



FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Town Hall
11408 Municipal Center Drive

AGENDA
January 26, 2023
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. January 12, 2023**
- IV. Mayor's Report**
 - A. Proclamation for the Farragut Christmas Parade Committee**
- V. Business Items**
 - A. Approval of a Professional Services Agreement with Raftelis Financial Consultants, Inc. for strategic planning services**
- VI. Town Administrator's Report**
- VII. Town Attorney's Report**
- VIII. Citizens Forum**

This meeting can be viewed live on the Farragut YouTube Channel and the Town of Farragut website www.townoffarragut.org/livestream.
The meeting will be held at the Farragut Town Hall, 11408 Municipal Center Drive

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057 |
WWW.TOWNOFFARRAGUT.ORG

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, natural origin, gender, gender identity, sexual orientation, age, religion, disability or veteran status pursuant to Title VI of the Civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting

The Board of Mayor and Aldermen welcomes and invites Farragut residents to participate in public meetings.

At the end of each business meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Recorder or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given five (5) minutes to speak on his/her topic.

During the regular agenda portion of the meeting there may be an allowance for public comment for each agenda item. The Mayor may recognize individuals for public comment based on the following guidelines.

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment;
2. Any Farragut resident interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn in to the Town Recorder or a staff member;
3. Speakers shall come to the podium and identify themselves by name and street address;
4. Public comment shall be limited to five (5) minutes per individual. Time for public comment may be amended at the discretion of the Mayor. Time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy; each speaker should have their own original viewpoint;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose issues or measures, but the motives of those with differing views shall not be questioned or attacked;
8. Personal attacks and malicious comments shall not be tolerated;
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The five (5) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.



FARRAGUT BOARD OF MAYOR AND ALDERMEN
Farragut Town Hall
11408 Municipal Center Drive

AGENDA
January 12, 2023

WORKSHOP
5:15 PM
Tourism Strategic Plan

BEER BOARD
5:55 PM

BMA MEETING
6:00 PM

- I. Roll Call**
- II. Approval of Agenda**
- III. Approval of Minutes**
 - A. December 8, 2022**
- IV. Mayor's Report**
 - A. Founder's Week Proclamation**
- V. Ordinances**
 - A. Public Notice and Second Reading**
 - 1. **Ordinance 22-12**, an ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 2., Definitions., to define Ballfield, and Chapter 4., General Provisions and Exceptions, Section XIII., Outdoor Site Lighting, Subsection A., to clarify street lighting provisions, establish where ballfield lighting may be provided, and prohibit lighting that would be a nuisance due to uncontrolled glare on any adjacent properties, rights-of-ways, access easements, or driveways (Farragut Neighborhood Preservation Partnership, Applicant)

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2. **Ordinance 22-17**, Ordinance to amend the Equipment Fund FY23 Budget, passed by Ordinance 22-09

VI. Business Items

- A. Approval of Resolution R-2023-01, Appointment of Municipal Judge
- B. Approval of purchase for Town Hall Park Restroom through Sourcewell Cooperative Purchasing
- C. Approval of Professional Services agreement from LDA Engineering, Inc. for a study to determine options to extend Turkey Creek Greenway, Brixworth Subdivision to Virtue Road.
- D. Approval of Contract with Tennessee Department of Transportation for Development of Project to Reconstruct Interchange at I-40/75 and Campbell Station Road
- E. Approval of Program Change Request in Tourism Department

VII. Town Administrator's Report

VIII. Town Attorney's Report

IX. Citizens Forum

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not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.

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BMA MEETING MINUTES

January 12, 2023

WORKSHOP

Tourism Strategic Plan

Trevor Hobbs, Assistant to the Town Administrator, presented an overview and plan for the Tourism Strategic Plan for the Tourism Department.

BMA MEETING

Roll Call

Mayor Williams called the meeting to order at 6:00 PM. Roll Call for attendance: Alderman Burnette, present; present; Alderman White, present; Mayor Williams, present; in addition to staff and members of the press. Aldermen Meyer and Povlin were absent.

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Alderman White, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, and White; no nays; Aldermen Meyer and Povlin were absent, motion passed.

Approval of Minutes

Motion was made to approve the minutes of December 8, 2022, as presented. Moved by Alderman White, seconded by Alderman Burnette; voting yes; Mayor Williams, Aldermen Burnette, and White; no nays; Aldermen Meyer and Povlin were absent, motion passed.

Mayor's Report

Founder's Week Proclamation

Ordinances

Public Notice and Second Reading

Ordinance 22-12, an ordinance to amend the Farragut Municipal Code, Appendix A., Zoning, Chapter 2., Definitions., to define Ballfield, and Chapter 4., General Provisions and Exceptions, Section XIII., Outdoor Site Lighting, Subsection A., to clarify street lighting provisions, establish where ballfield lighting may be provided, and prohibit lighting that would be a nuisance due to uncontrolled glare on any adjacent properties, rights-of-ways, access easements, or driveways (Farragut Neighborhood Preservation Partnership, Applicant)

Motion was made to approve Ordinance 22-12 on second and final reading. Moved by Alderman Burnette, seconded by Mayor Williams. Jeanne Brykalski, Crestview Road, presented comments concerning the ordinance. Roll Call Vote: Alderman Burnette, yes; Alderman White, no; Mayor Williams, yes; Meyer and Povlin were absent, Motion passed.

Ordinance 22-17, Ordinance to amend the Equipment Fund FY23 Budget, passed by Ordinance 22-09

Motion was made to approve Ordinance 22-12 on second and final reading. Moved by Alderman White, seconded by Alderman Burnette. Roll Call Vote: Alderman Burnette, yes; Alderman White, yes; Mayor Williams, yes; Meyer and Povlin were absent, Motion passed.

Business Items

Approval of Resolution R-2023-01, Appointment of Municipal Judge

Motion was made to approve Resolution R-2023-01, Re-Appointing Keith Alley as Municipal Judge. Moved by Alderman Burnette, seconded by Alderman White; voting yes; Mayor Williams, Alderman Burnette, and White; no nays; Alderman Meyer and Povlin were absent, motion passed.

Approval of purchase for Town Hall Park Restroom through Sourcewell Cooperative Purchasing

Motion was made to purchase a Prefab Restroom Building from Public Restroom Company through Sourcewell Co-Op purchasing, in the amount of \$189,755. Moved by Alderman White, seconded by Alderman Burnette; voting yes; Mayor Williams, Alderman Burnette, and White; no nays; Alderman Meyer and Povlin were absent, motion passed.

Approval of Professional Services agreement from LDA Engineering, Inc. for a study to determine options to extend Turkey Creek Greenway, Brixworth Subdivision to Virtue Road.

Motion was made to approve a Professional Services Agreement with LDA Engineering, Inc. for a study to determine options to extend the Turkey Creek Greenway, from Brixworth to Virtue Road, in the amount of \$23,000. Moved by Alderman Burnette, seconded by Mayor Williams; voting yes; Mayor Williams, Alderman Burnette, and White; no nays; Alderman Meyer and Povlin were absent, motion passed.

Approval of Contract with Tennessee Department of Transportation for Development of Project to Reconstruct Interchange at I-40/75 and Campbell Station Road

Motion was made to approve the contract with the Tennessee Department of Transportation for the development of the project to reconstruct the interchange at I-40/75 at Campbell Station Road. Moved by Alderman Burnette, seconded by Alderman White; voting yes; Mayor Williams, Alderman Burnette, and White; no nays; Alderman Meyer and Povlin were absent, motion passed.

Approval of Program Change Request in Tourism Department

Motion was made to approve the Program Coordinator position from Part-time to full-time and add a temporary, part-time, grant related Tourism Assistant in the Tourism Department. Moved by Alderman Burnette, seconded by Alderman White; voting yes; Mayor Williams, Alderman Burnette, and White; no nays; Alderman Meyer and Povlin were absent, motion passed.

Town Administrator's Report

David Smaok, Town Administrator, reported the following:

Farragut Board of Mayor and Aldermen

January 12, 2023

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- Farragut Business Alliance Heath & Wellness Expo-Saturday, January 14 at the Farragut Community Center from 10:00 am – 3:00 pm.
- Town Hall will be closed Monday, January 16 in observance of Martin Luther King, Jr Day.

Meeting adjourned at 7:06 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER V, A.

MEETING DATE January 26, 2023

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Approval of a Professional Services Agreement with Raftelis Financial Consultants, Inc. for Strategic Planning Services

INTRODUCTION: The purpose of this agenda item is to approve an agreement with Raftelis Financial Consultants, Inc. for Strategic Planning Services for the Town of Farragut.

BACKGROUND: The Town of Farragut last had a major update of its strategic plan in 2017. Since 2017, the Town has elected three new board members and has accomplished many of the goals and objectives that were approved as part of the original plan. Updating our strategic plan will give our citizens, businesses and town staff a clear picture of the future vision, mission and goals that our Town desires to accomplish over the next several years and will allow us to prioritize funding of our operations and projects through the budget process.

DISCUSSION: The Town received three Request for Qualification responses for strategic planning services and selected Raftelis Financial Consultants, Inc. as the most responsive firm. Raftelis merged with the Novak Consulting Group in 2020 and Julia Novak facilitated the Town's most recent strategic plan update in 2017. The scope of work includes initial meetings with the Board of Mayor and Aldermen and the Town's senior management team to identify our current initiatives. Next there will be community outreach via public forums and online community engagement to help facilitate and develop further strategic priorities. Finally, a board retreat will be held to identify the future direction for the Town after reviewing all the community input received. The total contract will be for a not to exceed amount of \$54,500 and will be completed by May 31, 2023.

