CITY MANAGER — CITY OF PALM COAST FINALIST CANDIDATE REVIEW

CONFIDENTIAL



CONFIDENTIAL INFORMATION

FINALIST CANDIDATE REVIEW

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April 8, 2025

CONFIDENTIAL AND PROPRIETARY

Honorable Mayor Mike Norris and City Council Members City of Palm Coast 160 Lake Avenue Palm Coast. Florida 32164

Dear Mayor Norris and Council Members:

I am pleased to provide you with this confidential briefing book on the finalist candidates to become the City of Palm Coast's next City Manager.

Behind each tab are the following documents: interview form with questions, cover letter, resume, completed questionnaire, and first-year plan. The comprehensive media reports will be provided to you separately via email. Behind this letter, but in front of the tabs, are several documents to assist in your deliberations: Forced Ranking Form, Navigating the Legal Aspects of Interview Questions, and the ICMA Model Agreement.

The ICMA Model Agreement has been provided in this briefing book because this will be the framework of reference that most city managers will bring to contract discussions. There is nothing that requires or mandates that any of the provisions in this document be in the final agreement. However, I wanted to give you an opportunity to be familiar with the document prior to the time that you enter into employee agreement discussions with a given finalist.

I hope this proves helpful as you prepare for the upcoming interviews. Please feel free to call me at any time if you have questions.

Respectfully submitted,

Douglas Thomas

Senior Vice President, SGR

<u>DouglasThomas@GovernmentResource.com</u>

Cell: 863-860-9314

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Behind each Tab: Interview Form with Questions, Cover Letter, Resume, Completed Questionnaire, and First Year Plan (Media Reports to be provided via email)

Tab 1: Paul Trombino

Tab 2: Richard Hough



PALM COAST, FLORIDA

City Manager



THE COMMUNITY

Boasting beautiful natural vistas and endless recreational opportunities, the City of Palm Coast, Florida, is situated on 97 square miles along saltwater and freshwater canals and the Intracoastal Waterway, just minutes from breathtaking views of pristine Atlantic Ocean beaches. The growing, dynamic community of more than 107,000 residents is located in Flagler County, with Interstate 95 running through the City and intersecting with Interstate 4, providing convenient connectivity with Daytona Beach, Orlando, and Tampa. The area is served by several commercial airports including Daytona Beach (DAB), Jacksonville (JAX), Orlando (MCO), and Sanford (SFB).

One of Florida's newest and safest cities, Palm Coast was incorporated in 1999 and offers a vibrant lifestyle in a scenic natural environment. The City was originally developed by ITT Community Development Corporation beginning in the 1970s. It was marketed as a retirement community in the early years but is now home to many families and people of all ages. Palm Coast was one of the fastest-growing cities in the United States in the early 2000s and its continued growth in recent years has contributed to it being the largest populated city in the region.

The City has a dozen beautiful parks, 125+ miles of connecting trails and paths for walking/bicycling, abundant fishing and boating, world-class tennis and golf, birding along Great Florida Birding & Wildlife Trails, and recreational programming for residents and visitors of all ages. Special environmentally-focused events include the Arbor Day celebration, and the Intracoastal Waterway Cleanup. Palm Coast's Indian Trails Sports Complex is also a prominent location for youth sports soccer, lacrosse, baseball, and other athletic tournaments for teams throughout the Southeast. Racing enthusiasts appreciate nearby Daytona, home to NASCAR and the Daytona 500, with golfing enthusiasts enjoying world class golf at the LPGA International Golf Club.

Palm Coast residents enjoy an exceptional quality of life with a wide array of options to explore. The community is proud of its parks and trails, boating and fishing, pickleball, tennis, and golf. Nature lovers relish Palm Coast's vibrant lifestyle and natural environment with the City offering a dozen beautiful parks, 130+ miles of connecting trails and paths for walking/bicycling, and showcasing the splendid elegance of the native Florida landscape. Birdwatching is popular at St. Joe Walkway and Linear Park, which are designated as Great Florida Birding & Wildlife Trails, and visitors can spot dolphins and seabirds as they stroll along the Intracoastal at Waterfront Park.

The active community participates in a number of City-hosted events throughout the year including the Christmas Tree Lighting Ceremony, Christmas Tree Recycling Event, State of the City, Tunnel to Towers 5K, Palm Coast Open USTA Tournament, Food Truck Tuesdays, Egg'stravaganza, UNF MedNexus Innovation Challenge, Arbor Day, Touch-a-Truck, Pool Safety Day, Memorial Day Ceremony, United Flagler 4th (4th of July), September 11 Remembrance Ceremony, Intercoastal Waterway Cleanup, Senior Games, Pink on Parade 5K, Hall of Terror, Veterans Day Ceremony, Feet to Feast 5K, and the Starlight Parade, all of which contribute to the City's sense of community.

Flagler County Public Schools serve over 13,000 K-12 students across ten campuses in the Palm Coast area. Flagler Schools leverages a full range of technology and digital resources for students and has partnered with the community to bring Flagship Choice Programs to all of its schools, allowing students to explore careers from the earliest grade levels. Students can explore and grow in the worlds of agriculture, aerospace, green technology, health science, engineering and computer science, marine research, finance and business, leadership, the arts, and more. All of Flagler County schools offer a variety of extracurricular activities and clubs.

Flagler County Schools, AdventHealth, Palm Coast Data, Publix Supermarkets, ALSW/Yellowstone, Ambridge Employee Service Group, Wal-Mart, and Sea Ray Boats — Boston Whaler are some of the area's major employers, with tourism and retail employment comprising roughly one-third of the jobs in Palm Coast. High profile major development projects cur-

Mission

Delivering Exceptional Service by Making Citizens Our Priority

Vision

A multigenerational community recognized as one of Florida's premier cities that values:

Building a diverse, sustainable economic base to support innovation while providing necessary infrastructure and services.

Providing exceptional amenities and standards that support a high-quality lifestyle and promote cultural activities.

Protecting the environment and beauty of Palm Coast while conserving natural resources.

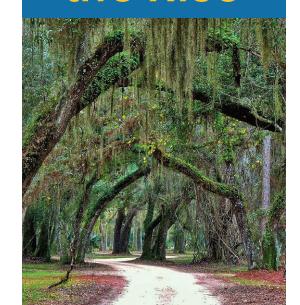
Values

Pride, Accountability, Leadership, Motivated, Collaborative, Ownership, Achievement, Stewardship, and Trust

Strategic Pillars

Strong Resilient Economy
Safe & Reliable Services
Civic Engagement
Sustainable Environment &
Infrastructure

A City on the Rise



rently underway or recently completed include Astor Defence which selected Palm Coast for its first USA location, BJs Wholesale Club, which attracted five new business sites as part of the development, and the Promenade at Town Center which is currently underway as a multiuse facility with retail, restaurants, and apartments. Private and parochial school options include Freedom Schoolers Academy, Case Montessori Palm Coast, Christ the King, Palm Coast Christian Academy, and St. Elizabeth Ann Seton Catholic School.

For those seeking higher education, Daytona State College (Flagler/Palm Coast Campus), Jacksonville University, University of North Florida, and Flagler Technical College have campuses in Palm Coast. Regionally, colleges and universities include Embry-Riddle Aeronautical University and Bethune-Cookman University in Daytona Beach; Stetson University in DeLand; the University of Central Florida in Orlando (with a campus in Daytona Beach); Flagler College and the University of St. Augustine for Health Sciences in St. Augustine; University of North Florida in Jacksonville; and the Florida Coastal School of Law in Jacksonville.

The City's larger demographic groups are comprised of 69.4% White (Non-Hispanic), 10.8% Black or African American (Non-Hispanic), 5.16 White (Hispanic), 4.47 Other (Hispanic), and 3.5% Two+ (Non-Hispanic). The community also is home to a large number of Portuguese and Russian residents. Palm Coast has a median household income of \$71,663 and an average home value of \$283,300.

City Awards

ICMA Certificate of Distinction

Government Finance Officers Association (GFOA) Budget Presentation Award & Excellence in Financial Reporting

> Florida Association of Public Procurement Officials (FAPPO) Excellence Award

2022 National Customer Service Association Service Organization of the Year

Tree City USA



GOVERNANCE AND ORGANIZATION

The Mayor and City Council Members serve as the political head of the City and are responsible for setting policy, approving the budget, determining the tax rate, and formulating broad long-term policies that outline the City's public function. The Mayor & City Council Members are elected at-large, for a term of four years. Council Members and the Mayor may serve no more than two consecutive four-year terms in the same seat. The current composition of the City Council includes one Member in the second year of their first term, one newly appointed Member to fill a two-year term due to a resignation, and a newly elected Mayor and two new Council Members who will serve their initial 4-year terms.

The City Manager is appointed by the Mayor & City Council and is responsible to implement the policies of the Council, in addition to directing day-to-day operations, preparing the annual budget, overseeing personnel matters, recommending policies or programs to the Council, keeping the governing body fully advised of the financial and other conditions of the City and supplying the governing body with information to aid decision-making.

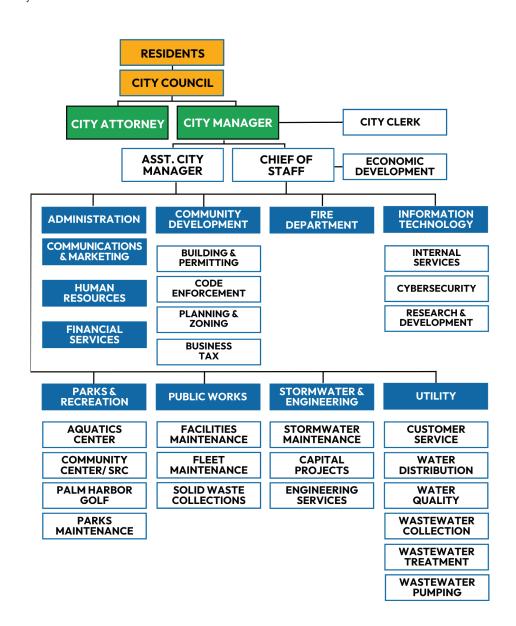
The City provides a full range of municipal services with approximately 650 full/part-time and seasonal employees. Fire Department employees at the rank of Lieutenant and below are represented by the International Association of Fire Fighters (IAFF) administered under a multi-year collective bargaining agreement. The FY 2025 Annual Budget is approximately \$421.5 million, including a General Fund of \$61 million with an ad valorem millage rate of 4.1893.



