



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

FINANCE & PERSONNEL (F&P) COMMITTEE MEETING MONDAY, DECEMBER 5, 2022 AT 5:00 PM

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I. Call to Order
- II. Roll Call
- III. Proposal from Public Administration Associates
- IV. Adjourn

Lowell Wright
Finance & Personnel Chair

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 11/30/2022 5:00 PM



Public Administration Associates, LLC

Memorandum

To: Dr. William Duncan
Village Board President

Lowell Wright
Finance Committee Chairperson

Becky Tobin
Village Administrator

From: Dave Bretl 

Date: November 30, 2022

Re: Interim Village Administrator Services/Recruitment

Thank you for considering Public Administration Associates, LLC (“PAA”) to assist you at this time of transition. The packet that follows consists of three attachments:

1. A proposed contract for interim Village Administrator services;
2. A proposal to conduct the recruitment for your next Village Administrator; and
3. Information to “kick-off” the recruitment process at your December 5 meeting should you choose to retain PAA. I will explain all three attachments.

1. Proposed contract for interim Village Administrator services

Recall that I had performed this role for a 24-week period in 2020-2021 so the proposed contract reflects that experience. Billing would be at the rate of \$95 per hour. There are no benefits attached to the assignment. The Village pays only for actual hours worked. There is no separate charge for travel time, mileage, etc. I will do my best to bill an average of 20 hours per week as I did last time, however, I need to perform the work in a professional manner. It was a challenge to keep my work hours to an average of 20 hours per week over the course of the 5+ month engagement last time. This contract would cap my time at 24 hours per week, however, if I can do it in less time I certainly will.

2. Recruitment proposal. This document is fairly self-explanatory. If PAA performs the recruitment in conjunction with providing interim administrator services the cost would be \$13,000. This represents a significant discount from my typical recruitments. We would perform the work “stand-alone” for \$15,000.

David Bretl
414-350-3328
bretld.paa@gmail.com

1155 W. South Street
Whitewater, WI 53190

3. Recruitment “kick-off documents. In the event you do decide to hire PAA we can make use of the December 5 meeting to begin the recruitment process. By utilizing this date and your December 19 meeting date, we will be able to begin placing ads after the first of the year.

Please reach out with any questions or concerns.

Attachment 1

AGREEMENT TO PROVIDE INTERIM VILLAGE ADMINISTRATOR SERVICES

This Services Agreement is entered into as of this ____ day of ____, 2022 by and between PUBLIC ADMINISTRATION ASSOCIATES, LLC, ("PAA"), and VILLAGE OF WILLIAMS BAY, WISCONSIN ("Village")

Whereas, Village needs an interim Village Administrator; and

Whereas, PAA has the ability to provide a qualified interim Village Administrator;

Therefore, the parties agree as follows:

1. **Services.** PAA will provide David Bretl ("Bretl") to serve as an interim Village Administrator.

2. **Term.** PAA and Village anticipate that the interim Village Administrator will remain in place for approximately 90 days, depending on the length of the Village's recruitment process. Village may terminate this Agreement at any time for any reason or no reason.

3. **Payment.** The Village will pay PAA \$95 per hour for Bretl's services. Village will not be responsible for any of Bretl's mileage, meals, lodging or travel time. It is anticipated that the majority of work will be conducted on site at Village Hall in Williams Bay, however, Bretl may bill for work conducted off-site, such as phone calls, email and document preparation. Except for the hold harmless and indemnification provisions in section 7, Bretl is in all respects an independent contractor. Village is not responsible for providing fringe benefits to Bretl including, but not limited to, health insurance or retirement benefits. Bretl shall not be eligible for Worker's Compensation coverage.

A. The interim Village Administrator will schedule his work in consultation with the Village Board President and the needs of the Village. PAA will invoice the Village every two weeks. Prior to sending the invoice for payment, PAA will provide a worksheet to the Village President generally itemizing the work performed and time spent on each task. If the Village President has any concerns the parties agree to discuss and resolve any areas of disagreement. Village will pay for services within 30 days of invoicing. PAA may terminate this agreement at any time if Village has not made payment within 30 days of invoicing.

B. Bretl agrees to keep his level of effort at or below an average of 24 hours per week over the course of the entire engagement. If, in Bretl's estimation it is not possible to perform the work within this time limit in a professional manner, the parties agree to discuss alternatives.

4. **Professional Conduct.** PAA will provide the services to Village in a professional

and business-like manner, and PAA's interim Village Administrator will act in accordance with all Federal, State, and local laws, regulations, rules and ordinances.