FINANCIAL SECTION:

Line Item: General Fund: Administration – 110-41340-2540

<u>Total Budget</u>	<u>Current Expenditures</u>	<u>Encumbrances to Date</u>	<u>Remaining Amount</u>
<u>\$70,500</u>	<u>\$54,500</u>	<u>\$15,000</u>	<u>\$1,000</u>

Approved By: 

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve the professional services agreement with Raftelis Financial Consultants, Inc. for strategic planning services for a not to exceed amount of \$54,500.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>WHITE</u>	<u>MEYER</u>	<u>POVLIN</u>	<u>BURNETTE</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Contract**") is made and entered into the 26th day of January 2023 by and between the TOWN OF FARRAGUT, TENNESSEE, a municipal corporation, (herein the "**Town**") and Raftelis Financial Consultants, Inc., a Tennessee corporation (herein the "**Contractor**").

WITNESSETH:

WHEREAS, the TOWN desires to contract with a provider for the development of a strategic plan (herein the "**Contract Items**"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into the Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. **SCOPE OF CONTRACT**

Upon receiving authorization to proceed from the Town, Contractor shall proceed in assisting the Town through the process of developing a strategic plan as outlined in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter referred to as "Services"). Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

2. **TERM**

Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables on or before May 31, 2023, in accordance with the Project Schedule attached as **Exhibit A** to this agreement. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Town and Contractor before beginning work.

3. **COMPENSATION**

Town shall compensate Contractor for the Basic Services as follows: A not to exceed fee of \$54,500, payable in monthly installments based on the percentage of work completed each billing period, including reimbursable expenses.

4. **INVOICING AND PAYMENTS**

All invoices received by the Town are payable within thirty (30) days from receipt, provided they have first been approved by the Town department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The Town reserves the right to partially pay any invoice submitted by the Contractor when requested to do so by the Town department that is the beneficiary of the Contract Items. All invoices shall be directed to the Town Administrator, Town of Farragut, 11408 Municipal Center Drive, Farragut, TN 37934. In the event any Contract Items are deemed unacceptable, the Town's representative shall notify the Contractor of the deficiencies in writing and the Town may withhold payment until the deficiencies are corrected to the satisfaction of the Town, such determination to be made in the sole and absolute discretion of the Town.

5. **INDEPENDENT CONTRACTOR**

The Contractor will be an independent contractor and is responsible for its work and is not the agent of the Town in performing the Services.

6. **PERSONNEL AND APPROVAL OF SUBCONTRACTORS**

The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the Services under this contract. Such personnel shall not be employees of the Town nor shall such personnel have been employees of the Town during any time within the twelve-month period immediately prior to the date of the contract. None of the work or Services to be performed under this contract by the Contractor shall be subcontracted without the prior written approval of the Town. If such subcontracting is authorized as herein provided, all subcontract documents shall be submitted to the Town for review and approval prior to the execution of such subcontract. Further, if requested by the Town, the Contractor shall provide the Town with such documentation as the Town shall require regarding the method the Contractor used in selecting its subcontractor.

7. **ADDITIONAL SERVICES**

In the event the Town requests that the Contractor perform additional services and/or furnish additional products not covered by this Contract, the Contractor shall perform such additional services after the Town and the Contractor enter into an equitable agreement regarding the additional services and/or products.

8. **NOTICE TO PROCEED**

The Contractor shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed by the Town.

9. **REPORTS AND INFORMATION**

At such times and in such forms as the Town may require, there shall be furnished to the Town such statements, records, reports, data and information, as the Town may request pertaining to matters covered in this Contract. Unless authorized by the

Town, the Contractor will not release any information concerning the work product including any other documents prepared pursuant to this Contract until the final product is submitted to the Town. Contractor agrees that all reports, studies, specifications, compilations and other data prepared by or for it under the terms of this contract ("Deliverables") shall be delivered to, become and remain the property of the Town upon termination or completion of the Services. The Town shall have the right to reuse or modify same without restriction or limitation and without additional compensation to the Contractor other than as provided for in this contract; provided however, any reuse or modification of the Deliverables shall be at the sole risk to the Town. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Town with respect to all matters covered by this Contract. Except as otherwise authorized by the Town, such records shall be maintained for a period of three (3) years after receipt of final payment under this Contract.

10. CONFLICT OF INTEREST

The Contractor declares that neither the Mayor, nor any Aldermen, nor any other Town official or employee holds a direct or indirect interest in this Contract. The Contractor pledges that it will notify the Town in writing should any Town official become either directly or indirectly interested in the Contract. The Contractor declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Town, or to pay anyone else for the benefit of any official or employee of the Town any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Town or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

11. COMPLIANCE WITH LAWS

The Contractor agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances and regulations in any manner affecting the provision of the Contract Item and to comply with all instructions and orders issued by the Town regarding the Contract Items.

12. TERMINATION

Upon thirty (30) days written notice, with or without cause, the Town may terminate this Contract. Following such termination, the Town and the Contractor shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

13. WARRANTY

The Contractor warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time of service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the

specifications in the Invitation to Bid. The Contractor warrants that all equipment and products provided shall be furnished to the Town in good and working condition. If the Contractor is notified in writing by the Town of any faulty Contract Items furnished by the Contractor, the Contractor shall, at the Town's option, either" (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost of the Town; or (ii) refund to the Town the charge paid by the Town which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The Contractor warrants that all products provided by the Contractor shall be merchantable, be fit for the purpose intended and shall meet the specifications in the Invitation to Bid. The Contractor shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

14. INSURANCE

14.01 Comprehensive General Liability Insurance. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the Town, coverage for Contractor on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage.

14.02 Automobile Liability Insurance. The Contractor, at its own expense, shall keep on force and at all times maintain during the term of this Contract Automobile Liability coverage in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) combined single limits for Bodily Injury and Property Damage.

14.03 Workers' Compensation Coverage. The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

14.04 Certificate of Insurance. The Contractor shall provide the Town with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the Town. Said Comprehensive General Liability policy shall provide that the Town be an additional insured. The Town shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the Town and licensed and authorized to do business under the laws of the State of Tennessee.

15. CLAIMS, LIABILITY AND INDEMNITY

The Contractor shall indemnify, defend and hold the Town harmless from damages to persons or property caused by the negligent or willful acts, errors, or omissions of the Contractor, its agents, servants, and/or employees in connection with the prosecution and

completion of the Contract Items covered by this Contract. The Contractor agrees that it will indemnify and hold the Town and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the Town caused by the negligent or willful acts, errors and omissions of the Contractor, its agents, servants and/or employees in the performance of this Contract, and the Contractor will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of the Contract

16. **ATTORNEY'S FEES**

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the contract and the Town is successful therein, the Town shall be entitled to recover from the Contractor reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the Town may be entitled.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

17.01 **Non-discrimination.** In carrying out the Contract Items under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or disability. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, age, sex, or disability. Such action shall include, but not limited to the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeship.

17.02 **Posting and Advertising.** The Contractor agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of, the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The Contractor shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

18. **TRANSFER, ASSIGNMENT OR SUBLETTING**

This Contract shall not be transferred or assigned or sublet without prior written consent of the Town.

19. SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the Town's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the Contractor shall post signs warning against hazards in and around the site where the Contractor is furnishing Contract Items.

20. FAMILIARITY WITH THE CONTRACT ITEMS

The Contractor, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provisions thereof. The Town will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Contract.

21. ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of the Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

22. PERMITS, LICENSES AND CERTIFICATES

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, for the proper execution and completion of the Contract Items under this Contract.

23. FIRE, THEFT, LOSS

The Contractor is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on Town property by the Contractor.

24. CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the Town and the Contractor hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

25. GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such

state and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereto. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Knox County, Tennessee and the Contractor hereby consents to the jurisdiction of such courts.

26. OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

27. SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

28. NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air and other courier, or hand delivery as follows:

- (i) To: Town of Farragut
Attn: David Smoak, Town Administrator
11408 Municipal Center Drive
Farragut, TN 37934
- (ii) To: Raftelis Financial Consultants, Inc.
Attn: Julia Novak, Executive Vice President
19 Garfield Place, Suite 500
Cincinnati, OH 45202

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purposes of notices, demands, and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

29. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance here from. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

30. NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

31. OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF FARRAGUT,
TENNESSEE**

CONTRACTOR



By: _____
Ron Williams, Mayor

By: _____
Julia D. Novak,
Executive Vice President

ATTEST:

By: _____
Town Recorder/Treasurer

Raftelis Financial Consultants, Inc.
19 Garfield Place, Suite 500
Cincinnati, OH 45202

APPROVED AS TO FORM AND CONTENT

Town Attorney

Town of Farragut

Strategic Planning Services

JANUARY 4, 2023



January 4, 2023

Mr. David Smoak
Town Administrator
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

Subject: Proposal for Strategic Planning Services

Dear Mr. Smoak:

We are pleased to submit this proposal to provide the Town of Farragut (Town) with strategic planning services. Our focus has always been to help local government and utility clients solve their financial, organizational, and technology challenges. We are dedicated to providing management consulting services, including strategic planning facilitation, to local governments and the utility industry.