THE POSITION

The City Manager provides leadership and strategic direction of the Administration through oversight of the daily internal operations of all City Departments and tracking organizational performance expectations and goals through established Council policies. The Manager assists in the development, implementation and control of the City budget and business plans; coordinates and oversees the City Strategic Plan with Departmental Business Plans and collaborates with the City Council and Department Heads to coordinate, manage and implement a wide variety of special projects and programs. The position is responsible for assisting with the development, implementation, and administration of the City's Comprehensive Plan, as well as coordinating and overseeing the implementation of the organization's Strategic Plan. Other responsibilities include oversight of escalated inquiries, complaints, and requests from the public and business community, evaluating the needs of the customer, and ensuring appropriate Departmental assistance and information is provided. The Manager is also responsible for administration of the City's Emergency Management Plan. The City Manager oversees the delivery of municipal services under the following organizational structure:

- Administration: General Administration, Finance, Human Resources, and City Clerk
- Utilities: Customer Service, Utility Administration, Water Supply & Treatment, Wastewater Collection & Treatment, and Water Distribution
- Parks and Recreation: Golf Course, Pool, Tennis/Pickleball, Recreation Centers/Facilities, and Parks Maintenance
- Public Works: Streets, ROW Mowing & Landscaping, Buildings/Facilities, & Fleet Maintenance
- · Community Development: Building Permits, Business Tax, Code Enforcement, and Planning
- Economic Development: Growth of City's economy through promotion of job creation and retention opportunities, and administration of Economic Development & Incentive Policy
- Stormwater & Engineering: Capital Project Administration and Stormwater Maintenance
- Information Technology: Applications, GIS, and Operations (including Fiber Broadband Network)
- Fire: Fire Prevention, Fire Suppression, Rescue & EMS, and Volunteers
- Communications & Marketing: Communication/Outreach with community members, media, businesses, and visitors
- Police: Law enforcement is provided through an Enhanced Services Interlocal Agreement with the Flagler County Sheriff's Department with a dedicated Commander as City-Liaison



CHALLENGES & OPPORTUNITIES

• Growth Management, Infrastructure Challenges & Capital Project Management: Palm Coast is sometimes described as a "young city with old bones" given its history of being privately developed by the ITT Community Development Corporation in the 1970s. Steady growth since its establishment, coupled with the fact that a significant portion of the community's infrastructure was initially developed at once, has resulted in challenging infrastructure needs and financing strategies to ensure the provision and maintenance of roads, utilities, facilities, recreation assets, and personnel to meet both current and future demands of residents and businesses. Complicating the issue is the fast growth of the community, which has recently been discussed throughout Palm Coast as part of the City's new Comprehensive Plan and Future Land Use Map (FLUM) which was recently transmitted to the State of Florida and awaiting comments.

Current growth-management projects include the construction of two new Fire Stations, land acquisition and Phase I-A related underground utility and site development work for a proposed Maintenance and Operations Complex (MOC) to house Public Works Divisions (Streets, Fleet, and Facilities Management), Utility, and Stormwater & Engineering operations in the northern part of the City where future growth is expected. Planning and financing for Phase I-B which includes the relocation of Public Works Fleet and Facility operations is not yet finalized. Other significant growth-related capital projects financing considerations include exploration of how to finance current and projected roadway maintenance needs following the expiration of a dedicated Flagler County Infrastructure Sales Tax Surcharge which supported Palm Coast roadways maintenance efforts. The City has also recently increased Stormwater fees to help address concerns with localized flooding and enhanced proactive maintenance efforts.

Lastly, another major infrastructure challenge involves the expansion of the City's Water & Wastewater Utility Systems, which were acquired from Florida Water Services in 2003. The System consists of three Wastewater Treatment Plants (WWTP) with capacities of 2 MGD, 7.584 MGD, and 3 MGD, and two Water Treatment Plants (WTP) with capacities of 6.83 MGD and 2.0 MGD. An additional 2.0 MGD expansion for the second WTP is projected to be operational by March 2025. The City will need to seek a revised Consumptive Use Permit for additional raw water supply from the St. Johns Water Management District as part of the City's growing potable water demands. With respect to Wastewater, the City is nearing execution of a Consent Decree to address treatment capacity concerns, and in response, one of the WWTP's is currently in design phase to double its capacity. The City is undertaking a Gap Analysis Study which is scheduled for completion in March 2025 to identify financing options in addition to commencing a Utility Master Plan in the Q1 of 2025 to proactively plan for future utility infrastructure needs.

- **Economic Diversification:** In an effort to diversify its economy and attract additional non-residential investment and employment opportunities, the City recently hired a new Economic Development Director and commissioned a Target Industry Feasibility Study which identified Hospitality, Aerospace, Advanced Manufacturing, Information Technology/High Clean Technology, and Logistics & Warehousing as prospective development sectors. The City Manager is expected to play a significant role in assisting in promoting development opportunities in Palm Coast, while being an advocate for fair and balanced terms and conditions in economic development negotiations.
- Western Expansion: The City is in negotiations with Rayonier (a Jacksonville-based timber and land management company) which currently owns 20,000+ acres west of U.S. 1 referred to the "Western Expansion" and is part of a previous Development of Regional Impact (DRI). The property is slated for mixed use, which could assist the City in opening additional acreage for business and industries to support its economic development needs, as well as additional housing, retail, office, schools, and recreational options. Recently, the State of Florida has authorized roughly \$125 million in support of a loop road to support the development, however negotiations continue regarding the City's portion of costs for related arterials and related infrastructure for the targeted area. Experience with smart growth management principles and practices is desired in the successor City Manager to help the community achieve its desired future.
- Newly Seated Governing Body: As noted earlier, the current five-member Mayor & City Council is comprised of a newly elected Mayor and
 two Council Members following the November 2024 election, a fourth Council Member recently appointed to fill an unexpired term, and one
 Council Member entering the second half of their inaugural term. The next City Manager will play a key role in helping the new Governing Body
 transition to their new policymaking roles, assisting them in developing good governance processes, consensus building, and direction, while
 simultaneously learning about the organization, community, and projects/initiatives, and leading the workforce.
- Recruitment & Retention, Succession Planning: Like other local governments across the country, Palm Coast has a number of long-term employees who will be retiring in the next several years, including several key personnel in the Utilities Department. The successor City Manager will be expected to help champion the organization's efforts and programs to tap into the institutional knowledge of long-term employees, promote succession planning initiatives, and support creative recruitment and retention strategies to ensure continued organizational capacity in the delivery of superior governmental services.

IDEAL CANDIDATE

The City of Palm Coast seeks a pragmatic, decisive, and professional servant leader, possessing emotional intelligence, a passion for both public and customer service, coupled with a high degree of accountability, integrity, and ethics to become their next City Manager. The ideal candidate should demonstrate a history of resourceful, entrepreneurial approaches and a willingness to consider creative strategies, implementing changes as needed to manage the complexities of municipal operations, community issues, and related challenges. The successful candidate should be committed to proactive communication both externally with the public and internally with the municipal organization. The next City Manager should possess strong public relations skills, be comfortable in operating in a highly engaged community, and be an advocate in the protection of the high quality of life desired by Palm Coast residents.

A candidate possessing strong Board skills who can cultivate and maintain a positive relationship with the newly seated City Council and help build community consensus to help guide a sustainable future direction of Palm Coast will be essential. The City Manager will communicate with the Council directly and frankly while at the same time seeking policy direction. The individual should have a strategic long-range focus and understand the need to balance growth and economic development with the desire to preserve Palm Coast's history and culture. Experience in managing land use developments, significant economic development projects and investment opportunities and possessing the foresight to proactively anticipate future planning, transportation, utility, sustainability, resiliency, staffing, and other municipal services impacted by growth will be essential.

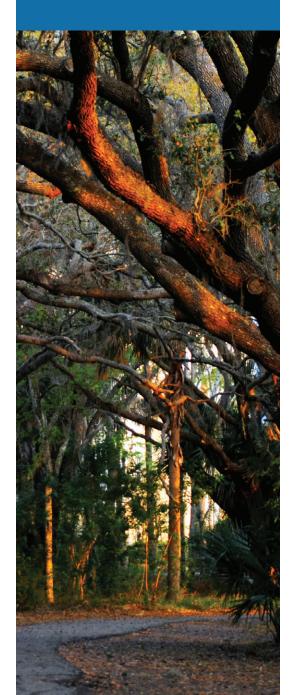
The next City Manager should have a strong background in municipal water, wastewater, and stormwater utilities and associated operations, project management, and capital financing strategies in high-growth communities. The ability to help stress the importance of critical infrastructure asset management with the community is strongly desired. The ideal candidate will be fiscally prudent and possess a broad knowledge of municipal finance, proven budget skills, and the strategic pursuit of long-term financial and operational sustainability to ensure the City meets its financial responsibilities, obligations, and service delivery standards. The person selected should also have the knowledge, skills, and ability to help guide the City Council and Administration in cost management strategies, financial policy alternatives, creative public financing strategies, and public-private partnerships. The candidate will be politically savvy but never political and embrace transparency in government operations. The selected candidate will be able to successfully navigate Florida's "Government in the Sunshine Act," and broad Public Records Act operating environments.

A skilled delegator who is comfortable in managing the big picture while managing operational details, the selected candidate will empower employees and have the ability to motivate staff to build high-performance and results-driven teams through the use of continuous process improvements and Best Management Practices. He or she will be supportive of the professional development of employees and serve as a coach and mentor to staff. The Manager will be committed to promoting interdepartmental communication and coordination and providing outstanding customer service, both internally and externally. The ideal candidate will have a passion for public service but maintain a work-life balance and encourage employees to do the same.

The successful candidate will be confident, energetic, and approachable, and maintain a calm demeanor, even while simultaneously juggling multiple tasks and numerous high-profile initiatives. A candidate who has a track record of successfully working with multiple governing body members over his/her history is viewed as a plus. Lastly, the ideal City Manager will display a "no surprises" management style and a champion of collaboration, a shared sense of purpose and teamwork with department heads, staff, and surrounding governments.

EDUCATION & EXPERIENCE

The City Manager position requires a bachelor's degree in public administration, business administration, or a related field; a master's degree is preferred. A minimum of eight years of progressively responsible experience in a City Manager's office managing and administering a municipal government and/ or as a Department Head is desired. Candidates with military leadership and base command experience are similarly encouraged to apply. Applicants with a combination of education and experience that provides the required knowledge and skills may also be considered. International City/County Management Association Credentialed Manager (ICMA-CM) viewed as a plus.



COMPENSATION & BENEFITS

The City of Palm Coast offers a competitive salary depending on qualifications and experience. The City provides a generous benefits program including health, dental, life insurance, long-term disability, and paid vacation and sick leave. Retirement is provided through deferred compensation plans including a 401(a) plan (Voya) with a 17% City contribution, and a 457(b) plan with a 2% match by the City. Other benefits include a \$6,000 annual allowance for vehicle, phone and technology, and gym/wellness programs.

The final selected candidate shall establish residency within the corporate limits of the City within six (6) months of such appointment. Upon request, residency may be extended by the City Council for an additional 6-month period.



APPLICATION PROCESS

Please apply online

For more information on this position, contact:

Doug Thomas, Executive Vice President DouglasThomas@GovernmentResource.com 863-860-9314



The City of Palm Coast is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check. Pursuant to Florida law, all applications are a public record once submitted and available for disclosure upon receipt of a public records request.

