

**REGULAR CITY COUNCIL MEETING  
105 S MAIN ST  
FARMER CITY, ILLINOIS  
MONDAY, JULY 29  
6:00 P.M.  
AGENDA**

**PRELIMINARY MATTERS**

1. Call to order
2. Roll call
3. Pledge of allegiance to the flag
4. Proclamations/presentations/recognitions
5. Public Comment –

**NEW BUSINESS--Ordinances and resolutions for initial consideration**

- A. Approval of payout #2 to Cross Construction for the Market St water main in the amount of \$40,619.50.
- B. Approval of payment to Pittsburg Tank & Tower Maint. Co. for the repair and painting of the water tower in the amount of \$113,245.00.
- C. Ordinance 1124 ordinance appointing Adam Turpen to the Illinois Municipal Electric Agency board of directors.
- D. Discussion regarding interim city manager and recruitment transition.

**OTHER ITEMS**

1. City manager report
2. Non-agenda items and other business

**ADJOURNMENT**

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at (309) 928-2842, 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.

APPLICATION FOR PAYMENT NO. TWO

To: City of Farmer City (OWNER)
From: Cross Construction, Inc. (CONTRACTOR)
Contract: Farmer City- Market St. Water Main
Project: Farmer City - Market St. Water Main
OWNER's Contract No. ENGINEER's Project No. 234-23016-00
For Work accomplished through the date of: June 30, 2024

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price: \$ 197,304.00; 2. Net change by Change Orders and Written Amendments (+ or -): \$ 0.00; 3. Current Contract Price (1 plus 2): \$ 197,304.00; 4. Total completed and stored to date: \$ 144,950.00; 5. Retainage (per Agreement): 5% of completed Work: \$ 7,247.50; 6. Total completed and stored to date less retainage (4 minus 5): \$ 97,083.00; 7. Less previous Application for Payments: \$ 97,083.00; 8. DUE THIS APPLICATION (6 MINUS 7): \$ 40,619.50

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

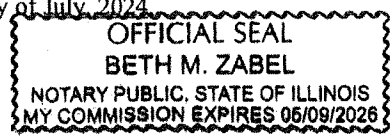
Dated 7/3/2024 Cross Construction, Inc. CONTRACTOR

By: [Signature]

State of Illinois
County of Champaign

Subscribed and sworn to before me this 3rd day of July, 2024

[Signature]
Notary Public
My Commission expires: 05/09/2026



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 7/9/2024 Maurer Stutz Inc. ENGINEER

By: [Signature]

ECJCDC No. 1910-8E (1996 Edition) Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of American and the Construction Specification Institute.

2409  
 City of Farmer City  
 Market St. Water Main Improvements  
 MSI #234-23016-00  
 Farmer City  
 DeWitt

Item	Description	Unit		Plan		Change Authorizations		Adjusted		Completed	
		of Measure	Price	Qty	Value	Qty	Value	Qty	Plan Value	Qty	Value
001	6" SDR 21 PVC Water Main	L.F.	165.00	280	46,200.00		-	280.00	46,200.00	280	46,200.00
002	6" C900 Certa-Lok PVC Water M	EACH	177.00	232	41,064.00		-	232.00	41,064.00	240	42,480.00
003	4" x 4" Tapping Sleeve with 4" Ta	EACH	3,000.00	2	6,000.00		-	2.00	6,000.00	2	6,000.00
004	6" In-Line Gate Valve	EACH	725.00	1	725.00		-	1.00	725.00	1	725.00
005	4" Cut and Cap On Existing Main	EACH	1,300.00	2	2,600.00		-	2.00	2,600.00	2	2,600.00
006	Fire Hydrant Installation	EACH	2,000.00	2	4,000.00		-	2.00	4,000.00	2	4,000.00
007	1" Short Side Water Service Line	EACH	1,750.00	1	1,750.00		-	1.00	1,750.00	8	14,000.00
008	1" Long Side Water Service Line	EACH	3,850.00	6	21,900.00		-	6.00	21,900.00	4	14,600.00
009	Lead Service Line Replacement	EACH	8,500.00	8	52,000.00		-	8.00	52,000.00	0	-
010	Abandoned Water Valve Manhole	EACH	2,200.00	1	2,200.00		-	1.00	2,200.00	1	2,200.00
011	Saw Cut Pavement	L.F.	2.65	500	1,325.00		-	500.00	1,325.00	500	1,325.00
012	Curb Replacement	L.F.	100.00	20	2,000.00		-	20.00	2,000.00	20	2,000.00
013	Sidewalk Replacement	S.F.	21.00	400	8,400.00		-	400.00	8,400.00	80	1,680.00
014	Pressure Testing 8" Water Main	L.F.	9.00	510	4,590.00		-	510.00	4,590.00	510	4,590.00
015	Disinfecting 6" Water Main	L.F.	5.00	510	2,550.00		-	510.00	2,550.00	510	2,550.00