Our mission is to strengthen organizations, for those they serve and those who work in them. We provide our clients with the best thinking and execution in organizational design, development, and improvement. We believe our firm offers the Town some distinct advantages:

- **A workable and insightful approach:** Our team's approach specifically addresses the Town's needs and will help develop a community-driven strategic planning process and resultant plan to prioritize resources and align their use with community need. Our proven methods of engagement lead to a sustainable plan that will provide a vision, mission, and measurable goals to address the Town's most critical challenges.
- **Use of unique and innovative tools and techniques:** We are passionate about strategic planning, which drives us to use innovation and creativity throughout the project, from engagement to the preparation of the final plan. We encourage future-focused discussions and action-oriented approaches to building the Town's plan. Our deliverables are useful and engaging, and unique and creative graphics are used to keep documents concise with a focus on internal and external communication. Since March 2020, our team has actively engaged in strategic planning processes with communities across the country using a variety of in-person and virtual tools and processes to ensure robust participation.
- **Personal service from senior-level consultants:** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While some firms may assign your business to junior-level people or simply provide facilitation services, we offer exceptional service from senior-level consultants who also have a deep understanding of local government service provision and budgeting.

We have had significant success working with community members, elected officials, department leadership teams, and staff to identify priorities for an organization or a community and achieve consensus. Supported by our experience facilitating the Town's strategic plan in 2017, we are confident our approach will provide the Town with the direction it seeks for the future of the Farragut community.



We look forward to the opportunity to serve the Town of Farragut again. Please contact me should you have any questions. I am authorized to bind the firm. Raftelis has read this entire request for qualifications document, understands its contents, and is offering services related to this request.

Point of Contact: Julia Novak, Executive Vice President - Phone: 513.221.0500 / Email: jnovak@raftelis.com

FEIN: 20-1054069

Website: www.raftelis.com

Social Media: LinkedIn - <https://www.linkedin.com/company/raftelis/>; Twitter - <https://twitter.com/Raftelis>;

Facebook: <https://www.facebook.com/Raftelis/>

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Novak', written over a horizontal line.

Julia Novak

Executive Vice President



Making our world better.

The Raftelis Charitable Gift Fund allocates profits, encourages employee contributions, and recognizes time to charitable organizations that support:

- Access to clean water and conservation
- Affordability
- Science, technology, and leadership

Raftelis is investing in improved telecommunication technologies to reduce the firm's number one source of carbon emissions—travel.



Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.

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08356482



Tennessee Corporation Annual Report Form

File online at: <https://TNBear.TN.gov/>

Due on/Before: 04/01/2022

Reporting Year: 2021

AR Filing #: 08356482
FILED: Jun 14, 2022 1:09PM**Annual Report Filing Fee Due:**

\$20 if no changes are made in block 3 to the registered agent/office, or
\$40 if any changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

Payment-Credit Card - State Payment Center - CC #: 3830941746

SOS Control Number: 879948

For-profit Corporation - Foreign

Date Formed: 04/23/2004

Formation Locale: NORTH CAROLINA

(1) Name and Mailing Address:

Raftelis Financial Consultants, Inc.
STE 1400
227 W TRADE ST
CHARLOTTE, NC 28202-1632

(2) Principal Office Address:

STE 1400
227 W TRADE ST
CHARLOTTE, NC 28202-1632

(3) Registered Agent (RA) and Registered Office (RO) Address:

HENRIETTA PRESLER LOCKLEAR
STE 706
1331 UNION AVE
MEMPHIS, TN 38104-7557

Agent Changed: No

Agent County: SHELBY COUNTY

(4) Name and business address (with zip code) of the principal officers.

Title	Name	Business Address	City, State, Zip
Chairman of the Board	William Stannard	3013 MAIN STREET	KANSAS CITY, MO 64108
President & CEO	Peiffer A Brandt	227 W TRADE ST, SUITE 1400	CHARLOTTE, NC 28202
Secretary	Jessica Jasso	227 W TRADE ST STE 1400	CHARLOTTE, NC 28202-1632

(5) Board of Directors names and business address (with zip code). ☐ None, pursuant to T.C.A. §48-18-101(c), or listed below.

Name	Business Address	City, State, Zip
John Mastracchio	40 BRITISH AMERICAN BLVD 2ND FLOOR	LATHAM, NY 12110
Laura Bowles	855 MUSEUM DRIVE	CHARLOTTE, NC 28207
Andre Powell	16219 MILLSFORD CT	CHARLOTTE, NC 28277
Elaine V Conti	227 WEST TRADE STREET	CHARLOTTE, NC 28202
PEIFFER A BRANDT	227 W TRADE ST STE 1400	CHARLOTTE, NC 28202-1632
BYRON B BURNS	227 W TRADE ST STE 1400	CHARLOTTE, NC 28202-1632
Ronald K Readling	1001 WINSTEAD DR. STE 355	CARY, NC 27513
William G Stannard	3013 MAIN STREET	KANSAS CITY, MO 64108

(6) Signature: Electronic

(7) Date: 06/14/2022

(8) Type/Print Name: Jessica Jasso

(9) Title: Secretary

B1235-6557 06/14/2022 1:09 PM Received by Tennessee Secretary of State Tre Hargett

Who We Are

RAFTELIS AND THE NOVAK CONSULTING GROUP, HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

TNCG is Now Raftelis

The Novak Consulting Group (TNCG) and Raftelis have always shared a focus on delivering lasting solutions for local government agencies. In January 2020, TNCG joined Raftelis. Today, we provide our clients with wide-ranging capabilities and resources in financial, management, technology, and communications consulting for all areas of local government. Our clients now have the expertise of more than 140 of the country's leading local government and utility consultants, who have decades of experience. We know that our combined capabilities and resources will provide added value to our clients, and we're excited about what we can accomplish together.

[+ VISIT **RAFTELIS.COM** TO LEARN MORE](#)



We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the Town and help to make this project a success.



RESOURCES & EXPERTISE

Our project team is passionate about strategic planning and organizational optimization. Each member of our team specializes in strategic planning and has devoted their careers to assisting with local government strategic planning.



DECADES OF COLLECTIVE EXPERIENCE

Our associates and subject matter experts have decades of experience in strengthening local municipalities and utilities. They've served in a wide range of positions, from city manager to utility director, and they have led dozens of strategic planning initiatives for utilities across the country.



PERSONAL SERVICE FROM SENIOR-LEVEL CONSULTANTS

You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While other firms may assign your business to junior-level people, our approach provides exceptional service from senior-level consultants.



NICHE EXPERTISE

Our expertise lies in strengthening public-sector organizations. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.



PROVEN PROCESS

We will implement a proven and unique facilitation process that engages internal and external stakeholders, links strategy to performance, and sets the organization up for effective implementation. We will use several techniques, some of which are innovative and others that are more classic approaches.

29 years
serving local
governments
and utilities

How we stack up

OUR TEAM INCLUDES

140+ consultants focused on
finance/management/communication/
technology for local governments and utilities

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,200+ local governments
and utilities

that serve more than

25% of the
U.S. population

including the agencies serving

38 of the nation's
50 largest cities

in the past year alone, we worked on

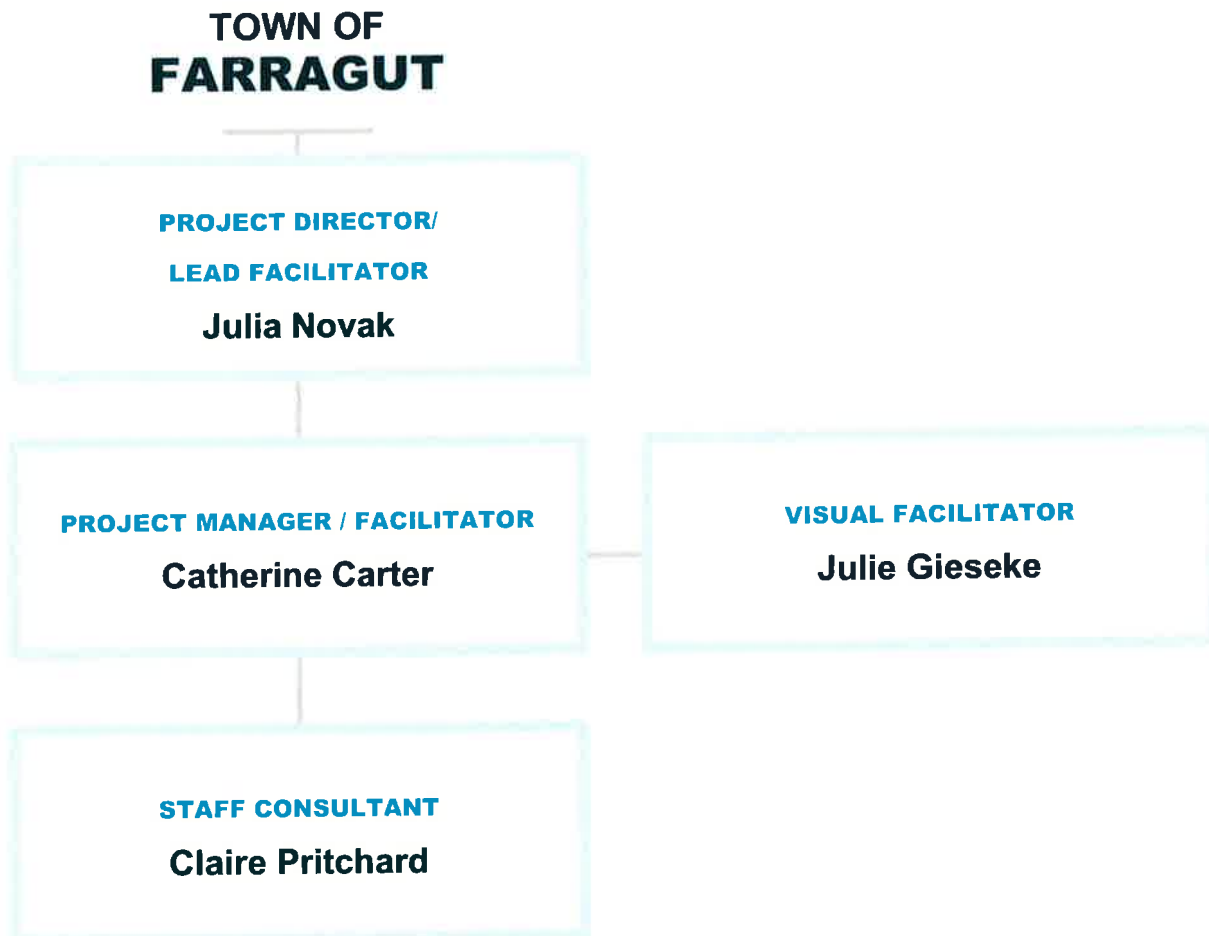
1,000+ projects for **600+** agencies in **46** states

Staff Members

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE TOWN'S PROJECT.