RESOURCES

City of Palm Coast, Florida palmcoast.gov

Economic Development selectpalmcoast.com

Chamber of Commerce pcfchamber.com

Convention & Visitors Bureau www.visitflagler.com

Promotional video













CITY OF PALM COAST CITY MANAGER CANDIDATE REVIEW

FORCED RANKING FORM

Paul Trombino	
Richard Hough	

Instructions:

In the space beside each candidate, simply assign 1 point to the candidate who is your top choice. Then, assign 2 points to your second choice, 3 to your third choice, etc.





NAVIGATING THE LEGAL ASPECTS OF INTERVIEW QUESTIONS

These types of questions are illegal or inappropriate:

Are you a U.S. Citizen?

It is legal to ask, "Are you legally eligible to work in the U.S.?"

What is your nationality?

• Questions regarding names, accents, facial features, etc. that might be used to determine nationality should be avoided.

Have you ever been arrested?

- It is legal to ask, "Have you ever been convicted of a crime?"
- There may be some agencies that have latitude with this question specifically law enforcement agencies. However, such questions are best suited for applications that have been thoroughly screened by legal experts, not interviews.

Have you ever filed for bankruptcy?

 Organizations may have latitude with this question depending on the nature of the position they are filling. With that said, it is wise to not ask the question in an interview context.

Do you have a medical condition?

 Employers are allowed to state required job functions and ask, if asked of all applicants, "Can you fulfill the requirements of this job with or without reasonable accommodation?" If the applicant lies during the hiring process, the organization has legal grounds for disciplinary action or dismissal.

Are you married?

• Could be prejudicial and should not be asked.

Are you planning on starting a family?

Having a child is protected by law.

What are your childcare arrangements?

• Could be prejudicial and should not be asked.

It is illegal to make hiring decisions based on applicants' protected characteristics and activities. "Protected characteristics" are defined by Title VII of the Civil Rights Act of 1964. They include:

- Race
- Color
- Religion
- Sex
- National Origin

Subsequent legislation prohibits discrimination based on:

- Age (40 years of age or older)
- Disability
- Genetic information
- Pregnancy
- Marital Status

BOTTOM LINE

During the interview process, stick with the applicant's ability to fulfill the requirements of the position.

NAVIGATING THE LEGAL ASPECTS OF INTERVIEW QUESTIONS, CONT'D

Are you a member of a union or labor organization?

Such activity is protected by law and should not be asked. If the position requires specific
membership, a question may legally be posed as, "This position requires membership in Labor
Organization ABC. Are you able to fulfill the requirements of the position?"

Have you ever sued a former employer?

• Federal law protects such activity and the question should not be asked.

Have you ever filed a workers' compensation claim?

• Such activity is protected by law and should not be asked.

When did you graduate from high school/college?

Could be fishing for an applicant's age. Note: Human Resources will determine an applicant's
age, educational level, etc. While contextually appropriate for certain aspects of the application
process, such questions are not appropriate for the interview.

Are you available to work on Easter Sunday?

A question of this nature could constitute religious harassment. The question should be worded
as, "This job requires working on weekends and holidays. Can you fulfill those requirements with
or without reasonable accommodation?"

Questions regarding health:

Organizations should make no inquiries into an individual's health history, physical wellness, hospitalizations, surgeries, health status of family members, etc.

As previously stated, the organization can spell out necessary requirements of a job, i.e., this job requires standing up for three hours per day, this job requires approximately 40% travel, this job requires dependable transportation and a valid driver's license, etc.

Organizations may ask questions that relate directly to the requirements of the job, the applicant's ability to do the job, and relevant experience, knowledge, and skills.

Organizations may utilize applicant assessments as long as those assessments are administered to ALL applicants at any given stage of the interviewing process. The results of the assessments may be part of the interview conversation, but such conversations should clearly exhibit established pattern and practice. Structuring the interviews and subsequently utilizing the structure for every interview increases that likelihood.

It is perfectly acceptable to ask questions related to previous contexts as long as those questions relate to skills, talents, attitudes, etc. For example, "Tell us about a time when you had to reprimand an employee. How did you handle that situation?" or "Reflect on a situation when you and a co-worker disagreed on something. How did you resolve the issue?"

The key is stay away from protected characteristics and focus on job ability.



MODEL EMPLOYMENT AGREEMENT

ABOUT ICMA

ICMA, the International City/County Management Association, advances professional local government through leadership, management, innovation, and ethics. ICMA provides member support; publications; data and information; peer and results-oriented assistance; and training and professional development to more than 13,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect millions of individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

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To locate other ICMA Career Resources digital publications, please visit icma.org/career-resource-guides.

PREAMBLE

ICMA believes that an employment agreement between the chief executive/administrative officer and a municipality is an effective tool in ensuring a stable relationship between the governing body and the manager. This model agreement is available to be used as a guide or as a template for a mutually beneficial agreement that clearly identifies the responsibilities of each party. An effective agreement protects all parties and defines the parties' respective rights and obligations to prevent ambiguity. It is in the best interest of all parties that hiring, employment, and separation all occur in a professional manner.

Members should use this model when negotiating an agreement for new or continued employment. However, it is not recommended that a member simply present this document to the hiring body without putting some thought into the appropriateness of each section. Every government has a unique set of circumstances that should be researched before proposing an agreement. Members should also take their level of experience, education, and training into consideration when proposing an agreement. ICMA strongly encourages members to include the ICMA Code of Ethics when proposing an employment agreement. Further, it is recommended that the member periodically share the Code with the governing body at a time and venue that meets the needs of the parties, such as during a performance review or annual goal setting.

In addition, state and local laws that may differ between jurisdictions may require modifications to the agreement. It is impossible to create a model agreement that fits every municipality or conforms to every state, county or local law, or meets every member's individual goals. Some of the language used in this model may not be appropriate in certain jurisdictions, and ICMA urges proper research and consultation with an appropriate attorney before utilizing this document.



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EMPLOYMENT AGREEMENT



This Agreement, made and entered in to this [date], by and between the [local government] of [state], [town/city/county] a municipal corporation, (hereinafter called "Employer") and [name], (herein after called "Employee") an individual who has the education, training, and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

ARTICLE I

Section 1.01: Term

This Agreement will remain in full force and effect from [date] until terminated by the Employer or Employee as provided in Article IV of this Agreement. (optional language available in appendix)

Section 1.02: Duties and Authority

- A. Employer agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and/or by ordinance [#] dated [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions as assigned by Employer,
- subject to any limitations set forth in this Section. Employee shall not be required to accept Employer's assignment of any duties outside of the scope of those customarily performed by persons holding the role of [city/town/county] manager in the absence of Employee's express written consent to such assignment. Employer may not reassign Employee to another position in the absence of Employee's express written consent to such assignment. Employer shall not unreasonably interfere with Employee's performance of such duties.
- B. Employee shall be the chief executive officer of the Employer and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable

- care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and Employer policies, rules, and ordinances as they exist or may hereafter be amended.
- C. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies of the governing body and the ordinances and charter of the Employer, which authority may be delegated by Employee to such other employees as Employee deems appropriate.
- D. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the authority to establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the Employer.
- E. Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of Employer's governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise provided by applicable law, regulation, or Employer's agreement with any other person.
- F. Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions

- with respect to Employee's performance of services pursuant to this Agreement.
- G. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments

The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of []. The ICMA Code of Ethics can be found on the ICMA website, icma. org. Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition. or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality. and merit.



ARTICLE II: COMPENSATION AND BENEFITS

Section 2.01: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of [\$ amount], payable in installments at the same time that the other management employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.
- C. In addition, consideration shall be given on an annual basis to an increase in compensation. (optional language available in appendix)
- D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 2.01.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if

any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 2.02: Health, Disability, and Life Insurance

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee, at a minimum, equal to that which is provided to all other employees of the [local government]. If the Employer's insurance requires a waiting period before the Employee is eligible for coverage under Employer's plan, the Employer agrees to reimburse the Employee for the costs of COBRA insurance for the same, during the initial waiting period.
- B. The Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee.

- C. The Employer shall pay the amount of premium due for term life insurance in the amount of [X] times the Employee's annual base salary, including all increases in the base salary during the life of this Agreement. The Employee shall name the beneficiary of the life insurance policy. Any such term life insurance policy shall include an indemnity clause to provide for an additional benefit of at least one (1) times the Employee's annual base salary for the death of the Employee while in performance of his/her duties under this Agreement, including, but not limited to, travelling on behalf of the Employer or while traveling to or attending professional development conferences and meetings.
- D. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads, or general employees of the Employer as provided by the Employer's policies, charter, ordinances, or personnel rules and regulations or other practices.

Section 2.03: Vacation, Sick, and Military Leave

Upon commencing employment, the Employee shall be credited with [#] accrued sick leave hours and [#] accrued vacation leave hours. In addition, beginning the first day of employment, Employee shall be eligible to accrue and use sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or available to any other employees, and under the same rules and provisions applicable to other employees, including any leave buy-back programs. (optional language available in appendix)

Section 2.04: Automobile

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of [dollar amount] per year, payable monthly,

as a vehicle allowance to be used to purchase, lease, or own, operate, and maintain a vehicle. The monthly allowance shall be increased annually by [% or \$] amount. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expense's attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the [#] mile radius of the local government limits. For purposes of this Section, use of the car within the [metropolitan area/local county] area is defined as travel to locations within a [#] mile radius of the local government limits.

(optional language available in appendix)

Section 2.05: Retirement

The Employer shall immediately, or at the first permissible opportunity, enroll the Employee into the applicable state or local government retirement system, or alternative as allowed by State Statute, and to make all the appropriate Employer contributions on the Employee's behalf.

In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute and keep in force all necessary agreements provided by MissionSquare or any other Section 457 deferred compensation plan for Employee's participation, or continued participation, in such supplemental retirement plan. In addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to [percent of Employee's base salary, or fixed dollar amount of (\$), or maximum dollar amount permissible under federal and state lawl into the designated plan on the Employee's behalf, in an equal proportionate amount each pay period. The Employer shall promptly and fully disclose the financial impact of any amendment to the terms of the Employee's retirement benefit. In lieu of contributing to a Section 457 deferred compensation plan, all or part of the dollar value of this contribution may be used, at

the Employee's option, to purchase previous service from another qualified plan. (optional language available in appendix)

Section 2.06: General Business Expenses

- A. Employer agrees to budget and pay for professional dues, including but not limited to ICMA, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to ICMA annual, regional, and affiliate conferences.
- C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer shall not require Employee to use vacation leave when participating in professional development activities.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide

G. Employee, for business use, alaptop computer, software, mobile phone, and/or tablet computer required for the Employee to perform their duties and to maintain communication with Employer's staff and officials, as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall remain the property of the Employer and at the discretion of the Employer any mobile phone number may be transferred to the Employee.

