



Milford City Hall Council Chambers 201 South Walnut Street Milford DE 19963

CITY COUNCIL AGENDA November 20, 2024

Attendees are welcome to participate virtually as well. Public Comments are encouraged on the agenda items designated with a ①. Virtual attendees may alert the City Clerk that they wish to speak by submitting their name, address, and agenda item via the Zoom Q&A function or by using the Raise Your Hand function during the meeting.

Those attending in person may comment when the floor is opened for that purpose.
All written public comments received prior to the meeting will be read into the record.

This meeting is available for viewing by the public by accessing the following link:

<https://zoom.us/j/96338071926>

or

<http://www.cityofmilford.com/553/Watch-Public-Meetings>

Members of the public may also dial in by phone using the following number:

Call 301 715 8592 Webinar ID: 963 3807 1926

6:00 PM

15-Minute Public Comment Period

All interested parties are invited to speak during the public comment portion of the Meeting. Discussion of those items appearing on the agenda as a public hearing is prohibited during the Public Comment Period, as an opportunity will be provided at the time it is being considered. Virtual attendees must register prior to start time of the meeting by calling 302-422-1111 Extension 1142 or 1303, or by sending an email to cityclerk@milford-de.gov and providing their name, address, phone number, and item name and/or description you wish to comment on. Persons in attendance wishing to speak must sign up prior to the start of the Meeting. Citizen comments are limited to three (3) minutes. Council and Committee Members are prohibited from responding or taking action since this is not an official session; however, items may be considered for placement on a future agenda.

WORKSHOP

City Manager Recruitment
Marijuana Regulations
Proposed Charter Changes

ALL SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT NO LATER THAN ONE WEEK PRIOR TO MEETING. NO PAPER DOCUMENTS WILL BE ACCEPTED, DISTRIBUTED, OR PRESENTED AT MEETING ONCE PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE. ANY MATERIALS UTILIZED DURING THE MEETING SHALL BE FROM THE COUNCIL PACKET AND REFERENCED BY PRESENTER USING AUDIO AND VISUAL MEANS TO ENSURE VIRTUAL PARTICIPATION BY ALL IN ATTENDANCE.

*Time Limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers prior to start of meeting/workshop.

① Designated Items only; Public Comment, up to three minutes per person will be accepted.



Riccardo F. Ginex
MGT Approved Independent
Executive Recruiter



With over 44 years of municipal experience, Riccardo (Rick) F. Ginex brings a wealth of expertise to his role at MGT. Specializing in Senior Level Management recruitments, he has successfully filled key positions such as Village Manager, Police Chief, Public Works Director, Human Resource Director, and Community Development Director for several Illinois clients. His profound knowledge of Municipal Government and Public Safety serves as a valuable asset to the clients he supports.

During his tenure as Village Manager in Oak Brook, IL, spanning seven years, Rick oversaw numerous multi-million-dollar developments, including Rush Medical's suburban facility, Hyatt House Hotel, Restoration Hardware development, Lifetime Fitness development, and Senior Lifestyle's 200-unit development. His strong negotiation skills were evident in dealings with collective bargaining units, resulting in successful federal grievance arbitration awards. Similarly, his nine-year term as Village Manager in Brookfield was marked by securing over \$12 million in Federal Funding for infrastructure improvements, implementing TIF Districts, securing bonds for critical infrastructure projects, and boosting revenue through Non-Home Rule Sales Tax.

Areas of Expertise

- Municipal Management
- Senior Level Management Recruitment
- Infrastructure Development
- Collective Bargaining and Negotiation
- Law Enforcement Leadership
- Community Development
- Professional Education and Credentials

Education

- M.S., Management, National Louis University, 1992
- B.A., Criminal Justice, Lewis University, 1973-1977
- ICMA Credentialed Manager
- FBI National Academy, 176th Session
- School of Police Staff and Command, 28th Class, Northwestern Traffic Institute
- Advanced Achievement Leadership, Bell Leadership Program, Raleigh, NC

Memberships & Affiliations

International City Manager's Association
Illinois City Manager's Association
Life Member International Association of Chiefs of Police
Illinois Public Employer Labor Relations Association
FBI National Academy Associates
Northwestern Traffic Institute Alumni
Suburban Law Enforcement Academy Advisory Council
Former Board Member, DuPage Convention & Visitor's Bureau
Former Chairman, Intergovernmental Committee West Central Municipal Conference

Professional Experience

Village of Oak Brook, Village Manager, 2014-2021
Village of Brookfield, Village Manager, 2005-2014
Village of Downers Grove, Village Manager, 2001-2005; Police Chief, 1977-2001



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of November 6, 2024 (“Effective Date”) between MGT Impact Solutions, LLC (“MGT”), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and the City of Milford (“Client”), located at 201 S. Walnut St., Milford, DE 19963, collectively referred to herein as the “Parties.”

WHEREAS, MGT offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for MGT’s services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of MGT’s provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT’s provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work (“SOW”).

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information (“Services”) each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW (“Contract Documents”). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at MGT’s discretion.

3. TERM. The term of this Agreement shall commence on the Effective Date and will continue for a period of one (1) year or until terminated in accordance with this Agreement. This Agreement will automatically renew for additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the expiration date.

4. TERMINATION. This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.



5. **INSURANCE.** During the Term of this Agreement and any SOW, MGT will maintain the minimum insurance coverages below. MGT shall provide Certificates of Insurance to Client upon request and as required under SOWs.

- | | | |
|----|-------------------------------|---|
| a. | Commercial General Liability | \$1,000,000 per occurrence
\$2,000,000 annual aggregate |
| c. | Business Automobile Liability | \$1,000,000 combined single-limit, non-owned
and hired. (MGT does not own autos) |
| d. | Umbrella/Excess Liability | \$10,000,000 per occurrence & aggregate,
follows form |
| e. | Worker's Compensation | Per Statute |
| f. | Employer's Liability | \$1,000,000 each accident |
| f. | Professional Liability | \$6,000,000 aggregate |

6. **INDEMNIFICATION.** To the extent permitted by law, each Party shall fully defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A Party's indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified Parties failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties' interests without prior consent; and c) at the indemnifying party's request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim.

7. **LIMITATION OF LIABILITY.** MGT shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.



To the extent permitted by law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to MGT under this Agreement in the twelve (12) months prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Florida, irrespective of the choice of laws principles of the state of Florida, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Hillsborough County, Florida and Client hereby accepts venue in each such court.

9. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place virtually via electronic means. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in any court of competent jurisdiction. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees.

10. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. MGT may, however, disclose Client's name and the general nature of MGT's work for Client sales proposals.



The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that MGT's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide such data, access or other requirements causes significant delays to MGT's progression of Services, and MGT incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. MGT shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by MGT to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide MGT with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. MGT reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. MGT may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

13. MODIFICATION. This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

15. ASSIGNMENT. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

16. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, MGT is acting as an independent contractor and not as an officer, agent, or employee of the Client. MGT shall not be required to keep specific work hours (except in the case of specific hours



required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act (“FUTA”), income tax withholding, worker’s compensation, and unemployment insurance, MGT, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

18. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To MGT Impact Solutions, LLC:

Name: MGT Impact Solutions, LLC
 ATTN: Legal Notice/Contracts
 Address: 4320 West Kennedy Blvd.
 Tampa, FL 33609
 Email: contracts@mgt.us

To Client:

Name: Milford, Delaware
 ATTN: Jamesha Williams
 Address: 201 S. Walnut St.
 Milford, DE 19963
 Email: jeaddy@milford-de.gov

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

19. SEVERABILITY. If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

20. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

21. SURVIVAL. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. ENTIRE AGREEMENT. This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated



herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. **NON-EXCLUSIVITY.** This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, MGT may perform Services for any other clients, persons, or companies as MGT sees fit, so long as the performance of such Services does not interfere with MGT's performance of obligations under this Agreement, and do not create a conflict of interest.

24. **THIRD PARTY BENEFICIARIES.** Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

MGT IMPACT SOLUTIONS, LLC

MILFORD, DELAWARE

Name: A. Trey Traviesa

Name: Mark Whitfield

Title: CEO

Title: City Manager

Date: 11/14/2024

Date: 11/13/24



**EXHIBIT A
EXECUTIVE RECRUITMENT STATEMENT OF WORK**

As of October 30, 2024 (“Effective Date”), **MGT Impact Solutions, LLC (“MGT”)** and the **City of Milford** execute this Statement of Work (“SOW”) pursuant to the Master Services Agreement between the Parties dated October 30, 2024 (“Agreement”).

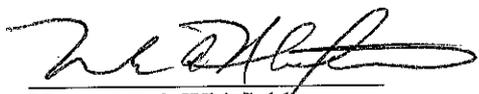
- 1. PROJECT-**
Executive Recruitment for the position of City Manager.
- 2. SCOPE**
MGT will provide recruitment and selection services in accordance with MGT’s proposal dated October 22, 2024. All terms of the Proposal are incorporated herein by reference and supersede the event of a conflict.
- 3. PERIOD OF PERFORMANCE/PROJECT TIMELINE**
The term of this Statement of Work begins on the Effective Date and terminates upon project completion.
- 4. COMPENSATION AND REIMBURSABLE EXPENSES**
A. Fee. The flat fee for the Services described above is \$20,500
B. Expenses. \$3,500 (not to exceed)
If any onsite visits are requested, there will be additional costs for travel-related expenses.
- 5. INVOICING AND PAYMENT**
1st Invoice: 40% of the recruitment fee will be due upon contract award.
2nd Invoice: 40% of the recruitment fee and expenses incurred to date will be due upon presentation of candidates.
Final Invoice: the balance of fees and expenses will be due upon completion of the recruitment.

Payment of invoices due within 30 days of receipt.

MGT IMPACT SOLUTIONS, LLC

MILFORD, DELAWARE


 Name: A. Trey Traviesa
 Title: CEO
 Date: 11/14/2024


 Name: Mark Whitfield
 Title: City Manager
 Date: 11/13/24



Proposal

OCTOBER 22, 2024

City Manager

City of Milford, Delaware

Submitted by:

MICHELE MORAWSKI
CLIENT SERVICES MANAGER
790 FRONTAGE ROAD, SUITE 213
NORTHFIELD, IL 60093
224.415.3791
MMORAWSKI@MGT.US

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Cover Letter

October 22, 2024

Mark Whitfield, City Manager
City of Milford
201 S. Walnut Street
Milford, DE 19963



RE: PROPOSAL FOR CITY MANAGER

Dear Mr. Whitfield:

Thank you for the opportunity to provide you with a proposal for the City Manager recruitment and selection process for the City of Milford (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.

MGT Impact Solutions, LLC (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. MGT takes the next step in offering integrated solutions that can accelerate our most important 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 a proven leader in public sector consulting.

MGT CONTACT INFORMATION

MGT HEADQUARTERS

MGT Impact Solutions, LLC
4320 West Kennedy Boulevard | Tampa, Florida 33609
P: 813.327.4717 | www.mgt.us
FEIN: 81-0890071

PROPOSAL CONTACT

Michele Morawski, Client Services Manager
790 Frontage Road, Suite 213 | Northfield, IL 60093
224.415.3791 | mmorawski@mgt.us

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

Regards,

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



Firm Profile

Impacting communities for good.

MGT brings **50 years** of experience driving positive social change and performance in education, government, nonprofits, and critical infrastructure/private industries through **assisting clients to strengthen their foundation, change systematically, and enable resiliencies for long-lasting change**. Since inception, MGT has significantly grown in size and capacity – working with state and local governments and education partners. Today, we bring a team of over **900 professionals** who offer in-depth market knowledge and understanding so we can hit the ground running.

MGT is a privately held, employee-owned and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients care about addressing the world’s most-pressing problems, and so do we. Their “why” is our why.

What sets us apart is our ability to customize and offer individualized support but also the resources of a larger infrastructure to enable flexibility in impacting to-scale. Throughout our history, MGT has successfully delivered more than **30,000 projects** through a thoughtful balance of balancing the “immediate” needs while changing systems to plan for future resilience and success.

Our Commitment

MGT embraces the most complex challenges on the leadership agenda, with deep commitment, agility, and local expertise to make a measurable and profound impact. Simply stated, **We are impacting communities for good.**

MGT | FIRST LOOK

Name: MGT Impact Solutions, LLC (MGT)

Locations: Headquarters in Tampa, FL; branch offices nationwide

Cooperative Contracts:

Allied States Cooperative (ASC) #23-7449, #24-7484

The Interlocal Purchasing System (TIPS) #220601, #220802, #230105

Structure: Privately held, employee-owned, client-driven Limited Liability Company

Lines of Business: Strategy and Implementation, Performance and Operations, IT Infrastructure, and Cyber Security and Resilience for public sector and commercial companies.



50 years

900 consultants

30,000 projects

A Social Impact Commitment

DEFINED BY **IMPACT**

Making a profound impact on society is at the heart of who we are and what we do. City of Milford should be proud to make a difference in the lives of the citizens in your community, and we are proud to work with you toward this goal. Our team empowers organizations through innovations in people, processes, and technology to lift and strengthen your solutions.

MGT's Expertise

Our firm includes more than **900 professionals**, structured into the following primary groups, along with various internal infrastructure groups to support our operations and growth.



Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.



IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.



Cyber Security & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.



Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.

FIRM PROFILE



Our MGT Vision

To achieve our mission of being the social impact and performance leader in our industry, we are continuously improving to earn the privilege of being selected as our clients' partner of choice in the mission-critical domains we impact. By elevating education systems, managing and securing critical networks, solving complex human capital and fiscal problems, and advancing equity as a performance imperative, we can impact communities, for good through client partnership.

We deliver these solutions through our "three-point stance" of technology, education, and performance offerings. With our long-term vision of creating profound social impact through client performance, we seek out the "best of the best" to join us in our work supporting clients' top priorities.

Markets we serve:

- Higher Education
- Prek-12
- Government
- Nonprofits
- Commercial Industries

PEOPLE



We believe in the power of connecting people and ideas which solve mission-critical, complex challenges to foster a trusted connection with our clients...for life.

PURPOSE



We are led by a transformative movement, fueled by people, innovation, and solutions designed to provide enduring opportunities for prosperity and well-being.

