary.
- M. Notify non-selected applicants and candidates in writing and provide a copy to the Board.

Consultant's Role

- A. Upon receipt of the official Notice to Proceed, the Consultant shall coordinate a time to get direction from the Board of County Commissioners ("the Board") and finalize the process to conduct a nationwide search for a candidate for the County Manager position.
- B. The Consultant shall complete initial interviews and reference checks of the top candidates.
- C. After the top candidates' initial interviews and reference checks, the Consultant shall conduct in-depth background checks on the candidates who merit the most consideration and present summaries of their qualifications and related information to the Board.
- D. The Consultant shall finalize the process for interviews to be held by the Board, coordinate candidate interviews, and brief the Board as necessary.



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES FOR
BREVARD COUNTY, FL**

Volume I: Proposal

Submitted on: May 9, 2025

Colin Baenziger & Associates

Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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May 9, 2025

The Honorable Chairman Rob Feltner, Vice Chair Tom Goodson, and Commissioners Kim Adkinson, Thad Altman, and Katie Delaney
Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940

Chairman Feltner, Vice Chair Goodson, and Commissioners Adkinson, Altman, and Delaney:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next County Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

While CB&A is a nationwide municipal recruiting firm, our home base is Florida. In fact, we have been selected to perform 151 of the last 229 recruitments, or 65%, where a Florida city or county has chosen to use a recruiter to find its Manager / Administrator. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients and candidates. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the elected officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and fit well with you and your community. As a result, we only take a few clients at a time and focus on completing each assignment in an exemplary manner. Further, we routinely complete our work in ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. Finally, we offer one of the better warranties in the industry.

Some of our Florida searches include City Managers for Aventura, Bay Harbor Islands, Bradenton, Cape Coral, Cutler Bay, Destin, Estero, Fort Myers, Fruitland Park, Gainesville, Hallandale Beach, Islamorada, Lady Lake, Melbourne, Miramar, Mount Dora, Ocala, Orange City, Palm Beach Gardens, Palmetto Bay, Palm Coast, St. Pete Beach, Tavares, Treasure Island, and West Melbourne. Nationally we have found City Managers for Ankeny, IA; Bellevue, WA; Doraville, GA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; and

COLIN BAENZIGER ASSOCIATES
EXECUTIVE RECRUITING

Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include City Managers for Cape Canaveral, FL, Kodiak, AK, North Myrtle Beach, SC, Orange Park, FL, Sarasota, FL, Titusville, FL, and Venice, FL, as well as an Executive Director for Chatham area Transit, a County Administrator for Warren County, VA and a City Auditor for Daytona Beach, FL.

Those authorized to bind the company are partners Colin Baenziger and Scott Krim, as well as Lynelle Klein, Senior Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Senior Partner

...Serving Our Clients with a Personal Touch...

II. Qualifications, Experience, and Workload

The Firm, Its Philosophy, & Its Experience

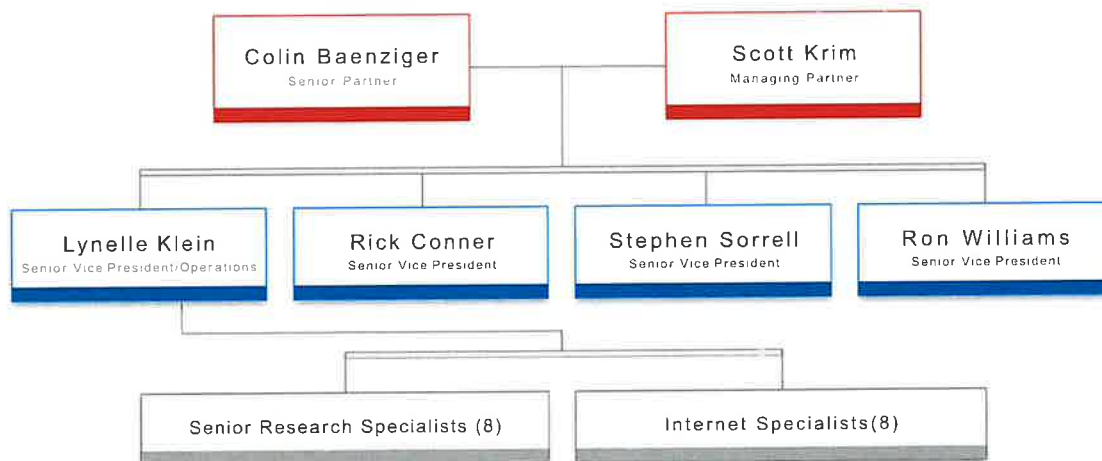
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with satellite offices in Grand Junction, CO, Live Oak, FL, Ogden, UT, and Pensacola, FL. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We simply do not believe in unforeseen circumstances.

Since beginning our executive search practice in 1998, we have conducted searches for clients in thirty-five states. Overall, we have sought over 230 CEOs for cities, counties, and special districts. We have also conducted over 415 searches overall. The basic approach outlined herein has been refined to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 27 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



II. Qualifications and Experience of the Firm (continued)

Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. ***We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so, and we never will.***

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, ***it has never missed a significant project milestone.***

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the County. The proof is that since 2012, 40% of the candidates selected as semi-finalists have been females and/or minorities. Some years have been as high as 65%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

Insurance

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$2 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence and \$2 million aggregate. Further, we carry the required workers compensation insurance for all our employees.

Clientele

Our clients are only employers and almost exclusively local governments. We do not have any business arrangements with any candidates. We feel that would be a conflict of interest.

II. Qualifications and Experience of the Firm (continued)

Geographic Reach

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. We have conducted searches in 35 states, see Figure I below. A complete list of our searches can be found in Appendix A.



Current Workload

We carefully manage our workload and never take on an assignment when we do not have the resources to complete it. We regularly turn down opportunities when we have reached our maximum to provide the level of customer service that our clients expect. If we enter into a contract with Brevard County, we will meet the terms of that contract.

Some of our current searches include City Managers for Cape Canaveral, FL, Kodiak, AK, North Myrtle Beach, SC, Orange Park, FL, Sarasota, FL, Titusville, FL, and Venice, FL, as well as an Executive Director for Chatham area Transit, a County Administrator for Warren County, VA and a City Auditor for Daytona Beach, FL.

II. Qualifications and Experience of the Firm (continued)

Project Team and Involvement

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

Colin Baenziger, Senior Partner, will have overall responsibility for the execution of the search. Mr. Baenziger has spent ten years in local government as a senior manager and over 30 years as a consultant. In addition to his 25 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.



G. Scott Krim, Managing Partner, has 20 years' experience in the public and private sectors and offers an abundance of managerial and analytical experience. He is a versatile leader with proven expertise in operations optimization, personnel selection and retention, and internal / external stakeholder relationships. Prior to joining our firm, Scott worked for five years in Utah's District Courts. He is a member of the Association for Public Policy Analysis & Management, the Society of Human Resource Management, and the American Communication Association. Scott has a Master of Public Administration (emphasis in state and local government) from Southern Utah University, and a Bachelor of Science in Organizational Communication from Weber State University in Ogden, Utah. Scott is a certified Professional and Technical Writer.



Lynelle Klein, Senior Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number two person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



II. Qualifications and Experience of the Firm (continued)

Stephen Sorrell, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



Ron Williams, Senior Vice President. While Mr. Williams is technically relatively new to CB&A, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in the juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.



Rick Conner, Senior Vice President, has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee, and Texas. In his spare time, he invents scuba diving equipment and accessories.



II. Qualifications and Experience of the Firm (continued)

OFFICE OF HUMAN RESOURCES CONSULTANT TO PERFORM EXECUTIVE RECRUITING RFP-3-25-19 REFERENCE FORM

REFERENCES

List references for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described. Note: A contact person shall have personal knowledge of the Firm's performance for the specific requirement listed. The contact person must have been informed that they are being used as a reference and that the County may be calling them. Do NOT list persons who cannot answer specific questions regarding the requirements.

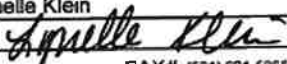
Ref #1. Customer/Client: Indian River County, FL
Date of Services: November 2022 to March 2023
Description of Services: County Administrator Recruitment
Street Address: 1801 27th Street, Vero Beach FL 32960
City, State, ZIP Code: Vero Beach FL 32960
Telephone #: (772) 217-1688 (ext first) Fax #: _____
Contact Person: Commissioner Laura Moss Email: lmoss@irogov.com

Ref #2. Customer/Client: Clay County, FL
Date of Services: December 2018 to March 2019
Description of Services: County Manager Recruitment
Street Address: P.O. Box 1368
City, State, ZIP Code: Green Cove Springs, FL 32043
Telephone #: (904) 710-1489 Fax #: _____
Contact Person: Former Commissioner Diane Hutchings Email: _____

Ref #3. Customer/Client: Miami-Dade County Water & Sewer Department, FL
Date of Services: July 2022 to December 2022
Description of Services: Deputy Director for Operations
Street Address: 3071 SW 38th Ave
City, State, ZIP Code: Miami, FL 33146
Telephone #: 305-865-7477 Fax #: _____
Contact Person: Chief Utilities Officer Roy Coley Email: Roy.Coley@miamidade.gov

Ref #4. Customer/Client: Deltona, FL
Date of Services: November 2023 to April 2024
Description of Services: City Manager Recruitment
Street Address: 2345 Providence Boulevard
City, State, ZIP Code: Deltona, FL 32725
Telephone #: (407) 443-6844 Fax #: _____
Contact Person: Commissioner Todd Shimkus Email: TShimkus@deltonafl.gov

Ref #5. Customer/Client: Sebastian, FL
Date of Services: January 2018 to April 2018
Description of Services: City Manager Recruitment
Street Address: 1225 Main Street
City, State, ZIP Code: Sebastian, FL 32958
Telephone #: 772.473.5440 Fax #: _____
Contact Person: Council Member Ed Dodd Email: edodd@cityofsebastian.org

CONTRACTOR NAME Baenziger, Krim & Associates DBA Colin Baenziger & Associates
ADDRESS 5251 South 575 West, Riverdale, UT 84405
PRINTED SIGNATURE Lynelle Klein
AUTHORIZED SIGNATURE 
TELEPHONE # (970) 433-7100 FAX# (561) 621-5965 DATE 05/06/2023
EMAIL Lynelle@cb-asso.com

II. Qualifications and Experience of the Firm (continued)

**OFFICE OF HUMAN RESOURCES
CONSULTANT TO PERFORM EXECUTIVE RECRUITING
RFP-3-25-19**

CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: RFP-3-25-19

Vendor Name: Baenziger, Krim & Associates DBA Colin Baenziger & Associates

The undersigned hereby certifies that: (check all applicable boxes)

☒ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.
Firm was a sole-proprietorship and Recently Became a Corporation
Date of latest audit: _____ (if no audit was conducted within the past 18 months, explain the reason).

☒ The Vendor has no outstanding liabilities to the Internal Revenue Service or any other government entity, including tax and judgment liens.

☒ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☒ The Vendor is not the subject of any current litigation or findings of non-compliance under federal or state law.

☒ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of non-compliance under federal or state law that may impact in any way its ability to fulfill the requirements of this contract.

☒ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification, and the Vendor shall notify the Purchasing Manager within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, the Vendor shall explain the reason(s) in the space below. Failure to include any explanation may result in the Vendor being deemed non-responsive and its submission being rejected.


Signature

Lynelle Klein
Printed Name

05/06/2025
Date

Senior VP for Operations
Title

This certification must be signed by an individual authorized to speak for the Vendor.

III. Scope of Work and Methodology

The following search methodology has been refined over the past twenty-seven years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

Phase I: Information Gathering / Needs Assessment / Brochure Preparation

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those who are not actively looking for the next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as County staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the County so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

If the County wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather; CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate any additional suggestions you may have and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with four to six outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- **Networking:** The best approach is diligent outreach. We will network with potential candidates and consult our database of government professionals. Being well established in Florida, we know whom we should contact. As we identify outstanding candidates (many

III. Scope of Work and Methodology *(continued)*

- of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.
- **Advertising:** While we will network to find the best, we will not ignore professional organizations and trade press which sometimes yield strong candidates. These might include the International City/County Management Association, related state associations, LinkedIn, the National Association of Counties, and sites aimed at female and minority candidates.
- **CB&A Website:** We will also post the recruitment on our website, www.cb-asso.com. With our reputation, many candidates consult it regularly.
- **Email:** We will e-mail the recruitment profile through our listserv of approximately fourteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We generally do not use local newspapers, national newspapers, or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the County wants to have ads placed in these venues, it will need to bear the cost.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be an outstanding fit with the County and the community as your next County Manager.

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

Step Two. Screening Interview. Our lead recruiters, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider each candidate further.

Step Three. Evaluate the Best Candidates. We will conduct thorough research into the backgrounds of the best six to twelve candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own words*, and balance the negativity that is so often characteristic of the press, and (2) the County to evaluate the candidates written communication skills.

III. Scope of Work and Methodology (continued)

- **Interviews of References:** We provide the candidate with a list of references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written, approximately page long summary of each conversation.
- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state, and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the gold standard for criminal records (the NCIC database), our vendor has developed a very reliable substitute.
- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.
- **Verification of Education and Work History:** We will verify all claimed educational degrees, as well as the candidate's work history for the past 15 years to ensure the candidate has been completely forthright.
- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

Note: We firmly believe that all background work and checks should be completed prior to presenting them to you. That way you will know the individuals you select to interview are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

CB&A will select six to ten candidates and present them for your consideration as finalists. We will provide you electronically a complete written report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks

III. Scope of Work and Methodology (continued)

and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining questions that are not appropriate to ask), and some logistical information.

Task Six: Finalist Selection

Approximately a week after the County has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and to select finalists (ideally five with an alternate) to be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel if necessary.

CB&A will also contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

Phase IV: Coordinate the Interview Process and County Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the Commission observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the County at community functions), one-on-one interviews, and a Commission meeting.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident. Communities often also include a reception with the County's senior staff at this point.

Later, that evening, the Commission can host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. As noted, your next County Manager will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the Commission Members and the candidates get to know one another informally.

Day #2: The next morning, each candidate will interview individually with each Commission Member for approximately 40 minutes. These meetings provide you with an opportunity to assess how the candidates might interact with you on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Commission and its individual members. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Commission, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Commission can observe the candidates' presentational skills.

III. Scope of Work and Methodology (continued)

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and feel comfortable with the community.

Finally, if it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the County can use to provide additional input. They are available at a relatively small cost and are not included in our fee.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Manager.

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates, and the candidates have been thoroughly vetted, we expect prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new County Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to ensure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often provide insights and names of parties who have dealt a wide variety of issues, often with innovative solutions. We want to be responsive and to assist in any way we can.

The County's Obligations

The County will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The County will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

III. Scope of Work and Methodology (continued)

Proposed Project Schedule

The following is the schedule we would suggest and assumes CB&A is selected to complete the search by May 19th. It can be adjusted based on the availability of the Commission.

Phase I: Needs Assessment / Information Gathering

- | | |
|-------------------------|--|
| May 23 rd : | CB&A begins meeting with the Commission Members and other stakeholders to understand the job and its challenges. |
| June 3 rd : | CB&A submits the draft of the full recruitment profile to the County for its review. |
| June 10 th : | County provides comments on the recruitment profile. |

Phase II: Recruiting

- | | |
|-------------------------|--|
| June 13 th : | CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to approximately 14,000 local government professionals. |
| July 4 th : | Closing date for submission of applications. |
| July 9 th : | CB&A reports on the results of the recruitment. |

Phase III: Screening, Reference Checks and Credential Verification

- | | |
|---------------------------|--|
| August 12 th : | CB&A forwards its reports and materials to the County for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background, and Internet/newspaper archives/social media checks. |
| August 19 th : | County selects approximately five finalists and an alternate to interview. |

Phase IV: Interview Process Coordination and County Manager Selection

- | | |
|---------------------------|--|
| August 28 th : | County holds reception for the finalists. |
| August 29 th : | One-on-one and full Commission interviews and selection of County Manager. |

Phase V: Negotiation, Warranty & Continuing Assistance

- | | |
|-----------------|---|
| Post-Selection: | CB&A works with County representatives and the selected candidate on an employment agreement. |
|-----------------|---|

III. Scope of Work and Methodology (continued)

What Sets Colin Baenziger & Associates Apart

While all the recruiting firms follow fairly similar recruiting processes, there are some important nuances you should be aware of when comparing prices.

- We have refined our approach to the point where it is problem free.
- We will recruit the best candidates while some firms rely solely on advertising.
- The candidates we present are and will be outstanding. Examples include Bryan Hill and T.C. Broadnax. Mr. Hill was an Assistant County Manager at Beaufort County, SC, when we placed him with James City County, VA. He later was recruited to be the County Executive (equivalent to a County Manager) for Fairfax County, VA (population 1,200,000). Mr. Broadnax was an Assistant City Manager with San Antonio when we placed him as the City Manager of Tacoma, WA. After five years with Tacoma, he was recruited to be the City Manager of Dallas, TX (population 1,400,000).
- We are extremely customer focused. We will communicate regularly, and you will have the cell phone number of our project manager and the other members of our project team. We are always available should you need to reach us.
- We are also candidate-focused (as they are the other half of the equation). In fact, our candidates tell us we are the best in the industry when it comes to keeping them informed.
- Potential candidates also tell us we are the best in the industry at describing the opportunity and what characteristics the opportunity we are recruiting for.
- Our background checks are the most thorough in the industry and are completed ***prior to presenting*** any candidates for our client's consideration. That is important because you are guaranteed that you are interviewing only high performers with clean backgrounds, and once you make a selection, you will be able to immediately make an offer to the chosen candidate. Additionally, not only do many candidates tell us we are the most thorough firm in the industry in conducting background checks, some tell us we are the only firm they have worked with that conducts background checks. See Appendix F for a testimonial.
- Our candidate pools are diverse. Typically, 40% of our finalists are women and/or minorities. For example, the aforementioned Mr. Hill and Mr. Broadnax are both African Americans.
- We are always on time – we have never missed a major project milestone.
- We are always on budget. In the 26 years we have conducted executive searches, we have never asked a client for more than our initially bid firm fixed fee.
- We work extremely well with the press. Hence, if you would like, we can be the County's liaison for these searches. We are quite content not to do so, but it is a skill we have.
- The quality of our work is unmatched!

The bottom line is we will deliver only outstanding candidates for you to consider seriously to fill your position and the search will be problem free. The project will be completed on time and on budget. You are hiring us as your expert and, as such, we should be able to foresee all circumstances and plan accordingly. In other words, we do not believe in unforeseen circumstances. Our background checks are the best in the industry (for an example, please see Appendix C) as are our recruitment materials. Finally, we provide a turn-key product – that is, we will do the work and not be a burden to your staff.

III. Scope of Work and Methodology *(continued)*

Guarantee

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search (each element of Phases I-V), and the County follows our recommendations and selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the County.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you feel you have candidates who are an outstanding fit with your organization.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

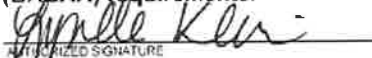
VI. Required Proposal Forms

SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRANK JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940			REQUEST FOR PROPOSALS
PROCUREMENT ANALYST: katherine.wall@brevardfl.gov	(321)637-5337	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX-EXEMPT #59-6000523
PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: VendorLink.com			
RELEASE DATE: April 25, 2025	PROPOSAL TITLE: Consultant to Perform Executive Recruiting	PROPOSAL NUMBER: RFP-3-25-19	PROPOSAL OPENING DATE AND TIME: May 9, 2025, 10:00 AM
PRE-PROPOSAL MEETING DATE, TIME, AND LOCATION: There will not be a pre-proposal meeting held with the solicitation		QUESTION DEADLINE DATE: May 2, 2025, 5:00 PM	RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼ CONSULTANT MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONSULTANT AND BUSINESS ADDRESS: Baenziger Krim & Associates DBA Colin Baenziger & Associates 5251 S. 575 W. Riverdale, UT 84405 TELEPHONE NUMBER/TOLL-FREE NUMBER: (801) 628-8364	FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 33-3364337 If returning as a "no proposal," state the reason:
--	--

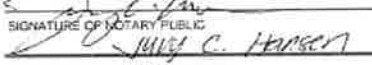
I certify that this Proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this Proposal for the Contractor. In submitting a Proposal to Brevard County (the "County"), the Contractor offers and agrees that if the Proposal is accepted, the Contractor will convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor. The Contractor has reviewed and agrees to all of the General Conditions, Terms, and Provisions attached hereto, acknowledges that all information provided in this RFP and any attachments hereto is true and correct, and further agrees to provide any required certification under F.S. 287.135(5) as amended, upon entering into a contract with the County. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including Build America, Buy America Act (BABAA) requirements.

 AUTHORIZED SIGNATURE	Lynelle Klein NAME (PRINTED)
Senior VP for Operations TITLE	05/06/2025 DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this 6 day of May, 2025.

Personally known: ☐ Or produced identification: ☒ Type of ID: CD DRIVER LICENSE


 SIGNATURE OF NOTARY PUBLIC

JUVY C. HANSEN
 NAME OF NOTARY PUBLIC (PRINTED)

My commission expires: MAY 05, 2027

(AFFIX SEAL OR STAMP)

JUVY C. HANSEN
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20154021350
 MY COMMISSION EXPIRES JUNE 05, 2027

BOND DATA

CONTRACTOR MUST PROVIDE:

Yes ☐	No ☒	BID BOND
Yes ☐	No ☒	PERFORMANCE BOND
Yes ☐	No ☒	PUBLIC CONSTRUCTION BOND

AMOUNT:

VI. Required Proposal Forms (continued)

**OFFICE OF HUMAN RESOURCES
CONSULTANT TO PERFORM EXECUTIVE RECRUITING
RFP-3-26-19
DISCLOSURE FORM**

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO

I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form has been completed. Please sign and date at the bottom.

OR

YES / NO

I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / NO

I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO

Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO

This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO

This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

VI. Required Proposal Forms (continued)

YES ☒ NO ☐ This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES ☒ NO ☐ This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern: _____

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name Colin Baenziger + Associates

Signature: Amyelle Klein Date: 5/16/25

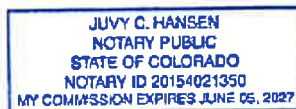
Title: Senior VP for Operations

STATE OF COLORADO

COUNTY OF MESA

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6 day of May, 2025, by (name of person making statement). LYNDLE KLEIN

[Notary Seal]



Juvy C. Hansen
Notary Public

JUVY C. HANSEN

Name typed, printed or stamped

My Commission Expires: JUNE 05, 2027

Personally Known OR ☒ Produced Identification
Type of Identification Produced CO DRIVER LICENSE

VI. Required Proposal Forms (continued)

**OFFICE OF HUMAN RESOURCES
CONSULTANT TO PERFORM EXECUTIVE RECRUITING
RFP-3-25-19**

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met.

STATE OF COLORADO

COUNTY OF MESA

BEFORE ME, the undersigned authority, personally appeared Lynelle Klein, who, being by me first duly sworn, made the following statement:

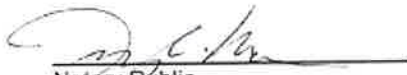
1. The Business address of Colin Baenziger & Associates (name of contractor) is
5251 South 575 West, Riverdale, UT 84405
2. My relationship to Colin Baenziger & Associates (name of contractor) is
Senior VP for Operations (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in Section 215.4725, F.S., and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

VI. Required Proposal Forms (continued)

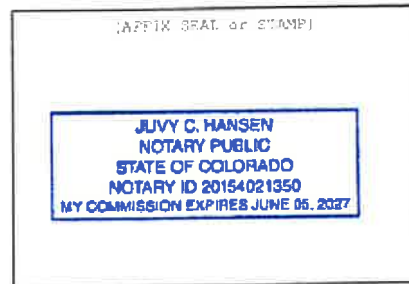
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Colin Baenziger & Associates (name of contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel.
6. Colin Baenziger & Associates (name of contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
7. Colin Baenziger & Associates (name of contractor) is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 6
day of May, 2025.


Notary Public

My commission expires: JUNE 05, 2027



VI. Required Proposal Forms *(continued)*

Authorization

Those authorized to bind the company are partners Colin Baenziger and Scott Krim, as well as Lynelle Klein, Senior Vice President for Operations.

Sincerely,

A handwritten signature in cursive script, reading "Col. Baenziger", is written over a horizontal line.

Colin Baenziger
Senior Partner

VI. Required Proposal Forms (continued)

**OFFICE OF HUMAN RESOURCES
CONSULTANT TO PERFORM EXECUTIVE RECRUITING
RFP-3-25-19**

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Colin Baenziger & Associates (Name of Entity) is not owned by the government of a "Foreign country of concern", as defined in section 287.138, Florida Statutes, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Lynelle Klein

Title: Senior VP for Operations

Signature: 

Date: 05/06/2025



Company ID Number: 257713



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Colin Baenziger & Associates (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 257713

Approved by:

Employer Colin Baenziger & Associates	
Name (Please Type or Print) Colin Baenziger	Title
Signature Electronically Signed	Date 09/27/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/27/2009



Company ID Number: 257713

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Colin Baenziger & Associates
Company Facility Address	2055 South Atlantic Avenue Suite 504 Daytona Beach Shores, FL 32118
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	324404451
North American Industry Classification Systems Code	923
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 257713



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



Company ID Number: 257713

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kathryn L Knutson
Phone Number 7152823595
Fax 7152823595
Email klknutson@cb-asso.com

Name Colin Baenziger
Phone Number 5617073537
Fax 7152823595
Email Colin@cb-asso.com



Company ID Number: 257713



This list represents the first 20 Program Administrators listed for this company.