Section 2.07: Moving and Relocation Expenses

- A. Employee agrees to establish residence within the corporate boundaries of the local government, if required, within [#] months of employment, and thereafter to maintain a primary residence within the corporate boundaries of the local government.
- B. Employer shall pay directly for the expenses of moving Employee and his/ her family and personal property from [location name] to [location name]. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges. The Employee shall provide evidence of actual moving expenses by securing quotations from three (3) companies. The Employee shall submit these quotes to the Employer who, in consultation with the Employee, shall select the moving company.
- C. Employer agrees to reimburse Employee for actual lodging and meal expenses for his/her family en route from [location name] to [location name]. Mileage costs for moving two personal automobiles shall be reimbursed at the current IRS allowable rate of [cents amount] per mile.
- D. Employer agrees to pay Employee an interim housing supplement of [\$] per month for a period commencing [date] and shall continue for a maximum of [#] months, or until a home is purchased and closed on, within the corporate limits of the [local government name], whichever event occurs first.

- E. Employer agrees to reimburse Employee for a total of [#] roundtrip air fares for Employee and his/her family [# of total tickets] at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The Employee and his/her family may utilize and distribute the total [#] individual round trip tickets in any combination of individual members making the trips. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his/her family members on any trips conducted prior to relocation, as detailed herein.
- F. The Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving from temporary housing to permanent housing during the first year of this Agreement. The cost of this move must not exceed [\$].
- G. The Employer shall pay the Employee's tax liability on all Employer provided benefits for relocation and housing.

(optional language available in appendix)

Section 2.08: Home Sale and Purchase Expenses

- A. Employer shall reimburse Employee for the direct costs associated with the sale of Employee's existing personal residence, said reimbursement being limited to real estate agents' fees and other closing costs that are directly associated with the sale of the house. Said reimbursement should not exceed the sum of [\$].
- B. Employer shall reimburse Employee for the costs incidental to buying or building a primary residence within the [local government], including real estate fees, title insurance, and other costs directly associated with the purchase or construction of the house, said reimbursement not to exceed the sum of [\$].

(optional language available in appendix)



ARTICLE III: GENERAL WORK CONDITIONS

Section 3.01: Performance Evaluation

- A. Employer shall annually review the performance of the Employee in [month] subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee.
- B. The annual evaluation process, at a minimum, must include the opportunity for both parties to:
 - a. conduct a formulary session where the Employer and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period, as well as the upcoming twelve (12) month performance period,
 - following that formulary discussion, prepare a written evaluation ofgoals and objectives for the past and upcoming year,
 - c. next meet and discuss the written evaluation of these goals and objectives, and

- C. Present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.
- D. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- E. In the event the Employer deems the evaluation instrument, format, and/ or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

F. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 3.02: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employer intends that reasonable time off be permitted to Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the [position title].

Section 3.03: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement.



ARTICLE IV: EMPLOYMENT SEPARATION

Section 4.01: Resignation

Employee may terminate this Agreement by providing a minimum of 30 days' notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law.

Section 4.02: Termination

- A. For the purpose of this Agreement, termination shall occur when:
 - a. The majority of the governing body votes to terminate the Employee in accordance with [cite applicable local law] at a properly posted and duly authorized public meeting.
 - b. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

- c. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.
- d. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
- e. A breach of contract, declared by either party, is not cured within 30 days of written notice describing the conduct that constitutes a breach. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 5.03.
- B. Employee's refusal to comply with a directive that violates the ICMA Code of

Ethics shall in no event serve as cause for termination.

(optional language available in appendix)

Section 4.03: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 4.02. ICMA recommends a severance ranging between six (6) and twelve (12) months in recognition of the unique circumstances in the Employer's organization.

- A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to [x] months. This severance shall be paid in a lump sum or in a continuation of salary on the existing [biweekly/monthly] basis, at the Employee's option.
- B. The Employee shall be compensated for all vacation leave, and all paid holidays. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.
- C. For a minimum period of [insert number from Section 4.03A.] months following

termination, the Employer shall pay the cost to continue the following benefits:

- a. Health insurance for the employee and all dependents as provided in Section 2.02 (A), after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
- b. Life insurance as provided in Section 2.02(D).
- c. Short-term and long-term disability as provided in Section 2.02(B).
- d. Car allowance or payment of lease as provided in Section 2.04.
- e. Out placement services should the employee desire them in an amount not to exceed [\$10,000 to \$15,000 recommended], and
- f. Any other benefits available to other employees.
- D. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section.
- E. The termination and severance of Employee must be in accordance with the "Separation Agreement" agreed to by Employer and Employee. A template for such agreement is available from ICMA.

*Provisions for severance and severance related benefits may be governed by state and/or local law. Before entering into negotiations, both parties should be knowledgeable about relevant legal provisions.



ARTICLE V: GENERAL COVENANTS

Section 5.01: Indemnification

To the maximum extent permitted by law, the Employer must defend, save harmless, and indemnify the Employee from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to Employee's reasonable attorney's fees incurred in such action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as [title]. even if said claim is brought/filed following Employee's separation from employment or based upon Employee's own alleged negligence or misconduct, provided that at the time of the alleged act or omission, the Employee was then acting within the scope of his/her duties. Under these circumstances only, the Employer (and/or its insurer) must pay the amount of any settlement or judgment rendered thereon, and further, the Employer (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of

any settlement or judgment rendered thereon without recourse to the Employee.

In connection with those claims or suits involving the Employee in his/her professional capacity, the Employer must defend the Employee and/or must retain and pay for an attorney to represent the Employee (including all fees and costs) in connection with any such suit, claim, complaint, mediation, arbitration, or similar actions.

This Section survives the termination of this Agreement.

Section 5.02: Bonding

Employer shall bear the full cost of any bonds that Employee is required to obtain by any law or ordinance.

Section 5.03: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent

with or in conflict with the provisions of this Agreement, the [local government] charter, local ordinances or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other [appointed officials, appointed employees, department heads or general employees] of the Employer as provided in the charter, code, personnel rules and regulations, collective bargaining agreements, or by practice.

Section 5.04: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. This Agreement may be amended only by an express written agreement signed by the Employer and Employee. Such amendments must be incorporated and made a part of this Agreement.
- B. **Successors in Interest.** The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.
- C. **Effective Date**. This Agreement becomes effective on [date] and will continue until terminated.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they

- have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.
- E. **Precedence.** In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of Employer's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement must take precedence over contrary provisions of Employer's policies, ordinances, rules, and regulations or any such permissive law during the term of this Agreement.

Section 5.05: Notices

All notices and requests pursuant to this Agreement must be sent as follows:

- (a) EMPLOYER: [name of local government], address, city, state, zip
- (b) EMPLOYEE: name, address, city, state, zip

Notice must be deemed given as of the date of personal service, Federal Express, certified mail or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

THIS AGREEMENT has been executed as of the date first hereinabove written.

[Name of Local Government]

ivalie of Local Covernment]
Ву:
[Name of Employee]
Ву:

APPENDIX A: OPTIONAL LANGUAGE

Section 1.01. Term

The term of this Agreement shall be for an initial period of [#] years from [date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a [#] year term unless notice that the Agreement shall terminate is given at least [#] months (12 months recommended) before the expiration date.

In the event the Agreement is not renewed, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns. In the event that the Employee is terminated, as defined in Section 4.02 of this Agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum or in a continuation of salary on the existing [biweekly/monthly] basis, at the Employee's option, plus continuation of all benefits for the remainder of the term of this Agreement.

Section 2.01.C. Compensation

Option 1

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 1.03 of this Agreement. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

Option 2

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 1.03 of this Agreement in addition to providing a fixed annual increase in the Employee's salary based on an agreed upon economic indicator, such as the Consumer Price Index.

Option 3

The Employer agrees to increase the compensation by [%] each year.

Option 4

The Employer agrees to increase the compensation each year by at least the average across the board increase granted to other employees of the Employer.

Section 2.02.A. Health Disability and Life Insurance

Option 1

The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and his/her dependents, at a minimum, equal to that which is provided to all other employees of the [local government]. If the Employer's insurance requires a waiting period before the Employee is eligible for coverage under Employer's plan, the Employer must reimburse the employee for the costs of COBRA insurance for the same, during the initial waiting period.

Option 2

In the event that health, hospitalization, surgical, vision, dental, and comprehensive medical insurance does not exist, Employer agrees to provide coverage for the Employee [and dependents] in a manner mutually agreed upon by Employer and Employee.

Option 3

The Employer agrees to pay the cost to provide the Employee with one membership to a health club of the Employee's choice.

Option 4

The Employee may elect to submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

Section 2.03.A. Vacation, Sick, and Military Leave

Option 1

- A. Beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis equivalent to the number of years served in the profession.
- B. Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short- or long-term disability coverage takes effect and may be renewed after each occurrence.
- C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, sick leave, and other benefits to date.
- D. The Employee shall be entitled to military reserve leave time and parental leave pursuant to state law and [local government] policy.

Option 2

E. The Employee will annually be credited with five (5) days of executive leave.

Section 2.04. Employer Provided Vehicle

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer, which shall not be withheld without good cause.

The Employer agrees to be responsible for paying for liability, property damage,

and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile for Employee's business use.

Section 2.05. Retirement

Option 1

The Employer agrees to adopt a qualified 401(a) defined contribution plan offered through MissionSquare for the Employee in the form of a money purchase plan to which the Employer must contribute [%] of compensation annually. The 401(a) plan must be established as an employer paid plan with nondiscretionary contributions by the Employer and the Employee must have no right to receive such contributions in cash. The 401(a) plan must be established under a written plan document that meets the requirements of the Internal Revenue Code and such document is hereby incorporated herein by reference. The funds for the 401(a) plan must be invested in such investment vehicles as are allowable under the Internal Revenue Code and the Employee must make the sole determination as to how the funds are invested. The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Option 2

The Employer agrees to adopt a qualified 401(a) plan offered through MissionSquare for the Employee in the form of a profit-sharing plan to which the Employer agrees to contribute [%] of all performance bonuses annually. The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Section 2.07. Moving and Relocation Expenses

The Employer agrees to pay a lump sum payment of [\$] to the Employee to cover all relocation costs.

Section 2.08. Home Sale and Purchase Expenses

Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of [\$] per year, payable monthly, as a housing allowance to be used to purchase, lease, or own a residence in the community. The allowance shall be increased annually by [%] or by mutual agreement between the Employer and Employee.

Employee agrees to be responsible for the insurance on said property and is responsible for all expense's attendant to the purchase, maintenance, and repair of said residence.

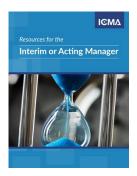
Section 4.02. Termination

In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay severance in accordance with Section 4.03 plus salary and benefits in accordance with Section 4.03 for any portion of the six months not worked.

APPENDIX B: ADDITIONAL ICMA CAREER GUIDES

ICMA CAREER GUIDES

ICMA's Career Guides are local government professional toolkits to help you thrive, from finding a position to succeeding as a first-time manager, or how to break into the profession from another field, and preparing the next generation through internships and Fellowships. Find all these guides at **icma.org/careerguides**.