5. **Cooperation & Conduct.** Similarly, Village and its representatives will act and communicate at all times in a professional manner, will provide its full cooperation to PAA and its interim Village Administrator, and will comply with all Federal, State, and local laws, regulations, rules and ordinances, including anti-discrimination laws, regulations, rules and ordinances.

7. **Hold Harmless & Indemnity.** Village will hold harmless, indemnify and defend PAA and the interim Village Administrator from all demands, claims, causes of action and judgments brought by parties other than the Village pursuant to Section 895.46, Wis. Stats. except for acts committed by the interim Village Administrator which are determined by a Court to be outside the "scope of employment" as that phrase has been defined in Wisconsin case law. For purposes of this section only, Village will consider the interim Village Administrator an officer of the Village.

PAA agrees to hold harmless, indemnify, and defend Village from any and all demands, claims, causes of action, and judgments brought by third parties against PAA and its interim Village Administrator on account of any conduct, resulting in damages to a third party, which are determined by a Court to have been caused by conduct which was outside of the interim Village Administrator's "scope of employment" as that phrase has been defined in Wisconsin case law.

8. **Liability Insurance.** PAA carries professional liability insurance with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate.

9. **Authorized Signatory.** The persons signing this contract on behalf of Village and PAA warrant and represents that she/he/they have the authority to do so.

10. **No Assignment.** Neither party may assign this contract without the written consent of the other party.

11. **Entire Agreement.** This contract contains the entire agreement between the parties, and supersedes all prior discussions and negotiations between them. This contract may only be amended by a written contract signed by both parties.

12. **Disclosure of Attorney.** PAA discloses to Village that Bretl is an attorney; however, PAA will not provide Village with legal services. Village must seek legal advice from its own counsel.

13. **Governing Law.** This agreement is governed by the laws of the State of Wisconsin.

Dated this _____ day of _____, 2022.

PUBLIC ADMINISTRATION ASSOCIATES, VILLAGE OF WILLIAMS BAY
LLC

By _____
DAVID A BRETL
Vice President

By _____
WILLIAM DUNCAN
President

Attachment 2- Recruitment Proposal



Public Administration Associates, LLC

November 30, 2022

Dr. William Duncan
Village President

Dear Dr. Duncan;

We are pleased to submit our proposal to the Village of Williams Bay for executive search services in the recruitment of your next Village Administrator.

Public Administration Associates, LLC (PAA) has been serving local governments since 1998. We specialize in public sector executive recruitment for municipalities and counties as well as interim management. Since our founding we have conducted over 325 executive recruitments. In the last three years we have been the choice of nearly 75 percent of Wisconsin communities who have hired a recruitment firm to assist them in the selection of their chief administrative officer. Representative Wisconsin municipalities in which we have conducted recruitments during the past year include Elkhorn, Little Chute, Glendale, Lake Mills, Oregon, DeForest and Middleton.

Our shareholders and associates are current or retired public administration professionals. We have contact with a large number of qualified candidates in both Wisconsin and the Midwest. In short, we bring significant experience to the table and our pricing typically compares favorably to our competitors. Information about our firm and the consultants that would be working on your projects is contained in Attachment 2A. Our proposal and methodology is set forth in Attachment 2B. Attachment 2C is a draft of our services agreement.

Thank you for your consideration. We agree to hold this pricing for thirty days. Please reach out to Dave at (414) 350-3328 with any questions about this proposal.

Very Truly Yours,

Public Administration Associates, LLC
Chris Swartz
David Bretl

David Bretl
414-350-3328
bretld.paa@gmail.com

1155 W. South Street
Whitewater, WI 53190

QUALIFICATIONS

Public Administration Associates, LLC, "PAA" is recognized among the most trusted and effective local government consultants in Wisconsin and the Midwest. All of our consultants are highly skilled former and current public sector practitioners, each of whom has served many years in top-level leadership roles in town, village, city and county governments. We achieve excellent results through an unparalleled commitment to public service, high standards and the efficient use of client time and resources.



Since 1998 PAA has conducted over 325 executive searches. A significant amount of our work repeat business from satisfied clients who have trusted our firm over the past three decades.

PAA was founded in 1998 by partners William (Bill) Frueh, Denise Frueh and Dr. Stephen (Steve) Hintz. Bill and Denise had served in local government for many years while Steve was a professor for over thirty years in the MPA program at the University of Wisconsin-Oshkosh. A core principle of the start-up company then was to improve communities through professional municipal management by providing quality and affordable consulting services to local government. Service was a priority over profit. Although our company has grown over the years, our commitment to returning value to the profession that we served remains our top priority.

