

Council/Staff Planning Session

1. Meeting Date And Time

- 1.I. January 28, 2026, 5:30 P.m. City Council, Mayor, And City Staff Will Be Attending In Person In The Zastrow Room At The Public Library. The Public Can Attend In Person Or Via Zoom.com: Meeting ID 787 065 8066. Phone Number To Call To Participate Via Telephone: 312-626-6799.

2. Call To Order

3. Mayor's Comments

4. UMB Municipal Advisor Agreement

Documents:

[UMBFSI MUNICIPAL ADVISORY ENGAGEMENT LETTER AND DISCLOSURES - CITY OF CHARLES CITY IA.PDF](#)

5. Discussion On Plan For Future Engineering Services

6. Discussion On Ambulance Feasibility Study

Documents:

[AMBULANCE FEASIBILITY STUDIES.PDF](#)

7. City Administrator Report

8. Board, Commission Or Committee Reports

9. Adjourn

UMB FINANCIAL SERVICES, INC.
MUNICIPAL ADVISOR ENGAGEMENT LETTER

Name of Appropriate Official/Officer:

Nathan Summers, Senior Vice President, Public Finance

Municipal Entity/Obligated Person Name:

City of Charles City, Iowa // Tyler Trout, City Administrator

UMB FINANCIAL SERVICES, INC. (“Municipal Advisor”) appreciates the opportunity to serve as municipal advisor to **the City of Charles City, Iowa** (“Client”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the “Effective Date”).

1. Scope of Services.

(a) *Services to be provided.* Municipal Advisor is engaged by Client as its municipal advisor to provide the services with respect to the issuances of municipal securities (“Issues”) or municipal financial products (“Products”) set forth in **Appendix A** (the “Scope of Services”).

(b) *Limitations on Scope of Services.* The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

(iv) If Client has designated Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in

the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor's prior written consent.

(v) Municipal Advisor is engaged as an independent contractor and will accomplish the services under this Agreement in such capacity. Client will have no control or supervisory powers as to the detailed manner or method of Municipal Advisor's performance of the services under this Agreement.

(c) ***Amendment to Scope of Services.*** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. Municipal Advisor's Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice regarding any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term of this Engagement. The term of this Agreement begins on the Effective Date and shall continue unless earlier terminated as provided below.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

Upon receipt of such termination notice, Municipal Advisor and Client shall mutually determine the scope of work reasonably expected to be completed prior to the termination date, for which Client shall be liable for payment. Upon payment for work performed through the termination date, Municipal Advisor shall deliver to Client any requested studies, reports, documents, specifications, calculations, plans, estimates, summaries and other information and materials accumulated in performing this Agreement. Client shall pay Municipal Advisor for all work and services rendered up to the termination date, in accordance with the terms, limits and conditions of this Agreement.

4. Compensation.

(a) ***Fees and expenses.*** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth in **Appendix B** hereto.

(b) ***Limitation of liability.*** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. Client further agrees that Municipal Advisor's total liability under this Agreement, for any reason, including but not limited to, any alleged negligence by or of Municipal Advisor, shall not exceed the total amount paid under this agreement.

No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

5. Non-Exclusive Services. Client understands and agrees that Municipal Advisor and its affiliates may perform, among other things, brokerage, investment advisory, or consulting services for other clients. Client recognizes that Municipal Advisor and its affiliates may give advice and take action in the performance of its duties for such other clients (including those who may have similar municipal advisory issues) that may differ from the services provided, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall impose upon Municipal Advisor or any of its affiliates any obligation to provide the services in the same manner as they may provide services to any of their other clients. Municipal Advisor will not use

information provided by the Client for the benefit of any other client or to the disadvantage of the Client.

6. **Confidentiality**. Both parties agree and acknowledge that, except as required by law, each party will treat as confidential all non-public information of the other party ("Confidential Information"). Neither party shall disclose or use such Confidential Information other than to accomplish the purposes of this Agreement. Each party also understands that it is responsible for complying with applicable state and federal laws as well as any applicable regulatory agency and self-regulatory organization rules and regulations pertaining to the protection of client information.

7. **Required Disclosures**. MSRB Rule G-42 requires that Municipal Advisor provide Client with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

8. **Waiver of Jury Trial**. EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

9. **Choice of Law**. This Agreement shall be construed and given effect in accordance with the laws of the State of Iowa.

10. **Binding Effect; Assignment**. This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement**. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

12. **Severability**. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. **No Third-Party Beneficiary**. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. Authority. The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have Client’s authority to direct Municipal Advisor’s performance of its activities under this Agreement:

Name: Tyler Trout

Title: City Administrator

Name: Dean Andrews

Title: Mayor

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

UMB FINANCIAL SERVICES, INC. (“Municipal Advisor”)

By: 

Title: Senior Vice President

Date: December 10, 2025

ACCEPTED AND AGREED:

CITY OF CHARLES CITY, IOWA (“Client”)

By: _____

Title: _____

Date: _____

**APPENDIX A –
SCOPE OF SERVICES**

Municipal Advisor agrees to work with Client’s Financing Team, including Client staff member(s) and other professionals such as Bond Counsel, to assist in the Issuance and provide the following scope of services in connection with the Issuance:

Retainer Services.