197,304.00

197,304.00

144,950.00

Completed to Date

144,950.00

Less Retention

5% 7,247.50

Less Previous Payments

97,083.00

40,619.50

# INVOICE

## Pittsburg Tank & Tower Maint. Co.

1 Watertank Place  
PO Box 1849  
Henderson, KY 42419  
Voice: 270-869-9400  
Fax: 270-215-5719

Invoice Number: 23060  
Invoice Date: May 28, 2024  
Page: 1

### Bill To:

CITY OF FARMER CITY  
P. O. BOX 49  
105 SOUTH MAIN STREET  
FARMER CITY, IL 61842

### Job Location:

CITY OF FARMER CITY  
REPAIR & PAINT  
(1) 300,000 GAL WSP  
FARMER CITY, IL 61842

Customer ID

FARMCITY

Job ID

223205

Customer PO

SIGNED PROPOSAL

Shipping Method

None

Payment Terms

Net 30 Due

Ship Date

Due Date

06-27-24

Description

Amount

COMPLETION OF WORK ON:

(1) 300KG WATERSPHERE

LOCATED: East Allen St., Farmer City, IL 61842

Install a Frost Proof Vent.

7,650.00

Pressure wash the exterior of the tank and support structure using an anti-fungal biodegradable solution and hand tool clean as necessary. Then apply one spot prime coat of metal primer and one complete finish coat of dry fall acrylic. \*Includes reapplying the existing lettering to both sides of the bowl.

82,760.00

Install a Gridbee mixing system. Electrical work to be done by others if required.

22,835.00

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Amount Billed	\$113,245.00
Total Tax	.00
Retainage Held	.00
<b>TOTAL</b>	<b>\$113,245.00</b>

Visa and Mastercard are accepted.

Payments made by credit card may be subject to a processing fee of 3%.

Interest may be applied to payments not received in accordance to payment terms.

**ORDINANCE 1124**

**ORDINANCE APPOINTING ADAM TURPEN TO THE  
ILLINOIS MUNICIPAL ELECTRIC AGENCY BOARD OF DIRECTORS**

WHEREAS, the City of Farmer City is a Member of the Illinois Municipal Electric Agency; and

WHEREAS, each Member of the Agency is entitled to a representative on the Board of Directors of the Illinois Municipal Electric Agency, which representative is to be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, the Mayor has appointed Adam Turpen, who is Apprentice/Power Plant Operations of the City to be the City's representative on the Illinois Municipal Electric Agency Board of Directors.

BE IT HEREBY ORDAINED by the City Council of the City of Farmer City, DeWitt County, Illinois that the appointment by the Mayor of Adam Turpen, to be the City's representative on the Illinois Municipal Electric Agency Board of Directors is hereby confirmed, said appointment to be effective August 14, 2024 for the remainder of the current term of said representative and thereafter until his/her successor is duly appointed, confirmed and seated.

BE IT FURTHER ORDAINED that said representative shall have full power and authority to vote as the representative of the City of Farmer City in conjunction with all Illinois Municipal Electric Agency matters.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY,  
COUNTY OF DEWITT, ILLINOIS THIS 29th DAY OF JULY 2024

AYES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Scott Testory, Mayor

\_\_\_\_\_  
Angie Wanserski, City Clerk

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made by **GOVTEMPSUSA a division of MGT of AMERICA CONSULTING, LLC** ("GovTemps"), and the **CITY OF FARMER CITY** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Assigned Employee.** The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit A signed by both GovTemps and the Client. GovTemps has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

**Section 2.01. Payment of Wages.** GovTemps will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with GovTemps and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor

Relations Act, the Employee Retirement Income Security Act (“ERISA”) of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

**Section 2.02. Workers’ Compensation.** To the extent required by applicable law, GovTemps will maintain in effect workers’ compensation coverage covering its Assigned Employee’s work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify GovTemps for the workers compensation claims of the Assigned Employee(s) and GovTemps agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold GovTemps harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

**Section 2.03. Employee Benefits.** GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employees. GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of GovTemps.** GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s).

**Section 2.06. Direction and Control.** The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client’s supervisory and managerial employees and shall be deemed and considered a “public employee” under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee” under Section 1-102 thereof with respect to the work performed for the Client hereunder.

**Section 2.07. Obligations of the Client.** Pursuant to this Agreement the Client covenants, agrees and acknowledges:

- (a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration (“OSHA”) statutes and regulations, and all other health and safety laws, regulations, ordinances, directives,

and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.



### SECTION 3 FEES PAYABLE TO GOVTEMPS

**Section 3.01. Fees.** The Client will pay GovTemps fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on **Exhibit A**, as amended; plus
- (b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

**Section 3.02. Payment Method.** Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

### SECTION 4 INSURANCE

**Section 4.01. General and Professional Liability Insurance.**

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) GovTemps shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7

of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against GovTemps with relation thereto.

**Section 4.02. Certificate of Insurance.** Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

**Section 4.03. Automobile Liability Insurance.** The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Term and Effective Date.** The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

## **SECTION 6 NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this

Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee.

**Section 6.02. Injunctive Relief.** The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

**Section 6.03. Survival.** The provisions of Section 6 survive the expiration or termination of this Agreement.

## SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) GovTemps' breach of its obligations under this Agreement; (b) actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of GovTemps or any of the GovTemps Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

**Section 7.02. Indemnification by the Client.** The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the GovTemps parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully

pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of Section 7 survive the expiration or termination of this Agreement.