Today, PAA is comprised of seventeen associate consultants in addition to the shareholder owners Kevin Brunner, Chris Swartz and Dave Bretl. We are based in Whitewater, Wisconsin, however, our consultants live throughout the State of Wisconsin. PAA is a comprehensive consulting firm.

COMPREHENSIVE GOVERNMENT CONSULTING SERVICES



EXECUTIVE RECRUITMENT

Assisting municipalities in the recruitment and selection of management personnel including managers, administrators and department/division heads.



INTERIM MANAGEMENT SERVICES

Providing skilled and experienced administrators on a full-time or part-time basis for a limited period of time.



ORGANIZATION & MANAGEMENT STUDIES

Analyzing municipal organizations, operations, and management structure and procedures using best practice standards. Specializing in organizational assessments, public works, and public safety.



CLASSIFICATION & COMPENSATION STUDIES

Analyzing and developing classification and compensation plans using internal and external equity standards.



ECONOMIC DEVELOPMENT SERVICES

Assisting communities in the establishment and implementation of economic development projects and programs, including downtown revitalization initiatives, redevelopment and tax incremental financing, business improvement district plans, brownfields initiatives, and business and industrial park planning and development.



STRATEGIC PLANNING & IMPLEMENTATION

Performing community needs assessments, preparation of plans, strategies for implementation of community plans, site planning/development review assistance, and assisting communities in development of boundary agreements and cooperative plans.

REFERENCES

We are proud of the relationships that we have created over the years. Feel free to contact any of the following references who can attest to the quality of service that we provide.

JACK ANDERSON***Village President***

Village of Greenville, WI

920-757-5181 *(cell)*

BARBARA DAUS***City Council President***

City of Platteville, WI

608-348-3365 *(cell)*

SUSAN SANABRIA***President***

Village of Wind Point, WI

262-994-0733 *(cell)*

MICHAEL BABLICK***Mayor***

City of Park Falls, WI

715-762-2436 Ext. 229

DR. BILL DUNCAN***Village President***

Village of Williams Bay, WI

262-245-2700

JOHN SCHUEPBACH***Former President***

Village of Marshall, WI

608-655-4017 *(office)*

MARTY BECKER***Former Mayor***

City of Port Washington, WI

262-707-1464 *(cell)*

RICH O'CONNOR***Mayor***

City of Hudson, WI

715-386-4765 (Ext. 120) *(cell)*

RYAN SCHROEDER***Mayor***

City of Delavan, WI

262-728-5585 ext. 11 *(office)*

MASON BECKER***City Council President***

City of Fort Atkinson, WI

920-723-4924 *(cell)*

JOE OSTERMAN***Chair***

Town of Lisbon, WI

262-246-6100 (Ext. 1200) *(office)*

JOHN SWISHER***President***

Village of Johnson Creek, WI

414-659-6105 *(cell)*

DAVID BENFORADO***Village President***

Village of Shorewood Hills, WI

608-535-2960

THOMAS PAVLIC***Mayor***

City of Cudahy, WI

414-769-2222 *(office)*

MICHAEL THOM***Former Mayor***

City of Columbus, WI

920-623-5900 *(cell)*

JEANNE CARPENTER***Former Village President***

Village of Oregon, WI

608-358-7837 *(cell)*

HARLEY REABE***County Board Chair***

Green Lake County, WI

920-294-0824 *(cell)*

DR. LANNY TIBALDO***Chair***

Town of Lawrence, WI

920-619-6257 *(cell)*

ROGER TRUTTMAN

President

Village of New Glarus, WI

608-212-6785 (cell)

GERALD DEWOLFE

President,

Village of Ellsworth, WI

715-821-1097 (cell)

MARK MCANDREWS

Former Chair

Town of Buchanan, WI

920-734-8599 (office)

DAVID VARNEM

Mayor

City of Lancaster, WI

608-723-4109 (cell)

STEVE GENISOT

Mayor

City of Marinette, WI

906-399-8854 (cell)

TIM MCCUMBER

County Board Chair

Sauk County, WI

608-963-6581 (cell)

JIM WEISS

Chair

Town of Linn, WI

262-245-2700 (cell)

THEODORE GRANT

Mayor

City of Ripon, WI

920-896-6900 (office)

MARK MILLIREN

Mayor

City of Durand, WI

715-672-8770 (office)

DALE YURS

President

Village of Belleville, WI

608-577-9502 (cell)

TOM HARTZ

Former Mayor

City of Lake Geneva, WI

262-374-9127 (cell)

LAURA NELSON

Former President

Village of Suamico, WI

920-246-8212 (cell)

UNPARALLELED LOCAL
GOVERNMENT EXPERIENCE

YOUR PROJECT TEAM

The project lead and your point of contact for this recruitment will be Chris Swartz. Chris will be assisted by Dave Bretl. Biographical information follows.