- Provide loan amortization schedules for internal loans.
- Assist the City Clerk and City Administrator with preparation of summary budget analysis.
- Work with Client’s staff member(s) to deliver recommendations regarding budget, fund transfers and fund balances.
- Attend Council and Town Hall meetings as the Municipal Advisor deems reasonable to convey updates.
- Assist with Tax Increment Finance (TIF) reporting and certification to the Iowa Department of Management and to the Client’s County Auditor.
- Provide Water and Sewer Enterprise fund pro forma analyses.
- Analyze Client’s capacity and provide potential options to complete projects on its Capital Improvement Plan.
- Scope of Services will include up to 50 hours of work not pertaining to Capital Markets Advisory Services (as defined below). Additional time spent will be approved in writing by the Client and will incur additional fees as laid out in Appendix B.

Capital Markets Advisory Services. Provide the following services with respect to Client’s Capital Markets Bond Issue(s):

- Evaluate alternative financing structures with respect to the proposed new Issue
- Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue
- Assist Client in establishing a plan of financing
- Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue
- Prepare the financing schedule
- Consult and meet with representatives of Client and its agents or consultants with respect to the Issue
- Attend meetings of Client’s governing body, as requested
- Advise Client on the manner of sale of the Issue
- Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement
- If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an

- electronic version of the official statement to the winning underwriter
- If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
 - Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
 - Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent
 - In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder
 - In a negotiated sale, assist Client in the selection of underwriters
 - At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
 - In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
 - Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
 - Review required underwriter disclosures to Client
 - Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
 - Respond to questions from bidders, underwriters or potential investors
 - Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
 - Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue
 - Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
 - Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
 - Provide such other usual and customary financial advisory services as may be requested by Client

**APPENDIX B –
COMPENSATION**

Fees for the services provided by Municipal Advisor to Client under this Agreement and the manner for payment of expenses incurred by Municipal Advisor in the course of performing its services are as set forth below:

1. Appendix A – Retainer Services

\$20,000 annual retainer fee for up to 50 billable hours.

Half of the fee will be invoiced on December 1 and the other half on June 1.

For every hour thereafter, the fee will be \$350 per hour. Additional hourly fees will be invoiced monthly until the subsequent July 1.

In the event of termination of this Agreement, the fee will be prorated based on days served in the current period commencing July 1 (i.e. number of days since last July 1 to termination divided by 365) or billable hours of work completed, whichever is greater, and fees will be prorated and due immediately.

2. Appendix A – Capital Markets Advisory Services

\$12,500 per series plus \$2.50 per thousand of par amount of the SRF or Bank loan(s)

\$17,500 per series plus \$3.50 per thousand of par amount of Capital Markets financing requiring preparation of official statement and negotiated/competitive sale of bonds

**DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR
UMB FINANCIAL SERVICES, INC.**

This Disclosure Statement is provided by **UMB FINANCIAL SERVICES, INC.** (“Municipal Advisor”) to **the City of Charles City, Iowa** (“Client”) in connection with the Municipal Advisor Engagement Letter dated **December 10, 2025** (“Agreement”) and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide their clients with disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of Municipal Advisor’s conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to Municipal Advisor’s financial or other interests. In addition, because Municipal Advisor is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Municipal Advisor’s municipal advisory supervisory structure, leveraging its long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. UMB Bank, n.a., an affiliate of Municipal Advisor (“Affiliate”), has or is expected to provide certain services or products to or on behalf of Client that is directly related to Municipal Advisor’s activities within the Scope of Services under this Agreement. In particular, Affiliate may trade in Client’s municipal securities or provide funding to Client or purchasers of Client’s municipal securities. Affiliate’s business with Client could create an incentive for

Municipal Advisor to recommend to Client a course of action designed to increase the level of Client's business activities with Affiliate or to recommend against a course of action that would reduce or eliminate Client's business activities with Affiliate. If Municipal Advisor makes a recommendation to Client that could influence the level of business with Affiliate, Municipal Advisor will consider alternatives to such recommendation, which will be disclosed to Client along with the impact that the recommendation and its alternatives would have on the business activities of Client with Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to its own comprehensive regulatory regime as a national bank under the applicable federal banking laws under which it operates.

II. Compensation-Based Conflicts. If the fees due under this Agreement are based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above, including our duty of loyalty to Client. in performing all municipal advisory activities for Client.

