



# Brighton City Council Meeting

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City Hall Council Chambers • 200 N First St. • Brighton, Michigan 48116  
(810) 227-1911 • [www.brightoncity.org](http://www.brightoncity.org)

## Regular Business Meeting February 20, 2020 – 7:30 p.m.

### AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Consider Approval of the Agenda
5. Consider Approval of Consent Agenda Items

#### Consent Agenda Items

- a. Approval of Minutes: [Study Session Meeting of February 6, 2020](#)
- b. Approval of Minutes: [Regular Meeting of February 6, 2020](#)
- c. Approval of Minutes: Closed Session Meetings of February 6, 2020
- d. [Approval of TetraTech Engineering Retainer Services Extension from March 1, 2020 through June 30, 2020](#)
- e. [Appointment of Derek Daskaluk to the Board of Review](#)

#### Correspondence

6. Call to the Public
7. Staff Updates
8. Updates from Councilmember Liaisons to Various Boards and Commissions

#### New Business

9. Consider Staff Direction Regarding the Principal Shopping District
10. [Consider Possible Participation in a Multi-Jurisdictional Lee Road Rehabilitation Project](#)

#### Other Business

11. Call to the Public
12. Adjournment



# City Council Study Session

200 N First St • City Hall Council Chambers • Brighton, Michigan 48116  
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## MINUTES OF THE STUDY SESSION OF THE BRIGHTON CITY COUNCIL HELD ON FEBRUARY 6, 2020

### CALL TO ORDER

Mayor Pro Tem Gardner called the Study Session to order at 6:30 p.m.

### ROLL CALL

Present were Mayor Pro Tem Gardner, Councilmembers: Bohn, Emaus, Muzzin, Pettengill, and Tobbe. Mayor Pipoly was absent. City Manager Nate Geinzer, City Clerk Tara Brown, Community Development Manager Mike Caruso, Finance Director Gretchen Gomolka, DPS Director Marcel Goch, Engineer Kari Jozwik, Sergeant Pirochta, Attorney Paul Burns, and Attorney Jeff Alber. There were two people in the audience.

**Motion** by Councilmember Emaus, seconded by Councilmember Tobbe to excuse Mayor Pipoly for personal reasons.

### APPROVAL OF AGENDA

**Motion** by Councilmember Emaus, seconded by Councilmember Pettengill to approve the agenda as presented. **The motion carried without objection.**

### CALL TO THE PUBLIC

Mayor Pro Tem Gardner opened the Call to the Public at 6:31 p.m. Hearing and seeing no comment, Mayor Pro Tem Gardner closed the Call to the Public at 6:31 p.m.

### CONSIDER ENTERING INTO CLOSED SESSION FOR THE PURPOSE OF DISCUSSING THE PURCHASE OR LEASE OF REAL PROPERTY PURSUANT TO MCL 15.268(d)

**Motion** by Councilmember Tobbe, seconded by Councilmember Muzzin to enter into closed session at 6:31 p.m. for the purpose of discussing the purchase or lease of real property pursuant to MCL 15.268(d). **The motion carried without objection by roll call vote.**

The Study Session reconvened at 6:55 p.m.

### DISCUSSION: NORTHWEST NEIGHBORHOODS

Manager Geinzer began by focusing the attention of discussion to the CSX portion of N 3<sup>rd</sup> Street. Mr. Geinzer highlighted several construction options to present to CSX with regards to the turnaround portion by 225 N 3<sup>rd</sup> Street while leaving access for CSX vehicles. Much of this portion of the project will be centered around presenting the best solution to CSX while being fiscally cognizant for best use. After much conversation, the general consensus was to bring curb and gutter to the end of N 3<sup>rd</sup> Street by the last driveway, while narrowing the road and placing a small mountable berm for CSX access.

Engineer Jozwik indicated the final date for curb/gutter/sidewalk decisions for the northwest neighborhood project would be early spring to allow contractors enough time to bid the project.

### CALL TO THE PUBLIC

Mayor Pro Tem Gardner opened the Call to the Public at 7:26 p.m. Hearing and seeing no comment, Mayor Pro Tem Gardner closed the Call to the Public at 7:26 p.m.

**ADJOURNMENT**

**Motion** by Councilmember Tobbe, seconded by Councilmember Emaus to adjourn the Study Session at 7:26 p.m. **The motion carried without objection.**

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Tara Brown, City Clerk

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Susan Gardner, Mayor Pro Tem Gardner

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# Brighton City Council Meeting

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## MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON FEBRUARY 6, 2020

### 1. Call to Order

Mayor Pro Tem Gardner called the Regular Meeting to order at 7:30 p.m.