DAVID BRETL

Vice President/Shareholder

David Bretl has as served local governments in Wisconsin for twenty-nine years. He retired in early 2020 from his position as County Administrator and Corporation Counsel for Walworth County, Wisconsin, a combined position that he held since 2003. He began working as a consultant for PAA in 2018 and joined as a shareholder in in 2020. During his eighteen years at Walworth County, Dave was involved in the two board downsizings, the replacement of most of the County's facilities and the consolidation of six departments. Dave helped organize and moderated the county's Intergovernmental Cooperation Council (a collaborative effort among municipal, county and town governments). In 2005 he helped organize a county-wide private-public economic development initiative, WCEDA (Walworth County Economic Development Alliance, Inc.). In 2015 that organization honored him by establishing the Dave Bretl Community Betterment Award. In addition to conducting studies and recruitments at PAA, Dave served as the Interim Administrative Coordinator for Sauk County, Wisconsin and the Interim Village Administrator in Williams Bay, Wisconsin.

Dave earned a Master's Degree in Public Administration and a Law Degree from the University of Wisconsin-Madison.



CHRIS SWARTZ

Secretary/Shareholder

Chris Swartz has served as a municipal manager in Wisconsin for over thirty years, most recently as Village Manager for the Village of Shorewood



(2004-2017), Administrator for the Village of Sussex (1990-2004) and Clerk-Treasurer Administrative Coordinator Village of East Troy (1986-1990). He started his career as a researcher for the Citizens Governmental Research Bureau/Public Policy Forum (1983-1985). Chris, as an independent contractor was hired by the North Shore Communities to study Dispatch and Fire Consolidation for the North Shore communities of Shorewood, Whitefish Bay, Glendale and Fox Point (1985-1986). He retired from Shorewood in 2017 as a credentialed manager as designated by the International City Management Association ICMA). Swartz has a Master of Science degree in Urban Affairs from the University of Wisconsin-Milwaukee (1983) and an undergraduate degree from University of Wisconsin-Stevens Point. Swartz has been recognized for his innovative approach to economic development, strategic and financial planning, organizational development and intergovernmental cooperation. He is known as a mentor to emerging public administration leaders through his tenure as an adjunct professor within the Masters of Public Administration(MPA) graduate program at the University of Wisconsin-Milwaukee and his involvement in the MPA Alumni Association. Swartz has been formally recognized for his lifetime achievements, including Wisconsin City/County Management Association "Meritorious Service Award"(2015), James R. Ryan Lifetime Achievement Award from the Public Policy Forum (2017) and Wisconsin Economic Development Association Fredrick C. Pearce Lifetime Achievement award (2017).

PAA CLIENTS

The number beside the municipality name is the number of times PAA has assisted the municipality. State of Wisconsin unless otherwise noted. View the interactive map on our website for the work that we have performed for these communities.

CITIES

Abbotsford (2)	Horicon (2)	Niagara	Washburn (2)
Adams (2)	Hudson	Oak Park Heights, MN	Waukesha
Algoma	Independence, Iowa	Oconto (2)	Waupaca
Antigo (3)	Jefferson (4)	Omro	Waupun
Ashland (2)	Kewaunee	Park Falls	Wautoma
Baraboo (2)	Lake Geneva (2)	Pine Island, MN	Wauwatosa (2)
Berlin (2)	Lancaster (4)	Platteville (5)	Weyauwega (3)
Brillion	Marinette (2)	Prairie du Chien (2)	Whitewater (3)
Chilton (2)	Marquette, Iowa	Princeton (2)	
Chippewa Falls (2)	Marshfield (2)	Port Washington	
Clintonville (2)	Mauston (3)	Racine	
Columbus (3)	Menominee, Michigan	Reedsburg (2)	
Crystal River Florida	Mequon	Rhineland	
Delavan (2)	Menasha	Rice Lake	
DePere (3)	Merrill	Richland Center	
Durand (3)	Middleton	Ripon	
Eagle River	Milton	Shawano (4)	
El Paso, Illinois	Mineral Point	South Haven, MI	
Elroy (3)	Minonk, Illinois (3)	St. Croix Falls	
Evansville (3)	Monona (3)	St. Francis	
Fond du Lac	Monroe (2)	Sturgeon Bay (5)	
Fort Atkinson (2)	New Lisbon	Thorp	
Fox Lake	New London (3)	Tomah (2)	
(3) Geneseo, Illinois		Verona (3)	
Hartford			
Hillsboro (3)			