Alternatively, if the fees due under this Agreement are in a fixed amount established at the outset of the Agreement, the amount is usually based upon an analysis by Client and Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Alternatively, if the fees due under this Agreement are based on hourly fees of Municipal Advisor's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

III. Other Municipal Advisor or Underwriting Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal

entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. Municipal Advisor fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

IV. Broker-Dealer and Investment Advisory Business. Municipal Advisor is a broker-dealer and registered investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Municipal Advisor that operate independently from Municipal Advisor's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

V. Secondary Market Transactions in Client's Securities. Municipal Advisor or its affiliates such as UMB Bank, n.a., in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore Municipal Advisor could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. Municipal Advisor or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Municipal Advisor or its affiliates that operate independently from Municipal Advisor's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

VI. Reserved.

VII. Solicitors/Payments Made to Obtain/Retain Client Business

MUNICIPAL ADVISOR neither utilizes solicitors to secure municipal advisor engagements, nor make direct or indirect payments to obtain or retain municipal advisory engagements with Client.

VIII. Payments from Third Parties

MUNICIPAL ADVISOR does not receive any direct or indirect payments from third-parties to enlist MUNICIPAL ADVISOR's recommendation to the Client of third-party services, any municipal securities transaction or any municipal financial product.

IX. Payments/Fee-Splitting Arrangements

MUNICIPAL ADVISOR does not share fees with any unaffiliated parties that provide services to the Client. However, within a joint proposal with other professional service providers, MUNICIPAL ADVISOR could be the contracting party, or be a subcontractor to the contracting party resulting in a fee splitting arrangement. IN such cases, the fee due MUNICIPAL ADVISOR will be identified in a Municipal Advisor Disclosure and not other fees will be paid to MUNICIPAL ADVISOR from any of the other participating professionals in the joint proposal.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide clients with certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. How to Access Form MA and Form MA-I Filings. Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000780789>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Municipal Advisor's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Municipal Advisor's CRD number is 17073.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: December 10, 2025

PROPOSAL



AMBULANCE SERVICE FEASIBILITY STUDY

2025.12.16

Charles City, IA

Tyler Trout, City Manager
cityadmin@cityofcharlescity.org



EMERGENCY MEDICAL SOLUTIONS llc

TIM NOWAK | Founder & CEO
920.621.9838 | emslcwi@gmail.com
www.linkedin.com/company/emslc

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Following in this document, EMERGENCY MEDICAL SOLUTIONS llc may be abbreviated as EMSllc for brevity purposes.



▼ COVER LETTER

December 16, 2025

Tyler Trout, City Manager
Charles City, IA

Mr. Trout:

I am pleased to present to you with my proposal to conduct a comprehensive **Ambulance Service Feasibility Study** for Charles City, and I welcome the opportunity to share my experience and ambitions with you and your stakeholder team.

As you will find in this proposal, I have extensive consulting experience for projects similar to what I am proposing for your community. Rural Iowa shares many of the same characteristics to what I am used to having personally worked in as a Paramedic in Wisconsin and Minnesota, and your community's local dynamic shares many characteristics to consulting projects that I have led in Michigan and Indiana.

My approach toward completing such studies is one that focuses on transparency and informed decision making. Your community and its stakeholders are investing in an impartial resource to come in and evaluate your needs and capabilities, so my responsibility is to inform you as clearly as possible of what those are.

Thank you for considering my proposal, and I look forward to hearing from you soon. Please do not hesitate to reach out with any questions you may have.

Respectfully,



Tim Nowak

TIM NOWAK | Founder & CEO
EMERGENCY MEDICAL SOLUTIONS llc



920.621.9838 | emsllcwi@gmail.com

1. PROJECT PLAN

1.1. SCOPE OF WORK & DELIVERABLES

Outlined below is our proposed project title, its scope of work elements, and its offered deliverables for this engagement.

▼ PROPOSED TITLE:	Ambulance Service Feasibility Study
▼ SCOPE OF WORK:	<ul style="list-style-type: none">▼ Provide an analysis of experienced and/or projected incident/call data related to EMS incidents and ambulance transports.▼ Assess and identify viable options for City public ambulance service operations, including fire-based, 3rd service, and private contracting.▼ Assess considerations related to 9-1-1 ambulance services and the feasibility/demand of interfacility transfer (IFT) ambulance services within the region.▼ Project start-up and annual budgeting expenses for transitioning to a City-operated ambulance service, and include basic projections on anticipated ambulance transport billing revenue.▼ Identify potential comparison models/agencies for stakeholders to reference, including position pay scales and organizational structures.
▼ DELIVERABLES:	<ul style="list-style-type: none">▼ Conduct 1 on-site visit to view emergency service resources, meet with key stakeholders, and gather insights related to the City's landscape and demographics (1 business day).▼ Conduct up to 10 virtual stakeholder interviews relevant to the study.▼ Provide a comprehensive report (electronic) with a virtual presentation of findings/observations, comparisons, and professional insights/recommendations (if requested, and offered after the proposed project timeline).