Our project team is made up of senior-level consultants with direct local government experience. What sets our project team apart is our ability to explore and relate to local community values while at the same time, investigating realistic approaches for cost-effective solutions.

An organizational chart of our project team is as follows. Julia Novak will serve as project director and lead facilitator. Catherine Carter will serve as project manager. They both served in these respective roles for all of our reference projects.



Julia Novak

PROJECT DIRECTOR/LEAD FACILITATOR Executive Vice President

ROLE

Julia will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project. She will also serve as lead facilitator.

PROFILE

Julia established The Novak Consulting Group in September 2009. Her reputation and experience as a consultant who offers practical and implementable recommendations are grounded in more than 15 years of active service to local governments, including Fort Collins, Colorado; Lexington, Massachusetts; Rockville, Maryland; and as the city manager of Rye, New York. She is a practitioner first who has expanded her knowledge and expertise as a consultant for hundreds of organizations across the United States.

Julia has extensive experience as a facilitator and trainer. She has worked with both elected and appointed officials from jurisdictions throughout the United States to conduct goal setting, develop strategic plans, and prioritize service delivery. She has conducted training for elected officials as an individual trainer and through the National League of Cities and a consortium of cities in California.

Julia is an established thought leader in the areas of governance and administration. In April 2002, Julia was one of 20 practitioners who participated in the ICMA-sponsored symposium on the future of local government administration. Her response to Dr. James Svara's paper, "City Council, Roles, Performance, and the Form of Government," is included in the ICMA-published book, "The Future of Local Government Administration." Public Management Magazine has published multiple articles that she authored and co-authored, including "Preparing Councils for Their Work," co-authored with Dr. John Nalbandian; "Permission to Manage" which discusses the importance of using data to manage local governments; "Dreams That Make a Difference" on the value of community based strategic planning; "Civility," and most recently, "Using Data in Police Management."

Julia has been a speaker at national conferences for the ICMA, National League of Cities, and American Society of Public Administrators. She has been a featured speaker/trainer for many state associations and local government affiliate organizations throughout the United States.

Julia earned a bachelor's degree in government and politics from George Mason University and a master's degree in public administration from the University of Kansas. Julia was in the first class of individuals certified by ICMA as Credentialed Local Government Managers and maintains that designation. Julia is a Master Facilitator of the popular Myers-Briggs Personality Type Indicator and is certified to administer several other Level B psychological assessments.



Specialties

- Effective organizational leadership and management
- Supporting effective governance
- Developing organizational capacity

Professional History

- Local Government Consulting (2003-2020)
- City of Rye, New York: City Manager (2000-2003)
- City of Rockville, Maryland (1995-2000)
- Town of Lexington, Massachusetts (1992-1995)
- City of Fort Collins, Colorado (1987-1992)

Education

- Master of Public Administration - University of Kansas (1988)
- Bachelor of Arts in Government and Politics - George Mason University (1986)

Certifications

- Certified Professional Manager, International City/County Management Association
- Master Facilitator, The Myers-Briggs Personality Type Indicator

Professional Memberships

- International City/County Management Association (ICMA)
- Engaging Local Government Leaders (ELGL)

Catherine Carter

PROJECT MANAGER/FACILITATOR

Senior Manager

ROLE

Catherine will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the Town's objectives. She will also lead the consulting staff in conducting analyses and preparing deliverables for the project.

PROFILE

Catherine has a background in public administration and environmental management and possesses extensive research and analytical skills. Her expertise lies in the areas of strategic planning, conducting assessments of organizational effectiveness practices, facilitation and engagement, compiling and analyzing data, and benchmarking.

Catherine has participated in numerous strategic planning engagements, including those outlined below:

- City of Aurora (CO) - City-wide strategic plan
- City of Avondale (AZ) - City-wide strategic plan
- City of Bend (OR) – Strategic planning retreat
- City of Bellevue (WA) – Strategic planning and governance retreat
- Central Arizona Project (AZ) – Strategic plan
- Town of Hilton Head (SC) – Strategic planning and governance retreat
- Jefferson County (CO) – County-wide strategic plan
- City of Lafayette (CO) - Strategic planning and governance retreat, Management team retreat, Planning Commission retreat
- League City (TX) – Strategic planning retreat
- City of Lowell (NC) - Strategic planning retreat
- Town of Nantucket (MA) - Strategic planning retreat, Facilities master planning support
- The Port (OH) – Organization-wide strategic plan
- Town of Timnath (CO) - Strategic planning retreat

Catherine has also worked on numerous financial and management studies for water, wastewater, and stormwater utilities and other public sector organizations across the country. Catherine is active in the water and wastewater utility industry, having presented at several conferences and co-authored two recent articles on long-term rate increases in *Journal AWWA*. Catherine also co-authored a chapter entitled “Public Outreach and Gaining Stakeholder Commitment” for the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape*. Prior to working at Raftelis, Catherine was a senior fellow at the Institute for Sustainable Development.



Specialties

- Strategic planning
- Facilitation
- Organizational assessment
- Staffing analysis
- Strategy monitoring and implementation
- Risk and resiliency assessment
- Business process improvement
- Comparative industry analyses

Professional History

- Raftelis: Senior Manager (2022-present); Manager (2019-2021); Senior Consultant (2016-2018); Consultant (2013-2015); Associate Consultant (2011-2012)
- Mecklenburg County Waste Management Advisory Board (appointed term: 2019-2021)
- The Institute for Sustainable Development (2009-2011)

Education

- Master of Public Administration - University of North Carolina Charlotte (2017)
- Master of Environmental Management - Duke University (2011)
- Bachelor of Science in Business/Economics, Biology, Environmental Studies - Randolph-Macon College (2009)

Certifications

- Change Management & Leadership Certification - Cornell University (2019)
- American Water Works Association Risk & Resiliency Certification (2019)

Professional Memberships

- AWWA
- Solid Waste Association of North America

Julie Gieseke

VISUAL FACILITATOR

Visual Facilitator

ROLE

Julie will use visual facilitation to capture participants' dialogue, discussion, and ideation by drawing large visual maps in real time, which helps connect ideas, track content, and synthesize their work.

PROFILE

Julie collaborates on projects utilizing the tools of group process and design, such as visual facilitation, creative engagement, and storytelling, to bring strategy and tactics into clear focus. She also incorporates change methodologies such as Appreciative Inquiry, Positive Psychology, StrengthsFinder, and Neurolinguistics.

Julie's unique skill set combines facilitation, active listening, and visual facilitation to bring sense-making, consensus, energy, and vibrancy to each engagement. As a consultant with The Novak Consulting Group and now Raftelis, Julie has worked on a variety of strategic planning and facilitation projects.

Julie developed her group process design through a broad range of experience. She received her master's degree in Organizational Development and Management from Fielding Graduate University, is certified as a professional coach through The Coaches Training Institute, and is a certified Master Practitioner of Neurolinguistics. Julie also received professional training through The Grove Consultants International and has been mentored by leaders in the fields of visual facilitation, facilitation, organizational development, coaching, storytelling, and performance. The result is a wide range of exposure to various approaches that culminates in a unique style that is customizable for each engagement.



Specialties

- Visual Facilitation
- Strategic Visioning/Planning
- Executive Coaching
- Facilitation
- Team Development

Professional History

- The Novak Consulting Group: Visual Facilitator (2011-2020)
- Map the Mind: Principal (2008-present) Visual Facilitation, Coaching, Consulting, Teaching

Education

- Master of Arts in Organizational Development and Management - Fielding Graduate University (2008)
- Professional Coaching Certification - Coaches Training Institute (2008)
- Bachelor of Arts in Film and Video Production/Theater Arts - University of California, Santa Cruz (1988)

Certifications

- Master Practitioner of Neurolinguistics
- Certified Professional Co-Active Coach

Professional Memberships

- International Forum of Visual Practitioners

Claire Pritchard

STAFF CONSULTANT

Consultant

ROLE

Claire will work at the direction of Catherine in facilitating workshops and meetings, conducting interviews, preparing recommendations, and drafting deliverables.

PROFILE

Claire began her consulting career following five years of service with Dakota County, Minnesota, where most recently she held the position of assistant to the county manager.