Acting Manager's Handbook is a guidebook to help the acting manager make the most of a sometimesunexpected opportunity. (Member Resource)

icma.org/actingmgr



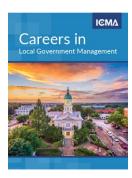
Breaking into Local Government will help career-changers enter the local government sector. Cases include private sector, military, and other government sectors.

icma.org/breakingintolg



Career Compass is a monthly column from ICMA focused on career issues for local government professional staff that appears in the ICMA Newsletter and online.

icma.org/careercompass



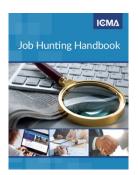
Careers in Local
Government Management

is an introduction to local government as a career, what city/town county management is, what managers do, and tips on education, skills, and job opportunities related to the profession.

icma.org/careersinlg



First-Time Administrator's Handbook covers items that should be considered before an interview, during an interview, before accepting a position, and before starting a new position. (Member Resource) icma.org/newmanager



Job Hunting Handbook is a resource that covers topics ranging from

topics ranging from mapping out your job search to negotiating compensation. (Member Resource)

icma.org/jobhandbook



Making It Work:
The Essentials of
Council-Manager
Relations provides the
competencies needed to
build a relationship that is
based on mutual respect,
understanding of roles,
and open communication.

icma.org/councilrelations



Management
Internships: A
Guidebook for Local
Governments helps
local government
managers and MPA
programs work together
to create meaningful
internship experiences.

icma.org/internships



Manager Evaluations
Handbook is a template
for new or tenured
managers to help
elected officials
design an effective
evaluation tool.
(Member Resource)

icma.org/evaluation



Model Employment Agreement is a template for municipal government administrators to use in crafting terms of hiring and employment. (Member Resource)

icma.org/ employmentagreement



Preparing for an Interview offers helpful hints once you've passed the resume screening and have been called in for a discussion.

icma.org/interviewguide



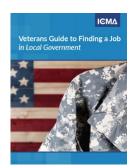
Preparing the Next Generation Case Studies highlights programs being used by local governments that believe it is their responsibility to mentor young and mid-career professionals. (Member Resource)

icma.org/nextgencases



Recruitment
Guidelines for
Selecting a
Local Government
Administrator presents
guidelines to help local
governments and
executive search firms
conduct a successful
recruitment for a local
government administrator/
chief administrative officer.

icma.org/ recruitmentguidelines



Veterans Guide to Finding a Job in Local Government offers tips and tactics to help veterans get the job they want in local government.

icma.org/veteransjobs-quide

Explore more career resources at icma.org/careerguides



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- Questions about ICMA Coaching: coaching@icma.org



INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION
777 N. Capitol St. NE, Ste. 500, Washington, DC 20002
202.962.3680 | 202.962.3500 (f) | icma.org

TAB 1

Candidate: <u>Paul Trombino</u>
Date:



Palm Coast, Florida - City Manager Mayor & City Council - Candidate Interview Session

This advance document is provided by Strategic Government Resources (SGR) to assist the Palm Coast Mayor & City Council in preparing for their public interviews with candidates for the City Manager position. Based on your feedback, there are 26 prioritized questions that can be used during the public interview sessions. Any questions that you may have recommended, but are not included in the prioritized list, can be used during your One-on-One sessions with the candidates.

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City Manager Candidate Interview Questions

Following is a series of potential questions for candidates, along with a scoring system (1= lowest, 5 = highest). The scoring system for each question will NOT be tallied as a group. The scoring system is merely provided as a tool to help each individual panel member track the various candidates and better recall and distinguish them when we begin the deliberation process.

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Opening Questions

1. Please share with us the main reasons you want to come to Palm Coast to assume the position of City Manager.

1 2 3 4 5

Homework

2. Please describe your understanding of the unique dynamics of our community and organization.

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Judgment

3. It can be difficult to use good judgment when everyone else seems to disagree with your approach. Tell us about a time when you had to go against the wishes/needs of your senior leadership team. What did you do? How did you explain your reasoning? What was the result?

Date:	<u></u>	<u>ıl Trombino</u>	
Change	Mana	namant	

Change Management

4. Describe a time when you were met with strong resistance to a change you implemented. How did you overcome it?

1 2 3 4 5

Cost Consciousness

5. Give us an example of a time when you had to reduce expenses. How did you determine where to cut costs? What was the impact?

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Interpersonal Skills

6. How do you facilitate open and transparent communication with the Governing Body, staff, Boards and Commissions, residents, and other stakeholders?

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Utility Experience

7. Please summarize your experience in managing/overseeing utility operations. In reviewing the Position Profile Brochure and the responsibilities of the position, what specific areas do you feel exceptionally strong in and what aspects of this position will require you to devote more time to master?

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Candidat Date:	e: <u>Paul Trombino</u>
Diversity	
	ell us about the last three people you hired. How were they similar and different? 2 3 4 5
Leadersl	nip
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Ethics	
yo	escribe a situation where you worked with someone you did not like or respect. How did ou cope with the relationship? 2 3 4 5

Capital Project Management

- 12. Please describe your experience and skills in capital infrastructure planning, maintenance, and financing. In your response, please highlight any related creative financing strategies you have used to address CIP infrastructure shortfalls.

 1 2 3 4 5
- 13. Give us an example of a project that was difficult to complete despite having a well thought out plan. What did you do about it?

Candidate: <u>Paul Trombino</u>
Date:

Communication

14. What experience have you had working with stakeholder groups in the community? Please give us some examples of success you have had with these groups or individuals and explain your role in the issue and process.

1 2 3 4 5

15. What has been your experience in making presentations to the governing body, neighborhood groups, and/or to other groups?

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Managing People

16. What approach have you taken to provide performance feedback to staff? Tell us about the most difficult feedback session you have had and how you planned for it.

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Economic Development & Growth Management

17. What do you consider to be Palm Coast's single biggest asset in attracting new businesses and industries?

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19. What strategies would you follow to help Palm Coast address its growth management concerns?

Candidate: <u>Paul Trombino</u> Date:	
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- 20. What hands on experience have you had working with Police & Fire Departments? What was the biggest oversight issue you faced and how did you resolve it? What are the lessons learned from that experience?
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- 21. The City Manager is responsible for juggling numerous projects and initiatives simultaneously. Tell us about how you manage multiple projects and communicating progress updates to the appropriate people and the specific procedures you use to keep everyone abreast of project schedules?
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Board Skills

- 22. Tell us how you may have or would help a divided Governing Body achieve consensus on a politically charged issue?
 - 1 2 3 4 5
- 23. Please tell us about how you may have helped a group successfully solve an issue where there was conflict and/or severe differences of opinion on a proposed course of action/decision.
 - 1 2 3 4 5

Personal Characteristics

- 24. How do you effectively handle having so many bosses, who may sometimes have differing goals and agendas?
 - 1 2 3 4 5

Candidate: Paul Trombino Date:
Closing Question
25. Please tell us why you are the best candidate to serve as Palm Coast's next City Manager?1 2 3 4 5
OR the Below Alternate Proposed Question
26. Given the recent controversies that have occurred in Palm Coast, tell us why you remain interested in the position of City Manager.1 2 3 4 5

PAUL TROMBINO III

6620 7th Street, Greeley, CO | (608) 347-9801 | tinotrombino@gmail.com

December 29, 2024

Doug Thomas
Executive Vice President
Strategic Government Resources

Subject: City Manager - City of Palm Coast, Florida

Dear Mr. Thomas

Please find enclosed my resume for the City Manager position for the City of Palm Coast, Florida. I have a diverse career in leadership, public administration, federal, state, and local government, and management in public and private organizations. I bring a proven executive-level track record in team building and fostering collaborative work environments resulting in improved products and services to customers.

I have a sound understanding and experience in public finance, state and federal grants, large redevelopment and transportation projects, preparedness, and recovery, and developing quality of life and economic opportunities for communities. My experience has shown me how each service and project are connected on a broader economic development level to enrich lives and positively impact communities.

I have demonstrated experience in leading diverse teams and bringing an entrepreneurial process for improved collaboration and a unique vision to see solutions which cross departments. Some examples are as follows:

- Developed and implemented the first-of-kind demand-based supply chain network design of an entire State, leveraging freight commodity data for business expansion, economic development, and lower business transportation freight costs;
- Recruitment of a startup technology company Alquist 3D to locate their headquarters in the
 City of Greeley where we are now developing new designs for creating modular sustainable
 infrastructure elements to lower cost and improve resiliency and functionality. Recruitment
 process also required development and implementation of a new workforce development
 partnership and program with Aims Community College for a <u>3D Concrete Printing Course</u>.
- Developed and leading the Cache La Poudre River Restoration Initiative project master plan
 designed to restore the river's ecological balance, enhance quality of life, create economic

- opportunities within the City of Greeley through a coalition of municipal partners, Weld County, the Colorado Department of Natural Resources, the Coalition for the Poudre River Watershed, and the U.S. Environmental Protection Agency;
- Initiated and led the development of the Strategic Business Plan for the Greeley-Weld County Airport (GXY). The plan was unanimously adopted by City Council and Weld County Board of Commissioners. The plan has generated immediate interest and led the initiation of JBS Foods USA to relocate their corporate flight operations to the airport with a new Hangar for a fleet international-capable jet planes and, under final negotiations for a new corporate Jet Fixed Based Operator (FBO) who will be constructing a multimillion-dollar hangar and fuel operations for the GXY Airport.

Developing strong connectivity and communication with the Mayor, City Council, City Team members, community members and businesses is critical to the role of the City Manager and the City of Palm Coast's success. One of my key strengths is building strong, trusting relationships through excellent communication both internally and externally.

I would greatly appreciate the opportunity to meet and discuss the City Manager position and how I would be an excellent fit for the position and leader for the City of Palm Coast. Thank you for your time and consideration.

Sincerely,

Paul Trombino III

PAUL TROMBINO III

Inspiring Leadership

PROFILE

Proven executive-level track record in large, complex organizations and improving their efficiency.

Expertise and experience across all disciplines of organizational management including IT and data analytics. Thorough knowledge and expertise of state government, municipalities, and federal agencies.

Unique ability and vision for solutions to complex issues and service-line improvements. Exceptional communication and leadership skills in delivery of projects, programs, budgets, teamwork, executing policy direction, and strategic planning.

WORK EXPERIENCE

City of Greeley, CO / 2021 (June) - Present

Managing Director (2025 to Present) Lead City-wide Capital Improvement Program, Special Projects, Oversight of Public Works & Transportation Department

Director, Public Works Department (2021 to 2025)

Lead implementation of Capital Improvement Program and the areas of Urban Transportation Planning, Project Delivery, Stormwater Utility, Water Quality, Facilities, Streets, Transit, Engineering, and Fleet

- Implemented realigned PW organizational structure for high performance using Entrepreneurial Operating System (EOS)
 - o Implementing an improved collaborative "One-Team" approach within PW
- Developed 15-year Transportation CIP, city-wide facilities improvement strategy, and overall vision for future city urban landscape
- Implemented operational alignment strategy for improvement, efficiency across departments
- Lead development of Clean, Safe, Beautiful (CSB) plan for City
 - o New Downtown CSB Ambassadors and Landscape Beautification plan
- Secured \$110 million in grant funds since 2022 for projects
- Implemented new standards for Stormwater and Transportation
- Led development Transportation Master Plan for enhanced Mobility Approved in 2023
- Initiated and leading transformative Poudre Rover Restoration Initiative Project
- Served as Interim Director of Economic Development 2022:
 - o Recruited Start-up Technology company Alquist 3D
 - o Led partnership development with Alquist & Aims Community College
 - o Resulted in Aims CC Board approved \$25M Construction of Workforce Innovation Center with Alquist as first tenant integrating Technology R&D and Workforce

State of Iowa / 2019 – 2021 (June)

Director & Homeland Security Advisor (2021); Chief Operating Officer (COO) (2019 - 2021)

As Director of the lowa Department of Homeland Security and Emergency Management, led all hazards coordination, collaboration, and support for lowa citizens, communities, and businesses. As COO, provided operational management and leadership of state government focused on strategic business initiatives to improve enterprise collaboration and productivity.