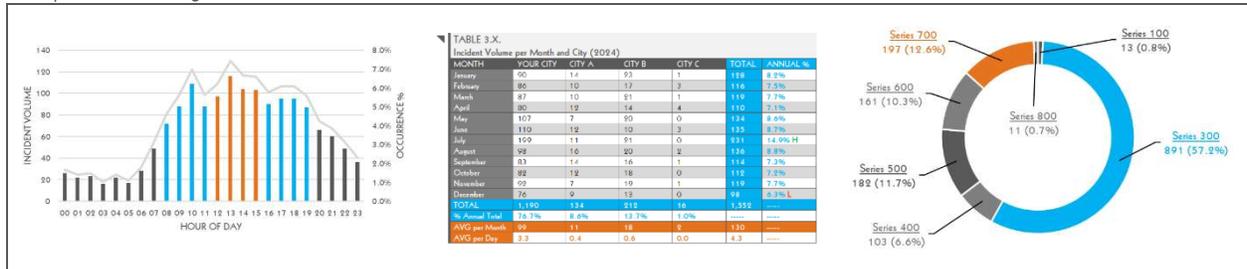
1.2. PROJECT METHODOLOGY & APPROACH

Our methodology toward analyzing data, gathering **INSIGHTS** and developing **SOLUTIONS** is **simple, transparent, and impactful**. If you're looking for a consulting firm to offer you cookie-cutter recommendations based on a copy & paste approach – or even worse, utilizing artificial intelligence to create artificial recommendations – we're simply not the right fit for you. Instead, we are original and professional in our work – 100%.

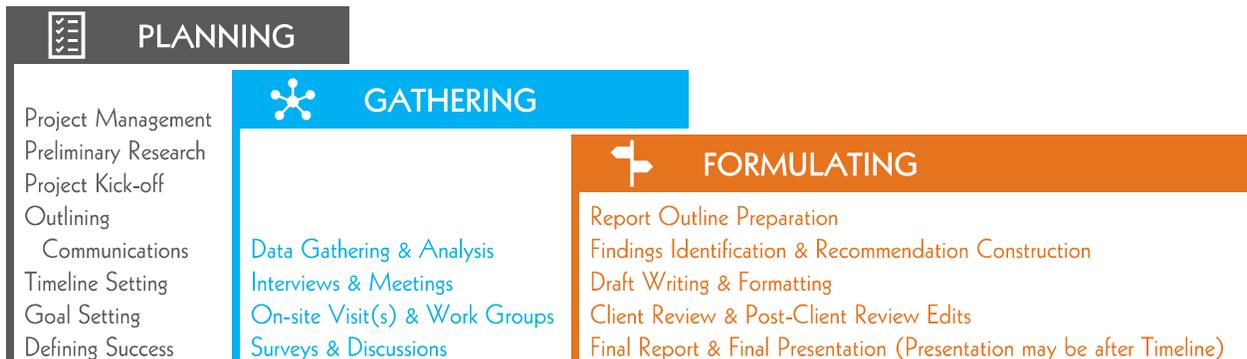
	TRANSPARENT TEAM	Your entire project team is listed in this proposal – even if it only consists of one member. We do not bait-and-switch you with large teams (on paper) that involve only a few members doing the actual work. You will have access to all of <u>your</u> team and have their direct attention. If we make any team updates, we'll notify you in advance.
	NO AFFILIATIONS OR AGENDAS	Some consulting firms have direct affiliations, allegiances, and ties to national associations and organizations that support their own missions, visions, and agendas. <i>We</i> , however, do not. We are unbiased, independent, and open-minded toward developing customized SOLUTIONS that are built just for you.
	CONVERSATIONAL & CONSUMABLE	Our reports and presentations are conversational & consumable in design, allowing your stakeholders to make informed decisions based on concise, actionable, and easy-to-follow content . We don't fill our reports with doctorate-level research, complex data, or industry jargon.
	UNIQUE EXPERIENCE	We don't claim to have "written the book" on any given topic – that's a bold and potentially treacherous statement to make! After all, some books are outdated, fiction, or outright inaccurate. Instead, we bring decades of unique industry experience to each project at the responder through administrator level.
	DEDICATED PROJECT MANAGER	We provide a dedicated project manager and single point-of-contact resource for you to maintain a simplified working relationship with us, allowing for streamlined communications and actionable decision making.
	DATA-SUPPORTING ANALYSIS	Early in our engagement timeline, we'll provide you with a data request list to afford you the most time possible to gather necessary resources, datasets, and documents so that when our project formally starts, we're ready to hit the ground running. From there, our analysis will focus not only on the objective elements of your data story , but also your subjective context that provides further justification and clarification to support your actions, reactions, and trends.
	FLEXIBLE VIRTUAL INTERVIEWS	Our flexible virtual interview process will allow us to connect with you and your stakeholders at times that best fit your schedules . These interviews promote confidentiality and transparency , and are designed to supplement any in-person engagements.
	HIGH-IMPACT ON-SITE ENGAGEMENTS	Whenever we engage with clients in-person, on-site, we promote an informal atmosphere that is conversational in nature, yet still high in impact . We recognize that our time together is limited, so engaging in difficult conversations , approaching cause/effect scenarios , and by observing your organization's physical assets and cultural attributes are key toward cutting straight to the root cause elements at hand.
	NO ARTIFICIAL INTELLIGENCE	NO Artificial Intelligence (AI) is utilized in the formulation of our work ... none ... 0%. We simply don't support its use in the development of content or in the crafting of consulting SOLUTIONS . Instead, all of our work is original and tailored to your project's specific needs. We also maintain a NO stock photo use policy in all of our work – especially the use of misrepresented European fire/EMS apparatus and personnel to depict your organization. Unfortunately, not all consulting firms take the same approach. <i>We</i> encourage you to look at their prior reports for proof.
	NO-SURPRISES ENGAGEMENT	We'll keep you updated regularly as our project progresses, including keeping you informed of any key or unanticipated findings that come about throughout our engagement together. In short, the first time you learn about something key won't be when our report is handed over to you – it will be long before then so that you can begin to prepare for it and mitigate any challenges that might have already risen.
	BUILDING <u>YOUR</u> REPORT	We don't support cookie-cutter reporting ; nor do we support copy & paste recommendations. Throughout the construction, finalization, and presentation of your final report, your SOLUTIONS will be exactly that – yours! Within our reports, we will be concise, yet thorough ... consumable, yet technical ... and clean, yet visually appealing . We customize our work to meet your needs; we don't simply [insert organization's name here] in what we do – you're not paying us to do that!