While with Dakota County, Claire coordinated the County's legislative agenda, assisted in the development of the annual budget, and conducted financial impact analyses and process improvement efforts for a variety of County functions. Claire also coordinated the County's transition to a new form of government in 2013.

As a consultant, Claire has worked on organizational and staffing analyses for communities around the country, such as the Town of Nantucket, Massachusetts, the City of Allentown, Pennsylvania, and the City of Bloomington, Indiana. Claire has assisted in developing financial models to analyze revenue and expenditure trends, as well as conducted detailed staffing and workload analysis to determine optimal organizational structures. She has developed and analyzed an array of employee and community based surveys. Claire has conducted several best practice and benchmarking research projects and has assisted in the creation of strategic planning and implementation deliverables.

As a student at the University of Chicago, Claire served as a policy intern with the National Association of Regional Councils, where she developed an educational program on the work of regional councils. She was also the associate editor for international development for the Chicago Policy Review.

Claire earned a bachelor's degree in political science from the University of Chicago and a master's degree in public policy from the University of Chicago Harris School of Public Policy. She is a member of the International City/County Management Association and is a former ICMA Local Government Management Fellow.



Specialties

- Organizational assessment
- Staffing analysis
- Survey and data analysis
- Best practice and benchmarking research

Professional History

- The Novak Consulting Group: Analyst (2018-2020)
- Dakota County, Minnesota: Assistant to the County Manager (2013-2017)
- National Association of Regional Councils: Policy Intern (2012)
- Congressional Research Service (2010-2011)

Education

- Master of Public Policy - University of Chicago (2013)
- Bachelor of Arts in Political Science - University of Chicago (2009)

Professional Memberships

- International City/County Management Association (ICMA)
- Engaging Local Government Leaders (ELGL)

Methodology

At its best, strategic planning engages individuals and strengthens a sense of community that undergirds strong civic engagement. Tapping individuals who are content, and even perhaps apathetic, creates new leaders for the future and energizes people in a positive way toward their local government. We believe that communities function best when there is engagement during *good* times, not just when people oppose something. By creating constructive dialogue, the community is much more likely to react productively and civilly when something occurs that might otherwise bring out nonproductive forms of engagement.

We understand the unique roles of each stakeholder. Each participant in this process comes with a different perspective and, perhaps, conflicting priorities. Each of these viewpoints is important and valuable. It is our responsibility to work in partnership with the Town to synthesize this information and facilitate a process that does the following:

- Honors and respects the diversity of opinions of participants
- Promotes group communication and collaboration through inclusivity and community building
- Provides useful information and direction for decision making and priority setting



Effective and efficient project management will be critical for ensuring the successful completion of this engagement. Therefore, our approach is to work collaboratively with the Town to ensure all expectations are articulated from the start. We remain in close contact with our clients throughout all phases of each engagement to ensure these expectations are met. This also allows us to quickly address any contingencies that may arise. Our experience with similar work enables us to hit the ground running.

A strategic planning process involves several steps:

- Articulating a clear vision for the community and mission for the organization
- Preparing an Environmental Scan that identifies the factors affecting the community and organization
- Establishing goals and identifying priority strategies

The process of developing a strategic plan explores three specific questions:

- What do we know to be true? – *Who are we?*
- What do we hope will be true in the future? – *Where are we going?*
- What must go well in order to make it so? – *How are we going to achieve it?*

In this way, a strategic plan is a roadmap to move a community toward its intended vision.

THE FOLLOWING OUTLINES OUR PROPOSED SCOPE OF WORK FOR DEVELOPING A STRATEGIC PLAN WITH THE TOWN.

Activity 1: Understand the Context

A successful process will benefit from a collaborative relationship between the consulting team and Town from the very beginning of the process. This task is intended to begin building that relationship.

At the start of this engagement, we will request and review all background information, including all other planning documents, resource materials, and other relevant data. Next, we will meet with the Town's project team to gain a clear picture of what the Town hopes to accomplish from this process. We will develop a project charter with the team and discuss communication and engagement strategies for the project. We want to ensure that we have a shared understanding of how to develop the plan and successfully integrate the learnings from the Town's previous planning efforts. We will review the project plan, and we will finalize the timelines and schedule.

ACTIVITY 1 DELIVERABLES

- Data/document request
- Draft and final project schedule

Activity 2: Develop Environmental Scan

We will work collaboratively with the Town to develop an Environmental Scan, which will provide helpful background information about the current state of the Town and potential future impacts. As part of this process, we will conduct individual meetings with the Mayor and each member of the Board of Aldermen to hear their perspectives about the strategic plan and the community. A focus group session with Chairs of the Town's various boards and commissions will also be held.

The strategic plan is best when touched by as many people as possible. Therefore, we will conduct two community forums, open to any member of the public, to solicit input on the Town's current strategic planning framework as well as emerging community priorities that should be considered as part of this strategic planning process. For this process, we often use the World Café format to actively engage participants and encourage community building. Significant care will be taken to ensure that the perspectives of underrepresented populations are sought. Through conversation with the Town, we will develop strategies for outreach. For an additional fee, if desired, we can also conduct online community engagement via "Bang the Table." Bang the Table is an online community engagement platform which would allow the Town to create a community discussion board regarding various topics. Through the use of online forums, surveys, polls, idea boards, and more, the platform can garner input directly from a broad cross-section of stakeholders and provide data analytics to assist the Town in the development of strategic priorities.

We will hold a session with the Town's senior management team to conduct a strengths, weaknesses, opportunities, and challenges exercise and to develop an understanding of the Town's processes, operations, and prior planning efforts.

To finalize the Environmental Scan, we will gather existing data about the community, such as financial trends, demographic data, statistics about housing, business, and jobs, and other relevant information. All information received will be incorporated into the Scan.

ACTIVITY 2 DELIVERABLES

- Final Environmental Scan

Activity 3: Facilitate Strategic Plan Development

Based on our conversations with the Town, we will prepare a draft agenda for the strategic planning session to be reviewed by the Town. We will then facilitate the strategic planning session with the Mayor and Board of Aldermen to articulate a desired future for the community. The environmental scan will be reviewed to provide context for the strategic plan framework elements and emerging priorities. The organizational mission and values will also be reviewed and affirmed.

The session will include activities with the entire group as well as small group breakout sessions that will allow everyone to actively participate and engage in the process. During the session, the primary role of the facilitator is to ensure that the environment is respectful and conducive to open and constructive dialogue so that the established objectives are ultimately met. While the agenda provides the structure to accomplish the tasks, we also know how important it is to pay attention to the group and make sure that conversations that need to happen actually happen, so we are flexible and in tune with the group during the process.

ACTIVITY 3 DELIVERABLES

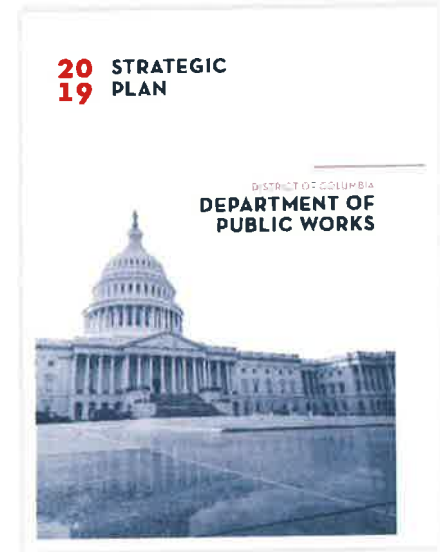
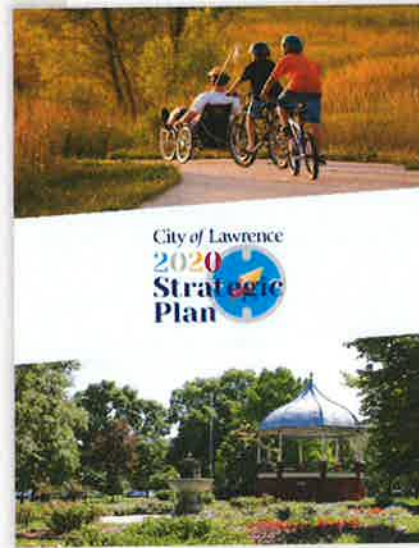
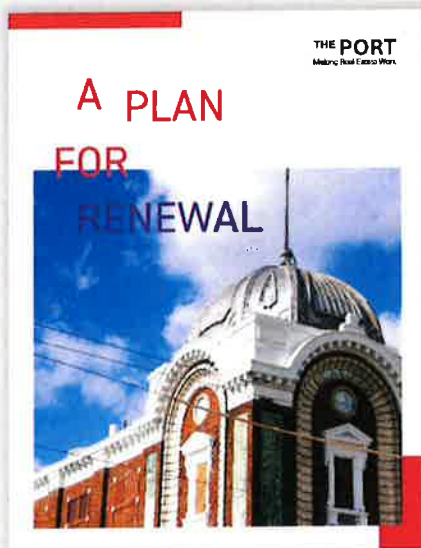
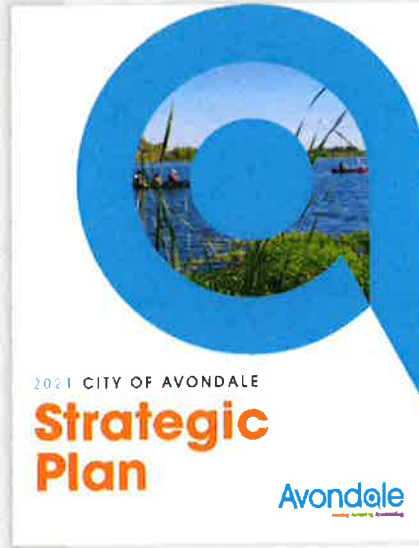
- Draft strategic planning framework

Activity 4: Prepare Final Deliverables

Once the strategic plan is finalized, Raftelis will prepare a high-quality strategic planning document, including the entire process and steps taken, for review by the Town. Our team will revise the document based upon feedback from the Town's project team. Besides the final strategic framework deliverable, Raftelis will prepare a summary document that will be a succinct planning instrument using easily understandable language and high-quality graphics, worthy of posting on the Town's website and disseminating to internal and external audiences.