- Led 2019 lowa flood response and recovery efforts. Implemented new flood recovery fund, Governor's Flood Recovery Advisor Board, four-state coalition, and multi-federal agency partnership. Levee repairs completed in 2022
- Led effort to upgrade fragmented state financial management and HR system negotiated contract, secured funding, and plan for 30-month implementation of cloud-based single ERP for 35 agencies and 17,000 employees
- Served additional role as Interim Director of the Iowa Department of Administrative Services from 2020-2021; realigned into customer centric organization utilizing Entrepreneurial Operating System (EOS)
- Coordinated state-wide pandemic response; implemented state-wide Test lowa program and developed critical pandemic data analytics

CONTACT

608.347.9801

in LinkedIn.com/in/Paul Trombino III

• 6620 7th Street Greeley, CO, 80634

EDUCATION

Bachelor of Science – Civil Engineering

Tau Beta Pi Honors
University of Wisconsin – Milwaukee
1995

Bachelor of Science – Economics University of Wisconsin – Madison 1988

SKILLS / Professional & Technical

- · Leadership and Communication
- Fostering One-Team Approach
- Empowering Innovation
- Problem Solving
- Financial Management
- Business Development
- Organization Strategies
- Strategic Planning
- Data Integration

PAUL TROMBINO III

Inspiring Leadership

WORK EXPERIENCE CONTINUED

McClure Engineering Company / 2017 - 2019

President

MEC provides a full spectrum of professional consulting services to public (cities and states) and private companies. Operational responsibility for people and business, fiduciary management with 11 offices across four states (IA, MO, KS, OK), clients and projects in 40 states

• Implemented new unique business line in economic development and creative placemaking $State\ of\ Iowa-Department\ of\ Transportation\ /\ 2011-2016$

Director

Chief Executive Officer of state transportation agency responsible for operations of multi-modal transportation system, motor vehicle services, and motor vehicle enforcement (state officers). Implemented organizational process improvements resulting in improved product and service delivery across business lines

- Developed and implemented Leadership program at department
- \$100 million in cost savings in three years through strategy to densify and accelerate construction projects
- Received national award for 2011 reconstruction of I-680 in 34 days
- Developed Track-A-Plow process for citizens and businesses to view live location of snowplows, camera view from snowplow and, road conditions; set performance targets for winter operations resulted in improved performance of equipment, materials, and people
- Transformed driver and motor carrier services to online / kiosk for licenses and permits
- First-of-kind demand-based supply chain network design of an entire State, leveraging freight commodity data for business expansion, economic development, and lower business transportation freight costs
- Led transportation funding increase (Gas Tax) through the state legislature in 2015
- Elected 2015-2016 President of the American Association of State Highway Transportation Officials (AASHTO)
- Selected 2016 Vice Chair Transportation Research Board Executive Committee, National Academies of Sciences, Engineering, and Medicine
- Confirmed twice by the Iowa State Senate in 2011 and 2016

Wisconsin Department of Transportation / 1994 – 2011

Key roles: Director, Bureau of Transit, Local Roads, Rails & Harbors (2011); Operations Director, Highway Division (2005 - 2011); Director, Bureau of Statewide Structures (2004-2005); Manager, Highway Contracts and Bid Letting (2002-2004)

- Administer local program funding for transit systems, local road programs, freight, and passenger rail systems and, harbors across the state
- Led delivery of annual \$1 billion highway construction program
- Implemented executive-level project management for successful delivery of state Mega project (Marquette Interchange - \$900 million project), completed on-time and on-budget
- Led redesign of DOT emergency operations plan with Wisconsin State Patrol

FINANCE AND BANKING EXPERIENCE (1988-1991)

- Corporate Trust account management, bond (federal/local) administration
- Corporate and broker mutual fund account and dispute resolution
- Riggs National Bank (Washington DC) and Kemper Financial Services (Chicago)

PROFESSIONAL

- Professional Engineer State of Wisconsin and Colorado
- Wharton Transportation Executive Program 2012 The Wharton School, Aresty Institute of Executive Education, University of Pennsylvania
- Appointed to USDOT Transportation Vulnerability and Resilience Expert Task Group December 2023 to June 2025
- Member ASCE, APWA, ICMA

ABOUT ME

- Dedicated
- Optimistic
- Fitness Passion
- 5-time Ironman Triathlon Finisher

REFERENCES

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T: 703.898.8173

E: cspedati@gmail.com

Scott Marler

Iowa DOT

Director

T: 515.357.9463

E: Scott.Marler@iowadot.us

Kelly Langer

Lakeside Engineers

President

T: 262.385.1617

E: Kelly.Langer@lakesideengineers.com

Juliana Kitten

City of Greeley

Assistant City Manager

T: 806.678.8407

E: Juliana.Kitten@greeleygov.com

Staycie McNamara

City of Greeley

Intergovernmental Affairs Officer

T: 518.929.5415

E: Staycie.McNamara@greeleygov.com

Unique Experience

Presidential Appointment – FHWA Administrator (2017)

- U.S. Senate EPA Committee Approval October 2017
- Withdrew for family reasons December 2017

First Year Game Plan as Palm Coast's City Manager

As the newly appointed City Manager of Palm Coast, Florida, my commitment is to lead with transparency, collaboration, and a focus on sustainable growth to ensure the city remains a premier place to live, work, and play.

This First Year Game Plan outlines my approach to acclimating to my responsibilities over the first 30, 60, 90, 180 days, and the remaining six months, while addressing key challenges and opportunities in areas such as growth management, infrastructure and utilities, economic diversification, western expansion, Council-Manager-community relations, and recruitment, retention, and succession planning.

This plan is informed by my professional experience and insights gathered from Palm Coast's public resources, including the city's website, strategic plans, and recent developments. Finally, I acknowledge the best information comes from day-to-day relationships and connections within the City of Palm Coast. The key to my first year Game Plan is my ability to adapt the plan with new information gathered and policy direction provided in order to deliver results for City Council, residents, and businesses.

<u>First 30 Days:</u> <u>Listening, Learning, and Laying a Foundation of Productive Relationships</u> <u>Objective:</u> Establish a strong foundation by understanding the city's operations, culture, and community dynamics.

- Establishing a regular meeting structure rhythm with Mayor Norris, Vice Mayor Pontieri and other City Council Members.
- Attend City of Palm Coast departmental meetings with Acting City Manager Lauren Johnston, Chief of Staff Jason DeLorenzo, and department heads to understand their priorities, ongoing initiatives, expectations and, to build a team rapport.
- Engage with staff through a citywide "listening tour" to assess organizational teamwork, morale, operational challenges, and opportunities for improvement.
- Attend community events and meetings with residents, business owners, and stakeholders to understand their concerns and aspirations, particularly regarding growth, infrastructure, and economic development.

During this first 30-days, it will be important to have in-depth reviews of key strategic plans such as The *Imagine 2050 Comprehensive Plan*, the *2025 Utility Strategic Plan*, and the *2024 Strategic Action plan*. These three plans address the most notable critical areas for the community in Economic Development and Diversification, Infrastructure, Utilities and Western expansion. These will provide some further insight regarding plans for smart, managed and intentional growth.

First 60 Days: Assessing and Prioritizing

Objective: Deepen understanding of key issues and develop initial options and strategies to address them.

- Analyze the city's financial health by reviewing the 2024-2025 budget, utility gap analysis by Raftelis, and the 5-Year Capital Improvement Plan (CIP). The CIP's planned bond issuance for utility upgrades is a significant financial commitment which will need careful oversight and regular transparent reporting to communicate work progress and instill trust of residents.
- Work with the Community Development Department to evaluate growth management policies, focusing on the Comprehensive Plan's implementation and the Land Development Code (LDC) updates.
- Collaborate with the Stormwater and Engineering Department to assess infrastructure CIP projects status like canal dredging plan and pavement management program.
- Propose to host a town hall meeting to present initial observations and gather further community feedback, reinforcing transparency and engagement.

• Establish regular communication channels with weekly updates to City Council and a bi-weekly newsletter to residents, to keep stakeholders informed about progress on key initiatives.

First 90 Days: Action Planning and Early Wins

Objective: Launch actionable initiatives to address immediate needs and build momentum.

- Present a 90-day progress report and high-level analysis of city administration organizational structure to City Council, outlining key findings and proposed strategies to improve processes.
- Review the business economics in the City and develop a status report of City-wide retail and small business health and, review opportunities to develop a certified site program to draw businesses in technology, manufacturing and industrial growth.
- Review partnership opportunities with Flagler County and the Flagler Executive Airport.
 - The airport has a direct link to existing City businesses and future business growth in addition to quality-of-life issues for residents.
 - Investigate options and potential to create an Airport Authority Board to ensure the City's interests are represented.
- Assess and review City's emergency management planning and preparedness.
 - Conduct table-top exercise to review organizational abilities and ensure communication linkages are in high-level readiness.

First 180 Days: Implementation and Stakeholder Alignment

Objective: Drive implementation of key initiatives while strengthening relationships across the City.

- Collaborate with the Council to finalize the 2025-2026 budget, ensuring alignment with strategic priorities like infrastructure investment and economic development.
- Develop and begin leadership development program for City team.
- Provide a workforce analysis to identify gaps and needs for recruitment strategy. (i.e., internship program, technical capabilities assessment and skill program, professional development).
- Implement future-focused realigned city administration which improves efficiency, effectiveness, and teamwork.
- Develop a recruitment program targeting diverse candidates, building on the city's partnership with local community organizations.
- Facilitate townhall meeting to discuss the westward expansion, ensuring community input shapes decisions on land-use.
- Implement real-time straightforward dashboards for all utilities and CIP projects for status, performance indicators, schedule and budget tracking.
- Broaden regional understanding and relationships through The Northeast Florida Regional Council (NEFRC) and the River to Sea Transportation Planning Organization (River to Sea TPO) and other regional partnerships.

Remaining 6 Months: Evaluation and Long-Term Planning

Objective: Assess progress, adjust strategies, and lay the groundwork for future success.

- Evaluate the impact of initiatives launched in the first 180 days.
- Begin process to incorporate lessons learned from my first year and community feedback.
- Strengthen interdepartmental collaboration by implementing cross-training programs to enhance operational efficiency.
- Develop a growth management roadmap, integrating findings of first year to ensure sustainable development practices.
- Expand the small business support program.