## SECTION 8 MISCELLANEOUS PROVISIONS

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

**Section 8.02. Binding Effect.** This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

**Section 8.04. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.05. Further Assurances.** The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

**Section 8.06. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

**Section 8.07. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**Section 8.08. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.09. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

**Section 8.10. Confidentiality.** Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.11. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

**Section 8.12. Force Majeure.** GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

## SECTION 9 DISPUTE RESOLUTION

### Section 9.01.

#### **Mandatory Mediation/Arbitration.**

- (a) Party Conference. In the event of any controversy, dispute or claim arising out of or in any way related to this Agreement or the subject-matter hereof (a “Claim”), the Parties, by and through their principals, shall, within thirty (30) days of being advised of the Claim, confer and attempt to informally resolve the Claim. The purpose of this conference is to either resolve the Claim arising hereunder or, in circumstances where a claim has been asserted or threatened against the Client based on or potentially based on, in whole or in part, the conduct, acts, errors or omissions of the Assigned Employee, to agree upon a collaborative strategy whereby the parties participate in a manner that does not negatively impact the defense of the claim and, to the extent possible, preserves a unified defense. All parties agree to engage in good faith efforts in this regard.
- (b) Mandatory Mediation. In the event that the Party Conference required under paragraph (a) above, is unsuccessful, the Claim shall then be subject to mediation in an endeavor to settle the dispute in an amicable manner. Mediation shall be a condition precedent to arbitration required under paragraph 9.01 (c). The mediation shall be conducted by a mediator selected jointly by the Parties who is: an uninterested party who is a current or former local government executive or officer; a risk manager, executive of an insurance or reinsurance company or of an insurance or reinsurance intermediary; a practicing lawyer with experience in the insurance industry and/or municipal or employment law; or a retired judge. The Parties shall agree to such a mediator within fourteen (14) days of a request hereunder being received by the non-requesting party. In the event that the Parties fail to so agree within the time stipulated or otherwise extended by agreement of the Parties, the mediator shall be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. The mandatory mediation shall be held in Chicago, Illinois, or at location otherwise agreed by the Parties, within 45 days after the selected mediator has accepted his or her appointment.
- (c) Mandatory Arbitration. Any Claim not resolved by mediation as set forth in paragraph 9.01(b) hereof (“the Mediation Claim”), including any disputes as to the scope and meaning of this Article and the arbitrability of any Claim, shall be decided by arbitration. A claim in arbitration must be

initiated within ninety (90) calendar days after termination of the Mediation Claim, which in the absence of agreement by the Parties to the contrary, shall be deemed the date on which the last demand or offer in settlement was made or on which the Parties met in person with the mediator, whichever is later. The Parties shall jointly agree on single arbitrator, who shall meet the same qualifications as required of the Mediator as set forth in paragraph 9.01 (b) hereof. The Arbitrator shall be selected by the Parties within thirty (30) days of receipt of the Arbitration Claim by the non-demanding party. Failing agreement of the parties within the time stipulated or otherwise extended by agreement of the Parties, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association – Expedited Procedure.

- (d) Hearings and Award. The arbitration shall be before one (1) arbitrator and shall be held in Chicago, Illinois, or at such other location as may be agreed by the Parties. Hearings hereunder shall not be open to the public and will be private and confidential. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in a court of competent jurisdiction. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

## SECTION 10 NOTICES

**Section 10.01. Notices.** All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GovTemps/MGT Consulting  
790 Frontage Road Suite 213  
Northfield, Illinois 60093  
Attention: Michael J. Earl  
Telephone: 224-261-8366  
Electronic Mail: mearl@govhrusa.com

If to Client:

City of Farmer City  
105 S. Main Street  
Farmer City, Illinois 61842  
Attention: Mayor Scott Testory  
Telephone: 309-928-3412  
Electronic Mail: stestory@cityoffarmrcity.org

***[Signatures on following page]***



IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

**GOVTEMPSUSA, A division of MGT of AMERICA CONSULTING, LLC**

By \_\_\_\_\_

Name: A. Trey Traviesa

Title: CEO – GovTemps/MGT Consulting

**EFFECTVE DATE:** August 5, 2024

**CLIENT**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**Assigned Employee and Base Compensation**

**ASSIGNED EMPLOYEE:** Austin Edmonson

**POSITION/ASSIGNMENT:** Interim City Manager

**POSITION TERM:** August 5, 2024 – November 8, 2024. Upon mutual agreement of both parties, the agreement may be extended up to February 7, 2025. Either party may terminate the agreement at any time by providing two weeks advance written notice.

**BASE COMPENSATION:** \$4,200/week (based on a 40/hour work week at a rate \$105/hour) Compensation assumes assigned employee will be paid for holidays on the same schedule client provides to its employees. Specific hours of work will be determined between the client and the employee and may include pre-approved work on a remote basis.

**OTHER - PTO:** Client will provide forty (40) hours of personal time off (PTO) to the employee in a *Time Bank* for use in the position term. Time off for leave shall be approved in advance by the Mayor and shall not be paid out if not used.