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES FOR
BREVARD COUNTY, FL**

Volume II: Appendices

Colin Baenziger & Associates

Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL TO BE THE COUNTY'S EXECUTIVE RECRUITING FIRM

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Appendix A

***Searches by
Colin Baenziger & Associates' Staff***

Governmental Search Assignments

Current Searches

City Manager, Cape Canaveral, FL (population 10,040)
City Manager, Kodiak, AK (population 5,287)
City Manager, North Myrtle Beach, SC (population 20,767)
City Manager, Orange Park, FL (population 9,047)
City Manager, Titusville, FL (population 50,254)
City Manager, Venice, FL (population 29,852)
County Administrator, Warren County, VA (population 42,721)

City Auditor, Daytona Beach, FL (population 86,000)

Executive Director, Chatham Area Transit

Searches Completed in 2025

City Manager, Fort Walton Beach, FL (population 20,920)
City Manager, Fruitland Park, FL (population 8,615)
Town Manager, Juno Beach, FL (population 3,858)
City Manager, Longview, WA (population 37,722)
City Manager, Nome, AK (population 3,695)
City Manager, Seaside, CA (population 32,366)
City Manager, Wilmington, NC (population 125,895)

Governmental Search Assignments (continued)

Completed Searches Prior to 2024

Completed Searches – City/Town/Village Manager/Administrator

City Manager, Albany, GA (population 75,600) in 2011
City Manager, Ankeny, IA (population 45,600) in 2013
City Manager, Ashland, KY (population 21,000) in 2013
City Manager, Auburn, AL (population 58,582) in 2017
City Manager, Aventura, FL (population 37,724) in 2017 and 2018
Village Manager, Bal Harbour, FL (population 3,300) in 2013
City Manager, Bartow, FL (population 16,000) in 2007 in 2017 and 2022
Town Manager, Bay Harbor Islands, FL (population 5,628) in 2007, 2012 and 2020
City Manager, Belle Isle, FL (population 7,344) in 2023
City Manager, Bellevue, WA (population 122,400) in 2014
City Administrator, Bradenton, FL (population 60,888) in 2021
City Manager, Brighton, CO (population 41,254) in 2020
Town Manager, Buckeye, AZ (population 32,000) in 2006
City Manager, Burien, WA (population 55,188) in 2017
City Manager, Cape Canaveral, FL (population 10,200) in 2010
City Manager, Cape Coral, FL (population 194,570) in 2012 and 2020
City Manager, Carnation, WA (population 1,873) in 2017
City Manager, Casselberry, FL (population 25,000), in 2005
City Manager, Chamblee, GA (population 17,000) in 2011
City Manager, Clewiston, FL (population 7,270) in 2019
City Manager, Cocoa Beach, FL (population 11,200) in 2012, 2015 and 2016
City Administrator, Connell, WA (population 4,200) in 2014
City Manager, Cooper City, FL (population 32,000) in 2008 and 2023
City Manager, Coral Gables, FL (population 43,000) in 2009
City Manager, Cottonwood Heights, UT (population 34,000) in 2004
City Manager, Covington, VA (population 5,802) in 2016
City Manager, Crescent City, FL (population 1,542) in 2020
City Manager, Crystal River, FL (population 3,485) in 2024
Town Manager, Cutler Bay, FL (population 35,000) in 2006
City Manager, Dania Beach, FL (population 28,000) in 2009
City Manager, Danville, VA (population 43,000) in 2016
City Administrator, Davenport, IA (population 101,724) in 2024
City Manager, Deerfield Beach, FL (population 78,000) in 2019
City Manager, Delray Beach, FL (population 64,100) in 2014
City Manager, Deltona, FL (population 83,000) in 2006, 2008, and 2024
City Manager, Destin, FL (population 12,000) in 2003 and 2011
City Administrator, Dickinson, ND (population 22,300) in 2018
City Manager, Doral, FL (population 24,000), in 2004
City Manager, Doraville, GA (population 10,896) in 2013, 2017 and 2020
County Administrator, Dougherty County, GA (population 84,364) in 2024
Town Manager, Dundee, FL (population 3,000) in 2006 and 2009
City Administrator, Eagle Mountain City, UT (population 63,689) in 2024
City Manager, Ellensburg, WA (population 18,350) in 2014
City Manager, Elmira, NY (population 29,200) in 2014
Village Manager, Estero, FL (population 26,600) in 2015

Governmental Search Assignments (continued)

Completed Searches – City/Town/Village Manager/Administrator (continued)

City Manager, Fairborn, OH (population 33,200) in 2017
City Manager, Fayetteville, NC (population 208,000) in 2012
City Manager, Fernandina Beach, FL (population 11,000) in 2006, 2015, 2023 and 2024
City Manager, Fife, WA (population 8,700) in 2010
City Manager, Fircrest, WA (population 7,215) in 2023
City Manager, Flagler Beach, FL (population 5,458) in 2023
City Manager, Fort Myers, FL (population 68,190) in 2016
Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008
City Manager, Fort Pierce, FL (population 41,900) in 2012
City Manager, Fort Smith, AR (population 87,650) in 2016
City Manager, Fort Walton Beach FL (population 20,879) in 2023
City Manager, Fruitland Park, FL (population 4,100) in 2013
City Manager, Gainesville, FL (population 133,857) in 2016 and 2019
City Manager, Greensboro, NC (population 259,000) in 2009
City Manager, Groveland, FL (population 12,493) in 2018
City Manager, Hallandale Beach, FL (population 39,000) in 2010 and 2012
City Manager, Holly Hill, FL (population 13,000) in 2008 (partial search)
City Manager, Homestead, FL (population 62,000) in 2010
City Manager, Indianola, IA (population 15,108) in 2015
Village Manager, Islamorada, FL (population 7,500) in 1999, 2005, 2021 and 2022
City Manager, Jacksonville Beach, FL (population 23,387) in 2018
Town Manager, Juno Beach, FL (population 3,600) in 2005 and 2023
Village Manager, Key Biscayne, FL (population 11,000) in 2007 and 2011
City Manager, Key West, FL (population 24,600) in 2012
Town Manager, Lady Lake, FL (population 15,954) in 2021
City Administrator, Lake Forest Park, WA (population 13,059) in 2018
City Manager, Lake Helen, FL (population 2,871) in 2024
Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
City Manager, Lake Worth Beach, FL (population 38,010) in 2003, 2007 and 2021
Town Manager, Lantana, FL (population 9,600) in 2000 and 2021
City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
City Manager, Leesburg, FL (population 20,390) in 2013
City Manager, Madeira Beach, FL (population 12,300) in 2011
Town Manager, Mangonia Park, FL (population 1,400) in 2001
City Manager, Marathon, FL (population 11,500) in 2002 and 2004
City Manager, Marco Island, FL (population 15,000) in 2014
City Manager, Mascotte, FL (population 5,873) in 2021
City Manager, Medina, WA (population 3,000) in 2013
City Manager, Melbourne, FL (population 72,500) in 2012
City Manager, Miami Gardens, FL (population 101,000) in 2004
City Manager, Mill Creek, WA (population 18,828) in 2015 and 2022
City Manager, Miramar, FL (population 122,000) in 2013
City Manager, Monroe, NC (population 33,500) in 2013
City Manager, Montverde, FL (population 1,675) in 2020
Town Manager, Mooresville, NC (population 41,995) in 2019
City Manager, Mount Dora, FL (population 12,000) in 2005
City Manager, Mount Pleasant, MI (population 26,000) in 2014

Governmental Search Assignments (continued)

Completed Searches – City/Town/Village Manager/Administrator (continued)

City Manager, Mountlake Terrace, WA (population 20,700) in 2014 and 2016
City Manager, Naples, FL (population 21,800) in 2018
City Manager, New Smyrna Beach, FL (population 23,000) in 2009
City Manager, Normandy Park, WA (population 6,335) in 2013 and 2015
City Manager, North Miami, FL (population 62,000) in 2010 and 2014
Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005, 2007 and 2012
City Manager, North Port, FL (population 55,800) in 2011
Town Manager, North Topsail Beach, NC (population 734) in 2018
City Manager, Norwich, CT (population 40,500) in 2016
Town Manager, Oakland, FL (population 5,400) in 2023
City Manager, Oakland Park, FL (population 42,800) in 2014
City Manager, Ocala, FL (population 52,000) in 2008 and 2015
Town Manager/Finance Director, Ocean Ridge, FL (population 1,830) in 2023
City Manager, Opa-Locka, FL (population 2,180) in 2019
City Manager, Orange City, FL (population 10,000) in 2010 and 2016
City Manager, Orange Park, FL (population 9,100) in 2010
City Manager, Oviedo, FL (population 33,000) in 2008
City Manager, Palm Bay, FL (current population 101,000) in 2002 and 2015
City Manager, Palm Coast, FL (population 71,000) in 2006
Village Manager, Palmetto Bay, FL (population 24,000) in 2003
City Manager, Panama City Beach, FL (population 12,776) in 2012 and 2019
City Manager, Parkland, FL (population 30,177) in 2017
City Manager, Pascagoula, MS (population 21,330) in 2024
City Manager, Petersburg, VA (population 32,701) in 2017
Village Manager, Pinecrest, FL (population 19,300) in 2011
City Manager, Pompano Beach, FL (population 101,000) in 2007
City Manager, Port Orange, FL (population 67,494) in 2021
City Manager, Port Richey, FL (population 2,869) in 2020 and 2023
City Manager, Port St. Lucie, FL (population 174,100) in 2016
City Manager, Portland, ME (population 65,000) in 2011
City Manager, Prosser, WA (population 5,802) in 2016
Chief Administrative Officer, Renton, WA (population 100,953) in 2021
City Manager, Riviera Beach, FL (population 37,000) in 2009
City Manager, Roanoke, VA (population 98,465) in 2009 and 2017
City Manager, Sammamish, WA (population 64,548) in 2019
City Manager, Sanibel Island, FL (population 7,319) in 2021
City Manager, Sarasota, FL (population 55,000) in 2012
City Manager, Satellite Beach, FL (population 10,100) in 2013
City Manager, Savannah, GA (population 142,800) in 2016
City Manager, Scottsdale, AZ (population 217,400) in 2013
City Manager, Sebastian, FL (population 24,772) in 2018
City Manager, Seminole, FL (population 17,800) in 2015
City Manager, Sequim, WA (population 6,700) in 2015 and 2021
Town Manager, Sewall's Point, FL (population 2,000) in 2006
Township Manager, Spring Garden Township, PA (population 12,963) in 2018
Township Manager, Springettsbury Township, PA (population 26,700) in 2014 and 2016
City Manager, St. Pete Beach, FL (population 10,000) in 2014 and 2019

Governmental Search Assignments (continued)

Completed Searches – City/Town/Village Manager/Administrator (continued)

City Manager, Stuart, FL (population 17,000) in 2006 and 2017
City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
City Manager, Sunrise, FL (population 84,400) in 2012
City Manager, Sunnyside, WA (population 15,860) in 2013, 2018, and 2024
Town Manager, Surfside, FL (population 6,000) in 2014
City Manager, Tacoma, WA (population 200,000) in 2011 and 2017
City Administrator, Tavares, FL (population 11,000) in 2006
City Manager, Temple Terrace, FL (population 26,901) in 2022
City Manager, Thornton, CO (population 144,388) in 2024
City Manager, Titusville, FL (population 43,940) in 2014
City Manager, Treasure Island, FL (population 6,937) in 2017
City Manager, Vero Beach, FL (population 16,751) in 2019
City Manager, West Melbourne, FL (population 15,000) in 2009
City Manager, West Park, FL (population 12,000) in 2005 and 2010
City Manager, Weston, FL (population 70,015) in 2019
City Manager, Winchester, VA (population 28,108) in 2014 and 2020
City Manager, Winter Haven, FL (population 37,900) in 2017
City Manager, Yakima, WA (population 91,000) in 2011 and 2012

Completed Searches – County Administrator / Manager

County Manager, Alachua County, FL (population 251,400) in 2014
County Manager, Baker County, FL (population 27,000) in 2006
County Administrator, Bay County, FL (population 158,000) in 2005
County Manager, Brevard County, FL (population 536,000) in 2009
County Administrator, Broward County, FL (population 1,800,000) in 2006
County Administrator, Clackamas County, OR (population 383,900) in 2013
County Manager, Clay County, FL (population 212,230) in 2005, 2011 and 2019
Chief Administrator, El Paso County, TX (population 827,700) in 2014 and 2016
County Administrator, Emmet County, MI (population 32,900) in 2014
County Manager, Flagler County, FL (population 83,000) in 2007
County Manager, Fulton County, GA, (partial search) in 2015 (population 894,300) in 2015
County Administrator, Hernando County, FL (population 172,800) in 2012
County Administrator, Highlands County, FL (population 98,000) in 2008
County Administrator, Indian River County, FL (population 163,662) in 2023
County Administrator, James City County, VA (population 69,000) in 2014
County Manager, Lee County, FL (population 600,000) in 2009
County Administrator, Martin County, FL (population 140,000) in 2005
Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
County Administrator, Manatee County, FL (population 422,774) in 2023
County Administrator, Monroe County, FL (population 80,000) in 2004
County Administrator, Nassau County, FL (population 60,000) in 2004
County Administrator, Okaloosa County, FL (population 183,500) in 2013
County Administrator, Okeechobee County, FL (population 39,000) in 2008
County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
County Administrator, Polk County, IA (population 400,000) in 2007 and 2011

Governmental Search Assignments (continued)

Completed Searches – County Administrator / Manager (continued)

County Manager, Seminole County, FL (population 410,000) in 2006
County Administrator, St. Johns County, FL (population 162,000) in 2007
County Administrator, St. Lucie County, FL (population 284,000) in 2014 and 2023
County Manager, Union County, NC (population 198,600) in 2010
County Administrator, York County, VA (population 66,269) in 2015

Completed Searches – Other Municipal CEO

Executive Director, Bartow Municipal Airport Development Authority, Bartow, FL in 2017
Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 and 2022
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Executive Director, South Correctional Entity (SCORE), Des Moines, WA (population served 406,000) in 2018
General Manager, Sun 'n Lake Improvement District, FL (population served 9,000+) in 2023

Completed Searches – Community Association CEOs and Assistant CEOs

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001

Completed Searches – Assistant/Deputy Managers

Assistant City Manager / Operations, Corpus Christi, TX (population 308,000) in 2013
Assistant City Manager / Utilities, Corpus Christi, TX (population 308,000) in 2014
Deputy City Manager, Danville, VA (43,000) in 2016
Deputy City Administrator, Dickinson, ND (population 22,300) in 2016
Assistant County Manager, Douglas County, NV (population 49,628) in 2024
Deputy City Manager for Community Building, Durham, NC (population 220,000) in 2009
Assistant City Manager, Jacksonville, NC (population 72,800)
Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
Assistant City Manager, Lake Worth Beach, FL (population 37,000) in 2004

Governmental Search Assignments (continued)

Completed Searches – Assistant/Deputy Managers (continued)

Assistant County Administrator, Martin County, FL (population 140,000) in 2006
Deputy City Manager, Sammamish, WA (60,000) in 2016
Assistant City Manager, Tamarac, FL (population 55,500) in 2001
Assistant City Manager, West Palm Beach, FL (population 101,000) in 2004 and 2013

Completed Searches – City or County Attorneys

County Attorney, Clay County, FL (population 196,400) in 2016
Corporation Counsel, Davenport, IA (population 101,724) in 2024
City Attorney, Daytona Beach, FL (62,300) in 2016
City Attorney, Deltona, FL (population 98,528) in 2024
City Attorney, Fort Lauderdale, FL (population 178,752) in 2018
City Attorney, Fort Pierce, FL (population 41,590) in 2016 and 2018
County Attorney, Fulton County, GA (population 996,319) in 2015
City Attorney, Lawton, OK (population 94,653) in 2020
City Attorney, Moline, IL (population 42,452) in 2024
City Attorney firm, Naples, FL (population 22,367) in 2021
City Attorney, Ocala, FL (population 60,021) in 2022
Chief Labor Negotiator, Orlando, FL (population 270,934) in 2018
City Attorney, Port St. Lucie, FL (population 185,132) in 2016 and 2019
County Attorney, Prince William County, VA (population 438,580) in 2015
City Attorney, Roanoke, VA (population 96,000) in 2012
City Attorney, Sebastian, FL (population 25,703) in 2023
Fire District Attorney, St. Lucie County Fire District, FL (population 298,600) in 2017
City Attorney, Vero Beach, FL (population 16,751) in 2019
City Attorney, West Melbourne, FL (population 15,000) in 2008

Completed Searches – Community Development/Growth Management/Planning

Planning and Community Development Director, Bradenton, FL (population 60,888) in 2021
Growth Management Director, Collier County, FL (population 357,305) in 2015 and 2017
Community Development Director, Danville, VA (population 43,000) in 2016
Planning and Development Director, Fairfax County, VA (population 1,150,309) in 2022
Director, Building and Development, Loudoun County, VA (population 336,900) in 2014
Community Development Director, Miami, FL (population 408,000) in 2008
Director of Planning, Building and Development, Roanoke, VA (population 96,000) in 2012
General Manager, North Sarasota Redevelopment District, Sarasota, FL (population 53,000) in 2008
Growth Management Director, St. Lucie County, FL (population 261,000) in 2005
Community Development Director, Tamarac, FL (population 55,500) in 2007

Governmental Search Assignments (continued)

Completed Searches – Economic Development / Redevelopment

Growth Management Manager, Wellington, FL (population 55,000) in 2009
Executive Director, Camden County (GA) Joint Development Authority (pop. 51,400) in 2014
Economic Development Director, Collier County, FL (population 328,000) in 2012
Economic Development Director, Concord, NH (population 42,444) in 2017
Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009
Economic Development Director, Roanoke, VA (population 96,000) in 2012
Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009
Economic Development Director, Loudoun County, VA (population 326,000) in 2010
Economic Development Director, St. Johns County, FL (population 162,000) in 2011 and 2024

Completed Searches – Engineers

City Engineer, Gulfport, MS (population 90,000) in 2008
Director/Engineering/Public Works /Utilities, Hallandale Beach, FL (population 39,000) 2013
Deputy County Engineer, Martin County, FL (population 140,000) in 2006
Assistant City Engineer, Melbourne, FL (population 75,000) in 2008
City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006
Staff Engineer, Wellington, FL (population 55,000) in 2009

Completed Searches – Facilities Management

Director, Performing Arts & Convention Center, Federal Way, WA (population 92,700) in 2015
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Finance and Budget

Finance Director, Altus, OK (population 19,800) (background check) in 2012
Finance Director, College Park, MD (population 32,256) in 2016
Procurement Director, Collier County, FL (population 357,305) in 2016
Finance Director, Danville, VA (population 43,000) in 2014
Finance Director, Daytona Beach, FL (population 31,860) in 2012
Finance Director, DeLand, FL (population 28,230) in 2016
Finance Director, Escambia County (FL) Housing Authority (population served: 302,700), 2014
Chief Financial Officer, Estero, FL (population 36,939) in 2022
Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
Finance Director, Gainesville, FL (population 133,857) in 2020
Finance Director, Groveland, FL (population 12,493) in 2018
Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012
Manager, Office of Management & Budget, Lake Worth Beach, FL (population 37,000) in 2010
Finance Director, Lauderdale Lakes, FL (population 32,000) in 1998
Finance Director, Miami, FL (population 408,000) in 2013
Finance Director, Miramar, FL (population 130,300) in 2016
Treasurer, Miami, FL (population 408,000) in 2013
Finance Director, Oregon City, OR (population 31,860) in 2012

Governmental Search Assignments (continued)

Completed Searches – Finance and Budget (continued)

Finance Director, Petersburg, VA (population 32,701) in 2017
Finance Director, Roanoke, VA (population 99,000) in 2014
Director of Finance and Administration, Roanoke Regional Airport, Roanoke, VA, in 2014
Revenue Operations Director, Savannah, GA (population 142,800) in 2017
Budget Director, St. Petersburg, FL (population 248,000) in 2009
Finance Director, St. Petersburg, FL (population 248,000) in 2010
Finance Director, Sunny Isles Beach, FL (population 17,000) in 2010
Finance Director, Surfside, FL (population 5,700) in 2012
Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009
Finance Director, West Palm Beach, FL (population 101,000) in 2007
Chief Financial Officer, Winter Springs, FL (population 36,342) in 2022

Completed Searches – Fire/EMS/Dispatch

Fire Chief, Cape Coral, FL (population 154,300) in 2013
Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999
Executive Director, Salt Lake Valley Emergency Communications Center, UT (estimated population served 900,000) in 2024
Executive Director, South Sound 911 (serves a population of 808,000), Tacoma, WA, in 2013
Fire Chief, St. Lucie County Fire District, FL (population 298,600) in 2018
Fire Chief, West Palm Beach, FL (population 101,000) in 2005

Completed Searches – General Services / Administration

General Services Director, Loudoun County, VA (population 349,700) in 2015

Completed Searches – Health and Human Services

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

Completed Searches – Housing/Building

Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Official, Sewall's Point, FL (population 2,000) in 2006
Building Official, Tamarac, FL (population 55,000) in 2008

Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
Human Resources Director, Cape Coral, FL (population 154,300) in 2013
Director, Human Resources, Gainesville, FL (population 125,000) in 2014

Governmental Search Assignments (continued)

Completed Searches – Human Resources (continued)

Director of Personnel, Fulton County, GA (population 992,000) in 2010
Director, Human Resources, Hillsborough County, FL (population 1,292,000) in 2015
Human Resources Office, Loudoun County, VA (population 326,000) in 2011
Human Resources Administrator, Martin County, FL (population 140,000) in 2007
Personnel Director, North Miami, FL (population 56,000) in 2001
Human Resources Director, St. Johns County, FL (population 334,173) in 2024
Director, Human Resources, Sunrise, FL (population 88,800) in 2015
Director, Human Resources, Roanoke, VA (population 99,000) in 2014
Personnel Director, Vero Beach, FL (population 17,900) in 2003
Human Resources Director, West Palm Beach, FL (101,900) in 2013 and 2014

Completed Searches – Information Technology

Information Services Director, Cooper City, FL (population 33,382) in 2017
Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998
Information Services Director, Palm Beach County Tax Collector (population 1,300,000), Palm Beach County, FL in 2012 (partial search)
Chief Information Officer, Weston, FL (population 65,300) in 2015

Completed Searches – Parks/Recreation/Libraries

Parks and Recreation Director, Cape Coral, FL (population 179,804) in 2018
Parks and Recreation Director, Deerfield Beach, FL (population 78,041) in 2017 and 2019
Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,292,000) in 2015
Director, Parks and Recreation, Hobbs, NM (population 35,000) in 2014
District Manager, Holiday Park Recreation District, Palm Bay, FL (population 1,400) in 2007
Libraries and Information Services Director, Newport News, VA (population 183,000) in 2017
Library Services Director, St. Johns County, FL (population 162,000) in 2007
Parks and Recreation Director, West Palm Beach, FL (population 101,000) in 2006
Parks and Recreation Director, Weston, FL (population 70,015) in 2019

Completed Searches – Police

Police Chief, Farmington, NM (population 45,900) in 2014
Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)
Police Chief, Indian Creek Village, FL (population 89) in 2022
Police Chief, Lauderhill, FL (population 66,900) in 2011 (partial search)
Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)
Chief of Police, Mooresville, NC (population 35,300) in 2016
Police Chief, Petersburg, VA (population 32,701) in 2017
Director of Administration – Public Safety, Ocean Reef Community Association, Key Largo, FL in 2016
Police Chief, Sewall's Point, FL (population 2,000) in 2007
Police Chief, St. Augustine Beach, FL (population 6,200) in 2012
Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010
Police Chief, Winchester, VA (population 27,216) in 2017

Governmental Search Assignments (continued)

Completed Searches – Public Works

Public Works Director, Aventura, FL (population 37,200) in 2016
Public Works and Utilities Director, Bradenton, FL (population 56,730) in 2024
Public Works Director, Camden County, GA (population 53,044) in 2019
Solid Waste Director, Camden County, GA (population 53,044) in 2018
Public Works Director, Chandler, AZ (population 250,000) in 2007
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Public Works Administrator, Renton, WA (population 100,953) in 2020
Public Works Director, Sammamish, WA (60,000) in 2016
Director/Capital Projects Manager/City Engineer, Sunny Isles Beach, FL (pop. 17,000) in 2007
Assistant Public Works Director, Sumter County, FL (107,000) in 2015
Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008
Public Works Director, Tamarac, FL (population 55,500) in 2003
Solid Waste Director, Tampa, FL (population 335,700) in 2014
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Transportation

Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016 and 2022

Completed Searches – Utilities

Water Resources Director, Asheville, NC (population 87,200) in 2015
General Manager, Beaufort-Jasper & Sewer Authority, SC (population served 150,000) in 2023
Public Works and Utilities Director, Bradenton, FL (population 56,730) in 2024
Executive Director, Cape Fear Utility Authority, Wilmington, NC (population served 230,000) in 2021
Utility Director, Danville, VA (population 43,000) in 2015
Power & Light Division Director, Danville, VA (population 43,000) in 2015
Water and Gas Director, Danville, VA (population 43,000) in 2016
Utilities Manager, Deerfield Beach, FL (population 78,041) in 2017
Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population 691,900) in 2011 and 2013
Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012 and 2020
Executive Director, Emerald Coast Utilities Authority, Pensacola, FL (population served 300,000) in 2020
Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
General Manager, Island Water Association, Sanibel, FL in 2018
Utilities Director, Lake Worth, FL (population 37,000) in 2009

Governmental Search Assignments (continued)

Completed Searches – Utilities (continued)

Deputy Water & Sewer Director, Miami-Dade County, FL (population 2.706 million) in 2023
Waterworks Director, Newport News, VA (population 183,000) in 2017
Executive Director, Onslow Water & Sewer Authority, Jacksonville, NC, (pop. 160,000) in 2009
Utilities Director, Palm Bay, FL (population 101,000) in 2005
Utilities Director, Panama City, FL (population 38,286) in 2017
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Executive Director, Sewerage and Water Board of New Orleans, LA (population 369,000) in 2013
Customer Service Chief (a C Suite level position), Sewerage and Water Board of New Orleans, LA (population 369,000) in 2020
Director, South Martin Regional Utilities, FL (population 22,000) in 2013
Executive Director, Spartanburg Water, SC (population served 327,997) in 2022
Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
General Manager, Tampa Bay Water, FL (population served 2,400,000) in 2008 and 2021
Chief Operating Officer, Tampa Bay Water, FL (population served 2,400,000) in 2022