OVER 325
MUNICIPAL ADMINISTRATOR
SEARCHES SINCE 1998

VILLAGES

Ashwaubenon	Elm Grove	Maple Bluff	Spring Green
Bayside (3)	Ephraim	McFarland (2)	Suamico (3)
Bellevue	Fox Point (2)	Merton	Stanley
Belleville	Germantown	New Glarus (3)	Sussex
Bonduel	Grafton (2)	North Fond du Lac (3)	Thiensville (2)
Brown Deer	Greendale (2)	Oregon (2)	Turtle Lake
Clinton (2)	Greenville	Osceola (3)	Twin Lakes (2)
Colfax	Hales Corners	Paddock Lake (2)	Union Grove (2)
Cross Plains (2)	Hammond	Palmyra	Waterford
Darien	Hartland (3)	Pardeeville	Waunakee
Denmark (2)	Howard (3)	Port Edwards	W. Milwaukee (3)
DeForest	Johnson Creek (3)	Poynette	Williams Bay (2)
East Troy	Kewaskum	Prairie du Sac	Wind Point (2)
Edgar	Little Chute (5)	Pulaski	Winneconne (4)
Egg Harbor (2)	Lodi (3)	Rothschild	Whitefish Bay (2)
Elkhart Lake	Marshall (2)	Sherwood	Wrightstown (3)
		Slinger (2)	
		Somerset	

TOWNS

Algoma (3)	Fox Crossing (Menasha) (4)	Ledgeview	Richfield (2)
Beloit	Gibraltar (2)	Linn	Sevastopol
Buchanan (5)	Grand Chute (3)	Lisbon	Shorewood Hills
Cedarburg (2)	Greenville (2)	Oconto	Weston
Clayton	La Pointe (2)	Osceola	
Empire	Lawrence (2)	Rib Mountain	

COUNTIES

Ashland	Iowa	Price	Wabasha, MN (2)
Chippewa (3)	Monroe	Sauk	Waushara
Dodge	Oconto (2)	Sawyer	Washburn
Door	Polk (3)	Shawano	
Green Lake			

ATTACHMENT 2B

Services to be provided by PAA: Williams Bay Village Administrator Recruitment

Cost: \$13,000 if performed in conjunction with interim Village Administrator services. \$15,000 as a "stand-alone" search.

Project Overview

1. Kickoff meeting with Village Board

What we do: This meeting ensures that there is a “meeting of minds” in terms of the overall methodology of the recruitment including the schedule and key milestones. It also helps PAA prepare documents for the recruitment. During this meeting, we explore the characteristics you seek in the next Village Administrator. We will share with you a survey that we recommend be distributed to elected officials and management staff to learn the key skills and attributes that your organization values most. This survey is completed and returned to PAA. We will review with you the relevant ordinances and job description, prepare revisions, if needed, and seek your input into the position profile, which will be a key document in our recruitment process. We will discuss your salary expectations for the position as well as key terms of an employment contract.

Timing:

We have included dates in this proposal to give you a sense of the timing of the recruitment. Actual dates are determined by the Village. Approval of a contract with PAA will begin the recruitment. Strictly for illustration we will assume a contract with PAA is approved on December 5 and the kickoff meeting could be held that same evening. You may delay the start date of our engagement as necessary based on availability of Village personnel and your recruitment goals. The dates of deliverables set forth in this proposal would be modified accordingly.

2. Approval of recruitment documents and plan.

What we do: With the benefit of the information, we receive at our first meeting, PAA will return to Williams Bay. The purpose of this meeting is to obtain your final approval of the recruitment schedule, position description, position profile and advertising plan. We will discuss with you and learn your preferences as to what separates an ideal or highly qualified candidate from one which simply meets the minimum qualifications for the position. This will be important to help PAA and the Village focus attention on the most viable candidates. We would like to lock in dates for the rest of the recruitment at this meeting. This will reduce the chances of a candidate not being able to attend the final assessment.

Timing:

If the kick-off meeting is held on December 5, this second meeting (approval of recruiting documents) could be held on December 19.

3. Recruitment Opens

What we do: Following approval of key documents, PAA will place advertisements in appropriate publications and on-line resources. We will share that advertising plan with you if we are hired.

Timing: If the Village approves the recruitment documents on December 19, we can begin posting the position on January 2.

4. Application period is open

What we do: During the application period, PAA will be encouraging candidates to apply and responding to applicant inquiries. We will conduct recorded Zoom interviews with candidates who we deem most qualified for the position and conduct detailed reference reports on those candidates which will be provided to the selection committee.

Timing: If the position is posted on January 2, we recommend that the recruitment period be open until January 28.