**OTHER – Lodging and Travel:** Client will directly arrange or reimburse employee for temporary lodging, and reimburse employee for one round trip from his primary residence to the City.

*The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.*

**GOVTEMPS/MGT of AMERICA  
CONSULTING, LLC**

**CLIENT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

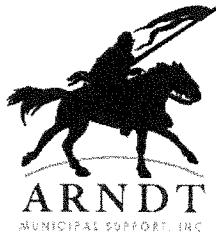
Date: \_\_\_\_\_

Date: \_\_\_\_\_

*This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.*

**EXHIBIT B**  
**Summary of Benefits**

DOES NOT APPLY



July 19, 2024

City of Farmer City  
Attn: City Manager Sue McLaughlin

Executive Search Proposal

**Subject: Proposal for Executive Search – City Manager, City of Farmer City, Illinois**

City Manager,

I am writing on behalf of Arndt Municipal Support to express my interest in and to submit my proposal for the Executive Search for the City Manager position.

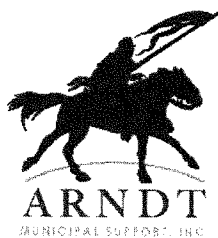
With many years of experience specializing in City Management, as well as numerous executive recruitments and placements, Arndt Municipal Support has assisted cities across the country during times of changeover. I know firsthand the importance of supporting rural communities find their next City Manager.

As a resident of Charleston, Illinois and a former City Administrator of Effingham, Illinois I am familiar with the Central Illinois region, and I have the resources and expertise in rural municipal operations to understand Farmer City's unique needs in order to recruit City Manager candidates that will integrate into the Farmer City community successfully.

Our proposal includes the following sections, organized by a Table of Contents, presented in the order specified:

1. Statement of Experience
2. Proposed Cost
3. Methodology
4. References
5. Contacts
6. Guarantees





I look forward to the opportunity to discuss this proposal further. I am ready to begin as soon as City is. Thank you for considering Arndt Municipal Support for this important endeavor.

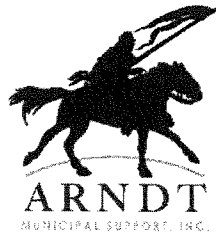
Your primary contact for this recruitment is:

James Arndt  
President/CEO  
Arndt Municipal Support, Inc.  
217-500-0770  
[james@arndtmunicipalsupport.com](mailto:james@arndtmunicipalsupport.com)

Sincerely,

James Arndt  
President/CEO  
Arndt Municipal Support, Inc.





## Statement of Experience

Arndt Municipal Support Inc. has a proven track record in executive searches for City Managers and Executive Directors of large public utilities as a subcontractor for the former GovHR USA. Our experience includes successful placements in similar rural communities such as Greenville, IL and Nebraska City, NE. For a more extensive list of satisfied customers, please visit: <https://arndtmunicipalsupport.com/>. We have consistently demonstrated our ability to understand the unique needs of municipalities and find candidates who excel in leadership roles.

I possess 3+ years of consulting experience in recruiting candidates for executive-level positions in local government. I have successfully placed candidates in rural communities like the Farmer City City Manager position, demonstrating expertise in identifying and attracting top talent.

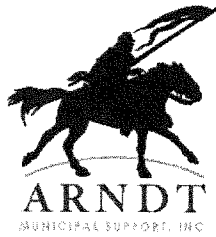
## Professional Background of Assigned Personnel

Our team members possess qualifications that align with the specific needs of the project:

**James Arndt (Recruiter):** With 26 years of combined military and local government experience, Jim will oversee the project, ensuring effective communication, and strategy execution. James holds a master's degree in political science from Eastern Illinois University, focusing on Public Administration, complemented by years of successful experience in recruiting for executive roles in municipal government.

**Jennifer Kiddle (Recruitment Administrator):** Jenny will manage the logistics of the back of the house recruitment process, ensuring a seamless process and timely communication with all stakeholders. Jennifer holds a master's degree in Instructional Technology and brings three years of years of experience in coordinating and facilitating the recruitment process for executive-level roles.





## Proposed Cost

Our pricing structure is competitive in the rural Illinois market and offers excellent value for the services provided. The proposed "**not to exceed**" amount covers all costs and expenses associated with the City Manager search, including the consultant's travel expenses and advertising costs up to \$2,500.00.

**The total cost for this executive recruitment is \$15,500.00.**

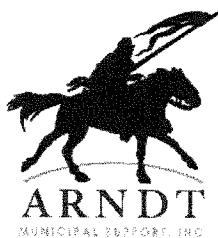
### Included Items

- Recruitment services.
- Up to \$2,500 in ad placements (additional ad placements will be included at cost with approval of city).
- Up to five national background searches for the finalists (\$200 per additional candidate).
- Social media searches.
- News article searches.
- Reference checks.
- Candidate booklets.
- Three on-site meetings with the recruiter including the kickoff meeting with the selection committee, selection of finalists, and the final interview activities.
- Contract negotiation assistance.
- 1-Year Guarantee, which includes:
  - If the new manager leaves employment for any reason within 365 days of their original start date, we will provide one new search free of charge.
  - The free search includes everything from the "Included Items" in the original search except for:
    - Advertising placement costs.
    - Recruiter travel costs.
    - Background Search costs.

