

AGENDA NOTE

New Business: Item # 3

MEETING DATE: February 12, 2018

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Direction to Bookkeeper regarding vacation time bank

EXPLANATION OF TOPIC: On **September 11, 2017**, Council approved a Resolution Amending the City Personnel Manual to Limit the Accumulation of Annual Leave by City Employees.

Under this amended policy, employees, including department heads, are limited to accumulating and carrying over a maximum of 5 days of unused annual leave in one year and, under specific circumstances, 10 days of unused annual leave over a two-year period. In no event is an employee allowed to accumulate more than 10 days of unused annual leave above his or her normal scheduled annual leave. This policy acknowledges and does not affect an employee's frozen bank (unused annual leave accumulated and carried over prior to the effective date of the policy amendment).

Part I – Section 3(G)(4)(b)(iv) was amended to read: Annual Leave earned and credited to the City Manager or Department Heads on their anniversary date, occurring on or after **August 1, 2017**, will at no time cause a City Manager or Department Head's total Annual Leave to exceed the Annual Leave Maximum (excluding the frozen bank), and any Annual Leave exceeding the maximum shall be forfeited.

As of **August 1, 2017**, Chief Collins' Vacation Bank totaled 451 hours. On **August 4, 2017**, Chief Collins was credited an additional 200 hours of annual vacation time, making the total accumulation 651 hours.

Prior to her medical leave, City Manager Ladner directed the City Bookkeeper to enter 451 hours as "frozen" in Chief Collins' vacation bank. Since the resolution amending the City Personnel Manual was not passed until **September 11, 2017**, (after Chief Collins had accumulated 651 hours of vacation time), Chief Collins is requesting that City Council direct the City Bookkeeper to designate his currently existing 651 hours of vacation time as frozen for purposes of accumulation of annual leave. This issue has become more problematic since Chief Collins has been appointed Interim City Manager

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and his current workload does not allow utilization of extended vacation time. Chief Collins could be forced to forfeit a significant amount of vacation time if previous direction is not changed.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Copy of Resolution 04-17 adopted by City Council on September 11, 2017.

POSSIBLE COURSES OF ACTION: Direct the City Bookkeeper to enter 651 hours as frozen in Chief Collins vacation time bank. Take no action, leaving 451 hours as frozen.

RECOMMENDATION: Direct the City Bookkeeper to enter 651 hours as frozen.

SUGGESTED MOTION: Motion by _____, supported by _____ to direct the City Bookkeeper to enter 651 hours as frozen in Chief Collins' vacation time bank.

RESOLUTION NO. 04-17

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

**A RESOLUTION AMENDING THE CITY OF SOUTH LYON
PERSONNEL MANUAL TO LIMIT THE ACCUMULATION OF
ANNUAL LEAVE BY CITY EMPLOYEES AND CLARIFY
PROVISIONS RELATING TO PAYMENT OF SAME**

WHEREAS, the City of South Lyon has adopted a Personnel Manual which was last revised October 2010;

WHEREAS, periodically the need arises to amend and revise the City's Personnel Manual and policies contained therein;

WHEREAS, under the City of South Lyon Personnel Manual, employees are currently allowed to accumulate up to 30 days of Annual Leave, and City Managers and Department Heads are allowed to do so without a limit on the amount of Annual Leave that may be accumulated;

WHEREAS, under the City of South Lyon Personnel Manual, upon separation from City Service, employees are paid for their accumulated Annual Leave;

WHEREAS, the accumulation of Annual Leave by employees constitutes an unfunded liability the City desires to control and/or eliminate, and the City Council believes it is in the best interest of the City to amend and revise the City of South Lyon Personnel Manual to limit the accumulation of Annual Leave by employees, City Managers, and Department Heads and clarify the provisions for payment for accumulated Annual Leave to employees upon separation from City Service;

THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SOUTH LYON, that:

PART I – SECTION 3(G)(4) of the City of South Lyon Personnel Manual is amended as follows:

SECTION 3 – SALARIES

...

G. OVERTIME PAY

...

4. The City Manager and Department Heads:

- a. Shall be expected to average at least the number of hours per week as required by the standard City work week.

Section 11, shall be paid for any unused Annual Leave and any frozen bank time, but shall not be paid for any carried over Annual Leave.

- c. A City Manager or Department Head, depending on his or her level of experience in the field, may be granted additional Annual Leave per the schedule or have his or her rate of accumulation of Annual Leave schedule modified as determined by the City Manager, his/her designee or the City Council which shall be noted in the employee's personnel record.

PART II – Section 11(G)(2) of the City of South Lyon Personnel Manual is amended to read as follows:

Section 11 – SEPARATION FROM CITY SERVICE

...

G. METHOD OF PAYMENT ON SEPARATION

...

2. Payment at straight time for all unused Annual Leave accumulated and credited for use as of the official date of separation. An employee separated from City service shall not be paid for carried over Annual Leave as that term is defined in Section 12(C)(2).

PART III - Section 12(C) of the City of South Lyon Personnel Manual is amended to revise subsection (2) and add subsections (3) through (6) as follows:

Section 12 – ANNUAL LEAVE

...

C. RATE OF ACCUMULATION OF ANNUAL LEAVE AND MAXIMUM ACCUMULATION

...

2. Employees are expected to use their Annual Leave in the 12 months following the date on which it accrues, is credited, and becomes available for use.

3. In the event an employee has made reasonable efforts to use his or her Annual Leave, but due to circumstances out of his or her control, is unable to do so or does not use it all, up to five (5) days (40 hours) of unused Annual Leave may be carried over to the next year ("carried over Annual Leave") except at no time may an employee accumulate more than ten (10) days (80 hours) of carried over Annual Leave in excess of his or

her Annual Leave as provided for in the schedule for rate of accumulation of Annual Leave (the "Annual Leave Maximum").

4. Use of Annual Leave shall be first from the current year's Annual Leave and then from any carried over Annual Leave.

5. Annual Leave earned and credited to an employee on his or her anniversary date occurring on or after August 1, 2017, will at no time cause the employee's total available Annual Leave to exceed the Annual Leave Maximum, and any Annual Leave exceeding the maximum shall be forfeited.

6. An employee separated from City Service shall not be paid for carried over Annual Leave.

PART IV - Section 12(I) of the City of South Lyon Personnel Manual is amended to read as follows in its entirety:

Section 12 – ANNUAL LEAVE

...

I. PAYMENT FOR UNUSED ACCUMULATED ANNUAL LEAVE ON SEPARATION FROM CITY SERVICE

1. Employees separated from City Service shall be paid at separation (Section 11) for their unused accumulation of Annual Leave at the salary rate the employee is being paid on his or her final day of actual work. Employees separated from City Service shall not be paid for carried over Annual Leave.

BE IT FURTHER RESOLVED, that the City Manager or his or her designee is directed to update the Personnel Manual to reflect these amendments for distribution and enforcement.

BE IT FURTHER RESOLVED, that all resolutions, policies, procedures, and practices in conflict with this resolution are hereby repealed only to the extent necessary to give this Resolution full force and effect.

At a regular meeting of the City of South Lyon City Council, a motion was made by Council Member Kivell, supported by Council Member Weeden, to adopt the above resolution.

Ayes: 7
Nays: 0
Absent: 0

RESOLUTION DECLARED [ADOPTED/FAILED].

CERTIFICATION

I certify that this resolution was duly adopted by the City Council of the City of South Lyon on
Sept 11, 2017.

Lisa Deaton
City Clerk
South Lyon

AGENDA NOTE

New Business: Item # 4

MEETING DATE: February 12, 2018

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: D.D.A. & Economic Development Director Salary

EXPLANATION OF TOPIC: Director Donohue has requested a review of his salary history and an increase to the top of the pay range. When hired, (June 2016), his salary was \$66,000 and his current salary is \$67,980 (3% above starting pay). The top of the salary range is \$69,564. City Manager Ladner reportedly recommended, (but did not implement), a raise to \$68,772 following his evaluation on December 22, 2017. The recommended increase was \$792. The Interim City Manager recommends increasing Director Donohue's salary to the top of the range, for a total increase of \$1,584/yr.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo from D.D.A. & Economic Development Director Donohue

POSSIBLE COURSES OF ACTION: Authorize/Do Not Authorize an increase in salary.

RECOMMENDATION: Raise the rate of pay of Director Donohue to the top of salary range, (\$69,564), effective February 14, 2018. The increase is recommended due to personal observations of the Interim Manager with respect to Dir. Donohue's job performance, as well as positive recommendations from the business community.

SUGGESTED MOTION: Motion by _____, supported by _____ to authorize the Interim City Manager to increase the rate of pay for D.D.A. & Economic Development Director Donohue to \$69,564 effective February 14, 2018.

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Lloyd Collins

From: Robert Donohue <robert@southlyonmi.org>
Sent: Thursday, February 01, 2018 11:06 AM
To: Lloyd Collins; Dan Pelchat
Subject: Econ Dev & DDA Director Pay Increase

Lloyd:

The purpose of this e-mail is to describe what I was told by the City Manager on December 22 would happen with my pay increase for 2018. Prior to my hiring in June of 2016, I was told by the City Manager that "if hired by the City, you would start just under the top of the pay grade and then potentially take you to the top on the Salary Schedule after a positive evaluation." I was told that same statement on 2 separate occasions. In a discussion a few weeks prior to the interview and at the end of the actual job interview. And, it was referred to at least four times after I was hired, in my e-mails requesting the evaluation and in budget information I was requested to send and id send to the City Manager for the 2017/2018 City Budget.

As you are aware, on December 22, 2017, at the end of my job performance evaluation by the City Manager, I was told by Lynne Ladner "I am raising your salary to \$68,772, which is not at the top of the pay grade on the Salary Schedule. The top of the pay grade is \$69,564." The pay range noted in the actual job announcement/posting had a top end of \$69,564. Again, at the end of the evaluation on December 22, the City Manager said she would inform Lori Moser (City Book Keeper) and "the increase will be effective January 1, 2018.

As I previously told you, when I returned to City Hall on January 3, 2108 after the holidays, I went to speak with Lori Moser about my salary increase that the City Manger said would be effective January 1, 2018. I also noted the amount of increase (as noted above) and the Salary Schedule for my job position that the City Manager showed me on December 22, 2017. Lori then informed me "Lynne did not give me anything, and there are no e-mails noting your salary increase. There is no Salary Schedule for your position or any other position in the City that I am aware of. There is a salary range for your position that was approved by City Council."

My question at this time is: When will I receive the pay increase (\$68,772) noted above, which I believe should be retroactive to January 1, 2018. Also, there is the issue in my mind, that the top of the pay scale (\$69,564) was my expectation, based upon the info above, and the true performance of my job duties from my date of hire in June 2106 to today. I hope that this issue can be resolved as soon as possible. I look forward to your response. Thank you.

Respectfully submitted,
Robert E. Donohue, Jr.
Economic Development & DDA Director
City of South Lyon

AGENDA NOTE

New Business: Item # 5

MEETING DATE: February 12, 2018

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Salary Increase for City Bookkeeper

EXPLANATION OF TOPIC: City Bookkeeper, Lori Mosier, has been employed with the City of South Lyon for the past 25 years. While serving in that position, she has performed functions above and beyond those normally falling within the job description of “bookkeeper”. Two additional major areas of responsibility include benefits coordination and human resources administration. It should be noted that City Bookkeeper is a non-union salaried position.

Mr. Douglas Bohrer, partner at Plante Moran, PLLC, was consulted regarding the Bookkeeper position and appropriate compensation. Mr. Bohrer advised that a more appropriate job title would be “controller” or “assistant or deputy finance director”, and that current compensation appears to be “below market range”.