5. Candidate Report

What we do: PAA will furnish the Board with a confidential candidate report that will provide a summary of all applicants for the position classified as “Well-qualified,” “Qualified” and “Not Qualified.” That report will also identify our recommendation of finalists for the position. Depending upon the quality of the candidates in the recruitment, we will recommend that up to five finalists participate in the assessment.

Timing: If the recruitment closes on January 28, we can furnish this report to the Village by February 10.

6. Selection of finalists.

What we do: PAA will meet with the Board in closed session to present the candidate report described above. This is the opportunity for the Village to review PAA's recommendations of the candidates we determine are best qualified and select finalists. PAA will seek input into final interview questions and discuss the parameters of reimbursement of candidate travel and lodging expenses (if any are to be provided). Details of the final candidate assessment will be discussed and approved.

Timing:

If the recruitment closes on January 28, we can conduct the finalist selection meeting as early as February 14.

7. Assessment.

What we do: Finalists will be invited to Williams Bay to participate in an assessment. PAA facilitates this process and works with the selection committee. Depending upon the assessment activities selected by the Village this will either be a one day or 1 ½ day exercise.

Options:

Each client approaches the assessment differently. Some simply hold two interviews; one with the Council and another with management staff. Others include a tour of City facilities, a community "meet and greet" session and a writing exercise.

Timing:

Assuming finalists are selected on February 14, the assessment could take place as early as February 24/25.

8. Contract negotiation.

What we do. Normally, PAA receives instructions from the client and negotiates an employment agreement for review and approval by the Board. We will work with your Village Attorney. PAA does not provide legal services so review of the contract by Williams Bay's attorney is essential.

Timing. Assuming a finalist is selected on February 25, it should be possible to complete a contract (assuming a meeting of the minds) no later than March 1.

9. Board confirmation.

Assuming a contract is completed, the Board could meet as early as early as the week of March 1 to confirm the candidate as the next Village Administrator. Confirmation is typically contingent upon a background check that is acceptable to the Village as well as physical or psychological exams that the Village might require or drug testing. The background check is the responsibility of the Village. Most municipal clients normally utilize law enforcement, such as the police department or Sheriff's Office, to conduct the background check.

SERVICES AGREEMENT- Village Administrator Recruitment

This Services Agreement is entered into as of this ___ day of _____, 2022 by _____ and _____ between PUBLIC ADMINISTRATION ASSOCIATES, LLC, "PAA" and Williams Bay, Wisconsin, "Village".

Whereas, Village needs assistance with professional recruitment of a Village Administrator; and
Whereas, PAA has expertise in professional recruitment;

Therefore, the parties agree as follows:

1. **Services.** At Village's request, PAA will provide those services listed on Exhibit A to Village.

2. **Term.** PAA anticipates that this recruitment will take approximately twelve weeks to complete, depending upon the availability of the Village to conduct key meetings.

3. **Payment.** For these services, Village will pay PAA \$15,000, or \$13,000 if PAA is retained to provide interim Village Administrator services, as follows:

A. One-third (1/3) upon approval of recruitment documents;

B. One-third (1/3) upon the selection of the finalists for the position; and

C. One-third (1/3) upon confirmation of the Village Administrator by the Village Board.

D. If Village terminates this contract prior to the conclusion of services by PAA, Village will immediately pay PAA for the next one-third (1/3) of services due. For example, if Village has paid PAA one-third (1/3) upon approval of recruitment documents and terminates the contract prior to the selection of the finalist candidates, then the Village will immediately pay PAA another one-third (1/3) of the agreed payment.

E. PAA may terminate this agreement at any time if Village has not made payment within 30 days of invoicing.

F. Included in the above-stated payment are the costs for advertising as well as consultant mileage and lodging, copies and postage. The following expenses are not included in the above-stated price and are the responsibility of the Village: Candidate travel and lodging if authorized by the Village, final candidate physical or psychological exam or drug testing if required by the Village, candidate background check (normally conducted by law enforcement).

4. **Professional Conduct.** PAA will provide the services to Village in a professional and business-like manner, and will act in accordance with all Federal, State, and local laws, regulations, rules and ordinances. PAA will at all times endeavor to uphold and preserve the reputation of Village.

5. **Cooperation, Conduct and Village Responsibilities.** Similarly, Village and its representatives will act and communicate at all times in a professional manner, will provide its full cooperation to PAA in PAA's search on behalf of Village agrees to assist PAA in distribution of documents to Village Council members and staff, furnish PAA with photographs (if available) and documents to assist in the preparation of recruitment materials and coordinate meeting/testing rooms. Village is responsible for properly noticing all meetings. PAA does not provide legal services. PAA will comply with all Federal, State, and local laws, regulations, rules and ordinances, including anti-discrimination laws, regulations, rules and ordinances.