Completed Searches – Work Force Management

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

Completed Searches – Other

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
Clerk to the County Commission, Fulton County, GA (population 1.02 million) in 2018
Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009
Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998
City Clerk, Lauderdale Lakes, FL (population 32,000) in 1998
Assistant to the City Manager, North Myrtle Beach, SC (18,790) in 2023
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009

Appendix B

***Sample Brochure:
County Administrator
Indian River County, FL***



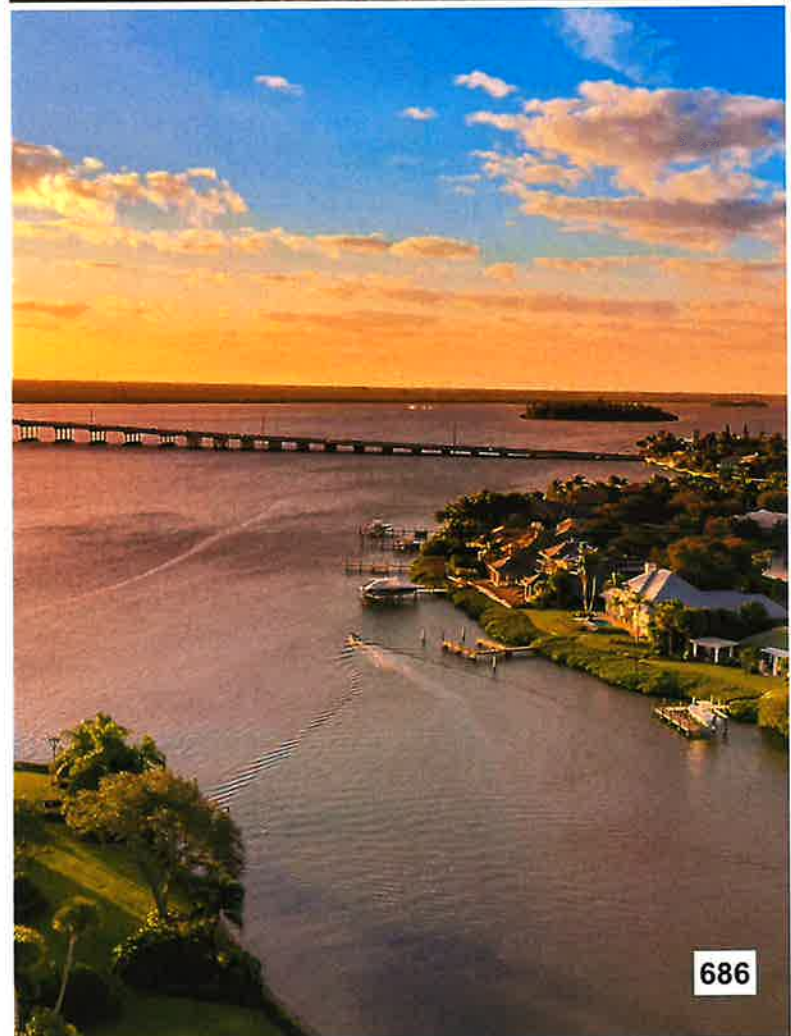
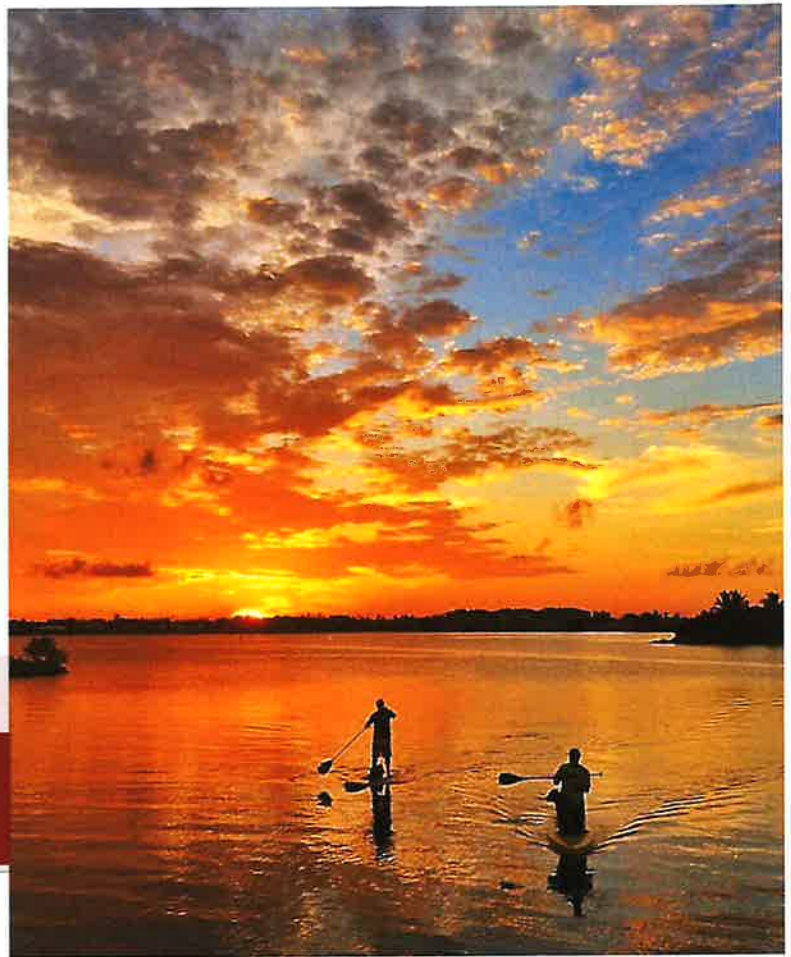
— POSITION AVAILABLE —

County Administrator
Apply by January 6, 2023

"Sunrises, not high-rises!" describes Indian River County (IRC) perfectly. The County boasts breathtaking views and an extraordinary quality of life. Current building codes prevent any building to exceed 50 feet, and no one has any desire to build anything taller. Instead of the hubbub of a major metropolitan area, the County, and the cities within it, pride themselves on maintaining a quiet, relaxed, family-friendly atmosphere. The result? IRC has an A grade on Niche.com.

Nature lovers will never need to leave the County. IRC sports over 100,000 acres of conservation land, including the nation's first wildlife refuge of Pelican Island. The area abounds with opportunities for hiking and wildlife viewing. You can see manatees at Round Island Park or watch baby sea turtles hatch at Sebastian Inlet State Park. Bird watchers can spot over thirty species on Pelican Island.

Indian River County's beaches are legendary. The County is frequently listed as a top beach location by various publications such as USA Today and Fodor's Travel. The



beaches in Vero Beach and Sebastian are known for being clean and uncrowded. One of the area's best beaches is Golden Sands Park. Beachgoers can relax in the sun or enjoy adventures like kayaking, paddleboarding, boating, surfing, and scuba diving.

Additionally, Indian River County is a major destination for fishermen. Sebastian Inlet is considered the premier saltwater fishing spot on Florida's east coast. The Indian River Lagoon and the St. Sebastian River offer bountiful fishing inland.

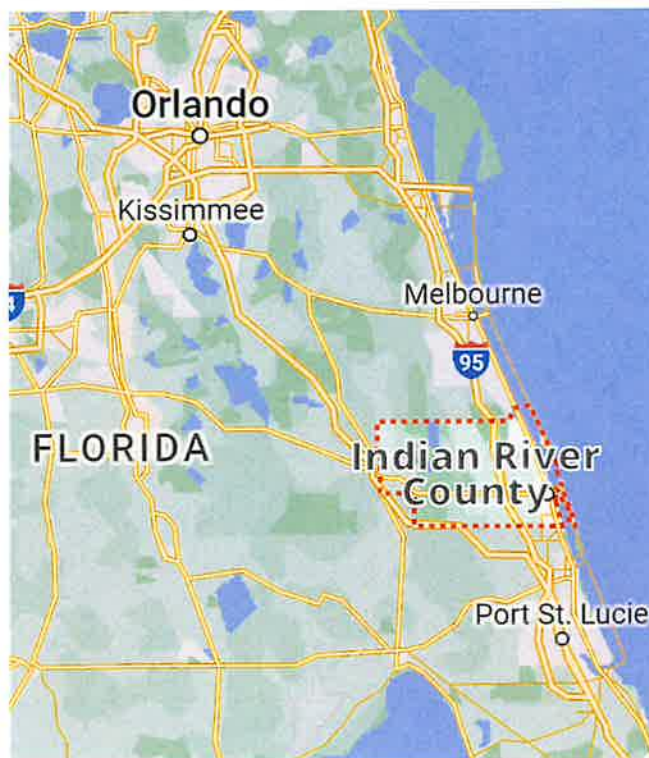
For the golfer, IRC offers 17 courses—so shine up your clubs and hit the course! One of the best is Sandridge Golf Club. As a public course, it is a must-play experience for the serious and casual golfer alike. It is rated four-and-a-half stars by Golf Digest and regularly earns a spot on the magazine's "Places to Play List."

Indian River County offers a cultural feast for patrons of the arts. The county seat, Vero Beach, has over a dozen art galleries to explore, and the Vero Beach Museum of Art presents world-class exhibitions and hands-on activities for families. Immerse yourself in music and dance at Ballet Vero Beach or Vero Beach Opera. Additionally, Vero Beach High School is a local favorite for musical presentations. Its student orchestra has toured Europe and played in London's New Year's Day parade. Riverside Theater offers a variety of performances from musical theater to stand-up comedy.

Shoppers will find no end of discoveries in Indian River County. For instance, Vero Beach's beachside shopping district is full of charming boutiques and shops. Vero Beach Outlets mall offers bargains on the latest styles. Sebastian's riverfront shops hum with activity into the evening. Antiquarians will not be able to resist spending a day at Vero Beach World Bazaar and Antique Mall or exploring the many antique shops throughout the County. For a more traditional experience, visit Indian River Mall along Route 60.

History buffs can lose themselves in the area's historical treasures. Many enjoy discovering how the Treasure Coast got its name at Sebastian's McLarty Treasure Museum or learning why Indian

Figure 1: Location of Indian River County



River citrus is world-famous at the Vero Beach Citrus Museum. In Historic Fellsmere, you can visit Indian River County's first library and public school. Sports fans and history lovers alike can agree upon a trip to the Jackie Robinson Training Complex, formerly known as Dodgertown. This facility was the spring training home of the Brooklyn and Los Angeles Dodgers between 1948 and 2008.

Indian River County hosts a variety of local festivals and events. Every winter, the Sebastian Riverfront Fine Arts and Music Festival provides live music and gives local artists the chance to showcase their work. In summer, residents look forward to the Vero Beach Film Festival, which celebrates independent filmmakers from around the globe. Families enjoy annual events at Countryside Citrus Farms, including a corn maze in the fall and a strawberry picking event in winter.

Life in Indian River County is an idyllic experience. Residents are hardworking but are relaxed, well-educated, open-minded, and friendly. The County is known for its family-friendly atmosphere



and pleasant neighborhoods. Families feel safe here, as crime rates are significantly lower than the national average.

You are sure to find a house you can call home in Indian River County. The median home sales price in October 2022 was \$345,000. Depending on the area, an 1,800-square-foot single-family home with three bedrooms and two bathrooms can be purchased for as little as \$379,000. Though home prices have increased in the last year, the market has recently shifted to favor buyers. The most popular type of housing is the single-family detached home. Condominiums, townhouses, and multi-family homes are also available throughout the County. Most residents own their homes.

The County runs a multitude of recreation programs for residents of all ages and interests. Adults play pickleball, basketball, kickball, and softball. There are even classes teaching Mah Jongg. Ample programs exist for children and youth.

Indian River County has more than 20 highly rated public, private, and charter schools with an average student-teacher ratio of 20-1. Indian River County School District has a graduation rate of 88%. The District also offers an International Baccalaureate Program and a school for exceptional students.

Higher education opportunities are found at Indian River State College at its Sebastian and Mueller Campuses. Neighboring St. Lucie County is home to Florida Atlantic University's Treasure Coast Campus and Keiser University's Port St. Lucie Campus. Nearby specialty schools include the Florida Institute of Technology and the Aviator

College of Aeronautical Science and Technology. A little farther away, the University of Central Florida in Orlando was ranked as the 20th in the 2022 “Most Innovative Universities in the Nation” by U.S. News & World Report.

For a change of scenery, take a trip to the nearby city of Orlando, less than two hours by car from Indian River County. Known as the Theme Park Capital of the World, its largest parks are Disney World (the Magic Kingdom, Hollywood Studios, Animal Kingdom, Epcot Center, and two water parks), Universal Studios (along with its Islands of Adventure and Volcano Bay Water Park), and SeaWorld. Or you can visit Legoland in Winter Haven. The Kennedy Space Center is about 90 minutes north, and the Central Florida Zoo and Botanical Gardens in Sanford are about two hours away. Sports fans can watch the Orlando Magic shoot hoops or cheer for Orlando City SC, a Major League Soccer team. A two-and-a-half-hour drive brings you to Miami, known for its beaches, world-renowned hotels, restaurants, and nightlife. Here, you can visit Biscayne National Park and Everglades National Park. Miami also hosts several professional sports teams, so spend an evening watching the Miami Heat, the Miami Dolphins, or the Miami Marlins.

Indian River County offers many convenient options for traveling inside and outside its borders. The County’s public transit system, GoLine, provides bus service with 14 routes throughout the County. Vero Beach Regional Airport and Melbourne International Airport offer limited commercial jet service. For more destination options, both Orlando International Airport and Palm Beach International Airport are just a 90-minute drive from Vero Beach. Both have numerous carriers flying to destinations worldwide. For those who prefer to avoid air travel, Brightline trains take travelers from Orlando to Miami. Just 90 minutes north of Vero Beach, Port Canaveral is the world’s second busiest (by passenger volume) cruise port, hosting five cruise lines.

With all of Indian River County’s charms, how could anyone resist? The opportunity to make Indian River County your home is too good to miss. So please submit your resume today!

HISTORY

As far back as 2000 B.C., Native Americans known as the Ais inhabited the region now known as Indian River County. The Ais thrived in the area, fishing, hunting, and gathering along the coast. Sadly, disease, slavery, and warfare had completely destroyed the Ais population by 1760.

European settlement of the area began in the mid-1840s. By 1900, many new communities dotted the land. In 1893, a new railroad accelerated land development and opened new markets for fishermen and farmers. In 1905, the state created drainage districts to convert wetlands into fertile farmland.

In 1912, the Indian River Farms Company commenced an extensive land reclamation project. As part of the effort, the company planned and established the town of Vero. In 1919, Vero was incorporated as a city in then St. Lucie County. By the mid-1920s, however, area residents had become dissatisfied with St. Lucie County’s governance. Florida legislature created Indian River County in 1925—removing Vero and the surrounding area from St. Lucie County.

During the Florida Boom and Bust era in the 1920s, the County’s economy experienced significant growth and retraction. The Great Depression, two severe hurricanes, and World War II also took their toll. However, the post-war era was a time of great prosperity. Soldiers who had trained at the naval base in Vero Beach during the war chose to return and raise their families. The tourism industry blossomed, and the housing market flourished. In 1948, the Brooklyn Dodgers selected Vero Beach as their spring training location.

As air conditioning became widely available, the area (and Florida generally) became viewed as a desirable place to live. The County welcomed Piper Aircraft in 1957, which created over 2,000 new jobs for residents. Indian River County’s history has made it what it is today—one of the best places to live in Florida.

Table I: Indian River County Demographics

Distribution by Race		Distribution by Age	
White	76.7%	0 to 14	13.0%
Black	8.4%	15 to 24	13.0%
Asian	1.5%	25 to 44	9.2%
Native American	0.3%	45 to 64	16.8%
Two or More Races	13.1%	65 to 84	26.5%
Total	100%	Over 85	28.7%
Hispanic Ethnicity	13.0%	Estimated Population: 159,788	

Educational Achievement (Over Age 25)	
High School or Higher	90.1%
Bachelor's Degree or Higher	30.6%

Other Statistics	
Median Age—Indian River County	54.0
Median Age—U.S.	38.2
Median Household Income—Indian River County	\$57,945
Median Household Income—US	\$64,994
Poverty Rate	10.3%

Source: U.S. Census Bureau

DEMOGRAPHICS

Indian River County has experienced rapid population growth. For instance, the County went from a population of about 138,000 in 2010 to almost 160,000 in 2020, a 15.8% population increase. Indeed, Indian River County is not a popular choice for just families but also for retirees. In 2020, 33% of its residents were 65 years old or greater, compared to 20.5% in all of Florida. See Table I for more information about the County's demographics.

CLIMATE

Indian River County has a subtropical climate. Summers are hot and very humid, with an average high temperature of 90° F in July.

Winters are mild, with temperatures seldom dipping below 50° F and humidity decreasing to a more comfortable level. Snow is extremely rare. Indian River County gets an average rainfall of 54.4 inches per year, slightly more than most places in Florida.

Like the rest of the southeast United States, Indian River County is at risk of hurricanes. That said, severe hurricanes are rare here. For example, Hurricane Nicole (a Category 1) made landfall in IRC but caused very little damage except for beach erosion. Furthermore, advances in weather prediction technology, emergency preparedness, and communications have dramatically increased the comfort level of residents.

GEOGRAPHY

Indian River County is located on Florida's Atlantic coast. It is about 200 miles south of Jacksonville, 160 miles north of Miami, and 100 miles southeast of Orlando. It sits south of Brevard County, north of St. Lucie County, and east of Osceola and Okeechobee Counties.

Indian River County covers a total area of 617 square miles, of which 503 square miles is land and 114 square miles is water. It boasts 100 miles of waterfront land, including 23 miles of Atlantic beaches. Its average elevation is approximately 26 feet, with some areas being slightly below sea level.

The County's five cities are Sebastian (population 27,700), Vero Beach (16,700), Fellsmere (4,900), Indian River Shores (4,400) and Orchid (522).

COMMERCE

Historically, agriculture and tourism created the foundation of Indian River County's economy. Today, the County has a broader range of industries, including healthcare, information technology, light manufacturing, wholesale, retail, and service. Piper Aircraft is one of the best known among the County's employers. See Table II on page 6 for the County's principal employers.

Table II: Principal Employers, Indian River County, FL

Employer	Industry	Employees
Indian River County School Board	Education	2,457
Cleveland Clinic Indian River Hospital	Healthcare	1,920
Indian River County	Government	1,551
Publix Super Markets	Retail	1,324
Piper Aircraft, Inc.	Manufacturing	886
Sebastian River Medical Center	Healthcare	581
John's Island	Residential/Resort	571
Indian River Estates	Retire/Life Care	434
Visiting Nurse Association	Healthcare	376
The Home Depot	Retail	352

Source: Indian River County, FL 2021 CAFR

IRC's economy has recovered well from the effects of the COVID-19 pandemic. Property tax values and construction activity both increased significantly in 2021. The unemployment rate decreased by 22% in 2021 over 2020. The citrus industry, however, still suffers from decreased production.

THE GOVERNMENT

Indian River County operates under a five-member Board of Commissioners (BCC). Each Commissioner represents one of the five districts within the County. Although elected countywide Commissioners must reside in the district they represent. They serve staggered four-year terms with elections in November of even numbered years. They are not term-limited. In fact, the longest serving Commissioner is in his fifth term. One Commissioner was elected in 2016, two in 2020 and the fourth was elected this past November (although he previously served three terms as County Sheriff). For the most part, the Commissioners are long-term residents and get along very well. They are respectful of each other and think highly of County staff.

The BCC appoints the County Administrator and County Attorney. The County has five other elected officials: the County

Sheriff, the Clerk of the Court, the Property Appraiser, the Supervisor of Elections, and the Tax Collector.

Indian River County provides residents with many services, including construction and maintenance of transportation infrastructure, parks and recreation facilities and programs, libraries, and a landfill. It operates 15 fire stations that serve residents in unincorporated areas and all its municipalities (except Indian River Shores). The County's water and sewer utility serves the City of Sebastian and residents in unincorporated areas. The Sheriff oversees law enforcement services and jail operations. IRC operates the

landfill, providing garbage and recycling services through third-party contractors. To fund its operations, IRC has a general fund expenditure budget of \$118,399,287 with a total budget of \$451,964,531.

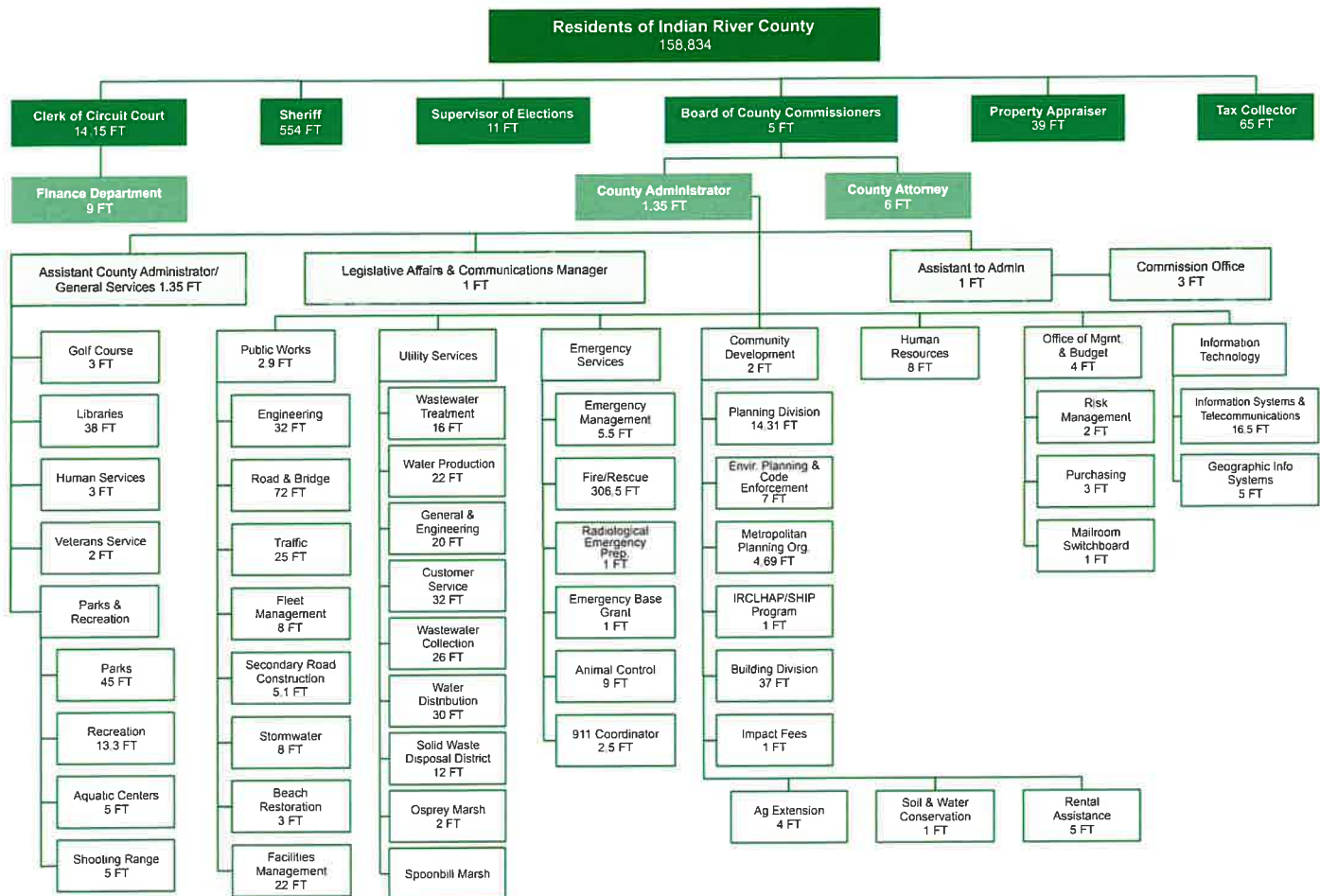
Indian River County has two unions, the Teamsters and the International Associations of Firefighters. The Teamsters represents blue collar workers, including 261 county employees. The International Associations of Firefighters represents fire personnel through the rank of Captain, including 269 county employees. Overall, the County has 1,600 employees, 900 of which are within the span of control of the County Administrator and ten are direct reports. See the organizational chart below.

THE CHALLENGES AND OPPORTUNITIES

The County is in really good shape financially, and it has one of the lowest millage rates in the state of Florida. That said, there are some challenges and opportunities to keep the next Administrator busy.

IRC is on the cusp of change. The next Administrator will need to work with the Commission in envisioning a positive path forward and then leading the organization in this direction. Being

Indian River County Board of County Commissioners Departmental Organization



a visionary, while also considering the long-term effects of decisions and thinking outside the box, will be crucial.

The County receives an average of 120 building permit applications every day. The elected officials support growth, but they want smart and quality growth. With growth comes a higher demand on infrastructure, which also must be considered. Bringing data on infrastructure and traffic into the conversation when considering projects will be advantageous. Someone who can guide positive growth for the community would be a valuable asset.

Resources are important, and water is becoming scarce. As such, the next Administrator must be able to predict future needs. He/she will then expertly and creatively ensure that the County has the resources it needs both now and in the future.

Additionally, the expectations of residents have changed. Although the County has adjusted its processes and policies to better meet their needs, more work needs to be done. Managing these expectations with available resources will be both a challenge and an opportunity. Also, state requirements change on a regular basis, and the County must adjust its processes to comply with new mandates.

The two former Administrators worked for IRC for a combined 58 years. While the organization functions very well and has very little turnover, it may benefit from a fresh set of eyes. Operations should be reviewed for efficiency and effectiveness, as well as ensuring that departments are appropriately staffed. On a related note, attrition has recently been and will continue to be a factor. Hiring talented staff who fit into organization culture will be

important. Additionally, a salary study could be helpful in ensuring that the County's compensation levels are appropriate.

While the County and the cities within the County have good relationships, they can always be improved. The next Administrator also should plan on creating and strengthening relationships with community partners.

THE IDEAL CANDIDATE

Indian River County is seeking a strong leader to partner with the Commission to take the County into the future. The individual will be an advisor and also recognize he/she works for the Commission. Commissioners expect the individual to keep them fully informed and fully meet their information needs, without them having to ask. The individual will find solutions to problems and encourage others to do so. "It cannot be done" is not an acceptable initial answer. If the first or suggested approach does not work, the Administrator will strive diligently to find innovative methods to get the County to its desired place.