Below is a brief example highlighting some of the customizations and visual cleanliness that we bring to our reporting tables & figures.

Example Tables & Figures



Our general approach toward completing most projects involves **three phases** that incorporate various project-specific tasks under each element (as displayed below) with a corresponding timeline.



1.3. TIMELINE

Considering the identified scope of work elements and deliverables for this project, EMSIIc proposes the forthcoming project timeline/duration to complete all identified deliverables and conclude this engagement.



▼ 2. COST PROPOSAL

We are pleased to offer a flat-rate, all-inclusive fee for this project of **\$34,750**, which includes the following elements:

- ▼ 5-month project timeline.
- ▼ Includes all travel, lodging, and meal expenses for a 1-day, on-site engagement.
- ▼ Includes up to 10 stakeholder (virtual) interviews.
- ▼ Includes an electronic final report with a virtual presentation option (1 virtual presentation may follow for up to 3 months after project completion).

Separate – or additional – scope of work elements, deliverables, stakeholder interviews, on-site visits, or entire projects may be negotiated as a continuation of this proposal with additional expenses accrued. Payment for projects is negotiable but is generally requested to follow a 20% (kick-off), 30% (midway), and 50% (completion) schedule.

This offer is valid for 60 calendar days.

▼ 3. COMPANY OVERVIEW

▼ 3.1. EMSLLC – TODAY

EMERGENCY MEDICAL SOLUTIONS llc (EMSllc) is a specialty consulting firm that focuses on promoting operational optimization and organizational sustainability for emergency services. We serve EMS agencies, fire departments, municipalities, and districts/boards by focusing our efforts on creating productive **CONTENT**, promoting professional **DEVELOPMENT**, and crafting achievable **SOLUTIONS** that address root causes to challenges so that constructive actions can be pursued.



EMERGENCY MEDICAL SOLUTIONS llc (EMSllc) is a Wisconsin-registered limited liability company (LLC) that was formed in 2010 by Tim Nowak, who remains as its sole member to date.



CONTENT

- Blog, Article, Exam, and Item Writing
- Conference & Workshop Presentation
- Target Audience LinkedIn Posting
- Whitepaper and Report Creation



DEVELOPMENT

- Candidate Interview & Selection Assistance
- Strategic Planning & Discussion Facilitation
- Quality Assurance Program Enhancement
- Professional Development Workshops



SOLUTIONS

- Operational/Organizational Assessments & Analysis
- Agency/System Optimization Recommendations
- Feasibility, Consolidation, and Merger Studies
- Technical Advisory & Retainer Services
- Low-Demand, High-Impact Options

▼ 3.2. EMSLLC – THE PAST

EMSllc was founded by Tim Nowak in 2010 in Wisconsin as a training solution to support an emerging market of EMS agencies that no longer wanted to be narrowed in their continued education opportunities by the traditional system. Sparked by an opportunity to change this, EMSllc was formed and began providing individual agency- and medical director-supported continued education and quality assurance services for EMS agencies throughout Northeast Wisconsin – and later throughout the state. With these services, EMSllc began *Changing the Paradigm of EMS Training™* in Wisconsin (which was the company's original motto).

Over the years, EMSllc has evolved with Tim's career path and made expansions into the development of two reference product lines (which are no longer operational); the creation of an association sponsored and subscription driven printed magazine (which has now transitioned into a professional development brand – EMSDIRECTOR™); and the **content**, **development**, and **solutions** driven professional services that are offered today – including LinkedIn target audience content marketing, conference presentations, professional development & strategic planning services, and technical advisory & consulting services.