The Interim City Manager discussed compensation levels with Mr. Bohrer and he concurred that a 3% raise would move the salary for the City Bookkeeper into a more appropriate range.

The current salary for the City Bookkeeper is \$60,594. A 3% adjustment would equate to \$1,818 and raise the salary level to \$62,412. This adjustment is recommended for the above-mentioned reasons, as well as the fact that the Bookkeeper will have additional responsibilities in the preparation of the city budget.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the recommended salary increase.

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RECOMMENDATION: Approve the recommended salary increase.

SUGGESTED MOTION: Motion by _____, supported by _____ to increase the rate of pay for the City Bookkeeper to \$62,412.00 effective February 14, 2018.

AGENDA NOTE

New Business: Item # 6

MEETING DATE: February 12, 2018

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Budget Preparation Consultant

EXPLANATION OF TOPIC: Councilmembers have expressed concern with the accuracy and comprehensiveness of previous city budget documents. Council directed the Interim City Manager to obtain proposals for budget preparation assistance from outside consultants. Discussions were held with representatives of Plante Moran, PLLC; Vettraino Consulting, LLC; and James Graham. Written proposals were submitted by Plante Moran and Vettraino Consulting, and a verbal proposal was made by Mr. Graham. Written proposals are attached; Mr. Graham offered open-ended consulting services at a rate of \$50/hr. The selected consultant will provide budget preparation assistance and oversight to Bookkeeper Lori Mosier and the Interim City Manager.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposals from Plante Moran, PLLC and Vettraino Consulting.

POSSIBLE COURSES OF ACTION: Authorize/Do Not Authorize the Interim City Manager to enter into an agreement with one of the consultants for providing assistance and oversight with preparation of FY 2018-2019 & FY 2019-2020 budgets.

RECOMMENDATION: Authorize the Interim City Manager to execute the proposed consulting agreement with Plante Moran, PLLC – Option 1 (hourly billing).

SUGGESTED MOTION: Motion by _____, supported by _____ to authorize the Interim City Manager to execute the proposed consulting agreement with Plante Moran, PLLC – Option 1 for budget consulting services.

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Vettraino Consulting, LLC

P.O. Box 82202 ~ Rochester, MI 48308 ~ 248-379-8923 ~ VettrainoConsulting@gmail.com

January 19, 2018

TO: City of South Lyon
Attn: Lloyd Collins, Acting City Manager and Police Chief

RE: Response to Request for Proposal for Budget Planning Consulting Services

It was a pleasure meeting with you to discuss the City of South Lyon's request for a proposal for budget planning and consulting services. Thank you for the opportunity to provide this proposal in response to our conversation. In this proposal I have attempted to address the needs of the City, please know that I am very open to discussing and refining the scope of services and/or price proposal to best match the needs of the City.

Vettraino Consulting offers a unique combination of professional and consulting experience in assisting local governments in Michigan improve their financial operations and quality of life services. Vettraino Consulting will use its experience, knowledge and expertise to facilitate and create a budget for the 2018-2019 fiscal year, provide a tool to the City to improve future budget processes and work closely with staff and elected officials to make sure local and State statutory deadlines are met.

The City can have confidence that Vettraino Consulting will bring an open and facilitative character to the project, and produce a work product that can be implemented to assist the City achieve its goals.

Thank you for your consideration of this proposal. I look forward to answering any additional questions you may have.

Sincerely,



Jaymes Vettraino
Vettraino Consulting, LLC

Proposal – City of South Lyon – Budget Planning and Consulting Services

I. Qualifications

Vettraino Consulting considers the budget formation and execution as one of the most important management responsibilities of local government.

Mr. Vettraino is proud of the budget processes used in the communities he has served. In each community he led staff and elected officials through a comprehensive annual budget process to balance service level with available revenue, resulting in a balanced budget and a multi-year fiscal plan. This process included being personally involved in every aspect of the budget process, from the design of the budget workbook to individually reviewing budget line items to the public presentation of the final budget.

Mr. Vettraino has experience with every operational aspect of local municipal government. During his career, Mr. Vettraino has been responsible for public services including: police, fire, emergency transport, code enforcement, economic development, planning and zoning, treasury, finance, clerk, human resources, streets, water (plant and distribution), sanitary sewer (plant and collection), storm sewer, refuse, recycling, parks, recreation and downtown development (including DDA, BRA and TIF). This experience and firsthand knowledge will allow him to quickly understand nearly any issue or opportunity that may be present at South Lyon.

In addition to his technical expertise in the areas of finance and operations, Mr. Vettraino prides himself on his ability to listen and communicate to citizens, elected officials and staff in a clear and sincere way. Mr. Vettraino has developed an approach that allows people to freely and productively engage complex topics. Moreover, his knowledge of the subject matter can help staff and elected officials concentrate the important goals of the community.

As a professor at Rochester College and Oakland University, Mr. Vettraino continues to invest his time and energy in developing the next leaders of social service and government organizations. Specifically, through his teaching of Local Government Budgeting in the Masters of Public Administration program at Oakland University, Mr. Vettraino has the opportunity to keep current with recent trends and processes in the municipal government budgeting.

Mr. Vettraino's seventeen years as a city manager, professionally responsible for the development and execution of budgets, and his recent experience designing and teaching a masters-level course on municipal budgeting, provides him with a unique combination of knowledge and understanding of local government budget creation.

II. Scope of Work

Vettraino Consulting understand the scope of work for this project to include: provide assistance, coordination and responsibility for the creation and presentation of the South Lyon fiscal year 2018-2019 budget. The project will also include working closely with South Lyon staff and the City Council to determine the needs and priorities of the City.

Below are a list of the general services and projects Vettraino Consulting believes are important to the success of this project:

Project Task	Preliminary Schedule
Convert BS&A data to Excel	Jan/Feb
Develop a comprehensive Excel based budget model	Jan/Feb
Preliminary meetings with department heads and electeds	Jan/Feb
Meet and review preliminary budget developed by department heads	February
Consider capital improvement projects (CIP)	February
Develop graphs for historic, current and projected data	February
Facilitate a budget workshop with City Council	Feb/Mar
Review Pension and OPEB (high level)	March
Review Water and Sewer rates (high level)	March
Develop a draft budget	Mar/Apr
Review draft budget with department heads	April
Present draft budget to City Council	April
Present final budget to City Council at a public hearing	May

Anticipated Resources Needed from the City:

- Historic budget and audited financials (digital)
- Any available capital improvement plans
- Detailed payroll and benefit calculations
- Most current water/sewer rate studies
- Pension and OPEB actuary reports
- Availability and cooperation of staff and elected officials throughout the process

Project Deliverables

- Facilitated budget development process
- City of South Lyon 2018-2019 budget document
- Office procedures for data interface between BS&A and Excel
- Excel based budget model for use in future budget years
- Excel based five-year budget forecast tool

III. Team Profile

Jaymes Vettraino, Vettraino Consulting, LLC

Principle for this project

Jaymes provides municipal management consulting services to communities. His focus is on assisting with financial planning, facilitation, operational management, community relations and economic development. In addition, through a partnership with GovHR USA, Jaymes provides executive recruitment and employee class and compensation study services.

Prior to starting his consulting service, Jaymes spent 17 years as a City Manager. Most recently as the City Manager of Rochester, MI, where he had the opportunity to lead a dynamic management team to simultaneously reduce expenses and increase the level of community service during years of the “great recession.” During his time as the Manager of Kutztown, PA, Jaymes had the opportunity to lead the college town in the development of its own fiber optic network and strengthen its relations with Kutztown University. Jaymes also had the privilege to be the first Manager of Pen Argyl, PA, where he led the community through organizational development initiatives and many grant funded quality of life improvement projects.

In 2015, Jaymes joined Rochester College (Rochester Hills, MI) as its first Director of the Center for Social Entrepreneurship, where he is accelerating the College’s development of students that have a passion for working in the social and community service sector. He is also a Adjunct Professor at Oakland University (Rochester, MI) where he teaches Public Budgeting in the University’s Masters of Public Relations program. While in Pennsylvania, Jaymes served as an Adjunct Professor at Alvernia College (Reading, PA).

Jaymes is married to Lynne and they have two children, Lia and J.J. He has an MBA in Management from Lehigh University (Bethlehem, PA) and a BA in Political Science from Michigan State University (East Lansing, MI). Over his career Jaymes has been recognized by his peers and public service agencies for the work he has done in the public sector, including being selected as one of “Oakland County’s Elite 40 Under 40” and honored by the Michigan Municipal League with its “Outstanding Service Award.”

Anthony Moggio, Moggio Enterprises, Inc.

Analyst for this project

Anthony is the Finance Director/Treasurer for the City of Rochester and is a Lieutenant on the Rochester Fire Department. Anthony graduated from Oakland Community College with an Associate’s degree in business and received a Bachelor’s degree in accounting from Oakland University. Anthony entered the entrepreneurial world after purchasing his first business at the age of 24 but calls public service his true calling. He’s experienced with budgeting, finances, strategic planning, project management and implementing lean costing methodologies. Always up for an adventure, Anthony enjoys spending his free time with his family vacationing up north, snowmobiling, skiing and taking his family to the water parks. He is married to Laura and has two children, William and Violet.

IV. References

Please find below references who are familiar with the work of Vettraino Consulting. These references have been chosen specifically because that have first had knowledge of the type of work anticipated as part of the City of South Lyon budget facilitation project:

Robert C. Davis
Oxford Village Attorney
Partner, Davis Burket Savage Listman
586-469-4300 (w)
rdavis@dbsattorneys.com

Mr. Vettraino has worked with Mr. Davis on projects in the Village of Oxford, including interim Village management services, budget review and model creation and executive search projects. Mr. Davis is familiar with his technical knowledge, project management and facilitative capabilities.

David Boerger
Fiscal and Operational Services, Southeast Michigan Council of Governments (SEMCOG)
248-875-7120 (c)
boerger@semcog.org

Mr. Vettraino has worked with Mr. Boerger from approximately 2009 through present on projects related to the City of Rochester (in his capacity as City Manager) and as consultant working with cities through services offered by SEMCOG. Mr. Boerger is familiar with his technical knowledge and facilitative capabilities.

Cathy Daldin
Former Mayor, City of Rochester, MI ~ Owner, Shamrock Travel
248-895-5981 (c) ~ 248-656-3500 (w)
cdaldin@rochestermi.org

Mr. Vettraino worked with Mayor Daldin from 2008 through present in various capacities and on various projects. Mayor Daldin is familiar with his technical knowledge, project management and facilitative capabilities.

Mark Guido
Chief of Staff, City of Dearborn
313-943-2000 (w)
mguido2@ci.dearborn.mi.us

Mr. Vettraino has provided facilitative and management consulting services for the City of Dearborn. Chief of Staff Guido is familiar with his planning, vision setting process, facilitation and project management capabilities.

V. Fee Proposal

Based on its understanding of the desired services and the above stated Scope of Services, Vettraino Consulting offers a professional service agreement with hourly fees as noted below and expenses billed at cost. We are proposing a not-to-exceed fee of \$12,890, plus actual expenses. The City will be billed only for hours worked, which could be less than the below estimate.

If, during the review of the project, the City prefers a lump sum project-based fee or another fee arrangement, Vettraino Consulting would be open to considering a fee arrangement other than the hourly fee, not-to-exceed, proposed.

Description	
Hourly rate (Principal)	\$130
Hourly rate (Analyst)	\$50
Principal, estimated number hours for project completion	78
Analyst, estimated number hours for project completion	55
Fee based on rate and estimated hours	\$12,890
Estimated reimbursable expenses (i.e. mileage and printing)	\$1,000

Invoices for services shall be billed monthly, due 15 days from date of invoice.