PERFORMANCE



We partner with clients to advance learning outcomes, reduce operational costs, recover revenue, improve workflows, and provide resilient and hardened technology networks and infrastructure.



Our Team

The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultant, Mike Jaillet. He will act as your project manager and primary point of contact for this project. All project managers are supported by our Recruitment Team Leader, as well as a recruitment coordinator and reference specialist. Depending on availability at the time a contract is awarded, MGT reserves the right to assign another project manager to ensure the recruitment is completed within an appropriate time frame. Staff biographies are attached as **Appendix A**.

Project Manager & Main Point of Contact



MIKE JAILLET

MGT Approved
Independent
Executive Recruiter
781.760.3658
MJaillet@mgt.us

Proposal Inquiries



CHARLENE STEVENS

Vice President,
Human Capital
Solutions
847.380.3240 x124
CStevens@mgt.us



MICHELE MORAWSKI

Client Services
Manager
224.415.3791
MMorawski@mgt.us

Why Choose MGT?

- ✓ **Unparalleled Expertise and Level of Service.** With executive recruitment experience in 44 states, and in communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as **Outstanding** – indicating a plan to use our services and/or highly recommend us in the future.
- ✓ **Delivering the Best.** We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.
- ✓ **A Partner from Start to Finish.** We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.
- ✓ **Services for Any Budget and Any Search.** We strive to meet the specific needs of our clients by offering several options for recruitment services to meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.

Success Stories

"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism.

I would highly recommend MGT and hope to do business with them again for our next study."





Project Approach & Methodology

A detailed plan specifically designed for you.

Project Understanding

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.



Success Stories

"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."

Proposed Work Plan

PHASE 1

POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups), surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- One-on-one or group interviews with stakeholders identified by the City.
- Community forums (in-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$195/hour plus actual expenses if

PROJECT APPROACH & METHODOLOGY

incurred). One organizational survey is included. A Community Survey can be conducted for \$2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for City review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2 ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

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.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - 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:
 - 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 provide the City with a list of advertising options for approval.

PHASE 3 CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- Candidates will be narrowed down to those that meet the qualification criteria.
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.

PROJECT APPROACH & METHODOLOGY

- Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
- References provided by the candidate are contacted.
- Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate.

PHASE 4 PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- The City will receive a log of all applicants and may review resumes if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

PHASE 5 INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- Develop the first and second round interview questions for City review and comment.
- Coordinate candidate travel and accommodations.
- Provide City with an electronic file that includes:
 - Candidates' credentials.
 - Set of questions with room for interviewers to make notes.
 - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- | | |
|--|---|
| ✓ Social Security Trace & Verification | ✓ County/Statewide Criminal |
| ✓ US Federal Criminal Search | ✓ Civil Search |
| ✓ Enhanced Verified National Criminal | ✓ Bankruptcy, Liens, and Judgements |
| – National Sex Offender Registry | ✓ Motor Vehicle Record |
| – Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol | ✓ Education Verification – All Degrees Earned |
| – Office of Foreign Assets Control (OFAC) Terrorist Database Search | Optional: Credit Report – Transunion with score (based on position and state laws) |
| – Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA) | Optional: |
| – All felonies and misdemeanors reported to the National Database | – Professional License Verification |
| | – Drug Screen |
| | – Employment Verification |

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of City facilities.
- Interviews with senior staff.

PHASE 6 APPOINTMENT OF CANDIDATE

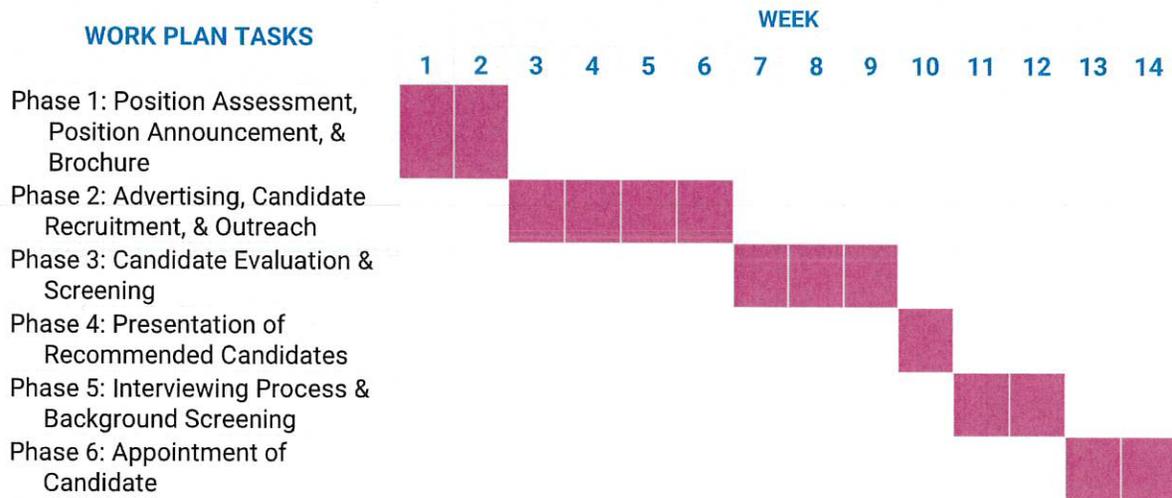
Activities

- MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule



Commitment to Diversity, Equity, & Inclusion in Recruitments

MGT is a leader in diversity, equity, and inclusion (DEI) consulting services, strategic planning, and organization transformation. MGT’s experience working in diverse communities across the United States and working with organizations seeking to change organization culture is critical to the success of all our projects. We have a track record of building awareness, solutions, and direction for systemic change by generating transformative ideas and solutions, information, and practices into operational strategies, which help us stand out in all our projects.

MGT is also one of the original and premier disparity research firms in the country. Disparity studies were the first instance of bringing principles of diversity, equity, and inclusion into the public sector, through the procurement process, and since 1990, **MGT has conducted more than 230 public sector disparity studies**. These studies are designed to improve procurement departments, promote and advance equity, and improve economic outcomes for diverse communities that have been historically marginalized by analyzing policies, practices, and programs to increase the utilization of minority- and women-owned businesses. Clients that have conducted a disparity study are in the unique position to increase and improve systematic equity through procurement and contracting, which can ultimately promote economic empowerment by creating strong business and employment pipelines in communities of color.

MGT also has a long-standing commitment to DEI. Since the firm’s inception they have supported, with their time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government, and CivicPride. Our Team Members have moderated and spoken on DEI topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training, and we are frequent

PROJECT APPROACH & METHODOLOGY

speakers on incorporating equity and inclusion into all levels of local government. Additionally, we provide a list of DEI resources on the homepage of the website at mgt.us.

MGT has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, and in several recruitment and selection processes throughout the country including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

MGT's Recommendations to RECRUIT and Retain Top Talent

RESPONSIVE: ROLL OUT THE WELCOME MAT! Candidates may struggle with relocating for a new position as well as being concerned about the "fit" with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

ENCOURAGING: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider "up and coming" candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

COMPETITIVE: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

RESOURCEFUL: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully assess requirements such as Certified Public Accountant (CPA), Professional Engineer, and others that will limit your talent pool – consider using the word "ideally" or "preferably."

UNDERSTANDING: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

INNOVATIVE: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

TRANSPARENT: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.



Cost Proposal

*Defined by Impact. Driven by People.
Dedicated to the Community.*

We take pride in customizing our client’s needs – and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee (includes \$1,000 repeat client discount)	\$20,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	\$1,500
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*
TOTAL:	\$24,000**

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the City for reimbursement.*

Possible in-person meetings could include:

- Recruitment brochure interview process
- Presentation of recommended candidates
- Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$195/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

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

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond Phase I advertising is requested, the City will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the City.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.



Optional Services

The Nation's Recruitment Leader.

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their careers.

RECORDED ONE-WAY VIDEO INTERVIEW OF CANDIDATES

Candidates we recommend for your consideration can complete a one-way video interview with three to five questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview at a cost of \$100 per candidate.

LEADERSHIP/PERSONALITY TESTING

MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the City is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees can range between \$100 to \$500 per candidate.

360° EVALUATION

As a service to the City, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position at six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.



Appendix A. Consultant Biographies

The biographies of our proposed consultant and Recruitment Team Lead is provided on the following pages.



Michael A. Jaillet
MGT Approved Independent
Executive Recruiter



Michael A. Jaillet brings over 36 years of extensive experience in local government management and international development. Throughout his career, Michael has demonstrated a strong commitment to enhancing public service delivery, fostering economic development, and promoting ethical governance. As Town Administrator for Westwood, MA for 32 years, he successfully managed executive staff recruitment, facility management, affordable housing projects, and fiscal stability initiatives. His consulting experience spans across various municipalities in the Boston metropolitan area and includes significant contributions to affordable housing and senior living projects.

Since joining MGT in 2019, Michael has focused on recruiting city and town managers, administrators, and key department heads across several states. His international experience includes work as a Peace Corps Volunteer in Burkina Faso and various leadership roles with the International City/County Management Association. Michael's contributions to international development are highlighted by his involvement in economic development programs, fellowships, and presentations on citizen participation and ethics in countries such as Japan, Pakistan, South Africa, Sweden, Slovakia, Jamaica, and Mexico. He holds advanced degrees in Economics and Urban Affairs and Policy Analysis from Southern Illinois University and has taught graduate-level courses in administrative strategies and economics.

Areas of Expertise

- Local Government Management
- Strategic Planning
- Economic Development
- Affordable Housing Development
- Executive Staff Recruitment
- Facility Management and Maintenance
- Fiscal Stability and Budget Management
- Policy Analysis and Implementation

Education

- M.A., Economics, Southern Illinois University
- M.S., Urban Affairs and Policy Analysis, Southern Illinois University
- B.A., Political Science, Southeastern Massachusetts University

Professional Development & Speaking Engagements

- Administrative Strategies for Local Government, Suffolk University, Boston, MA (Instructor)
- Economics, Framingham State College, (Instructor)
- Economics, Blackburn College, Carlinville (Instructor)
- Economics, Southern Illinois University, Edwardsville, IL (Instructor/Analyst)

Memberships & Affiliations

International City/County Management Association
Massachusetts Municipal Management Association
Massachusetts Municipal Association

Professional Experience

Town of Westwood, Town Administrator, 1987-2019
Town of Bellingham, Town Administrator, 1985-1987
City of Boston Assessing Department, Manager and Consultant, 1983-1988



Charlene Stevens
Vice President



Charlene Stevens brings over 20 years of municipal management expertise to her role as Vice President at MGT. With a distinguished career that spans rural, suburban, and urban settings across Minnesota, Kansas, and Pennsylvania, Charlene has led more than 80 executive recruitments nationwide. Her experience includes significant roles in civic engagement, community visioning, workforce development, and downtown revitalization. Charlene is known for her professionalism and commitment to public service. She has held numerous leadership positions throughout her career and across the country. A dedicated mentor and advocate for inclusive environments, she excels in stakeholder engagement and has successfully managed projects involving park expansions, greenspace preservation, and workforce training initiatives.

Charlene leads MGT’s Recruitment Services and directly conducts recruitments and general consulting services. She is a frequent speaker at state and national conferences.

Areas of Expertise

- Executive Recruitment
- Strategic Planning
- Civic Engagement
- Community Visioning
- Community Engagement
- Staff Mentoring Programs
- Stakeholder Engagement
- Park Expansions and Greenspace Preservation
- Workforce Training Initiatives
- Municipal Management

Education

- Master of Public Administration, University of Kansas
- Bachelor of Arts, International Relations, Pomona College

Training & Instruction

- Instructor, International City and County Management Association (ICMA), Emerging Leaders Development Program and Mid-Career Institute
- Presenter and Speaker for ICMA, MCMA, and State Association and Affiliate Groups

Memberships & Affiliations

International City/County Manager Association (ICMA), Current Member, Past Regional Vice President, Past Committee and Task Force Chair

Minnesota City/County Managers Association (MCMA), Current Member

League of Minnesota Cities, Past Board Member

Coalition of Greater Minnesota Cities, Past Board Member

Women in Public Service Wichita/Sedgwick County, Kansas, Founding Member

Professional Experience

Cottage Grove, MN, City Administrator, 2015-2018

Willmar, MN, City Administrator, 2011-2015

Sedgwick County, KS, Assistant County Manager, 2006-2011

Lower Gwynedd, PA, Assistant Township Manager, 1999-2006

Buckingham, PA, Assistant Township Manager, 1997-1999

City of Wichita, KS, Neighborhood Assistant, 1995-1996



Appendix B. Client List

A list of the clients we have had the pleasure of partnering with that complements the City's recruitment request is provided on the following page.