▼ 4. PROFESSIONAL EXPERIENCE

▼ 4.1. BACKGROUND & CREDENTIALS



DEDICATED RESOURCE

EMSIIc is represented by **Chief Tim Nowak**, who brings over 20 years of emergency service experience to the company as its Founder & CEO. He is an experienced **Lead Consultant** and **Project Manager** for similar projects ranging in scope, size, and budget. He will serve as the dedicated resource to your project's team throughout this engagement, affording you a single point of contact for all project needs. His working experience spans throughout four states, his consulting experience extends to over a dozen states, and his influence within the industry reaches tens of thousands of connections nationwide.



EXPANDED NETWORK

Just because EMSIIc is represented by a solo, dedicated resource does not mean that our company is alone ... we have an expanded network of subject matter experts (SMEs) available to us to address any niche needs. This network includes city managers, EMS billers/auditors, GIS/data analysts, and other topic-focused SMEs that we can call upon to address any scope of work elements that require further advisory services – and at no added cost to you. Rather than adding a lengthy list of “associates” to our proposal as a bait-and-switch tactic, we’d rather be transparent with you regarding the level of dedication that you’ll receive by engaging with EMSIIc.

Chief Tim Nowak – Founder & CEO of EMSIIc – will serve as the **Lead Consultant** and **Project Manager** for this engagement. He has over 20 years of emergency service industry experience within rural, suburban, and urban landscapes; four different states; prehospital/field and hospital environments; and fire/EMS organizations with combined and separated disciplines. He holds credentials as a Nationally Registered Paramedic, firefighter and fire officer, certified ambulance documentation specialist, various former EMS instructor credentials and supervisory/managing paramedic officer certifications, critical care paramedic credentials, an associate's degree as a fire protection technician, a bachelor's degree in fire science, and an undergraduate certificate in human resource management. His career pathway has included roles such as paid-on-call EMT in a rural setting, career firefighter/paramedic and acting company officer, hospital-based paramedic, career EMS Educator with training development/delivery and quality assurance responsibilities, Assistant EMS Chief of a county-based EMS agency responding to over 50,000 incidents per year, Director of Training and Content Development for a SaaS fire/EMS records management system company, and as a professional Consultant within the fire/EMS industry. Chief Nowak has overseen divisions and disciplines including special operations, community paramedicine/mobile integrated health & community risk reduction, logistics & supply chain management, emergency preparedness, quality assurance, education/training, and standards development & accreditation. Tim is an industry thought leader having published over 200 articles and professional works through various online and print mediums, has served as the brand developer and editor-in-chief of a professional development magazine and content creation product line, produced over 100 hours of online webinar and continued education content, has been a guest to multiple podcasts and presented at statewide/regional and national conferences, and is an active social media discussion leader with tens of thousands of emergency service industry connections. As a consultant, Chief Nowak is a bold, data- and context-focused analyst that strives to uncover root cause **INSIGHTS** that lead to productive, progressive, and actionable **SOLUTIONS** for each of his unique clients – never taking an artificial or copy-and-paste approach toward his professional work.

PROPOSAL



COUNTYWIDE AMBULANCE SERVICE FEASIBILITY STUDY

2026.01.10

Charles City, IA
Floyd County, IA

Tyler Trout, City Manager
cityadmin@cityofcharlescity.org



EMERGENCY MEDICAL SOLUTIONS llc

TIM NOWAK | Founder & CEO
920.621.9838 | emslcwi@gmail.com
www.linkedin.com/company/emslc

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Following in this document, EMERGENCY MEDICAL SOLUTIONS llc may be abbreviated as EMSllc for brevity purposes.



▼ COVER LETTER

January 10, 2026

Tyler Trout, City Manager
Charles City, IA

Mr. Trout:

I am pleased to present to you with my proposal to conduct a comprehensive **Countywide Ambulance Service Feasibility Study** for Floyd County including Charles City, and I welcome the opportunity to share my experience and ambitions with you and your stakeholder team.

As you will find in this proposal, I have extensive consulting experience for projects similar to what I am proposing for your community. Rural Iowa shares many of the same characteristics to what I am used to having personally worked in as a Paramedic in Wisconsin and Minnesota, and your community's local dynamic shares many characteristics to consulting projects that I have led in Michigan and Indiana.

My approach toward completing such studies is one that focuses on transparency and informed decision making. Your community and its stakeholders are investing in an impartial resource to come in and evaluate your needs and capabilities, so my responsibility is to inform you as clearly as possible of what those are.

Thank you for considering my proposal, and I look forward to hearing from you soon. Please do not hesitate to reach out with any questions you may have.

Respectfully,



Tim Nowak

TIM NOWAK | Founder & CEO
EMERGENCY MEDICAL SOLUTIONS llc

920.621.9838 | emsllcwi@gmail.com

1. PROJECT PLAN

1.1. SCOPE OF WORK & DELIVERABLES

Outlined below is our proposed project title, its scope of work elements, and its offered deliverables for this engagement.

