

SELECT BOARD MEETING

Monday, April 1, 2024

Select Board Meeting Room, 1625 Massachusetts Avenue, Lexington, MA 02420 - Hybrid Participation*
6:00 PM

AGENDA

CONSENT AGENDA

1. Application: One-Day Liquor License - First Parish in Lexington, 7 Harrington Road
 - Voices on the Green Storytelling and Live Music Event
2. Approve Request for Event Signs on Minuteman Bikeway - Estabrook School PTO
 - Run of the Mill 5k & Jim Banks Kids Fun Run Registration
3. Approve Lexington Housing Assistance Board (LexHAB) Purchase of Property - 50 Valleyfield Street

ITEMS FOR INDIVIDUAL CONSIDERATION

1. 2024 Annual Town Meeting 6:05pm
 - Select Board Article Discussion and Positions
2. Discuss Concerns Raised at February 12, 2024 Select Board Meeting by Abutter of Battle Green Streetscape Project 6:15pm
3. Present Plan of Action and Timeline for Amending the Lexington Human Rights Committee Charge 6:35pm
4. Review Request for Quotation/Proposal Document Regarding Executive Search Consultants for Town Manager Search 6:40pm

ADJOURN

1. Anticipated Adjournment 6:50pm

Meeting Packet: <https://lexington.novusagenda.com/agendapublic/>

****Members of the public can attend the meeting from their computer or tablet by clicking on the following link at the time of the meeting:***

<https://zoom.us/j/99739813810?pwd=bEZZNE9HK3MyY1AvcWc5d0NsQ0JlQT09>

iPhone one-tap:

+13092053325,,99739813810#,,, *153496# US

+13126266799,,99739813810#,,, *153496# US (Chicago)

Telephone:

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 646 931 3860 US

- +1 929 205 6099 US (New York)

Meeting ID: 997 3981 3810

Passcode: 153496

An Act Relative to Extending Certain State of Emergency

Accommodations: <https://www.mass.gov/the-open-meeting-law>

The next regularly scheduled meeting of the Select Board will be held prior to 2024 Annual Town Meeting on Wednesday, April 3, 2024 at 6:00pm via hybrid participation.

Hearing Assistance Devices Available on Request

*All agenda time and the order of items are approximate and
subject to change.*



AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Application: One-Day Liquor License - First Parish in Lexington, 7 Harrington Road

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

C.1

SUMMARY:

Category: Decision-Making

First Parish in Lexington:

First Parish in Lexington has requested a One-Day Liquor License to serve beer and wine inside the Parish Hall at First Parish in Lexington, 7 Harrington Road, for the purpose of the Voices on the Green Storytelling and Live Music Event on Friday, April 12, 2024 from 6:30pm to 9:30pm.

SUGGESTED MOTION:

To approve a One-Day Liquor License for First Parish in Lexington to serve beer and wine inside the Parish Hall at First Parish in Lexington, 7 Harrington Road, for the purpose of Voices on the Green Storytelling and Live Music Event on Friday, April 12, 2024 from 6:30pm to 9:30pm.

Move to approve the consent.

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

4/1/2024

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Request for Event Signs on Minuteman Bikeway - Estabrook School PTO

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

C.2

SUMMARY:

Category: Decision-Making

The Estabrook School PTO is requesting permission from the Select Board to place two signs on the Minuteman Bikeway advertising the registration for their upcoming event called Run of the Mill 5k & Jim Banks Kids Fun Run on Sunday, May 19, 2024 starting at 9:30am. The PTO would like to place the signs on either end of the Lexington Center portion of the the Bikeway ahead of the event to encourage registration.

The Lexington Bicycle Advisory Committee supports two signs on the Bikeway for this event for a limited time per the general guidelines.

SUGGESTED MOTION:

To approve the Estabrook School PTO's placement of two signs on either end of the Lexington Center portion of the Minuteman Bikeway for the purpose of advertising the registration for their upcoming event called Run of the Mill 5k & Jim Banks Kids Fun Run on Sunday, May 19, 2024 starting at 9:30am and to further require that the two signs be removed immediately from the Bikeway following the conclusion of the event.

Move to approve the consent.

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

4/1/2024

ATTACHMENTS:

Description	Type
 Estabrook School PTO's Rendering of Sign for Run of the Mill 5k & Jim Banks Fun Run	Backup Material

Run of the Mill 5K & Jim Banks Kids Fun Run



SUNDAY MAY 19th

Free Kids Fun Run 9:30am • 5K Run/Walk 10am

Register at EstabrookPTO.org

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Lexington Housing Assistance Board (LexHAB) Purchase of Property - 50 Valleyfield Street

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

C.3

SUMMARY:

Category: Decision-Making

At the Select Board's meeting on March 11, 2024, in Executive Session, the Board discussed and was in favor of LexHAB's request to purchase 50 Valleyfield Street for affordable housing purposes. In accordance with the Special Acts, at tonight's meeting the Select Board is publicly voting their approval of LexHAB purchase of 50 Valleyfield Street.

Chapter 521 of 1983, the (LexHAB Special Act) requires that the Select Board approve the acquisition of real property, the wording of the Act is as follows:

"With the approval of the board of selectmen, to acquire or lease, by purchase or otherwise, and to own, hold and use, on such terms and conditions and in such manner as it may deem proper, and to exchange, grant options on, sell, transfer, convey, assign, lease, pledge, mortgage, encumber, grant liens on and security interests in, or otherwise dispose of, on such terms and conditions as it may deem proper, real, personal or mixed real and personal property or any interest, easements or rights therein, and any assets or revenues of said board, as may be necessary or appropriate to carry out its purposes."

The Act also requires that Town Counsel reviews all documents as to form as follows:

With the approval of the board of selectmen, to make and execute all contracts and all other instruments necessary or convenient for the exercise of its power and functions, subject to approval of the town counsel of the town of Lexington as to form."

SUGGESTED MOTION:

To approve LexHAB's acquisition of 50 Valleyfield Street for affordable housing purposes for the purchase price of \$760,000 plus closing costs, and *subject to any comments from Town Counsel on the closing documents being satisfactorily addressed.*

Move to approve the consent.

FOLLOW-UP:

LexHAB

DATE AND APPROXIMATE TIME ON AGENDA:

4/1/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Purchase and Sales Agreement	Cover Memo

MASSACHUSETTS ASSOCIATION OF REALTORS
STANDARD PURCHASE AND SALE AGREEMENT
(with contingencies)

The Parties make this Agreement this 21st day of March, 2024. This Agreement supersedes and replaces all obligations made in any prior Offer or Contract To Purchase or agreement for sale entered into by the parties.

1. Parties:

Karen M. Boudreau, Trustee, Hooper50 Realty Trust, u/d/t dated July 17, 2014, recorded with Middlesex County Southern District Registry of Deeds in Book 63977, P. 310, the "SELLER" agrees to sell and Lexington Housing Assistance Board, Inc. of 1620 Massachusetts Ave Lexington, MA 02420, the "BUYER" agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises:

The Premises (the "Premises") consist of:

(a) the land with any and all buildings thereon known as 50 Valleyfield Street, Lexington, MA, as more specifically described in a deed recorded in the Middlesex South Registry of Deeds at Book 64203, Page 226.; and

(b) all structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and/or gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals, and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarm systems, mantelpieces, wall-to-wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers; and the following built-in components, if any: air conditioners, vacuums systems, cabinets, shelves, bookcases and stereo speakers.

3. Purchase Price:

The purchase price for the Premises is \$760,000 of which:

\$ 1,000__ were paid as a deposit with Contract to Purchase; and

\$ 29,000__ are paid with this Agreement;

\$ 730,000 __ are to be paid at the time for performance by bank, cashiers or certified check or

At Seller's option by wire transfer.

\$760,000__ Total

4. Escrow:

All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Richardson and Tyler, LLP, as escrow agent, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent shall retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall



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abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

5. Time For Performance:

The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at twelve o'clock noon on the 15 day of May, 2024 at the office of buyer's attorney, or as such other time and place as is mutually agreed in writing. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control. Parties acknowledge that Seller may opt to conduct a "mail away" closing and Buyer shall cooperate with that effort by providing draft documents in advance for review by Seller's counsel and signature by Seller and overnight delivery to the closing location.

6. Title/Plans:

The SELLER shall convey the Premise by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the premises, free from liens and encumbrances, except;

- (a) Real Estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Rights and obligations in party walls;
- (e) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- (e) Utility easements in the adjoining ways;
- (f) Matters that would be disclosed by an accurate survey of the Premises


If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. Title Insurance:

BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. Closing Certification and Documents:

The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the


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premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. Possession and Condition of Premises:

At the time for performance the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale and that was in the property when the buyers last inspected the premises. At the time for performance the Premises also shall comply with the requirements of paragraph 6, and be in the same condition as the premises were when buyers last inspected the premises, reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notices of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

10. Extension of Time For Performance:

If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (½) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all


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obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor the SELLER shall have further recourse or remedy against the other.

11. Nonconformance Of Premises:

If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that is covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable efforts, has neither been able to restore the Premises to its former condition nor to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

12. Acceptance Of Deed:

The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

13. Adjustments:

At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges, collected rents, uncollected rents (if and when collected by either party), security deposits, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established.

14. Broker:


The SELLER and BUYER warrant to each other that each of them has dealt with no broker regarding this transaction, and each shall indemnify the other against any breach of this warranty.

15. Buyer's Default:

If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.


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16. Buyer's Financing:

The BUYER'S obligation to purchase is not conditioned upon obtaining mortgage financing.

17. Inspections/Survey:

The BUYER has had an opportunity to conduct all inspections and accepts the condition of the property as is, without warranty or representation on the part of Seller, other than as expressly herein stated.

18. Lead Paint Laws:

For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subjected to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal and related matters (in particular, without limitation, Mass. G.L., c. 111, § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is attached to this agreement.

19. Certificate of Approved Installation:

The SELLER shall equip the residential structure on the Premises with approved smoke detectors and carbon monoxide detectors and furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law as well as any wood stove permit, if any, required by law, regulation or ordinance.

20. Warranties and Representations:

None. The premises is sold "as is".

21. Notices:

All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. *[If there are multiple buyers, identify the mailing address of each buyer in paragraph 23.]*

BUYER:

Marian Abraham, Esq.
Law Offices of Marian P. Abraham P.C.
1666 Massachusetts Ave Suite 5
Lexington, MA 02420

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PH 617-351-2866
Fax 617-351-2869
E Marian@mabrahamlaw.com

SELLER:

Joseph M. Klements
Richardson and Tyler, LLP
3 Cabot Place, Suite 9
Stoughton, MA 02072
PH 781-341-0000
Fax 781-341-2069
E jklements@rtlegal.com

22. Counterparts / Facsimiles / Construction Of Agreement:

This Agreement may be executed in counterparts. Signatures transmitted by facsimile or scanned document shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be cancelled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice of the Real Estate Bar Association for Massachusetts, formerly known as the Massachusetts Conveyancers Association, at the time for performance shall be governed by the Standard of Practice of the Massachusetts Real Estate Bar for Massachusetts.

Other.

The Buyers, their agents and mortgagee shall have access to the premises at reasonable times upon 24 hour notice for appraisals, taking measurements, etc., prior to the final walk-through, and in the presence of Seller and/or Seller's agent involved in this transaction.

By executing this Agreement, the Buyer and Seller hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the Buyer and Seller shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions, electronic, digital and/or facsimile signatures of such written instruments shall be binding, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.

BUYER'S Initials

BUYER'S Initials

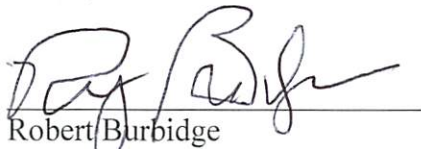
SELLER'S Initials

SELLER'S Initials

Executed under seal by the duly authorized representatives of the parties on the date first set forth above.