### 2. Pledge of Allegiance

### 3. Roll Call

Present were Mayor Pro Tem Gardner, Councilmembers: Bohn, Emaus, Muzzin, Pettengill, and Tobbe. Absent: Mayor Pipoly. Also present were City Manager Nate Geinzer, City Clerk Tara Brown, Community Development Manager Mike Caruso, Finance Director Gretchen Gomolka, DPS Director Marcel Goch, Sergeant Pirochta, Attorney Paul Burns, and Attorney Jeff Alber. There were three persons in the audience.

**Motion** by Mayor Pro Tem Gardner, seconded by Councilmember Pettengill to excuse Councilmember Pipoly for personal reasons. **The motion carried without objection.**

Mayor Pro Tem Gardner asked for a moment of reflection to honor the passing of Mayor Pipoly's mother, Margaret Pipoly.

### 4. Consider Approval of the Agenda

**Motion** by Councilmember Emaus, seconded by Councilmember Bohn to approve the agenda as amended moving items 5f and 5h to new business. **The motion carried without objection.**

### 5. Consider Approval of Consent Agenda Items

**Motion** by Councilmember Muzzin, seconded by Councilmember Emaus to approve the consent agenda as amended. **The motion carried without objection by roll call vote.**

#### Consent Agenda Items

- a. **Approval of Minutes: Retreat Meeting of January 11-12, 2020**
- b. **Approval of Minutes: Regular Meeting of January 16, 2020**
- c. **Approval of Minutes: Closed Meeting of January 16, 2020**
- d. **Approval of KEPS Technologies, Inc. dba ACD.net Metro Act Right-of-Way Permit Extension**
- e. **Approval to Recognize MADPAC Booster Club, INC. as a 501(c)3, Non-Profit for the Purpose of Obtaining a Charitable Gaming License, Resolution #20-03**
- f. ~~Approval to Replace the BS&A Server for a total of \$11,344.60 (moved to New Business)~~
- g. **Approval of MTT Consent Judgement for Stellar Hospitality Brighton LLC (Holiday Inn Express)**
- h. ~~Acceptance of Quarterly Financial and Investment Reports (moved to New Business)~~

#### Correspondence

### 6. Call to the Public

Mayor Pro Tem Gardner opened the Call to the Public at 7:36 p.m. Hearing and seeing no comment, Mayor Pro Tem Gardner closed the Call to the Public at 7:36 p.m.

### 7. Staff Updates

Director Goch stated the tree contractor will be starting work during the week of February 17, 2020, notices will

be sent out to those affected.

Clerk Brown updated that absentee ballot for the March 10, 2020 Presidential Primary will be sent out February 7, 2020 to all residents who have requested a ballot. If an absentee ballot is needed, please contact City Hall and ask for the Clerks department.

#### **8. Updates from Councilmember Liaisons to Various Boards and Commissions**

Councilmember Bohn stated the Planning Commission met to hold a public hearing for a proposed PUD agreement and rezoning of West Village, by S.R. Jacobson. The meeting lasted two hours, many of the resident's present were not in favor of the development. Mr. Bohn remarked the parcel has had several proposed developments in the past and consistently met with resident disapproval. He felt that no matter the development, it will be met with opposition.

Councilmember Emaus stated the Brighton Veterans Memorial will meet in March a definite date is still being decided. Mr. Emaus wished to clarify that the MADPAC be recognized as a non-profit for charitable gaming rather than what was stated on the agenda.

Mayor Pro Tem Gardner stated Livingston County has established a complete count committee for the 2020 Census. Many helpful tip and fliers are available on the county website for reference.

#### **New Business**

#### **9. First Reading and Setting of a Public Hearing for Proposed Text Amendments to Chapter 98 of the City of Brighton Code of Ordinances**

Community Development Manager Caruso began discussion with a brief overview of the intentions of the Planning Commission and the proposed text amendments and asked that a public hearing date of March 5, 2020 be set to field public comment.

Councilmember Muzzin asked that the letter given to City Council be read into the March 5, 2020 public hearing.

**Motion** by Councilmember Muzzin, seconded by Councilmember Emaus to set a public hearing for proposed text amendments to Chapter 98 of the City of Brighton Code of Ordinances for March 5, 2020 as approved and recommended by the Planning Commission. **The motion carried without objection.**

#### **10. First Reading and Setting of a Public Hearing for Proposed Map Amendments to Chapter 98 of the City of Brighton Code of Ordinances**

Community Development Manager Caruso began discussion with an overview and history of the proposed map amendments noting the properties involved are Lynch Funeral Home, Keehn-Griffin Funeral Home and a financial business as well as businesses located on the eastern portion of Grand River. The proposed designation will allow for more uses.

Councilmember Bohn asked Mr. Caruso to clarify that Keehn-Griffin Funeral home is not intending to expand and there is no intention or zoning to support the expansion of the funeral home to the residential parcels behind the funeral home. Mr. Caruso clarified that the zoning for the homes near Keehn-Griffin Funeral home will not change and current zoning would not support expansion nor is it the intension of Keehn-Griffin Funeral home to expand.