ACTIVITY 4 DELIVERABLES

- Draft and final Town Strategic Plan
- Draft and final summary document

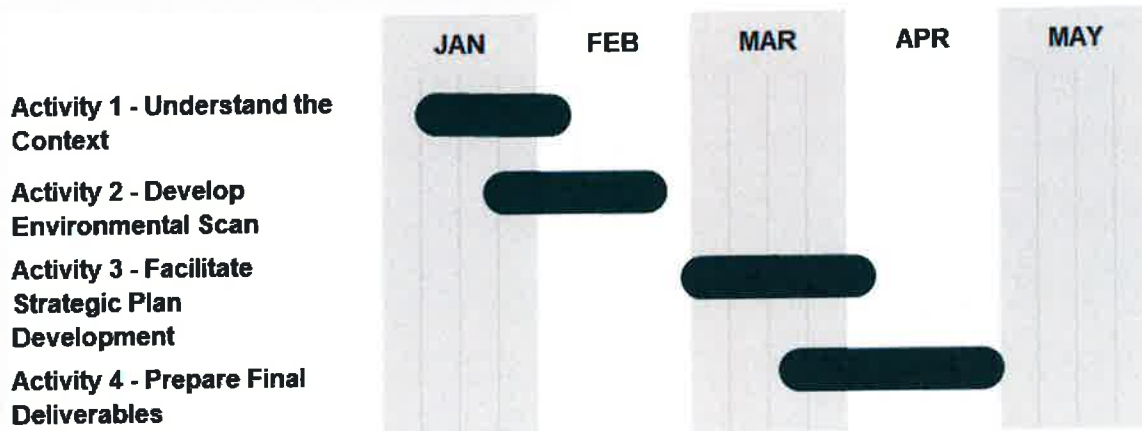


The strategic plan that we will develop for the Town won't be just another report to sit on your shelf. Our team of strategic planning experts and graphic designers develop plans that serve as tools to graphically communicate the organization's vision to both internal and external stakeholders.

Shown here are the front covers of several strategic plans that Raftelis has recently developed and designed.

Timeline and Price

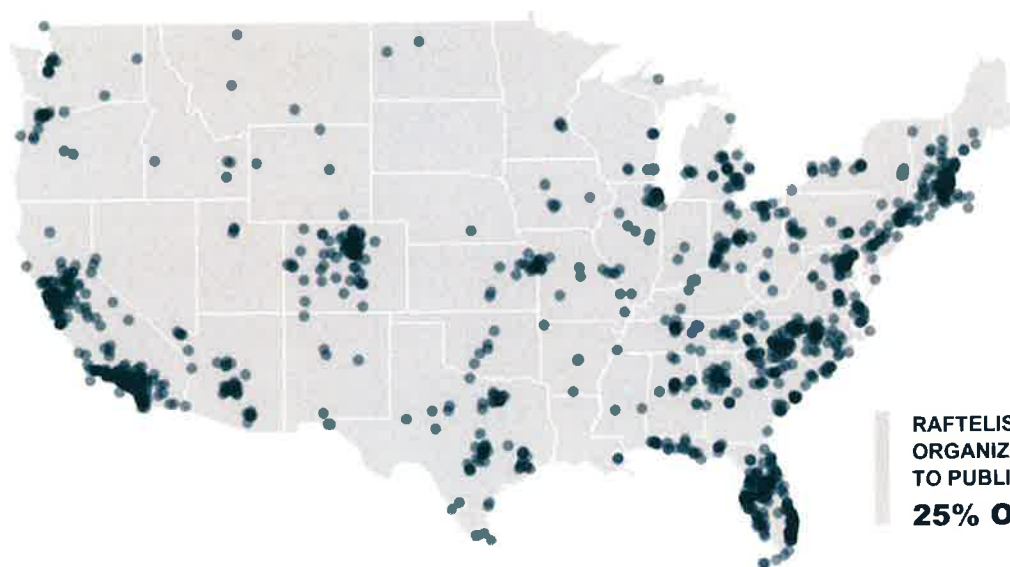
A draft timeline is included. We expect to refine this with the Town during Activity 1.



The total fixed fee for completion of the scope of work is \$49,500. This includes all costs for consulting staff labor and expenses, including all travel, lodging, and administrative costs.

Should the City be interested in including the optional online engagement platform, the additional cost is \$5,000.

The City will be invoiced monthly as tasks are completed.



RAFTELIS HAS PROVIDED FINANCIAL/
ORGANIZATIONAL/TECHNOLOGY ASSISTANCE
TO PUBLIC AGENCIES SERVING MORE THAN
25% OF THE U.S. POPULATION.

Experience and Professional References

RAFTELIS HAS ONE OF THE MOST EXPERIENCED LOCAL GOVERNMENT FINANCIAL AND MANAGEMENT CONSULTING PRACTICES IN THE NATION.

Our staff has assisted more than 1,200 local government organizations across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,200 strategic planning, financial, management, and/or technology consulting projects for over 600 public-sector agencies in 46 states, the District of Columbia, and Canada. Our team has extensive experience with strategic planning throughout the country. Our clients tell us we are more than just consultants—we are trusted advisors.

We point to a strong repeat customer base as part of the evidence, as well as the many clients who have hired us numerous times to do vital work for their organizations. Other clients have told us that our contacts are “enthusiastic” when providing a reference to potential clients, and they point to actionable and practical solutions. A complete list of all of our strategic planning clients is included later in this section. The following are summaries of relevant strategic planning consulting contracts similar in scope and size that Raftelis has provided that demonstrate specialized expertise, demonstrated experience, applicable qualifications, and available resources.

City of Johnson City **TENNESSEE**

Reference: Cathy Ball, City Manager

P: 423.434.6002 / **E:** cball@johnsoncitytn.org

The City of Johnson City (City) engaged Raftelis in 2022 to facilitate a two-day leadership team retreat. The retreat included development of the City's mission statement and organizational values, and participants reflected on their own leadership styles through the use of a DiSC assessment. Participants also engaged around their effectiveness as a team, shared their individual experiences, and brainstormed opportunities to help the leadership team work better together.

Town of Shrewsbury MASSACHUSETTS

Reference: Kevin Mizikar, Town Manager

P: 508.841.8508 / E: KMizikar@ShrewsburyMA.gov

Raftelis is in the process of preparing a strategic plan for the Town of Shrewsbury (Town). The workplan included working closely with the Town's Management Team, including all department heads, preparation of an environmental scan, an online survey of all Town staff to gain their input, public visioning sessions open to the community and stakeholders, a strategic planning workshop with the Board of Selectmen, preparation of an implementation template, and meetings with staff goal teams to develop metrics for each goal area.

Jefferson County COLORADO

Reference: Stephanie Corbo, Chief Financial Officer

P: 303.271.8542 / E: scorbo@jeffco.us

Raftelis was engaged in 2021 to facilitate an update of the county's existing strategic plan and assist with implementation planning for priorities and strategies across the organization. The new strategic plan was designed with guidance from the Jefferson County Board of County Commissioners and crafted with input from engaged residents, local businesses, and key personnel from across the county's organization. The plan represents a cohesive and thoughtful approach to continuing to achieve Jefferson County's vision: to be a county government that provides equitable, innovative, efficient, and quality service to a thriving and safe community. Organizational priorities are to create safe, healthy, and thriving communities; enhance inclusive community engagement; ensure responsible growth and development; protect natural resources and our environment; strengthen public facilities and infrastructure; operate as an employer of choice; and provide innovative, equitable and effective services.

City of Gaithersburg MARYLAND

Reference: Tanisha Briley, City Manager

P: 301.258.6300 / E: Tanisha.Briley@gaitthersburgmd.gov

The City of Gaithersburg (City) engaged Raftelis to facilitate a two-day strategic planning retreat with the City Council in order to update the City's existing strategic plan. An updated strategic planning framework, including vision, mission, goals, and specific strategies to achieve each goal, was created, as well as a session to discuss governance norms and expectations.

Town of Westborough MASSACHUSETTS

Reference: Kristi Williams, Town Manager

P: 508.366.3032 / E: kwilliams@town.westborough.ma.us

The Town of Westborough (Town) contracted with TNCG (prior to merging with Raftelis) to facilitate a comprehensive strategic planning process for the Town. The process included extensive public outreach, focus groups, and online resident engagement which resulted in a comprehensive vision for the Westborough community and an articulation of the Town's role in achieving that vision. To the right is a graphic representation of the vision and critical success factors.



City of Lawrence KANSAS

Reference: Craig Owens, City Manager

P: 785.832.3400 / E: craigowens@lawrenceks.org

The firm first worked with the City of Lawrence (City) in 2016 to establish its first Strategic Plan. The engagement included two retreats with the City Commission, several sessions and focus groups with City staff, and two community engagement forums based on the World Café™ model. The input process was summarized and documented for the Commission's use in the development of the City's vision, critical success factors, and key initiatives.