- Establish Economic Authority to drive and identify new industries for economic growth technology, manufacturing, industrial, sports tourism and cultural opportunities.
- Diversify current City revenue aiming to boost sales tax and franchise fee revenue by increasing commercial activity.*
- Monitor the progress of utility projects and explore additional funding sources, such as grants, to reduce reliance on rate increases.
- Utilize EBITDA** analysis to optimize operational efficiency for utilities.

My First Year Game Plan is designed to address the City of Palm Coast's immediate needs while laying a long-term foundation for continuous improvement and growth. By initially focusing on listening and engagement with City Council, residents, businesses, and the City team, the first-year plan will evolve with their input and deliver on creating a trusted one-team approach for improved outcomes.

Together, we will tackle pressing challenges and capitalize on opportunities for growth and development. My approach will remain adaptive, ensuring that Palm Coast continues to thrive while meeting the needs of its residents and preparing for a rewarding and resilient future. Thank you.

Palm Coast's revenue structure, totaling \$120.425 million, relies heavily on ad valorem taxes (33.5%), utility user fees (20.9%), and intergovernmental revenues (18.7%), reflecting a residential-heavy tax base and growth-driven funding model.

**EBITDA—stands for Earnings Before Interest, Taxes, Depreciation, and Amortization. This financial metric can be used to evaluate a company's operating performance and profitability by focusing on earnings from core business operations, excluding certain non-operating expenses and accounting adjustments. As a result, this same tool has applications to utilities—such as water and wastewater.

^{*(}current estimated revenue by category as follows: Ad Valorem Taxes: 33.5%; Utility User Fees: 20.9%; Impact Fees: 15.3%; Intergovernmental Revenues: 18.7%; Sales and Other Taxes: 7.9%; Licenses, Permits, and Fees: 2.5%; Other Revenues: 1.2%)

TAB 2

Candidate: <u>Richard Hough</u>
Date:



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Date:	_	

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Homework

2. Please describe your understanding of the unique dynamics of our community and organization.

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Judgment

3. It can be difficult to use good judgment when everyone else seems to disagree with your approach. Tell us about a time when you had to go against the wishes/needs of your senior leadership team. What did you do? How did you explain your reasoning? What was the result?

Date:	

Change Management

4. Describe a time when you were met with strong resistance to a change you implemented. How did you overcome it?

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Cost Consciousness

5. Give us an example of a time when you had to reduce expenses. How did you determine where to cut costs? What was the impact?

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Interpersonal Skills

6. How do you facilitate open and transparent communication with the Governing Body, staff, Boards and Commissions, residents, and other stakeholders?

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7. Please summarize your experience in managing/overseeing utility operations. In reviewing the Position Profile Brochure and the responsibilities of the position, what specific areas do you feel exceptionally strong in and what aspects of this position will require you to devote more time to master?

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Candidate: <u>Richard Hough</u>	
Date:	

Communication

14. What experience have you had working with stakeholder groups in the community? Please give us some examples of success you have had with these groups or individuals and explain your role in the issue and process.

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Managing People

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Economic Development & Growth Management

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Candidate: Richard Hough Date:
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20. What hands on experience have you had working with Police & Fire Departments? What was the biggest oversight issue you faced and how did you resolve it? What are the lessons learned from that experience? 1 2 3 4 5
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21. The City Manager is responsible for juggling numerous projects and initiatives simultaneously. Tell us about how you manage multiple projects and communicating progress updates to the appropriate people and the specific procedures you use to keep everyone abreast of project schedules? 1 2 3 4 5
Board Skills

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23. Please tell us about how you may have helped a group successfully solve an issue where there was conflict and/or severe differences of opinion on a proposed course of action/decision.

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Personal Characteristics

24. How do you effectively handle having so many bosses, who may sometimes have differing goals and agendas?

Candidate: <u>Richard Hough</u> Date:
Closing Question
25. Please tell us why you are the best candidate to serve as Palm Coast's next City Manager?1 2 3 4 5
OR the Below Alternate Proposed Question
26. Given the recent controversies that have occurred in Palm Coast, tell us why you remain interested in the position of City Manager.1 2 3 4 5

Mayor & City Council Proposed Questions

Richard A. Hough II

December 24, 2024

Mr. Doug Thomas SGR Executive Vice President

As a passionate public servant and engaged community member, I am deeply interested in the Palm Coast City Manager position. My skills and background make me uniquely qualified to excel in the position.

As a retired Army Colonel, I developed the appropriate skills necessary to be a successful administrator, having served as an engineer, operations manager, strategic planner, and commander over thousands of Soldiers. Additionally, having served six years as the Walworth County Director of Public Works, I have a comprehensive knowledge base from which to guide and assist Palm Coast officials and staff through the collaborative efforts necessary for steady progress toward achieving strategic goals and plans, as envisioned by the board and other community leaders. In addition, my resilient personality aligns well with the executive position, which I would highlight during an interview.

Career achievements that align well with your position requirements include:

Vision Became Reality: In 2023, Walworth County Public Works became the first county in Wisconsin to achieve American Public Works Association accreditation. The process required influencing changes to Information Technology, Finance, Corporation Counsel, Administration, and Human Resources policies.

Leadership: Led two Army brigades and one battalion and held two company commands for eight years of executive leadership, overseeing all fiscal, human resources, logistics, and operational activities.

Innovator: Leveraging decades of fleet management experience in the U.S. Army, I revamped county fleet management procedures, reducing fleet procurement costs by 25% while improving operating rates, reducing insurance costs, and strengthening interdepartmental relationships with fleet staff. In 2023, the fleet staff received recognition for their efforts with the Sheriff's Office Annual Award.

Fiscal Management: Boldly directed organizational, operational, and cultural changes while sustaining the department's operating budget at \$16M for six years; improved the department's grant award rates five-fold; and improved infrastructure, fleet, and operational reserve balances by four-fold.

Strategic Planning: Led organization efforts to expand county capital planning from a 5-year to a 10-year timeframe, improving the alignment of project requests with strategic plans.

Fiscal Acumen: Developed and implemented new capital budget planning and management controls for Walworth County, improving interdepartmental coordination, project justifications, and prioritization.

Community Leadership: Initiated and sustained a highly collaborative and successful triannual intergovernmental cooperation meeting of all Public Works-related departments in the County.

Visionary: Hand-selected to support strategic research initiatives for the U.S. Army's top general (Army Chief of Staff) that resulted in overhauling the army acquisition enterprise, a \$32B annual appropriation.

With decades of relevant, progressive leadership over military and local government entities, I will bring a unique and innovative perspective to Palm Coast. I look forward to an interview in which I can elaborate on how I might assist your community with future challenges and translate strategic plans into realities.

Sincerely, Richard A. Hough

Professional References

Your Name:	Richard A. Hough II	
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1.	Reference Name	Rick Stacey		
	Title	County Chair & Supervisor		
	Organization	Walworth County		
	Relationship	Committee Chair and Board Member		
	Preferred Phone	262-745-3873	Email	rickstacey@yahoo.com
	Mr. Stacev has b	een a Walworth County elected official for twenty years. He is the current		

Mr. Stacey has been a Walworth County elected official for twenty years. He is the current Walworth County Committee Chairman.

2.	Reference Name	David Bretl		
	Title	County Administrator		
	Organization	Walworth County		
	Relationship	Former Walworth County Administrator		
	Preferred Phone	414-350-3328 (C) 262-903-9509 (W) Email Bretld.paa@gmail.com		
	After retiring from the U.S. Army, Mr. Bretl hired me as the Walworth County Public			
	Works Director.			

3.	Reference Name	Mark Luberda		
	Title	County Administrator		
	Organization	Walworth County		
	Relationship	ationship Walworth County Administrator		
	Preferred Phone	262-741-4350	Email	mluberda@co.walworth.wi.us
	Walworth County Administrator since 2020. Current supervisor.			

4.	Reference Name	John Hussey		
	Title	Major General		
	Organization	U.S. Army & The Citadel		
	Relationship	Former Commanding General, U.S. Army		
	Preferred Phone	845-534-5272	Email	jfhuss@aol.com
	We have known one another since 2015, when I was assigned as one of his subordinate			

We have known one another since 2015, when I was assigned as one of his subordinate brigade commanders.

5.	Reference Name	Alex Kozlov		
	Title	Executive Vice President		
	Organization	MacDonald-Bedford		
	Relationship	Former Commanding General, U.S. Army		
	Preferred Phone	808-765-8696	Email	alexkozlov@me.com
	We have known one another since 2004, when we worked together to develop			

We have known one another since 2004, when we worked together to develop infrastructure in Kuwait.

RICHARD A. HOUGH II

DIRECTOR OF PUBLIC WORKS

WORK EXPERIENCE

Director of Public Works & County Highway Commissioner Walworth County | September 2018 - Present

Oversight of \$16M operating budget and \$10-\$30M in annual capital projects. Responsible for personnel (71), administrative, and operational activities for facilities, parks, fleet, solid waste, and public roadways.

- Developed county procedures for capital improvement planning, improving project justification, controls, and strategic/fiscal alignment.
- Boldly established fleet life-cycle management policies with a 25% reduction in future equipment procurement and maintenance costs.
- Decisiveness decision-making resulted in a 50% reduction in winter maintenance material costs, reducing environmental impacts.
- Managed all infrastructure projects, expenditures, and procurements.
- Budget-conscious decisions generated a five-fold increase in grant awards, significantly improving department reserve account balances.
- Developed standardized reports for administrative and supervisory committees, boards, and commissions to improve communication.
- Supported a portfolio of standing and Ad hoc committees and special projects as directed by the County Administrator.
- Identified and implemented a joint project with the Village of East Troy that improved the vitality of their downtown.
- Achieved initial American Public Works Association accreditation.

Army Element Commander

U.S. Army Africa, Army Command Element | Feb. - Aug. 2018

Responsible for the administrative management of 2,500 Soldiers and \$27M in Operating budget. Oversee command logistics and administrative functions.

- Enhanced operational support between the U.S. Army, Joint components, and 11 counties in East Africa.
- Improved administrative and logistics management processes for the command before retirement.

Senior Research Fellow

Army Future Studies Group | U.S. Army | July 2017 - February 2018

Provide the Chief of Staff of the U.S. Army with strategic research and analytical support during the overhaul of the U.S. Army Acquisition Enterprise with influence over \$32B in annual procurements.

- Established critical strategic relationships with the Congressional representatives and defense-related commissions to enable research.
- The team's research, analysis, and vision led to the strategic realignment of all U.S. Army labs, centers, and capability development centers under the new Army Future Command in Austin, Texas.