### Items not included

- Candidate travel costs.
- Additional on-site travel costs for the recruiter beyond the three trips included above.
- Items not specifically mentioned above.





**Fee Schedule**

Arndt Municipal Support, Inc. will charge the city \$15,500.00 for the “Included Items” as shown below. If the city includes more than five finalists, the additional costs for background searches will be \$200 for each additional finalist. These charges will be added to Milestone 3 if necessary.

While travel costs are already included for the recruiter for the kickoff meeting, selection of finalists and final selection activities, AMS will bill for actual travel costs incurred beyond those three activities. These costs will be billed after travel has occurred.

Milestone	Billing Milestones	Percent of Total	Amount
1	Approval of Contract	30%	\$4,650.00
2	Delivery of Candidate Booklet	30%	\$4,650.00
3	Selection of Finalist Candidates	30%	\$4,650.00
4	Candidate Acceptance of Offer from City	10%	\$1,550.00
<b>Total</b>		<b>100%</b>	<b>\$15,500.00</b>

Optional items or additional work and expenses outside of the scope must be agreed upon in advance by both parties.







## **Methodology**

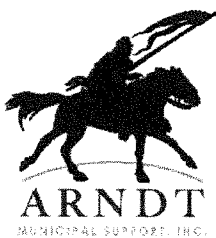
AMS follows a structured and comprehensive search process, as outlined below. This process includes collaboration with the client, thorough research, proactive prospect identification, a detailed recruitment plan, applicant evaluation, comprehensive background checks (with education confirmation) and interview coordination. Our methodology ensures a tailored and effective approach to each search, resulting in the identification of highly qualified candidates. We believe in treating all candidates, even the ones not selected, as we would like to be treated. We believe firmly that this reflects well on our firm, and our client cities.

Arndt Municipal Support Inc. is committed to diversity, equity, and inclusion. Our inclusion strategies focus on proactive outreach to diverse networks, utilizing inclusive language in recruitment materials, implementing inclusive interview processes, and ensuring fair and unbiased evaluation criteria. We have successfully recruited and placed candidates from diverse backgrounds in previous executive searches.

### **Recruitment Process:**

1. On-site Project Kick-off (Tentative Start Date: Within one week of Council approval)
  - Initial on-site meeting with the selection committee.
  - Job announcement development, compensation and benefits recommendation, and a collaborative development of the recruitment process.
  - Development of the recruitment schedule.
  - Identify advertisement sources.
  - Translate the city's needs into a detailed recruiting specification.
  - Document procedures, timelines, and milestones.
  
2. Follow-up Individual virtual meetings or phone calls with each City Council Member to clearly identify the professional and personal characteristics desired in the next City Manager.
  
3. Research and Prospect Identification
  - National, regional, and local marketing through advertising on professional associations, social media, and other related job boards (30-day advertisement period).





- Utilize multiple resources to identify potential candidates who are both actively seeking employment and not currently in the job market.
- Engage with sources and prospects to encourage interest.

#### 4. Applicant Evaluation

- Screen and evaluate all applicants
- Narrow down to a qualified pool of candidates
- Create specific interview questions germane to the needs of Farmer City.
- Conduct and record virtual interviews with up to ten of the most qualified candidates.
- Conduct reference checks and initial Google and Social Media checks on up to ten of the most qualified candidates.
- Notify all applicants of their status within the selection process.

#### 5. Candidate Presentation

- Electronically distribute recorded interviews to the selection committee.
- On-site meeting with the selection committee to review the qualified candidate pool.
- Determination of up to five finalists to invite for on-site interviews.
- Begin the comprehensive background check on up to five finalists.
- Notify all applicants of their status within the selection process.

#### 6. Applicant Interviews

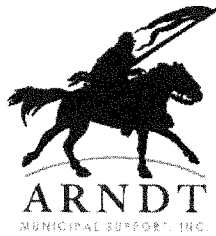
- Recruiter will be on-site to facilitate the interview process.
- Prepare interview questions, and coordinate the selection of interview panels (community, staff, DEI Panel, key stakeholders, etc.).
- Assist in interview scheduling.

#### 7. Final Selection and Contract Approval

- Finalize selection based on the Council's approval.
- Assist with contract negotiations with the selected candidate.
- Notify all applicants of their status within the selection process.

Note: This proposed process is subject to adjustment based on the specific needs of the City of Farmer City.





## References

Included are four references from municipal or comparable local government clients we have served as a subcontractor for the former GovHR USA to conduct executive-level searches within the last few years. These references speak to the quality of our services, our professionalism, and the successful outcomes of our previous engagements.

### **Mt. Vernon, Illinois**

Our associates successfully completed the Finance Director executive search for Mt. Vernon, IL in 2022. Mt. Vernon is a city of 14,600.

City Manager Mary Ellen Bechtel  
618-214-2674

### **Nebraska City, Nebraska**

We successfully completed the search for the City Administrator position in Nebraska City in 2023. The interim city manager at the time was one of our main contacts for coordinating the search. His contact information is included below.