Councilmember Pettengill asked about the verbiage of fraternity, sororities, private clubs, and lodges listed under permitted uses within section B of the commercial district. Mr. Caruso stated the language was already in the zoning district.

#### **10a. Approval to Replace the BS&A Server for a total of \$11,344.60**

Manager Geinzer introduced the agenda item as a standard budgeted replacement of hardware for the BS&A

accounting software.

Councilmember Emaus asked that any acronyms be spelled out for those not familiar. Director Gomolka stated that at one time it was last names but is referred to BS&A, which is the suite of financial programs. Mr. Emaus asked if the server is strictly housed in Howell per the arrangements with a shared IT Manager with Howell. Manager Geinzer affirmed that the server is housed in Howell and is only for the City of Brighton use.

Councilmember Tobbe asked if the server is sufficient for the needs of the City. Director Gomolka stated that she would defer to the IT Managers recommendations and feels confident in his assessment of the City's IT needs.

**Motion** by Councilmember Emaus, seconded by Councilmember Tobbe to approve to replace the BS&A server for a total of \$11,344.60. **The motion carried without objection.**

#### **10b. Acceptance of Quarterly Financial and Investment Reports**

Councilmember Bohn asked how rents and royalties relates to the line item charges to major and local streets. Director Gomolka stated based on the government reporting, the major and local street fund pays the general fund for rented employees. Mr. Bohn asked for additional clarity to include a summary and itemization of the millage money. Director Gomolka clarified the presented quarterly financial spreadsheet is general fund, the millage is not reported and collected in the general fund. Manager Geinzer stated a software provider is currently being vetted for millage reporting to display on the City of Brighton website.

Councilmember Emaus complemented staff for including and generating this report for interested citizens. He thanked staff for including this valuable resource.

**Motion** by Councilmember Muzzin, seconded by Councilmember Emaus to accept the quarterly financial and investment reports. **The motion carried without objection.**

#### **Other Business**

##### **11. Call to the Public**

Mayor Pro Tem Gardner opened the Call to the Public at 8:02 p.m. Hearing and seeing no comment, Mayor Pro Tem Gardner closed the Call to the Public at 8:02 p.m.

##### **12. Consider Entering Closed Session to Receive Written Attorney-Client Privileged Communication Pursuant to MCL 15.268(h)**

**Motion** by Councilmember Tobbe, seconded by Councilmember Muzzin to enter into closed session to receive written attorney-client privileged communication pursuant to MCL 15.268(h). **The motion carried without objection by roll call vote.**

City Council reconvened the regular meeting at 8:42 p.m. Mayor Pro Tem Gardner advised that item 13 will be deleted from the agenda.

##### ~~**13. Consider Possible Actions Resulting from Closed Session**~~

##### **14. Adjournment**

**Motion** by Councilmember Emaus, seconded by Councilmember Pettengill to adjourn the meeting at 8:43 p.m. **The motion carried without objection.**



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL February 20, 2020

**SUBJECT: CONSIDER APPROVAL OF TETRATECH ENGINEERING RETAINER SERVICES FROM MARCH 1, 2020 THROUGH JUNE 30, 2020.**

### ADMINISTRATIVE SUMMARY

- Last year City Council directed staff to evaluate some of the City's professional service providers in an attempt to confirm rates were consistent with current market pricing and the services delivered. Engineering was one of these services. For the past several years, Tetra Tech Engineering Company has provided general engineering services under a yearly retainer contract. In 2019, the contract was renewed for eight months instead of twelve with the intention of completing a Request for Proposal (RFP), using a Qualifications Based Selection (QBS) process, at the end of the current contract date of February 28, 2020. While staff is currently working on the completion of this RFP, additional time is required to finalize provisions before it will be ready.
- With this in mind, staff has asked Tetra Tech to extend the current service agreement from March 1, 2020 to June 30, 2020; this will give staff enough time to complete the RFP process. With this document, you will find a service proposal for your review. The attached proposal will continue to provide services included below in addition to other services needed:
  - Site plan coordination meetings prior to site plan submittals.
  - Attendance at intergovernmental meetings.
  - Reviewing and providing a response to requests for utility service.
  - Preparing conceptual cost opinions for infrastructure projects for use in budgeting.
- The monthly cost of retainer services will remain the same at \$1,400 per month for a total of \$5,600 at the end of the contract extension. In addition, Tetra Tech has increased the retainer service hour's maximum from eight hours to ten hours per month with additional hours continuing to be billed at \$130 per hour.
- Once the RFP process is complete, staff will return to City Council to present its findings and discuss options and seek direction at that time. The objective is to have the RFP process finalized before the 2020/2021 fiscal year begins.
- Service Terms have been reviewed by the City Attorney and funding for Engineer Retainer Services has been budgeted in the 2019/2020 Budget.

### RECOMMENDATION

Approval of Engineering Retainer Services Extension to Tetra Tech Engineering Services Company from March 1, 2020 through June 30, 2020.