Buyer:

Lexington Housing Assistance
Board, Inc



Robert Burbidge
Chairman of the Board



Henry Liu
Treasurer

Buyer:

Hooper50 Realty Trust, u/d/t dated July 17, 2014,

Karen M. Boudreau, Trustee

dotloop verified
03/21/24 6:15 PM EDT
OGAA-CYBU-4GQP-SAQ1

Karen M. Boudreau, Trustee

Rider A to Purchase and Sale Agreement

1. **SELLER Statements:** SELLER states to the best of her actual knowledge, and without undertaking any independent inquiry or investigation, as follows:
 - A. SELLER has the legal right, power and authority to enter into this agreement and to perform all of its obligations hereunder.
 - B. SELLER has not commenced nor has SELLER received written notice of the commencement of any proceeding, which would affect the present zoning classification of the premises. SELLER will not initiate any such proceedings and will promptly notify BUYER if SELLER receives notice of any such proceeding commenced by third parties.
 - C. There is, to the best of the SELLER's knowledge and belief, no notice, suit, order, decree, claim, writ, injunction or judgment relating to material violations of any laws, ordinances, codes, regulations or other requirements with respect to the premises in, of or by any court or governmental authority having jurisdiction over the premises.
 - D. There are no suits, actions or proceedings pending or threatened against SELLER materially affecting the premises or SELLER's right or power to consummate the transaction contemplated by this Agreement before any court or administrative agency or office that will not be removed simultaneously with the delivery of the deed.
 - E. There is no pending SELLER bankruptcy that would inhibit this conveyance. The SELLER is not applying for a short sale nor would be short funds to closing. The SELLER states that SELLER has not filed a voluntary or involuntary proceeding in the United States Bankruptcy Court with competent jurisdiction in the preceding one year and that the property that is the subject of the Agreement herein is not subject to any approval, review or control of any bankruptcy trustee whatsoever to the best of SELLER's knowledge.
 - F. The SELLER has received no written notice of eminent domain taking, condemnation, betterment or special assessment, actual or proposed, with respect to the premises, and the SELLER shall have an affirmative obligation to notify the BUYER of any change in circumstance from the date of this Agreement to the date of closing.
 - G. The SELLER has no knowledge and has received no notice of any violations of any environmental law respecting the premises and has no knowledge of the existence of any underground fuel or oil storage tanks on the premises.
 - H. The SELLER is the owner of all fixtures and personal property conveyed hereunder and there are no conditional sales or retail installment sale agreements applicable to any such fixtures and personal property conveyed hereunder.
2. **Title Contingency:** Notwithstanding anything herein contained the premises shall not be considered to be in compliance with the provision of this agreement with respect to title unless, and to the best of the SELLER's knowledge that:

- A. all structures and improvements, including but not limited to any driveway(s), garage(s) and all means of access to the premises shall be wholly within the lot lines of the premises and shall not encroach upon or under any property not within such lot lines;
- B. the property abuts a public way, duly laid out or accepted as such by the town or city in which the property is located, or abuts a private way over which there is direct access by motor vehicle to a public way;
- C. no building, structure, improvement or property of any kind encroaches upon or under the property from other premises;
- D. title to the premises is insurable, for the benefit of the BUYER, by a national title insurance company, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" and schedule to such form or policy, and exceptions permitted pursuant to paragraph 4 of the Purchase and Sale Agreement;
- E. All improvements located on the premises have been constructed in accordance with any covenants or order of conditions governing same, and if required by said covenants or conditions, a recordable certificate of compliance is to be delivered at closing unless previously recorded in the applicable Registry of Deeds;
- F. All existing utilities servicing the premises are provided directly from a public street or private way or via validly recorded easement with perpetual right of use.
- G. The Seller has not been required to purchase flood insurance.
- H. SELLER agrees that it shall be a condition to the closing hereunder that title to the property shall be insurable under a lenders and owner's form of title insurance policy issued at standard rates to BUYER's lender and BUYER by a national title insurance company on the standard Alta Form without taking exception for any encumbrance (other than preprinted exception or those allowed for in paragraph 4). It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, BUYER may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises uninsurable and unmarketable and to terminate this Agreement.

3. **Execution of Deed and Homestead Release:** The SELLERs shall execute the Deed personally; it is agreed that a Deed executed under a Power of Attorney shall not constitute a satisfactory Deed under the terms of this Agreement. The Deed submitted to BUYER shall be signed by all owners and contain a provision indicating that either the owners are married, or the property is not SELLER's primary residence or SELLER is unmarried, and therefore no other person has any Homestead rights, or in the alternative SELLER's non-owner spouse shall release her/his Rights of Homestead by executing the Deed or a recordable Release of Homestead.

4. **SELLER Notification Regarding Statements:** Except as otherwise herein provided, the representations provided in this Agreement shall survive the Closing and refer to the date of execution of this Agreement. It shall be a condition of BUYER's obligation to perform under this Agreement that all representations made by SELLER hereunder shall be true as of the time of Closing (subject to exceptions thereto approved by BUYER in writing, such approval to be in BUYER's sole discretion). SELLER will promptly notify BUYER of any material change in facts which arise prior to the Closing which would make such representation untrue if such state of facts had existed on the date of execution of this Agreement ("SELLER Notice") and unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have the option of canceling this Agreement by notifying the SELLER thereof in writing in which event all deposits made by the BUYER hereunder, together with the accrued interest, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.
5. **Permits:** SELLER represents, to the best of SELLER's actual knowledge and belief, that any repair, upgrade, or like work SELLER has caused to be undertaken at the Premises, such work has been performed pursuant to building permits, if so required by the City or Town Codes, with said permit(s) having been "closed" and received final sign off by the Building Inspector of the said City or Town ("Inspector") if so required.
6. **Property Maintenance:** Between the date of the signing of this Agreement and the Closing, SELLER shall maintain and/or service the Premises and its appurtenances at substantially the same level of effort and expense as the SELLER has maintained and/or serviced the Premises for the SELLER's own account prior to the date of this Agreement and without any deferral of maintenance or repairs.
7. **Mechanic's Lien:** The SELLER states that there are no outstanding contracts or work done on the premises within the last ninety (90) days after the date of execution of this Agreement which could give rise to liens under Massachusetts General Laws, Chapter 254. Seller agrees that if any mechanic's or materialmen's liens with respect to work done on the Premises on Seller's behalf are recorded after the delivery of the Deed, Seller will promptly cause such liens to be duly discharged of record. Seller agrees to indemnify and hold Buyer harmless from and against any cost, loss, damage or expense, including reasonable attorneys' fees, if any, arising out of or relating to any such liens being placed on the Premises. The provisions of this Paragraph shall survive delivery of the Deed
8. **Recording:** The closing attorney shall use its best reasonable efforts to record the appropriate closing documentation at the Registry of Deeds on the Closing date. The Parties understand, however, that depending on the time and location of the Closing, the documents may not be recorded until the following business day. If this occurs, BUYER shall not be considered to be in default with the terms of this Agreement.
9. **Sale Proceeds:** Notwithstanding anything contained herein, SELLER acknowledges and agrees that the issuance of the net proceeds to SELLER at the time of closing hereunder shall be in the form of either an Attorney's IOLTA check, or a wire transfer to SELLER's counsel's Attorney IOLTA account. In the event that SELLER requests a wire transfer to his/her/their counsel's IOLTA account, it is hereby agreed by SELLER that neither Law Offices of Marian P. Abraham, P.C., acting as Settlement Agent at the time of Closing, nor BUYER, shall be held

responsible, liable or deemed to be in default hereunder, for any delays in the subsequent receipt of SELLER's funds, so long as Law Offices of Marian P. Abraham, P.C. utilizes reasonable efforts to initiate the wire transfer upon written notification of recording of the deed at the applicable Registry of Deeds.

10. **Errors and Omissions on Closing Statement/Disclosure:** If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make such payment as may be necessary to correct the error or omission, unless such error or omission is disputed in good faith.
11. **SELLER Mortgage Payoff Statements:** SELLER will, prior to closing, provide the BUYER's or BUYER's lender's attorneys with the name, telephone number and account number of any entity which, as of the date of this Agreement, holds a mortgage or other security interest in the Premises.
12. **Closing Location:** Notwithstanding the provisions of Paragraph 8 ("Time for Performance/Delivery of Deed"), the closing shall be held at the Lexington office of Law Office of Marian P. Abraham, PC, unless otherwise specified in writing.
13. **Real Estate Broker Indemnification and Information:** BUYER and SELLER warrant and represent each to the other that neither has dealt with any broker, realtor or finder in connection with the purchase of the premises covered by this Agreement except for the brokers named herein (if any), and each agrees to hold harmless and indemnify the other from any loss or damage, including attorney's fees, incurred by reason of a claim against the parties herein for a commission or finder's fees, as a result of the purchase of the premises or in connection with this Agreement. The provisions of this paragraph shall survive delivery of the deed.
14. **SELLER Extension of Closing Date:** Paragraph 10 of the Purchase and Sale Agreement shall be construed to apply only to matters affecting title, the physical condition of the Premises and compliance of the Premises with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the Premises and to which the Premises are subject under the terms of this Agreement. Said Paragraph shall not be construed to excuse SELLER from vacating the Premises as provided herein for reasons such as the unavailability of movers, inconvenience or other such delays
15. **Substantial Damage:** In the event that the Premises shall be substantially damaged in excess of \$15,000.00 by fire or other casualty prior to delivery of the deed herein, the BUYER may elect to cancel this agreement by written notice to SELLER at which point all deposits shall be forthwith refunded and this agreement shall be null and void without recourse to the parties hereto.
16. **Broom Clean:** The SELLER shall deliver the Premises at the time of delivery of the SELLER's deed, as determined hereunder, in a broom clean condition, removing all of the SELLER's possessions, including, without limitation, all debris, trash and items stored at the Premises. All appliances and systems shall be in the same operating condition at Closing as they were at the time of the BUYER's submission of the Offer to Purchase, reasonable wear and tear excepted.

17. **Non-Foreign Status:** SELLER is not nor will it be a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute (including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, commonly referred to as the "USA Patriot Act"), executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.
18. **Delivery of Keys to BUYER:** At Closing, or shortly after the recording of the deed by BUYER, the SELLER shall deliver to the BUYER any and all keys in SELLER's possession to the premises including, but not limited to, door, garage, shed, if any, upon recording of the deed and payment of the full purchase price.
19. **SELLER Documents for Closing:** SELLER agrees to sign all documents customarily required by BUYER's lender in connection with obtaining mortgage financing, including but limited to, the Settlement Statement, 1099 Form, UFFI Agreement, Smoke Detector Certification, Title Insurance Affidavit, Agreement to Reapportion Taxes, Mechanics Lien Affidavit, etc.
20. **Final Water/Sewer:** SELLER shall provide the BUYER's lender attorney with a paid receipt for any final water and sewer charges on the premises at or before the closing.
21. **Title Insurance:** In addition to the foregoing, by signing below BUYER also acknowledge that in the course of our representation of BUYER and BUYER's Lender, it is anticipated that an owner's and lender's title insurance policy will be issued by Lender's counsel as an agent for a licensed title insurance company. In this capacity, the authorized issuing agent receives a portion of the one-time insurance premium. The premium amount is calculated on the Purchase Price and loan amount (as applicable) and has been listed on your Loan Estimate from your lender, and again on the Closing Disclosure prior to and at Closing. BUYER may wish to seek the advice of independent counsel as to the purchase of the optional owner's title insurance policy. If BUYER's attorney simultaneously represents BUYER's lender for purposes of the Closing, then BUYER shall be required to purchase a lender's title insurance policy for their benefit.
22. **Scope of Work:** The scope of the legal services rendered by Law Offices of Marian P. Abraham to the BUYER does not include any verification of zoning or suitability of the subject property for the use(s) stated herein. By signing below, BUYER hereby represents, warrants, and agrees that BUYER understands that the role of their attorney as named in this Agreement is merely to negotiate this Agreement on their behalf, and shall NOT include research or due diligence related to building code, zoning laws, land use, federal or state income tax ramifications, estate planning or divorce related matters, or review of condominium documents beyond compliance with Massachusetts General Laws Chapter 183A. The provisions of this paragraph shall survive the recording of the deed or lawful termination of this Agreement.
23. **Registry Recording:** Due to the circumstances stated herein in this clause, in the event the Registry of Deeds office and/or location is closed to the public and requires recordings to be submitted online (also sometimes referred to as electronic recording or E-File), the Parties

acknowledge that there may be a delay in the recording of the deed due to volume and/or document rejections. The Parties understand and acknowledge that the attorney for the BUYERS' (hereinafter referred to as the "Closing Attorney") shall use their best efforts to ensure prompt and swift recording of the deed, however, the BUYER shall not be held in default if the recording of the deed occurs within 24 hours of the Closing date set forth in Paragraph 8 herein due to e-filing volume and/or document rejections.