CONTACT INFORMATION

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Richard.a.hough71@gmail.com



608-344-1620



Fort Atkinson, WI



Linkedin.com/in/richard-hough-44b1367b

EDUCATION

Master's | Strategic Studies U.S. Army War College | 2013 Carlisle Barracks, PA

Master's | Public Administration Golden Gate University | 2001 San Francisco, CA

AREAS OF EXPERTISE

- Leadership & Personnel Management
- Finance Management & Budgeting
- Public Speaking & Communication
- Strategic Planning & Internal Controls
- Infrastructure Planning & DevelopmentData Analytics & Process Improvement
- Organizational Change Management
- Collaborative Engagement Strategies

BEST QUALIFIED

With decades of recognized expertise in developing and, more importantly, sustaining momentum during the implementation of strategic plans, I offer the decisive and resilient leadership your community is seeking in its next City Manager.

RICHARD A. HOUGH II

Brigade Commander

Mission Command Training Brigade (MCTB) | Jun. 2015 - Jun. 2017

Command provided senior military advisory services to U.S. and foreign military organizations seeking to improve internal decision-making processes.

- Provided executive oversight and evaluation of mission logistics and operations, strategic planning, and personnel development.
- Managed brigade operating and training budget of \$5M for 120 Soldiers.
- Recruitment efforts improved staffing from 50% to 100% filled.
- Performance resulted in selection as the Division Chief of Staff before subsequently selection for the prestigious fellowship (above).

Chief of Operations and Strategic Plans Combined Joint Task Force-Horn of Africa | Jan. 2013 – Jan. 2014

Directed East African engagement activities as lead strategic planner and operations manager, overseeing 30 Service Members.

- Led counterterrorism, counter-piracy, and strategic cooperation and engagement activities in 11 African nations and the Middle East.
- Directed planning and analytical efforts to restructure the organization; reduced strength by forty percent without mission degradation.
- Recognized for exceptional contributions to the command's mission with a Defense Meritorious Service Medal.

Operations Officer and Battalion Commander 411th Engineer Battalion | U.S. Army | Sep. 2006 – Sep. 2011

Provide horizontal and vertical construction capabilities to the U.S. Army.

- Successfully directed dozens of international engineering projects and training events in Asia, the Pacific, Africa, and Europe.
- Executive oversight of commands 954 personnel, logistics, operational, and personnel activities.
- Managed battalion operating and training budget of \$3M.

Engineer Plans & Services Officer

Area Support Group - Kuwait | U.S. Army | Jan. 2004 - Jan. 2005

Provide infrastructure services in Kuwait to support Operation Iraqi Freedom (OIF) and Operation Enduring Freedom (OEF).

- Managed the rapid expansion of military infrastructure (ports, real property, housing) capabilities in Kuwait and southern Iraq.
- Expanded Kuwait infrastructure to enable support of 30,000+ service members and regional operations.
- Managed dozens of real property negotiations.
- Led the efforts of thousands of laborers and the completion of over \$250M in infrastructure projects before redeployment.

NON-DEGREE / NON-MILITARY COURSEWORK

- Wisconsin/Illinois Joint Certified Public Manager Program (Ongoing)
- FEMA Emergency Management Courses (Online)

HONORS & AWARDS

LOCAL GOVERNMENT

- Recognized by the American Public Works Association for having developed 5 model practices during accreditation
- APWA Wisconsin Chapter recognized the department for its first-ever Award in Snow and Ice Control
- Recognized as a High Achiever for all six years with Walworth County
- Accreditation evaluator for the American Public Works Association

U.S. Army Career

- Hand Selected as a Senior Research
 Fellow of the U.S. Army Chief of Staff
- Joint Qualified Officer, Retired Colonel
- Recognized #1 of 15 Brigade Commanders
- Recognized #1 of 9 Battalion Commanders
- Top 10% of graduates at the Command and General Staff College (CGSC)

MEMBERSHIPS

- International City/County Management Association
- American Public Works Association
- Wisconsin County Highway Association
- Fire & Emergency Medical Services Study Committee, Walworth County

PERSONAL MOTTO's

"Put it all on the table," be honest, and openly share thoughts and plans.

"Empower Others" by delegating to subordinates, thus enabling your ability to manage the big picture.

City of Palm Coast, Florida Narrative First Year Game Plan: City Manager | July 2025 – June 2026 Prepared: June 2025

As I begin my service as the next City Manager of Palm Coast, I do so with humility, energy, and deep appreciation for the trust placed in me. Palm Coast is a dynamic, rapidly growing city with exceptional assets: a talented municipal workforce, an engaged City Council, dedicated residents, and a powerful vision for its future. My first year will be pivotal in translating that vision into aligned operations, responsive service, and long-term community value.

Laying Groundwork Before Day One: The Prior 30 Days

Even before officially assuming office, I will initiate dialogue with the Interim City Manager and Finance Director to thoroughly review Palm Coast's budget process, structure, and critical documentation, including the FY2025 Annual Budget Report and Utility Strategic Plan. These pre-arrival briefings will offer an early understanding of our capital projects, revenue projections, and strategic spending priorities. This engagement will also allow me to begin building relationships with key staff members while supporting a seamless leadership transition.

First 30 Days: Foundations and Orientation

The first month will focus on relationship-building, operational immersion, and performance alignment. I will conduct individual onboarding meetings with each City Council member, Charter Officer, and Department Director to understand expectations, historical context, and future aspirations. This will culminate in a written Onboarding Summary Report delivered to the City Council.

Simultaneously, I will conduct a full organizational review, assessing workforce structure, key vacancies, departmental KPIs, and service levels. Tours of all City-owned facilities, utility infrastructure, and public works systems—including our stormwater operations—will help ground my decision-making in field-level understanding.

Deliverables for this period will include:

- A City Manager Performance Goals Memo aligned with Council priorities.
- An Initial Organizational Readiness Assessment.
- Department-level SWOT snapshots to inform internal strategy development.

Routine briefings with the Mayor and regular communications with the full Council will begin immediately to ensure strong alignment on both policy and process.

First 60 Days: Internal Alignment and Budget Readiness

With foundational relationships established, my attention will pivot toward aligning internal operations with fiscal planning. I will lead the supervision of FY2026 Budget Workshops while evaluating how our Strategic Action Plan and long-range Comprehensive Plan intersect with current and future capital needs. The Utility Strategic Plan will serve as a north star for our infrastructure reliability and funding strategies.

I will also host a City Manager town hall for staff and initiate regular department walkthroughs, giving employees access to leadership and creating informal channels for feedback. Meanwhile, I will begin compiling a Stakeholder Heatmap—a tool to prioritize relationship-building with internal influencers, business leaders, nonprofit organizations, and regional partners.

Data from Palm Coast Connect and citywide engagement platforms will be reviewed to evaluate common trends, customer service gaps, and community concerns, ensuring these insights inform both policy and communication strategies.

Deliverables by Day 90 will include:

A Council Workshop on Budget Readiness.

First 90 Days: Strategic Assessment and Budget Finalization

The third month marks a significant operational milestone: finalization of the FY2026 Proposed Budget. This budget will reflect strategic reallocations where needed, while aligning spending with Council's vision, capital project timelines, and workforce needs. The budget document will be presented with an accompanying internal analysis to clarify assumptions, projections, and fiscal outlook.

In tandem, I will launch a formal Western Expansion and Infrastructure Assessment. This initiative will evaluate infrastructure needs, annexation potential, and intergovernmental collaboration opportunities as Palm Coast grows westward. It will involve direct engagement with regional planning agencies, legislative liaisons, and private-sector partners.

I will also formalize the Infrastructure Coordination Team (ICT) and Asset Management Team—two interdepartmental task forces designed to streamline project delivery and enhance internal communication. In addition, I will deliver a working draft of a Data-Informed Decision-Making Framework, with KPIs that link department performance to policy outcomes.

Deliverables by Day 90 will include:

- The FY2026 Budget Draft and Executive Summary.
- A Western Expansion & Infrastructure Snapshot Report.
- A Council Workshop on Capital Improvement Program Readiness.

First 180 Days: Community Engagement and Infrastructure Momentum

At the six-month mark, I will expand my focus to community engagement and the acceleration of infrastructure priorities. The "Palm Coast Listens" initiative will launch a citywide listening tour with town halls, HOA roundtables, and business forums. These sessions will be used to develop an Early Community Feedback Summary, which will be shared with Council to inform decision-making.

A Community Sentiment Dashboard will be implemented, using both qualitative feedback and metrics from Palm Coast Connect to monitor how residents experience city services. Additionally, I will lead a review of internal capital improvement project management, particularly stormwater upgrades, WTP/WWTP expansion, and the deployment of AMI (Advanced Metering Infrastructure).

Other initiatives in this period include evaluating fleet lifecycle cost trends, proposing an updated succession and recruitment strategy, and conducting peer benchmarking on workforce capacity, permitting efficiency, and resiliency standards. The intent of these efforts is to identify operational and/or budgetary "Quick Wins."

Deliverables by Day 180 will include:

- A Stormwater & Utilities Project Assessment Memo.
- A "Quick Win" Implementation Memo for communication and permitting improvements.
- A Succession and Recruitment Enhancement Strategy.
- Early Community Feedback Summary
- The Community Sentiment Dashboard launch.

Final 6 Months: Innovation, Growth, and Institutionalization

The final six months of the first year will focus on scaling innovation, expanding partnerships, and institutionalizing strategic systems. I will lead efforts to refine performance scorecards tied to Council priorities, including metrics for social media engagement, staff training completion, and customer service responsiveness.

I will assess the feasibility of appointing a Smart City innovation lead or internal performance auditor to embed data-driven thinking across departments. Transparency efforts will be enhanced through quarterly City Manager video briefings, increased Council engagement, and public roundtables.

The Workforce Development Roundtable—launched earlier in the year—will be sustained and expanded, with stronger linkages between employers, educational institutions, and regional economic developers. This will culminate in the delivery of a comprehensive Economic Diversification Roadmap (2026–2030).

In parallel, I will oversee alignment of the 5-Year Capital Plan with the Imagine 2050 initiative and work with staff to finalize updated governance and administrative policies that reflect operational maturity and performance expectations.

Final Deliverables will include:

- An Economic Diversification Roadmap.
- Updated Governance and Administrative Policies.
- A Strategic Planning Calendar through 2027.

Strategic Challenges and Organizational Opportunities

Palm Coast's future is bright, but we must remain agile in the face of significant challenges:

- Aging infrastructure and fast-paced population growth.
- Workforce retention in a competitive utilities labor market.
- Execution of WWTP capacity expansion and consent decree compliance.
- Evolving state mandates that may increase local cost burdens.
- Planning for westward growth with infrastructure, fiscal, and environmental balance.

At the same time, we are well-positioned to take advantage of meaningful opportunities:

- Financial strength and grant-readiness to support capital resiliency.
- Ability to institutionalize Council priorities through data, policy, and planning.
- A modern utility system poised for smart technology integration.
- Economic development potential through industrial clusters and workforce investment.

Conclusion

This First Year Game Plan represents more than a calendar of activity—it is a statement of values, leadership vision, and operational commitment. With this plan, I aim to deliver a confident, transparent, and results-focused start to my tenure, while building the systems that will sustain Palm Coast's excellence well into the future.

Together with the City Council, staff, and our residents, I am ready to lead Palm Coast into its next great chapter.