Work outside of the Scope of Service (Special Projects)

At the request of the City, Vettraino Consulting will also perform work outside of the Scope of Services. Additional Special Projects maybe added if agreed in writing by both parties to be outside of the Scope of Services stated in this proposal and compensated at an hourly rate; or as a lump sum fee for a specifically defined project, whichever is agreed upon by both parties.

VI. Signature Page

Thank you for the opportunity to offer the services of Vettraino Consulting, LLC. It is my sincere hope that South Lyon finds my experience, qualifications, understanding of need and professional reputation the best fit for this project. I have spent my life dedicated to public service and have a deep desire to see our local governments provide excellent quality of life services. I really do not see myself as a “consultant,” but rather a “public servant.”

I believe in local government. I believe that I can assist the City of South Lyon in reaching its goals.

Signature of Responsible Officer:

A handwritten signature in black ink, appearing to read "Jaymes Vettraino", with a long horizontal flourish extending to the right.

Jaymes Vettraino
Vettraino Consulting, LLC

DRAFT – PROPOSED – SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2018, effective _____, 2018, by and between the **CITY OF SOUTH LYON**, having its principal office at _____ ("CITY"), and Vettraino Consulting, LLC, whose address is 1891 Beaver Creek, Rochester, MI, 48307 ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth in the Proposal dated _____ ("PROPOSAL") offered by the SERVICE PROVIDER; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained, under the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. SERVICE PROVIDER shall perform the services as set forth in the PROPOSAL. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY. The PROPOSAL dated _____ is incorporated in this AGREEMENT by reference and attached here to as Attachment A.

2. The CITY shall pay the SERVICE PROVIDER for the performance of this Agreement as outlined in the PROPOSAL, which amount shall compensate SERVICE PROVIDER for all aspects

of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in the PROPOSAL.

3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall be the contact person for the CITY. The CITY shall provide one individual responsible for the coordination of services provided, who shall be the contact person for the SERVICE PROVIDER. The contact person shall be _____.

5. This Agreement shall commence on _____ and shall terminate in accordance with the provisions as set forth in the PROPOSAL as a completed project or with notice by either party.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.

7. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect. If there is any conflict between the PROPOSAL and Agreement the Agreement shall control.

8. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by SERVICE PROVIDER without the prior written consent of the CITY. Any attempt at assignment without prior written consent shall be void and of no effect.

9. SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence for combined single limit, Personal Injury, Bodily Injury and Property

Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.

10. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

11. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER is an independent contractor and shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. Neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. SERVICE PROVIDER, including its employees and contractors, shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors. SERVICE PROVIDER shall indemnify and hold CITY harmless for the non-payment of any taxes for which SERVICE PROVIDER is liable.

12. SERVICE PROVIDER retains the sole and exclusive right to control or direct the manner or means by which the work described herein is to be performed. The CITY retains only the right to control the end result to insure its conformity with that specified herein. The CITY shall not

set or dictate the hours during which the SERVICE PROVIDER is to provide the services set forth herein. However, the SERVICE PROVIDER shall be required to be generally available to respond within one business day to email and phone calls and shall be generally available to schedule and attend meetings at mutually agreeable times during CITY business hours and CITY meetings times.

The said parties have caused this Agreement to be executed as of the date and year above written.

CITY OF SOUTH LYON

By: _____

Its: _____

By: _____

Its: _____

VETTRAINO CONSULTING, LLC

By: _____

Jaymes Vettraino

Its: Member



Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

January 18, 2018

Mr. Lloyd Collins
Interim City Manager
City of South Lyon
335 S. Warren St.
South Lyon, MI 48178

Dear Lloyd:

Thank you for your selection of Plante & Moran, PLLC to assist you. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC (PM) will provide to City of South Lyon ("City of South Lyon").

Scope of Services

We will provide advice and consulting services to assist the City of South Lyon in connection with preparation of the budget for fiscal year beginning July 1, 2018. Our services may include:

- Creating a budget template in Excel and Word for all funds of the City. The proposed template will be reviewed and approved by Lori Mosier prior to use in the budget process.
- Providing other Excel based tools for the City to use. All proposed templates will be reviewed and approved by Lori Mosier prior to use in the budget process. An example of such a tool is a spreadsheet to calculate payroll and benefit costs by department.
- Interviewing department heads to assist in gathering necessary information to prepare the budget
- Attending budget workshops with you, City department heads, and/or City Council
- Providing insight to the City with respect to financial trends in local Michigan government finance in areas such as property taxes, state-shared revenue, Act 51 revenue, pension and healthcare costs
- Inputting proposed budget line items into BS&A software
- Reviewing schedules prepared by the City and its staff and offering suggestions for edits and/or improvements
- Assisting in the preparation of a draft budget document for the review and approval of City management prior to presentation to city council.
- Revising draft budget to accommodate changes requested by Management and Council.

The above list is representative of the types of services we will provide on this assignment; however, the extent of our assistance in the process is still up to the City. We offer two options:



1. Lori Mosier, City Bookkeeper, will be the primary preparer of the budget document. Our services will be supplementary to the process and will be in support of Ms. Mosier. This option is less time intensive.
2. We will be the primary preparer of the budget document under the direct supervision of Ms. Mosier. This option is significantly more time intensive.

As noted in MCL 141.434, Sec. 14(1), the chief administrative officer of the City has final responsibility for the budget presented to the legislative body. Consequently, Interim City Manager agrees to accept responsibility for reviewing and approving the assistance we provide.

Our service is provided at your discretion. We will provide services as requested by you, subject to our own internal capacity limitations. The team serving you will be separate from the audit engagement team. Our work product will be performed under the direction and supervision of the bookkeeper. We will not make management decisions on behalf of the City or, in any way, perform tasks that will impair Plante Moran's ability to continue on as the auditors for the City of South Lyon under all applicable independence standards of our profession.

It should be noted that at no time during this engagement will we be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, and handling cash in any way. All consulting services provided will be conducted under your direction and will be supervised and approved by management.

Fees and Payment Terms

Our proposed monthly fee, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the actual time that staff expend and will be billed at the following discounted hourly rates:

Financial Specialist	\$125
Senior Manager	\$200
Partner	\$300

Travel time after the first hour per day will be billed at 75% of the above rates.

If Option #1 is selected, our fee will be controlled by the City based on the assistance requested by Ms. Mosier and City Management.

If Option #2 described above is selected, our not-to-exceed fee is \$15,000.

Any other projects or consulting services in addition to the assistance noted above, including employee benefits analysis, facility analysis, creation of general fund long-term forecast, preparation of utility rate model, etc..., may be requested by City management. Fees for those additional services will be negotiated and included in a separate engagement letter.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided, are due when received. In the event an

Mr. Lloyd Collins
City of South Lyon

3

January 18, 2018

invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

PLANTE & MORAN, PLLC



Brian J. Camiller

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of South Lyon and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement letter. This agreement may be amended by written agreement between Plante & Moran, PLLC and City of South Lyon.

City of South Lyon

Lloyd Collins
Interim City Manager

Date

Please circle the service option requested by the City as noted above.

1. Supplemental assistance (hourly rates)
2. Primary budget preparation (hourly rates, not to exceed \$15,000)

plante
moran

Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our consulting services dated January 18, 2018 between Plante & Moran, PLLC (referred to herein as "PM") and City of South Lyon (referred to herein as "City of South Lyon").

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, the City of South Lyon acknowledges that City of South Lyon is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. City of South Lyon has designated Lloyd Collins, Interim City Manager and Lori Mosier, Bookkeeper, to oversee the services PM will provide.
2. **Nature of Services** – PM's temporary finance services will be based on information and records provided to PM by City of South Lyon. PM will rely on such underlying information and records and temporary finance services will not include audit or verification of the information and records provided to PM in connection with the temporary finance services.

The temporary finance services PM will perform will not constitute an examination or audit of any City of South Lyon financial statements or any other items, including City of South Lyon's internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If City of South Lyon requires financial statements or other financial information for third-party use, or if City of South Lyon requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, City of South Lyon agrees not to associate or make reference to PM in connection with any financial statements or other financial information of City of South Lyon. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

3. **Project Deliverables** – At the conclusion of PM's temporary finance services and periodically as PM progresses, PM will review the results of its work with City of South Lyon and provide City of South Lyon with any observations related to PM's services that PM believes warrant City of South Lyon's attention. PM also will provide City of South Lyon with copies of analyses or other materials that PM may develop in the course of this engagement upon City of South Lyon's request. PM will not issue a written report as a result of this engagement and City of South Lyon agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for City of South Lyon's purposes.
4. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, "Electronic Documents") to City of South Lyon, such Electronic Documents will be provided in a format determined to be acceptable to PM. City of South Lyon acknowledges and agrees that City of South Lyon's ability to access such Electronic Documents requires software programs which PM does not develop, license, distribute, support, or sell, and City of South Lyon shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by City of South Lyon.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the project deliverables and are to be used only as expressly described in and authorized by the project deliverables. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the project deliverables. Further, City of South Lyon acknowledges that City of South Lyon is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electronic Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding project deliverables.

City of South Lyon acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for City of South Lyon and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, "PM Intellectual Property"). City of South Lyon agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Professional Services Agreement – Consulting Services

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter), PM grants to City of South Lyon a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. City of South Lyon agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the project deliverables.

If and to the extent PM shares information obtained from third-party data sources with City of South Lyon, City of South Lyon agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

5. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of City of South Lyon, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to City of South Lyon, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of City of South Lyon.

In the interest of facilitating PM's services to City of South Lyon, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, City of South Lyon recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both City of South Lyon and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform City of South Lyon in a timely manner of such request and to cooperate with City of South Lyon should City of South Lyon attempt, at City of South Lyon's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to City of South Lyon as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon City of South Lyon's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. City of South Lyon acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

6. **Consent to Disclosures to Service Providers**– In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for City of South Lyon. In order to enable these service providers to assist PM in this capacity, City of South Lyon, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of City of South Lyon's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. City of South Lyon's consent shall be continuing until the services provided for this engagement agreement are completed.

Professional Services Agreement – Consulting Services

7. **Third-Party Data** – PM may reference third-party data sources in performing the services described in this engagement letter. Third-party data may include publicly-available data, commercially-available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. City of South Lyon acknowledges that any commercially-available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that City of South Lyon will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with City of South Lyon, City of South Lyon agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This agreement does not convey to City of South Lyon a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent City of South Lyon from directly contracting with or obtaining a license from any third-party data source if City of South Lyon determines, in its sole discretion, that any such direct contract or license to be in its best interest.
8. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on City of South Lyon personnel providing PM staff the assistance necessary to satisfy City of South Lyon responsibilities under the scope of services. This assistance includes availability and cooperation of those City of South Lyon personnel relevant to PM's temporary finance services and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise City of South Lyon in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.
9. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. City of South Lyon agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
10. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at the hourly rates stated in this agreement, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. City of South Lyon acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
11. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). City of South Lyon acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
12. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, City of South Lyon agrees to limit the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the PM and/or the PM Persons to City of South Lyon shall not exceed the total fees paid by City of South Lyon to PM for the services provided in connection with this engagement agreement. City of South Lyon and PM agree that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, City of South Lyon's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable to City of South

Professional Services Agreement – Consulting Services

Lyon, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and City of South Lyon agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to City of South Lyon shall be limited to no more than the total amount of fees paid by City of South Lyon for the particular phase of services alleged to have given rise to any such liability.

13. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, City of South Lyon agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
14. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving City of South Lyon but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, City of South Lyon agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
15. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. City of South Lyon will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
16. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
17. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
18. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
19. **Conflicts of Interest** - PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. City of South Lyon understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of City of South Lyon.
20. **Agreement Not to Influence** – City of South Lyon and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. City of South Lyon agrees that PM employees are not "contract for hire." PM may release City of South Lyon from these restrictions if City of South Lyon agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the hourly rate stated in this agreement for the PM employee.
21. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.

Professional Services Agreement – Consulting Services

22. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Consulting Services

AGENDA NOTE

New Business: Item # 7

MEETING DATE: February 12, 2018

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Sealed Bid Award -Variable Frequency Drive Project
High Service Pumps 3 & 4 (Water Treatment Plant)

EXPLANATION OF TOPIC: Sealed bids were solicited for the Variable Frequency Drive Project at the Water Treatment Plant. Two bids were received: Peerless Midwest, Inc. - \$62,698.00; DF Best Company - \$54,500. The purpose of the project is to improve reliability of the water delivery system and to facilitate operations when the city water tower is out of service. Construction engineering costs are estimated at \$5,450. (Painting/coating of the water tower is anticipated for the fall of 2018.) Funds are available in the Water Department Budget: 101-556-970; Capital Outlay

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Bid results letter from Michael Darga, P.E. of Hubbell, Roth, and Clark, Inc. Bid tabulation sheet; copies of contractors' bids.

POSSIBLE COURSES OF ACTION: Award/Do Not Award the project to the low bidder, DF Best Company and authorize/do not authorize construction engineering costs not to exceed \$5,450.00 to Hubbell, Roth & Clark, Inc. (HRC)

RECOMMENDATION: Award the project to the low bidder, as specified; authorize engineering costs not to exceed \$5,450.00

SUGGESTED MOTION: Motion by _____, supported by _____ to award the Variable Frequency Drive project to DF Best Company for \$54,500.00, as specified, and authorize construction engineering costs for HRC, not to exceed \$5,450.00

02/12/18

PRINCIPALS

Daniel W. Mitchell
Nancy M. D. Faught
Keith D. McCormack
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton
Charles E. Hart

SENIOR ASSOCIATES

Gary J. Tressel
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCross
Albert P. Mickalich
Timothy H. Sullivan
Thomas G. Maxwell

ASSOCIATES

Marshall J. Grazioli
Donna M. Martin
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickel
Jane M. Graham
Todd J. Sneathen
Aaron A. Uranga
Salvatore Conigliaro

HUBBELL, ROTH & CLARK, INC.

OFFICE: 105 W. Grand River
Howell, MI 48843
PHONE: 517.552.9199
FAX: 517.552.6099
WEBSITE: hrcengr.com
EMAIL: info@hrcengr.com

February 2, 2018

City of South Lyon
335 South Warren St
South Lyon, MI 48178

Attn: Chief Lloyd Collins, Interim City Manager

Re: Bid Results
Water Treatment Plant High Service Pumps 3 & 4
Variable Frequency Drives

HRC Job No. 20171047

Dear Chief Collins:

On Tuesday, January 30, 2018 the City received and opened bids for the Water Treatment Plant High Service Pumps 3 & 4 Variable Frequency Drives. Two (2) contractors submitted bids of \$54,500 and \$62,698. The low bid was submitted by DF Best Company, Inc. of Howell. Attached is one (1) copy of the bid tab for your records.

DF Best Company, Inc. has successfully completed similar projects for the City in the past. Therefore, based on this information we would recommend that the City award the contract for the Water Treatment Plant High Service Pumps 3 & 4 Variable Frequency Drives to DF Best Company, Inc. in the amount of \$54,500.00.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Michael P. Darga
Michael P. Darga, P.E.

MPD/mpd

pc: City of South Lyon; L. Ladner, L. Deaton, R. Beason
DF Best; D. Best
HRC; J. VanDeCreek, M. Olane, file

BID TABULATION
WATER TREATMENT PLANT HIGH SERVICE PUMPS 3 & 4
VARIABLE FREQUENCY DRIVES
CITY OF SOUTH LYON
OAKLAND COUNTY

Bids Due: Tuesday, January 30, 2018 at 10:00 a.m.
HRC Job # 20171047

		DF Best Company 628 Pathway Howell, MI 517-548-0612		Peerless Midwest, Inc 8242 Embury Road Grand Blanc, MI 810-771-4729	
Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1. Provide & Install VFDs	1 LS	\$34,125.00	\$34,125.00	\$44,848.00	\$44,848.00
2. Provide & Install Pressure Transmitters	1 LS	\$3,075.00	\$3,075.00	\$5,275.00	\$5,275.00
3. Provide & Install Required Conduit & Wire	1 LS	\$9,250.00	\$9,250.00	\$5,075.00	\$5,075.00
4. Mod to Motor Starters & Equipment Rem	1 LS	\$3,050.00	\$3,050.00	\$2,500.00	\$2,500.00
5. UIS SCADA Modification & Program Allowance	5,000 dlr	\$1.00	\$5,000.00	\$1.00	\$5,000.00
Total Amount of Bid			\$54,500.00		\$62,698.00

ENGINEER: Michael P. Darga, P.E.
Hubbell, Roth & Clark, Inc.
105 W. Grand River Avenue
Howell, MI 48843

PROPOSAL
FOR
WATER TREATMENT PLANT
HIGH SERVICE PUMPS 3&4 VARIABLE FREQUENCY DRIVES
CITY OF SOUTHL YON
OAKLAND COUNTY, MICHIGAN

City of South Lyon
335 S. Warren Street
Wixom, MI 48178

Bids Due: Tuesday, January 30, 2018
On or Before 10:00 am, Local Time
HRC Job No. 20171047

To Prospective Bidders:

Name of Bidder: Peerless Midwest, Inc.

Address: 55860 Russell Industrial Parkway

Date: 1/26/2018 Telephone: 574-254-9050 Fax: 574-254-9650

The above, as Bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that the Drawings, Specifications, and all other information referenced in the Instructions to Bidders have been examined. Further, the Bidder is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The Bidder acknowledges that no representations or warranties of any nature whatsoever have been received, or are relied upon from the City of South Lyon, its agents or employees, as to any conditions to be encountered in accomplishing the work and that the bid is based solely upon the Bidder's own independent judgment.

The above, as Bidder, hereby certifies that the Drawings, Specifications, and other data provided by the Owner for bidding purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions which can be anticipated from the information provided for bidding.

The Bidder hereby affirms that the site of work has been inspected and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Bidder's sequence of construction, construction methods, or other conditions the Contractor/Bidder may create, at no additional cost to the Owner.

The above, as Bidder, confirms knowledge of the location of the proposed Water Treatment Plant High Service Pumps 3&4 Variable Frequency Drives Project and appurtenant construction in the City of South Lyon, Oakland County, Michigan, and the conditions under which it must be constructed; and also declares to have carefully examined the Site, Specifications, and Contract Documents which the Bidder understands and

accepts as sufficient for the purpose of constructing said Water Treatment Plant High Service Pumps 3&4 Variable Frequency Drives Project, and appurtenant work, and agrees to contract with the City of South Lyon to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the City of South Lyon, in strict accordance with the Owner's General Conditions, and with the full intent of the Contract Documents, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in full payment therefore the sum of:

BASE BID (As described in Section 02030)

<u>Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Provide & Install VFDs	@ Lump Sum	= \$ 44,848.00
2. Provide & Install Pressure Transmitters	@ Lump Sum	= \$ 5,275.00
3. Provide & Install Required Conduit & Wire	@ Lump Sum	= \$ 5,075.00
4. Modification to Motor Starters & Equip Rem	@ Lump Sum	= \$ 2,500.00
5. UIS SCADA Modification & Program Allowance	@	= \$ 5,000.00
Total Amount of Bid		\$ 62,698.00

ALTERNATES

Voluntary Alternates proposed by the Bidder will not be considered. The Bidder shall submit a bid based on the information outlined in the Specifications.

The Owner reserves the right to award Bid depending upon the availability of funds.

The Owner, at its sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive, or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

TAXES

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

ADDENDA

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

TIME OF COMPLETION

If awarded the Contract for the Water Treatment Plant High Service Pumps 3&4 Variable Frequency Drives Project, we agree to have all work substantially completed by June 1, 2018. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be complete by July 1, 2018.

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 02030 Sequence of Construction and Special Project Requirements, must be strictly adhered to.

LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the City of South Lyon. The Bidder guarantees that the work will be completed within the time limit stated herein before or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of Two Hundred Fifty Dollars (\$250.00), for each and every calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion dates. Specifically, liquidated damages will be assessed daily beginning June 1, 2018 until such a time that Substantial Completion is achieved and further if all work is not completed by the Final Completion Date.

BIDS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than 60 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If the undersigned enters into the contract in accordance with their proposal, or if their proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: Peerless Midwest, Inc.

Signature: Steven D. Studer Title: Project Manager

Printed Name: Steven D. Studer

Address: 8242 Embury Road; Grand Blanc, MI

County: Genesee State: Michigan

Telephone No.: 810-771-4729 Fax No.: 616-527-5508

Email Address: steve.studer@peerlessmidwest.com

LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) Pearless Midwest, Inc.

The undersigned hereby designates below the business address to which all notices, directions or other communications may be served or mailed:

Street 55860 Russell Industrial Parkway

City Mishawaka

State Indiana

Zip Code 46545

The undersigned hereby declares the legal status checked below:

☐ INDIVIDUAL

☐ INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME

☐ CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan

☒ CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF Indiana

_____ The Corporation is

☒ LICENSED TO DO BUSINESS IN MICHIGAN

☐ NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of Indiana

NAME AND TITLE

HOME ADDRESS

Steven D. Studer

8320 N. Port

Project Manager

Grand Blanc, MI 48439

Signed and Sealed this 26th

day of January, 2018

Ashley Zeher
Ashley Zeher, Public Notary

JAN 26 2018
NOTARY PUBLIC - MICHIGAN
GENESEE COUNTY
MY COMMISSION EXPIRES 5/3/2023
ACTING IN GENESEE COUNTY

Steven D. Studer
By (Signature) Steven D. Studer

Steven D. Studer
Printed Name of Signer

Project Manager
Title

PROPOSAL
FOR
WATER TREATMENT PLANT
HIGH SERVICE PUMPS 3&4 VARIABLE FREQUENCY DRIVES
CITY OF SOUTHLION
OAKLAND COUNTY, MICHIGAN

City of South Lyon
335 S. Warren Street
Wixom, MI 48178

Bids Due: Tuesday, January 30, 2018
On or Before 10:00 am, Local Time
HRC Job No. 20171047

To Prospective Bidders:

Name of Bidder: D.F. BEST COMPANY, Inc.
Address: 628 Pathway Drive, Howell MI 48843
Date: 1/30/2018 Telephone: 517-548-0612 Fax: 517-548-0911

The above, as Bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that the Drawings, Specifications, and all other information referenced in the Instructions to Bidders have been examined. Further, the Bidder is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The Bidder acknowledges that no representations or warranties of any nature whatsoever have been received, or are relied upon from the City of South Lyon, its agents or employees, as to any conditions to be encountered in accomplishing the work and that the bid is based solely upon the Bidder's own independent judgment.

The above, as Bidder, hereby certifies that the Drawings, Specifications, and other data provided by the Owner for bidding purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions which can be anticipated from the information provided for bidding.

The Bidder hereby affirms that the site of work has been inspected and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Bidder's sequence of construction, construction methods, or other conditions the Contractor/Bidder may create, at no additional cost to the Owner.