The County is seeking an outstanding, professional Administrator who is inclusive, intelligent, upbeat, relentlessly positive, progressive, approachable, open, honest, transparent, and highly ethical. He/she will understand politics without becoming involved in them, properly navigating issues to get the job done.

The ideal candidate will think strategically, be a consensus builder, and have excellent people skills. Building effective working relationships with individuals and bureaucracies, as well as the private sector and the public, will be vital. The individual must be equally comfortable speaking to elected officials as to the "man on the street". He/she will be customer service oriented and set the tone. After all, leadership starts at the top.

The County's staff is strong and capable. Its directors are, by and large, experts in their fields. The County Administrator will not need to micromanage. Instead, he/she will provide general direction to achieve the Board's vision. He/she will also mentor and encourage initiative and creativity. In other words, the

individual will not just let department directors do their jobs but will challenge them to do so. At the same time, the ideal candidate will expect communication and will hold the staff accountable for results in meeting targets and goals.

The County Administrator will be progressive, achievement oriented, analytical, and solution-driven. The individual will constantly and diplomatically challenge accepted practices to determine if there is a better way. Strong organizational skills will be necessary and being technologically astute is a strong plus.

The ideal candidate will see past the horizon by anticipating upcoming issues and the consequences of possible alternatives. He/she will be decisive and work with a sense of urgency. The three most important qualities in the next Administrator will be Commitment, Completion, and Direction (leadership).

The position requires a bachelor's degree with an emphasis in Public or Business Administration or a related field. A Master's degree is preferred.

Candidates should have at least seven years of senior level management experience in public or business administration as a City/County Administrator or Assistant City/County Administrator with agencies of similar size and complexity. Expertise in growth management, infrastructure, transportation, and finance are required. Experience with emergency management coordination and strategic planning are pluses.

The ideal candidate will need to bring enthusiasm and passion to the job. The County also has a strong desire to find someone who will commit for the long-term. For the right person, this job will be very satisfying and very rewarding. The County has tremendous potential and needs the right appointed leadership to help take it forward.

COMPENSATION

The salary range is \$190,000–\$220,000. Benefits are very good. The County Administrator will be part of the Florida Retirement System in the senior management class.



RESIDENCY

Residency within the County is required.

HOW TO APPLY

E-mail your cover letter and resume to Recruit24@cb-asso.com by January 6th. Faxed and mailed resumes will not be considered. Questions should be directed to Colin Baenziger at (561) 707-3537 or Lynelle Klein at (970) 433-7189.

CURRENT ADMINISTRATOR

The current Administrator is resigning effective December 31st to begin a new job. He had been the Administrator since 2016 and with the County for 25 years. His predecessor retired after more than 30 years of service to the County, and twelve as County Administrator.

INTERNAL CANDIDATES

There may be internal candidates. That said, the Commission is committed to a level playing field, and everyone will be evaluated on their own merits.

CONFIDENTIALITY

Under Florida law, all applications are a public record once submitted. As a practical matter, the media generally does not show interest until after the close of the recruitment period and often even later in the process.

THE PROCESS

Applications will be screened between January 6th and February 6th. Finalists will be selected

on February 13th. A reception and interviews will be held on March 2nd and 3rd. A selection will be made shortly thereafter.

OTHER IMPORTANT INFORMATION

Indian River County is an Equal Opportunity Employer and strongly encourages women, minorities, and veterans to apply.

ADDITIONAL INFORMATION

For additional information about the County, visit:

www.ircgov.com

visitindianrivercounty.com

www.indianriverchamber.com

www.allthingstreasurecoast.com



Appendix C

Sample Candidate Report

[Note: The following materials are provided with the permission of the candidate.]

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Cover Letter and Resume

Karen Manila
6909 Herman Jared Dr.
North Richland Hills, TX 76182
(817) 999-0967
krmanilatx@gmail.com

May 6, 2024

To Whom It May Concern,

My name is Karen Manila and I am writing this cover letter to express my interest in the City Manager position with the City of Fruitland Park, FL. While I currently live in Texas, my husband and I will soon be relocating to Florida which provides me the opportunity to seek employment in an area that I am well suited for. With more than 30 years of experience in local government, I have the skillset needed to be a successful City Manager.

My most recent position was as Assistant City Manager for the City of North Richland Hills, Texas (population ~72,000). I served the City of North Richland Hills for 25 years, starting as the City's Budget Director before promoting into the City Manager's Office first as Managing Director then to Assistant City Manager. During my 21 years in the City Manager's Office, I had responsibility for multiple departments including Finance, Budget & Research, Information Technology, Human Resources and Municipal Court. Additionally, for a period of time I oversaw the Parks Department and Neighborhood Services which includes Consumer Health, Code Enforcement and the Animal Shelter. I also have extensive experience in budgeting having worked as a budget analyst for the City of Garland for 5 ½ years, Budget Director for the City of North Richland Hills, and oversight of the Budget Department for the last 21 years. Additionally, in my role as Assistant City Manager, I was the City's liaison with franchised utilities (electricity, natural gas, communications), a member of the City of Fort Worth wholesale water customers committee, served on the board of directors for the Texas Coalition for Affordable Power, oversaw the city's trash and recycling contract, and performed legislative analysis/tracking every 2 years when the Texas Legislature was in session.

Thank you for taking the time to review my resume. As you'll see, my experience in local government translates well to what the City of Fruitland Park is seeking in a City Manager. I look forward to learning more about this exciting opportunity and hope to speak with you in more detail soon.

Sincerely,

Karen Manila

Karen R. Manila

6909 Herman Jared Dr., North Richland Hills, TX 76182 | 817.999.0967 | krmanilatx@gmail.com

A proven leader with over thirty years of experience leading teams to achieve city council and organizational goals. Proven track record in strategic planning, team development and operational analysis. Adept at fostering a customer oriented culture of collaboration and innovation.

EXPERIENCE

2008 – 2024

ASSISTANT CITY MANAGER, CITY OF NORTH RICHLAND HILLS, TX

- Oversight of Finance, Budget, Information Technology, Human Resources, Municipal Court
- Previously oversaw Facilities, Fleet, Parks, Neighborhood Services
- Liaison with franchised utilities including Oncor, Atmos Energy, AT&T, Spectrum
- Liaison with external organizations concerning utility issues and wholesale water
- Oversight of solid waste and recycling contract
- Developed Federal and state legislative programs, tracked bills, reported to elected officials on legislation, drafted correspondence for Mayor to state and Federal officials concerning legislative impact to City
- Oversaw development of City operating and capital improvement program budgets
- Assist with revenue and expenditure projections
- Perform financial analysis of department supplemental budget requests
- Developed policy on use of natural gas drilling revenues within city limits
- Project manager for Enterprise Resource Planning replacement
- Served on board of directors for Texas Coalition for Affordable Power
- Assisted residents with complaints/concerns
- Processed invoices, p-card transactions and payroll in absence of admin assistant
- Special projects, research, other duties as assigned

2002 – 2008

MANAGING DIRECTOR, CITY OF NORTH RICHLAND HILLS, TX

- Oversight of Finance, Budget, Information Technology, Human Resources
- Oversaw development of City operating and capital improvement program budgets
- Assisted residents with complaints/concerns
- Special projects, research, other duties as assigned

1999 – 2002

DIRECTOR OF BUDGET & RESEARCH, CITY OF NORTH RICHLAND HILLS, TX

- Coordinated with departments in development of citywide operating and capital improvement program budgets
- Performed revenue forecasts, salary and benefit projections, and tracked actual expenditures to budget projections
- Reported actuals to budget to City Manager and City Council

- Trained new employees on budget process and budget software system
- Performed internal audits as needed

1994 – 1999

FINANCIAL ANALYST/SENIOR FINANCIAL ANALYST, CITY OF GARLAND, TX

- Responsible for oversight of 8 funds and 23 departments with annual budgets exceeding \$221 million
- Administration of the City's vehicle replacement program
- Development and administration of G&A and support service allocation methodologies
- Implementation and administration of an automated budget preparation system
- Development and coordination of the annual budget instruction manual and budget training
- Participate in budget preparation meetings with City Council, City Manager, Assistant City Managers, and department heads

1992 – 1994

FINANCE DIRECTOR, CITY OF KAUFMAN, TX

- Management of office staff
- Preparation of annual budget document, assisted in its implementation and verified that departments were adhering to budget constraints
- Maintained general ledger in accordance with GAAP
- Management of accounts payable and payroll functions
- Responsible for cash management

1989 – 1992

ACCOUNTANT, MURSKI, HICKS & CO., DALLAS, TX

- Assistance with in-house and field audits
- Preparation of corporate, partnership, individual and fiduciary tax returns
- Preparation of quarterly compilations needed to meet loan covenants
- Weekly field work for clients including accounts payable, general ledger accounting and payroll activities
- Preparation of quarterly and annual payroll reports for various clients
- Miscellaneous managerial accounting duties for clients

EDUCATION

MAY 1998

MASTER OF PUBLIC ADMINISTRATION, UNIVERSITY OF NORTH TEXAS

MAY 1988

BACHELOR OF BUSINESS ADMINISTRATION, UNIVERSITY OF TEXAS AT SAN ANTONIO

30 HOURS ACCOUNTING

Candidate Introduction

KAREN R. MANILA

EDUCATION

Master of Public Administration, University of North Texas
Bachelor of Business Administration, University of Texas at San Antonio

EXPERIENCE

Assistant City Manager, City of North Richland Hills, TX	2008-2024
Managing Director, City of North Richland Hills, TX	2002-2008
Budget Director, City of North Richland Hills, TX	1999-2002
Senior Financial/Budget Analyst, City of Garland TX	1996-1999
Financial/Budget Analyst, City of Garland, TX	1994-1996
Finance Director, City of Kaufman, TX	1992-1994
Accountant, Murski, Hicks & Co., Dallas, TX	1989-1992

BACKGROUND

North Richland Hills, located in North Texas within the Dallas Fort Worth (DFW) Metroplex, is a suburb of Fort Worth and the 4th largest city in Tarrant County with a population of approximately 72,000 residents. The City of North Richland Hills serves its residents and business community with 590 full-time and 117 full-time equivalent (FTE) part-time/seasonal positions.

The total operating budget for the City of North Richland Hills for fiscal year (FY) 2024 is \$151,505,763. The two largest funds of the City are the General Fund at \$60 million the Utility Fund at \$42.8 million. While the departments I managed changed from time to time, the most recent departments reporting to me were Human Resources, Budget, Finance, Municipal Court and Information Technology. The total adopted budget for these departments for FY 2024 is \$25,726,037. I directly supervised 5 Department Directors, whose departments were made up of 60 employees. In the past I have managed more than 200 employees in the departments that reported to me. This figure includes part time/seasonal workers at the City's water park.

The three most pressing issues facing the City of North Richland Hills are:

- **Street maintenance/repairs** – Street repairs have topped the list of needed improvements year after year in the biannual citizen survey. While the City budgets \$1.2 million per year for preventive street maintenance, this amount does not keep up with the declining roadway conditions. City Council appointed a Capital Program Advisory Committee in 2019 to review and prioritize the city's infrastructure needs. The committee identified \$200 million in needed street repairs but recommended a bond election be held for \$49.8 million, the amount the city could afford without increasing the property tax rate. In 2020 voters approved \$49.8 in general obligation bonds. This was the first bond election since

KAREN R. MANILA

2003 that included funding for street reconstruction. It is anticipated another bond election for street reconstruction will be conducted in 2025.

- **Traffic congestion** –The city has three arterial streets that run north/south carrying large volumes of traffic from cities to the north that want to access NE Loop 820, a highway that bisects the city. Residents of North Richland Hills have repeatedly expressed frustration about the volume and flow of traffic. While the city cannot do anything to change the volume of traffic, it continuously works toward better coordination of traffic signals to improve the traffic flow. Additionally, one of the city's two commuter rail stations is located adjacent to one of the arterial streets requiring traffic to stop for an extended period when a train is at the station. The city continues to work with the transit authority toward a resolution on the traffic arm timing.
- **Population density** – The City of North Richland Hills is approximately 90% built out. While there are still a few traditional single family residential developments underway, most of the development in recent years has been higher density single family homes such as townhomes and zero lot line houses, as well as apartments. While these higher density developments have been planned for several years, residents are just now taking note of them. Residents are concerned with the additional traffic high density developments bring, the increased population's impact on the services the city provides and the impact to the school system.

GENERAL MANAGEMENT STYLE AND EXPERIENCE

When I read the brochure for the Fruitland Park City Manager position it piqued my interest because I could see where my experience aligns well with what the city is seeking in its next City Manager. First and foremost, I am a seasoned professional manager with the work experience and education to lead the organization. I have worked for two outstanding City Managers in North Richland Hills that have modeled the importance of maintaining positive working relationships with elected officials and the critical nature of gaining and maintaining their trust. They also emphasized the importance of open communication with elected officials, even when communicating information those officials don't want to hear. I recognize the challenges Fruitland Park faces with the population growth and how important it is to find a balance between the small town feel of the city while also meeting the needs of the new residents. We have experienced that to a certain degree in North Richland Hills. From what I have read Fruitland Park is financially sound and my strong financial background will help keep the city sound for years to come. I have extensive experience working with outside entities through my role as liaison with the city's franchised utility providers for electricity, natural gas, and communications as well as management over the city's solid waste and recycling contract. Providing good customer service, both externally and internally, has been part of the core values I have worked under during my entire career. My extensive and varied work experience, especially with the City of North Richland Hills, has provided me the tools needed to lead Fruitland Park.

KAREN R. MANILA

During my time with North Richland Hills, I have worked beside some of the best department directors in the industry. As mentioned earlier, five department directors reported to me. Some of them were first time directors when I hired them and some I hired with many years of experience. I manage based on what each person needs from me. For the first time director, I am more structured and hands on in their day-to-day activities until they are comfortable with me backing away. With my more seasoned employees I provide them the support and tools they need to do their jobs, but I do not get overly involved in their day-to-day operations unless they need it. My employees feel comfortable coming to me to discuss issues and concerns and see me as a mentor and a coach. They know my door is always open and they are free to drop in at any time. I also drop in on them just to touch base and catch up on what's going on. I make a point of getting to know them not just as an employee, but on a personal level as well. Along those same lines, I make a point of visiting departments to chat with employees and catch up on what's going on in their lives. My staff and co-workers would describe me as fair, supportive, open and a team player.

While I've managed many excellent employees, on occasion performance issues need to be addressed. If an employee has not done anything illegal or unethical, I will work with them to help improve their performance. Most of the time counseling gets them on track but I have also had to use progressive discipline, including performance improvement plans. On several occasions progressive discipline did not work, and I had to terminate the employee. Terminating an employee is difficult, but as a manager, decisions that are in the best interest of the organization must be made.

To assist employees with staying on track and making sure they are achieving both personal and organizational goals, establishing formal sets of goals each year is part of the annual evaluation process. These goals could be of a personal nature such as gaining more knowledge about a particular topic, or they could be goals established for their department such as restructuring the department to better utilize each employee's strengths. Outside of the annual review process, goals and timelines are established throughout the year for various projects and tasks. I meet regularly with my directors to discuss their progress toward their goals.

I have worked with many city council members over the years. Most of them have recognized staff as experts in their fields and respect the work they do. The city council I most recently worked with has a lot of respect for me and see me as an ethical, strong leader who hires outstanding employees.

My greatest strength is emotional intelligence because it helps me navigate complex social situations with empathy and understanding. Emotional intelligence also helps me navigate work interactions by gaining a better understanding of people's motives and where they are coming from. It helps me foster positive relationships, improve communications, and connect on a deeper level.

While I don't necessarily consider this a weakness, something I will need to work on if appointed City Manager of Fruitland Park is delegating work instead of doing it myself. In North Richland Hills I had employees to perform tasks for me, but I still did a lot of hands-on work myself. This

KAREN R. MANILA

is not only time consuming, but it can send the wrong message to employees that you don't trust their work. It is important that I push myself out of my comfort zone and let staff do their job.

I get no greater satisfaction than seeing one of my employees grow and promote upward in their career. Thus, my greatest achievement has been developing people to help them achieve their career potential. I have hired several first-time directors, and it is satisfying seeing them go from being green in their role to having the knowledge and confidence to promote to the next level. A few years ago, I hired a budget analyst from another city that felt he was ready to make the step up to director. While he had the necessary technical skills, he was lacking in some soft skills. We discussed my concerns prior to hiring him and he convinced me to take a chance. I worked closely with him while he developed the necessary soft skills to take the next step. He is now an Assistant City Manager of a North Texas city and I take pride in knowing I helped him along his journey.

While I consider myself to have high emotional intelligence, this doesn't mean that I haven't let presumptions influence me. We hired a new Assistant Director of Finance to replace a well-loved, highly respected employee. The relationship between the new Assistant Director and staff was not good. My assumption was that staff was not being accepting of her and they were the reason things were not going well. I met with Finance staff so we could talk through the issues, emphasizing to them it was critical that they do everything they could to make it work. With time it became clear that the new Assistant Director was the issue, not staff. This situation taught me how important it is to keep an open mind and hear what is being said, not just listen.

The challenges I see for the person taking the job of city manager for Fruitland Park will be:

- Integrating into the organization. It's not just about getting to know the commission, organization, and staff, it's becoming an integral part of the team.
- It will also be imperative for the person taking the job to become a valued and respected member of the community. They will need to get involved in community organizations and get to know community members.
- As far as the challenge for the city itself, I see the greatest challenge to be planning for the population growth that is headed to Fruitland Park. This challenge includes not just infrastructure needs, but how to balance the new with the old.

During the first six months my efforts will involve:

- Get to know the commissioners, discussing with them what their vision is for the community, and what their goals and priorities are for the city.
- Getting to know the staff, boards, committees, and community and evaluating alignment with the commission's vision, goals, and priorities.
- Becoming familiar with the city's finances.
- Discussing with staff what they see as challenges and opportunities.
- Review of current operations to determine if there are any modifications needed.
- Becoming familiar with the city's code of ordinances, city charter and State laws.

KAREN R. MANILA

- Reviewing and becoming familiar with all planning documents, such as the comprehensive plan, strategic plan, etc.

In my most recent city, media contact is initiated with the city's Public Information Officer (PIO). She coordinates all responses to the media. I realize that as the City Manager of Fruitland Park there will be more personal contact with the media. I am comfortable speaking with the media as I have done this in the past prior to the PIO taking such an active role in media relations. I have had no negative contact with the media and there is no information or "dirt" out there that would embarrass the city of Fruitland Park.

While some people still get their information through printed newsletters or newspapers, more and more people are relying on social media to keep up with what is going on within their community. Posting timely and accurate information on social media platforms such as Facebook, X, Instagram and Nextdoor can go a long way toward informing residents of what is going on within the city. Information shared goes beyond what would have traditionally been issued via a press release. It includes upcoming meetings, recreation events, kudos for employees and community members, the status of projects, etc. In North Richland Hills, social media is being used heavily to keep residents up to date on the bond street reconstruction projects such as what stage the project is in, progress of construction, upcoming closures and any other information that will help the community be informed.

My husband and I have many hobbies with sailing topping the list. About 1 year ago we purchased a sailboat in Jacksonville, FL. We visit the boat as often as we can and are excited about living in Florida closer to the boat so we can spend more time sailing. When we aren't on the sailboat, we enjoy bicycling on local trails and occasionally riding in organized bicycle rallies. Another activity we enjoy and hope to do more often once we move to Florida is SCUBA. Both my husband and I are SCUBA instructors, although we are not currently teaching. We also love to travel.

SIX ADJECTIVES OR PHRASES YOU WOULD USE TO DESCRIBE YOURSELF

- Ethical
- Knowledgeable
- Intelligent
- Dependable
- Kind
- Friendly

REASON FOR DEPARTING CURRENT POSITION

Having recently retired with full benefits from Texas Municipal Retirement System, I am taking advantage of the opportunity to seek out a city manager position where I can experience new

KAREN R. MANILA

challenges and at the same time contribute what I have learned over almost 32 years of working in local government.

CURRENT / MOST RECENT SALARY

My final compensation in North Richland Hills was \$227,700 per year including car allowance, phone allowance and deferred compensation.

CB&A Background Checks

**Background Check Summary for
KAREN RENE MANILA**

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County Tarrant County, TX	No Records Found
State Texas	No Records Found

Civil Records Checks:

County Tarrant County, TX	No Records Found
Federal Texas	No Records Found

Motor Vehicle

Texas	No Records Found
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Credit	Excellent
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Personal Bankruptcy	No Records Found
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Sex Offender Registry	Not Listed
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Education	Confirmed
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Employment	Confirmed
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Social Media	Nothing of Concern Found
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**Background Check Summary for
KAREN RENE MANILA**

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern. Also, some states have limited the reporting to seven years, so any records older than that will not be available in those states. In addition, motor vehicle reports are limited to three to seven years, depending on the state.

**Background Check Summary for
KAREN RENE MANILA
Personal Disclosure**

Personal Disclosure Questionnaire

Name of Applicant: Karen R. Manila

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
Yes ☐ No ☒
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
Yes ☐ No ☒
3. Have you ever declared bankruptcy or been an owner in a business that did so?
Yes ☐ No ☒
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
Yes ☐ No ☒
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
Yes ☐ No ☒
6. Have you ever been charged with driving while intoxicated?
Yes ☐ No ☒
7. Have you ever sued a current or former employer?
Yes ☐ No ☒
8. Please list links to all your social media accounts (Facebook / Instagram / LinkedIn / Twitter, etc.) and your personal web page if you have one. Facebook: Karen Waddle Manila, Instagram: karenmanila, LinkedIn: Karen Manila
9. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
Yes ☐ No ☒
10. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant. N/A

Attested to:


Signature of Applicant

CB&A Reference Notes

Reference Notes

Karen Manila

Scott Turnage – Former City Council Member, North Richland Hills, TX (817) 992-6899

Mr. Turnage has known Ms. Manila since the early 2000s, when he was elected to the City Council in North Richland Hills. He understood her decision to retire, but was incredibly sad to see her leave her position as the Assistant City Manager. They worked closely together for their 20+ years, and he trusts her explicitly. He has seen her take on a variety of tasks over the years, and he appointed her to be the liaison with him for a bond study committee. Immediately upon announcing her decision to retire, she trained her successor. She can identify the strengths of others and mentor them to reach their highest potential.

Before Ms. Manila became an Assistant City Manager, she was the Budget Director. Finance is her biggest strength, and she knows budgeting better than anyone. During their annual budget retreat, she had the answers on hand anytime they were needed. She is knowledgeable in state regulations, applying for grants and funding, and presenting budgets to the Council. In addition to budgeting, she is a highly skilled leader. The individuals that work under her clearly respect and admire as a manager, mentor, and supervisor. During her years with North Richland Hills, she oversaw many departments and city contracts. She oversaw the garbage renewal contract every 3 to 5 years, and worked with the electricity providers to manage prices and franchise agreements. She has experience helping with the expansion of roads and how it affected utilities in the area. She coordinated the departments within and outside of the city government to make the expansion successful. She has worked with their fire department, police department, and was instrumental in structuring their compensation program.

Ms. Manila worked under two City Managers while at North Richland Hills. The second, Mark Hindman, was wonderful as a City Manager, and he speaks highly of her as well. The first, Larry Cunningham, was an incredibly difficult person to work with. Her ability to thrive is a testament of her ability to work with challenging personalities. He was temperamental, and volatile, yet she handled that work environment and did her job amazingly under trying circumstances. Ms. Manila is frank, and to the point. She has a no-nonsense personality, and can handle difficult situations. There was a time that she had an employee, the manager of their fleet services department, who was creating discontent in the department, and there was a sexual harassment claim against him. Ms. Manila dealt with the situation. She put him on probation, and he had to undergo a counseling program to keep his job. She did not back down or ignore this issue.

Although she has a strong personality, Mr. Turnage has had nothing but wonderful interactions with Ms. Manila. She was professional, and always respectful. He also knows her on a personal basis through bike riding and scuba diving. Aside from those things, they both attended the National League of Cities Convention in Washington DC every year, and she was the coordinator for those trips. She has fantastic people skills, and was gracious in showing others around the area on these trips. Aside from ensuring everyone enjoyed their time in DC, she also briefed them on who they would be meeting with, and what to expect at the convention itself. At work she is focused, and in social settings she is easy to be around and a pleasant person. She is detail-oriented in all facets of her life.

Reference Notes

Karen Manila

Ms. Manila is a good decision maker, and she maintains a high-performance level. She has been part of multiple major changes. The city grew from an estimated 40,000 residents to an estimated 72,000 residents during her tenure. It has been necessary to adapt in her years working for North Richland Hills. She could think outside of the box, and helped change their procedures through the COVID-19 pandemic. She never balked at change, but took it in stride. She enjoyed being out in the community with the people she served. She is a scuba instructor, which also demonstrated her ability to handle people during stressful situations.

Ms. Manila is a highly skilled leader. The individuals who work under her clearly respect and admire as a manager, mentor, and supervisor. Her leadership style has changed over the years. Early on, she was a behind the scenes manager but has grown and evolved over the years. She can rally employees because they want to follow her lead. Mr. Turnage can easily see her in a City Manager position, she would be incredibly successful. Aside from her employees and the residents, the City Council members were her customers in a way, and he has oftentimes marveled at how much patience she has. When it comes to the public, they only spoke to her if there was an issue which she handled with grace and understanding.

Mr. Turnage has never heard anything controversial when it comes to Ms. Manila, and he would be shocked if anyone else has. He would hire her instantly to be a City Manager. If he were starting a company today, she would be one of the people he wanted on his team. He trusts her, she has an impeccable work ethic, and her judgment, values, honesty, and integrity make her invaluable to any team.

Words or phrases used to describe Karen Manila:

- Resourceful,
- Good judgment,
- Likable,
- Tenacious,
- Tough skinned,
- Detail oriented, and
- Hardworking.

Strengths: Budgeting, leadership.

Weaknesses: Frank and to the point.