In 2020, the City turned to us again to expand the level of community engagement and work with the new City Manager and City Council. The 2020 Strategic Plan included training City staff to conduct extensive community outreach. "Lawrence Listens" was established as a process of public outreach that informed the Strategic Plan.



City of Lawrence
2020
Strategic
Plan



City of League City TEXAS

Reference: Bo Bass, Assistant City Manager

P: 281.554.1017 / E: bo.bass@leaguecitytx.gov

In 2017, the City of League City (City) retained our firm to help develop the City's first strategic plan. The project included an employee survey and several workshops with the City's Management Team as well as the Mayor and City Council to develop their final strategic plan.

Subsequent annual City Council and Management Team retreats have been held in 2018, 2019, 2020, and 2021 to update and refine the plan, and to discuss governance and areas of concern with policymakers. Each year we revisit the City's strategic plan context and previous goals and strategies to determine if any course correction is necessary. Adjustments and updates to the strategic plan are made as appropriate.

City of Avondale ARIZONA

Reference: Tracy Stevens, Assistant City Manager

P: 623.333.1000 / E: tstevens@avondaleaz.gov

The City of Avondale (City) is a keystone community in the Phoenix metropolitan area that has established itself as a manufacturing and healthcare hub, as well as a world-class sports and entertainment destination. Raftelis was engaged in 2020 to facilitate an update of the City's 2016 strategic plan and assist with the implementation of a monitoring and reporting tool to demonstrate progress against the new plan. The 2021 Avondale Strategic Plan was designed with guidance from the Avondale City Council and crafted with input from engaged residents, local businesses, and key personnel across the City's organization. The plan represents a cohesive and intelligent approach to continuing on the path to success for Avondale: to create a family-friendly and economically robust city that is *Aspiring, Achieving, and Accelerating*, by an organization whose core purpose is all about *Making Lives Better*.

Town of Nantucket MASSACHUSETTS

Reference: Libby Gibson, Town Manager

P: 508.228.7200 / E: LGibson@nantucket-ma.gov

The Town of Nantucket (Town) contracted with TNCG, prior to joining Raftelis, in 2018 for three separate projects. The first was a Town-wide Staffing Study; the second was a structural review of the Town's Planning and Land Use Services function; the third was the development of a Strategic Plan in 2018. For this engagement, we worked in collaboration with staff and the Select Board to prepare the Town's first Strategic Plan. This included input from the organization, as well as assistance with the implementation of the Town's key focus areas. Since the original engagement, Raftelis has supported the Town on a number of initiatives, including facilitating the Town's facilities master plan; monitoring and reporting on implementation of the strategic plan; hosting community listening sessions on emerging issues, including the Town's pandemic and PFAS response; and the creation of a Town Sustainability Office.

Town of Hilton Head Island SOUTH CAROLINA

Reference: Steve Riley, Town Manager

P: 843.341.4701 /

E: stever@hiltonheadislandsc.org

In 2019, the Town of Hilton Head Island (Town) engaged Raftelis to facilitate the development of its Strategic Plan. Hilton Head is a low-country resort community located on a barrier island off the coast of South Carolina.

The Town had a practice of Strategic Planning but was interested in a fresh approach to articulating what must go well in the future and engaging both the Town Council and staff in a process to align priorities and expectations. The refresh of the Town's Strategic Plan established a clear path with six Strategic Outcomes for the future of the Island.



National Experience

This matrix shows some of the communities throughout the U.S. that Raftelis/TNCG staff has assisted and the services performed for these clients.

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation	Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
AL Birmingham Water Works Board				CA Seaside			
AK Municipality of Anchorage				CA Yountville			
AR Central Arkansas Water				CO Adams County			
AR El Dorado				CO Aspen			
AR Little Rock Wastewater				CO Aurora			
AZ Alliance for Innovation				CO Boulder			
AZ Avondale				CO Boulder County			
AZ Bullhead				CO Brighton			
AZ Central Arizona Project				CO Centennial			
AZ Clarkdale				CO Denver Metro Water Recovery			
AZ Cottonwood				CO Denver Wastewater			
AZ Goodyear				CO Elbert County			
AZ Oro Valley				CO Erie			
AZ Payson				CO Evans			
AZ Peoria				CO Fort Collins			
AZ Scottsdale				CO Golden			
AZ Sierra Vista				CO Greeley			
AZ Yuma				CO Health District of Northern Larimer County			
CA California City				CO La Plata County			
CA Central Contra Costa Sanitary District				CO Lafayette			
CA Delta Diablo Sanitation District				CO Louisville			
CA Fullerton				CO Loveland			
CA Gilroy				CO Metro Water Reclamation District			
CA Hanford				CO Northglenn			
CA Hayward				CO Pueblo West Metropolitan District			
CA Hollister				CO Routt County			
CA Huntington Beach				CO Thornton			
CA Los Angeles				CO Timnath			
CA Long Beach Transit Authority				CO Westminster			
CA Manhattan Beach				CO Windsor			
CA Malibu				CT Connecticut Town & City Management Association			
CA Monte Vista Water District				CT Enfield			
CA Oceanside				CT Greenwich			
CA Oceanside Water Utilities				CT Groton			
CA Palo Alto				CT Manchester			
CA Placer County				CT Mansfield			
CA Roseville				CT Meriden			
CA Sacramento Area Sewer District/Sacramento Regional County Sanitation District				CT Windsor			
CA San Gabriel				DC DC Water			
CA San Luis Obispo				DC District of Columbia Department of Public Works			
CA San Marino				DC International City/County Management Association			
CA Santa Ana Watershed Project Authority				DC National League of Cities			
CA Santa Barbara				DC USAID - Moldova			

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
DE Kent County			
DE Lewes			
DE Millford			
DE Milton			
DE Rehoboth Beach			
DE Wilmington			
DE Wilmington Utilities			
FL Deerfield Beach			
FL Palmetto Bay			
FL Palmetto County			
FL Pinellas County			
FL Pompano Beach Utility Department			
FL Sanford			
FL Tampa Water Department			
FL Winter Haven			
GA Decatur			
GA Roswell			
IA Cedar Rapids			
IL Carbondale			
IL DuPage County			
IL Evanston			
IL Geneva			
IL Gurnee			
IL Lisle			
IL Peoria County			
IL Schaumburg			
IL Warrenville			
IL Woodridge			
IN Bloomington			
IN Indianapolis			
IN Monroe County			
IN Munster			
KS Baldwin City			
KS Bonner Springs			
KS Edgerton			
KS Edwardsville			
KS Eudora			
KS Garden City			
KS Gardner			
KS Hutchinson			
KS Johnson County			
KS Lawrence			
KS Merriam			

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
KS Olathe			
KS Roeland Park			
KS Saline County			
KS Shawnee			
KS Tonganoxie			
KS United Government of Wyandotte County & Kansas City			
KS Water District No. 1 Johnson County (WaterOne)			
KY Lexington-Fayette Urban County Government			
KY Louisville Water Company			
KY Paducah			
KY Sanitation District #1 of Northern Kentucky			
LA New Orleans			
LA Orleans Parish School Board			
LA Sewerage & Water Board of New Orleans			
MA Franklin County			
MA Lexington			
MA Methuen			
MA Nantucket			
MA Pioneer Valley Planning Commission			
MA Sherborn			
MA Shrewsbury			
MA Westborough			
MD Aberdeen			
MD Baltimore Department of Public Works			
MD Berwyn Heights			
MD Cambridge			
MD Charles County			
MD College Park			
MD Gaithersburg			
MD Garrett Park			
MD Greenbelt			
MD La Plata			
MD Maryland Municipal League			
MD Maryland State Judiciary			
MD Mount Rainier			
MD New Carrollton			
MD Ocean City			
MD Ocean Pines Association			
MD Riverdale Park			
MD Rockville			
MD St. Michaels			
MD Sykesville			
MD Takoma Park			

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
MD Talbot County	●		
MD University Park			●
MD Westminster		●	●
MD Worcester County			●
MI Ada			●
MI Ann Arbor		●	●
MI Ann Arbor Transportation Authority			●
MI Canton Township	●		
MI Ferndale			●
MI Holland	●		
MI Jackson County			●
MI Midland			●
MI Midland Community Foundation			●
MI Novi		●	●
MI Oakland County		●	
MI Rochester Hills	●	●	
MI Royal Oak			●
MI Saline	●		
MI Three Rivers	●		
MN Cloquet	●		
MN Edina	●		
MN Lake Elmo	●		
MN Minnesota Municipal League	●		
MN Northfield	●		
MO Chesterfield		●	
MO Clayton		●	●
MO Lee's Summit	●	●	●
MO Maryville			●
MO Metropolitan St. Louis Sewer District	●		
MO Missouri Municipal League			●
MO North Kansas City			●
MO Parkville			●
MO Platte City	●		
MO Sikeston			●
MO St. Joseph			●
MO St. Louis County			●
MO University City			●
MO Wentzville			●
MT Helena		●	
NC Albemarle			●
NC Asheville	●		
NC Brevard			●
NC Brunswick	●		