Construction and Facilities Manager Marty Stovall  
402-873-5515

### **Metropolitan St. Louis Sewer District, Missouri**

We successfully placed the Executive Director/CEO position for the district in 2023. The district covers the metropolitan St. Louis area and has 1,300,000 customers.

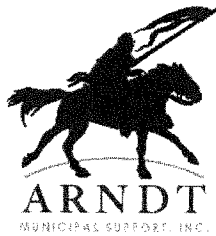
Human Resources Director Tracy Coleman  
314-517-3238

### **Fox River Water Reclamation District, Illinois**

We successfully placed the Executive Director position for the district in 2022.

Executive Director Eric Johnson  
815-751-6108





**The following is a client that Arndt Municipal Support has assisted with Executive Level Recruitments:**

**Charleston, Illinois**

We successfully placed a Public Works Assistant Director and Comptroller.

Human Resources Director – Carrie Gerdes  
217-549-9182

**Contact Person**

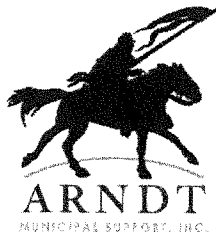
James Arndt, President  
Arndt Municipal Support  
1542 W. Polk Ave  
Charleston IL 61920  
[james@arndtmunicipalsupport.com](mailto:james@arndtmunicipalsupport.com)  
217-500-0770

**Guarantees**

As mentioned above within the proposed costs section of the proposal. Arndt Municipal Support, Inc., offers a 1-Year Guarantee as outlined below:

- 1-Year Guarantee, which includes:
  - If the new manager leaves employment for any reason within 365 days of their original start date, we will provide one new search free of charge.
  - The free search includes everything from the “Included Items” in the original search except for:
    - Advertising placement costs.
    - Recruiter travel costs.
    - Background Search costs.





**Signature Page**

It has been our honor to provide this proposal to the City of Farmer City for City Manager Recruitment Services for \$15,500.00. If you approve of this proposal, please sign, and return it to Arndt Municipal Support, Inc.

Thank you for your consideration,

James W. Arndt  
President/CEO  
Arndt Municipal Support, Inc.

For the City of Farmer City, Illinois

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Date



**Proposal**

JULY 23, 2024

**GHR** GovHR USA  
GovTEMPS USA

**MGT**



# City Manager Executive Recruitment Services

**City of Farmer City,  
Illinois**

Submitted by:

MICHELE MORAWSKI

ASSISTANT DIRECTOR, CLIENT SERVICES

790 FRONTAGE ROAD, SUITE 213

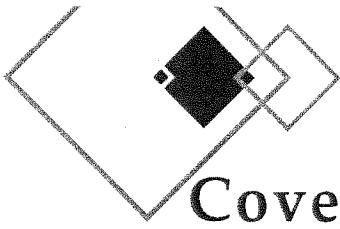
NORTHFIELD, IL 60093

224.415.3791

[mmorawski@govhrusa.com](mailto:mmorawski@govhrusa.com)

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# Cover Letter



July 23, 2024

Scott Testory, Mayor  
City of Farmer City  
105 S. Main Street  
Farmer City, IL 61842

## RE: PROPOSAL FOR CITY MANAGER

Dear Mr. Testory:

Thank you for the opportunity to provide you with a proposal for the City Manager recruitment and selection process for the City of Farmer City (City). Our proposal provides the City with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and selection, and can adapt to your specific requirements for the position.

We have some very exciting news to share. GovHR USA (GovHR) has recently been acquired by MGT of America Consulting, LLC (MGT). MGT is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. GovHR and MGT are joining forces to take the next step in offering integrated solutions that can accelerate our most important shared goal: dramatically improving lives by *advancing and lifting up the communities we serve*.

Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT and GovHR proven leaders in public sector consulting.

## MGT CONTACT INFORMATION

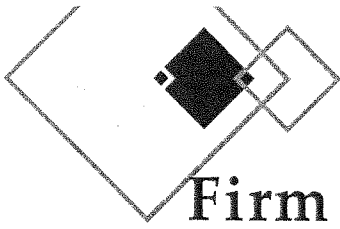
<b>MGT HEADQUARTERS</b>	<b>MGT of America Consulting, LLC</b> 4320 West Kennedy Boulevard   Tampa, Florida 33609 P: 813.327.4717   www.mgtconsulting.com FEIN: 81-0890071
<b>PROPOSAL CONTACT</b>	<b>Michele Morawski, Assistant Director, Client Services</b> 790 Frontage Road, Suite 213   Northfield, Illinois 60093 224.415.3791   mmorawski@govhrusa.com

Thank you for the opportunity to submit a proposal to the City of Farmer City. Should you have questions on any aspect of this proposal, please contact Michele Morawski at 224.415.3791 or mmorawski@govhrusa.com.