24. **Easements/Restrictions of Record:** In the event this Agreement contains any provision that the BUYER shall accept the title of the SELLER subject to easements and restrictions of record, if any, then such acceptance of title subject to easements and restrictions shall be limited to those of record, if any, insofar as they may be in force and effect, which do not adversely affect the Premises for use as a single family dwelling by the BUYER and which: (a) give no rights to anyone to enter upon, cross or use any portion of the Premises other than standard utility easements; (b) have been duly satisfied of record at or prior to the Closing in the event consent(s) or approvals are needed; and (c) have been duly complied with of record (without limitation, a certificate of compliance) at or prior to the Closing in the event any order of condition or any other state, county, or municipal (or any subdivisions thereof) requirements in connection with the Premises.
25. **Termination and Return of BUYER Deposit:** In the event of any termination of this Agreement because of any default by SELLER, then the deposit made under this Agreement shall be forthwith refunded, and BUYER shall be entitled to pursue all remedies available to it in law and inequity, including without limitation specific performance.
26. **Unique Property:** Notwithstanding anything set forth herein to the contrary, BUYER's obligations hereunder are expressly subject to and contingency upon its completion of the notification process for unique real property acquisitions that is described in Massachusetts General Laws Chapter 30B, Section 16(e)(2) to the BUYER's reasonable satisfaction. BUYER has submitted the Uniqueness Determination to the Central Registrar as of March 20, 2024 as required under Massachusetts General Laws Chapter 30B, Section 16(2)(2). Such publication will occur on March 27, 2024 and will run for thirty (30) days before the closing can occur. A copy of the confirmation of said submission shall be provided by Friday, March, 22, 2024.
27. **Select Board Approval:** The Parties acknowledge that, per the requirements of its Charter, any purchase or mortgage of property by LexHAB requires approval of the Select Board of the Town of Lexington. Such approval to occur twenty (20) calendar days after the Select Board meeting which is currently scheduled for no later than sixty (60) days after the execution by all parties of this Purchase and Sale Agreement. In the event such approval has not been obtained on or before the sixty (60) day time period, LexHAB shall have the right to terminate this agreement by written notice to SELLER and all deposits (\$30,000.00) shall be returned to LexHAB and this agreement shall be of no further force and effect.
28. **Disclosure of Beneficial Interest:** SELLER agrees to complete the disclosure of beneficial interest form that is attached hereto as Exhibit A as required by Massachusetts General Laws Chapter 7C, Section 38. BUYER will file such completed form with the Division of Asset Management and Maintenance.

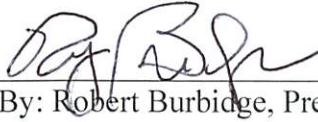
SELLER:
Hooper50 Realty Trust

Karen M. Boudreau, Trustee

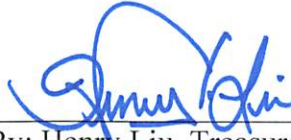
dotloop verified
03/21/24 6:15 PM EDT
4FID-YP54-KCRN-AJLE

By: Karen M. Boudreau, Trustee

BUYER:
Lexington Housing Assistance Board, Inc.



By: Robert Burbidge, President



By: Henry Liu, Treasurer

WARNING REGARDING WIRE FRAUD

Wire fraud continues to be a serious and prevalent issue in real estate transactions. Criminals/hackers have become extraordinarily sophisticated and well-versed in real estate transactions. They are targeting email accounts and transactions by either hacking or impersonating relevant stakeholders in a transaction (e.g. lawyers, title agents, mortgage bankers, loan officers, real estate agents, buyers, sellers, and the like). Sometimes the fraudulent email will appear in your inbox with the proper "display name" of the sender. It will look like it came from a trusted sender and many times it can contain a signature or attributes that resemble a trusted sender. **You must treat every communication that is instructing you to wire or transmit funds as suspect.**

Before wiring any money, **call** your attorney using contact information found from an independent source, such as the sales contract, your contacts, business cards, or the internet (website), to verify any funding instructions received. Hacked or fraudulent emails can contain misleading phone numbers. Never rely on email for contact information and pay close attention to the email properties (such as variations of domain names, different "reply to" email addresses, etc.) Be vigilant and stay paranoid. Contact us with any questions before sending any funds.

We also recommend that you NEVER transmit any sensitive or financial information (e.g. social security numbers, account numbers, credit card numbers, wiring instructions, etc.) in an email or as an email attachment. Ask your lawyer, paralegal, real estate agent, banker or other such party to initiate an encrypted/secure email thread or deliver such information using some other secure method (such as in hand delivery, mail, secure/encrypted portal, or over the telephone). Be very suspect of beneficiary accounts for wires – the account name should match the intended recipient. Be very suspect of wires going to unrecognized names and out of state bank branches.

By using **Law Offices of Marian P. Abraham, P.C.** you will NEVER be asked to send any sensitive information via regular (unsecure) email. **The beneficiary account for incoming wires will always be Law Offices of Marian P. Abraham, P.C. Our bank is Enterprise Bank.**

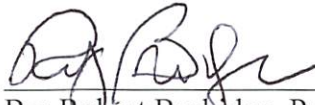
If you are buying, please call your attorney at 617-351-2866 and verbally confirm the wire instructions prior to sending funds. I/We hereby acknowledge receipt of this warning:

SELLER:
Hooper50 Realty Trust

Karen M. Boudreau, Trustee
dotloop verified
03/21/24 6:15 PM EDT
UNPU-KP9A-BH7X-WYAO

By: Karen M. Boudreau, Trustee

BUYER:
Lexington Housing Assistance Board, Inc.



By: Robert Burbidge, President



By: Henry Liu, Treasurer

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

2024 Annual Town Meeting

PRESENTER:

Board Discussion

ITEM NUMBER:

I.1

SUMMARY:

Category: Informing

2024 Annual Town Meeting

The Select Board will discuss articles and take positions for 2024 Annual Town Meeting.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

4/1/2024

6:05pm

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Select Board Working Document - Positions 2024 ATM	Backup Material
<input type="checkbox"/> Moderators proposed schedule for ATM as of March 28, 2024	Backup Material
<input type="checkbox"/> Amendment 48. S. Kaufman	Backup Material
<input type="checkbox"/> Amendment 48. S. Kaufman (2)	Backup Material
<input type="checkbox"/> Amendment 48 T. Shiple	Backup Material

- Revised Proposed Motion Article 46
- Art. 46 Royal Family Invitation (IP) Statement

Backup Material
Backup Material

**Select Board Positions
Working Document**

as of March 27, 2024

#	Article Name	ARTICLE UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	CONSENT	IP	JP	SB	DL	JH	MS
1	Notice of Election		-							
-			-							
-										
Financial Articles										
4	Appropriate Fy2025 Operating Budget		JP			Y	Y	Y	Y	Y
5	Appropriate Fy2025 Enterprise Funds Budgets		DL			Y	Y	Y	Y	Y
-			SB	C						
7	Sustainable Capital Projects		MS			Y	Y	Y	Y	Y
8	Accept Tucker Ave (Westernmost Portion)		DL			Y	Y	Y	Y	Y
9	Establish And Continue Departmental Revolving Funds		DL			Y	Y	Y	Y	Y
10	Appropriate The Fy2025 Community Preservation Committee Operating Budget And CPA Projects	1/22/2024	MS							
				C						
	i. Affordable Housing Trust Funding – \$3,200,000					Y	Y	Y	Y	Y
				C						
				C						
11	Appropriate For Recreation Capital Projects		SB	C		Y	Y	Y	Y	Y

Note: As Articles are voted on at Town Meeting they are removed from the working document list

**Select Board Positions
Working Document**

as of March 27, 2024

#	Article Name	ARTICLE UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	CONSENT	IP	JP	SB	DL	JH	MS
12	Appropriate For Municipal Capital Projects And Equipment		MS							
				C						
	b) Heavy Vehicle Extrication Equipment					Y	Y	Y	Y	Y
				C						
				C						
				C						
				C						
				C						
				C						
	i) Cemetery Columbarium - Design					Y	Y	Y	Y	Y
	j) Public Parking Lot Improvement Program					Y	Y	Y	Y	Y
				C						
				C						
				C						
				C						
				C						
	p) Election Equipment Upgrade					Y	Y	Y	Y	Y
				C						
-			MS	C						
-			MS	C						
-			DL	C						

Note: As Articles are voted on at Town Meeting they are removed from the working document list

**Select Board Positions
Working Document**

as of March 27, 2024

#	Article Name	ARTICLE UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	CONSENT	IP	JP	SB	DL	JH	MS
-	Appropriate For Public Facilities Capital Projects		MS							
				C						
				C						
				C						
				C						
-			DL	C						
18	Rescind Prior Borrowing Authorizations		JH			Y	Y	Y	Y	Y
19	Establish, Amend, Dissolve And Appropriate To And From Specified Stabilization Funds		SB			Y	Y	Y	Y	Y
-			SB	C						
21	Amend Fy2024 Operating, Enterprise And CPA Budgets		JH			Y	Y	Y	Y	Y
-			DL	C						
23	Appropriate Opiod Settlement		MS			Y	Y	Y	Y	Y
24	Appropriate Funding For Semiquincentennial Commission	2/5/2024	SB			Y	Y	Y	Y	Y
25	Pine Meadows Clubhouse Renovation		SB			Y	Y	Y	Y	Y
26	Appropriate for Design Funds for Lexington High School Construction Project		JP			Y	Y	Y	y	Y
27	Appropriate for Renovation of 173 Bedford Street		JP			Y	Y	Y	Y	Y
General Articles										
-			DL	C						
-										
-			JH	C						

Note: As Articles are voted on at Town Meeting they are removed from the working document list