City Management Client List 2019 to Present

State	Client	Position Title	Year	Population
Alaska	Bethel	City Manager	2019	6,500
	Bethel	City Manager	2024	6,500
	Homer	City Manager (Professional Outreach)	2019	5,300
	Homer	City Manager (Professional Outreach)	2024	5,300
	Seward	City Manager	2019	2,693
Arizona	Buckeye	City Manager	2021	69,744
	Kingman	City Manager	2023	34,669
California	Antioch	City Manager	2024	115,264
Colorado	Englewood	City Manager	2019	34,957
	Loveland	City Manager	2024	82,460
Connecticut	Bloomfield	Town Manager	2024	21,301
	East Hampton	Town Manager	2019	13,000
	Enfield	Town Manager	2022	45,246
	Granby	Town Manager	2023	11,375
	Manchester	General Manager	2021	59,710
	Simsbury	Town Manager	2023	25,517
	Florida	Apopka	City Administrator	2024
	Deerfield Beach	Assistant City Manager	2022	80,000
	Fort Lauderdale	City Manager	2024	184,255
	Gainesville	Assistant City Manager	2021	133,997
	Lakeland	City Manager	2020	110,000
	Miami Beach	City Manager	2024	88,000
	Ponce Inlet	Town Manager	2022	3,411
Georgia	Albany	City Manager	2021	77,434
Illinois	Centralia	City Manager	2020	13,000
	Crest Hill	City Administrator	2021	21,169
	Decatur	Deputy City Manager	2019	76,178
	Evanston	Deputy City Manager (2)	2024	75,000
	Farmer City	City Manager	2024	1,828
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2021	10,550
	Galesburg	City Manager	2022	33,706
	Galesburg	City Manager	2023	33,706
	Geneseo	City Administrator (Virtual)	2019	6,500
	Greenville	City Manager	2021	7,000
	Hanover Park	Deputy Village Manager	2024	38,510
	Homewood	Assistant Village Manager (Virtual)	2021	19,464
	Kenilworth	Village Manager	2024	2,562
	La Grange	Village Manager	2022	15,610
	La Grange Park	Assistant Village Manager	2020	13,579
	Lake Barrington	Village Administrator	2022	4,879
	Lake Bluff	Assistant to the Village Administrator	2023	5,698

	Lake Forest	Assistant City Manager (Professional Outreach)	2022	19,375
	Lake Villa	Assistant to the Village Administrator	2023	8,774
	Lisle Township	Township Administrator (Virtual)	2024	119,040
	Long Grove	Village Manager	2023	8,153
	Maryville	Village Administrator	2024	8,316
	McHenry	City Administrator	2023	27,135
	Morton Grove	Village Administrator	2024	23,500
	Mundelein	Village Administrator	2020	31,385
	Niles	Village Manager	2021	30,001
	North Chicago	Chief of Staff	2021	30,020
	Northbrook	Village Manager	2021	35,000
	Northfield	Village Manager	2023	5,400
	Oak Brook	Village Manager	2021	8,058
	Oak Park	Assistant Village Manager/Human Resources Director	2019	52,000
	Oak Park	Village Manager	2021	52,000
	Oak Park Township	Township Manager	2023	51,774
	Orland Park	Village Manager	2019	60,000
	Palos Heights	City Administrator (Virtual)	2021	12,480
	Peoria	Assistant City Manager	2021	115,234
	Pingree Grove	Village Manager	2020	10,000
	Pingree Grove	Village Manager	2023	10,000
	Plainfield	Village Administrator	2021	41,734
	Princeton	City Manager	2019	7,700
	River Forest	Village Administrator	2021	11,635
	Rock Island	City Manager	2021	39,684
	Savoy	Village Administrator (Virtual)	2020	8,607
	Schaumburg Township	Township Administrator (Virtual)	2021	140,000
	Sycamore	City Manager (Professional Outreach)	2021	18,557
	Vernon Hills	Village Manager	2021	25,911
	Villa Park	Assistant Village Manager (Virtual)	2021	22,038
	Villa Park	Village Manager	2022	22,038
	Washington	City Administrator	2021	15,700
	Wauconda	Village Administrator	2021	14,125
	West Chicago	Assistant City Administrator	2022	27,221
	West Dundee	Assistant Village Manager/Administrative Services Director (Virtual)	2024	8,000
	Willowbrook	Village Administrator	2019	8,967
	Winnetka	Assistant Village Manager	2019	12,417
Indiana	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Ames	Assistant City Manager (Limited)	2023	66,498
	Indianola	City Manager	2022	15,833
	Knoxville	City Manager	2021	7,300
	Marion	Deputy City Manager	2022	30,000
	Marshalltown	City Administrator	2024	27,338
	Muscatine	City Administrator	2020	23,819
	Urbandale	City Manager	2024	45,580
	Windsor Heights	City Administrator	2023	4,860

Kentucky	Windsor Heights	City Administrator	2019	4,860
	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846
Maine	Bangor	City Manager	2021	33,039
Maryland	Sykesville	Town Manager	2019	3,941
	Takoma Park	City Manager	2023	17,629
	Westminster	City Administrator	2021	18,522
Massachusetts	Brookline	Assistant Town Administrator - Finance (Virtual)	2022	58,732
	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2021	8,400
Michigan	Adrian	City Administrator	2020	20,676
	Berkley	City Manager	2024	14,970
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Eastpointe	City Manager	2019	32,673
	Ferndale	City Manager	2019	20,428
	Laketown	Township Manager	2024	6,192
	Lincoln Park	City Manager	2019	36,665
	Rochester	City Manager	2022	13,017
	Royal Oak	City Manager	2020	59,112
	St. Clair Shores	Assistant City Manager (Professional Outreach)	2021	59,984
	Troy	Assistant City Manager	2019	83,181
	Troy	City Manager	2024	83,181
	Minnesota	Becker	City Administrator	2021
Blaine		Director of Administrative Services	2024	67,939
Buffalo		Assistant City Administrator	2021	15,855
Edina		Assistant City Manager (Limited)	2023	53,318
Fairmont		City Administrator	2024	10,477
Golden Valley		City Manager	2024	22,715
Hibbing		City Administrator	2021	15,855
Lindström		City Administrator	2023	4,888
Minnnetonka		City Manager	2022	53,953
Scandia		City Administrator	2023	4,149
St. Joseph		City Administrator	2022	7,342
St. Louis Park		City Manager	2021	48,662
Waconia		City Administrator	2021	13,500
Missouri		Ballwin	City Administrator	2020
	Cape Girardeau	City Manager	2020	38,000
	Jackson	City Administrator	2024	15,702
	Ozark	City Administrator	2024	21,284
	University City	Assistant City Manager	2020	35,172
	University City	Assistant to the City Manager/Director of Human Resources	2020	35,172
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
	Wildwood	City Manager	2019	35,524
	Nebraska	Nebraska City	City Administrator	2022

Nevada	Boulder City	City Manager	2021	16,207
New Hampshire	Portsmouth	City Manager	2019	21,796
New York	Long Beach	Deputy City Manager (Virtual)	2022	33,275
	Mamaroneck (Town)	Town Administrator	2021	29,156
North Carolina	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837
	Albemarle	City Manager	2024	16,404
North Dakota	Ayden	Town Manager	2023	5,000
	Fayetteville	Assistant City Manager	2022	210,000
	Minot	Assistant City Manager	2023	45,700
Pennsylvania	Minot	City Manager	2020	45,700
	Ferguson Township	Township Manager	2022	18,300
Tennessee	Patton Township	Township Manager	2022	15,801
	Oak Ridge	City Manager	2023	31,402
Texas	Austin	Assistant City Manager	2021	885,000
	McKinney	Assistant City Manager	2019	191,645
	Missouri City	Assistant City Manager	2019	74,139
	Missouri City	City Manager	2022	74,139
Vermont	Winooski	City Manager	2022	7,997
Virginia	Chesapeake	City Manager	2019	245,000
	Hampton	Assistant City Manager	2024	137,436
	Newport News	City Manager	2023	181,958
	Portsmouth	City Manager	2020	96,000
	Salem	City Manager	2019	25,643
	Virginia Beach	City Manager	2019	442,707
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (Professional Outreach)	2021	8,090
West Virginia	Yakima	Assistant City Manager	2021	97,000
	Bridgeport	City Manager	2019	8,582
Wisconsin	Bridgeport	City Manager	2021	8,582
	Baraboo	City Administrator	2019	12,048
	Bayside	Assistant Village Manager	2019	4,400
	Beaver Dam	City Administrator	2021	16,291
	Beloit (Town)	Town Administrator	2020	7,083
	Franklin	Director of Administration	2019	36,155
	Harrison	Village Manager	2021	13,185
	Lake Geneva	City Administrator	2024	7,710
	Monroe	City Administrator	2020	10,827
	Oak Creek	Assistant City Administrator/Comptroller	2020	35,243
	Oshkosh	City Manager	2024	66,700
Wisconsin	Plymouth	City Administrator/Utilities Manager	2020	8,540
	Port Washington	Assistant City Administrator/Human Resources Director	2022	11,250
	Sheboygan	City Administrator	2023	48,327
	Waukesha	City Administrator	2023	71,158
	Whitewater	City Manager	2022	14,300

INTERNAL/ORGANIZATIONAL CHALLENGES & OPPORTUNITIES

- Short Term – within the first year:

- Longer Term – two to five years:

EXTERNAL/COMMUNITY ISSUES CHALLENGES & OPPORTUNITIES

- Short Term – within the first year:

- Longer Term – two to five years:



Office of the Marijuana Commissioner

November 20, 2024

Commissioner Rob Coupe



CITY COUNCIL

Agenda

- Introduction
- Timeline for Implementation and License Types
- Application & Licensing Process
- The Industry
- Considerations – Towns, Cities and the Gray Market
- Role of the Regulator
- A few more things



Background of Marijuana

2800 BC: Emperor Shen Nung in China used cannabis for medicinal purposes



Marihuana Tax Act of 1937
Federal Bureau of Narcotics, Commissioner Harry Anslinger

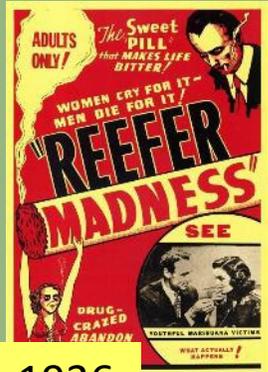
Delaware Medical Marijuana Enabling Legislation SB-17 in 2011

In **2012** Colorado and Washington became the first states to legalize recreational marijuana through ballot initiatives

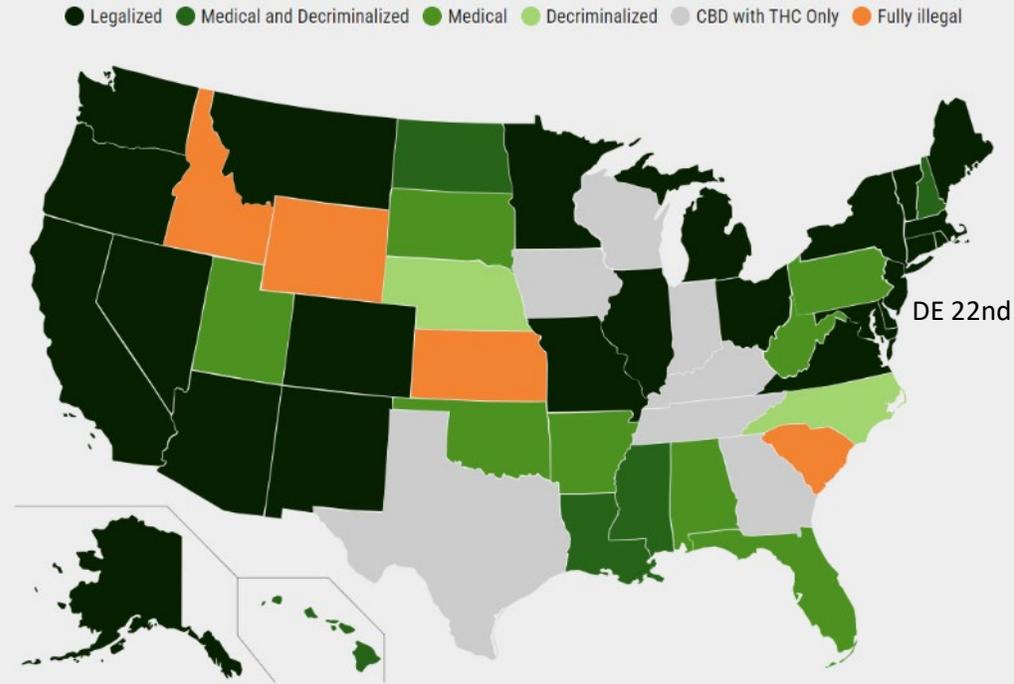
December 18, 2015, Delaware HB39 Decriminalized Simple Possession to a Civil fine

April 23, 2023, HB 1 Becomes law without the Governor's signature legalizes personal use quantity of Marijuana.

April 27, 2023, HB 2 Becomes law without the Governor's signature takes effect August 1, 2024. Marijuana Control Act creates the OMC



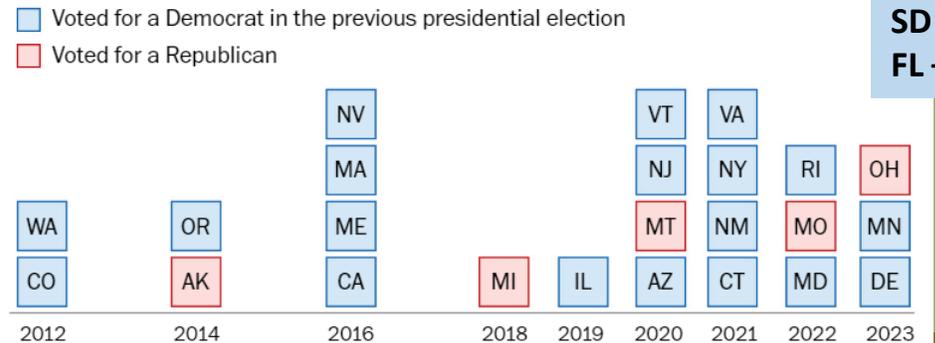
Today
24 States



Disa.com Marijuana Legality by State updated 5/13/2024

Timeline of state legalization

Recreational marijuana legalization has traditionally been a blue-state initiative. However, several Republican states have recently voted to legalize.



2024?
ND - No
SD - No
FL - No

Washington Post 11.8.2023



Which one to smoke?



Overview Delaware Marijuana Control Act (HB2 and HB334)

Main Concepts

Effective Date 08/01/2023

Created OMC

Authorized to issue 125 business licenses

Directed OMC to establish Rules & Regulations (R&Rs)

Empowered DATE to enforce R&Rs

Established 15% sale tax

Created implementation timeline

Title 4 Chapter 13

Committee & Commission

The Delaware Marijuana Control Act
Oversight Committee – 15 members

Appeals Commission – 3 members

State Agency Positions (34)

OMC 5 positions

DATE 14 positions

Div. of Revenue 7 positions

Dept of Agriculture 2 positions

Div. Public Health 6 positions – HSP (Health Systems Protection)

Office of Marijuana Manufacturing And Consumables (OMMAC)

(All positions listed in HB195 FY24 Budget)

House Bill 1 (HB-1)

- Now legal for adults, 21 or over, to possess, use, purchase and transport Marijuana
- "personal use quantity" up to one ounce leaf marijuana, 12 grams of concentrated cannabis, or cannabis products containing 750 mgs of Delta 9 THC
- Not legal to consume in public or in a moving vehicle
- Cannot sell, grow, or manufacture unless state licensed business
- Title 16 Chapter 47



Funds related to the Marijuana Control Act

Established 15% sale tax

Marijuana Regulation Fund

The Office of the State Treasurer shall administer the fund §1381(a)

Justice Reinvestment Fund

7% of monthly total tax revenue collected will be allocated to the Justice Reinvestment Fund

The **Criminal Justice Council (CJC)** will administer grants, contracts, services or initiatives §1387(b)

Marijuana Social Equity Business Development Fund

Created in the Bond Bill Sect.101 and included \$2.0 million in funding from the bond bill. These funds will support the Social Equity Program grant initiative.