Regards,

Patrick J. Dyer, Vice President, *Authorized to bind the firm*





# Firm Profile

*We impact the communities we serve – for good.*

MGT began operations in 1974 as a public sector research firm. Since then, we have significantly expanded our consulting capabilities and client offerings. Today, we are a national consulting firm specializing in ***assisting clients to operate more efficiently and effectively.***

MGT has acquired a keen understanding of the structures, operations, and issues facing public entities. This understanding comes from **nearly 50 years** of experience providing innovative yet practical solutions to public sector clients. We provide objective, creative, expert services in the areas of human capital, finance, technology, programming, and planning. We draw on the expertise of our highly qualified staff, most of whom have prior careers at city-, county-, and state-level government offices. This insider's knowledge of government operations and structure gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project.



**MGT FIRM AT A GLANCE**

**Name:** MGT of America Consulting, LLC (MGT)  
**Founded:** 1974  
**Locations:** Headquarters in Tampa, Florida; branch offices nationwide  
**Staff:** 600+ consultants across the country  
**Structure:** Privately held and client-driven  
**Cooperative Contracts:**  
 Allied States Cooperative (ASC) #23-7449  
 The Interlocal Purchasing System (TIPS) #220601  
**Lines of Business:** Government Consulting; Education and Financial Solutions; Diversity and Inclusion; Human Capital; Cybersecurity and Technology

MGT has successfully worked with clients on **more than 30,000 projects** to help them adapt to change while maintaining the vision and direction towards their short- and long-term goals. With the recent combination of GovHR, our firm includes **more than 600 professionals and administrative staff** to support our clients' success.

## Our Commitment

MGT embraces the most complex challenges with deep commitment, agility, and local expertise to make a measurable and profound social impact. Simply stated, our promise is:

*We improve lives by advancing and lifting up your community.*

This purpose reflects the company's strong social conscience and service ethic that forms the core of the MGT "Why." MGT models this philosophy by systematically seeking out the highest-impact projects and relationships, encouraging community involvement, and investing in a collaborative and rewarding world-class work environment for employees.

Part of our success is based upon our ***promise to be flexible and responsive.*** We are acutely aware of the political, economic, social, and technological factors that impact today's public sector clients. MGT is structured into several primary consulting divisions to support these needs. **We are pleased to have the Government Consulting Experts within the MGT Performance Solutions Group responsible for leading the completion of this project.**

## Performance Solutions

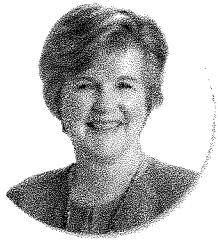
The MGT Performance Solutions team has an impressive track record of providing *customized solutions, objective research, creative recommendations, and quality products* that respond to each client's unique needs and time requirements. GovHR is now a part of MGT's Performance Solutions Team.

### GovHR USA

GovHR was originally formed as Voorhees Associates in 2009, changed its name to GovHR USA in 2013, and joined MGT (*the nation's leading social impact firm*) in 2023. GovHR provides public management consulting services to local government clients and other public-sector entities across the country. GovHR offers customized executive recruitment services, management studies, and consulting projects for local government and organizations who work with local government. Additionally, GovHR's GovTempsUSA division provides interim staffing solutions to keep operations moving during the recruitment process.

GovHR's consultants are experienced executive recruiters who have conducted **over 1,250 recruitments** working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. They have held leadership positions within local government, giving them an understanding of the complexities and challenges facing today's public sector leaders.

#### GOVHR'S LEADERSHIP



**Heidi Voorhees**  
(847) 380-3240

[HVoorhees@GovHRusa.com](mailto:HVoorhees@GovHRusa.com)

*Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 22 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.*



**Joellen Cademartori**  
(847) 380-3238

[JCademartori@GovHRusa.com](mailto:JCademartori@GovHRusa.com)

*Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.*

## The Social Impact of MGT's Work

*Impacting  
Communities.  
For Good.*



### Defined by Our Impact

We understand the goals of the City of Farmer City and how this search process will ensure a diverse pool of highly qualified candidates for the City.

The MGT team empowers organizations to enhance their teams through innovations in people, processes, and technology to **lift and strengthen their human resources solutions.**

## MGT's Primary Consulting Divisions

Our firm includes more than 600 professionals and administrative staff to support our clients' success. MGT is structured into the following primary consulting divisions, along with various internal infrastructure groups to support our operations and growth.



### Performance Solutions

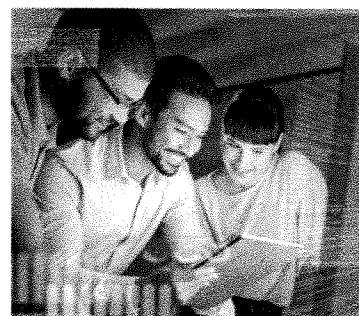
Our Performance Solutions team provides world-class financial, human capital and equity solutions which enable clients to fully realize the potential of their most valuable resources. Our team excels at fiscal management and operational efficiency assessments that help clients make data-driven decisions, anticipate workforce issues, and integrate technologies to empower our clients to generate critical income and elevate enterprise performance objectives.



### Education Solutions

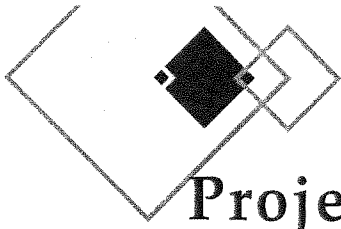
Our Education Solutions originate in our commitment to ensuring that every student has access to a high-quality education as they discover and realize their profound potential.