Mark Hindman – Former City Manager, North Richland Hills, TX (817) 301-8100

Mr. Hindman met Ms. Manila in 1999, when he served on the interview panel for the Budget Director of North Richland Hills. He worked in another city, but was serving on the panel, and Ms. Manila was the unanimous choice for the position. He joined the city of North Richland Hills in 2009 as the City Manager, where they worked together until he retired in March of 2024. She is an excellent city employee and she understands budgeting, finance, and operations. She was the

Reference Notes

Karen Manila

Swiss army knife for their City. During vacancies in administration or management, she led the group while the search for a new employee was underway. Mr. Hindman relied on her heavily from a financial standpoint, she can sort through finances to find funding available, if there is any.

Ms. Manila is extremely skilled in financial matters, and she understands city operations well. Along with those skills, she works well with others, and is polite and likable. Mr. Hindman and Ms. Manila worked in the same office, so most of the time their interactions took place in person. However, Ms. Manila established email chains to track information as needed. She was part of the hiring process in both of her positions as the Budget Director and Assistant City Manager, and she hired well. Unfortunately, not every hire is going to be perfect, and there were times she had to train employees to be their best. When employees were not working out, she worked with them first to see if more training was needed, and to give them every chance to succeed. If an employee did not improve, she proceeded as necessary.

Ms. Manila looks at facts and numbers before making decisions, she is objective. She looks at facts first and then moves onto non-quantitative factors in making decisions. She maintains and improves the organization she is a part of. She does not make changes for the sake of change, she strives for improvement, not just change.

Ms. Manila is out in the community a fair amount, not as much as he had to be simple because he was the City Manager while she was the Assistant City Manager. She is more than happy to go to events that the City Manager is unable to attend, to ensure the community knows the city supports them, and that she is there for the citizens. She has overseen many operations for the city, one example being the water billing. Due to her overseeing the water billing, she had many opportunities to interact with the public both one on one as well as in groups. A project she worked on was implementing electronic meters, and she gave presentations to both the City Council and employee groups for this project.

Ms. Manila was skilled in staying on top of what was happening inside and outside of the organization that may affect them. She had good judgment and knew when to share information. She was his Assistant City Manager the entire time he was there, and Mr. Hindman could not have asked for anyone better. If there was an issue or when something was not working well, she worked over the details and came up with creative solutions. Another project she worked on was implementing a new ERP system, which was a three-and-a-half-year endeavor. Unfortunately, their wastewater rate structure did not fit into the module. She found the solution to make it work.

Ms. Manila is customer oriented and tries to work through customer issues while giving them the benefit of the doubt. She is empathetic with customers as well, and is motivated to find solutions. There were multiple times where she paid the water bill for someone if she was unable to work with them for a different solution. She assessed the situation and when someone could not make the cost work, she did everything to help them. She also understood they had a responsibility to the rest of the citizens, they could not subsidize customers indefinitely, but she took stock of each individual situation and came up with the best solution for the customer and the city.

There has never been an issue with Ms. Manila finishing tasks on time. If she noticed there could

Reference Notes

Karen Manila

be an issue with the time constraints, she brought it up with him and they responded accordingly. She is ahead of schedule most of the time. Mr. Hindman knows of nothing controversial in her past professionally or personally, she knows to avoid anything that could put her in a bad situation. He begged her to stay with North Richland Hills until he retired, and she did, for which he is grateful. She has the knowledge and experience necessary to be a wonderful City Manager, she is someone you can rely on.

Words or phrases used to describe Karen Manila:

- Competent,
- Intelligent,
- Likable,
- Committed,
- Reliable, and
- Trustworthy.

Strengths: Finance, operations, people skills.

Weaknesses: She did not have direct experience in city planning operations. She was involved in the background, but did not work directly in this field.

Patrick Hills – Human Resources Director, North Richland Hills, TX (817) 427-6106

Mr. Hills has known Ms. Manila since 2000, when he was hired by the city of North Richland Hills. Ms. Manila was the Budget Director at the time. When she was promoted to be the Assistant City Manager in 2008, he began reporting to her as she was over the internal services department. She was a fantastic supervisor and Assistant City Manager. She worked under two City Managers, and both relied heavily on her, because she has a tremendous amount of credibility with both the City Manager and the Council. She was important to the overall executive city management team.

Ms. Manila has amazing people skills. She knows how to understand and balance her audience. She is incredibly skilled with numbers, and the budget and finance of the city, she was the go-to person for anything financial within the city. Along with being the budget specialist, she presented financial information to both the City Council and residents. She was simply a nice person. In his position as the Human Resources Director, Mr. Hills had to deal with unpleasant situations regarding employees and she was helpful during those times. She cared for her staff and the overall treatment of employees was important to her.

Interactions with Ms. Manila have been nothing but pleasant. On the personal side, she is caring. In a city with 550 full time employees, sometimes closer to 1,000 during surges, she made it feel like a small city, and paid attention to the culture of the workplace. On a professional level, communication was excellent with Ms. Manila. She was not a supervisor who told her employees exactly what to do, she gave them direction and advice to make decisions on their own and move forward. She held employees accountable, while allowing them the ability to do their job their way

Reference Notes

Karen Manila

if it has the desired result. They had to evolve and change in North Richland Hills to have stayed as long as they have, and she took change in stride while maintaining the performance level they are accustomed to.

Mr. Hills usually communicated with Ms. Manila over phone calls and in person. He prefers face to face over email and she knew this, so they often communicated to his preference. She has rallied the Internal Services department around the vision of the organization multiple times. Internal Services consisted of IT, the municipal court, finance, and human resources. She is a good leader, and steers her employees toward a common goal. He often sought her counsel when issues came up. For example, an important employee to the department was away for some time on medical leave, and they needed to find a way to make up for the loss. She suggested using volunteers from another department to fill in the gap.

Ms. Manila has never been late with a project they worked on together, and she handles stress well. She could not have lasted as long as she did in her position without being able to handle stress. She has never been involved in anything controversial or embarrassing, and he was upset to see her retire. She is one of the best supervisors he has been able to work for, and would be an incredible City Manager.

Words or phrases used to describe Karen Manila:

- Well liked,
- Good mentor,
- Financially competent,
- Creative,
- Collaborative, and
- Problem solver.

Strengths: People skills, finance, budgeting, presentations, leadership.

Weaknesses: None Identified.

Oscar Trevino – Former Mayor, North Richland Hills, TX (817) 312-9626

Mr. Trevino met Ms. Manila in 1999 when he was part of the City Council, and she became the Budget Director. He became the Mayor in 2002 and she became the Assistant City Manager in 2008. She is strictly business. She does a wonderful job and understands fiscal responsibility better than anyone. She takes her job incredibly seriously and there was never doubt during budget and finance meetings that she gave the correct information. She handles people extremely well, both her employees and the public.

During her time with North Richland Hills, Ms. Manila oversaw the garbage pickup, which can be a touchy subject for citizens, but she handled all situations very well. She also oversaw the water department, and dealt with the public when they felt they were not treated properly. She considered

Reference Notes

Karen Manila

their circumstances for payments and remedied situations as they arose. She had incredible financial skills, and her memory was amazing. She can recall where to find information in a large budget book, both quickly and accurately. She researched and made sound fact-based decisions.

Ms. Manila is blunt, but professional, she will tell you exactly as things are. She is not rude or crass, but she let Mr. Trevino know when he was heading in the wrong direction. They had a wonderful working relationship based on trust. If the City Manager was away for any reason, Ms. Manila was the one in charge. She is more on the side of maintaining high efficiency than creating change, but she will change when needed to make improvements. When changes were made during her time with the city, the City Manager received the credit for those changes.

Ms. Manila is a known face in the community. She is an avid bike rider, and participated in the Mayor's monthly bike ride. She also participates in the Lions Club and Chamber of Commerce lunches, as well as multitudes of other local government meetings and events. In her position over both water utilities and garbage, she dealt with many citizens one on one and in larger groups. She stays on top of information, and takes care of everything. She is an extrovert, and she leads from the front, rallying the troops. She had little employee turnover and employees were loyal to her.

Ms. Manila is a problem solver, and often solves problems before you notice there was one to begin with. Electric regulations were changing, and prices skyrocketing when she decided to lead the city in joining with other cities to create a coalition to successfully negotiate with the power company to keep their prices from rising. She understands that taxpayer dollars are something to be careful with, and she deals with unhappy taxpayers when they bring her issues.

Initially being in finance and budget, Ms. Manila is deadline driven. She had all the necessary information prior to meetings and from a Council perspective, she had answers quickly. She responds well to stress. For example, a citizen called out in a meeting, questioning where she had gotten some of her information. She took their questions in stride, looked through her info again, and stood by it while responding politely but firmly about her information sources.

You will not find anyone more personable and easier to talk to, Ms. Manila does not talk down to anyone, and would never jeopardize her position and trust from her citizens and coworkers. Mr. Trevino would happily hire her. She would make an excellent City Manager.

Words or phrases used to describe Karen Manila:

- Professional,
- Intelligent,
- Easy to talk to,
- Positive,
- Trustworthy, and
- Honest.

Reference Notes

Karen Manila

Strengths: Finance, memory, research, decision making.

Weaknesses: She is not always patient with employees. She is not tolerant of things not being done correctly, and she does not coddle people. This trait is a strength as well, she does not take kindly to anyone who cheats or lies. She is in a position of public trust, and she is not going to squander that trust.

Eric Von Schimmelmann – Information Technology Director, North Richland Hills, TX (817) 427-6239

Mr. Von Schimmelmann has known Ms. Manila since 2021, when he became the IT Director and began reporting directly to her. She was a great supervisor, he has been working in government for 35 years, and she was amazing to work for. She is very positive, gives great feedback, and direction. She is easily one of his best supervisors in all his years of government work.

Ms. Manila's biggest strengths are her ability to listen, her understanding of high-level tasks, and her ability to disseminate information and direction. She is extremely knowledgeable in finance. The budgeting process has been eye opening to him under her supervision. He moved from a different state, and she helped show him the rules and regulations in Texas local government.

When Mr. Von Schimmelmann came onboard, he was initially given leadership of the department to see what he could do on his own. Ms. Manila wanted to see his management style, and then provided more clear direction. She knew his background enough to trust him to get to know the employees first and then create their direction.

Ms. Manila communicates thoroughly, and they have stayed in communication since her retirement, she continues to be a mentor. She is articulate, and reads people well. She is a good judge of character, and employees follow her lead. In his work with her, Ms. Manila has been a change agent, due to technology changing constantly. When he came onboard, she had been heading the department and was in the process of implementing new technology.

Ms. Manila is well known in the public. He has seen her at retirement parties other than her own. She is skilled in talking with her superiors, subordinates, peers, and the public. She has an open mode of communication and makes the time for people when needed. She is a leader from the front, she is open to being there for her employees and gets things done properly.

Ms. Manila recognized that the ERP system that the city had needed change. She went through the long, rigorous process and led the team before he was brought in to replace the entire system. This was a tremendous undertaking that she began while also maintaining her other responsibilities. Another problem she solved was the need for a new waste management vendor. She found the new vendor and explained the reason for the change to the city and the public. Currently the city is also implementing a new utility billing system that is customer facing, and her purpose in this was making utilities easier for the residents, she cares for their wellbeing and ease.

Reference Notes

Karen Manila

Mr. Von Schimmelmenn is not aware of anything embarrassing or controversial about Ms. Manila. The only reason she is no longer working at the city of North Richland Hills is because she retired. He would absolutely hire her. After seeing how she interacts with both internal and external organizations, he highly recommends her to be a City Manager.

Words or phrases used to describe Karen Manila:

- Leader,
- Innovative,
- Caring,
- Facilitator,
- Dedicated, and
- Honest.

Strengths: Listening, disseminating information, finance, rules and regulations.

Weaknesses: He would have liked more clear direction when he was first hired.

Maleshia McGinnis – Former City Attorney, North Richland Hills, TX (972) 237-2005

Ms. McGinnis met Ms. Manila in 2016, when the former started working as the City Attorney in North Richland Hills and the latter was the Assistant City Manager. Ms. Manila was wonderful, she managed a great deal of high volume, high work level departments under her, many employees, and any issues arose during that time. She oversaw multiple public facing departments, so she dealt with citizens often. She is skilled in the management aspect of her role, and understands what is important to citizens, boards, and the City Council.

Ms. Manila's biggest strengths are understanding the bigger picture, and how to handle citizens. Usually, by the time a citizen reaches her with a complaint, they are very unhappy. She is skilled in deescalating the issues they bring in, and in helping them understand city processes and restrictions. She also works very well with City Councilmembers and relates well with everyone. They had daily interactions, as their offices were in the same building, which were always pleasant, respectful, and professional. They cultivate a family atmosphere in North Richland Hills, where they got work done but it was also pleasant to be there. Ms. Manila had a hand in hiring personnel such as the budget director after her, the finance director, and the IT director. She made good hiring decisions, and she helped to cultivate the pleasant work environment they enjoyed.

Ms. Manila makes solid decisions, after gathering details and looking at the big picture and the impact of each decision made. She maintains a high-performance level, and takes on the responsibilities of the City Manager as needed. She has attended events such as the Chamber of Commerce luncheon, and has presented to the City Council. She was also the representative for the Utilities Coalition, in which a few cities pulled together to negotiate rates for utilities in the area. She is well known to the public. She is appropriately visible in the community, given her position with the city. She can be the leader, or she can be behind the scenes.

Reference Notes

Karen Manila

Ms. Manila handles stress well, they encountered many stressful situations and she continued to get the job done. She does not dwell on the stress, but rather continues with what is needed. Ms. McGinnis is not aware of anything that could be seen as controversial about Ms. Manila. Ms. McGinnis would absolutely hire Ms. Manila to be a City Manager because she has a pulse on all three levels of service necessary to be a City Manager which are: citizens, council, and staff.

Words or phrases used to describe Karen Manila:

- Happy,
- High spirited,
- Cooperative,
- Knowledgeable,
- Customer service oriented, and
- Detailed.

Strengths: Understanding the big picture, dealing with citizens, relatability.

Weaknesses: She can be inflexible with funding.

Prepared by: Rebecca Whitman
Colin Baenziger & Associates

CB&A Internet Research

Internet – Newspaper Archives Searches
Karen R. Manila
(Articles are in reverse chronological order)

<https://x.com/CityofNRH/status/1772259816796311883>
March 25, 2024



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(Articles are in reverse chronological order)

<https://www.nrhtx.com/Calendar.aspx?EID=6199>

March 22, 2024

Retirement Reception

Friday, March 22, 2024

Join us in honoring retiring Assistant City Manager Karen Manila.

A retirement reception to honor Assistant City Manager Karen Manila will take place from 3 to 5 p.m. at NRH City Hall. Presentation will begin at 3:30 p.m. The community is welcome to join us as we show our appreciation for Mrs. Manila's nearly 25 years of service to the City of North Richland Hills and wish her well in her retirement.

Cards and emails are also welcome and can be sent to P.O. Box 820609, North Richland Hills, Tx 76182-0609 or

communications@nrhtx.com.

Read more about Mrs. Manila's service to our community on Page 3 of our [Winter NRH Newsletter](#).

Date: March 22, 2024

Time: 3:00 PM - 5:00 PM

Address: 4301 City Point Drive
City Council Chamber
North Richland Hills, TX 76180

Contact: 817-427-6126

Email: [Communications Dept.](#)



Winter NRH Newsletter:

Assistant City Manager **Karen Manila** is retiring effective March 22, 2024 after a 32-year career in municipal finance and administration. Hired in 1999 as the Budget Director and promoted to Assistant City Manager in 2008, **Mrs. Manila** has provided leadership and guidance for many of the city's operations including budget, accounting, purchasing, utility billing, information technology, human resources, municipal court, legislative analysis, franchise utilities and the city's solid waste contract. She has been instrumental in keeping the City in exceptional financial condition and ensuring all city departments are being good stewards of the public's dollars.

"I have been blessed to serve in three Texas cities, but the highlight of my career has been serving the residents of North Richland Hills," she said. She added that NRH city staff have been a pleasure to work with. "It would be difficult to find a more dedicated and talented group who put their heart into their jobs every day serving the residents of our great city."

She also expressed appreciation to the City Council members she has worked with over the past 24 years. "Their support, respect and concern for city employees is unmatched, as is their dedication and love for the city," she said. "Their steady leadership and vision are what has made North Richland Hills such an outstanding city, one that I am proud to call home."

Trudy Lewis is being promoted to replace **Mrs. Manila** as Assistant City Manager over fiscal and administrative services. Mrs. Lewis has served as the city's Budget Director since December 2021. Before joining North Richland Hills, she served as City Administrator for the City of Hutchins and City Manager for the City of Glenn Heights. Her previous experience also included positions with the cities of Arlington and Irving.

<https://www.businesswire.com/news/home/20191217005051/en/Tyler-Technologies-to-Provide-Integrated-Enterprise-Resource-Planning-System-to-City-of-North-Richland-Hills-Texas>
December 17, 2019

Tyler Technologies to Provide Integrated Enterprise Resource Planning System to City of North Richland Hills, Texas
Solutions to manage everything from community development to finance operations

Tyler Technologies, Inc. (NYSE: TYL) today announced it has signed an agreement with the city of North Richland Hills, Texas, for a variety of Tyler solutions including EnerGov™ and Munis® as core ERP solutions, as well as Socrata Citizen Connect™, Socrata Open Finance™, Digital Health Department™ (DHD), MobileEyes®, and Tyler EAM™. The city's 20-year legacy solutions are disparate and haven't allowed for a seamless flow of data or processes from one function to the next, creating inefficiencies and reducing the value of the information stored by making it less accessible. The city selected Tyler for its fully integrated ERP solution, which will better meet the needs of the city for many years to come.

"There are many things about Tyler's solutions that are appealing to us, such as advanced reporting and the ability to find everything you might need with just a few clicks," said **Karen Manila**, assistant city manager for North Richland Hills. "This modern system will align us better with our business practices and allow us to provide better customer service for the public as well as for internal customers."

Tyler's Munis and EnerGov solutions combine fully integrated finance, payroll and HR, utility billing, asset maintenance and community development systems. Tyler's solutions will allow the city to

Operate within a modern digital government architecture where information can be easily shared across applications and functions

Access improved data analysis and reporting through intuitive, customizable reporting tools and modern analytical toolsets

Move to a system with tight integration between field electronic data collection and the backend database, so users can get instant alerts and complete workflow tasks on their smartphones in the field

Provide self-service capabilities to their employees, residents, and vendors

"We're pleased to deliver a fully integrated ERP solution to the city of North Richland Hills," said Chris Hepburn, president of Tyler's Enterprise Group. "Our solutions are designed to empower city personnel, ease the transition to improved business processes, and promote the city's self-sufficiency for long-term support of the system." The city of North Richland Hills is in the Dallas-Fort Worth Metroplex and has a population of more than 70,000.

Internet – Newspaper Archives Searches
Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
May 24, 2014

Preliminary property values rise in most of Tarrant

Author/Byline: Bill Hanna and Caty Hirst; Staff writer Susan Schrock contributed to this report

The bad old days of the recession appear to be in the rearview mirror. The recovery is in full force across Tarrant County, according to preliminary values from the Tarrant Appraisal District. Almost every segment of the real estate market is seeing increases, and just about every part of Tarrant County is showing an uptick in values. Only a few cities had no significant gains. Overall, assessed property values are up 6.7 percent across Tarrant County. But the Tarrant Appraisal District and many area cities caution that these values will likely drop as some homeowners and commercial property owners protest their valuations.

Chief appraiser Jeff Law expects about 70,000 of the 1.4 million tax accounts in Tarrant County to challenge their appraisal. Property owners have until June 2 to file a formal protest, which they can do online at www.tad.org. He has advised cities and school districts to assume about a 2 percent drop from the current valuations, though he doesn't expect that significant a drop. "I can't really tell you how much to expect things to change but I would say this year, things are better than healthy," Law said.

Home prices are also helping drive the increases. Residential values are up 8 percent across the county. There has been some new construction with the addition of 5,534 residential and 201 commercial accounts. The gains reflect the pull of the local economy bringing more people to the area, Tarrant County Administrator G.K. Maenius said. "Quite frankly, it's an up market and this is reflective of that," Maenius said.

But real estate agent Lucy Puniwai, who works in the Alliance corridor, said many clients have been upset with TAD as their appraisals have jumped by \$25,000 to \$30,000. She said values are up and multiple bidders are often vying for homes but she believes that TAD is overreaching with its appraisals. "The people that have contacted me to protest taxes have recently purchased homes," Puniwai said. "Their appraisals just jumped through the roof. I don't believe the appraisal system is fair. There's just no consistency or balance in the system."

This year, TAD increased the value on about 260,000 existing accounts. Of those, 166,000 had a jump from 5 to 10 percent; 63,000 increased by less than 5 percent; and about 31,000 went up by more than 10 percent. Among commercial properties, apartments increased 25 percent, office space jumped 20 percent, retail climbed 15 percent and warehouses had a 10 percent increase. "For Tarrant County, it's pretty much been countywide," said Bill Makens, chairman of the Fort Worth Society of Commercial Realtors and an associate with the Makens Co. "You just have a lot of retailers that have become active again and DFW is an attractive market to a lot of retailers," Makens said.

Among apartment complexes, the higher-end properties — those that are considered Class A and Class B — have had the biggest increases. "For investors, it has become a lucrative investment,"

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Law said. “A lot of apartment complexes are selling; values are going up. We’re seeing a lot of increases across the whole county, particularly in Class A properties.” There was also a big increase in mineral interest accounts, from 404,000 to 719,000. The overall value increased by \$500 million from \$2.4 billion to \$2.9 billion.

Fort Worth expects another budget shortfall

The preliminary TAD appraisals are important to local governments because they use these numbers to start building budgets for the next fiscal year. City officials say that the numbers are encouraging and optimistic, but that they are being cautious. Fort Worth, for example, had a 7.4 percent increase in net taxable property value, which is at \$43.4 billion in the preliminary report.

Still, the city’s chief financial officer, Aaron Bovos, said Fort Worth is projecting only a 2.9 increase in revenue from property taxes and a 5 percent in the sales taxes for fiscal 2015. He expects the city to have another shortfall in the upcoming budget. “From a historical perspective, where we sit today is much better than where we have sat in prior years. There really isn’t even a comparison,” Bovos said, but he added that they are “still talking about budget reductions.” He asked each department to come up with a 2.8 percent reduction in their budgets. Based on fiscal year 2014, that is \$16.4 million in reductions for the general fund. In a “balancing act,” he also asked departments what they would do with more money.

Last year, the city initially faced a \$50 million shortfall, which was bridged with sustainable cuts, including jobs, increased property and sales tax revenue, and use of one-time budget savings. “I feel very optimistic about the revenue forecast. Does that mean we are throwing caution to the wind? No, it will never mean that for a financial planner,” Bovos said. The city also dangled the potential for 3-5 percent raises for general employees in 2015 if it found \$5 million in savings through the year to fund it. General employees have received one raise in the last five years, in fiscal 2012. Bovos could not say whether the raises will be included. “The 2015 budget is still under development and raises are under consideration,” Bovos said. “They are part of the goal and part of the financial plan, but we are still working on having all those pieces to be able to solidify what that looks like.” “When we make a decision for 2015, we need to make sure that decision is sustainable for a five-year forecast,” he said. Bovos said the city’s approach toward the fiscal 2015 budget is “a little more comprehensive than what I know Fort Worth to have done in the past,” with careful attention paid to five-year projections. He said the recommended budget will be presented to the City Council on Aug. 12.

Arlington numbers ‘encouraging’

Arlington’s taxable values, currently \$19.2 billion, rose about 3.3 percent over last May, which is what officials had projected. The city had “encouraging” growth in residential, commercial and mineral values across the board, Budget Director Mike Finley said. “Our tax base is on track with what we expected,” Finley said.

The Viridian Management District, site of the 2,300-acre master-planned Viridian development in Arlington, had an 84.5 percent gain from a year ago. While property values are soaring in that neighborhood, it is also simply a sign of new construction. The number of accounts in Viridian grew from 539 to 817. “You’re taking a small area where a lot of homes have been built,” Law

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said. “A lot of that was vacant land and now it’s homes and other new stuff. They’re adding things out there all of the time.” For some smaller communities, the impact of new businesses can be significant.

Haslet, with its nearness to the sprawling Alliance development in far north Fort Worth, has seen its property values jump a whopping 35.6 percent, most of which came from the arrival of the Amazon fulfillment center. “Amazon — that pretty much says it all,” said Debbie Maness, Haslet’s finance director. “To see an increase is really good but I will say I’m pretty conservative and we won’t really know its impact until we get the final number in July.” The arrival of Amazon is another sign of growth in far northern Tarrant County. Last year, Alliance developer Hillwood reported to the city of Fort Worth that the development had a \$50 billion impact on the North Texas economy since it began in 1989.

In North Richland Hills, there are also signs of recovery.

The city issued construction permits for 189 single-family homes last year and had new commercial redevelopment along Northeast Loop 820 with the new Floor & Decor, Taco Cabana and Quick Trip. Sandlin Homes is also planning a 192-lot subdivision off Iron Horse Boulevard, Assistant City Manager **Karen Bostic** said. “It’s a positive and welcome sign for our local economy and we are hopeful that we are finally returning to a pattern of slow and steady positive growth,” **Bostic** said.

Red-hot housing market

In some parts of Tarrant County, the stories of buyers lining up to buy homes are true. Fort Worth real estate agent Scott Bailey was showing a home on Hillcrest Street in Fort Worth that was not entered in the Multiple Listing Service. “I’ve got one that everybody just walked through,” said Bailey, who had more showings scheduled that day. “I think inside the loop [locations within Loop 820] it is fantastic right now from an agent’s point of view,” Bailey said. “If you go outside the loop, there are cash buyers buying and paying cash and then turning around and leasing them out. There are good deals for investors in those areas that are saturated.”

Last month, a real estate investment trust with an Arlington address bought one of his listings along Meadowlark Drive in far south Fort Worth, shortly after buying another home in the same block. By the time the buyer closed on Bailey’s listing, a “for lease” sign was already up in front of the neighboring house. A few areas have seen more modest gains, including Edgecliff Village, the Everman school district and Dalworthington Gardens. “Some of these smaller towns don’t have the land mass to bring in new industry or have the available land for new housing,” Maenius said.