The above, as Bidder, confirms knowledge of the location of the proposed Water Treatment Plant High Service Pumps 3&4 Variable Frequency Drives Project and appurtenant construction in the City of South Lyon, Oakland County, Michigan, and the conditions under which it must be constructed; and also declares to have carefully examined the Site, Specifications, and Contract Documents which the Bidder understands and

accepts as sufficient for the purpose of constructing said Water Treatment Plant High Service Pumps 3&4 Variable Frequency Drives Project, and appurtenant work, and agrees to contract with the City of South Lyon to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the City of South Lyon, in strict accordance with the Owner's General Conditions, and with the full intent of the Contract Documents, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in full payment therefore the sum of:

BASE BID (As described in Section 02030)

<u>Item</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Provide & Install VFDs	@ Lump Sum	= \$ <u>33,125.00</u>
2. Provide & Install Pressure Transmitters	@ Lump Sum	= \$ <u>3,075.00</u>
3. Provide & Install Required Conduit & Wire	@ Lump Sum	= \$ <u>9,250.00</u>
4. Modification to Motor Starters & Equip Rem	@ Lump Sum	= \$ <u>3,050.00</u>
5. UIS SCADA Modification & Program Allowance	@	= \$ <u>5,000.00</u>
6. Bond		\$ <u>1,000.00</u>
Total Amount of Bid		\$ <u>54,500.00</u>

ALTERNATES

Voluntary Alternates proposed by the Bidder will not be considered. The Bidder shall submit a bid based on the information outlined in the Specifications.

The Owner reserves the right to award Bid depending upon the availability of funds.

The Owner, at its sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive, or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

TAXES

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

ADDENDA

The Bidder acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

TIME OF COMPLETION

If awarded the Contract for the Water Treatment Plant High Service Pumps 3&4 Variable Frequency Drives Project, we agree to have all work substantially completed by June 1, 2018. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be complete by July 1, 2018.

The execution of all work and specific constraints as described in the contract drawings and specifications, with particular reference to Section 02030 Sequence of Construction and Special Project Requirements, must be strictly adhered to.

LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the City of South Lyon. The Bidder guarantees that the work will be completed within the time limit stated herein before or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Bidder shall be liquidated in the amount of Two Hundred Fifty Dollars (\$250.00), for each and every calendar day by which the Bidder shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion dates. Specifically, liquidated damages will be assessed daily beginning June 1, 2018 until such a time that Substantial Completion is achieved and further if all work is not completed by the Final Completion Date.

BIDS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than 60 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If the undersigned enters into the contract in accordance with their proposal, or if their proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: D.F. BEST COMPANY, Inc.

Signature: David F. Best Title: Vice President

Printed Name: David F Best

Address: 628 Pathway Drive

County: Livingston State: Michigan

Telephone No.: 517-548-0612 Fax No.: 517-548-0911

Email Address: dfbest @ dfbestco.com

LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) D.E. BEST COMPANY, Inc.

The undersigned hereby designates below the business address to which all notices, directions or other communications may be served or mailed:

Street 628 Pathway Drive

City Howell

State Michigan

Zip Code 48843

The undersigned hereby declares the legal status checked below:

☐ INDIVIDUAL

☐ INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME

☐ CO-PARTNERSHIP

The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan

☒ CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____

Michigan The Corporation is

☒ LICENSED TO DO BUSINESS IN MICHIGAN

☐ NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of Michigan

NAME AND TITLE

HOME ADDRESS

Janice M. McAndrews - President 628 Pathway Drive, Howell

David F. Best - Vice President 628 Pathway Drive, Howell

Signed and Sealed this 30th

day of January, 2018.

David F. Best
By (Signature)

David F Best
Printed Name of Signer

Vice President
Title

AGENDA NOTE

New Business: Item # 8

MEETING DATE: February 12, 2018

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: Roof Repair – 464 S. Lafayette St. (City Rental Property)

EXPLANATION OF TOPIC: The roof of the city-owned rental home at 464 S. Lafayette St. is in very poor condition, has been leaking, and is currently covered with a tarp. The garage roof is also in very poor condition. City Council previously directed the City Manager to obtain quotes for re-roofing the property. The Interim City Manager assigned the DPW Foreman, Ron Brock, to obtain quotes. Quotes were obtained from: McCarter Construction - \$8,871; A&Z Roofing - \$8,900; The Roof Company - \$13,160. Routine yearly maintenance costs to the City for 464 S. Lafayette are approximately \$3,525; approx. plumbing and electrical repairs are \$1,440; yearly taxes are \$3,919.60; Yearly rental income for the property is \$10,800. Known expenses for the last year, (not counting roof repairs), were approximately \$8,884.60; income minus known expenses for the property equals \$1,915.40.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Quotes from the above listed companies.

POSSIBLE COURSES OF ACTION: Authorize/Do Not Authorized roof repairs by McCarter Construction, (lowest quote). Elect to continue/discontinue renting 464 S. Lafayette. Provide reasonable notice to the renter if Council elects to discontinue rental of the property at a future date.

RECOMMENDATION: N/A

SUGGESTED MOTION: Motion by _____, supported by _____ to _____

02/12/18

#1

John McCarter Construction PROJECT PROPOSAL

**PREPARED FOR:
City of South Lyon
464 S Lafayette St, South Lyon MI 48178**



John McCarter Construction Project Proposal

Roofing Selections



Every Roofing Project from John McCarter Construction includes:

- *GAF Timberline HD shingles
- *Ice & water shield at 6ft and all pipe openings
- *Underlayment
- *Starter shingles at 360°
- *6 nail system
- *Replace plumbing boots
- *Venting cans, ridge vents or power vents
- *Replacement of OSB \$65/per 4' x 8' sheet installed
- * Reinstall antenna or dish as needed
- *Magnet sweep jobsite for nails
- *Clean site daily to broom clean condition

- *Haul debris using mobile dumpsters
- *Rooftop delivery of shingles
- *All equipment, labor & material included
- *Flashing at chimney
- *Includes 2 layer of tearoff of existing roofing system



Velux Skylights

- *Sun Tunnel installed
- *New or replaced skylights
- 10% off during roof installation

	TIMBERLINE HD LIFETIME	TIMBERLINE ULTRA HD LIFETIME	DESIGN II LIFETIME
GAF Ltd. Warranty Comparison Guide	SHINGLE	SHINGLE	SHINGLE
MATERIAL DEFECT COVERAGE			
100% Coverage Period	10 Years	10 Years	10 Years
Covers Roofing System	No, just shingles	No, just shingles	No, just shingles
Cost of Install Labor Included?	10 Years	10 Years	10 Years
WORKMANSHIP COVERAGE			
100% Coverage Period	5yrs by John McCarter Construction	5yrs by John McCarter Construction	5yrs by John McCarter Construction
Misapplication of Certain Flashings covered?	5yrs by John McCarter Construction	5yrs by John McCarter Construction	5yrs by John McCarter Construction
PEACE OF MIND			
"Maximum" wind coverage up to 130mph category 3 hurricane wind speed available?	Yes (with 6 nails and starter @ 360°)	Yes (with 6 nails and starter @ 360°)	Yes (with 6 nails and starter @ 360°)
Warranty transferable?	Yes	Yes	Yes
Free Transfer?	Yes	Yes	Yes
Good Housekeeping protection?	Yes	Yes	Yes

Initials \$ 8871 Initials \$ Initials \$

#2

A&Z ROOFING

24156 Haggerty Road • Farmington Hills, MI 48335
Ph: 248-395-7300 • Fx: 248-395-7301 • Email: info@az-roofing.com

Proposal #2835

February 2, 2018

Proposal Submitted To:

City of South Lyon
c/o Ron
23500 Dixboro
South Lyon, MI 48178

Project Location:

464 Lafayette
South Lyon, MI 48178

Phone: 248-437-6914

Email: rbrock@southlyonmi.org

11. Flat Section

- Install ½ inch fiberboard over flat areas
- Install 60 mil EPDM membrane as per manufacturer specifications
- Strip in metal edge as per manufacturer specifications

12. Clean up and haul all job related debris

30 Year Tamko 100% Material and Labor Warranty

5 Year A&Z Roofing Workmanship Warranty

Shingle Cost: ~~\$4,700.00~~

Flat Cost: ~~\$4,200.00~~

Notes:

- Permit will be an additional charge over and above the contract price.
- Any work not specifically mentioned above will be agreed upon prior to being performed and charged accordingly over and above the contract price.
- PRICES GOOD FOR 30 DAYS.** Any increase in material cost that may arise after this date will be passed onto the customer.
- PAYMENT DUE UPON CONTRACT ACCEPTANCE**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. **Any mechanical and/or electrical disconnects and/or reconnects if needed will be done at cost over the contract price or by others.** Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. **1.5% per month finance charge (18% per annum) added to delinquent accounts. Credit card payments will be subject to a 4% of the total invoice for bank charges.**

ACCEPTANCE OF PROPOSAL – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

SIGNATURE _____

DATE _____



24156 Haggerty Road • Farmington Hills, MI 48335
Ph: 248-395-7300 • Fx: 248-395-7301 • Email: info@az-roofing.com

Proposal #2835

February 2, 2018

Proposal Submitted To:

City of South Lyon
c/o Ron
23500 Dixboro
South Lyon, MI 48178

Project Location:

464 Lafayette
South Lyon, MI 48178

Phone: 248-437-6914

Email: rbrock@southlyonmi.org

SCOPE OF WORK

1. Remove all layers of existing shingles, flat, and haul
2. Any wood deck replacement if necessary will be replace at an additional cost of \$3.00 per lineal foot for 1x6 and \$45.00 per sheet of OSB over the contract price
3. Install new bithuthene ice and water guard 6 feet up from all eave edges and 3 feet at valleys
4. Install new T-style metal drip edge to all eave and rake edges
5. Install new synthetic base sheet to remainder of roof
6. Install new close cut valleys
7. Install new metal soil stack flashings
8. Install new metal step and counter flashings
9. Install new Tamko Heritage 30 year dimensional shingles
10. Install new hip and ridge caps

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. **Any mechanical and/or electrical disconnects and/or reconnects if needed will be done at cost over the contract price or by others.** Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. **1.5% per month finance charge (18% per annum) added to delinquent accounts. Credit card payments will be subject to a 4% of the total invoice for bank charges.**

ACCEPTANCE OF PROPOSAL – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

SIGNATURE _____

DATE _____

THE ROOF COMPANY

THE ROOF COMPANY.NET



REFERENCES
TESTIMONIALS



FULLY LICENSED
STATE OF MICHIGAN



CERTIFIED
MASTER SHINGLERS,
NO
SUBCONTRACTORS



FULLY INSURED
LIABILITY AND
WORKERS COMP



THE ROOF COMPANY

THE ROOF COMPANY.NET

CertainTeed

LANDMARK SERIES

TrueComfort

THE PROCESS

We provide protection of your home and property throughout the entire project using sheets of wood, tarps, rubber wheeled dump trailers and magnet sweepers. We tear off all the old roofing material and install the project in sections to ensure your house stays watertight throughout the project. We inspect all the wood decking and replace any bad wood. (charges may apply) Our goal is to provide an energy efficient, balanced ventilation system. This will ensure a long lasting, properly functioning roof system. We provide an amazing cleanup and dispose of all the trash.