**Select Board Positions
Working Document**

as of March 27, 2024

#	Article Name	ARTICLE UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	CONSENT	IP	JP	SB	DL	JH	MS
31	Prohibit Single-Serve Plastic Water Bottles (Citizen's Petition)	2/12/2024	JH			W	W	W	W	W
-										
33	Authorize Affordable Housing Trust To Seek Affordable Housing	2/5/2024	MS			Y	Y	Y	Y	Y
	-Galatsis Amendment 1					N	N	N	N	N
	-Galatsis Amendment 2					N	N	N	N	N
34	Amend General Bylaws - Tree Bylaw - Tree Protection Plan	1/22/2024	JP			Y	Y	Y	Y	Y
35	Amend General Bylaws - Tree Bylaw - Require Mitigation Planting In Certain Instances	1/22/2024	JP			Y	Y	W	Y	Y
36	Amend General Bylaws - Tree Bylaw - Exemptions	1/22/2024	JP			Y	Y	Y	Y	Y
37	Importance Of Trees Resolution (Citizen Petition)	1/22/2024	JP			Y	Y	W	W	Y
38	Amend Regulation Of Fossil Fuel Infrastructure Bylaw - Meet Department Of Energy Resources (Doer) Requested Changes		JH			Y	Y	N	Y	Y
39	Home Rule Petition To Adjust The Number Of On-Premise Wine And Malt Alcohol Licenses		DL			Y	Y	Y	Y	Y
40	Integrated Pest Management Resolution (Citizen Petition)	2/12/2024	MS			Y	Y	Y	Y	Y
41	Massachusetts Bay Transportation Authority	3/4/2024	JH			Y	Y	Y	Y	Y
-										
43	Voting Rights 16 And Older (Citizen Petition)	2/12/2024	DL			Y	W	Y	W	Y
-			SB	C						
45	Indigenous Peoples Day (Citizen Petition)	2/12/2024	JH			Y	Y	W	Y	Y
46	Royal Family Invitation To 250th Celebration		DL			N	Y	Y	W	Y
Zoning Articles										
47	Amend Zoning Bylaw - Signs	2/26/2024	JP			Y	W	W	Y	W
48	Amend Zoning Bylaw - Short Term Rentals	2/26/2024	DL			W	Y	Y	Y	W

Note: As Articles are voted on at Town Meeting they are removed from the working document list

**Select Board Positions
Working Document**

as of March 27, 2024

#	Article Name	ARTICLE UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNT	CONSENT	IP	JP	SB	DL	JH	MS
49	Amend Zoning Bylaw - Permitted Uses and Development Standards	2/26/2024	MS			W	Y	W	Y	W
50	Amend Zoning Bylaw - Inclusionary Housing For Village And Multi-Family Overlay Districts	2/26/2024	JH			Y	Y	W	Y	W
51	Amend Zoning Bylaw – Maximum Height For Village Overlay District	2/26/2024	JH			Y	Y	Y	Y	W
52	Amend Zoning Bylaw And Map - Technical Corrections	2/26/2024	SB			Y	Y	Y	Y	Y
-			JH	C						
-			JH	C						

Note: As Articles are voted on at Town Meeting they are removed from the working document list

Updated schedule for ATM 2024 - published March 28, 2024

Monday April 1, 2024 (*Deadline has passed for proposed amendments/division requests*)

- Article 25 - Pine Meadows Clubhouse Renovation
- Article 26 - Appropriate for Design Funds for LHS Project (**DATE CERTAIN**)
- Article 27 - Appropriate for Renovation of 173 Bedford Street (**DATE CERTAIN**)
- Article 12 - Appropriate for Municipal Capital Projects and Equipment - *items not on consent agenda*:
 - 12b - Heavy Vehicle Extrication Equipment
 - 12i - Cemetery Columbarium - Design
 - 12j - Public Parking Lot Improvements (*removed from Consent Agenda*)
 - 12p - Election Equipment Upgrade
- **Time permitting**, continue unfinished business from previous sessions:
 - Article 38 - Amend Regulation of Fossil Fuel Infrastructure Bylaw
 - Article 39 - Home Rule Petition to Adjust the Number of On-Premise Wine and Malt Alcohol Licenses
 - Article 41 - Massachusetts Bay Transportation Authority
 - Article 18 - Rescind Prior Borrowing Authorizations
 - Article 19 - Establish, Amend, Dissolve and Appropriate.... Specified Stabilization Funds
 - Article 23 - Appropriate Opioid Settlement

Wed. April 3, 2024 (*Deadline has passed for proposed amendments/division requests*)

- Town Meeting member memorials
- TMMA 30-year pins
- **Article 10i - Affordable Housing Trust Funding**
- Article 33 - Authorize the Select Board to Seek Affordable Housing (**DATE CERTAIN**)
- Continue unfinished business from previous sessions

Monday, April 8, 2024 (*Proposed amendments/division requests due: 5pm Mon. 4/1*)

- Zoning Articles; Amend Zoning Bylaw re:
 - Article 47 - Signs
 - Article 48 - Short Term Rentals
 - Article 49 - Permitted Uses and Development Standards
 - Article 50 - Inclusionary Housing for Village and Multi-Family Overlay Districts
 - Article 51 - Maximum Height for Village Overlay District
 - Article 52 - Technical Corrections

Wednesday, April 10, 2024 (*Proposed amendments/division requests due: 5pm Mon. 4/1*)

- Article 24 - Appropriate Funding for Semiquincentennial Commission
- Article 46 - Royal Family Invitation to 250th Celebration
- Continue any unfinished Zoning Articles
- Time permitting, continue unfinished business from previous sessions

NO SESSIONS school vacation week: Monday April 15 and Wednesday April 17

Monday, April 22, 2024 - NO SESSION (1st night Passover)

Wed. April 24, 2024 (*Proposed amendments/division requests due: 5pm Wed. 4/10*)

- Article 31 - Prohibit Single-Serve Plastic Water Bottles (Citizen Petition)
- Article 34 - Amend General Bylaws - Tree Bylaw - Tree Protection Plan
- Article 35 - Amend General Bylaws - Tree Bylaw - Mitigation Planning
- Article 36 - Amend General Bylaws - Tree Bylaw - Exemptions
- Article 37 - Importance of Trees Resolution (Citizen Petition)
- Time permitting: Unfinished business from previous sessions

Monday April 29, 2024 (*Proposed amendments/division requests due: 5pm Wed. 4/24*)

- Article 21 - Amend FY2024 Operating, Enterprise and CPA Budgets
- Article 40 - Integrated Pest Management Resolution (Citizen Petition)
- Article 43 - Voting Rights 16 and Older (Citizen Petition)
- Article 45 - Indigenous Peoples Day (Citizen Petition)
- Unfinished business from previous sessions

Hold for schedule slippage:

- Wednesday, May 1st
- Monday, May 6th
- Wednesday, May 8th

LEXINGTON TOWN MEETING AMENDMENT FORM

ARTICLE NUMBER: 48

DATE: 03/28/2024

I, Steven Kaufman, TMM Precinct 5,

move to Amend the Motion

Move to amend the motion under Article 48 by adding the following Section 6.10.3.13:

13. A short-term rental shall not be used for large indoor or outdoor group events such as luncheons, banquets, parties, weddings, meetings, or seminars. The number of individuals permitted in or at a short-term rental at any time for gatherings shall not exceed the 10 person dwelling limit of the STR.

Examples of text for amendments may include statements such as:

By striking the words...

By adding the
Following...

By striking in its entirety Section () Paragraph () ...

And by substituting the words...

And by substituting in its place the following Section () Paragraph () ...

Action Taken:

Pass

☐

Fail

☐

Unanimous

☐

Majority

☐

Other

LEXINGTON TOWN MEETING AMENDMENT FORM

ARTICLE NUMBER: 48

DATE: 03/28/2024

I, Steven Kaufman, TMM Precinct 5,

move to Amend the Motion

Move to amend the motion under Article 48 by adding the following Section 6.10.3.13:

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Examples of text for amendments may include statements such as:

By striking the words...

By adding the
Following...

By striking in its entirety Section () Paragraph () ...

And by substituting the words...

And by substituting in its place the following Section () Paragraph () ...

Action Taken:

Pass ☐

Fail ☐

Unanimous ☐

Majority ☐

Other

LEXINGTON TOWN MEETING AMENDMENT FORM

ARTICLE NUMBER:	DATE:
-----------------	-------

I, _____

move to Amend the Motion

Examples of text for amendments may include statements such as:

By striking the words...	By adding the Following...	By striking in its entirety Section () Paragraph () ...
And by substituting the words...		And by substituting in its place the following Section () Paragraph () ...

Action Taken:	Pass	Fail	Unanimous	Majority	Other
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Town of Lexington
Motion
2024 Annual Town Meeting

ARTICLE 46 ROYAL FAMILY INVITATION TO 250TH CELEBRATION

MOTION: That this article will be indefinitely postponed.

(04/01/2024)



Town of Lexington Annual Town Meeting 2024

Article 46: Royal Family Invitation to 250th Celebration

Statement on Indefinite Postponement

Presenter: Doug Lucente

The Select Board has elected to indefinitely postpone Article 46, reflecting our commitment to ensuring the Lex250 celebrations encompass a wide array of cultural and international representations.

Extending an invitation exclusively to the United Kingdom at this juncture is premature, as the scope of Lex250 planning is anticipated to extend beyond inviting a single entity from one nation. Our commitment to the Lex250 celebrations is anchored in two core principles: honoring the past and preserving the future. Our celebrations of American Liberty not only honor our collective heritage and cherished principles like freedom and democracy but also acknowledge the enduring bonds of unity and friendship that have formed over 250 years, spanning beyond the U.S. and the U.K. to include a global community.

While we anticipate engaging in numerous discussions in the coming months, it remains clear that our shared goal is to highlight Lexington's distinguished history and its vibrant, ongoing role in shaping the future. We invite the community to join a discussion on evening of June 12th at the Community Center to further explore our approach to invitations for the event.

The Select Board is unanimously supports indefinite postponement of this Article.

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Discuss Concerns Raised at February 12, 2024 Select Board Meeting by Abutter of Battle Green Streetscape Project

PRESENTER:

John Livsey, Town Engineer

ITEM NUMBER:

I.2

SUMMARY:

Category: Decision-Making

Attached please find recommendations based on the Select Board's previous discussion with the abutter at 9 Hancock related to concerns the abutter raised with the design and other features of the Battle Green Streetscape.

John Livsey, Town Engineer and Dave Pinsonneault, DPW Director will be available to present and answer questions.

SUGGESTED MOTION:

Move to approve the actions recommended by the Town Engineer and DPW Director in relation to the Battle Green Master Plan.

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

4/1/2024

6:15pm

ATTACHMENTS:

Description

Type



Presentation



Action Items Summary - S. & D. McKenna

Cover Memo

Backup Material

*Battle Green
Improvements
Lexington, MA
April 1, 2024*

Select Board

Project Update



Concerns discussed at February 12, 2024 Select Board meeting

1. Can the type A (pedestrian level) and Type B (street level-tall) that are in front of #9 Hancock street be moved and/or be dimmed?
2. Can the type A light in front of #1 Harrington Road be moved?
3. Can the rear side of the type A lighting near #9 Hancock and the Masons Building be screened?
4. Can the detectable warning panels on the bike ramps be eliminated?
5. Can the crosswalk on the Hancock Street leg of the roundabout be eliminated?
6. Can the walkway from the Visitors center be better lined up with the Bedford Street crossing?
7. Can the town support the fee (if not waived) for the HDC application for extending and painting the fence at #9 Hancock Street?
8. Can a grass strip be added along the Bedford Street side of the Battle Green?

Follow-up on Concerns

1. Can the type A (pedestrian level) and Type B (street level-tall) that are in front of #9 Hancock street be moved and/or be dimmed?