Protest deadline approaches

Time is running out to file a protest. Tarrant County property owners have until June 2. “If you’re thinking about protesting, I would go ahead and file a protest,” Law said. “That way you are protecting your right to protest. You can always drop the protest later if you choose to do so.” Once a protest is filed, residents can also call the appraisal district and talk to an appraiser about dropping their valuation, but Law warns that values are going up in most areas. “Right now, the data supports that values are up,” Law said. “We may not necessarily lower a value but it doesn’t

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hurt to talk to an appraiser.” Some taxpayers have complained that appearing before the appraisal review board can be daunting.

Law said property owners need to do their homework before coming before the review board. “It shouldn’t be an intimidating process, but they do need to come prepared,” Law said. “If they think their value is too high, they may need to talk to a real estate agent. Look at listing prices and advertisements. Also, bring in photographs. There may be something we don’t know about your property. We may not know it only has one bathroom instead of two. That’s the kind of thing that can lower your value.” But homeowners need to accept that values are currently on the increase. “Right now, I think there’s a huge demand for residential properties and the supply is simply not there.”

Fort Worth Star-Telegram (TX)
May 24, 2012

DFW cities optimistic about growth in property values - Taxable values rise 2.5% for Tarrant; big cities see increases of at least 3%

Author/Byline: Bill Hanna and Darren Barbee; Staff writers Eva-Maria Ayala and Susan Schrock contributed to this report

Property values are up 2.5 percent across Tarrant County from a year ago, a jump of \$3 billion, giving some hope that the market is on the rebound. "It kind of tells me the economy has at least flattened out or is up a little bit," Tarrant County Judge Glen Whitley said. But the bounty didn't fall evenly, according to preliminary assessments from the Tarrant Appraisal District. In the largest cities, including Fort Worth, Arlington and Mansfield, taxable property values increased more than 3 percent. Grapevine's values rose 6.5 percent and North Richland Hills' rose 5.4 percent. Among smaller cities, Westworth Village saw an 11 percent jump, primarily from previously tax-exempt properties being added to the tax rolls. But Haslet and Blue Mound saw steep declines: 10.7 percent and 8.7 percent, respectively.

The results for individual properties were a mixed bag as well. About 15 percent of residential and commercial properties -- 77,400 in all -- increased in value for fiscal 2012, according to the appraisal district. However, 25 percent, 129,900, declined in value, and 59 percent, 304,300, had no change. New taxable construction represents 5,833 properties, or about 1 percent. Yet new construction lifted the county's property values by more than \$1 billion, according to preliminary statistics from Chief Appraiser Jeff Law.

New residential properties added \$840 million to the county's net taxable value, accounting for about 1.2 percent of the taxable value of all residential properties, he said. About \$608 million in commercial taxable property was added, or 1.7 percent of all commercial properties' taxable value, Law said. "There are some properties out there that have been constructed that are part of the commercial sector that are exempt," Law said. "That could be something like schools or something that the city or county owns." But "we were never going to tax those to begin with," Law said. Officials caution that the numbers are preliminary and will likely be adjusted as property owners appeal their valuations.

Rebounding values

Fort Worth's property values rose \$1.4 billion, or 3.5 percent, to \$42.8 billion. That is exactly what the city expected when it told the City Council this month that its budget gap would be \$23.7 million next fiscal year. Budget officer Horatio Porter expects about a 2 percent gain after protests are heard. "I believe we've seen property values hit bottom," Porter said. "We won't see double-digit gains like what we saw in the '90s, but it has stabilized and I think we will see slow, steady growth." The gains won't be enough to prevent difficult budget decisions. "The revenue just can't grow fast enough to keep up with all of the needs we have in the city," Porter said.

Arlington's preliminary values rose to nearly \$18 billion, up 3.8 percent. Budget Manager Mike Finley said that if the values hold until the tax rolls are certified in July, Arlington's property tax

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revenue for next fiscal year will be \$2.1 million higher than projected. "It's better than we were expecting," Finley said. "We were expecting to be flat." Finley attributed the bump in valuations to factors such as commercial development and the transformation of a former Trinity River flood plain into residential lots for the Viridian community. The project, under construction in far north Arlington, is expected to eventually add 15,000 residents and more than \$2 billion to the property tax rolls, city officials have said. Arlington's sales tax revenue for the first six months of this fiscal year is up 5.3 percent. That's good news for the city, which is working to erase a projected \$4 million budget shortfall for fiscal 2013, which starts Oct. 1.

In Grapevine, where attractions like the Sea Life Aquarium and Legoland brought in revenue, values increased \$394 million. John McGrane, Grapevine's director of administrative services, said that he hasn't analyzed the appraisal values but that the city expects improvements from last year.

In North Richland Hills, preliminary values increased \$197 million, slightly higher than expected. Even taking into account the post-appeals drop, Assistant City Manager **Karen Bostic** said, the appraisals could put the city back at 2008 levels -- before the recession. "Hopefully it will mean we won't have to make further reductions like we did in recent years," she said.

Tough times for some

For Haslet, where preliminary values fell by \$86 million, the biggest factor was a drop in the value of mineral leases, from \$182 million to \$103 million, City Administrator Ashley Stathatos said. One of the more unusual decreases was in Blue Mound, where Mayor Alan Hooks said residents' high water bills are driving down property values. The city's water and sewer system is owned by Monarch Water Utilities. "People are not going to come out here and buy unless it's a cheap, cheap deal," Hooks said. "That's what's happening -- people are dumping these houses. It's going to be a tough budget next year. It's going to be pencil-sharpening time and time to get out our red pens." Increases in property values mean little to struggling school districts, many of which are looking to cut staff and programs amid multimillion-dollar shortfalls.

A complex state school finance system, which is being challenged in court this fall, essentially funds schools based on a weighted per-student formula. If a district's property tax revenue improves, the state reduces its aid. If tax revenue drops, the state makes up for the loss. The Fort Worth school district, for example, had the largest increase of taxable property value, about \$945.8 million. If not for the state funding system, that could have meant \$9.8 million more for schools. The district is facing about a \$40 million shortfall next school year. "We are happy to see growth in the tax rolls," said Hank Johnson, the district's chief financial officer. However, "it will have little impact on the current funding situation."

In the Grapevine-Colleyville district, the overall taxable value had one of the highest percentage increases in the county, improving 4.6 percent, or \$485.2 million. Grapevine-Colleyville, Fort Worth and many other local districts are among the hundreds suing the state over how schools are funded.

Fort Worth Star-Telegram (TX)
April 25, 2012

North Richland Hills seeks voters' OK for new municipal complex funds

Author/Byline: Jessamy Brown

Taxpayers in North Richland Hills are being asked to increase the city's debt by about 50 percent to help pay for a new municipal complex that would consolidate offices. Voters will have to decide whether that makes fiscal and logistical sense in a May 12 referendum on whether to authorize issuing up to \$48 million in bonds for the complex, which may be on Boulevard 26, at the site of the old North Hills Mall. The additional debt would prompt the first property tax rate increase in 19 years, and the city would also tap reserves and other funds to complete the \$70 million project.

The city already owes a total principal of \$95.6 million in debt, including \$71.6 million in debt supported by property taxes. "There are some that will be paid off in the next few years. We can put that money toward the new debt," Assistant City Manager **Karen Bostic** said. About \$24 million of the total debt is being paid off by other revenue sources, such as fees from users of the Iron Horse Golf Course and NRH {-2} O water park.

Councilman David Whitson, who headed a 26-member community task force that recommended the project, said he is comfortable with the city's debt load. "I'm going to be pushing to have that debt paid off sooner than what the term is," Whitson said. The bonds would add 3 to 4 cents to the current tax rate of 57 cents per \$100 of assessed property value. That would add about \$49 a year to the tax bill for a house valued at the city average of \$122,317. The tax rate would not change for senior citizens and other homeowners whose property taxes are frozen. Besides the bonds, the city would still need an estimated \$22 million from capital reserves, plus money from selling buildings that house its current offices on Northeast Loop 820, which officials think will be attractive to commercial or retail developers.

Staffers have moved out of the city offices that housed the library and recreation center and into new facilities. The Municipal Court, parks administration and Citicable continue to operate there. That building, at Northeast Loop 820 and Rufe Snow Drive, is not on the market. But undeveloped land on the site has been sold to firms headed by Dustin Renfro of Hudson Oaks. The city sold 1.04 acres for \$800,000 for the development of a Taco Cabana and 1.17 acres nearby for \$530,000 for a future In-N-Out Burger. A 0.9-acre tract is being marketed for sale by Renfro's Gridiron Capital, which has right of first refusal to buy it. Officials also expect an unspecified amount of compensation from the state from work on the North Tarrant Express project to widen Northeast Loop 820.

The cost of the project and square-footage needs were estimated after an architectural firm performed a space analysis. The budget includes money for land, road work, furnishings and buildings. But plans are to bring the project in under budget, said Jimmy Perdue, the city's public safety director. "We're hoping and planning all along to reduce the project costs as we get into

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the design," Perdue said. "We knew that we needed to know what the outside number was because the worst thing is to ask citizens for funds and come back and ask for more."

Moving in 2015

The proposal to move was prompted by state work to widen Northeast Loop 820 to 14 lanes, which will cut a third of available parking spaces, restrict access to City Hall and limit space for landscape buffers, Assistant City Manager Jared Miller said. The plan calls for city operations now in six buildings to move to a 180,000-square-foot complex by late 2015. The complex would house City Hall, parks administration, Municipal Court, the Police Department and jail, fire administration and neighborhood services.

"The different city departments are pretty spread out right now," said Mike Rigby, market president for Liberty Bank and a committee member. "I think that the structure that is proposed is reasonable. I don't think it's elaborate or a Taj Mahal."

This month, the City Council moved forward with an agreement that gives the city the option to buy up to 12 acres at the vacant site of the former North Hills Mall at Boulevard 26 and Rodger Line Drive, which would cost about \$2.6 million. That would leave about 68 acres available for development. Nearly 3,000 people come to city offices each week, and bond supporters say they hope a municipal complex would spur economic development inside the Loop.

"We hope that activity of coming to the city facilities will find it attractive to new businesses," said John Lewis, a former councilman and treasurer of NRH4U, a committee launched to support the bond proposal. The group is hosting coffees, meeting with voters and sponsoring a billboard on Davis Boulevard touting the project. No organized opposition has surfaced. The city is hosting several informational meetings to answer voter questions. One of three voters at a Thursday meeting at Green Valley Elementary School asked what might happen if the bond vote fails. Doing nothing is not an option, they were told.

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Fort Worth Star-Telegram (TX)
February 27, 2012

Task force recommends new city complex for North Richland Hills

Author/Byline: Lois Norder

The city should build a \$70 million municipal complex to house City Hall, municipal courts, the Police Department and other offices, a citizens task force is recommending to the City Council. One option for location of the complex is the existing City Hall site just north of Northeast Loop 820 near Holiday Lane, which would require the city to buy out some nearby homes. The other option the Community Improvement Program task force is eyeing is south of the loop, on a portion of the former site of North Hills Mall. The recommendation will be presented to the council tonight, and a vote is expected at its March 5 meeting. If the council endorses the recommendation, a bond issue to help pay for the complex could be on the May 12 ballot. City officials are working to determine what the bond amount would be.

The 26-member task force recommended a tax rate increase of up to 4 cents per \$100 of assessed property valuation to pay for the bonds, city officials said. A 4-cent increase would mean a tax hike of about \$48 a year for a house at the city's average taxable value of \$122,317. "There would be no impact for seniors over 65 [years old]. Their tax rate is frozen," said Assistant City Manager **Karen Bostic**. The last increase in the city's property tax rate was in 1993. At 57 cents per \$100 assessed value, North Richland Hills' current tax rate falls in about the middle of the pack of other Tarrant County cities.

Still, passage of the bond issue will require a "vigorous education campaign," Mark DelSignore of Perception Insight told the task force at a Thursday night meeting. That's because about 46 percent of likely voters are not aware that work on the North Tarrant Express highway project will encroach on some of the city facilities, and 22 percent of likely voters believe that the city already has excellent facilities, according to a mid-February survey conducted by Perception Insight. But the survey also indicated likely good support for a new public safety building, and a strong perception that the city manages its money well. "A public education campaign, if done effectively, can move the needle forward," DelSignore said.

Other funding

City officials said they have worked to pare down the cost of the complex. Money to pay for it could also come from several sources in addition to the bond sale, **Bostic** said. Compensation from the Texas Department of Transportation for the impact of the work on Northeast Loop 820 could bring some money, though the amount is unknown because the city is in litigation with the department over the issue. The city could also sell the property south of the loop where the municipal courts are housed, and if it built on the North Hills site, it could also sell the existing municipal complex property. The property south of the loop was appraised in 2008 for about \$4.5 million; the municipal complex has a Tarrant Appraisal District value of just under \$6 million. The city could also draw money from its capital reserves. The city has \$7 million set aside to address facilities needs related to the loop expansion, with much of this money from gas leases and other nonrecurring sources. City Manager Mark Hindman told the task force that the

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city could try to further scale back construction plans to limit the tax increase to 3 cents. That would keep the tax rate at about 60 cents, which Hindman called a "psychological threshold." But task force member Jay Garner said the city needs to consider future needs. "Don't poor-boy this," he said. The city doesn't need a "Taj Mahal, but nice," Garner said.

Economic driver

The present municipal complex, which houses City Hall and public safety facilities, was built in stages over the years, with the oldest portion of the building dating to 1975. The building was expanded in 1995, though that addition represents only about 23 percent of its total square footage. The North Tarrant Express project, which widens the highway and service roads, will eliminate what city officials say is a significant portion of the parking at that facility and at the building south of the loop that houses municipal courts. That building is a former church built in 1968 and acquired by the city in 1985.

To build a new complex at the present City Hall site, the city would expect to buy out 15 nearby houses at an estimated cost of about \$1.9 million. Buying property at the former mall site could cost an estimated \$2.5 million, with the city needing about 12 acres of the 80-acre property. That location would bring the additional benefit of helping drive economic development, said Councilman David Whitson, chairman of the task force. He said that a municipal complex there would prompt redevelopment of the entire mall property. The city has been focusing economic development efforts along the Boulevard 26 corridor. Since North Hills Mall was demolished in 2007, after sitting vacant for three years, the site has not been developed. Tax records show that the property owner lives in California. A new city complex would be the costliest project in city history.

The city is building a new recreation center in the north part of the city, close to the \$10 million library that opened in 2008. The recreation center, set to open in mid-April, has a projected cost of about \$25 million, which had been the highest price tag so far. The city issued certificates of obligation for that project, which didn't require voter approval. That debt is expected to be paid with revenues from a special tax district in the area.

Construction on the new city complex, in the best-case scenario, would begin in the summer and be completed by 2015, according to information provided by Mary Peters, the city's public information officer. In addition to City Hall, municipal courts and the Police Department, the complex would include some offices that had been housed at city facilities on Dick Fisher Drive.

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Fort Worth Star-Telegram (TX)
September 11, 2011

Tarrant water limits working better than expected - Region now using 8.5 percent less water, saving 337 million gallons every 10 days

Author/Byline: Susan Schrock and Bill Hanna; Staff writers Eva-Marie Ayala, Adrian McCandless, Nicholas Sakelaris and Gene Trainor contributed to this report, which includes material from the Star-Telegram archives

Most Tarrant County residents and businesses have apparently turned off the tap on days when they're not permitted to water their lawns and landscaping. The Tarrant Regional Water District, which provides raw water to most of the county, said water usage has dropped about 8.5 percent since twice-a-week watering restrictions took effect Aug. 29. That beat the goal of reducing consumption by 5 percent, said David Marshall, the district's engineering services director. "We saved about 337 million gallons" every 10 days, about a day's consumption previously, Marshall said. With high temperatures and precious little rainfall decimating the region's drinking water supply, the district imposed restrictions on the heaviest water usage -- irrigation -- and limited sprinkler use to two specific days a week. While most customers are following the widely publicized schedules, city officials around the county said citations have been issued to repeat violators. In Southlake, for example, more than 80 citations were issued in the past two weeks, they said. Those watering on their off-days are notified about the restrictions and given at least one warning before being issued a citation, which can cost up to \$2,000 per violation.

Arlington has investigated 173 reported violations but has issued only 27 notices of violation and one citation. "We have issued notices," said Julie Hunt, Arlington's water utilities director, adding that the city's daily water consumption has dropped 5 percent or more. "We figure most people [improperly watering] didn't get the word. Somehow they hadn't heard yet." Marshall said the district has "seen a dramatic drop" of 140 million to 340 million gallons a day on Mondays, when all commercial or residential irrigation is banned. On Tuesdays, when only commercial irrigation is allowed, daily usage has plummeted about 76 million gallons, to just over 400 million. But Wednesdays and Thursdays, which are residential usage days, have seen only a drop of about 2 percent, to around 480 million gallons a day. "Folks are watering what they need to water, but now they're doing it only two days a week," Marshall said.

Encouraging early numbers

In Fort Worth, Water Department officials are trying to educate residents rather than fining them or locking them out. Since the restrictions took effect, Fort Worth's water usage dropped about 14 percent, from 333.4 million to 287.9 million gallons a day. "Early numbers are encouraging, but we will continue to track it once hotter temperatures return" this week, department spokeswoman Mary Gugliuzza said. Fort Worth received 691 complaints of violations through its website and 275 complaints by phone. Most dealt with people watering on the wrong day of the week, Gugliuzza said. So far, she said, repeat violations have been reported at three addresses. In some instances, the city's own parks department watered at improper times, Gugliuzza said. But those have been addressed. "We've had conversations with them," she said.

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Gugliuzza couldn't give a breakdown of how many violations had been reported at parks and schools.

Northeast Tarrant cities

Southlake has been aggressively enforcing water restrictions since July 25, issuing more than 1,600 warnings and 298 citations. But some customers are continuing to violate the limits, and the city has issued 280 warnings and 83 citations for repeat offenders in one recent nine-day period, city spokeswoman Pilar Schank said. And the city itself suffered a lapse. Last week, a Southlake employee was disciplined for letting a sprinkler system run after 10 a.m. at the Department of Public Safety headquarters, where workers were installing a new irrigation controller.

Colleyville issued 130 warnings and four citations in the first week of Stage 1 restrictions, spokeswoman Mona Gandy said. Water consumption has gone down 22 percent since the restrictions took effect, Gandy said.

In Grapevine, water consumption has dropped 3 million to 4 million gallons a day, said Matt Singleton, public works director. Violators have gotten a knock on the door or a door hanger from the city staff as a warning, Singleton said. Grapevine hasn't issued any citations.

North Richland Hills hasn't issued any citations, either, said **Karen Bostic**, assistant city manager. However, the city has placed 129 door hangers to warn people that they are violating the restrictions. If they ignore the warnings, they could face citations, **Bostic** said.

Only one citation has been issued in Bedford, where city spokeswoman Mirenda McQuagge-Walden said warnings are typically issued for first offenses. Enforcement officers patrol Bedford to remind residents about water conservation measures, she said. Water use has dropped 20 percent since restrictions began, she added. "Most customers seem to understand the necessity to reduce water use," she said. "Most of the questions have been concerning clarification about watering by hand, drip irrigation and soaker hoses." No citations have been issued in Euless or Hurst.

Keller has seen a 5 to 15 percent drop in water use, said Greg Dickens, public works director. The city hasn't issued citations, but it has given out a few warnings, he said. Apartment complexes and businesses have been the main violators, he said. Many have simply forgotten to adjust the timers on their sprinkler systems. "After we have spoken with them, they have been more than willing to comply with the restrictions," Dickens said.

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Fort Worth Star-Telegram (TX)
February 25, 2011

Customer wins dispute over water bills

Author/Byline: Dave Lieber

You can't squeeze blood out of a turnip, and, usually, you can't convince your municipal water company that its meters are bad. Water departments are notoriously stubborn. Their culture is built around the idea that water meters are supposed to be about 99 percent accurate. But what about the other 1 percent? Usually, it's a duel between homeowner and water department. The homeowner swears on a stack of skyrocketing water bills that the family didn't use nearly that much water. The water department counters that there must be a leak. Homeowner hires a plumber. That bill is often very costly, whether there's a leak or not.

How do you get a water department to listen? The Watchdog met someone who figured it out. Carolyn Fobes could teach a class on how to fight - no, make that convince - city hall. She's a four-time cancer survivor who says: "I don't give up easily. I play to win." These days, that's an art all its own. Her first student could be Letha Wood of Fort Worth, who told me last week how her monthly water bill jumped from its usual \$50 to \$104, then to \$119, \$176, \$288 and \$329. She and her husband didn't figure out until months too late that they had a leak. The plumbing repair job cost \$2,200. Fort Worth reimbursed the couple some \$180 under its leak adjustment policy. (The city credits an account for 50 percent of the excess water use for up to two months based on historical usage.)

That was a difficult experience for Wood and her husband, both almost 90 years old. Fobes can relate. Her bill jumped from \$66 to \$194 in one month. Of course, she was told that she had a leak, too. "After paying \$800 to a national plumbing company, we were told we had no leak," she recalls. "We paid the water bill, even though we believed it to be erroneous." Then her bill spiked again from one month to the next - \$61 to \$195. Guess what the water department told her? This time, she visited the water department "in person," she says. She requested a bill adjustment. Denied. She put her request in writing and was again denied. She sent her protest to the mayor and public works director, too. Since the same thing had happened twice, she reasoned that either the equipment was faulty or her meter was misread.

Two months later, she received a robo-phone call announcing that her water was going to be turned off because she hadn't made her entire payment. She called the city manager's office and requested a meeting. She was referred to North Richland Hills Assistant City Manager **Karen Bostic** who - wait for it - took her seriously. **Bostic** recalls what happened: "She did a lot to help herself. She continued paying her current bill. ... She didn't get angry and say, 'I'm not paying a dime.' "It's easier to work with someone when you know there's no game playing. A number of people run into financial trouble and instead of calling the water department, they just stop paying bills. ... If they would just call when they start having financial problems, 99 percent of the time we're willing to work with them." The city allows for adjustments when there is evidence of a leak and receipts can prove that repairs were made. In Fobes' case, nobody knows what happened. That didn't stop her. **Bostic** said she was impressed by Fobes' tone: "She was

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very reasonable and logical. She had all her information at hand. She wasn't argumentative. ... I've had people who don't have all their ducks in a row."

Good water metaphor. That's how Fobes originally got my attention. She wrote me: "I'm getting hosed." Her clear presentation of her problem is impressive. "I was a journalism major in college," she says, "but have spent most of my life in accounting. Both professions require research and organization skills." Don't forget true grit. Fobes has that - and a victory. "My tenacity has paid off," she says.

Bostic totaled Fobes' water usage for six years, deducted the highest and lowest, calculated a four-year average, then deducted what had already been paid. (Kids, see why math is important?) The city cut almost \$200 from her bill, though officials still don't know what caused the spikes. **Bostic** called them "very odd." "All is right with the world," Fobes says.

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Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
August 30, 2010

North Richland Hills trimming expenses to balance budget

Author/Byline: Chris Vaughn

City officials, facing another year of bleak revenue projections, have recommended that the City Council eliminate six positions, freeze salaries and pass more healthcare costs on to employees to balance the 2010-11 budget. The council, at the Sept. 13 meeting, is also expected to adopt the same property tax rate, 57 cents per \$100 of assessed value, the 18th year in a row that number hasn't changed.

Despite the cutbacks that affected virtually every department, budget officers expressed relief that they had to cut only about \$1 million from the 2009-10 budget. They had predicted a more severe drop in property values than the 4 percent announced in July by the Tarrant Appraisal District. "Even though it's bad news, we're very, very happy that it wasn't as bad as we anticipated," Assistant City Manager **Karen Bostic** said.

City officials said they hope that the city's 65,000 residents won't notice the cuts since the 533 full-time city employees will bear most of them. The goal, they said, was to trim around the edges and not cut "core services," nor did they want to dip significantly into the reserve funds to make up the difference. "We made a conscious, specific effort not to touch the reserves," said Mark Mills, the budget director. "Mark [Hindman, the city manager] preaches to make changes you can live with from this point forward. The cuts must be sustainable long-term."

The proposed general fund amounts to \$37.35 million, roughly the same as the 2007-08 budget. City officials have had to make cuts three years running. The capital projects budget for 2010-11, which provides funding for streets, drainage projects and the like, comes in at \$33.3 million. The biggest dip in revenue will come from lower property valuations, about \$835,000 less in tax revenue this year. Sales taxes are expected to remain basically flat. Other revenue sources -- franchise fees, fines, facility rentals and ambulance charges -- are also expected to be down.

The city will make up about \$350,000 of the difference through ordinary department budget reductions. The city is also eliminating six positions, though only two are filled, and freezing salaries. Additionally, the city is cutting back programs shown on Citicable and hopes to eliminate \$100,000 in overtime, which primarily comes from the police, fire and water departments.

Although the city will continue to pay 80 percent of the healthcare premiums for employees, employees will have to shoulder higher deductibles and out-of-pocket expenses. Untouched by the downturn in revenue will be the city's new recreation center, which is slated for construction this fall. Money for that capital project is coming almost entirely from the tax-increment financing district in the HomeTown NRH area.

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Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
August 16, 2009

North Richland Hills avoiding deep cuts
Author/Byline: Chris Vaughn

*The city will leave core services alone in next year's budget, but employees will likely feel some effects.

City planners have arranged for a nip and a tuck here and there in the proposed 2009-10 budget but are confident that residents won't notice any changes in the core services of police, fire, streets and water. The city's tax rate of 57 cents per \$100 of assessed property value will also remain unchanged for the 17th year in a row. But the city does expect to use a new state law that allows a half-cent sales tax to be applied to gas and electric bills to help fund the Police Department. The people who will definitely notice the budget cuts are the 535 city employees, who will be making do with smaller pay raises and higher premiums and out-of-pocket expenses for health coverage. In addition, a few jobs will be eliminated, though no full-time employees will be laid off.

"I wish we didn't have to eliminate any positions, and I wish we could give a 4 percent pay raise," said **Karen Bostic**, assistant city manager in charge of finances. "But what we presented to the council is reasonable and reflects where we are with the economy. It's what we had to do to have a balanced budget."