COMPLETE ROOF SYSTEMS Include: Removal of old roofing materials * All new aluminum flashings * 6' Ice shield plus valleys * Synthetic underlayment * CertainTeed ridge vent * Debris removal * LIFETIME workmanship warranty

GOOD

- CertainTeed Landmark
- XT25 cap
- Integrity Roof System;
 - CertainTeed Winter Guard
 - CertainTeed Roof Runner
 - CertainTeed ridge vent
- All new flashings
 - Non prorated coverage for materials, labor, tear-off, and disposal expenses in years 1-10

\$ 13,140 -

BETTER

- CertainTeed Landmark PRO
- Shadow ridge cap
- Integrity Roof System;
 - CertainTeed Winter Guard
 - CertainTeed Roof Runner
 - CertainTeed ridge vent
- All new flashings
 - Non prorated coverage for materials, labor, tear-off, and disposal expenses in years 1-10

\$ 13,710

BEST

- CertainTeed Landmark PREMIUM
- Cedar Crest cap
- Decorative pipe covers
- Integrity Roof System;
 - CertainTeed Winter Guard
 - CertainTeed Roof Runner
 - CertainTeed ridge vent
- All new flashings
 - Non prorated coverage for materials, labor, tear-off, and disposal expenses in years 1-10

\$ 16,100

CertainTeed 5 Star Warranty

- CertainTeed 5 star Sure Start PLUS Warranty
 - Non prorated coverage for materials, labor, tear-off, and disposal expenses in years 1-50
 - Workmanship covered by CertainTeed

\$ 340 -

CertainTeed True Comfort insulation

- Add fiberglass blown in attic insulation to bring R value to R49. House only
- Install insulation baffles as needed to prevent intake vent blockage.

\$

Price Includes Smart Vent or Roof Mounted Intake.

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

January 15, 2018

City of South Lyon
Attn: Lisa Deaton, Clerk/Treasurer
335 S. Warren Street
South Lyon, MI 48178

Invoice # 1069827

In Reference To: General Labor Matters

Professional Services Rendered Through December 31, 2017

	<u>Hrs/Rate</u>	<u>Amount</u>
12/5/2017 PAA Receipt/review correspondence from and correspondence to City Manager regarding MERS issues and negotiations	0.70 160.00/hr	112.00
12/7/2017 PAA Review of Resolution for City Council in light of Collective Bargaining Agreement's language; Edit/revise Resolution	0.80 160.00/hr	128.00
12/13/2017 PAA Telephone conference with City Manager regarding status of FSA Agreement	0.10 160.00/hr	16.00
12/24/2017 PAA Receipt/review correspondence from and correspondence to City Manager regarding grievance	0.40 160.00/hr	64.00
12/28/2017 PAA Receipt/review correspondence from and correspondence to City Manager regarding negotiations with unions regarding new retirement plan	0.40 160.00/hr	64.00
For professional services rendered	2.40	\$384.00
Previous balance		\$3,402.00
12/28/2017 Payment - thank you. Check No. 73231		(\$3,402.00)

Johnson, Rosati, Schultz & Joppich, P.C.

	<u>Amount</u>
Balance due	<u>\$384.00</u>

Please include your Invoice Number on your payment. Thank you.

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

January 15, 2018

City of South Lyon
Attn: Lisa Deaton, Clerk/Treasurer
335 S. Warren Street
South Lyon, MI 48178

Invoice # 1069828

In Reference To: Michigan Tax Tribunal Matters

Professional Services Rendered Through December 31, 2017

			<u>Hrs/Rate</u>	<u>Amount</u>
<u>McDonald's/Docket 17-001243</u>				
12/18/2017	SSM	Receipt/review of Response to Motion for Default and Responses to Second Discovery Requests	1.10 130.00/hr	143.00
	SSM	Receipt/review of request from Michigan Tax Tribunal for conference call; respond to same	0.30 130.00/hr	39.00
12/19/2017	SSM	Review of file in preparation for conference call with Michigan Tax Tribunal	0.70 130.00/hr	91.00
	SSM	Conference call with Michigan Tax Tribunal	0.30 130.00/hr	39.00
	SSM	Correspondence to OCED regarding responses to Second Discovery Requests and Motion for Default	0.30 130.00/hr	39.00
12/21/2017	SSM	Receipt/review of Order Granting Motion for Default of Petitioner and awarding the City costs; Correspondence regarding same	0.50 130.00/hr	65.00
12/28/2017	SSM	Preparation of Bill of Costs; Final review of same prior to filing; Correspondence regarding same	1.10 130.00/hr	143.00

Johnson, Rosati, Schultz & Joppich, P.C.

			<u>Hrs/Rate</u>	<u>Amount</u>
Subtotal:			[4.30	559.00]
<u>Roco Brookwood/Docket 17-4029</u>				
12/28/2017	SSM	Receipt/review of Order and correspondence regarding same	0.20 130.00/hr	26.00
Subtotal:			[0.20	26.00]
<u>Roco Brookwood/Docket 17-4031</u>				
12/28/2017	SSM	Receipt/review of Order and correspondence regarding same	0.20 130.00/hr	26.00
Subtotal:			[0.20	26.00]
<u>Roco Brookwood/Docket 17-4036</u>				
12/28/2017	SSM	Receipt/review of Order and correspondence regarding same	0.20 130.00/hr	26.00
Subtotal:			[0.20	26.00]
<u>Roco Brookwood/Docket 17-4040</u>				
12/28/2017	SSM	Receipt/review of Order and correspondence regarding same	0.20 130.00/hr	26.00
Subtotal:			[0.20	26.00]
<u>Roco Brookwood/Docket 17-4044</u>				
12/28/2017	SSM	Receipt/review of Order and correspondence regarding same	0.20 130.00/hr	26.00
Subtotal:			[0.20	26.00]

		<u>Amount</u>
For professional services rendered	<u>5.30</u>	<u>\$689.00</u>
Previous balance		\$1,511.80
12/28/2017 Payment - thank you. Check No. 73231		<u>(\$1,511.80)</u>
Balance due		<u><u>\$689.00</u></u>

Please include your Invoice Number on your payment. Thank you.

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

January 15, 2018

City of South Lyon
Attn: Lisa Deaton, Clerk/Treasurer
335 S. Warren Street
South Lyon, MI 48178

Invoice # 1069829

In Reference To: City Attorney Retainer Work

Professional Services Rendered Through December 31, 2017

	<u>Hours</u>
<u>City Council</u>	
12/11/2017 TSW Prepare for Council meeting	0.50
TSW Correspondence to City Manager regarding impact of MERS plan changes on union agreements	0.40
TSW Receipt/review correspondence from City Manager regarding fire department personnel matter	0.10
TSW Attend Council meeting	2.60
12/21/2017 TSW Attend Special Council Meeting	0.90
SUBTOTAL:	<hr/> [4.50]

Johnson, Rosati, Schultz & Joppich, P.C.

			<u>Hours</u>
<u>District Court Prosecutions</u>			
12/4/2017	EKS	Review files in preparation for prosecutions	0.50
	CDS	Receipt/review correspondence from ()	0.20
	CDS	Correspondence to Court ()	0.20
	CDS	Receipt/review correspondence from ()	0.20
	CDS	Correspondence to ()	0.20
12/5/2017	EKS	Appear in court for morning prosecutions	2.00
	CDS	Receipt/review of Request for Discovery ()	0.20
	CDS	Receipt/review of Judge Bondy's 12/12/17 Docket	0.10
	CDS	Receipt/review of Judge Reed's 12/12/17 Docket	0.10
12/6/2017	CDS	Meeting with and ; Site visit ()	1.50
	CDS	Telephone conference with client ()	0.10
	CDS	Correspondence to South Lyon Police Department and Defense Counsel regarding Discovery ()	0.20
12/7/2017	CDS	Receipt/review of Judge Reeds' 12/14/17 Docket	0.10

			<u>Hours</u>
12/11/2017	CDS	Receipt/review correspondence from ()	0.20
	CDS	Preparation of Jury Instructions ()	0.50
12/12/2017	CDS	Receipt/review of Judge Bondy's 12/9/17 Docket	0.10
	CDS	Receipt/review of Judge Law's 12/19/17 Docket	0.10
	CDS	Receipt/review of Judge Reeds' 12/19/17 Docket	0.10
	CDS	Prosecute morning docket	3.00
	CDS	Telephone conference with ()	0.40
	CDS	Review of video recordings ()	0.40
	CDS	Telephone conference with client ()	0.10
12/13/2017	CDS	Preparation for trial ()	2.00
	CDS	Receipt/review correspondence from ()	0.20
12/14/2017	CDS	Attend Jury Trial ()	2.50
12/18/2017	CDS	Review of files for 12/19/17 docket	0.30
12/19/2017	CDS	Prosecute morning docket	4.00

			<u>Hours</u>
12/19/2017	CDS	Review of MMMA Card ()	0.20
	CDS	Receipt/review of ()	0.20
12/21/2017	CDS	Receipt/review correspondence from ()	0.20
	CDS	Telephone conference with client ()	0.10
	CDS	Telephone conference with Court ()	0.20
SUBTOTAL:			<hr/> 20.40

General City Attorney Work

12/1/2017	TSW	Review existing HVA Agreement, research regarding updates to exhibits to agreement and revised and edit HVA blood draw agreement and correspondence to Police Department regarding same	1.00
	TSW	Preparation of Agenda Note for resolution changing nominating petition deadline	0.40
12/4/2017	TSW	Correspondence to and from City Manager and regarding HVA blood draw agreement	0.20
	TSW	Continued preparation of agenda packet for resolution changing nominating petition deadline and correspondence to City Manager regarding same	0.30
	TSW	Correspondence to and from City Manager regarding information from MERS regarding changing from defined benefit to defined contribution for new hires	0.30
	TSW	Continued review of MERS resolutions and agreements for change from defined benefit to defined contribution for new hires	1.00

			<u>Hours</u>
12/4/2017	TSW	Attend meeting with City Manager regarding upcoming council agenda items	0.20
	TSW	Attend meeting with M Csapo of RROSOC and S Caramango of GFL regarding solid waste contract	1.20
	TSW	Attention to cable commission underwriting proposal and discussion with City Manager	0.30
	TSW	Attend meeting with City Manager regarding changes to MERS plans for non-union new hires	0.60
	TSW	Conference with City Manager regarding hiring procedures	0.20
	TSW	Conference with City Manager regarding personnel matters	0.10
	TSW	Conference with City Manager regarding liquor license ordinance status	0.20
	TSW	Receipt/review correspondence from T Sclafani regarding proposed restrictive covenant for 128 S Lafayette	0.10
12/5/2017	TSW	Research regarding LARA rules and regulations on medical marijuana facilities licensing act	0.70
	TSW	Continued review of MERS documents for preparation of resolution to change retirement plans for non-union new hires	0.40
	TSW	Telephone conference with J Waugh at MERS regarding changes to retirement plans for non-union new hires	0.40
	TSW	Preparation of resolution changing MERS retirement plan for non-union new hires	0.80
	TSW	Receipt/review correspondence from J Waugh at MERS regarding issues requiring City decision and options and impacts of decisions	0.40

			<u>Hours</u>
12/5/2017	TSW	Correspondence to and from regarding HVA agreement	0.10
	TSW	Correspondence to and from T Sclafani at Arcadis regarding costs	0.10
	TSW	Correspondence to and from Fire Chief regarding personnel matter	0.20
12/6/2017	TSW	Correspondence to and from Fire Chief regarding personnel matter	0.20
	TSW	Attend meeting with Cable Commission and City Manager regarding update and underwriting proposal	1.00
	TSW	Attend meeting with City Manager and Planning Consultant regarding medical marijuana facilities licensing act	0.80
	TSW	Preparation of resolution changing MERS retirement plan for non-union new hires from defined benefit to defined contribution plus plan	1.50
	TSW	Multiple telephone conferences with and multiple correspondence to and from City Manager and bookkeeper regarding issues for MERS resolution	1.00
	TSW	Receipt/review correspondence from Council Member Parisien regarding comments on liquor license ordinance	0.20
	TSW	Receipt/review correspondence from City Manager regarding information from MERS regarding documents for change in MERS plan for non-union new hires	0.20
	TSW	Telephone conference with and Receipt/review correspondence from City Manager regarding industrial tax abatement incentives	0.10
	TSW	Correspondence to City Manager regarding resolution and documents for change in MERS plan for non-union new hires	0.40