- MOVING – (not recommended)
 - Light will not be properly cast on roadway or sidewalk reducing safety
 - Significant infrastructure work to relocate including removing sidewalk, installing conduit and pull boxes, pulling wire, removing and installing foundations, remove and resetting of granite, and replacing of concrete sidewalk
- DIMMING
 - Dimming is an option
 - Actively working with manufacturer / supplier on various scenarios
 - Field testing is pending

Follow-up on Concerns

2. Can the type A light in front of #1 Harrington road be moved?

- MOVING (not recommended)
 - Light will not be properly cast on roadway or sidewalk reducing safety
 - Significant infrastructure work to relocate including removing sidewalk, installing conduit and pull boxes, pulling wire, removing and installing foundations, remove and resetting of granite, and replacing of concrete sidewalk

3. Can the rear side of the type A lighting near #9 Hancock Street and at the Masons Building be shielded?

- Yes, the shields have been ordered

Follow-up on Concerns

4. Can the detectable warning panels on the bike ramps be eliminated?

- State and Federal guidance leads to the need for the panels on these ramps
 - Guidance documents include;
 - NCHRP research report 834 entitled ‘Crossing Solutions at Roundabouts and Channelized Turn Lanes for Pedestrians with Vision Disabilities’
 - MassDOT guidelines for the Planning and Design of Roundabouts 2020
 - NCHRP research report 672 entitled ‘Roundabouts and Informational Guide’
- The Bicycle Advisory Committee reconfirmed the need for the ramps at the 3-14-24 meeting

Follow-up on Concerns

5. Can the crosswalk on the Hancock Street leg of the roundabout be eliminated?

- We do not recommend
 - Lengthens the travel time for pedestrians by over a minute
 - Decreases connectivity and accessibility
 - Eliminates the protected island one-lane crossing
- The Commission on Disability met on 2-20-24 and 3-19-24 and voted to keep the crosswalk
- The Bicycle Advisory Committee met on 3-14-24 and voted to keep the crosswalk

ALTERNATIVE SOLUTION;

- We can install a new walkway from the driveway at #9 Hancock to the entrance of the home with potential locations as;
 - Replacement existing walkway or;
 - Go directly behind new sidewalk which would entail fence and landscape relocation

Various material options may be discussed including stabilized crushed granite/stone dust, concrete or brick and we would support the HDC application as needed

Follow-up on Concerns

6. *Can the walkway from the Visitors Center be better lined up with the Bedford Street crossing?*

- Yes, we will be adjusting the gravel path to better line up with the crossing this spring

7. Can the town support the fee (if not waived) for the HDC application for extending and painting the fence at #9 Hancock Street

- Yes

8. Can a grass strip be added along the Bedford Street side of the Battle Green?

- We have maintenance concerns but will follow the guidance of the Select Board. At the 11-28-22 Select Board meeting the Select Board voted 2 in favor of the grass strip and 2 opposed (one recused)

Conclusion

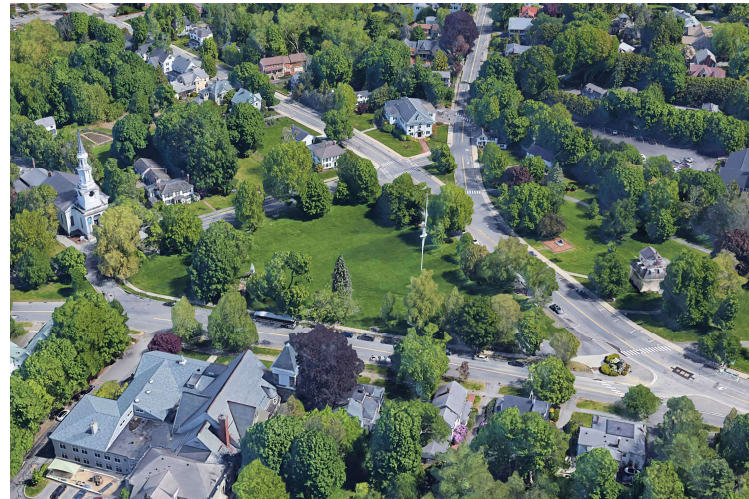
- A light dimming plan is in progress
- Screening from the rear of the lights has been ordered
- The bike ramp detectable warning panels cannot be removed and we recommend leaving the ramps
- We do not recommend eliminating the crosswalk but alternatively will install a new walkway if desired by homeowner
- The visitors center path will be lined up with the road crossing
- We will extend the fence and paint entirety of fence (existing and new) to match
- We will support the HDC application and fee for the fence extension and painting and the walkway
- We will follow the direction of the SB for the Battle Green grass strip.

Previously agreed upon items include;

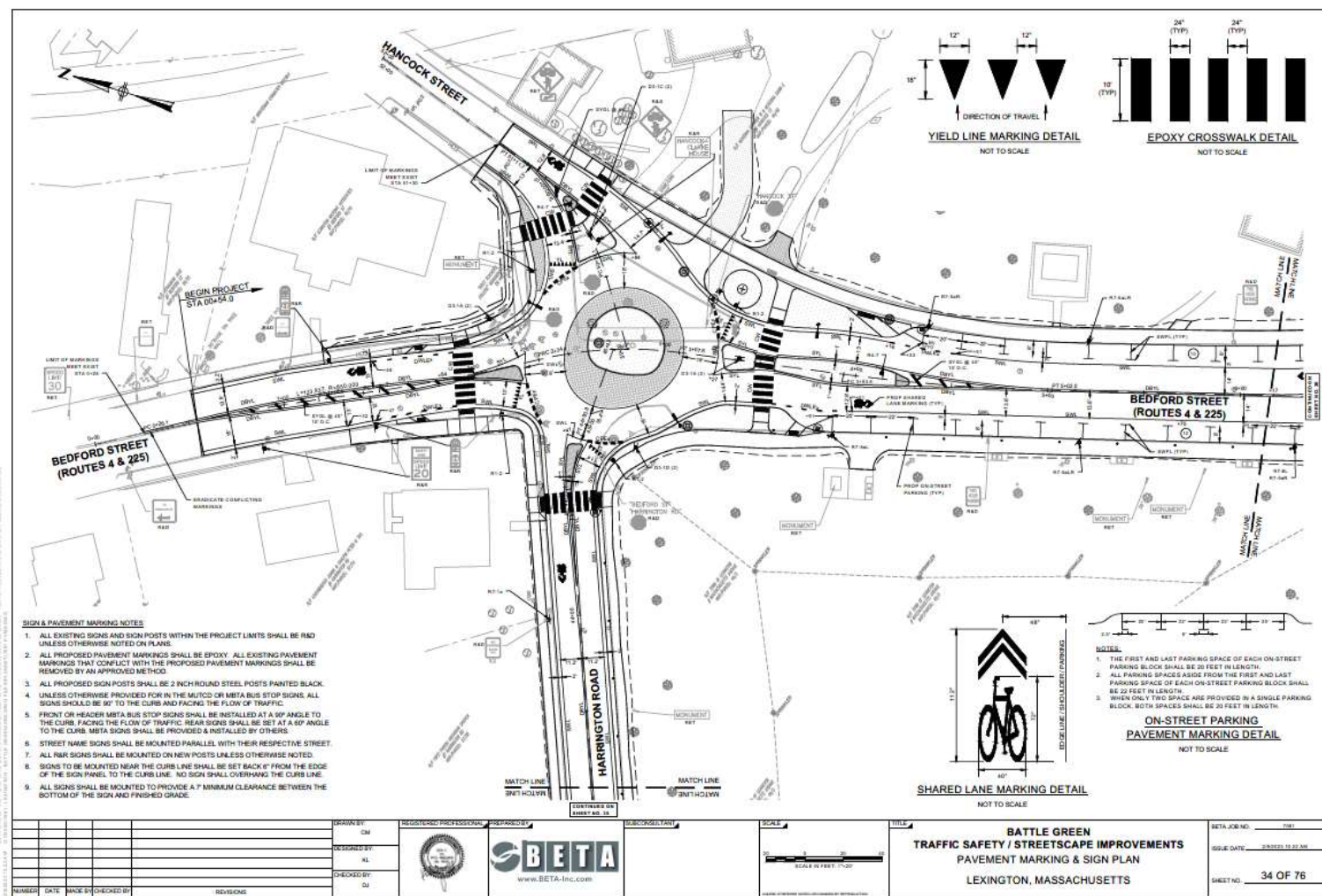
- Removal of severely distressed tree on property (complete)
- Planting of a MacIntosh Apple tree on property (pending)
- Adjusting the design plan to move the driveway as west as possible (complete)
- Regrading yard in area of tree removal (pending)
- Sodding yard in area of disturbance (pending)

Thank You

John Livsey PE, Town Engineer



Plan for discussion purposes as needed



Joe, Suzie, Jill, Doug, Mark:

As we described at the February 12th meeting, the installation of the rotary has violated our right to Quiet Enjoyment in Section 12.2 of our Land Lease and has caused us ongoing stress and safety concerns. Ultimately, the Board are the stewards of the National Historic Landmarks that encompass our property. While you have heard all the arguments as to why changes should not be made, we ask you, as our landlords and partners to take reasonable steps to protect our safety and honor the joint obligation not to negatively impact our property or landscape.

The overarching questions are:

1. Does the roundabout and all the components thereof meet the Secretary of the Interior standards? There are two abutting National Historic Landmarks that have had their relationship disturbed – Lexington Green, and Buckman Tavern (includes our leased land), Here is the quote I read of actions that are not recommended:

“Altering the relationship between the buildings and landscape features in the setting by widening existing streets, changing landscape materials, or locating new streets or parking areas where they may negatively impact the historic character of the setting. Removing or relocating historic buildings or landscape features, thereby destroying the historic relationship between buildings and the landscape in the setting.”

Secretary of the Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring & reconstructing historic buildings as Revised by Anne E. Grimmer in 2017

2. Why did we separate this Battle Green Streetscape from the Center Streetscape, if we were not going to make the accommodations necessary to preserve this historic area and essentially treat them the same?
3. Given the unintended consequences, what can be done to mitigate the impacts for us in both the short- and long-term?

To address the situation in the **long-term** we ask that the Board consider:

Our number one priority to remove the roundabout. It is an urban solution inappropriate for a National Historic Landmark. While it may move traffic around, there are a number of unsafe occurrences happening daily which include: speed of traffic heading into the roundabout, and an inadequate turning radius has for some users resulted in driving up onto the Battle Green, up onto our leased land, and the side islands. Vehicles of all sizes have also driven along Bedford Street, up and over the center of the roundabout and continued down Bedford Street, as if it didn't exist. Getting in and out of our driveway is an accident waiting to happen. When traffic tries to pull over, there is insufficient clearance to allow emergency vehicles to move through the roundabout, taking precious time from their response to crisis. Multiple vehicles approaching the roundabout from Hancock or Bedford Street try to take a left turn (witnessed just yesterday by a DPW crew). As a direct result of the installation of the roundabout we are now subject to the daily blaring of horns up to 30 times per day from as early as 6:30 am to as late as 11:30pm, as well as headlights shining into our home as drivers navigate the roundabout.

Towards this end, the Board should discuss a process for determining “whether or not the roundabout is working” within a reasonable timeframe, that reviews all the criteria appropriate for the historic area

in which it sits as well as the impact on the historic buildings at this intersection. As part of that, we ask the Board to allow us to help develop the evaluation criteria and process. Additionally, Police, Fire, DPW and others should document and report every incident related to the roundabout since it opened in fall of 2023 through calendar 2024 to be used in the evaluation.