Timeline for Implementation



Final
July Sept.11,
2024

- Adopt regulations for licensing adult use recreational marijuana businesses



December 1,
2024

- Shall begin to issue 30 Manufacturing Facility Conditional Licenses



Opened
August 19th
September 1,
2024

- May begin accepting license applications

Closed
September 30th

1/2



March 1,
2025

- Shall begin to issue 30 Retail Store Conditional Licenses



Lottery October 24, 2024



March 1,
2025

- Shall begin to issue 5 Testing Facility Conditional Licenses



November 1,
2024

- Shall begin to issue 60 Cultivation Facility Conditional Licenses



Title 4 § 1343. Licensing Process



License Types - Total New Licenses – 125

Cultivation - 60

Open Cultivation License: 20

Social Equity Cultivation (≥ 2500 ft²): 10

Microbusiness Cultivation: 20

Social Equity Micro Cultivation (≤ 2500 ft²): 10

Retail - 30

Open Retail License: 15

Social Equity Retail License: 15

Manufacturing - 30

Open Manufacturing: 10

Social Equity Manufacturing: 10

Microbusiness Manufacturing: 10

Testing Lab - 5

Open Testing Lab: 3

Social Equity Testing Lab: 2



includes 47 Social Equity Licenses



License Types Available per County

LT= License Type	LT-1 Open Cultivation	LT-2 Social Equity Cultivation	LT-3 Micro Cultivation	LT-4 Open Manufacturer	LT-5 Social Equity Manufacturer	LT-6 Micro Manufacturer	LT-7 Open Retailer	LT-8 Social Equity Retailer	LT-9 Open Testing Lab	LT-10 Social Equity Testing Lab	LT-11 Social Equity Micro Cultivation	TOTALS
Number of Licenses	20	10	20	10	10	10	15	15	3	2	10	125
New Castle County	9	5	9	5	5	5	7	7	1	1	5	59
Kent County	4	2	4	2	2	2	3	3	1	0	2	25
Sussex County	7	3	7	3	3	3	5	5	1	1	3	41



Application & License Costs:

- Non-refundable Application fee is **\$5,000**
- Discount: **Social Equity** application fee is **\$1,000** (§1337)
- Discount: **Microbusiness** application fee **\$3,000** (§1341)

- OMC license fee is **\$10,000** for two-year license (adjusted costs for Cultivation license based on plant grow canopy size cost \$2,500, \$7,500, or \$10,000)
- **Social Equity** and **Microbusiness** licenses are discounted to 40% of regular license and cost **\$4,000** for two-year license.
- Sunday Sales require a **\$500** biennial license fee §1309 (b)(3).
- (**Note:** T4 §1309(b) May not sell or deliver on Thanksgiving, Easter or Christmas)



Licensing Process



○ Step 1: The License Application Process – Minimum Qualifications

- Applicants only commit to a County of operation and do not submit the intended physical location of their business at this time.



○ Step 2: The Lottery Drawing – Selection Process

- Selected Applicants are chosen in each category of license and County of operation. Live broadcast on Facebook Live (Conducted Lottery #1 on 10/24/2024)



○ Step 3: The Selected Applicants Notification



○ Step 4: The Conditional License –Supplemental Application & Background

○ Step 5: The Active License

The Conversion License

Conversion License (HB408)

Cultivation - \$200, 000

Manufacturing - \$100,000

Retail- \$100,000

Lab Testing - \$100,000

Pathway for current Medical Marijuana Providers to enter the Adult Use Market and continue to serve Patients in the Medical Marijuana Program

Up to 32 Conversion Licenses could be issued raising \$4.2 million in funding for the **Marijuana Social Equity Business Development Fund**



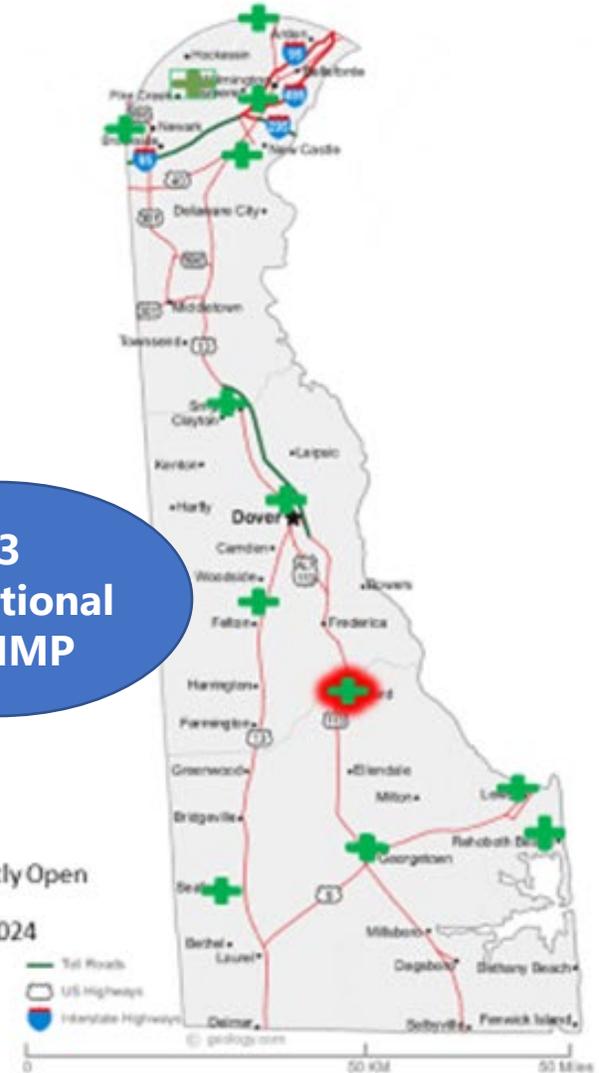
Medical Marijuana Program (MMP)

Current Medical Marijuana Retail Locations

• Best Buds	516 Jefferic Blvd	Dover, DE 19901
• Best Buds	23 Georgetown Plaza	Georgetown, DE 19947
• Columbia Care	5608 Concord Pike	Wilmington, DE 19803
• Columbia Care	200 S. Dupont Hwy	Smyrna, DE 19977
• Columbia Care	36725 Bayside Outlet	Rehoboth Beach, DE 19971
• First State Compassion	37 Germay Dr	Wilmington, DE 19804
• First State Compassion	12000 Old Vine Blvd	Lewes, DE 19958
• Fresh Delaware	800 Ogletown RD	Newark, DE 19911
• Fresh Delaware	22982 Sussex Hwy	Seaford, DE 19973
• Fresh Delaware	Milford Shopping Center	Milford, DE 19964
• The Farm	105 Irish Hills Rd	Felton, DE 19943
• The Farm	240 S. DuPont Hwy	New Castle, DE 19720
• Field Supply	4555 Kirkwood Hwy	Wilmington, DE 19808

13
Operational
in MMP

 Currently Open
 Open 2024



6- Licensed Operators in MMP combine for 13 operational retail locations



Focus on Milford

- **MMP Licenses Approved for OMC Conversion License**

- **Columbia Care - Cultivation and Manufacturing**
- **First State Compassion Center - Cultivation**
- **Fresh Delaware – Dispensary/Retail** 655 N Dupont Blvd

- **Registered Patients Medical Marijuana Program (MMP) in the area**

Zip Code	# of Patients
19946	85
19954	33
19960	128
19962	285
19963	408
Total	939

§ 1335A Conversion licenses

(b) If an existing registered compassion center or marijuana testing facility seeking a conversion license is located in a jurisdiction that prohibits the operation of an open license under this title, the registered compassion center or marijuana testing facility may request an open license in a new location. If the conversion license would be granted under this section but for the jurisdictional prohibition on the operation of an open license, the Commissioner must grant the request so long as the new location meets the requirements set forth in this title for the open license.



What is the Economic Impact

- Office of Medical Marijuana program generated **≈\$49 Million** in Sales CY2022 and **≈ \$53.8 Million** in Sales in CY2023, CY2024 currently at **\$33.4 Million** in Sales
- Creation of Jobs **≈ 275 jobs** statewide in Oct 2024 down from 307 in July 2023 positions are located - 41% in NCC, 24% in KC, 35% in SC
- Improving blighted areas
- Serving citizens with disabilities – medical needs
- Reduction of the illegal market



Not in My Town

§ 1351 Local control - A municipality may prohibit the operation of ...

- Marijuana Use is Legal – it can be used in your jurisdiction
- Does the illegal market currently supply marijuana users?
- Improving Blighted Areas? Industrial areas?
- Medical Card Holders – how many are in your town or jurisdiction?
- Will persons with disabilities benefit from having a dispensary nearby?
- Would your town benefit from the employment opportunities?
- Opportunities for the construction trades and other businesses?



What's in My Town?

- Keep an eye on this developing “gray market”
- Hemp based THC infused products
- 2018 Farm Bill unintentionally created this market
- Unregulated after cultivation
- Intoxicating hemp products
- 0.3% THC limit dry weight
- delta 8 THC synthesized from CBD
- CBD + acid + heat = delta-8 THC
- Congress working on a new 5-year authorization...



Dangerous and Deceiving

Packaged to be attractive to children
10 times the potency allowable in DE



Displays the CA regulated product symbol



My City & The OMC

Title 4

§ 1351 Local control.

(a) **A municipality may prohibit** the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, or retail marijuana stores through the enactment of an ordinance or through an initiated or referred measure.

(b) **A municipality or county** may enact ordinances or regulations that are not in conflict with this chapter or in conflict with regulations enacted by the Commissioner, governing the time, place, manner, and number of marijuana establishment operations. **A municipality or county** may establish civil penalties for violation of an ordinance or regulations governing the time, place, and manner that a marijuana establishment may operate in such municipality or county.

(84 Del. Laws, c. 24, § 4.)



My City & The OMC

§ 1354 Grounds for refusal of license; transfer or extension of premises.

(a) The Commissioner **may not** grant a license under this chapter in any county or subdivision thereof, if granting a license is contrary to the law of any **municipality or county** adopted under § 1351 of this title.

(b) The Commissioner **may refuse** to license an applicant if the Commissioner has substantial evidence that would reasonably support a belief that any of the following apply:

(1) There are sufficient licensed premises in the **municipality or county**, or the granting of a license in the **municipality or county** stated in the application is not otherwise demanded by public interest or convenience.

(d) The Commissioner **may refuse** to grant a license to sell marijuana, marijuana products, or marijuana accessories to any new establishment to be located **in the vicinity of a church, school, college or substance abuse treatment facility** as defined under § 2203 of Title 16...

(e) The Commissioner **shall refuse** to grant a license for the sale of marijuana, marijuana products, or marijuana accessories **when there is an existing licensed establishment of the same type within 1200 feet by accessible public road or street in any incorporated city or town, or within 1 mile by accessible public road or street in any unincorporated or rural area. ...**



My City & The OMC

§ 1354 Grounds for refusal of license (cont'd)

(g) The Commissioner may not grant a new license of any type and may not grant an extension of premises of an existing license of any type unless the application for said new license or for said extension is accompanied by a certificate of compliance from the appropriate political subdivision showing all of the following:

(1) That the premises where the license is to be used are properly zoned for the applicant's intended use.

(2) That all necessary permits have been approved.

(3) That the applicant has complied with all other applicable licensing requirements of the appropriate political subdivision.

(h) Subsection (g) of this section does not apply to any application for a temporary extension of premises as authorized by Commissioner rule if such application has not been objected to by the appropriate political subdivision and the political subdivision was provided with notice of the application by the applicant within 7 days of the date the application is filed with the Commissioner.



My City & The OMC

§ 1346 Active license.

(a) The Commissioner shall grant an active license to a conditional licensee who does all of the following:

- (1) Pays any fees or costs associated with obtaining a background check.
- (2) Provides financial and ownership documentation for review and approval.
- (3) Submits an attestation signed by a bona fide labor organization stating that the licensee has entered into a labor peace agreement with such bona fide labor organization.
- (4) **Is in compliance with all local laws including local zoning, fire codes and building codes.**
- (5) Submits any additional information or documentation required by the Commissioner.

(b) The Commissioner may refuse to grant an active license to a conditional licensee if the requirements of subsection (a) of this section are not met.

(84 Del. Laws, c. 301, § 13.)