Prepared by: Marcel Goch, DPS Director

Approved by: Nate Geinzer, City Manager

Attachment: Tetra Tech Proposal

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February 11, 2020

Mr. Nate Geinzer  
City of Brighton  
200 North First Street  
Brighton, MI 48116

**Re: Retainer Services March 2020 to June 2020 Period**

Dear Mr. Geinzer:

For a number of years we have provided general engineering services to the City through our retainer agreement. This arrangement has provided the City with a discounted rate for a set number of service hours per month to assist City staff in daily tasks where engineering input is requested. Our current retainer contract with the City will expire on February 28, 2020. It is our understanding the City would like to extend the term of this agreement to the end of June 2020. For the upcoming period, we propose a minor revision in the monthly rate from the previous year.

For the referenced period of service, we propose a retainer service fee of \$5,600 on the basis of \$1,400 per month. The base fee will consist of miscellaneous services of up to 10 hours per month. The base fee of \$1,400 will be invoiced monthly regardless of whether the entire 10 hours of allocated time has been used.

The scope of services for the retainer typically include attendance at City Council, Traffic Safety Advisory Board meetings, and other meetings as requested by City Council and/or staff by our Representative Engineer(s). Additionally, general engineering services requested above the 10 hours per month will be billed at \$130 per hour. As in the past, project-related tasks or more time-consuming services will be performed under separate proposals, as requested.

Engineering services for the retainer commence on March 1, 2020, and expire on the 30th day of June 2020. This agreement shall continue to be enforced thereafter on a monthly basis until a written sixty (60) day notice of termination or an acceptable renewal is received by the Engineer. Our standard terms and conditions are attached and considered a part of this proposal.

If this proposal is acceptable, please sign in the space provided below and return a copy to our office.

Mr. Nate Geinzer  
Retainer Services March 2020 to June 2020 Period  
February 11, 2020  
Page 2

We appreciate the opportunity to provide continuing professional services to the City of Brighton.

Sincerely,



Gary J. Markstrom, P.E.  
Unit Vice President

cc: Gretchen Gomolka

Attachment: Tetra Tech Standard Terms and Conditions

**PROPOSAL ACCEPTED BY CITY OF BRIGHTON**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Engineering Services Standard Terms & Conditions**

**Services** Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Client.

Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no other warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute  
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate  
Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage  
Professional Liability (E&O) - \$5,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a

representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate applicable laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Consequential Damages** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Lien Rights** Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL February 20, 2020

**SUBJECT: APPOINTMENT TO THE BOARD OF REVIEW**

### **ADMINISTRATIVE SUMMARY**

Currently the City of Brighton has a vacancy on the Board of Review. Mayor Pipoly is recommending that Derek Daskaluk be appointed to the Board of Review. Mr. Daskaluk has an extensive background in various managerial roles throughout his career as outlined in his attached resume. As such, Mr. Daskaluk's customer service background would be an asset when interacting with residents during appeals and role hearings.

### **RECOMMENDATION**

Appoint Derek Daskaluk to the Board of Review to complete the vacant term ending February 2022, as recommended by Mayor Pipoly.

Prepared by: Tara Brown, City Clerk

Approved by: Nate Geinzer, City Manager

**From:** [Nate Geinzer](#)  
**To:** [Tara Brown](#)  
**Subject:** FW: Board of Review  
**Date:** Wednesday, February 5, 2020 12:42:18 PM  
**Attachments:** [Derek Daskaluk](#)

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**From:** Derek Daskaluk [REDACTED]  
**Sent:** Wednesday, February 5, 2020 12:41 PM  
**To:** Shawn Pipoly <pipolys@BrightonCity.org>  
**Cc:** Colleen Barton <bartonc@BrightonCity.org>; Nate Geinzer <GeinzerN@brightoncity.org>  
**Subject:** Board of Review

Dear Shawn Pipoly:

I am applying for one of the open positions on the Board of Review for the City of Brighton. I feel that my experience in living in both Canada and United States along with my work experience has provided me the tools to be on the Board of Review. As you review my resume, you will see that I have held many management roles including running a company in Florida. Also note that I have taught "negotiation" training at Visteon corporation and was able to provide this training to many of the Visteon offices globally.

I feel that I have developed many people skills and pride myself in having many employees getting promotions that have initially worked with me. I have recently started my own company which provides contract business development to companies in the United States. I have been living in Brighton for approximately 25 years and I have been the President of our Condo Association in Knollwood Hills.

Please let me know if you have any questions.