▼ PROPOSED TITLE:	Countywide Ambulance Service Feasibility Study
▼ SCOPE OF WORK:	<ul style="list-style-type: none">▼ Provide an analysis of experienced and/or projected incident/call data related to EMS incidents and ambulance transports.▼ Assess and identify viable options for County and/or City public ambulance service operations, including fire-based, 3rd service, and private contracting.▼ Assess considerations related to 9-1-1 ambulance services and the feasibility/demand of interfacility transfer (IFT) ambulance services within the region.▼ Project start-up and annual budgeting expenses for transitioning to a County and/or City-operated ambulance service, and include basic projections on anticipated ambulance transport billing revenue.▼ Identify potential comparison models/agencies for stakeholders to reference, including position pay scales and organizational structures.
▼ DELIVERABLES:	<ul style="list-style-type: none">▼ Conduct 1 on-site visit to view emergency service resources, meet with key stakeholders, and gather insights related to the County's landscape and demographics (1 business day).▼ Conduct up to 15 virtual stakeholder interviews relevant to the study.▼ Provide a comprehensive report (electronic) with a virtual presentation of findings/observations, comparisons, and professional insights/recommendations (if requested, and offered after the proposed project timeline).

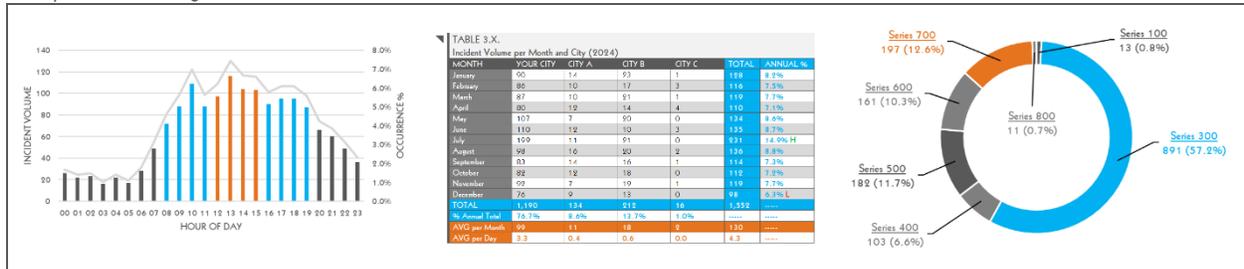
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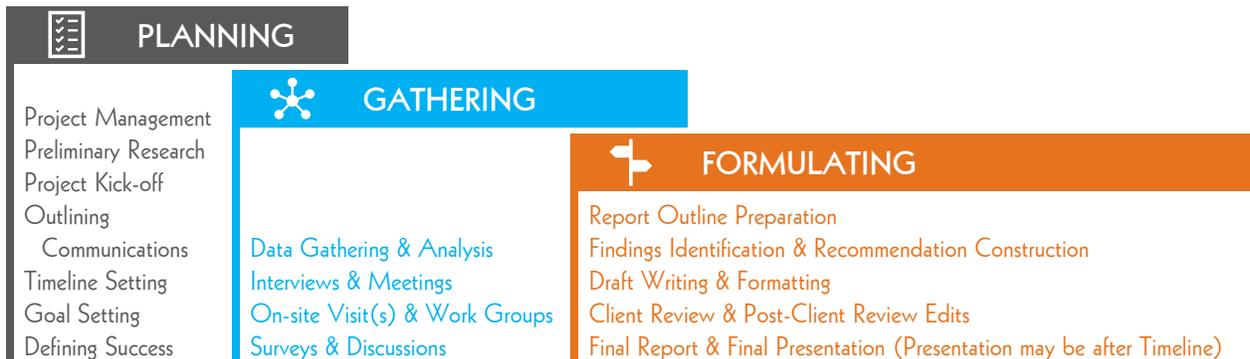
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Example Tables & Figures



Our general approach toward completing most projects involves **three phases** that incorporate various project-specific tasks under each element (as displayed below) with a corresponding timeline.



1.3. TIMELINE

Considering the identified scope of work elements and deliverables for this project, EMSIIc proposes the forthcoming project timeline/duration to complete all identified deliverables and conclude this engagement.



▼ 2. COST PROPOSAL

We are pleased to offer a flat-rate, all-inclusive fee for this project of **\$39,750**, which includes the following elements:

- ▼ 6-month project timeline.
- ▼ Includes all travel, lodging, and meal expenses for a 1-day, on-site engagement.
- ▼ Includes up to 15 stakeholder (virtual) interviews.
- ▼ Includes an electronic final report with a virtual presentation option (1 virtual presentation may follow for up to 3 months after project completion).

Separate – or additional – scope of work elements, deliverables, stakeholder interviews, on-site visits, or entire projects may be negotiated as a continuation of this proposal with additional expenses accrued. Payment for projects is negotiable but is generally requested to follow a 20% (kick-off), 30% (midway), and 50% (completion) schedule.