From pre-K-12 to higher education, we partner with schools, districts, state agencies and colleges and universities to deliver performance improvement and innovation and transformation planning and implementation.



### Technology Solutions

Our Technology Solutions business supports state, local, education and private companies as they seek to improve and protect their network infrastructure and data for greater resiliency. We offer world-class IT infrastructure management, cyber security and strategic IT professional staffing. Our deep engineering expertise is foundational to all MGT's technology solutions.



# Project Approach & Methodology

*A detailed plan specifically designed for you.*

## Virtual Recruitment Proposed Work Plan

### PHASE 1 POSITION ASSESSMENT & POSITION ANNOUNCEMENT

#### INFORMATION GATHERING

Phase 1 will include the following:

- ◆ Telephone or video conference regarding the position and the recruitment process.
- ◆ Review of position job description and any prior position announcements.
- ◆ Preparation of a position announcement for client review and approval.

### PHASE 2 ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- ◆ MGT consultants will personally identify and contact potential candidates.
- ◆ Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
  - Leadership and management skills.
  - Size of organization.
  - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- ◆ Placement of the Position Announcement:
  - MGT will provide the City with a list of advertising options for approval.
  - Public sector online Career Centers.
  - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
  - MGT will distribute the position announcement to relevant professional network contacts via direct email and/or telephone (up to 6 hours).

## PHASE 3 CANDIDATE REVIEW & DEVELOPMENT OF MATRIX

- ◆ Review of each candidate’s qualifications against key position requirements.
- ◆ Preparation of matrix for City review and approval that identifies key position requirements with which to evaluate candidates.
- ◆ Presentation of candidate matrix.
- ◆ All candidate documents will be sent to the City.
- ◆ Notification to all candidates that the recruitment process is being turned over to the client.

### Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 6 weeks of project initiation as illustrated in **Exhibit 1**.

*Exhibit 1. Proposed Schedule*

WORK PLAN TASKS	WEEK					
	1	2	3	4	5	6
Phase 1: Position Assessment & Position Announcement						
Phase 2: Advertising, Candidate Recruitment, & Outreach						
Phase 3: Candidate Review & Develop Matrix						

### Virtual Recruitment Proposed Cost

Summary of Costs	Price
<b>Recruitment Fee</b>	\$10,000
<b>Advertising</b> <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is only billed for actual cost.</i>	\$2,000*
<b>TOTAL:</b>	<b>\$12,000</b>

*All services performed by MGT will be conducted virtually.*

### Payment for Fees & Services

- ◆ **1<sup>st</sup> Invoice:** Contract Award (50% of the Recruitment Fee).
- ◆ **Final Invoice:** Candidate Matrix Submitted to City (50% of the Recruitment Fee plus all expenses).

Payment of invoices is due within thirty (30) days of receipt.

## Professional Outreach Proposed Cost

Summary of Costs	Price
Recruitment Fee	\$5,000
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is only billed for actual cost.</i>	\$2,000*
<b>TOTAL:</b>	<b>\$7,000**</b>

**\*\*Variable Costs:** Advertising Expense can range from \$1,000 to \$2,000 per position depending on the sources used.

MGT offers Professional Outreach to assist our clients with their recruitment process. Proposed services will include the following:

- ◆ Telephone or Video conference regarding the position and the recruitment process.
- ◆ Review of position job description and any prior position announcements.
- ◆ Preparation of a position announcement for City review and approval.
- ◆ Posting of position announcement on MGT's website and social media sources (Twitter, Facebook, LinkedIn, Instagram).
- ◆ Distribution of position announcement to relevant professional network contacts via direct email or telephone (up to 3 hours).
- ◆ Notification to all candidates that the recruitment process is being turned over to the City.

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 5 weeks of project initiation.

### Payment for Fees & Services

Recruitment Fee and advertising expenses incurred will be billed upon completion of MGT's services.

Payment of invoices is due within thirty (30) days of receipt.

**RESOLUTION 2024 -**

**RESOLUTION ENTERING INTO A CONSULTING AGREEMENT BETWEEN SUE MCLAUGHLIN AND THE CITY OF FARMER CITY**

**WHEREAS** , City Manager Sue McLaughlin has resigned her position effectively August 16, 2024;

**WHEREAS**, the City intends to undertake a recruitment process to find a replacement City Manager, which make take several months;

**WHEREAS**, the City desires to have Ms. McLaughlin provide certain services to the City during the transition; and

**WHEREAS**, the City of Farmer City wishes to compensate Ms. McLaughlin for her expertise and time during this transition;

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Farmer City:

1. The City of Farmer City will provide hourly compensation at the rate of \$\_\_\_ per hour (but no benefits) to Ms. McLaughlin for services rendered during the period of recruitment between August 14, 2024 and November 14, 2024 but either party may terminate the agreement at any time for any reason;
2. The City and Ms. McLaughlin may extend those services an additional 3 months through February 14, 2025, if needed, at which time, this agreement will be reevaluated.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 5th DAY OF AUGUST 2024

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Scott Testory, Mayor

\_\_\_\_\_  
Angie Wanserski, City Clerk