In response to comments made by Board members and to consolidate the various prior documents, this summary lists all actions to mitigate the impacts in the **short-term** specific to 9 Hancock Street and anticipate that the Board will vote on each of these items:

1. Authorize the removal of the crosswalk between our fence and the Masonic Temple which is a safety hazard. *(Coming home from Town Meeting last night, Dawn had to catch her fall on the fence along the tip-down.)*
2. Authorize the removal of the two Type B (tall street lights) on the side of Bedford/Hancock Street coming from the Center and the moving of the type A1 (decorative) light back to the position in front of the 9 Hancock Street gate. *(The overall increased lighting, and these in particular, affect our ability to sleep and do not preserve the “dark sky” for the Flagpole lighting as called for in the BGMP).*
3. Authorize Town Counsel to work with Mr. & Mrs. McKenna to review the Land Lease and Preservation Agreement and work towards mutually agreeable modifications to mitigate the impacts and to preserve the spirit of those agreements.
4. Authorize Engineering to pay for and work with Mr. & Mrs. McKenna to apply to the HDC for changes to the driveway already made and provide required application materials, and attend hearing(s). Should Mr. & Mrs. McKenna choose to extend the fence to the new driveway, entrance, the same will apply for that application. Additionally, the Town will pay for all costs associated with the materials, staining, labor and installation of said section of fencing, and for putting a new coat of stain on the existing fence.
5. Authorize DPW to pay for and complete the following items already agreed to by Engineering:
 - a. Installation of a tree of Mr. & Mrs. McKenna’s choosing on their leased land in an acceptable location to them to replace the tree removed.
 - b. Install sod anywhere the land was disturbed.

As envisioned in the Battle Green Master Plan and for the benefit of the hundreds of thousands of visitors expecting to see the historic Battle Green for the 250th, the Board is requested to authorize these changes:

1. Reinstall the grass strip on the Battle Green along Bedford Street consistent with the Mass Ave and Harrington Road sides and reduce the size of the sidewalk to 4’ *(as had been done with the Battle Green restoration work.)*
2. Remove the type A1 light that was installed next to the benches at the Liberty Ride Trolley stop, never contemplated through the BGMP *(that area was outside the Streetscape work).*
3. Move A1 lights so that they do not block any portion of Buckman Tavern/Prince Estabrook Memorial, First Parish Church, Harrington House, and Masonic Temple.

4. Replace the stone dust walkways around the perimeter of the Battle Green with Stabilized Aggregate (*as called for through the BGMP process, stone dust was to be eliminated as it tracks into Buckman Tavern*).
5. Reduce the size of all tip downs on the Battle Green to the size of one yellow pad (4' width).
6. Remove the concrete on the Battle Green and replace with the perimeter sidewalk materials.
7. Move or underground the utility box that was newly installed at the Mass Ave. end of Harrington Road.
8. Move or underground the utility box on the Battle Green as called for in the BGMP.
9. Review the 46 lights that replaced the original 13 in the Battle Green Master Plan area, especially on the Battle Green itself, and eliminate any that can help restore the "dark sky" called for in the BGMP.
10. Rebuild the new wall at the Belfry using the same color and style of stones to match the existing wall at the corner of and along Clarke Street.
11. Remove bike flyovers
12. Require low maintenance greenery in the roundabout such as miniature boxwoods and move watering spigot underground.
13. Fill in the Hancock and Bedford Street islands with stone pavers to match the roundabout and remove the water spigots.
14. DPW already agreed to complete the following:
 - c. Changes to the area in front of the Minute Man Statue including adding grass and installation of granite.
 - d. Remove the concrete pads at the end of the walkways on either side of Buckman Tavern (*added during the Streetscape work*).
 - e. Install the Hancock-Clarke wayfinding sign in an agreed location.

Thank you,

Dawn and Stephen McKenna
9 Hancock Street

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Present Plan of Action and Timeline for Amending the Lexington Human Rights Committee Charge

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

I.3

SUMMARY:

Category: Brainstorming

Dana Bickelman, Human Services Director provided the following on Facilitated Community Conversation update:

- Staff recommended three facilitators' names and will vet them further to understand their background and experience better.
- Staff have follow-up consultations to meet with potential facilitators.
- LHRC has agreed to take the lead in the event logistics after staff feedback; will also be exploring other community partnerships for the event.
- Staff will arrange outreach and marketing for the event once a date, time, and format have been decided.
- The expected timeline is sooner rather than later.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

4/1/2024

6:35pm

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Review Request for Quotation/Proposal Document Regarding Executive Search Consultants for Town Manager Search

PRESENTER:

Board Discussion

ITEM NUMBER:

I.4

SUMMARY:

Category: Brainstorming

As a follow up to the March 27, 2024 discussion of the Town Manager Search Process, tonight the Board is being asked to review and discuss the proposed updates to the Draft Request for Quotation/Proposal Document Regarding Executive Search Consultants for Town Manager Search Board.

SUGGESTED MOTION:

N/A

FOLLOW-UP:

It is targeted to have the Board vote final version of the Request for Quotation/Proposal Document at the April 3, 2024 meeting.

DATE AND APPROXIMATE TIME ON AGENDA:

4/1/2024

6:40pm

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Recruitment RFQ 2024 draft 1.1 4.1.2024	Backup Material

REQUEST FOR QUOTATIONS #24-61

EXECUTIVE RECRUITING CONSULTANT

For the Town of Lexington

Town Manager

April 10, 2024

Response Due Date: Thursday, April 25, 2024 at 11:00 a.m.

Consultant Interviews Tentatively Scheduled for Monday, May 6, 2024 beginning at 9 a.m.

EXECUTIVE RECRUITING CONSULTANT – TOWN OF LEXINGTON

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SELECTMEN-TOWN MANAGER ACT	Attachment 1

INTRODUCTION & PROJECT DESCRIPTION

The Town of Lexington Select Board is seeking quotes from qualified executive search consultants to work with the Board and the Town in the recruitment and selection of an exceptional candidate for the position of Town Manager for the Town of Lexington.

ABOUT THE TOWN OF LEXINGTON

Current statistics about Lexington:

- Lexington's land area is 16.6 square miles.
- Approximately 63% of the land in town is in private ownership;
- Approximately 12% of the land is publicly held conservation land.
- A population of 34,074.
- Lexington has 12,385 households.
- Lexington has 6,805 public school children
- Lexington has 7,155 senior citizens.
- Per Capital Income \$102,776
- Equalized Valuation per capita: \$441,222
- Bond Rating: Aaa
- Business Tax Base: BioPharm Cluster of 31 companies and a visitor-based retail-based Center
- Commercial property taxes make up 13.2% of property tax base
- FY25 budget-all funds: \$290,052,759
- Commitment to an aggressive capital plan – recently completed state of the art Fire Headquarters, two net-zero schools, new virtually net-zero police station nearing completion, in process with MSBA for new or renovated high school as well as two major streetscape plans in the town center.
- Semiquincentennial Celebration- local, regional and state planning underway for April 19, 2025 for the 250th anniversary of the Battle of Lexington, the first battle of the American Revolution.

Lexington provides a multitude of public resources for its residents:

- Cary Memorial Library, providing resources and programming for residents of all ages
- Excellent public transportation, with buses providing access to the Boston area MBTA
- Lexington public schools have a reputation for excellence and consistently rank among the top public schools in Massachusetts.
- Cary Memorial Building, featuring Battin Hall, is home to the Lexington Symphony and many other shows and events
- Lexington Community Center, with its dining room, fitness center, game rooms and meeting rooms for community groups
- Town Human Services Department, providing Senior, Veteran, and Youth and Family resources and services
- Town Recreation and Community Programs Department, managing the Town pool and beach, and providing sports and leisure programming for children, teens and adults

A Snapshot of Lexington

Lexington was first settled in 1642 as a farming community that was part of Cambridge. It became the parish of Cambridge Farms in 1691, and was incorporated as a separate town in 1713. The town experienced rapid housing development after World War II with the growth of the Boston urban area and the decline of agriculture.

While the town is primarily residential, a number of industries and commercial establishments employ more than 16,000 people in Lexington. Services and manufacturing are the two largest employment sectors. The major shopping area is the central business district. Lexington Center is a well-maintained area with retail stores, professional offices, banks, and restaurants.

Lexington is a diverse/welcoming community with a growing and engaged Asian, South Asian, and other international population. The Town has always been blessed with active individuals, and participation of new as well as long-term residents is always welcome. Town government provides a variety of opportunities for public involvement.

We are committed to fostering a diverse, inclusive, and equitable community that thrives on the principles of respect, dignity, and fairness. We recognize that diversity enriches our community, brings together unique perspectives, and strengthens our ability to effectively serve our residents.

We aim for full inclusion by: increasing and broadening diverse participation in our professional ranks and civic activities; welcoming all people in Lexington; considering health in all decisions; and providing recreation facilities for all. We honor our rich historic traditions and take pride in Lex250th celebration events. We strive to diversify the commercial tax base to reduce financial burdens on residents allowing more to remain and lower the barriers for new residents to call Lexington home.

We are committed to being a sustainable and resilient community for all where we strive to reduce greenhouse gas emissions, create cleaner indoor and outdoor environments, and ensure all members of our community have access to the tools they need to be resilient in a changing climate.

ABOUT THE POSITION:

See Attachment 1 – Board of Selectmen-Town Manager Act.

SCHEDULE AND TIME LINE

The Select Board will vote to award the executive search consultant contract by Monday May 6 and prefer to select a new Town Manager 16 weeks after the Executive Recruiting Consultant is engaged by the Town.

SUBMISSION DEADLINE AND INSTRUCTIONS

Responses are due no later than **4:30 on Thursday, April 25, 2024** to:

Select Board Office
Lexington Town Office Building
1625 Massachusetts Avenue
Lexington, MA 02420

Or via email: Selectboard@lexingtonma.gov

The following information is specifically required:

1. Name and address of applicant, telephone/fax numbers and e-mail address.
2. Brief résumé of principals and of the staff to be assigned to the Project.
3. List of completed projects that would best illustrate qualifications for the Project including full project timeline from inception to completion.
4. Three references for projects of a similar or larger scope, size and complexity, with contact name, title and telephone number of the person who can speak to the quality of services provided for similar Town Manager /Town Administrator recruitment processes.
5. Names and qualifications of any outside vendors that may be used for the Project.
6. Statement of the scope and type of services proposed for the Project. Based on the guidelines and information in this RFQ, the applicant should describe the process and methodology to be used in the completion of services with specific reference to examples of similar projects in which this methodology has been used and diversity of applicant pool recruited.
7. Statement of any legal or administrative proceedings, pending or concluded adversely, to the applicant within the past five (5) years which relate to the applicant's performance of this type of work.
8. Appropriate certifications of insurance.
9. Provide samples of work, such as reports, a sample position profile, evaluation forms and other decision-making tools
10. Summary of expected costs, including estimated consulting fees, advertisement costs, travel expenses (including expected number of trips) and other miscellaneous costs
11. A current firm brochure may be submitted with the proposal.
12. Completion of the forms located at the end of this RFQ package.

Note: For other governmental entities that may be responding to this RFQ:

- Tax Compliance Certification: Indicate on this document that as a governmental entity, this does not apply.
- Certificate of Corporate Authority: Indicate on this document that as a governmental entity, this does not apply.
- Non Collusion: Head of governmental office responding to the RFQ can sign this form.

13. Fee Proposal: The Select Board expects that while the final fee will be negotiated

(largely based on the number of stakeholder meetings it requests) proposals should include a separate fee proposal based on the scope of work outlined.

INSURANCE AND IDEMNIFICATION

The selected firm shall obtain and maintain at its own expense, general liability/property and motor vehicle liability insurance policies protecting the Town of Lexington in connection with any operations included in this contract, and shall have the Town of Lexington listed as additionally insured on the policies. General liability coverage shall be in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for general liability and property damage. Workers' compensation insurance and motor vehicle liability insurance shall be in the amounts that are in accordance with the requirements of Massachusetts law, unless otherwise waived by the Town.

Indemnification: The successful applicant shall agree to indemnify and hold harmless the Town of Lexington and its officers, boards and employees, and the Select Board, from and against all claims, causes of action, suits, damages and liability of any kind which arise out of the negligence or willful misconduct of the successful applicant or its officers, employees, agents and representatives regarding the project manager services performed.

Proposals must be signed as follows:

1. If the proposer is an individual, by her/him personally.
2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner.
3. If the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and corporate seal affixed.