Derek

Derek Daskaluk  
[REDACTED]

# DEREK DASKALUK



*Instrumental in generating over \$8.5 billion during career. Savvy sales leader recognized for negotiating win-win deals with customers, creating sales processes, sales solutions and sales organizations, serving as a trusted advisor to customers, and facilitating long-term strategic growth.*

Extraordinarily results-driven **Senior Sales, Marketing, New Business Development Executive** providing 25+ years of accomplishments in sales and sales leadership across automotive, commercial vehicle, aftermarket, steel, wood veneer and aluminum industries. Expertise spans technical and global sales, new product launches, OEM sales, distributor sales, ordinance sales, new sales infrastructure development, territory turnarounds, and sales training program development and leadership from small private companies to global organizations. Drove global sales by leading new business initiatives in more than ten countries across Europe and Asia. Accustomed to leading billion dollar sales organizations and leading ambitious sales professionals to develop sales solutions that drive sales to new levels.

Recognized for developing processes for warranty, field actions, auto materials, and unpriced parts, negotiating contracts ranging from \$200,000 to \$240 million, and establishing training programs that evolved into a benchmark for an \$18 billion company. Facilitated negotiation training programs in North America, Japan and Thailand and trained more than 220 professionals.

**Key Expertise:** *Technical and Global Sales...New Business Development... Sales Turnarounds... New Product Introductions... Sales Processes and Strategies... Strategic Selling....Sales Training... Customer Relationships...Sales Organizational Development and Training... P&L Management.*

## CAREER PATH SUMMARY

**DFD Sales Group Inc.** – Brighton, MI – April 2017 – present

### **President – Contract Business Development**

Focused on developing new customers for companies in a variety of markets including Automotive Commercial Vehicle, Recreational Vehicle and Industrial Markets.

**Modine Manufacturing Company**– Racine, WI – April 2014 – April 2017

*Modine Manufacturing Company has been leading the way in thermal management since 1916. Modine designs, manufactures and tests heat transfer products globally for a wide variety of applications and markets.*

### **Customer Manager– Automotive (Ford, GM, Daimler NA, Faurecia, Mahle, Hengst, Faraday Future and Rivian Automotive)**

Focused on developing new customers and improving relationships with the existing customers. Introduced a global sales call report that has been utilized by both engineering and sales in NA, Europe, China and India. Started a Global Conference Call for both GM and Ford to ensure consistent pricing and strategy globally.

Worked with Ford Engineering and Purchasing to have a bi-weekly conference call on battery chiller development on several new vehicles. Modine also participated in a global condenser benchmarking effort and was ranked second of all participants. Continue to work with Ford to get agreement on a first condenser program.

Launched the engine oil cooler for the GM SGE and HFV6 programs.

Modine has recently been awarded a liquid cooled charged air cooler for the next generation high performance engine for North America. In addition, I led the global team to win the first WTOC transmission oil cooler for all GM's new transmissions. This was the largest single program win in the history of the company.

Closely working with GM Purchasing on developing a mutually beneficial cost model for stacked plate coolers that will allow GM to source programs with minimal quoting by suppliers.

Led the Modine Sales Team to win the Cooling Module, Battery Chiller and Motor Cooler for the first Faraday Future vehicle being launched in NA.

**CEBI USA – Dearborn, MI – December 2013 – April 2014**

*CEBI is a group of partner companies with production locations in Luxembourg, Switzerland, Italy, Spain, Poland, Brazil, China and Mexico as well as sales offices in the Czech Republic, France, Germany, Mexico, the UK and the USA. Cebi offers components for automotive applications, household appliances, ventilation, electric vehicles and other industrial applications.*

**Sales Manager – Automotive and Commercial Vehicle Markets**

Focused on developing new customers and improving relationships with the existing customers. Introduced CEBI to several OEM's (GM, Nissan and Navistar) and several Tier 1 companies such as Bergstrom, Modine and Toledo Mold and Die.

**Air International Thermal Systems – Auburn Hills, MI – January 2012 – December 2013**

*Air International is a privately owned company by Unitas Capital a private equity company in Asia. Air International is global Tier 1 supplier of heating, air conditioning and powertrain cooling systems to the automotive industry.*

**Director of Business Development – Automotive and Commercial Vehicle Markets**

Focused on developing new customers and improving relationships with the existing customers. Introduced Air International to the commercial vehicle market and have made several key presentations to two of the major OEM's. Air International has been selected to partner with a major OEM to produce their next generation Climate System (HVAC, Controls, Condenser, Ducts, A/C lines and No-Idle System).

Introduced strategic selling to the global team and implemented the process as part of their ISO system. Leading a team of engineering, program management and purchasing that is focused on business development. The team has made presentations to Chrysler/Fiat, Nissan, Mercedes, Volkswagen, Navistar, Paccar and Ford and is now in the quoting stage on programs with Navistar, Mercedes and Volkswagen.