			<u>Hours</u>
12/7/2017	TSW	Receipt/review of Council agenda and packet	0.10
	TSW	Receipt/review correspondence from A Savage at HVA regarding blood draw agreement status and changes	0.20
12/8/2017	TSW	Review Council packet	0.30
	TSW	Review draft council minutes from 11/27/17	0.10
	TSW	Correspondence to and from Attorney for Alexander Center regarding questions	0.30
			No Charge
	TSW	Telephone conference with S Feinberg at MERS regarding status of change from DB to DC plan for new hires	0.20
	TSW	Telephone conference to and from S Feinberg and J Waugh at MERS regarding change from DB to DC and attendance at 12/11 council meeting	0.10
	TSW	Edit/revise resolution to change non-union new hires from DB to DC Plus plan and correspondence to Council regarding same	0.70
12/11/2017	TSW	Telephone conference with S Khan, attorney for Alexander Center regarding appeal and variance questions	0.20
	TSW	Correspondence to and from City Manager regarding MST issue	0.10
12/12/2017	TSW	Telephone conference with City Manager regarding MERS resolutions and agreements and Council resignation and fire department	0.50
	TSW	Telephone conference with regarding HVA agreement	0.10

			<u>Hours</u>
12/13/2017	TSW	Telephone conference with Bookkeeper regarding personnel matter	0.30
	TSW	Correspondence to and telephone conference with Mayor regarding personnel matter	0.60
	TSW	Research regarding filling council vacancy	1.60
12/14/2017	TSW	Receipt/review correspondence from and telephone conference with City Manager regarding filling Council vacancy due to resignation	0.30
	TSW	Correspondence to Mayor and Council regarding procedures and timing for filling Council vacancy	0.80
	TSW	Telephone conference with Mayor regarding personnel matter	0.50
12/18/2017	TRS	Research regarding election date; Conference with T. Wilhelm regarding same	0.30
	TSW	Research regarding resolution to allocate water and sewer tap fees	0.30
	TSW	Edit/revise HVA blood draw agreement per comments from HVA and police department and correspondence to and from A Savage at HVA	0.40
	TSW	Begin review of documents from Arcadis regarding proposed restrictive covenant on 128 S Lafayette	0.20
	TSW	Continued legal research regarding filling council vacancy	0.50
12/19/2017	TSW	Telephone conference with City Manager regarding leave of absence and miscellaneous issues	0.60
	TSW	Research regarding council rules and procedures including filling vacancy	1.50

			<u>Hours</u>
12/19/2017	TSW	Review of Charter regarding special meetings and Open Meetings Act requirements and correspondence to City Manager and Clerk regarding same	0.50
	TSW	Continued research and attention to issues related to City Manager leave of absence	1.40
	TSW	Receipt/review of correspondence from City Manager regarding leave of absence	0.20
	TSW	Attention to interim City Manager candidates and information and correspondence to Mayor regarding same	1.00
12/20/2017	TSW	Correspondence to and from A Savage at HVA regarding revised blood draw agreement between HVA and City	0.20
	TSW	Telephone conference with City Manager regarding special meeting and miscellaneous issues	0.50
	TSW	Continued research of issues relating to filling council vacancy	1.00
12/21/2017	TSW	Review of Protecting Local Government Retirement and Benefits Act	0.20
	TSW	Attention to transition issue relating to City Manager leave of absence	0.30
	TSW	Research regarding examples of other communities filling vacancy	0.60
	TSW	Continued research regarding appointee eligibility requirements and process of filling vacancy	1.50
			No Charge
	TSW	Multiple telephone conference with Council Members regarding special meeting agenda and related issues	1.40
	TSW	Research regarding interim manager issues and options	0.70

			<u>Hours</u>
12/21/2017	TSW	Review of information regarding water and sewer tap fees	0.10
	TSW	Preparation for special meeting regarding filling council vacancy	0.60
12/22/2017	TSW	Receipt/review of information regarding pump bids	0.10
	TSW	Attention to issues relating to City Manager absence and Interim Manager	2.20
12/28/2017	TSW	Review information regarding Michigan medical marijuana facility licensing act	0.10
	TSW	Receipt/review of correspondence from City Manager regarding MERS and union negotiations for changes for new hires and attention to related issues	0.50
	TSW	Receipt/review of correspondence from City Manager regarding union dispute regarding leave	0.30
	TSW	Attention to issues relating to City Manager absence and interim City Manager	0.60
12/29/2017	TSW	Correspondence to and from Mayor regarding status and City Manager leave	0.30
	TSW	Telephone conference with City Manager regarding status and leave	0.60
	TSW	Receipt/review correspondence from City Manager regarding information on interim manager candidates	0.40
	TSW	Receipt/review correspondence from City Manager regarding fund balance policy	0.20
	TSW	Attention to personnel matter	0.50

			<u>Hours</u>
12/29/2017	TSW	Receipt/review correspondence from City regarding personnel manual change regarding leave for non-union salaried employees	0.10
	TSW	Receipt/review correspondence from City Manager regarding IFT policy	0.20
SUBTOTAL:			<hr/> [41.70]

Labor

12/8/2017	DAK	Telephone conference with Fire Chief regarding application process for Chief's vacancy	0.30
SUBTOTAL:			<hr/> [0.30]

Ordinance Amendment

12/18/2017	TSW	Correspondence to Council Member Parisien regarding revised liquor license ordinance	1.00
12/22/2017	TSW	Review Public Act 112 of 2017 allowing charitable soliciting in the roadway and City's code of ordinances	0.90
12/27/2017	TSW	Begin preparation of ordinance amendment to address PA 112 of 2017 and revise peddlers, solicitors and canvassers ordinance	2.00
12/28/2017	TSW	Continued preparation of ordinance amendment to address PA 112 of 2017 soliciting in right of way and peddling, soliciting and canvassing	3.70
SUBTOTAL:			<hr/> [7.60]

Personnel

12/1/2017	TSW	Continued review of ADA accommodation request and analysis of related issues	0.80
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			<u>Hours</u>
12/1/2017	LBB	Preparation of correspondence to Mayor and Council Member regarding ADA accommodation request	0.20
	LBB	Receipt/review correspondence from Mayor regarding ADA accommodation request	0.10
	LBB	Receipt/review correspondence from Council Member regarding ADA accommodation request	0.10
12/4/2017	TSW	Review personnel matters and question	0.80
	LBB	Receipt/review of multiple correspondence from Mayor regarding ADA accommodation request	0.20
	LBB	Receipt/review correspondence from Council Member regarding ADA accommodation request	0.10
	LBB	Preparation of correspondence to Mayor regarding ADA accommodation request	0.20
12/5/2017	TSW	Review and attention to personnel matter and policy	0.30
12/6/2017	LBB	Preparation for and attend meeting with Mayor and City Council Member regarding ADA accommodation issues	2.60
12/12/2017	LBB	Preparation of correspondence to Mayor and Council Member regarding accommodation request	0.30
	LBB	Preparation of correspondence to City Manager regarding accommodation request	1.80
	LBB	Receipt/review correspondence from Council Member regarding accommodation request	0.10
	LBB	Receipt/review correspondence from Mayor regarding accommodation request	0.10
12/13/2017	TSW	Review and attention to personnel matter	1.60

			<u>Hours</u>
12/13/2017	LBB	Preparation of multiple correspondence to Mayor regarding accommodation request	0.80
	LBB	Telephone conference with Mayor regarding accommodation request	0.20
	LBB	Receipt/review of multiple correspondence from Mayor regarding accommodation request	0.30
	LBB	Receipt/review correspondence from Council Member regarding medical leave issues	0.20
	LBB	Legal research regarding ADA accommodation issues	0.40
	LBB	Receipt/review correspondence from City Manager	0.10
12/14/2017	LBB	Preparation of correspondence to Council Member regarding medical leave issues	0.20
	LBB	Legal research regarding Family Medical Leave Act issues	1.70
	LBB	Preparation of correspondence to Mayor regarding medical leave issues	0.20
	LBB	Receipt/review correspondence from Mayor regarding medical leave issues	0.10
12/15/2017	LBB	Legal research regarding Family Medical Leave Act issues in preparation of legal opinion to Council	2.90
	LBB	Preparation of correspondence to City Manager	2.70
	LBB	Preparation of correspondence to Mayor	0.30
	LBB	Receipt/review correspondence from Mayor	0.10

			<u>Hours</u>
12/15/2017	TSW	Telephone conference with Bookkeeper regarding personnel matter	0.30
	TSW	Attention to personnel matter	2.80
			No Charge
	TSW	Legal research regarding confidentiality of private employee medical information	0.80
	TSW	Telephone conference with Mayor regarding personnel matter	0.40
12/16/2017	LBB	Legal research regarding Family Medical Leave Act issues in preparation of legal opinion to City Council	0.30
12/18/2017	TSW	Continued research regarding privacy requirements relating to employee private medical information	0.50
12/19/2017	LBB	Continued legal research regarding Family Medical Leave Act issues	2.40
	LBB	Receipt/review of client documents regarding Family Medical Leave Act issues	0.10
	LBB	Preparation of correspondence to Mayor regarding Family Medical Leave Act issues	0.20
	LBB	Preparation of correspondence to City Manager regarding Family Medical Leave Act issue	0.30
	LBB	Preparation of Family Medical Leave Act Notice of Eligibility and Rights	0.50
	LBB	Preparation of Certification of Serious Medical Condition	0.30
	LBB	Preparation of legal opinion to City of South Lyon City Council regarding Family Medical Leave Act issues	5.30
12/20/2017	LBB	Preparation of correspondence to City of South Lyon Mayor regarding Family Medical Leave Act issues	0.20

		<u>Hours</u>
12/20/2017	LBB Preparation of correspondence to City Manager regarding Family Medical Leave Act issues	0.30
	LBB Continued preparation of correspondence to City Council regarding Family Medical Leave Act issues	2.40
	LBB Receipt/review correspondence from City of South Lyon Mayor regarding Family Medical Leave Act issues	0.10
	TSW Continued research regarding regulations regarding employee private medical information	0.40
	TSW Correspondence to Council regarding City Manager leave of absence	1.30
12/21/2017	LBB Receipt/review correspondence from Mayor regarding Family Medical Leave Act issues	0.10
	LBB Preparation of correspondence to Mayor regarding Family Medical Leave Act issues	0.10
	LBB Receipt/review correspondence from Council Member regarding ADA issues	0.10
	LBB Preparation of correspondence to Council Member regarding ADA issues	0.10
	SUBTOTAL:	[38.80]
		<u>Amount</u>
	For professional services rendered	113.30 \$12,874.50
	Previous balance	\$14,116.50
12/28/2017	Payment - thank you. Check No. 73231	(\$14,116.50)
	Balance due	<u>\$12,874.50</u>

Please include your Invoice Number on your payment. Thank you.

Monthly flat fee of \$9,000.00 for first 80 hours of work. Anything over 80 hours to be billed at the hourly rate of \$135.00

Weekly Report to City Council

January 08 – January 14, 2018

Interim City Manager

Chief Collins met with Anthony Dowson of Highland Treatment, Inc. on Tuesday. Issues discussed included wastewater plant operations, reporting requirements, and proposed lead and copper regulation changes by the Michigan Department of Environmental Quality, (MDEQ).