Role of the Regulators

OMC 5 positions + 10 positions Medical Marijuana Program

DATE 14 positions

Div. of Revenue 7 positions

Dept of Agriculture 2 positions

Div. Public Health 6 positions – HSP (Health Systems Protection)

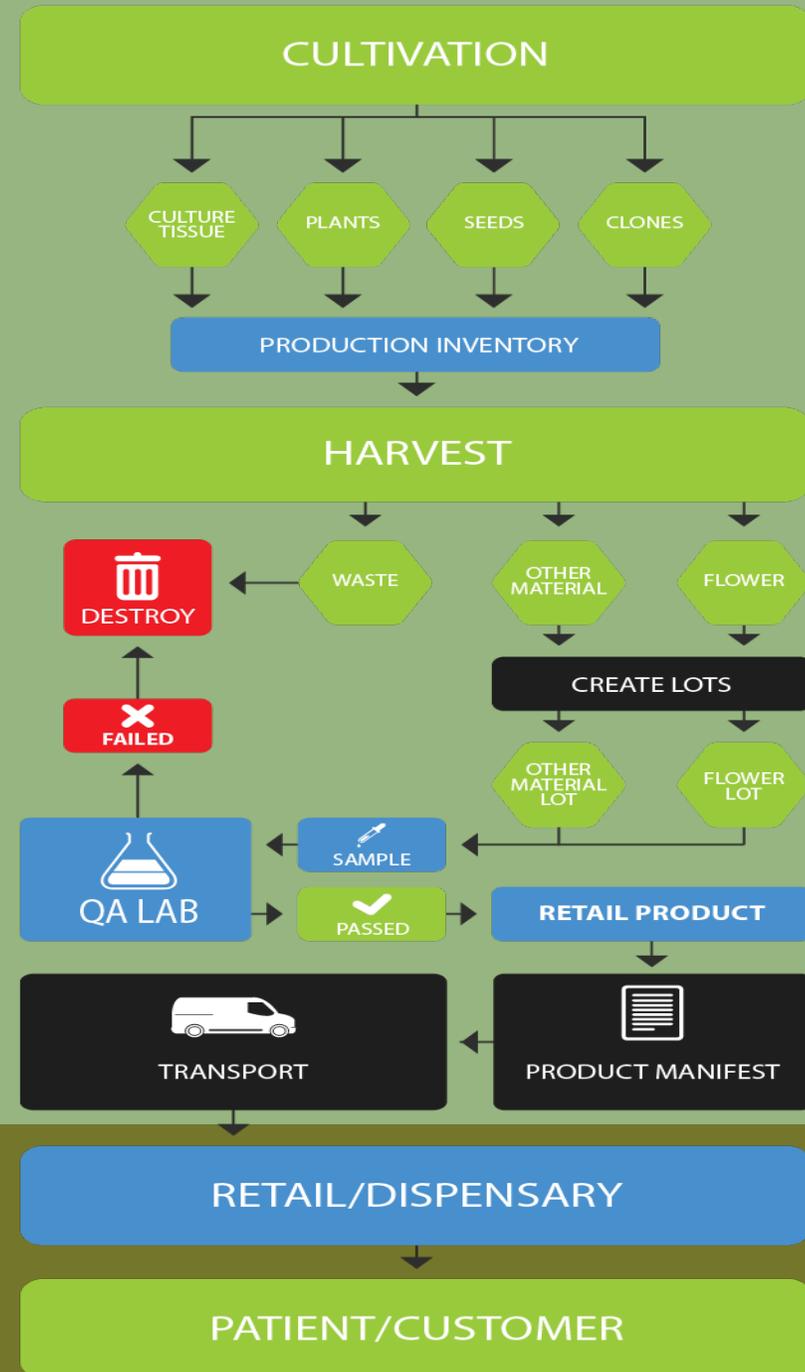
Office of Marijuana Manufacturing And Consumables (OMMAC)



What is Traceability? Seed to Sale



Tracks each plant throughout life-cycle, manufacturing process, including point of sale – customer



NCS Transparency Project

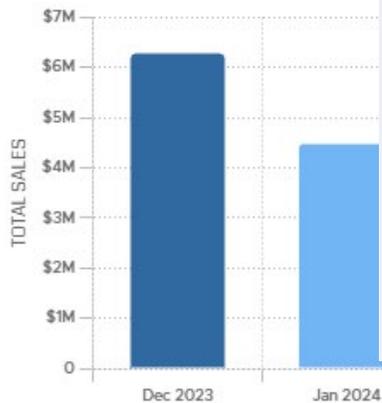
Data Analytics Program

Uses predictive estimate technology looking for data anomalies and violations

Investigative tool giving regulators a starting point to look for diversion or inversion, also tracks revenue

Total Reported Sales Analysis

Total Reported Sales combine all reported sales transactions as well as wholesale purchases



Total Reported Sales Analyzed

Total Reported Sales combine all reported sales, including retail sales transactions as well as wholesale purchases if provided.



Recently Planted

The figure below reflects the current month.

563

TOTAL PLANTED
AS OF 09-04-2024

5,068

TOTAL PLANTED
AUGUST 2024

Live Plants

Includes all plants currently growing regardless of when they were planted.



14,558

TOTAL LIVE
AS OF 09-04-2024

7,348

LIVE FLOWERING PLANTS
AS OF 09-04-2024

7,210

LIVE NON-FLOWERING PLANTS
AS OF 09-04-2024

Harvests

AUGUST 2024

57

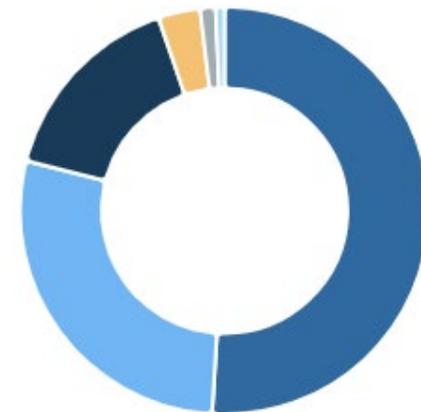
HARVEST COUNT
STARTED IN AUGUST

5,874 LBS

TOTAL INITIAL WET WEIGHT OF
HARVESTS

Top Product Category Retail Sales

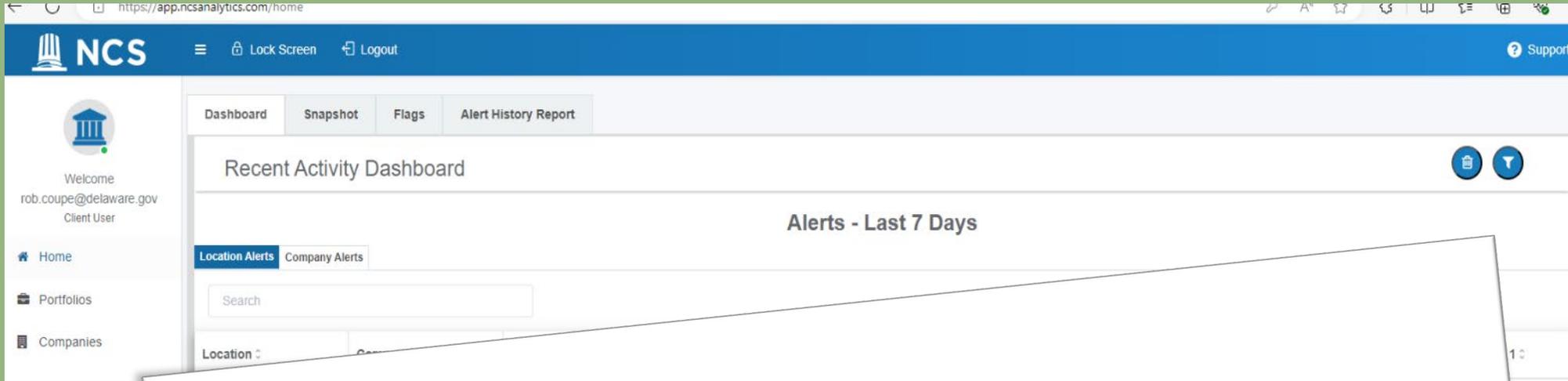
SEPTEMBER 2024



- 51% Usable Marijuana
- 28% Marijuana Extract for Inhalation
- 15.8% Solid Marijuana Infused Edible
- 3.3% Liquid Marijuana Infused Edible
- 1.2% Marijuana Mix Infused
- 0.7% Other

NCS - Regulator's Access

Flags unusual activity



Wet Weight Per Plant: Lower Than Anticipated

Description: The harvest yielded an abnormally low amount of wet product for the number of plants harvested.
Count: 1 Tier: 5 Flagging Date: 09/10/2024 Month Occurred: Sep 2024 Data Source: SEED TO SALE

Note:

Note Created	Note
No data to display	

Questions:

- Can you provide information about the strains you harvested? Is there anything specific or unique about this strain?
- Please provide details about your grow setup. (ask about light source, size, layout, etc)
- What is the intended end product of this strain?



Health & Safety

- OMC is partnering with Stakeholders to develop communications strategies and initiatives that will address safety concerns
 - Delaware Pharmacists Society (Rx interactions)
 - The Office of the Child Advocate
 - Child Protection Accountability Commission (Training Committee)
 - The Addiction Action Committee
 - The Office of Highway Safety
 - Grass Roots Organizations addressing Substance Use Disorder Related Concerns



Examples of OMC's ability to share in communication strategies and initiatives that will address safety concerns

Health & Safety



Marijuana & Motherhood:
Are your choices impacting pregnancy?

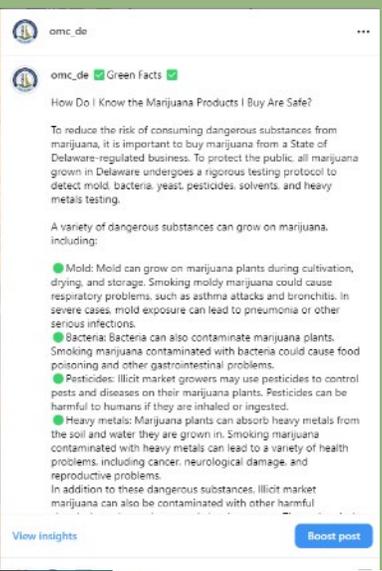


KEEP IT PRIVATE, KEEP IT CHILL
LET'S KEEP THE PUBLIC SPACE A SMOKE-FREE THRILL

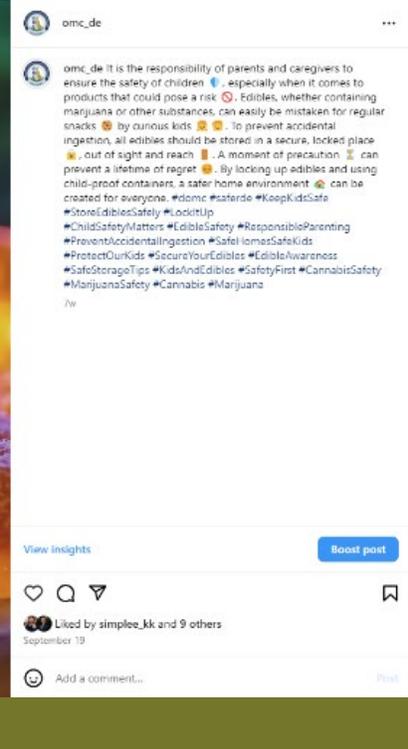
omc.delaware.gov



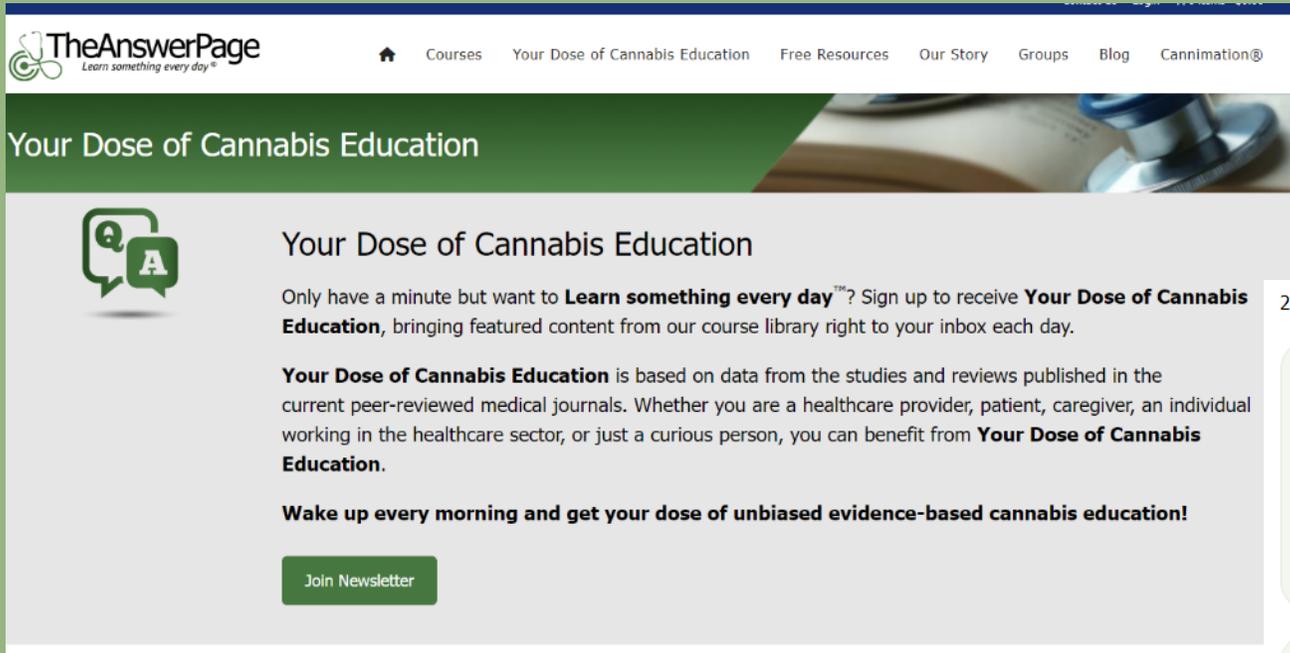
Did You Know?



Keep Edibles Out Of Reach & Out Of Sight!
Lock It Up For Their Safety.



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2024-11-01

Does the consumption of cannabinoid-based products impact pregnancy outcome?



Yes. "With multivariate analysis and controlling for potential confounders including other drug and alcohol use, cannabis use in pregnancy was associated with low birth weight, preterm labor, small for gestational age, and admission to the neonatal intensive care unit. Another study on the impact of cannabis on pregnancy outcomes in those undergoing assisted reproductive technology showed that female cannabis users had a higher risk of pregnancy loss."

Meah F, Lundholm M, Emanuele N, Amjed H, Poku C, Agrawal L, Emanuele MA. The effects of cannabis and cannabinoids on the endocrine system. *Rev Endocr Metab Disord*. 2022 Jun;23(3):401-420. doi: 10.1007/s11154-021-09682-w. Epub 2021 Aug 30. PMID: 34460075.



Health & Safety

- **Alcohol** is a toxic, psychoactive, and dependence-producing substance and has been classified as a Group 1 carcinogen by the International Agency for Research on Cancer decades ago – this is the highest risk group, which also includes asbestos, radiation and tobacco.
- **Alcohol** causes at least seven types of cancer, including the most common cancer types, such as bowel cancer and female breast cancer.