**Nelson Global Products – Stoughton, WI– September 2010 – January 2012**

*Nelson Global Products is a privately owned company formed in 2010 by a group of industry executives and Wind Point Partners. Nelson Global Products is a designer and manufacturer of tubes for on and off-highway commercial vehicles, light vehicles and light vehicle aftermarket applications with revenues over \$350 million.*

**SALES MANAGER – On-Highway, Automotive, Engine and Tier II**

**Staff: 6 Account Managers**

Joined a company that was recently awarded a Ford Converter Assembly program. Initial focus was to coordinate the successful launch of the program and to meet profitability expectations. Successfully negotiated a 3% increase in pricing for managing the supply base. Negotiated 10 day payment terms for the first six months of the launch for both the US and Canada. Also negotiated a surcharge for handling previous suppliers end items and components.

Team has successfully launched approximately 280 end items in the first six months of the year. Have driven backorders down from 1000 to less than 70 in the last three months. Initiated reporting metrics to ensure focus on key deliverables.

Introduced design reviews at the plants which brings together engineering, quality, manufacturing, purchasing and sales to review customer product lines for VA/VE, manufacturing issues and costing to improve profitability of the product line.

Introduced monthly business status reporting process that is sent to company management. The report tracks all sales opportunities and allows the management to understand the revenue in the sales funnel and tracks win rate for the team. The report also highlights key program issues such as design changes, quality issues, manufacturing issues and accounts receivable by customer.

Introduced the concept of Strategic Selling to management and they have requested that I teach our sales force the concept. The On-Highway sales team has recently utilized Strategic Selling and has won several key program with Cummins Engine including the LDD program worth over \$120 million over 5 years.

**Greenline Industries Inc** – Beaufort, SC – January 2010 to September 2010

*Greenline is a privately owned company manufacturing decorative wood products and distributing engineered veneers and dyed natural veneers in North America. The company has 26 employees with a plant in Stouffville, Ontario and Beaufort, SC.*

**GENERAL MANAGER – USA**

Staff: Account Manager, Seven Manufactures Representatives

Joined a company that was focused on the marine market, which lost approximately 50% of its sales due to the downturn in the economy. Initial focus is on increasing sales through market diversification within the United States. Developed and implementing a strategy to hire commissioned sales agents across the United States to sell and market our products within a geographical region. Each sales agent needs to have experience with decorative wood products and have knowledge of key distributors and OE accounts within their territory. Sales and marketing has a target focus on Architects, Designers, Millworkers, Kitchen Cabinet Manufacturers, Office Furniture, Furniture and Distributors.

Currently negotiating an exclusive supply contract for a new pre-finished wood product line in both lacquer and resin finishes.

**Ultrawood Products Inc.** – Pompano Beach, FL – October 2008 – January 2010

*Ultrawood is a privately owned company manufacturing decorative wood products, tables and distributing prefinished wood sheets. The company has 17 employees with a manufacturing facility in Pompano Beach, FL.*

**VICE PRESIDENT/PRESIDENT**

Staff: Controller, Plant Manager, Sales Manager, and Embella Manager

Focused on implementing a financial system that would provide a monthly income statement and balance sheet. The monthly financial package also included cash flow, accounts receivable and accounts payable aging. Developed and implemented a production controls system to improve delivery dates and product flow within the factory. Developed and implemented a commissioned sales representative program to increase sales across the US. Worked closely with the Embella Manager to develop digitally printed veneers for the automotive market. Negotiated a joint development contract with a key Tier 1 interior integrator. Developed and implemented a performance review system that included key objectives for the year.

**Vinterio NA** (division of The Danzer Group) – Darlington, PA – February 2006 – October 2008

*Danzer Corporation is a privately owned company manufacturing decorative wood products. Company has 4,700 employees and 11 manufacturing facilities in 15 countries.*

**VICE PRESIDENT, SALES (North, Central and South America, Asia, India, South Pacific)**

Staff: Account Manager and Customer Service/Logistics Professional

Executive member of a start-up division; focused on establishing sales/marketing programs and strategies to launch multiple products and generate revenue and profit for new business. Lead a sales team charged with selling engineered wood veneer products in a B2B environment, and focus heavily on sales leadership, sales pipeline development, brand development and awareness, marketing, new business development, and sales leadership activities. Formed an agreement with two major US distributors to begin shipping products in 2007; deal is worth an estimated \$6+ million.

Developed a Preferred Partner/Agents distributor networks within the US, Canada, South America, Mexico, Korea, Australia and India. Preferred Partners will market products under the Vinterio brand to direct end users in the Architectural, Design and Marine markets.

Developed a flooring account that will market the Vinterio brand of products to the commercial flooring market.

**Visteon Corporation** – Dearborn, MI - 1998 to 2006

*Publicly traded manufacturer of automobile components that serves the world's 19 largest manufacturers. Company earned \$18.7 billion in sales in 2004, has 70,000 employees, and 200 facilities in 25 countries.*

**GLOBAL DIRECTOR, AFTERMARKET AND SERVICE PART SALES** – since March 2005

Staff: Ford Accounts Director, Sales Managers (GMSPO/Chrysler, German OEMs, Asian OEMs), Pricing Manager, Service Planning and Program Management Manager, Brand Compliance Manager, Service Lifecycle Manager, Japan OEM Manager; 16 Indirect Reports Budget: \$2.6 million

Joined a troubled department that was losing \$40+ million annually, was focused on only one customer, lacked sales management accountability practices, and experienced staff issues. Leadership role focused on sales and profit generation for the Aftermarket Customer Business Group, development and execution of global strategies, new business development, service contract negotiations, and P&L management for value-add on service uplifts. Interacted with OEM Service and Accessory Global Purchasing Management Team, defined strategic selling processes, and negotiated terms of a Ford/Visteon Service Agreement including past model pricing.