The Lexington Select Board, as the awarding authority, reserves the right to accept any proposal in whole, and to reject any and all proposals if it shall be deemed in the best interests of the Town of Lexington to do so.

QUESTIONS, ADDENDUM, OR PROPOSAL MODIFICATION

Questions concerning this request must be submitted via email to [Kim Katzenback](mailto:kkatzenback@lexingtonma.gov) kkatzenback@lexingtonma.gov. Inquiries must be received no later than 1:00 PM on Friday, April 19, 2024 in order to be considered. Responses to inquiries that affect all bidders or modifications to the RFQ will be issued as an addendum via email to all applicants on record as having received the RFQ.

All proposals submitted in response to this RFQ shall remain firm for ninety (90) days following the response deadline. It is the Town's intent to award the contract within 30 days after the response deadline. The time for award may be extended for up to 45 additional days by mutual agreement between the Select Board and the highest ranked applicant, on the basis of the responses to the Scope of Work stated below.

After the response deadline, an applicant may not change any provision of the proposal in a manner prejudicial to the interests of the Town of Lexington or fair competition. Minor informalities may be waived or the applicant may be allowed to correct them.

SCOPE OF WORK

The consultant shall:

1. Meet with the Select Board and Screening Committee as frequently and for such time as may be necessary to carry out their work;
2. Prepare, in consultation with and approval by the Select Board, a plan for the search, recruitment and selection of a qualified candidate for the position of Town Manager;
3. Assist in establishing a profile of the desired candidate, reflecting the qualities and attributes the Select Board believes the Town Manager should possess. The Select Board believes that the successful candidate will comply with the Code of Ethics of the ICMA or Massachusetts Municipal Management Association;
4. Create a profile for the Town of Lexington that encompasses the uniqueness of the community, demographics, economic stability, strong sense of volunteerism, and form of government;
5. Review the Board of Selectmen-Town Manager Act (Attachment 1);
6. Develop and conduct a plan to advertise the position, including preparation of advertisements for publication and listing of professional recruiting avenues.
7. Oversee and guide the screening committee in soliciting community input through listening and discussion sessions with Town Boards and Committees, Town employees, citizens and other community stakeholders, as outlined in the timeline, to help inform the Select Board and Screening Committee on the qualities, strengths and management style desired in a new Town Manager. This shall include assistance in developing the process for soliciting opinions, creating vehicles for eliciting stakeholder feedback, compiling results and reporting conclusions. Consultant(s) to present findings and recommendations from stakeholders and information gathering process to Select Board.
8. Assist the Select board in establishing selection criteria for evaluating Town Manager candidates
9. Utilize the consultant's network of local government professionals and other search activities to recruit a diverse pool of qualified applicants that match the established candidate profile of this position;

10. Identify potential candidates suitable for position and motivate them to apply;
11. Directly receive all applications/resumes. Prepare a recruitment report of all candidates meeting the requirements of the position profile from the submitted applications with recommendations of possible candidates for review; Specify disqualifying reason for any candidates not recommended;
12. Provide appropriate training and guidance to Screening Committee and Select Board;
13. Assist the Screening Committee in reviewing applications, including provision of preliminary background screening for any candidates to be interviewed;
14. Assist the Screening Committee in vetting and interviewing of candidates, including development of questions, essays, and scenarios, and handling of all scheduling and logistics. Interviews may include initial virtual screenings, but strong preference for semi-final interviews to be in person;
15. Assist the Select Board, collectively and individually, as well as any resident or staff panel, in preparing for interviews in executive session and in open session under the Massachusetts Open Meeting law as appropriate;
16. Conduct a full reference and background check (including social media) of the finalists prior to any interview by the Select Board;
17. Organize and moderate a public “meet and greet” session for the finalists;
18. Assist in negotiating and drafting of employment agreement and terms and conditions with the finalist, generally assist in hiring process up to and including acceptance of an Employment Agreement by the selected candidate as requested by Select Board and/or Town’s Human Resources department;
19. Make every effort to successfully complete the requirements of this Contract within 16 weeks from the date of the signed contract;
20. Conduct other related tasks as may be requested by the Select Board.

TIMELINE:

Interviews of consultants for this project are tentatively scheduled for Monday, May 6, 2024 at 9 a.m.

Proposed dates to develop ideal candidate profile (tentative). The Select Board understands that this is an aggressive schedule and may need to be flexible in meeting dates.

- May 8-10: Consultant meets individually with Select Board Members and Executive Clerk
- May 13: Consultant meets with Screening Committee to discuss roles and meeting timeline
- May 14: Consultant meets with Senior Management Team
- May 15: Consultant meets with boards/committees
- May 16: Consultant meets with employees
- May 17: Consultant meets with interested community members
- May 20: Consultants meets with Select Board to review profile of ideal candidate

The Town desires that the consultant make every effort to bring this process to completion within 16 weeks from the signed contract for services but recognizes that scheduling of various meetings may extend this timeline.

MINIMUM REQUIREMENTS/QUALIFICATIONS

Consultants shall have been in the business of providing recruitment services for a minimum of (3) three years. The Lead consultant shall have successfully completed a similar process presenting a diverse pool of candidate applicants in a similar timeframe for the selection of at least (3) three similar positions such as Town Manager or Town Administrator for comparable communities within the past thirty-six months. Consultant shall provide diversity profile of applicants for each such position and timeline of completed process

FEE

The proposed fee for this project should be included as part of the quote response and will be negotiated **upon selection and agreed upon workplan**. The fee will include all expenses, direct and indirect, for this project. All proposals shall belong to the Town of Lexington. The successful applicant shall agree to comply with all applicable federal, state and local laws in its performance of its contract with the Town of Lexington.

TOWN OF LEXINGTON

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the below named business is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Date) (Signature of individual submitting bid or proposal)

(Printed name of person signing bid or proposal)

(Name of business)

(Business address)

(Business phone number)

MUST BE COMPLETED AND INCLUDED WITH SUBMISSION

TOWN OF LEXINGTON

CERTIFICATE OF CORPORATE AUTHORITY

The principal, officer or person to sign below pledges under penalties of perjury, that he or she has been designated by the owner(s) or the Board of Directors of the below named firm as an authorized representative.

(Date) (Signature of individual submitting bid or proposal)

(Printed name and title of person signing bid or proposal)

(Name of business)

(Business address)

(Business phone number)

MUST BE COMPLETED AND INCLUDED WITH SUBMISSION

TOWN OF LEXINGTON

NON-COLLUSION STATEMENT

CONTRACTOR'S CERTIFICATION IN BID/PROPOSAL TO BE ATTACHED TO CONTRACT

Any person submitting a Bid or Proposal for the procurement or disposal of supplies and services to any governmental body shall certify in writing, on the Bid or Proposal, as follows:

“The undersigned certifies under penalties of perjury that this Bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.”

(Date) (Signature of person signing bid or proposal)

(Printed name of person signing bid or proposal)

(Title)

(Name of Business)

(Business address)

(Business Phone Number)

MUST BE COMPLETED AND INCLUDED WITH SUBMISSION

SIGNATURE PAGE

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.
2. No consultant to, or subcontractor for the applicant has given, offered, or agreed to give any gift, contribution or offer of employment to the applicant, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the applicant.
3. That no person, corporation, or, other entity other than a bona fide full-time employee of the applicant has been retained or hired to solicit for, or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

I hereby attest with full knowledge of the penalties for perjury, as in accordance with Massachusetts G.L. C.7, S.38E that all information provided in this application for services is correct.

Firm

Signee (written)

Signee (typed/printed)

Title

Date

MUST BE COMPLETED AND INCLUDED WITH SUBMISSION

ATTACHMENT 1

BOARD OF SELECTMEN-TOWN MANAGER ACT

|

REQUEST FOR QUOTATIONS #24-61

EXECUTIVE RECRUITING CONSULTANT

For the Town of Lexington

Town Manager

April 10, 2024

| Response Due Date: ~~Friday~~Thursday, April ~~26~~25, 2024 at 11:00 a.m.
Consultant Interviews Tentatively Scheduled for Monday, May 6, 2024 beginning at 9 a.m.
EXECUTIVE RECRUITING CONSULTANT - TOWN OF LEXINGTON

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SELECTMEN-TOWN MANAGER ACT	Attachment 1

INTRODUCTION & PROJECT DESCRIPTION

The Town of Lexington Select Board is seeking quotes from qualified executive search consultants to work with the Board and the Town in the recruitment and selection of an exceptional candidate for the position of Town Manager for the Town of Lexington.

ABOUT THE TOWN OF LEXINGTON

Current statistics about Lexington:

- Lexington's land area is 16.6 square miles.
- Approximately 63% of the land in town is in private ownership;
- Approximately 12% of the land is publicly held conservation land.
- A population of 32,478^{34,074}.
- Lexington has 11,530^{12,385} households.
- Lexington has 7,072^{6,805} public school children
- Lexington has 8,462^{7,155} senior citizens.
- Per Capital Income \$42,264^{102,776}
- Equalized Valuation per capita: \$328,658^{441,222}
- Bond Rating: Aaa
- Business Tax Base: BioPharm Cluster of 30³¹ companies and a visitor-based retail-based Center
- Commercial property taxes make up 20^{13.2}% of property tax base
- ~~FY18-FY25~~ budget-all funds: \$257,329,594^{290,052,759}
- Commitment to an aggressive capital plan – recently completed state of the art Fire Headquarters, two net-zero schools, new virtually net-zero police station nearing completion, in process with MSBA for new or renovated high school as well as two major streetscape plans in the town center.
- Semiquincentennial Celebration- local, regional and state planning underway for April 19, 2025 for the 250th anniversary of the Battle of Lexington, the first battle of the American Revolution.

Lexington provides a multitude of public resources for its residents:

- Cary Memorial Library, providing resources and programming for residents of all ages
- Excellent public transportation, with buses providing access to the Boston area MBTA
- Lexington public schools have a reputation for excellence and consistently rank among the top public schools in Massachusetts.~~Outstanding public schools~~
- Cary Memorial Building featuring Battin Hall, is home to the Lexington Symphony and many other shows and events
- Lexington Community Center, with its dining room, fitness center, game rooms and meeting rooms for community groups
- Town Human Services Department, providing Senior, Veteran, and Youth and Family resources and services
- Town Recreation and Community Programs Department, managing the Town pool and beach, and providing sports and leisure programming for children, teens and adults

A Snapshot of Lexington

Commented [KK1]: Following comment from a member:
Do not believe that very many people in Lexington would consider MBTA service in Lexington to be "excellent". MBTA service is also not provided by Town of Lexington. Consider removing this bullet.

Lexington was first settled in 1642 as a farming community that was part of Cambridge. It became the parish of Cambridge Farms in 1691, and was incorporated as a separate town in 1713. The town experienced rapid housing development after World War II with the growth of the Boston urban area and the decline of agriculture.

While the town is primarily residential, a number of industries and commercial establishments employ more than 16,000 people in Lexington. Services and manufacturing are the two largest employment sectors. The major shopping area is the central business district. Lexington Center is a well-maintained area with retail stores, professional offices, banks, and restaurants.

Lexington is a diverse/welcoming community with a growing and engaged Asian, South Asian, and other international Chinese, Indian and Korean population. The Town has always been blessed with ~~an active citizenry~~ individuals, and participation of new as well as long-term residents is always welcome. Town government provides a variety of opportunities for ~~citizen~~ public involvement.

~~In recent years the Select Board has established a commitment to sustainable practices in the development of infrastructure (LEED Silver municipal and school buildings), transportation (A Complete Streets community) and the environment (A Green community).~~

We are committed to fostering a diverse, inclusive, and equitable community that thrives on the principles of respect, dignity, and fairness. We recognize that diversity enriches our community, brings together unique perspectives, and strengthens our ability to effectively serve our residents.