Next year's operating budget, which is scheduled for a City Council vote in September, totals \$37.6 million, a decrease of 1.6 percent from the budget approved last year. But the city has essentially been living with that lower level of funding for some months now. This year's budget had to be tightened midyear when sales tax revenue and new home starts dropped severely. Sales tax revenue is down 9 percent this year, the lowest level in the city since 2006. Property values stayed essentially flat this year, and no one expects the residential construction industry to rebound in the next year, which also cuts deeply into revenue from permits. City leaders do not expect further declines or increases in revenue in 2009-10. "We're hoping we made the cuts where the citizens won't feel the impact," Mayor Oscar Trevino said. "We didn't cut into bone or anything that is going to hurt us in the long run."

Under the proposed budget, the cuts look like this:
The elimination of six full-time positions, including the city's webmaster, wellness coordinator and a building inspector. Four of the positions are vacant. The two affected employees will be moved to vacant positions. The city also wants to eliminate four part-time positions. The savings will be \$363,000.

The suspension of wage increases based on length of service and a maximum merit pay raise of 2 percent. The savings is estimated at \$848,000. A delay in buying new vehicles, computers and other big-cost items, which would save \$850,000. A reduction in overtime by \$74,000 and cuts of \$92,000 in the training and travel budget. The elimination of several community events,

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including the AARC Walk-a-Thon and Fido Fest, and the suspension of the autumn concerts in the parks and Discover Project Green. The city would also withdraw its support of two events with the Northeast Tarrant Chamber of Commerce. The savings are estimated at \$53,000.

City leaders did not make any substantial cuts in the police and fire departments, and the budget contains \$900,000 for street maintenance and \$25 million for major street overhauls. "We're continuing to spend money on street maintenance in and around the south side of town," Trevino said. "That is critical. Those are things the citizens see."

Budget highlights

Proposed tax rate: 57 cents per \$100 of assessed value, same as now. If a house is valued at \$100,000, the taxes would be \$570 a year, with no exemptions. No service cuts for residents are planned. However, several city-sponsored events have been canceled or suspended.

Inside City Hall, six full-time and four part-time positions will be eliminated, and employees will see higher deductibles, co-pays and premiums for health coverage. Employees will see merit pay increases capped at 2 percent instead of 4 percent and will receive no pay increase based on years of service. Ambulance fees will increase from \$500 to \$578.

Beginning in January, the city will collect a half-cent sales tax on gas and electric bills for use in the crime control district. That is expected to raise \$190,000. Sales taxes for the general fund and parks fund are already collected on utility bills.

Almost \$1.4 million will come to the city from the federal stimulus package. It will be spent on buying cleaner diesel vehicles, developing a trail, helping make low-income houses energy efficient and improving storm water drainage.

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[CB&A Note: Only the information relevant to **Karen R. Manila** is listed below.]

Fort Worth Star-Telegram (TX)
June 9, 2009

Area cities tighten belts in tough times

Author/Byline: Melody McDonald; Staff writers Chris Vaughn, Mike Lee and Susan Schrock and correspondent Robert Cadwallader contributed to this report.

*Municipalities are adjusting their budgets as tax collections and other revenue continue to slide

Call it the budget blues. City managers across North Texas have crunched the numbers, and the news is not good. Sales tax revenue is down. Building permits have dropped. Investment returns are lukewarm. Regionwide, cities are projecting significant budget shortfalls for the rest of the fiscal year and are working to compensate. Strategies include layoffs, turning off streetlights, cutting spending for libraries and eliminating pay raises. Here's a look at how some North Texas cities are faring in the down economy.

North Richland Hills

The third-most-populous city in Tarrant County projects \$1.2 million less in revenue this fiscal year, prompting officials several months ago to begin cost-cutting measures. The city, which has a \$38.9 million general fund, has delayed hiring, except for police and fire positions, and postponed several capital purchases such as vehicles and computers. The city also immediately reduced its travel and training budget and has worked to minimize overtime. "We try to avoid cutting anything that touches our citizens until later in the contingency plan," said **Karen Bostic**, assistant city manager in charge of finances. "We've already been able to achieve the \$1.2 million [in cuts], so unless something extreme happens, we don't think we'll need to make any major additional reductions." The city has been hit from three directions -- lower sales taxes, a precipitous drop in construction permits and losses in investment income. Specifically, the city is anticipating close to \$650,000 less in sales tax revenue and \$528,000 less in revenue from construction permits.

Internet – Newspaper Archives Searches
Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
January 18, 2009

Cities seeing lower revenue from sales tax

Author/Byline: Adrienne Nettles and Kevin Lyons

This report includes material from the Star-Telegram archives.

*The continued decline in sales tax revenue is starting to concern some Northeast Tarrant city officials.

Communities in Northeast Tarrant County are seeing less sales tax revenue, and officials say the nation's ailing economy, local business woes and a shorter holiday shopping season last year are to blame for the slump. A January report from the state comptroller's office shows a comparison of cities' sales tax collections in November 2007 and November 2008, the latest numbers available. And the numbers aren't good for many area cities. For the most part, local officials attribute the dips to the poor economy.

North Richland Hills

North Richland Hills, the largest city in Northeast Tarrant County, saw a decrease of about 13 percent in sales tax revenue for a number of reasons, Assistant City Manager **Karen Bostic** said. The city lost several businesses in 2007, including a Barnes & Noble, Broyhill Furniture, TGI Friday's, Bennigan's and Ryan's Family Steakhouse, she said. "Also, Thanksgiving fell later this year, and there were fewer shopping days in November," **Bostic** said. "I expect the December numbers to look better because that's when the bulk of Christmas shopping was done." When the economy gets tight, people tend to spend more at discount stores, which also helps sales tax receipts rebound, **Bostic** said. North Richland Hills is counting on shoppers to spend more at the city's two Wal-Marts, Target and Burlington Coat Factory. "These are stores that are a little more recession-proof," **Bostic** said.

Sales tax setbacks

Many Tarrant County cities saw a sharp decline in sales tax revenues. To check your city's information, visit www.window.state.tx.us and search for "local sales tax summary." The figures are based on sales in November 2008 compared with sales in November 2007:

Arlington: \$5.5 million, down 8.3 percent from \$6 million
Fort Worth: \$7.774 million, down 1.6 percent from \$7.90 million
Grapevine: \$2.378 million, down 13.7 percent from \$2.754 million
Hurst: \$1.119 million, down 4.9 percent from \$1.177 million
Keller: \$469,820, down 8.9 percent from \$515,952
Southlake: \$1.151 million, down 3.8 percent from \$1.197 million
Euless: \$846,072, down 15 percent from \$995,943
Bedford: \$635,667, down 13 percent from \$730,589
Colleyville: \$256,069, up 10.3 percent from \$232,022
Haltom City: \$578,549, down 4.9 percent from \$608,349
Flower Mound: \$692,696, up 35.9 percent from \$509,834

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North Richland Hills: \$895,295, down 12.9 percent from \$1.028 million
Richland Hills: \$101,795, down 28.2 percent from \$141,930
Watauga: \$298,329, down 0.73 percent from \$300,521
Westlake: \$906,656, up 175 percent from \$329,418

Internet – Newspaper Archives Searches
Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
June 27, 2006

City may use revenue from drilling for sales tax slump

Author/Byline: Sarah Bahari

Revenue from gas wells on city property could be used to offset lagging sales tax revenue, pay for one-time improvements and help attract and retain more businesses. The City Council voted unanimously Monday night to adopt guidelines that will help decide how to spend the money.

The city, which has a \$33 million annual budget, should not become over reliant on these revenues because it is not known how long the money will trickle in, Assistant City Manager **Karen Bostic** said.

Last year, North Richland Hills approved drilling in the Barnett Shale, the vast underground gas field beneath Tarrant and neighboring counties. The regulations were intended to allow drilling but also to protect residents from noise and eyesores. In May, the City Council cleared the way for drilling under four city parks.

Only one park, Fossil Creek, will be allowed to have a rig on the property. Gas deposits under the other parks — Northfield, Richfield and Linda Spurlock — will be reached through horizontal drilling.

Two companies, Four Sevens and the Harding Co., will initially pay the city about \$363,409 for mineral rights. After that, North Richland Hills will receive 25 percent of royalties. That money could take months or years to trickle in, and the amount depends on the productivity of the wells, Assistant City Manager Bo Bass said.

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Karen R. Manila
(Articles are in reverse chronological order)

[CB&A Note: Only the information relevant to **Karen R. Manila** is listed below.]

Dallas Morning News, The (TX)
December 3, 2004

NEWS BRIEFS

Author/Byline: Unknown

NORTH RICHLAND HILLS

Cable company wants to extend city contract

Charter Communications has requested renewal of its franchise agreement with North Richland Hills, which expires in 2007. The company provides cable TV and high-speed Internet for the majority of the city.

The city is soliciting public comments regarding the company's service and the community's cable-related needs.

Residents can make comments at the Dec. 13 council meeting. They can also submit feedback at the city's Web site at www.ci.north-richland-hills.tx.us. Mail comments to **Karen Bostic**, Managing Director, City of North Richland Hills, 7301 NE Loop 820, North Richland Hills, Texas 76180.

For information, call **Karen Bostic** at 817-427-6005.

Internet – Newspaper Archives Searches
Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
July 22, 2004

North Richland Hills studies options for senior tax freeze
Author/Byline: John Kirsch

Freezing city property taxes for older and disabled residents would cost North Richland Hills nearly \$5 million over six fiscal years if those who are eligible keep their current homestead exemptions, according to a city study. The study of five tax-break options comes as residents prepare to vote Sept. 11 on whether the city should approve the senior tax freeze. Mayor Oscar Trevino said the City Council will follow the outcome of the nonbinding resolution. Under the provision, city property tax bills for residents 65 and older and those with disabilities could not increase from current levels. The tax bill would increase only if a home has a major improvement. School property taxes are already frozen for seniors and the disabled.

The study, conducted by city staff members, examined the consequences of existing and proposed tax breaks for eligible taxpayers. Under the most costly option, the city would lose \$4.7 million over six years. That option includes approving the freeze and keeping the existing \$36,000 homestead exemption for seniors and the disabled. The city's current annual operating budget is \$31.1 million. The least expensive option -- adopting the freeze and repealing the exemption -- would cost the city \$1.5 million over six years, the study reports.

Under the homestead exemption, a senior or disabled taxpayer can deduct \$36,000 from the value of a home, reducing tax bills. That is in addition to the 15 percent exemption that all eligible North Richland Hills homeowners receive. About 3,000 taxpayers receive the \$36,000 senior and disabled homestead exemption, said **Karen Bostic**, city managing director of administrative and fiscal services.

Councilman Frank Metts, who opposes the freeze, said it could force cutbacks in city services. The better option would be to increase the homestead exemption, but Metts said he does not have a specific figure in mind. Councilwoman Nancy Bielik, who favors the tax freeze, said taxes from new subdivisions would help offset money lost because of the freeze. "It's not going to bankrupt us," Bielik said.

North Richland Hills is not alone in weighing the senior tax-break issue. Of the 42 taxing entities in Tarrant County, 12 have approved the freeze, according to the city study. The Haltom City Council adopted it July 12. Richland Hills is one city that is not considering the freeze. Officials in that city are considering increasing the senior homestead exemption from \$20,000 to \$30,000. About 20 percent of Richland Hills residents are 65 or older, and officials fear the freeze would cripple the city's finances. As of April, 18 Texas municipalities, nine counties and two junior college districts had adopted the freeze, according to the state comptroller's Web site. The freeze became an option after September when voters statewide approved a constitutional amendment.

City financial impact
Cost of tax-break options for elderly and disabled taxpayers in North Richland Hills:

Internet – Newspaper Archives Searches
Karen R. Manila
(Articles are in reverse chronological order)

Fiscal year 2003-04* 2004-05 2005-06 2006-07 2007-08 2008-09 6-year total Option 1 \$605,000
\$620,000 \$640,000 \$645,000 \$650,000 \$660,000 \$3.8 million Option 2 \$605,000 \$620,000
\$705,000 \$795,000 \$890,000 \$990,000 \$4.6 million Option 3 \$605,000 \$0 \$85,000 \$175,000
\$270,000 \$370,000 \$1.5 million Option 4 \$605,000 \$620,000 \$725,000 \$815,000 \$920,000 \$1
million \$4.7 million Option 5 \$605,000 \$620,000 \$695,000 \$740,000 \$780,000 \$830,000 \$4.2
million

Option 1: Do not adopt senior and disabled tax freeze, maintain existing \$36,000 homestead exemption for elderly and disabled.

Option 2: Adopt tax freeze in 2004 and repeal homestead exemption in 2005.

Option 3: Adopt freeze in 2004 and repeal exemption in 2004.

Option 4: Adopt freeze in 2004 and continue exemption.

Option 5: Increase exemption without adopting freeze.

*current fiscal year

Internet – Newspaper Archives Searches
Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
June 15, 2004

City to consider tax freeze later
Author/Byline: John Kirsch

Councilwoman Nancy Bielik's effort to force a City Council vote Monday on a senior tax freeze failed after the panel agreed to proceed with plans to discuss the issue later this month. Bielik, who favors the tax break, had asked City Manager Larry Cunningham to place it on Monday's regular meeting agenda for a possible vote. Instead, Cunningham put the item on the agenda for the informal work session, where no votes can be taken. Cunningham is in charge of putting together council agendas.

In a letter Wednesday to Bielik, Cunningham pointed out that the council agreed May 24 to discuss the freeze at its second meeting in June. Bielik was elected May 15 but had not been sworn in when the council reached that decision. A majority of the council informally agreed Monday to continue with that plan. Bielik said she was unhappy with the decision not to vote but would continue working for the tax break.

At the May 24 council meeting, the panel discussed calling a nonbinding election, or straw vote, on the freeze for Sept. 11 as a way to gauge public opinion. Opponents of the election, such as Bielik, say it is unnecessary. That, she said, is because most North Richland Hills voters made their views known by voting in September for a constitutional amendment giving cities and counties the option of enacting the tax freeze. Ten local cities, including Colleyville and Southlake, have approved the tax break since September. Under the change, the dollar amount of city property taxes for qualified taxpayers would not increase for those 65 and older or disabled. Backers of the freeze say it gives a needed break to older residents who have paid rising city property taxes for years.

North Richland Hills grants a \$36,000 homestead exemption each year to taxpayers 65 and older. Critics said they are afraid that the freeze would deprive the city of property tax revenue. **Karen Bostic**, who handles budget issues for the city, said Monday that she is gathering information for a report on the freeze's effect. She will deliver the report to the council June 29. The council was to meet June 28 but voted to move the meeting to June 29 because of scheduling conflicts.

Bielik replaced Joe Tolbert in the May 15 election. Jo Cox, who also backs the senior tax break, was elected to replace Scott Turnage.

Internet – Newspaper Archives Searches
Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
February 24, 2003

Few area cities show tax gains

Author/Byline: Ellena Morrison; Staff Writer Mike Lee and Correspondent Brenda Edwards
Bernet Contributed to This Report.

Grapevine posted record-breaking sales-tax revenues during the first quarter of its fiscal year, which officials say could help cushion possible economic setbacks later. Southlake and a few other communities also saw gains during the first quarter. But across the state and in other area communities, sales-tax revenues remained flat or declined. Statewide, December's sales-tax payments to communities, which were posted in February, fell by 3.5 percent compared with December 2001. December's numbers are key because they reflect holiday spending. The first quarter's receipts include sales in October, November and December. "We're not loosening the checkbook yet, but it's good news," Southlake Finance Director Sharen Elam said. In Southlake, sales-tax revenues rose 3.1 percent to \$907,364 in December 2002 from \$879,722 in 2001. City officials projected losses of \$500,000 during the current fiscal year, so even a small increase is good news. The City Council is scheduled to revise the budget in the spring, and any increase in sales taxes could be devoted to road improvements and other capital projects that have been delayed. Grapevine collected \$2.02 million in sales-tax revenues, up from \$1.74 million in December 2001 and \$1.81 million in 2000, according to the Texas comptroller's office.

Several new restaurants in Southlake and retailers such as Neiman Marcus, Casual Corner and Best Buy in Grapevine helped boost the two cities' sales-tax revenues. "We are on our way back," Grapevine Mayor William D. Tate said. "There are definitely some bright spots in Grapevine, but whether we can hold on to that increase is the question."

The growth is not enough to get excited about yet, said Patrick Fortner, spokesman for the state comptroller's office. "I wouldn't say it is statistically important yet," he said. "Any increase is good, but overall, it is statistically flat growth, which is what we have been seeing across the country."

The increases could be enough to offset some negative financial factors, such as the possibility of war in Iraq. Grapevine also had budgeted for five months of revenues from a new Wal-Mart, which is expected to open in November. "It's very good to see," Grapevine City Manager Roger Nelson said. "What we are doing this year is what, prior to Sept. 11, we thought we would do last year. It is coming back. But it is only three months out of 12."

In Hurst, sales-tax revenues are down slightly for the quarter, dropping to \$1.99 million from \$2.04 million in December 2001, according to the state comptroller's office. "Consumers are hunkering down and are not spending quite as much," Hurst City Manager Allan Weegar said. "If the trends continue, there could be a deficit. It's a concern to us because we are so heavily reliant on sales tax." Because sales-tax revenues could continue to drop, Weegar said, Hurst is not going ahead with buying some budgeted capital items, including computers, vehicles and

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equipment. City officials are also holding off on hiring employees for new and vacant positions, but no filled positions are being cut.

Other communities, such as Bedford, Colleyville and Fort Worth, also posted lower revenues than last year. North Richland Hills' sales-tax revenues dipped to \$1.44 million compared with \$1.63 million in December 2001. But the budget is conservative enough that the city should be able to weather the decline, said **Karen Bostic**, North Richland Hills' managing director. "We were down, but I think we were conservative enough that we are OK," she said. "If we have a couple of months as bad as December, we would definitely have to take action. But I anticipate sales will pick up."

Sales-tax receipts

Sales-tax revenue from the current fiscal year's first quarter, reflecting receipts from October, November and December. Dec. 2002/01 Jan. 2003/02 Feb. 2003/02

Arlington \$2.77m/\$4.75m \$2.65m/\$4.14m \$4.31m/ \$6.04m
Bedford \$607,491/\$659,289 \$569,279/\$602,620 \$912,485/\$1.09m
Colleyville \$147,784/\$161,152 \$128,774/\$147,801 \$261,234/\$306,508
Euless \$657,594/\$590,823 \$520,481/\$514,571 \$828,766/\$866,775
Flower Mound \$272,751/\$253,970 \$225,120/\$204,133 \$372,916/\$353,327
Fort Worth \$5.08m/\$5.10m \$5.10m/\$5.30m \$8.44m/\$8.73m
Grapevine \$1.13m/\$905,223 \$1.16m/\$1.12m \$2.02m/\$1.74m
Haltom City \$466,501/\$411,699 \$403,351/\$392,91 \$638,894/\$619,360
Hurst \$808,165/\$767,532 \$903,717/\$931,343 \$1.99m/\$2.04m
Keller \$258,518/\$273,457 \$250,336/\$216,527 \$425,097/\$415,992
N. Richland Hills \$880,092/\$1.38m \$925,212/\$863,535 \$1.44m/\$1.63m
Richland Hills \$106,802/\$167,429 \$97,321/\$125,520 \$125,965/\$122,947
Roanoke \$155,417/\$122,751 \$158,503/\$189,295 \$182,835/\$162,275
Southlake \$543,904/\$632,799 \$554,229/\$506,098 \$907,364/\$879,722
Trophy Club \$57,033/\$49,038 \$55,009/\$41,562 \$60,065/\$61,368
Watauga \$181,911/\$207,130 \$188,766/\$185,546 \$342,219/\$340,696
Westlake \$70,882/\$83,274 \$177,040/\$82,141 \$522,235/\$93,284

m - millions

SOURCE: state comptroller's office

Internet – Newspaper Archives Searches
Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
March 23, 2003

Newcomers to Texas get sales-tax sticker shock

Author/Byline: Gene Trainor

For many of you, New Hampshire is the place that holds the country's first presidential primary. But as a former resident of that great state, New Hampshire means majestic mountains, lots of snow and low taxes. In fact, the state has NO sales tax and NO income tax. How does New Hampshire do it? In part, because it sells wine and the harder stuff at state liquor stores. You can argue the merits of a state selling alcohol, but it sure is nice to pay only the price tag when you plunk a product down at a cash register. Merchants like it, too. Shoppers from across New England flock to New Hampshire to avoid sales taxes and to stock their liquor cabinets. The state sells its booze at bargain prices.

Of course, I had to move to Connecticut, where I paid an extra 6 percent for most products bought in that state. After that came Northeast Tarrant County, where the sales tax rate is 8.25 percent in most communities. Sure, there is no income tax in Texas, unlike in Connecticut. But that's not what crossed my mind after I collected my receipt from a sales clerk. As we newcomers get ready to file our federal income tax forms, it might be time to look at the sales tax. To an extent, we and our neighbors are responsible for the fact that we pay among the highest rates in the country.

The sales tax is the state's largest source of income. It gets a 6.25 percent cut from most purchases. Only six states have higher state sales-tax rates, according to figures from the National Taxpayers Union. Texas communities can then increase the sales tax another 2 percent, according to state law. The state has about 30 categories under which all or some communities can increase the rate. In Northeast Tarrant County, the most common additional sales taxes include: crime control (police), economic development, parks and recreation, general fund and a tax to reduce property taxes. Here's where we come in. Voters must approve the local rate increases, said Sheila Clancy, a spokeswoman for the Texas comptroller's office. The rates can last for a few years, or indefinitely.

This is not to say that we don't get benefits from the taxes. Police officers, emergency equipment, parks and general services all can come from these taxes. Our property taxes also would be a lot higher without them. In Euless, for example, a 1 percent tax approved in 1970 goes to the general fund; 0.5 percent goes to economic development, parks and the library; 0.25 percent goes to crime control; and 0.25 percent goes to lowering property taxes. The latter taxes were first approved in the 1990s, city spokeswoman Lori De La Cruz said.

In North Richland Hills, 1 percent goes to the general fund; 0.5 percent goes to parks, recreation and development; and 0.5 percent goes to crime control, said **Karen Bostic**, managing director of administrative and fiscal services for the city. In Southlake, 1 percent goes to the general fund, 0.5 percent goes to crime control and 0.5 percent goes to parks and recreation, city officials said. The 1 percent general-fund tax is a big deal. The tax is expected to generate about \$9 million for

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North Richland Hills this year, depending on the economy, said **Bostic**. The property tax, the city's largest source of income, is expected to generate \$9.14 million.

In Grapevine, which has a 7.25 percent tax rate, the 1 percent general-fund tax contributed \$14.9 million to the city's budget last fiscal year, compared with \$16.7 million for property taxes, said Gary Livingston, city budget manager.

There is a downside to shifting to sales taxes to reduce our property taxes. Unlike property and state income taxes, sales taxes cannot be deducted from our federal income taxes. U.S. Sen. Kay Bailey Hutchison, R-Texas, has filed a bill that would allow Americans to deduct sales taxes from their federal income taxes. The bill is co-sponsored by Sen. Maria Cantwell, D-Washington, whose state also has no income tax. Who knows whether Congress will pass it?

So there you have it. For a cheapskate like me (I prefer the term frugal), it helps to know where the money is going. Of course, we could just follow New Hampshire's lead and have the state sell booze. Or perhaps, given this is Texas, maybe barbecue?

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Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
September 10, 2002

N. Richland Hills keeps tax rate unchanged

Author/Byline: John Kirsch

The city tax rate of 57 cents per \$100 of assessed property value will remain unchanged for the fiscal year starting Oct. 1.

On Monday, the City Council voted 6-0 to adopt the budget and tax rate for fiscal 2003. The tax rate is composed of two parts: 32.94 cents to operate the city and 24.06 cents to pay off debt.

City officials have described the budget as a no-frills spending plan for the next fiscal year. The general fund, which pays for the city's daily operations, will be \$31.4 million, up from \$30.5 million. The total budget is \$79.7 million, up from \$75.3 million, said **Karen Bostic**, managing director of administrative and fiscal services. Reflecting security concerns since Sept. 11, the budget includes \$22,500 to install video cameras and metal detectors at the Municipal Court. City hiring has been frozen, and travel for city employees has been reduced.

WHAT IT MEANS TO YOU

With a tax rate of 57 cents per \$100 of assessed property value, the tax bill for the owner of an average-priced house with no exemptions would be \$684, up from \$618. The average value of a house in North Richland Hills is \$119,981, compared with \$108,341 last year.

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Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
August 26, 2002

New attraction to surface at NRH20
Author/Byline: John Kirsch

Family Water Park is planning a major addition to its list of attractions -- a \$2.5 million "treehouse" with slides, water cannons and other features designed to appeal to the whole family. Park manager Chris Swartz said the treehouse, scheduled to debut at the start of the 2004 season, is still being designed. It will be near the children's area, on the northeast side of the park. "The nice thing about the treehouse is that Mom and Dad can have as much fun ... as their kids," he said.

Water parks nationwide are adding the multilevel attractions, which resemble backyard treehouses, said Dave Bruschi, executive vice president of the World Waterpark Association in Lenexa, Kan. The attractions can draw more visitors and boost revenue, he said. They typically have water slides, bridges and water cannons. The largest ones have huge buckets that gradually pour 1,000 gallons of water on people frolicking below.

The NRH20 treehouse will cost \$2.5 million, the same as the Green Extreme, one of the park's most popular attractions, said **Karen Bostic**, managing director of administrative and fiscal services for North Richland Hills, which owns the park. Of that, \$2.25 million will be financed through certificates of obligation, or debt, issued by the city.

The rest will be drawn from NRH20's reserves, City Financial Director Larry Koonce said. Paying off the debt over 20 years will cost the city \$3.5 million. But officials hope to recoup that and more through increased park attendance, Koonce said. Other area water parks already have such treehouses.

Hook's Lagoon is one of the most popular attractions at Six Flags Hurricane Harbor in Arlington, publicity coordinator Melissa Pinkerton said. Competition with the Six Flags park is not a concern for NRH20 because it is marketed as a family attraction while Hurricane Harbor is aimed more at teens, said Anne Richardson, NRH20 marketing specialist.