No level of alcohol consumption is safe for our health

World Health Organization January 4, 2024

Budget Projections

Application Fees Revenue starting in FY25 2nd Quarter
125 licenses estimating 2 applicants per license potential **\$ 754,000**



Raised over **\$4 Million** in Revenue for the State – 1,269 paid applications

License Fees Revenue starting in FY25 2nd and 3rd Quarters
125 licenses potential total if all licenses issued **\$ 758,000**

Conversion Fees Revenue starting in FY25 1st and 2nd Quarters (HB408)
32 converted licenses if all existing OMM licenses are converted could generate **\$4.2 Million**



On track to raise **\$4 Million** in Revenue for the State through seven existing Medical Marijuana Program businesses

Projection – Sales and Tax Revenue starting in FY25 4th Quarter and first full year will be FY26
Current Medical Marijuana Program – 17,000 patients spend average of \$3, 303 per year on marijuana products
Projected adult use recreational market – 85,000 customers annual sales would be approximately **\$281 Million** in sales
Potential Tax Revenue of **\$42 M/year or \$3.5M/month**. (generated by 15% sales tax)

OR using current average monthly sales of medical marijuana at \$4.0 M/month multiplied by 4 for the increase in Adult Use Customers would be **\$16 M/month**, with potential tax revenues of **\$2.4 M/month** (generated by 15% sales tax)



If our estimates are correct that would mean the **Justice Reinvestment Fund** would receive between \$168,000 and \$245,000 per month, or **\$ 2.0 M to \$2.94 M per year**.

FY25 1st Qtr. – July, Aug, Sep
FY25 2nd Qtr. – Oct, Nov, Dec
FY25 3rd Qtr. – Jan, Feb, Mar
FY25 4th Qtr. – Apr, May, Jun

Other topics....

DTCC Marijuana Industry Training Program – Workforce Development January 2025

Testing Project with DSP of the products from the illegal market to compare to the standards in the regulated market

OMC FAQs page at our website omc.delaware.gov

- How do I know the marijuana products I buy are safe?
 - To reduce the risk of consuming dangerous substances from marijuana, it is important to buy marijuana from a State of Delaware regulated business. To protect the public, all marijuana grown in Delaware undergoes a rigorous testing protocol to detect mold, bacteria, yeast, pesticides, solvents, and heavy metals testing.
- **DATA & METRICS-** what data points should be studied by the State?
 - Employment impact?
 - Crime and Drug Use?
 - Economic Impact?
 - Highway Safety?
 - Health and Safety? E.R. Visits?



Questions



Commissioner Rob Coupe
Deputy Commissioner Paul Hyland
Director of Operations Joe Schlimer
Keila Montalvo, Community Relations Officer
Taylor Shannon, Administrative Specialist II
Dawn Robinson, Social Equity Program



**THE OFFICE OF THE
MARIJUANA
COMMISSIONER**

CONTACT US

302-244-3662

OMC@DELAWARE.GOV



Website [OMC.Delaware.gov](https://www.OMC.Delaware.gov)
Also on **Facebook**, **Instagram** and **X**

Reference Slides Follow. If needed

§ 1387 Appropriation of revenue.

(b) The funds in the **Justice Reinvestment Fund** in each fiscal year shall be appropriated to the **Criminal Justice Council** to administer grants, contracts, services, or initiatives that focus on any of the following:

(1) Restorative justice, jail diversion, workforce development, industry-specific technical assistance or mentoring services for economically-disadvantaged persons in disproportionately-impacted areas.

(2) Addressing the underlying causes of crime, reducing drug-related arrests, and reducing the prison population in this State.

(3) Creating or developing technology to assist with the restoration of civil rights and expungement of criminal records.

(4) Supporting social equity applicants with select business-related expenses.

(5) Supporting or providing reentry services for justice involved individuals.

Any remainder in the Fund at the end of a fiscal year is not subject to reversion.



Marijuana Industry Business Challenges

- **26 U.S. Code § 280E** – Tax Code denies deductions and credits for business expenses when business is in connection with the illegal sale of drugs
- **Cash Business**
- **Banking Limitations** – SAFER Banking Act
- **Investors**
- **Insurance Coverage:** Crime, Cyber, Internal Thefts, Building, Transport, Liability
- **No pesticides permitted** – must use organic growing standards
- **Restrictions on advertising** including a prohibition on mass market campaigns that have a high likelihood of reaching minors [§1331(15)]
- **Zoning Restrictions** – can artificially increase property values for industry sites
- **Water Filtration & Plant Nutrient Systems** for indoor grows
- **Creating a new demand on electricity** – buildout from electrical provider



Marijuana Industry Business Challenges

- **Banking Challenges Cont'd.**
- Increased Banking Fees, Compliance Standards & Audits
- No credit card sales – Visa and Mastercard won't allow
- Only 200-250 banks working in the cannabis market
- Cash-in-Transit Services (CIT) secure movement of currency
- Compare Credit Card Charges 1.5 % - 3% to CIT charges and Banking fees
- Insurance Coverage for money transport – cash value threshold for transport
- Movements to the Federal Reserve can take several days
- Bank doesn't want a weed business as collateral - challenge to secure a loan



Sussex County Ordinance No.3016 & the 3-mile buffer

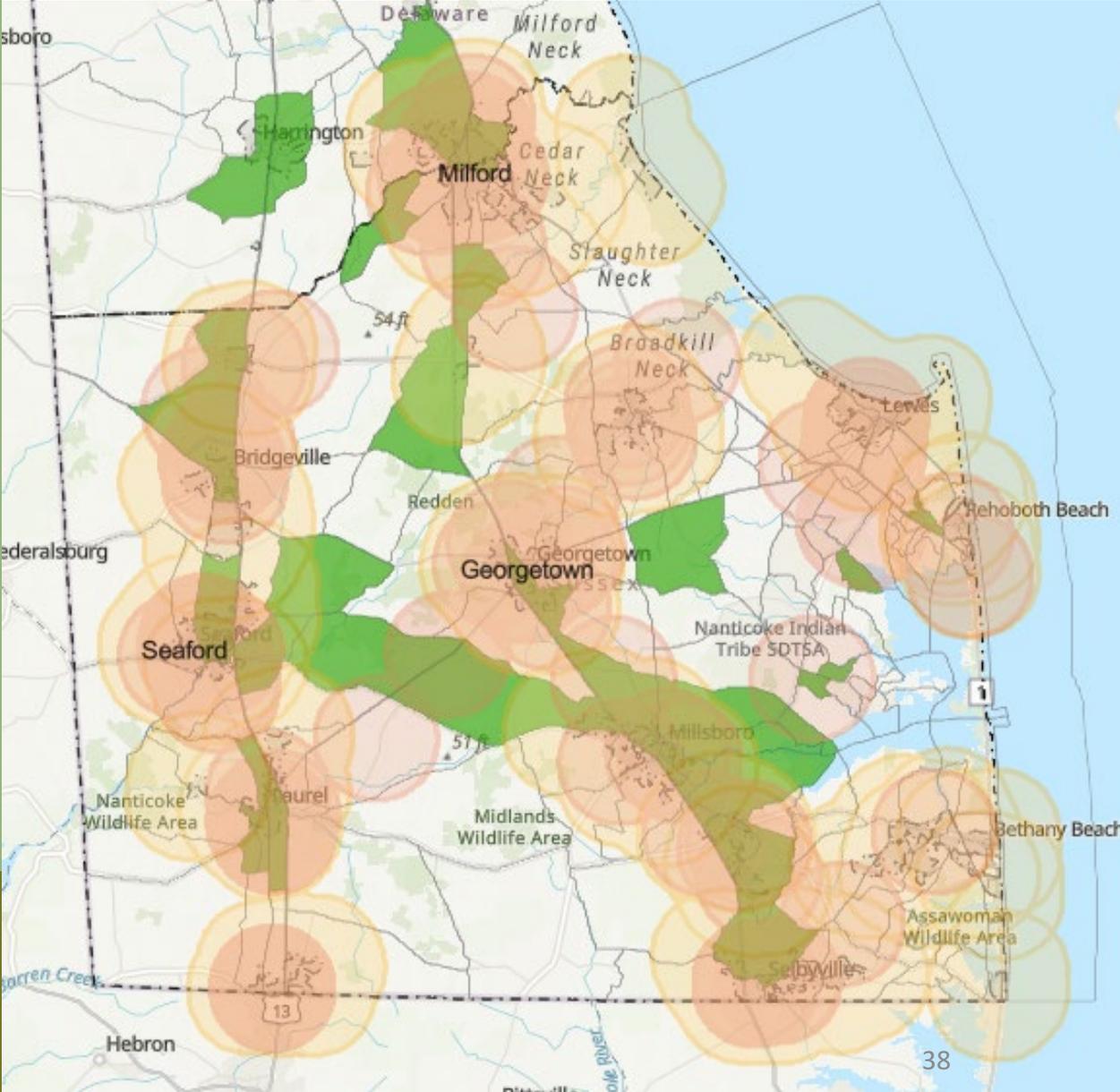
§ 115-194.6. Marijuana Establishments.

All Marijuana Establishments shall be subject to the following requirements:

- A. No Retail Marijuana Store shall be located within three miles of any municipal boundary.
- B. No Retail Marijuana Store shall be located within three miles of any other Retail Marijuana Store.
- C. No Retail Marijuana Store shall be located within three miles of any church, school, college, or substance abuse treatment facility as defined under §2203 of Title 16 of the Delaware Code.

Map does not include churches, or substance abuse treatment facilities

-  Schools are pink
-  Towns are beige



License Application Process – Closed Sept. 30th

OMC License Applications - Paid Only 10/22/2024 Update

Paid Application License Types	Total Applications	Licenses Available	New Castle County		Kent County		Sussex County	
			Apps.	Licenses Available	Apps.	Licenses Available	Apps.	Licenses Available
01-Open Cultivation	95	20	37	9	31	4	27	7
02-SE Cultivation	100	10	44	5	27	2	29	3
03-Micro Cultivation	25	20	6	6	9	6	10	8
04-Open Manufacturer	61	10	27	5	20	2	14	3
05-SE Manufacturer	92	10	43	5	23	2	26	3
06-Micro Manufacturer	20	10	9	5	8	2	3	3
07-Open Retailer	0	15	0	7	0	3	0	5
08-SE Retailer	315	15	120	7	96	3	99	5
09-Open Testing Lab	2	3	1	1	1	1	0	1
10-SE Testing Lab	2	2	1	1	0	0	1	1
11-SE Micro Cultivation	15	10	5	5	4	2	6	3
Total (Applications Submitted & Paid)	727	125	293	56	219	27	215	42

Results for Open Retail are not official until internal audit is completed and minimum qualifications review process is finalized. Open Retail Lottery will be held in December 2024. Over 500 applications received for the 15 Open Retail Licenses

Will require 21 Lottery Drawings 10/24/2024

Data from 10.22.2024



Legislative Action- Technical Fixes and New Legislation

HB 334 - Legislative Technical Fixes to HB2

License process – ~~competitive scoring~~

Application-Min Qual → Lottery → Selected Applicant → Conditional license → Active license

Social Equity and Micro Business Residency Requirements Challenged
Dormant Commerce Clause

HB408 Conversion License for existing OMM License Holders

HB425 Merging the Office of Medical Marijuana (OMM) into the OMC

HB285 makes modifications to current OMM program

HB355 provides reassurance to banking industry in working with state regulated marijuana industry



HB 334, 408 and 425 Signed by Governor 7/17/2024

HB 285 signed by Governor 5/28/2024

HB355 signed by Governor 10/09/2024

Social Equity License Program: § 1336 Social equity applicant.

Applicant must have at least 51% ownership and control... and meet one of the following criteria.

- **Criteria 1:** have resided for at least 5 of the preceding 15 years in a **disproportionately impacted area** as defined in §1302 Definitions.
- **Criteria 2: Was convicted** of or adjudicated delinquent of a marijuana-related offense under Delaware law prior to April 23,2023, except any of the following:
 - Delivery to a minor.
 - Any marijuana offense with a Tier 3 quantity of marijuana as defined in § 4751C of Title 16. (5000 grams of Marijuana = 11.02 pounds)
- **Criteria 3: Had or has a parent, legal guardian, child, spouse, or dependent who was convicted** of or adjudicated delinquent for any marijuana-related offense under Delaware law prior to April 23, 2023, that would qualify under Criteria 2 above.

Updated 5.29.24 with HB334

Social Equity License Program Workshops

Were held in June

Social Equity Eligibility Validation Process

Closed 7/15/2024 – but new apps are still validated

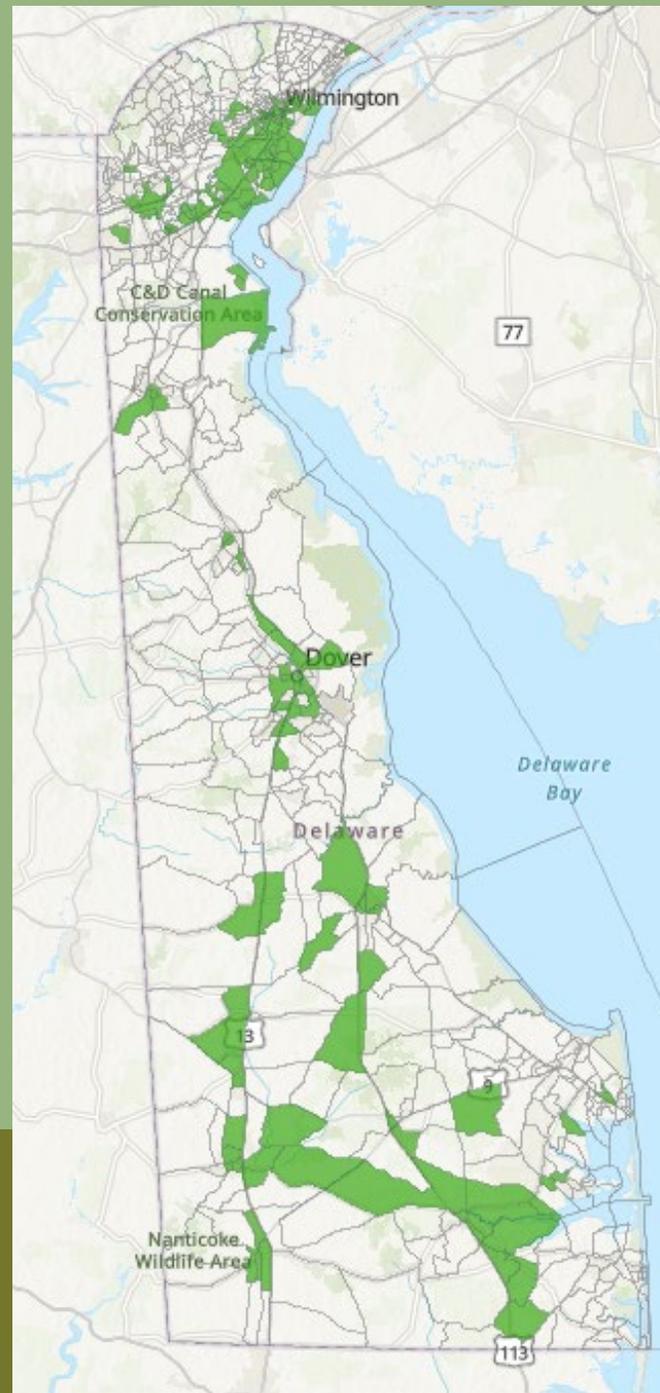
§ 1338 Technical assistance

The Commissioner shall develop a technical assistance program to aid social equity applicants...