Negotiating a new Service Agreement Contract with Ford Motor Company valued at \$232 million in revenue and implemented a process to deliver a past model pricing increase that will add \$4 million in profit.

Contributed to sales growth by deploying a strategic selling process and creating a monthly sales pipeline. Account Team has identified \$52 million in possible business opportunities in 2005, surpassing the initial \$32 million target. The Sales Team has won \$37 million of new aftermarket business opportunities as of September 2005.

**DIRECTOR, CLIMATE CONTROL SYSTEMS** – 2003 to 2005

Staff: Pursuit Sales Manager, Truck Sales Manager, Car Sales Manager; 16 Indirect Reports Budget: \$1.6 mil

During reorganization period, selected to direct a Climate Product Sales Team charged with delivering climate control product system solutions for vehicle programs and preserve \$2 billion in revenue (Visteon's primary source of revenue). Additionally, charged with improving a tarnished relationship with the Engineering and Purchasing Group. Key activities included delivering \$2 billion in revenue during each vehicle cycle, managing cash flow, overseeing performance metrics, lowering Accounts Receivable and Requests for Quotes, selling new technology to Ford Motor Company, collaborating with Ford Purchasing Management and North American Engineering Management to resolve critical commercial and engineering issues, managing customer relationships, and meeting financial and customer program performance and cost requirements.

Championed a Pursuit/Current Model Sales infrastructure and strategic selling process; efforts enabled team to achieve a 75% win rate in 2004 and maintain 85% sourcing of \$2 billion of revenue through

2009.

Led team that developed a method to identify market gaps and collaborated with Product Development Group to identify cost saving measures and provide competitive market pricing. Delivered \$30 million in revenue and 14% ROS by negotiating an electronic controls proposal with Ford Motor Company. Implemented a Pursuit and Current Model Sales Team to meet the needs of the Ford account. Received a Corporate "Leading the Way" award for leading team that won a \$125 million Ford 500 Climate Program deal.

Created and facilitated two Negotiation Training Programs for Account and Program Management

### **DIRECTOR, CLIMATE CONTROL SYSTEMS AND EXTERIOR PRODUCT SALES – 2001 to 2003**

Staff: Climate Control Sales Manager (Car), Climate Control Sales Manager (Truck), Climate Control Technical Sales Manager, Exterior Product Sales Manager; 24 Indirect Reports Budget: \$2.4 million

Accepted challenge to establish a new sales team for Climate and Exterior Sales (Lighting, Glass, Fascia, Wiper/Washer) following a reorganization of the Customer Business Group. Took charge of a \$3.7 billion sales organization and immediately addressed issues to reduce the number of unpriced parts more than two years old, generate revenue by collecting on cancellation charges for two leading programs, and execute a process for Field Actions, Warranty Sharing, and Customer Sourcing Council. Leadership functions included process development and implementation, negotiating a Warranty Sharing Program, preserving Ford sales revenue and profits, while strengthening customer relationships.

Slashed corporate liability by \$12 million in three years by negotiating a Warranty Sharing Agreement and saved \$14 million by implementing a Field Actions process.

Generated \$150 million in net new business with Ford Motor; realized \$5 million in profit improvements through engineering changes, and collected nearly \$5 million in cancellation claims.

### **ASSOCIATE DIRECTOR, CLIMATE CONTROL SYSTEMS – 2000 to 2001**

Staff: Sales Manager of Climate Systems, Account Manager (Car), and Account Manager (Truck), three indirect reports, Budget: \$770,000

Co-managed a \$1.3 billion organization and focused on strategic planning regarding internal processes, material cost reductions, and customer information flow, new business development, and negotiating million dollar system contracts.

Credited with negotiating a \$150 million systems supply contract with Ford Motor Company, boosting revenue \$183 million, delivering \$9 million in profit, and dropping open RFQs from 89 to zero.

Prioritized and strengthened customer commitments by establishing structured meetings with Climate Product Development Group.

### **MANAGER, HEAT EXCHANGER, FRONT END MODULES – 1998 to 2000**

Staff: Account Manager (Car), Account Manager (Truck), Account Manager (Front End Modules); Budget: \$550,000

Hired to establish a new sales team and form relationships with the Product Development Management Group and Ford Motor Company. Concentrated on new business development, sales strategies, million dollar contract negotiations, team leadership, and customer relationship management.