Chisholm Aquatic Center in Hurst has a treehouse with water guns and slides, Deputy City Manager Allan Heindel said. But the facility was intended to fill a niche as a community aquatic center, not to compete with NRH20, Heindel said.

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Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
August 10, 2002

3 cities may raise senior tax breaks

Author/Byline: Ellen Schroeder; Staff writer Jessamy Brown contributed to this report.

Senior citizens in Euless, Haltom City and North Richland Hills may get larger property tax breaks this year. On Monday, the Haltom City council will discuss increasing the property tax exemption for people 65 and older to \$50,000 from \$40,000. The Euless City Council is scheduled to vote Tuesday on a \$5,000 increase to \$35,000. On Sept. 9, the North Richland Hills City Council will consider raising the exemption to \$36,000 from \$35,000. For North Richland Hills residents, the tax savings would be about \$205 a year, a \$6 increase from this fiscal year, if the home value is the same. In Euless, the \$35,000 exemption would save seniors \$174, an increase of \$24.86, said Loretta Getchell, director of fiscal and administrative services.

Figures for Haltom City were unavailable because staff members are working on the budget, Finance Director Pat Elfrink said. Mayor Calvin White requested that the City Council consider the higher exemption. "Seniors are really concerned about this because they don't have time to recover from a downturn in the market," White said.

Several council members said they do not want to act until they have seen a preliminary budget. The first public peek at the budget is scheduled for Aug. 23-24. "I don't have anything to base this on," Councilman John Williams said. "You don't start giving away money until you know what's coming in."

Councilman David Averitt said he favors increasing the exemption, depending on how it would affect the city's finances. "The average senior I've talked to, that hasn't been the highest priority. Some have said, 'Save the money and fix the streets,' " Averitt said. "Increasing it by another \$10,000 is not going to make that big a difference to the average senior citizen, just a few dollars a year. But anything they can save, I'm definitely in favor of that."

In Euless, 1,407 residents have applied for senior tax exemptions. The increased exemption would cost the city \$244,873, about \$35,000 more than this fiscal year. Getchell said tax bills could still increase, even with the extra exemption, depending on how much home values increase. Council members said the increase will probably be approved. "I believe everyone's for it," Mayor Pro Tem Carl Tyson said.

In North Richland Hills, granting exemptions to the 2,600 applicants would cost the city about \$521,000, \$15,000 more than last year. "We have managed the budget in such a way we can absorb it," said **Karen Bostic**, managing director of administrative and fiscal services. "We have had a lot of seniors interested in getting the tax reduced because property values have been increasing."

Budget crunches are keeping some communities from granting bigger tax breaks. In Richland Hills, where about a third of the 3,100 households qualify for the \$20,000 exemption, officials

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(Articles are in reverse chronological order)

are not considering an increase, City Manager James Quin said. Officials are concentrating on replacing about \$500,000 in annual sales tax revenue lost when Sam's Club closed on Baker Boulevard in 2000. The senior exemption costs the city about \$64,670 in annual property tax revenue, Quin said. "They would have to consider cutting services or people to offset the loss in revenue. Right now, \$64,000 is equivalent to a 5 percent tax increase or a corresponding cut in personnel or operating expenses," Quin said.

Lightening the load

Current senior-citizen tax exemptions:

- * Bedford: \$50,000
- * Colleyville: \$45,000
- * Euless: \$30,000
- * Grapevine: \$60,000
- * Haltom City: \$40,000
- * Hurst: \$35,000
- * Keller: \$40,000
- * North Richland Hills: \$35,000
- * Richland Hills: \$20,000
- * Southlake: \$75,000
- * Watauga: \$30,000

Internet – Newspaper Archives Searches
Karen R. Manila
(Articles are in reverse chronological order)

Fort Worth Star-Telegram (TX)
November 8, 2001

Cities still registering sales tax gains

Author/Byline: Gordon Dickson; Staff writers Ellena Fortner Morrison, John Kirsch, and Ellen Schroeder and correspondent Brenda Edwards contributed to this report.

Retail sales were surprisingly strong in September in Northeast Tarrant County, where communities had prepared for the worst after the Sept. 11 terrorist attacks temporarily brought cash registers to a standstill. Several cities, including Bedford, Keller, Southlake and Watauga, saw marked increases in sales tax revenue, according to figures released Wednesday by the Texas comptroller's office. Sales tax revenue in Tarrant County increased 2.7 percent in September compared with the same month a year ago. Year to date, municipalities in Tarrant County have received about \$252 million, up nearly 6 percent. Statewide, sales tax revenue increased 3.7 percent in September and 5.2 percent year to date. Some Northeast Tarrant communities felt the effects of a battered economy more than others.

Grapevine, which has experienced nearly nonstop double-digit growth for a decade, saw a 6.7 percent decline in sales tax revenue in September. But the city is way ahead of last year's record sales tax receipts, with \$14.9 million collected so far. That is a 13 percent increase from 2000. Still, Grapevine will postpone major cash purchases and nonessential expenses until the state of the economy becomes clearer, City Manager Roger Nelson said. "It's a little early," he said. "We've had only one month of reporting since the attacks. While we came out a lot better than we had prepared to be, we still don't know." Grapevine officials said they are unsure how much of the decline was caused by lost sales at Dallas/Fort Worth Airport, which was shut down for more than two days after the Sept. 11 attacks. Grapevine receives sales tax proceeds from D/FW because its terminals are in the city limits.

In Southlake, where sales tax proceeds make up 28 percent of the city budget, revenue is up 26 percent for the year and 16 percent in September. Officials say the increase comes from the continued boom in retail development, which includes new outlets such as The Container Store and Costco.

In Bedford, Administrative Services Director Beverly Queen said she is pleased by a 12 percent increase in sales tax revenue, but she declined to speculate on the reasons for the jump. The increase will not cause a spending spree because the City Council has already adopted the budget, she said.

Keller's sales tax revenue increased 22 percent, and Watauga's increased 17 percent in September. Watauga Finance Director Janina Jewell said the increase is not surprising. "For the last 14 years, our November receipts have been the highest for the calendar year," she said. September receipts of \$296,770 were 17 percent higher than the \$254,187 collected in September 2000. City revenue is up 43 percent for the year to \$2.4 million. "We did experience that 17 percent increase due mainly to the development along the [U.S.] 377 corridor," Jewell

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(Articles are in reverse chronological order)

said. A SuperTarget recently opened at Watauga Towne Crossing, joining about 30 other tenants on 42 acres.

In North Richland Hills, lower sales tax receipts for September are not a surprise to **Karen Bostic**, director of budget and research. "It was actually a better number than I had anticipated because of the terrorist attacks," she said. "Especially for the first several days after Sept. 11, people were not out at the shopping malls. That definitely had an impact on the number." **Bostic** said she had expected flat sales tax revenue for the fiscal year, so the lower figure will not have a major effect.

In Euless, which collects sales tax from some parking facilities, toll gates and vendors at D/FW Airport, revenue declined 5 percent in September. "We expected to be down, and actually we were quite pleased it was only a 5 percent decrease. Our rough calculations were as much as 10 percent," said Loretta Getchell, Euless director of fiscal and administrative services.

In Richland Hills, where sales tax revenue was down 15 percent in September, city officials blamed some of the decline on the loss of Sam's Club, which was the largest single tax source. Year to date, revenues are down 25 percent, or about \$567,000. "We prepared for it budgetary wise and reduced expenditures," City Manager Jim Quin said. "So far, the plan is working. It doesn't mean employees aren't working more with less, but we are working hard at marketing the city." With a new gas station moving in, Handley Ederville Road construction beginning and more houses being built, city officials hope to climb out of the red in a year. "We are going to be patient and try to market the city in a way that brings in quality development," Quin said. "I feel confident it will come soon."

Hurst, which had braced for the worst after Sept. 11 because it depends on sales tax, saw increases in sales tax revenue, of 4.8 percent in September and 17.6 percent for the year. The increases will bring in an extra \$1.8 million this year compared with 2000. City officials have credited the expansion of North East Mall, where several new stores, including Nordstrom and Foley's, have opened in recent months. They also cite the addition of The Shops at North East Mall.

Other cities that had an increase in sales tax revenue in September included Colleyville (0.75 percent) and Haslet (37 percent). Communities that experienced a decrease included Haltom City (4 percent) and Westlake (49 percent).

Dallas Morning News, The (TX)
August 24, 2001

City plans to maintain tax rate, expand services With values rising, most homeowners would have higher bills

Author/Byline: Jaime Jordan

A desire to increase services and a projection that sales taxes won't increase are spurring North Richland Hills to keep the tax rate at 57 cents. The city will have a public hearing on the proposal at 7 p.m. Monday in the council chambers, 7301 N.E. Loop 820 in North Richland Hills. Even though the city isn't raising the 57 cents per \$100 of valuation tax rate, which has been in place for nine consecutive years, many homeowners are likely to see an increase in their property tax bills, said **Karen Bostic**, North Richland Hills director of budget and research.

The average homeowner's taxes are expected to increase by about \$40.90, or 8.45 percent, compared with last year's taxes, she said. The increase would occur because many homes' tax valuations went up, she said. The city gained \$109 million in new construction revenue, along with the increase in home values, but the city also is projecting a flat sales tax return in 2002, she said.

The city could lower its tax rate to 53 cents and generate the same amount of revenue it generated last year, **Ms. Bostic** said. However, the city staff is recommending maintaining the 57-cent tax rate because of the city's need for services. "We have expanded programs, and just the continued demand for additional and improved services," she said. "At this point in time it was not feasible to decrease the tax rate because the economy's pretty flat right now. We can't depend on the sales tax to help us next year."

The city expects to generate about \$8.6 million in sales tax revenue next year, the same as the city projected in the budget for the current year, she said. "Our biggest challenge for the proposed budget is the fact that our sales tax is very weak," **Ms. Bostic** said. She said other possible hurdles are the slowing economy and construction on Rufe Snow Drive.

Council member Joe Tolbert agreed it would not be financially feasible to lower the city's tax rate. "Obviously, you go into public hearings not with your mind made up but listening to people," Mr. Tolbert said. "What they presented to us is a good, solid budget. What you have to remember about a city that's growing like us, we've got to keep funding the infrastructure for continued future growth. If we can do that and maintain the same tax rate, that's fantastic."

The new budget also sets aside \$50,000 for architectural and construction fees for the expansion of Dan Echols Senior Center, Mr. Tolbert said. "They're bursting at the seams," he said. "That's part of what I'm talking about with the growth." The proposed budget and tax rate will be voted on at the Sept. 10 council meeting, **Ms. Bostic** said.

Fort Worth Star-Telegram (TX)
April 29, 2001

QUESTIONS ARE RAISED ABOUT ANTI-CRIME TAXES SOME CITIES SHIFT MONEY ONCE USED FOR POLICE

Author/Byline: Ben Tinsley and Steve Stein; Staff writer Ellena Fortner contributed to this report.

Year after year, communities in Northeast Tarrant County have touted the benefits of crime control sales taxes to area voters. More police officers, better equipment and reduced response times were among the carrots that were dangled as voters went to the polls. The tax was meant to supplement money that was already being spent. For the most part, community leaders have followed through on their promises. But as revenue from the taxes pours in, some communities are shifting money in the general fund that was once spent on police to other departments. The shift in the general fund, which pays for most municipal services, raises questions about whether the tax is paying for more than police protection. "If money that would usually go to the police is being transferred to other areas, I would be in favor of looking into the idea of lowering the crime tax and giving the citizens a tax break," Hurst Councilman Richard Ward said. "I promise to look into this."

The questions come as voters in North Richland Hills and Watauga prepare to go to the polls Saturday to decide whether to renew half-cent crime control sales taxes. In North Richland Hills, the amount of general fund revenue that goes to the Police Department decreased to 27 percent this fiscal year from about 31 percent before the tax took effect in July 1996. Police vehicles that were covered by the general fund are now paid for through sales tax revenue at a cost of \$346,000. In Watauga, the amount of general fund money that goes to the Department of Public Safety, which also includes firefighters and emergency medical workers, declined to 31 percent this fiscal year from 37 percent in fiscal 1995-1996, before the tax took effect. Hurst voters approved a five-year half-cent tax in 1995 and renewed it for 10 years last year. During fiscal 1993-1994, about 34 percent of the general fund went to police. This fiscal year, the figure is 31 percent. In Colleyville, where a half-cent sales tax took effect in 1999, the amount of general fund money that goes to the Police Department decreased to 22 percent this fiscal year from 24 percent in fiscal 1998. Police Chief John M. Young said the difference is probably being disbursed to other departments. "I think that was the way it was spread out over the general fund," he said.

Hurst Police Chief Tim Wallace said, "The entire city is making use of that. It's given to the other departments, I am sure - salary benefits, capital, whatever they need it for." **Karen Bostic**, budget and research director for North Richland Hills, agreed. "There is no way to tell you specifically where the money would have gone," she said. "It would have gone to fund all other programs in the general fund."

Some municipal officials defend the practice. Without the shift, needed services would have to be eliminated, or property tax rates would have to increase, they say. "Although not the exclusive reason, it is safe to say that it has been much easier for the city of Watauga to reduce its tax rate

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(Articles are in reverse chronological order)

each of the last five years as a result of the crime control district sales tax proceeds," City Manager Dale Cheatham said. Some communities have been careful not to shift money. Euless officials said about 34 percent of the general fund still goes to police, as it did before a quarter-cent crime control sales tax was approved in 1995. "Our decision was to limit the number of personnel paid for out of this fund if voters for some reason chose not to renew it," Deputy City Manager Gary McKamie said. In Haltom City, the amount of general fund revenue that goes to police increased to 39 percent in fiscal 2000-2001 from 37 percent in fiscal 1994-1995, when the crime tax was not in effect, interim City Manager Patrick Elfrink said.

In March 1995, Fort Worth became the first community in Texas to approve a crime control sales tax after the state Legislature allowed such elections. Fifty-nine percent of voters approved the sales tax, which stunned some experts because the proposal had been divisive. Opponents were concerned that the city would use the revenue in a shell game that sent funds to programs unrelated to crime control. The idea swept across Northeast Tarrant County. Voters in Euless, Haltom City and Hurst overwhelmingly approved crime control sales taxes in 1995. North Richland Hills and Watauga followed in 1996. Southlake approved a tax the next year. Colleyville joined the group in 1999.

The bandwagon stopped in Keller. In March 1999, voters defeated a half-cent sales tax increase for crime control by a 3-to-1 ratio. Some observers said residents questioned the amount of money proposed for the school program Drug Abuse Resistance Education and doubted whether it was effective. Even if some money might have been shifted in North Richland Hills, the \$17.8 million generated by the sales tax since 1996 has increased the money available for police protection, according to city figures. Eighteen patrol officers, three school resource officers and five civilian officers were hired largely because of the tax. Losing the tax would be damaging, officials say.

"It would not be good," said **Bostic**, the city budget and research director. "We have not sat down at this point to honestly see what would happen. We would have to consider how to reallocate revenues, come up with a way to cover expenditures."

So voters will go to the polls with questions to ponder, said Allan Saxe, a political science professor at the University of Texas at Arlington. "On the purely superficial level, you have to hope the money goes where it's earmarked to go," he said. "It's a matter of public trust. But this seems to be more open-ended than other earmarked proposals. "It's a hard question."

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Karen R. Manila
(Articles are in reverse chronological order)

Dallas Morning News, The (TX)
April 2, 2000

Tax-free holiday welcomed - Area cities agree to 2nd annual sales-tax holiday

Author/Byline: Jennifer Packer; Staff writers Kendall Anderson, Tiara M. Ellis, Lee Graham and Lee Powell contributed to this report.

For the second consecutive year, back-to-school shoppers who frequent northeast Tarrant retail stores will be able to take a three-day vacation from sales taxes this summer. As of Friday - the deadline for cities to give notice if they planned to opt out of the tax-free holiday - municipalities across the area had given the thumbs-up to the annual state exemption. The shopping holiday was mandatory last year, when it was first approved by the state Legislature.

During the first weekend of August, consumers will not have to pay city or state sales tax on clothing and footwear priced less than \$100. Shoppers across the state spent \$400 million on exempted merchandise that weekend in 1999, saving \$32.6 million on the state's 6.25 percent sales tax and as much as 2 percent on city sales tax.

Officials in several northeast Tarrant cities said the good will generated by the tax break is worth the revenue losses, at least for now. "While the economy is going very well and sales are growing, and everything is looking very rosy, we will participate in it," Hurst City Manager Allan Weegar said. Hurst, home to North East Mall, took perhaps the area's greatest loss in sales tax revenues during the tax-free holiday last year - \$74,000. The mall generates 70 percent of the city's sales tax.

North Richland Hills logged sales tax losses of roughly \$33,000 during that weekend but reported an almost 7 percent overall gain in sales tax revenue for the month of August, said the city's budget and research director, **Karen Bostic**. "People's perception is that 'we're getting a great deal,' so they end up paying more than they normally would," she said.

Unlike most area cities, which agreed to participate by not putting the item up for a City Council vote, the North Richland Hills council considered the item briefly during a meeting last week. The vote to participate was unanimous. "It's an issue worthy of consideration," North Richland Hills Assistant City Manager Steve Norwood said. "Rather than us making an assumption, we thought, let's put it before the public."

The decision was easier for much smaller cities, such as Roanoke, population 3,000, which derives little revenue from retail shopping. "We just don't have many clothing vendors, apart from a resale shop," Roanoke City Manager Jimmy Stathatos said. Eulless lost about \$5,000 in sales tax, city officials said. In tiny Westlake, home to about 200 people, city officials haven't discussed the matter and will participate in the sales tax holiday by default.

Colleyville City Manager Bob Stripling said his council discussed the issue last year and decided that opting out of the tax holiday would hurt local merchants by driving consumers to neighboring cities that offer the buying incentive. Officials in several other cities echoed a

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(Articles are in reverse chronological order)

similar rationale. "When all the other cities in Texas are observing the holiday, I think it's appropriate for us to go along with it," Hurst City Council member Anna Holzer said. Added Keller City Manager Lyle Dresher, "We have little choice but to recognize the holiday."

At North East Mall, Stride Rite Bootery manager Bill Craig reacted with a mix of jubilation and alarm at news that Hurst would again participate in the holiday. During the tax-free weekend last year, he was working at the company's store in The Parks at Arlington. "If you'd have been a merchant during that time, you went home frazzled and blitzed," said Mr. Craig, recalling the frenzy of activity that netted the Arlington store three days of record-breaking sales. "But in the end, when you get a chance to replenish your brain cells, you look back and say, "Wow, that was a lot of sales.' "

The Burlington Coat Factory store in Grapevine Mills mall is already planning to increase the number of clerks working during that weekend, store manager Steve Bitting said. The extra 30 employees on hand last year weren't enough, he said.

Research Compiled by: Lynelle Klein
 Colin Baenziger & Associates

Appendix D

***St. Johns County, FL Resolution Thanking
CB&A for Its Outstanding Service***

RESOLUTION NO. 2007-23

**A RESOLUTION OF THE COUNTY COMMISSION
OF ST. JOHNS COUNTY, FLORIDA, THANKING
COLIN BAENZIGER & ASSOCIATES FOR ITS
OUTSTANDING EFFORTS IN CONDUCTING THE
EXECUTIVE SEARCH FOR THE COUNTY'S NEW
ADMINISTRATOR; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, St. Johns County retained Colin Baenziger & Associates (CB&A) to identify and recommend strong candidates to be the County Administrator;

WHEREAS, CB&A's staff worked diligently to find and produce excellent candidates, and then provided the County Commission with comprehensive materials concerning the candidates' aptitude, experience, background, complete and thorough interviews, references, extensive checks of criminal, civil and financial history, verification of employment and education, and exhaustive reviews of Internet and newspaper archives of these candidates; and

WHEREAS, CB&A's process was completely open, fair and unbiased and was extremely well received by the County Commission, county staff, the press, and the public; and

WHEREAS, the County Commission wishes to express its gratitude to Colin Baenziger & Associates for its efforts on behalf of the county;

**NOW BE IT THEREFORE RESOLVED BY THE COUNTY COMMISSION OF
ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:**

Section 1: Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

Section 2: Acknowledgement. The County Commission wishes to express its sincere appreciation and gratitude to Colin Baenziger & Associates for its outstanding work and effort in assisting the county in finding its County Administrator.

Section 3: Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of August, 2007.

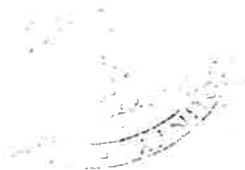
ATTEST: Cheryl Strickland, Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: Pam Halterman
Deputy Clerk

By: Ben Rich
Ben Rich, Chairman

Rendition Date: 8/23/07



Appendix E

Comments from Dale Martin on CB&A's Vetting Process

Fernandina Observer™

A JOURNAL OF NEWS AND OPINION

Weekly comments from Dale Martin

By Dale Martin, City Manager, City of Fernandina Beach
March 18, 2016 1:00 a.m.

The vetting process employed by Mr. Colin Baenziger following my application to the City of Fernandina Beach was the most thorough review of my career, credentials, and references that I have ever experienced. In the months leading to my appointment here, I was interviewed in several other communities for similar City Manager positions. Despite getting to the interview stage in those communities, none of my references ever indicated to me that they had been contacted. As part of the selection process here, I was required to provide an exhaustive list of references, some very specific, such as my current Town Attorney, auditor, Chamber of Commerce, etc. To the best of my knowledge, every single reference provided was contacted.

The historic information provided to the City Commission for each candidate was extensive. Reading through the older newspaper articles rekindled so many memories- the personalities and issues from earlier days illustrate some peaks and valleys over the past twenty years. It has been a wonderful ride.

Note: Mr. Martin reminisces about his career for the remainder of the article. The full article can be found at:

<http://fernandinaobserver.com/2016/03/18/weekly-comments-from-dale-martin-5/#more-65218>

BID NUMBER: P-3-25-19

REFERENCE CHECK

BID NAME: Consultant to Perform Executive Recruiting

VENDOR NAME: City of Sebastian

Reference Check Company Name: Baenziger, Krim & Associates DBA Collin Baenziger & Associates

What specific services does this company perform for your company? Please provide as much detail about the project as possible.

Most recently conducted Executive Search Services for the Selection of the City Attorney in 2023.

Was the company's performance satisfactory?

Yes

Did the company keep to a set schedule and execute projects in a timely manner? If not, how long of a delay(s) was incurred and what were the reasons for the delay(s)?

Yes

Did the company have sufficient resources (e.g., staff, equipment, etc.) to fulfill their contractual requirements?

Yes

Was your company satisfied with the personnel that were assigned to your company? Did the company make the appropriate efforts to assure quality, knowledgeable personnel are assigned as required?

Yes and Yes

Do you know if your company experienced any invoicing problems?

None that I am aware of

Was your company aware of any issues regarding the payments of employees' salaries?

None that I am aware of

How responsive and effective was the company in resolving any disputes that may have developed with staff?

This company is very responsive and works well to address any areas of concern that come up.

Additional Comments:

Would you consider hiring this company again?



Yes



No

Name: Brian Benton

Date: 05/12/2025

BID NUMBER: RFP-3-25-19

REFERENCE CHECK

BID NAME: Consultant to Perform Executive Recruiting

VENDOR NAME: Colin Baenziger & Associates

Reference Check Company Name: Miami-Dade Water and Sewer Department

What specific services does this company perform for your company? Please provide as much detail about the project as possible. Hiring Services for a Deputy Director role for Miami-Dade County Gov't

Was the company's performance satisfactory? Yes, identified 6 eligible candidates.

Did the company keep to a set schedule and execute projects in a timely manner? If not, how long of a delay(s) was incurred and what were the reasons for the delay(s)? Yes. The first selected candidate ultimately chose to not relocate to Miami. Collin's team stayed dedicated to working with the next well-qualified candidate to meet Miami-Dade's needs.

Did the company have sufficient resources (e.g., staff, equipment, etc.) to fulfill their contractual requirements? Yes. Collin dedicated a project manager and associates dedicated to meeting Miami-Dade's hiring needs.

Was your company satisfied with the personnel that were assigned to your company? Did the company make the appropriate efforts to assure quality, knowledgeable personnel are assigned as required? Yes, staff was well versed in the utility industry. The position solicitation consisted of a thorough job description and overview of the department and Miami-Dade area. The solicitation included several industry websites to achieve national attention. After shortlisting well-qualified resumes, Collin ensured the candidates provided a resume, career history and thorough reference check.

Do you know if your company experienced any invoicing problems? No

Was your company aware of any issues regarding the payments of employees' salaries? No

How responsive and effective was the company in resolving any disputes that may have developed with staff? Very responsive.

Additional Comments:

Would you consider hiring this company again?

Yes No

Name: Roy Conley

Date: 05/12/2025



Consultant for Executive Recruiting

RFP - 3-25-19

SELECTION COMMITTEE CONSOLIDATED EVALUATION SCORESHEET

Any questions regarding the content of this notice should be directed to Kathy Wall at (321) 637-5337

MEETING DATE: May 12, 2025 @ 1:00 PM

POSTING DATE: May 12, 2025 THROUGH: May 19, 2025 @ 5:00pm

POSTED BY: Kathy Wall

▼ Committee Member ▼		Collin Baenziger & Associates	DM&A	Rafelis
Chairman Feltner		1	2	2
Melissa Powers		1	3	2
Morris Richardson		1	3	2
TOTAL POINTS		3	8	6
RANKING		1	3	2

*** Motion by Chairman Feltner, second by Melissa Powers to negotiate the terms of a professional services contract with the highest-ranked firm, Collin Baenziger & Associates, and bring the recommendation to the Board of County Commissioners on May 20, 2025.

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

SC

Board Meeting Date

5/20/25

Item Number: I. 2.

Motion By: KD

Second By: TA

Nay By: _____

Commissioner	DISTRICT	AYE	NAY
Commissioner Delaney	1	✓	
Vice Chair Goodson	2	✓	
Commissioner Adkinson	3	✓	
Commissioner Altman	5	✓	
Chairman Feltner	4	✓	