Disproportionately Impacted Areas (DIA):

- § 1302 (7) “Disproportionately-impacted area” means census tracts in the State of Delaware identified by the Commissioner in collaboration with state and local agencies that have high rates of arrest, conviction, and incarceration relating to the sale, possession, use, cultivation, manufacture, or transport of marijuana.
- § 1336 (1) An applicant for any type of license with at least 51% ownership and control by 1 or more individuals **who have resided for at least 5 of the preceding 15 years in a disproportionately-impacted area**, as defined in § 1302 of this title.



Access the DIA Map at the OMC website



§ 1302 Definitions.(7)

§ 1336. Social Equity Applicant. (1)

Rescheduling of Marijuana

- The benefits to the marijuana industry if marijuana is rescheduled from Schedule I to Schedule III are limited.
 - Marijuana businesses are subject to the **federal tax code Section 280E**, which prohibits them from taking most tax deductions. If Schedule III businesses would not be limited by 280E.
 - **Increased access to research.** Marijuana is currently classified as a Schedule I drug; this has made it very difficult for researchers to study the plant and its potential medical benefits.
 - If marijuana is rescheduled to Schedule III, it could benefit registered medical patients regarding **eligibility to certain federal programs** like access to public housing, immigrant and nonimmigrant visas and purchase and possession of firearms.
 - **Unlikely** that it would help with banking challenges
 - Rescheduling marijuana to Schedule III **would not legalize it federally** for recreational use.

Congressional Research Service Sept. 13,2023





MARK A. WHITFIELD, CITY MANAGER
201 South Walnut Street
Milford, DE 19963

PHONE 302.422.1111
FAX 302.424.3553
www.cityofmilford.com

To: City Council and Mayor
From: Mark A. Whitfield, City Manager
Subject: Charter Review Committee
Date: November 15, 2024

The Charter Review Committee met September 4, October 1, and November 4. After those meetings, the committee offers the following observations and recommendations:

Charter

2.01 Elections – Consideration to possibly change the charter to limit voting to residents only, and eliminate non-residents owning property from voting. The committee was split 2 – 2.

3.01 Enumerated Power – (j) Recommend adding language to limit the use of eminent domain to exclude property outside the City for recreational purposes and (k) Add language for council's authority to make proclamations. Presently there is no language restricting use of eminent domain and the City follows the State statute. Additionally, the charter does not address who has the authority to make proclamations, however it is clear that the Mayor receives authority to sign documents as approved by Council, therefore the recommendation is that Council makes proclamations by majority vote and Mayor signs them.

3.07 Power of the Mayor – add language to make it clear that the mayor is the executive of City council and add proclamations to the documents that he/she must sign, as authorized by City Council. Also, add language the Mayor may establish committees and appoint committee members, with Council consent, thereby giving Council the final authority to approve the appointments.

4.01 Composition of Government – add language to change the term of Mayor and Councilperson to 3 year terms.

4.02 Annual Organizational Meeting – change language to make 6pm the time for the meeting.

4.06 Qualification for Mayor and City Council – add language to require City Council persons and Mayor must not owe the City money to run for or stay in office.

5.05 Powers and Duties of the City Manager – add language to require City Council consent of the appointment of Department Directors.

Council Rules of Procedure

Add language to allow for the approval of the agenda at the beginning of the meeting, change the date for the monthly finance report (from the fourth Monday to the second Monday), and clarify the authority of the removal of agenda items.

Proposed Timeline

City's Charter Changes

October 1, 2024 – Charter Review Committee Meeting

November 4, 2024 – Charter Review Committee Meeting

November 20, 2024 – Council Workshop, Charter change discussion

December 3, 2024 – Charter Review Committee Meeting

January 7, 2025 – Charter Review Committee Meeting

January 13, 2025 – Draft Charter Changes to Council

January 27, 2025 – Resolution of Charter Changes to Council for adoption

January 28, 2025 – Resolution to Senator Wilson, Rep Shupe, Senator Buckson, and Rep Postles

2.01 City Elections.

- (a) The annual municipal election shall be held on the fourth Saturday in the month of April between the hours of 10:00 a.m. to 6:00 p.m. at such places as shall be determined by the City Council and in accordance with State law. Except that, in any year when the fourth Saturday in April falls between Good Friday and Easter Sunday, the annual municipal election shall be held on the third Saturday of April.
- (b) The election shall be held under the supervision of an Election Board, consisting of no less than 3 nor more than 5 electors of the City to be appointed by the City Council. The Election Board shall be Judges of the election and shall decide upon the legality of the votes offered.
- (c) A clerk from each respective Ward will be assigned to verify the identity and residence of each prospective voter within their election district that intends to vote on the day of the municipal election. The clerk shall obtain this information from the alphabetical list of registered voters provided for this purpose. Those persons not properly registered shall not be permitted to vote at that particular election and become eligible only after being qualified before the next registration deadline. City Council shall appoint an election clerk for each Ward in which there is a contest.
- (d) Every person who resides within the City of Milford boundaries for at least 30 days prior to the registration deadline or natural persons owning property within the City of Milford at least 30 days prior to the registration deadline, and who are over the age of 18 years, shall be entitled to 1 vote at said annual municipal election or special election; provided, however, that the City Council may, by ordinance, establish a reasonable procedure for the registration of voters and, in such event, compliance therewith may be a prerequisite to voting at the annual election. A Corporation, Partnership, Limited Partnership or other legally created entity is prohibited from registering and voting as a non-resident property owner unless property within the City is titled in an individual name.
- (e) It is the responsibility of those registered voters who own property in more than 1 Ward to declare at least 60 days prior to the election which Ward they will vote in on the day of the election. In the event that a person owns property in the City in addition to their place of residency, he or she may vote once only where he or she resides.
- (f) Upon the close of an annual municipal election or special election, the votes shall be counted and read publicly. The person having the highest number of votes, for each office, shall be declared duly elected in accordance with State law, and shall continue in office during the terms for which they are chosen, or until their successors are duly elected and qualified.
- (g) The Election Board shall enter in a book to be provided for that purpose, a minute of the election containing the names of the persons chosen, shall subscribe the same, and shall give to the persons elected certificates of Election, which book, containing such minutes, shall be preserved by the Council and shall be evidence in any Court of law or equity. All ballots cast, in the event paper ballots are used, and all tabulations of votes from voting machines, if used at said election, and all other records of election shall be preserved in the Custody of the City Clerk for a period of time as required by State law.
- (h) Any vacancy in the Election Board shall be filled by City Council at a Special Meeting prior to the election.
- (i) In the event of a tie vote for any office, a Special Election for said office only shall be held within 30 days and the registration books shall remain closed until the outcome of the Special Election is determined.
- (j) Not less than 60 days prior to the Annual Election, all candidates for the office of City Councilmember shall file with the City Clerk a nominating petition, stating the name of the candidate, the office for which he or she is nominated, and shall be signed by not less than 10 registered voters in the Ward in the City of Milford in which the candidate resides. Nominations for the Office of Mayor shall be filed with the City Manager not

less than 60 days prior to the Annual Election and shall contain the name of the candidate, the office for which he or she is nominated and shall be signed by not less than 10 registered voters in the City of Milford.

[Res. No. 2010-17, § 1, adpt. 11-22-2010, eff. 2-15-2011; Res. No. 2017-02, adpt. 3-27-2017, eff. 7-10-2017]

3.01 Enumerated Powers.

The City of Milford shall have all powers possible for a city to have under the constitution and laws of this State as fully and completely as though they are specifically enumerated in this Charter. Without limiting the scope of the foregoing provision, the City is specifically empowered as follows:

- (a) The City shall have the power to acquire lands, tenements, real property or interests therein by condemnation or by purchase for the purpose of providing sites for public buildings, parks, sewers, sewage disposal or electric plants or the erection or construction of lines or conduits for the transmission of electricity, water, gas, sewerage, public utility of any nature, or for any other municipal purpose, whether within or without the limits of the City, and the procedure therefore shall be as contained in the Delaware Code and shall have the power to dispose of real property by Ordinance. The City of Milford may own and operate public utilities and public services to places or properties beyond the limits of said City and upon such terms, charges and conditions that the Council may determine and approve.
- (b) The City Council is vested with authority on behalf of the City to enter into contracts for the rendering of personal service to the City and the purchase of supplies and doing of work for any municipal purpose for the City. Notwithstanding anything herein to the contrary, public competitive bidding shall not be required under any of the following circumstances:
 - (1) A contract for any service to be rendered by the State of Delaware or any political subdivision thereof.
 - (2) A contract for professional services.
 - (3) A contract which is less than \$50,000. Such a contract shall not be for a portion of a project or proposal that would otherwise require bidding. The aggregate amount shall not exceed \$50,000.
- (c) The contract shall be awarded to the lowest responsible bidder, but City Council may reject any or all bids for any cause by it deemed advantageous to the City.
- (d) All contracts approved by the City Council shall be signed by the Mayor with the Seal of the City attached and attested by the City Clerk. The City Manager is authorized to execute all other contracts and agreements for the City of Milford.
- (e) The City Council shall have the power and authority to anticipate revenue by borrowing upon the faith and credit of the City of Milford in accordance with the provision of Article VIII of this Charter.
- (f) The City Council shall have the authority to establish and maintain a pension system for employees of the City of Milford, to be paid to such employees, or dependents, in such amounts, at such times, and in accordance with such rules and regulations as the City Council shall from time to time resolve or decree.
- (g) Notwithstanding any of the provisions of Section 3.01 and without complying with the competitive bidding procedures described herein, the City of Milford may enter into any contract necessary or desired in connection with a TIF District or a special development district created or designated by the City of Milford pursuant to Article IX of this Charter except a contract in which the City of Milford is directly contracting for the procurement of the labor or material for public improvements for the benefit of such district, provided that the foregoing exception shall not apply to development or similar type contracts between the City of Milford and an owner of real property in such district when the contract is generally for the transfer by the owner to the City of Milford of the work performed and the cost of labor or material provided by such owner for the benefit of such district.
- (h) The City Council shall have the authority to enter into public private partnerships.

-
- (i) The City Council may provide for the organization of a fire department and the control and government thereof, establish fire limits and do all things necessary for the prevention or extinguishment of fires; and, in their discretion, contribute, donate or give such amounts of money as they may deem appropriate unto any Volunteer Fire Company or Companies incorporated under the laws of Delaware, or any firefighting equipment and providing service to the City; provided that any such contribution, donation or gift may be made subject to such conditions and stipulations as to the use thereof as the City Council shall deem advisable
 - (j) The City Council shall have the power to exercise eminent domain for the purpose of property acquisition as outlined in Titel 29, Chapter 95 of the Delaware State Code with the exception of land outside City limits for recreational purposes.
 - (k) The City Council, by a majority vote, shall have the power to make proclamations to recognize achievements, historical events, special days or months for civic and social purposes, etc.

[Res. No. 2017-02, adpt. 3-27-2017, eff. 7-10-2017]

3.07 Mayor - General Powers.

The Mayor shall be the executive of ~~the~~ City Council and shall preside at meetings of the City Council, but shall have no vote except in case of a tie. The Mayor shall execute on behalf of ~~City Council~~ all agreements, contracts, bonds, deeds, leases, **proclamations** and other documents **as** authorized by City Council necessary to be executed subject to Section 3.01(d) herein. The Mayor or his/her designee shall countersign all orders, checks and warrants authorized by City Council; and shall have all and every power conferred and perform the duties imposed upon him/her by this Charter and the ordinances of the City. **With the consent of Council**, The Mayor may establish such committees, appoint committee members, and designate the committee Chairs as he or she deems necessary for the proper administration of City Council.

[Res. No. 2017-02, adpt. 3-27-2017, eff. 7-10-2017]

3.08 Vice Mayor.

At the annual organizational meeting, the Council shall also elect by a majority vote of the entire City Council a Vice-Mayor who shall act as Mayor during the temporary absence or inability of the Mayor, and while so acting, shall be vested with all the powers and authority of the Mayor. The Vice Mayor shall qualify as a City Councilmember while acting as Mayor for the purpose of establishing a quorum and shall be able to vote as a City Councilmember.

[Res. No. 2017-02, adpt. 3-27-2017, eff. 7-10-2017]

3.09 General Powers and Duties.

All powers of the City shall be vested in the City Council, except as otherwise provided by law or this Charter and the City Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the City by law.

[Res. No. 2017-02, adpt. 3-27-2017, eff. 7-10-2017]

4.01 Composition of Government.

The government of the city and the exercise of all powers conferred by this charter except as otherwise provided herein, shall be vested in an elective body called the City Council, consisting of a Mayor and 8 Councilmembers. Whenever the word "Mayor" is used, it shall refer solely to the Mayor. Whenever the words "City Council" are used they shall refer to the 8 duly-elected or appointed Councilmembers. The government of the City of Milford and the exercise of all powers conferred by this Charter, except as otherwise provided herein shall be vested in a Mayor and a City Council. The City Council shall consist of not more than 8 members. Two of the members of the City Council shall reside in that portion of the City known and described as the First Ward, 2 in that portion known as the Second Ward, 2 in that portion known as the Third Ward and 2 in that portion known as the Fourth Ward. The Mayor and City Councilmembers shall each serve for a term of 2 years. **After January 1, 2026, any newly elected/appointed Mayors for the 2026 election shall serve for a term of 3 years. After January 1, 2027, any newly elected/appointed Councilmember for the 2027 and 2028 elections respectively, shall serve for a term of 3 years.**

[Res. No. 2017-02, adpt. 3-27-2017, eff. 7-10-2017]

Elections would be as follows:

2025 – 4 Council persons – 2 year term

2026 – 1 Mayor – 3 year term
4 Councilpersons – 2 year term

2027 – 4 Councilpersons – 3 year term

2028 – 4 Councilpersons – 3 year term

2029 – 1 Mayor – 3 year term

4.02 Annual Organizational Meeting.

At 6:00 p.m. on the second Monday following the annual election, the Mayor and City Council shall meet at the City Council Chamber and shall assume the duties of their offices after being first duly sworn or affirmed to perform their duties with fidelity and in accordance with the Charter of the City.