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Conference & Workshop Presentation
Target Audience LinkedIn Posting
Whitepaper and Report Creation



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Quality Assurance Program Enhancement
Professional Development Workshops



SOLUTIONS

Operational/Organizational Assessments & Analysis
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▼ 4. PROFESSIONAL EXPERIENCE

▼ 4.1. BACKGROUND & CREDENTIALS



DEDICATED RESOURCE

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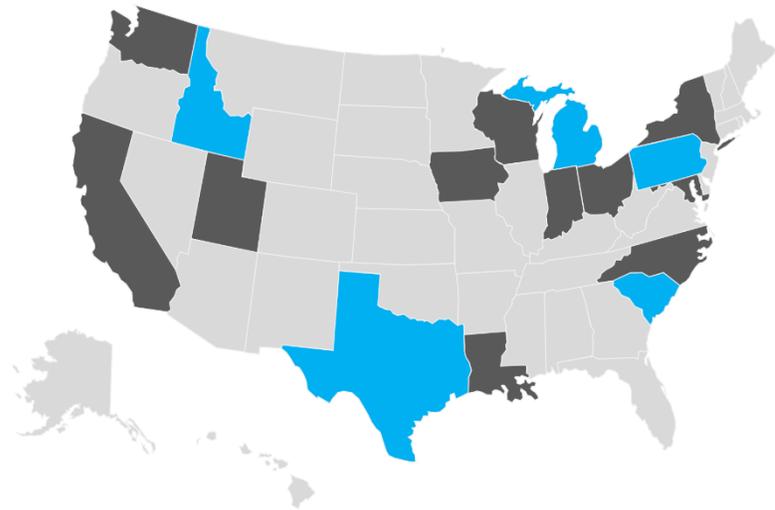
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4.2. PROJECTS & CREDITS

Chief **Tim Nowak** brings over a decade of progressive administrative and consulting experience to his projects on behalf of EMSIc, in addition to over three years of career fire & EMS consulting and project management experience as a full-time employee of a national consulting firm with a reputable presence.



- EMSIc Projects & Credits
- Projects & Credits Under Other Affiliations

Projects & Credits Under the EMSIc Brand

County Fire & EMS Operational Assessment	Lead Consultant, Project Manager	Operational Study	Hampton County, SC (2025)
Annual Report Planning and Advisory Services	Lead Advisor	Advisory Services	PA Client (2025)
Fire & EMS Assessment and Advisory Services	Lead Consultant, Project Manager	Operational Study, Advisory Services	City of Garland & Garland Fire Department, TX (2025)
Comprehensive Emergency Services Feasibility & Needs Assessment and Strategic Direction Planning	Lead Consultant, Project Manager	Operational Study, Feasibility Study, Strategic Direction Planning	Selkirk Fire Rescue & EMS, ID (2025-2026)
Fire Department and Emergency Medical Service Organizational and Operational Study	Lead Consultant, Project Manager	Organizational Study, Operational Study	West University Place Fire Department, TX (2025)
EMS Training Program Optimization Assessment	Lead Consultant, Project Manager	Operational Study	PA Client (2025)
EMS Tiered-Response Research Project	Lead SME	Research Project	TX Client (2024)
"An Abstract of Challenges Facing Michigan's Rural EMS Agencies"	Lead SME, Content Creator	Whitepaper	Michigan Rural EMS Network (2021)
City/County Dispatch Equity and Operational Efficiency Study	Contracted SME	Operational Study	TX Client (2021)

Projects & Credits Under Other Affiliations

City EMS Feasibility Study OH Client (2024)	Statewide EMS Resource Assessment ID Client (2023)
Fire Department Workforce Survey TX Client (2024)	County EMS Agency Analysis IN Client (2023)
City/Fire Department EMS Feasibility Study IA Client (2024)	Fire Service Response to Civil Unrest Report National Client (2023)
County EMS System Assessment WA Client (2024)	EMS Agency Annual Report/Community Focus Report PA Client (2023)
Fire Department Study UT Client (2024)	County Ambulance Service Feasibility Study PA Client (2023)
Statewide Rural EMS Health Professional Shortage Area Study MI Client (2024)	Fire & EMS Non-Profit to Municipal Transition of Services Technical Assistance WI Client (2022)
CAAS Accreditation Technical Assistance TX Client (2024)	County EMS System Analysis NC Client (2022)
EMS System Feasibility Study MI Client (2024)	EMS Agency Organizational Model Study NY Client (2022)
Countywide EMS and Hospital Base Station Assessment CA Client (2024)	Fire Department Strategic Plan TX Client (2022)
EMS Agency Annual Report PA Client (2024)	Fire Department Dispatch Optimization and Feasibility Study TX Client (2021)
County EMS Agency Analysis SC Client (2024)	County EMS Agency Feasibility Study LA Client (2021)
Paramedic Staffing Study MD Client (2024)	