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
NC Cary			●
NC Charlotte	●		
NC Charlotte Water			●
NC Creedmoor	●		
NC GoTriangle Transit	●		●
NC Greensboro	●		
NC Guilford County	●	●	
NC Harnett County			●
NC High Point		●	
NC Lowell			●
NC Onslow Water & Sewer Authority (ONWASA)	●		●
NC Orange County	●		
NC Orange Water and Sewer Authority			●
NC Raleigh	●		●
NC Raleigh Public Utilities Department	●		
NC Rolesville	●	●	
NC Swansboro			●
NC Wake County	●		●
NC Wake Forest			●
NC Wilmington	●		
NC Winston-Salem			●
NC Winston-Salem/Forsyth County Utilities			●
NC Zebulon			●
ND Minot			●
NE Hastings	●		
NE La Vista	●		
NE Lincoln	●		
NE Reno	●		
NH Hanover		●	
NH Keene		●	
NJ Jersey Water Works	●		
NJ New Jersey Health Initiative	●		
NM Las Cruces		●	
NY Batavia		●	
NY Edgemont	●		
NY Ithaca	●		
NY Oneonta		●	
NY Rochester	●		
NY Walmscott	●		
OH Beaver Creek Township	●		
OH Blendon Township			●
OH Blue Ash	●		●
OH Centerville		●	

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation	Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
OH Cincinnati	●		●	OH Washington Township	●	●	●
OH Clearcreek Township	●		●	OH West Chester Township		●	
OH Cleveland Heights	●	●	●	OH Westerville		●	●
OH Dayton	●	●		OH Worthington	●	●	●
OH Delaware	●			OH Xenia	●		
OH Delaware County		●	●	OK Lawton	●		
OH Delaware County EMS			●	OK Norman	●		
OH Dublin	●	●	●	OR Beaverton		●	●
OH Eastgate Regional Council of Governments	●			OR Bend			●
OH Franklin County	●			OR Gresham		●	●
OH Gahanna	●		●	OR Hillsboro		●	●
OH Georgetown			●	OR Hood River		●	
OH Granville		●		OR Lane County		●	
OH Greater Cincinnati Water Works			●	OR Newberg		●	
OH Greene County	●			OR Salem	●	●	●
OH Hilliard		●	●	OR Tigard		●	
OH Hudson		●		OR Tualatin Hills Park & Recreation District		●	
OH Jackson Township		●		OR Washington County	●	●	●
OH Miami Township		●		OR Wilsonville	●		●
OH Miami University	●			PA Allentown	●		
OH Miami Valley Risk Management Authority			●	PA Association for Pennsylvania Municipal Management (APMM)			●
OH Montgomery County Environmental Services	●		●	PA Bethel Park	●		
OH Monroe			●	PA Breakneck Creek Regional Authority		●	
OH Moraine		●		PA Capital Region Water			●
OH National Association of State & Local Equity Funds			●	PA Carlisle Borough		●	
OH Newark	●			PA Duquesne	●		
OH Oberlin	●	●	●	PA East Buffalo	●		
OH Ohio City/County Management Association	●		●	PA East Whiteland Township	●		
OH Owens-Corning			●	PA Exeter Township	●		
OH Piqua			●	PA Farrell	●	●	
OH Portsmouth		●		PA Ford City Borough	●		
OH Powell			●	PA Harrisburg	●		
OH Prairie Township		●		PA Hazleton	●		
OH Preservation Parks of Delaware County			●	PA Lancaster County	●		
OH Sandusky		●		PA Lehigh County Authority			●
OH Sharonville			●	PA Lewisburg	●		
OH Solid Waste Authority of Central Ohio (SWACO)	●	●		PA Lower Paxton Township			
OH Solon	●			PA Nanticoke	●		
OH The Port, an Ohio Port Authority	●	●	●	PA Pittsburgh Water & Sewer Authority	●		●
OH Toledo			●	PA Reading	●		
OH Troy	●			PA St. Marys	●		
OH Union County		●		PA State College			●
OH Upper Arlington		●	●	RI Westerly	●		

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
SC Charleston	●		
SC Hilton Head			●
SC Mount Pleasant Waterworks			●
SC Renewable Water Resources (ReWa)	●		
TN Farragut			●
TN Johnson City	●		
TN Metro Government of Nashville and Davidson Co.	●		
TN Metro Water Services of Nashville and Davidson County	●		●
TX Abilene		●	
TX Allen			●
TX Austin	●		●
TX Brownsville Public Utilities Board			●
TX Cedar Hill			●
TX Cedar Park	●		
TX Dallas			●
TX Lancaster		●	●
TX Laredo			●
TX League City			●
TX North Texas Municipal Water Department			●
TX Pearland	●		●
TX Plano			●
TX Prosper			●
TX Sugar Land			●
TX Temple			●
TX The Woodlands	●		●
TX University Park		●	●
UT Murray			●
UT South Jordan			●
VT Burlington Water Resources	●		
VT Montpelier			●
VA Albemarle County		●	●
VA Alexandria		●	
VA Appomattox River Water Authority	●		
VA Arlington County		●	
VA Ashland		●	
VA Bedford County		●	
VA Charlottesville	●		
VA Fairfax		●	
VA Fairfax County		●	
VA Fairfax County Water Authority			●
VA Fairfax Water	●		
VA Fredericksburg	●		

Client	Organizational Assessment	Executive Search	Strategic Plan Facilitation
VA Gloucester County	●		
VA Hampton			●
VA Harrisonburg		●	
VA Leesburg		●	
VA Loudoun County	●	●	
VA Newport News		●	
VA Newport News Waterworks			●
VA Prince William County		●	
VA Purcellville	●		
VA Rivanna Water & Sewer Authority			●
VA Suffolk	●		
VA Vienna			●
VA Virginia Beach			●
VA Virginia Retirement System		●	
VA Warrenton	●	●	
VA Washington County Service Authority			●
WA Bellevue	●		●
WA Bothell	●		●
WA Camas	●	●	
WA Central Piece Fire and Rescue		●	
WA Mercer Island			●
WA Richland			●
WA Sammamish		●	
WA Sequim	●		●
WA Shoreline	●	●	
WA Spokane Regional Health District		●	
WA Sudden Valley Community Association		●	
WA Sunrise Water Authority		●	
WI Eau Claire			●
WI Central Brown County Water Authority		●	
WI Green Bay/Central Brown County	●		
WI Mequon		●	
WI Milwaukee Metropolitan Sewerage District			●
WI Oak Creek			●
WI Shorewood	●		
WI Washington County			●
WI Wauwatosa	●		
WV Monongalia County			●
WV Morgantown		●	●
WY Sheridan			●
PR Puerto Rico Aqueduct & Sewer Authority (PRASA)	●		

Qualifications of the Firm

NAMES OF PRINCIPALS

Stacey Aukamp (Vice President), Tom Beckley (Vice President), Thierry Boveri (Vice President), Peiffer Brandt (President and CEO), Mike Burton (Executive Vice President), Elaine Conti (Vice President), Rocky Craley (Vice President), Joe Crea (Vice President), Jon Davis (Executive Vice President), Melissa Elliott (Vice President), Michelle Ferguson (Vice President), Tony Hairston (Vice President), Bart Kreps (Vice President), Melissa Levin (Vice President), Henrietta Locklear (Vice President), John Mastracchio (Executive Vice President), Chris McPhee (Vice President), Julia Novak (Executive Vice President), Rob Ori (Executive Vice President), Sudhir Pardiwala (Executive Vice President), Keith Readling (Executive Vice President), Harold Smith (Vice President), Doug Spiers (Vice President), William Stannard (Chairman of the Board), Darin Thomas (Vice President), Henry Thomas (Vice President), and Catherine Tuck Parrish (Vice President)

PERSON(S) WITH AUTHORITY TO NEGOTIATE CONTRACT

Name: Julia Novak
Address: 19 Garfield Place, Suite 500, Cincinnati, OH 45202
Phone: 513-221-0500

INDIVIDUAL THAT WILL BE IN CHARGE OF THE CONTRACT

Name: Julia Novak
Address: 19 Garfield Place, Suite 500, Cincinnati, OH 45202
Phone: 513-221-0500

PROOF OF EXISTENCE

On the following page, we have provided Raftelis' certificate of existence.



NORTH CAROLINA

Department of the Secretary of State

CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

RAFTELIS FINANCIAL CONSULTANTS, INC.

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 23rd day of April, 2004, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 14th day of January, 2020.

Elaine F. Marshall

Secretary of State

Exceptions

We request that the Town consider making the following modifications, shown in red below, to the Professional Services Agreement. Please contact us if you have any questions or concerns about these modifications.

9. REPORTS AND INFORMATION

...this contract ("**Deliverables**") shall be delivered to, become and remain the property of the Town upon termination or completion of the Services. The Town shall have the right to ~~use~~ **reuse or modify** same without restriction or limitation and without **additional** compensation to the Contractor other than as provided for in this contract; **provided however, any reuse or modification of the Deliverables shall be at the sole risk of the Town.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Town with respect to all matters covered by this Contract. Except as otherwise authorized by the Town, such records shall be maintained for a period of three (3) years after receipt of final payment under this Contract.

CLAIMS, LIABILITY AND INDEMNITY

The Contractor shall ~~assume all risk in connection with the performance of this Contract, and shall be liable for any indemnify, defend and hold the Town harmless from damages to persons or property resulting from~~ **caused by the** negligent or willful acts, errors, or omissions of the Contractor, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The Contractor agrees that it will indemnify and hold the Town and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the Town ~~arising from~~ **caused by** the negligent or willful acts, errors and omissions of the Contractor, its agents, servants and/or employees in the performance of this Contract, and the Contractor will carry.