6. **Liability Insurance.** PAA carries professional liability insurance with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate.

7. **Hold Harmless & Indemnity.** To the extent permitted by law, Village agrees to hold harmless, indemnify, and defend PAA from any and all demands, claims, causes of action, and judgments brought by candidates or third parties against PAA and/or Village for Village's negligent or intentional conduct resulting in damages to a candidate or third party.

Similarly, PAA agrees to hold harmless, indemnify, and defend Village from any and all demands, claims, causes of action, and judgments brought by candidates or third parties against PAA and/or Village for PAA's negligent or intentional

conduct resulting in damages to a candidate or third party.

8. **PAA Guarantees:** If the initial search is not successful, PAA will conduct an additional search until the Williams Bay Village Administrator position is filled. If the candidate selected either resigns or is terminated for cause within the first twelve months of employment, PAA will conduct a new search. In either case, PAA will waive its consulting fee. Village would be responsible for advertising costs and consultant mileage for subsequent searches.

9. **No Assignment.** Neither party may assign this contract without the written consent of the other party.

10. **Entire Agreement.** This contract contains the entire agreement between the parties, and supersedes all prior discussions and negotiations between them. This contract may only be amended by a written contract signed by both parties.

12. **Disclosure of Attorney.** PAA discloses to Village that one of PAA's members is an attorney; however, PAA will not provide Village with legal advice. Village must seek legal advice from its own counsel.

13. **Governing Law.** This agreement is governed by the laws of the State of Wisconsin.

Dated this ____ day of _____, 2022.

PUBLIC ADMINISTRATION ASSOCIATES, LLC

By _____
DAVID A BRETL, Vice President

WILLIAMS BAY

By _____



Public Administration Associates, LLC

November 30, 2022

Williams Bay Village Board

Re: Village Administrator Recruitment

Dear Trustees;

Thank you for trusting Public Administration Associates, LLC to assist you in recruiting your next Village Administrator. The following is information for our “kick-off” meeting which will be held on December 5, 2022 in the event you wish to retain PAA.

The following are some important topics that we would like to discuss at our meeting. I will describe them as well as outline what we hope to accomplish on Monday.

- 1. Recruitment plan/schedule.** The first document that we would like to discuss is the plan and schedule (Attachment 3A). As we mentioned in our proposal, two steps that we really can’t speed up are the time that the posting is open (typically 30 days) and the amount of notice that your new Administrator is required to give his or her employer once they are confirmed (often thirty or more days).

Please bring your calendars to the meeting. It would be ideal if we could schedule meeting dates for the entire recruitment. The reason for scheduling these dates early is two-fold: First, it keeps the process moving forward as quickly as possible. Locking our dates in now will minimize the chances that a meeting will need to be canceled or delayed due to conflicts that may arise in Trustees’ schedules. Second, we would like to provide the final assessment (final interview) date to candidates as soon as they apply. We explain to them that if they are selected as a final candidate, they will need to be available, in person, in Williams Bay, on the date(s) we specify. Again, the purpose of this is to avoid delays by allowing candidates to calendar this important date as early as possible.

While it isn’t necessary to plan all of the details of the final assessment, we would like to begin our discussion of how you might like this to take place. This is the time when final candidates would travel to your village and participate in a number of evaluated activities. Each client approaches the assessment differently. Some simply hold two interviews; one with the selection committee and another with management staff. Others include a tour the community, a “meet and greet” session and a writing exercise.

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2. **Position description.** The current position description should be reviewed to ensure that it is accurate relative to your ordinances and reflects your collective expectations of the responsibilities and authority of the position.
3. **Survey.** We would appreciate knowing the qualifications and personal qualities that are most important to you in your next Village Administrator. If you are comfortable, we would like to furnish the attached survey (Attachment 3B) to all Trustees as well as your management team members. We would need assistance from your staff to email this survey to all appropriate recipients. The results of this survey help us prepare our recruiting documents and target candidates that will be the best fit for your Village. While distribution of the document to management team members is certainly optional, we have found in other recruitments that they provide valuable feedback and appreciate the opportunity to provide input at this early stage.
4. **Questions and miscellaneous issues.** We want to ensure that you are comfortable with the approach that we are recommending and we will be happy to answer any questions that you might have. We will be marketing your village to prospective candidates through the use of a position profile that we will develop. Having pictures of your village will be useful in the production of that document. If you are aware of individuals or agencies that might have some that we could use, we would appreciate a point of contact.

We look forward to working with you. If you have any questions or concerns prior to our meeting, please reach out to me at (414) 350-3328 or bretld.paa@gmail.com.