Chief Collins attended the Oakland County Association of Chiefs of Police meeting on Wednesday. Chief Collins met with law enforcement officials from throughout the metropolitan area and discussed matters of concern to law enforcement.

Chief Collins distributed information to City Council members regarding the four applicants to fill the vacancy on City Council created by the resignation of Councilmember Rzyzi.

Chief Collins attended the Downtown Development Authority, (DDA), Board of Directors meeting on Thursday. Numerous matters concerning downtown businesses, the farmers market, and Pumpkinfest were discussed.

Chief Collins and Lori Mosier met with Jim Graham, who is the recently retired assistant superintendent for finance from South Lyon Community Schools. The possibility of enlisting Mr. Graham's assistance with the city budgeting process was discussed.

Chief Collins contacted several applicants for the position of Utilities Superintendent. Due to delays in the process, it was necessary to confirm their continued interest in the position. Chief Collins also met with Bob Martin, who has been assisting City Manager Ladner with evaluation of applications. The process for scheduling/conducting interviews was discussed. Chief Collins also consulted with City Attorney Wilhelm regarding the interview process.

Council Inquiries

Council requested information regarding the city rental house at 464 S. Lafayette. Routine yearly maintenance to the property including lawn mowing, snow plowing and yard clean-up totaled \$3,525.00. Recent repairs including plumbing and electrical work totaled \$1,440.00. The estimated cost for roof replacement, (not including replacement roofing plywood), is between \$8,127.00 and \$13,544.00. Formal roof replacement bids will be obtained if Council so directs.

Council requested that the draft of the proposed liquor licensing ordinance would be e-mailed to the business people who attended the most recent meeting of the liquor license ordinance committee. The draft ordinance was e-mailed to those parties on Friday, 01/12/18.

A councilmember requested information regarding which employees had access to edit the City website, including an assigned log-in name and password. On 01/12/18, Phyllis, Megan, Patricia, Judy A., and Lt. Sovik had access. Lisa, Judy P., Lori, Don, and Bob Donohue did not have access. Marianne is off work due to sick leave, and it could not be determined whether she had access. The aforementioned deficiencies have been corrected and the listed employees have access, with the possible exception of Marianne. A refresher training class has also been scheduled for February 2, 2018 for those employees needing access to the city website.

Police Department

The following information is submitted relative to police department operations for the week of November January 8 through January 14, 2018. Department personnel handled 326 calls for service. Four liquor inspections were completed. Officers and cadets performed 109 vacation/property checks throughout our community. Officers conducted 59 school safety checks. Department personnel also conducted seven safety checks at churches within our community, including extra patrols on Wednesday, Saturday, and Sunday. Officers issued 82 warnings for traffic violations and wrote 15 traffic citations. Two subjects were arrested for driving while under the influence of alcohol or drugs. Five additional subjects were arrested and/or issued appearance tickets for various offenses. Officers performed 12 "citizen assists" throughout the week.

Police Department personnel assisted staff at South Lyon High School with a lock-down drill.

Sgt. Faught remains off work, (short term disability), due to recent surgery.

Part-time Clerk Christine Regentik worked on Wednesday, January 10th and will continue to work one day a week until her replacement is hired.

Fire Department

Austin Trudell was hired. Austin lives in South Lyon and attends South Lyon High School.

Internet is slightly better however in the afternoons it seems to stop.

Annual report is complete and it will be on your desk Monday.

Run report January 7-13

1 building fire.

12 ems calls

2 service calls

3 alarms.

Total 21 calls for the week. Year to-date total: 34

Water Department

Water and Clean water plants ran without interruption averaging appx. 1 MGD. Biotech finished hauling sludge for the fall/winter season totaling 425,000 gals. Monthly operating reports were sent to DEQ along with the WQP monitoring report. Copper and Lead letters were finished and will be mailed (1-16-18). Eagle Heights lift station lost power on Friday and was restored by Edison around 3:45 pm. Kevin and Cory worked as outside operators this week, which includes outside rounds, meter repairs and any finals. Deanna spent the week in lab. Dan and I worked inside the plant doing rounds and maintenance. James worked on inputting results for our wastewater report. Dan, Cory, and I started disassembling a piston pump for a complete overhaul. Anthony from Highland Treatment visited each day.

Clerk/Treasurer's Office

Completed minutes from January 8, 2018 meeting

Completed 1 FOIA request

Completed changes and balanced tax roll with Oakland County assessing

Tax disbursement to Oakland County for December tax payments

Notarized documents for residents

Posted special meeting notices for special meeting on January 18th and 20th.

Dog License – 10

Burials – 1

Processed Misc. Police Receipt - 1

Processed Parking Violations – 1

Processed South Lyon Woods – Month of December

Processed Rental Payment for property on South Lafayette

Processed Water Bill Payments – 558

Processed Tax Bill Payments – 79

Processed Rezoning Fees – 1

Processed Bank Transfers

Processed Bank Deposits

Balanced Daily Cash Drawer

Bookkeeper's Office

During the last week, we processed the following:

Verified, made corrections and posted all Cash Receipts (662 receipts totaling \$125,254.02) to the General Ledger

Entered and ran Council and Thursday checks (76 checks totaling \$124,936.64)

Worked on December month- end

Worked on Calendar year-end

Benefit administration-short term disability claims

Working on 1099s for payroll year-end

Contacted Dawn Grabinski at MERS to get the AFSCME bargaining unit started on the DC+ program for new hires

Coded and submitted medical claims and agent fees for payment

Cash reconciliations

Entered and posted monthly interest

Reviewed and submitted monthly MERS report

Met with Chief Collins regarding budget meeting with Jim Graham

Met with Ron Beason regarding pump purchase for lift station and the budget for Capital Outlay in Sewer. Also reviewed lead and copper letter before Chief Collins approves.

Reviewed and signed Cash Disbursement checks (Chief Collins was in DDA Meeting)

Requested cash transfer for the MERS Retirement contribution

Converted Police Annual Report to PDF files for Lt. Sovik

Code Enforcement

01/09/18

Office, checked and followed up on messages from my days off. I spoke to a neighbor of 810 Talon Ct. The sidewalk is often blocked by a vehicle; the kids walking to the bus stop have to walk into the street. The sidewalks (corner home) have not been shoveled at the location. Per Building Dept. a permit was needed for a Back Flow Valve at the home. SLPD took care of the blocked sidewalk prior to my contact with the homeowner at 810. There was no answer at the door; Red Tag Warning and copy of the ordinance for the sidewalk and the permit were left. Complaint # E180002 was logged. Complaint #

E170014 was updated. I received a complaint of a snow covered, unlicensed vehicle that hadn't moved in months at 425 Donovan. Complaint # E180003 was logged.

01/10/18

There were multiple telephone calls from neighbors complaining of snow covered sidewalks made to City Hall. Many brought up being worried about children walking to school or Bus Stops. I went to 333 (Complaint # E180004) & 369 Princeton Drive (# E180005), 700 Hidden Creek Drive (# E180006), 166 (Complaint # E180007) & 170 Easton Drive (# E180008) and 189 (Complaint # E180009) & 220 Columbia Drive (# E180010). There was no answer at the doors of any of the listed locations. I left a Red Tag Warning and a copy of the ordinance that stated the sidewalks had to be cleared within 24 hours of the snow stopping. Reports were logged for each address. Research and history of complaints at 111 N Lafayette (green Artcraft, Bonner Bldg), 135 E Lake (RCA, Bonner Bldg), 110 Detroit and 333 S. Lafayette (Mo's Auto Repair) were completed. Copies of reports and photographs were given to Bob Donohue.

01/11/18

I received an email from the owner of the corner vacant lot, S/E corner of E Lake and Wells. He stated he had cleared the sidewalks yesterday as requested, (confirmed) on both streets and will be hiring someone to take care of it in the future. Complaint # E180001 was closed. Between shoveling and the warm weather today, the seven complaints taken yesterday for snow covered sidewalks were all closed. Telephone complaint was taken about an unlicensed junk vehicle and dog droppings in front of 412 N Reese. I spoke with the homeowner's brother; he stated he would advise his sister of the two issues. Complaint # E180011 was logged.

Zoning Administrator

- 500 Stryker Rezoning application, review, and public hearing notice
- Sun Steel Reviews continued
- 115-117 N. Lafayette preparing for Planning Commission
- Carriage Trace Phase 5 Meeting
- Answered numerous zoning and ZBA related questions from the public
- Alexander's possible ZBA
- Partially put together 231 mailed out public hearing notices for 500 Stryker

Building Department

Permits Issued

Electrical – 1

Ground Sign – 1

New Residential – 1

New Residential Plan Review – 2

Inspections Completed

Electrical – 1

Mechanical – 2

Plumbing – 5

Building – 30

20 of the Building inspections were completed as status inspections for Water's Edge Apartments. Inspections were needed at each apartment for occupancy due to the fire. All inspections have failed.

Economic Development & DDA

- Working with A Good Day Café Owner/Manager Jennifer McPherson on a press release to go out ASAP. A soft opening is still in place. A Grand opening is expected in a few weeks after the menu is tweaked and the staff training is complete.
- Continuing to receive more input on the draft Downtown Historic Walking Tour Brochure with hope of printing and distribution in March, 2018.
- New discussions now taking place with a potential Restaurant and a separate Wine Bar.
- Met with the new owner of the former Quit Shop on E. Lake Street who is now in the process of hiring a realtor and has lowered the lease rate.
- Continuing to assist the Lake Street Car Show organizers, Deb and Doug Cook, with their proposed All Day Car Show entitled: "Lake Street Cruise-In Motorfest," planned for July 28, 2018.
- The DDA Board Meeting held on Thursday, December 14, 8:30 a.m. at City Hall was very productive the next DDA Board Meeting will be combined with the Annual DDA Board Retreat to be held on February 15
- Continued research of "Platform Dining" for Downtown Restaurants
- Continued working on a Draft of the proposed Historic Walking Tour brochure for Downtown. Now gathering more input from local citizens.
- Had discussions with Oakland County Business Development staff regarding Superb Fabricating's plans to expand, and a variety of possible financial incentives that they may seek to utilize

Water Department

Water and Clean water plants ran without interruption averaging appx. 1 MGD. Biotech finished hauling sludge for the fall/winter season totaling 425,000 gals. Monthly operating reports were sent to DEQ along with the WQP monitoring report. Copper and Lead letters were finished and will be mailed (1-16-18). Eagle Heights lift station lost power on Friday and was restored by Edison around 3:45 pm. Kevin and Cory worked as outside operators this week, which includes outside rounds, meter repairs and any finals. Deanna spent the week in lab. Dan and I worked inside the plant doing rounds and maintenance. James worked on inputting results for our wastewater report. Dan, Cory, and I started disassembling a piston pump for a complete overhaul. Anthony from Highland Treatment visited each day.

DPW

The week of January 8-12-2018 the DPW performed numerous tasks that were reported in last week's progress report and are duplicated each week. Some of these tasks are performed on either a daily, weekly or monthly basis. Listed in black (first list) is work done repeatedly (daily, weekly or monthly) and listed in red (second list) is work that has been completed this week in addition to the repeat work.

Street Sweeping (City wide)

Trash removal City wide and in Parks

Miss Digs (as requested)

Brush Removal and Chipping (City wide)

Cold Patching of Streets Needed

Snow Plowing / Salting streets

Repair frozen water line 399 S. Lafayette

Vactor was taken to Doheny for high pressure hose repair

Christmas decorations removed from downtown, parks and other locations

TV sewer line 465 Ada St

Remove snow and ice from catch basins for drainage city wide

Open and close grave

Clean DPW office