Exceeded new revenue target by \$30 million and implemented process to save \$12 million annual productivity commitment.

Teamed with Product Development Group to create value propositions for heat exchanger products; established a Heat Exchanger Sales Team charged with new program sales, prototype tooling cost recovery, and RFQ response improvements.

Triggered \$150 million by introducing intercoolers and front-end modules as new products to Ford Motors

**Alumax Mill Products, Inc.** – Farmington Hills, MI - 1991 to 1998

*A world leader in aluminum with assets of \$3.4 billion and 1996 revenues of more than \$3.1 billion; company produces and markets primary aluminum ingot, billet and slab and is a major fabricator of value-added aluminum products for the transportation, distributor, building and construction, packaging and consumer durables markets.*

**SENIOR ACCOUNT MANAGER, AUTOMOTIVE** – 1995 to 1998

Sold aluminum brazing sheet products to the automotive climate control market, managed the Ford Motor global account, Tier 1, 2, 3 direct accounts and partnered with Technical Group to create new products and improve existing products. Focused on global technical sales, new business development, and million dollar contract negotiations.

Won a \$200,000 technical development contract with Ford Motor Company to develop a process to embed flux into a flat roll brazing sheet and negotiating a \$100,000 deal with Ford to create long life brazing sheet alloys.

Drove sales 25% year-over-year; landed a five-year supply agreement with Ford for 20 million pounds in 1994; eventually grew business to 80 million pounds annually.

Landed three new automotive accounts each year resulting in \$500,000 in new business.  
Received the prestigious President's Award for ranking as the company's number one Account Manager.

**ACCOUNT MANAGER, CANADA** – 1991 to 1995

Marketed flat roll aluminum products to the automotive and other industries.

Doubled sales volume to six million pounds in the first year; reached eight million pounds per year. Persuaded management to manufacture a 5083 alloy for the dump body market in Canada that enabled product to become one of the highest value-add products sold in the company and positioned company to become a major player in the Canadian market.

**DRUMMOND MCCALL** – Hamilton, Ontario - 1990 to 1991

*A national distributor of metals and division of Federal Industries.*

**PRODUCT MANAGER, ALUMINUM**

Significant activities included aluminum product line management, P&L management, inventory management and turns, supplier and customer relationships. Leveraged relationships with several US companies and sold 200,000 pounds of damaged products. Effort provided funds to enabled company to purchase new inventory.

*Career includes an additional eight years in sales with five companies in Hamilton, Ontario.*

**EDUCATION**

**Bachelor of Arts Degree** – McMaster University, Hamilton, Ontario  
**Business Administration Diploma** – Mohawk College, Hamilton, Ontario



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL February 20, 2020

**SUBJECT: POSSIBLE PARTICIPATION IN A MULTI-JURISDICTIONAL LEE ROAD REHABILITATION PROJECT**

### **ADMINISTRATIVE SUMMARY**

Lee Road from the City's southeastern border to its southwestern border is in poor condition and in need of rehabilitation. Over the years, my office has received numerous calls regarding this section of road, but have deferred calls to the Livingston County Road Commission (the responsible jurisdiction). It has been clear from conversations with Livingston County that the funds do not exist for them to rehab this road and there are numerous higher volume roads on their priority list.

Green Oak Township Supervisor Mark St. Charles contacted me about the idea of a multi-jurisdictional project between Livingston County, Green Oak Township, Hamburg Township, and the City of Brighton. Based on estimates from Livingston County, total rehabilitation costs would be approximately \$250,000 plus 10% contingency and engineering costs. The scope of the project would be from Berrywood Drive in Green Oak Township to the termination of Lee Road in Hamburg Township. The proposed responsibility and cost share would be as follows:

- Livingston County - \$75,000 (30% up to \$100,000), plus contingency over 10%, and 100% of Engineering Costs
- Local Jurisdictions - \$175,000 (70%), plus a 10% contingency
  - Green Oak Township - \$58,333, plus a 10% contingency
  - Hamburg Township - \$58,333, plus a 10% contingency
  - City of Brighton - \$58,333, plus a 10% contingency

With Lee Road being the primary access to residents within the southern portion of the City, a multi-jurisdictional project would provide substantial benefit to our residents.

Should City Council be willing to move forward, contingent upon the participation of Green Oak Township and Hamburg Township, Livingston County would draft contract documents that would be presented to the City at a future meeting for consideration and approval.

The City's portion could be funded by allocating a portion of projected Fiscal Year 2019/2020 savings. Funding would not be coming from the Streets Millage.

### **RECOMMENDED MOTION**

Motion to approve participation in the multi-jurisdictional Lee Road rehabilitation project in the amount of up to \$60,000, plus a 10% contingency, contingent upon participation by Green Oak Township and Hamburg Township, with contract documents to be reviewed by the City Attorney and presented to City Council for consideration at a later date.

Prepared and

Approved by: Nate Geinzer, City Manager