Sincerely,



David A. Bretl
Public Administration Associates, LLC

DRAFT
Williams Bay Administrator Recruitment Plan

Date	Milestone	Remarks
December 5	Kickoff meeting with Board: • Recruitment plan approved/meeting dates established • Survey approved for distribution • Position description discussed • Single or multiple day assessment discussed	
December 19	Board Meeting. Approval of: • Recruitment plan (if not approved on 12/5) • Position Description • Position Announcement • Position Profile	This meeting will take 1 ½ to 2 hours. Subject to approval by your Village Attorney, we recommend that a portion of this meeting be noticed for a closed session to discuss the salary range to advertise the position as well as a preliminary discussion of key employment contract terms.
January 2	Ads are placed; recruitment is open	
January 28	Recruitment closes	
February 10	Candidate Report provided to the Village for distribution to Board members.	

February 14 Consider a special meeting as normal meeting date (Feb. 21) would add a week to the process.	Board meeting. • Selection of final candidates; • Final assessment details are approved	This meeting will take approximately 2- 3 hours in closed session. PAA strongly recommends that this meeting be “in person.”
February 24/25	Final Assessment is conducted. Board deliberates and directs negotiations.	Board members should plan on a 6-to-8-hour meeting. You will be interviewing candidates, deliberating on a preferred candidate and providing negotiating parameters. This meeting is “in person.”
March 1 Consider a special meeting as the normal meeting date would add six days to the process.	Village Board Meeting. Board approves contract and confirms candidate subject to background check/drug test/physical.	You may wish to consider a special board meeting to help expedite the process.
Week of March 1	Candidate completes background requirements provides notice to employer	This will depend upon tests required by Village and speed of background check. 30 to 45 days’ notice by the candidate to present employer is typical.
Early to Mid-April	Estimated start date of new Administrator	Candidates typically don’t resign previous employment until Village is satisfied with background/testing/exams

Attachment 3B



Public Administration Associates, LLC

Williams Bay-New Village Administrator Assessment

Purpose. The purpose of this survey is to assist us in identifying Village Administrator candidates that will best fit the needs of Williams Bay. We would like to learn which areas of Experience and Personal Qualities you believe will be most important to the success of the next Administrator.

Completing and returning this survey. 1. Fill this out by hand and mail it to Dave Bretl, 3359 N. Menomonee River Parkway, Wauwatosa, WI 53222 or 2. Save your answers in Word or scan and email the document to the County's recruitment consultant Dave Bretl at bretld.paa@gmail.com

Deadline: Please return this no later than Tuesday, December 13, 2022

1. Please indicate (by checking the appropriate line) whether you are:

- ☐ A Village Trustee; or
☐ A member of the Village management team.

2. Rate skill and experience in certain village functions: Indicate the five most important skills that the new Village Administrator should possess, ranking the most important as one (1) and five (5) as least important of your top five. Please list only your top five and use each number (1 through 5) only once.

- ☐ Budget development
- ☐ Capital Improvement Planning and execution
- ☐ Contract/project management
- ☐ Village marketing
- ☐ Debt financing
- ☐ Economic development
- ☐ Environmental stewardship/sustainability
- ☐ Governmental accounting
- ☐ Grant writing
- ☐ Human Resources (Pay, performance and general personnel management)
- ☐ Information Technology/social media
- ☐ Inclusion and equity
- ☐ Intergovernmental relations
- ☐ Land use planning
- ☐ Parks/trails development
- ☐ Purchasing
- ☐ Public Safety
- ☐ Public Works and engineering management
- ☐ Strategic planning
- ☐ Tourism development/promotion
- ☐ Other _____

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3. Personal Qualities: Indicate the five most important personal qualities that the next Village Administrator should possess by ranking one (1) as most important and five (5) as least important of your top five. Please list only your top five and use each number (1 through 5) only once.

- _____ Approachable
- _____ Coachable; has the ability and willingness to learn
- _____ Collaborative style in working with the Supervisors, management and employees
- _____ Commitment to public service
- _____ Community involvement
- _____ Decisive
- _____ Dynamic leadership skills
- _____ Flexibility; has the ability to react to changed circumstances
- _____ Possesses self-awareness
- _____ Innovative (thinks outside of the box)
- _____ Open and positive communication skills
- _____ Responsive
- _____ Stable tenures in previous positions
- _____ Team builder
- _____ Verifiable record of organizational accomplishments in past employment
- _____ Vision
- _____ Other _____

4. What do you believe are the most important issues facing Williams Bay today? _____

5. What challenges and opportunities face the Village in the next five years?