We aim for full inclusion by: increasing and broadening diverse participation in our professional ranks and civic activities; welcoming all people in Lexington; considering health in all decisions; and providing recreation facilities for all. We honor our rich historic traditions and take pride in Lex250th celebration events. We strive to diversify the commercial tax base to reduce financial burdens on residents allowing more to remain and lower the barriers for new residents to call Lexington home.

We are committed to being a sustainable and resilient community for all where we strive to reduce greenhouse gas emissions, create cleaner indoor and outdoor environments, and ensure all members of our community have access to the tools they need to be resilient in a changing climate.

ABOUT THE POSITION:

See Attachment 1 – Board of Selectmen-Town Manager Act.

SCHEDULE AND TIME LINE

Commented [KK2]: A member noted that “international” may not be the word

Commented [KK3]: A member suggested perhaps using “volunteers” or “volunteer community”

Commented [KK4]: A member suggested maybe mentioning being the first community to adopt MBTA zoning. Likely to require some significant attention from a future Town Manager.

The Select Board will vote to award the executive search consultant contract by Monday May 6 and prefer to select a new Town Manager 16 weeks after the Executive Recruiting Consultant is engaged by the Town.

SUBMISSION DEADLINE AND INSTRUCTIONS

Responses are due no later than **4:30 on Thursday, April 25, 2024 to:**

Select Board Office
Lexington Town Office Building
1625 Massachusetts Avenue
Lexington, MA 02420

Or via email: Selectboard@lexingtonma.gov

The following information is specifically required:

1. Name and address of applicant, telephone/fax numbers and e-mail address.
2. Brief résumé of principals and of the staff to be assigned to the Project.
3. List of completed projects that would best illustrate qualifications for the Project including full project timeline from inception to completion.
4. Three references for projects of a similar or larger scope, size and complexity, with contact name, title and telephone number of the person who can speak to the quality of services provided for similar Town Manager /Town Administrator recruitment processes.
5. Names and qualifications of any outside vendors that may be used for the Project.
6. Statement of the scope and type of services proposed for the Project. Based on the guidelines and information in this RFQ, the applicant should describe the process and methodology to be used in the completion of services with specific reference to examples of similar projects in which this methodology has been used and diversity of applicant pool recruited.
7. Statement of any legal or administrative proceedings, pending or concluded adversely, to the applicant within the past five (5) years which relate to the applicant's performance of this type of work.
8. Appropriate certifications of insurance.
9. Provide samples of work, such as reports, a sample position profile, evaluation forms and other decision-making tools
10. Summary of expected costs, including estimated consulting fees, advertisement costs, travel expenses (including expected number of trips) and other miscellaneous costs
11. A current firm brochure may be submitted with the proposal.
12. Completion of the forms located at the end of this RFQ package.

Note: For other governmental entities that may be responding to this RFQ:

- Tax Compliance Certification: Indicate on this document that as a governmental entity, this does not apply.
- Certificate of Corporate Authority: Indicate on this document that as a governmental entity, this does not apply.

Commented [KK5]: A member suggested to remove “/fax numbers”

- Non Collusion: Head of governmental office responding to the RFQ can sign this form.

13. Fee Proposal: The Select Board expects that while the final fee will be negotiated (largely based on the number of stakeholder meetings it requests) proposals should include it would still like a separate fee proposal based on the scope of work outlined.

INSURANCE AND IDEMNIFICATION

The selected firm shall obtain and maintain at its own expense, general liability/property and motor vehicle liability insurance policies protecting the Town of Lexington in connection with any operations included in this contract, and shall have the Town of Lexington listed as additionally insured on the policies. General liability coverage shall be in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for general liability and property damage. Workers' compensation insurance and motor vehicle liability insurance shall be in the amounts that are in accordance with the requirements of Massachusetts law, unless otherwise waived by the Town.

Indemnification: The successful applicant shall agree to indemnify and hold harmless the Town of Lexington and its officers, boards and employees, and the Select Board, from and against all claims, causes of action, suits, damages and liability of any kind which arise out of the negligence or willful misconduct of the successful applicant or its officers, employees, agents and representatives regarding the project manager services performed.

Proposals must be signed as follows:

1. If the proposer is an individual, by her/him personally.
2. If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner.
3. If the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and corporate seal affixed.

The Lexington Select Board, as the awarding authority, reserves the right to accept any proposal in whole, and to reject any and all proposals if it shall be deemed in the best interests of the Town of Lexington to do so.

QUESTIONS, ADDENDUM, OR PROPOSAL MODIFICATION

Questions concerning this request must be submitted via email to ~~Elizabeth Mancini-emancini@lexingtonma.gov~~ [Kim Katzenback kkatzenback@lexingtonma.gov](mailto:Kim.Katzenback@lexingtonma.gov). Inquiries must be received no later than 1:00 PM on Friday, April 19, 2024 in order to be considered. Responses to inquiries that affect all bidders or modifications to the RFQ will be issued as an addendum via email to all applicants on record as having received the RFQ.

All proposals submitted in response to this RFQ shall remain firm for ninety (90) days following the response deadline. It is the Town's intent to award the contract within 30 days after the response deadline. The time for award may be extended for up to 45 additional days by mutual agreement between the Select Board and the highest ranked applicant, on the basis of the responses to the Scope of Work stated below.

After the response deadline, an applicant may not change any provision of the proposal in a manner prejudicial to the interests of the Town of Lexington or fair competition. Minor informalities may be waived or the applicant may be allowed to correct them.

SCOPE OF WORK

The consultant shall:

1. Meet with the Select Board and Screening Committee as frequently and for such time as may be necessary to carry out ~~his or her~~their work;
2. Prepare, in consultation with and approval by the Select Board, a plan for the search, recruitment and selection of a qualified candidate for the position of Town Manager;
3. Assist in establishing a profile of the desired candidate, reflecting the qualities and attributes the Select Board believes the Town Manager should possess. The Select Board believes that the successful candidate will comply with the Code of Ethics of the ICMA or Massachusetts Municipal Management Association;
4. Create a profile for the Town of Lexington that encompasses the uniqueness of the community, demographics, economic stability, strong sense of volunteerism, and form of government;
5. Review the Board of Selectmen-Town Manager Act (Attachment 1);
6. Develop and conduct a ~~targeted~~ plan to advertise the position, including preparation of advertisements for publication and listing of ~~diverse~~ professional recruiting avenues. ~~Utilize the consultant's network of local government professionals and other search activities to recruit a diverse pool of qualified applicants that match the established candidate profile of this position;~~
7. Oversee and guide the screening committee in soliciting community input through ~~community~~ listening and discussion sessions with Town Boards and Committees, Town employees, citizens and other community stakeholders, as outlined in the timeline, to help inform the Select Board and Screening Committee on the qualities, strengths and ~~management style and characteristics of candidates they envision for~~ desired in a new the Town Manager. This shall include assistance in developing the process for soliciting

opinions, creating vehicles for eliciting stakeholder feedback, compiling results and reporting conclusions. Consultant(s) to present findings and recommendations from stakeholders and information gathering process to Select Board.;

8. Assist the Select board in establishing selection criteria for evaluating Town Manager candidates
9. Utilize the consultant's network of local government professionals and other search activities to recruit a diverse pool of qualified applicants that match the established candidate profile of this position;
10. Identify potential candidates suitable for position and motivate them to apply;
11. Directly receive all applications/resumes. Prepare a recruitment report of all candidates meeting the requirements of the position profile from the submitted applications with recommendations of possible candidates for review; Specify disqualifying reason for any candidates not recommended;
12. Provide appropriate training and guidance to Screening Committee and Select Board;
13. Assist the Screening Committee in reviewing applications, including provision of preliminary background screening for any candidates to be interviewed-;
14. Assist the Screening Committee in vetting and interviewing of candidates, including development of questions, essays, and scenarios, and handling of all scheduling and logistics. Interviews may include initial virtual screenings, but strong preference for semi-final interviews to be in person;
15. Assist the Select Board, collectively and individually, as well as any resident or staff panel, in preparing for interviews in executive session and in open session under the Massachusetts Open Meeting law as appropriate;
16. Conduct a full reference and background check (including social media) of the finalists prior to any interview by the Select Board;
17. Organize and moderate a public "meet and greet" session for the finalists;
- ~~18. Potentially schedule and attend site visits to an applicants' current community;~~
- ~~19.~~18. Assist in negotiating and drafting of employment agreement and terms and conditions with the finalist, generally assist in hiring process up to and including acceptance of an Employment Agreement by the selected candidate as requested by Select Board and/or Town's Human Resources department;

~~20-19.~~ Make every effort to successfully complete the requirements of this Contract within 16 weeks from the date of the signed contract;

~~21-20.~~ Conduct other related tasks as may be requested by the Select Board.

TIMELINE:

Interviews of consultants for this project are tentatively scheduled for Monday, May 6, 2024 at 9 a.m.

Commented [KK6]: Subject to revised issuance date

Proposed dates to develop ideal candidate profile (tentative). The Select Board understands that this is an aggressive schedule and may need to be flexible in meeting dates, particularly around the May 20th date to review profile of ideal candidate.

- May 8-10: Consultant meets individually with Select Board Members and Executive Clerk
- May 13: Consultant meets with Screening Committee to discuss roles and meeting timeline
- May 14: Consultant meets with Senior Management Team
- May 15: Consultant meets with boards/committees
- May 16: Consultant meets with employees
- May 17: Consultant meets with interested community members
- May 20: Consultants meets with Select Board to review profile of ideal candidate

The Town desires that the consultant make every effort to bring this process to completion within 16 weeks from the signed contract for services but recognizes that scheduling of various meetings may extend this timeline.

MINIMUM REQUIREMENTS/QUALIFICATIONS

Consultants shall have been in the business of providing recruitment services for a minimum of (3) three years. The Lead consultant shall have successfully completed a similar process presenting a diverse pool of candidate applicants in a similar timeframe for the selection of at least (3) three similar positions such as Town Manager or Town Administrator for comparable communities within the past thirty-six months. Consultant shall provide diversity profile of applicants for each such position and timeline of completed process

FEE

The proposed fee for this project should be included as part of the quote response and will be negotiated **upon selection and agreed upon workplan**. The fee will include all expenses, direct and indirect, for this project. All proposals shall belong to the Town of Lexington. The

|

successful applicant shall agree to comply with all applicable federal, state and local laws in its performance of its contract with the Town of Lexington.

DRAFT

TOWN OF LEXINGTON

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, the below named business is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Date) (Signature of individual submitting bid or proposal)

(Printed name of person signing bid or proposal)

(Name of business)

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TOWN OF LEXINGTON

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The principal, officer or person to sign below pledges under penalties of perjury, that he or she has been designated by the owner(s) or the Board of Directors of the below named firm as an authorized representative.

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TOWN OF LEXINGTON

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"The undersigned certifies under penalties of perjury that this Bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals."

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(Printed name of person signing bid or proposal)

(Title)

(Name of Business)

(Business address)

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SIGNATURE PAGE

The applicant hereby certifies that:

1. The applicant has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of contract for these services.
2. No consultant to, or subcontractor for the applicant has given, offered, or agreed to give any gift, contribution or offer of employment to the applicant, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the applicant.
3. That no person, corporation, or, other entity other than a bona fide full-time employee of the applicant has been retained or hired to solicit for, or in any way assist the applicant in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the applicant.

I hereby attest with full knowledge of the penalties for perjury, as in accordance with Massachusetts G.L. C.7, S.38E that all information provided in this application for services is correct.

Firm

Signee (written)

Signee (typed/printed)

Title

Date

MUST BE COMPLETED AND INCLUDED WITH SUBMISSION

ATTACHMENT 1

BOARD OF SELECTMEN-TOWN MANAGER ACT

DRAFT