[Res. No. 2017-02, adpt. 3-27-2017, eff. 7-10-2017]

4.06 Qualification for Mayor and City Council.

- (a) No person shall be eligible for election as Mayor unless he or she is a citizen of the United States of America, a bona fide resident of the City of Milford and has continuously resided therein for a period of 2 years preceding the day of the election, is over the age of 18 years prior to the day of the election, has not been convicted of a felony, submits a criminal background check of the person's entire criminal history record from the State Bureau of Identification, and is nominated therefore, as hereinafter provided.
- (b) No person shall be eligible for election as a City Council member unless he or she is a citizen of the United States of America, a bona fide resident of the Ward in the City of Milford where they are seeking election and has continuously resided therein for a period of one year preceding the day of the election, is over the age of 18 years prior to the day of the election, has not been convicted of a felony, submits a criminal background check of the person's entire criminal history record from the State Bureau of Identification, and is nominated therefore, as hereinafter provided.
- (c) The Mayor shall be eligible to serve in such elected office unless he or she does not continue to be a resident of the City during his or her respective term of office nor shall any member of City Council be eligible to serve in such elected office unless they continue to be a resident of their Ward during their respective terms of office.
- (d) If a Council member files and runs for Mayor, and is elected before his or her Council term has expired, the elected Mayor's City Council seat shall be considered vacant when the elected Mayor is sworn in on the second Monday following the date of the election.
- (e) Persons in arrears and owing the City funds for taxes, special assessments, utility bills, etc. shall be ineligible for election as Mayor or Councilperson. Additionally, any sitting Mayor or Councilperson who becomes in arrears more than two months and owing the City funds for taxes, special assessments, utility bills, etc shall be disqualified to serve the remainder of the term and the seat shall be declared vacant.

[Res. No. 2017-02, adpt. 3-27-2017, eff. 7-10-2017]

5.05 Powers and Duties of the City Manager.

The City Manager shall be the chief administrative officer of the City. He or she shall be responsible to the City Council for the administration of all City affairs placed in his or her charge or under this Charter. He or she shall have the following powers and duties:

- (a) **With the consent of Council, the Manager shall appoint department directors under his/her purview, such employees shall serve at the pleasure of the Manager.** He or she shall appoint, and when he or she deems it necessary for the good of the City, suspend or remove City employees and appointive administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter. He or she may authorize any administrative officer, who is subject to his or her direction and supervision, to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (b) He or she shall direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by this Charter or by law.
- (c) He or she shall attend all City Council meetings and shall have the right to take part in discussion but may not vote.
- (d) He or she shall see that all laws, provisions of this Charter and acts of the City Council, subject to enforcement by him or her or by officers, subject to his or her direction and supervision, are faithfully executed.
- (e) He or she shall prepare and submit the annual budget and capital program to the City Council.
- (f) He or she shall submit to the City Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year.
- (g) He or she shall make such other reports as the City Council may require concerning the operations of City departments, offices and agencies subject to his or her direction and supervision.
- (h) He or she shall keep the City Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City as he or she deems desirable.
- (i) He or she shall perform such other duties as are specified in this Charter or may be required by the City Council.

[Res. No. 2017-02, adpt. 3-27-2017, eff. 7-10-2017]

EXHIBIT A(7)
Effective 04 24 2023

City of Milford City Council
Rules of Procedure

Regular meetings of City Council shall be held on the second and fourth Monday of each month at Milford City Hall and shall commence at 6:00 p.m. In the case of a holiday on said Monday, the meeting shall be on the next business day. There shall be only one regular City Council meeting held on the second Monday of the month of December. Additional workshop meetings may be scheduled on alternate Wednesdays and will begin at 6:00 p.m. when needed.

Section I.

City Council Regular Meetings
Order of Business

Unofficial Public Comment Period (First 15 minutes—related to agenda items only)

1. Call to Order
2. Invocation & Pledge of Allegiance
3. Approval of the Agenda
4. Approval of Previous Minutes (Second Monday only)
5. Roll Call of those in Attendance (unless taken at a prior meeting/workshop on same date)
6. Public Hearing (Fourth Monday as needed; alternate meeting dates if warranted)
7. Staff Reports (Second Monday only)
8. Monthly Finance Report (~~Fourth~~ **Second** Monday only)
9. Council Business
 - a. Recognition (If needed, this item is for recognition of City staff (new or special achievements) or Proclamations for community members who have made special contributions to improve the quality of life of our community.)
 - b. Staff Reports (Second Monday only)
 - i. Police Report
 - ii. City Clerk Report
 - iii. Monthly City Manager Report:
 - iv. Public Works Department
 - v. Planning & Zoning Department
 - vi. Parks & Recreation Department
 - vii. Human Resources
 - viii. Economic Development & Community Engagement
 - ix. IT Department
 - x. Finance Department
 - c. Correspondence & Communication - Council/Informational only—no action (staff to report back to CC through PC, CM, CC)
10. Unfinished Business (Items included in this section are ordinances introduced at a prior meeting, or items postponed from previous City Council meetings. The order in which items will be addressed is as follows:)

021218R
042022R
050922R
060922R
061222R
062322R
042424R

- a. Presentation / Report by 1) staff, 2) consultants or 3) other pertinent party
 - b. City Council Discussion / Questions
 - c. Public Comment as applicable
 - d. Council Action (Approve, Deny or Postpone)
11. New Business (The order in which items will be addressed is as follows:)
 - a) Presentation / Report by 1) staff, 2) consultants or 3) other pertinent party
 - b) City Council Discussion / Questions
 - c) Public Comment as applicable
 - d) Council Action (Approve, Deny or Postpone)
 12. Executive Session (If needed and only if included on agenda.)
 13. Adjourn

Section II.

**City Council Workshop Meetings
Order of Business**

1. Convened
2. Roll Call of those in Attendance
3. (The order in which items will be addressed is as follows:)
 - a. Presentation / Report by staff, consultants, or others
 - b. City Council Discussion / Questions
4. Conclusion

Section III.

**City Council Executive Session (ES)
Order of Business**

1. Mayor Announces Executive Session
2. Motion to go into ES and Provide Reason (In Open Meeting)
3. Go into closed session
4. Close Doors
5. Items (restricted to statutes cited)
6. Upon conclusion, open door
7. Motion to Return to Open Session
8. Mayor announces: No action or ask for a motion (if any, to Approve, Deny or Postpone)
9. Take voice vote
10. Motion to Adjourn
11. Voice vote to adjourn

Section IV.

**City Council Public Hearing
Procedures**

021218R
042022R
050922R
060922R
061222R
062322R
042424R

The Solicitor shall preside over Land Application Public Hearings and follow these steps:

1. Mayor calls the Public Hearing to order.
2. City Solicitor explains the procedure.
3. City Solicitor identifies the application or subject by name and number.
4. City Planner - the Solicitor calls on the City Planner or other appropriate staff to provide the application.
5. Solicitor calls on the applicant or representative to concisely present their application and purpose. The applicant is asked to limit their presentation to 15 minutes. If the application is sufficiently complex, and more time is required, the applicant should notify the City Clerk prior to the meeting and the Solicitor will determine and announce if additional time is granted.
6. Questions may be asked by the City Council or the Mayor after the testimony to clarify comments or statements made during the remarks. The Solicitor must recognize each Councilmember before speaking. When every Councilmember has spoken, then the Solicitor may call on a Councilmember the second time, etc. However, City Councilmembers should reserve discussion or expression of opinions until the deliberation portion of the Public Hearing.
7. The floor is then opened to the public.
8. Solicitor will then invite testimony from the public who favor the application (up to three minutes per person).
9. Solicitor will then invite testimony from all opposed to the application (up to three minutes per person).
10. After everyone has spoken, the Solicitor turns the hearing back to the Mayor who declares the public hearing closed.
11. The Mayor will then ask Council their pleasure. Any Councilmember still wishing to speak before the motion is made, must be recognized by the Mayor before speaking. Once every Councilmember who wishes to speak has done so, then the Solicitor may call on a Councilmember a second time, etc.
12. Mayor asks for a motion only (not to approve or deny).
13. A roll call vote will be conducted on the motion with each Councilmember voicing her/his vote (aye or nay) followed by a brief reason for supporting or opposing the motion based on information presented on the record.
14. The Mayor shall have the discretion to change the order of the roll call vote at any time. Such orders will be tracked by the City Clerk and the proper order recorded in the minutes.

Section V.

City Council Public Comment Procedures

1. The Public Comment session is a specified time prior to the start of the official Council Meeting for individuals to speak on any business matter within the authority or responsibility of the City of Milford.
2. Prior to the start of the session, individuals wishing to speak shall sign and complete the information requested in the sign-in document which will be available when entering the Council Chambers. At that time, the City Clerk will remove the document and no further

021218R
042022R
050922R
060922R
061222R
062322R
042424R

- individuals will be permitted to sign up.
3. Individuals who have signed up for public comment will be recognized by the Mayor and shall proceed to the podium, state their name, address, and commence with their comments.
 4. The time limit is two minutes per speaker, not to exceed a total of fifteen minutes for all speakers.
 5. Speakers will be asked to speak into the microphone clearly so their comments can be heard by all present and for proper recordation. The time limit may be extended by the Mayor, if in his/her opinion, the speaker is representing a contingent of individuals present at the meeting and the speaker is acting as spokesperson for the group of individuals who choose not to speak.
 6. Speakers shall remain polite, civil and respect the decorum of the City Council meeting. Comments are to be addressed to the Mayor and City Council as a whole, and should not include insults, personal attacks, etc. Once the comments are completed, the speaker should be seated or may leave the Council Chambers. Speakers who, in the opinion of the Mayor, are not following these rules shall be stopped and asked to leave the podium.
 7. During this session, no comments will be allowed on any matter scheduled for an official public hearing.
 8. Virtual attendees must register prior to start time of meeting by calling 302-422-1111, Extension 1300 or 1303, or by sending an email to cityclerk@milford-de.gov and providing your name, address, phone number, and the specific agenda item you wish to comment on.
 9. Audience members are asked to be courteous to those who are speaking during public comment by refraining from applause, cheers or commenting while others are speaking.
 10. Mayor and Council are prohibited from deliberating or acting upon items discussed during the Public Comment session until the matter (if applicable) is discussed before Council on the meeting agenda.
 11. Mayor and Council may direct the City Manager, Police Chief, or City Clerk to respond to any concerns at a later date.
 12. Speakers are prohibited from commenting on Public Hearings items during the Public Comment session. Instead, relative comments must be provided, and properly recorded, when the floor is opened during the regular session of Council.

Section VI.

Additional Procedures

1. Public Posting Compliance: In accordance with State FOIA regulations and the City Charter, the final agenda for all City Council meetings will be prepared and posted by the City Clerk at least seven days prior to the meeting. The final agenda will be posted on the City website and the City Hall bulletin board as soon as it becomes available.
2. Agenda items will be established by the City Manager, Mayor, and City Clerk. **Agenda items may be removed prior to the meeting by the original establisher. Agenda items may be removed by a majority vote of Council at the beginning of each meeting.** Staff reports, supporting materials, presentations, memos, etc. for the packet shall be emailed to the City Clerk's Office no later than five days prior to the meeting. The packet will be posted on the City website and the link emailed to the Mayor, City Councilmembers, City Manager, and department heads no later than the Friday morning prior to the Monday meeting.
3. Councilmembers are encouraged to review the agenda and packet prior to the meeting and shall

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contact the City Manager or Police Chief, in the case of items originating from the Police Department, with any questions or concerns that may require additional information or research by noon on the day of the meeting.

4. Councilmembers shall refrain from sending or responding to emails in which other Councilmembers are copied.
5. Cancellation of Meetings: Cancellation of any meeting shall be at the discretion of the Mayor as circumstances may require. In any case, as much notice of said cancellation as is practical shall be given through the City Clerk's Office to City Council members, City Manager and department heads and shall be posted on the City's website.
6. Handouts: Any person(s) addressing Council are strictly prohibited from distributing items either just prior to, or during any meeting or workshop. Such items must be provided to the City Clerk's Office by noon on the Wednesday prior to the meeting to become part of the Council packet. Items to be presented at a weekday workshop must be provided to the City Clerk five days in advance of the session.
7. Minutes: Minutes shall be kept of all City Council meetings, including the language of and votes upon all motions. The City Clerk's Office will strive to have minutes of the prior meeting prepared and included in the appropriate monthly packet. Audio recordings shall record the business transacted at all City Council meetings/workshops/sessions and shall be stored for future reference according to the approved Record Retention Schedule for the State of Delaware. Minutes shall be prepared of all executive session meetings by the City Clerk and maintained under the custody, control, and supervision of the City Clerk.
8. Consent Agenda: A Consent Agenda may be used to approve a group of matters with one motion and vote at the beginning of the meeting. This is used for routine matters and/or items that have been vetted through prior City Council discussion. Prior to approving the Consent Agenda, the items are to be read aloud by the City Clerk so that everyone in the room is aware of the items that will be approved together, with one vote. Prior to the vote, any Councilmember may request an item be removed from the Consent Agenda if more detailed discussion is needed on the item.
9. Parliamentary Procedure: The Mayor shall have authority to manage meetings in accordance with the Charter and Ordinances of the City of Milford and this Resolution. The City Solicitor serving as Parliamentarian when in attendance. In those matters not covered by such rules, the most current edition of Robert's Rules of Order shall be the parliamentary authority.

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